

James Carnes | CBN



# Summer camps at Hayden Schools

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A community publication of [Copperarea.com](http://Copperarea.com)

## BLM announces protections for Tonto National Forest lands near Superior, Arizona

PHOENIX — The Bureau of Land Management is announcing protections for 276 acres of public lands in Tonto National Forest (<https://www.fs.usda.gov/tonto>) located entirely within corporate limits of the Town of Superior (<https://superioraz.gov/>), including lands near the Superior Municipal Airport and Fairview Cemetery, as requested by the U.S. Forest Service (<https://www.fs.usda.gov/>). A Public Land Order (<https://www.federalregister.gov/d/2024-15700>) formalizing the withdrawal was published in the July 17, 2024, Federal Register.

Congress directed the sale of the lands at fair market value in Section 3003 of the 2015 National Defense Authorization Act to the Town of Superior in Pinal County. The protections announced today withdraw (<https://www.blm.gov/programs/lands-and-realty/withdrawals>) the lands from new mining claims (<https://www.blm.gov/programs/energy-and-minerals/mining-and-minerals/about>), but not

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## The Copper Basin News

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**Telephone (520) 363-5554 • Fax (520) 363-9663**

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

—David Brinkley

# Cleaning the lines



**These Town of Kearny employees were busy earlier this month flushing out water lines. The town predicted that there would be brown and black water because of what has accumulated in the system, due to the time the filtration plant was out of operation.**

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 July 7 through July 13.**

**July 8**  
 Shawn M. Allen, 36, was arrested

and charged with two counts of shoplifting in the 300 block of Alden Road. He was cited and released.

**July 11**

Christina Leeann Estrada, 23, was arrested in the 300 block of Alden Rd. on warrants. She was transported and booked into the Pinal County Jail in Florence.

**July 13**

Report of criminal trespass was made in the 1000 block of Emery Dr. **July 7-July 13:** Calls not listed include ambulance assist (9), 911 open line (2), found property (2), traffic (5), citizen assist (2), fire call (4), agency assist (1) and utility problem (1).



# 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.

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.

## 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.

## 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.

## 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.

## 27 Blessed Sacrament Plate Sale

On Saturday, July 27, from noon - 7 p.m., Blessed Sacrament Parish, located at 122 Church Drive in Mammoth, is selling \$10 Gordita plates including rice and beans. Water and soda sold separate for \$1. Delivery available only in Mammoth. Call 1-520-237-1773 for ordering. Food will be sold until gone.

## 27 San Manuel Community Meeting

The San Manuel Revitalization Coalition community meeting for May will be held Saturday, July 27, at the San Manuel Community Center, 111 W. 5th Ave. from 10 a.m. to noon. Bring your friends and neighbors!

## 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

## 2 Superior Seniors' First Friday Social

Superior Senior First Friday Special will be held from 10 a.m. - noon on Aug. 2 for DIY, laughs, lunch and gift bag-having fun. A \$5 donation is appreciated. Any questions or comments, please contact Connie at 602-703-8858.

## 2, 9, 16 National Night Out

National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie. Local events are planned for Fridays: in Hayden, Aug. 2, 6 p.m.- 9 p.m. at Hayden Pool; in Superior, Aug. 9, 5 p.m. - 7 p.m. at Superior Fire Department; in San Manuel, Aug.16, 4 p.m. - 8 p.m. at San Manuel First Baptist Church; and Mammoth, Aug. 16, from 6 p.m.- 8 p.m. at Mammoth Community Center. For more information, visit: <https://natw.org/about/>.

## 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.

## OBITUARIES

# William 'Will' Herrera Lucero

William "Will" Herrera Lucero was born in Superior, AZ on Jan. 23, 1953. He passed away on May 13, 2024. Will attended Roosevelt Elementary School and graduated from Superior High School in 1972. He continued his education at Central Arizona College. Will spent his life in Arizona enjoying his passions: fishing, hunting, hiking and rock collecting. He was also an avid coin collector and an accomplished craftsman. Creating magnificent walking sticks and rock gardens.

Will began working as a miner and mill worker for Magma Copper in Superior, AZ. He served his country in

the US Army in 1977.

While working in Corrections, Will assisted with the identification of a vehicle linked to the Oklahoma City terrorist bombing on April 19, 1995.

He sustained a workplace injury which persisted over the years. Will worked in the security industry in and around the Phoenix metro area. He was an active member of his church, engaging in Ministry work.

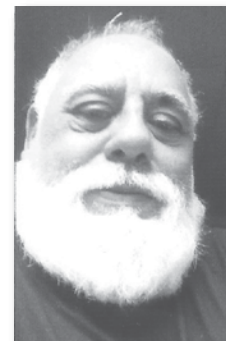
Will was the sixth of seven children born to John A. and Margaret H. Lucero. The Luceros were a loving and closeknit family. In the early years, the family frequented the Oak Flat and Arboretum recreational sites close to Superior. And the Patriarch made sure the kids had fitting nick names; 'Wilson', for Will, whose siblings also called him Willie.

Will is survived by his children, Vincent of Salt Lake City, UT, Jaydon of Scottsdale, Julian of Casa Grande and Caroline L. Richmond of Gillespie, IL; siblings, Martha (Duane) Wilson of Mesa, Mary Lou (Jeep) Diaz of

Tempe, John (Doreen) of Superior, Emily (Chris) Huerta of Mesa and Klara Lucero of Flagstaff; four grandchildren, one great-granddaughter; and many cousins and nibblings. Will was preceded in death by his grandmother, Salome Mesa; parents, John A. and Margaret H. Lucero; and brother, Michael (Mike) Lucero.

In lieu of flowers, donations in Will's name can be made to the AZ Game and Fish Department. Friends and family are encouraged to become an organ donor. Will was a donor and was able to "give the gift of life".

A celebration service of Will's life will be held on Aug. 24, 2024, at Brentwood Southern Community Clubhouse, Mesa, AZ.



## Superior Funeral Home

Serving all of your Funeral, Memorial, Cremation and Pre-Planning Needs

www.superiorfuneral.com  
379 South Ray Road, Superior  
(520) 689-2692

Rob Bulman, Owner

*Dedicated to providing services to the families of the Copper Corridor with care and compassion*

## 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.

# Esperanza Ramirez

It is with deep sorrow that we announce the passing of our mother, Esperanza "Granny" Ramirez, who left us on July 11, 2024 after a beautifully lived life. Full of love and

laughter, she touched the lives of all who knew her.

Esperanza was born in Douglas, Arizona on Dec. 18, 1924, to Casemera and Arturo Romo. She lived her life in Superior, Arizona.

She was preceded in death by her parents; her loving husband, Manuel Ramirez; and eight of her siblings. She is survived by her sister, Aurora Ruiz (Manny); and her three children, Becky Lopez (Jack) and Philip Ramirez (Susie). Also surviving are her five grandchildren, eight great-grandchildren and eight great-great-grandchildren.



Services are pending at this time.

## Arizona Financial Services

### IRA Contribution Limits:

The Economic Growth and Tax Relief Reconciliation Act of 2001 (also known as the pension reform or tax cut bill), increases contribution limits for all Individual Retirement Accounts (IRAs), with special "catch-up" contributions for individuals over age 50. Here's a summary of the new limits through 2024.

Tax Year	Under 50	50 Plus
2022	\$6,000	\$7,000
2023	\$7,000	\$8,000
2024	\$7,000	\$8,000



WARREN J. MYERS  
REGISTERED REPRESENTATIVE  
www.warrenjmyers.com

Phone (520) 385-4725 • Fax (520) 385-2521  
603 W. 6th Avenue, San Manuel, AZ 85631-1105

Securities and investment advisory services offered through Osaic Wealth, Inc., member FINRA/SIPC. Osaic Wealth, Inc., is separately owned and other entities and/or marketing names, products or services referenced here are independent of Osaic Wealth, Inc. Insurance is offered through Arizona Financial Services.

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.



# National Night Out events planned throughout Copper Corridor

National Night Out is an annual event geared toward building police-community partnerships, by spending time together, to make our neighborhoods safer places to live for everyone.

U.S. States, territories and military bases, neighborhoods host block parties, festivals, parades, cookouts or various other community events that include exhibits, safety demonstrations, seminars, youth events and more.

Millions of people, throughout the

The events are sponsored by the

Copper Corridor Coalition.

Local events are planned for the following Fridays:

- Hayden, Aug. 2, 6 p.m.- 9 p.m. at the Hayden Pool
- Superior, Aug. 9, 5 p.m. - 7 p.m. at the Superior Fire Department

- San Manuel, Aug.16, 4 p.m. - 8 p.m. at the San Manuel First Baptist Church
- Mammoth, Aug. 16, from 6 p.m.- 8 p.m. at the Mammoth Community Center

For more information visit at: <https://natw.org/about/>.



National Night Out is a great time to meet your local firefighters and police officers – or even play a game of musical chairs with them!



*alone  
back  
crib*

Always put me to sleep **alone**, on my **back**, in a **crib**.  
You'll rest better too.

Learn the **ABCs** of Safe Sleep.

**STRONG FAMILIESAZ**  
Arizona's home visiting alliance

ARIZONA DEPARTMENT OF HEALTH SERVICES

ARIZONA DEPARTMENT OF CHILD SAFETY

[StrongFamiliesAZ.com/ABCsafesleep](https://StrongFamiliesAZ.com/ABCsafesleep)



## **A New Chapter Begins for Arizona Copper and American Southwest!**

To our valued members of Arizona Copper Federal Credit Union,

### **Welcome to the Family!**

We are thrilled to extend a warm welcome as we officially unite as one family under the American Southwest Credit Union banner. Your resounding “yes” vote on July 9th, 2024, marks a momentous occasion in our shared journey, and we are deeply grateful for your trust and confidence in this exciting merger.

At American Southwest, we understand the importance of community and personalized service. We are committed to upholding the values that have made Arizona Copper a cornerstone of financial strength and support for so many years.

We’re excited to share upcoming service improvements, but we know rising utility bills are a challenge. While our official merger takes effect on August 1, 2024, we’re offering a limited-time program to help: loan payment deferrals starting now!

To apply for a 30-day deferment, you have three options:

- Visit our Kearny office at 112 Williams Lane.
- Email us at [loans@azcopperfcu.org](mailto:loans@azcopperfcu.org).
- Call us at 520-363-5681 ext. 303.

We invite you to visit our dedicated website, [ascu.org/kearny](http://ascu.org/kearny), to discover the many benefits and resources available to you as a member of American Southwest Credit Union. We look forward to building a bright future together, one that is rooted in financial security, exceptional service, and a shared commitment to our communities.

### **Together, We Thrive!**

Sincerely,

Jay Williamson  
CEO/President  
American Southwest Credit Union  
[www.ascu.org](http://www.ascu.org)



# Pinal County Sheriff candidates visit Superior Chamber meeting



Patrick Melvin, left, and Ross Teeple are two of the candidates running for Pinal County Sheriff. The two attended a Superior Chamber meeting and spoke about their plans, if elected.

Mila Besich | CANP

The Superior Chamber of Commerce hosted the candidates for Pinal County Sheriff's Office at its July meeting. There are five candidates running for the office; two showed up for the meeting.

Patrick Melvin, the democratic candidate, introduced himself to the attendees. He stressed his beliefs that the office of Sheriff should not be a partisan job, that he will represent everyone in his office. Melvin has an extensive resume of police service and is nationally recognized for his police service. He has served as a Deputy Chief for the Maricopa County Sheriff's Office. His slogan is "New Vision, New Professional Direction" for the Pinal County Sheriff's Office.

His opponent in the July 30 primary was unable to attend. Melvin is running against Kevin Taylor.

Ross Teeple is seeking the Republican nomination in the July 30 primary election. He has more than 30 years in public service, which began with active duty service in the Navy. Currently he is a Lieutenant with the Pinal County Sheriff's Office and has worked alongside outgoing Sheriff Mark Lamb. His campaign slogan: "I am a conservative running for Pinal County Sheriff to defend our values. Faith. Family and Freedom".

