

PUBLIC NOTICE

SPECIAL RECALL ELECTION FOR COUNCILMEMBERS

WHEN: March 6, 2013

POLLING PLACE: Multi-Purpose Bldg.

POLLS OPEN: 8:00 a.m. - 5:00 p.m.

TRIBAL MEMBERS SHALL VOTE TO DE-CIDE WHETHER TO RECALL HUALAPAI TRIBAL COUNCIL-MEMBERS, CANDIDA HUNTER AND HUALAPAI TRIBAL COUNCILMEMBER CHARLES VAUGHN, SR.

A "Yes" vote - To remove Council Members, Candida Hunter and Charles Vaughn, Sr., on Tribal Council.

A "No" vote - To keep Council Members, Candida Hunter and Charles Vaughn, Sr., on Tribal Council.

ABSENTEE VOTING WILL BE PERMITTED

Posted: February 4, 2013

GAMYU

Newsletter of the Hualapai Tribe

The Great Spirit created blan and Woman in his own image. In doing so, both were created as equals. Both dopending on each other in order to survive. Great respect was shown for each other; in doing so, happiness and contentment was achieved then, as it should be now.

The connecting of the Hair makes them one person; for happiness or contentment cannot be achieved without each other.

The Canyons are represented by the purples in the middle ground, where the people were created. These canyons are Secred, and should be so treated at all times.

The Reservation is pictured to represent the land that is ours, treat it well.



The Reservation is our heritage and the heritage of our children yet unborn. Be good to our land and it will continue to be good to us.

The Sun is the symbol of life, without it nothing is possible — plants don't grow—there will be no life — nothing. The Sun also represents the down of the Sinalayai people. Through hard work, determination and education, overything is possible and we are assured bigger and brighter days ahead.

The Tracks in the middle represent the coyote and other animals which were here before us.

The Green around the symbol are pine trees, representing our name Huainpai - PEOPLE OF THE TALL PINES -

HUALAPAI TRIBE OFFICE OF THE CHAIRPERSON

Sherry J. Counts Chairwoman

P.O. Box 179 • Peach Springs, Arizona 86434 • (928) 769-2216 1-888-769-2221 Philbert Watahomigie, Sr. Vice Chairman

Feb. 25, 2013

Members of the Hualapai Tribe:

We learned today about a petition seeking the termination of law firm Gallagher & Kennedy, which represents the Hualapai Tribe in the ongoing Grand Canyon Skywalk dispute. This petition is short-sighted and puts the Tribe in a highly precarious position, and we encourage the organizers to immediately withdraw it. We need to remember a few important facts about the Tribe's relationship with this law firm.

The Hualapai Tribe has a number of ongoing legal matters that the Gallagher & Kennedy attorneys are managing. Those cases include Sa' Nyu Wa's appeal in the 9th Circuit Court of Appeals to overturn a federal court order awarding \$28.5 million to developer David Jin. The law firm is also handling critical Skywalk-related matters in federal and Tribal courts on behalf of Sa' Nyu Wa. In addition, Gallagher & Kennedy has argued that the Hualapai Tribal Court has jurisdiction over the eminent domain matter – an argument that has twice been upheld in federal court. Changing course at this point and bringing new attorneys up to speed would be detrimental to these cases and give Mr. Jin a significant legal advantage over the Tribe.

Mr. Jin employs an army of high-powered lawyers from three different states, including former U.S. Attorney Troy Eid. His lawyers have repeatedly targeted and insulted the Hualapai people, and they clearly have no intention of stopping these attacks in the near future. By retaining Gallagher & Kennedy, the Tribe has the opportunity to work with respected former U.S. Attorney Paul Charlton, who plays a significant role in protecting the Tribe's legal and financial interests. Mr. Charlton and the legal team are our strongest advocates in court, and we cannot undermine the stability of these important cases.

The Tribal Council remains eager to resolve the dispute with Mr. Jin and move forward. Until that time, we must have effective legal representation and allow Gallagher & Kennedy to work with the Tribe. We urge the organizers to withdraw this petition from circulation. If they refuse, we ask Hualapai tribal members not to sign it.

Please let us know if you have any questions or feedback.

Sincerely,

Thairworpan Cherry J. Counts and the Hualapai Tribal Council

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Hwal'bay Ba:j Enterprises, Inc.
Board of Directors
Vacancy Announcement (1)
Posted February 27, 2013

The Hualapai Tribe is seeking qualified candidates for the Hwal'bay Ba:j Enterprises, Inc. ("HBBE") and Sa'Nyu Wa, Inc ("SNW") Board of Directors. HBBE, doing business as Grand Canyon Resort Corporation, operates Grand Canyon West, Hualapai Lodge and River Runners. Candidates will be interviewed and selected by the Hualapai Tribal Council.

Qualifications – knowledge of hospitality and tourism operations, finance, law, marketing and/or business development. Board members are compensated for reasonable expenses to attend monthly meetings in Peach Springs, Arizona and are paid a nominal board fee. Board meets monthly. Committee work will also be expected.

Send a letter of interest and resume to:

Grand Canyon Resort Corporation Attn: Chairwoman Sherry J. Counts P. O. Box 179 Peach Springs, AZ 86434

Fax No.: (928) 769-2343

All applicants will be required to undergo a thorough background investigation. All applications must be received by March 27, 2013.

Issue #05 Page 3

Hualapai Tribal Youth Council

February 2013

Elders Valentine Dinner & Dance

The Hualapai Elders Valentine Dinner and Dance has been an event the Youth Council sponsors for our elders. The event was held on Monday February 18th.

Over two hundred invitations went out to our Elders living in Peach Springs and outside of Peach Springs. There were fifty-five elders who responded, came out ate and danced into the evening.

Elders participated in a dance contest with female winner Vivian Duwyenie and male winner Claude Tapija. Best dressed contest winner, Ace Romo, best female Vivian Parker. Door prizes



Elders showing us their best moves!

were given throughout the evening., winners were Viola Gala, Phoebe Tapija and Nona Majenty.

There was also recognition of long time sweet hearts Mr. and Mrs. Grant and Phoebe Tapija who have been together for over sixty years.

The night was full of laughter, food, dancing and good old times ... like how they used to put it down at the CAP! The Youth Council would like to thank Buck-N-Doe 4H for catering, and DJ Dempsey for providing music for the event.



The feast at the dinner and dance.

UNITY Mid Year Conference in Arlington, VA

United National Indian Tribal Youth, Inc., held the mid year conference in Arlington, VA in February. The Hualapai Tribal Council in 2008 passed tribal council resolution 79-2008 affiliating the Youth Council with the UNITY network. Which provides leadership training and opportunities for tribal youth councils from across the country to network and learn from each other. One of the activities that happens at mid year is for the youth council representatives to plan the UNITY Annual Conference which will be this July in Los Angeles, California. Attending and representing the Youth Council were President, Carmella Fuentes and Vice President, Christina Watahomigie



This what our President has to share out her experience at UNITY Mid Year ...

Hualapai Tribal Youth Council

February 2013

Gumyu,

I am Carmella Fuentes, your President of the Hualapai Tribal Youth Council. This current month of February, Youth Council traveled to Arlington, Virginia for a UNITY's Mid Year Conference, United National Indian Tribal Youth Incorporation.

My experience with the trip UNITY was very educational, fun, and exciting. I have got the chance to meet other Native Americans from different places of the country. And in meeting these new people we talk about real life situations, stuff that's happening with each of our own tribes. And it's very interesting to me, because getting the chance to talk to a person who is the same age as me, who is Native American, who understands the political view of their tribe, and who is an active member, and that person is from Massachusetts-it's really amazing! Not everyday do you meet people like that. Also at UNITY, I got to ex-



Carmella Fuentes Youth Council President

plore all the different UNITY committees that are available to native youth. One specific committee that I was really interested in is called the "Coat of Honor"-basically rules and regulations that each member in a Youth Council is suppose to abide by.

Overall, the UNITY trip and conference was very informative and I can't wait till the Annual UNITY Conference in Los Angeles this July! From this, I hope our Youth can build more interest in our own Youth Council. Well, until next time . . . Hankyu!



Carmella & Christina giving a Youth Council report at UNITY.

During the Mid Year conference President Fuentes and Vice President Watahomigie gave report of Youth Council activities before the Mid Year assembly which were youth representatives from other Tribal Youth Councils across the county and the executive committee.

Inter Tribal Youth Council of Arizona Planning Committee

In February President Fuentes and Member Simeon Alvirez attended the ITYCA meeting hosted by the Fort McDowell Yavapai Youth Council. From the last meeting in January significant progess was made in drafting the bylaws which as facilitated by Mr. Joseph Flies-Away. At the meeting the draft was reviewed and next steps for the meeting were proposed. ITYCA has several ideas, such has hosting a conference for tribes who would like to start a Youth Council. It's awesome to see Arizona's Youth Councils work together!

