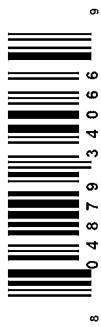


Debbie Torres | Superior Sun



District Champs! Heading to State!

Pages 31-32

A community publication of Copperarea.com

Daytime full closure of US 60 between Superior and Miami planned June 27; expect delays and plan for at least a one-hour detour

The Arizona Department of Transportation advises drivers to plan for the full closure of US 60 between Superior and Miami, mileposts 227-243, from 9 a.m. to 2 p.m. Thursday, June 27, for blasting operations related to the US 60, Queen Creek and Waterfall Canyon Bridges Replacement Project.

US 60 between Miami and Magma Mine Road, near milepost 231, will remain open for local traffic only.

DETOUR: Eastbound US 60 drivers will use southbound State Route 177 through Winkelman to northbound SR 77. Westbound US 60 drivers will use southbound SR 77 through Winkelman to northbound SR 177. Due to the roughly 75-mile length of this detour, drivers may want to consider planning travel before 9 a.m. and after 2 p.m.

The detour is estimated to add an additional hour for

trips between Superior and Miami.

Motorists should plan for lane restrictions and speed reductions in the work zone and a 12-foot vehicle width restriction to be in place for the duration of the project. Oversize loads may be accommodated with advance notice.

For more information about this project and to sign up for notifications about this project, please visit azdot.gov/US60QueenCreekBridgeProject.

Drivers who are heading to the White Mountains area should consider a shoulder-widening project along SR 260 west of Heber-Overgaard before detouring through Payson along the Mogollon Rim. The 22-mile long project (mileposts 282-304) has multiple flagging stations through the project area.

For more information about closures and traffic delays please visit az511.com.

Drivers should allow extra travel time and be prepared to slow down, use caution and merge safely when approaching and traveling through highway work zones.

The Superior Sun

USPS 529-320

Publisher..... James Carnes
General Manager..... Michael Carnes
Managing Editor..... Jennifer Carnes
Copy Editor..... Arletta Sloan
Reporter..... Mila Besich
Reporter..... Nathaniel A. Lopez
Reporter/Photographer..... Lauren Carnes

Email:

jenniferc@MinerSunBasin.com;
cbnsun@MinerSunBasin.com;
michaelc@MinerSunBasin.com

www.copperarea.com

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Telephone (520) 363-5554

Fax (520) 363-9663

"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

Superior Police Report

Items are given to The Superior Sun by the Superior Police Department and reflect information available at the time the report is compiled.

Activity listed June 2 through June 15.

June 2
Accident with injury was reported in the area of Belmont Ave. and Martin St.

June 3
Narcotics were reported in the area of US Hwy. 60

June 5
Theft was reported in the area of 100 block Gorham St.

Sex offense was reported in the 200 block of Magma Ave.

Violation of a court order was reported in the 1000 block of Western Ave.

June 6
Violation of a court order was reported in the 1000 block of Western Ave.

June 7
Accident non-injury was reported in area of US Hwy. 60 and Hwy. 177.

June 8
Accident non-injury was reported in the area of Medlock Dr.

June 12
Theft was reported in the 100 block of Kellner Ave.

Theft was reported in the 1000 block of US Hwy. 60.

June 15
Theft was reported in the 1000 block of US Hwy. 60.

Violation of a court order was reported in the 1000 block of Western Ave.

Manuelito A. Gomez, 40, Superior, was arrested in the 600 block of Crowe St. and was charged with aggravated assault. He was also arrested on a Pinal County warrant and was transported and booked into the Pinal County Jail in Florence.

COPPER CORRIDOR COMMUNITY CALENDAR

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 Schifferns 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.

JUNE

OSD, M-SM School Supplies Drive in June and 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.



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 Revitalization Coalition 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!

JULY

2 Attention Kearny Residents: Town of Kearny to Flush Water Lines

The Town of Kearny will be flushing the water lines on Tuesday, July 2. Please do not do laundry during this time as there will be brown and black water because of what has accumulated in the system, due to the time the filtration plant was out of operation. Thank you for your patience!

Superior secures grant for fire breaks, offers assistance to Kearny, Top of the World

By Nathaniel A. Lopez
Copper Area News

With the recent Simmons Fire, and Arcadia Fire, the idea of fire safety is fresh on the minds of many people. The town of Superior is doing what it can to keep their homes safe from any potential fire hazards.

After the Telegraph Fire in 2021, Superior began assembling a coalition with other Telegraph Fire affected communities, working on putting plans together for firebreaks for the region. A firebreak is a section of cleared land intended for preventing further spread of fires.

After four to five grant cycles, Superior was finally able to secure its first grant for fire-safety projects. That grant went to clearing a firebreak around the south end of town.

“That area is the best location for a firebreak. It also ties into the 177 and the US 60, so it’s got an anchor point on both

ends,” said Superior Town Manager Todd Pryor. “The intent of that firebreak is to allow them to set active back-burns and to set fire control lines off of that anchor point. It is designed on existing roadways so that the fire crews can access and exit the scene safely.”

The town of Superior also has other projects they are working on with a similar design.

“The intent is to decrease the fire-risk of the community,” Pryor added. “We are a very high risk fire community. If you look at the risk map, we are extreme, that’s what we’re classified as, the highest risk. That helps us justify our grant applications, of course, but it means we’ve got a serious problem to deal with. It’s not just us. All of our Copper Corridor friends are in a similar boat. We have designed firebreaks for those communities, we’ve shared with Kearny a design for a firebreak around their community, one around Riverside, one around Top of the

World, and we’re going to try to help them get those funded as well.”

Aside from the initial firebreak at the south end of town, they have also cleared seven acres of Queen Creek through the center of town, with a grant being submitted to clear an additional 10 acres through the center of town.

“I think we’re on our fourth or fifth phase of fire hazard reduction, but it’s not a one-and-done project. We’ll have to continue to work on these firebreaks for the foreseeable future, and expanding them, increasing the safety for the community will be important,” said Pryor.

For citizens wanting to help keep Superior more fire-safe, the Superior Fire Department is instituting fire-wise guidelines. They also have a fire court that will come out and assess your property, and let you know how to make it more fire-wise.

Take action and help keep your community safe from fire hazards.



Todd Pryor, Superior Town Manager

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*Membership eligibility required. Some benefits require registration/activation. Terms and conditions apply.
See credit union for details.

Truth in Taxation Hearing Notice of Tax Increase

In compliance with §15-905.01, Arizona Revised Statutes, Superior Unified School District is notifying its property taxpayers of Superior Unified School District’s intention to raise its primary property taxes over the current level to pay for increased expenditures in those areas where the Governing Board has the authority to increase property taxes for the fiscal year beginning July 1, 2024. The Superior Unified School District is proposing an increase in its primary property tax levy of \$200,000.

The amount proposed above will cause Superior Unified School District’s primary property taxes on a \$100,000 home to be \$67.61. Without the tax increase, the total taxes that would be owed would have been \$0.

These amounts proposed are above the qualifying tax levies as prescribed by state law, if applicable. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the proposed tax increase scheduled to be held July 10, 2024 at 6 pm at the Kennedy Elementary School, room 101.

OBITUARIES

Joseph Manuel Sanchez

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

Joe was born in Hayden, 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, Egla and Jessie.

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



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(520) 363-5353

Rob Bulman, Owner

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Pinal County Sheriff's Report

Items are taken from the LexisNexis® Community Crime Map. Activity listed June 9-22.

June 9

Theft was reported in the 800 block of W. Robles St., Oracle.

A warrant arrest was made in the 1000 block of E. American Ave., Oracle.

June 10

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

A warrant arrest was made in the 600 block of S. Encina St., San Manuel.

Theft was reported in the 400 block of S. Tierra Verde Pl., San Manuel.

Burglary was reported in the 100 block of E. Avenue I, San Manuel.

June 13

Burglary was reported in the 300 block of E. Nuestro St., Oracle.

June 15

Criminal damage was reported in the 500 block of N. Timberline Rd., Oracle.

Criminal damage was reported in the 100 block of S. McNab Pkwy., San Manuel.

June 16

A disturbance was reported in the 3100 block of S. Mesa Rd., Aravaipa.

June 19

Burglary was reported in the 78200n block of E. San Pedro Rd., Dudleyville.

June 20

Theft was reported in the 28500 block of S. Veterans Memorial Blvd., San Manuel.

June 21

A warrant arrest was made in the area of W. Sixth St. and W. Main St., San Manuel.

Theft was reported in the 600 block of W. Webb Dr., San Manuel.



Arizona Financial Services

The SIMPLE IRA plan –

If you're self-employed or own a small business, you may be able to establish a savings incentive match plan for employees (SIMPLE) IRA plan. A SIMPLE IRA plan is a salary reduction retirement plan for certain small business that is established in the form of employee-owned traditional individual retirement accounts (but with a higher contribution level). Establishing such a retirement plan can provide you with a tax-advantaged way to save funds for your retirement; it may also help you attract and retain qualified employees. Call for an appointment.

New annual contribution limits for SIMPLE IRAs let you invest more.

Year	2022	2023	2024
Under 50	\$14,000	\$15,500	\$16,000
Over 50*	\$17,000	\$18,500	\$19,500

*includes "catch-up" provision



WARREN J. MYERS
INVESTMENT ADVISOR
REPRESENTATIVE
www.warrenjmyers.com

Phone (520) 385-4725

Fax (520) 385-2521

603 W. 6th Avenue, San Manuel, AZ 85631-1105

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Casa De Salvacion Asamblea De Dios

201 E. Kino (& Catalina)
Mammoth

Carlos Gonzalez
520-487-2043

Domingo 10 a.m. to 1 p.m.
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.

Advertise Your Church Here!

Church of the Good Shepherd

Bottom of School Hill, Kearny

Pastor Jim Bless CLM
520-548-9172

Local Contact: Tom Herbst 412-888-6792
www.thegoodshepherd.pbworks.com

Sunday Worship 9 a.m.

UMC in cooperation with the Episcopal Church & the
Evangelical Lutheran Church of America
We stand in awe of God and of one another

Family Life Christian Center

56 Kellner Ave., Superior
"When Life Hurts – Only God Heals"

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.

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.

Serving All of the Copper Basin Area

Lighthouse Assembly of God

Hwy. 77, MP 134, 1/2 mi S of Winkelman

Pastor David Wade
520-356-6718

Sunday Worship Service 9 & 11 a.m.

We Welcome You!
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Living Word Chapel-Kearny

Love, Empower & Transformed
with the Living Word

Pastor James Ruiz
520-896-2771

Join us Sundays at 11 a.m.
402 Danbury Rd., Kearny

For more information, visit us online
at www.lwconline.org
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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Sunday live at 10 a.m. (Or stream anytime)

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To be included in the weekly church listing, please call
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cbnsun@minersunbasin.com.

Municipal & County Candidate Statements

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.

As a community service, Copper Area News Publishers offered municipal and county candidates the opportunity to submit a statement in advance of the early ballot mailing. The statements are included below. Copper Area News Publishers does not offer endorsements of any candidate.

Arnold P. Mariscal Jr., Kearny Town Council



My name is Arnold P. Mariscal Jr. and I am running for Kearny Town Council (two-year term). I have lived in Kearny for a little more than 20 years. Kearny has been home for my family (my wife, Althea and children AJ, Mariyah and Marlayna).

I am a Veteran of the U.S. Navy, honorably serving from

1987 through 1991. After my Enlistment, I worked for CCA/ CoreCivic for approximately 12 years, seven of those years I was a Senior Correctional Officer. Eventually, I started working for various security companies throughout the Country as a Contract Security Specialist.

My interest in running for Town Council resurfaced at the beginning of this year after learning that four vacancies in the Council were opening up this election year. I had an interest in the Town Council about four years ago and went before the Council at the time to seek appointment and didn't get it.

Although that hasn't stopped

me in my efforts of volunteering my time in helping those members of my community. Since then, I've volunteered my services with the local churches whether it be with St. Vincent De Paul, volunteering my Peer Support services with the LDS Church and conducting weekly meetings with Recovery Support at the Kearny Church of the Good Shepherd. I'm currently a member of Copper Corridor Community Substance Abuse Coalition and hoping to be joining AZYP on a part-time basis.

Where do I see myself as your Councilman?

My Mission Statement is KEARNY FIRST! And that is

what I intend to do if elected. I will work alongside the Mayor and Town Councilmen for the good of Our Town. Infrastructure is one of the most important projects for the Town. The water issues that we have seen over the past 20 years appears to be coming to a positive conclusion. Our Town buildings, I believe, should be next on the Town's agenda. The Town will be leasing from Innovation Properties for at the least three years. The Town Hall is currently operational and was told in May's Town Council meeting that the Library will be opening soon.

With that being said, where do I see our Town in the next three to five years? In three to

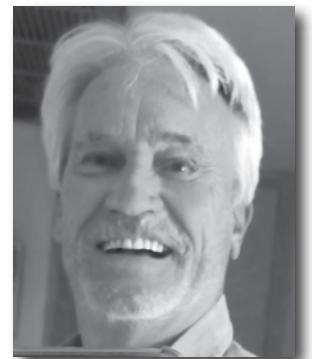
five years, I'm hoping that we can agree to make a decision about a Kearny Town Community Complex. This should be located down where the Town buildings and swimming pool are located. Many municipalities around us have these Community Complexes that combine Town Administration offices, Community Library and meeting/event rooms for various events for the Community to use. Maybe even a new aquatic facility could be something we can make happen. All these things can be funded by grant money. It's a vision that I share with you and I feel it can be done!

Lastly, I want to thank *Copper Basin News* for their

support of our community. I ask that we continue to support them as a great source for community events and news.

I humbly ask for your support and vote in electing me as your Kearny Town Councilman always putting KEARNY FIRST! It would be an HONOR.

Thomas
O'Conner,
Kearny
Town
Council



I will continue to respect the Town of Kearny Council seat as an incumbent with integrity and a proven good faith commitment to all of our residents, employees and businesses alike! I will champion healthy water infrastructure and water quality, town financial transparency and council honesty!

Curtis Stacy, Mayor Town of Kearny

The last 18 months as the Mayor of Kearny have certainly been eventful. Thanks to the hard work of previous administrations, we are about to complete a \$3 million repair to our town water tanks, wells and booster station as well as a \$2 million repair to our wastewater treatment plant! It has been an honor to be involved in those projects to help see them to completion so thank you to Mayor Ramsey and Mayor Sommers for seeing those projects funded and begun. We also have a couple new projects we are about to kick off including some water line repair work and an upgrade to the filtration plant for our drinking water. Those new projects will total over \$4 million in grant funding.

In addition, we relocated our Town Hall and Library due to mold contamination and termite damage, put a plan in place to rebuild these facilities, repaired our main wells (remember the cloudy water?), began the town lake rehabilitation project funded primarily by ASARCO, APS and CNSI; and maintained a healthy town employee culture. It's been busy and I appreciate every town employee who has been asked to stretch professionally to make these projects successful.

I have kept my campaign promise of putting the Town of Kearny first in every decision I have made, at times even straining personal friendships that I

hold dear and certainly stretching my personal time resources. I was not perfect in these decisions, but no one ever is when hindsight is available; however, given the information we had at the time of the decisions I would not change a thing about what we did and am overall happy with our performance over the last 18 months. There is always more to do.

I am once again asking for your vote to continue the work in front of us.

We currently have approximately \$1 million in our road maintenance fund (we are going to spend some of that soon to fix some of our roads) and approximately \$1 million in our general fund carry forward (basically left over after all expenses). We do have some financial challenges facing us. Our water and wastewater units require us to spend roughly \$300K per year out of the general fund to keep them solvent. This is why our water rates continue to increase. The State of Arizona cut nearly \$100K out of our state shared revenues, and vehicle leases are hitting us for an absurd amount of money every year. We can fix the vehicle lease issues and work toward solvency on the water side of things, but we will continue to dip into the general fund for the next few years to do this.

We have a professional staff that manages the day-to-day operations of the Town and, in terms

of the strategic direction of this community, there are no blind spots related to my engagement in the town. I actively help our professional admin team with all the projects, strategic planning, with day-to-day challenges they face that I may have some experience or expertise that can be applied, and with their professional development where appropriate. I always respond to resident requests for information with the most up-to-date information available. I am engaged.

I manage to do all of this while also working 60-70 hours a week in my professional job. I don't do this because I want any accolades or admiration. I always give everyone else the credit for the good things that happen in our town; it is a team effort, and I am just honored to be a part of it. I do the work because I live here and because I love this community, none of us on the Town Council are paid in any way. I do this because I have a vision of this town thriving, with full school systems, fully occupied commercial districts, new homes being built, and an economic outlook that we can be proud of and that will support our families and our children's families for decades to come.

I don't know what will happen when you all go to the polls but I hope you will see fit to return me to this office so I can continue to work for you all.

Jay Wernett, Kearny Town Council

Hello, my name is Jay Wernett, and I am asking for your support. I would like to serve you as a member of the Kearny Town Council (four-year seat). I have been a Copper Basin resident for 45 years of which approximately 30 years have been as a resident of Kearny. I have been married to my wife (Angela Bejar Wernett) for 20 years. I have 3 children Jacob, Jonathan (daughter-in-law Chelsea) and Bella and 2 grandchildren Jamey and Brayley. My wife, children and I are all graduates of Ray High School and still reside in Kearny.

My professional career has included over 25 years of business ownership, leadership and management positions. In these roles, I have launched multiple small businesses and had various levels of responsibility that have given me the opportunity to lead groups ranging from 6 to as many as 500 members

in a variety of roles. Throughout my career, I have developed and managed budgets, facilitated strategic planning and continuous improvement teams. In addition, I have been responsible for overall business operations for personal businesses and multiple organizations in a variety of industries. I am currently the owner of Wernett Properties and the Operations Manager for Daicel Safety Systems America.

Throughout my adult life, I have had the opportunity to serve the Kearny Community as a youth coach and sponsor through Kearny Little League, AYSO Soccer and Ray High School Athletics. In addition, I have been a member of the Rotary Club, 4-H Community, Chamber of Commerce and Elks Lodge. Lastly, I have served as a Member of Ray Unified School Board for a total of eight years, and currently serve as President. As

you can see, I have been an active member of the Kearny Community for many years. Although I have left Kearny for a short time on a few occasions, I have always found my way back home. My family and I truly appreciate the lifestyle, community, and comforts of small town living in Kearny. Kearny is home to our family, and I am committed to doing all I can to preserve the small-town culture as well as find ways to help improve the community overall.

From a political and personal perspective, I am a supporter of the mining industry as it is the reason Kearny exists. The mining industry has been a key contributor to our history and certainly will continue to be part of our future. The mining industry has put food on the table and clothes on the backs of my family for many years. As much as I support mining, I also feel strongly that we

need to find ways to bring other employment opportunities to the area to minimize the impact the community experiences during the natural peaks and valleys associated with the industry. In addition, I believe government has an obligation to be fiscally responsible with tax-payer funds. I am a proud supporter of our schools, law enforcement, military, first responders, the Second Amendment and individual freedoms. I have decided to run because I care about the community and value the people that live in it. My focus is to be part of the solutions to the many challenges we face as a community.