Teeple will be running against two other Republican candidates: Kevin Cavanaugh and Charles Austin Jr. Kevin Cavanaugh is currently serving as a Pinal County Supervisor for District One which includes Coolidge and Maricopa areas. Cavanaugh and Austin were unable to attend the Chamber luncheon.

## NOW Hiring Deli Bakery Manager at Norm's IGA

A deli manager is responsible for monitoring the daily operations of the bakery/deli delegating tasks to staff, supervising the food orders and services, maintaining adequate stock inventory, and finding ways to minimize production costs without compromising quality service.

Key skills include customer service, problem solving, leadership, effective communication, teamwork, and financial and inventory management. A thorough knowledge of food safety guidelines and the ability to work under pressure are also necessary.

Working as a deli manager isn't for everyone. This is a demanding job that requires a host of skills in many different areas. Apply at the store: 345 Alden Rd., Kearny.

# COPPER CORRIDOR CHURCH DIRECTORY

## Casa De Salvacion Asamblea De Dios

201 E. Kino (& Catalina)  
Mammoth

**Carlos Gonzalez**  
520-487-2043

Domingo 10 a.m. to 1 p.m.  
Lunes 6 p.m.  
Miercoles 6 p.m.

## Church of Jesus Christ of Latter-day Saints

Kearny Ward  
200 Hammond Dr.

**Bishop Jeremi Brewer**

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

**Advertise  
Your Church  
Here!**

## Church of the Good Shepherd

Bottom of School Hill, Kearny

**Pastor Jim Bleess CLM**  
520-548-9172

Local Contact: Tom Herbst 412-888-6792  
[www.thegoodshepherd.pbworks.com](http://www.thegoodshepherd.pbworks.com)

Sunday Worship 9 a.m.

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

## Family Life Christian Center

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

**Pastor Sandy Van Gorp**  
520-689-2202

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

**Everyone is Welcome • Assembly of God**

## First Baptist Church

103 W. Galiuro, Mammoth

**Pastor Joe Ventimiglia**  
520-487-0311

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

## Kearny Church of Christ

103 Hammond Dr., Kearny

**Minister George Randall**

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

**Serving All of the Copper Basin Area**

## Lighthouse Assembly of God

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

**Pastor David Wade**  
520-356-6718

Sunday Worship Service 9 & 11 a.m.

**We Welcome You!**  
[www.YourLighthouseFamily.com](http://www.YourLighthouseFamily.com)

## Living Word Chapel-Kearny

Love, Empower & Transformed  
with the Living Word

**Pastor James Ruiz**  
520-896-2771

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

For more information, visit us online  
at [www.lwconline.org](http://www.lwconline.org)  
Follow us on Facebook/Instagram @LWCOnline

## Living Word Chapel-Oracle

Love, Empower & Transformed  
with the Living Word

**Pastor James Ruiz**  
520-896-2771

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

For more information, visit us online  
at [www.lwconline.org](http://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](http://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](http://www.pathwayofhope.net)  
[pastorkaren@pathwayofhope.net](mailto: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](http://www.stfrancissuperior.org)

## San Pedro Valley Baptist Church

Dudleyville Road, Dudleyville

**Eric Mathis**  
Interim Pastor

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

## Set Free Church

302 Danbury, Kearny

**Pastor Daniel Sostre**  
480-645-7687

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

**Sinners Welcome**

## Superior Harvest Church

Hill St. & Stone Ave., Superior

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

Sunday Morning Service 10 a.m.

**Victory in Jesus**

## Vista United Methodist Church

JOIN US ONLINE

Sunday live at 10 a.m. (Or stream anytime)

[www.vistaumc.org](http://www.vistaumc.org)  
Facebook/Vista UMC

**Community, Friendship & Faith**  
**Fred Baum, Pastor**  
520-825-1985

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



# Copper Corridor Co-Lab developing 'resilience hubs'

By Nathaniel A. Lopez  
Copper Area News

In June, Vitalyst Health invested \$50,000 in three community establishments in the Copper Corridor, as part of the first phase of establishing Resilience Hubs that will work together as The Copper Corridor Co-Lab. The first three to join the regional network were Leo's Community Development Center in Superior (regeneratingsonora.org), Miami Arts Commission (miamiartscommision.org) and Set Free Church in Kearny. "This crucial funding will enable our communities to proactively prepare for and respond to emergencies such as fires, floods, power outages, supply

chain disruptions, and more," said lead facilitator Anna Purpera. "Copper Corridor communities, she said, are particularly vulnerable to various natural and human-made disasters due to our location. It is imperative that we develop resilience and foster relationships with our neighbors before these resources are critically needed," she added. The Copper Corridor Co-Lab, an informal collaborative of nonprofits and community members aiming to address key issues in the region, have recognized this need and are developing a regional network of Resilience Hubs. "This effort," she said, "will enhance the infrastructure of existing community centers, making them pivotal in both


everyday and crisis situations." By upgrading their facilities with solar panels, satellite internet, raised garden beds, radio equipment and freeze dryers, as well as training community members in First Aid CPR, and other critical skills, Purpera said, these community centers are ensuring that they are well-equipped to serve their neighbors in times of need. This effort has also led to the creation of the Superior Fire Corps in partnership with the Town of Superior's Fire

Department and is open to community members in neighboring towns. "Ultimately, the goal of this network of Hubs is to work together to increase the resilience of each community, and thereby increase the resilience of the region as a whole," Purpera stated. "We encourage other Copper Corridor organizations that operate a community center to join this critical initiative. By becoming part of the Regional Network of Resilience Hubs,

Continued on page 14




Volunteers at the Set Free Church distribute food to local families. The Kearny church is one of three 'resilience hubs' in the Copper Corridor.  
James Carnes | CANP



## Ray Jr./Sr. High School

### Back to School Info

#### School starts Thursday, Aug. 1



**New Students** – Register by Appointment:  
Please contact the Guidance Office: 363-5513 (ext. 304/ ext. 302) or please leave a message with your name and phone number.

**Returning Students** – (Fees/Dates/Times)  
**RJSH:** \$10 Activity Fee; 7-8-9 Gr. Mon., July 29, 8:30-11:30 am  
**RJSH:** \$10 Activity Fee; 10-11-12 Gr. Tues., July 30, 8:30-11:30 am  
 (\*ALL fees, fines, books, iPads to be paid and returned at registration)

**Sports Pay Information:** Check your due dates for payment  
**Attention RJSH Athletes:** Remember to get your physical/athletic agreement/insurance info/concussion certificate (completed Athletic packet) turned in at the AD or HS Office ASAP. Physical Forms/Athletic Agreements can be picked up at the HS Office. Concussion training: [www.aiaonline.org](http://www.aiaonline.org) – go to AIA Academy – go to Brainbook (read, test, print and sign certificate for the AD).

# of sports per family	1	2	3	4	5	6	7	8	9	10+
Total Cost	\$60	\$110	\$150	\$185	\$215	\$240	\$260	\$275	\$290	\$300

**Participation payments may count toward your Extra Curricular Activity Tax Credit.** The State of Arizona allows families to claim up to \$400 per year in educational tax credit when filing as a joint married couple or up to \$200 when filing as an individual. The participation fee CAN count as an Arizona State income tax credit if you choose. The fee can be deducted from the state tax income owed to the State of Arizona. The fee must be specified as a tax credit donation if you wish to use it as such.

**\*Participation (Sports Pay) payments** must be made payable to the Ray Schools by the following dates:  
 Fall Sports (Football, Volleyball, Cheer): Deadline is **Aug. 15, 2024**  
 \*For more athletic information, check out our website or Facebook.

## Welcome Back Bearcats!

# Volunteer Fire Corps aims to be a closer, quicker resource for Superior

By **Nathaniel A. Lopez**  
Copper Area News

On Tuesday, July 16, the Superior Volunteer Fire Corps held a meeting at Leo's Community Development Center. In attendance from the Superior Fire Department were Fire Marshal Dallas Lane, and Fire Chief JP Perez. There were nine volunteers in attendance, as well as Red Cross Liaison and Pinal County Community Leader, Joe Gruberman.

The meeting was a kickoff training overview, with partnership from the Red Cross. Fire Marshal Lane reminded the volunteers of the long-term goals and the roles they would be training for, such as disaster assistance, victim's assistance

officers, firewise officers, or emergency response teams.

Gruberman gave an overview on the process of becoming certified by the Red Cross for becoming a disaster assistant. He also discussed the importance of becoming more involved in this region of the county, pointing out that resources are spread thin across Pinal County, with no presence anywhere east of Coolidge.

The Superior Volunteer Fire Corps is aiming to be a closer and quicker resource for those who are victims of disasters. Fire Chief Perez gave the crew some words of encouragement before returning to the station stating, "Be careful, be safe, stick with it, and get it done."



Volunteers attend a meeting of the Superior Volunteer Fire Corps.

Nathaniel Lopez | CANP

## Two new fires start in the Copper Corridor

On Friday, July 19, the Arizona Department of Fire and Forestry Management reported two new fires in the area. The cause of the fires are unknown but there were several lightning strikes in the area.

The Romero Fire is burning 13 miles southwest of Kearny and 14 miles west of Dudleyville, not far from the recent Freeman Fire area. At press time the fire burned 3,500 acres and was moving quickly through the area. There were no structures at risk. Air attack was ordered for this fire,

The Romero Fire started around the same time as the Circle Fire which is 14.5 miles southwest of Kearny and 8 miles west of Dudleyville. At press time this fire has burned 200 acres and was moving quickly though grass and brush. There were two hand crews, two dozers and two water tenders assigned to this fire.

On Saturday, firefighters successfully protected the structures of Hayden Ranch. Engines and crews worked to prep the structure and retardant was dropped around the property to protect multiple structures and cattle on the ranch.

Due to the proximity of the fire to the 3C Ranch west of the fire, near Barkerville Rd., fire operations made the decision to place the ranch in SET evacuation status. The evacuation remained in effect on Sunday.

Freeman Road is closed and deputies are set at roadblocks throughout the fire area. The public is asked to avoid the fire area including Barkerville and Willow Springs roads. The Arizona Trail is closed between Oracle and Kearny.

There are temporary flight restrictions over both of these fires. Residents are

asked to not enter these areas to allow the crews to fight the fires and to not fly drones over the fires, as that impedes the ability to send in air attacks.

The Freeman Fire, which burned near current Romero and Circle fires, has been fully contained. The Freeman Fire burned 32,568 acres. The fire was the result of two lightning strikes: the first strike was at Oak Well Camp and merged with a second lightning-caused fire about a mile away. High winds the evening of Thursday, July 11, caused the fires to merge and grow.

## Get the summer camp experience at home with these fun-filled activities

(StatePoint) Camp is wherever you want it to be this summer!

For families looking to provide a perfect setting for children to learn, play and grow, Little Bites Snacks has created the Camp Little Bites virtual summer camp series, dishing up activities that inspire adventure, independence and give parents a little more free time to themselves! Erica Domesek, the founder of P.S. I Made This, has been tapped as "Head Counselor" to bring her DIY passion and expertise to Camp Little Bites, leading campers through a summer filled with fun and creativity.

"With the help of Little Bites Snacks, we're here to make this the best summer

ever, giving parents and kids ideas for activities and little moments that create joy," says Domesek, the creative force behind this year's camp activities:

### **Making a Bird Feeder**

Ready to meet all the birds in your neighborhood? This Muffin Box Bird Feeder will teach kids to reduce and reuse while having fun in nature.