Buck-N-Doe 4-H Club News

February 2013

We had our 2nd meeting this year on 2/10/13 and at that time new club officers were elected by the members. Our 2013 Club Officers are Trey Honga, President; Cordel Benson, Vice-President; Norasia Fielding, Secretary and Teri Lewis, Treasurer. Our members also voted to have our meeting on Sundays, so here is our meeting and Bingo/Food Sale schedule (Multipurpose Building for all events) for this year:

4-H Meetings (SUNDAY's)

March 10, 2013 April 14, 2013 May 12, 2013 June 9, 2013 July 14, 2013 August 11, 2013 September 8, 2013 All meetings held 3p-5pm

BINGO/FOOD SALES (TUESDAY's)

March 12, 2013
April 9, 2013
May 14, 2013
June 11, 2013
July 9, 2013
August 13, 2013
September 5, 2013 (Thursday)
All Bingo/Food sales held 6pm-10pm

We have over 30 members currently enrolled this year and if you have a child 5-19 years old interested in 4-H you can still enroll on-line (computer enrollments only this year) at http://az.4honline.com as a family, then member will be able to choose projects listed for Buck-N-Doe in the drop down menu. In addition, to the online application, I will collect the signature forms and \$15 member fee at our next meeting.

We currently have four members enrolled in the Beef Project and Official Weigh-In was completed on 2/2/13 at the Mohave Country Fairgrounds. Also, Livestock project members can participate in the livestock classes provided by Natural Resources every Friday morning 10am-11am at the Natural Resources building beginning 2/22/13 through September. Hands-on showmanship practices will begin as soon as members purchase their animals. Livestock projects/members enrolled this year should include market beef/4, market sheep/6, market swine/9 and market goat/3. Other projects include photography, arts/crafts, gardening, food preservation, breads, sewing and Clover Buds.

If you need help enrolling on-line, you can get assistance from the Peach Springs Extension Office staff or the Kingman 4-H extension office staff anytime during the week, Monday through Fridays, 8a-5pm. Any questions, please contact Rosemary Sullivan, Key Leader @ 769-2909 or 727-1286; Teola Lewis, Co-Key Leader @ 769-1909 or Elizabeth Alden, Peach Springs Extension Agent @ 769-1284.

Elderly Valentine's Day Sale

I would like to say we did great. We made \$353.50 at the Valentine's Bazaar on Feb. 14, 2013 at the gym. I would like to thank those who donated goods for the sale. They were Lisa Gala, Josie Steele, Jolene Marshall, Josie Powskey, Brenda Martin, Nona Majenty, Lana Clarke, Hubert Imus & Barbara Tinhorn. I would like to thank those who gave time to make the goods or sell the goods. Millie Grover, Alfreida S., Alvera Cooney?, Josie Steele and Barbara Tinhorn.

Upcoming sales from the Elderly Program:

Easter Sale/Bake Sale March 27th Mother's Day Father's Day

Barbara Tinhorn

2013 Hualapai FOOD HANDLER TRAINING

Hualapai Heath & Wellness Center Large conference room

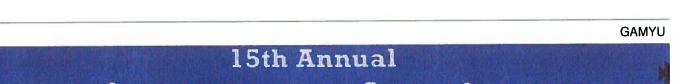
MONTH	DATE	TIME	INSTRUCTOR
January	Jan 24	10:00 AM - 12:00 PM	Isaac
April	Apr 18	10:00 AM - 12:00 PM	Isaac
June	Jun 20	10:00 AM - 12:00 PM	Isaac
August	Aug 15	10:00 AM - 12:00 PM	Isaac
Oct	Oct 24	10:00 AM - 12:00 PM	Isaac



Hualapai Tribal Forestry By: Charles A. Murphy



Tribal Forestry has condemned a number of chainsaws that are no longer worth repairing. The saws may still have some good parts, however, local members are welcome to view the saws at the Hualapai Tribal Office and take one if they wish at no charge. I am only giving one per person on a first come first serve basis at this time.



Gathering of the Pai Festival

"Ba:ja thadap'k yuj yi, Gwe wasi:vj sithi Five Tribes, One Culture, One People"

March 8, 9, 10, 2013



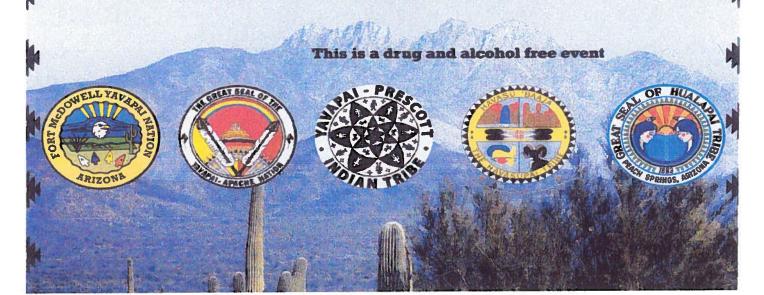
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Hosted by the Fort McDowell Yavapai Nation

Fort McDowell Yavapai Ceremonial Grounds
Fort McDowell, Arizona

Cultural Performance, Native foods, Traditional Games,
Tribal Dwellings Display, Demonstrations of Authentic
Arts & Craftsfrom Pai Tribes, Special Naming Ceremony
for Ms. Pai 2013-14

For More Information Contact:
Gerald Doka FMYN Events/Tourism Manager
O) 480-789-7162 C) 602-317-8631 F) 480-789-7038
gdoka@ftmcdowell.org



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ATTENTION!!!!

- Community members who speak the language
- Community members who know the culture and traditions

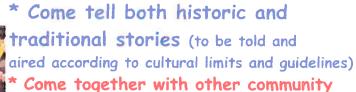


PEACH SPRINGS YOUTH RADIO

 The radio station offers several ways you can share your knowledge with your community and earn money...

* Come speak the language for a Hualapai "word and phrase of the day" educational campaign

* Come share songs and music (to be played and aired according to cultural limits and guidelines)



members and engage in conversation in the language, so community members may listen and learn

* Come play a role in a serial radio drama and consult regarding cultural and language

*Come earn up to \$20.00 hourly and have some fun doing it!



* Come record public service announcements spoken in both English and Hualapai languages to help





For more information contact Terri or Tim at 769-1110. Or stop by the station next to Healthy Heart! (We can come to you too!)

EPCH Internet Radio PROGRAM SCHEDULE

6:00AM	General Variety Music	General Variety Music(GVM)	General Variety Music(GVM)	General Variety Music(GVM)	General Variety Music(GVM)	GVM
7:00AM	GVM	GVM	GVM	GVM	GVM	GVM
8:00AM	Hualapai Welcome	Hualapai Welcome	Hualapai Welcome GVM	Hualapai Welcome GVM	Hualapai Welcome GVM	GVM
MACO.P	GVM	GVM	GVM	GVM	GVM	GVM
10:00AM	local news / weather	local news /weather	local news/weather	local news /weather	local news /weather	GVM
	GVM	GVM	GVM	GVM	GVM	
11:00AM	GVM	GVM	GVM	GVM	GVM	GVM
	11:55-NV1-NNN	11:55-NV1-NNN	11:5-5NV1-NNN	11:55-NV1-NNN	11:55-NV1-NNN	
12:00PM	Native Noon Hour-	Native Noon Hour- "Me	Native Noon Hour-"Me	Native Noon Hour-"Me	Native Noon Hour-	GVM
	"Me Ev Nya"	Ev Nya"	Ev Nya"	Ev Nya"	"Me Ev Nya"	
1:00PM	NV1 or local programs	NV1 or local programs	NV1 or local programs	NV1 or local programs	NV1 or local programs	GVM
1:30PM	Country	Hip,Hop-R&B	Country	Hip,Hop-R&B	Oldies	
2:00PM	Country	Hip,Hop-R&B	FACE OFF-Sports Country	Hip,Hop-R&B	Oldies	GVM
3:00PM	Country	Hip,Hop-R&B	Country	Hip,Hop-R&B	ROCK	Country
4:00PM	Rock 4:55-news/weather	Rock 4:55-news/weather	Rock 4:55-news/weather	Rock 4:55- news/weather	Rock 4:55-news/weather	Country
5:00PM	Country	Country KID/TEEN Hour	Country	Country KID/ TEEN Hour	Rock	Country
6.00PM	GVM	GVM	GVM	GVM	GVM	Country
7:00PM	GVM	GVM	GVM	Reggae	Нір, Нор-R&В	HH,R&B
8:00PM	GVM	GVM	GVM	Reggae	Нір,Нор-R&В	HH,R&B
9:00PM	GVM	GVM	GVM	Reggae	Нір,Нор-R&В	HH,R&B
10:00PM	GVM	GVM	GVM	Reggae	Hip,Hop-R&B	HH,R&B
11:00PM	GVM	GVM	GVM	Reggae	Hip,Hop-R&B	HH,R&B
12.0044	CVA	GVM	GVM	GVM	GVM	GVM
12:00AM to 6:00am	GVM	GVM	GVM	GVX	GVW	G
					Revised 02/25/2013 TH	

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February 15, 2013

30 DAY PUBLIC REVIEW & COMMENT

The Hualapai Tribal Council is requesting public review and comments on the draft Hualapai Indian Tribe's Minor's Trust for 30 days, effective February 15, 2013 through March 29, 2013.

Please get your comments into Wanda Easter at the Hualapai Tribal Administration Office by March 29, 2013.

Philbert Watahomigie, Sr.

