

Jeanine Apuron | Sea Lions



Miners have strong showing at Small School Meet

Page 14



Peter H. Kaufer M.D.
Ophthalmology

has office hours at Sun Life Family Health Clinic in San Manuel. He also has office hours in Oro Valley and Marana. Call (520) 742-1900 for an appointment.

Tucson Eye Physicians is a well established, thriving ophthalmology medical practice with its office in Tucson and recently added San Manuel location. Founded in 1987, Tucson Eye Physicians has been providing surgical, medical and lens prescription needs to Tucson and surrounding communities.

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OBITUARIES

Aurora Lopez



Aurora Lopez, 90, of Mammoth, Ariz. passed away on Wednesday, Oct. 22, 2014 at her home in Mammoth, Ariz.

Aurora was born on Dec. 23, 1923 in Winkelman, Ariz. the daughter of Pablo and Ramona Varela. She is survived by children: Ralph (Dorothy) Lopez, Rita Morales and Mary (David) Helen; many grandchildren; and many great grandchildren and great-great grandchildren. She

was preceded in death by five grandchildren. Online Guestbook: www.GriffithMortuary.com.

Funeral services will be held on Saturday, Nov. 1, 2014 at Blessed Sacrament Catholic Church in Mammoth, Ariz. with the rosary at 10:30 a.m. and Memorial Mass at 11 a.m.

Adeline Pederson

Adeline Pederson passed away Sept. 23. She is survived by her children, June (Tom) Miller, Loren "Joe" (Cindy) Pederson Jr. and Roberta (Curtis) Hein; nine grandchildren; and 10-1/2 great-grandchildren.

Adeline moved to San Manuel with her family in 1956, where she enjoyed life. Adeline's life was filled with love and joy, being with family and friends.

A memorial mass will be held at St. Bartholomew's at 11:30 a.m., Nov. 3, with a gathering at the Elks Lodge immediately following. In lieu of flowers, please make a donation to the Arizona Elks Lodge Major Projects Steele Research Center in her name.



Marcella L. Jaimez

Marcella "Marcy" L. Jaimez, 57, of Tucson, Ariz. passed away on Tuesday, Oct. 21, 2014 at University Medical Center, Tucson.

Marcy is survived by her husband, Jose Jaimez Jr.; son, Joel G. Lagunas and daughter, Melissa M. Jaimez.

Funeral services will be held on Tuesday, Oct. 28, 2014 at St. Joseph Catholic Church, Hayden, Ariz. at 11 a.m. with a rosary at 10:30 a.m. Online Guestbook: www.GriffithMortuary.com.



San Manuel Miner

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LETTER TO THE EDITOR

Councilman claims slander at public meeting

The mayor moved Call to the Public from the beginning of the meeting to the end (just before adjournment).

It turns out that the mayor's final statements were just to slander me and other individuals. The mayor knew his statements were false, but he proceeded to smear me and the other individuals and their families.

The slander sheets they circulated through out the community were bold face lies! The pages proving me innocent from the police report were taken out and just the accusations circulated.

I am a grown man and I can defend myself, but what about the other people and their families, that were so brutally and falsely attacked. I proved them all lies when I gave my rebuttal from the complete police report. This is the third time they have circulated these slander sheets. The first time, when the petitions for the recall against them started circulating. The second time, when they started a recall petition against me. The third time, to try

and influence the voters not to vote them out of office.

I tried to exempt one councilman from legal proceedings because I believed he was duped into circulating the slander sheets. I was trying to exempt him and keep him from harm and for this, three police officers show up at my house. Two Mammoth police officers and one Pinal County officer. I was told never to go to his home and never to call him.

I guess I must have been quite a threat, because one

Mammoth police officer kept his hand on his service weapon all the time he was talking to me.

I do not feel any need to prove my innocence again, but I do feel that the other families should know that they have a case for legal action and should receive full compensation under the law.

What they did was wrong and my heart goes out to the families that were so maliciously hurt.

/s/ Joseph S. Brewer

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. 20

Theft was reported in the 1000 block of W. Webb Dr., San Manuel.

Oct. 21

Fire was reported in the area of N. Dudleyville Rd. and E. San Pedro Rd., Dudleyville. Deputies were unable to locate the fire.

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

Assault was reported in the 1400 block of N. Justice Dr., Oracle.

Criminal damage was reported in the 66000 block of E. Peregrine Pl., SaddleBrooke.

Criminal damage was reported in the 100 block of S. Avenue A, San Manuel.

Oct. 23

Brittney Ann Churley, 22, Tucson, was arrested in the 3900 block of W. Hwy. 77, Oracle, and was charged with interfering with judicial proceedings. She was transported and booked into the Pinal County Jail in Florence.

Illegal dumping was reported in the 14000 block of S. Hwy. 77, Mammoth. Deputies were unable to locate signs of dumping in the area.

An accident with injuries was reported in the area of W. Hwy. 60, Superior.

Oct. 24

Nathan Franco, 18, San Manuel, was arrested in the

Continued on page 19

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LETTER TO THE EDITOR

Senior group celebrates first anniversary

The Mammoth Senior Citizens Association is having its first year celebration this October. We have had a year of highs and lows but for the most part our association has been a blessing to quite a few seniors. We come from all walks of life and have found a place to come together as a family. We have shared heartbreaks with those who have lost loved ones, comforted those who have been sick or living in constant pain and given more hugs than we can count.

So many people have been told false information about our group. They have been told that we came in to take over the other senior group that are through Copper Corridor. I am not sure of all the things they are involved in but I know that politics is their main concern and they meet once a month for potluck. And I wish them the best in whatever they endeavor.

When I was asked by two sisters to try to

start a senior group for the sole purpose of feeding the seniors I did not know that we were going to be right in the middle of a local political feud.

Last October some seniors on both sides had a meeting to discuss uniting the two groups. We decided that we would all meet the next week to elect officers. One woman came to me and thanked me and one man signed his name to run as an officer. I was very optimistic and thought everyone walked away somewhat satisfied. Others were telling me to not trust "those" people. So the next week we met to elect officers and guess who didn't show? None of their group came so we elected officers with who we had and proceeded to raise money for the seniors of Mammoth.

Many months later I came across the lady who told me "thank you" at the first meeting and I asked her what did she mean when she said that and she told me that she really meant it and appreciated

what I said. And said that when she left the meeting that night she was planning on coming back the next week. But she said that when she got home she got word that nobody was to go to that meeting and that she has to stick with them because they have been friends for several years and she wasn't going to walk away from them.

We have all had longtime friends that have snubbed us and even telling lies of what was told to them. I have heard three different times when I was at Dollar General a friend of mine telling other friends of mine that "they just want to take over the old senior citizens that was already started". That was an outright lie but that's the only story that most people have heard. We are happy with our little group and it continues to grow slowly when people find out the good work we are doing.

To end on a happy note we want to acknowledge the towns people who support us also the Mayor and Town Council and businesses who continue to donate which includes The Corker, Circle

K, Post Office, town workers and others who order lunches occasionally. Also to the Oracle Market who has helped by giving discounts on items we need.

To the Editor, we would like to extend an invitation to join us any Tuesday or Thursday for lunch. I personally asked your reporter at a council meeting to come and see what we are doing and possibly put out some positive info about our seniors in Mammoth rather than always printing negative things about how bad one group is treated. That is all about politics and we do not allow that in our meetings. Politics is left outside and will remain there.

Our members are a family now and we love and support one another. We invite others to join us or help by donations. Happy 1st Anniversary to Mammoth Senior Citizens Association. Be proud of the work we have done not only for seniors but also for children in our community.