Supplies:

- Little Bites Muffin box
- Markers
- Construction paper
- Assorted craft paint colors
- Paintbrushes
- Tape
- Safety scissors

- Hole puncher
- Hot glue gun and sticks
- Water
- Twine or string
- Bird seed

Directions:

Cut a Little Bites Muffin box four inches down the sides and near the bottom to create the base. Decorate using templates from the Camp Little Bites website. Then, trace and cut construction paper, and use hot glue to attach the paper panels to the box. Decorate with paint, paper cutouts, etc., and punch a hole at the top of each side panel. Add your string and bird seed, and hang outside



Continued on page 18



# Annie Martinez, Mammoth Town Council

**E**lection time brings hope for some and uncertainty for others. This year, the people of Mammoth face three important races that could significantly impact the town council. As the mayor, two town council seats, and a recall seat are up for election, it's crucial for everyone to vote and consider the issues at stake.

The primary concern is the safety of Mammoth, especially with councilman Joe Brewer seeking re-election. He has expressed intentions to eliminate the town's police department, despite lacking knowledge of law enforcement, police policies, and the law. Additionally, he has proposed that the town de-incorporate, potentially leading to increased living expenses for residents due to higher utility costs.

It's essential for Mammoth to maintain its incorporation status to ensure affordable utilities and continuous police presence. Joe Brewer's support for a 300% water rate increase and his preference for the PCSO to handle all police services instead of the town's own department raise concerns about his priorities. Voting for Brewer and his running mate would mean supporting the abolition of the police department and potentially the de-

incorporation of the town.

In contrast, I, as a long-time resident, homeowner, and with a background in business management, criminal justice, and law, am seeking re-election to the Town Council. I have actively contributed to the community as a youth coach, a representative for parents within the school district, and a member of the council and vice mayor. My experience and qualifications make me committed to serving the town's best interests and will ensure the town's financial stability and public safety. I am also dedicated to overseeing critical projects like the water grant to benefit the entire community.

To address the town's financial challenges, I have proposed innovative solutions such as providing living quarters for the police department to bridge the pay gap. I believe that such collaborative and innovative ideas are crucial to securing a prosperous future for Mammoth.

It's important for the people of Mammoth to elect individuals with proven track records, a genuine commitment to the community, and a willingness to serve the town's interests. I have the knowledge and dedication required to lead Mammoth

in a positive direction and ensure that critical projects and services are managed effectively and responsibly.

Thank you,  
**/s/ Annie Martinez**

## Public Notice

**NOTICE OF TRUSTEE SALE** Recorded: 07/16/2024 The following legally described trust property will be sold, pursuant to the power of sale under that certain trust deed recorded on January 30, 2015, in Instrument No. 2015-005799, Book xx, Page xx records of Pinal County, Arizona, at public auction to the highest bidder at the main steps of the Superior Court Building, located at 971 N. Jason Lopez Circle, Building A, Florence, Arizona 85132, on October 15, 2024, at 11:00 a.m. Notice! If you believe there is a defense to the trustee sale or if you have an objection to the trustee sale, you must file an action and obtain a court order pursuant to Rule 65, Arizona Rules of Civil Procedure, stopping the sale no later than 5:00 p.m. mountain standard time of the last business day before the scheduled date of the sale, or you may have waived any defenses or objections to the sale. Unless you obtain an order, the sale will be final. The secured property is legally described as LEGAL DESCRIPTION: Lot 75, of VILLAGO PARCEL 13, according to the plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet F, Slide 31. Also known as: 206 W. Blue Lagoon Drive Casa Grande, Arizona 85122 TAX PARCEL I.D.#: 515-37-4810 ORIGINAL PRINCIPAL BALANCE: \$153,900.00 NAME AND ADDRESS OF CURRENT BENEFICIARY: Elizabeth Crosby, LFN 20390, as President of Integrated Fiduciary Services, Inc. LFN #20607, Trustee of the Dawna Merle Greene Trust dated July 10, 2012, Beneficiary c/o Dyer Bregman Ferris Wong & Carter, P.L.L.C 3003 N. Central Ave., Ste. 2600 Phoenix, Arizona 85012 NAME AND ADDRESS OF ORIGINAL TRUSTOR(S): Yvonne M. Harper 206 W. Blue Lagoon Drive Casa Grande, Arizona 85122 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made in an "as is" condition, but without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid principal balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees charges and expenses of the Trustee of the Deed of Trust. NAME AND ADDRESS OF CURRENT TRUSTEE: Stockton D. Banfield, Esq. Dyer, Bregman, Ferris Wong & Carter, PLLC 3003 N. Central Ave. Ste. 2600 Phoenix, Arizona 85012 602-254-6008 Dated: July 16, 2024 /s/Stockton D. Banfield, Attorney at Law Successor Trustee The Successor Trustee appointed herein qualifies as a trustee of the trust deed in the Trustee's capacity as a person who is a member of the state bar of Arizona as required by A.R.S. § 33-803(A)(2). State of Arizona County of Maricopa On this 16th day of July, 2024, before me, the undersigned Notary Public, personally appeared, Stockton D. Banfield to me known to be the individual described in and who executed the foregoing Notice of Trustee's Sale and acknowledged that he executed the same for the purposes therein contained. /s/Sharon Kay Spates Notary Public Commission expires: January 08, 2025  
7/24, 7/31, 8/7, 8/14/24  
CNS-3835183#  
SAN MANUEL MINER  
MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

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

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

## 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. Sivent (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 Hearleene 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

SUPERIOR COURT OF ARIZONA PINAL COUNTY IN THE MATTER OF THE SEVERANCE OF: Kaylynn M. Warren Minor Child/Children CASE NUMBER: SV202400006 ORDER SETTING AND NOTICE OF PETITION TO TERMINATE PARENTAL RIGHTS (Pursuant To A.R.S. §8-106) AND NOTICE OF HEARING HONORABLE: Karen F. Palmer NOTICE is given to James Fletcher and John Doe (absent parent(s)) residing at unknown that you have been identified by Tanya Warren, the Petitioner(s), or natural mother as a potential father of a child to be born or, born on 10/06/2022 in San Tan Valley, AZ YOU ARE INFORMED OF THE FOLLOWING: 1. Tanya Warren, the natural mother, plans to place the child for adoption. 2. Under sections 8-106 and 8-107, Arizona Revised Statutes, you have the right to consent or withhold consent to the adoption. 3. Your written consent to the adoption is irrevocable once you give it. 4. If you withhold consent to the adoption, you must initiate paternity proceedings under title 25, chapter 6, article 1, Arizona Revised Statutes, and serve the mother within thirty days after completion of service of this notice. 5. You have the obligation to proceed to judgment in the paternity action. 6. You have the right to seek legal decision-making. 7. If you are established as the child's father, you must begin to provide financial support for the child. 8. If you do not file a paternity action under title 25, chapter 6, article 1, Arizona Revised Statutes, and do not serve the mother within thirty days after completion of the service of this notice and pursue the action to judgment, you cannot bring or maintain any action to assert any interest in the child. 9. The Indian child welfare act may supersede the Arizona Revised Statutes regarding adoption and paternity. 10. You may wish to consult with an attorney to assist you in responding to this notice. NOTICE OF HEARING A petition to terminate the parent/child relationship between James Fletcher and John Doe and Kaylynn M. Warren having been filed by Tanya Warren, the Petitioner herein states: NOTICE IS HEREBY GIVEN that the Petitioner for Termination of Parent/Child Relationship is set for hearing on the 19th day of August, 2024 at 2:30 p.m. in the Superior Court, Pinal County Courthouse, Florence, Arizona, and all persons interested in the matter are notified then and there to appear and show cause, if any they have, why said Order Terminating the Parent-Child Relationship should not be granted. You have a right to appear as a party in this proceeding. The failure of a parent to appear at the initial hearing, the pretrial conference, the status conference or the termination adjudication hearing may result in an adjudication terminating the parent-child relationship of that parent. DATED this 8th day of July, 2024 By: ILLEGIBLE Judge of Superior Court  
MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

## Public Notice

**Notice For Publication**

ACC File Number: 23704989  
1. Articles of Organization have been filed in the office of the Arizona Corporation Commission for ROSE CREST DENTAL PLLC.  
2. The address of the known place of business of the company is 5655 W. Admiral Way, Florence, AZ 85132.  
3. The name and street address of the company's agent for service of process are: Registered Agents Inc, Attn: Corporate Dept, 1846 E. Innovation Park Dr., Ste. 100, Oro Valley, AZ 85755.  
4. Management of the limited liability company is reserved to the members.  
5. The name and address of the Member of this limited liability company is: Matthew Hunsaker, 5655 W. Admiral Way, Florence, AZ 85132.  
MINER Legal 7/24/24, 7/31/24, 8/7/24

## Public Notice

Person Filing: JOHN L. LOHR Address (if not protected): 8706 E. Manzanita Dr. Suite 100 City, State, Zip Code: Scottsdale, AZ 85258 Telephone: (480) 991-9077 Email Address: rknoble@hgplaw.com Representing Attorney for: DONALD SCHOONER Lawyer's Bar Number: 019876, Issuing State: AZ SUPERIOR COURT OF ARIZONA IN PINAL COUNTY Case Number: S1100CV202400901 SUMMONS DONALD SCHOONER Name of Plaintiff AND RACHELLE SPECKMAN, 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: Virginia Lee Burton, an individual, AKA Estate of Virginia Lee Burton/Unknown Heir Name of Defendant 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons". 2. If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/eFilingInformation>. Mail a copy of your "Response" or "Answer" to the other party at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the document in this case. 3. If this "Summons" and the other court papers were served on you by a registered process server or the Sheriff, within the State of Arizona, your "Response" or "Answer" must be filed within TWENTY (20) CALENDAR DAYS from the date you were served, not counting the day you were served. If this "Summons" and the other court papers were served on you by a registered process server or the Sheriff outside the State of Arizona, your Response must be filed within THIRTY (30) CALENDAR DAYS from the date you were served, not counting the day you were served. Service by a registered process server or the Sheriff is complete when made. Service by Publication is complete thirty (30) days after the date of the first publication. 4. You can get a copy of the court papers filed in this case from the Petitioner at the address at the top of this paper, or from the Clerk of the Superior Court. 5. Requests for reasonable accommodation for persons with disabilities must be made to the office of the judge or commissioner assigned to the case, at least ten (10) judicial days before your scheduled court date. 6. Requests for an interpreter for persons with limited English proficiency must be made to the office of the judge or commissioner assigned to the case at least ten (10) judicial days in advance of your scheduled court date. SIGNED AND SEALED this date: July 5, 2024 Rebecca Padilla Clerk of Superior Court By: FLOPEZ Deputy Clerk  
MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

## Public Notice

**Notice To Creditors/Emory Clair Walker, Jr./Anne Marsh Walker**

Notice Is Hereby Given that Suzanne K. Mayes is the nominated personal representative of the estate of Emory Clair Walker, Jr. and Anne Marsh Walker (collectively "Estate"). Emory Clair Walker, Jr. died on October 5, 2020, and Anne Marsh Walker died on January 15, 2024. All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to: Estate of Emory Clair Walker, Jr. & Anne Marsh Walker c/o Leonard & Felker, P.L.C. Attn: Brooke Felker-Johnston 7440 N. Oracle Rd. Bldg. 2 Tucson, AZ 85704 Dated this 7 day of July 2024. /s/ Suzanne K. Mayes, nominated personal representative  
MINER Legal 7/24/24, 7/31/24, 8/7/24

## Public Notice

Person Filing: John Lohr JR Address (if not protected): 14500 N. Northsight Blvd. Suite 101 City, State, Zip Code: Scottsdale, AZ 85260 Telephone: 480-991-9077 Email Address: jllh@jplaw.com Representing Attorney for Lawyer's Bar Number: 019876, Issuing State: SUPERIOR COURT OF ARIZONA IN GILA COUNTY Case Number: S0400CV202400141 Margaret Stephanik Name of Plaintiff AND SUMMIT HOLDINGS GROUP LLC, et al. Name of Defendant. Summons WARNING: This is an official document from the court that affects your rights. Read this carefully. If you do not understand it, contact a lawyer for help. FROM THE STATE OF ARIZONA TO: SUMMIT HOLDINGS GROUP LLC Name of Defendant 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers are served on you with this "Summons". 2. If you do not want a judgment or order taken against you without your input, you must file an "Answer" or a "Response" in writing with the court and pay the filing fee. If you do not file an "Answer" or "Response" the other party may be given the relief requested in his/her Petition or Complaint. To file your "Answer" or "Response" take, or send, the "Answer" or "Response" to Clerk of the Superior Court, or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/eFilingInformation>. Mail a copy of your "Response" or "Answer" to the other party at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the document in this case. 3. If this "Summons" and the other court paper 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 21, 2024 Anita Escobedo Clerk of Superior Court By: CASTANEDA Deputy Clerk.  
CBN Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24