Vice Chairman

Summary of Certain Articles of Hualapai Indian Tribe's Minors' Interest

ARTICLE II -- TRUST CREATION, PURPOSE, AND OWNERSHIP

- This Article describes the creation of the trust as a "Grantor trust" under the Internal Revenue Code, which is important for tax purposes.
- Section 2.3 clarifies that the Tribe, and not the beneficiaries, own the principal of the trust.

ARTICLE III -- CONTRIBUTION AND ELIGIBILITY

- Section 3.1 describes the source of the contribution (that is, the portion of the settlement that has been set aside for the minors). The Tribal Council will adopt, by separate resolution, an allocation plan which will describe in further detail how the contributions will be disbursed to the beneficiaries. (Basically, the plan simply will say that each minor is allocated an equal per-capita amount of the settlement payment.)
- Section 3.2 further details establishing and maintaining eligibility of a beneficiary.

ARTICLE IV -- STATUS OF TRUST FUND

- Article 4 deals with the mechanics of the trust.
- Specifically, it establishes the following:
 - o The trust fund is the sole property of the Tribe (Again, this is important for tax reasons).
 - o A beneficiary's interest is not subject to the claims of a creditor and may not be pledged/attached upon.
 - o The Trustee shall determine the trust investments.
 - o How earnings/losses should be credited.
- This Article also establishes certain duties of the Trustee including the establishment of a bookkeeping account and reporting requirements.
- Finally, this section discusses the limitation on liability of the Tribe—specifically, the Tribe's
 obligation to pay a beneficiary is limited to the account balance for that beneficiary.

ARTICLE V -- DISTRIBUTIONS TO TRUST BENEFICIARIES

- This Article deals with the payments/distributions to beneficiary.
- Specifically, under 5.1(b), once a minor attains the age of 18, the account balance shall be distributed.

ARTICLE VI -- DISTRIBUTIONS WHEN TRIBE IS INSOLVENT

- The trust is subject to the claims of general creditors of the Tribe.
- This section describes the effect of insolvency on the distributions to the beneficiaries.

ARTICLES X -XII - TRUSTEE

- These Articles deal with the Trustee and any successor trustee
- Article X deals with the appointment and specific powers/responsibilities of the Trustee and the Tribe's indemnification of the Trustee.
- Article XI deals with the resignation and removal of a Trustee and transfer to a successor Trustee.
- Article XII addresses the appointment of a successor Trustee.

ARTICLE XIII -- IRREVOCABILITY, AMENDMENT OR TERMINATION

- Once formed, the trust is irrevocable. However, the trust agreement may be amended pursuant to the terms of this Article.
- The Trust only terminates once the beneficiaries are no longer entitled to receive benefits pursuant to the trust agreement.

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ARTICLE I DEFINITIONS

Whenever used in this Trust Agreement, the following words and phrases shall have the meanings set forth below, unless the context plainly requires a different meaning. When the defined meaning is intended, the term is capitalized. Except as otherwise indicated by context, terms used in the singular may also include the plural, and terms used in the plural may also include the singular.

- Section 1.1 Account. "Account" means the separate bookkeeping account established under the Trust pursuant to Section 4.5 on the behalf of each Beneficiary to hold his or her share of the Trust Fund.
- Section 1.2 Beneficiary. "Beneficiary" means a member of the Tribe for whom an Account under Section 4.5 has been established.
- Section 1.3 Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and in effect there under.
- Section 1.4 Contribution. "Contribution" means the portion of the settlement payments received by the Tribe in connection with the lawsuit denominated *The Hualapai Tribe* v. Kenneth L. Salazar, et al., filed in the United States District Court for the District of Columbia on December 28, 2006, Case Number 06cv02239 that are contributed to the Trust under Section 3.1.
- Section 1.5 Effective Date. "Effective Date" means the effective date of the Tribal Council resolution adopting this Trust Agreement.
- Section 1.6 Eligible Member. "Eligible Member" means an individual (i) who is duly enrolled in the Tribe as of the Effective Date, (ii) who is neither in arrears on any personal loans made by the Tribe nor the obligor of any past due outstanding debt to the Tribe, and (iii) who has not yet attained age 18.
- Section 1.7 Insolvency/Insolvent. "Insolvency" or "Insolvent" means the Tribe is unable to pay its debts as they become due or the Tribe is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.
- Section 1.8 Investment Policy. "Investment Policy" means the policy adopted by the Tribe to provide guidance on and the minimum performance standards of the investment vehicles in which the Trust Fund may be invested.
- Section 1.9 Tribal Council. "Tribal Council" means the Hualapai Tribal Council. With respect to the Tribe's duties and powers set forth in this Trust Agreement, the Tribal Council has the authority to act on behalf of the Tribe.
 - Section 1.10 Tribal Court. "Tribal Court" means the judicial branch of the Tribe.

- Section 1.11 Tribe. "Tribe" means the Tribe of the Hualapai Indian Reservation, Arizona.
- Section 1.12 Trust. "Trust" means the Hualapai Indian Tribe's Minors' Trust, established under this Trust Agreement.
- Section 1.13 Trust Agreement. "Trust Agreement" means Hualapai Indian Tribe's Minors' Trust Adopted Pursuant to Resolution No. ______, effective on ______, 2013, and as may hereafter be amended from time to time.
- Section 1.14 Trust Fund. "Trust Fund" means the Contribution made to the Trust as principal and the earnings or losses thereon, until such amounts are distributed under Article V.
- Section 1.15 Trustee. "Trustee" means the trustee or trustees qualified and acting from time to time.

ARTICLE II TRUST CREATION, PURPOSE, AND OWNERSHIP

- Section 2.1 Creation; Purpose. The Tribe hereby creates and establishes the Trust. The purpose of the Trust is to hold and invest the Contribution on behalf of the Eligible Members.
- Section 2.2 Grantor Trust. The Trust is intended to be an irrevocable grantor trust, of which the Tribe is the grantor, within the meaning of Sections 671 through 679 of the Code, and shall be construed accordingly.
- Section 2.3 Tribe as Owner; Right of Beneficiaries and Creditors of the Tribe. The Tribe shall be the owner of the principal of the Trust and any earnings or losses thereon. The Trust Fund shall be held separate and apart from other funds of the Tribe and shall be used exclusively for the benefit of the Beneficiaries (and, to the extent provided in Section 6.2, general creditors of the Tribe) as set forth herein. The Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, the Trust Fund or any assets of the Trust. At all times during the continuance of the Trust, the Trust Fund shall be subject to the claims of the Tribe's general creditors under applicable federal, state, local and Tribal law.

ARTICLE III CONTRIBUTION AND ELIGIBILITY

Section 3.1 Contribution.

(a) Source of Contribution. The Contribution shall be made from a portion of the settlement payments described in Section 1.4 and shall be per capita payments for the benefit of the Eligible Members in accordance with an allocation plan adopted by the Tribe.

- (b) Amount of Contribution. The Tribal Council shall hold a meeting to determine, in its discretion, the amount of the Contribution to make to the Trust on behalf of the Eligible Members entitled thereto.
- (c) Timing of Contribution. The Contribution shall be made and allocated to the Account of each such Beneficiary on a per capita basis, as of the Effective Date, as determined by the Tribal Council. Neither the Trustee nor any Beneficiary shall have any right to compel such deposits.
 - Section 3.2 Rules for Establishing and Maintaining Eligibility.
- (a) Establishing Children as Beneficiaries. Eligibility and, to the extent applicable, any benefit waiting period, shall be determined based solely on the tribal membership roll.
- (b) Maintaining Eligibility Where Member Has Past Due Liability. Tribal members who are in arrears on personal loans made by the Tribe or have any past-due outstanding debt to the Tribe may be required to bring their debt current to be considered an Eligible Member. Any member refusing to correct a delinquency may have his or her per capita share of the Contribution that would otherwise be contributed to this Trust automatically offset by the outstanding principal balance of the debt. If the Tribe elects to offset, Tribal members with a past-due outstanding debt shall be notified of such liability in writing by the Tribe at least thirty (30) days prior to the Contribution. Any Tribal member who has been notified of an outstanding debt and who reasonably believes such debt is not owed can request a hearing before the Tribal Court.
- (c) Impact of Violation of Certain Tribal Laws on Eligibility. Any Tribal member who violates any law of the Tribe that specifically provides for the withholding of per capita benefits as a penalty or remedy, as the case may be, may have his or her share of the Contribution withheld in accordance with such law, provided such law was duly adopted within thirty (30) days prior to distribution of per capita benefits and comports with the Indian Civil Rights Act and provided that the Tribal member is afforded due process in contesting the violation.

ARTICLE IV STATUS OF TRUST FUND

- Section 4.1 Property of the Tribe. The Trust Fund shall remain solely the property of the Tribe and subject only to the claims of the Tribe's general creditors, until such amounts are used to make distributions in accordance with Article V. The Tribe is not obligated to purchase any property or rights to support the promises made under this Trust to each Beneficiary.
- Section 4.2 Not Subject to Alienation by the Beneficiary. The interest of any Beneficiary shall not be subject to the claims of any creditor of the Beneficiary, or spouse for alimony or support, or others, or to legal process (including an equitable division of property incident to the dissolution of marriage), and may not be voluntarily or involuntarily alienated or encumbered, anticipated, assigned (either at law or equity), pledged or subject to attachment,

garnishment, levy, execution, bankruptcy or other legal or equitable process. Additionally, the assets of this Trust shall not be considered the Beneficiary's assets in any way, including for purposes of determining the Beneficiary's eligibility to receive support from other sources in connection with the Beneficiary's financial hardship.

