

PRESCOTT CITY COUNCIL JOINT REGULAR VOTING MEETING/SPECIAL MEETING A G E N D A

**PRESCOTT CITY COUNCIL
JOINT REGULAR VOTING MEETING/SPECIAL MEETING
TUESDAY, June 22, 2010
3:00 P.M.**

**Council Chambers
201 South Cortez Street
Prescott, Arizona 86303
(928) 777-1100**

The following Agenda will be considered by the Prescott City Council at its **Joint Regular Voting Meeting/Special Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

◆ **CALL TO ORDER**

◆ **INTRODUCTIONS**

◆ **INVOCATION:** Pastor Hilylard Irvin of Church of Nazarene

◆ **PLEDGE OF ALLEGIANCE:** Mayor Kuykendall – introducing Shania Howe, a member of the Navajo Nation

◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall

Councilman Blair

Councilman Hanna

Councilman Lamerson

Councilwoman Linn

Councilwoman Lopas

Councilwoman Suttles

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PUBLIC COMMENTS

A. Bill Arnold re “The Arizona We Want.”

B. John Sellers re Insurance / Risk Management.

C. George Karsa re Noise Pollution.

D. Prescott Alternative Transportation re latest Safe Routes to School grant awards.

II. PROCLAMATIONS

- A. June 23, 2010 through July 4, 2010 as *Keep Prescott Cowboy and Wear Western Week in Prescott.*

III. PRESENTATIONS

- A. Introduction of new businesses.
- B. Presentation by Suchitoto Sister City Association to Lifeline Ambulance.
- C. Presentation by Employers Support of the Guard and Reserve.

IV. CONSENT AGENDA

CONSENT ITEM A THROUGH D LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

- A. Award Fiscal Year 2011 legal publications to Prescott Newspapers, Inc. at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.
- B. Appointment of William R. Whittington independent legal counsel for both the Police and Fire local boards for the City of Prescott Public Safety Personnel Retirement System.
- C. Approval of lease agreement with Lifeline Ambulance Service, Inc. for the purpose of housing emergency medical service ambulance(s) and crew(s) at fire station #75.
- D. Approval of the Minutes of the Prescott City Council Special Meeting of June 8, 2010 and the Regular Voting Meeting of June 8, 2010.

V. REGULAR AGENDA

- A. Public Hearing and consideration of a liquor license submitted by David Wayne Hallum, Applicant for Hallum, Inc. for a Series 10 Beer & Wine Store license for Flyz located at 2889 Willow Creek Road.
- B. Adoption of Resolution No. 4014-1044 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into a Supplemental Intergovernmental Agreement ("IGA") with the Town of Prescott Valley clarifying and memorializing the authority, procedures and responsibilities of Prescott and Prescott Valley for administration of the requirements and costs of the Big Chino Water Ranch Project and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- C. Lease Agreement with MH Properties, LLC (Guidance Helicopters):
 - 1. Reconsideration of Approval of Lease Agreement with MH Properties, LLC (Guidance Helicopters) for approximately .395 acres of airport property at Ernest A. Love Field.
 - 2. Approval/denial of Lease Agreement with MH Properties, LLC (Guidance Helicopters) for approximately .395 acres of airport property at Ernest A. Love Field.

- D. Charter Amendment Election:
 - 1. Adoption of Ordinance No. 4749-1046 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona ordering calling a special election to be held November 2, 2010 to vote on municipal measures.
 - 2. Adoption of Resolution No. 4030-1060 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the ballot language regarding proposed Charter amendments to be presented to the voters of the City of Prescott at the Special Election to be held on November 2, 2010.

- E. Adoption of Ordinance No. 4748-1045 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, accepting title to real property known as the Stone Living Trust property located in the Thumb Butte Estates and authorizing the Mayor and staff to execute any and all documents to effectuate said purchase.

- F. Approval to continue legal action (quiet title) to clear title to parcel of land located in the middle of the airport runway and approval of a legal services agreement with the law firm of Favour, Moore & Wilhelmsen for continuing legal representation.

- G. Public Hearing on the Final Budget for Fiscal Year 2011 including expenditure limitation and proposed tax levy.

- H. Recess Regular Voting Meeting for Special Meeting.

SPECIAL MEETING

- 1. Call to Order.

2. Adoption of Resolution No. 4029-1059 - A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, finally determining and adopting estimates of proposed expenditures for the Fiscal Year 2011, and declaring that the same shall constitute the budget for the City of Prescott for said fiscal year and establishing the expenditure limitation, approving and updating the job roster for the City of Prescott and setting forth its determination as to unfunded capital and other unfunded budgetary requests.

3. Adjournment of Special Meeting.

I. Reconvene the Regular Meeting of June 22, 2010 and recess into Executive Session.

VI. EXECUTIVE SESSION

A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting, pursuant to A.R.S. 38-431.03(A)(1).

1. Annual evaluation of City Clerk.

2. Annual evaluation of City Attorney.

VII. POST EXECUTIVE SESSION

A. Possible action on Employment Agreement with City Clerk.

B. Possible action on Employment Agreement with City Attorney.

VIII. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on _____ at _____.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Elizabeth A. Burke, MMC, City Clerk

PROCLAMATION

“KEEP PRESCOTT COWBOY” World’s Oldest Rodeo®

WHEREAS, Prescott Frontier Days®, Inc. World’s Oldest Rodeo® annually held during the July 4th Celebration since 1888; and

WHEREAS, Prescott, Arizona is known as the Cowboy Capital of the American West™; and

WHEREAS, the week during Rodeo is known as Frontier Days Week; and

WHEREAS, as a continuing tradition to support the Rodeo and related tourism activities; and

WHEREAS, in a collaborative effort to preserve the World’s Oldest Rodeo® and to preserve old west traditions along with continuing historical cowboy culture and values; and

WHEREAS, to demonstrate community support and unity for all citizens and visitors alike; and

WHEREAS, the Prescott Frontier Days®, Inc. World’s Oldest Rodeo® financially benefits the City of Prescott, businesses and citizens of Prescott and surrounding communities in a proud and historic tradition; and

WHEREAS, ALL citizens of the City of Prescott as well as the surrounding areas are encouraged to “Keep Prescott Cowboy” and citizens and businesses alike are encouraged to wear and have their employees “Wear Western” during the World’s Oldest Rodeo® and Frontier Days Week.

NOW THEREFORE, I, Marlin Kuykendall, Mayor of the City of Prescott, Arizona, do hereby proclaim each and every week of the World’s Oldest Rodeo®, also known as Frontier Days Week, as:

“KEEP PRESCOTT COWBOY AND WEAR WESTERN”

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the City of Prescott to be affixed this 22nd day of June, 2010.

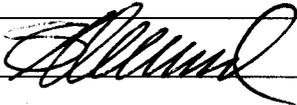


Marlin D. Kuykendall
MARLIN D. KUYKENDALL, MAYOR
City of Prescott

ATTEST:

Elizabeth A. Burke
ELIZABETH A. BURKE, CITY CLERK

COUNCIL AGENDA MEMO – (06/22/2010)	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Annual Contract for Legal Advertisement

Approved By:	Date:
Department Head: Elizabeth A. Burke, City Clerk	6/16/2010
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	

Item Summary

Annual contract for legal advertisement of public notices as required by City Charter and/or State Statutes.

Background

Formal sealed bids requested for furnishing legal advertisements for the public notifications as required by the City Charter and/or State Statutes were opened Wednesday, June 16, 2010, at 10:00 a.m. Legal advertisements are bid at a rate for a column inch per section, according to ARS Article 2, Section 39-221.

The bid requested rates for straight copy format and camera-ready single column format. Straight copy is retyped by the Daily Courier personnel before being published, while camera-ready copy is in the proper format for publication and in most cases we now e-mail directly to the Daily Courier in the proper format.

