

COPPER BASIN

NEWS

James Carnes | CBN



Hubbard Park gets an upgrade Pages 23-24

A community publication of Copperarea.com

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

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

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

Arizona Department of Forestry and Fire Management assisted the Town of Kearny with the fire. AZDFFM

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

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

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

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

Continued on page 10



Dew Fire near Riverside burned two abandoned structures.

Gary Stepke | Submitted

The Copper Basin News

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

—David Brinkley

COPPER CORRIDOR COMMUNITY CALENDAR

Winkelman Burn Ban

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

Dudleyville Burn Ban

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

Monsoon Sand Bags and Sand

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

Notice from the Dudleyville Fire District

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

Bob Jones Museum Hours

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

Superior Library Hours

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

AZYP Mentors Needed

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

JULY



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

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

Hayden Library July Schedule

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

17 Workshop at Leo's in Superior

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

19-20 St. Helen's Rummage Sale

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

20 Vacation Bible School at San Pedro Valley Baptist

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

21 Full Moon Garden Party in Superior

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

24-25 HW School Registration

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

24 Superior Sr. Center Game Day

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

25, 27 Superior Food Bank Hours

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

31 Last Wednesday Karaoke

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

AUGUST

3 San Manuel Street Market New Venue

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

6 Lobitos Preschool Registration

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

OBITUARY

Mary 'Penchie' Bracamonte



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

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

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

children and grandchildren, whom she showered with love.

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

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

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

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

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

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TOWN OF MAMMOTH PUBLIC NOTICE



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

Letters of Intent will be accepted until seat is filled.

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

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

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Carlos Gonzalez
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Lunes 6 p.m.
Miercoles 6 p.m.

Church of Jesus Christ of Latter-day Saints

Kearny Ward
200 Hammond Dr.

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

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Pastor Jim Bless CLM
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Pastor Sandy Van Gorp
520-689-2202

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

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First Baptist Church

103 W. Galiuro, Mammoth

Pastor Joe Ventimiglia
520-487-0311

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

"Fellowship on the Hill"

Kearny Church of Christ

103 Hammond Dr., Kearny

Minister George Randall

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

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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.

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Marinated Ranchera Cuts

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(20 LBS)

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

By Mila Besich
Copper Area News

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

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

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

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

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

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

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

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

Continued on page 14



False Chinch bugs invade the Copper Corridor

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

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

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

Description:

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

Damage:

They feed on weeds of the mustard family

Continued on page 8



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

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Public Notice

NOTICE TO CREDITORS
NO. PB202400269

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

Public Notice

Summons

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

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

Public Notice

Notice To Creditors/Rodney Dean Wetfels

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

Public Notice

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

Case Number JS22101
SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY Juvenile Department PARENT/GUARDIAN NAME(S): Christopher Lee, Jennifer Courim Petitioner Jennifer Courim In The Matter of Minor(s): Riley Grace Lee 06/08/2016 This is an important notice from the court. Read it carefully. A petition about termination of parent-child relationship has been filed with the court, and a hearing has been scheduled related to your child(ren). Your rights may be affected by the proceedings. You have a right to appear as a party in the proceeding. If you fail to participate in the court proceedings, the court may deem that you have waived your legal rights and admitted to the allegations made in the petition. Hearings may go forward in your absence and may result in the termination of your parental rights. Judicial Officer: Commissioner Thomas Marquott Hearing Date/Time: September 3, 2024 @ 9:15 am Hearing Type: Publication Hearing Location: Court Connect Remote Appearance ***video appearance preferred Court Connect Hearing: Yes Video: <https://tinyurl.com/bazmc-juj07> Phone: (917) 781-4590, Participant Code 764 718 766 # How can I prepare for the hearing? Any supporting documentation must be filed with the Clerk of Court at least seventy-two hours in advance of the set hearing date. If I have questions or concerns who can I contact? For questions concerning filing, please contact the Clerk of Court at (602) 372-5375. For questions about the hearing, contact the Juvenile Department at (602) 506-4533, Option 2 to reach the assigned Judicial Officer's staff. If you have legal questions, seek legal counsel.
7/17, 7/24, 7/31, 8/7/24
CNS-3830640#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

June 30 – July 6.

