



#### LETTER TO THE EDITOR

#### Mayor responds to report of town meeting

In response to the "Resident concerned about Mammoth Council meeting" in last week's article, the facts are as follows:

There is a Public Works report as well as an Accounts Payable report with a full financial report provided every month to the Council, which is also available to the public upon request.

As far as the Meat Market, the Town (Public Works) has completed the work. All material information is submitted to the Town Council to be approved through Accounts Payable every month. The meat market will be very beneficial as well as convenient to Senior Citizens and the General public by providing

meat, vegetables and fruit for those who have no vehicle to travel out of Town.

There was no \$300,000 Grant lost, the on-going Grant for the Reverse Osmosis is still being utilities to rebuild water holding tank #2. New sources of Grants are being reviewed by CAAG and an Engineering Firm.

As far as retaining information from the old computers that were deleted: the computers were in fact already sent to professional forensics - "Computers Renaissance in Tucson, AZ."

Mr. Jones should seek correct information from the Town Man-

ager and find the real facts before assuming and writing it to the Miner. He has made a lot of assumptions that are untrue; it is obvious the Town is progressing positively and will continue to.

As for Mr. Jones coming from out of State and criticizing our Town, he should be a more responsible citizen himself and should have changed his license plate after 30 days of residing in Mammoth. He has been in Mammoth for over two years, now. A good citizen should have taken care of this small personal matter before criticizing our Town.

Respectfully,

/s/ Alvaro Barcelo Mayor, Town of Mammoth

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Published each Wednesday and distributed from the Lower Arcade Building, San Manuel, Arizona.

Entered as Periodicals October 26, 1954 at the post office, San Manuel, Arizona under the Act of Congress March 3, 1879. Periodicals postage paid at San Manuel, Arizona.

**POSTMASTER:** Send address changes to the San Manuel Miner, P.O. Box 60, San Manuel, Arizona 85631-0060.

SUBSCRIPTIONS: \$35.50 per year in Pinal County, \$40.50 per year elsewhere in the United States.

Member of the Arizona Newspaper Association and the National Newspapers Association for over 30 years.

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not necessarily the editorial views of the Miner.		

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#### Cecilio Tafoya

Cecilio Tafoya passed away on Sept. 18, 2014. He was born in Winslow, AZ on Aug. 2, 1930.

He moved to San Manuel and worked for Magma Copper Company for 40 years.

Cecilio married Clara on Aug. 17, 1954. They had seven children John,

Linda, Phyllis, Carol, Patty, Andrea and James. Cecilio also leaves behind 13 grandchildren and 28 greatgrandchildren with two more on the way.

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# Supervisor working with Sheriff to assign resource officer to San Manuel High School

Just a few points on issues and activity for the area. First I want to report that I have been working with the Sheriff's Office to attempt to secure a School Resource Officer for the San Manuel Jr. and Sr. High School. Two incidents have occurred recently that involved weapons. One

incident was at the school and the other on a school bus. Although the weapons may have not been real deadly weapons, at the time no one could have known for sure. Since the San Manuel Schools are removed and isolated from other communities and the highway and have no local police department in close proximity,



#### FROM THE SUPERVISOR

**By Pete Rios** Special to the Miner

I believe it is prudent to fund an SRO officer for the school. Sheriff Paul Babeu concurs. Our job is now to convince the majority of the Board of Supervisors of the need.

Secondly, I would like to thank our Economic Development Director, Tim Kanavel for assisting me with the permit for Arizona Eco Zipline Tours that was eventually unanimously approved by the Board of Supervisors. Tim worked closely with Charlie Goff and Brandon Luthy and area residents to bring this project to

# Pinal County Sheriff's Report

The Pinal County Sheriff's Report is taken from the daily logs, based on the information provided by deputies. All persons arrested are presumed innocent until proven guilty in a court of law.

Sept. 22

Violation of a court order was reported in the 11000 block of N. Springfield Rd., Dudleyville.

Vehicle theft was reported in the 48000 block of E. Ballesta Rd., SaddleBrooke.

#### Sept. 23

Criminal damage was reported in the area of E. Copper Creek Rd., Mammoth.

An accident without injuries was reported in the 500 block of

Continued on page 5

fruition. Visitors to Ziplines Tours should help the area economy.

Next, I thank Kent Taylor, Open Space and Parks Director for working with different area residents to help plan for improvements and maintenance of our two county parks in Oracle.

Finally, I continue to appreciate the work performed by Rite of Passage, Sycamore Academy with the Unaccompanied Minors from Central America. As a few more children arrive at the Academy in Pepper Sauce Canyon near Oracle, the staff quickly provides services to address immediate needs. More importantly they, in short order, process the necessary paperwork to place many of these children with relatives, saving taxpayer dollars. The Federal Courts will eventually determine the final disposition for these children.

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# On the 'browning' of America

obody likes change, but like death and taxes change is inevitable. Change is constant. We are creatures of habit and when those changes affect us, we often become fearful. We either try to fight against them, hate them, roll with the punches or embrace them. Having worked for state government in the prison system, I learned how politics influenced change both good and bad. Every time a new Governor was elected you could expect changes. If a new Warden took over, there would be changes. All you could do is accept what you could not change and go with the flow. It made life a lot less stressful.

In today's America we are seeing a number of government policies and major social changes which many people cannot accept and are fearful of, especially the extreme right wing of the Republican Party. Some of the issues have polarized the country. The Affordable Care Act, immigration/border issues, gay marriage and of course the black man in the White House come to mind. Barack Obama was the first non-white male to be elected President of the United States. It seemed to make some Republicans weep. No wonder they went into shock

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when they heard the news in 2008 that by the year 2050 it is expected that minorities will out number whites in the United States. Hispanic immigrants both legal and illegal were the fastest growing immigrant population although they have now been surpassed by Asian immigrants.

Non-Hispanic whites in four states are already now the minority. The states are Hawaii, Texas, New Mexico and California. Inter-racial marriage continues to grow. It is no wonder that states like Arizona passed anti-immigrant legislation like Senate Bill 1070 although a major reason for the law included making money for the private prisons that would house illegal immigrants. Then politicians began painting pictures of Mexican and Central American immigrants as drug smugglers, armed criminal invaders, and disease carriers. Republicans called for more border security and even wanted to build a border fence.

Build a fence, build a wall it won't stop them from coming. Like gay marriage, the browning of America is inevitable. Don't fear it. They are not going to force you to speak Spanish, eat menudo or watch Telemundo, although they will remember those politicians who looked down on them. The Hispanic/Mexican culture is already established in the U.S. so what more is there to worry about?

Many of us won't be living to see it happen but I would bet that down the road of time your sons and daughters, grandchildren or great grandchildren will meet someone of a different color and ethnic background. They will have a child that may be part white, black, brown, or Asian but all American. Then maybe the fear and hatred will subside. *Author's Note:* 

I have been given the opportunity to express my opinion and viewpoints on politics, national, state, and local issues as well as life in general. I hope to inform you as well as entertain you, make you smile or make you mad. I will use humor, sarcasm and occasionally anger to express my views. My intention is to hold politicians accountable sometimes bringing some heat on them and if my views make you angry or hot, remember that like my humor, it is



DRY HEAT

By John Hernandez San Manuel Miner

a dry heat. These opinions are entirely my own and do not reflect the views of Copper Area News Publishers.

#### **SERVICE SALUTE**

#### Vargas graduates from basic training

Army Pvt. Kierstenne Vargas has graduated from basic combat training at Fort Jackson, Columbia, S.C.

During the nine weeks of training, the soldier studied the Army mission, history, tradition and core values, physical fitness, and received instruction and practice in basic combat skills, military weapons, chemical warfare and bayonet training,

drill and ceremony, marching, rifle marksmanship, armed and unarmed combat, map reading, field tactics, military courtesy, military justice system, basic first aid, foot marches, and field training exercises. Vargas is the daughter of Johnny Vargas

of Tucson, Ariz. She is a 2011 graduate of San Manuel High School.

A): "We need more people

Professional Fire Fighters of Arizona (PFFA): "We need more people like Barbara McGuire in the Arizona State Legislature."

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- ☑ Lifelong district resident, dedicated to serving the community
- 20 years business management / business owner
- Member: Farm Bureau, NRA, Elks, Sheriff's Posse and Civil Air Patrol Honorary Major

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#### Grant made available to Oracle Firewise

**By John Hernandez** San Manuel Miner

In an unanimous vote, the Pinal County Board of Supervisors approved a Secured Rural Schools Title III Grant for the Oracle Firewise Board. The grant was in the amount of \$63,000 and is made available to any Firewise community in Pinal County. Oracle at the time was the only Firewise community in Pinal County.

This is the second grant of its kind that Oracle Firewise has

received. The first one in 2012 was used for evacuation routes along public and community property. This grant money will be used to create defensible spaces around homes that are threatened by potential wild fires.

The grant will allow Oracle Fire Department to use Arizona Department of Corrections crews at a cost of around \$1,500 per day. They will be able to create defensible space for 42 homes. "We are excited about the grant," said Fire Chief Larry Southard. "It will pay 100 percent so homeowners will not have to pay anything." The grant will also be available for rental properties.

Agreements will have to be made with the property owners. "Holt Bodinson, co-chair of Oracle Firewise Board wrote the grant and we would like to thank him," added Southard.

The Oracle Fire Department and Firewise Board are developing criteria to determine eligible homes for the project. Once the criteria are set, each property will be inspected and evaluated. Chief Southard will then meet with homeowners so specifics can be discussed. Brush abatement crews will then begin working on the properties. The grant will help make Oracle safer from wild fires and more Firewise.

Wildland fire crews from the Arizona Department of Corrections coordinated by the USDA Forest Service have been busy working thanks to a previous Wild Fire Hazardous Fuels grant. They are halfway through the grant money and have treated 20 properties so far. The Florence prison crew has been working in the Cody Loop and Hobe Road area. A crew from Arizona State Prison in Tucson is working on the west side reinforcing a fuel break. The funding source is coming from left over funds in Catalina. Chief Southard asked if the funds could be transferred to Oracle and it was agreed upon.

#### SHERIFF'S REPORT

Continued from page 3

N. Circle Dr., Oracle.

Theft was reported in the 65000 block of E. Brassie Dr., SaddleBrooke.

Assault was reported in the 400 block of S. Avenue A, San Manuel.

Theft was reported in the 52000 block of E. Hwy. 60, Top of the World.

#### Sept. 24

Theft was reported in the 500 block of N. Redbud Pl., Oracle.

Burglary was reported in the 600 block of W. Sixth Ave., San Manuel.

Violation of a court order was reported in the 200 block of S. Avenue B, San Manuel. Criminal damage was reported in the 600 block of W. Third Ave., San Manuel. **Sept. 25** 

Assault was reported in the 36000 block of S. Mt. Lemmon Rd., Oracle. A juvenile was arrested in the incident.

An accident without injuries was reported in the area of E. Webb Rd. and S. Veterans Memorial Blvd., San Manuel.

#### Sept. 26

An accident with injuries was reported in the area of N. Rockliffe Blvd. and W. Beverly Cir., Oracle.

Violation of a court order was reported in the 65000 block of E. Desert Ridge Dr., SaddleBrooke.

Theft was reported in the 39000 block of S. Starship

Dr., SaddleBrooke.

#### Sept. 27

An accident without injuries was reported in the area of E. Webb Rd. and S. Mt. Lemmon Rd., Oracle.

Theft of a vehicle was reported in the 300 block of

E. American Ave., Oracle.
Burglary was reported in the area of S. Biosphere Rd.,
Oracle.

#### Sept. 28

Theft was reported in the 39000 block of S. Starship Dr., SaddleBrooke.



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Dr. Peter Kaufer relocated with his wife and four children to join the Tucson Eye Physicians at the end of 2007 after many years of providing excellent care in Pleasanton.

California.

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#### Oracle Firefighters help fight Complex fire



The July Complex fire in California. This photo was taken by one of Oracle's firefighters.

Four fighters from Oracle traveled to the state of California to help combat the July Complex fire. The Oracle Fire Department deployed a type 3 Engine which is a four wheel drive unit that has a 500 gallon

water tank. The firefighters drove the truck all the way to northern California. They were assigned to fight the fire on the Klamath National Forest about 30 miles from Oregon. They were there for the entire month of August.

Oracle Fire Department Fire Chief Larry Southard said, "We sent the truck on state contract. It fills in a gap in our budget. It is not unusual for us to make 10 percent of our budget doing wild land fire fighting."

On their way back from the fire, the engine crew came upon a vehicle accident near Reno. Nevada on SB Highway 395. They stopped to give aid to those involved in the accident until a rescue unit arrived. The fire chief of the Peavine Volunteer Fire Department sent a letter to Chief Southard. In the letter, Fire Chief David Rebhan said, "Please pass on our thank you to the crew of E 692 for their dedication and commitment to assisting those in need no matter

where they are."

#### Recall Election Nov. 4, 2014

You, the people of Mammoth, asked for this recall election & now it's here! All you have to do is VOTE!

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- $\bullet$  Restore your right to participate in all parts of the meetings.
- Find out where your tax dollars and grant monies are spent.
- Stop paying insurance premiums for the Barcelo family.
- Stop using Town employees and Town equipment to work on Barcelo properties or properties owned by other Council members (driveways).
- Stop the secret meetings with Cliff the Puppet Master. Cliff says he tells you how to vote. Let's show him it is just more lies.
- Take your Town back.
- Let's have a great police department with an honest Chief of Police.

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Recall Al Barcelo
ELECT DON JONES Recall Juan Barcelo
ELECT BOB SLOAN

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#### St. Helen's Fall Fiesta set for Saturday in Oracle

By John Hernandez San Manuel Miner

St. Helen's Roman Catholic Church in Oracle will be having its Annual Fall Fiesta on Saturday, Oct. 4, beginning at 1 p.m. and lasting until 11 p.m.

The Fiesta will be having Folklorico dancers, mariachis, great food, beer, soft drinks, music, games for the kids, raffles prizes and a dance in the evening featuring the Gemini Band from Douglas, Arizona.

Everyone is welcome.

# Copper Town Days to host fifth annual celebration; event moves to Elks Lodge

Five years ago a group of San Manuel residents, involved with the historical society and museum, got together to discuss what they could possibly do to create an outside interest in drawing people to come and take a look at San Manuel as a community they would like to move to. They came up with the idea of an Open House of sorts, a street festival to celebrate their community. A day of fun, entertainment, food, games for the kids, and a car show. Because they had such a positive feedback from the many who attended they decided to make it an annual event. Thus Copper Town Days was born. Well it is that time again. So, come and join us on Saturday, Oct. 11, 2014 for another day of fun, food, games for the kids, a 50/50 raffle, live entertainment, car show, and a dance in the evening. Festivities will begin at noon at the San Manuel Elks Club at the Copper Corridor 143 8th Ave. Proceeds to benefit three local non-profits: Against Abuse-Safe Journey House, El Centro Youth Center, and the Tri-Community Food Bank. Copper Town Association, Inc. is a 50l(c) 3 Non-Profit organization that puts on Copper Town Days. Their

mission statement is: "To pro-

vide for the betterment of the Tri-Community by promoting economic and social opportunities while preserving the area's mining heritage." If you would like to learn more about this organization, please feel free to come to one of our meetings. They are held at the Sun Life Family Health Center in San Manuel the second Tuesday of the month

at 10 a.m. If there is an idea or project that you would like to see in the community please come and share it with us. Right now on our agenda is a Community Garden for the spring and we are looking for grants that might be available to help us re-open our youth center. We would appreciate your input. Hope to see you soon.

#### "I Don't Want It" Sale SaddleBrooke's Annual Sale will be held on

Saturday Oct. 25, 2014 7-11 a.m.

in the MountainView Parking Lot 38759 S. MountainView Blvd.

There will be more than 100 sellers with fantastic items ready to be your treasures!



The signs are up and the booths are being erected in time for the annual St. Hele's Fall Fiesta planned for Saturday, Oct. 4.

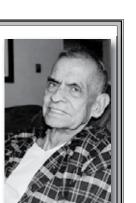
John Hernandez | Miner

The Tafoya Family would like to give special thanks to local restaurants that so generously donated all the food in our special time of need. You will always be in our prayers! Thank you! La Casita Mammoth, Mary Reynoso and family.

La Casita San Manuel, Pete Reynoso and family.

Romo's Mexican Food and Tortillas Mi Pueblito. A special thanks to San Manuel Elks Lodge. We would like to send a big thank you to all who attended the memorial service. We sincerely appreciate all who brought food, flowers and sent cards. God bless all of you; we appreciate it so much.

Clara Tafoya • Johnny & Genelle Tafoya
Linda & Fred Creeley
Phyllis & Kenny David
Carol & Willie Flores • Patty & Harry Clark
Andrea & David Hernandez
James & Bobbie Jean Tafoya





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#### San Manuel Library demos 3D printer



San Manuel Librarian Kathy Smith explains the process to some local kids interested in 3-D printing.

John Hernandez | Miner

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**By John Hernandez** San Manuel Miner

On Friday, Sept. 19, the San Manuel Library hosted a display and presentation of a 3-dimensional printer. Ann Leonard, Emerging Technologies librarian, for the Pinal County Library District, provided a demonstration of the 3D printer which the library district has recently acquired. While the printer began creating a replica of a plastic robot toy, Ann spoke about what the new 3D printing technology can do and its potential applications in the future.

