

Lauren Carnes | Miner



New exhibits at the San Manuel Museum
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A community publication of Copperarea.com

Fires burn throughout the Copper Corridor: Kearny, Oracle and Riverside areas affected

Residents in Kearny were on high alert this week as three human-caused fires burned near local neighborhoods. Named the Ray and Shake Fires, the fires started in the late morning on Tuesday, July 9. The fires burned about a mile from the town and started within an hour of each other in a drainage wash on the southwest side of State Route 177. The Shake fire was two fires that merged and was started roughly three hours after the Ray fire began.

The fires moved close to local residences and quickly fire officials ordered evacuations. Most were evacuated to the LDS Church with the community coming together quickly to ensure that everyone was safe. Mayor Curtis Stacy helped connect with residents and assist them with evacuation efforts as the fire raged closer and closer to the town.

Arizona Department of Forestry and Fire Management assisted the Town of Kearny with the fire. AZDFFM worked with the Pinal County Sheriff's Office to manage evacuations. The fires were contained quickly with thanks to air support from a Single Engine Air Tanker and a Large Air Tanker. The fire burned quickly through dry brush and vegetation; the high winds and heat also fueled the fire. There was no loss of structures due to these fires. The fires were contained with the Ray fire consuming 64 acres and the Shake Fire consuming 53 acres.

Evacuations were roughly held for slightly less than 24 hours, to ensure that the fire was not coming any closer to homes in the nearby neighborhood. The fires are both under investigation and it is alleged that the fires were human-caused. If anyone has any information on the cause of the fires or saw anything suspicious, please

contact the Kearny Police Department.

Dew Fire near Riverside: A fourth, lightning caused fire started on Thursday, July 11, near Riverside, named the Dew Fire. A monsoon storm rolled into the region with several lightning strikes which started the fire in Riverside and the Freeman fire near Oracle. The fire was contained quickly and the Arizona Department of Forestry and Fire Management called off resources as the local fire departments were able to get the fire under control. There was a loss of two abandoned structures in this Dew fire.

Freeman Fire near Oracle: That same storm created two additional lightning strikes which started two fires that merged into what has now been named the Freeman Fire burning near Oracle. At press time the fire is still burning in the Black Mountains and had zero

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San Manuel Miner

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Dew Fire near Riverside burned two abandoned structures.

Gary Stepke | Submitted

COPPER CORRIDOR COMMUNITY CALENDAR

Winkelman Burn Ban

Effective May 1 - Sept. 30 a BURN BAN is in effect for the Town of Winkelman. Home and business owners are encouraged to clean your yards and property of weeds and debris.

Dudleyville Burn Ban

Effective May 1 - Sept. 30 a BURN BAN is in effect for the Dudleyville Volunteer Fire District which includes the area of Dudleyville, Indian Hills and Aravaipa. Burn permits for both residential and agricultural purposes are not valid during this time.

Monsoon Sand Bags and Sand

Pinal County Public Works is providing up to 25 sandbags and sand per household. Residents will need to bring their own shovels to load bags. Please Main Office Line 520-509-3555, open from 8 a.m. - 5 p.m. to confirm someone is on site or the foreman of the site, directly. Oracle Public Works Maintenance area is located at 1410 Justice Dr. in Oracle. Call Richard Juarez Monday- Thursday at 520-866-7896 or Dean Schiffers at 520-866-7895 on Tuesday -Friday. Hours of operation are Monday - Thursday, 5 a.m. - 4 p.m. Riverside Maintenance area is located at 54970 E. Florence-Kelvin Hwy. in Kearny. Hours of operation are Monday - Thursday, 5 a.m. 4 p.m. Assistant Foreman Robert Sommer can be contacted Monday - Thursday by calling 520-363-9820.

Notice from the Dudleyville Fire District

As we enter into fire season, the Dudleyville Fire District is encouraging its residents to keep their yards and properties clean from safety, health and fire hazards. Maintaining a 30 foot defensible space around structures means flammable fuels like weeds, brush and flammable items are removed or stored in more appropriate places. This defensible space provides a fuel buffer for the structure and a place for firefighters to do structure protection in the event of a fire. Please do your part prevent a recurrence of the Margo and Roach Fires. In addition, the department is always accepting applications for volunteers; please contact our Dispatchers at 520-357-6622 for more information.

Bob Jones Museum Hours

Bob Jones Museum is open on Wednesdays, Fridays and Saturdays, from noon - 3 p.m. It will be closed the week of Thanksgiving, Christmas and New Year's.

Superior Library Hours

Superior Public Library hours of operation are: Monday - Friday, 10 a.m. - 6 p.m. There is a one hour time limit on Public PCs if others are waiting. Be sure to check out our Facebook page for what's new. Contact us at 520-689-2327 if you have any questions.

AZYP Mentors Needed

Be a mentor! AZYP Is looking for caring adults to volunteer to be mentors for middle and high school students in the Copper Corridor. Mentors will meet with mentees once a week and attend a group event once a month. To apply or for more information contact Emilia Rutledge by email at emilia@azyp.org or call 520-278-4128.

JULY



OSD, M-SM School Supplies Drive in June, July

Support your local students by bringing donations to 1575 W. American Ave. in Oracle, during June and July. Cash, check or credit are also accepted. Donation receipt is available upon request. Contact us, Family First Family Diaper Bank, at 520-896-9545.

Hayden Library July Schedule

Regular events: Mondays, Storytime at 11 a.m.; Tuesdays and Wednesdays, -Senior Movement is held at 4 p.m.; Thursdays, Art at 1 p.m.; Fridays, Chess Club at 1 p.m. Special events are: Thursday, July 11, Art Special: Decoupage, 1 p.m.; Friday, July 12, ASGFD: Live Animals!, 11 a.m.; Friday, July 19, USDA Geology Fun, 11 a.m.; and on Tuesday, July 23, DIY Ice Cream, 5 p.m. and awards for summer reading program. For more information on the summer reading program or other events please call the Hayden Public Library at 928-200-2997.

17 Workshop at Leo's in Superior

Join us at Leo's, located at 52 N. Pinal Ave. in Superior, for a workshop presented by Pinal County's Office of Emergency Management: Understanding READY, SET, GO, and All-Hazards Emergency preparedness on Wednesday, July 17, starting at 6:30 p.m.. Free Food Provided!

19-20 St. Helen's Rummage Sale

Two-day Rummage Sale, Friday and Saturday, July 19, 20th, from 7 am - 12 noon, St. Helen Parish hall and Ramada, in Oracle. Many items up for sale, including furniture, household items, clothing, shoes, toys, children's items, etc. All proceeds remain with St. Helen Parish, Oracle, Az. Stop by for a bargain!

20 Vacation Bible School at San Pedro Valley Baptist

San Pedro Valley Baptist Church in Dudleyville, is holding Vacation Bible School, themed Showcasing Christ's Character, on July 20 from 11 a.m. - 3 p.m., for all ages, including adults. There will be Bible lessons, crafts, games, prizes, awards, a cookout and time for fellowship. If you need transportation, call 928-701-2990 to arrange for a free shuttle ride.

21 Full Moon Garden Party in Superior

Come to the Community Garden on Pinal, located at 225 N. Pinal Ave. in Superior, for a full moon garden party to learn, plant and party! Free food provided!

24-25 HW School Registration

Registration for the 2024-25 Hayden- Winkelman Schools for all students will take place on Wednesday and Thursday, July 24 and 25, from 10 a.m. - 6 p.m. at the Hayden-Winkelman High School District Lobby. K- 6 grade students will receive a backpack. New students must meet the Principal before registration. Parents/Guardians must bring in withdrawal forms (if applicable), birth certificate, immunization records, transcripts, medical insurance card and utility bill with residential address or similar proof of residency.

24 Superior Sr. Center Game Day

Game Days for the Superior Senior Center this month are Wednesdays, July 10 and 24, from 10 a.m. - 11:30 a.m. We will have snacks and prizes for all participants. Call Carol at the center at 689-5182 if you need a ride.

25, 27 Superior Food Bank Hours

Superior Food Bank has new summer hours. Come on Thursday, July 25, from 6 p.m. - 7 p.m. and be in line by 7 p.m. to be served. The next date is Saturday, July 27, from 9 a.m.- 10 .m. Be in line no later than 11 a.m. to be served.

31 Last Wednesday Karaoke

Come to Leo's Community Development Center, located at 52 N. Pinal Ave. in Superior, for Last Wednesday Karaoke on July 31. This is a family friendly event. Free food will be provided.

AUGUST

3 San Manuel Street Market New Venue

San Manuel's Street Market hosted by the Agrihood has a new location. The San Manuel Street Market will be held Saturday, Aug. 3, 9 a.m. to 2 p.m. at the Community Presbyterian Church, 801 S. McNab Pkwy., San Manuel. Come explore a world of antiques, handmade crafts, delicious treats and so much more.

6 Lobitos Preschool Registration

Lobitos Preschool Child Find screening and registration for children who will be four years of age by Sept. 1 will be held on Tuesday, Aug. 6, from 8:30-11:30 a.m. and 12:30 - 4 p.m. at Room 305, the Lobitos Preschool Classroom. Parents and legal guardians will need to bring a birth certificate, immunization record, proof of residency and the child. Lobitos Preschool Parent Orientation must be attended by all parents and guardians who are registering a child. This event will be held on Thursday, Aug. 8 in Room 305, at 8:30 a.m.

OBITUARY

Mary 'Penchie' Bracamonte



Mary "Penchie" Bracamonte passed away July 10, 2024, in Hayden, AZ surrounded by family.

Penchie was born and raised in Hayden, AZ. She was employed by Parenti Janitorial Services and was employed as a custodian at HHS.

In her leisure time, Penchie enjoyed the Hallmark channel, or watching Arizona Diamondback baseball games and Arizona Cardinals football games. Her proudest accomplishments were her

children and grandchildren, whom she showered with love.

Among those who will deeply miss Penchie are her beloved husband Juan of 48 years; her daughter, Lupita Bracamonte (Frank); son, Juan Manuel Bracamonte (Jeanine); grandson, Carlos Placencia; grand-daughter, Maria Granillo; and great-grandson, Atrous Placencia Penchie is also survived by her sister, Anna Quesada;

brother, Andy Martinez (Rosemary); sister, May Martinez; and numerous nieces and nephews.

She is preceded in death by her father, Manuel; mother, Maria; and brother, Lito.

Services will be Wednesday, July 17, 2024, with a visitation at 8:30 a.m., Rosary at 9 a.m. and a Mass of Christian Burial at 10 a.m. Services will be followed by a luncheon.

Obituaries are published free of charge. If you have an obituary you would like us to print, please submit it online at copperarea.com. Click on "Customer Service". You can also request our newspaper through the mortuary or funeral home.


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TOWN OF MAMMOTH PUBLIC NOTICE



The Mammoth Town Council is accepting "Letters of Intent" to fill one vacant council seat. This council seat expires November 2026. If you are a Mammoth resident and a Registered Voter, you are eligible to serve and help your community.

Letters of Intent will be accepted until seat is filled.

Please submit your "Letter of Intent" to serve the Town Council at the Mammoth Town Hall Administration Office, 125 N Clark Street or mail to PO Box 130, Mammoth, AZ 85618.

If you have any questions regarding this notice, please call the Town Hall at (520) 487-2331.

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Carlos Gonzalez
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Domingo 10 a.m. to 1 p.m.
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Miercoles 6 p.m.

Church of Jesus Christ of Latter-day Saints

Kearny Ward
200 Hammond Dr.

Bishop Jeremi Brewer
Sunday Morning Meetings:
Sacrament 10 a.m.
Scripture Study 11 a.m.

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Pastor Jim Bless CLM
520-548-9172

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Sunday Worship 9 a.m.

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Pastor Sandy Van Gorp
520-689-2202

Sunday Prayer 9:15-9:45 a.m.
Worship 10 a.m.
Wednesday Bible Study
& Prayer 6 p.m.

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First Baptist Church

103 W. Galiuro, Mammoth

Pastor Joe Ventimiglia
520-487-0311

Bible Study – 9 a.m.
Sunday Worship – 10 a.m.
Prayer Meeting Tues. – 3 p.m.
Movie Night Last Friday of the Month – 6 p.m.

"Fellowship on the Hill"

Kearny Church of Christ

103 Hammond Dr., Kearny

Minister George Randall

Sunday Bible Study 10 a.m.
Sunday Worship 11 a.m.
Evening Worship 6 p.m.
Wednesday Bible Study 7 p.m.

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For more information, visit us online
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Follow us on Facebook/Instagram @LWConline

Living Word Chapel-Oracle

Love, Empower & Transformed
with the Living Word

Pastor James Ruiz
520-896-2771

Join us Sundays at 8:45 or 10:30 a.m.
3941 W. Hwy. 77

For more information, visit us online
at www.lwconline.org
Follow us on Facebook/Instagram @LWConline

Oracle Assembly of God

1145 Robles Rd.
Oracle

Pastor Nathan Hogan

Sunday Morning Worship 10:30 a.m.
Sunday Kids Ministry 10:30 a.m.
Wednesday Bible Study for
Adults 6 p.m.

Oracle Church of Christ

2425 El Paseo
Oracle

Richard Ferris
520-818-6554

Sunday Bible Study 10:30 a.m.
Sunday Worship 9:30 a.m.

Oracle Seventh-Day Adventist Church

2150 Hwy 77
Oracle

Pastor Maweth Zonke
707-515-5259

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

Oracle Union Church

705 E. American Ave.
Oracle

Pastor Dr. Ed Nelson
520-784-1868

Sunday Service 10 a.m.
Wednesday Bible Study 11 a.m.
Thursday Prayer Time 11 a.m. to Noon
www.oracleunionchurch.com

Pathway of Hope Foursquare Church

3270 E. Armstrong Ln., Tucson
(Behind Golden Goose)

Pastor Karen Kelly
520-344-4417

Saturday Worship 9 a.m.
A House of Prayer, Healing & Salvation
www.pathwayofhope.net
pastorkaren@pathwayofhope.net

Presbyterian Church of Superior

100 Magma Ave., Superior
520-689-2631

Worship Service Sunday: 10 a.m.
All are welcome.

**Anonymous prayer box located at
Save Money Market. We will pray for you!**

St. Francis of Assisi Catholic Church

11 Church Ave., Superior

Fr. Peter Nwachukwu
520-689-2250

Daily Mass 8 a.m.
Sunday 8 & 10 a.m.
Confession: Sat. 4-4:45 p.m. or by req.
www.stfrancissuperior.org

San Pedro Valley Baptist Church

Dudleyville Road, Dudleyville

Eric Mathis
Interim Pastor

Thursday Prayer Meeting 5 p.m.
Sunday School 9:45 a.m.
Morning Worship 11 a.m.
Evening Worship 5 p.m.

Set Free Church

302 Danbury, Kearny

Pastor Daniel Sostre
480-645-7687

Sunday Service 10 a.m.
Followed by Fellowship Luncheon
Food Boxes Upon Request
760-238-0474

Sinners Welcome

Superior Harvest Church

Hill St. & Stone Ave., Superior

Pastor Albert M. Rodriguez
480-354-4499 H
480-329-3647 C

Sunday Morning Service 10 a.m.

Victory in Jesus

Vista United Methodist Church

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Marinated Ranchera Cuts

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Marinated Boneless Portions

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Pinal County Board of Supervisors to vote on building transfer to Town of Kearny

By Mila Besich
Copper Area News

The Town of Kearny recently had to move out of their current Town due to environmental and structural problems on the buildings. Those problems necessitated a temporary move into the Pinal County Courthouse, which the town leases from the County.

Several years ago, when the judicial court regions were redistricted, the county opted not to continue using the Kelly Haddad Pinal County Administration building in Kearny as a court, and moved the court operations to the Superior and Oracle courthouses, which left much of the building in Kearny vacant.

Currently the town is leasing some of the space in the building to small businesses, but moved the Town Hall location to the old bank building. The county has been providing janitorial and facility maintenance during the lease.

The Town of Kearny and Pinal County began looking for a more permanent solution and long term strategy that would

help the Town of Kearny grow its economic development base. The current lease also had some limitations due to Arizona Revised Statutes that prohibited sub leases and other rules pertaining to county rules and policies.

Pinal County Supervisor Jeff Serdy began working with Mayor Curtis Stacy and the Pinal County legal team to determine a path forward. Working together they determined that the building could be transferred to the Town of Kearny to improve economic development opportunities.

“The Town of Kearny has always considered the Kelly Haddad Building a town jewel. On Aug. 7, the Board of Supervisors will vote on transferring the building to the Town. This Town gem will finally be available to the residents to call their own. A big thank you goes to Mayor Curtis Stacy for his leadership and partnership in working with the county to make this a reality for the town,” said Supervisor Serdy.

The transfer will require a vote of the Pinal County Board of Supervisors at its

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False Chinch bugs invade the Copper Corridor

Thanks to a mild wet winter there is plenty to eat for the False Chinch bugs. You might have

seen them crawling around your house and yard lately. They act like ants until you pay a little

more attention to how they move and what they look like. According to the University of Arizona we do not have to worry about them.

Description:

False Chinch bugs are less than 1/4 inch long, brownish gray, narrow bodied true bugs. While immature, they have inconspicuous red markings on their body. They are sometimes confused with the beneficial insect big-eyed bugs which have wider flatter heads.

Damage:

They feed on weeds of the mustard family

Continued on page 8



False Chinch bugs can be found in and around San Manuel.

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Public Notice

NOTICE TO CREDITORS
NO. PB202400269

(For Publication) SUPERIOR COURT OF ARIZONA, PINAL COUNTY IN The Matter of the Estate of Nancy Breneman Date of Birth: October 19, 1967 Deceased. Notice is given that Samantha Simonik was appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative, c/o DOUG NEWBORN LAW FIRM, PLLC, at 7315 N. Oracle Road, Suite 230, Tucson, AZ 85704. DATED: July 1, 2024 DOUG NEWBORN LAW FIRM, PLLC /s/ Douglas J. Newborn, Esq. Attorneys for Personal Representative
7/10, 7/17, 7/24/24
CNS-3830588#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24

Public Notice

Summons

Case Number: S1100CV202401249
SUPERIOR COURT OF ARIZONA IN PINAL COUNTY Sherla Speirs Name of Plaintiff AND Donald Brehm, et al. Name of Defendant WARNING: This is an official document from the court that affects your rights. Read this carefully. If you do not understand it, contact a lawyer for help. FROM THE STATE OF ARIZONA TO: Donald Brehm 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons". 2. If you do not want a judgment or order entered against you without your input, you must file an "Answer" or a "Response" in writing with the court and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of your "Response" or "Answer" to the other party at the address listed on top of this Summons. Note: If you do not file electronically you will not have electronic access to the document in this case. 3. If this "Summons" and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, your "Response" or "Answer" must be filed within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this "Summons" and the other papers were served on you by a registered process server or the Sheriff outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete thirty (30) days after the date of the first publication. 4. You can get a copy of the court papers filed in this case from the Petitioner at the address at the top of this paper, or from the Clerk of the Superior Court. 5. Requests for reasonable accommodation for persons with disabilities must be made to the office of the judge or commissioner assigned to the case, at least ten (10) judicial days before your scheduled court date. 6. Requests for an interpreter for persons with limited English proficiency must be made to the office of the judge or commissioner assigned to the case at least ten (10) judicial days in advance of your scheduled court date. SIGNED AND SEALED this date: May 10, 2024 Rebecca Padilla Clerk of Superior Court By: MMASTERS Deputy Clerk A COPY OF THE COMPLAINT AND SUMMONS IN THIS CASE CAN BE OBTAINED FROM WILLIAM A. KOZUB, OF THE KOZUB LAW GROUP, P.C., 7537 E. McDONALD DRIVE, SCOTTSDALE, ARIZONA 85250, OR BY CALLING 480-624-2700.
7/17, 7/24, 7/31, 8/7/24
CNS-3831622#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Items are taken from the LexisNexis® Community Crime Map. Activity listed

Public Notice

Notice To Creditors/Rodney Dean Wetfels

Dickinson Wright PLLC A Professional Limited Liability Company 1850 N. Central Avenue - Suite 1400 Phoenix, Arizona 85004-4568 Telephone: (602) 285-5059 Fax: (844) 670-6009 Firm e-mail address: courtdocs@dickinson-wright.com Amber D. Hughes (#028871) AHughes@dickinson-wright.com Attorneys for Personal Representative, Nicholas Benjamin Wetfels In The Superior Court Of The State Of Arizona In And For The County Of Pinal In The Matter of the Estate of: Rodney Dean Wetfels, Deceased. No. PB2024-00257 Notice To Creditors Notice is Given that Nicholas Benjamin Wetfels was appointed Personal Representative of this estate named above (referred to as the "Estate"). All persons having claims against the estate are required to present their claims within four (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative as follows: Nicholas Benjamin Wetfels, c/o Amber D. Hughes, Esq., Dickinson Wright PLLC, 1850 N. Central - Suite 1400, Phoenix, Arizona 85004-4568. The foregoing Notice to Creditors is Dated this 8th day of July, 2024. /s/ Nicholas Benjamin Wetfels 329 North Van Ness Avenue Los Angeles, California 90004 Personal Representative Dickinson Wright PLLC By: /s/ Amber D. Hughes 1850 N. Central - Suite 1400 Phoenix, Arizona 85004-4568 Attorneys for Personal Representative, Nicholas Benjamin Wetfels
MINER Legal 7/17/24, 7/24/24, 7/31/24

Public Notice

NOTICE OF HEARING ON PETITION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP

Case Number JS22101
SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY Juvenile Department PARENT/GUARDIAN NAME(S): Christopher Lee, Jennifer Courim Petitioner Jennifer Courim In The Matter of Minor(s): Riley Grace Lee 06/08/2016 This is an important notice from the court. Read it carefully. A petition about termination of parent-child relationship has been filed with the court, and a hearing has been scheduled related to your child(ren). Your rights may be affected by the proceedings. You have a right to appear as a party in the proceeding. If you fail to participate in the court proceedings, the court may deem that you have waived your legal rights and admitted to the allegations made in the petition. Hearings may go forward in your absence and may result in the termination of your parental rights. Judicial Officer: Commissioner Thomas Marquott Hearing Date/Time: September 3, 2024 @ 9:15 am Hearing Type: Publication Hearing Location: Court Connect Remote Appearance ***video appearance preferred Court Connect Hearing: Yes Video: <https://tinyurl.com/bazmc-ju07> Phone: (917) 781-4590, Participant Code 764 718 766 # How can I prepare for the hearing? Any supporting documentation must be filed with the Clerk of Court at least seventy-two hours in advance of the set hearing date. If I have questions or concerns who can I contact? For questions concerning filing, please contact the Clerk of Court at (602) 372-5375. For questions about the hearing, contact the Juvenile Department at (602) 506-4533, Option 2 to reach the assigned Judicial Officer's staff. If you have legal questions, seek legal counsel.
7/17, 7/24, 7/31, 8/7/24
CNS-3830640#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

June 30 – July 6.

July 1

A warrant arrest was made in the area of W. Hwy. 77 and N. Rockcliffe Blvd., Oracle.

Public Notice

PUBLIC NOTICE
AVISO PUBLICO

The Town of Mammoth is accepting arguments supporting or opposing the extension of the Alternative Expenditure Limitation-Home Rule Option. Last day to submit arguments For or Against the continuation of the Alternative Expenditure Limitation for the Town of Mammoth, is August 7, 2024, by 4:00 p.m. The proposed question will be presented to the voters of Town of Mammoth for consideration at the November 5, 2024 General election. Arguments should be submitted to the Office of the Town Clerk, 125 N. Clark St., Mammoth, AZ 85618. Further information may be obtained by calling the Town Clerk's Office at (520) 487-2331. 200 words maximum. El Pueblo de Mammoth está aceptando argumentos que apoyan o se oponen a la continuación de Limitación de Gastos-Opción de Autogobierno. El último día para presentar argumentos en favor o en contra la continuación de Limitación de Gastos Alternativos para el Pueblo de Mammoth, es el Agosto 7, 2024, a las 4:00 pm. La pregunta propuesta sera presentada a los votantes en las elecciones general el Noviembre 5, 2024. Argumentos deben ser sometidos por escrito a la Oficina de la Secretaria Municipal localizada en el 125 N Clark St., Mammoth, AZ 85618 o para mas información llame al (520) 487-2331. /s/ Hector Moreno
Town Clerk/Secretaria de el Pueblo
MINER Legal 7/17/24, 7/24/24

Public Notice

NOTICE TO CREDITORS

(A.R.S. § 14-6103) In The Matter of the TEMPLETON FAMILY TRUST U/T/A DATED MARCH 10, 2020, AS AMENDED, and ELEANOR E. TEMPLETON, Deceased. NOTICE IS HEREBY GIVEN THAT ELEANOR E. TEMPLETON passed away on June 7, 2024. It is not anticipated that a Personal Representative for the Estate of ELEANOR E. TEMPLETON (the "Estate") will be appointed; however, if a Personal Representative is appointed, any claims against the Estate may be submitted to a Trustee as indicated below. All persons having claims against the TEMPLETON FAMILY TRUST U/T/A dated MARCH 10, 2020, as amended, or the Estate of ELEANOR E. TEMPLETON are required to present their claims within four (4) months after the date of the first publication of this notice or their claims will be forever barred pursuant to A.R.S. § 14-6103. Claims must be presented by delivering or mailing a written statement of the claim to TIM R. CALLAND or TERRIE A. CALLAND, Co-Trustees of the TEMPLETON FAMILY TRUST U/T/A dated MARCH 10, 2020, as amended, at 10793 E. Calle del Cascabel, Gold Canyon, Arizona 85118. DATED this 8th day of July, 2024. /s/Tim R. Calland TIM R. CALLAND 10793 E. Calle del Cascabel Gold Canyon, Arizona 85118 Co-Trustee /s/Terrie A. Calland TERRIE A. CALLAND 10793 E. Calle del Cascabel Gold Canyon, Arizona 85118 Co-Trustee PLATTNER, SCHNEIDMAN & SCHNEIDER, P.C. By: /s/Gregory W. MacNabb Gregory MacNabb 9141 East Hidden Spur Trail Scottsdale, Arizona 85255 602-274-7955 Attorneys for the co-Trustees, Tim R. Calland and Terrie A. Calland
7/17, 7/24, 7/31/24
CNS-3832874#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24

July 2

A warrant arrest was made in the area of N. Evergreen Ave. and E. American Ave., Oracle.
Assault was reported in the 500 block of S. Avenue D, San Manuel.