July 1

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

Public Notice

PUBLIC NOTICE
AVISO PUBLICO

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

Public Notice

NOTICE TO CREDITORS

(A.R.S. § 14-6103) In The Matter of the TEMPLETON FAMILY TRUST U/T/A DATED MARCH 10, 2020, AS AMENDED, and ELEANOR E. TEMPLETON, Deceased. NOTICE IS HEREBY GIVEN THAT ELEANOR E. TEMPLETON passed away on June 7, 2024. It is not anticipated that a Personal Representative for the Estate of ELEANOR E. TEMPLETON (the "Estate") will be appointed; however, if a Personal Representative is appointed, any claims against the Estate may be submitted to a Trustee as indicated below. All persons having claims against the TEMPLETON FAMILY TRUST U/T/A dated MARCH 10, 2020, as amended, or the Estate of ELEANOR E. TEMPLETON are required to present their claims within four (4) months after the date of the first publication of this notice or their claims will be forever barred pursuant to A.R.S. § 14-6103. Claims must be presented by delivering or mailing a written statement of the claim to TIM R. CALLAND or TERRIE A. CALLAND, Co-Trustees of the TEMPLETON FAMILY TRUST U/T/A dated MARCH 10, 2020, as amended, at 10793 E. Calle del Cascabel, Gold Canyon, Arizona 85118. DATED this 8th day of July, 2024. /s/Tim R. Calland TIM R. CALLAND 10793 E. Calle del Cascabel Gold Canyon, Arizona 85118 Co-Trustee /s/Terrie A. Calland TERRIE A. CALLAND 10793 E. Calle del Cascabel Gold Canyon, Arizona 85118 Co-Trustee PLATTNER, SCHNEIDMAN & SCHNEIDER, P.C. By: /s/Gregory V. MacNabb Gregory MacNabb 9141 East Hidden Spur Trail Scottsdale, Arizona 85265 602-274-7955 Attorneys for the co-Trustees, Tim R. Calland and Terrie A. Calland
7/17, 7/24, 7/31/24
CNS-3832874#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24

July 2

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

July 3

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

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

July 4

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

July 8

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

St., San Manuel.

July 9

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

BUGS

Continued from page 7

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

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

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

Management:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

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

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issued at no cost under this Franchise.

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

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

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

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

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

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

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

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

Public Notice

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

Public Notice**Public Notice**

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

Public Notice Public Notice

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 provisiones 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 provisiones 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 provisiones 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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NOTICE OF HEARING ON: PETITION FOR ADJUDICATION OF INTESTACY, DETERMINATION OF HEIRS, AND APPOINTMENT OF PERSONAL REPRESENTATIVE

NO. PB202400312
SUPERIOR COURT OF ARIZONA, PINAL COUNTY In the Matter of the Estate of Anthony Bruce Date of Birth: 10/17/1950 Deceased. NOTICE IS GIVEN that David Bruce filed a Petition for Adjudication of Intestacy, Determination of Heirs, and Appointment of Personal Representative. This is a legal notice; your rights may be affected. If you object to any part of the petition or motion that accompanies this notice, you must file with the court a written object describing the legal basis for your objection at least three judicial days before the hearing date or you must appear in person or through an attorney at the time and place set forth in the notice of hearing. An appearance hearing is set to consider the Petition on July 23, 2024 at 9:30 a.m. before the probate Judge/Commissioner, Pinal County Superior Court, 971 North Jason Lopez Cir., Florence, AZ 85132 All parties (and their counsel) may appear virtually by emailing Holly at hbyrd@courts.az.gov DATED: 5-28-24 DOUG NEWBORN LAW FIRM, PLLC /s/Ronald Du Bois Douglas J. Newborn, Esq. Ronald Du Bois, Esq. Attorneys for Petitioner Pursuant to A.R.S. § 14-1306(A), if duly demanded, a party is entitled to trial by jury in any proceeding in which any controverted question of fact arises as to which any party has a constitutional right to trial by jury.

7/3, 7/10, 7/17/24
CNS-3826532#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

File No. 6693-TS

Notice Of Trustee's Sale

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

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202400061
(Honorable Jamie R. Ramirez) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: OLIVER LAWRENCE FRILEY d.o.b. 12/10/2016 LAYCIE MARIE BOBINSKI d.o.b. 01/24/2020 HOLDYN MICHAEL BOBINSKI d.o.b. 08/01/2021 Person(s) under 18 years of age. TO: RYLYN JENNIFER GÖTTMANN, KYLE ALEXANDER FREILEY, and MICHAEL ALLAN BOBINSKI, parents and/or guardians of the above-named children.

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

2. The Court has set a Publication hearing on the 10th day of September, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

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

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

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

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Madison Gosselin and may be reached by telephone at (480) 373-2082.

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

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 2nd day of July, 2024.

KRISTIN K. MAYES
Attorney General
/s/ Tiffany Setters
TIFFANY SETTERS
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830446#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202400063
(Honorable Karen F Palmer) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: JAMESON STEEL CARLEY d.o.b. 09/03/2022 Person under 18 years of age. TO: EMILY LYNNIE CARLEY, RAYMOND SANDERSON, parents and/or guardians of the above-named child.

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

2. The Court has set an Initial hearing on the 16th day of July, 2024 at 3:30 p.m. and a Publication hearing on the 17th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Karen F Palmer for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

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

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

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

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

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

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 3rd day of July, 2024.

