

James Carnes | CBN



Science day at Hayden Library

Pages 23-24

A community publication of Copperarea.com



Be prepared to 'Pull Aside, Stay Alive' during monsoon season

PHOENIX – A wall of dust that towers on the horizon. A heavy downpour of localized rain. These weather occurrences that happen during the monsoon season can rapidly reduce visibility and create unsafe driving conditions.

With the monsoon season rapidly approaching – officially, it runs June 15-Sept. 30 – ADOT is reminding motorists how to stay safe and be prepared for the extreme weather that monsoon season brings.

Let's start with dust storms. The best thing to do if you see a dust storm? Don't drive into it. But what if you encounter low-visibility blowing dust or a dust channel and aren't able to exit the highway? Act quickly and follow the "Pull Aside, Stay Alive" tips:

- Check traffic around you and begin slowing down.
- Pull off as far right as you can and exit the highway before visibility becomes poor.
- Do not stop in a travel lane or in the emergency lane. Look for a safe place to pull completely off the paved portion of the roadway.
- Set your emergency brake and take your foot off the brake.
- Turn off all vehicle lights, including emergency flashers. You do not want vehicles approaching from behind to use your lights as a guide and possibly crash into your vehicle.

- Stay in the vehicle with your seatbelt buckled and wait for the storm to pass.

Although Arizona is known for its heat and desert climate, the monsoon can produce sudden, heavy rainfall. Make sure you regularly check your windshield wipers and replace them if needed – our dry climate can destroy rubber wiper blades. If you're caught in rainy conditions, remember to:

- Turn on your headlights.
- Reduce your speed and maintain a safe distance between your vehicle and the one in front of you.
- Avoid sudden braking, which can cause you to slide on the

wet pavement.

- Avoid areas where water is pooling in travel lanes. And because summer is road-trip season, ADOT recommends motorists prepare for unplanned delays by packing a summer emergency travel kit that includes plenty of extra water, snacks, sun protection (hat, umbrella, sunscreen, etc.), flashlight, extra batteries and a fully charged cell phone.

Drivers and passengers can get real-time travel conditions and access to highway cameras at ADOT's Arizona Traveler Information site at az511.gov or by downloading the AZ511 app.

Kearny Police Report

Items are given to the Copper Basin News by the Kearny Police Department and reflect information available at the time the report is compiled.

Activity listed June 2 through June 8.

June 2

Theft was reported in the 300 block of Bristol Rd.

June 6

Breanna D. Macias, 30, was arrested in the area of Senator Chastain St. and was charged with driving on a

revoked license. She was cited and released.

June 8

Assault was reported in the 300 block of Greenwich Rd. Reginald J. Lechuga, 41, was arrested and charged with assault. He was cited and released.

June 2 – June 8: Calls not listed include ambulance (10), traffic (13), citizen assist (3), disorderly conduct (1), welfare check (3), juvenile problem (1), suspicious activity (2), agency assist (2), found property (1) and road hazard (1).

The Copper Basin News

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"There are numerous countries in the world where the politicians have seized absolute power and muzzled the press. There is no country in the world where the press has seized absolute power and muzzled the politicians"

—David Brinkley

Candidate Statements

ELECTION DAY
 JULY 30,
 2024

MUNICIPAL & COUNTY
 CANDIDATES CAN
 SUBMIT A FREE
 CANDIDATE
 STATEMENT - MUST
 BE TURNED IN BY
 JUNE 21, 2024 AT 5PM

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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.

Hayden Library June Schedule

Regular events: Mondays, Storytime 11 a.m. - noon; Tuesdays and Wednesdays, Senior Movement is held from 4 p.m. - 4:30 p.m.; Thursdays, Art from 1 p.m. - 2 p.m.; Fridays, Chess Club from 1 p.m. - 2 p.m. Special events are: Tuesday, June 4, Resource Fair and start of summer reading program; Friday, June 7, ASP Presents Live Snakes, 11 a.m. - noon; Thursday, June 13, Adult Brain Challenge from 4 p.m. - 4:30 p.m.; Saturday, Special Event Workshop from 10 a.m. - 2 p.m.; Friday, June 12, Craig Anderson Bird Adaptations from 11 a.m. - noon; and on Tuesday, June 25, Cooking Class from 5 p.m.- 5:30 p.m. For more information on the summer reading program or other events please call the Hayden Public Library at 928-200-2997.