July 3

A warrant arrest was made in the 1500 block of N. Calle Grenada, Oracle.

Theft was reported in the 1000 block of E. American Ave., Oracle.

July 4

A warrant arrest was made in the 500 block of S. Vista Sierra St., San Manuel.

July 8

A warrant arrest was made in the area of W. Main St. and W. Second

St., San Manuel.

July 9

Assault was reported in the 32600 block of S. Redington Rd., San Manuel.

BUGS

Continued from page 7

such as London Rocket. As they reach maturity in April, they begin to cluster together in extremely high numbers in preparation for migration. They are a temporary nuisance but do little or no feeding while clustered and will move away in a short time.

Wet winters result in greater weed populations that will lead to larger populations of False Chinch Bugs.

These bugs feed on seedlings. Individual bugs do little damage to turf, but large migrations can injure or kill plants in a few hours.

Management:

Once they have reached numbers high enough to be noticeable, it is too late to do much about them. Use tight fitting doors and weather stripping to prevent entry into buildings. If they get inside sweep or vacuum them up and dispose of them. There is absolutely no point applying pesticides either outside or indoors. Once temperatures increase, the desert dries out, they move in their masses, then die off very quickly. They are at worst a temporary irritant and completely harmless.

They should be gone in a short time as the heat decreases their food supply.

Public Notice

Trustee Sale No. 31821-0003
Notice Of Trustee's Sale

Recorded: 05/16/2024 The following legally described trust property will be sold, pursuant to the power of sale under that certain deed of trust signed by MW Homes, LLC, an Arizona limited liability company, recorded on March 5, 2021 at Instrument No. 2021-003136, records of Gila County, Arizona. The trust property will be sold at public auction to the highest bidder at the front steps of the Gila County Superior Court, located at 1400 E. Ash Street, Globe, AZ 85501, on Thursday August 14, 2024 at 2:00 o'clock p.m. OF SAID DAY NOTICE: IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MAINTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER. THE SALE WILL BE FINAL AND WILL OCCUR ON THE DATE AND TIME SET FORTH ABOVE. Legal Description: See Exhibit A attached hereto Tax parcel number: 208-03-0494 Street Address/Location: 180 Bailey Street, Globe, AZ 85501 Original principal balance: \$100,000.00 Name and address of Beneficiary: Mark Purcell P.O. Box 44532 Phoenix, AZ 85064 Name and address of Original Trustor: MW Homes, LLC 5427 E. Wonderview Road Phoenix, AZ 85018 Name and address of Trustee: Andrew Abraham, Esq. Burch & Cracchiolo, P.A. 1850 N. Central Avenue #1700 Phoenix, AZ 85004 (602) 234-7611 /s/ Andrew Abraham, Esq. Manner of trustee qualification: A member of the State Bar of Arizona (ARS 33-803(A)(2)). Dated this 15th day of May, 2024. State Of Arizona) ss. County of Maricopa) This instrument was acknowledged before me this 15th day of May, 2024 by Andrew Abraham, Esq., Trustee. /s/ Stacey Doran Notary Public My Commission Expires: June 25, 2027 All persons whose interest in the Trust Property is subordinate in priority to that of the above-described Deed of Trust may be subject to having such subordinate interest terminated by this Trustee Sale. Notice: This Proceeding Is An Effort To Collect A Debt On Behalf Of The Beneficiary Under The Referenced Deed Of Trust. Any Information Obtained Will Be Used For That Purpose. Unless The Loan Is Reinstated, This Trustee's Sale Proceeding Will Result In Foreclosure Of The Subject Property. This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (see Mansour vs. Cal-Western Reconveyance Corp., 618 F.Supp.2d 1178 (D. Ariz. 2009). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will be used for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclosure on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property. Notice: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. Exhibit A Legal Description The Land Referred To Herein Below Is Situated In The County Of Gila, State Of Arizona, And Is Described As Follows: Parcel No. 1: All That Portion Of Block 74, According To The Plat Of Record In The Office Of The County Recorder Of Gila County, Arizona, Recorded In Map No. 63, More Particularly Described As Follows: Beginning At The Northeast Corner Of Block 74; Running Thence Southerly Along The Westerly Line Of Hill Street, A Distance Of 99.45 Feet; Thence Westerly Parallel With Push (Now Bailey) Street, A Distance Of 33.5 Feet; Thence Northerly Parallel With Hill Street, A Distance Of 99.45 Feet To Push (Now Bailey) Street; Thence Easterly 33.5 Feet To The Point Of Beginning, According To The Official Map Of Said Globe Townsite On File In The Office Of The County Recorder Of Gila County, Arizona. Parcel No. 2: The Land Referred To In This Commitment Is Located In Gila County, Arizona, And Is Described As: A Parcel Of Land Situate In Block 74, Globe Townsite, According To The Plat Of Record In The Office Of The County Recorder Of Gila County, Arizona, Recorded In Map No. 63, Described As Follows: Beginning At A Point On The Southerly Boundary Line Of Push Street, A Distance Of 33.50 Feet Westery From The Northeast Corner Of Block 74; Thence Southerly, Parallel With High Street, A Distance Of 99.45 Feet; Thence Westerly, Parallel With Push Street, A Distance Of 34.50 Feet; Thence Northerly, Parallel With Hill Street, A Distance Of 99.45 Feet To Push Street; Thence Easterly Along The South Line Of Push Street, A Distance Of 34.50 Feet To The Point Of Beginning. Parcel No. 3: All That Certain Premises Situated In Globe Townsite, According To The Plat Of Record In The Office Of The County Recorder Of Gila County, Arizona, Recorded In Map No. 63 And Described As Follows: To Wit: Beginning On The North Side Line Of Block 74, Globe Townsite, At A Point 50 Feet Distant, Easterly From The Northwest Corner Of Said Block 74; Thence Southerly 84 Feet Along The East Line Of Lot 4 Of Said Block 74; Thence Easterly 6.5 Feet Parallel With Bailey Street; Thence Easterly 50 Feet, More Or Less, To A Point 99.45 Feet Distant From Said Bailey Street, And 6 Feet Westerly From The West Side Line Of Lot 2 In Block 74; Thence Parallel With The Side Line Of Lot 2 And Distant Therefrom 6 Feet North Northerly 99.45 Feet To Said Bailey Street; Thence Westerly 54 Feet Along The North Side Line Of Said Block 74 To The Place Of Beginning. Parcel No. 4: That Portion Of Block 74 Of Globe Townsite, According To The Plat Of Record In The Office Of The County Recorder Of Gila County, Arizona, Recorded In Map No. 63, Described As Follows: Beginning At A Point 87.45 Feet North Of The North Side Of Mesquite Street Along A Line 6 Feet Westerly From And Parallel With The East Boundary Of Lot 3, Block 74; Thence North 12 Feet Parallel With The East Boundary Of Lot 3; Thence East 30 Feet Parallel With Mesquite Street; Thence South 12 Feet Parallel With The East Boundary Of Lot 2, Block 74; Thence West Parallel With Mesquite Street 30 Feet To The Point Of Beginning.
CBN Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24

Public Notice

**NOTICE TO CREDITORS
NO. PB202400170**

(For Publication) SUPERIOR COURT OF ARIZONA, PINAL COUNTY In the Matter of the Estate of Adrian Dennis Date of Birth: March 27, 1984 Deceased. Notice is given that Maria Smith was appointed Personal Representative of this Estate. All persons having claims against the estate are required to present their claims within four (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative, care of DOUG NEWBORN LAW FIRM, PLLC, at 7315, N. Oracle Road, Suite 230, Tucson, AZ 85704. DATED: June 21, 2024. DOUG NEWBORN LAW FIRM, PLLC /s/Douglas J. Newborn, Esq. Ronald D. Du Bois, Esq. Attorneys for Personal Representative
**7/10, 7/17, 7/24/24
CNS-3829248#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24**

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Public Notice

**DCS'S NOTICE OF HEARING ON MOTION FOR APPOINTMENT OF A PERMANENT GUARDIAN OF A MINOR CHILD
JD202300122**

(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
JOHN PATRICK SPARROW IV
d.o.b. 10/25/2016

Person(s) under 18 years of age.
TO: BILLIE WHITE SPARROW A.K.A. BILLIE BISHOP WHITE and JOHN PATRICK SPARROW III, parents and/or guardians of the above-named child.

1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian pursuant to Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.

2. The Court has set an Initial Guardianship Hearing on the 9th day of July, 2024 at 1:30 p.m., and a Publication hearing on the 27th day of August, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, AZ 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.

3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the court.
4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.

5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, 120 W. 1st Ave., 2nd Fl, Mesa, AZ 85210. The assigned Child Safety Worker is MICHELLE LUNDEEN and may be reached by telephone at (480) 825-7015.

6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.
DATED This 12th day of June, 2024.

KRISTIN K. MAYES

Attorney General

/s/ Tiffany Setters

ASSISTANT ATTORNEY GENERAL

7/10, 7/17, 7/24, 7/31/24

CNS-3828632#

SAN MANUEL MINER

MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFO: LIMITED LIABILITY COMPANY ENTITY NAME: WADE & ASSOCIATES, LLC ENTITY ID: 23682432 ENTITY TYPE: Domestic LLC EFFECTIVE DATE: 05/17/2024 CHARACTER OF BUSINESS: Other - Landscape Architecture MANAGEMENT STRUCTURE: Member-Managed PERIOD OF DURATION: Perpetual PROFESSIONAL SERVICES: N/A STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Ron J Wade PHYSICAL ADDRESS: 4220 S. Louie Lamour Dr, GOLD CANYON, AZ 85118 MAILING ADDRESS: 4220 S. Louie Lamour Dr, OLD CANYON, AZ 85118 PRINCIPAL ADDRESS: 4220 S. Louie Lamour Dr, GOLD CANYON, AZ 85118 PRINCIPALS Member: Ron Wade - 4220 S. Louie Lamour Dr, GOLD CANYON, AZ 85118, USA - rvadeasso@aol.com - Date of Taking Office: 05/01/2024 ORGANIZERS Ron J Wade: 4220 S. Louie Lamour Dr, GOLD CANYON, AZ 85118, USA, rvadeasso@aol.com SIGNATURES Authorized Agent: Ron J Wade - 05/17/2024
MINER Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

ARTICLES OF INCORPORATION NON-PROFIT CORPORATION ENTITY INFORMATION ENTITY NAME: HAYDEN POLICE HONOR GUARD ENTITY ID: 23689171 ENTITY TYPE: Domestic Nonprofit Corporation EFFECTIVE DATE: 06/04/2024 CHARACTER OF BUSINESS: Other Services (except Public Administration) CORPORATION WILL HAVE MEMBERS YES: CORPORATION WILL NOT HAVE MEMBERS NO STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Ian Uriah Murton PHYSICAL ADDRESS: 601 N Hayden Avenue HAYDEN, AZ 85135 MAILING ADDRESS: KNOWN PLACE OF BUSINESS Att: Chief Brian Marquez 601 N Hayden Avenue, HAYDEN, AZ 85135 PRINCIPAL INFORMATION Director: Brian Marquez - 601 N Hayden Avenue, HAYDEN, AZ 85135, USA - Date of Taking Office: Incorporator: Brian Marquez 601 N Hayden Avenue HAYDEN, AZ 85135, USA bmarquez@townofhaydenaz.gov - Date of Taking Office: Incorporator: Ian Uriah Murton 601 N Hayden Avenue HAYDEN, AZ 85135, USA - imurton@townofhaydenaz.gov - Date of Taking Office: SIGNATURE Incorporator: Brian Marquez 06/17/2024 Incorporator: Ian Uriah Murton 06/17/2024
CBN Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

John L. Lohr, Jr. (SBN 019876) Jackson D. Hendrix (SBN 036452) HYMSON GOLDSTEIN PANTILIAT & LOHR, PLLC 8706 E. Manzanita Drive., Suite 100 Scottsdale, Arizona 85258 Telephone: 480-991-9077 E-mail: jll@hgplaw.com jhendrix@hgplaw.com minute@hgplaw.com Attorneys for Plaintiff IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL VINCENT VOELKER, an individual, Plaintiff, v. ELLYN L. PETERS, an individual; THE ESTATE OF ELLYN L. PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF ELLYN L. PETERS; NORMAN LEO PETERS, JR., an individual; THE ESTATE OF NORMAN LEO PETERS, JR., if deceased; UNKNOWN HEIRS OF THE ESTATE OF NORMAN LEO PETERS, JR.; MICHAEL STEPHEN PETERS, an individual; THE ESTATE OF MICHAEL STEPHEN PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHAEL STEPHEN PETERS; JANE LOUISE WESTRA, an individual; THE ESTATE OF JANE LOUISE WESTRA, if deceased; UNKNOWN HEIRS OF THE ESTATE OF JANE LOUISE WESTRA; JOSH CHRISTIAN PETERS, an individual; THE ESTATE OF JOSH CHRISTIAN PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF JOSH CHRISTIAN PETERS; PINAL COUNTY TREASURER, an Arizona political subdivision; JOHN DOES I through V; JANE DOES I through V; BLACK CORPORATIONS I through V; WHITE PARTNERSHIPS I through V; and GREEN LIMITED LIABILITY COMPANIES I through V, Defendants. Case No. S1100CV202401696 SUMMONS FOR PUBLICATION THE STATE OF ARIZONA TO THE DEFENDANT: ELLYN L. PETERS, an individual; THE ESTATE OF ELLYN L. PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF ELLYN L. PETERS; NORMAN LEO PETERS, JR., an individual; THE ESTATE OF NORMAN LEO PETERS, JR., if deceased; UNKNOWN HEIRS OF THE ESTATE OF NORMAN LEO PETERS, JR.; MICHAEL STEPHEN PETERS, an individual; THE ESTATE OF MICHAEL STEPHEN PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHAEL STEPHEN PETERS; JANE LOUISE WESTRA, an individual; THE ESTATE OF MICHAEL STEPHEN PETERS; JANE LOUISE WESTRA, an individual; THE ESTATE OF JANE LOUISE WESTRA, if deceased; UNKNOWN HEIRS OF THE ESTATE OF JANE LOUISE WESTRA; JOSH CHRISTIAN PETERS, an individual; THE ESTATE OF JOSH CHRISTIAN PETERS, if deceased; UNKNOWN HEIRS OF THE ESTATE OF JOSH CHRISTIAN PETERS WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons. If you do not want a judgment taken against you without your input, you must file an Answer or a Response in writing with the court and pay the filing fee. If you do not file an Answer or Response the other party may be given the relief requested in his/her Petition or Complaint. To file your Answer or Response, take, or send, the Answer or Response to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/eFilingInformation>. Mail a copy of your Response or Answer to the other party, the Plaintiff, at the address on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the documents in this case. YOU ARE HEREBY SUMMONED and required to serve upon the attorney for the Plaintiff an answer to the Complaint which is herewith served upon you, within twenty (20) days, exclusive of the day of service, of this Summons and Complaint upon you, if served within the State of Arizona, and within thirty (30) days, exclusive of the day of service, if served without the State of Arizona. Ariz. R. Civ.P. 4, A.R.S. §§ 20-222, 28-502, 28-503. YOU ARE HEREBY NOTICED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon Plaintiff's attorney, Ariz. R. Civ.P. 10(d), A.R.S. § 12-311, Ariz. R. Civ.P. 5. REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE DIVISION ASSIGNED TO THE CASE BY PARTIES AT LEAST 3 JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING. REQUESTS FOR AN INTERPRETER FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY MUST BE MADE TO THE OFFICE OF THE JUDGE OR COMMISSIONER ASSIGNED TO THE CASE BY PARTIES AT LEAST TEN (10) JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING. The names and addresses of Plaintiff's attorneys are: John Lohr, Jr. (SBN 019876) Jackson D. Hendrix (SBN 036452) HYMSON GOLDSTEIN PANTILIAT & LOHR, PLLC 8706 E. Manzanita Dr., Suite 100 Scottsdale, Arizona 85258 SIGNED AND SEALED June 27, 2024: REBECCA PADILLA, Clerk By: ARAMOS Deputy Clerk
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice

**NOTICE TO CREDITORS BY PUBLICATION
No. PB202400292**

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of SHARON DEMARIS SANDERS, Deceased, NOTICE IS GIVEN to all creditors of the Estate that: 1. Vanessa Renea Beckman has been appointed as Personal Representative of the Estate. 2. Claims against the Estate must be presented within four months after the date of the first publication of this notice or be forever barred. 3. Claims against the Estate may be presented by delivering or mailing a written statement of the claim to Vanessa Renea Beckman, care of Leighton K. Hendrickson of Phelps LaClair, PLC, 7227 E. Baseline Road, Suite 103, Mesa, Arizona 85209. DATED This 8th day of July, 2024. Phelps LaClair, PLC By: /s/Leighton K. Hendrickson 7227 E. Baseline Road, Suite 103 Mesa, Arizona 85209 Counsel for Personal Representative
**7/17, 7/24, 7/31/24
CNS-383216#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24**

Public Notice

Jared R. Owens, Esq. (027874) THE OWENS LAW FIRM, PLLC, 200 W. Frontier St., Ste. 1, Payson, AZ 85541 Phone: (928) 472-4303 Fax: (928) 472-4309 info@owenslawaz.com Attorney for Personal Representative Grace Amber Mitchell SUPERIOR COURT OF THE STATE OF ARIZONA FOR THE COUNTY OF GILA IN THE MATTER OF THE ESTATE OF SELDEN MITCHELL, An Adult, Deceased. Case No.: PB2024-00068 NOTICE TO CREDITORS NOTICE IS HEREBY GIVEN THAT: 1. Grace Amber Mitchell was appointed Personal Representative of this Estate on June 11, 2024, and the notice to the heirs of informal appointment of personal representative was given as required by law. 2. All person having claims against the Estate who are unknown or known are required to present their claims within (4) months after the first publication of this Notice or after receipt of this Notice by mail or their claims will be forever barred. 3. Claims must be presented by delivering or mailing a written statement of the claim to Grace Amber Mitchell, Personal Representative, % The Owens Law Firm, 200 W. Frontier St. Ste. 1 Payson, Arizona 85541 RESPECTFULLY SUBMITTED this 24th day of June 2024. Jared R. Owens, Esq. Attorney for Personal Representative, Grace Amber Mitchell
CBN Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

File No. 12200.1 Title Order; G-1463-22062 NOTICE OF TRUSTEE'S SALE The following legally described trust property will be sold pursuant to the power of sale under that certain Deed of Trust dated January 30, 2020, signed March 19, 2020, and recorded on April 16, 2020, as Fee Number 2020-0236275 in the office of the County Recorder of Pinal County, Arizona. NOTICE IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder, at the Pinal County Superior Court, 971 N. Jason Lopez Circle, Building A, Florence, AZ 85132, on: Sale Date and Time: October 4, 2024 at 10:00 AM MST Legal Description: SEE ATTACHED EXHIBIT "A" Purported Street Address or Identifiable Location 349 W. 16th Avenue, Apache Junction, AZ 85120 Tax Parcel Number: 102-09-0580 Original Principal Balance: \$82,683.00 Name and Address of Current Beneficiary: Wayne Samson, Personal Representative of the Estate of Norman H. Corrivau 7519 Andrea Crescent Lantzville, BC VOR2HO CA Name(s) and Address(s) of Original Trustor(s): Chad Mead and Corrie Mead, husband and wife 349 W. 16th Avenue Apache Junction, AZ 85120 Name, Address & Telephone Number of Current Trustee/Agent: Roger C. Decker, Esq. Udaly Shumway PLC 1138 N. Alma School Road, Suite 101 Mesa, AZ 85201 (480) 461-5300 (Ext 343 or 304) The undersigned Trustee, Roger C. Decker, Attorney at Law, disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The beneficiary under the aforementioned Deed of Trust has accelerated the Note secured thereby and has declared the entire unpaid principal balance, as well as any and all other amounts due in connection with said Note and/or Deed of Trust, immediately due and payable. Said sale will be made in an "as is" condition, but without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The successor trustee herein qualifies to act as a trustee under A.R.S. §33-803(A)(2) as a member of the Arizona State Bar. The Trustee's regulator is the Arizona State Bar. /s/ Roger C. Decker Roger C. Decker, Attorney at Law (Bar #0054411) Successor Trustee STATE OF ARIZONA County of Maricopa): SS. On the 26th day of June, 2024, before me, Rachel Croisdale, a Notary Public for said state, personally appeared Roger C. Decker, personally known to me to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal /s/ Rachel Croisdale Notary Public My Commission Expires: 8/15/2025 RACHEL M. CROISDALE Notary Public- Arizona Maricopa Co./ #608578 Expires 08/15/2025 This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (see Mansour vs. Cal-Western Reconveyance Corp., 618 F. Supp.2d 1178 (D.Ariz. 2009)). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined with the Act, then you are not notified that any information obtained will be used for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclosure on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property. NOTICE: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee or the Mortgagee's attorney. SCHEDULE "A" Property Address: 349 West 16th Avenue, Apache Junction, AZ 85120 LOT 58, BLOCK 7 OF SUPERSTITION ESTATES, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN BOOK 9 OF MAPS, PAGE 36. APN: 102-09-0580
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

WILDFIRES

Continued from page 2

containment. The Freeman fire has consumed 28,026 acres and growing. Crews were conducting back burns to keep the fires from reaching structures electrical infrastructure. AZDFFM called upon multiple resources to fight the Freeman Fire with about 250 personnel assigned to the fire along with heavy aircraft support. Crews worked Friday to slow the fire spread and protect structures but there was no containment.

On Saturday, hand crews continued those operations on the north side as they worked ahead of the fire to tie in line and ultimately pinch the fire off at Willow Springs and Freeman roads. Dozer operations continue on the south

side of the fire.

Willow Springs Ranch was evacuated and at press time remained on Go status. Hayden Ranch was put on SET as the fires raged in all directions when the fire started on Thursday, July 11. The Freeman Fire is the largest fire burning in Arizona at this time.

East Fire in San Carlos: While the Copper Corridor experienced these fires raging, the community of San Carlos east of Globe experienced a human-caused fire start in their neighborhoods. This fire started in a residential area and consumed dozens of structures displacing many residents of the San Carlos Apache Tribe. The East Fire

continues to burn.

There are multiple relief operations going on as many families lost everything and have basic needs like food, clothing and shelter. At press time it was reported that the fire consumed 1,115 acres, and destroyed 13 homes. Four hundred people were evacuated and at least 75 residents have lost their homes. A state of emergency was declared by the Tribal Government and Governor Katie Hobbs has issued \$400,000 in emergency relief funds. There are massive relief efforts underway to assist the fire crews and those displaced by the fire. Donations can be delivered to San Carlos High School.

Public Notice

FRANCHISE AGREEMENT BETWEEN SOUTHWEST GAS CORPORATION AND THE TOWN OF HAYDEN, ARIZONA Section 1 – Grant of Franchise

The Town of Hayden, Arizona ("Town") hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called "Grantee"), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the Town (the "Franchise"). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, highways, and public places within the Town ("Public Rights-of-Way"). Grantee's gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or 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, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, "Gas System Facilities"). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

Section 2 – Term

The Effective Date of this Franchise shall be September 1, 2024. This Franchise shall continue and remain in full force and effect 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 August 31, 2049.

Section 3 – Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with applicable federal and state laws and regulations and established industry standards. Before Grantee makes any installations in the Public Rights-of-Way 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; provided, however, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise Town of the work performed to maintain its system and apply for a permit as soon as is practicable.

3.2 Upon reasonable notice by Town of the proposed paving of a Public Right-of-Way, Grantee shall review the Town's

proposed paving plan and, if warranted in the Grantee's judgment, extend or replace its Gas System Facilities in order to reasonably avoid the need to subsequently cut the paved Public Right-of-Way.

3.3 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement shall be subject to regulation by the applicable provisions of the Town Code in place at the time of installation. If a provision of the Town Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and Town agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are 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 Town shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 If Town undertakes, either directly or through a contractor, any construction project adjacent to Grantee's Gas System Facilities, 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 Gas System Facilities, 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 Town's contractor, at Town's cost.

Section 4 – Restoration of Public Rights-of-Way

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 improvement thereon with due diligence within a reasonable, prompt time and to a reasonably similar condition as existed at the time of the damage or disturbance and consistent with required construction standards in effect at that time. With respect to any such required repairs to Town public improvements or public property (other than public roads and related infrastructure) caused by Grantee's operations under this Franchise, Grantee shall have the option to either perform the repairs or to pay to Town, upon demand, the reasonable cost of such repairs. Unless otherwise provided for herein, Grantee shall be responsible for the costs of the restoration. Nothing in this Franchise shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or an obligation to maintain, such public road, public property or public improvement thereon.