I love my hometown of Mammoth.
Cheerfully,
/s/ Nancy Large

TRUNK OR TREAT

First Baptist Church of San Manuel

(Corner of 1st & Nichols)

Saturday, Oct. 31, 2014

Sundown 'til 8pm

or until the kids or candy run out

Access the parking lot on foot from 1st Ave. or by car to the south on Nichols. There will be a designated parking area.



Proposition 122 and Other Election Thoughts

One of the propositions on this year's ballot is Proposition 122. If approved this proposition would amend Arizona's constitution to say that they use their "sovereign" authority to withhold the use of its money and personnel to purposes consistent with its constitution. It would allow for Arizona's legislators or the voters to interpret the constitutionality of federal mandates and laws and if they disagree with them to challenge them using state resources or by prohibiting the use of state and local personnel and funding to implement the federal law or action. It gives our legislators too much power and after seeing a law like SB 1070 enacted and SB1060 being passed although vetoed by the governor we need to keep them in check. What next, a proposition to secede from the Union? When that happens then you know the inmates have taken over the asylum. It is bad legislation, not it is stupid legislation! It will mean



DRY HEAT

By John Hernandez
San Manuel Miner

numerous law suits and taxpayers money wasted defending what will be ruled unconstitutional. Vote a big no on this

Continued on page 19

Update on EPA investigation of ASARCO Hayden Plant Site meeting held

By **John Hernandez**
Copper Area News

Public meetings were held on Oct. 21 and 22 in Hayden to update the public on the investigation by the Environmental Protection Agency (EPA) of the ASARCO Hayden Plant Site. The investigation of the industrial areas of the site has been on going for a year. The EPA has been monitoring and sampling air, soil and water in the area to determine the nature and extent of contamination of the environment.

About 35 people attended the meeting including members of ASARCO, EPA, Arizona Department of Health Services (ADHS), Arizona Department of Environmental Quality (ADEQ), Agency for Toxic Substances and Disease Registry (ATSDR) as well as Hayden/Winkelman residents. Pete Rios, Pinal County Supervisor for district one and Ken Montoya representing Congresswoman Ann Kirkpatrick's office also attended.

John Hillenbrand, EPA Remedial Project manager provided the presentation on the investigation updates. There was a discussion session during and after the presentation. Printed information on the updates and proposed testing for blood lead and urine arsenic in Hayden and Winkelman was made available. Ben Gerhardstein, ATSDR gave the presentation on the planned lead and arsenic testing. Due to findings of arsenic and lead in levels above the EPA standards, free testing of blood and

urine for arsenic and lead is being offered to children and pregnant women. (see article on free testing)

Air monitoring systems have been placed in and around residential areas near the plant site. They have measured the air quality for the past year and it has shown that arsenic, lead and cadmium are present in amounts above the EPA's safety levels. The Hillcrest neighborhood and the area around Terrace Hill Drive had the highest levels of concentration of the metals. The air monitoring will continue for another

year.

Soil sampling was conducted in non-residential areas of the industrial plant around the smelter and concentrator and outlying natural areas. High concentrates of the metal have been confirmed in the Hayden plant and former Kennecott concentrator. Concentrations of the metals have been found in outlying non-residential areas including arroyos in the area. Hillenbrand said parents should keep their children from playing in those areas.

The drinking water

supply wells of Hayden/Winkelman have been monitored and sampled and found to meet EPA drinking water quality standards. Storm water, ground water and river water has been sampled. Stormwater samples collected from the Kennecott wash area showed arsenic, copper and lead greater than EPA standards in the runoff. Pockets of groundwater have showed levels of metals above the drinking water standards. More testing of river water sampling will be conducted.

Most of the soil and water data has been collected and the air sampling will continue

for another year. Once all the data is analyzed and information is collected, options for clean up will be determined and presented to the public at a meeting for comment. This should occur in early 2016. After plans are completed for the clean up the clean up of the site will begin. Information repositories for community members have been established at the Hayden Public Library and the Arthur E. Pomeroy Public Library in Kearny. Documents can be reviewed there.

For more information you can contact Sarah Cafasso, EPA Community Involvement Coordinator, 415-972-3076, cafasso.sarah@epa.gov or John

Hillenbrand EPA Remedial Project Manager 415-972-3494, Hillenbrand.john@epa.gov. You can also contact Wendy Flood, ADEQ Community Involvement Coordinator 602-771-4410, flood.wendy@azdeq.gov.

More information can be found at the EPA website at: www.epa.gov/region09/AsarcoHaydenPlant or ADEQ website at: www.adeq.gov/environ/waste/sps/ASARCO_Hayden_Plant.html.

The contact for information at the Agency for Toxic Substances and Disease Registry is: Jamie Rayman, Health Educator, Region 9, 415-947-4318, jrayman@cdc.gov.



The EPA held hearings in Hayden last week to help inform the public about the new safety requirements being implemented and how they will affect local employer Asarco.

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Taking the fear out of Halloween for young kids

Halloween can be a fun time of year, but for infants, toddlers and preschoolers, who often can't distinguish between fantasy and reality, scary experiences can ruin the holiday and create long-term fears. Below are tips for minimizing anxiety and helping young kids enjoy Halloween.

Teach kids the difference between real and imaginary. One way to do this is to connect to something kids already do, like playing dress-up or pretend. Talk with your child leading up to Halloween about how people will be dressed up and how some costumes, while scary, aren't real.

Choose costumes and decorations carefully. Something may be cute or funny to us, but uncomfortable, scary or downright dangerous to young kids. Consider how long your child will wear

a costume. Avoid masks, which can be scary and restrict vision; try face-painting instead. If your child is old enough, let her help choose a costume.

Practice for trick-or-treating. This is more than just what to say to get candy. Talk about holding hands when crossing the street and going only to well-lit homes. Remind kids that some people will be strangers, but that you will be with them the entire time.

On the big night. Go trick-or-treating early in the evening. Stay with your children always. If your child is fearful, don't tell them to not be afraid. This invalidates their concerns and may prevent them from expressing anxieties later on. Remind them that you are there to protect them.

Choose treats wisely. Hard candies, gummy snacks and caramels get stuck in tiny teeth and can cause tooth decay. The best selection of treats is plain chocolate, which melts easily. In addition, look out for very small treats or toys with small parts, which can be choking hazards.

Make holiday learning fun. Engage your child in family traditions, like baking seasonal favorites or carving pumpkins. Read books about Halloween. Talk about your past Halloweens and ask kids to share what they like about the holiday.

By following these simple tips, we can make this time of year fun for the entire family, especially those new to Halloween.

Sam Leyvas is the Chief Executive Officer of First Things First. He can be reached at sleyvas@azftf.gov.



It's important to remember young children when choosing costumes or decorations.

DON JONES FOR MAMMOTH TOWN COUNCIL

Education: Multnomah JC, Portland State University, San Diego State University
US Navy 1964 to 1970 Honorably discharged.

Experience: 40+ years a business owner. Off shore F/V Owner Captain, Off shore Charter boat Captain. Retired as Master Shipwright with over 200 vessels built in career.
Past Town Business Manager and Town Mayor. Familiar with grant writing and all Town Management.

Issues at hand: I feel the Town of Mammoth could use some good leadership with the issues I have witnessed over the past 2 years while living here. I have attended most of the meetings led by the present Mayor. I feel the people of Mammoth are not allowed to participate in all town issues and can not talk and voice their opinions. There has been a division among the town Seniors caused by the Mayor. There are no Youth programs backed by the town.

