



John Hernandez | Miner



Mammoth STEM Fair: having fun and learning too

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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.

Oct. 13

Theft was reported in the 62000 block of E. Northwood Rd., SaddleBrooke.

Theft was reported in the area of E. Main St., San Manuel.

Oct. 14

Theft was reported in the 8300 block of S. Ora Rd., Mammoth.

Theft was reported in the 700 block of S. McNab Pkwy., San Manuel.

Theft was reported in the 300 block of S. Alta Vista, San Manuel.

Oct. 15

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

A juvenile narcotics arrest was made in the 700 block of S. McNab Pkwy., San Manuel.

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

A juvenile was arrested in the 400 block of S. Avenue A, San Manuel, following a report of a domestic disturbance.

Oct. 16

Burglary was reported in the 300 block of S. El Camino, San Manuel.

Theft was reported in the 700 block of S. McNab Pkwy., San Manuel.

Oct. 17

Burglary was reported in the 3300 block of N. Dudleyville Rd., Dudleyville.

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OBITUARY

Cynthia Tinsley

Our beloved mother, Cynthia Tinsley passed away on Tuesday, Oct. 14, 2014 to be in heaven with her mother Frances "Panchita" Santa Cruz.

Cynthia was born on Oct. 27, 1948 in Douglas, Ariz.

Cynthia was a blessing to her four children: Shawn (Martin), Korrine (Kris), Edward, and Nicholas (Beka). Cynthia was blessed with seven grandchildren: Christa, Jacob, Isabelle, Mia, Christian, Matthew, and Misha. She is survived by her father Gilberto Santa Cruz; sisters Velma (Manny) Estrada, Bertina Shirley, and Sandra Sloan, brother Gilbert Santa Cruz and numerous nephews and nieces.

Cynthia grew up in Pirtleville, Ariz. She went on to start a family and raised her children in San Manuel and then Tucson, Ariz. She was a graduate of Douglas High School and the University of Phoenix. Cynthia was a devoted RN with the NICU at Tucson Medical Center for 34 years. She loved traveling, the outdoors, and spending time with her family and friends.

Cynthia will always be remembered for her kind heart, her devotion to her children, grandchildren, and her great love of family and friends. Cynthia gave a small piece of her heart to everyone she knew, loved unconditionally, and to know her was a blessing.

A memorial mass will be held on Friday, Oct. 24, 2014 at 1 p.m. at St. Odilia's Catholic Church in Tucson, Ariz. We will gather at the church hall following mass. A burial will follow at a later date where she will be taken home and laid to rest with her mother at Sacred Heart Cemetery in Pirtleville, Ariz.

We miss you so much but our hearts are filled with our love and memories of you, where you shall remain always and forever until we see you again.




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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.

*Publisher.....James Carnes
General Manager.....Michael Carnes
Managing Editor.....Jennifer Carnes
Office Manager.....Annette Barajas
Copy Editor.....Arletta Sloan
Reporter.....John Hernandez
Reporter.....Mila Besich-Lira
Reporter.....Nina Crowder*

Signed columns and letters to the editor in this newspaper express the views of the individual writer, not necessarily the editorial views of the Miner.

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LETTER TO THE EDITOR

Former Councilman speaks out about hate mongering

Addressing Mayor Barcelo:

Your comment on that yellow flyer that was handed out throughout town: it was a total embarrassment to you and Juan.

Mammoth Police Report

According to state law, police may arrest suspected offenders by two methods. The suspect may be physically taken into the department and booked into jail, or the arresting officer may write a citation and release the suspect to appear in court later. All suspects are presumed innocent until proven guilty in a court of law. Only criminal citations are listed. All damage amounts are estimates.

Items are given to the *San Manuel Miner* by the Mammoth Police Department and reflect information available at the time the report is compiled.

Oct. 11

A reporting came to the station to report for documentation that a water heater had been stolen at 110 Fourth St. They did not know when it was stolen or who stole it. The reporting party said that she will be listing the property and will be advising the realtor to make contact with the Police Department prior to entering the property. The realtor is the only one allowed on the property.

Gun shots were reported in the Old Tiger area. Officer responded and reported that it was fireworks.

Oct. 12

A reporting party came to the station and complained about a flyer that was left on her vehicle. She was upset that a kid was mentioned that was possibly molested is a young adult and feels that this could ruin his life bringing this stuff up. She wanted her complaint documented because she felt the Mammoth Police

Continued on page 19

SHERIFF'S REPORT

Continued from Page 2

Theft of a vehicle was reported in the 5900 block of S. Hwy. 77, Dudleyville.

An accident without injuries was reported in the area of N. Rockliffe Blvd. and W. Oracle Ranch Rd., Oracle.

Oct. 18

Possible child abuse was reported in the 100 block of W. Webb Dr., San Manuel.

Oct. 19

Theft was reported in the 2300 block of W. Camino Amigo, Oracle.

Eric, I feel, was dragged into going along with your shenanigans! Your credibility to lead this Town is lost. You personally attacked Councilman Brewer and Councilwoman Wickham with hate. Is this your way of attacking citizens of the Town that don't agree with you? The last recall, we were supposed to work in the best interest of the Town and its taxpayers and citizens. You have threatened Councilman Brewer with

ejecting him from meetings.

Let me say this: Joe was elected to represent his constituents on Town issues that were brought before him. Hate should not be part of your agenda on Town issues.

These are some of the reasons I support this recall. Thank you,
/s/ Rudy Romo Sr.



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AZ Run for the Fallen honors the Heroes of the War on Terror

By **Jennifer R. Carnes**
Copper Area News

from Eastern Pinal County lost his life in Iraq. This was the first casualty of the Iraqi War for the small communities of Winkelman, Dudleyville and Mammoth. His family and the

Ten years ago this month, a young soldier



The AZ Run for the Fallen relay team salutes in honor of two fallen heroes: CPL Dominique J. Nicolas and SSG Michael G. Owen. Their marker is numbered HM2-081 and is located on Hunt Hwy. near Della Rd. in San Tan Valley.

Kelli Luberda | Copper Area News

community mourned his loss.

On Sunday, that young soldier was honored as part of Honor and Remember's AZ Run for the Fallen, a three-day 146-mile journey from Tucson's Freedom Park to Phoenix's Wesley Bolin Memorial Plaza. The route taken by the relay team brought the runners north on Highway 77 to Highway 79 through Florence to the Hunt Highway and through San Tan Valley and Queen Creek to Baseline Rd. and then on to the State Capitol.

At each mile of the route, the run team stopped and honored one of the men and women who recently died in military service to America. The relay team was comprised of more than 20 active duty members of the military from bases throughout Arizona and other locations across the United States. Their goal was to create a memorial trail through Arizona, each Hero Marker tribute including a biographical description of the hero along with American and Honor and Remember flags.

Carson Ramsay was 22 when a car bomb was detonated outside a market in Baghdad on Oct. 10, 2004. Carson was a gunner and was riding on top of a Humvee in a convoy that was passing the marketplace. He was the only American casualty, but 10 others, all Iraqi nationals, were also killed.

Carson was born Jan. 4, 1982 and was raised just three miles north of Mammoth. He attended school in Kearny and was a member of the Ray High School MCJROTC. He enlisted in the Army in May 2001 before he graduated. He was a member of the 1st Cavalry Division



SPC Carson Ramsey, US Army

stationed at Ft. Hood, Texas.

He was a decorated soldier, having been awarded the Bronze Star Medal, Purple Heart (3rd Award), Army Good Conduct Medal, Army Service Ribbon, National Defense Service Medal, Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal and Weapons Qualification Badge M4 (Expert).

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This Hero Marker is at Hunt Hwy. near Della Rd. in San Tan Valley. Markers like this one line the 142 miles from Tucson to Phoenix honoring the fallen.

Kelli Luberda | Copper Area News

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- 20 years business management / business owner**
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Trejo leaves; Dale-Scott to succeed him as Vice Principal

By **John Hernandez**
San Manuel Miner

Manuel Unified School District Governing Board meeting, the board accepted the resignation of Assistant Principal Al Trejo. Trejo served for 20 years in the

district. He resigned on Sept. 26 from the positions of assistant principal, athletic director, and coach. His resignation letter said that he was resigning for medical reasons. Julie Dale-Scott was approved by the board to be the new assistant principal for the district. Dave Jungbluth has taken over the position of athletic director at the high school and Justin Miles will be athletic director at the junior high.

