

RESOLUTION NO. 9723

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MESA,  
ARIZONA, DECLARING THAT THE COUNCIL DEEMS THE  
GRANTING OF A GAS FRANCHISE TO SOUTHWEST GAS  
CORPORATION BENEFICIAL FOR THE CITY OF MESA;  
AND DIRECTING THE SUBMITTAL OF THIS FRANCHISE TO  
THE QUALIFIED ELECTORS AT AN ELECTION TO BE HELD  
ON THE 2<sup>ND</sup> DAY OF NOVEMBER 2010.**

WHEREAS, the Council has the authority under the Arizona State Constitution, Arizona Revised Statutes, and the Mesa City Charter to deem beneficial to the City of Mesa the granting of a franchise to operate a public utility, to pass a resolution, and to submit the question to the qualified electors as to whether or not the franchise shall be granted; and

WHEREAS, the City's current franchise with Southwest Gas Corporation to operate a gas utility system is due to expire concurrently with the canvassing certification of the November 2, 2010 election results;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, ARIZONA, AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Mesa deem beneficial to the City of Mesa the granting of the Franchise Agreement ("Agreement"), a true copy of which is attached as Exhibit A, to Southwest Gas Corporation.

SECTION 2. That on or before July 1, 2010, the Mayor and City Council shall call, through separate resolution, an election to be held on the 2<sup>nd</sup> of November, 2010, which shall be used for the purpose of submitting to a vote of the qualified electors of the City of Mesa the question as to whether the franchise under the terms and conditions of the above-referenced Agreement shall be granted to Southwest Gas Corporation.

SECTION 3. That the City Clerk and City staff shall take all necessary action, in conformity with law, to provide notice regarding said Agreement and corresponding election.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MESA,  
ARIZONA, this 21<sup>st</sup> day of June 2010.

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
City Clerk



**EXHIBIT A**

FRANCHISE AGREEMENT  
BETWEEN  
SOUTHWEST GAS CORPORATION  
AND  
THE CITY OF MESA

**Section 1 – Grant of Franchise**

1.1 There is hereby granted 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, 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, bridges, highways, public utility easements, and public places within the City of Mesa (herein called "City"). Grantee's system includes a natural gas and/or artificial gas transmission and distribution system ("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 and appurtenances ("Facilities") for the purpose of supplying natural gas and/or artificial gas, including gas manufactured by any method whatsoever, and/or gas containing a mixture of natural gas and such artificial gas (herein all types of gas will be collectively referred to as "gas") to City, its successors, the inhabitants thereof, and all individuals and entities, either within or beyond the limits thereof, for all purposes (herein called the "Franchise").

**Section 2 – Grantee's Compliance with City Practice; Plans Submitted for Approval; City Construction Near Grantee's Facilities**

2.1. Grantee shall perform all construction under this Franchise in accordance with established industry standards, permit requirements, and all applicable federal, state, and local laws. Without limitation, Grantee shall comply with ordinances of the City regarding street cuts. Such construction shall be completed within a reasonable time. Before Grantee makes any installations in the public rights-of-way or public utility easements, Grantee shall apply for and obtain from City such permit or permits as are required by City to be issued for other similar construction or work in the public rights-of-way or public utility easement, and submit for approval a map showing the location of such proposed installations to the City Engineer. Unless necessitated by emergency or exigent circumstances, should Grantee commence work hereunder without obtaining applicable permits, then Grantee shall pay to City a stipulated penalty in accordance with the current City of Mesa Schedule of Fees and Charges.

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

2.2. If City undertakes, either directly or through a contractor, any construction project adjacent to Grantee's Facilities operated pursuant to this Franchise, City 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 pipelines or equipment, 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 the Contractor, at Grantee's cost.

### **Section 3 – Construction and Relocation of Grantee's Facilities; Payment**

3.1. 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 and other authorized uses over, under or through the public rights-of-way and public utility easements.

- A. Grantee shall coordinate the installation, construction, use, operation and relocation of its facilities within City as appropriate to enable City to better plan, facilitate and protect public safety and convenience. Without limiting the foregoing, Grantee shall provide reasonable advance notice of work hereunder to City and any persons who may be affected by such work. Grantee shall provide City with installation records to facilitate such coordination and shall plan, respond, facilitate and design its facilities in coordination with City input, as City may request or require for its purposes. Without limiting the foregoing, upon reasonable notice by City of the proposed paving of a public right-of-way, Grantee shall extend its Facilities hereunder in order to reasonably avoid the need to subsequently cut the paved right-of-way. Unless reasonably necessary due to emergency or exigent circumstances, Grantee shall not cut any City street for a period of three (3) years following construction, repaving, or widening of such street.
- B. 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 right-of-way or public utility easement 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 or public utility easements.