Mission Goal: To start some economical development in the Town. Campaign for new business in Mammoth. Start Town Hall meetings where the town people come up with ideas for the betterment of the town. All persons in attendance of Town Council meetings and Town Hall meetings will be able to voice their opinions. I feel a priority must be given to the YOUTH, the town Seniors, and the town Veterans. I feel that grants will be needed and all funds from a grant need to be used just for the purpose it was requested. The town needs a good water supply and pipe system. The sewer system need attention. The town needs road improvements funded by grants and highway tax money. There is a need for drug testing on all persons elected and hired by the town. These should be random. I feel the town should deliver fill dirt to all towns people using town equipment for the betterment of their land and for proper water runoff. A respected police chief and police force. Use the town Planning and Zoning recommendations. Have a parks and Recreations Board. Get some younger town people involved in town issues because these are the future leaders of our town. The town needs a Wi-Fi antennae for all persons in the town paid for by the town. The streets need to have curbs in flood areas. All runoff water needs to be diverted to the river and culverts installed in flood areas. The town needs to clean up and invite new residents here. I believe in drug testing for all town employees. I also believe in good management for all town employees. I believe in equal opportunity employment set by Federal guidelines. I also believe employees should be paid according to their qualifications and seniority. The town needs a Youth center supported by the Town. The town needs a swim program financed by the town to teach all kids to swim. This might save a life or two in the future. We will need volunteers to man a teen center for dances etc. The town needs to have Fiestas again and the town needs to manage these. Finally, I feel there should be some fun at all meetings and not just a boring meeting where people are not allowed to talk or participate.

Paid for by Don Jones, Democrat

Teddy Talks planned at Wilson Barn in Oracle

By John Hernandez
San Manuel Miner

Three Oracle artists will be talking about "Sustaining Passion" at the Wilson Barn in Oracle on Nov. 4 at 10 a.m. The election day event will include a mini-workshop

where you will have the opportunity to paint your own garden flag. The artists, Barbara Cowlin, Sharon Holnback and Jim Pollack will speak about their passion for art and how they, "became tireless lovers of painting water, teaching color and texture,

and creating the art of illumination and growing GLOW."

Following the speeches, there will be time to ask questions and get to know the artists. The optional mini-workshop will begin shortly after. Tables of canvas, paints and markers to paint your garden flag will be set up and ready to go. (\$15 fee) You will have plenty of time to vote after Teddy Talks.

Donation to RLVOracleArt: \$5 for Teddy Talks. The Wilson Barn is located at 2436 W. Linda Vista Rd. For more information or to RSVP contact Carol Mahoney at 520-827-1209 or cmahoneyworks@icloud.com.

Free Halloween Play!

DISTURBIA

"Crazy people do crazy things"

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Oracle Cemetery receives a manicure



Richard Gillies runs the Bobcat.



Randy Madsen, left, confers with Bishop Will Ramsay.

Upon entering Oracle from the west, the marquee at the Oracle Fire Station posted "Community Service Project at Oracle Cemetery". Although a blessing to the area, the recent monsoon season also caused grasses and vegetation to spring up at the cemetery. On Saturday, October 18, community residents from San Manuel and Oracle came together for Make a Different Day under the direction of Bishop Will Ramsay of the Church of Jesus Christ of Latter-day Saints to provide the needed manicuring.

Families efficiently whacked down the overgrowth and pulled weeds while Richard

Gillies spent his morning bulldozing erosion ruts with a Bobcat tractor to smooth out the roadways. Keith Eager pruned and loaded dead tree limbs and clippings into his trailer to haul away. Mr. Eager volunteers several hours a week to help with the ever present maintenance needs since the cemetery receives no public or private maintenance funds. Lorelie McRae and Cindy Watson provided water and refreshments for the volunteers.

Lorin McRae and local author/ historian, Cathy Ellis, have been diligently working for months to locate and identify all of the grave sites on a global positioning system

(GPS) datasheet registry. Because some of the sites are unmarked, Mr. McRae has left notes at these sites requesting that visitors provide missing information. Mr. McRae shared that his father had provided a similar service to the cemetery in St. David, so he felt the need to do likewise for the Oracle Cemetery.

Cemetery volunteer caretaker, Reggie Ramsay, was greatly appreciative of this and previous efforts to help keep the cemetery presentable and groomed for visitors paying their respects to deceased family, friends and acquaintances. Mr. Ramsay shared that multi-faith church groups from North Carolina and

California have come during the summer months to provide maintenance service to the Oracle Cemetery. These efforts are labors of love and respect.

There is an ever present need for service volunteers at the cemetery. Interested individuals or community groups can contact Bishop Will Ramsay at wllramsay381@gmail.com or the JustServe.org website to coordinate projects to help maintain the Oracle Cemetery as a place of peace and serenity.

Recall Election Nov. 4, 2014

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

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

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Recall Al Barcelo
ELECT DON JONES

Recall Juan Barcelo
ELECT BOB SLOAN

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Free Estimates

Oracle Union Church to present piano and guitar concert Nov. 9; admission free, food donations requested

Oracle - J. Sun Lee, pianist, and Michael Lion, guitarist, will perform a riveting duo concert featuring classics such as Debussy's Reverie, Rodrigo's Fantasia para un Gentilhombre, Vivaldi's Concerto in D Major for guitar as well as a selection of tangos by Piazzolla on Sunday, Nov. 9, starting at 3 p.m. A reception will follow.

"Come and join us for an afternoon that is sure to capture the imagination of music lovers," says a representative of Oracle Union Church.

Admission is free, although donations of two food cans for the Tri-Community Food Bank is requested. For more information, call 520-896-2544.



Michael Lion, left, and J. Sun Lee will be in concert at the Oracle Union Church on Sunday, Nov. 9.



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SERVICE SALUTE

Duarte completes basic training

Air Force Airman Jonathon J. Duarte graduated from basic military training at Joint Base San Antonio-Lackland, San Antonio, Texas.

The airman completed an intensive, eight-week program that included training in military discipline and studies, Air Force core values, physical fitness, and basic warfare principles and skills. Airmen who complete basic training earn four credits toward an associate in applied science degree through the Community College of the Air Force.

Duarte is the son of Olga and Raul Duarte of San Manuel. He is a 2011 graduate of San Manuel High School.

RECALL
Al Barcelo
ELECT
Don Jones

Election
Tuesday,
Nov. 4th

RECALL
Juan Barcelo
ELECT
Bob Sloan

Undefeated Cougars win seventh grade volleyball championship

By Andrew Luberda
San Manuel Miner

The Mountain Vista seventh grade girls' volleyball team, which finished the regular season undefeated, recently won the CJHL 7th Grade Volleyball Championship. The Cougars defeated Globe in the championship match, 2 – 1.

"I'm very proud of the team," head coach Janice Vigil told The Miner. "They worked hard all season, never gave up. They worked until the end and won the Championship. They deserved it."

The championship didn't come easy for the top-seeded Cougars, who defeated Ray in the first round to advance. With the final match against Globe tied, 1 – 1, the Cougars trailed in the third and deciding game, 11 – 5.

The combination of good serves and strong defense propelled the Cougars to a come from behind win in the third game, 15 – 12, preserving their undefeated season and claiming the tournament title.

"They played well all season," Vigil said. "They played hard and practiced hard."

"We told them, 'you play like you practice' and they gave me 110 percent every practice."

Congratulations to Coach Vigil, her staff, and the Mountain Vista Seventh Grade Volleyball Team.



Seventh grade Lady Cougars were excited to win this year's championship.

Superior Chamber will host Night of the Cowboy Nov. 8

Superior Chamber of Commerce will host La Noche de Vaquero, Night of the Cowboy on Saturday Nov. 8, 2014. They will celebrate and honor local cowboys with a dinner and dance!