In other actions the board accepted a donation of \$125 to San Manuel Junior/Senior High School from Dr. Anthony F. Delio, DDS Orthodontist PC.

A donation of \$700 from the Science Foundation of Arizona to Mammoth Elementary STEM School was approved. The donation will be used for science projects.

The Western Growers Foundation donated \$1,500 through a grant for Mammoth Elementary STEM School. The donation will be used for the STEM School Garden.

The next scheduled meeting of the governing board will be on Wednesday, Nov. 12 instead of Tuesday due to Veteran's Day.



Julie Dale-Scott was named Vice Principal of the San Manuel Junior-Senior High School.

John Hernandez | Miner

At the Oct. 14 regular Mammoth-San

RUN FOR THE FALLEN

Continued from Page 4

He was an avid outdoorsman. He hunted and fished and was planning on purchasing a Harley-Davidson motorcycle when his tour of duty ended in March 2005. In an interview with *Copper Area News* in 2004, his parents said that Carson's last message, left on their answering machine the Friday before he was killed, reminded his father, Cecil, to check on the motorcycle a man was holding for him in Kearny.

"He had said, 'Hi, I'm fine. Tell dad to check on the Harley again for me,'" his mother Elaine said.

"I still hadn't done it on Sunday," Cecil said.

Carson was injured earlier the same year in another IED bombing and had shrapnel embedded in his cheek. He was only out of the action for three days before he was back on the front lines.

Carson visited his family in June 2004 after his grandmother passed away.

"He was very upbeat," Cecil told *Copper Area News*. "One thing I've told everybody, when he got ready to go back I asked him, are you scared?"

Carson told his dad, "It's my job. I've got to go back."

"Whether he was real patriotic, he never told me," Cecil said. "He just told me, 'That's my job; I've got to go back and do it.' That

impressed me."

"He's a hero to me," Cecil added.

Carson's a hero to all of us.

His Hero Marker can be found on Baseline Rd. between Hardy and Priest.

Carson's story and many others can be found online at www.azrunforthefallen.org. Visit the site and read the stories of many other (too many really) Arizona Heroes.

Editor's note: I was driving on Oracle Road in Tucson Friday when I encountered the AZ Run for the Fallen procession. It included a vehicle from the Florence Police Department.

Not having my computer with me, I immediately got on the phone with Ledger reporter Andrew Luberdia who helped research the group and find out their cause. Andy was able to track down where the group would be and on Saturday photographed them at one of the Hero Markers in San Tan Valley.

Later I was able to check the names of the Heroes and came across Carson Ramsey's name.

It's hard to believe it's been 10 years since that very hard interview Carson's parents so graciously gave. They invited me into their home to talk about their son even though the loss was so very new to them. They are amazing people who lost an amazing son.



The AZ Run for the Fallen relay team makes its way to the site of the next Hero Marker on Saturday. They carry three flags: American Flag, Arizona Flag and the Honor and Remember Flag.

Kelli Luberdia | Copper Area News

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Unequal state education funding formula seen



Administration, teachers and parents are hoping that the override for Oracle School District is approved by voters Nov. 4.
John Hernandez | Copper Area News

By James J. Hodl
Copper Area News

If it's Fall in Arizona, it also is school budget override initiative season. And this year's slate offered to voters in the north and east part of Pinal County includes override proposals for school districts in Queen Creek, Coolidge, Superior, Oracle and Kearny.

If such ballot initiatives seems to be coming with greater frequency, it is because voters in the recent down economy have been rejecting override requests, causing cash-strapped school districts to come back the next year to ask again. And this has led to weariness not only among voters but among school district administrators seeking to maintain the quality of education offered in their public schools and can get the necessary funds only through getting approval for budget overrides that are paid through increases in local property taxes.

According to Chuck Essigs, an executive with the Arizona Association of School Business Officials (AASBO), these early November dashes to the ballot box might not be needed if the state offered more equitable funding for public and charter schools. Arizona Legislature seems to favor charter schools over public schools when it comes to basic funding by providing charter schools with a higher per-pupil allocation than for public schools. During the 2013-14 school year, charter schools received basic per-pupil funding of \$1,209 more (\$5,053 for public school students in kindergarten through high school compared to \$6,262 for charter students), according to statistics

revealed by the Arizona Joint Legislative Budget Committee.

It is often claimed that Arizona lawmakers give charter schools a larger basic allocation because unlike public schools they cannot go to voters to get addition funding through a budget override. But that assumes that overrides are automatically approved by voters, which hasn't been the case since 2008 when the economy went into a downturn.

The current funding system seems to be driving a wedge between schools and voters, said Dr. Amy Fuller, superintendent of Florence Unified School District (FUSD).

"I believe the current system places a tremendous burden on public schools and on the voters. If public school districts were funded equal to charters we would be receiving a minimum of \$1,600 more per student. FUSD has 8,522 students. We would not want to go for an override if we could obtain that additional funding that charter schools do," Fuller said.

"If there is no way to equalize the funding formula, then overrides should be for longer periods of time. That way public school districts could count on that funding for a longer period of time and make a significant difference in the lives of our students, faculty, staff, and communities," she added.

FUSD is not going for an override this year, having had its proposal rejected in the previous two years.

Dennis Blausner, superintendent of the Oracle Elementary School District (OESD), agreed.

"It costs time and effort to get an override initiative on the ballot and to promote it to voters. That could be better spent on educational efforts in the schools," Blausner said.

OESD does not have local competition from charter schools, but has seen some of its top students transferring to Basis in Oro Valley.

Patrick O'Donnell, superintendent of the Superior Unified School District (SUSD), said his schools have recently lost 24 students to vouchers. These students transferred mostly to religious schools but also a nearby school offering music education, which SUSD had to drop due to budget constraints.

"As the state funds schools on a per-pupil basis but the funding must cover all school expenditures, loss of a student means there will be fewer dollars to pay for things like teacher salaries, school maintenance and transportation," O'Donnell said.

Charter school administrators, however, believe that charter schools are the ones being shortchanged.

"There are buckets of money available to public schools beyond the basic state allocations that charter schools cannot access," complained Eileen B. Sigmund, CEO of the Arizona Charter School Association (ACSA). "These include access to property tax revenues, bonds, transportation stipends; so charters get less money to do their job."

"This is because the legislature created School Choice but has opted not to fund School Choice," she added.

"In addition to bond and override monies, public school districts have facilities board monies to build their buildings which charters do not. That means that a large percentage of charter funding must go toward providing a building whereas this is not the case for public district schools," said Dr. Lynn Robershotte, administrator of EduPrize Schools, which operates a charter in Queen Creek.

"The monies that we receive are highly restricted, which means they must be spent on specific things/programs, etc. Charters are audited every year to ensure financial compliance. Overall, public school districts receive in excess of \$1,600 more per student than charters," she added.

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favoring charter schools over public schools

This is borne out, she said, by the same Joint Legislative Budget Committee report which indicates that when all funding available to schools is totaled, public school districts have \$8,992 per pupil to spend while charters have only \$7,460 per pupil. This includes additional funding to public schools for maintenance and operations, school facilities, debt services, and federal funding for special needs programs. Charter schools get additional funding for general, federal, state and classroom site projects.

Public schools counter that some of these additional funds come from overrides, which are not a sure thing, especially those districts in lower income areas. (Some snide folks add that some school district overrides are failing because parents of charter school students are voting against them.)

Also some of these additional budget items are targeted federal funds to provide educational services from which charters are exempt under state law. These are the programs for students with special needs, are disabled or who need to learn English. Public schools also participate in the federal school lunch program and in some rural areas also provide breakfasts for some students.

Other advantages charter schools have over public schools is that charters can limit class size, noted AASBO's Essigs. Public schools have to accommodate every student in its territory, even if it means classes with more than 40 students. And they have to accept students with learning disabilities.

Charter schools can expel students who fall behind classmates in a given subject. According to articles in *The Wall Street Journal* and the *Washington Post*, it is not unusual for some for-profit charter schools to graduate eighth grade classes with only a third as many students as who enrolled in the fifth grade. Poor students getting the boot return to public schools, lowering achievement levels, the newspapers insinuated.

And while public schools have to be tuition free, charter schools that are short of funds can ask parents for donations, Essigs added.