## 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

## Watch your kids around water.

## Public Notice

### NOTICE TO CREDITORS

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

## 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 Marquitt Hearing Date/Time: September 3, 2024 @ 9:15 am Hearing Type: Publication Hearing Location: Court Connect Remote Appearance \*\*\*video appearance preferred Court Connect Hearing: Yes Video: <https://tinyurl.com/bazmc-ju07> Phone: (917) 781-4590, Participant Code 764 718 766 # How can I prepare for the hearing? Any supporting documentation must be filed with the Clerk of Court at least seventy-two hours in advance of the set hearing date. If I have questions or concerns who can I contact? For questions concerning filing, please contact the Clerk of Court at (602) 372-5375. For questions about the hearing, contact the Juvenile Department at (602) 506-4533, Option 2 to reach the assigned Judicial Officer's staff. If you have legal questions, seek legal counsel.  
7/17, 7/24, 7/31, 8/7/24  
CNS-3830640#  
SAN MANUEL MINER  
MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24

## Public Notice

### ORDINANCE NO. 2024-192

**AN ORDINANCE LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF SUPERIOR ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2025.**  
**WHEREAS**, by the provisions of State law, the ordinance levying taxes for fiscal year 2024-2025 is required to be finally adopted not later than the third Monday in August 2024.  
**WHEREAS**, the County of Pinal is the assessing and collecting authority for the Town of Superior, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Pinal, Arizona.  
**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Superior, Arizona, as follows:  
**SECTION 1:** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the Town of Superior, except such property as may be by law exempt from taxation, a primary property tax rate of \$5.2543 for the fiscal year ending on the 30th day of June, 2025. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Pinal is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the Town.  
**SECTION 2:** It is the intent of the Town Council of the Town of Superior, Arizona to levy the primary property tax for operations for the Town of Superior for fiscal year 2024-2025 will equal \$679,003.00 dollars.  
**SECTION 4:** Failure by the County officials of Pinal County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the Town of Superior upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon and all acts of officers de facto shall be valid as if performed by officers de jure.  
**SECTION 5:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.  
**SECTION 6:** This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.  
**PASSED AND ADOPTED** by the Town Council of the Town of Superior, Arizona this 11th day of July, 2024.  
/s/ Mila Beschik, Mayor  
ATTEST: /s/ Ruby Cervantes, Town Clerk  
APPROVED AS TO FORM: /s/ Stephen R. Cooper, Town Attorney  
**CERTIFICATION**  
**I HEREBY CERTIFY** that the above and foregoing Ordinance No.2024-192 was duly passed and adopted by the Town Council of the Town of Superior, at a Regular Town Council Meeting on the 11th day of July, 2024, and that a quorum was present thereat and the vote was 5 ayes and 0 nays. 2 absent  
/s/ Ruby Cervantes, Town Clerk  
SUN Legal 7/24/24, 7/31/24

## Public Notice

### DCS'S NOTICE OF HEARING ON DEPENDENCY PETITION

No. JD202000190R

(Honorable Karen F Palmer)  
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF PINAL  
IN the Matter of:  
ABEL JOSEPH MEADOWS  
d.o.b. 06/08/2020  
Person under 18 years of age.  
TO: JADEN NICOLE POWELL, TYLER MEADOWS, parents and/or guardians of the above-named child.  
1. The Department of Child Safety has filed a Dependency Petition pursuant to Title 8, of the Arizona Revised Statutes, Rules 4.1 and 4.2 of the Arizona Rules of Civil Procedure and Rule 329 of the Rules of Procedure for the Juvenile Court.  
2. The Court has set an Initial hearing on the 23rd day of July, 2024 at 9:00 a.m., and a Publication hearing on the 1st day of October, 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 Tracy Willett-Williams and may be reached by telephone at (480) 825-7007.  
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 16th day of July, 2024.  
KRISTIN K. MAYES  
Attorney General  
/S/Richard D. Dault  
RICHARD D. DAULT  
Assistant Attorney General  
7/24, 7/31, 8/7, 8/14/24  
CNS-3834449#  
SAN MANUEL MINER  
MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

## Public Notice

### Surplus Auction

The Town of Superior will be auctioning the following end of service life equipment:  
Auctioneer: Sierra Auction, Inc.  
Police Vehicle- 1994 Ford Bronco- VIN 1FMEU15HXRLB32415  
This sale has been approved by the Superior Town Council and will be handled by Sierra Auction. Interested parties may contact them directly at: Sierra Auction Management, Inc. 3570 Grand Avenue Phoenix, Arizona 85019  
O: 602.242.7121 Sierra Auction [www.sierrauction.com](http://www.sierrauction.com) Sierra's Phoenix Auction Dates are the 2nd, 3rd & 4th Saturdays of the Month,  
SUN Legal 7/24/24, 7/31/24

## 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. Heinrick  
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

### Notice To Creditors By Publication/ Karen Fae Hunsley

Joy A. Garvey, Esq. - 025491 Joy Garvey, PLLC 13951 N. Scottsdale Rd, Ste 234 Scottsdale, AZ 85254 joy@joygarveypllc.com (602) 688-9659 Counsel for Personal Representative In The Superior Court Of The State Of Arizona In And For The County Of Gila In the Matter of the Estate of Karen Fae Hunsley, Deceased, No. PB2024-00064 Notice To Creditors By Publication Notice Is Given to all creditors of the Estate that: 1. Cherann Marie Beer has been appointed as Personal Representative of the Estate. 2. Claims against the Estate must be presented within four months after the date of the first publication of this notice or be forever barred. 3. Claims against the Estate may be presented by delivering or mailing a written statement of the claim to Cherann Marie Beer, care of Joy Garvey, PLLC, 13951 N. Scottsdale Rd, Ste 234, Scottsdale, AZ 85254. Dated this 15th day of July, 2024. Joy Garvey, PLLC By: /s/ Joy A. Garvey, Attorney for Personal Representative  
CBN Legal 7/24/24, 7/31/24, 8/7/24

## Public Notice

### Articles Of Incorporation

For-Profit Corporation Entity Information Entity Name: Priority One Medical Billing Inc Entity ID: 23603920 Effective Date: 11/08/2023 Entity Type: Domestic For-Profit (Business) Corporation Character Of Business: Any legal purpose Authorized Shares: Share Class: Common Share Series: Share Total: 1,000 Professional Services: N/A Statutory Agent Information Statutory Agent Name: Nicole Castro Physical Address: 12392 E Parsons Peak, Gold Canyon, AZ 85118 Known Place Of Business: 12392 E Parsons Peak, Gold Canyon, AZ 85118 Principal Information Director: Nicole Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA - - Date of Taking Office: Incorporator: Nicole Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA-- Date of Taking Office: President: Nicole Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA-- Date of Taking Office: Secretary: Kanan Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA-- Date of Taking Office: Treasurer: Nicole Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA-- Date of Taking Office: Vice-President: Robert Castro - 12392 E Parsons Peak, Gold Canyon, AZ, 85118, USA-- Date of Taking Office: Certificate Of Disclosure Felony Judgement Questions: Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been: Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? No Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? No Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: The violation of fraud or registration provisions of the securities laws of that jurisdiction ; The violation of the consumer fraud laws of that jurisdiction; The violation of the antitrust or restraint of trade laws of that jurisdiction? No Bankruptcy Question: Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? No Signer: Incorporator: Nicole Castro - 11/08/2023  
MINER Legal 7/24/24, 7/31/24, 8/7/24



## Public Notice

### Notice To Creditors/Walter Antonio Espinoza

Name: Obed Torres Address: 26404 Flaxleaf Dr City, State, Zip: Menifee, CA 92584 Daytime Telephone No: 951-796-5812 Representing Self, Without a Lawyer Shannon Trezza AZCLDP #08080 AZ Statewide Paralegal AZCLDP #08090 Arizona Superior Court, Pinal County In the Matter of the Estate of: Walter Antonio Espinoza, Date of Birth: April 7, 1987 Deceased. Case No. PB202400342 Notice To Creditors Notice Is Hereby Given that Obed Torres has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 26404 Flaxleaf Dr, Menifee, CA 92584 Dated this 29 day of May, 2024. /s/ Obed Torres 26404 Flaxleaf Dr, Menifee, CA 92584 **MINER Legal 7/24/24, 7/31/24, 8/7/24**

## Public Notice

### File No. 6678-TS Notice Of Trustee's Sale

Recorded: 07/05/2024 The following legally described trust property will be sold pursuant to the power of sale under that certain Deed of Trust dated October 3, 2019, and recorded on March 11, 2020, in Fee Number 2020-022993, 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, Florence, AZ 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion. 3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the court. 4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court. 5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, 120 W. 1st Ave., 2nd Fl, Mesa, AZ 85210. The assigned Child Safety Worker is MICHELLE LUNDEEN and may be reached by telephone at (480) 825-7015. 6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400. 7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 12th day of June, 2024. KRISTIN K. MAYES  
Attorney General  
/s/ Tiffany Setters  
TIFFANY SETTERS  
Assistant Attorney General  
7/10, 7/17, 7/24, 7/31/24  
CNS-3828632#  
SAN MANUEL MINER  
MINER Legal 7/10/24, 7/17/24, 7/24/24, 8/14/24

## Patronize Our Advertisers

## Public Notice

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

(Honorable Jamie R. Ramirez)  
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF PINAL  
In the Matter of:  
JOHN PATRICK SPARROW IV  
d.o.b. 10/25/2016  
Person(s) under 18 years of age.  
TO: BILLIE WHITE SPARROW A.K.A. BILLIE BISHOP WHITE and JOHN PATRICK SPARROW III, parents and/or guardians of the above-named child.  
1. The Department of Child Safety, (DCS or the Department), by and through undersigned counsel, has filed a Motion for Appointment of a Permanent Guardian pursuant to Arizona Revised Statutes §§ 8-871 and 8-872 and Rule 344 of the Arizona Rules of Procedure for the Juvenile Court.  
2. The Court has set an Initial Guardianship Hearing on the 9th day of July, 2024 at 1:30 p.m., and a Publication hearing on the 27th day of August, 2024 at 1:30 p.m., at the Pinal County Superior Court, 971 North Jason Lopez Circle, Florence, AZ 85132, before the Honorable Jamie R. Ramirez for the purpose of determining whether any parent or guardian named herein is contesting the allegations in the motion.  
3. You and your child are entitled to have an attorney present at the hearing. You may hire your own attorney or, if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the court.  
4. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, settlement conference, status conference or guardianship adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegations in the Motion. In addition, if you fail to appear, without good cause shown, the hearing may go forward in your absence and may result in the establishment of a permanent guardianship based upon the record and the evidence presented to the court.  
5. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Appointment of a Permanent Guardian and Notice of Hearing by submitting a written request to: TIFFANY SETTERS, Office of the Attorney General, 120 W. 1st Ave., 2nd Fl, Mesa, AZ 85210. The assigned Child Safety Worker is MICHELLE LUNDEEN and may be reached by telephone at (480) 825-7015.  
6. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least three working days in advance of a scheduled court proceeding and can be made by calling (520) 866-5400.  
7. You have the right to make a request or motion prior to any hearing that the hearing be closed to the public. DATED this 12th day of June, 2024.