I hope this tells you a little about me and I invite you to reach out if you have specific questions or concerns that you would like to discuss. I appreciate your time and encourage you to vote on July 30th.

Jed Lant, Superior Town Council

My name is Jed Lant and I am proud to announce my candidacy for the Superior Town Council. I am a life-long resident of Superior and I would appreciate your support to allow me to serve on the Superior Town Council.

I am a qualified candidate seeking a seat on the Town council. I am dedicated to serve our community with positive leadership and utilize my extensive knowledge of the Town's operations to help the Council make good decisions. I have extensive knowledge in Public Works and critical infrastructure such as the Waste Water Treatment Plant.

My vision is to promote progress and true representation of the town's people.

As a lifelong resident, I understand to the importance of Public Works and the necessity to maintain and preserve assets such as streets and the wastewater treatment plant. I also understand the luxury of animal control and the expenses that coincide with operating a full animal control department. Keeping the youth engaged with activities is also important to me. Growing up in Superior we had a few programs, Little League and the swim team is how we spent our summers.

Candidate Qualifications

- Five years Public Works overseeing (7) departments to include Streets, Planning & Zoning, wastewater, cemetery, janitorial, animal control and swimming pool.
- Managed several grant projects including: total street sign replacement to meet retro reflectivity requirements, environmental study to obtain additional grants for weed control and Magma Club rehabilitation project.
- Thirteen years of Utilities experience to include water and wastewater my current certifications are four grade 4 certifications

through ADEQ and three certifications for Membrane Operator Certification

- Certified Pool Operator (CPO) with five years' experience operating public pools
- Level 2 Road Scholar through the ADOT LTAP program for all aspects of street construction and maintenance.
- Completed four pre-apprenticeship programs through National Center for Construction and Education Research and graduated with a 3.86 GPA in Carpentry, Concrete, Plumbing and Electrical.

I appreciate your support and vote for me, Jed Lant, in the upcoming election.

Chris Tomerlin, Superior Town Council

I am Chris Tomerlin and I am running for Town Council in Superior. I bring experience and dedication to the people of Superior. With a deep-rooted history in the community and a robust background, I am committed to enhancing the town's growth and prosperity.

Key Qualifications: I bring a unique blend of skills in audits, record-keeping, and Public Safety. My experience will ensure a meticulous and informed approach to town governance.

Professional Background:

• **Emergency Medical Technician:** 12 years of responding to emergencies at the Basic Life Support Level.

• **Basic Life Support Evaluator:** 12 years evaluating and ensuring the quality of Emergency Medical Technician students using the metrics and standards provided

by Arizona Department of Health and the National Registry of Emergency Medical Technicians.

• **EMS Instructor & Program Auditor:** Training the next generation of emergency medical professionals and auditing programs to maintain high standards.

• **Correctional Officer:** 10 years ensuring public safety and security across multiple agencies standards and protocols.

Education: I hold an Emergency Medical Technician Certification and have completed hundreds of hours of continuing education, reflecting my commitment to professional development and excellence. I have also taken classes and learned through experience about multiple aspects of running a business.

Community Involvement:

• **Superior Chamber of Commerce Executive Board Secretary:** Actively

contributing to local business development and advertising.

• **Vice President of Security, Police, and Fire Professionals of America Amalgamated Local 825:** Advocating for public safety professionals across multiple jobsites and over 800 employees.

• **Past Volunteer:** Generous contributions of time to multiple local organizations, displaying a long-term commitment to community service.

Personal Background: I am a third-generation resident of Superior, with my family having lived in the town for over 100 years. This deep connection to the community fuels my passion for serving its residents. In my spare time, I enjoy woodworking, hiking, and exploring the beautiful desert landscapes around Superior.

Key Issues and Campaign Goals:

1. Increase Volunteerism: Encourage greater community involvement and volunteerism to strengthen civic engagement by encouraging residents of all ages to get involved in any way they can contribute.

2. Boost Tourism: Collaborate with community partners to enhance tourism, bringing economic growth and cultural vitality to Superior.

3. Expand Local Business: Explore innovative ways to increase revenue through the expansion and support of local businesses.

I am dedicated to working tirelessly for Superior's future. My vision for the town is one of growth, engagement, and prosperity. Vote for Chris Tomerlin for Town Councilmember—a lifelong resident of Superior who is committed to the other residents of the Town and the prosperity of the Town for years to come.

David Herrera, Mayor Town of Kearny



I am running for the office of Mayor of Kearny. I am asking for your vote and support.

As a resident of Kearny, I believe that good clean water is what all parents want.

I have served on the council for eight years and have supported all the changes to make the water systems work better.

In 2018, I started a not-for-profit water corporation to study how aquifers and water tables are being depleted. We also looked at how water is being contaminated.

Change is not easy but with your help we can make water better in Kearny.

Thank you.

Vote!

Patsy Armenta, Mayor Town of Mammoth

I am running to retain my position as Mayor of the Town of Mammoth. I have been a resident of the Town of Mammoth for 56 years. I worked for the Pinal County Health Department for 30 years.

I have served as the Mayor of the Town of Mammoth for the past four years. During that time as Mayor, I have worked to make the Town of Mammoth a better place to live by ensuring that we hire qualified staff to serve the public and address important issues that impact the residents of Mammoth. During my time as Mayor my accomplishments include, championing such projects as:

- Hiring a qualified Chief of Police
- Securing a Grant for a new Evidence Storage Facilities for our Police Department
- Worked with Senator Kelly to secure a grant for \$140,000 to purchase two new Police vehicles
- Organized a safe place for displaced residents from the Margo Fire in Dudleyville to get supplies and food.

I have always made myself available to the residents of Mammoth and have worked to find solutions to the problems facing our town. I look forward to continuing serving you as Mayor. Thank you for your vote.



Jeff McClure, Pinal County Board of Supervisors

I, Jeff McClure, am your current Pinal County Supervisor for District 4. Prior to this, I was elected to the Oracle School Governing Board, and selected by my peers to be President for five of the eight years, after having retired from decades of business management in a variety of small and large entrepreneurial ventures. Living in unincorporated Pinal, I have volunteered for a social service nonprofit serving Pima and eastern Pinal County since 2009; and, having lived in large urban areas prior to moving to Arizona, I understand the needs of our many different communities.

People always ask me what a County Supervisor's role is. We are responsible for essentially two things: (1) defining the Vision/Setting Policy for the County's Future and (2) setting the Annual Primary Property Tax Rate/Approving the Budget.

For the first hundred years, Pinal County experienced very slow, steady growth. Less than 68,000 people lived in our County in 1970; 179,727 were reported in the 2000 Census; and today, we are at nearly 500,000 residents, growing exponentially. We are currently one of the top 10 growth Counties in the Nation, and the only one west of the Mississippi! Our growth projection is to double population over the next 25 years; so, electing a County Supervisor who has a history of successful long-term vision and strategic planning

experience is especially critical at this point in time.

For many residents, the speed of our rapid growth can be uncomfortable, yet it is inevitable; so, we must look forward in terms of infrastructure investments such as roads, energy, transportation, water, economic development, etc., while also remembering and embracing our small-town cultural history, and finding the balance. While serving the Oracle School District community, we modernized the educational experience while keeping true to our small-town roots, and having global expectations. Today, I focus on Pinal County needs by sitting on the Pinal Regional Transportation Authority Board, the Governor's Workforce Arizona Council, Pinal Partnership Water Resource Committee, engaging with various water management boards, and tracking utility company projections of future energy demand.

As an entrepreneur for 30 years, I have been through economic upsides and downturns. I understand the importance of long-term financial strategies, and have the experience it takes to bring a corporation from start up to sustainable growth, through operational capacity building. In my last three and a half years, I have worked on reforms to the Pinal County budget processes to ensure we have adequate funding for all departments to operate effectively and efficiently in service to our residents,

while being able to offer competitive compensation to retain quality employees. During this time in office, our Board has been able to reduce the property tax rate considerably, moving Pinal from one of the top taxing counties in the state to one of the lowest, while also building new facilities geared for our future. Our new Election Building is a prime example. Improving election integrity is of the utmost importance to me.

In my next term I look forward to continued involvement in supporting and encouraging work on the vision of revamping our Planning and Development process; learning from past experiences and feedback of staff, residents and other stakeholders, to make it a shining example of what it can be. This is often the first face of the County people experience. We created and filled new County job positions this year that will significantly improve the customer experience: District liaisons now help residents connect with the P&D Department and track their projects from start to finish.

Re-Entry. This is near and dear to my heart; helping folks transition out of jail back into society successfully. It is one of the things I ran on in my first term. Connecting people who have been incarcerated with resource providers improves their ability to do this; and it is better for our community as a whole because the rate of return to jail drops significantly,

eliminating those costs. This program helps folks in situations of substance abuse to recover. It helps with job programs, and other needs. It is a program that received little traction before my term in office. Now, we are one of the premier Re-Entry programs in the nation. I would like to continue supporting staff to see this project through.

People say one of the things they most appreciate about having me as their representative is my accessibility; my passion to bring people and new ideas together, and the way I listen and connect residents with staff who can answer their questions and solve their challenges directly. My proven leadership and experience will help continue to improve our government, and move Pinal County forward into a vibrant economic and sustainable future.

This County Supervisor race is determined in the July 30th Primary Election. I humbly ask for your vote.

Learn more about me at pcd4mcclure.com. If you have questions, please feel free to email me at pcd4mcclure@gmail.com or call 520-261-9689. Thank you for your consideration.



Vanessa Navarrette, Superior Town Council

My name is Vanessa Navarrette and I am running for re-election for one of the three open seats on the Superior Town Council in the upcoming July 30, 2024, Election. I was first elected to the office of Councilmember in 2017 and am completing my second four-year term. It has been an honor and privilege to serve these past 8 years and I am proud of the progress the Town of Superior has made. I am inspired to continue to serve out my commitment to help further the progress of our historic mining town while also building a more diverse

economy for Superior's present and future generations. A fourth-generation miner, I have worked most of my career as an accountant in the local mining industry. Presently serving as the Administrative Manager at KGHM's Carlota Copper Company in Miami, Arizona, I am responsible for the accounting, information systems and purchasing departments. I am a graduate of Arizona State University with a bachelor's degree in accountancy. As a fifth-generation resident of Superior, I

am deeply embedded in our family-oriented and caring community. Me and my husband, Martin, and our three children all reside or work in Superior. I currently serve as Treasurer of the Superior Optimist Club, whose primary focus is supporting the community's youth in their academic and extracurricular activities. In addition, I volunteer at community events designed to celebrate the Superior spirit, sponsored by the Optimist Club, Chamber of Commerce and Rebuild Superior. I also previously served on Superior's Little League board for nine years. In

my free time I enjoy riding around in our beautiful desert surroundings and hiking the Legends of Superior Trails. I will continue to represent the community to the best of my ability and will always listen and speak to reasoning. I encourage you to exercise your right to vote, and elect the candidates that you believe will be able to work together in bringing about positive change and doing what is best for the Town of Superior. I respectfully ask for your vote in the July 30th election. Thank you.

Public Notice

Arizona Water Company (the "Company") has released its 2023 Water Quality Report (Consumer Confidence Report) for its Superior water system, PWSID 11-021. The Company will not be mailing a copy of the report to its customers, because Arizona Administrative Code R18-4-117, has granted a mailing waiver to small water systems with a population less than 10,000 people. Copies are now available: at the Superior office located at 165 N. Magma Avenue; via mail by sending a request to Arizona Water Company, 165 N. Magma Avenue, Superior, AZ 85173; via our website at www.azwater.com; or by calling the Superior office at 520-689-2312. The entire report is also printed in the newspaper today. The Company recommends that customers serving more than one housing unit post a copy of the 2023 Water Quality Report in a conspicuous place.

ARIZONA WATER COMPANY

– 2023 ANNUAL WATER QUALITY REPORT FOR SUPERIOR, ARIZONA, PWSID NO. 11-021 –

This report contains important information about your drinking water. Este informe contiene información importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien.

Arizona Water Company provides groundwater to its Superior customers from wells located near Florence Junction.

All water samples are collected by state-certified employees of Arizona Water Company or by the Arizona Department of Environmental Quality ("ADEQ"). Samples are analyzed by state-certified independent laboratories and the results are forwarded to ADEQ. The following report provides detailed information about the quality of the water delivered to customers. The water supplied by Arizona Water Company complies with all state and federal safe drinking water standards and regulations.

DETECTED WATER QUALITY CONSTITUENTS - GROUNDWATER

Primary Standards							
Water Quality Constituent	Units	MCLG	MCL	Range of Levels Detected	Sample Year	Typical Source of Detected Constituent	
Inorganics							
Arsenic	ppb	0	10	5.3 - 5.8	2023	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes	
				Highest Running Annual Average - 5.7			
Barium	ppm	2	2	0.01	2020	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits	
Fluoride	ppm	4	4	0.3	2020	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	
Nitrate (as Nitrogen)	ppm	10	10	1.2	2023	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits	
Disinfectant / Disinfection Byproducts							
Water Quality Constituent	Units	MCLG (MRDLG)	MCL (MRDL)	Average Level Detected	Range of Levels Detected	Sample Year	Typical Source of Detected Constituent
Chlorine Residual	ppm	(4)	(4)	1.3	0.7 - 2.1	2023	Drinking water disinfection
Haloacetic Acids (five)	ppb	NA	60	3.9	3.7 - 4.1	2023	Byproduct of drinking water disinfection
Total Trihalomethanes	ppb	NA	80	35	32 - 38	2023	Byproduct of drinking water disinfection
Additional Constituents (Unregulated)							
Sodium	ppm	NS	NS	75	75	2021	Unknown
Lead and Copper Monitoring							
Water Quality Constituent	Units	MCLG	Action Level	90 th Percentile of Sample Results	Number of Samples That Exceeded the Action Level	Sample Year	Typical Source of Detected Constituent
Copper	ppm	1.3	1.3	0.2	0	2022	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead	ppb	0	15	ND	0	2022	Internal corrosion of household water plumbing systems; erosion of natural deposits

Your drinking water complies with the United States Environmental Protection Agency's ("USEPA") safe drinking water standard for arsenic, though it contains low levels of arsenic. USEPA's safe drinking water standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Note: In addition to the constituents listed in this report, Arizona Water Company and ADEQ conducted monitoring for over 80

Public Notice

additional constituents and the results show none of those constituents were detected in the water. Data presented are from the most recent testing done in accordance with applicable regulations. Some constituents are monitored less frequently than once a year because either their concentrations do not change frequently or they are not likely to be detected. Therefore, some of the water quality testing data contained herein, although representative, may be more than one year old. If you have questions about this water quality report, please contact Dave Dunaway, Environmental Compliance Manager, Arizona Water Company, P. O. Box 29006, Phoenix, Arizona 85038-9006; telephone (602) 240-6860 or email mail@azwater.com.

In 2003, ADEQ completed a Source Water Assessment of the water sources used by Arizona Water Company's Superior water system. ADEQ reviewed the adjacent land uses that may pose a potential risk to the water sources. The result of the Assessment was a low risk to the water sources.

The complete Assessment is available for inspection at ADEQ, 1110 West Washington Street, Phoenix, Arizona 85007, between the hours of 8:00 a.m. and 5:00 p.m. Electronic copies are available from ADEQ at recordcenter@azdeq.gov. For more information, visit ADEQ's Source Water Assessment and Protection Unit website at: www.azdeq.gov/node/735.

The USEPA and ADEQ require Arizona Water Company to provide the following information:

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some constituents. The presence of constituents does not necessarily indicate that water poses a health risk. More information about constituents and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to constituents in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial constituents are available from the Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radiological material, and can pick up substances resulting from the presence of animals or from human activity.

Constituents that may be present in source water include:

- Microbials, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganics, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organics, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production. They can also come from gas stations, urban stormwater runoff, and septic systems.
- Radiological material, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, USEPA prescribes regulations which limit the amount of certain constituents in water provided by public water systems. FDA regulations establish limits for constituents in bottled water which must provide the same protection for public health.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Arizona Water Company is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA's Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.

DEFINITIONS, ABBREVIATIONS, AND UNIT DESCRIPTIONS:

- Action Level = The concentration of a constituent which, if exceeded, triggers treatment or other requirements which a water system must follow.
- CDC = United States Centers for Disease Control and Prevention
- FDA = United States Food and Drug Administration
- MCL = Maximum Contaminant Level, the highest level of a constituent that is allowed in drinking water. MCLs are set as close to the MCLGs using the best available treatment technology as is economically and technologically feasible.
- MCLG = Maximum Contaminant Level Goal, the level of a constituent in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- MRDL = Maximum Residual Disinfection Level, the highest level of a drinking water disinfectant that is allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- MRDLG = Maximum Residual Disinfection Level Goal, the level of a drinking water disinfectant in drinking water below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial constituents.
- NA = None adopted
- ND = None detected
- NS = No standard
- pCi/L = Picouries per liter
- ppb = Parts per billion, or micrograms per liter (µg/L)
- ppm = Parts per million, or milligrams per liter (mg/L)
- PWSID = Public Water Supply Identification

Public Notice

ORDINANCE NO. 2024-188
AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF SUPERIOR, ARIZONA, AMENDING THE TOWN ZONING ORDINANCE OF THE TOWN OF SUPERIOR, ARIZONA BY ADOPTING ARTICLE II §2.6 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND AMENDED PLATS §2.61 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF MINOR LAND DIVISION; INCORPORATING THE RECITALS BY REFERENCE; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; ESTABLISHING FINES AND PENALTIES FOR VIOLATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, S.B. 1103 provides the local governments, by ordinance, may authorize administrative personnel to review and approve plats and amended plats without a public hearing;

WHEREAS, administrative approval of plats and amended plats and minor land divisions can help shorten the overall time it take to complete a project;

WHEREAS, the Town deems it necessary to adopt plats and amended plats and minor land division and authorize staff to implement such program;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the Town of Superior, Arizona, as follows:

Section I. General.

The Town Zoning Ordinance of the Town of Superior, Arizona, is hereby amended by Article II §2.6 Plats and Amended Plats and §2.6.1 Minor Land Divisions to read as follows:

ARTICLE II §2.6 PLATS AND AMENDED PLATS.

A. Purpose.

This Article describes application requirements, review procedures, and approval criteria utilized by Town staff when reviewing new plats and amended plats, as well as modifications to approved plats. The regulations in this Article are in addition to other codes and requirements of the Town.

B. Definitions.

"Final plat approval" means approval of a final plat by the Town Engineer or designee. *"Preliminary plat approval"* means approval of a preliminary plat upon recommendation by the engineering services, as evidenced by a certification placed on copies of the plat. Preliminary plat approval authorizes the subdivision to proceed with final engineering plans and final plat preparation.

C. Subdividers: Request for Waiver.

(A) Subdividers may request waivers of Town engineering standards. Such waiver requests shall be submitted to the Town Engineer or authorized designee with a completed application and applicable fee on a form supplied by the Town not later than twenty-one (21) calendar days prior to consideration of the preliminary plat by the Town Engineer. The subdivider shall specifically identify the requirement that is requested for waiver or modification, list possible impacts caused by granting of the waiver or modification and identify proposed mitigation measures that address the possible impact. A waiver may be approved by the Town Engineer when one (1), or more of the following or similar conditions are present:

(1) Inadequate right-of-way preventing access to adjacent properties.