- Section 4.3 Investment by Tribe. The Trustee shall direct the investment of the Trust Fund to the extent permitted in applicable investment vehicles and in accordance with the Investment Policy. A Beneficiary shall not, under any circumstances, acquire any property or beneficial interest in any investment asset of the Tribe by virtue of his or her participation in this Trust.
- Section 4.4 Earnings and Losses. Any earnings, losses, and changes in market value of the underlying investment funds shall be credited to each Beneficiary's Account each calendar quarter in accordance with each Beneficiary's Account balance relative to the Account balances of all other Beneficiaries. Such earnings, losses, and changes in market value shall be credited to each Beneficiary's Account on a quarterly basis until it is distributed to the Beneficiary.
- Section 4.5 Accounts. The Trustee shall establish a separate bookkeeping account on behalf of each Eligible Member under the Trust. Each Account shall be adjusted for the applicable Beneficiary's share of:
 - (a) The Contribution made under Section 3.1;
 - (b) Earnings or losses credited to the Trust Fund under Section 4.4; and
 - (c) Distributions under Article V.
- Section 4.6 Report of Account Balance. The Trustee shall advise the parent or guardian of each Beneficiary of his or her Account balance at least annually on a date determined by the Trustee.
- Section 4.7 Extent of Tribe Liability. The obligation of the Tribe to pay a Beneficiary the amounts contributed to the Trust on his or her behalf shall be limited to the Account balance for that Beneficiary, as determined from time to time in accordance with Section 4.5. The Tribe's obligation shall not be increased by the amount, if any, by which the Eligible Member's share of the amount contributed under Section 3.1 exceeds the Beneficiary's Account balance.

ARTICLE V DISTRIBUTIONS TO TRUST BENEFICIARIES

Section 5.1 Timing and Form.

(a) In General. Any distributions to a Beneficiary shall be made to such Beneficiary in accordance with Section 5.1(b). Notwithstanding the foregoing, any advance distributions made to a Eligible Member due to an unforeseen emergency shall be made in accordance with Section 5.4.

- (b) Minor Eligible Members. In the case of any Eligible Member who has attained the age of 18, the Account balance of such Beneficiary shall be distributed by the Trustee to the Beneficiary.
- Scction 5.2 Tax Reporting. At the time of distribution to the Beneficiary or another party on behalf of the Beneficiary, the Trustee shall make provision for any applicable tax, reporting, and/or withholding (as directed by the Tribe) that may be required with respect to the payment of benefits.
- Section 5.3 Death of Beneficiary. If the Beneficiary should die before his or her Account is distributed in full under Section 5.1 or Section 5.4, as applicable, his or her Account may be paid subject to a valid will or trust of the Beneficiary. If no such will or trust exists, the Beneficiary's share may be paid under applicable Arizona or tribal intestacy laws. If neither the Arizona nor tribal intestacy law applies, the Beneficiary's Account shall escheat to the Tribe as soon as administratively feasible. The Tribal Council shall be responsible for notifying the Trustee of the Beneficiary's death.
- Section 5.4 Advance Emergency Distributions. Prior to the time the Beneficiary reaches the age of eighteen (18), the Trustee may, in its sole discretion, authorize distributions from the Trust Fund to the Beneficiary, to his or her parents or guardians, or directly to a third-party provider to defray unreimbursed medical expenses or other expenses for health, education or welfare incurred by or on behalf of the Beneficiary, provided that such distributions do not exceed such member's Account balance at the time of distribution. Any request for such disbursements shall include a detailed budget and justification for amounts necessary to meet essential living needs (including specific health, education, or welfare costs). The petitioning parent or guardian must show that the amounts requested to defray unreimbursed medical expenses or expenses for health, education, or welfare are reasonable and necessary. The Trustee may also require that the petitioning parent or guardian submit receipts documenting expenditures made from funds disbursed hereunder before any future disbursements are made.

To receive a distribution under this Section, the applicant must satisfy such rules and procedures that are adopted by the Trustee; provided that such rules are consistent with this Section 5.4. The Trustee, after due consideration of the facts and in its sole discretion, shall determine whether an advance distribution shall be made. If such application for an advance emergency distribution is approved by the Trustee, the distribution shall be payable in a single payment as soon as administratively feasible after such approval.

Notwithstanding the foregoing provisions of this Section 5, it is the Tribe's intention that the Trust assets be held for the benefit of the Beneficiaries. Such amounts may be distributed in advance only upon proof that the Beneficiary (and any individual acting on the Beneficiary's behalf) does not have access to other possible sources of support, including:

(a) federal, state, and local government sources of support for similarly situated individuals;

- (b) reimbursement or compensation by insurance or otherwise; or
- (c) the Beneficiary's own assets (or the assets of the Beneficiary's immediate family), to the extent that the liquidation of such assets would not itself cause financial hardship.

Any individual aggrieved by a decision of the Trustee may appeal to the Tribal Court; provided a distribution may only be awarded consistent with this section.

Section 5.5 Determination of Benefits. The entitlement of a Beneficiary to amounts held in the Trust shall be determined by the Trustee, and any claim for such amounts shall be considered and reviewed under the procedures set out in this Trust Agreement.

Section 5.6 Review Procedures for Distributions.

- (a) Distributions under Section 5.1. The Trustee may prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.1 has been properly made. After the Trustee's (or Tribal Court's, as applicable) evaluation of the request for review, the Trustee's (or Tribal Court's, as applicable) final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Trustee (or Tribal Court, as applicable), unless special circumstances require an extension. The communication shall identify the reasons for the Trustee's (or Tribal Court's, as applicable) determination and shall reference any pertinent Trust provisions upon which the decision is based.
- (b) Distributions under Section 5.4. The Trustee or the Tribal Court may also prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.4 has been properly made. After the Tribal Court's evaluation of the request for review, the Tribal Court's final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Tribal Court, unless special circumstances require an extension. The communication shall identify the reasons for the Tribal Court's determination and shall reference any pertinent Trust provisions upon which the decision is based. Any determination by the Tribal Court of a reconsidered claim shall be made in the Tribal Court's sole discretion.

ARTICLE VI DISTRIBUTIONS WHEN TRIBE IS INSOLVENT

- Section 6.1 Suspension of Distributions. The Trustee shall cease regular and advance emergency distributions of Accounts to Beneficiaries and hold the assets in trust for the benefit of the Tribe's general creditors during any period when the Tribe is Insolvent or if the Trustee believes or has reason to believe that the Tribe is Insolvent.
- Section 6.2 Claims of Creditors. At all times during the continuance of this Trust, the Trust Fund shall be subject to claims of general creditors of the Tribe under any applicable federal, state, or Tribal law, as set forth below.

- (a) The Tribal Council shall have the duty to inform the Trustee in writing of the Tribe's impending Insolvency. If a person claiming to be a creditor of the Tribe alleges in writing to the Trustee that the Tribe has become Insolvent, the Trustee shall notify the Tribal Court and the Tribal Court shall conduct an investigation to determine whether the Tribe is Insolvent and, pending such determination, the Tribal Court may direct the Trustee to discontinue the distribution of any funds allocable to the Beneficiaries under the Trust.
- (b) Unless the Trustee knows or has reason to know of the Tribe's Insolvency (e.g., by receiving notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent), the Trustee shall have no duty to inquire whether the Tribe is Insolvent. The Trustee may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Tribe's solvency.
- (c) If at any time the Tribal Court determines that the Tribe is Insolvent, the Trustee shall suspend payments to the Beneficiaries and shall hold the assets of the Trust Fund for the benefit of the Tribe's general creditors.
- (d) The Trustee shall resume the payment of benefits to the Beneficiaries in accordance with Article V of this Trust Agreement only after the Tribal Court has determined that the Tribe is not Insolvent (or is no longer Insolvent).
- (e) Nothing in this Trust Agreement shall in any way diminish any rights of the Beneficiaries to pursue their rights as general creditors of the Tribe with respect to benefits due under this Trust or otherwise.
- Section 6.3 Resumption of Distributions. Provided that there are sufficient assets in each affected Beneficiary's Account, if the Trustee suspends the payment of benefits from the Trust pursuant to Section 6.2 and subsequently resumes such payments under Section 6.2(d), the first payment following such discontinuance shall include the aggregate amount of all payments due to the Beneficiary under the terms of this Trust for the period of such discontinuance, less the aggregate amount of any payments made to the Beneficiary by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE VII LIMITATION ON PAYMENTS

Except as provided in Article VI (Distributions When Tribe Is Insolvent) and Section 5.3 (Reversion to Tribe at Death of Beneficiary) hereof the Tribe, Tribal Council, and Tribal Court shall have no right or power to direct the Trustee to return to the Tribe or to divert to others any portion of the Trust Fund before all payments of benefits have been made to the Beneficiaries pursuant to the terms of this Trust.

