

RESOLUTION NO. 1992

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WINSLOW, ARIZONA, DECLARING THAT THE CITY COUNCIL DEEMS THE GRANTING OF A FRANCHISE WITH ARIZONA PUBLIC SERVICE BENEFICIAL FOR THE CITY OF WINSLOW; CALLING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF WINSLOW THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY; AUTHORIZING AND DIRECTING THE CITY CLERK AND CITY 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 City of Winslow (the "City") to enter into franchise agreement with public utilities 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 City of Winslow approved a 25-year franchise agreement with Arizona Public Service Company ("APS") for electrical and distribution facilities throughout the City of Winslow (the "City") public rights-of-way; and

WHEREAS, the current franchise expires on April 8, 2028 terminating APS' rights to utilize the City rights-of-way for electrical transmission and distribution facilities; and

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

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

WHEREAS, pursuant to Article XI of the Winslow City Charter, 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 City Council desires to submit to the Winslow 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 CITY COUNCIL OF THE CITY OF WINSLOW, as follows:

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

SECTION 2. Pursuant to ARIZ. CONST. Art. XIII § 4, Ariz. Rev. Stat. § 9-501 and Winslow City Charter, Article XI, § 1, the City Council hereby calls and Election to be held in the City of Winslow 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 proposed franchise, Exhibit A, attached hereto, shall be published in full in a newspaper of general circulation in Winslow for at least thirty (30) consecutive days before the election 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 City of Winslow. 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 City not less than thirty-five (35) days before the date of the election.

Pursuant to A.R.S. § 19-141(C), the City 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. With each argument filed, \$50 shall be deposited with the City Clerk to offset a portion of the cost of printing and distributing the informational pamphlet.

The City 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 City Clerk, as provided by law, and as may be deemed necessary and appropriate in the City Clerk's discretion to advise the public of the elections.

SECTION 7. Navajo 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 City of Winslow will be the polling place established by Navajo County and used for conducting previous elections in the City of Winslow, 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 City 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.

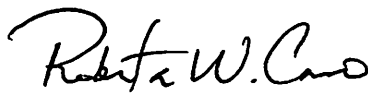
SECTION 10. The Election will be held, conducted, and canvassed in the manner provided by law, and only persons who are qualified electors of the City will vote at the City elections. Ballots shall be counted by the voting system in use by the Navajo County Elections Department for the recordation of 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 City of Winslow, with such costs for the Election to be reimbursed by APS.

SECTION 12. The Navajo County election officials will forward the votes cast to the City Council for canvassing. The City 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.

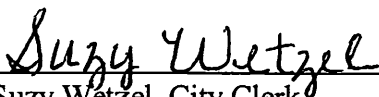
SECTION 13. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED BY the City Council of the City of Winslow, Arizona, this 14th day of April, 2026.



Roberta W. Cano, Mayor

ATTEST:



Suzy Wetzel, City Clerk

APPROVED AS TO FORM:



Trish Stuhan, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1992

[Franchise Agreement]

See following pages.

FRANCHISE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
WINSLOW, 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 City of Winslow, Arizona (herein called "City"). 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 City's public rights-of-way to supply and deliver electric energy to City, 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 City or to any street lighting improvement district within City 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 City.

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

Section 2. – Grantee’s Compliance with City Code: Plans Submitted for Approval; City Construction near Grantee’s Facilities:

City 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 City 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 City Code in effect at the time of permitting. City 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 City 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 City authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, City 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 City 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 City Right-of-Way. The City 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 City 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 City 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 City 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 City chooses underground construction for the project, the City 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 City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Grantee to make such a request. The City 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 City. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to City upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall provide City'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 City 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 City, 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 City requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to City'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 City. City shall also bear the entire cost of all subsequent relocations of the relocated facilities required by City, until such time as City 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 City's or a contractor of City carrying out of City'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 City or City's contractor working on the governmental project. Governmental functions are those duties imposed on City, 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 City. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to City'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 City's police power for urban renewal.
- C. City 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 City in furtherance of a proprietary function. All functions of City which are not governmental are proprietary.
- D. If City participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to City 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 City, Grantee shall provide an itemization of the estimated costs and expenditures subject to the City's review and approval. Final costs of relocation shall be submitted to the City upon completion of the removal, relocation or alteration.
- E. City 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. City agrees to notify Grantee during the planning and design of City'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. City 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 City an approved list of tree species for planting in the public rights-of-way where there are existing overhead power lines. City will consider the list in establishing landscaping in the public rights-of-way. City 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 City 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 City or the private owner of the tree or shrub in question. City'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:

City, 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 City, 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 City 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 City.

Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of City, 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 City named as an additional insured. Grantee shall provide City 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 City.

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. City 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 City standards as adopted by the City Council.

Section 6. – Franchise Fee:

Grantee shall pay to City 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 City, 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 City 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 City 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 City Council of such higher percentage or expanded revenue base. City 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 City Council's action, Grantee agrees to henceforth pay to City 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 City:

- 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 City;
- C. Other charges, taxes or fees generally levied upon businesses by City, 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 City.

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 City 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. – City Use of Facilities:

In consideration of this Franchise and the rights granted hereby, City 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 City's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for City's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

- A. City must notify Grantee in writing of City's intended use of Grantee's poles;
- B. City 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 City'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. City'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 City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense;

- D. City'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 City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense;
- E. City's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;
- F. City shall be responsible for any incremental costs incurred by Grantee as a result of City's use of Grantee's facilities.

Section 13. – No Third Party Beneficiaries:

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

Section 14. – Voter Approval Required:

This Franchise is subject to the approval of the electors of City. 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 City's election expense determined by dividing all of City'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 City: City of Winslow
Attn: City Clerk
102 E. Third Street
Winslow, AZ 86047
- B. To Arizona Public Service: Arizona Public Service Company
Office of the Corporate Secretary
400 N 5th Street, Mail Station 8602
Phoenix, Arizona 85004

Section 16. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the City of Winslow election on November 3, 2026.

CITY OF WINSLOW

ARIZONA PUBLIC SERVICE COMPANY,
An Arizona Corporation

By _____
Roberta "Birdie" Cano, Mayor

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

On behalf of the City of Winslow

Date: _____

Date: _____

ATTEST:

Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

Matt Schiumo, Pierce Coleman

EXHIBIT B
TO
RESOLUTION NO. 1992

[Form of Official Ballot]

PROPOSITION NO. 450

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 CITY OF WINSLOW, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID CITY?

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 CITY RIGHTS-OF-WAY WITHIN THE CITY OF WINSLOW, 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 City rights-of-way to provide electrical transmission and distribution facilities within the City of Winslow.

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 City rights-of-way to provide electrical transmission and distribution facilities within the City of Winslow.

NO _____

TAGLINE TEXT:

Shall the City of Winslow grant a twenty-five (25) year franchise to Arizona Public Service Company for the construction, maintenance and operation of electric transmission and distribution facilities within City rights-of-way?