KRISTIN K. MAYES  
Attorney General  
/s/ Tiffany Setters  
TIFFANY SETTERS  
Assistant Attorney General  
7/10, 7/17, 7/24, 7/31/24  
CNS-3828632#  
SAN MANUEL MINER  
MINER Legal 7/10/24, 7/17/24, 7/24/24, 8/14/24

## Public Notice

### NOTICE TO CREDITORS Case No. PB202400316

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL In the Matter of the Estate of DANAM M. MAYLUM, Deceased, NOTICE IS HEREBY GIVEN that Jeffrey A. Maylum has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this notice or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at c/o C. Kyle Brown, Esq., Brown & Hobkirk, PLLC, 17015 N. Scottsdale Road, Suite 335, Scottsdale, AZ 85255. Dated: July 11, 2024. /s/Jeffrey A. Maylum 4000 Mallard Street Bay Saint Louis, Mississippi 39520 BROWN & HOBKIRK, PLLC By /s/C. Kyle Brown 17015 N. Scottsdale Road, Suite 335 Scottsdale, AZ 85255 (480) 685-4036 Attorney for Personal Representative  
7/24, 7/31, 8/7/24  
CNS-3833885#  
SAN MANUEL MINER  
MINER Legal 7/24/24, 7/31/24, 8/7/24

## Public Notice

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFORMATION ENTITY NAME: ALB MEDICAL PLLC ENTITY ID: 23639822 ENTITY TYPE: Domestic Formation 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 Att: 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

### 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 será presentada a los votantes en las elecciones general el Noviembre 5, 2024. Argumentos deben ser sometidos por escrito a la Oficina de la Secretaría Municipal localizada en el 125 N Clark St., Mammoth, AZ 85618 o para mas información llame al (520) 487-2331.  
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 Wettels  
MINER Legal 7/17/24, 7/24/24

## Public Notice

### Notice To Creditors/Rodney Dean Wettels

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@dickinsonwright.com Amber D. Hughes (#028871) AHughes@dickinson-wright.com Attorneys for Personal Representative, Nicholas Benjamin Wettels 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 Wettels, Deceased, No. PB2024-00257 Notice To Creditors Notice Is Given that Nicholas Benjamin Wettels 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 Wettels, 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 Wettels 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 Wettels  
MINER Legal 7/17/24, 7/24/24, 7/31/24

## Public Notice

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

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

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communities can significantly enhance their capacity to withstand and recover from disasters, creating a safer and more connected region. We extend our heartfelt gratitude to Vitalyst Health Foundation (vitalysthealth.org) for their substantial contribution. Their investment is a pivotal step towards building a robust network of Resilience Hubs that will serve as a lifeline for our communities in times of need. Together, we can build a resilient Copper Corridor.”

## About the Copper Corridor Co-Lab

The Copper Corridor Resilience Hub Network is a project of the Copper Corridor Co-Lab, an informal group of residents dedicated to making all communities in the Copper Corridor thrive and is funded by the Vitalyst Health Foundation. Using a combination of grassroots and systemic approaches, the Copper Corridor Co-Lab is addressing key issues in the region, like promoting self-sufficiency through emergency preparedness and planning, coordinating a regional events calendar,

and addressing housing and land use issues. Through collaborative efforts and community initiatives, the Copper Corridor Co-Lab strives to preserve the area's cultural richness, and enhance quality of life for residents and visitors alike.

If you are interested in knowing more, or becoming involved with the Copper Corridor Co-Lab, contact Lead Facilitator Anna Purpera at [ajcastonguay92@gmail.com](mailto:ajcastonguay92@gmail.com) or 716-462-8882.

## Public Notice

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

The Town of Hayden, Arizona (“Town”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “Grantee”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the Town (the “Franchise”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, highways, and public places within the Town (“Public Rights-of-Way”). Grantee's gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as “gas”) to Town, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee's gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “Gas System Facilities”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

### Section 2 – Term

The Effective Date of this Franchise shall be September 1, 2024. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on August 31, 2049.

### Section 3 – Construction

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

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

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

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

3.4 If Town undertakes, either directly or through a contractor, any construction project adjacent to Grantee's Gas System Facilities, Town shall notify Grantee of such construction project. Grantee will take steps as are reasonably necessary to maintain safe conditions throughout the construction project, including but not limited to the temporary removal or barricading of Grantee's Gas System Facilities, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by Town's contractor, at Town's cost.

### Section 4 – Restoration of Public Rights-of-Way

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

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Section 5 – Franchise Fee  
In consideration of the grant of this Franchise, Grantee must pay to the Town a franchise fee in a sum equal to two percent (2%) of the Gross Revenues (as defined below) from Grantee's sale and/or delivery of gas for all purposes to Grantee's customers within the corporate limits of Town as shown by Grantee's most current billing records (“Franchise Fee”). Grantee's Gross Revenues are derived from the revenues collected by Grantee pursuant to Grantee's Commodity Charge and Basic Service Charge, as provided in the Grantee's Arizona Gas Tariff on file with the Arizona Corporation Commission, as may be amended from time to time. Except as otherwise provided herein, such payment shall be in lieu of all fees and charges otherwise payable or assessable with respect to Grantee's activities hereunder, including without limitation, any permitting and license fees for the construction, installation and/or maintenance of Grantee's Gas System Facilities hereunder, or for inspection thereof. Grantee's payments are due and payable to the Town thirty (30) days after the end of the calendar quarter and deemed late if payment is not received by the Town within thirty (30) days of the due date. For payments not made by the required time, Grantee must pay interest in the amount of 1.5% per month accrued and accruing on any unpaid amount due. The Town may waive interest and penalties for reasonable cause or if casualty beyond Grantee's control renders Grantee unable to compute or estimate the liability from business records.

### Section 6 – Additional Fees and Taxes

Except as otherwise provide herein, Grantee shall pay the following charges, taxes and fees as established in a code or ordinance properly adopted by the Town: General ad valorem property taxes; Transaction privilege and use tax authorized by Town ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the Town, without reduction or offset; Other charges, taxes or fees levied upon businesses generally through the Town provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Town.

### Section 7 – Relocation of Facilities

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

## Public Notice

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

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

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

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

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

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

7.7 All underground abandoned lines shall continue to remain the property of the Grantee, unless the Grantee specifically acknowledges otherwise to the Town Engineer and such is accepted by the Town. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of Town when Grantee's Gas System Facilities are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project that is funded with Town funds.

In the event the governmental function project is paid for totally or in part with non-Town funds, then the Grantee's costs of moving the underground abandoned lines shall be paid by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost. Grantee may contract with Town contractor for such removal.

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

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

accepted by Town as they exist through Blue Staking.

### Section 8 – Indemnification

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

### Section 9 – Consent to Assignment

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

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

### Section 11 – Notices

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:  
To the Town: Town Manager

\_\_\_\_\_  
\_\_\_\_\_  
With a copy to: Town Attorney  
\_\_\_\_\_  
\_\_\_\_\_

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

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

### Section 12 – Voter Approval

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

### Section 13 – Independent Provisions

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

**Section 14 – Default; Dispute Resolution**

## Public Notice

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

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

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, Town and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

### Section 15 – Audit Rights

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

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

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

TOWN OF HAYDEN  
By: \_\_\_\_\_, Mayor  
Date: \_\_\_\_\_  
ATTEST: \_\_\_\_\_, Town Clerk  
APPROVED AS TO FORM:  
\_\_\_\_\_, Town Attorney  
SOUTHWEST GAS CORPORATION  
A California Corporation  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
CBN Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24, 7/24/24



## Public Notice

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

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

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

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

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

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

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

Sección 4. Restauración de los Derechos de Paso Público

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

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

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

5.2 Se agregará una multa del cinco por ciento (5%) a los pagos que no se realicen dentro del tiempo requerido luego de notificar por escrito al Beneficiario y ofrecer una oportunidad de subsanación. La Ciudad podría no exigir esta sanción por causa justificada.

### Sección 6: Cargos e impuestos adicionales

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

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

### Sección 7: Reubicación de las instalaciones

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

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

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

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

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

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

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

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

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

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

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

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

### Sección 8: Indemnización

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

### Sección 9: Consentimiento de asignación

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

### Sección 10: Franquicia no exclusiva

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

### Sección 11: Notificaciones

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

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

Attn: Gloria Ruiz  
P.O. Box 386

Winkelman, AZ 85192

Con una copia a: Town Attorney

Attn: Nicholas Cook  
1115 E. Cottonwood Ln, Suite 150

Casa Grande, AZ 85122

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

Southwest Gas Corporation  
1600 E. Northern Avenue

Phoenix, Arizona 85020

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

Southwest Gas Corporation  
8360 S Durango Dr.

Las Vegas, NV 89113

### Sección 12: Aprobación de los votantes

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

### Sección 13: Disposiciones independientes

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

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

### Sección 14: Incumplimiento; Resolución de disputas

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

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

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

Sección 15: Derechos de auditoría

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

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

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

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

CIUDAD DE WINKELMAN

Por: Louis Bracamonte, Alcalde

Fecha: \_\_\_\_\_

DA FE: Gloria Ruiz, Secretaria de la Ciudad

APROBADO SEGÚN EL FORMULARIO:

Nicholas Cook, Abogado de la Ciudad

SOUTHWEST GAS CORPORATION una corporación de California

Por: \_\_\_\_\_

Fecha: \_\_\_\_\_

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

## SHOP LOCAL. BUY LOCAL. SUPPORT LOCAL.

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

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

Person under 18 years of age.

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

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

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

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

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

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

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

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

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

DATED this 27th day of June, 2024.

KRISTIN K. MAYES  
Attorney General  
/S/William F. Bevins  
WILLIAM F. BEVINS  
Assistant Attorney General  
7/10, 7/17, 7/24, 7/31/24  
CNS-3828781#  
SAN MANUEL MINER  
MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24

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

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

Person under 18 years of age.

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

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

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

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

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

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

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

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

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

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

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

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

Person under 18 years of age.

TO: MEAGAN ANN DAILY and SETH MITCHELL KALLINA, parents and/or guardians of the above-named children.

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

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

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

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

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

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

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

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

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

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

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

Person under 18 years of age.

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

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

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

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

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

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

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

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

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

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

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

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

Person under 18 years of age.

TO: LISSETTE VIVIANA MORENO, MARK ANTHONY BUSTOS, and ROBERT CHACON A.K.A. MARIO CHACON, parents and/or guardians of the above-named children.

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

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

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

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

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

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

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

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

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

**Public Notice**

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

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

**Public Notice**

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

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA In the Matter of the Estate of: LARRY BRUCE JAMES, Deceased. AND THE JAMES FAMILY TRUST U/A/D September 16, 1988 Case No. PB2021-004553 NOTICE OF APPEARANCE HEARING (Assigned to Honorable Elizabeth Bingert) WARNING This is a legal notice; your rights may be affected. [Este es un aviso legal. Sus derechos podrian ser afectados.] You are not required to attend this hearing. However if you oppose any of the relief requested in the petition that accompanies this notice, you must file with the court a written response at least 7 calendar days before the hearing date OR you or your attorney must attend the hearing by following the instructions provided in this notice. Any written response must comply with Rule 15(e) of the Arizona Rules of Probate Procedure. If you do not file a timely response or attend the hearing: (1) The Court may grant the relief requested in the petition without further proceedings, and (2) You will not receive additional notices of court proceedings relating to the petition unless you file a Demand for Notice pursuant to Title 14, Arizona Revised Statutes. NOTICE IS HEREBY GIVEN that Thomas G. Asimou, Esq. and Meagan M. Pollnow, Esq., of the law firm Asimou & Associates, PLC, attorneys for Successor Trustee, Camelback Fiduciary, LLC (License No. 20812), have filed with the above-referenced Court a Petition to Approve Sale of Real Property (hereinafter "Petition"). The basis of this Petition is for Successor Trustee to sell the real property located at 208 S. Rim Club Drive, Payson 85541, which is legally described as: Lot 37, OF THE RIM GOLF CLUB, PHASE ONE, according to the Plat of Record in the Office of the County Recorder of Gila County, Arizona, Recorded in Map(s) No. 713 through 713EE. As set forth in the Petition, the Proposed Sales price of the real Property is a sum of approximately \$1,025,000.00, subject to higher bids received at the hearing on the Petition. An appearance hearing has been set to consider the Petition on the 23rd day of July, 2024, at the hour of 9:30 a.m. before the Honorable Elizabeth Bingert 101 W. Jefferson Street, East Court Building 513, Phoenix, Arizona 85003, telephone number (602) 372-0270. The hearing will be conducted via Court Connect. The information for Court Connect is as follows: tinyurl.com/bazmc-pc02 OR Dial-in: +1 917-781-4590 Conference ID: 454 344 082# RESPECTFULLY SUBMITTED this 3 day of July, 2024.