One bid was received from the Daily Courier at the following rates: \$11.16/colum inch for straight copy and \$9.30/column inch for camera-ready copy. These are the same rates as the last few years.

Budget

The cost for legal advertisement is charged to the City Clerk’s Office, and this contract would be for a period of one year.

Recommended Action: **MOVE** to award the bid for legal advertisement of public notices for fiscal year 2011 to Prescott Newspapers (Daily Courier) at the rate of \$11.16/column inch for straight copy and \$9.30/column inch for camera-ready copy.

COUNCIL AGENDA MEMO – 06/22/2010	
DEPARTMENT:	City Manager/Human Resources
AGENDA ITEM:	Appointment of Independent Legal Counsel for PSPRS Local Boards

Approved By:		Date:
Department Head:	Jolaine R. Jackson, Human Resources Director	06/22/2010
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood <i>[Signature]</i>	06/18/10

Summary

Appoint William R. Whittington of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C., as independent legal counsel as required by A.R.S. 38-847(N). Action is being taken upon recommendation from Public Safety Personnel Retirement System 2010 local board audit.

Background

A.R.S. 38-847 (N) states the following:

N. The fees of the medical board and of the local board's independent legal counsel and all other expenses of the local board necessary for the administration of the system shall be paid by the employer at such rates and in such amounts as the local board shall approve. Legal counsel that is employed by the local board is independent of the employer and any employee organization or member and owes its duty of loyalty only to the local board in connection with its representation of the local board.

Attachments:

- ⊙ PSPRS local Board Minutes (June 2, 2010) reflecting the recommendation for appointment.
- ⊙ Letter from Bill Whittington on cost and scope of appointment.
- ⊙ Resolution of Appointment.

Recommended Action: MOVE to adopt Resolution No. 4028-1058.
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RESOLUTION NO. 4028-1058

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPOINTING WILLIAM R. WHITTINGTON AS LEGAL COUNSEL FOR THE CITY OF PRESCOTT PUBLIC SAFETY RETIREMENT SYSTEM LOCAL BOARD, ON AN AS-NEEDED BASIS REGARDING GENERAL MATTERS; AND AUTHORIZING THE LOCAL BOARD CHAIRMAN, GOVERNING BOARD AND STAFF TO CONTACT SAID COUNSEL, FROM TIME TO TIME

RECITALS:

WHEREAS, the City of Prescott Local Board of the Public Safety Retirement System (the "Board") has a need for legal counsel in regard to various issues that may arise from time to time in regard to the City of Prescott's Public Safety Personnel Retirement System; and

WHEREAS, in order to maintain efficient operations, it may be necessary for the Chairman, the Governing Board or staff to contact counsel in regard to various matters arising from time to time and that any said contact shall be reported to the Board; and

WHEREAS, A.R.S. §38-847(N) requires the Local Board's legal counsel to be independent from the City of Prescott; and

WHEREAS, the City of Prescott Public Safety Retirement System Local Board has recommended William R. Whittington to be appointed as its independent legal counsel; and

WHEREAS, it is in the best interest of the City of Prescott to appoint William R. Whittington as counsel for the City of Prescott Public Safety Retirement System; and for the City of Prescott Public Safety Retirement System Local Board to have access to said counsel.

ENACTMENTS:

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Prescott, that the City of Prescott Public Safety Retirement System Local Board is hereby authorized to use William R. Whittington for various matters on an ongoing basis, as needed; and

FURTHER RESOLVED, that the Chairman, Local Board Members and staff are hereby authorized to contact said legal counsel regarding matters that may arise requiring counsel.

PASSED and ADOPTED this 22nd day of June, 2010, by the Mayor and Council of the City of Prescott, Arizona.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

PRESCOTT FIRE & POLICE BOARDS - THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM



A joint meeting was held with the Prescott Police & Fire Boards of the Public Safety Personnel Retirement System on Wednesday, June 2, 2010 at 216 S. Marina, Suite 309, Prescott, AZ 86303.

- I. Meeting was called to order at 2:12pm.
- II. Members present were:
 - ✓ Jolaine Jackson, Secretary
 - ✓ Fire Engineer, Bill Hickey
 - ✓ Police Lt., Ken Morley
 - ✓ Chairman, (Mayor) Marlin Kuykendall
 - ✓ Guests: Bill Whittington and Felicia Slaton from the law firm of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C.

Boardmembers Dave Essex, Glenn Koester and Tim Sheehan were absent.

- III. Approval of Fire Board minutes for meeting held on April 12, 2010.
 - ✓ Motion was made to approve meeting minutes as written by Jolaine Jackson and seconded by Bill Hickey; motion carried unanimously.
- IV. Approval of Police Board minutes for meeting held on November 23, 2009.
 - ✓ Motion was made to approve meeting minutes as written by Jolaine Jackson and seconded by Ken Morley; motion carried unanimously.
- V. Executive Session: Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting, pursuant to A.R.S. Section 38-431.03(A)(1).

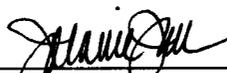
No motion to convene in executive session. Meeting held in open session.

- 1. Consideration of appointment of independent Local Board Attorney, William R. Whittington of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. per A.R.S. 38-847 (N).
Jolaine mentioned that the local board has recently undergone a "mini-audit" from PSPRS; one item noticed in the audit was that the Prescott local boards did not have independent counsel as the City used the City Attorney when necessary. PSPRS recommended that the Boards contract with an outside Attorney. Jolaine received recommendation to use Bill Whittington's office. Handouts were provided: Memo from Bill Whittington regarding services offered and cost; draft resolution for City of Prescott City Council for appointment; A.R.S. Statute 38-847 (N). Bill Whittington made a presentation and introduced his paralegal, Felicia. Bill has experience with administration of PSPRS local Boards. Jolaine mentioned that she had spoken to City Attorney, Gary Kidd, and he stated that the PSPRS Board needs to recommend the appointment of the independent Attorney and then present it to Council for their approval. Mr. Kidd also mentioned he had no concerns with Bill Whittington serving as Board counsel. If selected, Bill would like to provide some annual training for the Board and provide some quick cards, to help Boardmembers with their role. Chairman Kuykendall asked if Bill was unavailable, could another member in his office take his place is necessary - the answer was yes. Bill and Felicia then left the meeting.

A motion was made by Bill Hickey to approve Bill Whittington as independent counsel for both the Police and Fire PSPRS Boards for the City of Prescott; seconded by Jolaine Jackson - motion carried unanimously.

- VI. Adjournment at 2:24 p.m.

Approved:



Jolaine Jackson, Board Secretary

LAW OFFICES

BOYLE, PECHARICH, CLINE, WHITTINGTON & STALLINGS, P.L.L.C.

ROBERT S. PECHARICH
BARRY B. CLINE*
WILLIAM R. WHITTINGTON
JOHN C. STALLINGS
DONALD C. ZAVALA, JR.
G. EUGENE NEIL
JONATHAN A. MILLET

125 NORTH GRANITE STREET
PRESCOTT ARIZONA 86301-3001

TELEPHONE: (928) 445-0122
FAX NO.: (928) 445-0021

JAMES P. BOYLE, JR. (1913-2003)
JOHN S. REGAN (1952-2002)

FEDERAL TAX ID: 86-0910099

*CERTIFIED TRUST AND
ESTATE LAW SPECIALIST.
ARIZONA BOARD OF LEGAL
SPECIALIZATION

May 12, 2010

Via Email

Jolaine R. Jackson, Board Secretary
PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
CITY OF PRESCOTT
201 S. Cortez Street
P.O. Box 2059
Prescott, AZ 86302

Re: City of Prescott/Public Safety Retirement System Local Board Representation

Dear Jolaine:

This letter is a follow up to our phone conversation of April 24, 2010. I would be happy to assist you by providing representation to the City of Prescott's Public Safety Local Board. While the fees for my services for normal commercial work are \$250 an hour, I charge \$175 an hour for my representation of governmental entities. I also charge \$125 an hour for the services of my paralegal, and we charge for out-of-pocket costs. (This includes such things as long distance calls, copy charges, fax charges, filing fees, recording fees, and fees of any independent consultants or specialists, when needed.) Please find enclosed a Resolution for review and approval by the Local Board for using my services. It will need to be agendaized for approval by the Local Board at its upcoming meeting. Once approved and signed, please provide a copy to me for my permanent file.