(2) The type and extent of existing street improvements eliminates the need for additional street improvements.

(3) Inability to establish a proper street grade or alignment.

(4) Extraordinary conditions of land ownership or adjacent development.

(5) Physical barriers such as excessive grade of terrain, washes, ditches, canals, buildings, or other structures.

(6) Special circumstances, such as, but not limited to, inclusion of streets or alleys in a larger improvement project the construction of which is imminent, or the property is in an established improvement district.

(B) In modifying the standards or requirements set forth in this Article, the Town Engineer may make such additional requirements as are deemed necessary to secure substantially the objectives of the standards or requirements so modified.

D. Preliminary plat review.

(A) *Preliminary plat application.* Prior to the approval of a final plat, a preliminary plat application shall be submitted for review and approval by the Town Engineer.

(B) *Administrative review:*

(1) The assigned project manager shall determine compliance with this Article and any other applicable codes, plans, and standards.

(2) The assigned project manager shall have

the authority to request modifications to the preliminary plat and may approve conditions consistent with this chapter and any other applicable codes, plans, and standards deemed necessary to protect public health, safety, and welfare.

(C) *Required findings:*

(1) The proposal is in conformance with all requirements of this article and any other applicable codes, plans, and standards in place at the time the application is submitted.

(2) Adequate conditions of approval are imposed to ensure compatibility with the current or planned use of surrounding properties.

(D) *Effective date.*

The provisions of this section as amended shall be effective for all preliminary plats filed on or after June 1, 2024.

E. Final plat approval and recordation.

(A) The final plat stage includes final design of the subdivision, engineering of public improvements, dedications of rights-of-way, easements and any other land, submit of plat and plans by the subdivider, plat review by the Town Engineer and final action by the Town Engineer or City/Town Council as applicable. If action by the Town Council is required, the final plat shall be placed on the consent agenda for action.

(B) For those final plats consisting of less than one hundred lots and containing dedications only of streets to be accepted by the Town and tracts to retain on-site drainage at the 2-hour 100-year event standard adopted by the Town, by adoption of this section, the Town Council delegates the authority to approve such plats and authorizes the Town Engineer to accept those dedications as provided in this subsection. The Town Engineer shall apply the provisions of subsections (C) and (D) to their review and action on those final plats delegated to the Town Engineer under this section.

(C) Upon notification from the Zoning Administrator or designee that the final plat is in order and is not subject to the provisions of subsection (B), the Town Clerk shall place the case on the agenda for a Council meeting, whereupon the Council shall approve or reject the final plat. The action by Council on a plat is an administrative action. The Council shall not impose stipulations on plat approvals.

(E) The final plat may only be rejected for non-compliance with adopted ordinances, policies, procedures, and standards. Such non-compliance shall be recorded in the minutes. If the Town Council approves the plat, the Town Clerk shall transcribe a certificate of approval upon the plat, first making sure that the other certificates required in the Town Engineering Standards have been duly executed.

(F) The applicant shall provide the final plat package for approval and recordation in accordance with the Town Engineering Standards to the Town.

(G) The Town Clerk shall record the approved and fully-executed final plat in the Pinal County Recorder's Office.

F. Change to a Recorded Plat.

(A) *Material change.* Material changes to a recorded plat shall be approved in the same manner a final plat under this Article. An example of a material change is changing the legal description or the land area included in the subdivision or the properties to be dedicated to the Town. Any material change to a recorded plat requires that the plat or portion of the plat be re-recorded.

(B) *Minor change.* Minor changes may be accomplished without re-recording the subdivision plat through the change administration process. Allowable changes under this process are engineering errors, name changes, typographical errors, misspelling, and similar non-material matters. The amendment of lot lines is a minor change, provided that the total number of lots does not increase and all lots after the amendment comply with the codes, standards, and procedures of the Town. The procedures and guidelines for processing a certificate of correction or change or found in the Engineering Procedures of the Town.

ARTICLE II §2.6.1 MINOR LAND DIVISIONS.

A. Purpose.

This article describes application requirements, review procedures, and approval criteria utilized by Town staff when reviewing minor land divisions, as well as modifications to approved plats. The regulations in this Article are in addition to other codes and requirements of the Town.

B. Administrative review and approval of minor land divisions.

(A) The provisions in this Article shall apply to any improved or unimproved property not yet recorded, including a lot, parcel, tract, or combination thereof, for the purpose of financing, sale or lease, whether immediate or future, if one of the following conditions

exists:

(1) Any lot or parcel of land, not a part of a recorded subdivision plat, that has a tax parcel established by the county and is being divided into two or three lots.

(2) The area of the property to be divided is greater than two and one-half acres, is five lots or less and requires the creation of a public or private street or easement to provide legal access to one or more additional lots.

(B) The division of land whose area is two and one-half acres or less and is being divided into two or three tracts or lots of land for the purpose of sale, lease or conveyance, shall be processed under a lot split request.

(C) The division of land into more than two parts, or the combination of land from two parts and when the boundaries of such property have been fixed by a recorded plat, shall be processed as a final plat amendment.

(D) The preparation, submission, review, and approval of all minor land divisions located within the Town shall proceed through the following progressive stages, except when otherwise provided herein:

(1) Submittal of a complete minor land division application, application fee, and map to the Engineering Department.

(2) Review and approval of the application by the Town Engineer.

(3) Recordation of the approved minor land division by the Town Engineer.

(E) The Town Council, by its adoption of this section, delegates to the Town Engineer the authority to approve and accept dedications of land, right-of-way, and easements, provided they are in accordance with adopted Town codes, procedures, and standards.

C. Minor land division applications: fees.

(A) *Submittal requirements.* The applicant shall submit the following materials to the Town for review:

(1) Minor land division materials in accordance with the Town engineering standards.

(2) A completed minor land division application form.

(3) Payment to the Town application fee according to the adopted fee schedule. The fee shall not be refundable.

(4) An ALTA survey or a preliminary title report and deed or other instrument showing proper title to the land to be divided.

(B) *Application review process.* The applicant shall submit all the documents, information, date, and other requirements for minor land division application approval to the Town, together with any additional information and materials relevant to the application as determined by the Town Engineer to ensure compliance with the requirements of this article. All submittals shall be checked for completeness. If incomplete the submittal may be rejected and returned to the applicant for revision and resubmittal. The procedures for approval, modification, or disapproval of minor land division applications shall be as follows:

(1) *Approval:*

a. If the Town Engineer approves the minor land division application, the city engineer or designee shall transcribe a certificate of approval upon the map, indicating that: (1) all conditions of approval have been met, (2) the other required certifications have been properly signed and (3) that any instruments for required street right-of-way dedications have been prepared, executed, and duly recorded.

b. After approval of the minor land division by the Town engineer or designee, the applicant shall pay to the Town the fee changed by the Pinal County Recorder for the recordation of the map, and the Town shall then record the map with the Pinal County Recorder.

(2) *Modification:* If the Town Engineer finds that the minor land division application requires any modification or additional information from the applicant, the application shall be returned to the applicant.

(3) *Denial:* If the Town Engineer does not approve the minor land division application, the applicant will be furnished a letter stating the reason for the denial. The application may be refilled if suitable revisions can be made to resolve the conflicts noted as originally proposed without additional fee if refilled within thirty (30) calendar days.

D. Minor land divisions design standards and requirements.

Minor land divisions shall meet all requirements of the zoning district in which they are located and shall be developed in accordance with all applicable Town Planning requirements and Town engineering standards.

E. Engineering plans for minor land divisions.

(A) If improvements that will be dedicated to the Town are required for minor land divisions pursuant to this Article, the applicant shall be responsible for the preparation of a complete set of engineering plans, prepared by an Arizona registered civil engineer,

in conformance with the city engineering standards. The plans shall be prepared in conjunction with the minor land division map. (B) The minor land division map shall not be recorded until all engineering plans for the recorded improvements have been approved by the city engineer or designee.

F. Minimum required improvements for minor land divisions.

It shall be the responsibility and duty of the applicant to improve or agree to improve all streets, pedestrian ways, alleys, easements in the minor land division and adjacent thereto, required to service the minor land division and such other improvements as specified for subdivisions in this code. No permanent improvement work shall be commenced until improvement plans have been approved [unless otherwise allowed under this Code or approved by the Town Engineer, E.g., at-risk grading program]. Improvements shall be installed to the satisfaction of the Town Engineer or designed and in accordance with the Town engineering standards.

G. Assurance for the construction of minor land division improvements.

If improvements that will be dedicated to the Town are required for the minor land division pursuant to this code, no building permit for any lot created will be issued until such improvements are completed and the work accepted by the Town Engineer or designee. If the Town Engineer determines the required improvements are to be constructed at a later date, the requirement to make improvements may be satisfied if the applicant provides the appropriate assurances in a form approved by the Town Engineer.

Section II. Penalties. (Penalty Fees adopted by Town Council Resolution no. 2020-632 on October 8th, 2020.)

1. Any individual, contractor, corporation, organization, company, firm, partnership, association or other entity, whether as principal, owner, agent, tenant, employee or otherwise, who violates any provision of this chapter shall be subject to a civil penalty in an amount of \$700.00 per violation. Each day of a continuing violation is a separate violation for the purpose of imposing a separate penalty.

2. In the event of a violation of section (Q), the violator shall also be subject to an additional civil penalty in an amount equal of one and one half (1.5) times the amount of the pavement restoration fee otherwise due and owing.

3. If the violator fails to pay the penalty or penalties imposed under this section within 10 days after being cited for the violation, the penalty or penalties may be recovered by the county in a civil action in the nature of a debt. 4. The civil penalty imposed under this section shall be in addition to any other penalties and/or remedies available under law including, without limitation, the issuance of a stop work order by the town.

Section III. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

Section IV. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

Section V. Effective Date.

The effective date of this Ordinance shall be 30 days following adoption by the Town Council

Section VI. Preservation of Rights and Duties.

This Ordinance does not affect the right and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

Section VII. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Town Council of Superior this 13th day of June, 2024.

ATTEST: /s/ Ruby Cervantes Town Clerk, Ruby Cervantes
TOWN OF SUPERIOR, an Arizona municipal corporation /s/ Mila Besich Mayor, Mila Besich

APPROVED AS TO FORM: /s/ Stephen R. Cooper Town Attorney, Steven Cooper
I, /s/ Ruby Cervantes, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2024-188 ADOPTED BY THE TOWN OF SUPERIOR ON THE 13TH DAY OF JUNE, 2024, WAS POSTED IN THREE PLACES ON THE 14TH DAY OF JUNE, 2024.

SUN Legal 6/26/24, 7/3/24

Public Notice

Michael J. Sheridan (SBN 023001) Sheridan Law A Professional Corporation 9676 E. Cloudiview Ave. Gold Canyon, AZ 85118 Phone: 480-668-7600 Email: Michael@SheridanLegalTeam.com Counsel for Personal Representative IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of CAROL J. LADWIGAKA CAROL JEAN LADWIG, Deceased. No. PB2024-00284 NOTICE TO CREDITORS BY PUBLICATION NOTICE IS GIVEN to all creditors of the Estate that: 1. Sharon Bennett 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 Sharon Bennett, care of Michael J. Sheridan of Sheridan Law A Professional Corporation, 9676 E. Cloudiview Ave., Gold Canyon, AZ 85118. DATED this 6th day of June, 2024. SHERIDAN LAW A PROFESSIONAL CORPORATION /s/ Michael J. Sheridan Counsel for Personal Representative
MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

DCS'S NOTICE OF HEARING AND REAPPOINTMENT OF COUNSEL No. JD202100140

(Honorable Lawrence M Wharton) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: LEGEND ROBLES d.o.b. 01/30/2020

Person(s) under 18 years of age. TO: VANESSA PUENTES ROBLES and PETER FRANKLIN HENDY, JR., previous parent and/or guardian of the above-named children.

1. Pinal County Superior Court has set a Status and Publication Hearing regarding previous undisclosed documents in this case on the August 6, 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.

2. You are entitled to have an attorney present at the hearing. The Court has reappointed Bryson D. Jones, Esq. to represent VANESSA PUENTES ROBLES. His telephone number is (480) 744-7300 and his email address is bryson@brysonjoneslaw.com. You may contact the assigned attorney or Guardian ad Litem in advance of the hearing to obtain copies of documents disclosed by DCS to your attorney.

3. You are entitled to have an attorney present at the hearing. The Court has reappointed James Buchanan, Esq. to represent PETER FRANKLIN HENDY, JR. His telephone number is (480) 306-3468 and his email address is james@buchananazlawoffice.com. You may contact the assigned attorney or Guardian ad Litem in advance of the hearing to obtain copies of documents disclosed by DCS to your attorney.

4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court, without good cause shown, may result in a finding that you have waived your legal rights. In addition, if you fail to appear without good cause, the hearing may go forward in your absence based upon the record and the evidence presented to the Court.

5. 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.

6. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. RESPECTFULLY SUBMITTED this 5th day of June, 2024.

KRISTIN K. MAYES Attorney General
ROBERT B. HOLYA Assistant Attorney General
**6/19, 6/26, 7/3, 7/10/24
CNS-5821317#
SAN MANUEL MINER
MINER Legal 6/19/24, 6/26/24, 7/3/24
7/10/24**

Public Notice

Case No.: PB2023-00471 / Billingshurst-Brenner NOTICE TO CREDITORS OF INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE (Person died with a Will Testate Estate") DWORNIK LAW LLC, 3100 W. Ray Rd., Suite 201, Chandler, AZ 85226, Telephone: (480) 809-1014 richard@dworniklaw.com Richard M. Dwornik-SBN 027578 Attorney for Petitioner IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of: Janet L. Billingshurst-Brenner, an Adult, Deceased NOTICE IS GIVEN THAT: 1. PERSONAL REPRESENTATIVE: James E. Brenner 111, has been appointed Personal Representative of this Estate on August 14, 2023. 2. ADDRESS OF PERSONAL REPRESENTATIVE: The address of the personal representative is: c/o Dwornik Law, LLC, 3100 W. Ray Rd., Suite 201, Chandler, AZ 85226. 3. DEADLINE TO MAKE CLAIMS: All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. 4. NOTICE OF CLAIMS: Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative c/o Dwornik Law, LLC, 3100 W. Ray Rd., Suite 201, Chandler, AZ 85226. 5. NOTICE OF APPOINTMENT: A copy of the Notice of Appointment is attached to the copies of this document mailed to all known creditors. Respectfully submitted this 17th day of May 2024 DWORNIK LAW, LLC By: /s/ Richard M. Dwornik 3100W. Ray Rd., Suite 201, Chandler, AZ 85226 Attorney for James E. Brenner 111, Personal Representative for the Estate of Janet L. Billingshurst-Brenner.
MINER Legal 6/19/24, 6/26/24, 7/3/24



Public Notice

ARTICLES OF ORGANIZATION OF RIM COUNTRY MERCANTILE, LLC Pursuant to A.R.S. 29-3201 the undersigned states as follows: 1. The name of the limited liability company is Rim Country Mercantile, LLC (the "Company"). File No. 23687186 2. The principal address of the Company is: 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118 3. The name and street address of the statutory agent for the Company in Arizona are: Joanne Akers 5962 E. Siesta St. Apache Junction, AZ 85119 the mailing address of the statutory agent for the Company in Arizona is: 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118 4. Management of the Company is vested in a Board of Managers. The name and address of each manager is: Joanne Akers 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118; Marvin Akers 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118 5. The name and address of each member owning a twenty percent or greater interest in the capital or profits of the Company are: Joanne Akers 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118; Marvin Akers 5301 S. Superstition Mountain Dr. Ste 104, PMB 474 Gold Canyon, AZ 85118. 6. The Company is perpetual. Dated: 5/29/24 21:22 MST /s/ Joanne Akers CONSENT OF STATUTORY AGENT The undersigned, having been designated to act as statutory agent of Rim Country Mercantile, LLC, hereby consents to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes. /s/ Joanne Akers
MINER Legal 6/12/24, 6/19/24, 6/26/24

Veterans utilize the Arizona Trail as a path for remembering, healing on Memorial Day

Tucson, Arizona –
Volunteers with the AZT

VETS (Arizona Trail
Veterans Engagement



and Trail Stewardship) program and Team RWB (Red, White, and Blue) partnered over Memorial Day Weekend for a Grand Canyon North Rim Eagle Expedition. From May 24-28, the group of 20 military veterans walked more than 38 miles along the Arizona National Scenic Trail, building connections with fellow servicemembers. The scenic sections of the 800-mile cross-state trail they traversed include portions of the Kaibab National Forest and Grand Canyon National Park.

“While it was mentally and physically challenging, the event also offered a chance to redefine what resiliency means to each of us,” said veteran and volunteer Kevin Kloepfel. “There were difficult times on the trail, but all of us were able to finish each leg through teamwork,

sportsmanship, and camaraderie.”

Michael “Chappy” Chappell, the Arizona Trail Association VETS Program Director, played a pivotal role in the expedition. Alongside Team RWB Eagle Expedition leaders Charles Villalobos and Daniel Salvadoray, Chappy provided volunteers with the tools to enhance their personal and team resilience in camp and on the trail. This collaboration raised awareness of mental health struggles and honored those who made the ultimate sacrifice, showcasing the important work of the Arizona Trail Association’s Veterans Program.

“It was an honor to collaborate with Team RWB Expeditions this summer by providing a solid base of operations for the Eagles to return to after venturing out

on the Arizona Trail each day,” said Chappy. “Watching firsthand the transformative power of one of the most iconic landscapes in our country, coupled with the community and connection only found in service, was as rewarding as it was humbling.”

The Arizona National Scenic Trail serves as a path for respite and healing by offering veterans a serene and challenging environment where they can reflect on their experiences and build connections with other veterans. The act of traversing the trail together fosters a supportive community, encouraging conversations

about mental health and resilience. This journey

Continued on page 14

Public Notice

ORDINANCE NO. 2024-191
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA APPROVING A REZONE FROM URBAN RESIDENTIAL (R1-5) TO PA OVERLAY ZONE DISTRICT (R1-5PA) 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 Town Council has, at its regularly scheduled meeting held on June 13, 2024, studied and considered Ordinance 2024-191, an Ordinance approving a rezone from R1-5 to PA Overlay Zone District (R1-5PA) 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; and WHEREAS, the Town Council has determined that it is in the best interest of the Town to enact this Ordinance in order to enhance the quality of life and to protect the health, safety and welfare of its citizens; and

WHEREAS, the Planning and Zoning Commission of the Town of Superior, in a regular session assembled on the 6th day of June 2024, approved Resolution No. 2024-07, a Resolution recommending that the Town Council approve Ordinance 2024-191, approving a rezone from R1-5 to PA Overlay Zone District (R1-5PA) 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.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA, DOES HEREBY ORDAIN AS FOLLOWS: Section 1: That the following described parcels of land, 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, lying within the Town of Superior, Pinal County, Arizona, shall be and is hereby reclassified from Urban Residential Zone (R1-5) to Urban Residential Project Overlay zone (R1-5PA). This rezone is subject to the following stipulation(s):

1. When the applicant apply for a Minor Land Division, the resulting parcels must result in parcels that reflect substantially the proposed layout.