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.



Free Youth Summer Conferences

Arizona Youth Partnership's Youth Summer Conference, for ages 10-17 in Copper Corridor, focuses on youth learning skills for life such as leadership, integrity and education. There will be breakout workshops, activities, prizes and lunch will be provided to all attendees. This event will be held on separate dates in five convenient locations: Thursday, June 13, from 9 a.m. - 2:30 p.m. at Hayden High School in Hayden; Friday, June 14, at Ray High School in Kearny from 9:30 a.m. - 3 p.m.; on Tuesday, June 18, in San Manuel at the San Manuel Community Center from 9:30 a.m.- 3 p.m.; on Thursday, June 20, from 9:30 a.m. - 3 p.m. in Mammoth at the Mammoth Community Center; and on Friday, June 21 at Superior High School in Superior from 9:30 a.m. - 3 p.m.. To sign up, please contact: Darien Mathews by phone at 310-926-4765 or by email at Darien@AZYP.org or Emilia Rutledge at 520-278-4128 or Emilia@AZYP.org.



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.

Records to be Destroyed

ATTENTION: All former Ray School Special Education students: If you participated in the Special Education program during the 2019/2020 school year, you are being notified that those records will be destroyed after June 30, 2024. If you are interested in receiving copies of your records, contact the Special Education office of the Ray School District.

20 Ask Your Master Gardener

Bring your gardening question to the Ask Your Master Gardener table at the SaddleBrooke Ranch Farmers Market, held in the parking lot by the restaurant at SaddleBrooke Ranch on Thursday, June 20, from 8-10 a.m. Our service is free. You can also visit our website: extension.arizona.edu/saddlebrooke-master-gardeners.



20 San Manuel Agrihood Seeks Volunteers

Volunteers needed! Join SMRC's Agrihood today! Meetings are currently held at the San Manuel Community Center on the third Thursday of the month at 6 p.m. The next meeting will be June 20.

20 Pinal County Waste Vouchers

Pinal County Waste Voucher Program is open. Eligible areas are Aravaipa, Dudleyville, Kearny, Mammoth, Oracle, San Manuel and Superior. Call 520-866-6419 to make an appointment for on-site registration at 118 Catalina Ave. in Mammoth on Thursday, June 20 from 9 a.m.- noon. You may also apply online at <https://bit.ly/458Xxt6>.



26 Superior Sr. Center Game Day

Game Days for the Superior Senior Center this month are Wednesdays, June 12 and 26, 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.



27, 29 Superior Food Bank Hours

Superior Food Bank has announced its summer hours. June's distribution will be on June 27, 6-7 p.m. (you must be in line by 7 p.m. to be served), and June 29, 9-10 a.m. (you must be in line by 10 a.m. to be served).

29 San Manuel Community Meeting

The San Manuel Revitalization Coalition community meeting for May will be held Saturday, June 29, at the San Manuel Community Center, 111 W. 5th Ave. from 10 a.m. to noon. Bring your friends and neighbors!

OBITUARIES

Joseph Manuel Sanchez



Joseph Manuel Sanchez, 86, of Oracle, Az, sadly left us on May 27, 2024.

Joe was born in Tiger, Arizona on July 9, 1937. He worked most of his life as an auto mechanic and loved the outdoors, hunting, hiking, and watching the sunset. Joe was always willing to help family and friends and could

carry a conversation with a stranger as if he had known them for years. Joe was a light in this world with his contagious smile and laugh and had a gift for storytelling.

He is preceded in death by his wife Jeanette; son, Joey; daughter, Karen; and brothers, Gabe and Samuel. Left behind in loving memory are daughters, MaryJane (Pedro) Santacruz and Rosie (Nick) Dominguez; grandchildren, Angelic (Adrian) Lopez, Rosanna (Clayton) Baker, Jessica Pena, Jose (Tina) Sanchez,

Veronica Medina, Melissa (Mike) Davis and Vanessa (Edgar) Medina; many great-grandchildren; one great-great grandson; brothers, Bobby, Roy and Jimmy; and sisters, Eglá and Jessie.

Services were held on June 15, 2024, at the Living Word Chapel in Oracle.

Brenda Wade

Brenda Wade, 83, passed away of natural causes in Apache Junction on May 14, 2024.

Brenda was preceded in death by her parents, her husband Albert, son Thomas, sister Jean and brother Ronnie.