I have represented a number of public safety retirement boards over the years, and am happy to make myself available to you, on an as-needed basis. If you have a schedule of regular meetings, please send it to me. I look forward to working with you.

Sincerely,

BOYLE, PECHARICH, CLINE,
WHITTINGTON & STALLINGS, P.L.L.C.



William R. Whittington

WRW/fs
Enclosure
cc: Gary Kidd, Esq.

COUNCIL AGENDA MEMO – June 22, 2010
DEPARTMENT: Fire
AGENDA ITEM: Lease Agreement with Lifeline Ambulance Service, Inc.

Approved By:	Date:
Department Head: Bruce Martinez, Fire Chief	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>[Signature]</i>	<i>[Signature]</i>

Background

In November of 2001, the City of Prescott entered into a lease agreement with Lifeline Ambulance Service, Inc. for the purpose of leasing excess space at Fire Station #75, 315 Lee Boulevard. The space consists of 1,200 square feet of crew living area and 700 square feet of indoor apparatus garage area. The lease agreement expired on February 15, 2010, but there has been no interruption in payment of the current lease.. The current lease covers utilities, with the exception of cable television and telephone. The lease arrangement has been very beneficial to both Lifeline and the Prescott Fire Department with no problems encountered. This public/private partnership has benefited the citizens of Prescott and the Tri-City area through faster response times and improved working relationships with our public safety agencies.

Status

In December of 2009 the Fire Department and Lifeline Ambulance Service Inc. renegotiated the rate of our current lease. The negotiations led to an agreement that is consistent with the fair market value for commercial property. Attorney's from both parties felt that the lease agreement was outdated and needed to be rewritten. It took some time for both to agree to the terms and verbiage of the lease and it is now complete. Per City Code, this proposed lease was advertised for two weeks in the Prescott Courier with no responses.

The new agreement will increase the lease amount from \$1,911.65 per month to \$1,970.77 per month plus applicable taxes. The new lease calls for three, one year terms ending on February 14, 2012 and will automatically renew each consecutive year under the same terms unless either party chooses to terminate.

Finance

Funds from this lease will be credited to the Fire Department's impact fee account for Fire Department Capital needs.

Recommended Action: MOVE to approve lease agreement with Lifeline Ambulance Service Inc., for the purpose of housing emergency medical services ambulance (s) and crew (s) at fire station #75.

LEASE

THIS LEASE ("Lease") is made this ____ day of _____, 20____ by and between THE CITY OF PRESCOTT, hereinafter referred to as "Lessor", and Life Line Ambulance Service, Inc., an Arizona corporation, with its principal place of business located at 1099 Iron Springs Road, Prescott, AZ., hereinafter referred to as "Lessee." Lessor and Lessee may be jointly called "Parties" or individually "Party".

WITNESSETH:

WHEREAS the Lessor is the owner of certain real property and a fire station located thereon, a portion of which is currently being leased to the Lessee; and

WHEREAS Lessee desires to continue to lease a portion of the real property herein described for the housing of an ambulance and associated emergency medical crew, and to extend the term of said Lease; and

WHEREAS it would be in the best interests of the City of Prescott to continue to provide lease space for an ambulance and associated emergency medical crew in a City of Prescott fire station.

IN CONSIDERATION OF THE PREMISES and the mutual covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each Party to the other, the Parties hereto agree as follows:

- 1. PREMISES.** That the subject of this Lease is more particularly described as: one parking bay located within the Prescott Fire Station, closest to the sleeping quarters, located at 315 Lee Blvd., Prescott, Arizona for the housing of an ambulance, sleeping quarters for an ambulance crew consisting of five (5) individuals, who shall have the following minimum

certification: Emergency Medical Technician, and room to store required medical equipment. The exact location of the bay and sleeping quarters ("Demised Premises") shall be subject to the approval of the Prescott Fire Chief. The Parties acknowledge that by virtue of the physical layout of the fire station, the Lessee shall also be entitled to the use of various "common areas" of the fire station to access its ambulance (e.g., the bay areas not being utilized for housing of the ambulance), the first floor office area and other areas. The designation and use of such common areas may be agreed upon by the Lessee and the Prescott Fire Chief.

2. TERM.

A. Unless otherwise not renewed as herein provided, the term of this Lease shall be three (3) one (1) year periods commencing February 15, 2009 and ending February 14, 2012.

B. This Lease shall automatically renew for each consecutive one (1) year period under the same terms and conditions as set forth herein unless either of the Parties hereto gives written notice to the other at least ninety (90) days prior to the expiration of the then existing one (1) year period of its intent not to renew this Lease.

C. Except as otherwise modified herein, the Lessee may continue in possession of the Demised Premises pursuant to City of Prescott Contract Number 01-228.

3. WARRANTY. At the commencement of the term, Lessee shall accept the Demised Premise and fixtures in its existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof. In no event shall the Lessor be liable for any defect in such Demised Premises or for any limitation on its use.

4. RENT.

A. Lessee shall pay to Lessor rent, in equal monthly installments, on the first (1st) day of each month during the initial twelve-month term hereof (i.e. the "initial period"), in the sum of One Thousand Nine Hundred Seventy dollars and 77/100 (\$1,970.77) per month.

B. Rent for each twelve-month period after the initial period shall be increased by the sum of three percent (3%) over the preceding twelve month period.

C. All rental payments due under the terms of this Lease shall be made to the Lessor at P. O. Box 2059, Prescott, Arizona 86302, unless and until another address is designated by Lessor for receipt of payment. All rental payments due herein are due and payable on the first (1st) day of each month, and a late charge of One hundred dollars (\$100.00) shall be added to each payment received by the Lessor five (5) days after said rent becomes due and payable.

5. DEFAULT OF RENT. If any rent shall be due and unpaid or if after fifteen (15) days written notice by Lessor to Lessee default shall be made in any of the other covenants contained herein, it shall be lawful for Lessor and/or its designee to re-enter the Demised Premises and remove therefrom all persons and personal property of the Lessee then occupying same.

6. CITY AND STATE TAXES. In addition Lessee shall pay to Lessor, as part of each monthly rental payment, an amount equal to all taxes measured by the gross rental receipts (rental taxes) which Lessor is required to pay by reason of the amounts paid by Lessee to Lessor under this Lease, as determined by any taxes imposed by the City of Prescott, County of Yavapai, and the State of Arizona.

7. SURRENDER OF PREMISES. Subject to the terms and conditions herein provided, it is agreed that at the expiration of the term of this Lease, or any sooner

termination of this Lease, Lessee will quit and surrender the Demised Premises, in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted. If the Lessee should hold over the said term with the consent, express or implied, of Lessor, such holding over shall be construed as a tenancy only from month to month, and the Lessee shall continue to pay the prevailing rent for such term as Lessee holds same.

8. USE.

A. Lessee shall use the Demised Premises solely for the housing of an ambulance and associated crew, and for no other purpose without Lessor's prior written consent.

B. Lessee shall, at Lessee's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Demised Premises.

C. Lessee hereby accepts the Demised Premises in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of the Demised Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent have made any representation or warranty as to the suitability of the Demised Premises for the conduct of Lessee's business.

D. Lessee acknowledges that its use of the Demised Premises described herein are non-exclusive, and that the Demised Premises will also be used by the Lessor as a fire station, and for other municipal and governmental purposes.