2. A professional surveyor must prepare the legal descriptions and result of the survey for the Minor Land Division application.

Section 2: That the official zoning map of the Town of Superior, Arizona, as hereby amended by kept in the office of the Town Clerk for public use and inspection.

Section 3: Severability: That if any section, subsection, sentence, clause, phrase, or portion of this ordinance adopted herein is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED THIS 9TH DAY OF MAY 2024. TOWN OF SUPERIOR: /s/ Mila Besch, Mayor FORM APPROVED BY /s/ Stephen R. Cooper, Town Attorney

CERTIFICATION
I, Ruby Cervantes, hereby certify that the foregoing Ordinance No. 2024-191 was passed and adopted by the Town Council of the Town of Superior at a regularly scheduled public hearing on the 13th day of June 2024, by the following vote: AYES: 6; NOES: 0; ABSENT: 1; ABSTENTION: 0 /s/ Ruby Cervantes, Town Clerk

SUN Legal 6/26/24, 7/3/24

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.

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**

Public Notice

RESOLUTION NO. 2024-681

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA ADOPTING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET FOR THE TOWN OF SUPERIOR.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Article 1-5, Arizona Revised Statutes (A.R.S.), the Town Council did on June 13, 2024, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town of Superior; and,

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 13, 2024, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and,

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Town Council would meet on June 13, 2024, at the office of the Council Chambers for the purpose of hearing taxpayers and making tax levies as set forth in said estimate; and,

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. 42-17051(A), therefore be it

RESOLVED, that the said estimates of revenues and expenditure/expenditure shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of the Town of Superior for the fiscal year 2024-2025.
Passed by the Mayor and Council of the Town of Superior, Arizona, this 13th day of June, 2024. APPROVED: /s/ Mila Besch, Mayor ATTEST: /s/ Ruby Cervantes, Town Clerk APPROVED AS TO FORM: /s/ Stephen R. Cooper, Town Attorney
SUN Legal 6/26/24, 7/3/24

Public Notice

SHERIDAN LAW A PROFESSIONAL CORPORATION Michael J. Sheridan (SBN 023001) 9676 E. Cloudview Ave. Gold Canyon, AZ 85118 Phone: (480) 668-7600 Email: Michael@SheridanLegalTeam.com Attorney for Petitioner ARIZONA SUPERIOR COURT PINAL COUNTY In the Matter of the Estate of MICHAEL A DELLA CELLA Deceased. CASE NO. PB 2024-00247 NOTICE OF HEARING (Assigned to Honorable Daniel E. Thorup) NOTICE IS GIVEN that Terry L. Reeves has filed a PETITION FOR FORMAL PROBATE OF WILL AND APPOINTMENT OF PERSONAL REPRESENTATIVE. This is a legal notice; your rights may be affected. Este es un aviso legal. Sus derechos podrian ser afectados. If you object to any part of the petition or motion that accompanies this notice, you must file with the court a written objection describing the legal basis for your objection at least three judicial days before the hearing date or you must appear personally or through an attorney at the time and place set for in the notice of hearing. A hearing to consider the Petition has been set for July 23, 2024, at 10:30 a.m. before the Honorable Daniel E. Thorup at the Pinal County Superior Court located at 971 Jason Lopez Cir., Bldg. A. Florence, AZ 85143. The hearing is to be held via "Zoom". You must contact the Division's Judicial Assistant, Holly, via email at hbyrd@courts.az.gov at least five (5) days prior to the hearing date to provide a valid email address for a link to be sent or to obtain a Zoom phone number link. Dated this 17th day of June, 2024. /s/ Michael J. Sheridan Michael J. Sheridan MINER Legal 6/26/24, 7/3/24, 7/10/24

Public Notice

Notice
Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 60394 E. Black Crest Loop, LLC; File No: 23686578 (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

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

Pinal Rural, Mammoth Fire respond to highway brush fire

It takes teamwork to keep a small brush fire from getting worse, especially at this time of year.

Earlier this month, fire crews from Pinal Rural Fire & Medical District with aid from firefighters from Mammoth Fire Department and the Arizona Department of Forestry and Fire Management, battled a wildfire along Highway 77 just north of Mammoth. At 12:01 p.m. on Sunday, June 9, Pinal Rural Fire District received reports of a brush fire on Highway 77

Continued on page 13



Patronize Our Advertisers

Public Notice

NOTICE OF SALE OF MOBILE HOME
NOTICE IS HEREBY GIVEN that the following item of personal property will be sold at public sale to the highest bidder, to satisfy a landlord's lien: Vehicle/Mobile Home ("Personal Property") Make: VILLA Body Style: 8 X 40 MH Model Year: 1979 VIN: 19790221 Date and Time of Sale: 7/22/24 10:00:00 AM Location of Sale: Space No. 1117 ROCK SHADOWS OWNER, LLC ROCK SHADOWS RESORT 600 S IDAHO ROAD APACHE JUNCTION, AZ 85119 Name of landlord: ROCK SHADOWS OWNER, LLC Amount of Claimed Lien: \$6,639.05 as of July 22, 2024 The Personal Property will be sold "as is," where is, with all faults and no warranties. No one may enter the Vehicle/Mobile Home. Buyer purchases the Personal Property subject to any liens with priority over the Landlord's Lien and at their own risk. To bid, bidder must provide valid government-issued identification and must deposit with the auctioneer a \$5,000.00 cashier's check payable to the Landlord named above and sign and agree to the terms of sale. Terms of Sale will be provided upon request and/or at the sale. High bidder is responsible for space rent from and after date of sale and must either qualify to reside in the mobile home park in which the Personal Property is located and sign a Rental Agreement, or sign a storage agreement and pay monthly space rent to store the Personal Property in the park. Date of Rental Agreement: March 28, 2023 Name(s) of Tenant(s): CHRISTOPHER KAHR'S Said Personal Property is located at the address shown above as the Location of Sale. The above-described Personal Property shall be offered for sale pursuant to A.R.S. § 33-1023. Proceeds from the sale will be applied to costs of sale and to the Landlord's Lien, and any remaining money will be disposed of as provided in A.R.S. § 33-1023. ROCK SHADOWS OWNER, LLC By: /s/Illegible Park Manager Dated: June 17, 2024
6/26, 7/3/24
CNS-3825139#
SAN MANUEL MINER
MINER Legal 6/26/24, 7/3/24

Public Notice

Public Notice

Public Notice

Public Notice

Town of Hayden-Tentative Summary Schedule of estimated revenues and expenditures/expenses Fiscal year 2025

Fiscal year	S c h		Funds							Total all funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	
2024	E	1	6,506,295	2,029,115	0	0	30,690	752,900	0	9,319,000
2024	E	2	2,052,929	511,749	0	0	2,880	253,445	0	2,821,003
2025		3	4,429,650	213,020	0	0	32,945	0	0	4,675,615
2025	B	4	1,591,120							1,591,120
2025	B	5								0
2025	C	6	1,301,880	3,762,995	0	0	3,900	318,200	0	5,386,975
2025	D	7	97,000	0	0	0	0	249,290	0	346,290
2025	D	8	0	0	0	0	0	0	0	0
2025	D	9	0	179,460	0	0	0	335,515	0	514,975
2025	D	10	514,975	0	0	0	0	0	0	514,975
2025		11								0
2025		11								0
2025		11								0
2025		11								0
2025		12	6,904,675	4,155,475	0	0	36,845	903,005	0	12,000,000
2025	E	13	6,904,675	4,155,475	0	0	36,845	903,005	0	12,000,000

Expenditure limitation comparison	2024	2025
1 Budgeted expenditures/expenses	\$ 9,319,000	\$ 12,000,000
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	9,319,000	12,000,000
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 9,319,000	\$ 12,000,000
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expenditure adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

SCHEDULE A

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

PINAL RURAL

Continued from page 12

at milepost 118. Engines from Pinal Rural and Arizona Department of Forestry were on scene within minutes after the initial call. Mammoth Fire District responded shortly after. In the end there were seven responding agencies in total who helped battle this incident. At 6 p.m., the fire was declared out.

agencies who assisted in controlling this fire. Their quick actions were critical in preventing the forward progress of this fire,” said Pinal Rural Fire Chief Bobby Apodaca.

He added that the fire may have been intentionally set and is being investigated by the Arizona Department of Public Safety.

“I would like to thank all responding



Public Notice

Arizona Water Company (the “Company”) has released its 2023 Water Quality Report (Consumer Confidence Report) for its San Manuel water system, PWSID 11-020. The Company will not be mailing a copy of the report to its customers, because Arizona Administrative Code R18-4-117, granted a mailing waiver to small water systems with a population less than 10,000 people. Copies are now available: at the Oracle office located at 670 E. American Avenue; via mail by sending a request to Arizona Water Company, P.O. Box 5209, Oracle, AZ 85623; via our website at www.azwater.com; or by calling the Oracle office at 520-385-2226. The entire report is also printed in the newspaper today. The Company recommends that customers serving more than one housing unit post a copy of the 2023 Water Quality Report in a conspicuous place.

ARIZONA WATER COMPANY

– 2023 ANNUAL WATER QUALITY REPORT FOR SAN MANUEL, ARIZONA, PWSID NO. 11-020 –

This report contains important information about your drinking water.
Este informe contiene información importante sobre su agua potable.
Tradúzcalo o hable con alguien que lo entienda bien.

Arizona Water Company provides groundwater to its San Manuel customers from water supplied by BHP Billiton.

All water samples are collected by state-certified employees of Arizona Water Company or by the Arizona Department of Environmental Quality (“ADEQ”). Samples are analyzed by state-certified independent laboratories and the results are forwarded to ADEQ. The following report provides detailed information about the quality of the water delivered to customers. The water supplied by Arizona Water Company complies with all state and federal safe drinking water standards and regulations.

DETECTED WATER QUALITY CONSTITUENTS - GROUNDWATER

Primary Standards							
Water Quality Constituent	Units	MCLG	MCL	Range of Levels Detected	Sample Year	Typical Source of Detected Constituent	
Inorganics							
Arsenic	ppb	0	10	4.4 - 7.7 Highest Running Annual Average - 6.2	2023	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes	
Barium	ppm	2	2	0.006	2022	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits	
Chromium, Total	ppb	100	100	6	2022	Discharge from steel and pulp mills; erosion of natural deposits	
Fluoride	ppm	4	4	1.7	2022	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories	
Nitrate (as Nitrogen)	ppm	10	10	0.3	2023	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits	
Radiological							
Alpha Emitters	pCi/L	0	15	6	2019	Erosion of natural deposits	
Disinfectant / Disinfection Byproducts							
Water Quality Constituent	Units	MCLG (MRDLG)	MCL (MRDL)	Average Level Detected	Range of Levels Detected	Sample Year	Typical Source of Detected Constituent
Chlorine Residual	ppm	(4)	(4)	1.5	0.8 - 1.9	2023	Drinking water disinfection
Total Trihalomethanes	ppb	NA	80	2.2	2 - 2.3	2023	Byproduct of drinking water disinfection
Additional Constituents (Unregulated)							
Sodium	ppm	NS	NS	68	68	2021	Unknown
Lead and Copper Monitoring							
Water Quality Constituent	Units	MCLG	Action Level	90 th Percentile of Sample Results	Number of Samples That Exceeded the Action Level	Sample Year	Typical Source of Detected Constituent
Copper	ppm	1.3	1.3	0.02	0	2021	Internal corrosion of household water plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead	ppb	0	15	ND	0	2021	Internal corrosion of household water plumbing systems; erosion of natural deposits

Your drinking water complies with the United States Environmental Protection Agency’s (“USEPA”) safe drinking water standard for arsenic, though it contains low levels of arsenic. USEPA’s safe drinking water standard balances the current understanding of arsenic’s possible health effects against the costs of removing arsenic from drinking water. USEPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Public Notice

Note: In addition to the constituents listed in this report, Arizona Water Company and ADEQ conducted monitoring for over 80 additional constituents and the results show none of those constituents were detected in the water. Data presented are from the most recent testing done in accordance with applicable regulations. Some constituents are monitored less frequently than once a year because either their concentrations do not change frequently or they are not likely to be detected. Therefore, some of the water quality testing data contained herein, although representative, may be more than one year old. If you have questions about this water quality report, please contact Dave Dunaway, Environmental Compliance Manager, Arizona Water Company, P. O. Box 29006, Phoenix, Arizona 85038-9006; telephone (602) 240-6860 or email mail@azwater.com.

In 2004, ADEQ completed a Source Water Assessment of the water sources used by Arizona Water Company’s San Manuel water system. ADEQ reviewed the adjacent land uses that may pose a potential risk to the water sources. The result of the Assessment was a low risk to the water sources.

The complete Assessment is available for inspection at ADEQ, 1110 West Washington Street, Phoenix, Arizona 85007, between the hours of 8:00 a.m. and 5:00 p.m. Electronic copies are available from ADEQ at recordscenter@azdeq.gov. For more information, visit ADEQ’s Source Water Assessment and Protection Unit website at: www.azdeq.gov/node/735.

The USEPA and ADEQ require Arizona Water Company to provide the following information:

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some constituents. The presence of constituents does not necessarily indicate that water poses a health risk. More information about constituents and potential health effects can be obtained by calling the USEPA’s Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to constituents in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. USEPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial constituents are available from the Safe Drinking Water Hotline (800-426-4791).

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radiological material, and can pick up substances resulting from the presence of animals or from human activity.

Constituents that may be present in source water include:

- Microbials, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganics, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organics, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production. They can also come from gas stations, urban stormwater runoff, and septic systems.
- Radiological material, which can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, USEPA prescribes regulations which limit the amount of certain constituents in water provided by public water systems. FDA regulations establish limits for constituents in bottled water which must provide the same protection for public health.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Arizona Water Company is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the USEPA’s Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.

DEFINITIONS, ABBREVIATIONS, AND UNIT DESCRIPTIONS:

Action Level	=	The concentration of a constituent which, if exceeded, triggers treatment or other requirements which a water system must follow.
CDC	=	United States Centers for Disease Control and Prevention
FDA	=	United States Food and Drug Administration
MCL	=	Maximum Contaminant Level, the highest level of a constituent that is allowed in drinking water. MCLs are set as close to the MCLGs using the best available treatment technology as is economically and technologically feasible.
MCLG	=	Maximum Contaminant Level Goal, the level of a constituent in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MRDL	=	Maximum Residual Disinfection Level, the highest level of a drinking water disinfectant that is allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	=	Maximum Residual Disinfection Level Goal, the level of a drinking water disinfectant in drinking water below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial constituents.
NA	=	None adopted
ND	=	None detected
NS	=	No standard
pCi/L	=	Picocuries per liter
ppb	=	Parts per billion, or micrograms per liter (µg/L)
ppm	=	Parts per million, or milligrams per liter (mg/L)
PWSID	=	Public Water Supply Identification

ARIZONA TRAIL

Continued from page 11

through breathtaking Arizona landscapes provides both a physical challenge and a mental sanctuary, allowing participants to honor fallen comrades and find personal solace. Participants from the Memorial Day expedition will share a multitude of inspiring moments from the trip with their friends and family, inspired by the collective effort of overcoming a strenuous section of the trail where

teamwork ensured everyone reached their destination safely, symbolizing the strength and unity of their community.

The Arizona Trail Association and Team RWB engage in extensive organizational work to support veterans and outdoor enthusiasts through physical fitness and wellness activities. They each offer a range of programs, including

military-themed workouts, community-building outdoor engagements, and volunteer trail maintenance events for veterans to enjoy and improve the Arizona Trail. Their focus on creating meaningful connections through outdoor activities and service projects makes their initiatives particularly appealing to the military community.

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

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

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.

Public Notice

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 el 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, franqueo 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

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Lexi's Design LLC File No. 23670046 II. The address of the known place of business is: 1208 W. 7th Ave., Apache Junction, AZ 85120 III. The name and street address of the Statutory Agent is: Alexis Cueto 1208 W. 7th Ave., Apache Junction, AZ 85120 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:

MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Desert Soulspheres LLC File No. 23679615 II. The address of the known place of business is: 604 W Ray St., Superior, AZ 85173 III. The name and street address of the Statutory Agent is: Tifanie Macias 604 W Ray St., Superior, AZ 85173 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Tifanie Macias 604 W Ray St., Superior, AZ 85173 member manager

MINER 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: PISCESMOON LLC. File No. 23689994 The address of the known place of business is 2085 W. Calle Encanto. The Statutory Agent is Stephanie MacNeill, 2085 W. Calle Encanto, Oracle AZ 85623. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are as follows: 1) Dana Mayorga, 1004 E. Copper St. Unit 3, Tucson AZ 85719. 2)The Statutory Agent as listed above

MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

TOWN OF WINKELMAN 2024-2025 BUDGET

THE BUDGET MAY BE EXAMINED AT WINKELMAN TOWN HALL, 206 GIFFIN AVE., WINKELMAN, ARIZONA. THE PUBLIC HEARING ON THE FY 2025 BUDGET AND PROPERTY TAX LEVY WILL BE HELD JULY 1, 2024 AT 5:45 PM AT THE WINKELMAN TOWN COUNCIL CHAMBERS, 206 GIFFIN AVE., WINKELMAN, ARIZONA. If special accommodations are needed, please contact the Town Hall Office at (520)356-7854, as early as possible to make your request.

CBN Legal 6/19/24, 6/26/24

Public Notice

TOWN OF HAYDEN 2024-2025 BUDGET

THE BUDGET MAY BE EXAMINED AT HAYDEN TOWN HALL, 520 VELASCO AVE., HAYDEN, ARIZONA. THE BUDGET IS ALSO AVAILABLE FOR REVIEW AT www.townofhaydenaz.gov ON THE FINANCIAL TAB. THE PUBLIC HEARING ON THE BUDGET AND PROPERTY TAX LEVY WILL BE HELD JULY 15, 2024 AT 5:30 PM AT THE HAYDEN COUNCIL CHAMBERS, 520 VELASCO AVE., HAYDEN, ARIZONA. Persons with disabilities needing accommodations or alternative formats should contact Nancy Hinojos, Town Clerk. If possible, such requests should be made 24 hours in advance.

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

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: KCCLM Light Legacy LLC File No. 23684926 II. The address of the known place of business is: 44272 W. Adobe Cir., Maricopa AZ 85139 III. The name and street address of the Statutory Agent is: Kevin Walsh 44272 W. Adobe Cir., Maricopa AZ 85139 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Sole Member Cindy Walsh 44272 W. Adobe Cir., Maricopa AZ 85139

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

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.