Tired of pushing override initiatives to an increasingly less receptive citizenry, some school districts have opted to get increased basic budgets by converting public schools into charter schools. This gambit was pioneered by the school district in Cave Creek a few years ago and its success spawned others to go that route. This year alone, 24 public schools converted to charters; 11 of them in the Paradise Valley Unified School District alone. As some lawmakers feared this tactic would eventually bust the state education budget, legislation was enacted halting public to charter conversions. The same bill requires those schools that converted in the previous two years to return to public school status and funding levels.

At the time the legislation was introduced, FUSD was considering turning one of its schools into a district-run charter, Fuller said.

Both public school district and charter school administrators agree with one statement by ACSA's Sigmund: "The 34-year-old Arizona system of school financing is broken and needs to be rebuilt."

Low funding rates have prompted schools to get creative in how they spend what revenues they have. Some charter schools have banded together to locate bargains for school equipment. One found a warehouse of surplus desks in Flagstaff and snapped them up dimes on a dollar.

The biggest concern of schools beyond having to trim advanced programs and increase class sizes is the ability to retain and

continue to attract quality teachers.

"Our teachers haven't received a raise in seven years. They are doing an outstanding job and deserve to be rewarded," said Sherry Dorothy, superintendent of the Miami Unified School District.

FUSD's Fuller agreed, noting that when she first entered teaching 30 years ago her initial salary was \$30,000 a year and that currently the average salary of a FUSD teacher is only \$38,753 (the US average is \$49,720). She added that in Pinal County 43 percent of teachers have left the county for better wages or simply leaving the profession. If nothing is done to correct the situation, the county will lose many great highly qualified teachers.

"Extra-curricular activities including sports, music, science clubs and others are expensive to run. Better technology is a great need and is not funded by the state. If we want our children to compete with the world, they need a global education, not a basic education," Fuller said.

"Charters also are effected greatly by the reduction in state funding and budgeting restrictions," EduPrize's Robershotte said. "EduPrize has not reduced its special programs but instead

provides state of the art technology labs, arts, science labs, and hands-on Live a Learning Labs where children go beyond basic instruction in the sciences to full application of content through creation and analysis of project based learning. While we greatly value low student to teacher ratios, we have had to add an average of two students per classroom to combat the financial cut backs."

Other charter schools are likewise reporting a need for qualified teachers, though ads for positions don't offer salaries much higher than public schools are offering.

For now, area school districts will concentrate on getting budget overrides enacted to bring their budgets up to at least par with charter schools in their areas. Queen Creek Unified School District (QCUSD) Superintendent Tom Lindsey said he was cautiously optimistic his district's joint 15 percent override and construction bond issue campaign will succeed. Already with an "A" rating for its quality of education, Lindsey said that with the right level of support, QCUSD could have the best schools in the state.

Continued on page 16



Nearby Superior Unified School District hasn't seen enrollment declining due to charter schools, but has had several students leave for religious schools on the voucher program.

Mila Besich-Lira | Copper Area News

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Mammoth Library STEM Fair introduces kids to fun technology

By **John Hernandez**
San Manuel Miner

On Thursday, Friday and Saturday, kids in Mammoth got to enjoy the S.T.E.M. Fair at the Mammoth Community Center.

S.T.E.M. is Science, Technology, Engineering and Math.

The S.T.E.M. Fair was sponsored by the Mammoth Public Library. Librarian Letha

Miller said it was a way of introducing technology and new games to the kids. The games and technology will be available for regular use at the Mammoth Library.

The kids enjoyed technological games and toys such as magnetic science, a 3D T Rex puzzle, Bionic Blox, Sphero Balls and 3,000 pieces of Legos.

The kids had a lot of fun while learning.



Apply for backyard vegetable garden from 3F

The Future Forward Foundation, Inc. [3F for short] has received funding from United Way of Pinal County to plant 10 backyard vegetable gardens for residents in the Copper Corridor area.

Each gardener will be asked to give back 30 percent of their garden produce to help feed the hungry, in exchange for this free garden.

Applications are being accepted beginning Oct. 20 with an open end date. A waiting list will be maintained. As more funding occurs, 3F may expand the number of gardens planted beyond this first 10. Residents must reside in towns or county areas along Highway 77 from Superior to Oracle to apply. Gardeners must agree to the conditions below to be a part of this program.

In order to qualify for a Future Forward Foundation garden, you must:

- Give back 30 percent of your garden produce to 3F to feed the hungry
- Attend a gardening class sponsored by 3F
- Agree to not tamper with the watering system
- Completed site inspection to assure that your soil and water are viable
- Allow tours of your garden, once it's completed
- Agree to take photos and to be interviewed about your garden
- Agree to return all irrigation tubing and timer to 3F if you move within three years
- Agree to have a 3F garden sign in front of your home for six months.

Each gardener selected will receive four 20-foot rows, rototilled, soil amended, inline drip tubing, fully planted and drip system controller all at no charge. Gardeners are expected to work the garden, replant each season and continue to contribute 30 percent of their produce to 3F. Produce will be picked up by 3F in their refrigerated vans, for distribution to local food banks, senior centers and those in need.

Three ways to apply:

- Go to www.futureforwardfoundation.com and send an email that you are interested with your contact data.
- Send an email to Lina K. Austin, futureforward@cox.net
- Call 520-313-2134 and leave message with your contact data.



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A mature 3F garden in the Mendoza backyard.

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Roy named new pastor for Oracle Seventh-day Adventist Church

Pastor Rick Roy, resident of San Manuel, has been selected by the Arizona Conference of Seventh-day Adventist in Scottsdale, Arizona to Pastor the Oracle Adventist church located on Highway 77. Included in the selection process were the members of the three churches which he will be serving: San Manuel, Casa Grande and Coolidge. Pastor Roy will be replacing retired Pastor John Roybal who with his wife Gilda, reside in San Manuel.

Rick Roy has been married 38 years to his wife Jody. Jody is a nurse working in the Spenido Retirement Center, located in Oro Valley. The Roys have one son, Josh, who lives and works in Nampa, Idaho. Pastor Roy's parents, Cecil and Alice, former missionaries, currently live in a retirement center in Gladstone, Oregon.

The new pastor was ordained into the gospel ministry in 2012 in Farmington, New Mexico. La Sierra University in California is the school from which the Pastor received his B.A. degree in Business Administration; and from Loma Linda University, also

in California, he earned his Master's degree in Health Administration.

Pastor Roy has a divergent background of services. Recently he held the position of Treasurer of the Rocky Mountain Conference office of Seventh-day Adventists in Denver, Colorado. He has also served 16 years as a business manager, pastor and teacher in several Adventist High schools. In addition Rick Roy has spent 10 years as the Vice President of Finances for 2 Adventist conferences. He also worked as a real estate agent for Oracle land and homes in Oracle, Arizona.

For the three churches that he will be serving, Pastor Roy has set several goals, including: to encourage the churches in service for their communities, reaching out to those in need, getting acquainted and connecting with local Christian churches, and with a love for children and youth, he plans to increase and improve the children's programs in each of the churches in which he serves.

Pastor Roy has a strong desire for understanding the deep concepts of the Bible, and as a result has memorized several books and verses from the scriptures. His presentation of the book of Galatians from memory is most inspiring with realistic drama, thus helping the audience to understand more clearly the concepts of the book.

How do the parishioners perceive their new Pastor? First and foremost they see a man who is passionate about Jesus and eager to share his knowledge of our Savior with others. He is Jesus centered with each message thoroughly researched.

The Roys are enjoying the peaceful small town life of San



Pastor and Mrs. Rick Roy

Manuel. They appreciate the desert, wild life, especially the birds and the beautiful sunsets.

Should you be interested in having Pastor Rick Roy present the memorized book of Galatians you may contact him at 520-221-0907.



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Miner runners capture first place

By **Andrew Luberda**
San Manuel Miner

Both the Miners boys' and girls' cross-country teams finished in first place in a Tri-Meet at San Manuel. The Miners hosted San Carlos and Globe. The boys' team captured first-place by only three points.

James Duarte's come-from-behind second place finish was the highlight of the varsity race. Patrick Lopez (5th), Juan Ortega (7th), Colton Stratton (9th), and Carlos Salas (13th) were the other top varsity finishers.

Tylo Montes finished first in the JV boys' race.

All of the Miners girls' runners finished in the top 10, including Andrea

Castaneda (1st), Yesenia Arcienega (2nd), Jessica Lopez (3rd), Diana Medina (4th), and Rebekah Messing (9th).