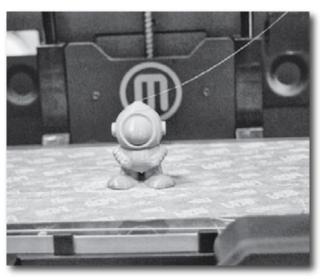
The 3D printer is a type of industrial robot. It was created in the 1980s by Chuck Hull. Using various processes the printer can be used for making a three dimensional object of almost any shape from a 3D model or electronic data source using additive processes in which layers of material are laid down under computer control. The printers are used in industry for molds. Metal 3D printers are making parts for planes and automobiles.

Medical applications include a patient specific implant of a titanium pelvis and a reconstructed jaw. Medical research into the use of 3D printers to create patient specific prosthetics and organs is being conducted. Chinese scientists have reproduced human organs using a 3D printer and living cells. Xu Mingen has said that fully functional printed organs may be possible within the next 10 to 20 years. "It seems magical or science fiction," said Ann Leonard talking about the possible applications for the 3D printers. This new technology will impact nearly every

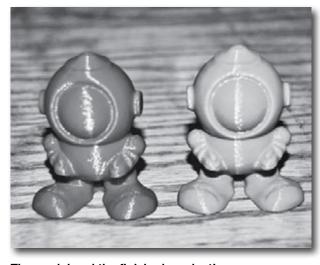
Continued on page 19



The 3D printer is hard at work.



Nearly done.



The model and the finished product!

# Traveling on Hawaiian time

By John Hernandez San Manuel Miner

As I begin writing this anecdote, my plane is halfway to Hawaii. We hit some mild turbulence a while ago that reminded me of my fear of flying. I first flew to Hawaii in 1968 and it was also my first plane flight. Not knowing what to expect, I was frightened by every little noise like the landing gear going up or down, and when we hit turbulence I will admit, I was scared. My fear has lessened over the years with more good experiences flying and occasionally some extra courage courtesy of Jack Daniels.

In this day and age I wonder where the fear comes from. Is it a feeling of having no control over the situation? I had someone once tell me that at least in a car you have control of the vehicle. I found out different while driving down I-10 at 75 miles an hour the night before my plane was to leave. A heavy rain storm hit, the rain coming down so fast and hard I could barely see 10-feet in front of me through the windshield. Luckily the vehicle in front of me turned on his hazard lights. Traffic slowed down to 35 miles an hour and I was able to pull off of the freeway and wait out the storm. No control over the weather or other vehicles. This was scarier than any flight I have been on!

Once you enter the plane all you can do is hope the pilot and crew had a good night's sleep and the plane is mechanically sound. Clear your mind of any thoughts about terrorists with shoe bombs, hijackers or being shot



Aloha! Welcome to Hawaii. John Hernandez | Miner



On the runway at the airport in Hawaii.

John Hernandez | Miner

down by a surface to air missile by Russian separatists. If you are religious, say a prayer to calm yourself. If you are not religious tell yourself that statistically you are safer flying than driving in your car and say a quick prayer anyway. Take a deep breath, breathe in breathe out and remind yourself that in a few hours you will be on a beach in Hawaii.

During the next few weeks I will be writing some articles about my experiences in Hawaii. Something like the school essays we used to write "what I did on my summer vacation". It will be a travelogue with some information about places to go, the history and culture of Hawaii and living on Hawaiian time. Hawaiian time is three hours earlier than Arizona. It is also the laid back lifestyle of living in Hawaii. When living in Hawaii expect everyone to be a little late, at least 10 to 15 minutes if not more. Hawaiians are not in a hurry. If you are in a rush to do things change your attitude or you will get frustrated. Even their freeways have a top speed limit of 45 miles per hour although there are a few stretches that allow you to go 55. Kick back and enjoy the beautiful weather, people and scenery that are Hawaii.

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The Hernandez family in Hawaii.

#### TRI-CITY ARCHERS

The next member meeting:

Oct. 7, 2014

5:30 p.m.

#### San Manuel Archery Range



If you are interested in becoming a member, please email us at tricityarchery@gmail.com for more information.

Membership \$30 Family/\$25 Individual

10 | San Manuel Miner www.copperarea.com October 1, 2014

#### **QUE PASA**

#### **COMMUNITY CALENDAR**

#### **OCTOBER**

#### O 1 School District Begins Survey on Four-Day School Week

The Mammoth San Manuel Unified School District is conducting a survey for parents, students, staff and community members regarding their interest in a fourday school week. Please go online to www.msmusd.org and follow the link to the survey. The district values all opinions and they hope you take the time to complete the survey. The survey will be available from Oct. 1-12, 2014.

#### **02**Women's Bible Study and Prayer Group to Start

Beginning Oct. 2, a women's Bible Study and Prayer Group will be held weekly at 10 a.m. (location still to be decided). The study, "Turning Your Heart Towards God" by Kay Arthur, will run for six weeks and promises no homework. For a location and for more information, please call Jacquie at 619-977-0234.

#### Friday Night Dinners at the SM Elks

Beginning Oct. 3, the San Manuel Elks will once again serve Friday Night Dinners from 5-7 p.m. There will be a small menu including hamburgers, cheeseburgers, fish sandwiches, steak dinners, fish dinners and a weekly special. All meals come with coffee and tea. Dessert is offered as an extra item. The proceeds will go toward Lodge activities including scholarships, Veterans' Thanksgiving dinner, children's Christmas party, Project Graduation, Hoop Shoot and more. So come enjoy a meal and help out your community at the same time.

#### Sun Life to Have Healthy Living Workshop

Sun Life Family Health Center, located at 23 McNab Pkwy., San Manuel, will host a six-week Healthy Living Workshop on Chronic Disease Self-Management beginning Oct. 3. Classes will be held every Friday through Nov. 7 9:30-11:30 a.m. Class size is limited and pre-registration is required. To register, call Melissa Zazueta at (520) 385-2704. The Workshop is designed to help people with ongoing health problems manage them more effectively. Anyone with a chronic condition such as diabetes, arthritis, heart disease, asthma, or any other on-going health problem should participate. Caregivers or family members who serve as caregivers are welcomed. Workshops and materials are FREE of charge to participants. For more information visit the Arizona Living Well Institute online at www.azlwi.org.

#### O4 St. Helen's Fiesta to be Held in Oracle

St. Helen Catholic Church will have its annual Fall Fiesta on Saturday, Oct. 4, beginning with Mass at 10 a.m. The fiesta gets underway at 1 p.m. and will continue until 11 p.m. There will be mariachis, folklorico dancers and the Gemini Band from Douglas, Arizona. As always, there will be great food, beer, door prizes and a grand prize giveaway. Everyone is welcome.

#### Bow Hunters to Host Breast Cancer Awareness Shoot

Apache Bow Hunters of Globe-Miami will host a Breast Cancer Awareness Shoot Oct. 4. The format will be two rounds of 20 targets, one arrow per target. No rangefinders will be allowed, but binoculars are acceptable. Registration opens at 7 a.m. and score cards must be returned by 2 p.m. on Saturday with no exceptions. There are many classes to enter and awards will be given in all classes. Cost ranges from free (for Pee Wee 8 and under division) to \$25 for adults. Discounts available for families. For more information, please call the ABH Clubhouse at 928-425-6174.

#### Winkelman to Celebrate Centennial

Save the date! The Town of Winkelman will be hosting its Centennial Celebration (1914-2014) on Saturday, Oct. 11, from noon - 11:30 p.m., at the Winkelman Flats Public Park. There will be entertainment, history of Winkelman, speakers, food and activities for the kids. Bring your lawn chairs. All are welcome!

#### 1 New Oracle Gardening Group to Begin Meeting

Oracle gardeners are looking to organize a group of active members of all ages with new ideas for the schedule for the next year. An organizational meeting will be held after a garden walk on Oct. 11 at 10 a.m. at the home of Ethel Amator, 1316 W. Hackberry Way, Oracle. Call Ethel at 520-896-2197 or Allie Young at 520-896-2827 for directions or more information.

#### Free Dental Screenings at Sun Life

Sun Life Family Health will have free dental screenings children and pregnant women on Oct. 16 at the Sun Life facility in San Manuel, 23 McNab Pkwy., from 9 a.m. to 1:30 p.m. All children from newborn to 18 years of age as well as expectant mothers are qualified for the screenings and fluoride treatments. All participants will receive a goody bag. For more information, please call 520-350-7600 or email jeanine.Gooding@slfhc.org.

#### 24 Free Dental Screenings at Sun Life

Sun Life Family Health will have free dental screenings children and pregnant women on Oct. 24 at the Sun Life facility in Oracle, 1870 W. American Ave., from 9 a.m. to 3 p.m. All children from newborn to 18 years of age as well as expectant mothers are qualified for the screenings and fluoride treatments. All participants will receive a goody bag. For more information, please call 520-350-7600 or email jeanine.Gooding@slfhc.org.

#### for come enjoy a meal and neip out for families. For more information, please call of the ABH Clubhouse at 928-425-6174. or email jeanine. Gooding@slfhc.org.

#### **ANNOUNCEMENTS**

**HAYDEN SENIOR CENTER:** The Hayden Senior Center, located at 520 Velasco Ave., is open every weekday, from 8 a.m. - 4 p.m., to serve the needs of Senior Citizens and low-income families. A warm, nutritious lunch is served every day. Call 520-356-7035 for information or to check on the daily meal.

WOMEN'S BIBLE STUDY/PRAYER GROUP: Come and enjoy a time of fellowship, support and encouragement! A six week, no homework Bible study where we will discover what it truly means to be blessed. For more information, please contact Jacquie at 619-977-0234 (cell), or email me at: jacquiecook@rocketmail.com. All women, 18 years of age and up are welcome!

#### ON THE AGENDA

**SAN MANUEL ROTARY**: The San Manuel Rotary meets on Wednesday mornings from 7-8 a.m. at 210 Ave. B, San Manuel, at the Senior Center. The first Wednesday of every month, the Rotary meets from 7-8 a.m. for breakfast at Romo's. Please note new location.

**TRIAD & AMBASSADOR PROGRAM:** The Oracle Fire Department hosts TRIAD and AMBASSADOR program meetings the first Wednesday of each month at 3 p.m.

**COPPER TOWN ASSOCIATION:** The Copper Town Association meets the first Tuesday of every month at 10 a.m. at the Sun Life Family Health Center Conference Room, San Manuel.

**VETERANS OF FOREIGN WARS:** VFW Post 2767 will be having a meeting at the San Manuel Elks on the first Thursday of each month, starting at 6 pm.

ORACLE WOMEN'S NETWORK: The Oracle Women's Network meets the first Friday of the month at the Oracle Community Center at 8 a.m. OWN, Oracle Women's Network, invites local women to join them every month for a breakfast meeting in Oracle. For reservations or more information, please email oraclewomensnetwork@gmail.com.

BOUNTIFUL BASKETS CO-OP: Looking for ways to eat healthier and save money? Check out Bountiful Baskets food co-op! Fresh, high quality produce baskets, approximately half fruit and half vegetable, are offered every other Saturday, here in San Manuel; Lower Arcade, Elks Lodge Breezeway; 139 West 8th Avenue. The next distribution date is Oct. 11. There are also items available, such as breads and seasonal cases of produce and organic baskets. For more information, or to participate, go to: www. bountifulbaskets.org or call Alicia Allmendinger at 520-345-7305, Tonya Kellam at 520-591-9596, or Deb Mansager at 384-4663, and they would be happy to help you out.

**CANASTA:** Canasta is played Mondays at 9 a.m. at the Oracle Community Center.

COMMUNITY CENTER LUNCHES: Lunches at the Oracle Community Center are Mondays at noon. Each Monday a volunteer brings the main dish and others bring side dishes. Fee is \$4 for members and \$5 for guests. Membership cards are available during this time.

Submit information to miner@minersunbasin.com or call 520-385-2266. Listings are free. The Miner reserves the right to edit or refuse submissions. Submissions are due the Friday before Wednesday publication.

#### Miner swimmers have mixed results in home meet

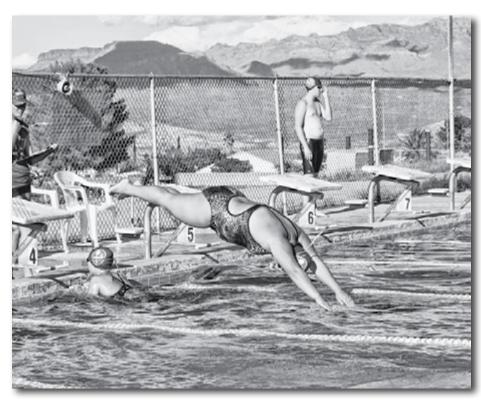
The Miner swimmers hosted a three way meet against Florence High School and Arizona College Preparatory School on Tuesday, Sept. 23. The final scores for the Girls teams were: Arizona College Prep 94, San Manuel 52, and Florence 48. The Miner Boys got edged out in a very close meet: Arizona College Prep 85, San Manuel 81, and Florence 35.

Miner swimmers won some key races during the day. Senior Jazelle Sanchez won the always close 50 Freestyle against a solid field. The only other race won by the Girls' team was the final event of the meet, the 400 Freestyle Relay. Jazelle Sanchez teamed up with Junior Cita Sweeney, Junior Mariela Canisales and Freshman Raya Woods. It turns out winning that relay secured enough points to pass Florence in the final score.

The Boys' team won seven out of the 11 races (which included two out of the three relays) but were not able to win the meet because of the depth that the Arizona College Prep team had. With only seven swimmers, it would have been a huge achievement for the Miners to win the meet. As the meet unfolded, it looked as if the Miners might pull it off. After close losses in the first two events, the Medley

Relay and 200 Freestyle, the Miners came roaring back, winning six events in a row. Freshman Will Newman won the 200 IM by over 30 seconds, and then Junior Taylor Woods won a close 50 Freestyle with a good burst at the finish. After the diving break, Will Newman won the 100 Butterfly against some very good competitors from both visiting teams. Sophomore Colbev Stratton won the 100 Freestyle followed by a win in the 400 Freestyle by Jacob Christian. The Miners would have the win 200 Freestyle relay if they hoped to win the meet, the team of Taylor Woods, Colbey Stratton, Sophomore Michael Garcia, and Sophomore Robert Sweeney won a race that had three lead changes with the Miners ahead at the finish. As the Miners celebrated the relay win, Arizona College Prep's B Relay team quietly finished fourth to essentially put the meet out of reach for the Miners. The Miners also went on the win the 400 Freestyle by a huge margin (Stratton, Newman, Christian, and Sweeney).

Miner swimmers are looking forward to the next meet against Florence, Canyon State Academy and Combs at the Merrill Ranch Pool in Florence on Thursday, Oct. 2 at 4 p.m.



Freshman Raya Woods is in the water with senior Jazelle Sanchez diving in for her leg of the relay.

Jeanine Apuron | Sea Lions



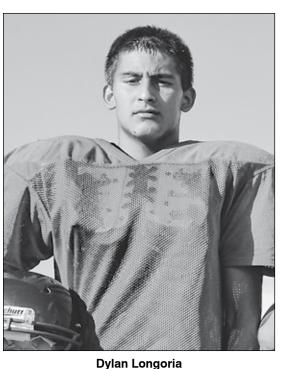
Junior Taylor Woods competes in the Breaststroke.



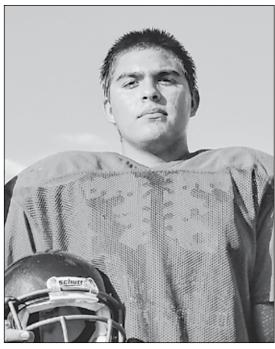


Freshman Elyssia Aguilar swims the Breaststroke.

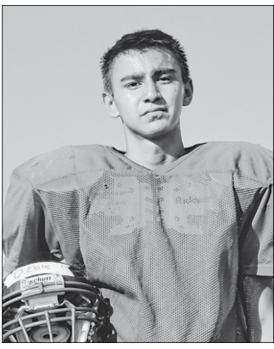
# Sa n a n u e 1 M i n







Michael Mendibles



**Damen Eble** 



#### Go Miners!

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Good Luck. Miners! From your fans at the San Manuel Miner. Oracle Towne Crier & Nugget

**Booster Photos** Courtesy San Manuel High School



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#### **Good Luck, Miners!** Wishing you a successful season.

AIMS / PVIC ==

San Manuel

# San Manuel vs. Canyon State

Friday, Oct. 3, Away at 7 p.m.



#### SMHS Varsity Football Schedule & Record

(Bold Face Denotes Home Games)

Oct. 31

San Tan Foothills

 Aug. 29
 SM 0, Thatcher 58
 Oct. 10
 PRCA

 Sept. 5
 SM 6, Benson 49
 Oct. 17
 Santa Cruz

 Sept. 12
 SM 26, Tombstone 20
 Oct. 24
 Baboquivari

Oct. 3 Canyon State



William M. Bunch, DMD Norman J. Bunch, DDS, MS

Sept. 26

Children's Dentist

520-544-8522

710 American Ave. Oracle 896-9334



SM 52, San Carlos O



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#### SUN LIFE FAMILY HEALTH CENTER

Family Healthcare – Pharmacy\*

San Manuel Family Practice\* – 385-2234 23 McNab Parkway, San Manuel

Oracle Family Practice – 896-2092 1870 W. American Way, Oracle www.sunlifefamilyhealth.org



Go Miners!