The event will be held at the Magma Club at 38 Kumpke Court in Superior from 6 p.m. to midnight.

Join the chamber for a cowboy dinner of ribs, beans and coleslaw featuring a special cowboy cookie dessert. There will be horse shoes and corn hole games.

The dance will feature music by Superior's own Bobby Cook and the Ghost Town Band. Bobby played at the Apache Leap days. There will be some really good music to dance to.

Tickets are \$25 per person for dinner and dance. Tickets can be purchased at the door or get them early at the chamber office, 65 Main St.. For more information, please contact the Chamber at 520-689-0200.

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Miners finish big at Coolidge Invitational

By **Andrew Luberda**
San Manuel Miner

The San Manuel boys' cross-country team finished in first place at last Wednesday's Coolidge Invitational, besting Combs, Maricopa, Williams Field, Coolidge, and Canyon State Academy. The Miners and Canyon State were the only Division IV schools at the meet. All of the other schools are in Divisions II and II.

Miners' head coach Maria Lopez said she and her staff were proud of the team's performance. She added that several of her runners achieved personal records at the meet.

"Great things come from small towns," she told The Miner.

Boys and Girls medalists at the meet included Jessica Lopez (11th), Yesenia Arcienega (8th), Jared Gonzales (8th), Colton Stratton (4th), Patrick Lopez (3rd),

Andrea Castaneda (2nd), and James Duarte (1st), who posted his PR, 17:38.2.

Next up for the Miners is the sectional meet at Marana on Nov. 1.

Miners keep playoff hopes alive

By **Andrew Luberda**
San Manuel Miner

San Manuel kept its football playoff hopes alive last Friday night by defeating Baboquivari, 49 - 6. The 22nd-ranked Miners need a victory this week, and likely some help, to reach the playoffs.

A win in this Friday's regular season home finale against 10th-ranked San Tan Foothills would move the Miners up in the rankings. The top 16 teams in Division V

will reach the playoffs.

The question is whether a win against the Sabercats would be enough. Teams ranked above the Miners would also have to lose in order for them to move into the top 16.

Friday's game is also Senior Night, possibly the final time those players will play for San Manuel. A victory in their final home game could be made even more memorable if it helps clinch a playoff berth.

Friday's game is scheduled for 6 p.m.



Miner medalists are from left Colton Stratton (4th), Patrick Lopez (3rd), Andrea Castaneda (2nd), James Duarte (1st), Jessica Lopez (11th), Jared Gonzales (8th) and Yesenia Arcienega (8th).

Maria Lopez | SMHS

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- ☑ Founding member of the Boys and Girls Club of Globe
- ☑ Former Supervisor for Juvenile Probation during the summer months
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State Senate District 8



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- ☑ Salvation Army Unit Director, 25 years
- ☑ Lifelong district resident, dedicated to serving the community
- ☑ 20 years business management / business owner
- ☑ Member: Farm Bureau, NRA, Elks, Sheriff's Posse and Civil Air Patrol - Honorary Major

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Lady Miners win final home match

By Andrew Luberda
San Manuel Miner

The San Manuel girls' volleyball team won its final home match last week against San Tan Foothills, 3 – 0 (25-15, 25-14, 26-24). Senior Felicia Medina landed 11 kills and added 10 service points, while junior Angela Navarro led the team with 11 service points. Ashley Vargas led the Miners with 10 assists. The Miners closed out their season on Tuesday at Santa Cruz Valley.



Felicia Medina returning the ball.

Margaret Schofield | SMHS



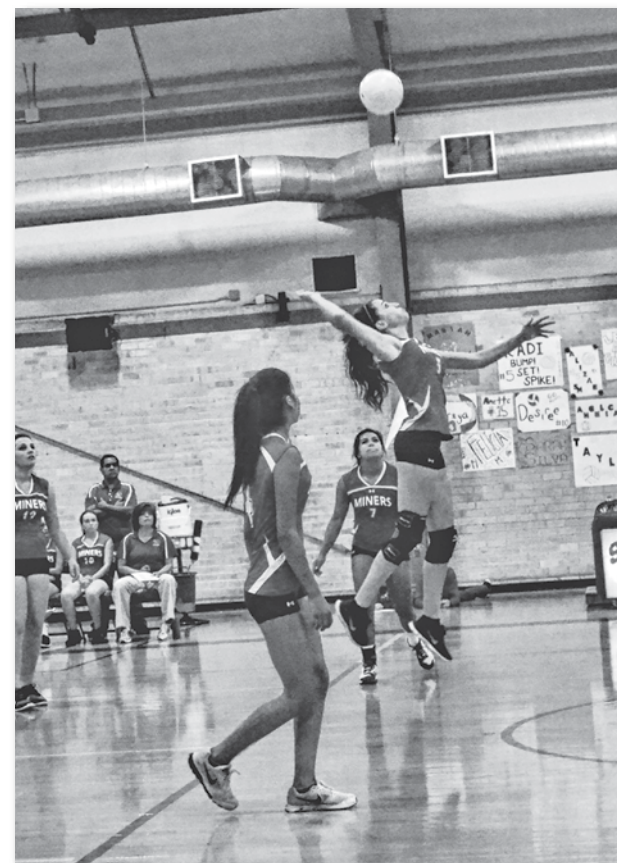
Kadi Monfred stretches for the ball.

Margaret Schofield | SMHS



Mireya Tamayo setting the ball.

Jazelle Sanchez | SMHS



Kadi Monfred spikes the ball.

Margaret Schofield | SMHS

San Manuel Miner



John Harris





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Good Luck, Miners!
Wishing you a successful season.
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San Manuel vs. San Tan Foothills

Friday, Oct. 31, Home at 6 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	SM 49, Baboquivari 6
Sept. 26	SM 52, San Carlos 0	Oct. 31	San Tan Foothills
Oct. 3	SM 27, Canyon State 26		



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Miner swimmers compete at Small School Championship Meet, Will Newman wins 500 Freestyle

Miner swimmers traveled to the Small School Championship Swim Meet held at Phoenix Country Day School in Paradise Valley on Saturday, Oct. 25. Since the Arizona Interscholastic Association reorganized swimming into two divisions in 2010, this meet has been known as the unofficial State Championship Meet for the Small Schools (schools of size 1A, 2A or 3A). Miner swimmers did well finishing with several top eight finishes at the meet. The Boys Medley Relay team of Will Newman, Taylor Woods, Colbey Stratton, and Robert

Sweeney got the ball rolling for the Miners with a sixth place finish in a very talented field. Jacob Christian improved his time in the 200 Freestyle by several seconds to secure an eighth place finish (2:10.98).

It was the Boys 200 Individual Medley that was one of the most anticipated individual races of the day. Four teams had swimmers with faster seed times than the meet record and all were within one second of each other. The Miners had Will Newman, who battled through each of the stroke and finished 0.08 seconds behind the winner to earn

the second place medal.

In high school swimming, sprinting is usually dominated by Seniors because of the additional muscle mass boys build between ages 14 and 18, but it was Sophomore Colbey Stratton who made a statement by finishing seventh in the 50 Freestyle.

Taylor Woods swam the 100 Freestyle race of his life to finish eighth place, just narrowly missing the school record.

Will Newman was the favorite in the 500 Freestyle and did not disappoint. He set a new meet record time of 5:11.90 and beat the rest of the field by over 25 yards. Robert Sweeney finished near the front of the pack for a seventh place finish.