3.5 Construction of Grantee's Gas System Facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of Grantee's Gas System Facilities pursuant to this Franchise Agreement shall be subject to regulation by the applicable provisions of the Town Code in place at the time of installation. If a provision of the Town Code is inconsistent with Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order, or regulation, then Grantee and Town agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee's Gas System Facilities are 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 Town shall not release nor make available any records to any outside party without the express, written permission of Grantee.

Section 5 – Franchise Fee

In consideration of the grant of this Franchise, Grantee must pay to the Town a franchise fee in a sum equal to two percent (2%) of the Gross Revenues (as defined below) from Grantee's sale and/or delivery of gas for all purposes to Grantee's customers within the corporate limits of Town as shown by Grantee's most current billing records ("Franchise Fee"). Grantee's Gross Revenues are derived from the revenues collected by Grantee pursuant to Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Except as otherwise provided herein, such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to Grantee's activities hereunder, including without limitation, any permitting and license fees for the construction, installation and/or maintenance of Grantee's Gas System Facilities hereunder, or for inspection thereof. Grantee's payments are due and payable to the Town thirty (30) days after the end of the calendar quarter and deemed late if payment is not received by the Town within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The Town may waive interest and penalties for reasonable cause or if casualty beyond Grantee's control renders Grantee unable to compute or estimate the liability from business records.

Section 6 – Additional Fees and Taxes

Except as otherwise provide herein, Grantee shall 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.

Section 7 – Relocation of Facilities

7.1 The Town reserves its prior right to use the Public Rights-of-Way and Town property, including the surface areas, for all Town governmental function projects funded with Town funds (including government or grant sourced funds received by Town). Grantee shall, upon written request by Town, relocate, without expense to the Town, any of Grantee's Gas System Facilities that are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project funded with Town funds to such location as the Town and Grantee agree. Grantee's Gas System Facilities shall be deemed to be in direct, physical conflict with a Town governmental function project provided that the location at which the facilities to be installed as part of the Town project are to be placed directly coincides with the physical location of Grantee's Gas System Facilities and such conflict cannot be avoided by the Town with reasonable and diligent efforts. In the event the

governmental function project is paid for totally or in part with non-Town funds, then Grantee's costs of moving its Gas System Facilities shall be borne by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost.

7.2 Town will bear the reasonable cost of relocating any of Grantee's Gas System Facilities (a) that are not in direct, physical conflict with any Town facilities that will be installed as part of a Town governmental function project (or are in direct, physical conflict but such conflict could have been avoided by the Town with reasonable and diligent efforts); or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of any project other than a governmental function project funded with Town funds.

7.3 If Grantee is required to relocate any Gas System Facilities within one year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by Town.

7.4 If Town requires Grantee to relocate Grantee's Gas System Facilities that are located in a private easement then the costs and expenditures associated with purchasing a new private easement and relocating Grantee's Gas System Facilities shall be paid by Town.

7.5 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the Town, the third party shall be responsible for the cost of such relocation and Grantee shall not be required to commence such work until such time that the third party compensates Grantee for the relocation costs in cash or other manner acceptable to Grantee.

7.6 The Town and Grantee agree that Town is not a party to disputes among permittees or other interested parties using the Public Right-of-Way.

7.7 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. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of Town when Grantee's Gas System Facilities are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project that is funded with Town funds.

In the event the governmental function 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 to the total project cost. Grantee may contract with Town contractor for such removal.

7.7.1 Prior to removal of any abandoned lines, Grantee must notify Town of its intent to remove abandoned lines and offer possession and ownership of said lines to Town. If Town elects to accept the abandoned lines, Town's acceptance shall be based solely upon Town's own inspection, investigation and analysis, and such transfer shall be on an "AS IS", "WHERE IS", basis, and without representation or warranty by Grantee. Upon such transfer, Town shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

7.7.2 Grantee must identify the location of any known abandoned lines not

accepted by Town as they exist through Blue Staking.

Section 8 – Indemnification

Town shall not be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its Gas System Facilities under this Franchise, and the acceptance of this Franchise 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, damages or any other expenses, which may be imposed on the Town by reason of the negligence, default or misconduct of Grantee in the exercise of this Franchise; provided that Grantee shall receive from Town full, complete and prompt notice of any and all such claims or demands as are hereby indemnified. In no event shall Grantee be responsible for any claims, expenses and/or losses resulting from the willful or negligent acts or omissions of the Town or its employees, agents, contractors or representatives.

Section 9 – Consent to Assignment

The right, privilege and franchise hereby granted may be assigned by Grantee, its successors and assigns, in whole or in part, to any person certified by the Arizona Corporation Commission to assume the duties and obligations of Grantee hereunder.

Section 10 – Franchise; Non-Exclusive This Franchise is non-exclusive, and nothing contained herein shall be construed to prevent Town from granting similar rights or privileges to any other person, firm or corporation.

Section 11 – 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

With a copy to: Town Attorney

To Southwest Gas Corporation:
Public Affairs Department
Southwest Gas Corporation
1600 E. Northern Avenue
Phoenix, Arizona 85020

With a copy to: Legal Affairs Department
Southwest Gas Corporation
8360 S Durango Dr.
Las Vegas, NV 89113

Section 12 – Voter Approval

This Franchise is subject to the approval of the qualified electors of the Town.

Section 13 – Independent Provisions

If any section, paragraph, clause, phrase or provision of this Franchise shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 14 – Default; Dispute Resolution

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other 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.

14.2 To further cooperation by the parties in implementing this Franchise, the Town and Grantee each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Grantee. The initial representative for the Town shall be the Town Manager and the initial representative for Grantee shall be its project manager, as identified by Grantee from time to time. The parties' representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, Town and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution 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 15 – Audit Rights

15.1 During the term of this Franchise, Town has the authority, at Town's expense, to conduct an audit of the Grantee's pertinent books and records solely to verify gross revenue and amounts payable hereunder for the prior calendar year. The audit shall be conducted in such a way as not to disrupt Grantee's business operations. This audit shall not be required more than once in a single 12-month period.

15.2 Grantee shall pay to the Town within forty-five (45) days written notice any amounts that are due to the Town as determined by any such audit of Grantee's books and records. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject to late payment interest of 12% per year.

We, the undersigned, Mayor and Town Council of the Town of Hayden, Arizona, pass and adopt this Franchise Agreement this _____ day of _____, 2024.

TOWN OF HAYDEN
By: _____, Mayor
Date: _____
ATTEST: _____, Town Clerk
APPROVED AS TO FORM:

Town Attorney
SOUTHWEST GAS CORPORATION
A California Corporation
By: _____
Date: _____
CBN Legal 6/26/24, 7/3/24, 7/10/24,
7/17/24, 7/24/24

Public Notice

ACUERDO DE FRANQUICIA ENTRE SOUTHWEST GAS CORPORATION LA CIUDAD DE WINKELMAN, ARIZONA

Sección 1: Concesión de la franquicia Mediante el presente documento, la Ciudad de Winkelman, Arizona ("Ciudad") otorga a Southwest Gas Corporation, una corporación constituida bajo las leyes del Estado de California (en lo sucesivo denominado el "Beneficiario"), sus sucesores y cesionarios, el derecho y privilegio de construir, mantener y operar su sistema de gas y sus instalaciones, tal como se define en el presente acuerdo, sobre, por encima, a lo largo, a través y bajo los Derechos de Paso Público presentes y futuros, dentro de la Ciudad (la "Concesión"). Estos Derechos de Paso Público incluyen, pero no se limitan a: las vías públicas presentes y futuras, calles, callejones, caminos, puentes, carreteras y lugares públicos dentro de la Ciudad ("**Derechos de Paso Público**"). El sistema de gas del Beneficiario tiene el propósito de suministrar gas natural, gas natural renovable, hidrógeno y/o gas artificial, incluyendo el gas fabricado por cualquier método, y/o gas que contenga una mezcla de gas natural, gas natural renovable, hidrógeno y/o gas artificial (en lo sucesivo, todos los tipos de gas se denominarán colectivamente "**gas**") a la Ciudad, sus sucesores, los habitantes de la misma y todas las personas y entidades, ya sea dentro o más allá de sus límites, para todos los fines. El sistema de gas de Beneficiario incluye un sistema de transmisión y distribución de tuberías principales, tuberías y conductos de gas, junto con todas las dependencias necesarias o deseables, incluyendo, entre otras: tuberías, laterales, líneas de servicio, bombas, pozos de acceso, medidores, manómetros, válvulas, trampas, cercas, bóvedas, reguladores, estaciones reguladoras, aparatos, accesorios y equipo relacionado, instalaciones, dependencias y/o propiedades; con el fin de suministrar gas (individual y colectivamente denominados "**Instalaciones del Sistema de Gas**"). El Beneficiario tendrá el derecho de instalar, mantener, construir, operar, usar, reparar o reemplazar cualquier o todas sus Instalaciones del Sistema de Gas de vez en cuando, según sea necesario.

Sección 2: Plazo de duración La Fecha de Entrada en Vigor de esta Concesión será el _____. Esta Concesión continuará y permanecerá en pleno vigor y efecto durante un período de veinticinco (25) años, contados a partir de la Fecha de Entrada en Vigor. A menos que se rescinda antes por acuerdo por escrito entre las partes, esta Concesión caducará el _____.

Sección 3: Construcción 3.1 El Beneficiario llevará a cabo toda construcción bajo esta Concesión, de acuerdo con las leyes y los reglamentos federales y estatales que apliquen, y las normas establecidas de la industria. Antes de que el Beneficiario realice cualquier instalación en los Derechos de Paso Público, deberá solicitar y obtener de la Ciudad cualquier permiso que esta requiera para llevar a cabo otra construcción o trabajo similar en los Derechos de Paso Público; siempre que, el Beneficiario tenga derecho a llevar a cabo, sin demora, las actividades de emergencia necesarias para proporcionar y mantener la fiabilidad y la seguridad de sus Instalaciones del Sistema de Gas. Si se requiere tal acción, el Beneficiario informará a la Ciudad sobre el trabajo realizado para mantener su sistema y solicitará un permiso tan pronto como sea posible. 3.2 Una vez que la Pueblo notifique la propuesta de pavimentar un Derecho de Paso Público, el Beneficiario revisará el plan de pavimentación y, si el Beneficiario considera que está justificado, ampliará o reemplazará sus Instalaciones del Sistema de Gas, con el fin de evitar la necesidad de cortar posteriormente el Derecho de Paso Público pavimentado. 3.3 De acuerdo con este Acuerdo de Franquicia, la construcción de las Instalaciones del Sistema de Gas del Beneficiario en relación con el control

Public Notice

del tráfico, el relleno, la compactación y la pavimentación, así como la ubicación o reubicación de las Instalaciones del Sistema de Gas del Beneficiario, estarán sujetas a reglamentos bajo las disposiciones del Código de la Pueblo que esté en vigencia en el momento de la instalación. Si una disposición del Código de la Ciudad contradice el Título 49 del Código de Reglamentos Federales o cualquier otra ley, regla, orden o norma federal o estatal de Arizona, entonces el Beneficiario y la Ciudad acuerdan que regirá el Título 49 del Código de Reglamentos Federales o dicha otra ley, regla, orden o norma federal o estatal de Arizona. De conformidad con A.R.S. § 40-360.30 (Sección 40-360.30 de los Estatutos Revisados de Arizona) y cualquier otra ley aplicable, el Beneficiario deberá mantener registros de instalación de la ubicación de todas sus Instalaciones del Sistema de Gas en los Derechos de Paso Público. Las Instalaciones del Sistema de Gas del Beneficiario se definen como infraestructura crucial del gobierno federal y, como tal, la Ciudad acepta que los registros de la ubicación o el diseño de las instalaciones de gas natural son propiedad exclusiva del Beneficiario y la Ciudad no divulgará ni pondrá a disposición ningún registro a ninguna parte externa sin el permiso expreso y por escrito del Beneficiario.

3.4 El Beneficiario no instalará, construirá, mantendrá ni utilizará sus Instalaciones del Sistema de Gas de una manera que dañe o interfiera con cualquier instalación existente de otra empresa de servicios públicos ubicada en los Derechos de Paso Público. 3.5 Previa solicitud, el Beneficiario proporcionará a la Ciudad, anualmente, el plan de capital propuesto y los planes futuros para todas las mejoras en el área de planificación de la Ciudad. La Ciudad proporcionará anualmente al Beneficiario su plan de mejora de capital propuesto.

3.6 Si la Ciudad emprende cualquier proyecto de construcción adyacente a las Instalaciones del Sistema de Gas del Beneficiario, ya sea directamente o a través de un contratista, la Ciudad deberá notificar al Beneficiario de dicho proyecto de construcción. El concesionario tomará las medidas necesarias para mantener condiciones seguras durante todo el proyecto de construcción, incluidas, entre otras, la remoción o barricada temporal de las instalaciones del sistema de gas del concesionario, cuya ubicación podría crear una condición insegura en cuanto al equipo que se utilizará o los métodos de construcción del contratista, a costo de la Ciudad.

Sección 4. Restauración de los Derechos de Paso Público

Si durante la construcción, el mantenimiento u operación de su sistema de gas, el Beneficiario daña o perturba la superficie o el subsuelo de cualquier vía pública adyacente a la propiedad pública o la mejora pública, el Beneficiario deberá restaurar la superficie o el subsuelo de la carretera pública, o de la mejora pública realizada en la misma, con la debida diligencia, dentro de un tiempo razonable y rápido, y a una condición razonablemente similar a la que existía en el momento del daño o la perturbación, de acuerdo con las normas de construcción requeridas que estén en vigencia en ese momento. Con respecto a cualquiera de tales reparaciones requeridas de las mejoras públicas de la Ciudad o la propiedad pública (que no sean las carreteras públicas y la infraestructura relacionada) causada por las operaciones del Beneficiario bajo esta Concesión, el Beneficiario tendrá la opción de realizar las reparaciones o de pagar a la Ciudad, a petición, el costo razonable de dichas reparaciones. A menos que se disponga lo contrario en el presente documento, el Beneficiario será responsable de los costos de la restauración. Nada en esta Concesión se interpretará como una obligación contractual por parte del Beneficiario que asume la jurisdicción, o como una obligación de mantener dicha vía pública, propiedad o mejora pública.

Sección 5: Tarifa de concesión 5.1 En consideración de esta Concesión de Franquicia, el Beneficiario debe pagar a la Ciudad una suma igual al 2% de los

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ingresos brutos de la venta o entrega de gas del Beneficiario, para todos los fines, a los clientes del Beneficiario dentro de los límites corporativos de la Ciudad, tal como se muestre en los registros de facturación más recientes del Beneficiario ("Ingresos Brutos"). Dicho pago reemplazará todas las tarifas y cargos pagaderos o valorables, con respecto a los permisos y licencias para la construcción, instalación y/o mantenimiento (incluidos los cortes y reparaciones de las calles) de las Instalaciones del Sistema de Gas del Beneficiario en virtud de este documento, o para la inspección de estas. Los Ingresos Brutos del Beneficiario se derivan del Cargo por Mercancías y el Cargo por Servicio Básico, según lo dispuesto en la Tarifa de Gas de Arizona del Beneficiario, que se encuentra en los archivos de la Comisión de la Corporación de Arizona, según pueda modificarse periódicamente. El Beneficiario debe pagar a la Ciudad treinta (30) días después del final del trimestre calendario y el pago se considerará atrasado, si la Ciudad no lo recibe dentro de los treinta (30) días posteriores a la fecha de vencimiento. En el caso de los pagos que no se realicen en el plazo requerido, el Beneficiario deberá pagar intereses por un monto del 1,5% mensual acumulado sobre cualquier monto que se adeude. La Ciudad podría renunciar a intereses y multas por causa justificada o si un hecho fortuito hace que el Beneficiario no pueda calcular o estimar la responsabilidad a partir de los registros comerciales. 5.2 Se agregará una multa del cinco por ciento (5%) a los pagos que no se realicen dentro del tiempo requerido luego de notificar por escrito al Beneficiario y ofrecer una oportunidad de subsanación. La Ciudad podría no exigir esta sanción por causa justificada.

Sección 6: Cargos e impuestos adicionales

Salvo que se disponga lo contrario en el presente documento, el Beneficiario deberá pagar los siguientes cargos, impuestos y tasas, según lo establecido en un código u ordenanza debidamente adoptado por la Ciudad. Impuestos generales *ad valorem* sobre la propiedad; Privilegio de transacción e impuesto de uso autorizado por la ordenanza de la Ciudad y facturado por el Beneficiario a los usuarios y consumidores de gas dentro de los límites corporativos de la Ciudad, sin reducción o compensación. Otros cargos, impuestos o tarifas que la Ciudad aplica a las empresas en general, siempre que dicho cargo, impuesto o tarifa sea una tarifa fija por año y que el monto anual no exceda el monto de tarifas similares que pagan otras empresas que operan dentro de la Ciudad.

Cargos por horas extras relacionados con inspecciones que ocurren después del horario comercial, los fines de semana o durante los feriados federales.

Sección 7: Reubicación de las instalaciones

7.1 La Ciudad se reserva el derecho previo de utilizar los "Derechos de Paso Público" y la propiedad de la Ciudad, incluyendo las áreas de superficie, para todos los proyectos de funciones gubernamentales de la Ciudad financiados con sus fondos (incluyendo los fondos de gobierno o de subvenciones). El Beneficiario, a petición por escrito de la Ciudad, deberá reubicar, sin gastos a la Ciudad, cualquiera de las Instalaciones del Sistema de Gas del Beneficiario que esté en conflicto directo y físico con las instalaciones de la Ciudad, que se instalarán como parte de un proyecto de función gubernamental de la Ciudad financiado con fondos de la Ciudad a la ubicación que la Ciudad y el Beneficiario acuerden. Se considerará que las Instalaciones del Sistema de Gas del Beneficiario están en conflicto directo y físico con un proyecto de función gubernamental de la Ciudad, si la ubicación las instalaciones que se instalarán como parte del proyecto de la Ciudad coincide directamente con la ubicación física de las Instalaciones del Sistema de Gas del Beneficiario y cuando la Ciudad no pueda evitar dicho conflicto con esfuerzos razonables y diligentes. En caso de que el proyecto de función gubernamental se pague total o

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parcialmente con fondos que no son de la Ciudad, los costos del Beneficiario de mover las Instalaciones del Sistema de Gas serán asumidos por la fuente de los fondos que no son de la Ciudad, o por la Ciudad, en la misma proporción que los fondos que no son de la Ciudad con respecto al costo total del proyecto.

7.2 La Ciudad asumirá el costo razonable de reubicar cualquiera de las Instalaciones del Sistema de Gas del Beneficiario (a) que no estén en conflicto directo y físico con ninguna instalación de la Ciudad, que se instalará como parte de un proyecto de función gubernamental de la Ciudad (o están en conflicto directo y físico, pero la Ciudad dicho podría haber evitado el conflicto con esfuerzos razonables y diligentes); o (b) cuya reubicación sea necesaria debido a la construcción de mejoras de la Ciudad o en beneficio de la Ciudad, en el marco de cualquier proyecto que no sea un proyecto de función gubernamental financiado con fondos de la Ciudad.

7.3 Si al Beneficiario se le requiere reubicar alguna Instalación del Sistema de Gas dentro de un año después de la construcción o reubicación de dichas instalaciones financiadas por el Beneficiario, la Ciudad asumirá los costos de reubicación.

7.4 Si la Ciudad requiere que el Beneficiario reubique las Instalaciones del Sistema de Gas del Beneficiario que están ubicadas en una servidumbre privada, entonces la Ciudad deberá pagar los costos y gastos asociados con la compra de una nueva servidumbre privada y la reubicación de las Instalaciones del Sistema de Gas del Beneficiario.

7.5 Si se requiere o solicita la reubicación de cualquier Instalación del Sistema de Gas debido a las acciones o inacciones de cualquier parte que no sea la Ciudad, la tercera parte será responsable del costo de dicha reubicación y el Beneficiario estará obligado a comenzar dicho trabajo hasta el momento en que la tercera parte compense al Beneficiario por los costos de reubicación en efectivo o de otra manera que sea aceptable.

7.6 La Ciudad y el Beneficiario están de acuerdo en que la Ciudad no es parte en disputas entre los autorizados u otras partes interesadas que utilicen el Derecho de Paso Público.

7.7 La Ciudad no ejercerá su derecho a exigir que las instalaciones del Beneficiario se reubiquen de manera irrazonable o arbitraria, o a evitar sus obligaciones en virtud de esta Concesión. Si la Ciudad requiere que el Beneficiario reubique las instalaciones para evitar conflictos con la instalación o reubicación de otras instalaciones de servicios públicos, la Ciudad pagará los costos y gastos asociados con la reubicación de las instalaciones.

7.8 Todas las líneas subterráneas abandonadas seguirán siendo propiedad del Beneficiario, a menos que éste reconozca específicamente lo contrario al Ingeniero de la Ciudad y que la Ciudad lo acepte. Si la Ciudad lo solicita, el Beneficiario eliminará, a sus expensas, las líneas abandonadas, cuando las Instalaciones del Sistema de Gas estén en conflicto directo y físico con las instalaciones de la Ciudad que se instalarán como parte de un proyecto de función gubernamental de la Ciudad, que se financie con fondos de la Ciudad. En el caso de que el proyecto de función gubernamental se pague total o parcialmente con fondos que no son de la Ciudad, los costos del Beneficiario de mover las líneas subterráneas abandonadas correrán por cuenta de la fuente de los fondos que no son de la Ciudad, o por la Ciudad, en la misma proporción que los fondos que no son de la Ciudad, con respecto al costo total del proyecto. El Beneficiario puede contratar al contratista de la Ciudad para dicha eliminación.

7.8.1 Antes de eliminar cualquier línea abandonada, el Beneficiario debe notificar a la Ciudad su intención de eliminar las líneas y ofrecer la posesión y propiedad a la Ciudad. Si la Ciudad decide aceptar las líneas abandonadas, la aceptación se basará en la inspección, investigación y análisis de la Ciudad, y dicha transferencia será "TAL CUAL", "DONDE ESTA", y sin representación

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o garantía del Beneficiario. Tras dicha transferencia, la Ciudad asumirá, y el Beneficiario será liberado de todas y cada una de las obligaciones o responsabilidades, con respecto a las líneas abandonadas.

7.8.2 El Beneficiario deberá identificar la ubicación de cualquier línea abandonada de su conocimiento, que la Ciudad no acepte, mediante el sistema de "Blue Staking".

Sección 8: Indemnización

De acuerdo con esta Franquicia, la Ciudad no será responsable de ningún accidente o daño que pueda ocurrir durante la construcción, operación o mantenimiento del Beneficiario de sus Instalaciones del Sistema de Gas, y el aceptar esta Franquicia se considerará el acuerdo del Beneficiario de indemnizar, defender y eximir de responsabilidad a la Ciudad de y contra toda responsabilidad, pérdida, costo, daño o cualquier otro gasto que podría imponerse a la Ciudad por razón de negligencia, incumplimiento o mala conducta del Beneficiario en el ejercicio de esta Franquicia, siempre que el Beneficiario reciba de la Ciudad un aviso completo, completo y a tiempo de todos y cada uno de los reclamos o demandas que se indemnizan por el presente. En ningún caso el Beneficiario será responsable de ningún reclamo, gasto y/o pérdida resultante de actos u omisiones intencionales o negligentes de la Ciudad.

Sección 9: Consentimiento de asignación

El Beneficiario, sus sucesores y cesionarios pueden asignar el derecho, privilegio o franquicia que se otorgan en el presente, en su totalidad o en parte, a cualquier persona certificada por la Comisión de Corporaciones de Arizona para asumir los deberes y obligaciones del Beneficiario en virtud del presente.

Sección 10: Franquicia no exclusiva

Esta Franquicia no es exclusiva, y nada de lo contenido en el presente documento se interpretará en el sentido de impedir que la Ciudad conceda derechos o privilegios similares a cualquier otra persona, empresa o corporación.

Sección 11: Notificaciones

Cualquier notificación requerida o permitida en virtud del presente documento se proporcionará por escrito, a menos que se permita o requiera expresamente lo contrario, y se considerará efectiva (i) en el momento de la entrega en mano a la persona que ocupe el cargo que se muestra en la línea de atención de la dirección como se expresa a continuación, o si dicho cargo está vacante o ya no existe, a una persona que tenga un cargo comparable, o (ii) en el tercer día hábil siguiente a su depósito en el Servicio Postal de los Estados Unidos, correo de primera clase y certificado o registrado, con recibo de devolución solicitado, franqueo prepagado, dirigido de la siguiente manera:

A la Ciudad: Town Clerk (Secretario de la Ciudad)

Attn: Gloria Ruiz

P.O. Box 386

Winkelman, AZ 85192

Con una copia a: Town Attorney

(Abogado de la Ciudad)

Attn: Nicholas Cook

1115 E. Cottonwood Ln, Suite 150

Casa Grande, AZ 85122

To Southwest Gas Corporation: Public

Affairs Department (Departamento de

Asuntos Públicos)

Southwest Gas Corporation

1600 E. Northern Avenue

Phoenix, Arizona 85020

Con una copia a: Legal Affairs

Department (Departamento de Asuntos

Jurídicos)

Southwest Gas Corporation

8360 S Durango Dr.

Las Vegas, NV 89113

Sección 12: Aprobación de los votantes

Esta Concesión está sujeta a la

aprobación de los electores calificados de la Ciudad.