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#### MICHELLE GONZALES-CASTRO



101 McNab Pkwy. • San Manuel 385-2231 • Fax 385-2417

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2 0 1

### Miners roll past Braves on Homecoming

By Andrew Luberda San Manuel Miner

The San Manuel football team won its second game in-a-row by defeating the visiting San Carlos Braves on Homecoming, 52 – 0.

The Miners jumped out to a 31 - 0 lead at halftime and continued the domination after the half, outscoring the Braves, 21 - 0.

"We dominated the line of scrimmage and I was proud of that," Miners' head coach David Ward said after the game. "Our execution on offense was very, very good."

"We were just trying to do the thing we're supposed to do, (correctly)," he added. "We wanted to perfect what we do. We played sound fundamentally."

The Miners have allowed only 20 points combined in their last two wins and appear to getting stronger as the season progresses under their new head coach.

For his part, Ward says he is getting more familiar with the players and where they perform the best on the field. It's been a process that is paying off.

"The kids have natural good work ethic," he said.
"They like to work and play.
We're not very complicated.
We do what we do well.
They're fun to coach because they're dependable."

The Miners have five games remaining in the regular season. Three wins in those remaining five games figures to put them in the playoff hunt. Winning four of the last five would almost guarantee a playoff spot.

The Miners travel to Canyon State Academy this Friday to take on a struggling Rams team coming off a 49 – o home loss to San Tan Foothills last week. The game is scheduled for 7:00 p.m.



Ball hand off by Arian Rodriguez to Brandon Garibay with Shane Kelly in front.

Jazelle Sanchez and Nicole Encines | SMHS



Brandon Garibay (31) has the ball in hand while Antonio Gallego (56) comes in for the block.

#### 2014 San Manuel High School Homecoming Royalty crowned



The San Manuel High School Homecoming Royalty, chosen by their fellow classmates, are from left, Antonio Gallego and Annette Estrada (Sophomore Attendants), Marcos Salas and Alexis Ramos (Senior Attendants), King Francisco Medina, Queen Jessica Lopez, Lawrence Michael Sanchez and Stephanie Morris (Junior Attendants) and Alejandro Camacho and Alizae Croci (Freshmen Attendants).

Jazelle Sanchez and Nicole Encines | SMHS

#### TRI-COMMUNITY CHURCH DIRECTORY

#### First Baptist Church

103 W. Galiuro, Mammoth

Pastor Joe Ventimiglia 520-405-0510

Sunday Worship - 10:00 a.m.

"The Church on the Hill"

#### Mammoth Assembly of God MammothAG.org

201 E. Kino (& Catalina)/POB 692 Interim Pastor Jerry Morelan 520-487-2219

Sunday School 9:45 a.m. • Worship Service 11 a.m. Sunday Evening 6 p.m. • Wednesday 6:30 p.m. (Adult & Children's Services)

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#### **Assembly of God**

1145 Robles Rd., Oracle

#### Pastor Nathan Hogan 520-896-2408

Sunday School 9:30 a.m. Morning Worship 10:30 a.m. Evening Service 6 p.m. Wednesday Evening 6 p.m.

#### Oracle Union Church

705 E. American Ave., Oracle

Pastor Dr. Ed Nelson 520-784-1868

Sunday Bible Study 9 a.m. Worship Service 10:30 a.m. Wednesday Bible Study Noon Thursday Prayer Time 11 a.m. to Noon

#### **Full Gospel Church of God**

301 E. Webb Dr., San Manuel

Pastors Michael & Bea Lucero Sr. 520-385-1250 • 520-385-5017

Sunday School 9:45 a.m. Morning Worship 10:45 a.m. • No Evening Service Wednesday 6 p.m. Teen Group 3rd Friday of every month at 6 p.m.

#### **Oracle Church of Christ**

2425 El Paseo, Oracle

Fred Patterson 896-2452 • 896-2067

Sunday Bible Study 10 a.m. Sunday Worship 11 a.m.

#### Advertise Your Church Here!

#### First Baptist Church

1st & Nichols, San Manuel

Pastor Kevin Duncan 385-4655

Sunday Bible Study 9:45 a.m. • Worship 11 a.m. Sunday Evening Discipleship 5 p.m. Sunday Evening Worship 6 p.m. Wednesday Prayer Meeting 6 p.m.

#### Church of Jesus Christ of Latter-day Saints

San Manuel Ward • 101 S. Giffen Ave.

Bishop Will Ramsey 520-385-4866

Sunday Morning Meetings: Sacrament 10 a.m. • Bible Study 11 a.m. Priesthood, Relief Society Noon

#### The Potter's House

212 Main St., Mammoth

Pastor Ronnie Lujan 520-896-2438

Sunday School 10 a.m. • Morning Service 11 a.m. Evening Service 6:30 p.m. Wednesday Mid-Week Service 7 p.m.

#### Oracle Seventh-Day Adventist Church

2150 Hwy 77, Oracle

Saturday Sabbath School 9:30 a.m. Saturday Worship Service 11 a.m.

#### Living Word Chapel

3941 W. Hwy. 77, Oracle

Pastor James Ruiz 896-2771 • www.lwcoracle.org

Saturday Youth Service 6 p.m. (except 5th Sat.)
Sunday 1st Service 9 a.m. · Fellowship 10:30 a.m.
Sunday 2nd Service 11 a.m.
Children & Youth Classes Available for Both Services

#### Advertise Your Church Here!

#### **Community Presbyterian Church**

McNab & First Ave., San Manuel

Rev. Jeff Dixon 385-2341

Sunday Adult Bible Study 9:45 a.m. Sunday Morning Service 11 a.m. Children's Church (3rd Sunday) 11 a.m. Joyful Music Celebration 4th Sun. 4 p.m. with potluck

To be included in the weekly church listing, call the San Manuel Miner at 520-385-2266.

#### **Public Notice**

AL REGISTRARSE, REGRESE A: CONTRATO DE FRANQUICIA ENTRE

SOUTHWEST GAS CORPORATION

#### EL PUEBLO DE MAMMOTH, ARIZONA

Sección 1. <u>B</u> Otorgamiento de Franquicia Por la presente se otorga a Southwest Gas Corporation, una corporación organizada y vigente bajo y en virtud de las leyes del Estado de California (identificada en este contrato con el nombre de AConcesionario@), sus sucesores y cesionarios, el derecho y privilegio (identificada en este contrato con el nombre de AFranquicia@) para construir, mantener y operar su sistema de gas, como definido en este contrato, en, sobre, a lo largo de y debajo de las actuales y futuras servidumbres de paso públicas. Estas servidumbres de paso incluyen pero no están limitadas a las calles, callejones, senderos puentes carreteras y servidumbres de servicios públicos, y lugares públicos del Pueblo de Mammoth, Arizona (identificada en este contrato con el nombre de A el Pueblo@). El sistema de gas del concesionario es para el propósito de suministrar gas natural y/o artificial, incluyendo gas manufacturado por cualquier método sea lo que sea, y/o gas contendiendo una mezcla de gas natural y dicho gas artificial (en este contrato todos tipos de gas colectivamente se van a referir a como el Agas@) al Pueblo, sus sucesores, los habitantes de eso, y todos los individuos y entidades, si dentro o más alla de los límites de eso, para todos los propósitos. El sistema de gas del Concesionario incluye un sistema de transmisión y distribución de gas, colectores, tubería, y conductos junto con todos los accesorios necesarios y convenientes incluyendo pero no limitado a la tubería, laterales, líneas de servicio, bombas, registros, medidores, indicadores, válvulas, trampas, cercos, bóvedas, reguladores, estaciones reguladoras, accesorios adjuntos y equipo relacionado, instalaciones y accesorios para el propósito de suministrar gas.

Sección 2 <u>B</u> Término 2.1 La Fecha Vigente de esta Franquicia será el 1 de enero de 2015. Esta Franquicia deberá continuar y existir por un período de veinticinco (25) años de la Fecha Vigente. A menos que se termine más temprano por acuerdo por escrito de las partes, esta Franquicia se vencerá el 31 de diciembre de 2040.

2.2 El derecho, privilegio y franquicia que por la presente se otorga deberá continuar y existir por un período de veinticinco (25) años; siempre que, sin embargo, que cualquier parte puede reabrir cualquier y o todas las secciones para revisión adicional y posible enmienda de esta Franquicia, en su quinto (5th), duodécimo (12th), al ofrecer aviso por escrito de sus intento de hacerlo no menos de un (1) año antes del quinto (5th) o duodécimo (12th) aniversario.

Sección 3. <u>B</u> Construcción 3.1 El Concesionario deberá llevar acabo toda la construcción bajo esta Franquicia de acuerdo con las normas de industria. Antes de que el Concesionario complete cualesquier instalaciones en servidumbres de paso públicas o servidumbres de servicios públicos, El Concesionario deberá solicitar y obtener del Pueblo dicho permiso o permisos como ordena el Pueblo emitidos para otra construcción parecida o trabajo en las servidumbres de paso públicas o servidumbres de servicios públicos, y presentar un dibujo de la propuesta instalación al Ingeniero del Pueblo. A menos que sea necesario debido a una emergencia o circunstancias exigentes, si el Concesionario comienza trabajo a continuación sin obtener los permisos aplicables, entonces el Concesionario deberá pagarle al Pueblo una multa estipulada igual al ciento cincuenta por ciento (150%) de los derechos de permisos aplicables. El Concesionario también le deberá proveei al Pueblo al ser solicitado, a base anual, sus planes de capital propuestos y planes razonables de corredor en el previsible futuro de todos los mejoramientos en la área de planificación del

3.2 Si el Pueblo asume, directamente o a través de un contratista, cualquier proyecto de construcción adyacente a las instalaciones del Concesionario administradas de acuerdo con esta Franquicia, el Pueblo le deberá avisar al Concesionario de dicho proyecto de construcción. El Concesionario tomar pasos como sean razonablemente necesarios para mantener las condiciones seguras por todo el proyecto de construcción, incluyendo pero no limitado con la eliminación temporal de cerrar con barricadas la tubería o equipo, la localización de cual puede crear una condición no segura en considerar el equipo que se usará o los métodos de construcción que el Contratista debe obedecer al costo del Pueblo.

3.3 El Concesionario deberá coordinar con el Pueblo la instalación, construcción, uso, operación y re-localización de sus instalaciones dentro del Pueblo como apropiado para permitirle al Pueblo planear mejor, facilitar y proteger la seguridad pública y convenencia. El Concesionario le deberá al Pueblo con dibujos propuestos de instalación para facilitar dicha coordinación y deberá planear, responder, facilitar y diseñar sus instalaciones en coordinación con información por el Pueblo, a como lo proporcione el Pueblo. Sin limitar a lo anterior, sobre aviso razonable del Pueblo del propuesto pavimentar de una servidumbre de paso pública, el Concesionario deberá revisar el plan propuesto de pavimentar y justificado según la opinión del Concesionario de extender o reemplazar sus instalaciones a continuación para poder razonablemente evitar la necesidad de subsiguentemente cortar la servidumbre de paso pavimentada.

3.4 El Concesionario no deberá instalar, construir, mantener o usar sus instalaciones de una manera que daña o interrumpe cualesquier instalaciones existentes u otro servicio público localizado en la servidumbre de paso público o servidumbre de servicios públicos

3.5 Aquellas fases de construcción de las instalaciones del Concesionario relacionadas con el control de tráfico, rellenar, compactación y pavimentar, también como la localización o re-localización de tubería e instalaciones relacionadas en este

#### **Public Notice**

Contrato de Franquicia se proveyen serán sujetas a regulación del código Municipal del Pueblo en vigor en el momento de instalación. Si una provisión del Código Municipal del Pueblo es inconsistente con el Título 40 del Código de Reglamentos Federales o cualquier otra ley aplicable federal o del estado de Arizona, orden de regla, o reglamentos , entonces el Concesionario y el Pueblo acuerdan que el Título 40 del Código Federal de Reglamentos u otra ley federal o del estado de Arizona, orden de regla o reglamentos deberán gobernar. De acuerdo con los A.R.S. ' 40-360.30 y cualquier otra ley aplicable, el Concesionario deberá mantener registros de instalación de las localizaciones de todas las instalaciones en las servidumbres de paso públicas y servidumbres de servicio públicos. El Concesionario se defina como infraestructura crítica por el gobierno federal y como tal, el Pueblo acuerda que los registros de la localización o diseño de las instalaciones de gas natural son propietarias del Concesionario y no deberá emitir ni tener disponible cualesquier registros a cualquier parte de afuera sin el permiso por escrito expreso del Concesionario. Se permite el uso razonable de los registros del Concesionario internamente por el Pueblo para permisos y diseño de las instalaciones del Pueblo. A Si el Pueblo requiere del Concesionario la re-localización de las instalaciones del Concesionario localizadas en servidumbres privadas entonces los costos y gastos relacionados con la compra de una servidumbre de paso privada y la re-localización de las instalaciones del Concesionario se pagarán por el Pueblo. B. El Pueblo reserva su derecho superior anterior de usar las servidumbres de paso públicas y propiedad del Pueblo incluyendo las áreas de superficie, para todos los propósitos, pagados con fondos públicos. Cuando el Pueblo use su derecho superior anterior de servidumbres de paso públicas o servidumbre de servicio público, u otra propiedad del Pueblo, para un proyecto gubernamental pagado con fondos del Puebo el Concesionario deberá mover su propiedad que esta localizada en la servidumbre de paso público, o en otra propiedad del Pueblo, a su propio costo (suieto a reembolso de la Sección 7.2 de este Contrato de Franquicia), a dicha localización como acuerden el Pueblo y el Concesionario en el caso de que el proyecto gubernamental se pague totalmente o en parte con fondos no del Pueblo, entonces los costos del Concesionario de cambiar su propiedad se pagará por la fuente de fondos no del Pueblo o el Pueblo de la misma porción como fondos no del pueblo devengará el costo total del proyecto. C. El Pueblo deberá devengar el costo razonable de la re-

C. El Pueblo deberá devengar el costo razonable de la relocalización de cualesquier instalaciones, la re-localización de cual es necesaria debido a la construcción de mejoramientos por o de parte del Pueblo en fomentar la función propietaria con la excepción de que se provee de otra específicamente en esto.

D. El Pueblo y el Concesionario acuerdan que el Pueblo no es parte de litigios entre los tenedores de licencia usando la servidumbre de paso público y servidumbre de eservicio público. E. Si el Pueblo participa en el costo de re-localizar las instalaciones del Concesionario por cualquier razón, del Pueblo será limitado a aquellos costos y gastos razonablemente incurridos de la re-localización de dichas instalaciones de acuerdo con las ordenanzas del Pueblo y, cuando no en conflicto con eso, normas industriales aplicables. Los costos de Pueblo de re-localización de las instalaciones del Concesionario no deberán incluir cualesquier modificación o mejoramiento de las instalaciones del Concesionario como existána antes de la re-localización. Antes del pago por el Pueblo, el Concesionario deberá proveer una lista detalla de dichos costos y gastos.

F. El Pueblo no deberá ejercer su derecho de requerir la relocalización de las instalaciones del Concesionario de una manera no razonable y arbitraría, o de evitar su obligación bajo esta Franquicia. Si el Pueblo requiere del Concesionario relocalizar instalaciones del Concesionario para evitar conflicto con a instalación o re-localización de otras instalaciones de servicios públicos, entonces los costos y gastos relacionados con la relocalización de las instalaciones del Concesionario se pagarán por el Pueblo.
G. Todas las líneas subterráneas abandonadas deberán

G. Todas las líneas subterráneas abandonadas deberán permanecer la propiedad del Concesionario a menos que el Concesionario certifique específicamente de otro modo al Ingeniero del Pueblo y lo mismo se acepte por el Pueblo. Sujeto a reembolso bajo la Sección 7.2, el Concesionario deberá eliminar, al costo único del Concesionario, líneas abandonadas al ser solicitado por el Pueblo cuando las instalaciones abandonadas se encuentra en conflicto físico directo con un proyecto gubernamental del Pueblo pagado con fondos el Pueblo. En el caso que el proyecto se pague totalmente o en parte con fondos no del Pueblo, entonces los costos del Concesionario de cambiar las líneas subterráneas abandonadas se pagarán por la fuente de fondos no del Pueblo o el Pueblo en la misma porción como fondos no del Pueblo devengará el costo total del proyecto, El Concesionario puede contratar con el Pueblo por dicha eliminación.