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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

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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 _____, TOWN OF HAYDEN

By: _____, Mayor

Date: _____, 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

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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

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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

Public Notice

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 la validez de esta Concesión en su conjunto o a ninguna parte de las disposiciones

Public Notice

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

Public Notice

Town of Mammoth, Arizona

FY24/25

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: <i>(line F.1. actual levy from prior year's final levy limit worksheet)</i>	\$ 53,362
Net assessed valuation: <i>(line C.4. from current year's worksheet)</i>	\$ 2,952,640
Value of new construction:	\$ 106,192
Net assessed value minus new construction: <i>(line B.4. from current year's levy limit worksheet)</i>	\$ 2,846,448
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 1.8747
Growth in property tax levy capacity associated with new construction:	\$ 1,991
MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	\$ 55,353
Proposed primary property tax levy:	\$ 55,353
Proposed increase in primary property tax levy, exclusive of new construction	\$ 1,019.00
Proposed percentage increase in primary property tax levy:	1.91%
Proposed primary property tax rate:	\$ 1.9105
Proposed increase in primary property tax rate:	\$ -
Proposed primary property tax levy on a home valued at \$100,000	\$ 191.05
Primary property tax levy on a home valued at \$100,000 if the tax rate was not raised:	\$ 187.47
Proposed primary property tax levy increase on a home valued at \$100,000:	\$ 3.58

MINER Legal 6/26/24, 7/3/24

Shop Local. Buy Local. Support Local.

Public Notice

ARTICLES OF INCORPORATION FOR-PROFIT CORPORATION ENTITY INFORMATION ENTITY NAME: 3TC TRANSPORT, INC. ENTITY ID: 23682498 EFFECTIVE DATE: 05/17/2024 ENTITY TYPE: Domestic For-Profit (Business) Corporation CHARACTER OF BUSINESS: Transportation and Warehousing (48) AUTHORIZED SHARES Share Class: COMMON Share Series: Share Total: 100 PROFESSIONAL SERVICES: N/A STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Kathleen Vig PHYSICAL ADDRESS: 11124 E. Sugar Creek Drive, GOLD CANYON, AZ 85118 MAILING ADDRESS: KNOWN PLACE OF BUSINESS Att: Amy Cogswell, 11124 E. Sugar Creek Drive, GOLD CANYON, AZ 85118 PRINCIPAL INFORMATION Director: Kathleen Vig - 11124 E. Sugar Creek Drive, GOLD CANYON, AZ, 85118, USA - - Date of Taking Office: 05/17/2024 Incorporator: Amy Cogswell - 5407 Coleman Street, NORTH LAS VEGAS, NV, 89031, USA - amy@3tctransport.com - Date of Taking Office: President: Allen MacArthur SR - 5407 Coleman Street, NORTH LAS VEGAS, NV, 89031, USA - al.maclogistics@gmail.com - Date of Taking Office: 05/17/2024 Vice-President: Amy Cogswell - 5407 Coleman Street, NORTH LAS VEGAS, NV, 89031, USA - amy@3tctransport.com - Date of Taking Office: 05/17/2024 SIGNATURE Incorporator: Amy Cogswell - 05/17/2024
MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

TOWN OF MAMMOTH, ARIZONA PUBLIC HEARING ON THE FISCAL YEAR 2024-2025 PROPOSED ANNUAL BUDGET AND PROPERTY TAX LEVY HEARING THE TOWN COUNCIL OF THE TOWN OF MAMMOTH WILL NOW HOLD A PUBLIC HEARING ON JULY 11, 2024, AT 6:00 PM AT THE MAMMOTH TOWN HALL, 125 N. CLARK ST., MAMMOTH, ARIZONA FOR THE PURPOSE OF HEARING PUBLIC COMMENTS ON THE 2024-2025 FINAL BUDGET FOR THE TOWN OF MAMMOTH, SETTING THE ALTERNATIVE EXPENDITURE LIMITATION, PRESENTING THE PRIMARY TAX LEVY FOR THE 2024-2025 BUDGET. THE FINAL BUDGET WILL BE ADOPTED. ANY TAXPAYER MAY APPEAR AND BE HEARD IN FAVOR OF OR AGAINST ANY PROPOSED EXPENDITURE OR TAX LEVY. A COPY OF THE FISCAL YEAR 2024-2025 BUDGET IS ON DISPLAY AT THE MAMMOTH TOWN HALL, 125 CLARK ST., MAMMOTH, ARIZONA 8:00AM-4:00PM, MONDAY THROUGH FRIDAY. AND AT THE MAMMOTH LIBRARY 125 CLARK ST., MAMMOTH, ARIZONA. AND CAN BE ACCESSED ON THE TOWN OF MAMMOTH WEBSITE AT WWW.TOWNOFMAMMOTH.US. THE TAX LEVY SET AT A SPECIAL COUNCIL MEETING ON JULY 11, 2024. /s/ Hector Moreno, Town Clerk
MINER Legal 6/26/24, 7/3/24

Public Notice

SALLY CORDOVA PO Box 735 Mammoth, AZ 85618 (520) 599-9221 Pro per Christina Webster, AZCLDP #81598 Arizona Legal EASE, Inc., AZCLDP #80340 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL BRENDA W. CLARK, Deceased. Case No.: PB2024 00209 NOTICE TO CREDITORS NOTICE IS GIVEN: SALLY CORDOVA has been appointed Personal Representative of this estate. 2. DEADLINE TO MAKE CLAIMS: All person having claims against the estate are required to present their claims within four months after the date of the first publication of this notice or the claims will be forever barred. A.R.S. §§ 14-3801 through 14-3816. 3. NOTICE OF CLAIMS: To present the claim, claimant must either : a) Deliver or mail a written statement of the claim to the Personal Representative at the following address: SALLY CORDOVA PO Box 735 Mammoth, AZ 85618 Commence a proceeding against the Personal Representative in the following courts: Superior Court, PINAL County, State of Arizona PO Box 2730, Florence AZ 85132. Dated: 6-17-24 /s/ Sally Cordova SALLY CORDOVA
MINER Legal 6/26/24, 7/3/24, 7/10/24

Public Notice

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFORMATION ENTITY NAME: ELITE WEALTH MANAGEMENT LLC ENTITY ID: 23656430 ENTITY TYPE: Domestic LLC EFFECTIVE DATE: 06/18/2024 CHARACTER OF BUSINESS: Finance and Insurance MANAGEMENT STRUCTURE: Member-Managed PERIOD OF DURATION: Perpetual PROFESSIONAL SERVICES: N/A STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Curtis Jones PHYSICAL ADDRESS: 30027 N Maravilla Dr, SAN TAN VALLEY, AZ 85143 MAILING ADDRESS: 30027 N Maravilla Dr, SAN TAN VALLEY, AZ 85143 PRINCIPAL ADDRESS Att: Dom & Curtis Jones, 5650 N Riverside Dr, Suite 150, FORT WORTH, TX, 76137 PRINCIPALS Member: Curtis Jones - 5650 N Riverside Dr, Suite 150, FORT WORTH, TX, 76137, USA - - Date of Taking Office: Member: Dominique Taylor - 5650 N Riverside Dr, Suite 150, FORT WORTH, TX, 76137, USA - - Date of Taking Office: ORGANIZERS Curtis Jones: 30027 N Maravilla Dr, SAN TAN VALLEY, AZ, 85143, USA, officemanager.dom.curtis@gmail.com SIGNATURE Organizer: Curtis Jones - 06/19/2024
MINER Legal 6/26/24, 7/3/24, 7/10/24

Public Notice

City/Town of Mammoth
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year	Account	S c h	Funds								
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	1,016,200	7,620,000	500,000	0	0	561,350	0	9,697,550
2024	Actual expenditures/expenses**	E	2	832,656	309,756	0	0	0	542,556	0	1,684,968
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	0	0	0	0	0	0	0	0
2025	Primary property tax levy	B	4	55,353							55,353
2025	Secondary property tax levy	B	5								0
2025	Estimated revenues other than property taxes	C	6	2,101,548	10,192,542	0	0	0	1,360,916	0	13,655,006
2025	Other financing sources	D	7	0	0	0	0	0	0	0	0
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	0	0	0	0	0	0	0	0
2025	Interfund Transfers (out)	D	10	0	0	0	0	0	0	0	0
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures										
	Maintained for future debt retirement										0
	Maintained for future capital projects										0
	Maintained for future financial stability										0
	Maintained for future retirement contributions										0
2025	Total financial resources available		12	2,156,901	10,192,542	0	0	0	1,360,916	0	13,710,359
2025	Budgeted expenditures/expenses	E	13	2,101,548	9,692,542	500,000	0	0	1,360,916	0	13,655,006

Expenditure limitation comparison		
	2024	2025
1 Budgeted expenditures/expenses	\$ 9,697,550	\$ 13,655,006
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	9,697,550	13,655,006
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 9,697,550	\$ 13,655,006
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

SCHEDULE A

City/Town of Mammoth
Tax levy and tax rate information
Fiscal year 2025

	2024	2025
1. Maximum allowable primary property tax levy. A.R.S. §42-1705(A)	\$ 94,957	\$ 96,856
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	\$
3. Property tax levy amounts		
A. Primary property taxes	\$ 53,362	\$ 55,353
Property tax judgment	\$	\$
B. Secondary property taxes	\$	\$
Property tax judgment	\$	\$
C. Total property tax levy amounts	\$ 53,362	\$ 55,353
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 53,362	\$
(2) Prior years' levies	\$ 52,788	\$
(3) Total primary property taxes	\$ 106,150	\$
B. Secondary property taxes		
(1) Current year's levy	\$	\$
(2) Prior years' levies	\$	\$
(3) Total secondary property taxes	\$	\$
C. Total property taxes collected	\$ 106,150	\$
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.9105	1.9105
Property tax judgment	\$	\$
(2) Secondary property tax rate	\$	\$
Property tax judgment	\$	\$
(3) Total city/town tax rate	1.9105	1.9105
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

SCHEDULE B

MINER Legal 6/26/24, 7/3/24

Public Notice

Notice

Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 730 N. Cody Loop Road, LLC; File No: 23686580 (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

Summons/Cheri L Sanders/Robert Carlous Sanders III/Unknown heirs and devisees of Defendants

Person/Attorney Filing: Nikita V Patel
Mailing Address: 1400 East Southern Avenue, Suite 400 City, State, Zip Code: Tempe, AZ 85282 Phone Number: (480)427-2800 E-Mail Address: minutentries@carpenterhazlewood.com
State Bar Number: 025803, Issuing State: AZ In The Superior Court Of The State Of Arizona In And For The County Of Pinal Glennwilde Homeowners' Association Plaintiff(s), v. Cheri L Sanders, et al. Defendant(s). Case No. S1100CV202400222 Summons To: Cheri L Sanders; Robert Carlous Sanders III; Unknown heirs and devisees of Defendants 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/e-filinginformation>. 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: January 31, 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 this Summons and its accompanying Complaint may be obtained by contacting counsel for the Plaintiff at the address shown on the Summons.

MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Natures Surprise Ranch LLC File No. 23688183 II. The address of the known place of business is: 34500 S. Sombrero Viejo Rd., Oracle, AZ 85623 III. The name and street address of the Statutory Agent is: Heather Stanford 34500 S. Sombrero Viejo Rd., Oracle, AZ 85623 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Heather Stanford PO Box 1762 Oracle, AZ 85623 member; Andrew Stanford PO Box 1762 Oracle, AZ 85623 member

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

Public Notice

TS#: Habitat v Vanhorn Notice Of Trustee's Sale

Recorded: 06/03/2024 Loan #: xxxxxx6625 Order #: 90710859 The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 9/21/2011 and recorded on 9/23/2011 as Instrument # 2011-077882, 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 Main entrance to the Superior Court Building, 971 N. Jason Lopez Circle, Building A, Florence, Arizona, on 9-4-2024 at 11:00 AM of said day: Lot 2, Ironwood Trails, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet G, Slide 80, Excepting therefrom all oil, gas and other mineral deposits, as reserved in the Patent to the land. According To The Deed Of Trust Or Information Supplied By The Beneficiary, The Following Information Is Provided Pursuant To A.R.S. Section 33-808(C): Street address or identifiable location: 1640 W. Mockingbird St. Apache Junction, AZ 85120 A.P.N.: 100-35-0740 Original Principal Balance: \$70,000.00 Name and address of original trustor: (as shown on the Deed of Trust) Samantha Day Vanhorn, an unmarried woman 10665 E. Bramble Ave. Mesa, AZ 85208 Name and address of beneficiary: (as of recording of Notice of Sale) Habitat for Humanity Central Arizona 9133 NW Grand Ave., Ste. 1 Peoria, AZ 85345

The successor trustee appointed herein qualifies as trustee of the Trust Deed in the trustee's capacity as a member of the Arizona State Bar as required by ARS Section 33-803, Subsection A(2). Name of Trustee's Regulator: Arizona State Bar Association. Name, Address & Telephone Number Of Trustee: (as of recording of Notice of Sale) Anthony W. Austin Fenmore Law 2394 E. Camelback Rd., Suite 600 Phoenix, AZ 85016 Phone: 602-916-5000 Sale Info: www.mkconsultantsinc.com/trustees-sales/ Dated this 30th day of May, 2024 /s/ Anthony W. Austin, Successor Trustee State of Arizona) ss County of Maricopa) On this 30th day of May, 2024 before me, Notary Public, personally appeared Anthony W. Austin personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. In Witness Whereof I hereunto set my hand and official seal. /s/ Karen Turpin Notary Public My Commission Expires: 6/19/2025

MINER Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24

Public Notice

ARTICLES OF INCORPORATION, NON-PROFIT HAVE BEEN FILED WITH THE OFFICE OF THE AZ CORPORATION COMMISSION FOR ENTITY NAME: VOICES IN THE OAKS CHORALE INC ENTITY ID: 23676786 ENTITY TYPE: Domestic Nonprofit Corporation EFFECTIVE DATE: 6/13/2024 BUSINESS TYPE: Other – Nonprofit Charity, Community Chorus CHARITY WILL NOT HAVE MEMBERS KNOWN PLACE OF BUSINESS: ATTN: MARY HUEBNER 261 S Scat Ridge Ln, Oracle, AZ 85623 STATUTORY AGENT INFORMATION: NAME: MARY HUEBNER PHYSICAL ADDRESS: 261 S Scat Ridge Ln, Oracle, AZ 85623, Pinal County, USA MAILING ADDRESS: PO Box 646, Oracle, AZ 85623 PRINCIPAL INFORMATION: Director: Mary Huebner, 261 S Scat Ridge Ln, Oracle, AZ 85623, Pinal County, USA Director: Jenine Mayer, 1275 S Cody Loop Rd, Oracle, AZ, 85623, Pinal County, USA Director: Kathy Blacic, 3020 Grant Place, Bandon, OR, 97411, Coos County, USA Director: Coralee Thompson, 1238 SE Chapman Ave, Troutdale, OR, 97060, Multnomah County, USA OFFICERS: Chairman of the Board of Directors: Mary Huebner, 261 S Scat Ridge Ln, Oracle, AZ 85623, Pinal County, USA Treasurer: Jenine Mayer, 1275 S Cody Loop Rd, Oracle, AZ, 85623, Pinal County, USA Secretary: Coralee Thompson, 1238 SE Chapman Ave, Troutdale, OR, 97060, Multnomah County, USA

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

Public Notice

STATE OF ARIZONA ARTICLES OF INCORPORATION ACMC INC, A NON-PROFIT CORPORATION

1. Name. The name of the Non-profit Corporation is ACMC INC. 2. Character of Affairs/Purpose. The organization is organized exclusively for operated primarily to promote social welfare to benefit the community under section 501(c)(4) of the Internal Revenue Code, or corresponding section of any future federal tax code. 3. Activities Not in Furtherance of Exempt Purposes. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes described in section 501(c)(4). Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. 4. Dissolution. Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(4) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. 5. Public Charity. The organization will be classified as a social organization for tax purposes. 6. Members at Time of Formation. There will not be any members at the time the non-profit corporation is being formed. 7. Registered Office. The mailing and physical address of the registered office of the nonprofit corporation is: 37947 N. Luke Lane San Tan Valley, Arizona 85140. 8. Directors. The initial directors of the Corporation will be Robert Eberhardt (Director) 7186 W. Via De Luna Drive Glendale, Arizona 85310; William J. Bracken (Director) 37947 N. Luke Lane San Tan Valley, Arizona 85140; Robert Griffith (Director) 7859 W. San Juan Avenue Glendale, Arizona 85303; Richard H. LeBrun (Director) 2302 N. Atwood Circle Mesa, Arizona 85207 9. Agent for Service of Process. Peterson Law Offices PLLC, physical and mailing address: 20185 E. Ocotillo Rd. Ste. 101 Queen Creek, AZ 85142 is appointed, and by the signature of its authorized member below accepts appointment, to act as the agent for service of process. 10. Certificate of Disclosure. See attached certificate of disclosure. 11. Incorporator. 1. Shane Peterson, as an authorized member to sign on behalf of Peterson Law Offices PLLC, 20185 E. Ocotillo Rd. Queen Creek, AZ 85142, am acting as the incorporator of ACMC INC, and do acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law. /s/Shane A Peterson Peterson Law Offices PLLC- Incorporator Shane Peterson- Authorized Member Dated: 5/30/2024 CERTIFICATE OF DISCLOSURE ENTITY INFORMATION ENTITY NAME: ACMC INC ENTITY ID: 23687505 ENTITY TYPE: Domestic Nonprofit Corporation EFFECTIVE DATE/TIME: 05/30/2024 FELONY JUDGEMENT QUESTIONS: Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent 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, judgment, 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: 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? NO BANKRUPTCY QUESTION: Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? NO SIGNATURE By typing or entering my name and checking the box marked "I accept" below, I acknowledge under penalty of perjury that this document together with any attachments is submitted in compliance with Arizona law. Incorporator: Shane Peterson (Peterson Law Offices PLLC) - 05/30/2024

6/12, 6/19, 6/26/24

CNS-3821292#

SAN MANUEL MINER

MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

T. Gerald Chilton, Jr. (002481) CHILTON LAW OFFICES 8927 E. Cedar Waxwing Dr. Sun Lakes, Arizona 85248 Telephone: (602) 291-5800 Email: Jerry@chiltonlaw.com Attorney for Personal Representative in THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA In the Matter of the Estate of ARNOLD R. SALAZAR, Deceased. No. PB2024-000223 NOTICE TO CREDITORS 1. PERSONAL REPRESENTATIVE: I, JERRY CHILTON, am hereby given that Desi Salazar has been appointed the Personal Representative of this Estate on April 5, 2024. The address of the Personal Representative is 2365 S. Ananea, Mesa, Arizona 85209. 2. DEADLINE TO MAKE CLAIMS: All persons having claims against the Estate are required to present their claims within FOUR MONTHS after the date of the first publication of this notice or the claims will be forever barred. 3. NOTICE OF CLAIMS: Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 2365 S. Ananea, Mesa, Arizona 85209. 4. NOTICE OF APPOINTMENT: A copy of the notice of appointment is attached to the copies of this document mailed to all known creditors. DATED this 22nd day of May, 2024. /s/ T. GERALD CHILTON, JR. Attorney for Personal Representative

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

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Sun Valley Distribution LLC File No. 23672197 II. The address of the known place of business is: 1756 E. Desert Breeze Pl. Casa Grande, AZ 85122 III. The name and street address of the Statutory Agent is: Jameson Dedon 1756 E. Desert Breeze Pl. Casa Grande, AZ 85122 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: Jameson Dedon 1756 E. Desert Breeze Pl. Casa Grande, AZ 85122 manager

MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Renovo Restoration LLC File No. 23686787 II. The address of the known place of business is: 232 W. Larimer St., San Tan Valley, AZ 85143 III. The name and street address of the Statutory Agent is: 232 W. Larimer St., San Tan Valley, AZ 85143 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: Edmundo Saavedra 232 W. Larimer St., San Tan Valley, AZ 85143 member manager; Daniel Barash 1029 W. Estrella Dr., Chandler, AZ 85224 member manager

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

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. 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 ON THE DATE AND TIME SET FORTH ABOVE. Legal Description: See Exhibit A attached hereto Tax parcel number: 208-03-049A 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 Mortgagee, 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 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 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

The Town of Kearny hereby provides the following Consumer Confidence Report (CCR) on Kearny Public Water System ID Nr: 11-031. The Town of Kearny will not be providing copies of the CCR by mail or other direct delivery methods. Copies will be made available to the public upon request: in-person at Kearny Town Hall, 355 Alden Rd., Kearny, AZ 85137 or via USPS: POB 639, Kearny, AZ 85137.

