

ORIGINAL



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# Southwest Civic Professionals SERVICES AGREEMENT

W-02105A-03-0303

Arizona Corporation Commission

DOCKETED

JAN 14 2004

DATE: October 11, 2002

DOCKETED BY 

RECEIVED  
JAN 14 P 1:46  
ARIZONA CORPORATION COMMISSION  
DOCKET CONTROL

**PARTIES:**

*Mt. Tipton Water Company Inc.*  
P.O. Box 38  
Dolan Springs, AZ 86441

*Southwest Civic Professionals, Inc.*  
an Arizona corporation  
2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, Arizona 85008-2442

"Client"

"Consultant"

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

**PROJECT:**

Southwest Civic Professionals, Inc. will perform General Management Services for the Mt. Tipton Water Company.

**SCOPE OF SERVICES:**

Client agrees to engage Southwest Civic Professionals to perform part time General Management Services for the Mt. Tipton Water Company. Southwest Civic Professionals, Inc. will report directly to the President of the Board or in absentia to the Senior Vice-President. Southwest Civic Professionals, Inc. will oversee the day to day operations of the Mt. Tipton Water Company.

**SCOPE OF SERVICES - *continued***

Client agrees that Consultant is not responsible for any services not expressly included in this Scope of Services, and that Consultant is not responsible to perform, supervise or administer any professional services, or construction services in connection with the Project; all such services to be provided by others. SwCP will not supply any legal or engineering services, all such services to be provided by others.

**COMPENSATION:**

Client agrees to compensate Consultant for the services provides hereunder as follows and subject to all contract provisions:

**Service will be provided for a twenty four (24) month period at a monthly rate of \$2,200.00.**

**Mt. Tipton Water Company will provide unrestricted use of the facility (see Attached) lot 8, blk f house, at no cost to SwCP.**

**SwCP will apply for loans and grants on behalf of Mt. Tipton Water Company, as compensation SwCP will receive 5% of each successful grant or loan.**



**GENERAL CONDITIONS:**

1. Consultant shall invoice Client bi-weekly for the services performed under this Agreement. Client shall pay such invoice upon receipt. Invoices not paid within ten (10) days of the invoice date shall be subject to a late payment charge of one percent (1%) per month until paid. Invoices shall be deemed correct and accepted by Client unless Client provides Consultant with written notice of any error or discrepancy within seven (7) days after receipt thereof.

2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and terminate this Agreement.

3. Consultant shall perform its services with ordinary diligence and care and skill. No special requirements or standard of performance shall be presumed unless specifically stated in the Scope of Services.

4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of Consultant's opinion or observation and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement, and no third parties may rely on such services unless Consultant gives written consent to such reliance. Client shall not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, logs, maps, field data, drawings, test results and other similar documents are instruments of Consultant's services, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in Section 5 above. If ownership of Consultant's copyright is expressly transferred to Client in the Scope of Services, that provision shall override this portion of the General Conditions.

7. Client shall make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client shall transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.



9. Client shall be responsible for securing all necessary approvals, resolutions, or other authorizations needed for funding or development of the Project, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to negligence and to any liability arising out of or relating to this Agreement to the amount \$5,000.00. This limit applies to all services on this Project, whether provided under this Agreement or subsequent agreements. This limit can only be modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client, except for those arising out of the failure of Client to timely pay Consultant's fees, shall be submitted to non-binding mediation before either party may initiate litigation or arbitration on the claim. Either party may demand mediation by serving a written notice stating the issues or claims in dispute, and requiring that the mediation commence within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. If the mediation is unsuccessful in resolving the dispute, or it does not occur within seventy (70) days after service of demand for mediation, either party may pursue other legal measures to resolve the dispute.

15. Consultant is protected by Worker's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance and Automobile Liability Insurance for bodily injury and property damage, and will furnish evidence thereof to Client upon request. Consultant will not provide any other insurance coverages to Client unless such requirement is specifically noted in the Scope of Services and an appropriate adjustment is made in Consultant's fee.

16. Consultant shall not be responsible for jobsite safety in connection with the Project. Consultant agrees to abide by the requirements of any safety program implemented by Client or another contractor in connection with the Project.

17. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.



18. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

19. If, during the course of performance of this Agreement, conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under Section 20 of these General Conditions.

20. This Agreement may be terminated by either party upon sixty (60) days written notice, sent by first class mail, or certified mail. In the event of a termination (by either party) or completion of the contract, Consultant will be compensated \$2,200.00 for mobilization and demobilization costs. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination or expiration of this Agreement.

21. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, the forum and venue for any claim or cause of action arising from or relating to this Agreement shall be Maricopa County Superior Court. Client waives the right to have the suit brought, or tried in, or removed to, any other county or court.

22. Consultant can assign its interest in this Agreement without the written consent of the other.

23. This Agreement, including attachments incorporated herein by reference, represents the entire contract and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order, request for proposal or other forms unless agreed to in writing by Consultant. Any modification to this Agreement shall be made in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

24. Client and Consultant acknowledge that each has read and agrees to all terms and conditions stated herein, and any that are incorporated herein by reference and made a part of this Agreement, and that this Agreement applies to all services performed by Consultant for Client with Client's permission or on Client's behalf, whether or not such services are included in the above Scope of Services. The individuals signing this Agreement on behalf of the respective parties represent and warrant that they have authority to do so and to bind such party thereby.

**Special Conditions:**

Part Time is classified as two (2) days per week.

Additional work days, travel and education that is requested by the President of the Board will be compensated as per the fee schedule and the incidental charges schedule.

This Agreement has been executed and is effective as of the date first appearing above.

CLIENT:

By: *D. East*

Name:

Title: President of the Board

Date: 10-28-02

CONSULTANT:

By: *Robert E. Ruhl*

Robert E. Ruhl

Principal

Date: 10-28-02

*Robert E. Ruhl*

*(Signature)*

Attachment A

**FEE SCHEDULE**

Principal.....	\$95.00/hr
Grant Writer .....	\$70.00/hr
Senior Analyst .....	\$65.00/hr
Project Administrator .....	\$65.00/hr
Project Technician .....	\$52.00/hr
Drafter with CAD .....	\$52.00/hr
Drafter .....	\$42.00/hr
Word Processing .....	\$30.00/hr
Senior Reviewer .....	\$52.00/hr
Environmental Education Officer.....	\$65.00/hr
Inspector .....	\$49.00/hr
Translator .....	\$43.00/hr

*Hours may be adjusted with a minimum of eight (8) hours per day plus mileage to and from the Phoenix, AZ office. Incidental expenses as approved according to the incidental charges schedule.*

2/98



Attachment B

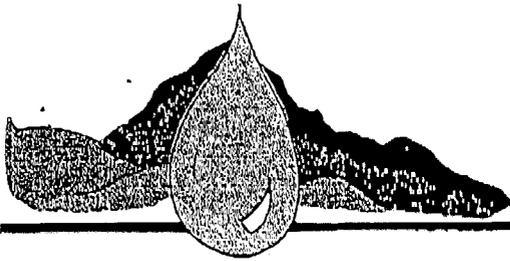
# INCIDENTAL CHARGES SCHEDULE

Mileage Per Mile from each office .....	\$ .39 per mi.
Airfare .....	+20%
Per Diem-full.....	\$ 142.00/day
Per Diem- meals .....	\$ 42.00/day
Copies .....	\$ 00.15
Photographs .....	\$ 3.20/each
Telephone/Internet Services.....	\$32/hour

9/98







*MOUNT  
TIPTON  
WATER CO., INC.*

P.O. BOX 38 DOLAN SPRINGS, AZ 86441-0038

PHONE: 520-767-3298 FAX: 520-767-3053

NOTICE TO PROCEED

TO: Southwest Civic Professionals  
2303 North 44<sup>th</sup> St., Suite 14-1121  
Phoenix, AZ 85008-2442

DATE: November 1, 2002

You are hereby notified to commence WORK on General Management Services for Mt Tipton Water Company in accordance with the Agreement Dated October 11, 2002 on or before November 15, 2002, completion of this portion of the Agreement is to be completed prior to commencing further work unless a further Notice to Proceed is executed.

MT TIPTON WATER COMPANY, INC

By [Signature]  
Title President, Board of Directors

By [Signature]  
Title Secretary, Board of Directors

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED  
Is hereby acknowledged by Southwest Civic Professionals, Inc.

This 06 day of Nov, 2002

By [Signature]  
Title Principal



# Southwest Civic Professionals, Inc.

2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, AZ 85008-2442  
tel: 602-438-8511 fax: 509-461-6317

General Engineering Licenses:  
California No. 760705  
Arizona No. 139189

March 3, 2003

Dave Estenson  
President, Board Of Directors  
Mt. Tipton Water Company, Inc.