3.2. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of pipelines and related facilities herein provided for shall be subject to regulation by City. Pursuant to A.R.S. § 40-360.30 and any other applicable law, Grantee shall keep installation records of the location of all facilities in the public rights-of-way and public utility easements, and will furnish or provide access to them to City upon request.

- 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, then: a) the costs and expenditures associated with relocating Grantee's facilities shall be borne by Grantee in accordance with Section 7.2 of this Franchise Agreement; except that b) the cost of purchasing of a new private easement if necessary shall be borne by City, provided, however, such relocation is not essential to the health, welfare and safety of the general public. Notwithstanding the foregoing, should the Grantee obtain an easement prior to or during the development stage of a parcel, the Grantee shall abandon the easement, and based on final development plans approved by the City, either (at the City's discretion) leave the facility as is, or relocate its utilities elsewhere within the future rights-of-way corridor. The development process is defined as the stage after a pre-application conference with the City, which has occurred on the subject property.
  
- B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way or public utility easements, subject to Section 7.2 of this Franchise Agreement, the relocation of which is necessary for City to carry out its governmental functions. All functions of City, which are not specifically determined by law to be proprietary, are governmental. Governmental functions include, but are not limited to, the following:
  - (1) Any and all improvement to City streets, alleys and avenues, and other City property;
  - (2) Establishing and maintaining storm drains, water lines, sewer lines, non-potable water lines and related facilities;
  - (3) Establishing and maintaining municipal parks, parking, 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;
  - (6) Providing public transportation;
  - (7) City operations of water, gas and electric utility systems within their certificated areas.
- C. The City reserves its prior superior right to use the public rights-of-way and City property, including the surface areas, for all public purposes, funded with public funds. When the City uses its prior superior right to the public rights-of-way, or other City property, the Grantee shall move its property that is located in the public rights-of-way, or on other City property, at its own cost, to such location as the City directs.
- D. If Grantee has prior rights, City will bear the reasonable cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of a proprietary function except as otherwise specifically provided herein.
- E. Subject to Section 7.2, Grantee shall bear the entire cost of relocating any facilities regardless of the function served, where the City has a prior superior right to use the public right-of-way or public utility easement, or where City facilities or other facilities occupying public right-of-way or public utility easement under authority of a City permit, license or franchise, which must be relocated are already located in the public right-of-way or public utility easement and the conflict between the Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by City, by the movement of the existing City or permittee facilities. The City and the Grantee agree that City is not a party to disputes among permittees using the public right-of-way and public utility easements.
- F. If City participates in the cost of relocating Grantee's Facilities for any reason, the cost to the City shall be limited to those costs and expenditures reasonably incurred for relocating such facilities in accordance with City ordinance and, where not in conflict therewith, industry standards. Costs to the City for relocation of Grantee's facilities shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to payment by City, Grantee shall provide an itemization of such costs and expenditures.

- G. City 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.
- H. All underground abandoned lines shall continue to remain the property of the Grantee, unless the Grantee specifically acknowledges otherwise to the City Engineer and such is accepted by the City. Subject to reimbursement under Section 7.2, Grantee shall remove, at Grantee's sole cost, abandoned lines at the request of City when required to facilitate construction of any municipal project or as City determines is reasonably necessary to protect public health and safety. Grantee may contract with City contractor for such removal. Prior to removal of any abandoned lines, Grantee shall notify City of its intent to remove abandoned lines and offer possession of said lines to City. Grantee shall identify the location of any known abandoned lines as they exist at the time this Franchise is granted through Blue Staking. Grantee shall further identify the location of any lines that become abandoned during the term of this Franchise in a like manner.
- I. Grantee shall reimburse the City for permit fees/costs and for pavement (cut surcharge) damages fees for the location (or relocation) of Grantee's facilities. Reimbursement for permit fees/costs (i.e. plan review, inspection, etc.) and pavement (cut surcharge) damage fees is separate, and in addition to, any other Franchise fees included in this Agreement.