9. UTILITIES. The Lessee agrees to pay for all telephone charges and cable television charges as a result of its use of the Demised Premises. The Lessor shall pay for all water,

fuel, light, power and gas in or about the Demised Premises.

10. SIGNS. Lessee shall place no signs, flags, or posters or other advertising or promotional materials on the Demised Premises, on the exterior of the building in which the Demised Premises are located, or in the windows of the Demised Premises without having obtained Lessor's prior written consent, which consent may be withheld at the sole discretion of the Lessor.

11. LESSEE'S OBLIGATIONS. Lessee shall, at its expense and throughout the term of this Lease, maintain, service, replace, and keep in good repair the interior structure and interior mechanical equipment, including such items as floors, ceilings, walls, doors, glass, plumbing, cleaning, heating and cooling equipment, air conditioning, partitions, and electrical fixtures of the Demised Premises, and surrender the same upon the expiration of the term herein or renewal thereof in the same condition as received, ordinary wear and use excepted. On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Demised Premises to Lessor in the same condition as received, broom-clean, ordinary wear and tear excepted.

12. REPAIRS. Any repairs which are required to be done to the Demised Premises which are necessitated by the negligence or acts of the Lessee, its employees or agents, shall be borne by the Lessee.

13. KEEPING PREMISES CLEAN. Lessee agrees to keep the Demised Premises inside and outside clean and neat at all times, including sidewalks, parking area and front and rear yards.

14. ALTERATIONS AND ADDITIONS. Alterations and additions may not be made to the Demised Premises without the prior written consent of the Lessor, any alteration of or addition to the Demised Premises, shall become part of the realty and shall belong to the Lessor

upon termination of this Lease. However, this shall not prevent the Lessee from installing and removing trade fixtures, machinery, or other trade equipment so long as the Demised Premises are not damaged by such removal. Lessee shall keep the Demised Premises, the building in which the Demised Premises are located and the property on which the Demised Premises are situated, free from any liens arising out of any work performed for, material furnished to, or obligations incurred by the Lessee. It is further understood and agreed that under no circumstance is the Lessee to be deemed the agent of the Lessor for any alteration, repair or operation of the building upon the Demised Premises, the same being done at the sole expense of the Lessee, and all contractors, materialmen, mechanics, and laborers, are hereby charged with the notice that they must look to Lessee only for the payment of any charge for work done and materials furnished upon the Demised Premises during the term of this Lease.

15. LIENS CREATED BY LESSEE. Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien upon the property on which the Demised Premises are located or other estate or reversion of the Lessor in the Demised Premises or upon any building or improvement thereon, and should any such lien be filed, the Lessee at its own cost and expense shall bond or otherwise discharge the same within ten days after the filing thereof.

16. LESSEE'S FIXTURES. Upon receiving the written consent of the Lessor, not to be unreasonably withheld, Lessee may install in the Demised Premises any new fixtures Lessee deems desirable and they shall remain Lessee's property. Lessee may remove these fixtures at any time but shall repair any damage caused by removal. No fixtures shall be installed which effect the structural integrity or external appearance of the Demised Premises without Lessor's prior

written consent. Any fixtures or other property of Lessee remaining on the Demised Premises after termination of the Lease shall, after seven (7) days, become the property of the Lessor.

17. PROHIBITION AGAINST ASSIGNMENT. Lessee shall not assign, mortgage or encumber this Lease nor sublet nor permit the Demised Premises or any part thereof to be used by others, without the prior written consent of the Lessor in each instance. If this Lease is assigned, or the Demised Premises or any part thereof is sublet or occupied by anybody other than the Lessee, the Lessor may, after default by the Lessee, collect rent from the assignee, sublessee or occupant, and apply the net amount collected to the rent reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sublessee or occupant as a tenant or lessee, or a release of the Lessee from further performance by the Lessee of the covenants in this Lease. The consent of the Lessor to an assignment or subletting shall not be construed to relieve the Lessee from obtaining the consent, in writing, of the Lessor to any further assignment or subletting.

18. PROHIBITION AGAINST LESSEE. Lessee shall not, at any time, without first obtaining the Lessor's express written consent:

A. Change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of the Demised Premises, or the building in which the same is located, or any part thereof, whether the interior or exterior of said building, including the grounds therein;

B. Perform any act or carry on any practice which may damage, mar or deface the Demised Premises or the building in which the Demised Premises is located;

C. Install, operate or maintain in the Demised Premises any electrical

equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Lessor.

19. DAMAGE OR INJURY TO PERSON OR PROPERTY.

A. Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of Lessee, its employees or agents arising from or relating to Lessee's use or occupation of the Demised Premises.

B. Lessor hereby agrees to exempt, indemnify and hold harmless the Lessee from any and all liability for any damage or injury to person or property caused by or resulting from any act or omission of Lessor, its employees or agents.

20. INSURANCE. Lessee shall maintain a comprehensive public liability insurance policy in an amount of not less than One Million Dollars (\$1,000,000.00), insuring against liability for bodily injury and property damage, for the benefit of Lessor. All insurance must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. Section 20-217, a copy of which certificate is to be attached to the applicable binder or insurance policy.

21. LANDLORD'S OBLIGATIONS. Notwithstanding any other terms hereof, except for damage caused by any negligent or intentional act or omission of Lessee, Lessee's agents, employees, or invitees, Lessor, at Lessor's expense, shall keep in good condition and repair the fire station in which the Demised Premises are located.

22. DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this lease by Lessee:

- A. The vacating or abandonment of the Demised Premises by Lessee.
- B. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, or to provide proof of payment of said amounts upon demand of Lessor.
- C. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than described in paragraph B above, where such failure shall continue for a period of fifteen (15) days after written notice hereof from Lessor to Lessee; provided however, that if the nature of Lessee's default is such that more than fifteen (15) days are reasonably required for its cure, then Lessee shall not be deemed to be in default, if Lessee commenced such cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion.
- D. (i) The making by Lessee of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in the lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Demised Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. REMEDIES.

- A. If Lessor or Lessee determines that the other Party has not fulfilled its

duties or obligations under this Lease, this Lease may be terminated by that Party upon thirty (30) days written notice to the other Party. However, the Party desiring to terminate this Lease must provide notice as to the specific manner in which the other Party has not fulfilled the aforementioned duties. The Party deemed to be failing its duties or obligations would then have fourteen (14) days to implement a solution before final notice of termination is issued.

B. Notwithstanding the provisions in paragraph A above, if Lessee is in material breach of this Lease for failure to make payment of rent, paragraph 24 hereof shall apply.

24. NON-PAYMENT OF RENT. In addition to any other remedy provided for in this lease, Lessee further agrees with Lessor that upon the non-payment of the whole or any part of the said rent or other payment due hereunder at the time when same is promised to be paid by the said Lessee, the Lessor at its election, may either distrain for said rent due, or declare this Lease at an end and recover possession of said Demised Premises, as though the same were held by forcible detainer, said Lessee hereby waiving any notice of such election or any demand for rent; and further, that in the event the Demised Premises or part thereof shall be deserted during said term or of the breach of any of the other terms, covenants or agreements herein contained, and by the Lessee to be kept and performed, the Lessor may declare this Lease to be at an end and become entitled to the immediate possession of the Demised Premises and may pursue any other remedy provided for herein; or they may treat this Lease as continuing and take, have and recover any damages they may have sustained by reason of such breach.

25. INDEPENDENT COVENANT FOR PAYMENT OF RENT. The covenant of the Lessee to pay rent shall at all times be recognized as an independent covenant under

the terms of this Lease and shall in no way be construed to be dependent upon any other clause, condition or covenant contained herein.

26. DEFAULT BY LESSOR. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event earlier than thirty (30) days after written notice by Lessee specifying wherein Lessor has failed to perform such obligations; provided however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such thirty-day period and thereafter diligently prosecute the same to completion.