Re: Update designated assignments

Mr. Estenson,

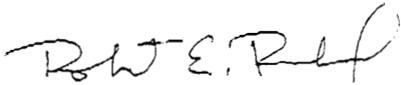
Pursuant to our contract with Mt. Tipton Water Company, Inc., the following is an update on Board directed tasks:

1. Preparation of Annual Report for ACC: the majority of the tasks has been fulfilled and is waiting for the final information from our Certified Public Accountant.
2. Prepare a Rate case for the ACC: preparation has commenced and waiting for the final year end report from our Certified Public Accountant.
3. Prepare a Certificate of Convenience and Necessity as well as a Mohave County Franchise Agreement: Research work is complete, need to coordinate with the President of the Board on final areas and prepare.
4. Research and Prepare loan package: Numerous Banks and financing institutions have been contacted as well State and Federal agencies.

Stockmen's Bank, (Jean Liss) has been working on this since early January and is not too responsive. Numerous documents as well as consultation with our Accountant has not produced any results, mostly lip service about how busy they are. National Bank of Arizona, (Roy Hunt) has been more responsive and in excess of 40 pages of documentation has been reviewed. Co Bank (Steve Gustafson) is reviewing our submitted package. Rural Development has indicated that they could possibly guarantee a portion of this loan.

That is the status at this time.

Sincerely,

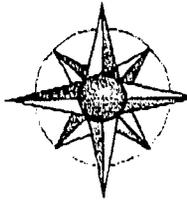


Robert E. Ruhl

Received on March 3, 2003



Dave Estenson  
President, Board Of Directors  
Mt. Tipton Water Company, Inc.



# Southwest Civic Professionals, Inc.

2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, AZ 85008-2442  
tel: 602-438-8511 fax: 509-461-6317

General Engineering Licenses:  
California No. 760706  
Arizona No. 139189

May 9, 2003

Dave Estenson  
President, Board Of Directors  
Mt. Tipton Water Company, Inc.

Re: Update designated assignments

Mr. Estenson,

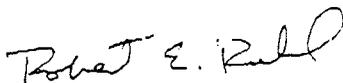
On March 2003 an update on designated assignments was presented to you (attached). The following is an update on the latest Board directed tasks as well as the pending tasks:

1. Preparation of Annual Report for ACC: This task has been completed at a considerable additional cost due to the delay in receiving the final information from our Certified Public Accountant. SwCP expedited this through additional work to attempt to meet the deadline.
2. Prepare a Rate case for the ACC: Preparation has commenced and an addition of time was requested from the ACC because the CPA did not meet certain deadlines. This is also at an additional expense. Through numerous meetings here and at Kingman the issue has not been resolved. Now that one of the accountants has become ill more time has been designated to completing this issue. It is unclear at this time if the deadline is going to be met.

3. Prepare a Certificate of Convenience and Necessity as well as a Mohave County Franchise Agreement: The status remains the same and expenses for SwCP have not been compensated. Research work is complete and need to coordinate with the President of the Board on final areas and prepare.
4. Research and Prepare loan package: Numerous Banks and financing institutions have been contacted as well State and Federal agencies. Stockmen's Bank, (Jean Liss) has been working on this since early January and is nearing completion for another presentation to the loan committee. The hold up is awaiting information from the CPA. We have arranged through various meetings and contacts for Rural Development to guarantee a portion of this loan. The other institutions have categorically turned us down.
5. Numerous tasks, prepared information as well as meetings have been requested by the Board. These tasks are outside the scope of work of or contract but are covered by the fee schedule duly accepted by the Board. In the past we have proceeded without billing you for these costs. Due to the past due status of our existing billing we will be charging you as per our fee schedule for the additional directed work.

That is the status at this time.

Sincerely,

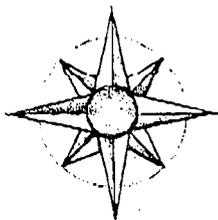


Robert E. Ruhl

Received on May 9, 2003



Dave Estenson  
President, Board Of Directors  
Mt. Tipton Water Company, Inc.



# SERVICES AGREEMENT

---

DATE: *July 31, 2003*

**PARTIES:**

*Mt. Tipton Water Company Inc.*  
P.O. Box 38  
Dolan Springs, AZ 86441

"Client"

*Robert E. Ruhl*  
2303 North 44<sup>th</sup> Street, Suite 14-1121  
Phoenix, Arizona 85008-2442

"Consultant"

**CLIENT AND CONSULTANT AGREE AS FOLLOWS:**

**PROJECT:**

Robert E. Ruhl will perform Administrative General Management Services for the Mt. Tipton Water Company.