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

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



## Patronize Our Advertisers

### Public Notice

#### NOTICE TO CREDITORS Case No: PB202400315

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR PINAL COUNTY In the Matter of the Estate of DERENDA LEE, Deceased. NOTICE IS HEREBY GIVEN THAT NANCY RIDDICK has been 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 within sixty (60) days after the mailing or delivery of this notice, whichever is later, or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at NANCY RIDDICK, c/o MARZ LAW, LLC, 3300 N. Central Avenue, Suite 800, Phoenix, Arizona 85012. DATED this 11th day of July, 2024. MARZ LAW, LLC By: /s/Rachel K. Butts JESSE J. MARZIALE, Esq. RACHEL K. BUTTS, Esq. Attorneys for Personal Representative

7/24, 7/31, 8/7/24  
CNS-3833387#  
SAN MANUEL MINER  
MINER Legal 7/24/24, 7/31/24, 8/7/24

### Public Notice

Person Filing: Simon A. Kubiak Address (if not protected): 1095 W. Queen Creek Rd., Ste 4 City, State, Zip Code: Chandler, AZ 85248 Telephone: 480-470-7000 Email Address: simon@walkinwills.com Lawyer's Bar Number: 033542 Representing Attorney for Petitioner SUPERIOR COURT OF ARIZONA PINAL COUNTY In the Matter of the Estate of: Benjamin Allen Miller an Adult Case Number: PB202400336 NOTICE TO CREDITORS OF INFORMAL APPOINTMENT OF PERSONAL REPRESENTATIVE AND/OR INFORMAL PROBATE OF A WILL NOTICE IS GIVEN THAT: 1. PERSONAL REPRESENTATIVE: (name) Rebecca Miller has been appointed Personal Representative of this Estate on (date), July 1, 2024 Address: 1095 Queen Creek, Chandler AZ 85248 2. DEADLINE TO MAKE CLAIMS: All persons having claims against the Estate are required to present their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. 3. NOTICE OF CLAIMS: Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at (address) Walk-in Wills, PLLC 1095 W. Queen Creek, Chandler, AZ 85248 4. NOTICE OF APPOINTMENT. A copy of the Notice of Appointment is attached to the copies of this document mailed to all known creditors. DATED: July 8, 2024 /s/ Rebecca Miller Personal Representative Rebecca Miller Name of Person Filing: Simon A. Kubiak, Esq. Street Address : 1095 W. Queen Creek Rd., Ste 4 City, State, Zip Code: Chandler, AZ 85248 Telephone: 480-470-7000 Email Address: simon@walkinwills.com Represented by Attorney If Attorney, Bar Number: 033542 SUPERIOR COURT OF ARIZONA PINAL COUNTY In the Matter of the Estate of: Benjamin Allen Miller an Adult Case Number: PB202400336 LETTER OF APPOINTMENT OF PERSONAL REPRESENTATIVE AND ACCEPTANCE OF APPOINTMENT AS PERSONAL REPRESENTATIVE HONORABLE: REBECCA PADILLA PROBATE REGISTRAR LETTERS OF PERSONAL REPRESENTATIVE Rebecca L. Miller (name) is appointed as Personal Representative of this Estate without restrictions except as follows: none Witness my hand and seal this 1st day of July, 2024 /s/ Rebecca Padilla Clerk of the Superior Court by ILLEGIBLE (Deputy Clerk)

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

### Public Notice

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

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

7/17, 7/24, 7/31/24  
CNS-3832616#  
SAN MANUEL MINER  
MINER Legal 7/17/24, 7/24/24, 7/31/24

### Public Notice

#### SUMMONS

Case No. S1100CV202302593  
IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF PINAL Pilot Flying J Direct Bill Plaintiff(s), v. Tena Transport Inc. Defendant(s). To: Tena Transport Inc. WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUMMONS CAREFULLY. IF YOU DO NOT UNDERSTAND IT, CONTACT AN ATTORNEY FOR LEGAL ADVICE. 1. A lawsuit has been filed against you. A copy of the lawsuit and other court papers were served on you with this Summons. 2. If you do not want a judgment taken against you without your input, you must file an Answer in writing with the Court, and you must pay the required filing fee. To file your Answer, take or send the papers to Clerk of the Superior Court, 971 Jason Lopez Circle Building A, Florence, Arizona 85132 or electronically file your Answer through one of Arizona's approved electronic filing systems at <http://www.azcourts.gov/eilinginformation>. Mail a copy of the Answer to the other party, the Plaintiff, at the address listed on the top of this Summons. Note: If you do not file electronically you will not have electronic access to the documents in this case. 3. If this Summons and the other court papers were served on you within the State of Arizona, your Answer must be filed within TWENTY (20) CALENDAR DAYS from the date of service, not counting the day of service. If this Summons and the other court papers were served on you outside the State of Arizona, your Answer must be filed within THIRTY (30) CALENDAR DAYS from the date of service, not counting the day of service. Requests for reasonable accommodation for persons with disabilities must be made to the court by parties at least 3 working days in advance of a scheduled court proceeding. GIVEN under my hand and the Seal of the Superior Court of the State of Arizona in and for the County of PINAL SIGNED AND SEALED this date: December 28, 2023 Rebecca Padilla Clerk of Superior Court By: MMASTERS Deputy Clerk A copy of the Summons and Complaint may be obtained by contacting Plaintiff's attorney, Kimberly Earp, at Lippman Recupero, 1325 N Wilmot Rd, Tucson, AZ 85712, (520)760-4036.

7/24, 7/31, 8/7, 8/14/24  
CNS-3834566#  
SAN MANUEL MINER  
MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

### Public Notice

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

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

### Public Notice

#### SUMMONS

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

7/3, 7/10, 7/17, 7/24/24  
CNS-3827509#  
SAN MANUEL MINER  
MINER Legal 7/3/24, 7/10/24, 7/17/24, 7/24/24

### Public Notice

#### Notice Of Trustee's Sale

Recorded: 07/05/2024 The following legally described property will be sold, pursuant to the power of sale under that certain Deed of Trust ("Deed of Trust") dated December 1, 2020, recorded on December 7, 2020 at Recorder's No. 2020-127324, records of Pinal County, Arizona. NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE. UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL. The trust property will be sold at public auction to the highest bidder at the Main Entrance to the Superior Court Building, Pinal County Courthouse, 971 Jason Lopez Circle, Building A, Florence, AZ 85132 on October 11, 2024 at 10:00 a.m. The sale will be made for cashier's check or other form of payment satisfactory to the Trustee (payable at the time of sale or as allowed by the Trustee under Arizona law), but without covenant or warranty, express or implied, regarding title, condition, possession, or encumbrances, to pay the obligations secured by the Deed of Trust. The following additional information concerning the trust real property, the Deed of Trust, and the Trustee's Sale is hereby provided. Situs Address: Land Legal Description: See attached Exhibit A Tax Parcel Number: 509-36-0010 Original Principal Balance: \$54,000.00 Beneficiary's Name and Address: Daniel Guerra, an unmarried man PO Box 1852 Coolidge, AZ 85128 Trustor's Name and Address: Daniel Guerra, a single man 909 N Park Avenue Casa Grande, AZ 85122 Trustee's Name and Contact: Bert D. Millett, Esq. Orangewood Law Group, PLC 1930 E Brown Road, Suite 103 Mesa, Arizona 85203 bert@orangewoodlaw.com 480-500-9741 The successor trustee appointed herein qualifies as a trustee of the trust deed in the trustee's capacity as a member of the State Bar of Arizona as required by Arizona Revised Statutes § 33-803(A)(2). This sale will not exhaust the power of sale contained in the Deed of Trust as to any remaining property encumbered by the Deed of Trust described above, which may, at the Beneficiary's option, be sold in one or more subsequent sale proceedings. The recodation of this Notice does not constitute an election to proceed against any given collateral, or to pursue any given remedy, to the exclusion of any other collateral or remedy. The Trustee and the Beneficiary hereby expressly reserve the right, without impairing the effectiveness of this sale, to conduct one or more further judicial or non-judicial sales of any of the Beneficiary's collateral if considered necessary or advisable to foreclose out the interests of other parties who may claim to have an interest in any portion of the Beneficiary's collateral or to otherwise clear or perfect title to any portion of or interest in such collateral. Dated July 5, 2024. /s/ Bert D. Millett, Esq., a member of the State Bar of Arizona, Successor Trustee State Of Arizona ) ss. County of Maricopa ) This instrument was acknowledged before me this 5 day of July, 2024, by Bert D. Millett, Esq., a member of the State Bar of Arizona, Successor Trustee. /s/ Le L Hong Notary Public My Commission Expires August 10, 2027 Exhibit A Lot 1 Of Desert Vista Unit Four, According To The Plat Of Record In The Office Of The County Recorder Of Pinal County, Arizona In Book 8 Of Maps, Page 24. Property Address: 10414 N Tuzigoot Dr Casa Grande, AZ 85122 Assessor's Parcel No. 509-36-0010

MINER Legal 7/24/24, 7/31/24, 8/7/24, 8/14/24

### Public Notice

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

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

### Public Notice

NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR I. Name: Swiss Family L.L.C. File No. 23701385 II. The address of the known place of business is: 99995 E Messina Road San Manuel, AZ 85631 III. The name and street address of the Statutory Agent is: Fabienne Lutz 99995 E Messina Road San Manuel, AZ 85631 Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: Fabienne Lutz 99995 E Messina Road San Manuel, AZ 85631 member

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

### Public Notice

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

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

# SUMMER CAMP

Continued from page 10

for the birds to enjoy!

## Serving Up S'Mores

These Campmate S'mores Brownies bring a twist to the classic treat and are a sweet way to end a long day of camping fun.

Supplies:

- Little Bites Fudge Brownies
- Marshmallows
- Chocolate squares

- Graham crackers
- Chocolate frosting
- Butter knife (to spread)

Directions:

Spread frosting atop Little Bites Fudge Brownies. Then, place marshmallows on a baking sheet and have parents stick it in the oven at 450 degrees F for 3-4 minutes until toasty. Remove marshmallows from the oven

and allow to cool for 2 minutes. Place a toasted marshmallow on top of the icing, and add a mini graham cracker and chocolate square. Enjoy!

Additionally, Little Bites Snacks is kicking off a summer full of fun camp-themed giveaways! From now through Aug. 6, fans can enter daily for a chance to win a Grizzly-45 cooler, Robotics STEM Kits, a Roasty 'n Toasty Solo

Stove Bundle and a U.S. National Parks Pass! To enter, visit [littlebites.com/camp-little-bites-2024/you-could-win](https://littlebites.com/camp-little-bites-2024/you-could-win). To learn more about the DIY crafts and to sign up for Camp Little Bites, visit [littlebites.com/camp-little-bites-2024](https://littlebites.com/camp-little-bites-2024).

The downtime of summer doesn't have to be boring – with a few supplies, you can set up camp at home and get the adventure started!