Even though the Miners did not have anyone place in the top eight of the Breaststroke, it was noted that the meet record (1:05.47) held by Wayne Newman (set in 2012) was good enough to stand for another year.

The Miners are proud of their 400 Freestyle Relay and one of their primary goals is to improve their qualifying time to make sure they make the cut for the Division II State Championship Meet in November. Colbey Stratton swam the led off leg in school record time of 55.12 (old record of 55.15 was held by Wayne Newman) in what quickly became a three team race. Each Miner swim followed with a personal best time by Taylor Woods, Jacob Christian and Will Newman to finish in third place only a fraction of a second behind the winners. The time of 3:40.08 was



Alec Newman swims the breast stroke.

Jeanine Apuron | Sea Lions



Will Newman, left, placed second in the 200 Individual Medley, proving that size doesn't matter.

Jeanine Apuron | Sea Lions

five seconds faster than their previous best time and while there are no sure things with over 90 schools trying to qualify for 24 relay spots, Coach Alex Gort seemed confident that the time is good enough to

make the trip to Division II State.

The Miner Boys finished in sixth place overall out of the 18 teams and came home with medals in the 400 Free Relay, 200 IM and 500 Free. Coaches

were pleased with the way swimmers times are improving. "We had some huge time improvements when it mattered most, and came home with four new school records," Coach Alex Gort explained.



Coach Alec Gort with the Boys 400 Free Relay Team.

Jeanine Apuron | Sea Lions

Miner swimmers win final dual meet

Miner swimmers traveled to Coronado High School in Scottsdale to compete in the final dual meet of the season on Thursday, Oct. 23. The Miners won the meet. The Girls won by a score of San Manuel, 81, Coronado, 58, and the boys won by a score of San Manuel, 96, Coronado, 46.

The Miner Girls relay team of Theresa Sweeney, Elyssia Aguilar, Jazelle Sanchez, and Raya Woods won a close Medley Relay to get things started on a good note. Minutes later, Sweeney won the 200 Freestyle and Sanchez won the 50 Free. After the diving break, Seniors Jazelle Sanchez and Fernanda Vasquez won back to back events (100 Butterfly and 100 Free) in their final dual meet as Miners. Coronado battled back with wins in the 500 Free, 200 Free Relay, 100

Back, and 100 Breast, but in each case Miners finished second to keep earning enough points to seal the victory. A win in the final event, the 400 Free Relay (Sweeney, Woods, Mariela Canisales, Aguilar), was the icing on the cake for the Miner Girls.

The Boys Team continues to look spectacular. Miners won all 11 events, which included six races that Miners finished first and second. The relay team of Will Newman, Alec Newman, Colbey Stratton and Michael Garcia started the win streak. Will Newman set a new school record time of 1:58.52 in the 200 Free on his way to victory. Taylor Woods won the 200 IM followed by a Stratton win in the 50 Free. After the diving break, Stratton won the 100 fly, followed by a win by Garcia in the 100 Free and Will

Newman in the 500 Free. The 200 Free Relay team of Woods, Robert Sweeney, Garcia and Jacob Christian won by over 20 seconds. On very short rest, Woods came back to swim his personal best 100 Backstroke for the win. The closest race of the day was the 100 Breaststroke where Alec Newman went stroke for stroke against two competitors from Coronado. During the first three lengths of the race, the Coronado breaststrokers swam slightly faster than Newman, but his great turns allowed him to catch them at the end of each length. His final 25 yards was fast enough to make it to the finish a fraction of a second ahead of both of his opponents. As has been the case most of the season, the Miner 400 Freestyle Relay team of Stratton, Woods, Christian, and Will Newman put

the finishing touches on the meet with another win.

Coach Alex Gort was pleased with the number of personal best times that were achieved at the meet. "The hard work is paying off, Miner swimmers are looking great as we approach the big state qualifying invitational meets at the end of the season," said Gort.

The Miners have completed their dual meet portion of the schedule. For the 2014 season, the Girls finished with a 5-6 record and the Boys finished with a record of 13-1-1. Miner swimmers will be competing in the Southern Arizona Regional Qualifier Meet on Oct. 31 (2 p.m.) and Nov. 1 (9 a.m.) at Canyon Del Oro High School. Miner Swimmers will compete against approximately 20 teams from Southern Arizona.

TRI-COMMUNITY CHURCH DIRECTORY

First Baptist Church

103 W. Galiuro, Mammoth

Pastor Joe Ventimiglia
520-405-0510

Sunday Worship – 10:00 a.m.

"The Church on the Hill"

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
896-2452 • 896-2067

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

Church of Jesus Christ of Latter-day Saints

San Manuel Ward • 101 S. Giffen Ave.

Bishop Will Ramsey
520-385-4866

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

Living Word Chapel

3941 W. Hwy. 77, Oracle

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

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

Mammoth Assembly of God

MammothAG.org

201 E. Kino (& Catalina)/POB 692

Interim Pastor Jerry Morelan
520-487-2219

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

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Oracle Union Church

705 E. American Ave., Oracle

Pastor Dr. Ed Nelson
520-784-1868

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

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Pastor Ronnie Lujan
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Wednesday Mid-Week Service 7 p.m.

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Full Gospel Church of God

301 E. Webb Dr., San Manuel

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

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

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.

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QUE PASA

COMMUNITY CALENDAR

ANNOUNCEMENTS

OCTOBER

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.

07 Oracle Women's Network to Feature Clare Grochocki

The Oracle Women's Network meets the first Friday of the month at the Oracle Community Center at 8 a.m. This month's meeting will be held Nov. 7. OWN member, Clare Grochocki, will speak about her recent mission trip to Honduras. This will be a very revealing and humanistic story of someone who has not traveled into an undeveloped country before. Clare's story will warm your heart and lead you along a path not experienced by many people. She will bring Honduras and its people to our community with her story and pictures. OWN, Oracle Women's Network, invites local women to join them every month for a breakfast meeting in Oracle. For reservations or more information, please email oraclewomensnetwork@gmail.com.

08 SaddleBrooke Fall Art & Craft Fair

The SaddleBrooke Fall Art & Craft Fair will be held Saturday, Nov. 8 from 9 a.m. - 3 p.m. at the Mountain View Clubhouse and Patio. There will be 100 vendors, uniquely crafted items, food court and ample parking. Service pets only. Directions from Oracle Rd. are to follow SaddleBrooke Blvd. to Mountainview Blvd. and turn right. The clubhouse is on the left past the tennis courts.

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.

15 Garage Sale at the San Manuel Senior Center

The San Manuel Senior Center, located at the corner of Avenue A and Fifth Ave. in San Manuel, will have a garage sale on Nov. 15. Donations and volunteers are needed. To donate or to help out, please call Jan at 385-4295.

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.

SAN MANUEL SENIOR CENTER: Come to the San Manuel Senior Center for fun times. At 8 a.m. 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 p.m. 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 p.m.

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.

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.

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

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

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. There are also items available, such as breads and seasonal cases of produce and organic baskets. The next distribution date is Nov. 8. 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.

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.