Sección 4. <u>B</u> Indemnización: Seguro

4.1 El Pueblo de ninguna manera será obligado o responsable por cualquier accidente o daño que pueda ocurrir al ejercer esta Franquicia por el Concesionario de sus instalaciones bajo esta Franquicia, y la aceptación de este otorgamiento se determina ser un contrato de parte del Concesionario de indemnizar y mantener libre al Pueblo contra cualquier y todas las demandas, perdidas, costos, derechos legales, daños, u otros gastos, que se puedan imponer sobre el Pueblo por razón de las actas del Concesionario al ejercer esta Franquicia, incluyendo el mantenimiento de barricadas y aparatos de control de tráfico de las áreas de construcción y mantenimiento. El Concesionario deberá, defender, indemnizar, y mantener libre al Pueblo de y en contra de cualquier y todos los gastos y perdidas incurridas como resultado de lesión o daño a terceras partes ocasionado por el ejercer de esta Franquicia por el Concesionario, siempre que, sin embargo, dichas demandas, gastos y perdidas no sean el resultado de mala conducta intencional, actas de nedidencia

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u omisiones de parte del Pueblo.

4.2 El Concesionario deberá tener y mantener por todo el plazo de esta Franquicia seguro vigente contra reclamaciones y/o un programa de retención propia o bienes generales para asegurar adecuadamente y/o proteger la responsabilidad legal del Concesionario en referencia a la instalación, operación y mantenimiento de lineas de gas junto con todos los accesorios y deseables autorizados por esta para ocupar la servidumbre de paso pública o servidumbres de servicios públicos. Dicho seguro, programa de retención propia o bienes generales deberán proveer protección contra daños corporales y daños contra la propiedad incluyendo, sin otra limitación lo que sigue, responsabilidad por contrato y responsabilidad legal por daños resultando de explosiones, derrumbos e incidentes subterráneos. 4.3 El Concesionario deberá registrar con el Pueblo documentación de dicho seguro vigente contra reclamaciones y/o un programa de retención propia o bienes generales dentro de sesenta (60) días siguientes a la fecha de efectividad de esta Franquicia y de ahí en adelante al ser solicitada por el Pueblo. Sección 5 Restauración de Servidumbres de Paso:

5.1 Si, al instalar, uso o mantenimiento de su sistema de transmisión y distribución de gas el Concesionario daña o interrumpe el superficie o sub-superficie de cualquier camino público o propiedad pública o el mejoramiento público localizado en eso, entonces el Concesionario deberá restaurar la superficie o sub-superficies de la camino público o propiedad pública, o reparar o reemplazar el mejoramiento sobre eso como requerido por los standards de construcción. El Concesionario deberá ser responsable por los costos de la restauración o reparaciones. El Concesionario puede procurar reembolso de acuerdo con la Sección 7.2 de esta Contrato de Franquicia por los costos de restaurar la superficie o sub-superficies del camino público o propiedad pública, o repara o remplazar el mejoramiento público como requerido por los standards de construcción en ese momento.

5.2 Si dicha restauración, reparación o reemplazo no se completa dentro de un período razonable o si no satisface los standards debidamente adoptados del Pueblo, como sean enmendados de vez en cuando, el Pueblo puede, después de aviso anterior al Concesionario, completar la restauración, reparación o reemplazo necesarios o a través de sus propias fuerzas o a través de un contratista contratado, y el Concesionario acuerda reemplazar al Pueblo por los costos y gastos incurridos en completar la restauración, reparación o reemplazo necesarios dentro de treinta (30) días después de recibir una factura del Pueblo. Como se usa en esto, Acostos y gastos@ incluyen pero no se limitan a, costos administrativos y salarios de los empleados y costos de beneficio incurridos por el Pueblo en completar dicha restauración, reparaciones o reemplazos. Sección 6. B Derechos de Franquicia:

Sección 6. B Derechos de Franquicia:
6.1 En lugar de cualquier permiso u otros derechos (incluyendo pero no limitados a revisión de plan, inspección incluendo las horas extraxtraordinarias y recobros de corte de pavimento) gravados sobre el Concesionario por el Pueblo, y en consideración del otorgamiento de esta Franquicia, el Concesionario le pagará al Pueblo una cantidad igual del dos por ciento (2%) de los ingresos brutos del Concesionario obtenidos de la venta y/o entrega de su gas para todos los propósitos dentro de los límites corporativos del Pueblo como se muestra en los registros de cuentas del Concesionario. Dichos pagos serán pagaderos dentro de treinta (30) días después del fin de cuarto del calendario, y se consideran tarde si no se reciben dentro de treinta (30) días después de la fecha debida.

6.2 El Concesionario deberá pagar Derechos de Franquicia de acuerdo con los términos del Contrato de Franquicia ejecutada anteriormente entre el Concesionario y el Pueblo hasta el 31 de diciembre de 2014. Comenzando en la Fecha de Vigor, el pago como descrito en los precedentes párrafos se deberá pagar en cantidades trimestrales dentro de treinta (30) días después del fin de cada cuarto del calendario.

Sección 7 - Derechos Adicionales e Impuestos:

7.1 A no ser que cualquier provisión de este contrato declare lo contrario, el Concesionario deberá pagar, además del pago estipulado en las Sección 6, los siguientes cargos, impuestos y derechos como establecidos en un código u ordenanza debidamente adoptada por el Pueblo:

A. Impuestos sobre la propiedad al valor generales;

B. Impuesto de uso y de privilegio de transacción autorizado por ordenanza del Pueblo y recaudado por el Concesionario de sus ventas al por menor de usuarios y consumidores de gas dentro de los límites del Pueblo, sin reducción o compensación;

C. Otros cargos, impuestos o derechos gravados sobre los negocios generalmente a través del Pueblo, siempre que dicho cargo, impuesto o derechos sea un derecho fijo por año y que la cantidad anual de dichos derechos no excedan la cantidad de derechos parecidos pagados por cualesquier otros negocios operados dentro del Pueblo.

7.2 Además de y distinto a los derechos de franquicia que se muestran arriba, el Pueblo y el Concesionario acuerdan que comenzando en la Fecha de Vígor, el Pueblo deberá tasar una compensación adicional que pagará el Concesionario al Pueblo en pagos trimestrales en la cantidad igual que al dos por ciento (2%) de los ingresos brutos del Concesionario, de la venta y/o entrega de su gas natural y/o gas artificial para todos los propósitos dentro de los límites del Pueblo, como se muestra por los registros de cuentas del Concesionario. El Pueblo deberá depositar todos los fondos recaudados del Concesionario debido a dicha compensación adicional en un fondo especial titulado AFondo de Gastos de Capital de Southwest Cas. @

El Concesionario le deberá asegurar al Pueblo que todos los impuestos y otros derechos o cargos deberán permanecer combinados y empaquetados como Aimpuestos y otros derechos@ o Aimpuestos y otros cargos@ en las facturas y declaraciones del Concesionario, a menos que se ordene de otra manera por la ley o por la Comisión de Corporación de Arizona

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y sus sucesores.

y sus saccesión.

Los costos incurridos por el Concesionario pagados del Fondo de Gastos de Capital de Southwest Gas se pueden incluir por el Cocesionario en su base de tasa ni el Concesionario deberá procurar un regreso de la inversión de cualesquier gastos de capital reembolsados.

El Fondo de Gastos de Capital de Southwest Gas se usará para reembolsar al Concesionario de ciertos gastos de capital. Para los propósitos de este Contrato de Franquicia los gastos de capital sujetos a ser reembolsados por el Pueblo al Concesionario consisten de cualquier costo o gasto relacionado con cualquier trabajo completado de acuerdo con este Contrato de Franquicia, incluyendo sin limitación a cualquier trabajo ordenado bajo este Contrato de Franquicia, desarrollo de la planta de capital que se ordena por este Contrato de Franquicia o cualquier ordenanza adoptada por el Pueblo, y cualquier trabajo relacionado con cualesquier proyectos y/o ordenados por el Pueblo que requieren la re-localización y/o abandono de las instalaciones del concesionario. Los fondos del fondo de Gastos de Capital de Southwest Gas no se deberán usar para reembolsar los costos o gastos relacionados con el mantenimiento del sistema de gas, para mejoramientos a la planta de capital o para las extensiones de las líneas principales. Los gastos de los proyectos sujetos a reembolso del Fondo de Gastos de Capital del Southwest Gas deberán ser acordados por el Ingeniero del Pueblo y el Concesionario. Las facturas de dichos reembolsos del Fondo de Gastos de Capital de Southwest Gas se deberán enviar a:

Ingeniero del Pueblo de Mammoth 125 N Clark Street P.O.box 130 Mammoth, AZ 85618 Con una copia a : Pueblo de Mammoth Director de Finanzas Ingeniero del Pueblo de Mammoth 125 N. Clark Street P.O. Box 130

Mammoth, AZ 85618 Las facturas de reembolso del Fondo de Gastos de Capital del Southwest Gas se le deberán presentar al Pueblo cada año por el Concesionario no menos de 90 días después de la Fecha de Vigor del aniversario anual. Cualesquier facturas deberán reflejar los costos que se van a reembolsar durante el año terminado en la fecha de aniversario de la Fecha Vigente (AAño de Aniversario@). El Pueblo deberá aprobar y reembolsar al Concesionario las facturas aprobadas dentro de treinta (30) días de recibir las facturas de todos los costos elegibles a sei reembolsados de acuerdo con esta Sección 7, si la cantidad de dinero del Fondo de Gastos de Capital del Southwest Gas es suficiente para pagar por los gastos de capital aprobados. Si los gastos de capital del Concesionario exceden la cantidad de fondos disponibles en el Fondo de Gastos de Capital del Southwest Gas para el Año de Aniversario en que se incurrieron. el Pueblo no será responsable por la diferencia entre los fondos recaudados y la cantidad de gastos de capital. En el caso de que exista un excedente en el Fondo de Gastos de Capital del Southwest Gas después de que el Pueblo le paga al Concesionario de todas las facturas aprobadas como gastos de capital en cualquier dado Año de Aniversario, dicho excedente se deberá poner en reserva para el Pueblo y se considera propiedad del Pueblo. Los gastos aprobados del Concesionario de cualquier Año de Aniversario se le tiene que aplicar al Fondo de Gastos de Capital del Southwest Gas que la el Pueblo recibe en el mismo Año de Aniversario.

Sección 8 B Incumplimiento; Resolución de Litigio

Incumplimiento; Remedios. El fallo o aplazamiento irrazonable por cualquier Parte en cumplir con cualquier término o provisión de este Contrato por un período de diez (10) días después de aviso por escrito de eso de otra Parte deberá constituir un incumplimiento bajo este Contrato. Si el incumplimiento es de un sentido que no se puede remediar dentro de diez (10) días, el remedio se deberá comenzar dentro de dicho período, y diligentemente ejercido hasta completarse. El aviso deberá especificar la esencia del supuesto incumplimiento y la manera en que el incumplimiento se puede remediar satisfactoriamente. En el caso de un incumplimiento a continuación por cualquier Parte, la Parte no en incumplimiento deberá tener el derecho a todos los remedios de ambos la ley de equidad, incluyendo, sin limitación, a específico cumplimiento.

Resolución de Litigio. Para fomentar la cooperación de las partes en implementar este Contrato, el Pueblo y el Dueño cada uno deberá designar y nombrar un representante que actuará como un contacto entre el Pueblo y sus varios departamentos y el Concesionario. El representante inicial del Pueblo (ARepresentante del Pueblo (B) será el Administrador Municipal y el representante inicial del Concesionario será el administrador proyecto, como identificado por el Concesionario de vez en cuando (el ARepresentante del Concesionario (b). Los representantes deberán estar disponibles a todas horas razonables para discutir y revisar el cumplimiento de las Partes y el desarrollo de la Propiedad.

Arbitraje. Si ocurre una controversia a causa de o en relación con este Contrato, o incumplimiento de eso, y si la controversia no se puede acordar a triavés de mediaciones, las partes acurdan primero tratar de resolver la controversia a través de mediación antes de recurrir a arbitraje, litigio u otro procedimiento de litigio. En el caso de que las Partes no pueden acordar sobre la selección de un mediador dentro de siete (7) días, ambas Partes le pueden pedir al Juez Presidente del Tribunal Superior del Condado Pinal que nombre un mediador de una lista de mediadores que mantiene el Consorcio de Retención de Riesgo Municipal de Arizona.

Municipal de Arizona. Sección 9 **B** Franquicia; No **B** Exclusiva

Esta Franquicia no es exclusiva y por lo tanto nada de lo aquí dispuesto puede impedir que la Ciudad otorque otros privilegios,

#### Lady Miners post close 3-2 win over Hayden



Lyana Waddell bumping the ball with Angela Narvaro blocking the ball.

Samantha Sampson | SMHS

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iguales o similares, a cualquier otra persona, firma o corporación. Sección 10 B No Transferible Sin Aprobación de la Ciudad

El derecho, privilegio y franquicia otorgados por la presente no se pueden transferir por completo o en parte por el Concesionario, sus sucesores o concesionarios, sin aprobación por escrito anterior de o del Pueblo o la Comisión de Corporación de Arizona. No se requiere ningún consentimiento en relación con una asignación hecha como seguridad de acuerdo con una hipoteca o escritura de fideicomiso o en relación con transferencia subsiguiente hecha de acuerdo con cualquier instrumento.

Sección 11 - Ninguna Renuncia o Limitación de Poderes de Domino Eminente/Derecho/de Compra

El Pueblo reserva el derecho y el poder de condenar o comprar la planta y las instalaciones de distribución del Concesionario dentro de los límites corporativos o cualesquier adiciones a eso, como estipula la ley, durante el término de la Franquicia y/o vencimiento

Sección 12 B Provisiones Independientes

Si cualquier sección, párrafo, cláusula, frase o provisión de este Contrato de Franquicia y que no sea lo previsto en la Sección 6, es declarada sin validez o inconstitucional, la misma no afectará la validez de este Contrato de Franquicia en su totalidad o en cualquier otra parte de las provisiones aquí contenidas, se declaran ser inválidas o inconstitucional. Si la Sección 6 se declara sin validez o inconstitucional en su totalidad o en cualquier otra parte de la decisión final, este Contrato de Franquicia se terminará inmediatamente y ya no estará en fuerza

Sección 13 B Avisos

Cualquier aviso requerido o permitido para ser dado a conocer más adelante deberá ser por escrito, a no ser que otra cosa sea expresamente permitida o requerida, y deberá determinada efectiva o (i) mediante entrega personal a la persona que ostente el cargo expresado en la línea que dice atención en las dirección de abajo, o si dicho cargo está vacante o no existe ya, a la persona ostentado un cargo comparable, o (ii) en el tercer día laboral siguiente a su depósito en el Servicio de Correo de los Estados Unidos, por medio de correspondencia de primera clase, certificada o registrada con recibo de entrega requerido, franqueo pagado de antemano y dirigido como lo siguiente: Administrador Muncipal

125 N Clark Street Ciudad de Globe

#### **Public Notice**

Mammoth, AZ 85618 Con una copia a : Abogado de Pueblo Stephen Cooper 125 N. Clark Street

PO Box 130 Mammoth, AZ 85618

Southwest Gas Corporation: Legal Affairs Departament

Southwest Gas Corporation

10851 N. Black Canyon Highway

Phoenix, Arizona 85029-4755

Sección 14 - Aprobación de los Votantes

Este Contrato de Franquicia esta sujeto a la aprobación de los electores capacitados del Pueblo.

Sección 15 - Derechos de Auditar

El Pueblo tiene la autorización, al costo de Pueblo, de administrar un auditoria del Concesionario en cualquier tiempo durante la duración de esta Franquicia para determinar cumplimiento del Concesionario bajo este contrato. La auditoria se administrará de tal manera como no perturbe las operaciones de negocios del Concesionario, Todos los registros pertinentes del Concesionario son sujetos a una auditoria administrado por el Pueblo. El Pueblo puede determinar el alcance del auditar de cada auditar administrada. Esta auditorio no deberá requerir más de una vez

en un período de 12 meses. Sección 16 <u>B</u> Reembolso de las Conclusiones del Auditar El Concesionario le deberá pagar al Pueblo dentro de 45 días de un aviso por escrito de cualesquier cantidades que se le deben al Pueblo de Mammoth y como determinado por un auditar del Concesionario. El reembolso de cualquier pago insuficiente como resultado de las conclusiones del auditar será identificado como pagos delincuentes y serán sujetos al interés de pagos delincuentes del 18% por año.

Nosotros, los abajo firmantes, el Alcalde y el Concejo Municipal del Pueblo, Arizona, aprobamos y adoptamos este Contrato de Franquicia este día 21 de julio de 2014.