Sección 13: Disposiciones independientes

Si alguna sección, párrafo, cláusula, frase o disposición de este Acuerdo de Franquicia se declara inválida o inconstitucional, la misma no afectará a la validez de esta Concesión en su conjunto o a ninguna parte de las disposiciones

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de la misma que no sea la parte que se declare inválida o inconstitucional.

Sección 14: Incumplimiento; Resolución de disputas

14.1 La falta o retraso irrazonable, por parte de cualquiera de las partes, en cumplir con cualquier término o disposición de este Acuerdo, durante un período de diez (10) días después de la notificación escrita de la otra parte, constituirá un incumplimiento en virtud de este Acuerdo. Si el incumplimiento es de una naturaleza que no se puede remediar dentro de los diez (10) días, la corrección se iniciará dentro de dicho período y se llevará a cabo diligentemente hasta su finalización. La notificación deberá especificar la naturaleza del presunto incumplimiento y la manera en que el incumplimiento se puede remediar de manera satisfactoria. En caso de incumplimiento del presente acuerdo por cualquiera de las partes, la parte que no ha incumplido tendrá derecho a todas las soluciones tanto de ley como de equidad, incluyendo, sin limitación, el cumplimiento específico.

14.2 Para promover la cooperación entre las partes en la implementación de esta Concesión, la Ciudad y el Beneficiario designarán y nombrarán a un representante para que actúe como enlace entre la Ciudad y sus diversos departamentos, y el Beneficiario. El representante inicial de la Ciudad será el Gerente de la Ciudad y el representante inicial del Beneficiario será su gerente de proyecto, según lo identifique el Beneficiario de vez en cuando. Los representantes de las partes estarán disponibles en todo momento para discutir y revisar el desempeño de las partes bajo este Acuerdo de Franquicia.

14.3 Si la Ciudad y el Beneficiario no pueden resolver una disputa que surja en virtud de esta Concesión, las partes acuerdan intentar resolverla a través de la mediación antes de recurrir a arbitraje, litigio u otro procedimiento de resolución de disputas. En el caso de que las partes no puedan ponerse de acuerdo sobre la selección de un mediador en un plazo de siete (7) días, cualquiera de las partes puede solicitar al Juez Presidente del Tribunal Superior del Condado de Yuma que asigne un mediador, de una lista de mediadores del Grupo Municipal de Retención de Riesgos de Arizona.

Sección 15: Derechos de auditoría 15.1 Durante la vigencia de esta Franquicia, la Ciudad tiene la autoridad, a su cargo, de realizar una auditoría de los libros y registros pertinentes del Beneficiario únicamente para verificar los ingresos brutos y los montos pagaderos del año calendario anterior en virtud del presente. La auditoría se llevará a cabo de tal manera que no interrumpa las operaciones comerciales del Beneficiario. Esta auditoría no se requerirá más de una vez en un solo período de 12 meses.

15.2 El Beneficiario deberá pagar cualquier monto adeudado a la Ciudad dentro de los cuarenta y cinco (45) días de la notificación por escrito según lo determine dicha auditoría de los libros y registros. El reembolso por pagos insuficientes como resultado de lo que se encuentre en la auditoría se identificará como pagos atrasados y estará sujeto a intereses de demora del 12% anual.

15.3 Si la auditoría determina que el Beneficiario ha pagado de menos a la Ciudad en un 10% o más de los montos adeudados (excluyendo las multas), el Beneficiario reembolsará a la Ciudad los costos y gastos relacionados con la auditoría.

Nosotros, los abajo firmantes, la Municipalidad de la Ciudad de Winkelman, Arizona, aprobamos y adoptamos este Acuerdo de Franquicia este día de _____

CIUDAD DE WINKELMAN

Por: Louis Bracamonte, Alcalde

Fecha: _____

DA FE: Gloria Ruiz, Secretaria de la

Ciudad

APROBADO SEGÚN EL FORMULARIO:

Nicholas Cook, Abogado de la Ciudad

SOUTHWEST GAS CORPORATION

una corporación de California

Por: _____

Fecha: _____

CBN Legal 6/26/24, 7/3/24, 7/10/24,

7/17/24, 7/24/24

SHOP LOCAL. BUY LOCAL. SUPPORT LOCAL.

Public Notice**DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD201700031R SUPP**

(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
ITZEL YANET GARCIA
d.o.b. 05/26/2024

Person under 18 years of age.
TO: ANDREA HERNANDEZ A.K.A. ANDREA DELUNA, MARLON JOHN GARCIA, parents and/or guardians of the above-named child.

1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.

2. The Court has set an Initial hearing on the 16th day of July, 2024 at 2:30 p.m. and a Publication hearing on the 10th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: WILLIAM F. BEVINS, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Tanisha Gonzalez and may be reached by telephone at (520) 858-8860.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 27th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/S/William F. Bevins
WILLIAM F. BEVINS
Assistant Attorney General
7/10, 7/17, 7/24, 7/31/24
CNS-3828781#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice**DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400064**

(Honorable Karen F Palmer)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
ARYAM LILLYANN CORONEL
d.o.b. 07/13/2012

Person under 18 years of age.
TO: MAYRA JUDITH SANCHEZ, ABRAHAM THERON CORONEL, parents and/or guardians of the above-named child.

1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.

2. The Court has set an Initial hearing on the 23rd day of July, 2024 at 11:00 a.m. and a Publication hearing on the 24th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Karen F. Palmer for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: RICHARD D. DAULT, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Alysha Wilson and may be reached by telephone at (602) 329-4767.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 27th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/S/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
7/10, 7/17, 7/24, 7/31/24
CNS-3828947#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice**DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400052**

(Honorable Lawrence M Wharton)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
NEVAEH RAE KALLINA
d.o.b. 07/16/2007

RHYLI JAY MITCHELL KALLINA
d.o.b. 04/25/2010
Person(s) under 18 years of age.
TO: MEAGAN ANN DAILY and SETH MITCHELL KALLINA parents and/or guardians of the above-named children.

1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.

2. The Court has set an Initial hearing on the 9th day of July, 2024 at 11:00 a.m., and a Publication hearing on the 3rd day of September, 2024 at 9:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Lawrence M Wharton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

3. You and your children are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your children dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Katya Solis and may be reached by telephone at (480) 373-2083.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 28th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/S/ Tiffany Setters
TIFFANY SETTERS
Assistant Attorney General
7/10, 7/17, 7/24, 7/31/24
CNS-3829443#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice**DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400054**

(Honorable Lawrence M Wharton)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
CARLY JAYNE PHELPS-ELLMER
d.o.b. 02/15/2012

Person under 18 years of age.
TO: SHANNON RENEE PHELPS, CASEY ADAM ELLMER, LEANDRA PHELPS, and TERRY PHELPS, parents and/or guardians of the above-named child.

1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.

2. The Court has set a Publication hearing on the 10th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Lawrence M Wharton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: ROBERT B. HOLYA, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Ashlee McDaniel and may be reached by telephone at (480) 373-2178.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 28th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/S/ Robert Holya
ROBERT B. HOLYA
Assistant Attorney General
7/10, 7/17, 7/24, 7/31/24
CNS-3829513#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice**DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400056**

(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
ISLA NEVAEH MORENO
d.o.b. 09/20/2021

EZRA ENRIQUEZ BUSTOS
d.o.b. 01/11/2024
Person(s) under 18 years of age.
TO: LISSETTE VIVIANA MORENO, MARK ANTHONY BUSTOS, and ROBERT CHACON A.K.A. MARIO CHACON, parents and/or guardians of the above-named children.

1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.

2. The Court has set a Publication hearing on the 27th day of August, 2024 at 9:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

3. You and your children are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established.

5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your children dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804.

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Shawna Foster and may be reached by telephone at (480) 373-2163.

7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public.

DATED this 2nd day of July, 2024.
KRISTIN K. MAYES
Attorney General
/S/ Tiffany Setters
TIFFANY SETTERS
Assistant Attorney General
7/10, 7/17, 7/24, 7/31/24
CNS-3830017#
SAN MANUEL MINER
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Hot Freight Haulers LLC File No. 23696486 II. The address of the known place of business is: 454 West Palo Verde Ave. Coolidge, AZ 85128 III. The name and street address of the Statutory Agent is: Anthony Leak 454 West Palo Verde Ave. Coolidge, AZ 85128 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 person who owns a twenty percent or greater interest in the capital or profits of the limited liability company are: Anthony Leak manager **MINER Legal 7/3/24, 7/10/24, 7/17/24**

Public Notice

THOMAS G. ASIMOU, SBA #018977
MEAGAN M. POLLNOW, SBA #028841
LEAH FAIBISOFF, SBA #039116
ASIMOU & ASSOCIATES, PLC 5070 NORTH 40TH STREET, SUITE 135 PHOENIX, ARIZONA 85018 Ph: (602) 604-0011 Fax: (602) 445-3686 tom@asimoulaw.com Attorneys for Camelback Fiduciary, LLC (License No. 20812)

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA In the Matter of the Estate of: LARRY BRUCE JAMES, Deceased. AND THE JAMES FAMILY TRUST U/A/D September 16, 1988 Case No. PB2021-004553 NOTICE OF APPEARANCE HEARING (Assigned to Honorable Elizabeth Bingert) WARNING This is a legal notice; your rights may be affected. [Este es un aviso legal. Sus derechos podrian ser afectados.] You are not required to attend this hearing. However if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date OR you or your attorney must attend the hearing by following the instructions provided in this notice. Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing: (1) The Court may grant the relief requested in the petition without further proceedings, and (2) You will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes. NOTICE IS HEREBY GIVEN that Thomas G. Asimou, Esq. and Meagan M. Pollnow, Esq., of the law firm Asimou & Associates, PLC, attorneys for Successor Trustee, Camelback Fiduciary, LLC (License No. 20812), have filed with the above-referenced Court a Petition to Approve Sale of Real Property (hereinafter "Petition").

The basis of this Petition is for Successor Trustee to sell the real property located at 208 S. Rim Club Drive, Payson 85541, which is legally described as: Lot 37, OF THE RIM GOLF CLUB, PHASE ONE, according to the Plat of Record in the Office of the County Recorder of Gila County, Arizona, Recorded in Map(s) No. 713 through 713EE. As set forth in the Petition, the Proposed Sales price of the real Property is a sum of approximately \$1,025,000.00, subject to higher bids received at the hearing on the Petition. An appearance hearing has been set to consider the Petition on the 23rd day of July, 2024, at the hour of 9:30 a.m. before the Honorable Elizabeth Bingert 101 W. Jefferson Street, East Court Building 513, Phoenix, Arizona 85003, telephone number (602) 372-0270. The hearing will be conducted via Court Connect. The information for Court Connect is as follows: tinyurl.com/jbazzmc-pc02 OR Dial-in: +1 971-781-4590 Conference ID: 454 344 082# RESPECTFULLY SUBMITTED this 3 day of July, 2024.

ASIMOV & ASSOCIATES, PLC /s/ By: Thomas G. Asimou, Esq. Meagan M. Pollnow, Esq. Leah Faibisoff, Esq. Attorneys for Camelback Fiduciary, LLC (License No. 20812) Original of the foregoing filed this 3 day of July 2024, with the Clerk of the Court Copy hand-delivered to: Honorable Elizabeth Bingert Maricopa County Superior Court-ECB 101 W. Jefferson Street, Courtroom 513 Phoenix, AZ 85003 /s/ Illegible

CBN Legal 7/10/24, 7/17/24, 7/24/24

Public Notice

John Pineda 3933 W Aster Dr Phoenix AZ 85029 pro per Michael G. Angel, AZCLDP No. 81856 Legal Resource Center, AZCLDP No. 81733 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL Marcelina Medrano Pineda, Deceased Case No. PB202400330 NOTICE OF HEARING IN PROBATE 1. NOTICE IS GIVEN that Petitioner has filed with the Court the following Petition and other Court documents: DANIEL THORUP Petition for Formal Adjudication of Intestacy, Determination of Heirs and Appointment of Personal Representative True and complete copies of these documents are enclosed with this notice or may be obtained from any Pinal County Superior Court Location. 2. COURT HEARING. A court hearing has been scheduled to consider the Petition and matters in the court papers as follows: Date and Time: Tuesday, August 6, 2024 @ 9:30 am Judicial Officer DANIEL THORUP This notice has been given by John Pineda, in the capacity of Petitioner. COPIES SENT pursuant to ARS §§1401401-14-1403 this date to these persons, in these capacities. NAME Rose P. Roy ADDRESS 1249 E 11th St Casa Grande AZ 85122 Date: 6/13/2024 /s/ John Pineda John Pineda. MINER Legal 7/10/24, 7/17/24, 7/24/24

Public Notice

SUMMONS

CASE NO. S1100CV202400851
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL Heartland Coolidge Community Association Plaintiff(s), v. C & S Holdings, LLC Defendant(s). v. C & S Holdings, LLC WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE. 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons. 2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 971 Jason Lopez Circle Building A, Florence, Arizona 85132 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the documents in this case. 3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding. GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of PINAL, SIGNED AND SEALED this Date: April 3, 2024 Rebecca Padilla Clerk of Superior Court By: MMASTERS Deputy Clerk Requests for an interpreter for persons with limited English proficiency must be made to the division assigned to the case by the party needing the interpreter and/or translator or his/her counsel at least ten (10) judicial days in advance of a scheduled court proceeding. A copy of the Summons and Complaint may be obtained by contacting Plaintiff's attorney, Warren W Nikolaus, at Maxwell & Morgan, 4854 East Baseline Road Suite 104, Mesa, AZ 85206, (480)833-1001 7/3, 7/10, 7/17, 7/24/24
CNS-3827509#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Graphic Valley Designs LLC File No. 23677921 II. The address of the known place of business is: 802 West Love Road, San Tan Valley, AZ 85143 III. The name and street address of the Statutory Agent is: Soane Mahina 802 West Love Road, San Tan Valley, AZ 85143 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Soane Mahina 802 West Love Road, San Tan Valley, AZ 85143 member
MINER Legal 7/10/24, 7/17/24, 7/24/24

Public Notice

Notice Of Trustee's Sale

Recorded: 05/31/2024 The following legally described trust property will be sold pursuant to the power of sale under that certain Deed of Trust recorded at Instrument No. 2020-023641 in the records of Pinal County, Arizona. NOTICE - IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE. STOPPING THE SALE NO LATER THAN 5:00 P.M., MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL and occur at public auction to the highest bidder at the main entrance to the Superior Court Building, 971 N. Jason Lopez Circle, Bldg. A, Florence, AZ 85132, on Thursday, the 5th day of September, 2024, at the hour of 10:00 o'clock a.m. of said day. Said sale will be made in an "as is" condition, but without covenant or warranty, express or implied, regarding title, possession of encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as proved in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. Property Location: 43632 W. Askew Drive, Maricopa, Arizona 85138. (The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.) Legal Description: Lot 46, Parcel 5 of Villages at Rancho El Dorado, according to Cabinet D, Slide 147, records of Pinal County, Arizona. Tax Parcel Number: 512-04-401. Original Principal Balance: \$220,830.00 Name And Address Of The Current Beneficiary: Allan G. Hutchison CPA PC PSP, 3548 N. 164th Ave. Goodyear, AZ 8539511856 N. 142nd Street, Scottsdale, Arizona 85259-3791. Name And Address Of The Original Trustor(s): Maltie Asha Smeh, an unmarried woman, 43632 W. Askew Drive, Maricopa, Arizona 85138-8922 Name And Address Of The Trustee: James S. Ferlmann, Esq., 919 N. Dysart Road, Suite F, Avondale, AZ 85323, (623) 932-0430. Manner Of Trustee Qualification: Member of the Arizona State Bar. Name Of Trustee's Regulator: State Bar of Arizona. Dated this 31st day of May, 2024. Signature Of Trustee: /s/ James S. Ferlmann, Esq. State Of Arizona) s. County of Maricopa) Subscribed, Sworn To And Acknowledged before me this 31st day of May, 2024, by James S. Ferlmann, Trustee, /s/ Debbie L. Malone Notary Public My Commission Expires December 26, 2026 Notary Expiration Date Notice: This proceeding is an effort to collect a debt on behalf of the beneficiary under the referenced Deed of Trust. Any information obtained will be used for that purpose. Unless the loan is reinstated, this Trustee's Sale will result in foreclosure of the subject property.
MINER Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24

Public Notice

TS 24-100

Notice Of Trustee's Sale

Recorded: 06/11/2024 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded in the office of the County Recorder of Pinal County, Arizona, 4/25/2022 in Pinal County, Arizona Recorder's Number 2022-049241. NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE'S SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE'S SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5 PM MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR AT PUBLIC AUCTION TO THE HIGHEST BIDDER BY THE MAIN ENTRANCE TO THE ARIZONA SUPERIOR COURT BUILDING, 971 JASON LOPEZ CIRCLE, BUILDING A, FLORENCE, ARIZONA 85132 ON SEPTEMBER 11, 2024, AT 11:00 AM ARIZONA TIME: Property in Pinal County, State of Arizona, described as: See attached Exhibit A for Legal Description According To The Deed Of Trust Or Information Supplied By The Beneficiary. The Following Information Is Provided Pursant To A.R.S. § 33-808 (C): Name And Address Of Trustor: T.T. 88 Group LLC, An Arizona Limited Liability Company, 37222 N Tom Darlington Dr, Unit 11, Carefree, Az, 85377 Original Principal Balance: \$770,000.00 Tax Parcel Number: 104-92-056 Beneficiaries: Playmakers, LLC, as to an undivided 56%, and Paradise Wire and Cable DBPP, as to an undivided 44%, both Arizona Limited Liability Companies. C/O Hanson Capital, LLC, 1825 W. Knudsen Dr, Suite 130B Phoenix, AZ 85027. Identifiable Location: 3204 S Ponderosa Dr. Gold Canyon, Az 85118 Name And Address Of Trustee (as of date of recording of sale): Ronald B. Herb, licensed real estate broker 5420 W Onyx Ave. Glendale, AZ 85302. 602-488-1349 ronaherdb@gmail.com Qualifications To Be Trustee: Licensed Real Estate Broker in Arizona. Agency Regulation Trustee. Arizona Dept. of Real Estate. Dated 6-5-24 /s/ Ronald B. Herb-Trustee State Of Arizona) s County Of Maricopa) Acknowledged before me on 6-5-24 by Ronald B. Herb, licensed real estate broker and trustee of the above described deed of trust. /s/ Robert Tolliver Notary Public My Commission Expires January 3, 2025 Exhibit A Legal Description Lot 56, of Ponderosa Village At Supersition Foothills, according to the Plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet C, Slide 10, and Affidavits of Correction recorded May 1, 1998 in Recording No: 1998-017084, and in Recording No: 1998-024008, both of official records. Except 1/16 of all gas, oil, metals and Mineral rights, as set forth in ARS 37-231, Subsection C, as reserved in the Patent from the State of Arizona recorded in Docket 763, Page 149. Except 1/16th of all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, Coal, metals, minerals, fossils, fertilizer of every name and and description, together with all uranium, thorium, or any other materials which May be determined to be particularly essential to the production of fissionable materials as provided by ARS 37-231, as reserved in the patent from the State of Arizona recorded in Docket 1047, Page 668, and in Docket 988, Page 285; and in Docket 1226, Page 175; and in Docket 1216, Page 254; and in Docket 968, Page 158; and in Docket 968, Page 160; and in Docket 1031, Page 105; and in Docket 1029, Page 670.

MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Makai Show LLC File No. 23677143 II. The address of the known place of business is: 802 West Love Road, San Tan Valley, AZ 85143 III. The name and street address of the Statutory Agent is: Soane Mahina 802 West Love Road, San Tan Valley, AZ 85143 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Soane Mahina member
MINER Legal 7/10/24, 7/17/24, 7/24/24

Public Notice

DCS'S NOTICE OF HEARING ON MOTION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP NO. JD202100223 SUPP

(Honorable Lawrence M Wharton) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: RAELYNN PATIENCE MORGAN d.o.b. 11/16/2023 Person under 18 years of age. TO: MATTHEW ROSS MORGAN, parent and/or guardian of the above-named child.

1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Termination of Parent-Child Relationship under Title 8, of the Arizona Revised Statutes and Rule 351 of the Arizona Rules of Procedure for the Juvenile Court.
2. The Court has set an Initial hearing on the 13th day of August, 2024, at 9:00 a.m., and a Publication hearing on the 13th day of August, 2024, at 9:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Lawrence M Wharton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Motion.
3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.
4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or termination adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear without good cause, the hearing may go forward in your absence and may result in termination of your parental rights based upon the record and the evidence presented to the Court.
5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Termination of Parent-Child Relationship and Notice of Hearing by submitting a written request to: ROBERT B. HOLYA, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned child safety worker is Nicole Mata and may be reached by telephone at (480) 858-7180.

6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.
7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 13th day of June, 2024.

KRISTIN K. MAYES
Attorney General
/S/ Robert Holya
ROBERT B. HOLYA
Assistant Attorney General
6/26, 7/3, 7/10, 7/17/24
CNS-3824424#
SAN MANUEL MINER
MINER Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24

Public Notice

NOTICE TO OFFERORS Scoreboards, Signs and Related Products

Request for Proposal # 25-05P

1GPA will receive responses electronically via OpenGov Procurement at: <https://procurement.opengov.com/portal/1GPA> Until August 13, 2024 @ 11:00 AM MST, Arizona Time Electronic sealed responses are required and will be publicly opened through Zoom immediately following the deadline for receiving responses. See the solicitation for more information. Solicitations may be downloaded online at the link above. For additional information please contact Jen Stam at 866-306-3893 or jstam@1gpa.org
MINER Legal 7/10/24, 7/17/24

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Public Notice

John L. Lohr, Jr. (SBN 019876) Jackson D. Hendrix (SBN 036452) HYMSON GOLDSTEIN PANTILIAT & LOHR, PLLC 8706 E. Manzanita Drive., Suite 100 Scottsdale, Arizona 85258 Telephone: 480-991-9077 E-mail: jl@hgplaw.com jhendrix@hgplaw.com minute@hgplaw.com Attorneys for Plaintiff IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL DFF INVESTMENTS, LLC, an Arizona limited liability company, Plaintiff, v. TED F. NUNEZ, JR., an individual; THE ESTATE OF TED F. NUNEZ, JR., if deceased; UNKNOWN HEIRS OF THE ESTATE OF TED F. NUNEZ, JR.; MICHAEL E. NUNEZ, an individual; THE ESTATE OF MICHAEL E. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHAEL E. NUNEZ; MICHELLE NUNEZ, a known heir of THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF MICHELLE NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHELLE NUNEZ; MARK NUNEZ, a known heir of THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF MARK NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MARK NUNEZ; GABRIEL NUNEZ, a known heir of THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF GABRIEL NUNEZ., if deceased; UNKNOWN HEIRS OF THE ESTATE OF GABRIEL NUNEZ.; ROY G. NUNEZ, an individual; THE ESTATE OF ROY G. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF ROY G. NUNEZ; DIANA BYRD, a known heir of THE ESTATE OF ROY G. NUNEZ; THE ESTATE OF DIANA BYRD, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DIANA BYRD; DONNA WRIGHT, a known heir of THE ESTATE OF ROY G. NUNEZ; ESTATE OF DONNA WRIGHT; DENISE BEVERAGE, a known heir of THE ESTATE OF ROY G. NUNEZ; THE ESTATE OF DENISE BEVERAGE, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DENISE BEVERAGE; DAVID L. NUNEZ, an individual; THE ESTATE OF DAVID L. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DAVID L. NUNEZ; TOWN OF SUPERIOR, an Arizona political subdivision; PINAL COUNTY TREASURER, an Arizona political subdivision; JOHN DOES I through V; JANE DOES I through V; BLACK CORPORATIONS I through V; WHITE PARTNERSHIPS I through V; and GREEN LIMITED LIABILITY COMPANIES I through V; Defendants. Case No. S1100CV202401624 SUMMONS FOR PUBLICATION THE STATE OF ARIZONA TO THE DEFENDANT: TED F. NUNEZ, JR., an individual; THE ESTATE OF TED F. NUNEZ, JR., if deceased; UNKNOWN HEIRS OF THE ESTATE OF TED F. NUNEZ, JR.; MICHAEL E. NUNEZ, an individual; THE ESTATE OF MICHAEL E. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHAEL E. NUNEZ; MICHELLE NUNEZ, a known heir of THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF MICHELLE NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHELLE NUNEZ; MARK NUNEZ, a known heir of THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF MARK NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF MICHAEL E. NUNEZ; THE ESTATE OF GABRIEL NUNEZ.; ROY G. NUNEZ, an individual; THE ESTATE OF ROY G. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF ROY G. NUNEZ; DIANA BYRD, a known heir of THE ESTATE OF ROY G. NUNEZ; THE ESTATE OF DIANA BYRD, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DIANA BYRD; DONNA WRIGHT, a known heir of THE ESTATE OF ROY G. NUNEZ; ESTATE OF DONNA WRIGHT, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DONNA WRIGHT; DENISE BEVERAGE, a known heir of THE ESTATE OF ROY G. NUNEZ; THE ESTATE OF DENISE BEVERAGE, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DENISE BEVERAGE; DAVID L. NUNEZ, an individual; THE ESTATE OF DAVID L. NUNEZ, if deceased; UNKNOWN HEIRS OF THE ESTATE OF DAVID L. NUNEZ WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons. If you do not want a judgment taken against you without your input, you must file an Answer or a Response in writing with the court and pay the filing fee. If you do not file an Answer or Response the other party may be given the relief requested in his/her Petition or Complaint. To file your Answer or Response, take, or send, the Answer of Response to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/efilinginformation>. Mail a copy of your Response or Answer to the other party, the Plaintiff, at the address on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the documents in this case. YOU ARE HEREBY SUMMONED and required to serve upon the attorney for the Plaintiff an answer to the Complaint which is herewith served upon you, within twenty (20) days, exclusive of the day of service, of this Summons and Complaint upon you, if served within the State of Arizona, and within thirty (30) days, exclusive of the day of service, if served without the State of Arizona. Ariz.R.Civ.P. 4; A.R.S. §§ 20-222, 28-502, 28-503. YOU ARE HEREBY NOTICED that in case of your failure to appear and defend within the time applicable, judgment by default may be rendered against you for the relief demanded in the Complaint. YOU ARE CAUTIONED that in order to appear and defend, you must file an Answer or proper response in writing with the Clerk of this Court, accompanied by the necessary filing fee, within the time required, and you are required to serve a copy of any Answer or response upon Plaintiff's attorney. Ariz.R.Civ.P. 10(d); A.R.S. § 12-311; Ariz.R.Civ.P. 5. REQUESTS FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE DIVISION ASSIGNED TO THE CASE BY PARTIES AT LEAST 3 JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING. REQUESTS FOR AN INTERPRETER FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY MUST BE MADE TO THE OFFICE OF THE JUDGE OR COMMISSIONER ASSIGNED TO THE CASE BY PARTIES AT LEAST TEN (10) JUDICIAL DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING. The names and addresses of Plaintiff's attorneys are: John Lohr, Jr. (SBN 019876) Jackson D. Hendrix (SBN 036452) HYMSON GOLDSTEIN PANTILIAT & LOHR, PLLC 8706 E. Manzanita Dr., Suite 100 Scottsdale, Arizona 85258 SIGNED AND SEALED June 19, 2024: REBECCA PADILLA, Clerk By: EMARISCAL Deputy Clerk

MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

HADDAD BUILDING

Continued from page 7

Aug. 7 meeting. The board will consider the transfer of the building per ARS 11-254.04 to provide opportunities for small business start-ups and support for community based programs.