She is survived by her children, David, Cindy, Kim and Travis; grandchildren, Thomas, Cassie, Adam, Leah, Kara, Alyssa, Rob, Brie, Alli, Derek, Kailey, Jordan, Zane, Jessy and Paige; great-grandchildren, George, Seth, Ben, Cassidy, Drayson, Autumn, Brooklyn, Rebecca and Rhiannon; sister, Carol; sisters-in-law: Patty, Betty, Cordelia, Patti and Gladys; and numerous nieces and nephews.

Brenda attended school in Montgomery, WV and worked as Manager of Saguaro Mobile Home Park for several years.

She married Albert Wade in 1960 and they had three children, David, Kim and Thomas.

Brenda Wade was an amazing woman. She never sought the spotlight; she was always willing to be someone's side kick. Brenda was the glue that held the family together. She had a great love for her family as well she prayed for all of them. She bloomed where she was planted

She loved taking care of her husband Albert before he passed and providing hospitality to many.

A celebration of Brenda's life will be held at Lighthouse Assembly of God Church, 1117 Hwy. 77, Winkelman, on June 22 at 11 a.m. Her ashes will be taken to West Virginia to be placed with her mother and father.



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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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- > Chicken Breast (3 lbs)
- > Extra Lean Ground Beef (3 lbs)
- > New York Strip Steaks (3 lbs)
- > Boneless Pork Chops (3 lbs)

Meat Box #3

- > Chicken Leg Quarters (10 lbs)
- > Ground Beef (5 lbs)
- > Pork Sirloin Chops (5 lbs)
- > Boneless Pork Ribs (3 lbs)
- > Beef Soup Meat (3 lbs)

Meat Box #4

- > Rib-Eye Steaks (3 lbs)
- > New York Strip Steaks (3 lbs)
- > Boneless Pork Chops (3 lbs)

Meat Box #5

- > New York Strip Steaks (4 lbs)
- > Rib-Eye Steaks (3 lbs)

Meat Box #6

- > Boneless Pork Ribs (2 lbs)
- > New York Strip Steaks (2 lbs)
- > Rib-Eye Steaks (2 lbs)
- > Boneless Ranch Steaks (4 lbs)

Meat Box #7

- > New York Strip Steaks (3 lbs)
- > Rib-Eye Steaks (3 lbs)
- > Chicken Breast (3 lbs)

Meat Box #8

- > Boneless Beef Ribs (2 lbs)
- > Boneless Pork Ribs (2 lbs)
- > New York Strip Steaks (2 lbs)
- > Rib-Eye Steaks (2 lbs)
- > Boneless Ranch Steaks (2 lbs)

Meat Box #9

- > Boneless Ranch Steaks (4 lbs)
- > Lean Ground Beef (4 lbs)
- > Boneless Beef Ribs (3 lbs)

Meat Box #10

- > T-Bone Steaks (6 lbs)
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Lunes 6 p.m.
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
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Sunday Prayer 9:15-9:45 a.m.
Worship 10 a.m.
Wednesday Bible Study
& Prayer 6 p.m.

Everyone is Welcome • Assembly of God

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
520-363-7711

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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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

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(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
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St. Francis of Assisi Catholic Church

11 Church Ave., Superior

Fr. Peter Nwachukwu
520-689-2250

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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
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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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To be included in the weekly church listing, please call
520-363-5554 or 520-385-2266 or email us at
cbnsun@minersunbasin.com.

Crews battle Arcadia Fire near Dudleyville

A fast moving fire burned about 121 acres six miles south of Dudleyville on Friday. The fire was contained to an agricultural field and Aravaipa Creek. State Route 77 was closed for a few

hours when the fire crossed the highway. Residents living south of Aravaipa Road west of Trent Road were placed on a GO order and asked to evacuate, but were able to return home.

Dudleyville Fire responded to the fire and helped to keep the fire from spreading much further and protecting homes in the area. Arizona Department of Forestry and Fire Management responded to the

fire with the Air Attack, state task force and three hand crews.

At press time the fire is at 50% containment. The cause of fire has not been identified.

Arizona Department of Forestry and Fire implements additional Stage 1 fire restrictions; reminds residents of wildfire potential

Increasingly hot and dry conditions coupled with an uptick in human-caused fire activity trigger the Arizona Department of Forestry and Fire Management (DFFM) to impose additional Stage 1 fire restrictions on State Trust land, and in conjunction with the agency's federal partners.