Consumer Confidence Report for Calendar Year 2023		
Este informe contiene información muy importante sobre el agua usted bebe. Traducción o háble con alguien que lo entienda bien.		
Public Water System ID Number	Public Water System Name	
AZ04-11-031	Town of Kearny	
Contact Name and Title	Phone Number	E-mail Address
David J. Garcia, Certified Operator	520-483-9462	Davegarcia236@yahoo.com
We want our valued customers to be informed about their water quality. If you would like to learn how about public participation or to attend any of our regularly scheduled meetings, please contact <u>Town Hall</u> at <u>520-363-5547</u> for additional opportunity and meeting dates and times.		

Drinking Water Sources

The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals, and in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Our water source(s): 6 Ground Water Wells, Basin: Lower San Pedro, Sub Basin: Mammoth, Watershed: Upper Gila River

Drinking Water Contaminants

Microbial Contaminants: Such as viruses and bacteria that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife

Inorganic Contaminants: Such as salts and metals that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming

Pesticides and Herbicides: Such as agricultural, urban storm water runoff, and residential uses that may come from a variety of sources

Organic Chemical Contaminants: Such as synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and also may come from gas stations, urban storm water runoff, and septic systems.

Radioactive Contaminants: That can be naturally occurring or be the result of oil and gas production and mining activities.

Vulnerable Population

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. Some people may be more vulnerable to contaminants in drinking water than the general population.

Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. Those people should seek advice about drinking water from their health care providers.

For more information about contaminants and potential health effects, or to receive a copy of the U.S. Environmental Protection Agency (EPA) and the U.S. Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and microbiological contaminants visit the EPA Safe Drinking Water website at www.epa.gov/sdwa.

Consumer Confidence Report 2023 – PWS# AZ0411031

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Water Quality Data – Regulated Contaminants

Microbiological (RTCR)	TT Violation Y or N	Number of Positive Samples	Positive Sample(s) Month & Year	MCL	MCLG	Likely Source of Contamination
E. Coli	N	0	NA	0	0	Human and animal fecal waste
Fecal Indicator (coliphage, enterococci and/or E. coli)	N	0	NA	0	0	Human and animal fecal waste
Disinfectants	MCL Violation Y or N	Running Annual Average (RAA)	Range of All Samples (Low-High)	MRDL	MRDL G	Likely Source of Contamination
Chlorine/Chloramine (ppm)	N	0.71	0.67 – 0.78	4	4	Monthly Water additive used to control microbes
Disinfection By-Products	MCL Violation Y or N	Running Annual Average (RAA)	Range of All Samples (Low-High)	MCL	MCLG	Likely Source of Contamination
Halocetic Acids (HAAs) (ppb)	N	8.0	6.1 – 9.8	60	N/A	Quarterly Byproduct of drinking water disinfection
Total Trihalomethanes (THM) (ppb)	N	49.8	36 – 69	60	N/A	Quarterly Byproduct of drinking water disinfection
Lead & Copper	MCL Violation Y or N	90 th Percentile	Number of Samples Exceeds AL	AL	ALG	Likely Source of Contamination
Copper (ppm)	N	0.22	0	1.3	1.3	7/2023 Corrosion of household plumbing systems; erosion of natural deposits
Lead (ppb)	N	1.2	0	15	0	7/2023 Corrosion of household plumbing systems; erosion of natural deposits
Radionuclides	MCL Violation Y or N	Highest Level Detected	Range of All Samples (Low-High)	MCL	MCLG	Likely Source of Contamination
Alpha Emitters (pCi/L)	N	4.71	4.71	15	0	8/2023 Erosion of natural deposits
Combined Radium-226 & -228 (pCi/L)	N	0.54	0.54	5	0	8/2023 Erosion of natural deposits
Inorganic Chemicals (IOC)	MCL Violation Y or N	Running Annual Average (RAA) OR Highest Level Detected	Range of All Samples (Low-High)	MCL	MCLG	Likely Source of Contamination
Arsenic (ppb)	N	6.5	6.5	10	0	5/2023 Erosion of natural deposits; runoff from acid rain; runoff from glass and electronics production wastes
Barium (ppm)	N	0.05	0.05	2	2	5/2023 Discharge of drilling wastes; discharge from metal refineries; Erosion of natural deposits
Fluoride (ppm)	N	1.4	1.4	4	4	5/2023 Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
Nitrate ³ (ppm)	N	1.6	0.54 – 1.6	10	10	5/2023 Runoff from fertilizer use; leaching from septic tanks; sewage; erosion of natural deposits
Sodium (ppm)	N	310	310	N/A	N/A	5/2023 Erosion of natural deposits

³ **Arsenic** is a mineral known to cause cancer in humans at high concentration and is linked to other health effects, such as skin damage and circulatory problems. If arsenic is less than or equal to the MCL, your drinking water meets EPA's standards. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water, and continues to research the health effects of low levels of arsenic.

⁴ **Nitrate** in drinking water at levels above 10 ppm is a health risk for infants of less than six months of age. High nitrate levels in drinking water can cause "blue baby syndrome." Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity. If you are caring for an infant, and detected nitrate levels are above 5 ppm, you should seek advice from your health care provider.

Consumer Confidence Report 2023 – PWS# AZ0411031

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CBN Legal 6/26/24

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Public Notice

Public Notice

Source Water Assessment

Based on the information available in 2002/2003 on the hydrogeologic settings and the adjacent land uses that are in the specified proximity of the drinking water source(s) of this public water system, the Arizona Department of Environmental Quality (ADEQ) has designated the degree to which this public water system drinking water source(s) are protected. A designation of high risk indicates there may be additional source water protection measures which can be implemented on the local level. This does not imply that the source water is contaminated nor does it mean that contamination is imminent. Rather, it simply states that land use activities or hydrogeologic conditions exist that make the source water susceptible to possible future contamination. Further source water assessment documentation can be obtained by contacting ADEQ.

Definitions

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water

Level 1 Assessment: A study of the water system to identify potential problems and determine (if possible) why total coliform bacteria was present

Level 2 Assessment: A very detailed study of the water system to identify potential problems and determine (if possible) why an *E. coli* MCL violation has occurred and/or why total coliform bacteria was present

Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment, or other requirements

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health

Maximum Residual Disinfectant Level (MRDL): The level of disinfectant remaining in water after treatment that may not be exceeded at the consumer's tap

Maximum Residual Disinfectant Level Goal (MRDLG): The level of disinfectant added for treatment at which no known or anticipated adverse effect on health of persons would occur

Minimum Reporting Limit (MRL): The smallest measured concentration of a substance that can be reliably measured by a given analytical method

Millirems per year (MREM): A measure of radiation absorbed by the body

Not Applicable (NA): Sampling was not completed by regulation or was not required

Not Detected (ND or -): Not detectable at reporting limit

Nephelometric Turbidity Units (NTU): A measure of water clarity

Million fibers per liter (MFL)

Picocuries per liter (pCi/L): Measure of the radioactivity in water

ppm: Parts per million or Milligrams per liter (mg/L)

ppb: Parts per billion or Micrograms per liter (µg/L)

ppt: Parts per trillion or Nanograms per liter (ng/L) ppm x 1000 = ppb

ppq: Parts per quadrillion or Picograms per liter (pg/L) ppb x 1000 = ppt

ppt: Parts per trillion or Nanograms per liter (ng/L) ppt x 1000 = ppq

Lead Informational Statement:

Lead, in drinking water, is primarily from materials and components associated with service lines and home plumbing. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Town of Kearny is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water is running for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Violation Summary (for MCL, MRDL, AL, TT, or Monitoring & Reporting Requirement)

Violation Type	Explanation, Health Effects	Time Period	Corrective Actions
Reporting	We failed to submit sample results to ADEQ for Disinfection By-products and total coliforms (bacteria) by the required deadline	01/01/2023 – 3/31/2023	Results were submitted to ADEQ as required

Please share this information with other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

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All contaminants listed below were tested for and were NOT found in our water. These contaminants are considered Non-Detect or not present:

Synthetic Organic Compounds (Last tested 7/2022): 2,4-D, 2,4,5-TP (a.k.a. Silvex), Acrylamide, Alachlor, Atrazine, Benzo (a) pyrene (PAH), Carbofuran, Chlordane, Dalaapon, D1 (2-ethylhexyl) adipate, D1 (2-ethylhexyl) phthalate, Dibromochloropropane, Dinitoseb, Diquat, Dioxin (a.k.a. 2,3,7,8-TCDD), Endosulfan, Endrin, Epichlorohydrin, Ethylene dichloride, Glyphosate, Heptachlor, Heptachlor epoxide, Hexachlorobiphenyls, Hexachlorocyclo pentadiene, Lindane, Methoxychlor, Oxamyl (a.k.a. Vydate), PCBs (Polychlorinated biphenyls), Pentachlorophenol, Picloram, Simazine, Toxaphene

Volatile Organic Compounds (Last tested 12/2023 and 5/2023): Benzene, Carbon tetrachloride, Chlorobenzene, o-Dichlorobenzene, p-Dichlorobenzene, 1,1-Dichloroethane, 1,1-Dichloroethylene, cis-1,2 Dichloroethylene, trans-1,2-Dichloroethylene, Dichloromethane, 1,2-Dichloropropane, Ethylbenzene, Styrene, Tetrachloroethylene, 1,2,4-Trichlorobenzene, 1,1,1-Trichloroethane, 1,1,2-Trichloroethane, Trichloroethylene, Toluene, Vinyl Chloride, Xylenes

Inorganic Contaminants (Last tested 5/2023): Antimony, Asbestos (tested 4/2020), Beryllium, Cadmium, Chromium, Iodine, Mercury, Nickel, Selenium, Thallium

Water Quality Table – Unregulated Contaminants

Your drinking water was sampled for the presence and concentration of 29 different per- and polyfluoroalkyl substances, some known by the acronyms PFAS, PFNA, PFDA, PFHxS, and GenX. This is a group of contaminants in the final stages of becoming regulated by the EPA. PFAS are man-made chemicals that are resistant to heat, water, and oil. They have been used since the 1940s to manufacture various consumer products, including fire-fighting foam and stain resistant, water-resistant, and nonstick items. Many PFAS do not break down easily and can build up in people, animals, and the environment over time. Scientific studies have shown that exposure to certain PFAS can be harmful to people and animals, depending on the level and duration of exposure.

To learn more about this group of chemicals, we encourage you to read the ADEQ-provided "PFAS 101 Fact Sheet" and to visit the ADEQ website at <https://www.azdeq.gov/pfas-resources>.

Per- and Polyfluoroalkyl Substances	Highest Level Detected (ppt)	Range of All Samples (ppt)	Proposed MCL
PFOA	4.38	4.38	4.0 ppt
PFOS	2.39	1.99 – 2.39	4.0 ppt
PFNA	ND	ND	N/A*
PFHxS	1.99	1.93 - 1.99	N/A*
PFBA	6.65	6.58 – 6.65	N/A*
PFBS	88.5	63.2 – 88.5	N/A*
Calculated Hazard Index (HI)	>1		1 (no units)

* EPA is proposing a Hazard Index MCL to limit any mixture containing one or more of PFNA, PFHxS, PFBS, and/or GenX Chemicals. The Hazard Index considers the different toxicities of PFNA, GenX Chemicals, PFHxS, and PFBS. For these PFAS, water systems would use a hazard index calculation to determine if the combined levels of these PFAS in the drinking water at that system pose a potential risk and require action (Source: EPA Fact Sheet: Understanding the PFAS National Primary Drinking Water Protocol - Hazard Index).

Public Notice

Notice

Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 898 W. Linda Vista Road, LLC; File No: 23686579 (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

Notice

Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 869 N. Sycamore Drive, LLC; File No: 23686581 (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

SHOP LOCAL. BUY LOCAL. SUPPORT LOCAL.

Public Notice

SUMMONS

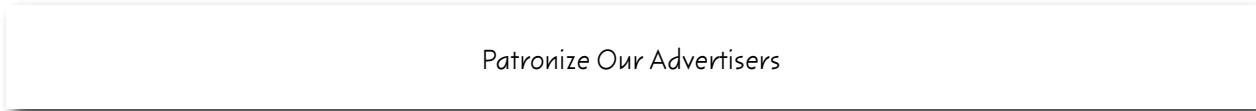
CASE NO. S1100CV202400898

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL DANIEL R. MENDOZA SR, et al. Plaintiff(s), v. JOHN S. ALONGI, et al. Defendant(s). To: JOHN S. ALONGI 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 8, 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, Thad Garlick, at Breyer Law Offices, P.C., 3840 East Ray Rd., Phoenix, AZ 85044, (480)494-5027 6/12, 6/19, 6/26, 7/3/24 CNS-3820934# SAN MANUEL MINER MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE OF HEARING

S1100PB2012001135
IN THE SUPERIOR COURT PINAL COUNTY STATE OF ARIZONA Date: 05/07/2024 HONORABLE DANIEL E. THORUP By Judicial Administrative Assistant: HOLLY BYRD IN THE MATTER OF THE ESTATE OF: MARY ELIZABETH JACOBSON AKA MARY E. JACOBSON DECEASED The Court has received and reviewed the Petition to Re-Open Probate filed on 04/19/2024 by Christopher Sarver. IT IS HEREBY ORDERED setting a Hearing on the Petition to Re-Open Probate on Tuesday, June 25, at 10:30 AM before the Hon. Daniel E. Throup Pinal County Superior Court, 971 Jason Lopez Circle, Bldg. A, Florence, Arizona 85132. 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 Assistance (Holly bhryd@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. IT IS FURTHER ORDERED that the Petitioner shall provide notice of the Hearing set by this minute entry and a copy of the Petition and documents filed with the Petition to all persons entitled to notice by law in the manner required by the A.R.S. §14-1401 or as otherwise provided by applicable Rule or Statute. Failure to provide proper notice of this hearing may prevent the hearing from going forward. IT IS FURTHER ORDERED that the Petitioner shall file proof that the required notice has been provided to the parties entitled to notice. The Court is including a "Proof of Notice" form with the mailing of this Minute Entry for the Petitioner's use. Mailed/distributed copy: 05/07/2024 DOUGLAS NEWBORN Office Distribution: 05/07/2024 JUDGE/D. THORUP 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 question has a constitutional right to trial by jury. 6/12, 6/19, 6/26/24 CNS-3820859# SAN MANUEL MINER MINER Legal 6/12/24, 6/19/24, 6/26/24



Public Notice

APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ARIZONA

1. ENTITY TYPE: FOR-PROFIT CORPORATION 2. NAME IN STATE OR COUNTRY OF INCORPORATION (FOREIGN NAME): Cardinal CT Company 3. NAME TO BE USED IN ARIZONA (ENTITY NAME): 3.1 Name in state or country of incorporation, with no changes 4. FOREIGN DOMICILE - the state or country in which the foreign corporation is incorporated: Wisconsin 5. DATE OF INCORPORATION IN FOREIGN DOMICILE: 07/26/2006 6. DURATION - the duration or life period of the foreign corporation is perpetual 7. PURPOSE - the foreign corporation's purpose is to engage in any or all lawful business or affairs in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, subject to the following limitations, if any: 8. CHARACTER OF BUSINESS - the character of business or affairs the foreign corporation initially intends to conduct in Arizona. NOTE that the character of business or affairs that the foreign corporation ultimately conducts is not limited by the description provided. Manufacturing 9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS - the physical or street address of the foreign corporation required to be maintained in its state or country of incorporation, or, if not so required, of the foreign corporation's statutory agent in its state or country of incorporation: 301 S Bedford Street Suite 1 Madison WI 53703 10. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS: 1109 N Jefferson Avenue Casa Grande AZ 85122 11. STATUTORY AGENT IN ARIZONA: 11.1 the name and physical or street address in Arizona of the statutory agent: National Registered Agents Inc. 3800 North Central Avenue Suite 460 Phoenix AZ 85012 11.3 the Statutory Agent Acceptance form M002 must be submitted along with this Application for Authority. 12. DIRECTORS - Darrell Aldrich 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Mike Balderramma 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Edmund Claxton 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Logan Kelly 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES 13. OFFICERS - Todd French 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES President Aaron Adamson 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Treasurer Roger O'Shaughnessy 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Other Chris Smith 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Other 14. FOR-PROFITS ONLY - SHARES AUTHORIZED - the class and total number of shares the foreign corporation is AUTHORIZED to issue. Class: Common Series: n/a Total: 1,000 15. FOR-PROFITS ONLY - SHARES ISSUED - each class/series of authorized shares and the total number and par value of shares of that class that have been ISSUED. Class: Common Series: n/a Total: 1,000 SIGNATURE: By checking the box marked "I accept" below, I acknowledge under penalty of law that this document together with any attachments is submitted in compliance with Arizona law. I ACCEPT /s/Todd French 6/4/2024 I am a duly-authorized Officer of the corporation filing this document. DIRECTOR ATTACHMENT DIRECTORS - Scott Stidham 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Mike Tilley 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Scott Paisley 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES Bill Pierce 775 Prairie Center Drive Suite 200 Eden Prairie MN 55344 UNITED STATES

6/19, 6/26, 7/3/24
CNS-3821823#
SAN MANUEL MINER
 MINER 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 Margie B, LLC; File No: 23686583 (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 K. Buchanan, as Trustee of the Margie K. Buchanan Trust, U/A dated October 19, 2020, 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

Summons
Case Number: C20242724
 HON. KELLIE JOHNSON SUPERIOR COURT OF ARIZONA IN PIMA COUNTY Kemma Johnson Name of Plaintiff AND Destanie L. Whitney, 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: Destanie L. Whitney 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, 201 W Jefferson St Phoenix AZ 85003 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: 5/9/2024 Gary L. Harrison Clerk of the Superior Court By: ALAN WALKER /s/ Deputy Clerk 6/12, 6/19, 6/26, 7/3/24
CNS-3820929#
SAN MANUEL MINER
 MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