“The time is right for us as a Board to consider transferring the building to the Town of Kearny. The Town can do so much more with it than we as a county can; it can be a real asset to Kearny when, frankly, it is a financial burden for

Pinal County. I would be so very pleased to help the Kearny community, and excited to see the opportunities this facility can create for the betterment of local residents,” said Serdy.

“I’m very grateful to Supervisor Serdy for his cooperation and for taking this to the Board of Supervisors for consideration next month,” said Curtis Stacy, Mayor of Kearny. “Kearny is experiencing much-needed growth, and the acquisition of the Kelly Haddad Administration

Building will assist in the retention of current jobs and create new job opportunities, enhancing the economic welfare of Pinal County.”

Once the resolution to transfer the building is complete, the Town will begin evaluating any remodeling that may be needed and utilizing the space for small business start ups which will add additional commerce spaces in the downtown area of Kearny.

Public Notice

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

Section 1 – Grant of Franchise
The Town of Winkelman, Arizona (“Town”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “Grantee”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the Town (the “Franchise”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, highways, and public places within the Town (“Public Rights-of-Way”). Grantee’s gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or 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, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “Gas System Facilities”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

Section 2 – Term

The Effective Date of this Franchise shall be . This Franchise shall continue and remain in full force and effect 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

Section 3 – Construction

3.1 Grantee shall perform all construction under this Franchise in accordance with applicable federal and state laws and regulations and established industry standards. Before Grantee makes any installations in the Public Rights-of-Way, 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; provided, however, Grantee shall have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Gas System Facilities. If such action is required, Grantee shall advise Town of the work performed to maintain its system and apply for a permit as soon as is practicable.

3.2 Upon reasonable notice by Town of the proposed paving of a Public Right-of-Way, Grantee shall review the Town’s proposed paving plan and, if warranted in the Grantee’s judgment, extend or replace its Gas System Facilities in order to reasonably avoid the need to subsequently cut the paved Public Right-

of-Way.
3.3 Construction of Grantee’s Gas System Facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of Grantee’s Gas System Facilities pursuant to this Franchise Agreement shall be subject to regulation by the applicable provisions of the Town Code in place at the time of installation. If a provision of the Town Code is superseded by Title 49 of the Code of Federal Regulations or any other applicable federal or Arizona state law, rule, order or regulation, then Grantee and Town agree that Title 49 of the Code of Federal Regulations or the other applicable federal, or Arizona state law, rule, order or regulation shall govern. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall maintain installation records of the location of all its Gas System Facilities in the Public Rights-of-Way. Grantee’s Gas System Facilities are 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 Town shall not release nor make available any records to any outside party without the express, written permission of Grantee.

3.4 Grantee shall not install, construct, maintain or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another utility located in the Public Right-of-Way.
3.5 Upon request, Grantee shall 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 its proposed capital improvement plan on an annual basis.

3.6 If Town undertakes, either directly or through a contractor, any construction project adjacent to Grantee’s Gas System Facilities, 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 Gas System Facilities, 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 Town’s contractor, at Town’s cost.

Section 4 – Restoration of Public Rights-of-Way

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 improvement thereon with due diligence within a reasonable, prompt time and to a reasonably similar condition as existed at the time of the damage or disturbance and consistent with required construction standards in effect at that time. With respect to any such required repairs to Town public improvements or public property (other than public roads and related infrastructure) caused by Grantee’s operations under this Franchise, Grantee shall have the option to either perform the repairs or to pay to Town, upon demand, the reasonable cost of such repairs. Unless otherwise provided for herein, Grantee shall be responsible for the costs of the restoration. Nothing in this Franchise shall be construed as constituting a contractual obligation on the part of Grantee that assumes jurisdiction over, or an obligation to maintain, such

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public road, public property or public improvement thereon.

Section 5 – Franchise Fee
5.1 In consideration of the grant of this Franchise, Grantee must pay to Town a sum equal to 2% of the Gross Revenues of Grantee from Grantee’s sale or delivery of gas for all purposes to Grantee’s customers within the corporate limits of Town as shown by Grantee’s most current billing records (“Gross Revenues”). Such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to permits and licenses for the construction, installation and/or maintenance (including street cuts and street repairs) of Grantee’s Gas System Facilities hereunder or for inspection thereof. Grantee’s Gross Revenues are derived from Grantee’s Commodity Charge and Basic Service Charge, as provided in the Grantee’s Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Grantee’s payments are due and payable to the Town thirty (30) days after the end of the calendar quarter and deemed late if not payment is not received by the Town within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The Town may waive interest and penalties for reasonable cause or if casualty renders Grantee unable to compute or estimate the liability from business records.

5.2 A five percent (5%) penalty will be added to payments not made within the required time following written notice to Grantee and an opportunity to cure. This penalty can be waived by the Town for reasonable cause.

Section 6 – Additional Fees and Taxes

Except as otherwise provide herein, Grantee shall 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.

D. Overtime charges related to inspections that occur after business hours, on weekends, or during Federal holidays.
Section 7 – Relocation of Facilities

7.1 The Town reserves its prior right to use the Public Rights-of-Way and Town property, including the surface areas, for all Town governmental function projects funded with Town funds (including government or grant sourced funds received by Town). Grantee shall, upon written request by Town, relocate, without expense to the Town, any of Grantee’s Gas System Facilities that are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project funded with Town funds to such location as the Town and Grantee agree. Grantee’s Gas System Facilities shall be deemed to be in direct, physical conflict with a Town governmental function project provided that the location at which the facilities to be installed as part of the Town project are to be placed directly coincides with the physical location of Grantee’s Gas System Facilities and such conflict cannot be avoided by the Town with reasonable

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and diligent efforts. In the event the governmental function project is paid for totally or in part with non-Town funds, then Grantee’s costs of moving its Gas System Facilities shall be borne by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost.

7.2 Town will bear the reasonable cost of relocating any of Grantee’s Gas System Facilities (a) that are not in direct, physical conflict with any Town facilities that will be installed as part of a Town governmental function project (or are in direct, physical conflict but such conflict could have been avoided by the Town with reasonable and diligent efforts); or (b) the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of any project other than a governmental function project funded with Town funds.

7.3 If Grantee is required to relocate any Gas System Facilities within one year of construction or relocation of such facilities paid for by Grantee, the costs of relocation shall be borne by Town.

7.4 If Town requires Grantee to relocate Grantee’s Gas System Facilities that are located in a private easement then the costs and expenditures associated with purchasing a new private easement and relocating Grantee’s Gas System Facilities shall be paid by Town.

7.5 If relocation of any Gas System Facilities is required or requested due to the actions or inactions of any party other than the Town, the third party shall be responsible for the cost of such relocation and Grantee shall not be required to commence such work until such time that the third party compensates Grantee for the relocation costs in cash or other manner acceptable to Grantee.

7.6 The Town and Grantee agree that Town is not a party to disputes among permittees or other interested parties using the Public Right-of-Way.

7.7 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.

7.8 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. Grantee shall remove, at Grantee’s sole cost, abandoned lines at the request of Town when Grantee’s Gas System Facilities are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project that is funded with Town funds. In the event the governmental function 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 to the total project cost. Grantee may contract with Town contractor for such removal.

7.8.1 Prior to removal of any abandoned lines, Grantee must notify Town of its intent to remove abandoned lines and offer possession and ownership of said lines to Town. If Town elects to accept the abandoned lines, Town’s acceptance shall be based solely upon Town’s own inspection, investigation and analysis, and such transfer shall be on an “AS IS”, “WHERE IS”, basis, and without representation or warranty by Grantee.

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Upon such transfer, Town shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.
7.8.2 Grantee must identify the location of any known abandoned lines not accepted by Town as they exist through Blue Staking.

Section 8 – Indemnification

Town shall not be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its Gas System Facilities under this Franchise, and the acceptance of this Franchise shall be deemed an agreement on the part of Grantee to indemnify, defend and hold harmless the Town from and against any and all liability, loss, costs, damages or any other expenses, which may be imposed on the Town by reason of the negligence, default or misconduct of Grantee in the exercise of this Franchise; provided that Grantee shall receive from Town full, complete and prompt notice of any and all such claims or demands as are hereby indemnified. In no event shall Grantee be responsible for any claims, expenses and/or losses resulting from the willful or negligent acts or omissions of the Town.

Section 9 – Consent to Assignment

The right, privilege and franchise hereby granted may be assigned by Grantee, its successors and assigns, in whole or in part, to any person certified by the Arizona Corporation Commission to assume the duties and obligations of Grantee hereunder.

Section 10 – Franchise: Non-Exclusive

This Franchise is non-exclusive, and nothing contained herein shall be construed to prevent Town from granting similar rights or privileges to any other person, firm or corporation.

Section 11 – 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 Clerk

Attn: Gloria Ruiz

P.O. Box 386

Winkelman, AZ 85192

With a copy to: Town Attorney

Attn: Nicholas Cook

1115 E. Cottonwood Ln, Suite 150

Casa Grande, AZ 85122

To Southwest Gas Corporation: Public

Affairs Department

Southwest Gas Corporation

1600 E. Northern Avenue

Phoenix, Arizona 85020

With a copy to: Legal Affairs Department

Southwest Gas Corporation

8360 S Durango Dr.

Las Vegas, NV 89113

Section 12 – Voter Approval

This Franchise is subject to the approval of the qualified electors of the Town.

Section 13 – Independent Provisions

If any section, paragraph, clause, phrase or provision of this Franchise shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 14 – Default; Dispute Resolution

Public Notice

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other 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.

14.2 To further cooperation by the parties in implementing this Franchise, the Town and Grantee each shall designate and appoint a representative to act as a liaison between the Town and its various departments and Grantee. The initial representative for the Town shall be the Town Manager and the initial representative for Grantee shall be its project manager, as identified by Grantee from time to time. The parties’ representatives shall be available at all reasonable times to discuss and review the performance of the parties under this Franchise.

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, Town and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution 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 15 – Audit Rights

15.1 During the term of this Franchise, Town has the authority, at Town’s expense, to conduct an audit of the Grantee’s pertinent books and records solely to verify gross revenue and amounts payable hereunder for the prior calendar year. The audit shall be conducted in such a way as not to disrupt Grantee’s business operations. This audit shall not be required more than once in a single 12-month period.

15.2 Grantee shall pay to the Town within forty-five (45) days written notice any amounts that are due to the Town as determined by any such audit of Grantee’s books and records. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject to late payment interest of 12% per year.

15.3 If an audit determines Grantee has underpaid the City by 10% or more of amounts due (excluding penalties), Grantee will reimburse the City for the cost and expenses related to the audit. We, the undersigned, Mayor and Town Council of the Town of Winkelman, Arizona, pass and adopt this Franchise Agreement this ____ day of

TOWN OF WINKELMAN

By: Louis Bracamonte,

Mayor

Date:

ATTEST: Gloria Ruiz, Town Clerk

APPROVED AS TO FORM: Nicholas

Cook, Town Attorney

SOUTHWEST GAS CORPORATION

A California Corporation

By: _____

Date: _____

CBN Legal 6/26/24, 7/3/24, 7/10/24,

7/17/24, 7/24/24

Have a service man or woman you'd like us to recognize? We are proud to support our military and will publish the information at no charge. Email information to: cbnsun@minersunbasin.com

Public Notice

ACUERDO DE FRANQUICIA ENTRE SOUTHWEST GAS CORPORATION

LA CIUDAD DE HAYDEN, ARIZONA

Sección 1: Concesión de la franquicia

Mediante el presente documento, la Ciudad de Hayden, Arizona ("Ciudad") otorga a Southwest Gas Corporation, una corporación constituida bajo las leyes del Estado de California (en lo sucesivo denominado el "Beneficiario"), sus sucesores y cesionarios, el derecho y privilegio de construir, mantener y operar su sistema de gas y sus instalaciones, tal como se define en el presente acuerdo, sobre, por encima, a lo largo, a través y bajo los Derechos de Paso Público presentes y futuros, dentro de la Ciudad (la "Concesión"). Estos Derechos de Paso Público incluyen, pero no se limitan a: las vías públicas presentes y futuras, calles, callejones, caminos, puentes, carreteras y lugares públicos dentro de la Ciudad ("Derechos de Paso Público").

El sistema de gas del Beneficiario tiene el propósito de suministrar gas natural, gas natural renovable, hidrógeno y/o gas artificial, incluyendo el gas fabricado por cualquier método, y/o gas que contenga una mezcla de gas natural, gas natural renovable, hidrógeno y/o gas artificial (en lo sucesivo, todos los tipos de gas se denominarán colectivamente "gas") a la Ciudad, sus sucesores, los habitantes de la misma y todas las personas y entidades, ya sea dentro o más allá de sus límites, para todos los fines. El sistema de gas de Beneficiario incluye un sistema de transmisión y distribución de tuberías principales, tuberías y conductos de gas, junto con todas las dependencias necesarias o deseables, incluyendo, entre otras: tuberías, laterales, líneas de servicio, bombas, pozos de acceso, medidores, manómetros, válvulas, trampas, cercas, bóvedas, reguladores, estaciones reguladoras, aparatos, accesorios y equipo relacionado, instalaciones, dependencias y/o propiedades; con el fin de suministrar gas (individual y colectivamente denominados "Instalaciones del Sistema de Gas"). El Beneficiario tendrá el derecho de instalar, mantener, construir, operar, usar, reparar o reemplazar cualquier o todas sus Instalaciones del Sistema de Gas de vez en cuando, según sea necesario.

Sección 2: Plazo de duración

La Fecha de Entrada en Vigor de esta Concesión será el 1 de septiembre de 2024. Esta Concesión continuará y permanecerá en pleno vigor y efecto durante un periodo de veinticinco (25) años, contados a partir de la Fecha de Entrada en Vigor. A menos que se rescinda antes por acuerdo por escrito entre las partes, esta Concesión caducará el 31 de agosto de 2049.

Sección 3: Construcción

3.1 El Beneficiario llevará a cabo toda construcción bajo esta Concesión, de acuerdo con las leyes y los reglamentos federales y estatales que apliquen, y las normas establecidas de la industria. Antes de que el Beneficiario realice cualquier instalación en los Derechos de Paso Público, deberá solicitar y obtener de la Ciudad cualquier permiso que esta requiera para llevar a cabo otra construcción o trabajo similar en los Derechos de Paso Público, siempre que, el Beneficiario tenga derecho a llevar a cabo, sin demora, las actividades de emergencia necesarias para proporcionar y mantener la fiabilidad y la seguridad de sus Instalaciones del Sistema de Gas. Si se requiere tal acción, el Beneficiario informará a la Ciudad sobre el trabajo realizado para mantener su sistema y solicitará un permiso tan pronto como sea posible.

3.2 Una vez que la Pueblo notifique la propuesta de pavimentar un Derecho de Paso Público, el Beneficiario revisará el plan de pavimentación y, si el Beneficiario considera que está justificado, ampliará o reemplazará sus Instalaciones del Sistema de Gas, con el fin de evitar la necesidad de cortar posteriormente el

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Derecho de Paso Público pavimentado. 3.3 De acuerdo con este Acuerdo de Franquicia, la construcción de las Instalaciones del Sistema de Gas del Beneficiario en relación con el control del tráfico, el relleno, la compactación y la pavimentación, así como la ubicación o reubicación de las Instalaciones del Sistema de Gas del Beneficiario, estarán sujetas a reglamentos bajo las disposiciones del Código de la Pueblo que esté en vigencia en el momento de la instalación. Si una disposición del Código de la Ciudad contradice el Título 49 del Código de Reglamentos Federales o cualquier otra ley, regla, orden o norma federal o estatal de Arizona, entonces el Beneficiario y la Ciudad acuerdan que regirá el Título 49 del Código de Reglamentos Federales o dicha otra ley, regla, orden o norma federal o estatal de Arizona. De conformidad con A.R.S. § 40-360.30 (Sección 40-360.30 de los Estatutos Revisados de Arizona) y cualquier otra ley aplicable, el Beneficiario deberá mantener registros de instalación de la ubicación de todas sus Instalaciones del Sistema de Gas en los Derechos de Paso Público. Las Instalaciones del Sistema de Gas del Beneficiario se definen como infraestructura crucial del gobierno federal y, como tal, la Ciudad acepta que los registros de la ubicación o el diseño de las instalaciones de gas natural son propiedad exclusiva del Beneficiario y la Ciudad no divulgará ni pondrá a disposición ningún registro a ninguna parte externa sin el permiso expreso y por escrito del Beneficiario.

3.4 Si la Ciudad emprende cualquier proyecto de construcción adyacente a las Instalaciones del Sistema de Gas del Beneficiario, ya sea directamente o a través de un contratista, la Ciudad deberá notificar al Beneficiario de dicho proyecto de construcción. El concesionario tomará las medidas necesarias para mantener condiciones seguras durante todo el proyecto de construcción, incluidas, entre otras, la remoción o barricada temporal de las instalaciones del sistema de gas del concesionario, cuya ubicación podría crear una condición insegura en cuanto al equipo que se utilizará o los métodos de construcción del contratista, a costo de la Ciudad.

Sección 4: Restauración de los Derechos de Paso Público

Si durante la construcción, el mantenimiento u operación de su sistema de gas, el Beneficiario daña o perturba la superficie o el subsuelo de cualquier vía pública adyacente a la propiedad pública o la mejora pública, el Beneficiario deberá restaurar la superficie o el subsuelo de la carretera pública, o de la mejora pública realizada en la misma, con la debida diligencia, dentro de un tiempo razonable y rápido, y a una condición razonablemente similar a la que existía en el momento del daño o la perturbación, de acuerdo con las normas de construcción requeridas que estén en vigencia en ese momento. Con respecto a cualquiera de tales reparaciones requeridas de las mejoras públicas de la Ciudad o la propiedad pública (que no sean las carreteras públicas y la infraestructura relacionada) causada por las operaciones del Beneficiario bajo esta Concesión, el Beneficiario tendrá la opción de realizar las reparaciones o de pagar a la Ciudad, a petición, el costo razonable de dichas reparaciones. A menos que se disponga lo contrario en el presente documento, el Beneficiario será responsable de los costos de la restauración. Nada en esta Concesión se interpretará como una obligación contractual por parte del Beneficiario que asume la jurisdicción, o como una obligación de mantener dicha vía pública, propiedad o mejora pública.

Sección 5: Tarifa de concesión
En consideración de esta Concesión de Franquicia, el Beneficiario debe pagar a la Ciudad una suma igual al 2% de los ingresos brutos (como se define a continuación) de la venta o entrega de gas del Beneficiario, para todos los fines,

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a los clientes del Beneficiario dentro de los límites corporativos de la Ciudad, tal como se muestre en los registros de facturación más recientes del Beneficiario ("Ingresos Brutos"). Los ingresos brutos del Beneficiario derivan de los ingresos recaudados de conformidad con el cargo por productos básicos y el cargo por servicio básico, según lo dispuesto en la Tarifa de gas de Arizona del Beneficiario archivada en la Comisión de Corporaciones de Arizona, la cual podría modificarse de vez en cuando. Salvo que se disponga lo contrario en el presente documento, dicho pago sustituirá todos los honorarios y cargos pagaderos o evaluables con respecto a las actividades del Beneficiario en virtud del presente, incluidos, entre otros, cualquier permiso y tarifa de licencia para la construcción, instalación y/o mantenimiento del Sistema de Gas del Beneficiario, o para inspección de estas. Los pagos del Beneficiario vencen y se deben realizar a la Ciudad treinta (30) días después del final del trimestre calendario y se consideran atrasados si la Ciudad no recibe el pago dentro de los treinta (30) días de la fecha de vencimiento. En el caso de los pagos que no se realicen en el plazo requerido, el Beneficiario deberá pagar intereses por un monto del 1,5% mensual acumulado sobre cualquier monto adeudado. La Ciudad puede renunciar a intereses y multas por causa razonable o si un hecho fuera del control del Beneficiario hace que no pueda calcular o estimar la responsabilidad a partir de los registros comerciales.

Sección 6: Cargos e impuestos adicionales

Salvo que se disponga lo contrario en el presente documento, el Beneficiario deberá pagar los siguientes cargos, impuestos y tasas, según lo establecido en un código u ordenanza debidamente adoptado por la Ciudad. Impuestos generales *ad valorem* sobre la propiedad; Privilegio de transacción e impuesto de uso autorizado por la ordenanza de la Ciudad y facturado por el Beneficiario a los usuarios y consumidores de gas dentro de los límites corporativos de la Ciudad, sin reducción o compensación. Otros cargos, impuestos o tarifas que la Ciudad aplica a las empresas en general, siempre que dicho cargo, impuesto o tarifa sea una tarifa fija por año y que el monto anual no exceda el monto de tarifas similares que pagan otras empresas que operan dentro de la Ciudad.

Sección 7: Reubicación de las instalaciones

7.1 La Ciudad se reserva el derecho previo de utilizar los "Derechos de Paso Público" y la propiedad de la Ciudad, incluyendo las áreas de superficie, para todos los proyectos de funciones gubernamentales de la Ciudad financiados con sus fondos (incluyendo los fondos de gobierno o de subvenciones). El Beneficiario, a petición por escrito de la Ciudad, deberá reubicar, sin gastos a la Ciudad, cualquiera de las Instalaciones del Sistema de Gas del Beneficiario que esté en conflicto directo y físico con las instalaciones de la Ciudad, que se instalarán como parte de un proyecto de función gubernamental de la Ciudad financiado con fondos de la Ciudad a la ubicación que la Ciudad y el Beneficiario acuerden. Se considerará que las Instalaciones del Sistema de Gas del Beneficiario están en conflicto directo y físico con un proyecto de función gubernamental de la Ciudad, si la ubicación las instalaciones que se instalarán como parte del proyecto de la Ciudad coincide directamente con la ubicación física de las Instalaciones del Sistema de Gas del Beneficiario y cuando la Ciudad no pueda evitar dicho conflicto con esfuerzos razonables y diligentes. En caso de que el proyecto de función gubernamental se pague total o parcialmente con fondos que no son de la Ciudad, los costos del Beneficiario de mover las Instalaciones del Sistema de

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Gas serán asumidos por la fuente de los fondos que no son de la Ciudad, o por la Ciudad, en la misma proporción que los fondos que no son de la Ciudad con respecto al costo total del proyecto.

7.2 La Ciudad asumirá el costo razonable de reubicar cualquiera de las Instalaciones del Sistema de Gas del Beneficiario (a) que no estén en conflicto directo y físico con ninguna instalación de la Ciudad, que se instalará como parte de un proyecto de función gubernamental de la Ciudad (o están en conflicto directo y físico, pero la Ciudad dicho podría haber evitado el conflicto con esfuerzos razonables y diligentes); o (b) cuya reubicación sea necesaria debido a la construcción de mejoras de la Ciudad o en beneficio de la Ciudad, en el marco de cualquier proyecto que no sea un proyecto de función gubernamental financiado con fondos de la Ciudad.

7.3 Si al Beneficiario se le requiere reubicar alguna Instalación del Sistema de Gas dentro de un año después de la construcción o reubicación de dichas instalaciones financiadas por el Beneficiario, la Ciudad asumirá los costos de reubicación.