Stage 1 fire restrictions are currently in place on State Trust lands in Gila, Maricopa, and Pinal Counties. Restrictions remain in effect until rescinded.

Starting Thursday, June 6, 2024, Stage 1 fire restrictions went into effect on State Trust lands within Apache, La Paz, Mohave, Navajo, Yavapai, and Yuma Counties. Stage 1 fire restrictions will also be placed on State Trust lands within Coconino County, south of the Grand

Canyon. Due to the uptick in activity and wildland firefighting resources committed to multiple fires across the state, DFFM fire management feel restrictions are relevant within these areas in an effort to provide for public and firefighter safety and reduce the potential for any new starts.

Restrictions apply to the following state-owned and state-managed lands within the above-mentioned counties including:

- All State Trust lands outside incorporated municipalities.
- All Game and Fish Commission Wildlife areas and department properties outside incorporated municipalities.
- All State Parks outside incorporated municipalities – State Parks will remain open with fire restrictions in place. Please refer to <https://azstateparks.com/fire->

safety/ – for park-specific fire restriction information.

- All Department of Transportation highway, right-of-way property outside incorporated municipalities, not owned by federal land management agencies.

Restrictions include:

- Building, maintaining, attending, or using a fire, campfire, charcoal, coal, or wood stove, other than in a developed campsite or picnic area is prohibited. Exemptions include, a device solely fueled by liquid petroleum or LPG fuels that can be turned on and off. Such devices can only be used in an area that is barren or

cleared of all overhead and surrounding flammable materials within three feet of the device.

- Smoking is prohibited unless it is within an enclosed vehicle or building, a developed recreation site/improved site or while stopped in an area at least three feet in diameter that is barred or cleared of all flammable materials.
- Fireworks or another incendiary device are prohibited.
- Welding or operating acetylene or other torch devices with an open flame is prohibited.

Continued on page 9



The Arizona Department of Forestry and Fire Management has issued Stage 1 Fire Restrictions for most of the state.



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Who's on the municipal and county ballots for the July 30, 2024 Election?

While many have already begun to focus on the November Presidential election, the primary election scheduled for July 30, 2024, will determine the outcome of several local and county wide elections. Voters should be reminded that early ballots will be mailed on July 1, 2024, and election day is July 30.

All candidates are encouraged to submit a candidate statement for the June 26, 2024, edition of the Superior Sun, Copper Basin News and San Manuel Miner. Municipal Elections:

Town of Kearny: Mayor Curtis Stacy will seek re-election to a second two-year term. Councilmember David Herrera is running against the incumbent mayor. Herrera has also served as a Councilmember on the Town Council.

There are four council seats on this year's ballot, three four-year terms and one two-year term. Five Candidates are seeking the three four-year terms. Candidates are: Christian Rios, Gordon McAllen, Joanne Lerma, Thomas O'Connor and Jay Wernett. Rios and O'Connor currently serve on the Kearny Town Council. There are two candidates for the single two-year term

seat. Candidates are Arnold Mariscal and Shawna Whitehurst.

Town of Hayden: The Town of Hayden has the Mayor's position and two council seats on the upcoming July 30 ballot. Mayor Dean Hetrick and Councilmember Bernardino Cruz and Robert Manriquez are up for re-election. Mayor Hetrick has submitted his nomination paperwork to be on the ballot for the July election. There are not any candidates seeking election for the open council seats. This will mean that the Town Council will need to appoint their members to the council.

Town of Mammoth: Voters in the Town of Mammoth will have several candidates to choose from for the position of Mayor and two council seats. Incumbent Mayor Patsy Armenta is seeking re-election; she has been challenged by Vice-Mayor Ernest Bustamante and Debra Foster for the top position.

Four candidates will vie for the two council seats open on this ballot. Councilmember Joe Brewer and Councilmember Michael Martinez are seeking re-election; also on the ballot is Brett Larrimore and Annie Martinez.

Mammoth also has an open council seat the current town council will need to appoint a local resident to the seat. Those interested in applying for that seat should contact the Mammoth Town Clerk or see page 3 for more information.

Town of Superior: The Town of Superior has three council seats open for election. Longtime Councilmember Olga Lopez announced that she would not seek re-election along with Councilmember Bruce Armitage who served for eight years. Lopez has served on the Superior Town Council for over 24 years.