ARTICLE VIII AUTHORITY OF TRIBE AS GRANTOR

During the term of this Trust, and as long as the Tribe has not relinquished any of the powers set forth in this Article VIII, the trust estate under this Trust Agreement is intended to be a "grantor trust" in its entirety, of which the Tribe shall be treated as the owner for federal income tax purposes within the meaning of Sections 671 through 679 of the Code, and the provisions of this Trust Agreement shall be construed in accordance with that intention. Accordingly, the Tribe, acting through the Tribal Council, shall have the right, at any time and from time to time, and in its sole discretion without the approval or consent of any person in a fiduciary capacity, to reacquire trust assets by substituting other property of equivalent value.

ARTICLE IX DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

ARTICLE X TRUSTEE

Section 10.1 Appointment. The Tribal Council has the authority to appoint the original and any successor Trustee(s). If there is more than one Trustee and any Trustee fails to qualify or ceases to serve and no successor is appointed, such Trustee need not be replaced and the remaining Trustee or Trustees may act alone. No bond or other security will be required in any jurisdiction of any Trustee.

Section 10.2 Administration. Any requirement that any Trustee qualify in court is waived.

Section 10.3 Special Powers and Duties. In exercising all powers conferred by law or by this Trust Agreement, the Trustees empowered to act shall do so unanimously except as otherwise provided by law and as described below:

(a) Delegation and Control. The Trustee(s) empowered to perform a particular ministerial or discretionary act may delegate authority to perform such act to any one or more of them. Whenever such authority has not been so delegated as to a particular act and there are three or more Trustees acting under this Trust Agreement who are empowered to perform such act, the same may be performed, on behalf of all, by a majority to those empowered, with or without the concurrence of the minority. No Trustee who failed to join or concur in such act shall be held liable for the consequences thereof. If any successor Trustees are not corporate Trustees, such successor Trustees shall from time to time designate one or more of the Trustees who shall have the responsibility for physical possession and custody of all the Trust Fund and for maintaining all trust books, records, and accounts; provided that the Trustees shall have the power to employ accountants or other agents to maintain all trust books, records, and accounts. If Trustee and any successor Trustee continue to be a corporate Trustee, then, whenever acting, the corporate Trustee alone shall have custody of the Trust Fund and shall maintain or employ accountants or other agents to maintain all trust books, records, and accounts.

- (b) Control Over Bank Accounts. A Trustee, without the signature or concurrence of any other Trustee, may deposit funds into, withdraw funds from, and draw checks upon any bank account held as in the Trust Fund in performance of the duties, powers, and responsibilities conferred or imposed upon the Trustee generally under this Trust Agreement.
- (c) Accounting by Trustee. Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Tribal Council and Trustee. The Trustee shall provide such records upon written request from a Beneficiary.
- Section 10.4 General Powers. Except as otherwise limited by this Trust Agreement, Trustee shall have the following powers or duties, which are exercisable without approval, order, or license of any court:
- (a) Administration. This Trust shall be administered by the Trustee, unless delegated to another individual(s), committee, or entity. The Trustee shall have all powers necessary to administer the Trust, including, without limitation, the discretionary authority to interpret the provisions of this Trust Agreement, to decide all questions of eligibility, to establish rules and forms for the administration of the Trust, and to appoint individuals, committees, and entities, and any other agents they deem advisable to assist in the administration of the Trust.
- (b) Disposition. To sell, exchange, or otherwise dispose of any asset upon any terms and conditions to any person, corporation or entity, whether or not a Beneficiary, Trustee, or agent under this Trust Agreement.
- (c) Investment. To exercise any of the powers contained in the Arizona Trust Code, enacted by the legislature of the State of Arizona being Chapter 11 of Title 14 of the Arizona Revised Statutes.
- (d) Dealing With Assets. To hold any of the Trust Fund in the Trustee's name without disclosure of fiduciary capacity or in the name of a nominee and to exercise all rights and powers respecting any assets that could be exercised by a competent adult owning the same.
- (e) Deposits. To deposit cash in any depository, notwithstanding personal interest in the depository.
- (f) Distributions. To determine values, distribute like and unlike assets to different beneficiaries or trusts, make distributions in cash or kind at any time.
- (g) Agents, Delegation. To employ agents, lawyers, investment counsel, accountants, banks, or trust companies and others to delegate both ministerial and discretionary powers to them with liability only for reasonable care in their selection and without regard to any prohibition regarding self-dealing or conflict of interest by fiduciaries and to pay for services rendered by such persons as a Trust administration expense.

- (h) Tax Returns. To prepare and file any and all fiduciary tax returns, if any, that may be required by law.
- (i) Other Powers. To exercise all other powers conferred on fiduciaries generally by law, to the extent they are not inconsistent with other provisions of this Trust Agreement, and to perform all other acts necessary or advisable to administer the Trust.
- Section 10.5 Actions of the Trustee. Subject to the review provisions in Section 5.6, all determinations, interpretations, rules, and decisions of the Trustee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Trust.
- Section 10.6 Limitation of Powers. Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains from there within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code.
- Section 10.7 Responsibility. The Trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request, or approval given by the Tribal Council or Tribal Court that is contemplated by, and in conformity with, the terms of this Trust and is given in writing by the Tribal Council or Tribal Court. In the event of a dispute between the Tribe and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute. The Hualapai Indian Tribe waives its immunity from suit to actions that arise under this Trust Agreement in the Hualapai Tribal Court, and in such actions waives any claim of the failure to exhaust administrative remedies.
- Section 10.8 Compensation and Expenses. The Tribe shall pay all administrative and Trustee's fees and expenses. If not so paid, the fees and expenses shall be paid directly from the Trust.
- Section 10.9 Trustee Indemnification. If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Tribe agrees to indemnify the Trustee against the Trustee's costs, expenses, and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Tribe does not pay such costs, expenses, and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

ARTICLE XI RESIGNATION AND REMOVAL OF TRUSTEE

Section 11.1 Resignation. Any Trustee shall have the power to resign, without the approval of the Tribe, Tribal Council, or Tribal Court by written instrument delivered to the Tribal Council at least 30 days before it is to be effective. In the event of the Tribal Council's

failure, refusal, or inability to appoint a successor Trustee upon the resignation of the last remaining Trustee, the Tribal Council shall serve as Trustee.

Section 11.2 Removal. The Tribal Council may remove a Trustee upon 10 days' written notice of such removal.

Section 11.3 Transfer to Successor Trustee. Upon resignation or removal of the Trustee and appointment of successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the Tribal Council extends the time limit. The successor Trustee may rely on a copy of any of the records of proceedings, resolutions, or votes of the Trustee, provided that such records are certified by one or more of the Trustees.

ARTICLE XII APPOINTMENT OF SUCCESSOR

Section 12.1 Appointment Effective. If the Trustee resigns or is removed in accordance with Section 11.1 or Section 11.2, the Tribal Council may appoint any third party, such as a bank trust department or other party, that may be granted trustee powers under state or Tribal law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee. The former Trustee shall execute any instrument necessary or reasonably requested by the Tribe or the successor Trustee to evidence the transfer.

Section 12.2 Prospective Responsibility. The successor Trustee need not examine the records and acts of any former Trustee and may retain or dispose of existing Trust assets, subject to Article X hereof. The successor Trustee shall not be responsible for, and the Tribe shall indemnify and defend the successor Trustee from, any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time they become successor Trustee.

ARTICLE XIII IRREVOCABILITY, AMENDMENT OR TERMINATION

Section 13.1 Amendment. This Trust Agreement shall not be subject to revocation. This Trust Agreement may be amended by a written instrument executed by the Trustee and approved by a majority of the members of the Tribal Council; provided, however, that any amendment that in any way limits the beneficial interests of any one or more of the Beneficiaries must be approved by a majority of the votes of all Tribal members who are eligible to vote on Tribal matters and no amendment shall make the Trust revocable. Any vote by Tribal members shall take place at a duly called Tribal Membership meeting which meeting shall take place no later than 90 days after the date a majority of the Tribal Council has approved such amendment.

Section 13.2 Termination. The Trust shall not terminate until the date on which the Beneficiaries are no longer entitled to benefits pursuant to the terms of this Trust Agreement. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Tribe.

ARTICLE XIV MISCELLANEOUS

Section 14.1 Severability. Any provision of this Trust Agreement that is prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

Section 14.2 Indemnification. The Tribal Council, the Trustee, and any person exercising properly delegated administrative functions or duties who is also an employee of the Tribe shall be indemnified by the Tribe from and against any and all liabilities (including any settlements) arising by reason of any act or failure to act made in good faith in accordance with the provisions of the Trust. For this purpose, liabilities include expenses reasonably incurred in the defense of any claim relating to the Trust.

Section 14.3 Governing Law. This Trust Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of Arizona.

ARTICLE XV

EFFECTIVE DATE

This Trust Agreement was adopted by the Hualapai Trib dated, to be effective on	
[Signature appears on the fol	lowing page.]
IN WITNESS WHEREOF, the Tribe have d Agreement, and it is effective as of the date set forth in A	▼
Арр	proved:
Nan Its:	
Its.	