7.4 Si la Ciudad requiere que el Beneficiario reubique las Instalaciones del Sistema de Gas del Beneficiario que están ubicadas en una servidumbre privada, entonces la Ciudad deberá pagar los costos y gastos asociados con la compra de una nueva servidumbre privada y la reubicación de las Instalaciones del Sistema de Gas del Beneficiario.

7.5 Si se requiere o solicita la reubicación de cualquier Instalación del Sistema de Gas debido a las acciones o inacciones de cualquier parte que no sea la Ciudad, la tercera parte será responsable del costo de dicha reubicación y el Beneficiario no estará obligado a comenzar dicho trabajo hasta el momento en que la tercera parte compense al Beneficiario por los costos de reubicación en efectivo o de otra manera que sea aceptable.

7.6 La Ciudad y el Beneficiario están de acuerdo en que la Ciudad no es parte en disputas entre los autorizados u otras partes interesadas que utilicen el Derecho de Paso Público.

7.7 Todas las líneas subterráneas abandonadas seguirán siendo propiedad del Beneficiario, a menos que éste reconozca específicamente lo contrario al Ingeniero de la Ciudad y que la Ciudad lo acepte. Si la Ciudad lo solicita, el Beneficiario eliminará, a sus expensas, las líneas abandonadas, cuando las Instalaciones del Sistema de Gas estén en conflicto directo y físico con las instalaciones de la Ciudad que se instalarán como parte de un proyecto de función gubernamental de la Ciudad, que se financie con fondos de la Ciudad. En el caso de que el proyecto de función gubernamental se pague total o parcialmente con fondos que no son de la Ciudad, los costos del Beneficiario de mover las líneas subterráneas abandonadas correrán por cuenta de la fuente de los fondos que no son de la Ciudad, o por la Ciudad, en la misma proporción que los fondos que no son de la Ciudad, con respecto al costo total del proyecto. El Beneficiario puede contratar al contratista de la Ciudad para dicha eliminación.

7.7.1 Antes de eliminar cualquier línea abandonada, el Beneficiario debe notificar a la Ciudad su intención de eliminar las líneas y ofrecer la posesión y propiedad a la Ciudad. Si la Ciudad decide aceptar las líneas abandonadas, la aceptación se basará en la inspección, investigación y análisis de la Ciudad, y dicha transferencia será "TAL CUAL", "DONDE ESTÁ", y sin representación o garantía del Beneficiario. Tras dicha transferencia, la Ciudad asumirá, y el Beneficiario será liberado de todas y cada una de las obligaciones o responsabilidades, con respecto a las líneas abandonadas.

7.7.2 El Beneficiario deberá identificar la ubicación de cualquier línea abandonada de su conocimiento, que la Ciudad no

acepte, mediante el sistema de "Blue Staking".

Sección 8: Indemnización

De acuerdo con esta Franquicia, la Ciudad no será responsable de ningún accidente o daño que pudiera ocurrir durante la construcción, operación o mantenimiento del Beneficiario de sus Instalaciones del Sistema de Gas, y al aceptar esta Franquicia el Beneficiario acuerda indemnizar y eximir de responsabilidad a la Ciudad de toda responsabilidad, pérdida, costo, daño o cualquier otro gasto que se pudiera imponer a la Ciudad por motivo de negligencia, incumplimiento o mala conducta del Beneficiario en el ejercicio de esta Franquicia; siempre que el Beneficiario reciba de la Ciudad un aviso completo y a tiempo de todos y cada uno de los reclamos o demandas que se indemnizan por el presente. En ningún caso el Beneficiario será responsable de ningún reclamo, gasto y/o pérdida que resulten de actos u omisiones intencionales o negligentes de la Ciudad o sus empleados, agentes, contratistas o representantes.

Sección 9: Consentimiento de asignación

El Beneficiario, sus sucesores y cesionarios pueden asignar el derecho, privilegio y franquicia que se otorgan en el presente, en su totalidad o en parte, a cualquier persona certificada por la Comisión de Corporaciones de Arizona para asumir los deberes y obligaciones del Beneficiario en virtud del presente.

Sección 10: Franquicia no exclusiva

Esta Franquicia no es exclusiva, y nada de lo contenido en el presente documento se interpretará en el sentido de impedir que la Ciudad conceda derechos o privilegios similares a cualquier otra persona, empresa o corporación.

Sección 11: Notificaciones

Cualquier notificación requerida o permitida en virtud del presente documento se proporcionará por escrito, a menos que se permita o requiera expresamente lo contrario, y se considerará efectiva (i) en el momento de la entrega en mano a la persona que ocupe el cargo que se muestra en la línea de atención de la dirección como se expresa a continuación; o si dicho cargo está vacante o ya no existe, a una persona que tenga un cargo comparable; o (ii) en el tercer día hábil siguiente a su depósito en el Servicio Postal de los Estados Unidos, correo de primera clase y certificado o registrado, con recibo de devolución solicitado, franco prepagado, dirigido de la siguiente manera:

A la Ciudad: Town Manager (Alcalde de la Ciudad)

Con una copia a: Town Attorney (Abogado de la Ciudad)

To Southwest Gas Corporation: Public Affairs Department (Departamento de Asuntos Públicos)

Southwest Gas Corporation

1600 E. Northern Avenue

Phoenix, Arizona 85020

Con una copia a: Legal Affairs Department (Departamento de Asuntos Jurídicos)

Southwest Gas Corporation

8360 S Durango Dr.

Las Vegas, NV 89113

Sección 12: Aprobación de los votantes

Esta Concesión está sujeta a la aprobación de los electores calificados de la Ciudad.

Sección 13: Disposiciones independientes

Si alguna sección, párrafo, cláusula, frase o disposición de este Acuerdo de Franquicia se declara inválida o inconstitucional, la misma no afectará la validez de esta Concesión en su conjunto o a ninguna parte de las disposiciones de la misma que no sea la parte que se

declare inválida o inconstitucional.

Sección 14: Incumplimiento; Resolución de disputas

14.1 La falta o retraso irrazonable, por parte de cualquiera de las partes, en cumplir con cualquier término o disposición de este Acuerdo, durante un periodo de diez (10) días después de la notificación escrita de la otra parte, constituirá un incumplimiento en virtud de este Acuerdo. Si el incumplimiento es de una naturaleza que no se puede remediar dentro de los diez (10) días, la corrección se iniciará dentro de dicho periodo y se llevará a cabo diligentemente hasta su finalización. La notificación deberá especificar la naturaleza del presunto incumplimiento y la manera en que el incumplimiento se puede remediar de manera satisfactoria. En caso de incumplimiento del presente acuerdo por cualquiera de las partes, la parte que no ha incumplido tendrá derecho a todas las soluciones tanto de ley como de equidad, incluyendo, sin limitación, el cumplimiento específico.

14.2 Para promover la cooperación entre las partes en la implementación de esta Concesión, la Ciudad y el Beneficiario designarán y nombrarán a un representante para que actúe como enlace entre la Ciudad y sus diversos departamentos, y el Beneficiario. El representante inicial de la Ciudad será el Gerente de la Ciudad y el representante inicial del Beneficiario será su gerente de proyecto, según lo identifique el Beneficiario de vez en cuando. Los representantes de las partes estarán disponibles en todo momento para discutir y revisar el desempeño de las partes bajo este Acuerdo de Franquicia.

14.3 Si la Ciudad y el Beneficiario no pueden resolver una disputa que surja en virtud de esta Concesión, las partes acuerdan intentar resolverla a través de la mediación antes de recurrir a arbitraje, litigio u otro procedimiento de resolución de disputas. En el caso de que las partes no puedan ponerse de acuerdo sobre la selección de un mediador en un plazo de siete (7) días, cualquiera de las partes puede solicitar al Juez Presidente del Tribunal Superior del Condado de Yuma que asigne un mediador, de una lista de mediadores del Grupo Municipal de Retención de Riesgos de Arizona.

Sección 15: Derechos de auditoría

15.1 Durante la vigencia de esta Franquicia, la Ciudad tiene la autoridad, a su cargo, de realizar una auditoría de los libros y registros pertinentes del Beneficiario únicamente para verificar los ingresos brutos y los montos pagaderos del año calendario anterior en virtud del presente. La auditoría se llevará a cabo de tal manera que no interrumpa las operaciones comerciales del Beneficiario. Esta auditoría no se requerirá más de una vez en un solo periodo de 12 meses.

15.2 El Beneficiario deberá pagar cualquier monto adeudado a la Ciudad dentro de los cuarenta y cinco (45) días de la notificación por escrito según lo determine dicha auditoría de los libros y registros. El reembolso por pagos insuficientes como resultado de lo que se encuentre en la auditoría se identificará como pagos atrasados y estará sujeto a intereses de demora del 12% anual. Nosotros, los abajo firmantes, la Municipalidad de la Ciudad de Hayden, Arizona, aprobamos y adoptamos este Acuerdo de Franquicia este ____ día de

CIUDAD DE HAYDEN

Por: _____, Alcalde

Fecha: _____, Secretario de la Ciudad

APROBADO SEGÚN EL FORMULARIO:

_____ Abogado de la Ciudad

SOUTHWEST GAS CORPORATION una corporación de California

Por: _____

Fecha: _____

CBN Legal 6/26/24, 7/3/24, 7/10/24,

7/17/24, 7/24/24

Public Notice**FRANCHISE AGREEMENT
BETWEEN ARIZONA PUBLIC SERVICE COMPANY
AND WINKELMAN, ARIZONA****Section 1. - Grant of Franchise:**

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the Town of Winkelman, Arizona (herein called "Town"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of Town's public rights-of-way to supply and deliver electric energy to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to Town or to any street lighting improvement district within Town shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise includes the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee's lessee shall apply for and obtain a separate license from Town.

Town shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which Town has erroneously exercised jurisdiction.

Section 2. - Grantee's Compliance with Town Code; Plans Submitted for Approval; Town Construction near Grantee's Facilities:

Town expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to, pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with applicable codes and ordinances of Town with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. Except in emergency circumstances, prior to commencing any work in a Right-of-Way, Grantee and/or any contractors of Grantee shall obtain all necessary permits for such work in accordance with Town Code in effect at the time of permitting. Town and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify Town prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way.

If Town authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, Town shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 et. seq. as amended).

Public Notice**Section 3. - Construction and Relocation of Grantee's Facilities; Payment:**

Representatives of the Town and Grantee shall, during the entire term of this Franchise, meet at least once in each calendar year, or more often if necessary, to review any projects involving the construction or modification of Town Right-of-Way. The Town shall provide the Grantee annually with its 5-year capital improvement plan, if done so by the Town, in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of Grantee, if any, for such projects. Neither party shall finalize the design of any facility without providing the other party notice as set forth in Section 15 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their existing facilities and the other party's proposed facilities, said party shall immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict.

When Grantee intends to replace, upgrade, or install new lines overhead, the Town may request estimates for the undergrounding of such replacement lines, upgrades or new lines, including lines to be adjusted for road improvements or for specific projects addressed at the annual planning meeting, as referenced in this section. When requested, the Grantee will provide to the Town two estimates: 1) an estimate for the cost of the project with overhead construction and 2) an estimate for the cost of the project with underground construction. The Town will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the Town chooses underground construction for the project, the Town will be responsible for the incremental cost of undergrounding, defined as the differential between the estimate for underground construction and the estimate for overhead construction. Within a reasonable period of time after receipt of the payment for the incremental cost of undergrounding, the Grantee will install the underground facilities. The Grantee reserves the right to bill for the amount that the incremental cost associated with installation exceeds its estimate. The Town reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the Town wishes to have a line not scheduled for replacement or upgrade placed underground, the Town shall contact the Grantee to make such a request. The Town shall be responsible for the entire costs related to this work.

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, 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 rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by Town. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall provide Town's Engineer, or designee, with corrected drawings showing the location of the underground facilities in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to Town the actual location of such new or relocated facilities in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution facilities constructed within Town, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution facilities will be

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issued at no cost under this Franchise.

A. If Town requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Town's acquisition of said property from which the facilities must be relocated, the cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Town's or a contractor of Town carrying out of Town's governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or Town's contractor working on the governmental project. Governmental functions are those duties imposed on Town, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Town. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to Town's public rights-of-way;
2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related facilities;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;
4. Providing fire protection and other public safety functions;
5. Collection and disposal of garbage and recyclables; and
6. The relocation of Grantee's facilities necessary to carry out the exercise of the Town's police power for urban renewal.

C. Town will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function. All functions of Town which are not governmental are proprietary.

D. If Town participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to commencement of project and payment by the Town, Grantee shall provide an itemization of the estimated costs and expenditures subject to the Town's review and approval. Final costs of relocation shall be submitted to the Town upon completion of the removal, relocation or alteration.

E. Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. Town agrees to notify Grantee during the planning and design of Town's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.

F. Town agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.

G. Grantee will provide Town an approved list of tree species for planting in the public rights-of-way where there are existing overhead power lines. Town will consider the list in establishing landscaping in the public rights-of-way. Town will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of Town that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. Grantee may remove trees that interfere with construction or endanger operation if approved

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by Town or the private owner of the tree or shrub in question. Town's approval will not be unreasonably withheld. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

Town, its departments, officials, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligent or willful and wanton acts or omissions of Town, its departments, officers, employees, agents, successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold Town harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Town-Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of Town, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its facilities in a reasonable amount sufficient to insure Grantee's obligations under this Section, with Town named as an additional insured. Grantee shall provide Town with 30 days written notice of material change, cancellation or nonrenewal by the insurer. The policy shall be primary and noncontributing with any policy of Town.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time. Grantee will restore the disturbed property to a condition as good as it was prior to such opening or alteration. Town agrees that this requirement shall be deemed met if the disturbed property is restored with comparable materials, so that the restoration meets or exceeds industry and Town standards as adopted by the Town Council.

Section 6. – Franchise Fee:

Grantee shall pay to Town in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of Town, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by Town in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times.

Beginning September 12, 2025 payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or

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includes more categories of revenues than set forth in this Franchise, Grantee shall notify Town Council of such higher percentage or expanded revenue base. Town Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following Town Council's action, Grantee agrees to henceforth pay to Town a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

Section 7. – Additional Fees and Taxes:

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

A. General ad valorem property taxes and special district assessments;

B. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of Town;

C. Other charges, taxes or fees generally levied upon businesses by 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 businesses operated within Town.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from September 12, 2025; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Franchise: Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. – Conflicting Ordinances:

Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 11. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 12. – Town Use of Facilities:

In consideration of this Franchise and the rights granted hereby, Town shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within Town's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for Town's, or Town's designee, fire alarm, police telephone or other municipal communications services utilized for governmental functions:

A. Town must notify Grantee in writing of Town's intended use of Grantee's poles;

B. Town shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from Town's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.

C. Town's facilities and the installation and maintenance thereof must comply with the applicable requirements of the

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Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

D. Town's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

E. Town's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;

F. Town shall be responsible for any incremental costs incurred by Grantee as a result of Town's use of Grantee's facilities.

Section 13. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between Town and Grantee.

Section 14. – Voter Approval Required:

This Franchise is subject to the approval of the electors of Town. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of Town's election expense determined by dividing all of Town's expenses by the number of issues presented on the ballot.

Section 15. – 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:

A. To Town:

Town of Winkelman

Attn: Town Clerk

P.O. Box 386

Winkelman, AZ 85192

B. To Arizona Public Service:

Arizona Public Service Company

Office of the Corporate Secretary

400 N 5th Street, Mail Station 8602

Phoenix, Arizona 85004

Section 16. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the Town of Winkelman election on _____, 2024.

TOWN OF WINKELMAN

By _____

Louis C. Bracamonte, Mayor

On behalf of the Town of Winkelman

Date: _____

ARIZONA PUBLIC SERVICE COMPANY,

An Arizona Corporation

By _____

Tony J. Tewelis, APS Vice President

Transmission & Distribution Operations

On behalf of Arizona Public Service Co.

Date: _____

ATTEST:

Gloria Ruiz, Town Clerk

APPROVED AS TO FORM:

Nicholas Cook, Town Attorney

CBN Legal 6/19, 6/26, 7/3/24, 7/10/24, 7/17/24, 7/24/24

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CONTRATO DE FRANQUICIA ENTRE ARIZONA PUBLIC SERVICE COMPANY Y WINKELMAN, ARIZONA

Sección 1. – Concesión de franquicia:

Por la presente se otorga a Arizona Public Service Company, una corporación organizada y existente bajo y en virtud de las leyes del Estado de Arizona (en adelante denominada "Concesionario"), sus sucesores y asignatarios, una franquicia (en adelante denominada "Franquicia") para construir, mantener y operar su sistema eléctrico, según se define en la presente, sobre, a lo largo, a través y bajo los derechos de paso públicos presentes y futuros. Estos derechos de paso incluyen, entre otros, calles, callejones, vías y carreteras en el Pueblo de Winkelman, Arizona (en adelante denominado "Pueblo"). El sistema del Concesionario incluye líneas eléctricas, junto con todos los accesorios necesarios o convenientes, incluyendo, entre otros, postes, torres, alambres, cables, conductos, líneas de transmisión, transformadoras, conmutadores y líneas de comunicación para su propio uso. Esta Franquicia es para el uso del Concesionario de los derechos de paso del Pueblo para suministrar y entregar energía eléctrica al Pueblo, sus sucesores, los habitantes de este, y todos los individuos y entidades dentro o fuera de sus límites, para todo propósito.

Cualquier servicio de alumbrado público prestado por el Concesionario al Pueblo o a cualquier distrito de mejora del alumbrado público dentro del Pueblo será sujeto a un contrato separado y no se regirá por las previsiones de esta Franquicia.

Esta Franquicia incluye el derecho a utilizar derechos de paso públicos para la ubicación de líneas de comunicación y accesorios pertenecientes y operados por el Concesionario relacionados al suministro de energía eléctrica bajo esta Franquicia. Esta Franquicia no incluye el derecho de utilizar derechos de paso públicos para transmisiones unilaterales directas a clientes, usuarios o suscriptores de programación de video, si los hubiera, que se requiere para la selección o respuesta a la programación de video. Para fines de lo anterior, el término "programación de video" significa programación proporcionada por o generalmente considerada comparable a la programación proporcionada por una estación de transmisión de televisión. El Concesionario acepta que si el Concesionario utiliza o alquila a otros los alambres, torres, cables o líneas con cualquier fin que no sea el suministro de servicios eléctricos, antes de dicho uso o alquiler, el Concesionario o el arrendatario del Concesionario deberá solicitar y obtener una licencia por separado del Pueblo.

El Pueblo no será responsable ante el Concesionario si el Concesionario construye instalaciones en virtud de esta Franquicia en un área sobre la que el Pueblo haya ejercido su jurisdicción erróneamente.

Sección 2. – Cumplimiento del código del Pueblo por el Concesionario; Planos entregados para aprobación; Construcción del Pueblo cerca de instalaciones del Concesionario:

El Pueblo reserva expresamente, sujeto a las limitaciones de la Constitución y las leyes de Arizona, el derecho de garantizar la seguridad y el bienestar del público, incluyendo, sin limitación, la aprobación y aplicación de ordenanzas para proteger al público de peligros o inconvenientes en la operación de cualquier trabajo realizado en los derechos de paso públicos, incluyendo, sin limitación, la aplicación de esta Franquicia.

Toda construcción realizada en virtud de esta Franquicia se realizará en conformidad con los códigos y ordenanzas aplicables del Pueblo respecto a dichos derechos de paso públicos. Dicha construcción deberá completarse dentro de un plazo razonable. Con excepción de circunstancias de emergencia, antes de comenzar cualquier trabajo en un Derecho de Paso, el Concesionario y/o cualquier contratista del Concesionario deberán obtener todos los permisos necesarios para dicho trabajo en conformidad con el Código del Pueblo vigente en el momento de otorgar el permiso. El Pueblo y el Concesionario aceptan y entienden que puede haber casos en los que el Concesionario debe realizar reparaciones por motivos de emergencia. El Concesionario notificará al Pueblo antes de tales reparaciones, tanto como sea posible, y obtendrá los permisos necesarios en un tiempo razonable después de la notificación, mostrando el trabajo realizado en los derechos de paso públicos.

Si el Pueblo autoriza directamente o a través de un contratista cualquier proyecto de construcción adyacente o cercano a las instalaciones del Concesionario operadas en virtud de esta Franquicia, el Pueblo incluirá en todas las especificaciones, propuestas y contratos de construcción el requisito de que el contratista o la persona designada deben cumplir con las leyes de seguridad de líneas eléctricas elevadas (A.R.S. § 40-360.41 et. seq. en su forma enmendada)

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Sección 3. – Construcción y reubicación de instalaciones del Concesionario; Pago:

Los representantes del Pueblo y del Concesionario se reunirán, durante toda la vigencia de esta Franquicia, al menos una vez cada año civil, o con mayor frecuencia si es necesario, para revisar cualquier proyecto que implique la construcción o modificación del Derecho de Paso del Pueblo. El Pueblo proporcionará al Concesionario anualmente su plan quinquenal de mejoras de capital, si el Pueblo lo tiene, para que ambas partes puedan planificar y presupuestar adecuadamente para dichas acciones y determinar el trabajo requerido del Concesionario, si lo hubiera, para dichos proyectos. Ninguna de las partes finalizará el diseño de ninguna instalación sin proporcionar a la otra parte una notificación según lo establecido en la Sección 15 a continuación, y una oportunidad razonable para hacer comentarios. Si alguna de las partes identifica un conflicto potencial entre sus instalaciones existentes y las instalaciones propuestas por la otra parte, dicha parte notificará inmediatamente a la otra parte de dicho conflicto y las partes harán su mejor esfuerzo para resolver dicho conflicto.

Cuando el Concesionario pretenda reemplazar, actualizar o instalar nuevas líneas aéreas, el Pueblo puede solicitar presupuestos para el soterramiento de dichas líneas de reemplazo, actualizaciones o nuevas líneas, incluyendo las líneas que deban ajustarse para mejoras viales o para proyectos específicos tratados en la reunión anual de planificación, como se menciona en esta sección. Cuando se solicite, el Concesionario proporcionará al Pueblo dos presupuestos: 1) una estimación del costo del proyecto con construcción aérea y 2) una estimación del costo del proyecto con construcción subterránea. El Pueblo tendrá un plazo máximo de 60 días a partir de la fecha del presupuesto para determinar si desea que la línea se construya de forma aérea o subterránea. Si el Pueblo opta por la construcción subterránea del proyecto, el Pueblo será responsable del costo incremental del soterramiento, definido como la diferencia entre la estimación de la construcción subterránea y la estimación de la construcción aérea. Dentro de un plazo razonable tras recibir el pago del costo incremental del soterramiento, el Concesionario instalará las instalaciones subterráneas. El Concesionario reserva el derecho de facturar la cantidad que el costo incremental asociado con la instalación exceda de su estimación. El Pueblo reserva el derecho a un reembolso del sobrepago si los costos incrementales son menores a la cantidad facturada en la estimación. Si el Pueblo desea que una línea no programada para reemplazo o actualización se coloque de forma subterránea, el Pueblo deberá contactar al Concesionario para hacer dicha petición. El Pueblo será responsable de la totalidad de los costos relacionados con este trabajo.

Todas las instalaciones instaladas o construidas en virtud de esta Franquicia deberán ubicarse o reubicarse y erigirse de forma que minimice la interferencia con el tráfico u otros usos autorizados por encima, por debajo o a través de los derechos de paso públicos. Además, el Concesionario no instalará, construirá, mantendrá ni utilizará sus instalaciones de forma que dañen o interfieran con cualquier instalación existente de otros servicios públicos ubicada en los derechos de paso públicos y acepta reubicar sus instalaciones, si es necesario, para acomodar la reubicación de otra instalación que tenga un interés de derechos previos en los derechos de paso públicos.

Las actividades relacionadas a la construcción de las instalaciones del Concesionario dentro de los derechos de paso, como el control de tráfico, relleno, compactación y pavimentación, y la ubicación o reubicación de líneas e instalaciones relacionadas, estarán sujetas a la regulación del Pueblo. El Concesionario mantendrá archivos precisos de la ubicación de todas las instalaciones en los derechos de paso públicos y los proporcionará al Pueblo bajo petición. Una vez completada la construcción nueva o la reubicación de instalaciones subterráneas en los derechos de paso públicos, el Concesionario proporcionará al Ingeniero del Pueblo, o a la persona designada, los planos corregidos que muestren la ubicación de las instalaciones subterráneas en aquellos casos en que la ubicación real sea considerablemente diferente de la ubicación propuesta. El Concesionario proporcionará al Pueblo la ubicación real de dichas instalaciones nuevas o reubicadas en los derechos de paso públicos en formato electrónico. Dicho formato se ajustará a los estándares de mejores prácticas de la industria de servicios públicos. El Concesionario estará obligado a obtener y pagar todas las cuotas y cargos requeridos para los permisos de construcción y las inspecciones de todas las instalaciones de transmisión o distribución no eléctricas construidas dentro del Pueblo, incluyendo entre otros, edificios de oficinas, edificios de almacenamiento o talleres de reparación. Los permisos para las instalaciones de transmisión o distribución eléctrica se concederán sin costo alguno en virtud de esta Franquicia.

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A. Si el Pueblo requiere que el Concesionario reubique las instalaciones del Concesionario que están ubicadas en servidumbres privadas obtenidas por el Concesionario antes de la adquisición por parte del Pueblo de dicha propiedad de la cual las instalaciones se deben reubicar, el costo de reubicar las instalaciones del Concesionario (incluyendo el costo de comprar una nueva servidumbre privada si es necesario) será asumido por el Pueblo. El Pueblo también asumirá el costo total de todas las reubicaciones subsiguientes de las instalaciones reubicadas requeridas por el Pueblo, hasta el momento en que el Pueblo condene o compre la servidumbre privada del Concesionario.