PUEBLO DE MAMMOTH Por: Fecha: Alvaro Barcelo, Alcalde

Patsy L. Large, Secretaria Municipal APROBADO EN FORMA:

Stephen Cooper, Abogado del Pueblo SOUTHWEST GAS CORPORATION, Una Corporación de

Por: Fecha: Julie Williams, Vice-Presidenta Southern Arizona, Southwest Gas Corporation

MINER Legal 10/1/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

#### Public Notice NOTICE OF LOGIC AND

ACCURACY TEST

The Pinal County Elections Department will be conducting logic and accuracy tests for the upcoming November 4, 2014 General election at the following dates and times: October 6, 2014 at 9:00 a.m. for all handicapped accessible voting devices: October 8, 2014 at 10:20 a.m. in conjunction with the Secretary of State's office for select handicapped accessible voting devices; October 6, 2014 at 9:00 a.m. for all ballot reading voting machines; October 8, 2014 at 10:20 pm in conjunction with the Secretary of State's Office for select ballot reading voting machines. The tests are open to the public and will be held at the Elections Office located at 188 S Main St Coolidge, Arizona 85128

MINER Legal 10/1/14

#### **Public Notice**

AVISO PUBLICO AVISO DE UNA PRUEBA DE LOGICA Y EXACTITUD

Departamento de Elecciones del Condado Pinal administrara pruebas de logica y exactitud de la eleccion general del dia 4 de noviembre de 2014 en las siguientes fechas y horas: 6 de octubre de 2014 a las 9:00 en la manana de toda los aparatos para votar para personas minusvalidas; 8 de octubre de 2014 ala 10:20 en lamanana junto con la Oficina de Secretario de Estado de ciertos aparatos para votar para personas minusvalidas; 6 de octubre de 2014 a las 9:00 en la manana para todas la maquinas de votacion que cuentan las balotas: 8 de octubre de 2014 a la 10:20 en la manana junto con la Oficina del Secretario del Estado de ciertos maquinas de votacion que cuentan las balotas. Las pruebas estan abiertas al publico y seran creidas en la oficina de elecciones localizado en 188 calle principal, Coolidge Arizona

MINER Legal 10/1/14

#### Public Notice

CONVOCACIÓN DE UNA ELECCIÓN AVSIO PÚBLICO DEL PUEBLO DE MAMMOTH

Por la presente se da aviso que el Pueblo de Mammoth celebrará una elección general como lo siguiente: Elección General: 4 de noviembre de 2014

\* Elección de Franquicia de Southwest Gas Corporation Fecha Tope de Inscripción Como Votante: General – 6 de octubre de 2014 /f/Patsy Large, Secretaria Municip

#### RESOLUCIÓN NO. 2014-03

UNA RESOLUCIÓN DEL ALCALDE Y EL CONCEJO DEL PUEBLO DE MAMMOTH, CONDADO PINAL, ARIZONA, QUE DECLARA QUE EL CONCEJO DETERMINA QUE LA OTORGACIÓN DE UNA FRANQUICIA DE GAS ES DE BENEFICIO PARA EL PUEBLO DE MAMMOTH; QUE ORDENA QUE UNA ELECCIÓN SE CELEBRE EL 4 DE NOVIEMBRE DE 2014, QUE EN DICHA ELECCIÓN SE LES PRESENTARÁ A LOS VOTANTES DE DICHO PUEBLO LA CUESTIÓN TOCANTE SI SE LE DEBE OTORGAR DICHA FRANQUICIA A SOUTHWEST GAS COMPANY O NO. AHORA POR CONSIGUIENTE, RESUELVE EL CONCEJO MUNICIPAL DEL PUEBLO

DE MAMMOTH, CONDADO PINAL, ARIZONA, COMO LO SIGUIENTE: Sección 1. Que el Alcalde y el Concejo Municipal del Pueblo de Mammoth determinan que la otorgación de un Contrato de Franquicia a Southwest Gas Corporation (identificada en los registros como Franquicia de Mammoth No. 2014-01, que se incorpora por esta referencia en esto como se muestra completamente en esto) es de beneficio para el Pueblo de Mammoth. Sección 2. Que por la presente se convoca y se ordena que se celebre en el Pueblo

de Mammoth el día 4 de noviembre de 2014 con el fin de presentarles a los electores capacitados del Pueblo de Mammoth la cuestión de que si la franquicia bajo los términos y condiciones del contrato mencionado arriba se le deberá otorgar a Southwest Gas Company. La elección se puede consolidar con cualquier otra elección administrada en el Pueblo el 4 de noviembre de 2014.

Sección 3. Que el Pueblo de Mammoth ofrecerá aviso de la elección especial por publicando una copia de la resolución en completo de acuerdo con la ley en la propia publicación, es decir, el San Manuel Miner, o un periódico de circulación general publicado en el Condado Pinal, Estado de Arizona, ofreciendo aviso no menos de treinta (30) días antes de la fecha de la elección. La publicación deberá ser en Inglés

Sección 4. La elección se administrará y se mantendrán las listas de la urna, y los votos emitidos en eso se contarán y se tabularán y los resultados de eso se presentarán de la manera estipulada por la ley, y solamente los electores capacitados del Pueblo se les

Sección 5. De acuerdo con las estipulaciones del Título 16, Capítulo 4, Artículo 8 Estatutos Revisados de Arizona se permitirá la votación temprana en la elección

Sección 6. Para cumplir con la Ley de Derechos de Votar de 1965, como enmendada, los siguiente procedimientos en relación con la elección se tradujerán al Español se los siguiente procedimientos en relación con la elección se inadipiran a Expansi se figirán, publicar y registrar en cada instante requiriendo el fijar, publicar y registrar dichos procedimientos: boletas, folleto de publicidad para los votantes (si lo hay) todos los materiales de votación temprana, y todas las instrucciones en las urnas.

Sección 7. Por la presente se le ordena a la Secretaria causar que se impriman las boletas y se les entreguen a las juntas de elecciones que se les proporcionarán a los efectores capacitados deseando votar en la elección. La elección especial se puede administrar usando equipo de votar como sea determinado ser en el meior interés de Pueblo por el Departamento de Elecciones del Condado y la Secretaria Municipal. Se le autoriza al Administrador del Pueblo o a la Secretaria comprometerse en un contrato o contratos con el Departamento de Elecciones del Condado para administrar la elección de parte del Pueblo

Sección 8. Después de que cierren las urnas los oficiales de la elección deberár causar que los resultados de los votos emitidos se transmitan al Alcalde y al Concejo del Pueblo. El Alcalde y el Concejo se deberán reunir en la Sala del Concejo no más tarde que el 20 de noviembre de 2014, que es el día dentro de veinte días después de la fecha de la elección, para hacer el escrutinio de los resultados de la elección El Alcalde y el Concejo serán gobernados por el voto de la mayoría sobre la cuestiór

Sección 9. Que las balotas que se usarán en dicha elección serán sustancialmente er la forma que se muestra en el Documento de Prueba A adjunto a esto e incorporado en esto por referencia. Además, el votante deberá indicar su voto "A Favor la franquicia" o "En Contra la franquicia" por colocando una "X" u otra propia indicación de su voto er el cuadro en seguida de la frase.

PASADA, ADOPTADA Y APROBADA por el Alcalde y el Concejo del Pueblo de Mammoth, Arizona, por una mayoría de los miembros presentes y votando este día

/f/ Al Barcelo Alcalde, Pueblo de Mammoth CERTIFICA: /f/Patsy Large, Pueblo de Mammoth Secretaria Municipal APROBADA EN FORMA: /f/ Stephen R. Cooper Abogado del Pueblo, Pueblo de Mammoth

Documento de Prueba A - Lenguaje de la Boleta de la Elección de Franquicia del 4 de

TÍTULO OFICIAL: ¿Se deberá renovar/otorgar una Franquicia a Southwest Gas Corporation para construir, mantener y operar un sistema de servicio público de gas en el Pueblo de Mammoth, Arizona, y adiciones en el futuro al Pueblo, de acuerdo con e contrato que presenta el Alcalde y el Concejo del Pueblo de Mammoth, Arizona, a los electores capacitados de dicho Pueblo?

TÍTULO DESCRIPTIVO: Esta Franquicia, si renovada/otorgada, iba a autorizar a Southwest Gas Corporation continuar operando un sistema de servicio público de gas dentro de los límites del Pueblo de Mammoth.

Un voto de "Sí" tendrá el efecto de renovar/otorgar un Contrato de Franquicia a Southwest Gas Corporation para construir, instalar, operar, y mantener un sistema de servicio de gas en el Pueblo de Mammoth. Un voto de "NO" tendrá el efecto de negar el Contrato de Franquicia a Southwest Gas

Corporation para construir, instalar, operar, y mantener un sistema de servicio de gas

MINER Legal 10/1/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

#### Pregnant? Need Help? Call 520-896-9545

#### Public Notice

FRANCHISE AGREEMENT BETWEEN SOUTHWEST GAS CORPORATION AND
THE TOWN OF MAMMOTH, ARIZONA

Section 1 - Grant of Franchise

There is hereby granted to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called "Grantee"), its successors and assigns, the right and privilege to construct, maintain and operate its gas system, as defined herein, upon, over, along, across and under the present and future public rights-of-way (herein called the "Franchise"). These public rights-of-way include, but are not limited to, streets, alleys, ways, bridges, highways public utility easements, and public places within the Town of Mammoth Arizona (herein called "Town"). Grantee's gas system is for the purpose of supplying natural gas and/or artificial gas, including gas manufactured by any method whatsoever, and/ or gas containing a mixture of natural gas and such artificial gas (herein all types of gas will be collectively referred to as "gas") to Town, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee's gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities and appurtenances for the purpose of supplying gas

2.1 The Effective Date of this Franchise shall be January 1st, 2015. This Franchise shall continue and exist for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on December 31st, 2040.

2.2 The right, privilege and franchise hereby granted shall continue and exist for a period of twenty-five (25) years; provided, however, that either party may reopen any or all sections for further review and possible amendment of this Franchise, on its fifth (5th) or twelfth (12th) anniversary, by giving written notice of its intention to do so not less than one (1) year before the fifth (5th) or twelfth

Section 3 – Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with established industry standards. Before Grantee makes any installations in the public rights-of-way or public utility easements, Grantee shall apply for and obtain from Town such permit or permits as are required by Town to be issued for other similar construction or work in the public rights-of-way or public utility easements and submit a proposed installation drawing to the Town Engineer. Unless necessitated by emergency or exigent circumstances, should Grantee commence work hereunder without obtaining applicable permits, then Grantee shall pay to Town a stipulated penalty of equal to one-hundred fifty perce (150%) of the applicable permit fees. Upon request, Grantee shall also provide the Town with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all improvements in the Town's planning area. The Town shall provide Grantee with their proposed capital improvement plan on an annual basis.

If Town undertakes, either directly or through a contractor any construction project adjacent to Grantee's facilities operated pursuant to this Franchise, Town shall notify Grantee of such construction project. Grantee will take steps as are reasonably necessary to maintain safe conditions throughout the construction project, including but not limited to the temporary removal or barricading of Grantee's pipelines or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the Contractor, at Town's cost.

3.3 Grantee shall coordinate with Town the installation, construction, use, operation and relocation of its facilities within Town as appropriate to enable Town to better plan, facilitate and protect public safety and convenience. Grantee shall provide Town with proposed installation drawings to facilitate such coordination and shall plan, respond, facilitate and design its facilities in coordination with Town input, as Town may provide. Without limiting the foregoing, upon reasonable notice by Town of the proposed paving of a public right-of-way, Grantee shall review the proposed paving plan and if warranted in the Grantee's judgment extend or replace its facilities hereunder in order to reasonably avoid the need to subsequently cut the paved right-of-way.

3.4 Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public right-of-way or public utility

3.5 Construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of pipelines and related facilities herein provided for in this Franchise Agreement is subject to regulation the applicable provisions of the Town Municipal Code in place at the time of installation. If a provision of the Town Municipal Code is inconsistent with Title 40 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule order, or regulations, then the Grantee and Town agree that Title 40 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulations shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall keep installation records of the location of all facilities in the public rights-of-way and public utility easements. Grantee is defined as critical infrastructure by the federal government and as such, Town agrees that records of the location or design of natural gas facilities are proprietary to Grantee and shall not release nor make available any records to any outside party without the expressed, written permission of Grantee Reasonable use of Grantee's

#### **Public Notice**

records internally by Town for permitting and design of Townowned facilities is permissible.

If Town requires Grantee to relocate Grantee's facilities which are located in private easements then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's facilities shall be paid by Town.

The Town reserves its prior superior right to use the public rights-of-way and Town property, including the surface areas, for all governmental projects funded with Town funds. When the Town exercises its prior superior right to the public rights-of-way, or other Town property,, for a governmental project funded with Town funds, the Grantee shall move its property that is located in the public rights-of-way, or on other Town property, at Grantee's own cost (subject to reimbursement in Section 7.2 of this Franchise Agreement), to such location as the Town and Grantee agree. In the event the governmental project is paid for totally or in part with non-Town funds, then the Grantee's costs of moving its property shall be borne by the source of the non-Town funds or the Town in the same ratio as the non-town funds bears the total project cost. Town will bear the reasonable cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function except as otherwise specifically provided herein

The Town and the Grantee agree that Town is not a party to disputes among permittees or other interest parties using the public right-of-way and public utility easements.

If Town participates in the cost of relocating Grantee's facilities for any reason, the cost to the Town shall be limited to those costs and expenditures reasonably incurred for relocating such facilities in accordance with Town ordinances and, where not in conflict therewith, applicable industry standards. Costs to the Town for relocation of Grantee's facilities shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to payment by Town, Grantee shall provide an itemization of such costs and expenditures.

Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise. If Town requires Grantee to relocate Grantee's facilities to avoid conflict with the installation or relocation of other utility facilities, then the costs and expenditures associated with relocating Grantee's facilities shall be paid by the

All underground abandoned lines shall continue to remain the property of the Grantee, unless the Grantee specifically acknowledges otherwise to the Town Engineer and such is accepted by the Town. Subject to reimbursement under Section 7.2. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of Town when Grantee's facilities are in direct physical conflict with the Town's governmental project that is funded with Town funds. In the event the governmental project is paid for totally or in part with non-Town funds, then the Grantee's costs of moving the underground abandoned lines shall be paid by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear the total project cost. Grantee may contract with Town contractor for such removal

Section 4 – Indemnification; Insurance 4.1 Town shall in no way be liable or responsible for any accident or damage that may occur in the exercise of this Franchise by Grantee of its facilities under this Franchise, and the acceptance of this grant shall be deemed an agreement on the part of Grantee to indemnify and hold harmless the Town from and against any and all liability, loss, costs, legal fees, damages or any other expenses, which may be imposed on the Town by reason of the acts of the Grantee in the exercise of this Franchise, including the maintenance of barricades and traffic control devices in construction and maintenance areas. Grantee shall defend indemnify, and save Town harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by Grantee, provided, however, that such claims, expenses and losses are not the result of any willful or grossly negligent acts of Town.

4.2 Grantee shall maintain throughout the term of this Franchise liability insurance and/or a program of self-retention or general assets, to adequately insure and/or protect the legal liability of Grantee with respect to the installation, operation and maintenance of the gas lines together with all the necessary and desirable appurtenances authorized herein to occupy the public rights-of-way or public utility easements. Such insurance, selfretention or general asset program will provide protection for bodily injury and property damage including, without otherwise limiting the foregoing, contractual liability and legal liability for damages arising from explosion, collapse and underground incidents.
4.3 Grantee shall file with Town documentation of such liability

insurance, self-retention or general asset program within sixty (60) days following written request of Town.

Section 5 - Restoration of Rights-of-Way

5.1 If, in the construction, maintenance or operation of its gas system, Grantee damages or disturbs the surface or subsurface of any public road adjoining public property or the public improvement located thereon, then Grantee shall restore the surface or subsurface of the public road or public property, or repair or replace the public improvement as required by construction standards in effect at that time. The Grantee shall be responsible for the costs of the restoration or repair. The Grantee may seek reimbursement pursuant to Section 7.2 of this Franchise Agreement for the costs to restore the surface or subsurface of the public road or public property, or repair or replace the public improvement as required by construction standards in effect at that time.

5.2 Should such restoration, repair or replacement not be completed within a reasonable time or fail to meet Town's construction standards in effect at that time, the Town may, after prior notice to Grantee, perform the necessary restoration, repair or replacement either through its own forces or through a hired contractor, and Grantee agrees to reimburse the Town for its costs

#### **Public Notice**

and expenses in so doing within thirty (30) days after its receipt of the Town's invoice. As used herein, "costs and expenses" includes. but is not limited to, administrative costs and employee wages and benefits costs incurred by the Town in the performance of such restoration, repair or replacement. Section 6 – Franchise Fee

6.1 In lieu of any permit or other fees (including but not limited to plan review, inspection including overtime and pavement cut surcharges) being imposed on the Grantee by Town, and in consideration of the grant of this Franchise, Grantee shall pay to Town a sum equal to two percent (2%) of the gross revenues of Grantee from the sale and/or delivery by it of gas for all purposes within the corporate limits of Town as shown by Grantee's billing records. Such payments are to be due and payable thirty (30) days after the end of the calendar quarter, and will be considered late if

not received within thirty (30) days of the due date.
6.2 Grantee shall pay Franchise Fees pursuant to the terms of the previously executed Franchise Agreement between Grantee and Town through December 31st, 2014. Beginning on the Effective Date, payment as described in the preceding paragraphs shall be payable in quarterly amounts within thirty (30) days after the end of each calendar quarter.

Section 7 — Additional Fees and Taxes

7.1 Notwithstanding any provision to the contrary herein, Grantee shall, in addition to the payment provided in Section 6, pay the following charges, taxes and fees as established in a code or ordinance properly adopted by the Town:

General ad valorem property taxes;

Transaction privilege and use tax authorized by Town ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the Town, without reduction or offset:

Other charges, taxes or fees levied upon businesses generally through the Town provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within

7.2 In addition to and separate from the Franchise Fee set forth above, the Town and the Grantee agree that, beginning on the Effective Date, the Town shall allow additional compensation to be paid by Grantee to the Town in quarterly payments in the amount equal to two percent (2%) of the gross revenues of Grantee, from the sale and/or delivery by it of natural and/or artificial gas for all purposes, within the corporate limits of Town, as shown by Grantee's billing records. The Town shall place all funds collected from Grantee due to such additional compensation in a special fund labeled "Southwest Gas Capital Expenditures Fund."