27. INTEREST ON PAST DUE OBLIGATIONS. Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest at eighteen percent (18%) per annum from the date due. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

28. NOTICES. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor or Lessee respectively at the following addresses (until written notice of change of address is provided by either Party to the other):

To Lessor:
City of Prescott
Fire Department
P.O. Box 2059
Prescott, Arizona 86302

With a copy to the City of Prescott Manager at the following address:

City Manager
City of Prescott
201 South Cortez
Prescott, AZ 86301

To Lessee:

Life Line Ambulance Service, Inc.
1099 Iron Springs Road
Prescott, AZ 86305

Notice to any one of the Parties herein collectively referred to as Lessor or Lessee shall be deemed notice to all Parties referred to under such designation.

29. WAIVER BY LESSOR. The waiver by either Party of any breach or breaches by the other of any one or more of the covenants, agreements, conditions, or obligations herein contained shall not bar either Party's right to employ any rights or remedies in the event of any subsequent breach of any such or other covenants, agreements, conditions, or obligations. Any entry and/or re-entry by the Lessor, whether had or taken under what is generally known as summary proceedings, or otherwise, as provided by the terms of this Lease, shall not be deemed to absolve or discharge the Lessee from liability hereunder.

30. SEVERABILITY. The invalidity of any provision of this Lease as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the Parties is not defeated thereby.

31. CHANGE IN LEASE. The making, execution and delivery of this Lease has not been induced by any representation, statement, warranties or agreements other than those herein expressed. It is mutually agreed by and between the Parties hereto that this Lease supercedes

all other previous and/or other agreements bearing upon the Demised Premises, and it is further agreed that no changes to or in this Lease shall be made without being in writing, signed by all of the Parties hereto.

32. RESERVATION BY LESSOR. Lessor reserves the right to make improvements and additions upon the Demised Premises. Any such additions or improvements, if not an integral part of the Demised Premises, shall be property of Lessor and shall not be deemed part of the Demised Premises leased to Lessee.

33. CONFLICT OF INTEREST. Pursuant to A.R.S. Section 38-511, the City of Prescott may cancel this Lease, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Lease on behalf of the City is, at any time while the Lease or any extension of the Lease is in effect, an employee or agent of any other Party to the Lease in any capacity or a consultant to any other Party of the Lease with respect to the subject matter of the Lease. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of the City of Prescott from any other Party to the Lease arising as a result of this Lease.

34. CONSTRUCTION. The terms and conditions of this Lease shall be construed and governed in accordance with the laws of the State of Arizona.

35. DISPUTE RESOLUTION. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Lease, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court. The Parties hereto further expressly covenant and agree that in the event of

litigation arising from this Lease, neither Party shall be entitled to an award of attorneys fees, either pursuant to the Lease, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

36. TIME IS OF THE ESSENCE. Time is of the essence of this Lease. The failure of either Party to require the strict performance by the other of any provision of this Lease shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Lease in accordance with the terms hereof, and without notice.

37. PREPARATION OF LEASE. This Lease was prepared by Gary Kidd, Prescott City Attorney. Lessee acknowledges that said attorney has in no way represented or advised Lessee, and that Lessee has the option and right at all times hereof to obtain independent counsel of its own choosing in entering into this Lease.

38. RESULT OF NEGOTIATIONS. This Lease is the result of negotiations by and between the Parties. Although it has been drafted by the Prescott City attorney, it is the result of negotiations between the Parties. Therefore, any ambiguity in this Lease is not to be construed against either Party.

39. NON-DISCRIMINATION CLAUSE. The Lessee, with regard to the provisions of services to the general public pursuant to this Lease, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. The Lessee will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4.

40. CONTRACT ADMINISTRATOR. The Contract Administrator for the purposes of this Lease shall be the Fire Chief (or his designee), until such time that a different contract administrator is designated by the City of Prescott Manager. Whenever the consent of the City of Prescott is required pursuant to the terms of this Lease, the Contract Administrator is hereby empowered to give such consent on behalf of the Lessor, with the exception of any material changes to the Lease pursuant to Paragraph 31, which are required to be approved by the Prescott City Council.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2010.

LESSOR:

CITY OF PRESCOTT

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

Elizabeth Burke
City Clerk

Gary Kidd
City Attorney

LESSEE:

LIFE LINE AMBULANCE SERVICE, INC.

CHERYL SMITH, President

COUNCIL AGENDA MEMO – (June 22, 2010)
DEPARTMENT: City Clerk
AGENDA ITEM: Public Hearing and consideration of a liquor license application from David Wayne Hallum applicant for Hallum, Inc. for a Series 10 Beer & Wine Store license for Flyz located at 2889 Willow Creek Road.

Approved By:	Date:
Department Head: Elizabeth A. Burke	06/21/2010
Finance Director: Mark Woodfill	06/21/2010
City Manager: Steve Norwood 	06/21/2010

A Liquor License Application, City No. 10-162, State No. 10133218, has been received from David Wayne Hallum, Applicant for Hallum, Inc, for a Series 10 Beer & Wine Store license for **Flyz** located at 2889 Willow Creek Road.

The public hearing will be held at the Regular Council Meeting of Tuesday, June 22, 2010. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have. This license application is due to new ownership.

A copy of the application is available for Council's review in the City Clerk's Office.

<p>Recommended Action: (1) MOVE to close the Public Hearing. (2) MOVE to approve/deny State Liquor License Application No. 10133218, for a new Series 10 Beer & Wine Store, Applicant for Hallum, Inc. for Flyz, located at 2889 Willow Creek Road.</p>
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COUNCIL AGENDA MEMO – June 22, 2010
DEPARTMENTS: City Manager
AGENDA ITEM: Adoption of Resolution No. 4014-1044 approving a Supplemental Intergovernmental Agreement for Administration of Requirements and Costs of the Big Chino Water Ranch Project

Approved By:	Date:
Regional Programs Director: Craig McConnell <i>Craig McConnell</i>	6-14-10
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	06/15/10

Item Summary

This item is to approve the Supplemental Intergovernmental Agreement (IGA) clarifying and memorializing the authorities, procedures, and responsibilities of Prescott and Prescott Valley ("the Parties") for administration of the Big Chino Water Ranch Project.

A previous draft of the Supplemental IGA appeared on the agenda for the Council meeting of April 27, 2010. That item was tabled with direction to simplify the document, and confirm its sufficiency with respect to the City Procurement Code and necessity for Prescott to maintain firm control over Project finances.

Background

The Parties entered into an IGA ("the original agreement") for the Sale of Water and Cost Participation for the Big Chino Water Ranch Project in December 2004. Lands north of the Prescott Active Management Area (AMA) in the Big Chino Sub-basin of the Verde River Groundwater Basin were acquired and now comprise the Big Chino Water Ranch. Prescott is the Project owner and Prescott Valley a Project participant; the original agreement provides for sharing costs and water on a 54.1% / 45.9% basis respectively. The Project scope consists of developing the infrastructure necessary to transport groundwater from the Big Chino Sub-basin for use inside the AMA.

As the Project evolved following approval of the original agreement, the need for more specific identification of the administrative roles and responsibilities of the Parties became evident. The attached Supplemental IGA clarifies authorization of certain activities and expenditures, e.g., for legal services, lobbying and public information, and related miscellaneous items. In summary Prescott, as the Project owner, will continue to exercise control over activities and expenditures, with the Parties sharing costs according to the original agreement percentages. Approval of the Supplemental IGA will further enable reimbursement of eligible apportioned costs incurred by Prescott Valley to advance the Project.

Agenda Item: Adoption of Resolution No. 4014-1044 approving a Supplemental Intergovernmental Agreement for Administration of Requirements and Costs of the Big Chino Water Ranch Project

Attached are copies of the individual expenditures and invoices submitted by Prescott Valley through May 26, 2010. The majority fall into two categories: legal expenses in support of litigation (Perkins and Spahr); and lobbying and strategic communications (Greenberg and Policy Impact), activities crucial to passage of the recent Groundwater Transportation Act legislation. These have been reviewed and are recommended for approval in reliance upon submittal by Prescott Valley as lawful expenditures eligible for reimbursement per the original agreement and this Supplemental IGA.