3218371/14431-0001



Hualapai Adult Detention Center P.O. Box # 69 924 Rodeo Way Peach Springs, AZ -86434-Phone #: (928) 769-2345

Fax#: (928) 769-2459



NEW VISITATION DAYS AND HOURS

EFFECTIVE FEBRUARY 2, 2013

SATURDAY & SUNDAY

9:30 AM 11:30 AM 1:30 PM 4:30 PM 8:00 PM

ALL VISITATIONS WILL BE APPOINTMENT ONLY. TO REQUEST AN APPOINTMENT PLEASE CALL <u>769-2345 MONDAY THRU FRIDAY 9:00 AM TO 4:00 PM</u>.

VISITATION RULES

- 1. ALL VISITORS MUST PROVIDE SOME FORM OF PICTURE IDENTIFICATION TO THE OFFICER/S/ IN EXCHANGE FOR A VISITOR PASS.
- 2. VISITATION WITH AN INMATE IS LIMITED TO 15 MINUTES (ONLY 4 PEOPLE ALLOWED IN VISITATION ROOM PER VISIT).
- 3. NO ONE UNDER THE AGE OF 18 IS ALLOWED UNLESS ACCOMPANIED BY A PARENT OR GAURDIAN.
- 4. IF A PERSON APPEARS TO BE INTOXICATED OR SMELLS OF ALCOHOL, A PORTABLE BREATH TEST CAN BE CONDUCTED FOR EVIDENCE OF BLOOD ALCOHOL CONTENT OF THE INDIVIDUAL***VISITATION WILL BE DENIED.
- 5. ALL PURSES/BAGS MUST BE LEFT IN YOUR VEHICLE.
- 6. ALL VISITORS MUST BE DRESSED APPROPRIATELY.
- 7. NO FOOD, BEVERAGES, CELL PHONES, CAMERAS, CONTAINERS OR OTHER PROPERTY IS ALLOWED IN THE VISITING AREA.
- 8. IF YOU HAVE BEEN INCARCERATED WITH IN THE LAST 90 DAYS YOU WILL NOT BE ALLOWED VISITATION.

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Hualapai Adult Detention Center P.O. Box # 69 924 Rodeo Way Peach Springs, AZ -86434Phone #: (928) 769-2345 Fax#: (928) 769-2459



- 9. WARRANT CHECKS WILL BE CONDUCTED ON ALL VISITORS.
- 10. ALL VISITORS ARE SUBJECT TO SEARCH.
- 11.VISITS MAY BE DENIED AT ANYTIME. DUE TO BEHAVIOR OF VISITOR /S/AND INMATE.
- 12. VISITORS MAYBE ASKED TO LEAVE THE FACILITY IN THE EVENT OF AN EMERGENCY.
- 13. VISITITATION MAYBE DENIED FOR THE ABOVE REASONS BUT LIMITED TO.

IF YOU ARE A VICTIM OF DOMESTIC VIOLENCE YOU WILL NOT BE ALLOWED ANY TYPE OF COMMUNICATION WITH THE INMATE.

*** PLEASE BE AWARE THAT THIS IS SUBJECT TO CHANGE WITH OUT PRIOR NOTICE, THE INMATE CAN LOSE VISITATION RIGHTS DUE TO INAPPROPRIATE BEHAVIOR. VISITION IS A PRIVILAGE. DO NOT NEGLECT THIS PRIVILAGE ***

Schedule for Mohave Pest Control Service Peach Springs Community

Attention ALL low rent tenants of Hualapai Housing, here is the 2013 schedule for Pest Control Service. All homebuyers & homeowners needing Pest Control Service can contact Lisa at (928) 377-3365. The cost to spray your home is \$29.00.

•	01-08-2013	17-13	•	05-14-2013	17-13	•	09-10-2013	17-13
•	01-22-2013	17-4	•	05-28-2013	17-4	•	09-24-2013	17-4
•	02-12-2013	17-7&8	•	06-11-2013	17-7&8	•	10-08-2013	17-7&8
•	02-26-2013	17-10&12	•	06-25-2013	17-10&12	•	10-22-2013	17-10&12
•	03-12-2013	17-13	•	07-09-2013	17-13	•	11-12-2013	17-13
•	03-26-2013	17-4	•	07-23-2013	17-4	•	11-26-2013	17-4
•	04-09-2013	17-7&8	•	08-13-2013	17-7&8	•	12-10-2013	17-7&8
•	04-23-2013	17-10&12	•	08-27-2013	17-10&12	•	12-17-2013*	17-10&12

Services will be performed on the 2nd and 4th Tuesday of each month.

Mohave Pest Control will only spray the Exterior Area of your rental, if you wish to have the interior area sprayed, please notify the Resident Specialist a few days before your project is scheduled. Thank you.

^{*} notes change in rotation date, due to a holiday period.



FREE TAX FILING

n

PEACH SPRING Center at the Education & Training Center

Friday
March 22, 2013
8:00 am to 3:00 pm

What You Need to Bring:

- Picture ID for taxpayer (and spouse)
 - Original Social Security or ITIN cards for all household members
- Proof of income, including ALL W2's and 1099 forms
- All other important tax documents
- Name, address and tax ID# of child care provider
- Amount of money paid to child care provider last year
- Account and routing numbers for direct deposit
- Copy of last year's tax return (Helpful)
- ____ If filing jointly, both adults must be present to sign the return

For more information please call Lucille at 928.769.2200



DNA-People's Legal Services, Inc.

I'S THAL TIME OF THE YEAR ARAIL

DO YOU HAVE A JOB? HAVE MONEY DOWN? COME IN TODAY GUARANTEED CREDIT APPROVAL!

*DON'T WAIT FOR YOUR TAX MONEY
TO COME IN TO BUY A CAR OR TRUCK,
BRING US YOUR W2 AND LET US DO
YOUR TAXES FOR YOU AND WE WILL
GET YOU INTO A RIDE TODAY! CALL FOR
DETAILS

"TAX TIME IS HERE!" Hello my name is Evan Scott.

Don't know where to go or what to do, but your looking for a reliable vehicle? Don't know who to trust?

"Come in today and find out why my CUSTOMERS come back for all their buying needs."

CALL TODAY 928.640.2867

GET YOUR NEW CAR OR TRUCK TODAY!!!!



5160 N. Test Drive • Flagstaff, AZ 86004 (928) 522-2720 • Fax (702) 567-2261 JLundie@FindlayAuto.com • www.FlagVW.com





Dear Potential and Valued Customers.

This past year has been a dilemma in itself. But 2013 looks like we'd be able to make it a better year. Most of you know me from being at McCoy Motors for the past 5 years and many of you have continued to come back for all your buying needs and built a relationship with me. I continue to give the same support and effort to provide that continued service that I have always given to my customers when purchasing a new or pre-owned vehicle. Our sales team and I welcome both you and your family to come visit us at Findlay Volkswagen of Flagstaff, located just behind the Flagstaff Mall. Thanks again for your time and if you have any questions or concerns, please call me at (928)522-2700 or toll free (866)308-2009

Respectfully,

Evan Scott

HUALAPAI TRIBAL EDUCATION COMMITTEE

If you are interested in serving on this committee, please sign your name below. Selection of the Board will be by the Hualapai Tribal Council.

POSTED: February 5 -March 5, 2013 (30 days) PLEASE DO NOT REMOVE!!!

NAME	NAME

POSTED AT: Administration, Elderly Center, IHS, Housing, Health Dept., Training Center, Post Office, Best Market, Lodge, Recreation, Judicial, GCRC, GCW, Gamyu

HUALAPAI TRIBAL PERSONNEL COMMITTEE

If you are interested in serving on this committee, please sign your name below. Selection of the Board will be by the Hualapai Tribal Council.

POSTED: February 5 -March 5, 2013 (30 days) PLEASE DO NOT REMOVE!!!

NAME	NAME

POSTED AT: Administration, Elderly Center, IHS, Housing, Health Dept., Training Center, Post Office, Best Market, Lodge, Recreation, Judicial, GCRC, GCW, Gamyu

HUALAPAI TRIBAL RECREATION COMMITTEE

If you are interested in serving on this committee, please sign your name below. Selection of the Board will be by the Hualapai Tribal Council.

POSTED: February 5 - March 5, 2013 (30 days) PLEASE DO NOT REMOVE!!!

NAME	NAME
	94.7
	
	<u></u>

POSTED AT: Administration, Elderly Center, IHS, Housing, Health Dept., Training Center, Post Office, Best Market, Lodge, Recreation, Judicial, GCRC, GCW, Gamyu

The First Things First Hualapai Tribe Regional Partnership Council welcomes its newest member, Bella Miller! First Things First Regional Partnership Council Members are appointed by the Arizona First Things First Board and must live or work in the region they are serving. Ms. Miller is currently the Director of the Boys and Girls Club for the Hualapai Tribe. Her interest with non-profits began in 1992 while attending college in Utah Valley when she was one of fifty minority students chosen for a fellowship program in Washington, D.C. Ms. Miller was then chosen to intern for the National Congress of American Indians (NCAI). Ms. Miller has served on the Pueblo Grande Museum Auxiliary Board and the Salt River Boys and Girls Club Advisory Committee. Her vision for Arizona's Native youth is academic success, healthy lifestyles and good character and citizenship. Ms. Miller brings non-profit and philanthropic experience to the First Things First Hualapai Tribe Regional Partnership Council. To find out more about First Things First and the work of the Hualapai Tribe Regional Partnership Council in helping all children stay and health and succeed in school, please visit www.azftf.gov/hualapaitribe, or call (928) 854-8732.