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 “Contract”), 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 a cabo 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 supuesto 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. 40-360.30 y cualquier otra ley aplicable, el Concesionario deberá mantener registros de instalación de las localizaciones de todas las instalaciones en las servidumbres de paso públicas y servidumbres de servicio públicos. El Concesionario se defina como infraestructura crítica por el gobierno federal y como tal, el Pueblo acuerda que los registros de la localización o diseño de las instalaciones de gas natural son propietarias del Concesionario y no deberá emitir ni tener disponible cualesquier registros a cualquier parte de afuera sin el permiso por escrito expreso del Concesionario. Se permite el uso razonable de los registros del Concesionario internamente por el Pueblo para permisos y diseño de las instalaciones del Pueblo. A. Si el Pueblo requiere del Concesionario la re-localización de las instalaciones del Concesionario localizadas en servidumbres privadas entonces los costos y gastos relacionados con la compra de una servidumbre de paso privada y la re-localización de las instalaciones del Concesionario se pagarán por el Pueblo. B. El Pueblo reserva su derecho superior anterior de usar las servidumbres de paso públicas y propiedad del Pueblo incluyendo las áreas de superficie, para todos los propósitos, pagados con fondos públicos. Cuando el Pueblo use su derecho superior anterior de servidumbres de paso públicas o servidumbre de servicio público, u otra propiedad del Pueblo, para un proyecto gubernamental pagado con fondos del 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 devengarán 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 devengarán 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 percidos 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 Concesionario 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 acuerdan 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,

DRY HEAT

Continued from Page 4

proposition.

Proposition 304, State Legislators salaries or as I call it the laugh out loud proposition is on the ballot. The proposition proposes raising the salaries of legislators from \$24,000 a year to \$35,000. This is over a 40 percent increase. Maybe if they proposed a 40 percent increase for

minimum wage earners along with it, I could support it. After seeing the above legislation and how Arizona is being laughed at around the country this is a no brainer. Vote no! Education is an important issue in this year's election. The previous Superintendent of Public Instruction John "cry baby"

Huppenthal will be leaving office thanks to the voters in the primary. The two candidates running for the position are Diane Douglas and David Garcia. If you have read both of their resumes, the decision to vote for the most qualified and the one most likely to move education forward would be an easy one.

However many of us tend to vote along the party line and not for the best qualified person to do the job.

Diane Douglas has said that the main reason she is running for superintendent is to stop Common Core. I do not agree with

everything in Common Core but I think our education system has more issues to deal with than Common Core. Arizona ranks 48 in spending per student. The graduation rate is 75.4 percent as Huppenthal stated in 2010. Nearly one in four

students does not graduate in Arizona ranking them 43rd out of the 50 states. The dropout rate was the highest in the nation at 7.8 percent. Our legislature took money away from the education budget illegally and after receiving a court order to pay it back has elected to challenge the court's ruling. We need better funding and new ideas to move forward. David Garcia can provide the leadership.

Speaking of education, you voters in Oracle and SaddleBrooke vote yes for the Oracle Elementary School district two budget increase.

Author's Note:

I have been given the opportunity to express my opinion and viewpoints on politics, national, state, and local issues as well as life in general. I hope to inform you as well as entertain you, make you smile or make you mad. I will use humor, sarcasm and occasionally anger to express my views. My intention is to hold politicians accountable sometimes bringing some heat on them and if my views make you angry or hot, remember that like my humor, it is a dry heat. These opinions are entirely my own and do not reflect the views of Copper Area News Publishers.

SHERIFF'S REPORT

Continued from Page 3

86000 block of E. Blue Bonnet, Mammoth, and was charged with burglary, theft and two counts of trafficking in stolen property. He was transported and booked into the Pinal County Jail.

Burglary was reported in the area of E. Vieros St. and S. River Rd., Mammoth.

Violation of a court order was reported in the 1800 block of S. Cody Loop Rd., Oracle.

Burglary was reported in the 37000 block of S. Desert Sky Ln., SaddleBrooke.

An accident with injuries was reported in the area of W. Hwy. 60, Superior.

Oct. 25

An accident without injuries was reported in the area of E. American Ave. and N. Evergreen Dr., Oracle.

An accident without injuries was reported in the area of S. Mountainview Blvd. and S. Clubhouse Dr., SaddleBrooke.

Oct. 26

Anthony R. Washburn, 45, Oracle, was arrested in the 900 block of N. Robles, Oracle, and was charged with aggravated harassment. He was transported and booked into the Pinal County Jail in Florence.

Criminal damage was reported in the 35000 block of S. Hwy. 77, SaddleBrooke.

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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

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

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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

Are you a victim of domestic abuse?
Safe Journey House can help.
855-385-4970
(toll free)

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NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Real Food Lifestyle LLC L-1937208-II. The address of the known place of business is: 39131 S. Rodeo Buckle Dr. Tucson, AZ 85739 III. The name and street address of the Statutory Agent is: Kristen L. Smith, CPA 75 W. Calle de las Tendras, Ste. 103B Green Valley, AZ 85614 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Deanna Tanner 39131 S. Rodeo Buckle Dr. Tucson, AZ 85739 member
MINER Legal 10/29/14, 11/5/14, 11/12/14

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 may 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. 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 Martzoff, 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

Notice

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

Public Notice

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 Of Public Auction Sale Of Aircraft

Notice Is Hereby Given that at 10:00 a.m. M.S.T. on November 10, 2014 in the offices of Waterfall, Economidis, Caldwell, Hanshaw & Villamana, P.C. Williams Centre, Eighth Floor, 5210 East Williams Circle, Tucson, Arizona 85711, Umpqua Bank, as lien holder, will hold a public auction to offer for sale (the "Sale") the following aircraft and parts (collectively, the "Aircraft"): Collateral, Serial Number(s): Boeing 747-230, N489EV, 23393; Boeing 747-200, N487EV, 23286; General Electric CF6-50 Engines, 517736; 517636; 530286; 517342; 517642; 517963. Terms and Conditions of Sale: The Aircraft are more particularly described in the security agreements of Umpqua Bank. At the Sale, Umpqua Bank will sell to the bidder with the highest net bid or otherwise best bid, for cash except as otherwise provided herein, all of Umpqua Bank's interests in the Aircraft "As Is/Where Is" with all faults and without any express or implied representations or warranties whatsoever, including without limitation, liens, encumbrances, warranties of merchantability, quiet enjoyment or fitness for a particular purpose or as to the title, value or quality of the Aircraft. Umpqua Bank reserves the right, on or prior to the Sale, to modify, waive or amend any terms or conditions of the Sale or impose any other terms or conditions on the Sale and, if Umpqua Bank deems appropriate, to reject any bids or to adjourn, delay or terminate the Sale. The public auction will be subject to a minimum bid of \$160,000. Bids will continue to be entertained until Umpqua Bank has determined that it has received the highest net bid or otherwise best bid. Notwithstanding the requirement that the Sale of the Aircraft be for cash, Umpqua Bank will be permitted to credit bid in proportion to its lien. Information regarding the Aircraft and Sale may be obtained by contacting Brian C. Free, Hillis Clark Martin & Peterson P.S. 1221 2nd Avenue, Ste. 500, Seattle, WA 98101, tel. 206-470-7646; bcf@hcmp.com.
Publish: 10/29/14, 11/5/14

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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Public Notice