The Grantee assures the Town that all taxes and other fees or charges shall remain combined and bundled as "taxes and other fees" or "taxes and other charges" on Grantee's invoices/ statements, unless mandated otherwise by law or by the Arizona Corporation Commission and its successors.

Costs incurred by Grantee that are reimbursed by the Southwest Gas Capital Expenditures Fund may not be included by the Grantee in its rate base nor shall Grantee seek a return on investment for any such reimbursed capital expenditures

The Southwest Gas Capital Expenditures Fund will be used to reimburse Grantee for certain capital expenditures. For purposes of this Franchise Agreement, the capital expenditures that are subject to reimbursement to Grantee by Town consist of any cost or expenditure related to any work performed pursuant this Franchise Agreement, including but not limited to any work required under this Franchise Agreement, development of capital plant which is required by this Franchise Agreement or any ordinance adopted by Town, and any work related to any Town-driven and/or public works projects that require the relocation and/or abandonment of Grantee's facilities. The Southwest Gas Capital Expenditures Fund monies shall not be used for the reimbursement of costs or expenditures relating to the maintenance of the gas system, for improvements to capital plant or for main line extensions. Project expenditures subject to recovery from the Southwest Gas Capital Expenditures Fund shall be agreed upon by the Town Engineer and Grantee. Invoices for such reimbursements from the Southwest Gas Capital Expenditures Fund shall be sent to:

Town of Mammoth Engineer, 125 N. Clark Street, P.O. Box 130, Mammoth AZ 85618

With a copy to: Town of Mammoth, Finance Director, Town of Mammoth Engineer, 125 N. Clark Street, P.O. Box 130, Mammoth,

Invoices for reimbursement from the Southwest Sale Sale.

Expenditures Fund shall be submitted to the Town annually by Invoices for reimbursement from the Southwest Gas Capital Grantee no later than 90 days after the annual anniversary the Effective Date. Any such invoices shall reflect the costs to be reimbursed during the year ending on the anniversary of the Effective Date ("Anniversary Year"). The Town shall approve and reimburse Grantee for approved invoices within thirty (30) days of receipt of the invoices for all costs eligible for reimbursement pursuant to this Section 7. if the amount of money in the Southwest Gas Capital Expenditures Fund is sufficient to pay the approved capital expenditures. Should Grantee's annual capital expenditures exceed the amount of funds available in the Southwest Gas Capital Expenditures Fund for the Anniversary Year in which they were incurred, the Town shall not be liable for the difference between the funds collected and the capital expenditure amount. In the event there is a surplus in the Southwest Gas Capital Expenditures Fund after the Town reimburses Grantee for all invoices for approved capital expenditures in any given Anniversary Year, surplus shall be set aside for the Town and becomes the property of the own. Approved capital expenditures by Grantee for any given Anniversary Year must be applied toward the Southwest Gas Capital Expenditures Funds received by the Town for that same Anniversary Year.

Section 8 - Default; Dispute Resolution

Default; Remedies. Failure or unreasonable delay by any Party to perform any term or provision of this Agreement for a period

#### **Public Notice**

of ten (10) days after written notice thereof from another Party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any Party, the non-defaulting Party shall be entitled to all remedies at both law and in equity, including, without limitation, specific nerformance

Dispute Resolution. To further the cooperation of the parties in implementing this Agreement, the Town and the Grantee each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Grantee. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Grantee shall be its project manager, as identified by the Grantee from time to time (the "Grantee Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Property.

Mediation. If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiations, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

Section 9 – Franchise; Non-Exclusive This Franchise is non-exclusive, and nothing herein contained shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation. Section 10 – No Transfer Without Consent

The right, privilege and franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior written consent of the Town and the Arizona Corporation Commission. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.

Section 11 - No Waiver or Limitation of Powers of Eminent Domain/Right to Purchase

Town reserves the right and power to condemn and purchase the plant and distribution facilities of the Grantee within the corporate imits or any additions thereto, as provided by law, during the term of the Franchise and/or upon its expiration.

Section 12 - Independent Provisions

If any section, paragraph, clause, phrase or provision of this Franchise Agreement, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, this Franchise Agreement shall immediately terminate and shall be of no further force or effect.

Section 13 - Notices

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt

requested, postage prepaid, addressed as follows:
To the Town: Town Manager, 125 N. Clark Street, P.O. Box 130, Mammoth, AZ 85618

With a copy to: Town Attorney, Stephen Cooper, 125 N. Clark Street, P.O. Box 130, Mammoth, AZ 85618

To Southwest Gas Corporation: Legal Affairs Department Southwest Gas Corporation, 10851 N. Black Canyon Highway Phoenix, Arizona 85029-4755

Section 14 – Voter Approval This Franchise Agreement is subject to the approval of the qualified electors of the Town.

Section 15 – Audit Rights

Town has the authority, at Town's expense, to conduct an audit of the Grantee at any time during the duration of this Franchise to determine compliance of the Grantee under this agreement. The audit shall be conducted in such a way as not to disrupt Grantee's business operations. All pertinent records of the Grantee are subject to an audit conducted by the Town. The Town may determine the scope of audit in each audit conducted. This audit shall not be required more than once in a single 12 month period. Section 16 – Reimbursement for Audit Findings The Grantee shall pay to the Town within 45 days written notice

any amounts that are due to the Town as determined by any audit of the Grantee. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject

to late payment interest of 18% per year.
We, the undersigned, Mayor and Town Council of the Town of Mammoth, Arizona, pass and adopt this Franchise Agreement this 21st day of July, 2014.

TOWN OF MAMMOTH By: Alvaro Barcelo, Mayor Date

July 21, 2014

ATTEST: Patsy L. Large, Town Clerk
APPROVED AS TO FORM: Stephen Cooper, Town Attorney
SOUTHWEST GAS CORPORATION A California Corporation

By: Julie Williams, Vice President Southern Arizona, Southwest Gas Corporation
MINER Legal 10/1/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

#### **PRINTER**

Continued from page 8

facet of industry, medicine, space exploration, art, communication, education and research. It will also have an impact on society.

Industrial 3D printers can cost as much as \$500,000. The printers are available for between \$300 and \$10,000 plus depending on their capabilities. The printer used for the library presentation cost \$2,000. It took about 40 minutes for the plastic robot to be constructed. San Manuel Librarian Kathy Smith said that the library will be having classes on design software and will continue to educate the public on the latest technology.

#### **Public Notice**

#### **CALL OF ELECTION** PUBLIC NOTICE OF THE TOWN OF MAMMOTH

Notice is hereby given that the Town of Mammoth will hold a general election as follows. General Election: November 4, 2014

Southwest Gas Corporation Franchise Election Voter Registration Deadline: General - October 6, 2014 /s/Patsy Large, Town Clerk

RESOLUTION NO. 2014-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF MAMMOTH, PINAL COUNTY, ARIZONA, DECLARING THAT THE COUNCIL DEEMS THAT GRANTING A GAS FRANCHISE WOULD BE BENEFICIAL FOR THE TOWN OF MAMMOTH; ORDERING A SPECIAL ELECTION TO BE HELD ON THE 4TH DAY OF NOVEMBER, 2014, AT WHICH ELECTION THERE SHALL BE SUBMITTED TO THE VOTERS OF SAID TOWN THE QUESTION AS TO WHETHER OR NOT SAID FRANCHISE SHALL BE GRANTED TO SOUTHWEST GAS CORPORATION NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF

MAMMOTH, PINAL COUNTY, ARIZONA, AS FOLLOWS: Section 1. That the Mayor and Town Council of the Town of Mammoth deem the Section 1. That the Mayor and Town Council of the rown or manimous decimals granting of a Franchise Agreement to Southwest Gas Corporation (identified in Town records as Mammoth Franchise No. 2014-01, which is incorporated by this reference herein as if fully set forth herein) is beneficial to the Town of Mammoth.

Section 2. That a special election is hereby called and ordered to be held in the Town of Mammoth on the 4th day of November, 2014, for the purpose of submitting to a vote of the qualified electors of the Town of Mammoth, the question as to whether the franchise under the terms and conditions of the above-referenced agreement shall be granted to Southwest Gas Corporation. The election may be consolidated with any other election conducted in the Town on November 4, 2014.

Section 3. That the notice of said election shall be given by the Town of Mammoth by causing a copy of the resolution to be published in full according to law in the proper publication, namely, the San Manuel Miner, or a newspaper of general circulation published in Pinal County, State of Arizona, affording not less than thirty (30) days notice prior to the date of the election. The publication shall be in English and Spanish.

Section 4. The election will be conducted and the poll lists kept, and the votes cast there shall be counted and tabulated and the returns thereof will be made in the manner provided by law, and only qualified electors of the Town will be allowed to vote at the

Section 5. Early voting will be permitted at the election in accordance with the provisions

of Title 16, Chapter 4, Article 8, Arizona Revised Statutes.

Section 6. In order to comply with the Voting Rights Act of 1965, as amended, the following proceedings pertaining to this election will be translated into Spanish and posted, published and recorded in each instance where posting, publication and recording of such proceedings are required: ballot, voter information pamphlet (if any), all early voting material, and all instructions at the polls.

Section 7. The Clerk is hereby directed to cause ballots to be printed and delivered to the election boards to be furnished to the qualified electors offering to vote at the election. The special election may be conducted using such voting equipment as shall be determined to be in the best interests of the Town by the County Elections Department and the Town Clerk. The Town Manager or Clerk are authorized to enter into an agreement or agreements with the County Elections Department to conduct the election for the Town.

Section 8. After the polls are closed the election officials shall cause the results of the votes cast to be transmitted to the Mayor and Council of the Town. The Mayor and Council will meet at the Council Chambers no later than November 20, 2014, which is a day within twenty days after the election date, to canvass the returns of the election The Mayor and Council will be governed by the vote of the majority on the question

Section 9. The ballots to be used at said election shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein by this reference. Further, the voter shall indicate his or her vote "For the franchise" or "Against the franchise" by inserting an "X" or other proper indication of their vote in the square opposite the phrase. PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Mammoth, Arizona, by a majority of the members present and voting this 21st day of

/s/ Al Barcelo Mayor, Town of Mammoth ATTEST: /s/ Patsy Large, Town Clerk, Town of Mammoth APPROVED AS TO FORM: /s/ Stephen R. Cooper, Town Attorney, Town

Exhibit A – Ballot Language for Franchise Election on November 4, 2014

OFFICIAL TITLE: Shall a Franchise be renewed/granted to Southwest Gas Corporation to construct, maintain and operate a gas utility system in the Town of Mammoth, Arizona, and future additions to the Town, in accordance with the agreement submitted by the Mayor and Council of the Town of Mammoth, Arizona, to the qualified electors of said Town?

DESCRIPTIVE TITLE: This Franchise, if renewed/granted, would authorize Southwest Gas Corporation to continue to operate a public gas utility system within the town limits of the Town of Mammoth.

A "YES" vote shall have the effect of renewing/granting a Franchise Agreement to Southwest Gas Corporation to construct, install, operate and maintain a gas utility system in the Town of Mammoth. A "NO" vote shall have the effect of denying the Franchise Agreement to Southwest Gas Corporation to construct, install, operate and

maintain a gas utility system in the Town of Mammoth MINER Legal 10/1/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

#### Public Notice

Notice Of Publication

Articles Of Organization Have Been Filed In The Office Of The Arizona Corporation Commission For I Name: Iconic Plumbing Services LLC. L-19-52003-9. II The address of registered office is: 3753 E Sandwick Dr, San Tan Valley AZ 85140. The name and address of the Statutory Agent is: Alexandro James-Paul Espinoza, 3753 E Sandwick Dr San Tan Valley AZ 85140. III Management of limited liability company is reserved to the members. The names and addresses of each person who is a member are: Alexandro James-Paul Espinoza, 3753 E Sandwick Dr, San Tan Valley AZ 85140, member; Elisandro Guerreo Espinoza, 3753 E Sandwick Dr, San Tan Valley AZ 85140, member. Publish: 10/1/14, 10/8/14, 10/15/14

#### **Public Notice**

NOTICE OF THE FILING OF ARTICLES F ORGANIZATION OF 1865 N PINAL AVENUE, LLC Pursuant to, and in accordance with, Arizona Revised Statutes Section Statutes Section 29-635(C), notice is hereby given that the Articles of Organization of 1865 N Pinal Avenue, LLC, an Arizona limited in the Articles of Organization of 1865 N Pinal Avenue, company, have been filed by the Arizona Corporation Commission. The following information is included in such Articles of Organization: 1. The name of the limited liability company is 1865 N Pinal Avenue, LLC L-1950692-3. 2. The address of the registered office of the limited liability company and the name and business address of the agent for service of process are: Registered Office: 1115 E. Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 Mailing Address: Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 Statutory Agent David A. Fitzgibbons III Fitzgibbons Law Offices, PLC 1115 E. Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 3. Management of this limited liability company is vested in a manager. David A. Fitzgibbons III, 1115 E. Cottonwood Suite 150, Casa Grande, AZ 85122, shall serve as manager of the limited liability company at the time of its formation. Dated this 5 day of September, 1865 N Pinal Avenue, LLC /s/ David A. Fitzgibbons III

MINER Legal 10/1/14, 10/8/14, 10/15/14

#### **Public Notice**

NOTICE OF THE FILING OF ARTICLES OF ORGANIZATION OF COBH. LLC Pursuant to, and in accordance with, Arizona Revised Statutes Section 29-635(C), notice is hereby given that the Articles of Organization of Cobh, LLC, an Arizona limited liability company, have been filed by the Arizona Corporation Commission. The following information is included in such Articles of Organization: 1. The name of the limited liability company is Cobh, LLC L-1950693-4 The address of the registered office of the limited liability company and the name and business address of the agent for service of process are: Registered Office: 1115 E. Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 Mailing Address: 1115 E. Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 Statutory Agent: David A. Fitzgibbons Fitzgibbons Law Offices, PLC 1115 E. Cottonwood Lane, Suite 150 Casa Grande, AZ 85122 3. Management of this limited liability company is vested in the members. The name and mailing address of each person who is a member of the limited liability company at the time of its formation is: David A. Fitzgibbons III, 1115 E. Cottonwood Lane, Suite 150, Casa Grande, AZ 85122; Denis M. Fitzgibbons, 1115 E. Cottonwood Lane, Suite 150, Casa Grande, AZ 85122; Lisa Navarro Fitzgibbons, 1115 E. Cottonwood Lane Suite 150, Casa Grande, AZ 85122. Dated this 5th day of September, 2014. Cobh, LLC /s/ David A. Fitzgibbons III /s/ Denis M. Fitzgibbons /s/ Lisa Navarro Fitzgibbons
MINER Legal 10/1/14, 10/8/14, 10/15/14

#### **Public Notice**

Notice Of Publication

Articles Of Organization Have Been Filed In The Office Of The Arizona Corporation Commission For I Name: Santan Valley Purification LLC. L-19-47508-0. II The address of registered office is: 476 E Stirrup Ln, San Tan Valley AZ 85143. The name and address of the Statutory Agent is: National Contractor Services Corporation, 1010 E Jefferson St Phoenix AZ 85034. III Management of limited liability company is reserved to the members. The names and addresses of each person who is a member are: Terry L (only) Hammond, 270 E Hunt Hwy Ste 16-230, Florence AZ 85132, member; Angel Bussert McMahon, 24117 N Mohave Ln. Florence AZ 85132, member. Publish: 9/17/14, 9/24/14, 10/1/14

#### **Public Notice**

FILE NO. 1925768.0 ARTICLES OF INCORPORATION OF (An Arizona Business Corporation) 1. names of the Corporation is: DRY RIVER RENTALS, INC 2. Initial Business. The Corporation initially intends to conduct the business of TOOL, EQUIPMENT, OUTDOOR, ATV, RV AND BOAT RENTALS 3. Authorized Capital. The Corporation shall have authority to issue 1500 shares of Common Stock. Known place of Business (In Arizona) The street address of the known place of business of the Corporation is: 621 S. CODY LOOP RD, ORACLE, AZ 85623 5. Statutory Agent (in Arizona) The name and address of the statutory agent of the Corporation is: DAVID THOMPSON 821 S. CODY LOOP RD, ORACLE, AZ 85623 6. Board of Directors The initial board of directors shall consist of 1 director. The name(s) and address(es) of the person(s) who is (are) to serve as the director(s) until the first annual meeting of shareholders or until his (her) (their) successor(s) is (are) elected and 812 S CODY LOOP RD ORACLE AZ 85623 The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws, 7. Incorporators. The name(s) and address(es) of the incorporator(s) is (are): MARSHA SIHA 134 Vintage Park Blvd., Ste A, Unit 60 HOUSTON, TX 77070 All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Arizona Corporation Commission. 8. Indemnification of Officers Directors Employees and Agents. The corporation shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law. 9. Limitation of Liability. To the fullest extent permitted by the Arizona Revised Statutes, as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for any action taken or any failure to take any action as a director. No repeal. amendment or modification of this article, whether direct or indirect, shall eliminate or reduce its effects with respect to any act or omission of a director of the Corporation occurring prior to such repeal, amendment or modification. EXECUTED this 6th day of May, 2014 by all of the Incorporators, Signed: Marsha Siha PHONE: 888-462-3450 FAX: 713-803-6141 Acceptance of Appointment By Statutory Agent The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 8th day of May, 2014. Signed David Thompson
MINER Legal 9/17/14, 9/24/14, 10/1/14