Two local accounting firms and another person familiar with the project were recently contacted to explore the possibility of an independent review of the expenditures, however, all declined for various reasons. This inquiry did identify the challenge of defining fair and meaningful review criteria. With no evidence of expenditures having been made contrary to law or outside the scope of each of the contracts, arguably that would leave little more than subjective criteria fundamentally relating, for example, to whether in the view of the reviewer the Project "should" be undertaken at all, or questioning "how" the Project is being approached. This agenda item is neither to question nor validate the adopted general plans, goals, and objectives of Prescott and Prescott Valley underpinning the Project. Rather, in addition to clarifying administrative procedures, the purpose is to approve a group of specific expenditures which have been made by Prescott Valley in furtherance of the Project, consistent with the mutual intent of the original agreement, and therefore eligible for reimbursement.

Going forward, Prescott Valley expenditures are anticipated to be markedly reduced: (1) the Supplemental IGA will require prior Prescott approval of all contracts; (2) agreements with SRP will end much of the costly litigation which has occurred regarding Prescott's Big Chino water rights and this Project; and (3) two contracts are to be closed out. The first is for hosting of the separate (<http://protectingourwaterresources.com>) website, with content to be edited and then moved to the official City website. The second, for lobbying and communications, if replaced, will be contracted by Prescott at a reduced cost given successful passage of the aforementioned legislation and February 11, 2010, Agreement in Principle among Prescott, Prescott Valley, and SRP.

Budget

Upon approval of the Supplemental IGA, Prescott will reimburse Prescott Valley the amount of \$351,257.60 as the City's (54.1%) share of eligible expenditures which have been incurred and invoiced by the Town through May 26, 2010. Funding for the reimbursement is available in the FY 10 budget (Big Chino Water Ranch).

Attachments

- Resolution No. 4014-1044
- Supplemental Intergovernmental Agreement; and original 2004 IGA
- Summary of expenditures and copies of corresponding contracts
- Copies of invoices and expenditures

Recommended Action: MOVE to adopt Resolution No. 4014-1044.

RESOLUTION NO. 4014-1044

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE TOWN OF PRESCOTT VALLEY CLARIFYING AND MEMORIALIZING THE AUTHORITY, PROCEDURES AND RESPONSIBILITIES OF PRESCOTT AND PRESCOTT VALLEY FOR ADMINISTRATION OF THE REQUIREMENTS AND COSTS OF THE BIG CHINO WATER RANCH PROJECT AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the parties entered into an IGA for the Sale of Water and Cost Participation (the "original agreement") for the Big Chino Water Ranch Project in December 2004, and lands north of the Prescott Active Management Area (AMA) in the Big Chino Sub-basin of the Verde River Groundwater Basin were acquired now comprising the Big Chino Water Ranch ("BCWR"); and

WHEREAS, Prescott is the 54.1% owner and Prescott Valley a 45.9% participant in the costs of and water from the BCWR including development of the infrastructure to transport groundwater from the Big Chino Sub-basin for use inside the AMA; and

WHEREAS, since approval of the original agreement as the project has evolved the need for clarification of the administrative roles and responsibilities of the parties has become evident, in particular with respect to authorization of certain activities and expenditures, e.g., for legal services, lobbying, and public information, and related miscellaneous items; and

WHEREAS, Prescott will maintain control over authorization of project activities and expenditures and the parties will continue to share costs according to the percentages of the original agreement, and approval of this Supplemental IGA will identify and bring to current expenditures made by Prescott Valley to advance the project which are eligible for cost sharing; and

WHEREAS, upon approval of this Supplemental IGA, the City of Prescott will make reimbursement to the Town of Prescott Valley for its 54.1% share of eligible expenditures which have been incurred by the Town; and

WHEREAS, ARS §11-951 AND §11-952 authorize Prescott and Prescott Valley to enter into intergovernmental agreements to contract for services and facilities.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby approves the attached Supplemental Intergovernmental Agreement (Exhibit "A") between the City of Prescott and Town of Prescott Valley for administrative project requirements, processes, and costs of the Big Chino Water Ranch Project.

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Supplemental Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above including reimbursement of eligible, apportioned Project costs.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 22nd day of June, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

EXHIBIT 'A'

SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT FOR
ADMINISTRATION OF REQUIREMENTS AND COSTS
OF THE BIG CHINO WATER RANCH PROJECTCITY OF PRESCOTT
AND
TOWN OF PRESCOTT VALLEY

This Supplemental Intergovernmental Agreement for Administration of the Requirements and Costs of the Big Chino Water Ranch Project ("Administration Agreement") is dated this _____ day of _____, 2010, by and between the City of Prescott ("Prescott") and the Town of Prescott Valley ("Prescott Valley"), both of which are municipal corporations organized and existing under the laws of the State of Arizona. Prescott and Prescott Valley are sometimes referred to herein collectively as "Parties" and individually as "Party."

RECITALS

- A. WHEREAS, on December 7, 2004, Prescott and Prescott Valley entered into an Intergovernmental Agreement for the Sale of Water and Cost Participation ("BCWR Agreement") related to the Big Chino Water Ranch Project ("Project"); and
- B. WHEREAS, the BCWR Agreement provides, among other things, that Prescott is to be the owner of the project and will provide water delivered by the Project to Prescott Valley, which is to receive a share of such water delivered by the Project; and
- C. WHEREAS, the BCWR Agreement provides that Prescott Valley will share the costs of the Project (and the water delivered by the Project), with 45.9% apportioned to Prescott Valley and 54.1% apportioned to Prescott; and
- D. WHEREAS, the costs of the Project include finance, design, construction, operation and maintenance costs as well as legal, professional services, and other costs to defend, study and provide information concerning the Project; and
- E. WHEREAS, Prescott has been designated to be in charge of administering the requirements and costs of the Project since the effective date of the BCWR Agreement in accordance with the mutual understandings and cost sharing covenants therein; and
- F. WHEREAS, Prescott and Prescott Valley seek to establish mutually agreed upon processes and procedures in furtherance of the terms of the BCWR Agreement to ensure that any and all contracts for services and all costs pertaining to the Project shall first be reviewed and approved by Prescott in

accordance with its procurement code and processes prior to any expenses being incurred in order to address and set forth the processes to ensure that Prescott, as the Project owner charged with management oversight, verifies that all Project expenditures are first approved by Prescott, and that Prescott exercises its required oversight of all Project expenditures, and that Prescott shall administer Project requirements and costs, including the parameters for incurring costs (by contract or otherwise), apportioning costs and cost reimbursement, and such expenditures as are reviewed and approved will be coordinated thereafter with Prescott Valley, which will approve such authorized expenditures in accordance with its respective budgetary and procurement processes; and

G. WHEREAS, the assurances given herein by Prescott and Prescott Valley to each other have been provided pursuant to (and as contemplated by) Arizona statutes, are bargained for (and given in consideration of) the undertaking of the obligations of the Parties as set forth herein, and are intended to be (and have been) relied upon by the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the Parties hereto state, confirm and agree as follows:

AGREEMENT

1. RECITALS. Each of the Recitals set forth above is hereby incorporated into and made a part of this Administration Agreement, and the Parties acknowledge the accuracy and correctness of the Recitals.

2. TERM. This Administration Agreement shall remain in full force and effect for so long as the BCWR Agreement remains in full force and effect.