The Miners participated in the 13th Annual Rattler Invitational in Marana, competing against teams in Divisions I – V. The boys finished 11th while the girls finished 10th.

The boys' race included 120 runners and the girls' race had 77. Patrick Lopez (26th) and Andrea Castaneda (25th) were the top Miners' runners.

The Miners will spend the next two weeks training for the upcoming sectional meet looking to place high enough in competition for a trip to Phoenix to compete at the 2014 State Cross-Country Meet at Cave Creek Golf Course.



Patrick Lopez nears the finish line.

Maryssa Sanchez | SMHS



Andrea Castaneda goes the distance.

Levi Schifferns | SMHS

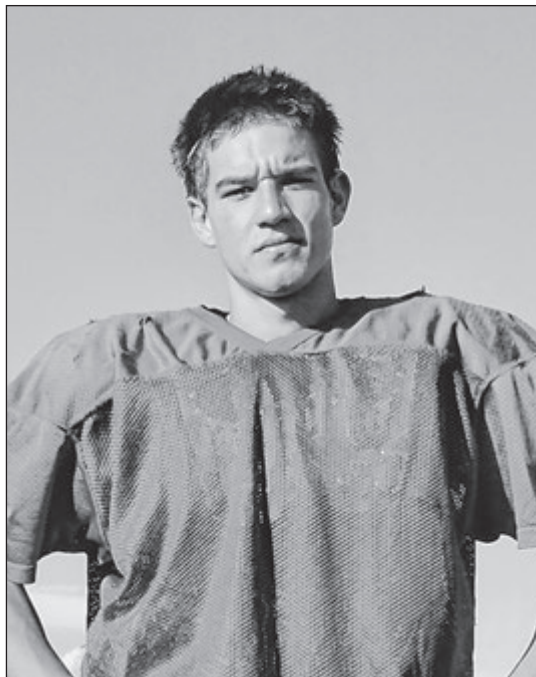


Tylo Montes and Jared Gonzales outpace the competition. Levi Schifferns | SMHS

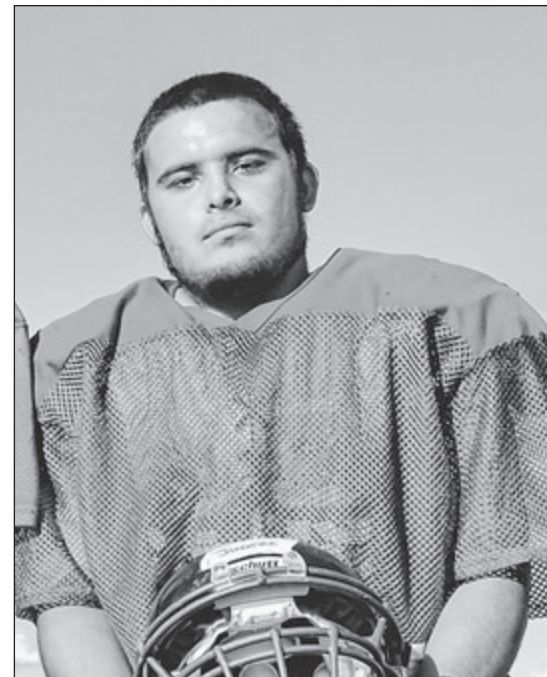
San Manuel Miner



Shane Kelly



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Rey Juarez



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AIMS / PVIC

San Manuel

San Manuel vs. Baboquivari

Friday, Oct. 24, Away at 7 p.m.



SMHS Varsity Football Schedule & Record			
(Bold Face Denotes Home Games)			
Aug. 29	SM 0, Thatcher 58	Oct. 10	SM 6, PRCA 34
Sept. 5	SM 6, Benson 49	Oct. 17	SM 21, Santa Cruz 20
Sept. 12	SM 26, Tombstone 20	Oct. 24	Baboquivari
Sept. 26	SM 52, San Carlos 0	Oct. 31	San Tan Foothills
Oct. 3	SM 27, Canyon State 26		



Football 2014

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Miners come from behind to beat Dust Devils; Baboquivari next for San Manuel

By Andrew Luberda
San Manuel Miner

The San Manuel football team trailed Santa Cruz Valley at the end of the first quarter during last Friday's game, 14 – 0. But they came back, outscoring the Dust Devils 21 – 6 over the next three quarters, including 8 – 6 in the final quarter to win a close game, 21 – 20.

For the Miners, it was their second one-point victory of the year. They beat Canyon State Academy two weeks ago, 27 – 26.

Currently ranked 24th in the most recent AIA rankings, the Miners need to win their final two games to entertain any chance of reaching the playoffs. This Friday's game at winless Baboquivari figures to get the Miners closer to a playoff berth, but they'll face a must-win game versus 10th-ranked San Tan Foothills in the final game of the season on October 31.

Friday's game at Baboquivari is scheduled for 7:00 p.m.



Shane Kelly carries the ball with Christian Dietz, Fabian Russo Garcia, Antineo Gallego, Roberto (Gallo) Guerrero, Amando Sierra blocking.

Margaret Schofield | SMHS

Lady Miners getting hot at right time

By Andrew Luberda
San Manuel Miner

The Lady Miners' volleyball team has won five of its last seven matches, defeating Globe (twice), Hayden, Miami, and Arizona College Prep during that span.

"(We) continue to work hard and play with heart," Miners' head coach Cynthia Navarro said. "I am pleased with the girls' performances in the last couple of games."

"They continue to improve their game on

both offense and defense," added Navarro.

The Miners will need to win their final three games, all of the in conference, to have any hopes of earning a playoff berth.

The first of the last three games is Tuesday versus San Tan Foothills. In addition to playing their final home game of the season, the Miners will honor three seniors who will be playing in front their home fans for the final time. Mireya Tamayo, Kadi Monfred, and Felicia Medina will be honored at Tuesday's game.

After Tuesday's game, the Miners will play at San Carlos on Thursday before

playing in the regular season finale next Tuesday at Santa Cruz Valley.



Kadi Monfred returning the ball. Mireya Tamayo, Angela Navarro, and Lyana Waddell stand ready to assist.

Leticia Valasquez | SMHS



Dionne sets up the ball for Felicia Medina.

Leticia Valasquez | SMHS

QUE PASA

COMMUNITY CALENDAR

OCTOBER

22 Blood Donors Sought for Oracle Blood Drive

Donors are needed year-round, particularly those with types O negative, A negative and B negative blood. Those who attempt to donate in October will be entered to win a \$5,000 Visa gift card, courtesy of Suburban Propane. To make an appointment to donate blood, eligible donors are encouraged to download the new Red Cross Blood Donor App from app stores or text BLOODAPP to 90999 to receive a download link, visit redcrossblood.org or call 1-800-RED CROSS (1-800-733-2767). The American Red Cross will be hosting a blood drive event on Oct. 22, from 12:30 p.m. - 4:30 p.m. at the Oracle Community Center, 685 E American Ave., Oracle.

25 Pitchblack Haunted House

The San Pedro Valley Lions Club presents Pitchblack Haunted House on Saturday, Oct. 25, from 5-8 p.m. at 115 S. Main St. in Mammoth. There will also be a costume contest from 4-5 p.m. Entrance fee is \$2 per living soul, 3 souls for \$5, souls ages 5 -7 for \$1, and 0-4 may enter for free. Follow us on Facebook. Volunteers needed.

30-31 MVS Gym to Become Haunted House

Come visit the Haunted House at Mountain Vista School on Thursday, Oct. 30, from 6-9 p.m. and on Friday, Oct. 31, starting at 6 p.m. and ending when the last child has been spooked. Admission is \$3.

31 Tri-Community Halloween Parade Planned for San Manuel

Yes, there will be a Halloween Parade this year, sponsored by the Mammoth-San Manuel Community Schools. Line up will start at 3:30 p.m. on Friday, Oct. 31, in front of the old Gordon's IGA.

31 Hayden Senior Center Halloween Party

The Hayden Senior Center, located at 520 Velasco Ave., will be holding a Halloween party from 11 a.m. - 1 p.m. on Friday, Oct. 31. For more information or transportation call 356-7035.

31 Mountain Vista Fall Festival

The Oracle Schools PTO will sponsor the fourth annual Fall Festival at the Mountain Vista campus, from 5-8:30 p.m. on Friday, Oct. 31. There will be a variety of food and game booths, trick- or-treating and a children's costume contest. Booth rental is \$25 for outside vendors. Tickets will be sold for all food, beverages and activities. If interested in a booth or would like to volunteer, call Brenda Garcia at 520-405-0549 or send an email to oracleschoolspto@yahoo.com.