**SCOPE OF SERVICES:**

Client agrees to engage Robert E. Ruhl to perform part time Administrative General Management Services for the Mt. Tipton Water Company. Robert E. Ruhl will report directly to the Board of Directors. Robert E. Ruhl will oversee the administrative operations of the Mt. Tipton Water Company.

(2)

SCOPE OF SERVICES - *continued*

Client agrees that Consultant is not responsible for any services not expressly included in this Scope of Services, and that Consultant is not responsible to perform, supervise or administer any professional services, or construction services in connection with the Project; all such services to be provided by others. Robert E. Ruhl will not supply any legal or engineering services, all such services to be provided by others.

COMPENSATION:

Client agrees to compensate Consultant for the services provides hereunder as follows and subject to all contract provisions:

Service will be provided on an interim part time monthly basis at a bi-weekly rate of \$2,200.00 and according to the fee schedule and incidental charges schedule as directed by the President of the Board.

Mt. Tipton Water Company will provide unrestricted use of the facility (see Attached) lot 8, blk f house, at no cost to Consultant.

Consultant will apply for loans and grants on behalf of Mt. Tipton Water Company, as compensation Consultant will receive 5% of each successful grant or loan.

**GENERAL CONDITIONS:**

1. Consultant shall invoice Client bi-weekly for the services performed under this Agreement. Client shall pay such invoice upon receipt. Invoices not paid within ten (10) days of the invoice date shall be subject to a late payment charge of one percent (1%) per month until paid. Invoices shall be deemed correct and accepted by Client unless Client provides Consultant with written notice of any error or discrepancy within seven (7) days after receipt thereof.

2. If Client fails to pay an invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within sixty (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the Client and terminate this Agreement.

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4. Consultant shall sign certifications only if Consultant approves the form of such certification prior to the commencement of services, and provided such certification is limited to a statement of Consultant's opinion or observation and does not constitute a warranty or guarantee, express or implied.

5. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the Project specified. No other use is authorized under this Agreement, and no third parties may rely on such services unless Consultant gives written consent to such reliance. Client shall not distribute or convey Consultant's reports or recommendations to any person or organization other than those identified in the Project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

6. Consultant's reports, logs, maps, field data, drawings, test results and other similar documents are instruments of Consultant's services, not products. Consultant reserves the right to copyright such documents; however, such copyright is not intended to limit the Client's use of the services provided under this Agreement other than as described in Section 5 above. If ownership of Consultant's copyright is expressly transferred to Client in the Scope of Services, that provision shall override this portion of the General Conditions.

7. Client shall make available to Consultant all information regarding existing conditions, including the existence of hazardous or dangerous materials, and proposed uses of the Project site. Client shall transmit immediately to Consultant any new information that becomes available or any change in plans. Client releases Consultant from liability for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client or others. Client agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such information.

8. Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the Project site at no cost to Consultant.

9. Client shall be responsible for securing all necessary approvals, resolutions, or other authorizations needed for funding or development of the Project, unless otherwise agreed in writing.

10. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of Consultant, nor is Consultant responsible for their acts or omissions or for any damages resulting therefrom.

11. Neither Client nor any other person may change or modify Consultant's work product without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized changes or modifications.

12. Client waives any claim against Consultant and agrees to defend, indemnify, protect and hold harmless Consultant from any and all claims, liabilities, damages or expenses, including but not limited to delay of the Project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly as a result of the services provided by Consultant under this Agreement, unless such injury or loss is caused by the sole negligence or willful misconduct of Consultant.

13. Client agrees to limit Consultant's liability due to negligence and to any liability arising out of or relating to this Agreement to the amount \$1,000.00. This limit applies to all services on this Project, whether provided under this Agreement or subsequent agreements. This limit can only be modified in writing, agreed to and signed by authorized representatives of the parties.

14. All disputes between Consultant and Client, except for those arising out of the failure of Client to timely pay Consultant's fees, shall be submitted to non-binding mediation before either party may initiate litigation or arbitration on the claim. Either party may demand mediation by serving a written notice stating the issues or claims in dispute, and requiring that the mediation commence within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. If the mediation is unsuccessful in resolving the dispute, or it does not occur within seventy (70) days after service of demand for mediation, either party may pursue other legal measures to resolve the dispute.

15. Consultant will not provide any other insurance coverages to Client unless such requirement is specifically noted in the Scope of Services and an appropriate adjustment is made in Consultant's fee.