3. PURPOSE; NO AMENDMENT OF BCWR AGREEMENT.

3.1 Memorialize Financial Process. The purpose of this Administration Agreement is to memorialize the details of the process to be utilized to administer Project requirements and costs in accordance with the terms of the BCWR Agreement and to confirm Prescott's principal role in terms of project management and financial oversight of the Project. This Administration Agreement is not intended to amend or modify any term of the BCWR Agreement. Rather, the Parties intend that the provisions of this Administration Agreement and the BCWR Agreement be interpreted and applied in a manner that acknowledges Prescott's role as the owner of the Project while recognizing Prescott Valley as a Project participant under the BCWR Agreement and the commitments and responsibilities of each Party to the

other pursuant to that agreement. If any provision of this Administration Agreement is deemed by a court of competent jurisdiction to be inconsistent with the express terms of the BCWR Agreement, the terms of the BCWR Agreement shall govern. It is the intent of the Parties that this Administration Agreement shall be wholly administrative and shall deal solely with administrative details and matters pertaining to the Project.

3.2 Ratification of Past Administrative Actions. The Parties hereby acknowledge and agree that Prescott has conducted a financial review of any and all financial expenditures and other administrative and contractual actions taken by both Parties pertaining to costs related to the Project through and including the effective date of this Administration Agreement. This includes, but is not limited to, approvals by either Party of contracts and related costs of any consultant, technical advisor or other professional contracts in furtherance of the Project and this review has been completed prior to the effective date of this Administration Agreement. Financial staff of both Parties have reviewed these expenditures to ensure the expenditures have been in furtherance of the BCWR Agreement. The Parties hereto acknowledge that all reviewed and adjusted expenditures have been incurred through and including the effective date of this Administration Agreement and have been shared and coordinated with the administrations of both Parties and duly reviewed by each entity's Finance Director, to ensure the accuracy and appropriateness of all such expenditures prior to Prescott making any payments thereon, and authorize the crediting of such expenditures by Prescott Valley against its costs obligations under the BCWR Agreement in the amount of \$351,257.60 through the invoice dated May 26, 2010, as adjusted.

3.3 Agreement on Past Expenditures. The Parties mutually agree that these expenditures have been incurred to defend against challenges to the project, facilitate the acquisition of water needed by both Parties and to ensure that current and future legislation critical to Prescott's water rights and interests is maintained and not adversely affected, in furtherance of the BCWR Agreement.

4. PROJECT COSTS; DEFINITION, WHO MAY AUTHORIZE.

4.1 Definition. Project Costs shall mean certain: (i) finance, design, construction, operation, maintenance, staff and personnel costs of the Project; and (ii) legal, lobbying, media relations, and any and all

other related costs provided such costs are approved and authorized by Prescott, to implement, defend, promote operate, maintain and sustain the Project.

4.2 Who May Authorize Project Costs. Subject to annual budgetary approval and appropriation by the Parties' respective Councils (as specified in Section 6 herein), it is expressly acknowledged and agreed that from and after the effective date of this Administration Agreement, the Prescott City Council, or the City of Prescott staff (for minor contracts within the guidelines and requirements of its procurement code), shall first approve every proposed contract in furtherance of the Project in accordance with the terms and provisions of its ordinances and procurement codes.

5. ADMINISTRATION AND REVIEW OF PROJECT COSTS; COST OVERSIGHT ADMINISTRATORS, COST APPORTIONMENT, BILLING.

5.1 Cost Oversight Administrators. Prescott shall be the Cost Oversight Administrator for the Project. The Prescott City Manager, or his designee, shall oversee all Project Costs. The Prescott City Attorney shall oversee all legal costs and expenses. All Project costs and expenses will also be coordinated with the Prescott Finance Director. The Prescott City Manager, City Attorney, and Finance Director shall constitute the Cost Oversight Administrators under this Agreement. An accounting of all Project Costs approved by the Cost Oversight Administrators will thereafter be delivered to Prescott Valley through their designated personnel in accordance with the BCWR Agreement.

5.2 Contracts for Service. In order to ensure adequate fiscal oversight and financial review of all Project Costs, every proposed contract for services that is subject to cost apportionment between the Parties under the BCWR Agreement shall first be presented to the Cost Oversight Administrators for review, comment and approval. If the Cost Oversight Administrators object to a contract or any provision thereof for any reason, they shall meet and consult with the designated personnel from Prescott Valley and seek to reach agreement on whether to enter such contract. In the event the Parties are unable to reach agreement, after good faith discussions, as to approval of such contract, the determination by the City of Prescott shall be final.

5.3 Apportionment of Costs. Per the BCWR Agreement, 54.1% of the Project Costs shall be paid by Prescott and 45.9% of the Project Costs shall be paid by Prescott Valley at the time and in the manner specified in Section 11 of the BCWR Agreement, subject to certain

apportionment formulas as set forth in the BCWR Agreement.

- 5.4 Billing for Project Costs. Prescott Valley is solely responsible for any and all in-house staff costs incurred in connection with the Project, and no portion of such costs shall be billed to, or paid by, Prescott. It is further understood and agreed that Prescott's in-house staff costs incurred in connection with the Project shall continue to be billed to Prescott Valley for partial payment in accordance with the terms of the BCWR Agreement, provided, however, that the Parties wish to clarify that Prescott's billable in-house staff costs now consist of the Project costs incurred by Prescott's in-house Legal Department, and the individual designated by Prescott's City Manager to manage the Project on behalf of Prescott. All other billing related to the Project shall first be approved and authorized by the City of Prescott in accordance with Subsection 5.2 herein.

6. BUDGETING FOR PROJECT COSTS; ANNUAL REVIEW AND APPROPRIATION, ADJUSTMENT TO BUDGETED AMOUNTS

- 6.1 Annual Review and Appropriation. Each Party shall include the portion of the Project Costs it expects to incur each year in its proposed, annual budget for approval by its Council. Only those Project Costs approved by each Party's Council for appropriation to the Project each year, as part of the annual budget process, may be expended, and must be expended by each Party only in the amounts and manner set forth in its approved budget; provided, however, that each Party's Finance Director may remedy any anticipated deficiency in line item funds required to cover actual, annual Project Costs in a particular line item, or items, in the manner set forth in Subsection 6.2 herein, subject to applicable expenditure laws, accounting requirements and budgetary processes/approvals.
- 6.2 Adjustment to Budgeted Amount of Project Costs. In the event some portion of the Project Costs budgeted by a Party (for example, in a project line item or particularized category of the entire budget) and approved and appropriated by its Council is insufficient to meet actual, annual Project Costs, the Party's Finance Director may remedy the deficiency (i) administratively by making a budget transfer, re-allocation or re-appropriation, so long as the transfer is drawn from some portion of the funds approved by Council for appropriation to cover Project costs; or (ii) legislatively, by seeking Council approval of a funds transfer from a contingency or other fund to cover the deficiency.

``PRESCOTT``

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2010.

MARLIN D. KUYKENDALL, Mayor

PURSUANT TO A.R.S. §11-952(D), THE FOREGOING AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR THE CITY OF PRESCOTT, WHO HAS DETERMINED THAT THE AGREEMENT IS IN PROPER FORM AND IS WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE CITY OF PRESCOTT.

ATTEST:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

``PRESCOTT VALLEY``

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the Town of Prescott Valley this ____ day of _____, 2010.

HARVEY C. SKOOG, Mayor

PURSUANT TO A.R.S. §11-952(D), THE FOREGOING AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR THE TOWN OF PRESCOTT VALLEY, WHO HAS DETERMINED THAT THE AGREEMENT IS IN PROPER FORM AND IS WITHIN THE POWERS AND AUTHORITY GRANTED UNDER THE LAWS OF THIS STATE TO THE TOWN OF PRESCOTT VALLEY.