#### Public Notice

Recorded: 8/26/2014

following described trust property will

Trustee's Sale No.: 4866-6 Notice Of Trustee's Sale

be sold pursuant to the power of sale under that certain the Deed of Trust and Assignment of Rents dated October 30 2013, executed by Donald J. Arnett and Laurie A. Arnett, as trustors ("Trustors") in which Edward Spilo and Christina Spilo are named beneficiaries, and recorded on November 4, 2013, at Fee No. 2013-087297, records of Pinal County, Arizona ("Deed of Trust"). The trustee's sale will be conducted as a public auction at the main entrance to the Superior Court Building, 971 North Jason Lopez Circle, Building A, Florence, Arizona, on November 25, 2014, at 10:00 a.m. The property being sold pursuant to the Deed of Trust (collectively, the "Trust Property") is the real property located in the Pinal County, Arizona, more particularly described in Exhibit A attached hereto, and together with the rents, issues, profits and income therof. Trust Property Location: The Trust Property is located approximately 496 feet south of West Silverdale Road and approximately three-quarters of a mile west of North Gary Road in unincorporated Pinal County, Arizona. Tax Parcel No: 509-19-2630 for 2015 tax year (previously the Trust Property was a portion of 509-19-018J). Original Principal Balance: \$53,400.00, Dated this 26th day of August, 2014. By /s/ Kevin J Blakley Manner of Trustee qualification: Pursuant to A.R.S. § 33-803(a)(2), Member of the State Bar of Arizona Name of Trustee's licensing body: State Bar of Arizona Names and Address of Beneficiary: Edward Spilo Christina Spilo 1241 N. Sparrow Drive Gilbert, Arizona 85234 Names and Address of Original Trustors: Donald J. Arnett Laurie A. Arnett 17918 W. Evans Drive Surprise, Arizona 85388 Names and Addresses of Current Trustors: Donald J. Arnett Laurie A. Arnett 17918 W. Evans Drive Surprise, Arizona 85388 Donald J. Arnett Laurie A. Arnett 21995 East Duncan Court Queen Creek Arizona 85142 Name, Address and Phone Number of Trustee: Kevin Gammage & Burnham P.L.C. Two North Central Avenue, 15th Floor Phoenix, Arizona 85004 (602) 256-0566 State Of Arizona ) ) ss. County of Maricopa ) This instrument was acknowledged before me this 26th day of August, 2014, by Kevin J. Blakley, Trustee. (Notary Seal) /s/ Jackie Benton Notary Public Expires 01/14/2016 Description of document to which this notarial certificate is attached: Type/Title: Notice of Trustee's Sale Date of Document: August 26, Number of pages: 3 (including Exhibit A) Additional Signers (other than those named in this notarial certificate) We Are Debt Collectors. We Are Attempting To Collect A Debt. Any Information We Receive Will Be Used For That Purpose Exhibit A Legal Description Parcel No. 1: The East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 3 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County Arizona, being a portion of Parcel 18 of Bonanza Highlands, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Surveys, Page 184 and Amended in Book 2 of Surveys Page 192; Except the North 495.54 feet thereof, Parcel No. 2: An easement for ingress and egress and public utilities over the following described property: The West 20 feet of the North 495.54 feet of the East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 3 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, being a portion of Parcel 18 of Bonanza Highlands, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Surveys, Page 184 and Amended in Book 2 of Surveys, Page 192. Publish: 9/24/14, 10/1/14, 10/8/14,

#### Public Notice

Trustee's Sale No.: 4866-7 Notice Of Trustee's Sale

(Lot 3) Recorded: 8/26/2014 The following described trust property will be sold pursuant to the power of sale under that certain the Deed of Trust and Assignment of Rents dated October 30, 2013, executed by Donald J. Arnett and Laurie A. Arnett, as trustors ("Trustors") in which Edward Spilo and Christina Spilo are named beneficiaries, and recorded on November 5, 2013, at Fee No. 2013-087302, records of Pinal County, Arizona ("Deed of Trust"). The trustee's sale will be conducted as a public auction at the main entrance to the Superior Court Building 971 North Jason Lopez Circle, Building A, Florence, Arizona, on November 25, 2014, at 10:00 a.m. The property being sold pursuant to the Deed of Trust (collectively, the "Trust Property") is the real property located in the Pinal County Arizona, more particularly described in Exhibit A attached hereto, and together with the rents, issues, profits and income therof. Trust Property Location: The Trust Property is located approximately 330 feet south of West Silverdale Road and approximately three-quarters of a mile west of North Gary Road in unincorporated Pinal County, Arizona. Tax Parcel No: 509-19-2620 for 2015 tax year (previously the Trust Property was a portion of 509-19-018J). Original Principal Balance: \$53,400,00. Dated this 26th day of August, 2014. By /s/ Kevin J. Blakley Manner of Trustee qualification: Pursuant to A.R.S. § 33-803(a)(2), Member of the State Bar of Arizona Name of Trustee's licensing body: State Bar of Arizona Names and Address of Beneficiaries: Edward Spilo Christina Spilo 1241 N. Sparrow Drive Gilbert, Arizona 85234 Names and Address of Original Trustors: Donald J. Arnett Laurie A. Arnett 17918 W. Evans Drive Surprise, Arizona 85388 Names and Addresses of Current Trustors: Donald J. Arnett Laurie A. Arnett 17918 W. Evans Drive Surprise, Arizona 85388 Donald J. Arnett Laurie A. Arnett 21995 East Duncan Court Queen Creek, Arizona 85142 Name, Address and Phone Number of Trustee: Kevin J. Blakley Gammage & Burnham P.L.C. Two North Central Avenue, 15th Floor Phoenix, Arizona 85004 (602) 256-0566State Of Arizona ) ss. County of Maricopa ) This instrument was acknowledged before me this 26th day of August, 2014, by Kevin J. Blakley, Trustee. (Notary Seal) /s/ Jackie Benton Notary Public Expires 01/14/2016 Description of document to which this notarial certificate is attached: Type/Title: Notice of Trustee's Sale Date of Document: August 26, 2014 Number of pages: 3 (including Exhibit A) Additional Signers (other than those named in this notarial certificate) We Are Debt Collectors. We Are Attempting To Collect A Debt. Any Information We Receive Will Be Used For That Purpose, Exhibit A Legal Description Parcel No. 1: The South 165.18 feet of the North 495.54 feet of the East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 3 South, Range 7 East of the Gila and Salt River Base and Meridian, Pinal County Arizona, being a portion of Parcel 18 of Bonanza Highlands, according to the survey of record in the office of the County Recorder of Pinal County, Arizona, recorded in Book 2 of Surveys Page 184 and Amended in Book 2 of Surveys, Page 192; Reserving unto the Grantor an easement for ingress, egress and public utilities over the West 20.00 feet thereof. Parcel No. 2: An easement for ingress and egress and public utilities over the following described property: The West 20 feet of the North 330.36 feet of the East half of the Northeast quarter of the Northeast quarter of the Southwest quarter of Section 25, Township 3 South Range 7 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, being a portion of Parcel 18 of Bonanza Highlands, according to Book 2 of Surveys, Page 184 and Amended in Book 2 of Surveys, Page 192. Publish: 9/24/14, 10/1/14, 10/8/14,

20 | San Manuel Miner www.copperarea.com October 1, 2014



# AZSTATEFAIR.COM

Brandon Luthy, center, with Tim Kanaval (Pinal **County Economic** Development) and other residents of Oracle following the approval of the new Zip Line in Oracle by the county supervisors.

Alicia Bristow | Submitted

#### New zip line business owners meet with Oracle Women's Network

By Nina Crowder San Manuel Miner

The Oracle Women's Network (OWN) recently met with Brandon Luthy and David Thompson who are Oracle Entrepreneurs. Luthy plans to bring a zip line recreational area to Oracle and Thompson will be starting a feed store including tool rentals and will help promote the zip line. He will be working with other businesses obtaining combination packages to offer to the public. To give an example, a person might purchase a package that includes a two night stay at the Biosphere, a Jeep tour, a zip line, for a family of four. The costs have not been determined yet. Thompson will also be running an ATV/Jeep tour business and plans expand his business due to public needs and tourism.

For those unaware of a zip line it consists of a pulley suspended on a cable, usually made of stainless steel, mounted on an incline. It is designed to enable a user propelled by gravity to travel from the top to the bottom of the inclined cable by holding on to, or attaching to, the freely moving pulley. Zip lines come in many forms, most often used as a means of entertainment. They may be short and low, intended for child's play and found on some playgrounds. Zip line tours are becoming popular vacation activities, found at outdoor adventure camps or upscale resorts, where they may be an element on a larger challenge or ropes course. A zip line is fun and reminiscent of being a child on the swing set.

Luthy plans to begin construction in December this year as long as all the permits are in order. Luthy is excited to bring the zip line to Oracle for the history and beauty of

Oracle. The facility will be located approximately 6 miles on the Mt. Lemmon Road from Oracle, Luthy will be refurbishing an old mine building making it into the office. There will be a concessions area with coffee/soda and small refreshments. There will be a sitting area off the office building so a person could have a cup of coffee, sit and enjoy the view. Luthy plans to add to the area making a sluth to do gold panning, a rock climbing wall, and a possible obstacle course. The possibilities are endless. Not to mention it will bring a few new jobs to the area. Luthy said, "Within the first year I hope to have 10 employees and go up each year from there."

President of Oracle Womens Network (OWN), Alicia Bristow appreciates Brandon Luthy and David Thompson for their time and meeting with the OWN Group and everyone at OWN wishes them great success!

#### TWO OUTSTANDING AUCTIONS

October 4, 2014 - Saturday - 9am Kelly Equipment - 1320 E. Riggs Rd. - Chandler, AZ

Tractors, Implements, Vehicles and Much, Much More! To consign your Good, Clean, Surplus Equipment/Vehicles to this Internationally Advertised Auction Contact: In Arizona, Bill Tingle: 520-253-0158

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October 11, 2014 - Saturday - 9am Metal Fabrication Shop - 903 N. Miller Rd. - Tempe, AZ Vehicles, Brakes, Shears, Trailers, Compressors, Welders, Forklifts, Nice KW, RV w/RV Trailers & Much, Much More! For Further Information Contact:

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#### **Public Notice**

Notice To Creditors/West Survivor's

Trust/James A. West
Morris, Hall & Kinghorn, P.L.L.C., 3573
East Sunrise Drive, Suite 209, Tucson,
Arizona 85718, (520) 320-5100, Kevin F Kinghorn, SBN 0015138, Pima County No. 64783, Attorneys for Trustee In the Matter of the: West Survivor's Trust, dated November 10, 1988, James A. West, Deceased. Notice To Creditors Pursuant TO A.R.S. §14-6103 Notice Is Hereby Given that James A. West, Trustor of the West Survivor's Trust, dated November 10, 1988, and any amendments thereto, ("Trust") passed away on September 03, 2014. Brett M. Milligan is the acting Trustee of the Trust. All persons having claims against the Trust Estate that arose prior to the Trustor's death, are required to present their claims within four months after the date of the first publication of the notice, as prescribed in A.R.S. § 14-3801(A), or claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Trustee, c/o Morris, Hall & Kinghorn, P.L.L.C., 3573 East Sunrise Drive, Suite 209, Tucson, Arizona 85718. Dated this 17th day of September, 2014. /s/ Kevin F Kinghorn Morris, Hall & Kinghorn, P.L.L.C. 3573 East Sunrise Suite 209, Tucson, Arizona 85718. Publish: 10/1/14, 10/8/14, 10/15/14

#### **Public Notice**

Notice To Creditors/Dwight Leroy

Stubbs
Name: Spencer D. Stubbs, Address: 3108 S Feliz Cir, City, State, Zip: Mesa, AZ 85212, Daytime Telephone No: 480-Representing Self, Withou , Shannon Trezza AZCLDF a Lawyer, #80880, AZCLDP Statewide AZCLDP #80890, Arizona Superior Court, Pinal County In the Matter of the Estate of: Dwight Leroy Stubbs, Date of Birth: December 24, 1935 Deceased Case No. PB201400280 Notice Creditors Notice Is Hereby Given That Spencer D. Stubbs has been appointed Personal Representative of this Estate All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 3108 S Feliz Cir, Mesa, AZ 85212. Dated this 19 day of September, 2014. /s/ Spencer D Stubbs, Personal Representative, 3108 S

Publish: 10/1/14, 10/8/14, 10/15/14

#### Patronize Our Advertisers

#### **Public Notice**

Articles of Incorporation of Orona Electrical Contractors, Inc.

Article I Name The name of the corporation is: Orona Electrical Contractors, Inc. Article II Purpose The

purpose for which this corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of Arizona, as they may be amended from time to time. Article III Initial Business The corporation initially intends to conduct the business of: Electrical contracting Article IV Authorized Capital The Corporation shall have the authority to issue 1,000 shares of common stock. Article V Known Place Of Business The street address of the known place of business of the Corporation in Arizona is: 1317 E Martha Dr, Casa Grande, AZ, 85122. Article VI Statutory Agent The name and address of the statutory agent in Arizona is: National Contractor Services Corporation 1010 E Jefferson St, Phoenix, AZ, 85034. Article VII Board Of Directors The initial board of directors shall consist of 2 directors. The names and addresses of the persons who shall serve as the directors until the first annual meeting of shareholders or until amuda meeting of shareholders of united are: George Morales Orona, 1317 E Martha Dr, Casa Grande, AZ 85122; Javier Martinez Orona, 2208 W Osage Ave, Mesa, AZ 85202. The number of directors thereafter shall be fixed by the bylaws. Article VIII Officers The initial officers who shall serve at the pleasure of the board of directors are: George Morales Orona. 1317 E Martha Dr, Casa Grande, AZ 85122 - President Javier Martinez Orona 2208 W Osage Ave, Mesa, AZ 85202 -VP Article IX Incorporators The names and addresses of the incorporators are Javier Martinez Orona, 2208 W Osage Ave, Mesa, AZ 85202 All powers, duties and responsibilities of the incorporators shall cease at the time of delivery of these Articles of Incorporation to the Corporation Commission Article X Indemnification Of Officers The Corporation shall indemnify any person that incurs expenses or liabilities by reason of the fact he or she is or was an officer, director, employee or agent of the corporation or is or was serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law. Article XI Limitation Of Liability To the fullest extent permitted by the Arizona revised Statutes as the same exist or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action as a director. No repeal, amendment or modification of this Article, whether direct or indirect, shall eliminate or reduce its effect with respect to any act or omission of a director of the Corporation occurring prior to such repeal. amendment or modification. Executed this 11th day of August, 2014 by all of the incorporators. /s/ Javier Martinez Orona Signed This Date: 8/11/2014 Acceptance of Appointment of Statutory Agent The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation executed this 11th day of August, 2014. Signed /s/ William R. Bowman National Contractor Services Corporation Publish: 9/24/14, 10/1/14, 10/8/14

#### **Public Notice**

Articles of Organization of Arizona Gun Club 14, LLC

I. Name: The name of the Limited Liability Company is: Arizona Gun Club 14, LLC. II. Place of Business: The address of the Company's known place of business in Arizona is: 42543 W. Avella Dr., Maricopa, AZ 85138. III. Mailing Address: The Mailing Address of Company is: 8475 S. Emerald Dr., Ste. 106. Tempe, AZ 85284, IV. Statutory Agent: The name and street address of the statutory agent of the Company is: Mike Schern, Esq., 1640 S. Stapley Dr., Ste. 132, Mesa, AZ 85204. V. Dissolution: The latest date of Dissolution: The Limited Liability Company is perpetual. VI. Management: Management of the Limited Liability Company is reserved to the Members. The name and address of each Member of the Limited Liability Company is: George Bridger Kimball, 42543 W. Avella Dr., Maricopa, AZ 85138; Vincent Paul Vasquez, 2925 E. Riggs Rd. #8215, Chandler, AZ 85249; Boe Monrad Bergeson, 1215 W. Remington Dr., Chandler, AZ 85286. Executed this 5th day of September, 2014 /s/ Mike Schern, Organizer. Acceptance of Appointment by Statutory Agent I, Mike Schern, having been designated to act as Statutory Agent, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the Arizona law. Executed this 5th day of September, 2014. /s/ Mike Schern, Statutory Agent. Publish: 10/1/14, 10/8/14, 10/15/14

#### **Public Notice**

Notice Of Hearing On Petition In Formal Testacy Proceedings/Lupe C.