16. Consultant shall not be responsible for jobsite safety in connection with the Project. Consultant agrees to abide by the requirements of any safety program implemented by Client or another contractor in connection with the Project.

17. Client solely shall be responsible for notifying all appropriate municipal, regional, state or federal agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the Project site, or discovered during the performance of this Agreement, as may be required by such agencies.

18. In the event Consultant's work is interrupted due to delays other than delays caused by Consultant, Consultant shall be compensated equitably (based on Consultant's current Schedule of Charges) for the additional labor or other charges associated with maintaining its work force



for Client's benefit during the delay, or at the option of the Client, for charges incurred by Consultant for demobilization and subsequent remobilization.

19. If, during the course of performance of this Agreement, conditions or circumstances are discovered that were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and be compensated under Section 20 of these General Conditions.

20. This Agreement may be terminated by either party upon sixty (60) days written notice, sent by first class mail, or certified mail. In the event of a termination (by either party) or completion of the contract, Consultant will be compensated \$4,200.00 for mobilization and demobilization costs. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination or expiration of this Agreement.

21. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, the forum and venue for any claim or cause of action arising from or relating to this Agreement shall be Maricopa County Superior Court. Client waives the right to have the suit brought, or tried in, or removed to, any other county or court.

22. Consultant can assign its interest in this Agreement without the written consent of the other.

23. This Agreement, including attachments incorporated herein by reference, represents the entire contract and understanding between the parties. The terms of this Agreement will prevail over any different or additional terms in Client's purchase order, request for proposal or other forms unless agreed to in writing by Consultant. Any modification to this Agreement shall be made in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

24. Client and Consultant acknowledge that each has read and agrees to all terms and conditions stated herein, and any that are incorporated herein by reference and made a part of this Agreement, and that this Agreement applies to all services performed by Consultant for Client with Client's permission or on Client's behalf, whether or not such services are included in the above Scope of Services. The individuals signing this Agreement on behalf of the respective parties represent and warrant that they have authority to do so and to bind such party thereby.

**Special Conditions:**

Part Time is classified as two (2) days per week.

Additional work days, travel and education that is requested by the President of the Board will be compensated as per the fee schedule and the incidental charges schedule.

This Agreement has been executed and is effective as of the date first appearing above.

CLIENT:

By: [Signature]

Name:

Title: President of the Board

Date: 7-31-03

CONSULTANT:

By: [Signature]

Robert E. Ruhl

Principal

Date: 7-31-03

[Signature]



This message is not flagged. [ [Flag Message](#) - [Mark as Unread](#) ]

**Date:** Tue, 13 Jan 2004 13:54:48 -0800 (PST)

**From:** "Mt Tipton Water Company" <mtiptonh2o@yahoo.com>  [Add to Address Book](#)

**Subject:** Re: Meeting with Board of Directors?

**To:** "Zelda Wright" <Zelda.Wright@co.mohave.az.us>

Zelda,

Please forgive the delay in continuing working with you. We've had our plate full & have undergone quite a few changes internally.

The Board would still like to meet with you & President Schwab would especially like to apologize for the delay.

Today we had our final hearing on our pending Emergency Rate Case & three of our Board Members are down @ the Border checking the viability of much needed additional storage (our historical problem) tanks.

In addition, we have requested an audit from WFA which we also anticipate to be fairly soon & time consuming.

We just want to touch bases with you & apologize for the delay on our part.

We are still very interested in DWID formation as soon as we get to a better place of survival.

Thank you!

Sue Morgan, GM



**Robert E. Ruhl**

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September 15, 2003

Mr. Dave Estenson, President, Mt. Tipton Water Co. Inc.  
P.O. Box 38  
Dolan Springs, AZ 86441

Subject: Interim General Management Agreement

Mr. Estenson,

In review of our current Agreement for Services, it has become apparent that the financial burden of contracted services for the Mt. Tipton Water Co. Inc. is not feasible at this time. To best accommodate the needs of the Mt. Tipton Water Co. Inc. I am submitting "Notice of Intent To Terminate" which is pursuant to our Services Agreement. This will be effective sixty (60) days after the above date.

We will be happy to finish our assigned work, other than General Management Services, which are paid out of funds normally not considered General Fund, (Project Admin, Grants, Loans, Etc.).

Please feel free to contact me concerning this issue.

Sincerely,

Robert E. Ruhl  
**Consultant**

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2303 N. 44th Street #14-1121 Phoenix, AZ 85008-2442  
602-625-2216 Fax 509-461-6317  
e-mail [swcprof@earthlink.net](mailto:swcprof@earthlink.net)