B. Con excepción de lo mencionado en el Párrafo A anterior, el Concesionario asumirá el costo total de la reubicación de sus instalaciones ubicadas en derechos de paso públicos, cuya reubicación sea necesaria para que el Pueblo o un contratista del Pueblo lleve a cabo las funciones gubernamentales del Pueblo. No obstante lo anterior, si se solicita al Concesionario realizar trabajos de naturaleza temporal en un proyecto gubernamental para aliviar problemas de construcción que podrían aliviarse por otros medios, el costo de dicho trabajo temporal será asumido por el Pueblo o por el contratista del Pueblo que trabaje en el proyecto gubernamental. Las funciones gubernamentales son aquellos deberes impuestos al Pueblo, donde los deberes implican un beneficio público general, no en la naturaleza de un emprendimiento corporativo o comercial para el beneficio corporativo e interés del Pueblo. Las funciones gubernamentales incluyen, entre otras, las siguientes:

1. Cualquier y todas las mejoras de derechos de paso públicos del Pueblo;
2. Establecimiento y mantenimiento de sistemas de agua doméstica, alcantarillado sanitario, alcantarillado pluvial e instalaciones relacionadas;
3. Establecimiento y mantenimiento de parques municipales, estacionamientos, avenidas, paseos peatonales o césped, arbustos, árboles y otra vegetación con el fin de embellecer cualquier calle o propiedad pública;
4. Proporcionar protección contra incendios y otras funciones de seguridad pública;
5. Recolección y eliminación de basura y materiales reciclables; y
6. La reubicación de las instalaciones del Concesionario necesarias para llevar a cabo la ejecución del poder policial del Pueblo para la renovación urbana.

C. El Pueblo asumirá el costo total de la reubicación de cualquiera de las instalaciones del Concesionario, cuya reubicación sea necesaria por la construcción de mejoras por o en nombre del Pueblo para impulsar una función propietaria. Todas las funciones del Pueblo que no sean gubernamentales son propietarias.

D. Si el Pueblo participa en el costo de la reubicación de las instalaciones del Concesionario por cualquier motivo, el costo de la reubicación al Pueblo no incluirá ninguna actualización o mejora de las instalaciones del Concesionario tal como existían antes de la reubicación. Antes del comienzo del proyecto y del pago por parte del Pueblo, el Concesionario proporcionará un desglose de los costos y gastos estimados, sujeto a la revisión y aprobación del Pueblo. Los costos finales de la reubicación se presentarán al Pueblo una vez completada la eliminación, reubicación o alteración.

E. El Pueblo no ejercerá su derecho a requerir la reubicación de las instalaciones del Concesionario de manera irrazonable o arbitraria, ni a eludir su obligación en virtud de la Franquicia. El Pueblo acepta notificar al Concesionario durante la planificación y el diseño de los proyectos del Pueblo en derechos de paso que puedan requerir la reubicación de las instalaciones del Concesionario y coordinar sus planes y calendarios de construcción con el Concesionario para determinar el diseño más rentable para mitigar el costo del Concesionario de reubicar sus instalaciones.

F. El Pueblo acepta que no requerirá que el Concesionario reubique sus instalaciones ubicadas dentro de los derechos de paso públicos sin proporcionar al Concesionario el espacio adecuado dentro de los derechos de paso para reubicar las instalaciones que se deban mover.

G. El Concesionario proporcionará al Pueblo una lista aprobada de especies de árboles para plantar en los derechos de paso públicos donde existan líneas eléctricas aéreas. El Pueblo considerará la lista al establecer el paisajismo en los derechos de paso públicos. El Pueblo no plantará ningún árbol que normalmente pueda crecer a una altura de más de 25 pies por debajo o adyacente a las líneas eléctricas aéreas del Concesionario en los derechos de paso públicos. El Concesionario tendrá la autoridad para podar o retirar cualquier árbol o arbusto ubicado en o colgando dentro de los límites de los derechos de paso públicos del Pueblo que, a criterio del Concesionario, pueda interferir con la construcción, o poner en peligro la operación, de las líneas y/o instalaciones del Concesionario. El Concesionario puede

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retirar árboles que interfieran con construcción o pongan en peligro operación si se aprueba por el Pueblo o el propietario privado del árbol o arbusto en cuestión. La aprobación del Pueblo no será denegada injustificadamente. Todo trabajo de gestión de vegetación se realizará por cuenta del Concesionario y de acuerdo con la normativa A.N.S.I. Standard A300.

Sección 4. – Indemnización:

El Pueblo, sus departamentos, funcionarios, oficiales, empleados, agentes, sucesores y cesionarios, de ninguna forma serán responsables de cualquier accidente o daño que pueda ocurrir en la construcción, operación o mantenimiento por el Concesionario de sus accesorios a continuación, excepto a medida en que dicho accidente o daño pueda ser próximamente causado por los actos negligentes o intencionales y deliberados u omisiones del Pueblo, sus departamentos, oficiales, empleados, agentes, sucesores y cesionarios. La aceptación de esta Franquicia se considerará un acuerdo por parte del Concesionario de que el Concesionario, en la mayor amplitud permitida por la ley, defenderá, indemnizará y eximirá al Pueblo de cualquier y todo reclamo, costo, demanda, daños, juzgamientos, gastos y pérdidas, incluyendo, entre otros, honorarios de abogados y costos judiciales relacionados con, derivados de, o supuestamente resultantes de ejercer esta Franquicia por parte del Concesionario; siempre y cuando dichos reclamos, gastos y pérdidas no sean el resultado de mala conducta intencional o actos negligentes u omisiones del Pueblo.

El Concesionario, mientras mantenga, opere o sea propietario de instalaciones, dentro de derechos de paso del Pueblo, a su propio costo y gasto, tendrá, o dispondrá que se tenga, un seguro vigente contra reclamos y responsabilidad por lesiones personales, muerte y daños a propiedad que resulten de la construcción, operación o mantenimiento por parte del Concesionario de sus instalaciones en una cantidad razonable suficiente para asegurar las obligaciones del Concesionario bajo esta Sección, con el Pueblo nombrado como asegurado adicional. El Concesionario notificará al Pueblo por escrito con 30 días de antelación cualquier cambio sustancial, cancelación o no renovación por parte del asegurador. La póliza será primaria y no contributiva a ninguna póliza del Pueblo.

Sección 5. – Restauración de derechos de paso:

Cuando el Concesionario provoque cualquier apertura o alteración con cualquier fin en cualquier derecho de paso público, el trabajo se completará con la debida diligencia dentro de un plazo razonablemente puntual. El Concesionario restaurará la propiedad alterada a una condición tan buena como lo era antes de dicha apertura o alteración. El Pueblo acepta que este requisito se considerará cumplido si la propiedad alterada se restaura con materiales comparables, de modo que la restauración cumpla o supere los estándares de la industria y del Pueblo adoptados por el Consejo del Pueblo.

Sección 6. – Tarifa de Franquicia:

El Concesionario pagará al Pueblo en consideración a la concesión de esta Franquicia una cantidad equivalente al dos por ciento (2%) de todos los ingresos del Concesionario, incluyendo las Tasas Reguladoras, pero excluyendo los impuestos de privilegio de transacción e imposiciones gubernamentales similares, de las ventas y/o entregas por su parte de energía eléctrica y otros cargos por servicios relacionados con la venta y/o entrega de energía eléctrica entregada a través del sistema de distribución eléctrica del Concesionario dentro de los límites corporativos presentes y futuros del Pueblo, como se muestra en los registros de facturación del Concesionario. El Concesionario, sin embargo, no pagará dicha tarifa de franquicia sobre los ingresos cobrados a los clientes minoristas del Concesionario por proveedores de servicios eléctricos terceros. Dichos pagos sustituirán a todas y cada una de las tasas, cargos o exacciones de cualquier tipo impuestas por el Pueblo en cualquier forma relacionada con el uso de derechos de paso del Concesionario, incluyendo, entre otros, la construcción de las instalaciones del Concesionario a continuación o las inspecciones de estas durante la vigencia de esta Franquicia.

Con el fin de verificar las cantidades pagaderas a continuación, la contabilidad y los registros del Concesionario estarán sujetos a inspección por parte de oficiales o representantes debidamente autorizados del Pueblo en momentos razonables.

A partir del 12 de septiembre de 2025, los pagos descritos en los párrafos anteriores se efectuarán en cantidades trimestrales dentro de un plazo de 30 días después del final de cada trimestre.

No obstante las previsiones de esta Franquicia, si durante la vigencia de esta Franquicia el Concesionario establece cualquier franquicia eléctrica con cualquier otro municipio de Arizona durante la vigencia de esta Franquicia que provea un porcentaje superior del Concesionario sobre

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sus ingresos que el dos por ciento (2%) o que incluya más categorías de ingresos que las establecidas en esta Franquicia, el Concesionario deberá notificar al Consejo del Pueblo de dicho porcentaje superior o ampliación de la base de ingresos. El Consejo del Pueblo, a su discreción, tendrá la opción de, según corresponda: (i) aumentar la tarifa de franquicia del Concesionario a la tasa porcentual más alta; o (ii) incluir otras categorías de ingresos establecidas en el contrato de franquicia que el Concesionario tiene con la otra entidad de este Estado. Después de la decisión del Consejo del Pueblo, el Concesionario acepta pagar en lo sucesivo al Pueblo una nueva tarifa de franquicia con el porcentaje de franquicia superior o incluir las categorías de ingresos adicionales.

Sección 7. – Impuestos y cuotas adicionales:

No obstante cualquier previsión del presente en contrario, el Concesionario deberá pagar, además del pago previsto en la Sección 6, los siguientes cargos, impuestos y cuotas establecidas en un código u ordenanza debidamente adoptados por el Pueblo:

A. Impuestos generales ad valorem sobre la propiedad y tasas especiales de distrito;

B. Impuesto sobre el uso y el privilegio de transacción autorizado por ley y cobrado por el Concesionario por sus ventas a sus clientes de electricidad dentro de los límites corporativos actuales y futuros del Pueblo;

C. Otros cargos, impuestos o cuotas generalmente cobrados a negocios por el Pueblo, siempre y cuando dicho cargo, impuesto o cuota sea una cuota fija por año y que la cantidad anual de dicha cuota no exceda la cantidad de cuotas similares pagadas por cualquier otro negocio operado dentro del Pueblo.

Sección 8. – Plazo:

Esta Franquicia continuará y existirá durante un período de veinticinco (25) años a partir del 12 de septiembre de 2025; siempre y cuando, sin embargo, cualquiera de las partes pueda terminar esta Franquicia en su décimo aniversario mediante notificación por escrito de su intención de hacerlo no menos de un (1) año antes de la fecha de terminación. Si dicha notificación se hace con el fin de negociar una nueva franquicia y dicha negociación tiene éxito, la parte que notifique la terminación será responsable de los costos resultantes de la elección de la franquicia.

Sección 9. – Franquicia: No exclusiva:

Esta Franquicia no es exclusiva, y nada de lo aquí contenido se interpretará para impedir que el Pueblo conceda otras concesiones o privilegios similares o parecidos a cualquier otra persona, empresa o corporación.

Sección 10. – Ordenanzas conflictivas:

No obstante cualquier otra previsión de la presente, todas las ordenanzas y partes de ordenanzas en conflicto con las previsiones de la presente, a medida que sean aplicables a una corporación de servicio público eléctrico franquiciada, quedan sustituidas por la presente.

Sección 11. – Previsiones independientes:

Si cualquier sección, párrafo, cláusula, frase o previsión de esta Franquicia fuera declarada inválida o inconstitucional, lo mismo no afectará a la validez de esta Franquicia en su conjunto o de cualquier parte de las previsiones de la misma que no sea la parte declarada inválida o inconstitucional.

Sección 12. – Uso del Pueblo de las instalaciones:

En consideración a esta Franquicia y a los derechos concedidos por la misma, el Pueblo, si se cumplen los seis criterios siguientes, tendrá derecho a colocar, mantener y operar en los postes del Concesionario ubicados en derechos de paso públicos dentro de los límites corporativos del Pueblo, todos y cada uno de los cables y accesorios (que no sean escalones o dispositivos de escalada) para la alarma contra incendios, teléfono de la policía u otros servicios de comunicaciones municipales utilizados para funciones gubernamentales del Pueblo o de la persona designada por el Pueblo:

A. El Pueblo debe notificar al Concesionario por escrito del uso pretendido por el Pueblo de los postes del Concesionario;

B. El Pueblo, en la mayor amplitud permitida por la ley, defenderá, indemnizará y eximirá al Concesionario de cualquier y todo reclamo, costo, daño, gasto y pérdida, incluyendo, entre otros, honorarios de abogados y costos judiciales relacionados con, derivados de o supuestamente resultantes del uso por el Pueblo de las instalaciones del Concesionario en virtud de esta Franquicia; siempre y cuando dichos reclamos, gastos y pérdidas no sean el resultado de mala conducta intencional o actos negligentes u omisiones del Concesionario.

C. Las instalaciones del Pueblo y la instalación y mantenimiento de estas deben cumplir con los requisitos aplicables de la Ley de Seguridad y Salud Ocupacional, el Código Nacional de Seguridad Eléctrica, y todas

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las demás normas y reglamentos aplicables en su versión modificada. Si el Pueblo no cumple con todas las leyes, ordenanzas y reglamentos aplicables, o si las instalaciones del Pueblo crean un peligro inmediato para la seguridad, el Concesionario reserva el derecho de retirar o corregir las instalaciones del Pueblo a cuenta del Pueblo;

D. Las instalaciones del Pueblo y la instalación y mantenimiento de las mismas no deben causar que las instalaciones del Concesionario y la instalación y mantenimiento de las mismas incumplan todos los requisitos aplicables de la Ley de Seguridad y Salud Ocupacional y el Código Nacional de Seguridad Eléctrica y todas las demás normas y reglamentos aplicables en su versión modificada. Si el Pueblo no cumple con todas las leyes, ordenanzas y reglamentos aplicables, o si las instalaciones del Pueblo crean un peligro inmediato para la seguridad, el Concesionario reserva el derecho de retirar o corregir las instalaciones del Pueblo a cuenta del Pueblo;

E. El uso de las instalaciones por parte del Pueblo no interferirá con el uso que el Concesionario realice de las instalaciones del Concesionario, y;

F. El Pueblo será responsable de cualquier costo incremental incurrido por el Concesionario como resultado del uso del Pueblo de las instalaciones del Concesionario.

Sección 13. – Ningún beneficiario tercero:

No hay beneficiarios terceros de este contrato de Franquicia entre el Pueblo y el Concesionario.

Sección 14. – Aprobación electoral requerida:

Esta Franquicia está sujeta a la aprobación de los electores del Pueblo. El Concesionario pagará todos los costos incurridos en la realización de la elección de la franquicia, excepto que, si una o más proposiciones adicionales son presentadas a los electores en dicha elección, el Concesionario pagará sólo esa porción de los gastos de la elección del Pueblo determinada dividiendo todos los gastos del Pueblo por el número de cuestiones presentadas en la boleta.

Sección 15. – Notificaciones:

Cualquier notificación requerida o permitida en virtud de la presente se realizará por escrito, a menos que se permita o requiera expresamente de otra forma, y se considerará efectiva ya sea (i) en el momento de su entrega a mano a la persona que ocupe en ese momento el cargo que figura en la línea de atención de la dirección a continuación, o, si dicho cargo está vacante o ya no existe, a una persona que ocupe un cargo comparable, o (ii) en el tercer día hábil después de su depósito en el Servicio Postal de los Estados Unidos, correo de primera clase y certificado o registrado, con acuse de recibo, envío prepagado, dirigido a los siguientes:

A. Al Pueblo:
Town of Winkelman
Attn: Town Clerk
P.O. Box 386

Winkelman, AZ 85192
B. A Arizona Public Service:
Arizona Public Service Company
Office of the Corporate Secretary
400 N 5th Street, Mail Station 8602
Phoenix, Arizona 85004

Sección 16. – Adopción:

Nosotros, los firmantes, hemos adoptado este documento en las fechas escritas a continuación de acuerdo a los resultados de las elecciones del Pueblo de Winkelman el _____, de 2024.

PUEBLO DE WINKELMAN

Por _____
Louis C. Bracamonte, Alcalde
Por parte de El Pueblo de Winkelman
Fecha: _____

ARIZONA PUBLIC SERVICE COMPANY,
Una corporación de Arizona

Por _____
Tony J. Tewel, Vicepresidente de APS
Operaciones de transmisión y distribución
Por parte de Arizona Public Service Co.
Fecha: _____

TESTIGO:

Gloria Ruiz, Secretaria del Pueblo
APROBADO EN SU FORMA:

Nicholas Cook, Abogado del Pueblo
CBN Legal 6/19, 6/26, 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

NOTICE OF HEARING ON: PETITION FOR ADJUDICATION OF INTESTACY, DETERMINATION OF HEIRS, AND APPOINTMENT OF PERSONAL REPRESENTATIVE No. PB202400312

SUPERIOR COURT OF ARIZONA, PINAL COUNTY In the Matter of the Estate of Anthony Bruce Date of Birth: 10/17/1950 Deceased. NOTICE IS GIVEN that David Bruce filed a Petition for Adjudication of Intestacy, Determination of Heirs, and Appointment of Personal Representative. This is a legal notice; your rights may be affected. If you object to any part of the petition or motion that accompanies this notice, you must file with the court a written object describing the legal basis for your objection at least three judicial days before the hearing date or you must appear in person or through an attorney at the time and place set forth in the notice of hearing. An appearance hearing is set to consider the Petition on July 23, 2024 at 9:30 a.m. before the probate Judge/Commissioner, Pinal County Superior Court, 971 North Jason Lopez Cir., Florence, AZ 85132 All parties (and their counsel) may appear virtually by emailing Holly at hbyrd@courts.az.gov DATED: 5-28-24 DOUG NEWBORN LAW FIRM, PLLC /s/Ronald Du Bois Douglas J. Newborn, Esq. Ronald Du Bois, Esq. Attorneys for Petitioner Pursuant to A.R.S. § 14-1306(A), if duly demanded, a party is entitled to trial by jury in any proceeding in which any controverted question of fact arises as to which any party has a constitutional right to trial by jury. 7/3, 7/10, 7/17/24
CNS-3826532#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

File No. 6693-TS Notice Of Trustee's Sale

Recorded: 06/13/2024 The following legally described trust property will be sold pursuant to the power of sale under that certain Deed of Trust dated March 18, 2021, and recorded on March 23, 2021 in Instrument Number 2021-035085, records of Pinal County, Arizona, NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE'S SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE'S SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME ON THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder at the main entrance to the Superior Court Building, 971 North Jason Lopez Circle, Building A, Florence, Arizona, on September 19, 2024, at the hour of 11:30 o'clock in the morning of said day. The property to be sold is situated in Pinal County, Arizona, and is described as follows: See Exhibit "A" attached hereto and by this reference made a part hereof. Property Address: 543 North Pinyon Drive Apache Junction, Arizona 85120 Tax Parcel Number: 101-05-0700 Original Principal Balance: \$87,000.00 Original Trustor: Fabian Resendiz Leifica Almazan 1561 E. Main Street, Lot 17 Mesa, AZ 85203 Current Beneficiary: Gail Bornfield 5622 Roundtree Lane Columbia, MD 21045 Trustee: Jeffrey S. Katz, Attorney at Law a Member of the State Bar of Arizona 2823 E. Speedway Blvd., Suite 201 Tucson, AZ 85716 (520) 745-9200 Dated this 13th day of June, 2024, /s/ Jeffrey S. Katz, Attorney at Law Trustee/Successor Trustee, is qualified per A.R.S. Section 33-803 (A)2 as a member of The Arizona State Bar State of Arizona) ss. County of Pima) The foregoing instrument was acknowledged before me this 13th day of June, 2024, by Jeffrey S. Katz, Attorney at Law, a Member of the State Bar of Arizona as Successor Trustee. /s/ S. Diederich Notary Public My commission expires: 5-30-2027 Exhibit "A" Lot 2, Block 8, Pueblo Del Sol, according to Book 9 of Maps, Page 4, Records of Pinal County, Arizona
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400061

(Honorable Jamie R. Ramirez) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: OLIVER LAWRENCE FRILEY d.o.b. 12/10/2016 LAYCIE MARIE BOBINSKI d.o.b. 01/24/2020 HOLDYN MICHAEL BOBINSKI d.o.b. 08/01/2021 Person(s) under 18 years of age. TO: RYLYN JENNIFER GÖTTMANN, KYLE ALEXANDER FREILEY, and MICHAEL ALLAN BOBINSKI, parents and/or guardians of the above-named children. 1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court. 2. The Court has set a Publication hearing on the 10th day of September, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition. 3. You and your children are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court. 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established. 5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your children dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804. 6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: RICHARD D. DAULT, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Ashlee McDaniel and may be reached by telephone at (480) 373-2082. 7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400. 8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 2nd day of July, 2024. KRISTIN K. MAYES
Attorney General
/s/ Tiffany SETTERS
Tiffany SETTERS
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830446#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400063

(Honorable Karen F Palmer) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: JAMESON STEEL CARLEY d.o.b. 09/03/2022 Person under 18 years of age. TO: EMILY LYNNE CARLEY, RAYMOND SANDERSON, parents and/or guardians of the above-named child. 1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court. 2. The Court has set an Initial hearing on the 16th day of July, 2024 at 3:30 p.m. and a Publication hearing on the 17th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Karen F Palmer for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition. 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court. 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established. 5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804. 6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: RICHARD D. DAULT, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Ashlee McDaniel and may be reached by telephone at (480) 373-2178. 7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400. 8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 3rd day of July, 2024. KRISTIN K. MAYES
Attorney General
/s/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830709#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION No. JD202400058

(Honorable Karen F Palmer) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: ANYA ATHERTON d.o.b. 09/20/2012 Person under 18 years of age. TO: CIERRA ATHERTON, JUSTIN ROSE, parents and/or guardians of the above-named child. 1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court. 2. The Court has set an Initial hearing on the 16th day of July, 2024 at 2:30 p.m. and a Publication hearing on the 17th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Karen F Palmer for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition. 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court. 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference or dependency adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Petition. In addition, if you fail to appear, without good cause, the hearing may go forward in your absence and may result in an adjudication of dependency, termination of your parental rights or the establishment of a permanent guardianship based upon the record and the evidence presented to the court, as well as an order of paternity, custody, or change of custody in a consolidated family law matter and an order for child support if paternity has been established. 5. Notice is given that DCS is proposing to substantiate any allegations of abuse and/or neglect contained in the dependency petition for placement in the DCS Central Registry. The DCS Central Registry is a confidential list of DCS findings that tracks abuse and neglect. If the court finds your child dependent based upon allegations of abuse and/or neglect contained in the dependency petition, you will be placed in the DCS Central Registry. See A.R.S. § 8-804. 6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: RICHARD D. DAULT, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Reela Ali and may be reached by telephone at (602) 771-3044. 7. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400. 8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 3rd day of July, 2024. KRISTIN K. MAYES
Attorney General
/s/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830794#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

NOTICE TO CREDITORS Case No. PB2024-00165

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of: WESLEY LEWIS RINGERING, Deceased. Notice is given that Charles Loren Ringering was appointed Personal Representative of this estate. All persons having claims against the estate are required to present their claims within (4) months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at Copper Canyon Law, LLC, 43 E. First Avenue, Mesa, AZ 85210. DATED: June 20, 2024 COPPER CANYON LAW, LLC /s/D. Cody Huffaker D. Cody Huffaker Michael Shannon Megan Williams Attorneys for Personal Representative 7/3, 7/10, 7/17/24
CNS-3827243#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

DCS'S NOTICE OF HEARING ON MOTION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP No. JD202300128

(Honorable Lawrence M Wharton) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: AYDEN BURWELL d.o.b. 07/12/2023 Person under 18 years of age. TO: ASHLEE JEAN BURWELL, parents and/or guardians of the above-named child. 1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Termination of Parent-Child Relationship under Title 8, of the Arizona Revised Statutes and Rule 351 of the Arizona Rules of Procedure for the Juvenile Court. 2. The Court has set an Publication hearing on the 10th day of September, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Lawrence M Wharton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition. 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court. 4. You have a right to appear as a party in this proceeding. You are advised your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or termination adjudication, without good cause shown, may result in a finding you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear without good cause, the hearing may go forward in your absence and may result in termination of your parental rights based upon the record and the evidence presented to the Court. 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Termination of Parent-Child Relationship and Notice of Hearing by submitting a written request to: TRACEY L. HEINRICK, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned child safety worker is Shawna Foster and may be reached by telephone at (480) 373-2163. 6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400. 7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 25th day of June, 2024. KRISTIN K. MAYES
Attorney General
/s/Tracey L. Heinrich
TRACEY L. HEINRICK
Assistant Attorney General
7/3, 7/10, 7/17, 7/24/24
CNS-3827670#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

ARTICLES OF DISSOLUTION ENTITY INFORMATION ENTITY NAME: SAN MANUEL ECONOMIC DEVELOPMENT AUTHORITY INCORPORATED ENTITY ID: 15010960 ENTITY TYPE: Domestic Nonprofit Corporation DATE ON WHICH DISSOLUTION WAS AUTHORIZED: 04/01/2024 TAX CLEARANCE CERTIFICATE/CERTIFICATE OF COMPLIANCE THIS DISSOLUTION WILL require a Certificate of Compliance from the Arizona Department of Revenue because either the for-profit corporation has commenced business or issued shares, or the nonprofit corporation has commenced activities, has members, or has members entitled to vote on dissolution. NO This dissolution WILL NOT require a Certificate of Compliance from the Arizona Department of Revenue because either the for-profit corporation has not commenced business or has not issued shares, or the nonprofit corporation has not commenced activities, does not have members, or does not have members entitled to vote on dissolution. YES ADOPTION AND VOTE Approved by incorporators or board of directors without shareholder action, and shareholder approval was not required or no shares have been issued Approved by shareholders but not voting groups Approved by shareholders and voting groups Approved by voting group(s) only SHAREHOLDER APPROVAL VOTES ENTITLED TO BE CAST: VOTES IN FAVOR THAT WERE SUFFICIENT FOR THE APPROVAL OF AMENDMENTS: VOTES AGAINST AMENDMENT: VOTING GROUPS SIGNATURE Director: Michael Carnes - 05/01/2024
MINER Legal 7/10/24, 7/17/24, 7/24/24

Shop Local.
Support Local.