PINAL COUNTY AIR QUALITY CONTROL DISTRICT

The District hereby gives notice that it proposes to approve the following permit(s) or permit revision(s). Each list includes the following, in order, the proposed permit number, company name, company address, facility location, facility type and the air contaminants to be emitted or potentially emitted (Volatile Organic Compounds will be abbreviated as V.O.C; Hazardous Air Pollutants are abbreviated as the HAPS; Benzene, Toluene, Ethyl Benzene, and Xylene are abbreviated as BTEX); Permit No. B31163.000 Decorative Rock Sales, L.L.C. 67750 E. Copperhill Rd Oracle, AZ Facility Type- Mining Emissions- Nitrogen Oxides, Carbon Monoxide, Particulate Matter, Sulfur Dioxide, V.O.C. Permit No. S10111.000 Saddlebrooke One 64500 E. Saddlebrooke Blvd Tucson, AZ 85739 Saddlebrooke One 64500 E. Saddlebrooke Blvd Saddlebrooke, AZ Facility Type- Homeowner Association Emissions- Carbon Monoxide, Nitrogen Oxides, Particulate Matter Under A.R.S. 49-480, any person who may be adversely affected by the permit may file a written objection to the issuance of the permit and may request (in writing) a public hearing. Objections, comments or a request for a hearing are due during the public comment period, which ends upon the latter of thirty (30) days from the first publication of this notice, or close of business on the date of any hearing that may be held. Send objections/comments/requests to Pinal County Air Quality Control District, P.O. Box 987, Florence, AZ 85132 or deliver to 31 N. Pinal Street, Building F, Development Services, Florence, Arizona. The telephone number is (520) 866-6929. Any objection shall state the name and mailing address of the objector, be signed by the objector, their agent or attorney, and clearly set forth the reasons why the permit should not be issued. Grounds for objections are limited to whether the proposed permit meets the criteria for issuance prescribed in A.R.S. 49-480 or in 49-481. The permit package, all comments and objections will be available for public inspection and/or copying at the above address Monday through Friday from 8:30 a.m. to 4:30 p.m. excluding the Holidays. PINAL COUNTY AIR QUALITY CONTROL DISTRICT MICHAEL SUNDBLOM, DIRECTOR Dates Published: October 29, 2014 & November 5, 2014 End of 30-day comment Period: November 21, 2014
MINER Legal 10/29/14, 11/5/14

Public Notice

CONVOCACION DE UNA ELECCION AVISO PUBLICO DEL PUEBLO DE MAMMOTH

Por la presente se da aviso que el Pueblo de Mammoth celebrará una elección general como lo siguiente:

Elección General: 4 de noviembre de 2014

* Elección de Franquicia de Southwest Gas Corporation

Fecha Tope de Inscripción Como Votante: General – 6 de octubre de 2014

/f/Patsy Large, Secretaria 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 OTORGACION DE UNA FRANQUICIA DE GAS ES DE BENEFICIO PARA EL PUEBLO DE MAMMOTH; QUE ORDENA QUE UNA ELECCION SE CELEBRE EL 4 DE NOVIEMBRE DE 2014, QUE EN DICHA ELECCION SE LES PRESENTARÁ A LOS VOTANTES DE DICHO PUEBLO LA CUESTION 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 efectores 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.

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

Documento de Prueba A - Lenguaje de la Boleta de la Elección de Franquicia del 4 de 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 10/1/14, 10/8/14, 10/15/14, 10/22/14, 10/29/14

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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 minutes, 23 seconds 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**

(520) 385-2266

Write your own word ad

1. Choose Your Classified Section

Using the index choose the section that best fits your ad

2. Write your ad

Minimum word is 15 words for \$4.20. Every word there after is 28¢.

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



4. Add up total cost

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.

	\$4.20	For the first 15 words. Minimum charge
+ (_____ 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
=	_____	Total cost of ad

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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10. Business Services

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 FIX IT!
 USE IT!
 RICK'S ANTIQUES
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10. Business Services

Soulè Homes

1715 E. American Ave., Oracle
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 or 896-9091 office/fax.

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

The Oracle School District #2 is now accepting applications for the following positions:

2 (two) part-time Special Education (SPED) Paraprofessional positions for the Mountain Vista Pre-K Prep Program

This person must have:

- A love for children.
- Integrity, intelligence, an adaptable nature, and a willingness to learn.
- The ability to develop excellent rapport with students and adults on all levels.
- The ability to team with other existing staff.

Qualifications include but not limited to:

- High school graduate
- 2 years post secondary education or Associates Degree or completion of the Paraprofessional proficiency test.
- Computer literacy
- Ability to work with children and adults
- Ability to work under pressure
- Dependability

The applicant must also have all necessary certification, fingerprint clearance card, CPR and First Aid training, TB test completion, transcripts (copies will suffice for purpose of application), resume, and a minimum of three references with current contact information (both telephone number(s) and address). Written references are also acceptable, but will need the phone number of the reference.

The Oracle School District # 2 emphasizes academic excellence, high expectations and excellent customer service. The Oracle Elementary School District #2 is an equal opportunity employer.

Applications are available on line at www.osd2.org or at the District Office located off Mt. Lemmon Hwy., 725 N. Carpenter Drive, Oracle, AZ 85623. For more information on positions call 520-896-3071 or email tparkhurst@osd2.org.

21. Drivers

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

44. Yard Sales

SMSS will sell the contents of Unit 8C in consideration of back rent on 10/30/14 @ 8am. Sales subject to cancellation.

LARGE CARPORT SALE

**Lots of Household Goods.
 401 San Carlos
 Friday @ 8 a.m. until ?**

45. Misc.

DISH TV Retailer. Starting at \$19.99/month (for 12 mos.) & High Speed Internet starting at \$14.95/month (where available.) SAVE! Ask About SAME DAY Installation! CALL Now! 1-800-318-1693. (AzCAN)

20. Help Wanted

(520) 385-2266

CLASSIFIED



50. Mobile Homes

Rancho San Manuel
Mobile Home & RV Park

**402 San Carlos St.
San Manuel, AZ 85631**

For more information, please see the
Park Manager or call 520-385-4007.

FOR RENT

Address	
612 Encina (3bd,2ba)	\$300
623 Encina (1bd)	\$500
604 Manzanita (3bd,2ba)	\$400
505 San Carlos (3bd,2ba)	\$475
512 Ladera (2bd,2ba)	\$400
504 Vista Sierra (2bd,2ba)	\$550
416 San Carlos (2bd,2ba)	\$300
606 Encina (2bd,2ba)	\$300

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67. Notices



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Wreaths**

Oct. 31 in Hayden

**Nov. 1 & 2 in
Mammoth**

**Last trip to
buy corn!**

68. Adoptions

ADOPTION: Pregnant? Happily married couple wishes to adopt a beautiful baby to fill our hearts & provide wonderful opportunities. Expenses paid. Alexis & Rob 310-499-8330. (AzCAN)

ADOPT: At-Home mom & devoted dad promise your baby a lifetime of love & security. Expenses paid. Susan & David. 1-800-943-7780. www.SusanDavidAdopt.com. (AzCAN)

Call 520-385-2266
to place your ad.

80. Rentals

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LODGE
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APARTMENTS**

San Manuel: 1 bedroom
apartment with washer,
dryer, stove, refrigerator
& A/C. \$425/month.
Covered Patio. Garbage
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One year lease.
Very clean.
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80. Rentals

In Mammoth, 2 bdrm, Central AC,
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Fenced Yard. Deposit Required.
Owner/Agent 520-487-9211.

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Check Here

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

More homes coming up.

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520-385-4627

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Clean, Well Maintained Homes

ORACLE

•1280 N. Rancho Robles \$725

Spacious MH w/AZ Room, 2 large
storage rooms, w/d hookup, utility sink,
large fenced yard

SAN MANUEL

•1013 W. 2nd Avenue \$600

Wood floors, fenced yard, washer/
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Call Diane Estrada
at (520) 419-6888

Professional Property Management
with tenant
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& credit reports.



80. Rentals

FOR RENT

HOMES: Two & Three Bedroom
with Carpet, Stove, Refrigerator
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classifiedarizona.com. (AzCAN)

20. Help Wanted

20. Help Wanted

The *Miner* has an
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Details below:



The San Manuel Miner
is seeking carriers
for various routes
in
San Manuel and Oracle.
Contact the Miner office
between 2 & 4 p.m. on
Tuesdays & Thursdays.
Or call 480-620-5401.
Ask for James.