KRISTIN K. MAYES
Attorney General
/s/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830709#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202400058
(Honorable Karen F Palmer) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: ANYA ATHERTON d.o.b. 09/20/2012 Person under 18 years of age. TO: CIERRA ATHERTON, JUSTIN ROSE, parents and/or guardians of the above-named child.

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

2. The Court has set an Initial hearing on the 16th day of July, 2024 at 2:30 p.m. and a Publication hearing on the 17th day of September, 2024 at 10:00 a.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Karen F Palmer for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

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

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

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

6. If you are receiving this Notice by publication, you may obtain a copy of the Dependency Petition, Notice of Hearing, and Temporary Orders by submitting a written request to: RICHARD D. DAULT, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210 The assigned case manager is Reela Ali and may be reached by telephone at (602) 771-3044.

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

8. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 3rd day of July, 2024.

KRISTIN K. MAYES
Attorney General
/s/Richard D. Dault
RICHARD D. DAULT
Assistant Attorney General
7/17, 7/24, 7/31, 8/7/24
CNS-3830794#
SAN MANUEL MINER
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

Public Notice

NOTICE TO CREDITORS

Case No. PB2024-00165

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

7/3, 7/10, 7/17/24
CNS-3827243#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24

Public Notice

DCS'S NOTICE OF HEARING ON MOTION FOR TERMINATION OF PARENT-CHILD RELATIONSHIP

No. JD202300128

(Honorable Lawrence M Wharton) IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of: AYDEN BURWELL d.o.b. 07/12/2023 Person under 18 years of age. TO: ASHLEE JEAN BURWELL, parents and/or guardians of the above-named child.

1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Termination of Parent-Child Relationship under Title 8, of the Arizona Revised Statutes and Rule 351 of the Arizona Rules of Procedure for the Juvenile Court.

2. The Court has set an Publication hearing on the 10th day of September, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, Arizona 85132, before the Honorable Lawrence M Wharton for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the Petition.

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

4. You have a right to appear as a party in this proceeding. You are advised your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or termination adjudication, without good cause shown, may result in a finding you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear without good cause, the hearing may go forward in your absence and may result in termination of your parental rights based upon the record and the evidence presented to the Court.

5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Termination of Parent-Child Relationship and Notice of Hearing by submitting a written request to: TRACEY L. HEINRICK, Office of the Attorney General, CFP/PSS, 120 W. 1st Avenue, 2nd Floor, Mesa, Arizona 85210. The assigned child safety worker is Shawna Foster and may be reached by telephone at (480) 373-2163.

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

7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 25th day of June, 2024.
KRISTIN K. MAYES
Attorney General
/s/Tracey L. Heinrich
TRACEY L. HEINRICK
Assistant Attorney General
7/3, 7/10, 7/17, 7/24/24
CNS-3827670#
SAN MANUEL MINER
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

Public Notice

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

Shop Local.
Support Local.

Public Notice

Notice Of Appearance Hearing/ Mohanna Johnson

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

Public Notice

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

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

Public Notice

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

Public Notice

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

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

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

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

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

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

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

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

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

(520) 385-2266

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

CLASSIFIED



1. Automobile

1. Automobile

20. Help Wanted

20. Help Wanted

Got a car or truck to sell?

Get it sold fast. Use the classified.

Call (520) 385-2266 or (520) 363-5554

Or place it online at
bit.ly/2kcmZaP



20. Help Wanted

20. Help Wanted

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

Ray Unified School District #3

Position Announcement

Position Type: Maintenance/Groundskeeper

Supervisor: Maintenance Supervisor

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

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

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

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

Salary: \$16.15/hour

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

Ray Unified School District #3 Position Announcement

Position Type: Special Education Health Aide

Date Posted: 06/27/2024

Location: Kearny, Arizona

Closing Date: Until Filled

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

Description:

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

Qualification:

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

Salary: Hourly \$14.35

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

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

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

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

Need a new Employee?

Go online to copperarea.com/pages/forms.
Click the link under "Send us a classified ad"
to get your listing published today!

Shop Local. Buy Local.

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

CLASSIFIED

Deadline Friday 5 pm

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

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



James at
480-620-5401.

Find your next job in
the classified!

HEY, KIDS:

Need some
COLD, HARD

CASH?

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

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

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

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

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



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

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

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

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

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

MAMMOTH

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

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New playground at Hubbard Park

By Curtis Stacy
Mayor, Town of Kearny

You may have noticed the new playground area in the town park. If not, I would certainly encourage you to take a minute to check it out. This project was funded by a Community Development Block Grant (CDBG) from the Arizona Department of Housing (ADOH) and was managed by Angela Gotto of Central Arizona Governments (CAG). What an improvement for the park and the youth who will use it.