#### **Section 4 – Indemnification; Insurance**

4.1 City shall in no way be liable or responsible for any accident or damage that may occur in the exercise of this Franchise by Grantee of its facilities under this Franchise, and the acceptance of this grant shall be deemed an agreement on the part of Grantee to indemnify and hold harmless the City from and against any and all liability, loss, costs, legal fees, damages or any other expenses, which may be imposed on the City by reason of the acts of the Grantee in the exercise of this Franchise, including the maintenance of barricades and traffic control devices in construction and maintenance areas. Grantee shall defend, indemnify, and save City, its Mayor and Council, agents, officers, and employees harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by Grantee. provided, however, that such claims, expenses and losses are not the result of any willfully or grossly negligent acts of City.

4.2 Grantee shall maintain throughout the term of this Franchise liability insurance and/or a program of self-retention or general assets, to adequately insure and/or protect the legal liability of Grantee with respect to the installation, operation and maintenance of the gas System together with all the necessary and desirable appurtenances authorized herein to occupy the public rights-of-way or public utility easements. Such insurance, self-retention or general asset program will provide protection for bodily injury and property damage including contractual liability and legal liability for damages arising from explosion, collapse and underground incidents. Such insurance program and/or program of self-retention or general assets shall comply with the Insurance Requirement recommended by the Risk Manager and approved by the City Manager on file with the City Clerk and as updated by the City Manager during the term of this Franchise.

4.3 Grantee shall file with City documentation of such liability insurance, self-retention or general asset program within sixty (60) days following the effective date of this Franchise and thereafter upon request of City.

#### **Section 5 – Restoration of Rights-of-Way**

5.1 If, in the installation, use or maintenance of its natural gas transmission and distribution System, Grantee damages or disturbs the surface or subsurface of any public road or adjoining public property or the public improvement located thereon, therein, or thereunder, the Grantee shall promptly, at its own expense (subject to Section 7.2 of this Franchise Agreement), and in a manner acceptable to City, restore the surface or subsurface of the public road or public property, or repair or replace the public improvement thereon, therein, or thereunder, in as good a condition as before such damage or disturbance, or as may be required by construction standards established by ordinance of the City, whichever is higher.

5.2 Except, due to circumstances beyond Grantee's control, should such restoration, repair or replacement not be completed within a reasonable time or fails to meet City's duly adopted standards, as may be amended from time to time, the City may, after prior notice to Grantee, perform the necessary restoration, repair or replacement either through its own forces or through a hired contractor, and Grantee agrees to reimburse the City for its expenses in so doing within thirty (30) days after its receipt of the City's invoice.

#### **Section 6 – Franchise Fee**

6.1 Grantee shall pay to City in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross revenues of Grantee ("Franchise Fee"), from the sale and/or delivery by it of natural and/or artificial gas for all purposes, within the corporate limits of City, as shown by Grantee's billing records.

Such payments are to be due and payable thirty (30) days after the end of the calendar quarter, and will be considered late if not received within thirty (30) days of the due date. A five percent (5%) penalty shall be added to payments not made within the required time, and interest of one and one-half percent (1.5%) per month shall accrue on the entire amount due. Interest and penalties can be waived by the City for reasonable cause or if casualty renders Grantee unable to compute or estimate the liability from business records. For the purpose of verifying amounts payable hereunder and upon reasonable notice, the books and records of Grantee shall be subject to inspection or audit by duly authorized officers or representatives of the City at reasonable times.

6.2 Grantee shall pay Franchise Fees pursuant to the terms of the previously executed Franchise Agreement between Grantee and City through the last canvassing certification date of the November 2, 2010 City election. Beginning the next day, payment as described in the preceding paragraphs shall be payable in quarterly amounts within thirty (30) days after the end of each calendar quarter.

6.3 If at any time Grantee is paying any City in the State of Arizona a Franchise Fee greater than two percent (2%) of Grantee's gross receipts in such City, then the percentage set forth in Section 6 shall be increased to match the greater percentage amount Grantee is paying to such other City pursuant under a franchise agreement. If City requests Grantee to match such greater Franchise Fee, City agrees to incorporate the terms, conditions and limitations applicable to the payment of the greater Franchise Fee to such municipality, into this Franchise Agreement. Should the Grantee of the City determine that Grantee over collected or under collected the required amount of Franchise Fees from its customers, Grantee shall immediately adjust its Franchise Fee collections to ensure that or more or no less is collected from its customers as is required to be remitted to the City.

6.4 In addition to the foregoing Franchise Fees, Grantee shall pay charges, taxes, and fees as described in Section 7 of this Agreement.