31 Duck Dynasty Fall Fun Fest Set at LWC

Living Word Chapel is having a Duck Dynasty Fall Fun Fest on Oct. 31 from 6-8 p.m. We will have food for sale, games to play, and trunk or treat. No scary costumes please. The address is 3941 Hwy. 77 in Oracle. Call 520-896-2771 for more information.

NOVEMBER

01 Horseshoe Tournament, Pancake Breakfast & Crafts Fair

Let's do this again! The Oracle Community Center will have its Fall Horseshoe Tournament, Pancake Breakfast & Crafts Fair in Oracle, on Saturday, Nov. 1, from 8 a.m. - 3 p.m.; tournament starts at 10 a.m. Entry fee is \$10 per team. There will be 50/50 cash prize. For more information call Fred Patterson at 520-896-2067 or email fpatt1@q.com. Pancakes and craft tables are a separate fee.

01 Oracle Library Plans Used Book Sale

The semi-annual used book sale at Oracle Public Library is set for Saturday, Nov. 1, from 11 a.m. - 3 p.m. at the library, 565 E. American Ave. in Oracle. The sale also includes CDs, DVDs and audio books. The famous "Two Dollars a Bag" sale will be from 2 p.m. - 3 p.m. For more information call 520-896-2121. The library is now open from 9 a.m. - 3 p.m. on Fridays and Saturdays.

04 Counselors in San Manuel to Assist with Medicare Open Enrollment

Medicare Annual Open Enrollment is just around the corner, and will run from Wednesday, Oct. 15 through Sunday, Dec. 7. Medicare beneficiaries are encouraged to review their health and prescription drug coverage, including changes in costs, coverage and benefits that will take effect on Jan. 1. Counselors will be available to provide screening and application assistance for "Extra Help" programs for Medicare beneficiaries. A Pinal County Enrollment Event is scheduled for Nov. 4 at San Manuel Sun Life Clinic, 23 S. McNab Pkwy, San Manuel from 10 a.m. - 3 p.m. For more information or to make an appointment, contact Pinal-Gila Council for Senior Citizens, 8969 W. McCartney Road Casa Grande, Az. 85194, or call either 520-836-2758 or 1-800-293-9393.

08 Women's Conference Coming to Oracle

All women, age 18 and over, are invited to attend the Women's Conference hosted by Living Word Chapel on Saturday, Nov. 8, from 8:30 a.m. - 3 p.m. at Oracle Community Center, 685 E. American Ave. in Oracle. Registration fee is \$10, which includes a continental breakfast and a light lunch. No children will be allowed to attend. Register at Living Word Chapel, 3941 W. Hwy 77 in Oracle on Tuesday - Friday, 9 a.m. - 3 p.m. or call 896-2771, by Sunday, Oct. 26.

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.

ON THE AGENDA

MAMMOTH SENIOR CITIZENS: Mammoth Senior Citizens will meet Tuesday evenings at 5 p.m. for a light dinner, games and activities. They also meet Thursdays at noon for lunch and will deliver a Mexican meal to businesses and individuals for a \$5 donation. Meetings are held at the Charles Clark Community Center in Mammoth. Please call Wednesday if you would like a meal delivered on Thursday. For more information or to order, call Nancy at 487-2666 or 520-240-5289 or Wanda at 487-0248. All seniors in the Tri-Community are invited.

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.

NARCOTICS ANONYMOUS 12-STEP: NA meetings are held Wednesdays at 6 p.m. at Sun Life in San Manuel. Rear entrance, south facing door. Open meeting. For more information, call San Pedro Valley BH at 520-896-9240.

ALZHEIMER'S CAREGIVER'S SUPPORT GROUP: The Alzheimer's Caregiver's Educational Support Group meets in the Resource Room at the Sun Life Clinic in San Manuel on the third Wednesday of the month at 10 AM. Call Kaye at 385-2835 for more information.

STORY TIME AT FAMILY FIRST: The Family First Pregnancy Care Center in Oracle has StoryTime at 10 a.m. on Wednesdays for mothers, fathers and infants-toddlers. For more information call 896-9545.

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. 25. 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.

SAN MANUEL SENIOR CENTER: Come to the San Manuel Senior Center for fun times. At 8 am on Mondays, Wednesdays and Fridays, there is an exercise program at the San Manuel Elks. Canasta is held every Wednesday at noon; we will teach you if you don't know how to play. The Red Hat meetings are held at 1 pm every second Friday of the month, for those 50 years of age or up. A potluck luncheon will take place on the second Thursday of each month, at noon. Bring a dish to share. There is a \$1 fee for utilities. Board meetings are held the first Thursday of each month at 6 pm.

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.

School override referendums up on Nov. 4

By James Hodl
Copper Area News

Five area school districts will be asking voters to approve budget overrides that will grant the district the power to secure additional funding of up to 15 percent over the allocation from the Arizona legislature through an increase in local property taxes. The Queen Creek Unified School District (QCUSD) is asking voters for the third time in as many years to approve a 15

percent override and to approve an \$80 million bond issue for new construction, upgrading of existing school buildings, and replacement of aging school buses. Enactment of both the override and the bond issue will result in a property tax levy of \$1.06 per \$100,000 valuation. QCUSD Superintendent Tom Lindsey is confident that the two issues will pass. The override would create \$2.5 million in additional funding that could be used to restore the electives, offer full-day kindergarten in

elementary schools, and provide teachers will a long postponed pay raise.

Coolidge Unified School District (CUSD) is asking voters for the first time since 2012 to approve a 10 percent override for its maintenance and operations budget. With the second lowest starting salary for teachers in the state, CUSD needs the override to offer higher salaries attract talented instructors and to provide pay raises to current teachers to retain the best ones, and to be competitive in attracted teachers for our most gifted students, said Superintendent Charie Wallace. To win approval, Wallace is undergoing a grueling schedule of campaign appearances ranging from political dinners to civic organizations to even an appearance in a local family tavern where the district's Power Point presentation was reduced to printed cards to accommodate the location's lack of Internet access. Voter approval of the override will boost the CUSD budget by \$1.7 million, and boost the property tax only 94 cents per \$100,000 valuation.

The Oracle Elementary School District (OESD), which in 2013 came only 52 votes short of approving a 15 percent override, is trying again on Nov. 4. OESD needs the full override funding to maintain the current

level of instructional programs. To put the override over the top this year, the district is casting a wider net in search of voters, and OESD Superintendent Dennis Blausler is highly confident that the override will pass this year. The override will add only about 24 cents per \$100,000 of property valuation.

The Superior Unified School District (SUSD) is also seeking continuation of its existing 15 percent override. As SUSD is in the fifth year of its current override, the district needs approval in November to keep its budget from being cut by \$70,000 next year, said SUSD Superintendent Patrick O'Donnell. Approval of the override will keep the schools' share of the local property tax at \$1.34 per \$100,000 property valuation.

The Ray Unified School District (RUSD) in Kearny is asking voters to approve a 10 percent tax override to keep from having to trim its budget and educational programs. RUSD Superintendent Curt Cook is keeping the override campaign on a low-key person-to-person level to get education-supporting voters out on election day. Approval of the Ray override will keep the schools' share of the local property tax at \$1.06 per \$100,000 property valuation.

SCHOOL FUNDING

Continued from Page 7

But for the future, all districts are looking toward getting the Arizona legislature next year (when it will have about 30 percent new members) to approve higher basic budgets for all state-supported schools.

There also is interest in the court case where Judge Katherine Cooper ruled that the legislature violated the will of the voter in raising education expenditures by the rate of inflation or 2 percent annually as stipulated in Proposition 301, which was enacted in November 2000. Under the ruling, the state could be

required to pay schools the difference between what they received has the legislature not reduced the education budget since 2009 and what they would have received if they followed Prop 301.

Education groups that spearheaded the lawsuit said they'd wave the back payments if the state would raise the level of funding to what it would have been currently under Prop 301 (\$9,521 per pupil basic funding) for the coming school year. The state, however, is opting to appeal the decision.

TRI-COMMUNITY CHURCH DIRECTORY

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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 Church of Christ

2425 El Paseo, Oracle

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

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Pastors Michael & Bea Lucero Sr.
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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.