## Public Notice

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

Section 1 – Grant of Franchise  
The Town of Winkelman, Arizona (“**Town**”) hereby grants to Southwest Gas Corporation, a corporation organized and existing under and by virtue of the laws of the State of California (herein called “**Grantee**”), its successors and assigns, the right and privilege to construct, maintain and operate its gas system and gas system facilities, as defined herein, upon, over, along, across and under the present and future public rights-of-way within the Town (the “**Franchise**”). These public rights-of-way include, but are not limited to, present and future roads, streets, alleys, ways, bridges, highways, and public places within the Town (“**Public Rights-of-Way**”). Grantee's gas system is for the purpose of supplying natural gas, renewable natural gas, hydrogen and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas, renewable natural gas, hydrogen and/or artificial gas (herein all types of gas will be collectively referred to as “**gas**”) to Town, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes. Grantee's gas system includes a transmission and distribution system of gas mains, pipelines and conduits, together with all necessary or desirable appurtenances including, but not limited to pipes, laterals, service lines, pumps, manholes, meters, gauges, valves, traps, fences, vaults, regulators, regulator stations, appliances, attachments and related equipment, facilities, appurtenances and/or property for the purpose of supplying gas (individually, and collectively, “**Gas System Facilities**”). Grantee shall have the right to install, maintain, construct, operate, use, repair or replace any or all of its Gas System Facilities from time to time as may be necessary.

### Section 2 – Term

The Effective Date of this Franchise shall be \_\_\_\_\_. This Franchise shall continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date. Unless terminated earlier by written agreement of the parties, this Franchise will expire on \_\_\_\_\_.

### Section 3 – Construction

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

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

## Public Notice

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

3.4 Grantee shall not install, construct, maintain or use its Gas System Facilities in a manner that damages or interferes with any existing facilities of another utility located in the Public Right-of-Way.

3.5 Upon request, Grantee shall provide the Town with, on an annual basis, its known proposed capital plan and reasonably foreseeable future corridor plans for all improvements in the Town's planning area. The Town shall provide Grantee with its proposed capital improvement plan on an annual basis.

3.6 If Town undertakes, either directly or through a contractor, any construction project adjacent to Grantee's Gas System Facilities, Town shall notify Grantee of such construction project. Grantee will take steps as are reasonably necessary to maintain safe conditions throughout the construction project, including but not limited to the temporary removal or barricading of Grantee's Gas System Facilities, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by Town's contractor, at Town's cost.

### Section 4 – Restoration of Public Rights-of-Way

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

## Public Notice

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

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

### Section 6 – Additional Fees and Taxes

Except as otherwise provide herein, Grantee shall pay the following charges, taxes and fees as established in a code or ordinance properly adopted by the Town: General ad valorem property taxes; Transaction privilege and use tax authorized by Town ordinance and billed by Grantee from users and consumers of gas within the corporate limits of the Town, without reduction or offset; Other charges, taxes or fees levied upon businesses generally through the Town provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Town.

D. Overtime charges related to inspections that occur after business hours, on weekends, or during Federal holidays.

### Section 7 – Relocation of Facilities

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

## Public Notice

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

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

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

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

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

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

7.7 Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this Franchise. If Town requires Grantee to relocate Grantee's facilities to avoid conflict with the installation or relocation of other utility facilities, then the costs and expenditures associated with relocating Grantee's facilities shall be paid by the Town.

7.8 All underground abandoned lines shall continue to remain the property of the Grantee, unless the Grantee specifically acknowledges otherwise to the Town Engineer and such is accepted by the Town. Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of Town when Grantee's Gas System Facilities are in direct, physical conflict with Town facilities that will be installed as part of a Town governmental function project that is funded with Town funds. In the event the governmental function project is paid for totally or in part with non-Town funds, then the Grantee's costs of moving the underground abandoned lines shall be paid by the source of the non-Town funds or the Town in the same ratio as the non-Town funds bear to the total project cost. Grantee may contract with Town contractor for such removal.

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

## Public Notice

Upon such transfer, Town shall assume, and Grantee shall be relieved of, any and all obligations or responsibilities with respect to the abandoned lines.

7.8.2 Grantee must identify the location of any known abandoned lines not accepted by Town as they exist through Blue Staking.

### Section 8 – Indemnification

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

### Section 9 – Consent to Assignment

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

### Section 10 – Franchise: Non-Exclusive

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

### Section 11 – Notices

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the Town: Town Clerk

Attn: Gloria Ruiz

P.O. Box 386

Winkelman, AZ 85192

With a copy to: Town Attorney

Attn: Nicholas Cook

1115 E. Cottonwood Ln, Suite 150

Casa Grande, AZ 85122

To Southwest Gas Corporation: Public Affairs Department

1600 E. Northern Avenue

Phoenix, Arizona 85020

With a copy to: Legal Affairs Department

Southwest Gas Corporation

8360 S Durango Dr.

Las Vegas, NV 89113

### Section 12 – Voter Approval

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

### Section 13 – Independent Provisions

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

**Section 14 – Default; Dispute Resolution**

## Public Notice

14.1 Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from the other party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance.

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

14.3 If a dispute between the parties arising out of this Franchise cannot be resolved by the parties, Town and Grantee agree to attempt resolution through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the Presiding Judge of the Pinal County Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

### Section 15 – Audit Rights

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

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

15.3 If an audit determines Grantee has underpaid the City by 10% or more of amounts due (excluding penalties), Grantee will reimburse the City for the cost and expenses related to the audit.

We, the undersigned, Mayor and Town Council of the Town of Winkelman, Arizona, pass and adopt this Franchise Agreement this \_\_\_\_ day of \_\_\_\_\_.

TOWN OF WINKELMAN

By: \_\_\_\_\_ Louis Bracamonte,

Mayor

Date: \_\_\_\_\_

ATTEST: Gloria Ruiz, Town Clerk

APPROVED AS TO FORM: Nicholas

Cook, Town Attorney

SOUTHWEST GAS CORPORATION

A California Corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

7/17/24, 7/24/24



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## Public Notice

### ACUERDO DE FRANQUICIA ENTRE SOUTHWEST GAS CORPORATION

#### LA CIUDAD DE HAYDEN, ARIZONA

#### Sección 1: Concesión de la franquicia

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

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

#### Sección 2: Plazo de duración

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

#### Sección 3: Construcción

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

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

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

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

#### Sección 4: Restauración de los Derechos de Paso Público

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

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

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

#### Sección 6: Cargos e impuestos adicionales

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

#### Sección 7: Reubicación de las instalaciones

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

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

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

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

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

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

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

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

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

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

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acepte, mediante el sistema de "Blue Staking".

#### Sección 8: Indemnización

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

#### Sección 9: Consentimiento de asignación

El Beneficiario, sus sucesores y cesionarios pueden asignar el derecho, privilegio y franquicia que se otorgan en el presente, en su totalidad o en parte, a cualquier persona certificada por la Comisión de Corporaciones de Arizona para asumir los deberes y obligaciones del Beneficiario en virtud del presente. Sección 10: Franquicia no exclusiva Esta Franquicia no es exclusiva, y nada de lo contenido en el presente documento se interpretará en el sentido de impedir que la Ciudad conceda derechos o privilegios similares a cualquier otra persona, empresa o corporación.

#### Sección 11: Notificaciones

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Southwest Gas Corporation  
1600 E. Northern Avenue  
Phoenix, Arizona 85020

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

Southwest Gas Corporation  
8360 S Durango Dr.  
Las Vegas, NV 89113

#### Sección 12: Aprobación de los votantes

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

#### Sección 13: Disposiciones independientes

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

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declare inválida o inconstitucional.

#### Sección 14: Incumplimiento; Resolución de disputas

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

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

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

#### Sección 15: Derechos de auditoría

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

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

CIUDAD DE HAYDEN

Por: \_\_\_\_\_, Alcalde

Fecha: \_\_\_\_\_, Secretario de la Ciudad

APROBADO SEGÚN EL FORMULARIO:

\_\_\_\_\_ Abogado de la Ciudad

SOUTHWEST GAS CORPORATION  
una corporación de California

Por: \_\_\_\_\_

Fecha: \_\_\_\_\_  
CBN Legal 6/26/24, 7/3/24, 7/10/24, 7/17/24, 7/24/24

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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issued at no cost under this Franchise.

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

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

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

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

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

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

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

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



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

**Section 4. – Indemnification:**

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

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

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

**Section 6. – Franchise Fee:**

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

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

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

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

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

**Section 7. – Additional Fees and Taxes:**

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

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

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

C. Other charges, taxes or fees generally levied upon businesses by Town, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within Town.

**Section 8. – Term:**

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

**Section 9. – Franchise: Non-Exclusive:**

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

**Section 10. – Conflicting Ordinances:**

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

**Section 11. – Independent Provisions:**

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

**Section 12. – Town Use of Facilities:**

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

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

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

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

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

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

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

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

**Section 13. – No Third Party Beneficiaries:**

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

**Section 14. – Voter Approval Required:**

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

**Section 15. – Notices:**

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To Town:  
Town of Winkelman  
Attn: Town Clerk  
P.O. Box 386  
Winkelman, AZ 85192

B. To Arizona Public Service:  
Arizona Public Service Company  
Office of the Corporate Secretary  
400 N 5<sup>th</sup> Street, Mail Station 8602  
Phoenix, Arizona 85004

**Section 16. – Adoption:**

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

TOWN OF WINKELMAN

By \_\_\_\_\_  
Louis C. Bracamonte, Mayor  
On behalf of the Town of Winkelman  
Date: \_\_\_\_\_  
ARIZONA PUBLIC SERVICE COMPANY,  
An Arizona Corporation

By \_\_\_\_\_  
Tony J. Tewelis, APS Vice President  
Transmission & Distribution Operations  
On behalf of Arizona Public Service Co.  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Gloria Ruiz, Town Clerk  
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nicholas Cook, Town Attorney  
**CBN Legal 6/19, 6/26, 7/3/24, 7/10/24, 7/17/24, 7/24/24**

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

#### Sección 1. – Concesión de franquicia:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**Sección 4. – Indemnización:**

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

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

**Sección 5. – Restauración de derechos de paso:**

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

**Sección 6. – Tarifa de Franquicia:**

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

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

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

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

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

**Sección 7. – Impuestos y cuotas adicionales:**

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

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

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

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

**Sección 8. – Plazo:**

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

**Sección 9. – Franquicia: No exclusiva:**

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

**Sección 10. – Ordenanzas conflictivas:**

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

**Sección 11. – Previsiones independientes:**

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

**Sección 12. – Uso del Pueblo de las instalaciones:**

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

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

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

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

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

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

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

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

**Sección 13. – Ningún beneficiario tercero:**

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

**Sección 14. – Aprobación electoral requerida:**

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

**Sección 15. – Notificaciones:**

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

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

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

**Sección 16. – Adopción:**

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

PUEBLO DE WINKELMAN

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

ARIZONA PUBLIC SERVICE COMPANY,  
Una corporación de Arizona

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

**TESTIGO:**

\_\_\_\_\_  
Gloria Ruiz, Secretaria del Pueblo  
**APROBADO EN SU FORMA:**

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

## Public Notice

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**

## 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 OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder at the main entrance to the Superior Court Building, 971 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 GOTTMANN, 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 NO. PB202400170