The new setup features not only slides, swings, shades and monkey bars, but also areas for kiddos with disabilities and some of the features are even wheelchair



A youngster tries out the new monkey bars.

James Carnes | CANP

Kearny Police Report

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

Activity listed June 30 through July 6.

June 30

Elaine C. Casillas, 31, was arrested in the 300 block of Hartford Rd. for assault/DV (domestic violence). She was transported and booked into the Pinal County Jail in Florence.

Shane C. McLaughlin, 37, was arrested for assault/DV in the 300 block of Hartford Rd. He was cited and released.

June 30-July 6: Calls not listed include welfare check (2), civil problem (1), ambulance (10), agency assist (1), suspicious activity (2), citizen assist (3), 911 open line (1), citizen assist (1), suspicious person (1), traffic (5) and fire call (1).

accessible. The walking path has been cast with a rubberized surface that reduces the risk of injuries and the surrounding area is filled with treated wood filler to soften

the occasional fall. It is a much safer and more inclusive playground for the children.

Continued on page 24



2024 Superior Enterprise Center Welding Class Schedule

**SUPERIOR
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The Fall Semester begins 08/19/2024 and ends 12/07/2024. All classes are free of charge and held at the welding lab located at 98 N. High School Ave., Superior, 85173.

Welding 110 and Welding 222 are offered through Central Arizona College and students must register through the college in order to enroll.

To register for the Introduction to Metal Arts, please use the QR code below, it will direct you to the registration page.

WLD 110

Survey of Welding - Meets Tuesdays from 12:30 pm- 4:30 pm

Introductory course with a focus on the fundamentals and safety related to the Oxyfuel, Plasma Arc, and Carbon Arc cutting processes. Also included are the welding processes of Shielded Metal Arc, Gas Metal Arc, and Flux-cored Arc welding. The course is designed for the beginner and other majors that required a basic knowledge of welding. 3 credits

WLD 222

Gas Metal Arc Welding - Meets Wednesdays from 12:30 pm - 4:30 pm

This welding course focuses on short-circuiting, spraying and globular transferring of ferrous and non-ferrous metals and flux-cored welding in the flat and horizontal positions, with an emphasis on proper use and care of equipment and safety procedures. Prerequisite: WLD110. 3 credits

Introduction to Metal Art

Introduction to Metal Art - Meets Wednesdays from 9:00 am - 11:30 am

An introduction to the identification and use of the primary steel cutting and welding processes. Students will have an opportunity to express their creative side. The focus of the course is to combine the use of industrial tools and the welding process to create a work of art. 0 Credits

Our Sponsors

 Central Arizona College

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Registration link

<https://lp.constantcontactpages.com/ev/reg/tx8mhgf>

Contact

Arlynn Godínez

520.827.0433

arlynn@rebuildsuperioraz.org



A youngster cuts the ribbon officially opening the new playground at Hubbard Park while Kearny Councilmembers, staff and others involved in the project look on.

James Carnes | CANP

PLAYGROUND

Continued from page 23

When we decided as a council how best to spend the CDBG funds for this project, we looked at several options and the one that kept rising to the top was the replacement of the park playground equipment, which had fallen into disrepair and had been vandalized. We also considered how long it had been since any significant investments in the park had been made. Ultimately, we decided to provide a place where the youth of our community could safely gather and spend time with friends and family. We also wanted to make sure that those youth who suffer with disabilities like autism could find joy in the new playground, I hope we have succeeded in that task. Please drop us a note on the town website and let us know what your kids think about the new setup, we would love to hear from you!

Angela Gotto of Central Arizona Governments (CAG) did an amazing job managing this project for the Town of Kearny. We are very fortunate to have her as not only a resource we can tap into but also a Town of Kearny resident, so when you see her out and about in town make sure to thank her for a job well done. I can tell you she had to overcome some challenges to get this done on time and I never had to worry about the outcome, she did all the worrying for us. Well done, Angela, and thank you from a grateful community.

Jared Mallon and Kristy Mehl of Arizona Design and Construction, the contractors for this project, did an incredible job coordinating and communicating with CAG and town staff during the various steps of installation for the playground equipment. It was a pleasure working

with them throughout the life of this project.

It was my honor as Mayor to cut the ribbon in dedication of the new playground but that just did not feel right to me, so I passed the scissors to a young man wearing a batman shirt who was all too willing to do the honors. I'd like to thank all those children, council members, members of staff, CAG representative Angela Gotto, and Arizona Design and Construction representatives Kristy Mehl and Missy De La Gardelle for taking the time out of their day to join us for the dedication. The kids were smiling, we were smiling, it was a great time.

To the youth of our community – we hope you have fun and find joy in the new playground equipment. Please take care of it and it will last many decades. Encourage your friends to do the same.