

## **TOWN OF MIAMI**

### **RESOLUTION NO. 1326**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF MIAMI, ARIZONA, DECLARING THAT THE TOWN COUNCIL DEEMS THE GRANTING OF A FRANCHISE WITH ARIZONA PUBLIC SERVICE BENEFICIAL FOR THE TOWN OF MIAMI; CALLING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF MIAMI THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY; AUTHORIZING AND DIRECTING THE TOWN CLERK AND TOWN MANAGER TO PUBLISH THE PROPOSED FRANCHISE; SPECIFYING THE PROPOSED BALLOT LANGUAGE; SETTING FORTH THE INFORMATIONAL PAMPHLET DEADLINE AND RELATED MATTERS; ESTABLISHING THE CONDUCT OF ELECTIONS INCLUDING PAYMENT OF ELECTION EXPENDITURES; DESIGNATING VOTING RIGHTS ACT REQUIREMENTS; SETTING FORTH THE VOTER REGISTRATION DEADLINE AND EARLY VOTING DATES; PROVIDING FOR PUBLICATION OF ELECTION NOTICES; DESIGNATING THE ELECTION FORMAT; AND PROVIDING FOR THE CANVASSING OF ELECTION RESULTS.**

**WHEREAS**, the Arizona Constitution, Article XIII, Section 4 and Arizona Revised Statutes § 9-501 authorize the Town of Miami (the "Town") to enter into franchise agreement with a public utility if authorized by a majority vote of the qualified voters at a regular or special election duly and regularly called for that purpose; and

**WHEREAS**, on March 11, 2003, the qualified elections of the Town of Miami approved a 25-year franchise agreement with Arizona Public Service Company ("APS") for electrical and distribution facilities throughout the Town of Miami (the "Town") public rights-of-way; and

**WHEREAS**, the current franchise expires on April 1, 2028 terminating APS' rights to utilize the Town rights-of-way for electrical transmission and distribution facilities; and

**WHEREAS**, APS is a public utility that desires to obtain a franchise with the Town in the form attached hereto as Exhibit A; and

**WHEREAS**, the Mayor and Council of the Town of Miami (the "Town Council") has determined that it will be beneficial to the Town to grant a new franchise to APS conferring the right to utilize the Town's rights-of-way for electrical transmission and distribution; and

**WHEREAS**, pursuant to Arizona Constitution, Article XIII, Section 4 and Arizona Revised Statutes § 9-501, a public utility franchise agreement must be approved by a majority of the qualified electors in a primary, general or special election; and

**WHEREAS**, the Town Council desires to submit to the Miami qualified electors the question of whether the proposed franchise agreement shall be granted to APS for electrical transmission and distribution facilities in the public rights-of-way.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI, AS FOLLOWS:**

**SECTION 1.** The recitals above are hereby incorporated as if fully set forth herein.

**SECTION 2.** Pursuant to Arizona Constitution, Article XIII, Section 4 and Arizona Revised Statutes § 9-501, the Town Council hereby calls an Election to be held in the Town of Miami on November 3, 2026 for the purpose of submitting to the proposed franchise with APS in the form attached as Exhibit A.

**SECTION 3.** The Town Clerk and Town Manager are hereby authorized and directed to publish the proposed franchise, Exhibit A, a pursuant to Ariz. Rev. Stat. § 9-502(C).

**SECTION 4.** The question of whether the franchise shall be granted to APS at said Election shall be submitted to the qualified electors of the Town of Miami. The ballot language is substantially in the form set forth in Exhibit B attached hereto (the "Official Ballot") and incorporated herein.

**SECTION 5.** Notice of the Election of November 3, 2026, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the Town not less than thirty-five (35) days before the date of the election.

Pursuant to A.R.S. § 19-141(C), the Town hereby sets 5:00 p.m. on Wednesday, August 5, 2026, as the deadline to submit arguments "for" or "against" the proposed franchise agreement. Each argument shall not exceed 300 words in length.

The Town Clerk is hereby authorized and directed to cause the Informational Pamphlet be prepared and so mailed according to the law and the provisions of this Resolution under the circumstances described herein.

**SECTION 6.** The publication of the call and notice of the Election shall be given, or caused to be given, by the Town Clerk, as provided by law, and as may be deemed necessary and appropriate in the Town Clerk's discretion to advise the public of the elections.

**SECTION 7.** Gila County registration and voting lists will be used for the Election. The last day for voters to register for the Election is October 5, 2026 (no later than 11:59 p.m.). Early voting with respect to the Election will be permitted in accordance with the provisions of A.R.S. Title 16, Chapter 4, Article 8.

**SECTION 8.** The election format for the Election shall be a polling place election. A polling place used in the Town of Miami will be the polling place established by Gila County and used for conducting previous elections in the Town of Miami, if available. The polls will be open

from 6:00 a.m. until 7:00 p.m. on Election Day. The Election may be consolidated with any other election conducted in the Town on those election dates.