Public Notice

Notice Of Appearance Hearing/ Mohanna Johnson

Rita A. Daninger, State Bar No. 019437 Rita A. Daninger Attorney at Law, PLLC 10451 W. Palmaras Drive, Suite 140 Sun City, Arizona 85373 Telephone No.: (623) 815-8069 Facsimile No.: (623) 875-9498 Email: Rita@daningerlaw.com Attorney for the Petitioner: Nurdie Johnson In The Superior Court of The State Of Arizona In And For The County Of Pinal In The Matter of: Mohanna Johnson, Deceased No. PB202400326 Notice Of Appearance Hearing Assigned to Honorable: Daniel E. Thorup Hearing Date: July 30, 2024 Hearing Time: 9:30 a.m. Warning This is a legal notice; your rights may be affected. [Éste es un aviso legal. Sus derechos podrían ser afectados.] It Is Further Ordered that the parties may appear virtually using the application "Zoom." In order to appear virtually, parties shall contact the Division's Judicial Assistant (holly_hbyrd@courts.az.gov) at least five (5) business days prior to the scheduled hearing to provide a valid email address or to obtain a Zoom phone number link. The Judicial Assistant shall then send the parties an email invitation or provide a telephone number with directions to attend the virtual hearing by audio or video conferencing. If either party does not have video conferencing technology, s/he will still be able to participate by audio (telephone) conferencing. Notice Is Hereby Given that counsel for the Petitioner has filed a Petition for Determination of Testacy, Determination of Heirs and Appointment of Personal Representative, (hereinafter "Petition"), in the above-captioned matter. An Appearance hearing has been set for July 30, 2024, at 9:30 a.m. before Honorable Daniel E. Thorup, Pinal County Superior Court, P.O. Box 2730, Florence, AZ 85132 Telephonic Appearance Information: Phone Number: 1-520-866-5425 Dated this 21st day of June 2024 Rita A Daninger Attorney At Law PLLC By: /s/ Rita A. Daninger Attorney at Law Pursuant to A.R.S. § 14-1306(A), if duly demanded, a party is entitled to trial by jury in any proceeding in which any controverted question of fact arises as to which any party has a constitutional right to trial by jury.
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

Notice To Creditors By Publication/ Collier Family Trust No. D-1, Dated October 21, 1997

Keystone Law Firm 2701 W. Queen Creek Rd., Ste. 3 Chandler, AZ 85248 Phone: (480) 209-6942 Francisco P. Sirvent (SBN 025001) Michelle Dexter (SBN 020538) Email: courtddocket@keystonelawfirm.com Counsel for Successor Trustee In The Superior Court Of The State Of Arizona In And For The County Of Pinal In The Matter of the Administration of: Collier Family Trust No. D-1, Dated October 21, 1997 Notice To Creditors By Publication Notice Is Given to all creditors of the Estate that: 1. Debra L. Kosmata Nidiffer is the Successor Trustee of the Collier Family Trust No. D-1, Dated October 21, 1997. 2. Claims against Dale Edward Collier and Hearlene Lavonne Collier and or the Collier Family Trust No. D-1, Dated October 21, 1997, must be presented within four months after the date of the first publication of this notice or be forever barred. 3. Claims against the Estate may be presented by delivering or mailing a written statement of the claim to Michelle L. Dexter, Keystone Law Firm, 2701 W. Queen Creek Road, #3, Chandler, Arizona 85248. Dated this 3rd day of July, 2024. Keystone Law Firm By: /s/ Michelle L. Dexter
MINER Legal 7/17/24, 7/24/24, 7/31/24

Public Notice

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFORMATION ENTITY NAME: ALB MEDICAL PLLC ENTITY ID: 23639822 ENTITY TYPE: Domestic Professional LLC EFFECTIVE DATE: 06/15/2024 CHARACTER OF BUSINESS: Health Care and Social Assistance MANAGEMENT STRUCTURE: Member-Managed PERIOD OF DURATION: Perpetual PROFESSIONAL SERVICES: Medical Services STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Alicia Lynn Burns PHYSICAL ADDRESS: 110 W Evergreen Pear Ave, QUEEN CREEK, AZ 85140 MAILING ADDRESS: 110 W Evergreen Pear Ave, QUEEN CREEK, AZ 85140 PRINCIPAL ADDRESS: Alicia Lynn Burns, 110 W EVERGREEN PEAR AVE, QUEEN CREEK, AZ 85140 PRINCIPALS Member: Alicia Lynn Burns - 110 W Evergreen Pear Ave, QUEEN CREEK, AZ 85140, USA - alicia.l.burns84@gmail.com - Date of Taking Office: ORGANIZERS Alicia Lynn Burns: 110 W Evergreen Pear Ave, QUEEN CREEK, AZ 85140, USA, alicia.l.burns84@gmail.com SIGNATURES Authorized Agent: Alicia Lynn Burns - 06/27/2024
MINER Legal 7/17/24, 7/24/24, 7/31/24

Public Notice

NOTICE OF PUBLIC HEARING BY THE PINAL COUNTY BOARD OF SUPERVISORS AT 9:30 A.M. ON THE 21ST DAY OF AUGUST 2024, AT THE PINAL COUNTY ADMINISTRATIVE COMPLEX, IN THE BOARD OF SUPERVISORS HEARING ROOM, 135 N. PINAL STREET, FLORENCE, ARIZONA, TO CONSIDER THE ADOPTION, BY RESOLUTION, OF THE "2024 PINAL COUNTY SUBDIVISION AND INFRASTRUCTURE DESIGN MANUAL" FOR THE UNINCORPORATED AREAS OF PINAL COUNTY, ARIZONA.

The 2024 Pinal County Subdivision & Infrastructure Design Manual sets forth Pinal County standards and policies for infrastructure design and assists in the preparation of the technical plans and reports for submittal to and approval by Pinal County.

The 2024 Pinal County Public Works Subdivision & Infrastructure Design Manual clarifies and supplements requirements in the Pinal County Codes, including the Subdivision Regulations, Zoning Ordinance, Drainage Ordinance, Stormwater and Floodplain Regulations, and other regulations for land development within the unincorporated areas of Pinal County, pursuant to Title 3 (Subdivisions) of the PCDSC. ALL PERSONS INTERESTED IN THIS MATTER MAY APPEAR AND SPEAK AT THE PUBLIC HEARING AT THE DATE, TIME AND PLACE DESIGNATED ABOVE.

DOCUMENTS PERTAINING TO THIS CASE CAN BE FOUND ON THE Pinal County Public Works Project Page At: <https://cleargov.com/arizona/pinal-county/projects>

And at: <https://www.pinal.gov/236/Notice-of-Hearings>

And at the Justice Courts, Supervisors' Offices, Clerk of the Board, and the Development Services building front counter located at the County Complex in Florence Arizona.

DATED THIS 18th DAY OF July 2024, by Pinal County Public Works Department. By: /s/ Dedrick Denton, Transportation Planning Manager

WRITTEN STATEMENTS MUST BE FILED WITH: PINAL COUNTY Public Works PO BOX 749 FLORENCE, AZ 85132
NO LATER THAN 4:00 PM ON July 30th, 2024.

Or filed electronically with: **Contact for this matter:** Christopher Wanamaker, e-mail address: christopher.wanamaker@pinal.gov Phone #: (520) 866-6010
MINER, CBN, SUN Legal 7/17/24

(520) 385-2266

(520) 363-5554 Buy Online: bit.ly/2kcmZaP

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1. Automobile

20. Help Wanted

20. Help Wanted

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Or place it online at
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20. Help Wanted

20. Help Wanted

The Town of Mammoth Public Library is now accepting applications for Part-time Librarian. Must be able to multi-task and have excellent computer, phone and communication skills. Must be willing to work weekends. Applications can be picked up at Mammoth Town Hall located at 125 N. Clark St. Open until filled. On-the-job-training. Salary DOE. EOE

Ray Unified School District #3

Position Announcement

Position Type: Maintenance/Groundskeeper

Supervisor: Maintenance Supervisor

Requirements: U.S. Citizenship, H.S. Diploma or G.E.D.

To maintain facilities in a cost efficient and safe manner that ensures the highest level of appearance and healthful conditions.

Summary: Perform duties including maintenance, custodial, grounds keeping and delivery tasks. To include maintenance repairs including electrical, plumbing, carpentry, and vehicular.

Hours: 8 hours a day/4 days a week with Healthcare Benefits

Salary: \$16.15/hour

Applications can be picked up from the Susann Hillman at the District Office Monday through Thursday, 7:00 a.m.–3:00 p.m. or rayusd.org

Ray Unified School District #3 Position Announcement

Position Type: Special Education Health Aide

Date Posted: 06/27/2024

Location: Kearny, Arizona

Closing Date: Until Filled

Position Goals: A special education paraprofessional, under general supervision, provides assistance to the special education teachers, performing a variety of tasks relating to the physical and instructional needs of students in a self-contained setting; assists in the implementation of instructional programs, including self-help and behavior.

Description:

- Part-time 6 Hours per Day
- 10-Month Position/145 days/4-day work week
- Work 1:1 with students

Qualification:

- High School Diploma or GED
- Meet the requirements according to the Arizona Department of Education Paraprofessional Proficiency Test or associate degree or the equivalent of hours to an associate degree
- Ability to regularly lift 50 pounds
- Be capable of physically assisting students with special needs as required (positioning, lifting, transferring, etc.)
- Ability to work under the direction of others
- Willingness to assume any responsibilities appropriate for position
- Behave and speak in a professional manner at all times

Salary: Hourly \$14.35

To formally apply for this position, please visit the Ray Unified School District Business Office or call the Elementary School Office at 520.363.5515 ext 100.

The physical demands must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee will be engaged in daily strenuous physical activity. The employee is frequently required to bend, stoop, kneel, crouch or crawl. The employee is frequently required to lift and carry up to 25 pounds and occasionally lift and move up to 50 pounds. The employee frequently is required to move about the District or campus.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

Need a new Employee?

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Deadline Friday 5 pm

**20. Help Wanted****20. Help Wanted****20. Help Wanted****100. Real Estate****100. Real Estate****100. Real Estate**

The Copper Basin News has newspaper routes open immediately in the Kearny area: 300, 400 & 500 blocks of Greenwich; 400 & 500 blocks of Hartford & Mountain View Dr. Must be able to turn in your money and unsold papers weekly. Call or text



James at
480-620-5401.

Find your next job in
the classified!

HEY, KIDS:

Need some
COLD, HARD

CASH?

NEEDED IMMEDIATELY!!
The San Manuel Miner
seeks paper carriers for
SAN MANUEL.

**Sell 50 papers make
\$10, and you get to
keep all the tips!!**

You must be able to turn
your money and unsold
papers weekly.

**For More Information
Call James at
480-620-5401.**

The Town of Superior seeks an experienced, collaborative, service focused professional to serve as the Chief of Police. The Chief of Police reports to the Town Manager and serves as a key member of the Town's Leadership Team. This exempt position leads a team including sergeants, police officers, detectives, records clerk, administrative assistant, and police volunteers.



The Town is seeking a strong, hands-on leader with solid ethics and integrity who has the ability to focus on teamwork, responds promptly to staffing requirements, and implements strong organizational development initiatives and modern community policing approaches. It is expected that the new Chief will have strong communication skills, utilize community policing, provide solid leadership, and have a personality style that encourages and supports others within the Department and the community.

The successful candidate will be team oriented, work with an open door, relate well to the rank and file, be an integral part of the community and lead by example. Ideally, the Town seeks an individual with at least 15 years of broad and extensive law enforcement experience. Must have at least 2-3 years of command experience from Lieutenant and above. A bachelor's degree from an accredited college or university with major coursework in police science, criminal justice, public administration, or a related field is a plus. A combination of college or university course work, or other law enforcement professional training and a history of progressive law enforcement assignments will be considered and may substitute for a bachelor's degree.

Applicants must possess or be capable of obtaining an Arizona POST police officer certification.

To apply for this outstanding career opportunity, please submit your résumé, cover letter, AZ POST Personal History Form, a list of six work-related references (who will not be contacted without prior notice) by **June 21, 2024**. Applications are available at the Superior Town Hall Front Desk, 199 N. Lobb Ave., Superior AZ 85173. Town Hall is open Monday – Friday from 8:00am to 5:00pm. Deadline to Apply: **June 21, 2024**. All dates are approximate. This position is open until filled.

Amy Whatton Realty

PHONE: 928-812-2816
EMAIL: WHATTONA@GMAIL.COM

*Helping families find their
dream homes since 1986.*

SAN MANUEL

- **121 San Pedro** 3 bdrm 1 ba on lg. corner lot. Block wall. Extra storage. Low maintenance landscaping in front. Must see! \$182,000
- **PRICE REDUCED – 322 Ave B** 2 or 3 bdrm home. Added bedroom or family room and laundry area, You must see this home. Remodeled kitchen and bathroom. Includes all appliances. Great landscaping, low maintenance front and back yards. \$249,000
- **PRICE REDUCED – 1028 Webb Dr.** 3 bdrm 2 bath home. Many extras with block wall, garage, added family room, remodelled kitchen and baths, and ceramic tile flooring. Must see! \$259,000
- **PRICE REDUCED – 907 W. Webb Dr.** 3 bdrm 2 ba home. Includes extended family room and side utility area. Update kitchen and bath. extra sheds and fenced back yard, \$205,000
- **308 5th St.** 3 bdrm 2 bath home. Must see this great home. Low maintenance front and back yards, extended concrete driveway, laminate and carpet flooring. Garage/workshop, fenced back yard, remodeled kitchen and bathrooms. \$265,000
- **922 W. 4th Ave.** 3 bdrm 2 ba home with enlarged living room and added family room and utility room. Great home with all **SOLD** and some furnishings available. Lg. workshop and 2 sheds in back. Nice ramada also. Must see! \$207,500

MAMMOTH

- **726 Hwy 77** Commercial Building and Auto Repair Building with car lifts inside. Great location! Great opportunity! \$325,000
- **723 Hwy 77** Large store on Hwy 77. Includes all equipment walk-in refrigerator. Previously a liquor and food store. Great location and great price. \$250,000

Amy Whatton Broker
(928) 812-2816

Looking for a **NEW** home?
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ON THE AGENDA

ORACLE FARMERS MARKET: The Oracle Farmers Market at Sue and Jerry's Trading Post, 1015 W. American Ave., Oracle, will be taking a little break during the hottest part of the summer. The Oracle Farmers Market will be on break for the months of July and August. It will return on Sept. 4. For more information, please call 520-896-9200.

ORACLE SCHOOL BOARD: The Oracle School Board meets the third Thursday of each month at 6 p.m. Please check the district website at osd2.org for more information.

SAN MANUEL ELKS LODGE: Regular Elks Lodge meetings are held on the 2nd and 4th Tuesday at 7 p.m. each month with the following exceptions: July and August (only 1 meeting) on the 4th Tuesday of those months; December (Only 1 meeting) on the 2nd Tuesday of the month. Anyone interested in joining the Elks Lodge can call the club at 520-385-4041 or stop by the Lounge after 5 p.m. Tuesday through Sunday.

SAN MANUEL SENIOR CENTER: San Manuel Senior Center, located at 210 Ave. A in San Manuel, is open to everyone over 50 in the Tri-Community. Monthly events include:

- Monday, July 22 & 29, Canasta 12:30-4 p.m. (we will teach the games)
- Bridge is cancelled for the summer
- Monday, July 8, Melissa's Ladies' Luncheon at 11:30 a.m. at DeMarco's in Oracle
- Wednesday, July 3, 10, 17, 24 & 31, Canasta 12:30-4 p.m.
- Thursday, July 18, we will be going to Nonna Maria's for early dinner, 3 p.m. Call Hazel for reservations by Tuesday, 520-490-1605. This luncheon is in place of the potluck.

If you have any ideas about an activity you would like to do and organize, please let the folks at the Senior Center know. The seniors are putting together a picture puzzle. This can be worked when someone is in the building or by special request. Call Hazel 520-490-1605. There are books and puzzles to share.

AA MEETINGS: Open AA meetings are held Tuesday nights at the Oracle Courthouse at 6:15 p.m., 1470 N. Justice Dr.; and on Sundays at the Oracle Park on Evergreen at 9 a.m. (bring a chair as it's an outside meeting).

SAN MANUEL HISTORICAL MUSEUM: Just a reminder that the San Manuel Historical Museum is open every Saturday 10 a.m. to 2 p.m. Stop in and see the changes taking place in your museum. The museum is also open by appointment by calling 520-385-4352. This museum is so very important to San Manuel. There are new artifacts and research materials available. We are still growing and adding new items and printed material every day. This museum belongs to San Manuel and we appreciate your continued support. To schedule a visit any other time please call 520-385-4352. The museum is located in the Elks Plaza on 8th Ave. in San Manuel.

STORY TIME AT FAMILY FIRST: Family First Family Diaper Bank will be hosting a Children's Story Time program for infants to children up to 4 years in age on Wednesdays from 10 a.m.- 11 a.m. There will be story book reading, crafts, snacks and play time. Mothers, fathers and other family members are welcome to join in! This event will be held at 1575 W. American Ave. in Oracle. Call 520-896-9545 for more information.

Pacey Smith-Garcia to study in Germany

The U.S. Department of State and Cultural Vistas are pleased to announce that Pacey Smith-Garcia is one of 74 Americans selected to study and work in Germany as part of the Congress-Bundestag Youth Exchange (CBYX) for Young Professionals program – now in its 41st year. The 2024-2025 CBYX Young Professionals cohort departs for Germany on July 26 and returns to the U.S. in June 2025. Participants come from a wide variety of career fields and from all over the U.S. This year about 500 young professionals vied for a spot in this prestigious program.

CBYX is a bilateral exchange program of the U.S. Congress and German Bundestag (Parliament). The program is administered by the U.S. Department of State's Bureau of Educational and Cultural Affairs through non-profit implementing partners such as Cultural Vistas.

While in Germany, Pacey will attend a two-month intensive language course, study at a German university, and complete an internship in the field of journalism. Participants are usually placed with host families throughout Germany, where they act as citizen ambassadors of the United States, promoting a positive image of the U.S. abroad, creating lifelong friendships, and professional connections to enhance German-American relations.

While Pacey is in Germany, a group of 75 German CBYX participants will spend a year in the United States on a reciprocal exchange. German participants study at U.S. colleges and work at local businesses while living with

American host families.

While each exchange year is unique, over the last 40 years, the program has positively changed the life trajectories for thousands of American young people.

For more information about CBYX, visit exchanges.state.gov/cbyx or contact Cultural Vistas

at cbyx@culturalvistas.org. Applications for the fully funded 2025-2026 academic year will open in September 2024. German language skills are not required to apply for the fellowship. More information about the program, including eligibility requirements, can be found <https://culturalvistas.org/our-programs/internships-fellowships/congress-bundestag-youth-exchange-for-young-professionals-cbyx>.

Pacey is a 2019 graduate of San Manuel High School.



New exhibits at the museum



The San Manuel Historical Museum has some new exhibits. Life in San Manuel features an antique Singer sewing machine, vintage knitting needles and crochet hooks, handmade aprons and a quilt. There is a new Native American display with arrowheads, spearheads and pottery shards, some of which was found locally. New items in the Miners display is an engraved lunchbox, Meg-o-meter and a Miner's uniform with a tool belt, tool bag and boots, the majority of which was donated by local resident Joellen Brown. The San Manuel Historical Museum is open every Saturday 10 a.m. to 2 p.m. The museum is also open by appointment by calling 520-385-4352. The museum is located in the Elks Plaza on 8th Ave.

Lauren Carnes | CANP

RUMMAGE SALE

**JULY 19 & 20
FRI. & SAT.
7 A.M. TO NOON**

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PARISH HALL
& RAMADA IN
ORACLE**

**FURNITURE
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CLOTHING
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& MORE**

All proceeds remain with
St. Helen Parish, Oracle



Talented trio forms Root 77

By Nathaniel A. Lopez
Copper Area News

Often, it is very easy to overlook the fact that so much talent lies within the communities of the Copper Corridor. Some of those talented people are Art Jacobo, Lucas Monteros, and JT Boswell, who form the local country band Root 77. There's a possibility that you might have seen them performing at the San Manuel Chili Cook-off, The Ore House or Arizona Zipline Adventures.

"In 2021, I reached out to Luke out of the blue, because I wanted to start growing my guitar playing. I felt stagnant and was hoping that a jam band would help motivate me, and the other musicians to keep growing as musicians," commented guitarist Art Jacobo.

"I was approached by Art, who wanted to hang out and jam, but didn't want to sing full time. I was introduced to JT in the past and jammed with him. I introduced him to Art, and the rest is history," said drummer Lucas Monteros.

Before joining Root 77, JT Boswell was making videos of himself playing covers of country songs on Youtube. He had also released some original demos, one being an ode to his grandfather's personal stories of San Manuel in the 50s.

"I think being a musician is like visiting another place, if that makes any sense," began lead vocalist and guitarist JT Boswell. "To me when I pick up a guitar and write music, I get to that imaginary place. It's hard to explain into words, but it's something you just feel deep down inside you and it somehow speaks through the music. I respect all musicians man, even if it is music I hardly listen to, because I can tell when an artist is truly delivering and has a passion for what they do, and that I can truly respect. I hope that's what people perceive with us when they watch us play."

"Being a musician is more than just playing the instrument. It's an expression and an extension of yourself. It's an artistic way to show your raw emotions and express yourself in ways you can't put into words," said Monteros.

Jacobo added, "Music is and has been such a big part of my life for so long, it is honestly a part of who I am at this point. I play guitar most days whether at rehearsal, a gig, or if I just got home

from running errands and sit on the couch for a minute. It's just a part of my routine. Being a musician is just a trait of mine at this point – it's a part of the person I am. I play music in a weekend gigging band now and have been a full-time music director in the past. My kids are learning to play instruments; my siblings play music; a lot of the people that have become a part of my life the last few years are musicians. Being a musician is very important to me. It's helped shape the person I have become just like other big parts of my life has and I wouldn't trade it for anything."

With the group formed, the band began to practice together, doing sessions on porches. The guys eventually landed on a name, something with connection to their roots, and what better name than Root 77, referring to Arizona State Route 77, a road that helps connect towns of the Copper Corridor.

"You know, it motivates the hell out of me because we all know of that old talk of 'you're never going to become something out of those small towns.' So I truly want to reach the highest height we possibly can to represent where we're from. As for the talent out here, let me just say it is here! Beyond Your Reach (formerly known as The V Knights) are a killer rock and roll band out here; Toylit is releasing some new music that is just so well written and put together; and Hold My Beer Band is out here playing some of that good old traditional country music! The talent is here. I hope they have the same goals and ambition as us and we're rooting for all these guys man, and I hope one day we can put together an event for all local bands to come out and play an all-day show together!" said Boswell.

Monteros commented, "Being a band in the Tri-Community is amazing! We are fortunate enough to be in the middle of a musical Renaissance happening in the Tri-Community. With more local musical acts such as Toylit, Hold My Beer Band, Mother Cody, and Beyond Your Reach, exploding onto the scene, it's amazing just to be a part of it."

Jacobo also added "Being a band from the Tri-Community is awesome! I feel like everyone is so supportive out here, that we have an advantage over bands that might be starting elsewhere. There are a lot of local bands emerging from the area right now and its cool to be a part of that. I feel like there's



Art Jacobo, Lucas Monteros, and JT Boswell are Root 77. Photo Courtesy Root 77

nothing but support from one another, at least from what I've seen and that's amazing. This area is filled with great hardworking people and if we can provide some music and entertainment for them on the weekends, I am all for it. I just want to thank the Tri-Community again for the support we have gotten from them, it truly is amazing to have that."

Root 77 truly appreciates the support they have received from the community. The band is chasing their dreams of taking their musical ambitions to the next level, while sticking true to themselves and the desire and passion

to make music. JT Boswell and Root 77 will be playing a run of shows starting in August. On Aug. 9, they'll be playing at the Oracle Inn Bar and Grill; Aug. 10, an acoustic set at the Zipline's Steak Night; Aug. 30 and Sept. 27, at Chammps Bar-Kitchen in Tucson, and Sept. 28, at the 4EVR Ranch in Benson.

You can keep up to date with Root 77 by following them on Instagram, Facebook and Youtube. You can also listen to JT Boswell's singles, Holdin' on to Nothin', Been There Before, and Last Call, anywhere that you listen to your music. Come out to a show and support local music!