Navarro
Timothy M. Struse, Esq., SBN: 022051, Fletcher Struse Fickbohm & Marvel PLC, 6750 North Oracle Road, Tucson, Arizona 85704, Telephone: (520) 575-5555, Attorneys for Personal Representative Superior Court Of Arizona, Pinal County In the Matter of the Estate of: Lupe C. Navarro Date of Birth: October 1, 1932, Deceased. No. PB 2012-00035 Notice Of Hearing On Petition In Formal Testacy Proceedings Karen J. Stillwell Notice Is Given that Gilbert A. Navarro, Jr. filed a Petition for Formal Probate and Appointment of Personal Representative. Hearing has been set to consider the Petition November 3, 2014, at 10:30 a.m., before the probate Judge/Commissioner Karen J. Stillwell, Pinal County Courthouse, located at 971 Jason Lopez Circle, Building A, Florence, Arizona. Dated this 9/11, 2014. Fletcher Struse Fickbohm & Marvel PLC By: /s/ Timothy M. Struse, Esq., Attorney for Personal Representative. You Are Responsible For Protecting Your Interests. This is a legal notice; your rights may be affected. Este Es Un Aviso Legal. Sus Derechos Podria Ser Afectados. If you object to any part of the petition or motion that accompanies this notice, you must file a written objection with the court describing the legal basis for your objection at least days before the hearing date or vou must appear in person or through an attorney at the time and place set forth in the notice of hearing. Failure to file a written objection may jeopardize your interests. Without Your Written Objection, the requested relief will be granted. This is a legal matter. If you have questions, seek legal advice from an attorney. You have the right to represent yourself. If you represent yourself, you must correctly follow court procedures. Publish: 10/1/14

385-2266

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Using the index choose the section that best fits your ad

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ONE of these graphics can be added to your word ad for additional \$2.00



We charge by the word. A word is anything with a space before or after it. Punctuation is free. Phone numbers with area codes and prices are considered 1 word each.

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Advertise your Vehicle with a Picture for \$13.00 Make Cash and Sell Fast! Call 520-385-2266



10. Business Services

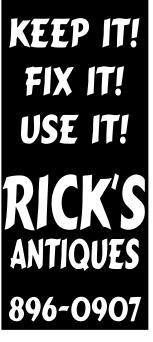
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NOW HIRING - ORACLE VICINITY. Immediate openings for HEAVY EQUIPMENT MECHANIC. Must have own tools. Salary DOE - Call 520-896-2435.

CLASSIFIED





October 1, 2014



#### 20. Help Wanted

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#### 21. Drivers

GORDON TRUCKING, INC. Solo & Team positions. CDL-A driving jobs for OTR, Regional, Dedicated. Home weekend opportunities. Big sign-on bonus & pay! Call 7 days/wk! EOE. 866-837-5997. GordonTrucking.com. (AzCAN)

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#### 20. Help Wanted

#### 21. Drivers

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\$2000 Bonus! Oilfield drivers. High hourly, Overtime. Class A-CDL/Tanker. 1 year driving Experience. Home Monthly. Paid Travel, Lodging. Relocation NOT necessary. 1-800-588-2669. www. tttransports.com (AzCAN)

#### 25. Instruction

MEDICAL OFFICE TRAINEES NEEDED! Train to become a Medical Office Assistant. No experience needed! Online training can get you job ready! HS Diploma/GED & PC/Internet needed. 1-888-926-6058. (AzCAN)

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The San Manuel Miner is seeking carriers for various routes

San Manuel and Oracle.

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#### 45. Misc.

DIRECTV starting at \$24.95/ mo. Free 3-Months of HBO, starz, SHOWTIME & CINEMAX. FREE RECEIVER Upgrade! 2014 NFL Sunday Ticket Included with Select Packages. Some exclusions apply - Call for details 1-800-413-9630 (AzCAN)

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623 Encina (1bd)	\$500
604 Manzanita (3bd,2ba)	\$400
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512 Ladera (2bd,2ba)	\$400
504 Vista Sierra (2bd,2ba)	\$550
416 San Carlos (2bd,2ba)	\$300
606 Encina (2bd,2ba)	\$300

Also includes cable TV, trash & sewer

80. Rentals

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HOTEL **LODGE** MINI STORAGE **APARTMENTS** 

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- 3 bed, 1.75 bath, with stove, frig & dishwasher. Remodeled kitchen & baths, freshly painted inside, \$650
- 2 bed, 1 bath, A/C, ceramic floors, fenced yard, stove, frig & washer. \$500.
- 2 bed, 1 bath, with stove, frig, ceramic floors, remodeled bath. freshly painted interior. \$475.
- 2 bed, 1 bath, block privacy wall, stove, frig & enclosed patio for den/office. \$575.

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2bd, 1ba Views \$425 Nice location, great condition

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315 Alta Vista 2 bdrm remodeled painted & upgrades \$48,900 113 W 4th Ave. 2 bdrm home needs help. All tile floor throughout. \$24,000 20 S. Ave A Reduced Nice 3 bdrm in cul-de-sac \$59,900

1.53 acres on S. Peppersauce Mine Rd. Great views. \$79,000

#### **Homes for Rent**

142 5th Ave. Nice 2 bdrm. \$450 235 Ave B 3 bdrm \$625 includes sewer 620 W. 5th Ave 3 bdrm \$600 includes sewer

203 McNab \$500 inc. sewer 2 bdrm 917 1st AVRENTED nice \$650 233 McNab Very nice remodeled

2 bdrm. Newly painted in & out. Includes sewer. \$495

1017 2nd 3 bdrm 2 ba \$700 620 5th Ave 3 bdrm new paint in and out \$525

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1925 Parented ndo 4 bdrm, 2 ba \$750

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• 206 Avenue I

3 bedroom, 1 3/4 bath\_Roll-A-Shield blis, 1 50 Y Dati, Windows, insul SOLD windows, metal roof only 2 yrs old. New carpet & nice vinyl flooring. Tall metal carport. \$86,000

624 5th Ave.

3 bedroom, 1 bath, needs a little TLC. Oak cabinets, ceramic tile & carpet flooring. Nice yards. \$34,900

304 Avenue B

3 bedroom, 1 bath w/garage. Fenced yard. Includes appliances. Must see to appreciate the view! \$63,000

314 McNab Pkwy.

2 bedroom, 1 bath. Updated kitchen, all appliances and A/C. \$65,000

303 4th St.

3 bedroom 1 2/14 kitch Sale Pending Refinished kitch Sale Pending Refinished and refrigerator. Chain link fence. Great mountain views. \$86,000

219 Avenue B

3 bedroom, 1 bath. All new kitchen with appliances, flooring, upgraded bathroom, new A/C & furnace. Laundry room. \$74,500

202 Douglas Ave.

3 bedroom, 1 3/4 bath, Beautiful home with tile roof on corner lot. Block wall, patio. Family room w/ breakfast bar. New bathrooms. A/C, appliances & much more! \$114.900 Reduced \$92,500

615 Webb Dr.

3 bedroom, 1 bath. Enlarged living room with fireplace. Remodeled kitchen and bath. Beautiful lush green yards. Extra storage. Block wall and much more! \$89,900

116 Douglas

3 bedroom, 1 3/4 bath on large corner lot. Add'l family room w/ dual fireplaces, 2 car garage, all appliances. Must see! \$90,000

237 Avenue B

New metal roof, carpet & vinyl flooring. Great view. \$32,900

**Amy Whatton Broker** (928) 812-2816 Helen Knudson Sales Assoc. (520) 235-7086

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- 1.25 oak covered acres with 2 bedroom MH Horses OK. \$53,900. Good Terms.

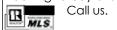
#### Park Link Area

1.25 acres, water & elec., beautiful views of the Catalinas. Horses & M.H. OK. \$39,500 good terms.



Jeff Murtaugh, Broker Heath Gruwell, Realtor 520-904-3441

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#### SAN MANUEL:

TWO BEDROOM, 1 BATH

121 Fifth Place Kemodeled kitchen & bath, back covered patio, stove, frig & dishwasher. \$38,900 THREE BEDROOM, 1 BATH

213 Ave A 104 Ave B Remode SALE PENDING 8,000

Remodeled from too to bottom freshly painted inside & out, workshop, fenced yard, lau SAL 5 P 3 P 1 P 1 Cher heater & cooling unit just

replaced. \$64,900 THREE BEDROOM, 1-3/4 BATH

1023 Webb

Pride of ownership in ever square foot. Dual pane windows, ceramic flooring, block privacy wall, covered ramada, 2 storage sheds, back covered patio with tile flooring, all appliances and so much more. \$74,900

607 5th Ave

Remodeled kitchen & baths, ceramic flooring throughout, freshly painted interior, stove, frig & dishwasher. \$58,900

#### MAMMOTH:

#### TWO BEDROOM, 2 BATH

Hilltop home on 5 acres. Full length front covered patio, back covered porch converted into a greenhouse. Private well, endless swimming pool, artist room, horse barn, corral and shed. 800 sq. ft workshop with private office. \$149,000

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551 N. OAKCLIFFE CT. MLS#: 21404935 Unobstructed views. Wood block island, copper lights, Kitchen Aid 6 burners professional gas range with electric oven and a vent-a-hood, Kitchen Aid refrigerator is counter depth with a bottom freezer, built in microwave, open floor plan with lots of natural light; a cook and entertainers dream. Enclosed AZ room, stained concrete/ brick floors, ceiling fans, upgraded throughout. Turnkey! Free standing workshop/ storage room with electric built with permits, custom patio Ramada 14x14, rain catching system. \$315,000



1950 E MT LEMMON HWY MLS#: 21408191 Oracle charmer on 1.78ac of solitude at 4500 ft. Covered in Oaks with views of boulders and the distant mountain ranges. Yard offers several different areas to relax and enjoy Oracle's afternoons and starry nights. Rock work flows throughout the landscaping offering you rocked flower beds, covered porch, lounging area with covered Ramada, fire pit for the perfect cookout. Storage bldg, green house w/ solar power system. Self contained water harvesting system with three 1200 gal storage tanks. Many more attributes add to this energy efficient home. Need to see so your own creative vision can take over. \$195,000

#### Oracle Listings - Homes

•Great views, 2832 sqft, 3 bedroom, 4 bath, open kitchen with storage island, pantry, 3 stall horse barn with concrete floors with electric and hay storage, tack room, 3.32 ac. \$395,000

 Beautifully finished custom Santa Fe, over \$150,000 in upgrades, guest quarters, 12' high ceilings, granite counters, 3 car garage, 1.27 ac. \$415.000

·Amazing 4 bedroom, 2 bath with open floor plan sitting on 1.37 acres. \$275.000 •3 bedroom, 2 bath spacious living area, tile floor &

fenced backyard. \$132,000 •Cozy Southwestern 2 bed, 1 bath with high mountain

views & flagstone patio. \$109,000 •Great 3 bed, 2 bath slump block home with a newly coated roof. \$109,900

•3bdrm, 2 ba single wide on 1.07 acres. Very secluded. \$75.000 Now \$71.000

•Nestled among the trees 1684 sq ft 3 bed, 2 bath. light and bright great room with large dining area, large bonus room can be 4th bedroom. \$182,500

•Oracle Charmer on 1.78 acres, 3 bed, 1 bath covered in oaks. \$195,000

•Hilltop views, 1292 sq ft custom home, vaulted ceilings, a/c, granite counters, large porch, new greenhouse, pine trees. \$217,500

•Immaculate home feels like new! Hilltop location, incredible mountain views & sunsets, 1867 sq ft, 3 bed, 2 bath, open floor plan. \$224,900

·Very cozy home with two fireplaces and guesthouse on almost half an acre! 3 bdrm, 3 ba. \$160,000 ·Great views, dream kitchen with 6 burner professional gas range with electric oven and much more, a cook and entertainers dream, open floorplan

with lots of natural light, 3 bedroom, 2 bath, 1989 sq. ft. with enclosed Arizona Room. \$305,000. •Mountain views 4 bed, 2 1/2 bath, 2,404 sq. ft. plus a 1,244 sq.ft. basement, 34 x 27 detached garage on

6.85 ac. \$449.000. •Charming 3 bed. 2 bath home with 2 car garage on large private lot, new ceramic tile, new stove. microwave & dishwasher. \$155,000

#### Oracle-Land

 4 beautiful 1 ac home sites, owner may carry. utilities at lot line. \$62,000.

•2.5 ac land, borders state land, build your custom home, utilities at street, \$140,000 Three 3.3 ac. off Linda Vista starting at \$129,900.

·Best priced 5 AC in Oracle, beautiful views, electric and water at the lot line, home or mobile. horse property, can be split. \$42,500

• 49 ac commercial lot on American Ave. in Oracle, excellent location with good traffic for a business. \$92.000.

•Choose your own parcel from 1.25 to 3.75 ac., flat, easy to build on, utilities at street. \$79,900 to \$199,000.

•Best views in Oracle! Come check out this 2.5 ac parcel nestled in very desirable custom home area. \$55,000.

•4 lots, custom home area, submit offers. 2 at \$32,000, \$45,000 or \$75,000.

·Beautiful views from this lot in Oracle, utilities at lot line. Perc test done. \$69.995.

•2-5 ac parcels can be purchased 1.25 ac for \$24,000. 2.5 ac for \$40,000 or the 5 ac parcel for \$75,000. Great views, homes or mobiles. Horse property.

•Hard to find, 13 acre parcel with amazing views bordering National Forest, water and electric at the property line with several great home sites to choose from. Owner will finance with 25% down.

#### San Manuel

·Lovely 3 bdrm, 1 bath with like new cabinets, carpet & upgraded appliances. Must see! \$71,900.

•DRASTICALLY REDUCED - Charming home on 40 AC home and well is solar powered, beautiful views, horse property, can be split. \$249,900.

1/2 interest in well, septic installed. \$48,000.

•Great Investment Opportunity! 212 - 228 S. Main

St. Mammoth. Includes 11 rental spaces. 5 spaces

are currently rented. Seller may carry. \$150,000.

 Remodeled green home with optimal efficiency, "Best of Arizona" views on 7 acres. \$324,500. 1 acre parcel with single wide mobile in Catalina. \$65,000. •5 ac. views of Galiuro Mountains desert

vegetation, homes or mobiles, horse property, can be split. \$35,000.

• Privacy, great views, remodeled home with newer roof, skylights, oak kitchen cabinets, front porch, deck above carport. \$85,000. •2 parcels on the east side of the San Pedro River near Sacaton. 2 - 40 ac. parcel for \$120,000.

Just under 44 acres for your own little ranch,

hilltop location south of Mammoth. \$299,000.

•20 ac. of flat usable land on Florence Highway, 2 wells, completely fenced. \$189,900. •Great 4 bdrm, 3 bath home in Eagle Crest Ranch with a spacious garage & upstairs loft.

•4 ac in the Redington area, Mesquite trees, views, private well & septic. \$54,000.

Surrounding Area •9.88 ac. with lots of mature Mesquite trees,

#### Ten years of service: Oracle Firewise honored

By John Hernandez San Manuel Miner

On Tuesday, Sept. 23, the Oracle Firewise Board was honored for their 10 years of service to the community. Carrie Dennett, state fire prevention officer for Arizona State Forestry presented Firewise Board Co-Chairs Rachel Opinsky and Holt Bodison with an engraved crystal sculpture commemorating their 10th anniversary. In 2005 they became the eighth community

in the state to become Firewise. There are now 59 Firewise communities in Arizona. Dennett said, "The Oracle Board is one of the best Firewise boards in the state."

The Oracle Firewise Board is dedicated to educating the community on how to protect people and property from the risks of wild fires. Some of the programs they have been involved with include the Oracle Firewise Brush Disposal Site, Property Evaluation Maps, and the Red Flag Warning Day flag. Along with the

Oracle Fire Department, the Oracle Firewise Board works to make Oracle a safer Firewise community. Holt Bodison sent a message out to all of the Firewise board members that could not attend the presentation. He said, "Congratulations one and all. It's a great testament to the men and women who have served over the years on the Firewise Board as well as to the professional staff of the Oracle Fire Department, our state and federal partners and most of all, to the involved and responsible property owners of Oracle."



Rachel Opinsky, Carrie Dennett and Holt Bodison with the award presented to the group. John Hernandez | Miner



Whether you're a Southwest Gas customer or not, it's important to know how to recognize and respond to a natural gas leak.

#### A leak may be present if you:

SMELL: An odor similar to rotten eggs, even if it's faint or momentary.

**HEAR:** A hissing or roaring sound coming from the ground or above-ground pipeline.

SEE: Dirt or water blowing into the air, discolored vegetation surrounding a pipeline, or standing water continuously bubbling.



#### If you suspect a leak:

- Leave the area immediately.
- From a safe place, call 911 and Southwest Gas at 1-877-860-6020, day or night, whether you're a customer or not. A Southwest Gas representative will be there as soon as possible.
- Don't smoke or use matches or lighters.
- Don't turn on or off any electric switches, thermostats, or appliance controls; or use automated doors.
- Don't start or stop an engine

For more information about natural gas pipeline safety, visit swgas.com/safety or call 1-877-860-6020.



Oracle Fire Chief Larry Southard, the Oracle Firewise Board and several firefighters celebrate their 10 years of service in Oracle. John Hernandez | Miner

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