## **Section 7 – Additional Fees and Taxes**

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

- A. General ad valorem property taxes, to be calculated as follows:
  - (i) unless and until Mesa adopts its own primary property tax, in which case Grantee shall pay to City such tax, a primary property tax equivalent payment, consisting of an amount equal to the assessed value of Grantee's property located within the present and future corporate limits of the City multiplied by the then-current arithmetic mean of the primary ad valorem property tax rates of the cities of Chandler, Glendale, Phoenix, Scottsdale, and Tempe, plus
  - (ii) the City of Mesa's secondary property tax.
- B. Transaction privilege and use tax authorized by law and billed by Grantee from users and consumers of gas within the corporate limits of the City, without reduction or offset under Section 5-10-480 of the Mesa City Code;
- C. Other charges, taxes or fees levied upon businesses generally through the 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 business operated within City; and
- D. Applicable and customary permit and inspection fees (i.e. plan review, inspection, etc.) pavement (cut surcharge) damage fees, and similar fees established by ordinance of City, necessary for the construction, installation, and other work to be conducted by Grantee hereunder. Such expenses shall be considered for reimbursements by the City from the Capital Expenditure Fund. City shall charge any allowable expenses against the Capital Expenditure Fund and provide Grantee with quarterly reports on the amounts of such deductions.

7.2 In addition to and separate from the Franchise Fee set forth above, the City and the Grantee agree that the City shall allow additional compensation to be paid by Grantee to the City in quarterly payments in the amount equal to two percent (2%) of the gross revenues of Grantee as defined in Section 6 of this Agreement. The City shall place all funds collected from Grantee due to such additional compensation in a special fund labeled "Capital Expenditures Fund." Grantee shall present its capital expenditure documentation within 30 days of the end of the calendar year in which such expenses were incurred. Upon approval by the City, the City shall pay the Grantee within thirty (30) days of such approval, if the amount of money in the Capital Expenditures Fund is sufficient to pay the approved capital expenditures. In the event there is a surplus of the Capital Expenditures Fund after the City pays Grantee at the end of the calendar year, such surplus shall be set aside for the City and becomes the property of the City. Approved capital expenditures by Grantee in any given calendar year must be applied toward the Capital Expenditure Funds received by the City in that same calendar year. Should Grantee's annual capital expenditures exceed the amount of funds available in the Capital Expenditure Fund for the calendar year in which they were incurred, the City shall not be liable for the difference between the funds collected and the capital expenditure amount.

The Grantee assures the City that all taxes and other fees or charges shall remain combined and bundled as "taxes and other fees" or "taxes and other charges" on Grantee's invoices/statements, unless mandated otherwise by law.

The Grantee shall provide City assurances that the payments by the City from the Capital Expenditures Fund will not result in Grantee adding such reimbursed capital expenditures to its rate base or seeking a return on investment for any such reimbursed capital expenditures.

For purposes of this Franchise Agreement, capital expenditures, subject to reimbursement by City, consist of any cost or expenditure required by this Franchise Agreement or any ordinance adopted by City related to this Franchise Agreement for City-driven and/or public works projects or relocations required by such. Other capital expenditures shall be limited to City of Mesa permit fees, inspection fees including any overtime, pavement restoration fees, and plan review fees, as well as bore profile expenses. Grantee and the City will work out administratively the reimbursement procedure. Project expenditures subject to recovery from the Capital Expenditure Fund shall be agreed upon by the City Engineer and Grantee. Invoices for such reimbursements from the Capital Expenditure Fund shall be sent to:

City of Mesa  
City Engineer  
20 E. Main St., Ste. 500  
Mesa, AZ 85201  
Fax: (480) 644-3392

### **Section 8 – Term**

8.1 This Franchise shall continue and exist for a period of twenty-five (25) years from the last canvassing certification date of the November 2, 2010 City election; provided, however, that if at any time Grantee is paying to any City in the State of Arizona a Franchise Fee greater than two percent (2%) of Grantee's gross receipts in such City, then the percentage set forth in Section 6 shall be increased to match such greater percentage amount payable to such City and provided further that, if at any time Grantee provides other enhancements or benefits to any City in the State of Arizona, then such enhancements or benefits shall also be provided to City.

8.2 The right, privilege and franchise hereby granted shall continue and exist for a period of twenty-five (25) years; provided, however, that either party may reopen any or all sections for further review and possible amendment of this Franchise, following any audit as provided by Section 15, by giving written notice of its intention to do so not less than one (1) year before the date of termination.