Notice To Creditors/Jeff Douglas Gehrke
 Bogutz & Gordon, P.C. 3503 N. Campbell Avenue, Suite 101 Tucson, Arizona 85719 Phone (520) 321-9700 Fax (520) 321-9797 Dane J. Dehler State Bar # 032454, PAN #66831 minentries@gmail.com Attorney for Personal Representative Superior Court Of Arizona, Pinal County In the Matter of the Estate of: Jeff Douglas Gehrke, Deceased. No. PB202400306 Notice To Creditors Assigned to the Hon. Rebecca Padilla, Registrar Notice Is Hereby Given that Pamela Wareham has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four 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: Bogutz & Gordon, P.C. Dane J. Dehler State Bar # 032454, PAN #66831 minentries@gmail.com, Esq. 3503 N. Campbell Ave. Suite 101 Tucson, Arizona 85719 Dated this 12th day of June, 2024. Bogutz & Gordon, P.C. By: /s/ Dane J. Dehler Attorney for Personal Representative

MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE TO CREDITORS
 (For Publication) ESTATE OF DEANNA SUE DHAENE Notice is given that James Dhaene is the successor Trustee of The Dhaene Trust dated June 20, 2018. Pursuant to A.R.S. § 14-6103 and A.R.S. § 14-3801, all persons having claims against the trust estate of Deanna Sue Dhaene are required to present their claims within four (4) months after the date of the first publication of this notice, if notice is given as provided in A.R.S. § 14-6103 and 14-3801, or within sixty (60) days after mailing or delivery of this notice, whichever is later, or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Trustee at: Cholewka Law, 4365 E. Pecos Rd., Suite 104, Gilbert, AZ 85295. DATED: June 4, 2024 /s/Becky Cholewka Attorney for Trustee 4365 E. Pecos Rd. Suite 104 Gilbert, AZ 85295 STATE OF ARIZONA) ss. County of Maricopa) SUBSCRIBED AND SWORN TO before me on June 4, 2024, by Becky Cholewka. /s/Denise Demarco Notary Public Expires June 16, 2024 CHOLEWKA LAW By: /s/ Becky Cholewka
 6/19, 6/26, 7/3/24
CNS-3821645#
SAN MANUEL MINER
 MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE TO CREDITORS OF INFORMAL APPOINTMENT AND/OR INFORMAL PROBATE OF A WILL
Case Number: PB202400196
 SUPERIOR COURT OF ARIZONA PINAL COUNTY In the Matter of the Estate of KENNETH CRAIG HASKIN an Adult, deceased NOTICE IS GIVEN THAT: 1. Personal Representative: Anna Haskin has been appointed Personal Representative of this Estate on April 12, 2024. 2. DEADLINE TO MAKE CLAIMS. All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. 3. NOTICE OF CLAIMS: Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at Anna Haskin c/o Adam Rieth 1255 W. Baseline Rd., Ste. D-189, Mesa, AZ 85202 4. NOTICE OF APPOINTMENT. A copy of the Notice of Appointment is attached to the copies of this document mailed to all creditors. Date: May 8, 2024 /s/Anna Haskin (Personal Representative)
 6/19, 6/26, 7/3/24
CNS-3823602#
SAN MANUEL MINER
 MINER Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

Jared R. Owens, Esq. (027874) THE OWENS LAW FIRM, PLC, 200 W. Frontier St., Ste. L, Payson, AZ 85541 Phone: (928) 472-4303 Fax: (928) 472-4309 info@owenslaw.com Attorney for Personal Representative, Alexandra C. Baker SUPERIOR COURT OF THE STATE OF ARIZONA FOR THE COUNTY OF GILA IN THE MATTER OF THE ESTATE OF ROBERT MELVIN WOHNING, JR. An Adult, Deceased. Case No.: PB2024-00063 NOTICE TO CREDITORS NOTICE IS HEREBY GIVEN THAT: 1. ALEXANDRA C. BAKER was appointed Personal Representative of this Estate on June 4, 2024, and the notice to the heirs of informal appointment of personal representative was given as required by law. 2. All persons 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 ALEXANDRA C. BAKER, Personal Representative, c/o The Owens Law Firm, PLC 200 W. Frontier St., Ste. L, Payson, AZ 85541. RESPECTFULLY SUBMITTED this 12th day of June, 2024. THE OWENS LAW FIRM, PLC By /s/ Jared R. Owens, Esq. Attorney for Personal Representative, Alexandra C. Baker
CBN Legal 6/19/24, 6/26/24, 7/3/24

Public Notice

Public Notice

Public Notice

Public Notice

Town of Winkelman - Tentative
 Summary Schedule of estimated revenues and expenditures/expenses
 Fiscal year 2025

Fiscal year	S c h	Funds							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	1	1,159,420	1,280,910	0	0	0	250,670	0	2,691,000
2024	2	715,230	107,871	0	0	0	101,257	0	924,358
2025	3	672,415	1,829,645	0	0	0	0	0	2,502,060
2025	4	44,825							44,825
2025	5								0
2025	6	765,880	1,024,735	0	0	0	82,500	0	1,873,115
2025	7	0	0	0	0	0	0	0	0
2025	8	0	0	0	0	0	0	0	0
2025	9	0	0	0	0	0	218,765	0	218,765
2025	10	218,765					0	0	218,765
2025	11								0
2025	11								0
2025	11								0
2025	11								0
2025	12	1,264,355	2,854,380	0	0	0	301,265	0	4,420,000
2025	13	1,264,355	2,854,380	0	0	0	301,265	0	4,420,000

Expenditure limitation comparison

	2024	2025
1 Budgeted expenditures/expenses	\$ 2,691,000	\$ 4,420,000
2 Add/subtract: estimated net reconciling items		
3 Budgeted expenditures/expenses adjusted for reconciling items	2,691,000	4,420,000
4 Less: estimated exclusions		
5 Amount subject to the expenditure limitation	\$ 2,691,000	\$ 4,420,000
6 EEC expenditure limitation or voter-approved alternative expenditure limitation	\$	\$

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
 ** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
 *** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

Public Notice

Person Filing: David M. LaSpaluto Address (if not protected): 2355 E. Camelback Road Suite 615 City, State, Zip Code: Phoenix, AZ 85016 Telephone: (602) 889-8159 Email Address: david.laspaluto@fnf.com Attorney for Lawyer's Bar Number 024641, Issuing State: AZ SUPERIOR COURT OF ARIZONA IN PINAL COUNTY ESCAMILLIO E. DAVIS, SR. AND SANDRA LEE ACCAIRA-DAVIS, CO-TRUSTEES OF THE E & S DAVIS TRUST DATED AUGUST 12, 2022, Plaintiffs V. Unknown Heirs and Devises of: Mary Akers, Larry M. Dike, Olive J. Dike, Sabra Woodruff Keogh, Timothy Montgomery Woodruff, Philip Bond, and Julie Bond; Unknown Heirs, Devises, and beneficiaries of Larry M. Dike as Trustee of the Larry M. and Olive J. Dike Family Trust under the Trust Agreement dated May 29, 1975; Tamara Tracas, an individual; John Doe I-X; Jane Doe I-X; All Other Persons or Entities Claiming Any Right, title, Estate Or Interest In Real Property Described In This Complaint Adverse To Plaintiffs' Title Thereto, Defendants, Case Number S1100CV202401390 SUMMONS 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: Unknown Heirs and Devises of: Mary Akers, Larry M. Dike, Olive J. Dike, Sabra Woodruff Keogh, Timothy Montgomery Woodruff, Philip Bond, and Julie Bond; Unknown Heirs, Devises, and beneficiaries of Larry M. Dike as Trustee of the Larry M. and Olive J. Dike Family Trust under the Trust Agreement dated May 29, 1975; Tamara Tracas, an individual; John Doe I-X; Jane Doe I-X; All Other Persons or Entities Claiming Any Right, title, Estate Or Interest In Real Property Described In This Complaint Adverse To Plaintiffs' Title Thereto, Defendants. 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 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 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 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 court 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 22, 2024 Rebecca Padilla Clerk of the Superior Court By: MMASTERS Deputy Clerk A copy of the pleading can be obtained by a Defendant by mailing a request to the address of the Plaintiff's counsel. MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Watch your kids
around water.

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION
No. JD202400046

(Honorable Karen F Palmer)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
IN the Matter of:
JOSHUA GEORGE MYERS, II
d.o.b. 03/23/2024
Person under 18 years of age.
TO: ERICA RENEZ ZEIK, JOSHUA GEORGE MYERS, 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 25th day of June, 2024 at 10:00 a.m. and a Publication hearing on the 6th 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 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 Lindsay Gawronski and may be reached by telephone at (480) 373-2092.
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 23rd day of May, 2024.
KRISTIN K. MAYES
Attorney General
/S/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
6/5, 6/12, 6/19, 6/26/24
CNS-3817798#
SAN MANUEL MINER
MINER Legal 6/5/24, 6/12/24, 6/19/24, 6/26/24

Public Notice

NOTICE TO CREDITORS BY PUBLICATION
No. PB202400276

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of DENNIS ALAN STRIETER, SR., Deceased. NOTICE IS GIVEN to all creditors of the Estate that: 1. DENNIS ALAN STRIETER, II 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 DENNIS ALAN STRIETER, II, care of Steven M. Fox of Buchalter, A Professional Corporation, 15279 N. Scottsdale Road, Suite 400, Scottsdale, AZ 85254. DATED this 29th day of May, 2024. BUCHALTER, A PROFESSIONAL CORPORATION By: /s/Steven M. Fox STEVEN M. FOX 15279 N. Scottsdale Road, Suite 400 Scottsdale, AZ 85254 Counsel for Personal Representative
6/12, 6/19, 6/26/24
CNS-3820450#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

NOTICE OF HEARING REGARDING FORMAL PROBATE OF WILL AND APPOINTMENT OF PERSONAL REPRESENTATIVE
Case No. PB202400204

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of: THOMAS EMILE MONROE, Deceased. 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 contact the division assigned to the case at the time of the hearing using the following instructions: At least 30 minutes before the time of the hearing, call the assigned Judicial Officer's division at the phone number listed below and request instructions on how to appear electronically at the hearing. 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. 1. Notice is given that a Petition for Formal Probate of Will and Appointment of Personal Representative has been filed in the in the above-referenced case. 2. COURT HEARING. A court hearing has been scheduled to consider the Petition: DATE and TIME: July 16, 2024 at 10:00 am PLACE: 971 Jason Lopez Cir, Florence, AZ 85172 JUDICIAL OFFICER: Hon. Daniel E. Thorp TELEPHONE NO.: 520-866-5425 hbvrd@courtsaz.gov 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. DATED: May 29, 2024. COPPER CANYON LAW BY: /s/Megan Williams D. Cody Huffaker Michael Shannon Megan Williams 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.
6/12, 6/19, 6/26/24
CNS-3819334#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION
No. JD202400040

(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
NATALIA FAITH BUTTELMAN
d.o.b. 02/23/2011
AUBREY MARIAH IBARRA
d.o.b. 02/22/2012
JULIETTE ESMERALDA IBARRA
d.o.b. 03/11/2015
Person(s) under 18 years of age.
TO: MERCEDES ESPERANZA IBARRA, DEMETRIUS BUTTELMAN JR., 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 11th day of June, 2024 at 9:00 a.m. and a Publication hearing for 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 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: WILLIAM F. BEVINS, 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 29th day of May, 2024.
KRISTIN K. MAYES
Attorney General
/S/William F. Bevins
WILLIAM F. BEVINS
Assistant Attorney General
6/12, 6/19, 6/26, 7/3/24
CNS-3819200#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION
No. JD202100219 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:
MAKAYLA ROBERTS A.K.A. NOT NAMED ROBERTS
d.o.b. 02/07/2024
Person under 18 years of age.
TO: COURTNEY ANNE ROBERTS, ROBERT LAMAR REED, 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 9th day of July, 2024 at 10:00 a.m. and a Publication hearing on the 20th day of August, 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: JILYANE A. HENRY, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Michelle Lundeen and may be reached by telephone at (480) 825-7015.
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 24th day of May, 2024.
KRISTIN K. MAYES
Attorney General
/S/Jilyane A. Henry
JILYANE A. HENRY
Assistant Attorney General
6/12, 6/19, 6/26, 7/3/24
CNS-3820273#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: R-S Equipment Rental LLC File No. 23688834 II. The address of the known place of business is: 285 W Grant Street Oracle, AZ 85623 III. The name and street address of the Statutory Agent is: Lori Shelby Sharrah 285 W Grant Street Oracle, AZ 85623 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Ricky Joe Sharrah 285 W Grant Street Oracle, AZ 85623 member; Lori Shelby Sharrah 285 W Grant Street Oracle, AZ 85623 member
MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

DCS'S NOTICE OF HEARING ON MOTION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP
No. JD202300112

(Honorable Lawrence M Wharton)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
IN the Matter of:
JOSHUA DANIEL MARTINEZ
d.o.b. 11/01/2011
LAYLA FAITH MARTINEZ
d.o.b. 10/04/2018
Person(s) under 18 years of age.
TO: REBECCA ANN ARIAS, parents and/or guardians of the above-named children.
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/Publication hearing on the 13th day of August, 2024, at 11:00 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 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 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: JILYANE A. HENRY, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned child safety worker is Tiffany Durham and may be reached by telephone at unknown.
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 24th day of May, 2024.
KRISTIN K. MAYES
Attorney General
/S/Jilyane A. Henry
JILYANE A. HENRY
Assistant Attorney General
6/5, 6/12, 6/19, 6/26/24
CNS-3818103#
SAN MANUEL MINER
MINER Legal 6/5/24, 6/12/24, 6/19/24, 6/26/24

Patronize Our Advertisers

Public Notice

Notice

Articles Of Organization have been filed in the office of the Arizona Corporation Commission for 15188 N. Triple Crown Place, LLC; File No: 23686577 (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

File # 24-029263 CXE 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 recorded on March 10, 2022 in Instrument No. 2022-028824 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 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 Jason Lopez Circle, Bldg A, Florence, AZ at 10:00 AM on September 12, 2024: LOT 121, OF PARCEL C AT SKYLINE RANCH PHASE TWO, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER'S OFFICE IN CABINET E, SLIDE 115 AND AFFIDAVIT OF CORRECTION RECORDED AS FEE NO.: 2006-040618, OF OFFICIAL RECORDS, EXCEPT ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, HELIUM OR OTHER MATERIALS OF A GASEOUS NATURE, COAL, METALS, MINERALS, FOSSILS, FERTILIZERS OF EVERY NAME AND DESCRIPTION, AND ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED BY THE LAWS OF THE UNITED STATES OF AMERICA OR THE STATE OF ARIZONA OR DECISIONS OF COURT TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE AS RESERVED IN PATENT TO SAID LAND RECORDED IN DOCKET # 1939, PAGE 852, OF OFFICIAL RECORDS. Purported Street address: 644 W Cedar Tree Dr, San Tan Valley, AZ 85143 Tax Parcel # 210-08-5150 Original Principal Balance \$237,000.00 Name and Address of Beneficiary: Nationstar Mortgage LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019. Name and Address of Original Trustor: Todd A. Crosby, an unmarried man, 644 W Cedar Tree Dr, San Tan Valley, AZ 85143 Name, Address and Telephone Number of Trustee: Jason P. Sherman, 3636 N. Central Ave., Suite 400, Phoenix, AZ 85012. (602) 222-5711 Dated: June 11, 2024 /s/ Jason P. Sherman, Trustee Manner of Trustee Qualification: The Trustee qualifies pursuant to A.R.S. § 33-803(A)(2) as a member of the State Bar of Arizona. Name of Trustee's Regulator: The Trustee's Regulator is the State Bar of Arizona. STATE OF ARIZONA COUNTY OF MARICOPA } ss. The foregoing instrument was acknowledged before me on June 11, 2024, by Jason P. Sherman, a member of the State Bar of Arizona, as Trustee. /s/ Shannon K. Herron NOTARY PUBLIC My commission expires: May 14, 2028

MINER Legal 6/19/24, 6/26/24, 7/3/24, 7/10/24

Public Notice

NOTICE TO CREDITORS NO. PB202400161

(For Publication) SUPERIOR COURT OF ARIZONA, PINAL COUNTY IN The Matter of the Estate of James Thompson Date of Birth: March 17, 1952 Deceased. Notice is given that Tanya Thompson 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: May 28, 2024 DOUG NEWBORN LAW FIRM, PLLC /s/Douglas J. Newborn, Esq Ronald D. DuBois, Esq Attorneys for Personal Representative
**6/12, 6/19, 6/26/24
CNS-3819326#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24**

Public Notice

Summons

Case Number: C20242724

HON. KELLIE JOHNSON SUPERIOR COURT OF ARIZONA IN PIMA COUNTY Kemma Johnson Name of Plaintiff AND Destanie L. Whitney, 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: John Doe Whitney 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, 201 W Jefferson St Phoenix AZ 85003 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/e-filinginformation>. 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: 5/9/2024 Gary L. Harrison Clerk of the Superior Court By: ALAN WALKER /s/ Deputy Clerk
**6/12, 6/19, 6/26, 7/3/24
CNS-3820932#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24**

Public Notice

NOTICE OF HEARING SV202400031

A petition to terminate the parent / child relationship between: KALEB CRANDALL and OLIVIA BLUE Having been filed by HAILEY ROBERTSON, the Petitioner herein states: NOTICE IS HEREBY GIVEN that the Petition for Termination of Parent / Child Relationship is set for hearing on the 25th day of JUNE, 2024 at 8:30 a.m. in the Superior Court, Pinal County Courthouse, Florence, Arizona, and all persons interested in the matter are notified then and there to appear and show cause, if any they have, why said Order Terminating the Parent-Child Relationship should not be granted. You have a right to appear as a party in this proceeding. The failure of a parent to appear at the initial hearing, the pretrial conference, the status conference or the termination adjudication hearing may result in an adjudication terminating the parent-child relationship of that parent. DATED this 23rd day of April, 2024 REBECCA PADILLA Clerk of the Superior Court By /s/Anne Childers
**6/5, 6/12, 6/19, 6/26/24
CNS-3818058#
SAN MANUEL MINER
MINER Legal 6/5/24, 6/12/24, 6/19/24, 6/26/24**