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.

Oracle Seventh-Day Adventist Church

2150 Hwy 77, Oracle

Pastor Rick Roy

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

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

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.

Section 2 – Term

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 (12th) anniversary.

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 percent (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.

3.2 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 easement.

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

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records internally by Town for permitting and design of Town-owned 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 Town.

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, self-retention 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

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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 Town.

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 to 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, AZ 85618

Invoices for reimbursement from the Southwest Gas Capital Expenditures Fund shall be submitted to the Town annually by Grantee no later than 90 days after the annual anniversary of 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, such surplus shall be set aside for the Town and becomes the property of the Town. 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

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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 performance.

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 limits 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

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AL REGISTRARSE, REGRESE A: CONTRATO DE FRANQUICIA ENTRE SOUTHWEST GAS CORPORATION Y

EL PUEBLO DE MAMMOTH, ARIZONA

Sección 1. **B** 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 conteniendo 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 allá 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 **B** 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. **B** 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 las 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 proveer 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 Pueblo.

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 conveniencia. 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 subsiguientemente cortar la servidumbre de paso pavimentada.

3.4 El Concesionario no deberá instalar, construir, mantener o usar sus instalaciones de una manera que dañe o interrumpa 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 con este

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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. 140-360.30 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 Pueblo, 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 (sujeto 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-localización 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 servicio 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 existían 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 re-localización de las instalaciones del Concesionario de una manera no razonable y arbitraria, o de evitar su obligación bajo esta Franquicia. Si el Pueblo requiere del Concesionario re-localizar instalaciones del Concesionario para evitar conflicto con la instalación o re-localización de otras instalaciones de servicios públicos, entonces los costos y gastos relacionados con la re-localización de las instalaciones del Concesionario se pagarán por el Pueblo.

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. **B** 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, pérdidas, 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 pérdidas 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 pérdidas no sean el resultado de mala conducta intencional, actas de negligencia

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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 líneas 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 dañe 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 del 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 reemplazar 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:

6.1 En lugar de cualquier permiso u otros derechos (incluyendo pero no limitados a revisión de plan, inspección incluyendo las horas extraordinarias 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 Vigor, 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 Gas.@

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.

Los costos incurridos por el Concesionario pagados del Fondo de Gastos de Capital de Southwest Gas se pueden incluir por el Ccesionario 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 ser 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 (el ARepresentante del Pueblo @) será el Administrador Municipal y el representante inicial del Concesionario será el administrador del proyecto, como identificado por el Concesionario de vez en cuando (el ARepresentante del Concesionario@). 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 través 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.

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 otorgue otros privilegios,

MAMMOTH POLICE

Continued from Page 3

Department was wrong in releasing the case file.

Oct. 13

A reporting party was advised by his son that the boys grandmother was letting him drive the car down Main St. The boy is under legal driving age. The reporting party asked that an officer speak to the grandmother. An officer advised the grandmother that it was unsafe for the

boy to be driving. She assured the officer that it wouldn't happen again.

A report was received of suspicious activity behind the Dollar General store. A man with a flashlight was seen behind the building. Officers responded and spoke to the man. He advised them that he was dumpster diving.

Oct. 14

Reporting party came to

the station and reported that she has been receiving phone calls at all hours of the night. She has told the calling party to stop but she hasn't. The calling party thinks her phone belong to her daughter. She asked if an officer would talk to the calling party. Officer advised her that he would contact the harassing party and advise her to

stop calling.

Oct. 15

A 911 call was received from San Manuel Dr.

The reporting party said he had been involved in domestic violence. He had allegedly been beaten by

his nephew and brother. Officer responded.

Other calls not reported include: fingerprints (5), animal complaints (1), warrants cleared (1) and medical assists (15).

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NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: CLEAR GLASS PURCHASING LLC L-1949919-1 II. The address of the known place of business is: 88910 E. River Ranch Road Mammoth, AZ 85618 III. The name and street address of the Statutory Agent is: Nancy Walker 88910 E. River Ranch Road Mammoth, AZ 85618 Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Nancy Walker 88910 E. River Ranch Road Mammoth, AZ 85618 manager
MINER Legal 10/15/14, 10/22/14, 10/29/14

Public Notice

NOTICE (For publication) L-19526283 I. Articles of Organization have been filed in the office of the Arizona Corporation Commission for TLC HOME RENOVATIONS & SERVICES, L.L.C. II. The address of the known place of business is: 22167 N. Lakeside Dr Maricopa, AZ 85138 III. The name and address of the Statutory Agent is: Richard S. Gomez 22167 N. Lakeside Dr Maricopa, AZ 85138 IV. Management of the Limited Liability Company is reserved to the members. V. The names and addresses of the members of the Limited Liability Company are: Richard S. Gomez 22167 N. Lakeside Dr Maricopa, AZ 85138 Julie L. Gomez 22167 N. Lakeside Dr Maricopa, AZ 85138
MINER Legal 10/15/14, 10/22/14, 10/29/14

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Articles Of Organization Have Been Filed In The Office Of The Arizona Corporation Commission For: 1. Name: American Flag Properties, LLC. 2. File No.: L-1954907-4. 3. The address of the known place of business is: 3507 East Mount Lemmon Hwy, Oracle, Arizona 85623. 4. The name and address of the statutory agent is: LRR Agent Service of Arizona, Inc., One South Church Avenue, Suite 700, Tucson, Arizona 85701. 5. Management: Management of the limited liability company is reserved to the members. The name and address of the sole member is Goff & Goff Limited Partnership, P.O. Box 50186, Tucson, Arizona 85703.
Publish: 10/22/14, 10/29/14, 11/5/14

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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 o efecto.

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: Al Pueblo: Administrador Municipal 125 N Clark Street Ciudad de Globe P.O.Box 130

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Mammoth, AZ 85618 Con una copia a : Abogado de Pueblo Stephen Cooper 125 N. Clark Street P.O. Box 130 Mammoth, AZ 85618 Southwest Gas Corporation: Legal Affairs Department 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 una 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 periodo de 12 meses.

Sección 16 **B** 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 CERTIFICA: Patsy L. Large, Secretaria Municipal APROBADO EN FORMA: Stephen Cooper, Abogado del Pueblo SOUTHWEST GAS CORPORATION, Una Corporación de California Por: Fecha: Julie Williams, Vice-Presidenta Southern Arizona, Southwest Gas Corporation
MINER Legal 10/11/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

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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 Volante: General – 6 de octubre de 2014

//Patsy Large, Secretaria Municipal

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 y Español.

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 permitirá votar en la elección.

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 tradujeran al Español se fijarán, 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 electores capacitados deseando votar en la elección. La elección especial se puede administrar usando equipo de votar como sea determinado ser en el mejor interés del 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 deberán 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 cuestión que se presentó.

Sección 9. Que las balotas que se usarán en dicha elección serán sustancialmente en 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 en 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 21 de julio de 2014.

// Al Barcelo Alcalde, Pueblo de Mammoth CERTIFICA: //Patsy Large, Pueblo de Mammoth Secretaria Municipal APROBADA EN FORMA: // 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 noviembre de 2014

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 el 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 "SI" 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 en el Pueblo de Mammoth