Livetion a Training Incormation

Job Corps Outreach & Admission Office

Community Partners,

Due to the recent announcement of the enrollment suspension, the Job Corps Outreach and Admissions office will be closed February 6th, 2013 until further notice.

Any questions you have regarding the status of enrollment for an applicant you have referred will be addressed by the Phoenix Job Corps admissions office at 602-322-2886 after that date.

Any applicant who has completed the interview process and whose file is still awaiting documents has been sent to the Phoenix office, and documents can be faxed to the efax number below, or their fax number which is 602-322-7087 putting it to my attention. If mailing documents, mail to:

Phoenix Job Corps-Admissions Attn: Ann Tatham/Reid Graser 518 S. 3rd St. Phoenix, Arizona 85004

Any applicant who <u>has completed</u> the interview process and whose

file has <u>all required documents</u> has been sent to the Phoenix office, and will still be processed and held until the suspension is lifted. The admissions/records department will attempt to contact each applicant on file to see if they are still interested when the suspension is lifted.

Any applicant who has <u>not com-</u> <u>pleted</u> the interview process must reapply when the suspension is lifted.

You may contact the Phoenix Job Corps center at 602-322-2886 or 602-254-5921 if you have additional questions regarding the status of the suspension. You may also log on to the website www.jobcorps.gov to see any updates.

Ann M. Tatham US Job Corps Outreach & Admissions 2625 N. King St. Flagstaff, AZ 86004 (928) 774-0500 Office (404) 207-1115 EFax

<u>Education Corner:</u> Vivian's New Hours

I am in the office 9:00 a.m. to 12 noon,

Monday - Thursdays and 8:00 a.m. to 12 noon.

GED/on-line high school classes

MONDAY - FRIDAY 1:00 p.m. - 4:00 p.m.

5:00 p.m. - 6:00 p.m. Computer hour for 13 years and older

Congratulations!!!

Kim Davis has received her GED!!

This is a great accomplishment!!!

You can reach Vivian at 928-769-2200 here at the Hualapai Training Center.

<u>Hualapai Higher Education</u> **Deadline Dates**

Summer - April 1st Fall/Winter - July 1st Spring - November 1st

PEACH SPRINGS ELEMENTARY SCHOOL

Stanford 10 Countdown-April 15th (Grade 2) AIMS Countdown-April 15th (Grades 3-8)

> March 2013 Events Students are tardy after 7:45 a.m.

March 4-8 Book Fair (Mon. 12:00-4:45, Tues. 12:00-4:45, Wed. 12:00-7:00, Thurs. 12:00-4:45, and Fri. 10:00-3:00)

March 4-7 Galileo Benchmark Testing (we need all students at school/on time)

March 5th Governing Board meeting at 5:30 by the Library

March 7th End of Third Grading Period

March 11-14 Spring Break

March 19th Parent Academy-Agenda: Parenting Techniques /Academic Review

April 2nd Governing Board meeting at 5:30 by the Library

April 15-25 AIMS/Stanford 10 testing (we need all students at school/on time)

We need your updated phone numbers for emergencies, positive calls home, or calls of concern. This is important! Please call 928-769-2202 to update your phone number(s). You are awesome!

Kindergarten enrollment for the 2013/2014 school year is going on now. Please come in before March 14th Monday thru Thursday to enroll your child. The school office closes at 5:00 p.m. but if you make an appointment we can stay later. We look forward to making your child's educational experience wonderful.

Parent notes are needed if you need your child to go to a different location after school. <u>Please communicate</u> with us as we want your child to be safe.

Tutoring is available Monday-Wednesday every week. Please sign your child up for additional assistance. We have teachers waiting to help.

Homework is important and is an extension of your child's day to practice and keep their academic skills sharp. By providing time and motivation your child will come to school happy and be prepared for the next challenge. We need our children to be the next *intelligent* leaders. Signing your child's planner ensures that you have checked their homework and shows your child you care.

"Kindness is the language which the deaf can hear and the blind can see."
-Mark Twain

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Tribal Energy Program - Summer Internship Program

Sandia Job Posting available: March 1-15, 2013 Apply at:

Location: Sandia National Laboratories

Albuquerque, New Mexico Internship Duration: 12 weeks Contact: Sandra Begay-Campbell skbegay@sandia.gov (505) 844-5418 www.sandia.gov

Careers, Students – within job posting page

Keyword: tribal energy

http://www.sandia.gov/careers/index.html

Eligibility: Current full-time technical undergraduate and graduate student interns will have first-hand experience with existing tribal renewable energy projects and exposure to issues concerning tribal renewable energy technology use and application. Several DOE Tribal Energy Program (TEP) technical assistance projects are progressing and maybe incorporated into the summer's activities. Interactions will be with Sandia's renewable energy program staff and American Indian tribes interested in renewable energy systems. Instant immersion in these activities is offered in working directly with experienced peers. Frequent travel will be required with field visits to current tribal renewable energy projects.

Required: The student applicant must be a US Citizen and there is a preference for a Native American as defined as a member of a recognized Federally-recognized Tribe, Alaska Village or Alaska Corporation (not state-recognized, not bands or groups, or first peoples of Guam or Hawaii). Specific interest in renewable energy is required.

Required GPA: 3.2 Bachelor's or 3.5 Master's degree program

Required essays: Answer ALL of the following questions using up to 250 words per question.

- 1. What unique academic background or experience do you have with tribal communities? (250 words)
- 2. What is your interest in renewable energy or energy efficiency classes & include class experience? (250 words)
- 3. How will you use this internship experience to benefit tribal communities? (250 words)
- 4. Describe a frustrating project you worked on & describe how you dealt with the challenges it presented. (250 words)

NOTE: Applicants must pass a pre-employment security check (local & federal law enforcement, driver's history, personal references, educational, credit & employment checks).

Apply electronically through Sandia National Laboratories website. Submit ONE electronic file including:

- ✓ Resume / CV
- ✓ Unofficial college transcripts
- ✓ Complete essays using up to 250 words per question

Salary & Relocation Expenses:

- Salary commensurate with number of hours completed by the end of the 2012 Fall semester in an appropriate technical major
- Sandia will pay relocation expenses (mileage and per diem or round-trip airfare) for a school site > 50 miles from Albuquerque, New Mexico

FREE AND REDUCED PRICE POLICY STATEMENT FISCAL YEAR 2013 FOR THE CHILD AND ADULT CARE FOOD PROGRAM

(NON-PRICING ONLY)

1. Human Thou assures the Arizona Department of Education, Child (NAME OF SPONSOR) Nutrition Programs Office, that all children at the sites described on the application forms are served the same meals at no separate charge regardless of sex, race, color, age, handicap, or national origin, and there is no discrimination in the course of the food service.
2. We will submit a public release to the information media serving the area from which the childcare institution draws attendance announcing the availability of meals at no separate charge to children in attendance. In addition, the income eligibility guidelines will be included in the public release below. **Manual Manual August Heath Parabetas** 2/4/2013**
(SIGNATURE OF SPONSOR) (TITLE) (DATE)
Submit a copy of the following public release to a local media source:
To: 90000 Date: 2/4/2013
Hundagaitaha
The announces the sponsorship of the USDA (NAME OF SPONSOR)
Child and Adult Care Food Program. Meals will be made available to enrolled children at no separate charge without regard to sex, race, color, age, handicap or national origin. Any person who believes that

Child and Adult Care Food Program. Meals will be made available to enrolled children at no separate charge without regard to sex, race, color, age, handicap or national origin. Any person who believes that he/she has been discriminated against in any USDA related activity should write immediately to the Secretary of Agriculture, Washington, DC 20250. Household income determines the amount of money USDA will reimburse us to provide meals to enrolled children. The income eligibility guidelines listed below are used to determine our reimbursement for fiscal year 2013.

	FREE			REDUCED			
Family Size:	*Year	**Month	**Week	Family Size:	*Year	**Month	**Week
1	14,521	1,211	280	1	20,665	1,723	398
2	19,669	1,640	379	2	27,991	2,333	539
3	24,817	2,069	478	3	35,317	2,944	680
4	29,965	2,498	577	4	42,643	3,554	821
5	35,113	2,927	676	5	49,969	4,165	961
6	40,261	3,356	775	6	57,295	4,775	1,102
7	45,409	3,785	874	7	64,621	5,386	1,243
8	50,557	4,214	973	8	71,947	5,996	1,384
Each Additional Member Add:	+5,148	+429	+99	Each Additional Member Add:	+7,326	+611	+141

Meals will be provided	1 at: HUULADAN HLAA STANT PROGRAM	
Signed MM	we whole furly	

2012 - 2013

Peach Springs School YEARBOOK Dedications

Buy

Buy a dedication to celebrate your Peach Springs student. Congratulate them on a great year, show their hard work, or send them to High School with a special note.

Sell

Try and get a local business owner (Peach or Kingman) to buy an ad. The Yearbook offers great exposure to Peach Springs Families.