There are three candidates running for the three open seats: Councilmember Vanessa Navarrette is seeking re-election and will be joined on the ballot by Jed Lant and Christopher Tomerlin.

Town of Winkelman: There are two council seats up for election in Winkelman, Mayor Louis Bracamonte and

Councilmember Anita Hinojos will be seeking re-election.

There are no other candidates running for the positions. Mayor Bracamonte will run for the open council seat and the Council will vote to re-appoint him as Mayor or elect another Councilmember to the position.

Gila County District

3: The seat is currently held by Supervisor Woody Cline. Cline is seeking re-election but faces opposition from another Republican, Kelly Parks. There are no Democrats seeking this seat which means that the outcome of the July 30 election will determine who is the County Supervisor for the next four-year term. District 3 encompasses Hayden, Winkelman, part of Globe, San Carlos and Young along with other incorporated areas of Gila County.

Pinal County District 4: This seat is currently held by Supervisor Jeff McClure. McClure will face Pete Sabin as an opponent for the four-year term. There are no Democrats seeking this seat which means that the outcome of the July 30 election will determine who is the County Supervisor for the next four-year term. District 4 encompasses the communities of Oracle, San Manuel and Mammoth.

Pinal County District 5: This seat is currently held by Supervisor Jeff Serdy who is seeking re-election. Todd House, who served as a Pinal County Supervisor and was unseated by Serdy in 2020, will running against Serdy for the four-year term. There are no Democrats seeking this seat which means that the outcome of the July 30 election will determine who is the County Supervisor for the next four-year term. District 5 encompasses Superior, Kearny, Queen Valley, Winkelman and Apache Junction.



Watch your kids around water.

Public Notice

TOWN OF WINKELMAN SALE OF TOWN VEHICLE

The Town of Winkelman is accepting sealed bids for the following:

**2006 Ford Crown Victoria – 4 Door
TO BE SOLD AS IS WITH NO WARRANTIES OR
GUARANTEES OFFERED
Minimum Bid \$2,000.00**

Vehicle may be inspected at the Winkelman Town Yard, 110 W. 1st Street. Please call 520-356-7854 to schedule an appointment. For your convenience, you may pick up a Bid Form at the Winkelman Town Hall, 206 Giffin Avenue, Monday through Thursday from 10:00 a.m. to 4:00 p.m.

Sealed bids will be accepted until 4:00 p.m. on Thursday, June 27, 2024, at the Winkelman Town Hall Office or by mail to the following address:

**Town of Winkelman
ATTN: 2006 Ford Crown Victoria
P.O. Box 386
Winkelman, AZ 85192**

Sealed bids will be opened at the Winkelman Town Council Meeting on Monday, July 1, 2024, at 6:00 p.m. The Winkelman Town Council reserves the right to accept or reject any or all bids. If you have any questions regarding this notice of sale, contact the Winkelman Town Hall at 520-356-7854.

Published CBN:

Wednesday, June 12, 2024
Wednesday, June 19, 2024
Wednesday, June 26, 2024



CROWN GLASS SOLUTIONS - AUTO GLASS & TINT

Insurance Approved • Free Mobile Service
ADAS Camera Recalibration
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Call and let us help you set up your
INSURANCE CLAIM

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(online quotes)

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- FREE ESTIMATES -

Glass, Windows, Mirrors, Screens, Store Front,
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New Location
550 N. Willow St.
(at Ash & Hackney)
Globe, AZ 85501

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Licensed • Bonded • Insured

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 registrará 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 para 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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NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: KMMConsulting LLC File No. 23684452 II. The address of the known place of business is: 37738 S Hill Side Dr. Tucson, AZ 85739 III. The name and street address of the Statutory Agent is: Kurt M McMillen 37738 S Hill Side Dr. Tucson, AZ 85739 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: Kurt M McMillen 37738 S Hill Side Dr. Tucson, AZ 85739 manager **MINER Legal 6/19/24, 6/26/24, 7/3/24**