### **Section 9 – Franchise; Non-Exclusive**

9.1 This Franchise is non-exclusive, and nothing herein contained shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation, or from continuing to operate City owned utilities.

### **Section 10 – No Transfer Without Consent of City**

10.1 The right, privilege and franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior consent of either the City or the Arizona Corporation Commission. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.

**Section 11 – No Waiver or Limitation of Powers of Eminent Domain/Right to Purchase**

11.1 City reserves the right and power to condemn and purchase the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law, during the term of the Franchise and/or upon its expiration.

**Section 12 – Independent Provisions**

12.1 If any section, paragraph, clause, phrase or provision of this Franchise Agreement, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, this Franchise Agreement shall immediately terminate and shall be of no further force or effect.

**Section 13 – Notices**

13.1 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 the City:                  | City Manager<br>City of Mesa<br>20 E. Main St. Ste. 750<br>Mesa, Arizona 85201<br>Fax: (480) 644-2175                 |
| With a copy to:                  | City Attorney<br>City of Mesa<br>20 E. Main St., Ste. 850<br>Mesa, Arizona 85201<br>Fax: (480) 644-6998               |
| B. To Southwest Gas Corporation: | Legal Affairs Department<br>Southwest Gas Corporation<br>10851 N. Black Canyon Highway<br>Phoenix, Arizona 85029-4755 |

#### **Section 14 – Voter Approval**

14.1 This Franchise Agreement is subject to the approval of the electors of the City. Grantee shall reimburse the City for all of the costs the City incurs 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 the expense determined by dividing all of the City's expenses by the number of issues presented on the ballot.

#### **Section 15 – Audit Rights**

15.1 City has the authority, at City's expense, to conduct an audit of the Grantee at any time during the duration of this Franchise to determine compliance of the Grantee under this agreement. The audit shall be conducted in such a way as not to disrupt Grantee's business operations. All pertinent records of the Grantee are subject to an audit conducted by the City. The City may determine the scope of audit in each audit conducted. This audit shall not be required more than once in a single 12 month period.

#### **Section 16 – Reimbursement for Audit Findings**

16.1 The Grantee shall pay to the City within 45 days' written notice any amounts that are due to the City as determined by any audit of the Grantee. Reimbursement for underpayment as a result of audit findings shall be identified as late payments and are subject to late payment interest of 1.5% per month. Also, if the Grantee has underpaid the City by 5% or more of amounts due, Grantee will reimburse the City for reasonable and full costs of the audit.

We, the undersigned, Mayor and City Council of the City of Mesa, Arizona, pass and adopt this Franchise Agreement this 21<sup>st</sup> day of June, 2010.

CITY OF MESA

SOUTHWEST GAS  
CORPORATION,  
a California Corporation

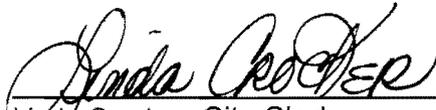
By:   
\_\_\_\_\_  
Scott Smith, Mayor  
On behalf of the City of Mesa

By: \_\_\_\_\_  
Dennis Redmond  
Vice President  
Central Arizona Division

Date: 6-21-10

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

ATTEST:

  
\_\_\_\_\_  
Linda Crocker, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John C. Shafer, III, City Attorney's Office

**DeeAnn Mickelsen**

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**From:** Jack Shafer  
**Sent:** Tuesday, June 22, 2010 4:10 PM  
**To:** DeeAnn Mickelsen  
**Cc:** Debbie Spinner  
**Subject:** \*CONFIDENTIAL\*RE: Resolution

DeeAnn,

The document attached as Exhibit A on 11n does not get executed unless/until the franchise is approved on Nov. 2. The City takes separate action after the election to formally adopt the franchise-at which point it will be executed. Thanks.

-Jack

**From:** DeeAnn Mickelsen  
**Sent:** Tuesday, June 22, 2010 3:35 PM  
**To:** Jack Shafer  
**Subject:** Resolution

Attached is agenda item 11n (Resolutions 9723) adopted by Council on June 21. The original needs your signature as well as a signature from SW Gas. Let me know how you want to handle getting the document signed.

Thanks,

Dee Ann Mickelsen  
Sr. Program Assistant  
Office of the City Clerk  
City of Mesa  
(480) 644-6987

**The City of Mesa's business hours are 7:00 A.M. - 6:00 P.M.  
Monday - Thursday and closed on Fridays.**