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

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

CNS-3829248#

**SAN MANUEL MINER**

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

## Public Notice

TS#: 2240626108

### Notice of Trustee's Sale

Recorded: 06/26/2024 Loan #: 10920100028230 Order #: The following legally described trust property will be sold, pursuant to the power of Sale under that certain Deed of Trust dated 5/21/2020 and recorded on 5/27/2020 as Instrument # 2020-049514, in the office of the County Recorder of Pinal County, Arizona, NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5:00 P.M. MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR at public auction to the highest bidder at Main entrance to the Superior Court Building, 971 N. Jason Lopez Circle, Building A, Florence, AZ, on 9/27/2024 at 10:00 AM of said day: See legal description, attached hereto and made a part hereof. Street address or identifiable location: 1918 Mountain View Pl, Lot 11 Oracle, AZ 85623 A.P.N.: 308-03-0770 Original Principal Balance: \$37,000.00 Name and address of original Trustor: (as shown on the Deed of Trust) Daniel Allen Dickinson, a unmarried man 3115 E. Greenlee, Unit 2 Tucson, Arizona 85716 Name and address of beneficiary: (as of recording of Notice of Sale) Nathan Everett Cotts, as Trustee of the Tucker Family Supplemental Benefits Trust dated May 14th, 2019, P.O. Box 1023 Kearny, AZ 85137 Name, Address & Telephone Number Of Trustee: (as of recording of Notice of Sale) Tolesoaz Corp. d/b/a Total Lender Solutions, an AZ Corp. One West Deer Valley Rd., Ste 103 Phoenix, Arizona 85027 623-581-3262 For Sales Information go to: TLSales.info Dated: 6/26/2024 Tolesoaz Corp. d/b/a Total Lender Solutions, an AZ Corp. /s/ Tina Biskupiak, Authorized Signatory Manner of Trustee Qualification: Real Estate Broker Name of Trustee's Regulator: Arizona Department of Real Estate (State of Arizona)ss County of Maricopa) On 6/26/2024, before me, Morgan Diaz, Notary Public, personally appeared Tina Biskupiak, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. In Witness Whereof I hereunto set my hand and official seal. /s/ Morgan Diaz Notary Public My Comm. Expires 02-12-25 Legal Description: Lot 11, Of Oracle Mountain View Estates, According To The Plat Of Record In The Office Of The County Recorder Of Pinal County, Arizona, Recorded In Cabinet A, Slide 75  
**MINER Legal 7/10/24, 7/17/24, 7/24/24, 7/31/24**

## Public Notice

TS 24-100

### Notice Of Trustee's Sale

Recorded: 06/11/2024 The following legally described trust property will be sold, pursuant to the power of sale under that certain Deed of Trust recorded in the office of the County Recorder of Pinal County, Arizona, 4/25/2022 in Pinal County, Arizona Recorder's Number 2022-049241. NOTICE! IF YOU BELIEVE THERE IS A DEFENSE TO THE TRUSTEE'S SALE OR IF YOU HAVE AN OBJECTION TO THE TRUSTEE'S SALE, YOU MUST FILE AN ACTION AND OBTAIN A COURT ORDER PURSUANT TO RULE 65, ARIZONA RULES OF CIVIL PROCEDURE, STOPPING THE SALE NO LATER THAN 5 PM MOUNTAIN STANDARD TIME OF THE LAST BUSINESS DAY BEFORE THE SCHEDULED DATE OF THE SALE, OR YOU MAY HAVE WAIVED ANY DEFENSES OR OBJECTIONS TO THE SALE, UNLESS YOU OBTAIN AN ORDER, THE SALE WILL BE FINAL AND WILL OCCUR AT PUBLIC AUCTION TO THE HIGHEST BIDDER BY THE MAIN ENTRANCE TO THE ARIZONA SUPERIOR COURT BUILDING, 971 JASON LOPEZ CIRCLE, BUILDING A, FLORENCE, ARIZONA 85132 ON SEPTEMBER 11, 2024, AT 11:00 AM ARIZONA TIME: Property in Pinal County, State of Arizona, described as: See attached Exhibit A for Legal Description According To The Deed Of Trust Or Information Supplied By The Beneficiary. The Following Information Is Provided Pursant To A.R.S. § 33-808 (C): Name And Address Of Trustor: T.T. 88 Group LLC, An Arizona Limited Liability Company, 37222 N Tom Darlington Dr, Unit 11, Carefree, AZ 85377 Original Principal Balance: \$770,000.00 Tax Parcel Number: 104-92-056 Beneficiaries: Playmakers, LLC, as to an undivided 56%, and Paradise Wire and Cable DBPP, as to an undivided 44%, both Arizona Limited Liability Companies, C/O Hanson Capital, LLC, 1825 W. Knudsen Dr, Suite 130B Phoenix, AZ 85027. Identifiable Location: 3204 S Ponderosa Dr. Gold Canyon, AZ 85118 Name And Address Of Trustee (as of date of recording of sale): Ronald B. Herb, licensed real estate broker 5420 W Onyx Ave. Glendale, AZ 85302. 602-488-1349 ronaherbg@gmail.com Qualifications To Be Trustee: Licensed Real Estate Broker in Arizona. Agency Regulation Trustee: Arizona Dept. of Real Estate. Dated 6-5-24 /s/ Ronald B. Herb-Trustee (State Of Arizona ) ss County of Maricopa ) Acknowledged before me on 6-5-24 by Ronald B. Herb, licensed real estate broker and trustee of the above described deed of trust. /s/ Robert Tolliver Notary Public My Commission Expires January 3, 2025 Exhibit A Legal Description Lot 56, of Ponderosa Village At Superstition Foothills, according to the Plat of record in the office of the County Recorder of Pinal County, Arizona, recorded in Cabinet C, Slide 10, and Affidavits of Correction recorded May 1, 1998 in Recording No: 1998-017084, and in Recording No: 1998-024008, both of official records. Except 1/16 of all gas, oil, metals and Mineral rights, as set forth in ARS 37-231, Subsection C, as reserved in the Patent from the State of Arizona recorded in Docket 763, Page 149. Except 1/16th of all oil, gas other hydrocarbon substances, helium or other substances of a gaseous nature, Coal, metals, minerals, fossils, fertilizer of every name and and description, together with all uranium, thorium, or any other materials which may be determined to be particularly essential to the production of fissionable materials as provided by ARS 37-231, as reserved in the patent from the State of Arizona recorded in Docket 1047, Page 668; and in Docket 988, Page 285; and in Docket 1226, Page 175; and in Docket 1216, Page 254; and in Docket 968, Page 158; and in Docket 968, Page 160; and in Docket 1031, Page 105; and in Docket 1029, Page 670  
**MINER Legal 7/17/24, 7/24/24, 7/31/24, 8/7/24**



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

Deadline Friday 5 pm

**1. Automobile**

1991 3/4T Square Body Suburban used upper & lower "A" arms, front spindles/brakes; rear axle/differential marked HKT G2141, spring pads marked 060. Front, middle, and rear seats with belts with front storage console. Variety of 70's Datsun Z left over project parts including set 2+2 doors. Parting out 1975 GMC C20 3/4T pickup with paper. Frame mutilated. Used 250 & 292 engine parts. Call Roger @ 520-363-5175.

**1. Automobile****Got a car or truck to sell?**

Get it sold fast.  
Use the classified.

Place it online at  
[bit.ly/2kcmZaP](http://bit.ly/2kcmZaP)

**20. Help Wanted****NOW Hiring Deli Bakery Manager at Norm's IGA**

A deli manager is responsible for monitoring the daily operations of the bakery/deli delegating tasks to staff, supervising the food orders and services, maintaining adequate stock inventory, and finding ways to minimize production costs without compromising quality service.

Key skills include customer service, problem solving, leadership, effective communication, teamwork, and financial and inventory management. A thorough knowledge of food safety guidelines and the ability to work under pressure are also necessary.

Working as a deli manager isn't for everyone. This is a demanding job that requires a host of skills in many different areas. Apply at the store: 345 Alden Rd., Kearny.

**20. Help Wanted**

Find your next job in the classified!

**20. Help Wanted****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](http://copperarea.com/pages/forms).  
Click the link under "Send us a classified ad"  
to get your listing published today!

**10. Business Services****10. Business Services****PRINTING**

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139 W. 8th Ave., SM \* (520) 363-5554

[CbnSun@MinerSunBasin.com](mailto:CbnSun@MinerSunBasin.com)

**20. Help Wanted****20. Help Wanted****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](http://rayusd.org)

**Ray Unified School District #3  
Position Announcement**

**Position Type:** Physical Education Teacher (Grades K-6)

**Date Posted:** 07/16/2024

**Location:** Kearny, Arizona

**Closing Date:** Until Filled

**Position Goals:** Provide a quality physical education program that motivates students to develop skills, attitudes and knowledge needed for a lifetime of physical activity.

**Description:**

- Contract: 10-Month Position/145 days/4-day work week
- Start Date 08/1/2024

**Qualification:**

- Bachelor's Degree from an accredited college/university
- Valid Arizona Elementary or Secondary Teacher Certification with Physical Education K-12 endorsement (required)
- AZ IVP Fingerprint Clearance Card (required)

**Salary:** Teachers Salary Schedule

**Benefits:**

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

*To formally apply for this position, please visit the Ray Unified School District Office.*

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 duties and responsibilities. While performing the duties of this job, the employee is regularly required to move about the field, gym, weight room, classroom and campus and talk and hear. The employee is frequently required to use hands and fingers to feel objects, tools, controls and to reach with hands and arms, bend, kneel and crouch, and occasionally lift or carry up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision and the ability to adjust focus.

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

**CLASSIFIED**

Deadline Friday 5 pm

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

The 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!

**Oracle Apartments**

1256 W. Neal St., Oracle, AZ 85623

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39 modern 1 & 2 bedroom apartments for individuals, families and seniors, families, and disabled. Subsidy depending on availability and eligibility. Certain income restrictions apply. Federally subsidized.

- On-Site Managers Office
- On-Call Maintenance
- Playground/Basketball Hoop
- 30 Minutes from Tucson
- Lease, Security Deposit Required

*This institution is an equal opportunity provider and employer.*

An equal opportunity employer, committed to ensuring non-discrimination in all terms, conditions and privileges.

For information and application, come in or call (520) 896-2618  
T.D.D. (800) 842-4681



Office Hours:  
Wednesday-Thursday  
9 a.m.-2 p.m.

**Amy Whatton Realty**

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

*Helping families find their  
dream homes since 1986.*

**SAN MANUEL**

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

**MAMMOTH**

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

**Amy Whatton Broker**  
(928) 812-2816

**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.

Looking for a **NEW** home?  
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# New gym floor for Hayden Schools



Girls attending the Volleyball Summer Camp at Hayden Schools were the first to play on the new gym floor. The new floor was installed over the summer.

James Carnes | CANP

**SUDOKU**

Call today and receive a  
**FREE SHOWER PACKAGE**  
PLUS \$1600 OFF

**SPECIAL OFFER**

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WALK-IN TUB 1-855-576-5653

With purchase of a new Safe Step Walk-In Tub. Not applicable with any previous walk-in tub purchase. Offer available while supplies last. No cash value. Must present offer at time of purchase. CSLB 1062165 NSCB 0002959 0033445

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## BLM

Continued from page 2

from leasing under the mineral and geothermal leasing laws, for a period of 20 years, subject to valid existing rights.

For more information on the withdrawal, please contact Chris Wonderly at [jwonderly@blm.gov](mailto:jwonderly@blm.gov) or 602-818-8295.

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



# Hayden-Winkelman, Asarco offer summer camps

Hayden Winkelman School District (HWUSD), partnering with Asarco, has announced its first year of multiple day camps, which will provide local students with an opportunity to stay active while learning new skills, or honing ones already learned, throughout their summer break and into the beginning of the school year.

HWUSD Camps will cover a wide range of interests. Parents or legal guardians

may sign children up for the camps they are interested in joining by visiting online at <https://bit.ly/3zyjLNK> and providing your student's information. If you provide an email address you will receive details as the time for camp approaches.

The first three camps were held on July 18 (volleyball), July 22 (basketball) and July 23 (cheer).

There are some more camps scheduled, including:

- Weight Training for 6th-12th grade, Friday, Aug. 2, 10 a.m.-2 p.m.
- Culinary Camp for K-5<sup>th</sup> grade, Friday, Aug. 16, 9 a.m.-2 p.m., and 2:30 p.m.-6:30 p.m. for 6th-12th grade
- Art Camp for grades 4-12, Saturday, Aug. 31, 9 a.m.-12:30 p.m.

Each camp will be held at Hayden High School Gymnasium or Lobby, located at 824 Thorne Ave in Winkelman.

Children need to arrive at camp with

appropriate footwear for basketball, volleyball, weight training and cheer camps. No crocs, sandals or boots will be allowed on the gym floor or in the weight-training area. Water is the only beverage allowed in the gym.

For more information on the camps or items needed, call the Hayden High School at 520-356-7876.

Have a great summer and fun at camp, students!



Participants in the Hayden Schools and Asarco Volleyball Summer Camp.