Size

3 lines of text (90 characters) 1/8 page (4.2x2.7in) 1/4 page (4.2x5.5in) 1/2 page (8.5x5.5in) 1 page (8.5x11in)

Family Rates

\$5.00 \$10.00 \$20.00 \$50.00 \$100.00

Business Rates

N/A \$25.00 \$50.00 \$100.00 \$200.00

MOH

Just send Mrs. Morrison a photo and what you want to say, and the yearbook staff will make it for you. If you want to create your own ad, just send a high resolution PDF. Attach materials below or email your dedication to morrisonn@psusd8.org. Payment must be summited with the dedication order.

Return this form to you	r teacher. PLEASE DON'T	FORGET TO INCLUDE Y	OUR PAYMENT.	
Child's Name	Teacher			
Your Name	Email	Phone		
Choose Size/Rate:3 lines	1/8 Page	½ Page	Full Page	
Check One ** If you	u are purchasing more than one a	i, please fill out one form for ea	ch ad. **	
Лessage:	· .			

Submittal Deadline is February 28th, 2013

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PEACH Springs School

ORDER YOUR BOOK BY APRIL 11, 2012!

COST: \$ 15.00

44 PAGES

FULL CO OR

PEACH SPRINGS SCHOOL YEARBOOK ORDER FORM

Student Name

Homeroom Teacher RM#

Phone Number

I would like to order____(quantity) yearbooks

Make checks payable to: Peach Springs School Student Council Return order form to: Mrs. Morrison; along with your payment.

entourage

Questions?

Mrs. Morrison 769-2613

morrisonn@psusd8.org

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YOU'RE INVITED TO OUR BOOK FAIR

READING GIVES YOU SUPER POWER!

Dates: March 4th - 8th, 2013

Times: Monday - Wednesday = Noon - 4:45 pm Thursday = Noon - 7pm / Friday = 10am - 3pm

Where: Peach Springs School Library







Time to Feel Fine Healthy Heart Challenge is hosting a

Healthy Dinner 5:30pm at the Multi March 4, 2013

Come at 5:30 to help prepare the meal. Learn about healthy ways to use ground beef and cut the fat.

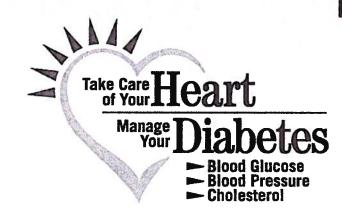
Remember this meal counts towards your 16 Time to Feel Fine activities, getting you closer to your vest!

Healthy Heart Participants <u>also</u> earn HH bucks! Open to all community members ≥ 18 years

Call if you have questions: 769-1630







If you have diabetes, it's even more important to take care of your heart and blood vessels. Having diabetes means you are more likely to have a heart attack or stroke. You can lower your risk if you manage your diabetes.

You can live a long and healthy life by managing your blood glucose (sugar), blood pressure, and cholesterol.

Over time, high blood glucose (sugar) levels can damage vital organs such as your kidneys and your eyes. High blood pressure is a serious disease that makes your heart work too hard. And bad cholesterol, or LDL, builds up and clogs your heart and blood vessels. Managing all three means a longer and healthier life.

ASK YOUR HEALTH CARE PROVIDER THESE QUESTIONS

- 1 What are my blood glucose (sugar), blood pressure, and cholesterol numbers?
- What should they be?
- What actions should I take to reach these goals?

TAKE ACTION NOW

You can live longer for your family, improve your health, and reduce your risk of heart disease or stroke.

- Eat the right amounts of foods like fruits, vegetables, beans, and whole grains.
- Eat foods that are prepared with less salt and fat.
- Get at least 30 minutes of physical activity every day.
- Stay at a healthy weight—by being active and eating the right amounts of healthy foods.
- Stop smoking—seek help.
- Take medicines the way your doctor tells you to.
- Ask your doctor about taking aspirin.
- Ask your family and friends to help you take care of your heart and your diabetes.



Nutrition Day

Tuesday, March 26, 2018 11.00 a.m. - 2.00 p.m. Multipurpose Building

Please join us for food demonstrations, education, and hands-on activities to celebrate National Nutrition Month!

Coordinated by Health Education & Wellness - WIC Program

Please contact Mary
For more information at 769-2207.



Electrical

Over 30 years in residential/light commercial Electrician. Moved here from Indiana last November, so my fiancé can take care of her elderly aunt, Vera. I have no regrets. I can also do other household repairs and have most of the tools to do so. I am not here to get rich so fees are very reasonable. I will work with you and help anyway I can. Safety is priority. If you have a

safety issue, don't take chances.

Contact me to at least get an opinion and an estimate. If I feel there is danger I will be up front and give you options, you have my word. I am looking forward to being a part of your community.

Jim (928) 769-2396

Birthday Wish

Happy Birthday Sister Franshon Crozier! Hope you have a great day on your special day. Love you always and I'm proud of you you took care of yourself



and always know I'm here for ya! Love ya, Wormy Wormer ☺

Drew L. Havatone March 01

Happy Birthday son.

Who would have known that you would become such an awesome friend & son! You're amazing!!!

You have come a long way my child—life's thrown us some curve balls—but we manage to keep going no matter what comes our way.

With much love & respect,
Happy 17th Birthday!
Love, Jess Tha' Momma





Managing Diabetes Wordfind

If you or a loved one has diabetes, learn all you can about the disease and follow your healthcare provider's advice on how to avoid serious complications. Lifestyle choices can make all the difference! This puzzle contains 20 words all having to do with successful diabetes management. Can you find them all?

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ACTIVITY BLOOD PRESSURE CARBOHYDRATES CHECKUP DENTIST EXERCISE EYE EXAM FOOT CARE GLUCOSE HEALTHY WEIGHT INSULIN MONITOR **NUTRITION PANCREAS PODIATRIST PREVENTION SKINCARE** SUGARFREE **VEGETABLES** WHOLE GRAINS

Hualapai Tribal Telephone Directory

	alapai Iribai Telephoi		Fax Number
Department	Address	Telephone 769-2490	769-2459.
Adult Detention	P.O Box #69	769-2455	
Best Market / Indian Energy	P.O Box #60	769-2433	769-2444
B.I.A. Agency	13067 E.Highway 66 Valentine	769-2220	709-2444
3.I.A Dispatch/Police	13067 E Highway 66 Valentine		769-2326
3.I.A Forestry	13067 E Highway 66 Valentine	769-2279/2270	709-2320
Boy-n-Girls Club	P.O Box #395	769-1801	
Caverns		928-442-3223	
Chemical Lime Plant		928-422-3223	760 2726
Court/ Judicial	P.O Box #275	769-2399/2338	769-2736
Cultural Resource	P.O Box #310	769-2234/2223	769-2235
Diabetes/Fitness Center	P.O Box #397	769-2644	
Diamond Creek Restaurant		769-2800/2230	7.00.000
Earthship	P.O Box# 550	769-2224	769-2239
Elderly	P.O Box # 179	769-2375	769-
EMS	P.O Box # 542	769-2656	769-2315
Enrollment		769-2216	769-2343
Enterprise-G.C.R.C- HR Dept	P.O Box #359	769-2419/2640	769-2410
EPCH Radio		769-1110	
Extension U of A		769-1284	769-2309
Fire Dept / Animal Control	P.O Box # 179	769-2205/2810	769-2883
Forestry (Tribal)	P.O Box # 299	769-2267	769-2532
Frontier Café/Motel	1.0 Box # 255	769-2237	
		1 800-921-8101	
Frontier Communications	P.O Box # 249	769-2227	769-1111
Game/Fish Dept	P.O BOX # 249	769-1880	
Gas n Grub	P.O Box # 119	769-2244/2522	769-2457
Head Start		769-2207/800953-4480	769-2884
Health & Wellness	P.O Box #397	769-1630	769-1632
Healthy Heart	P.O Box # 179	769-1030	769-2703
Housing	P.O Box #130	769-2269/2383	769-2659
Human Services (Soc. Services	P.O Box #480		769-1191
Human Resources	P.O Box # 179	769-2216	769-2915
I.H.S Clinic	P.O Box # 190	769-2900	
Juvenile Detention Center	P.O Box # 179	769-1611	769-1655
KRMC		757-2101	
Mohave Electric		1800-685-4251	
Multi Purpose	P.O Box # 179	769-2535	
MVD		681-6300	
Natural Resources	P.O Box# 300	769-2254	769-2309
Peach Springs School	P.O Box # 360	769-2613/2202/2676	769-2892
Planning Dept	P.O Box #179	769-1310/1312/1314	769-1377
Post Office		769-2300	
Prosecutor	P.O Box # 66	769-2304	769-2401
Public Defenders	P.O Box # 179	769-1063	769-1522
Public Works Dept	P.O Box # 179	769-2625/2583/2216	
Recreation/Gym	P.O Box # 179	769-2652	769-2650
		769-2210/2245	769-2637
River Running	P.O Box #	769-2446	1.02 2001
Roads	P.O Box # 179	928-422-3233	
Seligman School	D O D #		769-1101
Training/Education	P.O Box #	769-2200	702-1101
Tribal Police Dept	P.O Box #	769-1024/1025	769-2343
Tribal Office/ Admin	P.O Box #179	769-2216	/09-2343
		Toll free 1888-7692221	
Truxtion Station		769-2436	
Valentine School		769-2310	<u></u>