MINER Legal 10/11/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

Public Notice

Trustee Sale No: 14-30004

Notice Of Trustee's Sale

Recording date: September 23, 2014 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust dated January 8, 2009, and recorded on January 12, 2009 in Instrument Number 2009-003089, Records of Pinal County, Arizona at public auction to the highest bidder at the main Entrance of the Pinal County Courthouse, 971 Jason Lopez Circle, Building A, Florence, Az on January 6, 2015 at 11:00AM of said day: Legal: See Exhibit "A" Attached Hereto And Made A Part Hereof The street address is purported to be: 10310 E. Hummingbird Lane Gold Canyon, AZ 85218 Tax Parcel Number: 104-60-1070 Original Principal Balance: \$ 50,000.00 Name and address of original Trustor: Mary Fasan, an unmarried individual 10310 E. Hummingbird Lane Gold Canyon, AZ 85218 Name and address of the Beneficiary: First Scottsdale Bank, National Association 15190 North Hayden Road Scottsdale, AZ 85260 Name and address of Trustee: Western Regional Foreclosures, LLC One West Deer Valley Road Suite 103 Phoenix, AZ 85027 The bidding deposit check must be in the form of a Cashier's Check made payable to Western Regional Foreclosures, LLC. Third party checks will not be accepted. Conveyance of the property shall be without warranty, expressed or implied, and subject to all liens, claims or interest having a priority senior to the Deed of Trust. The Trustee shall not express an opinion as to the condition of title. Trustee's Phone number: 623-581-3262 Sale Information: www.westernregionalforeclosures.com Dated September 23, 2014 Western Regional Foreclosures, LLC, an Arizona limited liability company, Successor Trustee By: /s/ Susan S. Bouchard, Designated Broker Manner of Trustee Qualification: Real Estate Broker Name of Trustee's Regulator: Arizona Department of Real Estate State Of Arizona }} ss. County Of Maricopa } On September 23, 2014, before me, the undersigned notary public, personally appeared Susan S. Bouchard, Designated Broker, Western Regional Foreclosures, LLC personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. My commission expires January 5, 2018 /s/ Tina Biskupiak Notary Public Trustee Sale No: 14-30004 Notice Of Trustee's Sale Exhibit "A" Lot 65, of Mesa Del Oro Estates Unit II, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, in Cabinet "A" of Maps, Slide 14; Except 1/16th of all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizer of every name and description; and Except all minerals which my be essential to the production of fissionable materials as reserved in Arizona Revised Statutes.
Publish: 10/8/14, 10/15/14, 10/22/14, 10/29/14

Public Notice

Notice

Articles Of Organization Have Been Filed In The Office Of The Arizona Corporation Commission For 1. Name: The name of the limited liability company is Arizona Zip Line Adventures, LLC. 2. File No.: L-1954908-5. 3. Know Place of Business: The address of the known place of business of the limited liability company is 3507 East Mount Lemmon Hwy, P.O. Box 5591, Oracle, Arizona 85623. 4. Statutory Agent: The name and address of the initial statutory agent is LRR Agent Service of Arizona, Inc., One South Church Avenue, Suite 700, Tucson, Arizona 85701. 5. Management: Management of the limited liability company is vested in a designated manager whose name and address is American Flag Properties, LLC, 3507 East Mount Lemmon Hwy, P.O. Box 5591, Oracle, Arizona 85623. The name and address of the member who owns a twenty percent or greater interest in the capital or profits of the limited liability company is American Flag Properties, LLC, 3507 East Mount Lemmon Hwy, P.O. Box 5591, Oracle, Arizona 85623. **Publish: 10/22/14, 10/29/14, 11/5/14**

Public Notice

Trustee Sale No: 14-31106 Notice Of Trustee's Sale

Recording date: October 2, 2014 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust and Assignment of Rents (if applicable) dated (no date on deed of trust), and recorded on February 10, 2000 in Instrument Number 2000-006250, Records of Pinal County, Arizona at public auction to the highest bidder at the main Entrance of the Pinal County Courthouse, 971 Jason Lopez Circle, Building A, Florence, AZ on January 6, 2015 at 11:00AM of said day: Legal: Lot 64, Hidden Valley Estates Unit Eleven, according to Book 14 of Maps, Page 131, records of Pinal County, Arizona. The street address is purported to be: 53669 W. Clearview Road Maricopa, AZ 85122 Tax Parcel Number: 501-46-0640 Original Principal Balance: \$ 10,000.00 Name and address of original Trustor: Alvin Martzolf, an unmarried individual 9738 N. Warren Road Maricopa, AZ 85239 Name and address of the Beneficiary: Fred Patterson, a Widower P.O. Box 16132 Phoenix, AZ 85011 Name and address of Trustee: Western Regional Foreclosures, LLC One West Deer Valley Road Suite 103 Phoenix, AZ 85027 The bidding deposit check must be in the form of a Cashier's Check made payable to Western Regional Foreclosures, LLC. Third party checks will not be accepted. Conveyance of the property shall be without warranty, expressed or implied, and subject to all liens, claims or interest having a priority senior to the Deed of Trust. The Trustee shall not express an opinion as to the condition of title. Trustee's Phone number: 623-581-3262 Sale Information: www.westernregionalforeclosures.com Dated: October 2, 2014 Western Regional Foreclosures, LLC, an Arizona limited liability company, Successor Trustee By: /s/ Susan S. Bouchard, Designated Broker Manner of Trustee Qualification: Real Estate Broker Name of Trustee's Regulator: Arizona Department of Real Estate State Of Arizona } ss. County Of Maricopa } On October 2, 2014, before me, the undersigned notary public, personally appeared Susan S. Bouchard, Designated Broker, Western Regional Foreclosures, LLC personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. Witness my hand and official seal. My commission expires January 5, 2018 /s/ Tina Biskupiak Notary Public **Publish: 10/22/14, 10/29/14, 11/5/14, 11/12/14**

Public Notice

File # 14-3137 (90)

Notice of Trustee's Sale

Recorded: 9/26/2014 The following property will be sold at public auction to the highest bidder pursuant to the power of sale under that certain Deed of Trust recorded on July 8, 2002, at Recorder's Fee Number 2002-036186 in the Office of the County Recorder of Pinal County, Arizona. The public auction will be held at the main entrance to the Superior Courts Building, 971 N Jason Lopez Circle, Building A, Florence, Arizona on January 7, 2015 at 11:00 a.m. The property is legally described as as shown on Exhibit A, attached hereto. Purported address: 43925 E Cadillac Wash Rd, Tucson, AZ 85738. Tax Parcel # 304-14-002C, Original Principal Balance \$73,000.00. Name and Address of Beneficiary: Martin B. Davis PO Box 1395, Round Mountain NV 89045. Original Trustor: Deborah D. Johnson, a single woman 43925 E Cadillac Wash Rd, Tucson, AZ 85738. The Trustee qualifies pursuant to A.R.S. § 33-803(A)(2) as a member of the State Bar of Arizona, and is regulated by the State Bar of Arizona. The name, address, and telephone number of the Trustee is: Rex C. Anderson, 15029 N. Thompson Peak Parkway, Suite B111-471, Scottsdale, Arizona 85260. 888-675-7809. The Trustee requires every bidder at the Trustee's Sale, except the beneficiary, to provide at the time and place set for the auction a \$10,000 deposit in the form of a cashier's check as a condition of entering a bid. Dated: September 26, 2014 /s/ Rex C. Anderson, Trustee State of Arizona } } ss. Maricopa County } The foregoing instrument was acknowledged before me on September 26, 2014, by Rex C. Anderson, a member of the State Bar of Arizona, as Trustee. /s/ Rona Herman Notary Public My Commission expires: July 31, 2017 File 14-3137 / ID=90 Exhibit A All that portion of the North half of the West half of the Northeast Quarter of the Northwest Quarter of Section 3, Township 9 South, Range 12 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows: Commencing at the Northwest corner of said Section 3, said point being a found GLO brass capped pin, Thence North 89 degrees, 54 minutes, 00 seconds East, along the North line of said Section 3, a distance of 1624.83 feet, to the Point Of Beginning, Thence continue North 89 degrees, 54 minutes, 00 seconds East, along said North line of Section 3, a distance of 354.80 feet, Thence South 00 degrees, 19 minutes, 20 seconds West, a distance of 30.37 feet, to a found 1/2 inch iron pin; Thence continuing South 00 degrees, 19 minutes, 20 seconds West, a distance of 418.38 feet, to a set 1/2 inch iron pin tagged RLS 33308, Thence South 89 degrees, 53 minutes, 42 seconds West, a distance of 354.80 feet, to a set 1/2 inch iron pin tagged RLS 33308, Thence North 00 degrees, 19 minutes, 23 seconds East, a distance of 418.38 feet, to a set 1/2 inch iron pin tagged RLS 33308, Thence continuing North 00 degrees, 19 seconds, 23 minutes East, a distance of 30.40 feet to the North line of said Section 3, said point being the Point Of Beginning, Together with a 15 foot wide easement for ingress/egress per Docket 588 at Page 496 as recorded in the office of Pinal County Recorder, over the East 15.00 feet of said Lot 1. Together with a 30 foot wide easement for ingress/egress and utilities, over the North 30 feet of said Lot 1, per said Docket 588 at Page 496. Subject to covenants, easements and restrictions of records. **Publish: 10/22/14, 10/29/14, 11/5/14, 11/12/14**

**Pregnant?
Need Help?
520-896-9545**

Oracle State Park hosts Desert Harvest Fest

By John Hernandez
San Manuel Miner

On Sunday, Oct. 19, the Oracle State Park – Center for Environmental Education hosted a Desert Harvest

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 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 election. 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 submitted. 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 July, 2014. /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 of Mammoth 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**

Fest. At the fest, Desert Harvesters of Tucson provided mesquite pod milling where they use a hammermill to grind the mesquite pods to make mesquite flour. Desert Harvesters is a non-profit group based in Tucson that strives to promote, celebrate, and enhance local food security and production by encouraging planting of indigenous, food-bearing shade trees and educating the public on how to harvest and process the crop.