**SECTION 9.** To comply with the Voting Rights Act of 1965, as amended, the proceedings pertaining to this election will be translated into languages required by law and posted, published, distributed, and/or recorded in each instance where posting, publication, distribution, and/or recording of such proceedings are required, such as this call of election, the notice of election, ballots, the request for arguments, the informational pamphlet, all early voting materials and all instructions relating thereto, including instructions at the polling places.

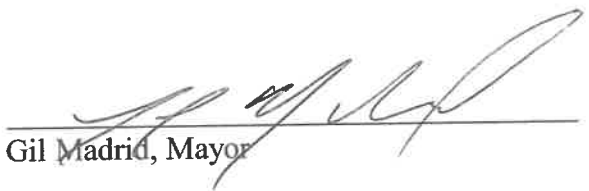
**SECTION 10.** The Election will be held, conducted, and canvassed in the manner provided by law, and only persons who are qualified electors of the Town will vote at the Town elections. Ballots shall be counted by the voting system in use by the Gila County Elections Department for the recordation of the electors' choices as authorized by Arizona law.

**SECTION 11.** All expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the Town of Miami, with such costs for the Election to be reimbursed by APS as specified in Exhibit A.

**SECTION 12.** The Gila County election officials will forward the votes cast to the Town Council for canvassing. The Town Council will meet within 20 days after the election date to canvass the returns of the election and to certify the result, as provided by Arizona law.

**SECTION 13.** The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

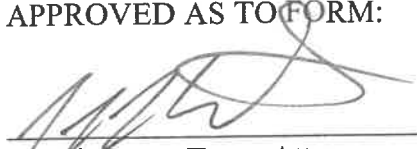
**PASSED AND ADOPTED BY** the Town Council of the Town of Miami, Arizona, this **23rd** day of **March**, 2026.

  
Gil Madrid, Mayor

ATTEST:

  
Karen Norris, Town Clerk

APPROVED AS TO FORM:

  
Joseph Estes, Town Attorney

**EXHIBIT A TO  
RESOLUTION NO. 1326**

[Franchise Agreement]

See following pages.

**FRANCHISE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
THE TOWN OF MIAMI, ARIZONA**

Agreement entered into this 31 day of March, 2026 by and between the Town of Miami, an Arizona municipal corporation, hereinafter referred to as "Town" and Arizona Public Service Company, an Arizona corporation, hereinafter referred to as "Grantee." The Town and Grantee may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

The Parties hereby agree:

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 Miami, 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).

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, 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 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 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 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, 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 April 2, 2028 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 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 April 2, 2028; 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 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 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:

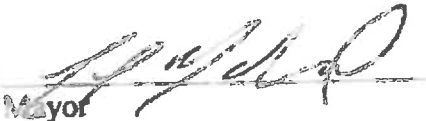
- A. To Town:           Town of Miami  
                          Attn: Town Clerk  
                          500 W. Sullivan St.  
                          Miami, AZ 85122
- B. To Grantee:        Arizona Public Service Company  
                          Office of the Corporate Secretary  
                          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 Miami election on November 3, 2026.

**TOWN OF MIAMI**

By

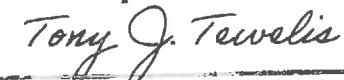
  
Mayor

On behalf of the Town of Miami

Date:        3-23-26

**ARIZONA PUBLIC SERVICE COMPANY,  
An Arizona Corporation**

By

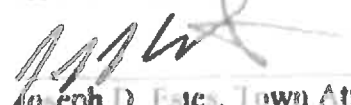
  
Tony J. Tewelis, APS Sr. Vice President  
Transmission & Distribution Operations  
On behalf of Arizona Public Service Co.

Date:        03/31/2026

**ATTEST:**

  
Karen Norris, Town Clerk

**APPROVED AS TO FORM:**

  
Joseph D. Estes, Town Attorney

**EXHIBIT B TO  
RESOLUTION NO. 1326**

[Form of Official Ballot]

**PROPOSITION NO. 422**

PROPOSED ELECTRIC UTILITY FRANCHISE FOR TOWN OF MIAMI, AZ

**OFFICIAL TITLE**

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE TOWN OF MIAMI, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF MIAMI, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID TOWN?

**DESCRIPTIVE TITLE**

SHALL THE PROPOSED FRANCHISE FOR A PERIOD OF 25 YEARS BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION FACILITIES IN THE TOWN RIGHTS-OF-WAY WITHIN THE TOWN OF MIAMI, ARIZONA?

A "yes" vote shall have the effect of granting a twenty-five (25) year franchise to Arizona Public Service Company for the use of Town rights-of-way to provide electrical transmission and distribution facilities within the Town of Miami.

YES \_\_\_\_\_

A "no" vote shall have the effect of not granting a twenty-five (25) year franchise to Arizona Public Service Company for the use of Town rights-of-way to provide electrical transmission and distribution facilities within the Town of Miami.

NO \_\_\_\_\_