Public Notice

ARTICLES OF INCORPORATION DOMESTIC NONPROFIT CORPORATION ENTITY INFORMATION ENTITY NAME: RECONCILE CHURCH INC. ENTITY ID: 23678274 ARTICLES OF INCORPORATION DOMESTIC NONPROFIT CORPORATION ENTITY TYPE: Domestic Nonprofit Corporation EFFECTIVE DATE: 05/08/2024 CHARACTER OF BUSINESS: Organized exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c)(3) of the Revenue Code. We are a Bible believing, Christ centered church located on the Tonto Apache Reservation in Payson, Arizona. CORPORATION WILL HAVE MEMBERS: NO CORPORATION WILL NOT HAVE MEMBERS: YES STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Saundra Lopez PHYSICAL ADDRESS: 32 Unit C Tonto Apache Tribe Reservation, Payson, AZ 85541, Gila County MAILING ADDRESS: 32 Unit C Tonto Apache Tribe Reservation, Payson, AZ 85541, Gila County KNOWN PLACE BUSINESS: 32 Unit C Tonto Apache Tribe Reservation, Payson, AZ 85541, Gila County PRINCIPAL INFORMATION Director: Charlie Lopez, Lot 31 Tonto Apache Reservation, Payson, AZ 85541 Date of Taking Office: FELONY JUDGEMENT QUESTIONS: Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten percent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been: Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate? NO Subject to an injunction, judgement, decree or permanent order of any state or federal court entered within the seven -year period immediately preceding the signing of this certificate, involving any of the following: NO The violation of fraud or registration provisions of the securities laws of that jurisdiction; The violation of the consumer fraud laws of that jurisdiction; The violation of the antitrust or restraint of trade laws of that jurisdiction? BANKRUPTCY QUESTION: Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty percent of the issued and outstanding common shares or twenty percent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty percent in any other corporation (not the filing this Certificate) on the bankruptcy or receivership of the other corporation? NO SIGNATURE Incorporator: Sonia Becerra, 5/8/2024 **CBN Legal 6/19/24, 6/26/24, 7/3/24**

Public Notice

Notice
Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 115 S. McNab Parkway, LLC; File No: 23686582 (the "Company"). The principal address of the Company is 770 S. Coronado Ridge Road, Oracle, Arizona 85623. The name and physical address (which is also the mailing address) of the agent for service of process is Margie Buchanan, 770 S. Coronado Ridge Road, Oracle, Arizona 85623. Management of the Company is vested in one or more managers. The name and address of the person who is the initial manager of the Company is Margie Buchanan, P.O. Box 666, Oracle, Arizona 85623. The name and address of each member who owns a 20% or greater interest in the capital or profits of the Company is Margie B. LLC, P.O. Box 666, Oracle, Arizona 85623. There is no latest date on which the Company is to dissolve. **MINER Legal 6/19/24, 6/26/24, 7/3/24**

Public Notice

RESOLUTION NO. 2024-07
A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUPERIOR, ARIZONA RECOMMENDING THAT THE TOWN COUNCIL ADOPT ORDINANCE 2024-191 THEREBY APPROVING A REZONE FROM URBAN RESIDENTIAL (RI-5) ZONE TO URBAN RESIDENTIAL PROJECT OVERLAY ZONE DISTRICT ON ASSESSOR'S PARCEL NUMBERS 105-04-169, 105-04-170, 105-04-171, & 106-09-125 ALSO DESCRIBED AS 615 W. SANTA RITA ROAD AND 651 W. SANTA RITA ROAD. WHEREAS, the Planning and Zoning Commission has, at its regular meeting held on June 6, 2024, studied and considered Resolution No. 2024-07 recommending that the Town Council approve Ordinance No. 2024-191 approving a rezone from Urban Residential (RI-5) to PA Overlay Zone District (RI-5PA) for Assessor's Parcel Numbers 105-04-169, 105-04-170, 105-04-171, and 106-09-125, also described as 615 W. Santa Rita Road and 651 W. Santa Rita Road. WHEREAS, the Planning and Zoning Commission has determined that it is in the best interest of the Town to adopt this resolution to recommend the approval of Ordinance No. 2024-191, to approve a rezone from RI-5 to PA Overlay Zone District (RI-5PA) for Assessor's Parcel Numbers 105-04-169, 105-04-170, 105-04-171, and 106-09-125, and WHEREAS, a public hearing upon Resolution No. 2024-07 was held by the Planning and Zoning Commission of the Town of Superior on June 6, 2024, at which hearing evidence, oral and documentary, was admitted on behalf of said amendment. NOW, THEREFORE, BE IT RESOLVED that the Planning and Zoning Commission of the Town of Superior, in a regular session assembled on the 6th day of June 2024, resolved to approve Resolution No. 2024-07, a Resolution recommending that the Town Council approve Ordinance No. 2024-191 thereby approving a rezone from Urban Residential (RI-5) to PA Overlay Zone District (RI-5PA) for Assessor's Parcel Numbers 105-04-169, 105-04-170, 105-04-171, and 106-09-125, also described as 615 W. Santa Rita Road and 651 W. Santa Rita Road. BE IT FURTHER RESOLVED that a copy of this Resolution be delivered forthwith by the Town Clerk to the Town Manager and Town Council of the Town of Superior. **PASSED AND ADOPTED THIS 6th DAY OF JUNE 2024. /s/ Matt Mashaw, Chairman I. Ruby Cervantes, hereby certify that the foregoing Resolution No. 2024-07 was passed and adopted by the Planning and Zoning Commission of the Town of Superior at its regularly scheduled public hearing held on the 6th day of June 2024, by the following vote: AYES: 5; NOES: 0; ABSENT: 2; ABSTENTIONS: 0 /s/ Ruby Cervantes, Town Clerk**
SUN Legal 6/19/24, 6/26/24