Laurie Melrood of LamidBar Desert Foods and Jackie Turchick spoke on the uses of mesquite and other desert plants. Laurie gave out samples of mesquite flour to taste and spoke about the health benefits of mesquite flour. It is good for diabetics and is gluten free. The ladies also provided storytelling for children and had copies of their children's book "The Pancake Tree" for sale.

Kathie Griffin, Master Gardner gave a presentation on the "Wonders of the Mesquite Tree". Mary Bast provided guided tours of the Kannally Ranch house. The band Creosote Ring was scheduled to perform in the afternoon. The event was put together by Desert Harvesters of Tucson, Friends of Oracle State Park and Oracle State Park volunteers.



Separating the beans for processing.



Putting the beans into the hammermill.

(520) 385-2266

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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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+ (_____ X 28¢)	_____	Number of additional words. (If ad has more than 15 words.)
	_____	Attention Getter \$2.00
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X	_____	Number of weeks to run the ad
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4. Send the Ad to the San Manuel Miner

Call (520) 385-2266 or mail this coupon in to San Manuel Miner, P.O. Box 60, San Manuel AZ 85631. You may send check or money order. *No Cash Please.*

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Address: _____

Phone: _____

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(520)
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1. Automobile

Advertise your
Vehicle with a
Picture for \$13.00
Make Cash and
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Utility Trailer, 5' 3" x 10', 24" sides. Comes with spare. \$700. 633 W. Webb Dr., San Manuel

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20. Help Wanted

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25. Instruction

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25. Instruction

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45. Misc.

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416 San Carlos (2bd,2ba)	\$300
606 Encina (2bd,2ba)	\$300

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68. Adoptions

ADOPTION: Happily married professional couple will share their love with newborn and provide warm, supportive secure home. Expenses paid. Please call Mike and Monica 347-675-8917. (AZCAN)

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75. Pets

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80. Rentals

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80. Rentals

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80. Rentals

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80. Rentals

FOR RENT

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& Fenced. 385-2019

100. Real Estate

SECLUDED 39 ACRE RANCH,
\$193 Month. Secluded, quiet
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Sweeping ridge top mountain/valley
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appliances. Must see. \$48,900
113 W 4th Ave. 2 bdrm home needs
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wants offer! \$24,000

20 S. Ave A Reduced. Great home on
cul-de-sac. Backs the desert. Make
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1.53 acres on S. Peppersauce Mine
Rd. Great views. \$79,000

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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 Ave. 2 bdrm \$650

233 McNab Very nice remodeled
2 bdrm. Newly painted in & out.
Includes sewer. \$495

1017 2nd Ave. 2 ba \$650

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\$500 sewer included

Josephine Buttery, Broker
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20. Help Wanted

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 - **112 McNab Pkwy.**
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 - **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.**
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 - **303 4th St.**
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 - **219 Avenue B**
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 - **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! \$144,900 Reduced \$92,500
 - **615 Webb Dr.**
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 - **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**
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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. **\$297,500**



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 stary 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**

- **3 bedroom, 2 bath single wide**, lots of trees, very secluded, views, 1.07 ac. \$71,000
- **Completely remodeled 4 bedroom, 2 bath in Oracle.** \$149,900
- **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. \$375,000
- **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 2223 sqft 4 bedroom, 2 bath**, open floor plan, bonus room off kitchen, screened in porch on 1.37 acres. \$275,000
- **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
- **Very cozy home** with two fireplaces and guesthouse on almost half an acre! 3 bdrm, 3 ba. \$160,000

- **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
- **Immaculate home** feels like new! Hilltop location, incredible mountain views & sunsets. 1867 sq ft. 3 bed, 2 bath, open floor plan. \$224,900
- **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 Charmer** on 1.78 acres, 3 bed, 1 bath covered in oaks. \$195,000
- **3 bedroom, 2 bath** spacious living area, tile floor & fenced backyard. \$132,000

Oracle-Land

- **Commercial Property** Nice 2 acres commercial property off Frances \$150,000
- **3.31 ac with unbelievable views**, located in homes only \$150,000.
- **5 ac parcel mountain views**, horse property \$59,900 per 5 ac or \$100,000 for 10 ac owner may carry.
- **1.62 ac. on paved road** with utilities at the lot line in homes only location. \$75,000.
- **4 view lots**, nice views, custom home area, boulders and trees, owner may carry. \$72,000.
- **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.
- **7.71 ac horse property**, can be split. Great hilltop views. \$89,000

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.

Surrounding Area

- **Great 4 bdrm, 3 bath** home in Eagle Crest Ranch with a spacious garage & upstairs loft. \$199,999.
- **4 ac in the Redington area**, Mesquite trees, views, private well & septic. \$54,000.
- **Great lot for MH or site built** homes, located 10 mi. from Oracle Jct, 3.34 acres, very affordable with electric at lot line. horses allowed. \$29,900
- **Great mountain views from this 3.75 ac.** south of Mammoth. \$39,000.
- **3 bedroom, 2 bath on corner lot**, fenced \$18,000.
- **2 view lots**, city water, sewer, paved roads, make an offer on both lots, and owner will make you a deal. \$7,000 each.
- **Beautiful views of the Galiuro Mountains**, lots of vegetation & large Saguaros. \$10,000
- **4 lots with great mountain views**, lots range from .34 to .60 ac. Lot 2 is \$12,500, other lots are \$14,500.
- **8.84 ac, can be split**, has two building sites, saguaro and view. \$99,000

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SAN MANUEL:

- TWO BEDROOM, 1 BATH**
121 Fifth Place Remodeled kitchen & bath, back covered patio, stove, frig & dishwasher. \$38,900
- THREE BEDROOM, 1 BATH**
213 Ave A Remodeled kitchen, new flooring, freshly painted inside & out, workshop, fenced yard, laundry room, central air conditioning, hot water 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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Traveling on Hawaiian time – arriving on the Big Island

By **John Hernandez**
San Manuel Miner

If you are lucky enough to travel to the Hawaiian Islands make sure that you plan out your itinerary well in advance. Even then you will probably not be able to see or do every thing that you plan. Not while traveling on Hawaiian time. If your trip to Hawaii is a once in a lifetime trip or you are going for a special occasion such as a birthday or anniversary, I recommend that you schedule a lei greeting for yourself and your travelers. After flying for six or seven hours it is nice to be greeted at the airport with a smile, a flower lei and a friendly aloha. The lei greeting will run you about \$20 per lei and can be set up over the internet.

Our first day on the Big Island (Hawaii) was spent checking in to our condo and familiarizing ourselves with the facilities and the location. Our one bedroom condo in Kailua-Kona was oceanfront and next to a small beach. There are numerous condos and houses for rent on Hawaii that will cost you about the same price as a hotel room but have the added luxuries of a fully furnished kitchen. The condo complex had a pool, jacuzzi, and barbecue grills. Many of the units have ice chests, snorkeling gear and beach towels for your use. A good website for shopping for rentals is VRBO.com (Vacation Rentals by Owner).

As the evening approached we took a walk to the Royal Kona Resort Hotel. At the resort is a wonderful open air ocean front bar known as Don's Mai Tai Bar. It is a great place to relax and have a drink, nibble on some pupus (appetizers) or eat a quick dinner while looking at the gorgeous ocean views of Kailua Bay. A Mai Tai is a tropical drink featuring two types of rum, orange Curacao liqueur and lime juice. Since Don the Beachcomber claims to have invented the Mai Tai in 1933, I ordered the original. There are now different variations of the drink. There is an annual Mai Tai Festival held at the Royal Kona Resort where bartenders from all over the country compete for a \$10,000 first place prize. If you are in Kona, I recommend a stop at Don's and a Mai Tai.

After drinks and a light dinner we walked along Alii Drive and browsed the shops along the way. We stopped at a beachfront park and watched our first Hawaiian sunset. By this time jet lag set in and it was time to call it a night.



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