Public Notice

SUMMONS

CASE NO. CV2024000395
APACHE JUNCTION JUSTICE COURT, PINAL COUNTY, ARIZONA 575 North Idaho Road Suite 200 * Apache Junction, AZ 85119 A SPEEDY CASH CAR TITLE LOANS, LLC. Plaintiff, vs. TRENTON JAMES GREEN AND DOE GREEN, a married couple, Defendants. THE STATE OF ARIZONA TO: Trenton James Green And Doe Green 336 S Weaver Dr Apache Junction, AZ 85120 1. You are summoned to respond to this complaint by filing an answer with this court and paying the court's required fee. If you cannot afford to pay the required fee, you may request the court to waive or to defer the fee. 2. If you were served with this summons in the State of Arizona, the court must receive your answer to the complaint within twenty (20) calendar days from the date you were served. If you were served outside the State of Arizona, the court must receive your answer to the complaint within thirty (30) days from the date of service. If the last day is a Saturday, Sunday, or holiday, you will have until the next working day to file your answer. When calculating time, do not count the day you were served with the summons. 3. This court is located at (physical address): 575 North Idaho Road Suite 200 * Apache Junction, AZ 85119 (480) 982-2921. 4. Your answer must be in writing. (a) You may obtain an answer form from the court listed above, or on the Self-Service Center of the Arizona Judicial Branch website at <http://www.azcourts.gov/> under the "Public Services" tab. (b) You may visit <http://www.azurbocourt.gov/> to fill in your answer form electronically; this requires payment of an additional fee. (c) You may also prepare your answer on a plain sheet of paper, but your answer must include the case number, the court location, and the names of the parties. 5. You must provide a copy of your answer to the plaintiff(s) or to the plaintiff's attorney. IF YOU FAIL TO FILE A WRITTEN ANSWER WITH THE COURT WITHIN THE TIME INDICATED ABOVE, A DEFAULT JUDGMENT MAY BE ENTERED AGAINST YOU. AS REQUESTED IN THE PLAINTIFF(S) COMPLAINT. Date: 3/14/24 /s//illegible Justice of the Peace REQUEST FOR REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES MUST BE MADE TO THE COURT AS SOON AS POSSIBLE BEFORE A COURT PROCEEDING. A copy of the Summons and Complaint may be obtained by contacting the Plaintiff's attorney: J. Vance Andersen, J. Vance Andersen, P.L.C., 25823 N. 101st Avenue, Peoria, AZ 85383, (602) 995-0490, vance@azjurist.com
**6/12, 6/19, 6/26, 7/3/24
CNS-3820429#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24**

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202400038
(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
JAXON LUTHER POOL
d.o.b. 06/01/2009
SIRUS LEIGH POOL
d.o.b. 12/18/2010
KAMRYN LUKAS POOL
d.o.b. 06/27/2012
Person(s) under 18 years of age.
TO: KRISTIN NOEL THOMPSON and THOMAS LUTHER POOL, 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 25th day of June, 2024 at 2:30 p.m., and a Publication hearing on the 10th 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 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 Jennifer Eaton and may be reached by telephone at (480) 373-2076.
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 5th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/s/ Tiffany Setters
TIFFANY SETTERS
Assistant Attorney General
**6/19, 6/26, 7/3, 7/10/24
CNS-3821497#
SAN MANUEL MINER
MINER Legal 6/19/24, 6/26/24, 7/3/24, 7/10/24**

Public Notice

RESOLUTION NO. 2024-04

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUPERIOR, ARIZONA, RECOMMENDING THAT THE TOWN COUNCIL AMEND ORDINANCES NO. 2024-188 BY ADOPTING ARTICLE II § 2.6 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND AMENDED PLATS § 2.6.1 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF MINOR LAND DIVISIONS; INCORPORATING THE RECITALS BY REFERENCE; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; ESTABLISHING FINES AND PENALTIES FOR VIOLATIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE. WHEREAS, the Planning and Zoning Commission has, at its special meeting held on May 2, 2024, studied and considered Resolution No. 2024-04, recommending that the Town Council amend Ordinance No. 2024-188 by adopting Article II§ 2.6 relating to administrative review and approval of plats and amended plats § 2.6.1 relating to administrative review and approval of Minor land divisions; Incorporating the Recitals by Reference; Establishing a Purpose; Setting forth definitions; Adopting Application Fees; Establishing fine and penalties for violations; proving for Enforcement; Providing for the repeal of Conflicting Ordinances; providing for severability; Establishing and Effective Date; and WHEREAS, the Planning and Zoning Commission has determined that it is in the best interest of the Town to enact this amendment to the Town's Zoning Ordinance to enhance the quality of life and to protect the health, safety, and welfare of its citizens; and WHEREAS, S.B. 1103 provides that local governments, by ordinance, may authorize administrative personnel to review and approve plats and amended plats without a public hearing; WHEREAS, administrative approval of plats and amended plats and minor land divisions can help shorten the overall time it takes to complete a project; WHEREAS, the Town deems it necessary to adopt plats and amended plats and minor land divisions and authorize staff to implement such program; WHEREAS, a public hearing upon Resolution No. 2024-04 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; and NOW, THEREFORE, BE IT RESOLVED that the Planning and Zoning Commission of the Town of Superior, in its regular session assembled on the 6th day of June, 2024, resolved to approve Resolution No. 2024-04, recommending that the Town Council amend Ordinance No. 2024-188 by adopting Article II § 2.6 relating to administrative review and approval of plats and amended plats § 2.6.1 relating to administrative review and approval of Minor land divisions; Incorporating the Recitals by Reference; Establishing a Purpose; Setting forth definitions; Adopting Application Fees; Establishing fine and penalties for violations; proving for Enforcement; Providing for the repeal of Conflicting Ordinances; providing for severability; Establishing and Effective Date. A final determination of eligibility shall be made by the Town Manager. BE IT FURTHER RESOLVED that a copy of this Resolution be delivered forthwith by the Town Clerk to the Town Council of the Town of Superior. PASSED AND ADOPTED THIS 6th Day of JUNE, 2024. /s/ Matthew Mashaw, Chairman I, Ruby Cervantes, hereby certify that the foregoing Resolution No. 2024-04 was passed and adopted by the Planning and Zoning Commission of the Town of Superior at a specially advertised 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

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202300925

(Honorable Jamie R. Ramirez)
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PINAL
In the Matter of:
ISABELLA MARIE CRUZ DORIA
d.o.b. 10/25/2012
ISAIAH JOSHUA CRUZ DORIA
d.o.b. 09/04/2013
Person(s) under 18 years of age.
TO: AMANDA HERNANDEZ, JOSHUA CRUZ DORIA, WENDY SILVA, 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 2nd day of July, 2024 at 2:30 p.m. and a Publication hearing on the 20th 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: WILLIAM F. BEVINS, Office of the Attorney General, CFP/ PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Earl Courtney and may be reached by telephone at unknown.
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 4th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/s/William F. Bevins
WILLIAM F. BEVINS
Assistant Attorney General
**6/12, 6/19, 6/26, 7/3/24
CNS-3820901#
SAN MANUEL MINER
MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24**

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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).

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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. Tewelis, 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

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ARTICLES OF INCORPORATION NON-PROFIT CORPORATION ENTITY INFORMATION ENTITY NAME: ST. KOSMAS BROTHERHOOD ENTITY ID: 23674989 ENTITY TYPE: Domestic Nonprofit Corporation EFFECTIVE DATE: 04/30/2024 CHARACTER OF BUSINESS: Other - Nonprofit Charity for the Indigent CORPORATION WILL HAVE MEMBERS: YES CORPORATION WILL NOT HAVE MEMBERS: NO STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: Erin Pajak PHYSICAL ADDRESS: 4501 N Razorback Dr, FLORENCE, AZ 85132 MAILING ADDRESS: 4334 N Wildwood Rd, FLORENCE, AZ 85132 KNOWN PLACE OF BUSINESS Att: Erin Pajak, 4334 N Wildwood Rd, FLORENCE, AZ 85132 PRINCIPAL INFORMATION Director: Dimitrios Mirkopoulos - 4334 N Wildwood Rd, FLORENCE, AZ, 85132, USA - - Date of Taking Office: Director: Erin Pajak - 4501 N Razorback Dr, FLORENCE, AZ, 85132, USA - - Date of Taking Office: Director: Stamatis Apostolos - 27987 E QUARTZITE DR, FLORENCE, AZ, 85132, USA - - Date of Taking Office: Incorporator: Erin Pajak - 4501 N Razorback Dr, FLORENCE, AZ, 85132, USA - - Date of Taking Office: Treasurer: Dimitrios Mirkopoulos - 4334 N Wildwood Rd, FLORENCE, AZ, 85132, USA - - Date of Taking Office: Secretary: Stamatis Apostolos - 27987 E QUARTZITE DR, FLORENCE, AZ, 85132, USA - - Date of Taking Office: SIGNATURE Incorporator: Erin Pajak - 04/30/2024

MINER Legal 6/12/24, 6/19/24, 6/26/24

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NOTICE OF TRUSTEE'S SALE
File # 24-029264 CXE

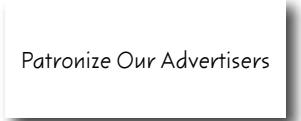
The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded on January 7, 2022 in Instrument No. 2022-002566 re-recorded on July 19, 2023, as Instrument 2023-052900 in the office of the County Recorder of Pinal County, Arizona, 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 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 The main entrance to the Superior Court Building, 971 Jason Lopez Circle, Building A, Florence, AZ 85132 at 11:00 AM on August 22, 2024: LOT 44, PALM PARKE UNIT ONE AMENDED, ACCORDING TO BOOK 17 OF MAPS, PAGE 25, RECORDS OF PINAL COUNTY, ARIZONA Purported Street address: 824 E Viola St, Casa Grande, AZ 85122 Tax Parcel # 504-29-08607 Original Principal Balance \$264,550.00 Name and Address of Beneficiary: CrossCountry Mortgage, LLC, in c/o Nationstar Mortgage LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019. Name and Address of Original Trustor: M a n u e l Valenzuela Jr., a married man as his sole and separate property, 824 E Viola St, Casa Grande, AZ 85122 Name, Address and Telephone Number of Trustee: Jason P. Sherman, 3636 N. Central Ave., Suite 400, Phoenix, AZ 85012, (602) 222-5711 Dated: May 23, 2024 /s/ Jason P. Sherman, Trustee Manner of Trustee Qualification: The Trustee qualifies pursuant to A.R.S. § 33-803(A)(2) as a member of the State Bar of Arizona. Name of Trustee's Regulator: The Trustee's Regulator is the State Bar of Arizona. STATE OF ARIZONA COUNTY OF MARICOPA }} ss. The foregoing instrument was acknowledged before me on May 23, 2024, by Jason P. Sherman, a member of the State Bar of Arizona, as Trustee. /s/ Shannon K Herron NOTARY PUBLIC My commission expires: May 14, 2028

MINER Legal 6/5/24, 6/12/24, 6/19/24, 6/26/24

Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Revival Cafe LLC File No. 23671821 II. The address of the known place of business is: 112 E. Florence Blvd Suite 3, Casa Grande, AZ 85122 III. The name and street address of the Statutory Agent is: 1795 E. Sycamore Rd., Casa Grande, AZ 85122 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: Andrea Guerrero

MINE Legal 6/12/24, 6/19/24, 6/26/24



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Public Notice

Summons/Bryan Sharp
Person/Attorney Filing: James C Frisch Mailing Address: 6226 E. Pima, Suite 150 City, State, Zip Code: Tucson, AZ 85712 Phone Number: (520)790-4061 E-Mail Address: jfrisch@kflazlaw.com State Bar Number: 003547, Issuing State: AZ In The Superior Court Of The State Of Arizona In And For The County Of Pinal Estate of Donna M. Tonny, Veronica Loera, Personal Representative Plaintiff(s), v. Bryan Sharp, et al. Defendant(s). Case No. S1100CV202302156 Summons To: Bryan Sharp 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: October 24, 2023 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. Copy of the Summons, Amended Complaint and Order for Service by Publication can be obtained at the Pinal County Superior Court located at 971 N. Jason Lopez Cir, Building A, Florence, AZ 85132 or the Law Office of King & Frisch, P.C. located at 6226 E. Pima, Ste. 150, Tucson, AZ 85712, 520-790-4061, info@kfrischlaw.com.

MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

NOTICE TO CREDITORS
Case No. PB2024-00090

SUPERIOR COURT OF ARIZONA COUNTY OF PINAL In the Matter of the Estate of: CAROLE JEAN LEHNERZ, Deceased. NOTICE IS GIVEN that Marcus Lehnerz and Meghan Johnson were appointed Co-Personal Representatives of the above-mentioned estate (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 Co-Personal Representatives, c/o Nora L. Jones, of Tiffany & Bosco, P.A., Seventh Floor Camelback Esplanade II, 2525 E. Camelback Road, Phoenix, Arizona 85016. DATED this 5th day of June, 2024. TIFFANY & BOSCO, P.A. By: /s/ Nora L. Jones Chelsea A. Hesla Krsyta C. Furnell Seventh Floor Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 Attorneys for Co-Personal Representatives Marcus Lehnerz & Meghan Johnson

6/12, 6/19, 6/26/24

CNS-3821415#

SAN MANUEL MINER

MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

SUMMONS
CASE NO. S1100CV202400898

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL Daniel R. Mendoza SR, et al. Plaintiff(s), v. John S. Alongi, et al. Defendant(s). To: Stacy Alongi 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 8, 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, Thad Garlick, at Breyer Law Offices, P.C., 3840 East Ray Rd., Phoenix, AZ 85044, (480)494-5027

6/12, 6/19, 6/26, 7/3/24

CNS-3820938#

SAN MANUEL MINER

MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

ARTICLES OF AMENDMENT TO ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY ENTITY INFORMATION ENTITY NAME: R & R LEGACY, LLC ENTITY ID: 23139184 ENTITY TYPE: Domestic LLC PERIOD OF DURATION: Perpetual PROFESSIONAL SERVICES: CHARACTER OF BUSINESS: Any legal purpose MANAGEMENT STRUCTURE: Member-Managed FORMER ENTITY NAME No name change STATUTORY AGENT INFORMATION STATUTORY AGENT NAME: DAVID A FITZGIBBONS III PHYSICAL ADDRESS: 1115 E COTTONWOOD LN STE 150, CASA GRANDE, AZ 85122 MAILING ADDRESS: PO Box 11208, CASA GRANDE, AZ 85130 KNOWN PLACE OF BUSINESS 20844 W. Werner Place, BUCKEYE, AZ 85396 PRINCIPALS Member: Matthew Raney - 20844 W. Werner Place, BUCKEYE, AZ, 85396, USA - - Date of Taking Office: 10/09/2020 Member: Raney Revocable Trust of 2005, Dated March 16, 2005 - 14 S Mesilla Lane, CASA GRANDE, AZ, 85194, USA - - Date of Taking Office: 04/30/2024 SIGNATURE Authorized Agent: Raney Revocable Trust of 2005 Dated March 16 2005 - 05/20/2024

MINER Legal 6/12/24, 6/19/24, 6/26/24

Public Notice

SUMMONS
CASE NO. S1100CV202400898

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL Daniel R. Mendoza SR, et al. Plaintiff(s), v. John S. Alongi, et al. Defendant(s). To: John S. Alongi, a parent for Kyles S. Alongi, a minor 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 8, 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, Thad Garlick, at Breyer Law Offices, P.C., 3840 East Ray Rd., Phoenix, AZ 85044, (480)494-5027

6/12, 6/19, 6/26, 7/3/24

CNS-3820514#

SAN MANUEL MINER

MINER Legal 6/12/24, 6/19/24, 6/26/24, 7/3/24

Public Notice

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

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. Askw 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): Mattie Asha Smeh, an unmarried woman, 43632 W. Askw 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) ss. 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

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 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 (R-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 (R-5) to PA Overlay Zone District (RI-5PA) 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, 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, 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: YES: 5; NOES: 0; ABSENT: 2; ABSTENTIONS: 0 /s/ Ruby Cervantes, Town Clerk

SUN Legal 6/19/24, 6/26/24

Public Notice**DCS'S NOTICE OF HEARING ON AMENDED DEPENDENCY PETITION No. JD202400014**

(Honorable Jamie R. Ramirez) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL

In the Matter of:
MAYA MICHELLE BEGAY
d.o.b. 10/13/2023

Person under 18 years of age.
TO: JULIA MICHELLE BEGAY, VASH JAMES, parents and/or guardians of the above-named child.

1. The Department of Child Safety has filed an Amended 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 6th day of August, 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: TIFFANY SETTERS, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned case manager is Michelle Lundeen and may be reached by telephone at (480) 825-7015.

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 4th day of June, 2024.

KRISTIN K. MAYES

Attorney General

/S/Tiffany Setters

TIFFANY SETTERS

Assistant Attorney General

6/12, 6/19, 6/26, 7/3/24

CNS-3820955#

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MINER Legal 6/12/24, 6/19/24, 6/26/24,

7/3/24

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Deadline Friday 5 pm

**1. Automobile****1. Automobile****10. Business Services****20. Help Wanted****20. Help Wanted****Got a car or truck to sell?**

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Or place it online at bit.ly/2kcmZaP**20. Help Wanted****20. Help Wanted****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.

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20. Help Wanted

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.

Town of Superior Public Works Director

Now hiring a Public Works Director. Under general supervision of the Town Manager, plans, directs and manages the functions of the Public Works Department including all municipal infrastructure and the divisions of engineering services, building/parks/street maintenance, water/wastewater, equipment mechanical activity, regulatory compliance, solid waste, effluent reuse and building safety/inspections. Desired minimum qualifications: Must possess a High School diploma or equivalent. Preference given to those with Certification as a Residential Building Inspector or additional certifications; at least three (3) years construction or inspection experience and the ability to obtain a Certified Building Official (CBO) certification within 12 months of hire. Knowledge of the principles and practices of effective administration with particular attention to planning, organizing and directing comprehensive, administrative and management services; A complete job description and application available at the Town Hall, 199 N. Lobb Ave., Superior. First review of applications: July 12, 2024. Salary \$23.50 - \$27.97 DOE. Position open until filled. EOE

(520) 385-2266 & (520) 363-5554 Buy Online: bit.ly/2kcmZaP**CLASSIFIED**

Deadline Friday 5 pm

**20. Help Wanted****20. Help Wanted****80. Rentals****100. Real Estate****100. Real Estate****100. Real Estate**

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: 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.

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- **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 **SOLD**
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Undefeated! Superior 8-10 Minor League Softball team wins the district championship

By Nathaniel A. Lopez
Copper Area News

...and they might just go all the way!
The Superior 8-10 Minor League Softball team claimed the District 4 Championship

last Tuesday, June 18. The girls were able to go undefeated during the tournament. The team decided to dedicate their victory to the family and memory of their classmate and friend Marshall Tomerlin. The state tournament is scheduled to

begin on July 8. The girls will battle their way to see who is the best 8-10 softball team in the state.

“[We’re looking] very strong, driven, fierce. When they are on the field they are in sync with one another, they’re confident,

and they look really good,” commented coach Victoria Arriola, “Shout out to the Little League Board – they’ve been very supportive, as well as the parents and the community.”

Good luck at state, ladies!



What a win!! The Superior 8-10 Minor League Softball Team shows off their new CHAMPIONSHIP rings! In no particular order, the team includes: Maleyah Arriola, Ariel Aparicio, Alivia Martinez, Jayde Mendez, Rylee Wheeler, Cecelia Hernandez, Jocselyn Granillo, Madelyn Arriola, Alaynah Ochoa, Kay Kay Streecter, Natalie Lopez, Precious Hernandez, and Coaches Victoria Arriola, Natalie Quiroz, and Kayla Cardenas.

Debbie Torres | CANP



Madelyn Arriola makes an in the park home run.
Debbie Torres | CANP



Rylee Wheeler rounding second.
Debbie Torres | CANP



Madelyn Arriola pitching.
Debbie Torres | CANP



Cecelia Hernandez with an attempted out at first.
Debbie Torres | CANP



Kay Kay Streecter safe at home.
Debbie Torres | CANP



Jocselyn Granillo tagging runner at third for an out.



Natalie Lopez pitching.
Debbie Torres | CANP