FOR RENT
IN ORACLE

1 RV space.
Includes electric,
water and garbage
pick-up. \$375/mo

Call 520-909-4700

**THANK YOU
for your business.**

Homes for Sale

315 Alta Vista 2 bdrm remodeled,
new paint in and out, new
appliances. Must see. \$48,900
113 W 4th Ave. 2 bdrm home needs
help. All tile floor throughout. Owner
wants offer! \$24,000

20 S. Ave A Reduced. Great home on
cul-de-sac. Backs the desert. Make
offer. \$59,900

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

Homes for Rent

142 5th Ave. Nice 2 bdrm. \$450

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

203 McNab \$500 inc. sewer 2 bdrm
917 1st A [RENTED] nice \$650

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

1017 2nd [RENTED] ba \$650

104 Ave A 3 bdrm 1 ba
\$500 sewer included

Josephine Buttery, Broker
Cell - 520-850-2931

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APARTMENTS

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SECLUDED 39 ACRE RANCH, \$193 Month. Secluded, quiet 6,100' northern AZ ranch. Mature evergreen trees/ meadowland blend. Sweeping ridge top mountain/valley views. Borders 640 acres of Federal wilderness. Free well access, camping and RV ok. \$19,900, \$1,990 dn, guaranteed financing. Pics, maps, weather, area info 1st United 800-966-6690 arizonaland.com. (AzCAN)

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Got a house to rent?

Use the classified!

Get it sold or rented fast.

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Include a picture for faster results.



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- 2.5 AC. Great Views. Home or MH. Water & Elec. Good Terms. \$19,900
- 1.25 oak covered acres with 2 bedroom MH Horses OK. \$53,900. Good Terms.

Park Link Area

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



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

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- BONNIE BUSHEY, 487-9211
- THERESA TROOP, 400-8292
- DIANE ESTRADA, 419-6888
- GREG CURTIS, 241-0712
- ROBIN SUPALLA, 256-1036
- TRICIA HAWKINS, 520-400-1897



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

100. Real Estate

100. Real Estate

Oracle Listings - Homes

- 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
- 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. \$219,900
- 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. \$297,500.
- 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. \$145,000
- 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

- Best views in Oracle! Come check out this 2.5 ac parcel nestled in very desirable custom home area. \$55,000.
- 4 lots, custom home area, submit offers. 2 at \$32,000, \$45,000 or \$75,000.
- Beautiful views from this lot in Oracle, utilities at lot line, Perc test done. \$69,995.
- Hard to find, 13 acre parcel with amazing views bordering National Forest, water and electric at the property line with several great home sites to choose from. \$134,500. Owner will finance with 30% down.
- 1 ac. in homes only area with fantastic views & natural features. \$40,000

- 2.5 ac horse property with great views, site-built or MH. \$45,000. NOW \$24,000
- .69 ac. unique property among custom built homes, \$49,900.
- Views, large boulders, oaks, electric, water to lot line. 1.14 ac. \$59,900
- Motivated Sellers! Priced below market, incredible views, 1.5 ac. Custom home area. \$39,900
- Horse Property! Build your home or put a manufactured home on this great 3.34 ac parcel. \$99,000
- 1.25 to 10 ac., buy part or whole, has excellent well, borders State land, no financing necessary, owner will carry. \$32,000 - \$125,000.

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

- Secluded area with great views, being sold as is for value of 1.3 acres. \$39,000.
- 2 large buildings, 6,400 sq. ft., living quarters, office space, bathrooms, enclosed patios. \$75,000
- 3-lots to choose from. Hill top views shared well, horse property, leveled off areas for home sites. Two lots \$50,000 each & one lot \$70,000.
- 1 acre parcel with single wide mobile in Catalina. \$65,000.
- 5 ac, views of Galuro Mountains desert vegetation, homes or mobiles, horse property, can be split. \$35,000.

- Privacy, great views, remodeled home with newer roof, skylights, oak kitchen cabinets, front porch, deck above carport. \$85,000.
- 2 parcels on the east side of the San Pedro River near Sacaton. 2 - 40 ac. parcel for \$120,000.
- Just under 44 acres for your own little ranch, hilltop location south of Mammoth. \$299,000.
- 9.88 ac. with lots of mature Mesquite trees, 1/2 interest in well, septic installed. \$48,000.
- 20 ac. of flat usable land on Florence Highway, 2 wells, completely fenced. \$189,900.

Amy Whatton Realty

PHONE: 928-812-2816
Email: AMY41@Q.COM

Helping families find their dream homes since 1986.

- 221 Main St. 3 bedroom, 1 3/4 bath on large corner lot. Spacious rooms, laundry room, all appliances, new ceramic flooring, block wall, garage and much more. \$95,000
- 624 5th Ave. 3 bedroom, 1 bath, needs a little TLC. Oak cabinets, ceramic tile & carpet flooring. Nice yards. \$31,900
- 304 Avenue B 3 bedroom, 1 bath w/garage. Fenced yard. Includes appliances. Must see to appreciate the view! \$63,000
- 314 McNab Pkwy. 2 bedroom, 1 bath. Updated kitchen, all appliances and A/C. \$65,000
- 303 4th St. 3 bedroom, 1 bath. Refinished kitchen, new counters and refrigerator. Chain link fence. Great mountain views. \$86,000
- 219 Avenue B 3 bedroom, 1 bath. All new kitchen with appliances, flooring, upgraded bathroom, new A/C & furnace. Laundry room. \$74,500
- 202 Douglas Ave. 3 bedroom, 1 3/4 bath. Beautiful home with tile roof on corner lot. Block wall, patio. Family room w/ breakfast bar. New bathrooms. A/C, appliances & much more! \$414,900 Reduced \$92,500
- 615 Webb Dr. 3 bedroom, 1 bath. Enlarged living room with fireplace. Remodeled kitchen and bath. Beautiful lush green yards. Extra storage. Block wall and much more! \$89,900
- 116 Douglas 3 bedroom, 1 3/4 bath on large corner lot. Add'l family room w/ dual fireplaces, 2 car garage, all appliances. Must see! \$90,000
- 237 Avenue B 2 bedroom, 1 bath. New metal roof, carpet & vinyl flooring. Great view. \$32,900

Amy Whatton Broker
(928) 812-2816
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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, new water heater & cooling unit just replaced. \$64,900
- 104 Ave B
- 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

Open Monday-Friday
9 a.m. to 5 p.m.
and Saturday 10 a.m. to 2 p.m.
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San Manuel church to have Trunk or Treat Friday

San Manuel - The First Baptist Church of San Manuel, at the corner of 1st and Nichols, will be giving away trunks of candy on Halloween night.

The event is in the church parking lot and will begin at dark. Candy distributors will remain at least until 8 p.m. If kids keep coming, they will be there at least until

they are out of candy.

"Our desire is to be a blessing to the families of our community," said Pastor Kevin Duncan.

You may access the parking lot on foot from 1st Avenue, or by car to the south on Nichols. There will be a designated parking area.



VETERANS DAY
HONORING ALL WHO SERVE AND
HAVE SERVED

HONOR ★ COURAGE ★ SACRIFICE

Please join the Central Arizona College family in
honoring those who protect and serve:

★ Tuesday, Nov. 4 | 5 p.m. ★
Aravaipa Campus
D Building

For more information contact : veterans@centralaz.edu or 520-494-5402

Tri-Community Halloween parade set for Friday in 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. So get ready to get your scariest, funniest, most original or cutest costumes ready to wow!

Support YOUR Oracle School District



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are
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