**Ray Unified School District #3
Position Announcement****Position Type:** Elementary Teacher**Date Posted:** 05/16/2024**Location:** Kearny, Arizona**Closing Date:** Until Filled

Position Goals: While under the direct supervision of the Principal, the Teacher will provide sound and consistent instruction to students, modifying curriculum as needed, to support academic growth that enables each student to reach their full potential.

Description:

- Contract: 10-Month Position/150 days/4-day work week
- Start Date 07/29/2024

Qualification:

- Bachelor's or Master's Degree from an accredited college/university
- Valid Arizona Teaching Certification in Appropriate Area
- AZ IVP Fingerprint Clearance Card (required)
- Must be qualified to teach assigned grades and/or content

Salary: Teachers Salary Schedule**Benefits:**

- Arizona State Retirement (ASRS)
- Medical, Dental, Vision Insurance
- Paid Time Off
- Life Insurance
- Wellness Program

To formally apply for this position, please visit the Ray Unified School District's website, District Office, or Administration.

The physical demands that must be met by an employee to successfully perform the essential duties and responsibilities of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential duties and responsibilities. While performing the duties of this job the employee is regularly required to stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, talking hearing, seeing, repetitive motions and occasionally lift or carry up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, and the ability to adjust focus.

**Ray Unified School District #3
Position Announcement****Position Type:** Paraprofessional/Aide**Date Posted:** 05/16/2024**Location:** Kearny, Arizona**Closing Date:** Until Filled

Position Goals: Work 1:1 with student, assist the teacher, grading papers, making copies, small group instruction, and playground duties

Description:

- Part-time 6.5 Hours per Day
- 10-Month Position/145 days/4-day work week
- Work with groups/classes

Qualification:

- High School Diploma or GED
- Meet the requirements according to the Arizona Department of Education Paraprofessional
- Ability to work under the direction of others and cooperatively with others
- Willingness to assume any responsibilities appropriate for position
- Behave and speak in a professional manner at all times
- Playground duty involved
- Patience and sensitivity in dealing with students
- Ability to maintain a high level of confidentiality

Salary: Hourly \$14.35

To formally apply for this position, please visit the Ray Unified School District's website, District Office, or Administration.

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

**He who has a thing to sell and goes and
whispers in a well, is not so apt to gain the
dollars, as he who climbs a tree and hollers."**

(Author unknown)

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**20. Help Wanted****HEY, KIDS:**

Need some
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The San Manuel Miner**
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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.

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- **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, **SOLD** \$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 **SALE PENDING**
- **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

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Free soil screening, learning event offered to residents of Hayden, Winkelman

Hayden Library on Saturday hosted a soil screening event for residents of Hayden and Winkelman. The whole family was invited for food and games. There was a lot of information about environmental health.

The event was cohosted by Gila County, the University of Arizona's

Department of Environmental Science, Ramirez-Andreotta Integrated Environmental Science & Health Risk Laboratory, University of Arizona Superfund Research Center, National Institute of Environmental Health Sciences and the Arizona Department of Health Services.



Photos by James Carnes

HAYDEN SMELTER

CANCER: LUNG, THROAT, COLON

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