ATTEST:

DIANE RUSSELL, Town Clerk

IVAN LEGLER, Town Attorney

CITY OF PRESCOTT
INTEROFFICE MAIL

AGREEMENT NO. 2004-255

**INTERGOVERNMENTAL AGREEMENT FOR
THE SALE OF WATER AND COST PARTICIPATION**

This Intergovernmental Agreement for the Sale of Water and Cost Participation (the "Agreement") is dated as of this 7th day of December, 2004, by and between the City of Prescott ("Prescott") and the Town of Prescott Valley ("Prescott Valley"), both of which are municipal corporations organized and existing under the laws of the State of Arizona.

RECITALS

A. WHEREAS, pursuant to A.R.S. §45-555(E), Prescott is authorized to withdraw and transport up to 14,000 acre-feet of water per year from the Big Chino Groundwater Subbasin, a portion of which Prescott may make available to users in the Prescott Active Management Area (the "Prescott AMA");

B. WHEREAS, Prescott desires to acquire fee title to certain real property located in Yavapai County, Arizona, which property is included within what is commonly known as the JWK Ranch, for the purpose of developing a source of water from the Big Chino Groundwater Subbasin;

C. WHEREAS, the JWK Ranch property that Prescott desires to acquire includes approximately 4,500 acres of ranch property, of which approximately 1,500 acres are irrigated agricultural land;

D. WHEREAS, once the acquisition of the property is complete, Prescott, in cooperation with Prescott Valley, shall oversee the development of the water resources located thereon, including, but not limited to, the drilling of water wells and the construction of a transmission pipeline to transport water from the Property into the Prescott AMA;

E. WHEREAS, Prescott Valley desires to take delivery of a portion of the Project Water as defined hereinafter;

F. WHEREAS, pursuant to A.R.S. §11-952(A), Prescott and Prescott Valley are authorized to enter into this Agreement for the purposes set forth herein;

G. WHEREAS, it is the express intent and expectation of the parties that Prescott is entering into this Agreement to increase the volume of water by 4,717 acre-feet per year that is legally and physically available as an assured water supply;

H. WHEREAS, it is the express intent and expectation of the parties that Prescott Valley is entering into this Agreement to obtain 4,000 acre-feet per year of Project Water that is

legally and physically available to Prescott Valley for purposes of (i) designating Prescott Valley as an assured water provider, or (ii) issuing a certificate or certificates of assured water supply to any developer obtaining a will-serve letter from Prescott Valley or from a special purpose district acting in cooperation with Prescott Valley;

I. WHEREAS, at some future date, Prescott and Prescott Valley may elect to provide water to the Town of Chino Valley, an Arizona municipality ("Chino Valley") upon terms that are mutually acceptable to all parties; and

J. WHEREAS, the assurances given herein by Prescott and Prescott Valley to each other have been provided pursuant to and as contemplated by Arizona statutes, are bargained for and given in consideration of the undertaking of the obligations of the parties as set forth herein, and are intended to be and have been relied upon by the parties.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the parties hereto state, confirm and agree as follows:

AGREEMENT

1. RECITALS. Each of the Recitals set forth above are hereby incorporated into and made a part of this Agreement and the parties acknowledge the accuracy and correctness of said Recitals.

2. DEFINITIONS. The following terms shall have the following meanings:

2.1 "Additional Water" shall mean irrigation water rights appurtenant to the agricultural land on the property, including the right to pump additional water from the Ranch Well Field.

2.2 "ADWR" shall mean the Arizona Department of Water Resources.

2.3 "Daily Delivery Amount" shall mean the maximum amount of water Prescott Valley may take delivery of through the Pipeline on any particular day, measured in millions of gallons per day, subject to adjustment upon the occurrence of the events described in Section 9 herein.

2.4 "Fiscal Year" shall mean each one-year period commencing on July 1st and ending on June 30th.

2.5 "Force Majeure" shall have the meaning set forth in Section 16.5 herein.

2.6 "Interconnection Line" shall mean water pipeline(s) or water main(s), jointly used by the parties and designated as such on the Construction Plans and Specifications as defined in Section 3.1, that connects the Pipeline to the Service Area of Prescott and the Secondary Line of Prescott Valley, and any and all valves, booster stations and other water service infrastructure associated with the same. The Interconnection Line is part of the Project.

2.7 "Managerial Service Fee" shall mean Prescott's actual internal costs and expenses (including costs attributed to work performed by Prescott's employees) incurred in conjunction with Prescott's oversight responsibilities for (a) the acquisition of the Property (the "Acquisition Costs"), (b) the construction of the Pipeline (the "Construction Costs"), and (c) the operation and maintenance of the Pipeline (the "Operation and Maintenance Costs"), in an amount to be determined as follows: forty-five and nine-tenths percent (45.9%) of those salaries and fringe benefits paid to Prescott's employees based upon the hours spent on the Project, actual out-of-pocket expenses incurred by Prescott for the Project, and the fair rental value of the percentage of office space utilized by Prescott's employees based upon the percentage of time spent on the Project. Prescott shall maintain itemized documentation for the first twelve (12) months after the approval of this Agreement by the parties, and Prescott Valley shall monthly reimburse Prescott according to the foregoing formula within the "Payment Period", being five (5) business days after the next regular Town Council meeting after receipt of an itemized billing (or, if the billing is not received by the Thursday prior to said regular meeting, then after the following regular Town Council meeting). Thereafter, the parties may mutually agree that the first twelve (12) months is representative of Prescott's costs, in which event Prescott will continue to be reimbursed according to the foregoing formula; or, in the event of no agreement between the parties, Prescott will continue to maintain itemized documentation and Prescott Valley will continue to reimburse Prescott on a monthly basis.

2.8 "Party" shall mean either Prescott or Prescott Valley. Collectively, Prescott and Prescott Valley are referred to as the "parties."

2.9 "Party's Water Availability" shall mean the following:

- (a) as to Prescott, Prescott's Water Availability; and
- (b) as to Prescott Valley, Prescott Valley's Water Availability.

2.10 "Permits and Approvals" shall mean all permits and/or approvals required by any governmental agency with jurisdiction over the Project.

2.11 "Pipeline" means the water transmission system extending from the Ranch Well Field to Prescott's Chino Valley water production facility and any and all valves, booster stations, wells, reservoirs, and other water delivery or water service infrastructure associated directly with the Pipeline or appurtenant thereto.

2.12 "Point of Delivery" shall mean the point on the Pipeline or on an Interconnection Line where Project Water is delivered to a Party. The parties anticipate that there may be more than one Point of Delivery, and each anticipates that the Project Water delivered to a Point of Delivery will be metered.

2.13 "Potable Water" means water that is of a quality that, pursuant to state and federal regulations, is suitable for human consumption.

2.14 "Prescott's Water Availability" shall mean fifty-four and one-tenth percent (54.1%) of all Project Water available per year.

2.15 "Prescott Valley's Water Availability" shall mean forty-five and nine-tenths percent (45.9%) of all Project Water available per year.

2.16 "Professional Service Fees" shall mean the actual fees and associated costs of any party not an employee of Prescott who performs professional services on behalf of Prescott in conjunction with (a) the acquisition of the Property, the design, construction and testing of the Pipeline, and/or the maintenance and operation of the Pipeline, including, but not limited to, fees for legal counsel, engineers, appraisers, contractors and hydrologists, and (b) any other actual fees incurred by Prescott that arise out of Prescott's withdrawal of water from the Ranch Well Field, including, but not limited to, permitting, any litigation fees and expenses, and any other expenses related to any mitigation efforts.

2.17 "Project" shall mean the acquisition of the Property, the development of the Ranch Well Field, including, but not limited to, the design, planning, drilling, equipping and repairing of wells and the Pipeline and an Interconnection Line; the design, planning, construction and repair of water storage facilities, water treatment facilities and booster stations; the design, planning, construction and repair of all other related facilities as deemed reasonably necessary by Prescott to deliver Potable Water from the Ranch Well Field to Prescott and Prescott Valley; and all necessary environmental and other applicable permitting, and the costs associated with such permitting. The extent, location and configuration of the Project are generally set forth in the attached Exhibit "B".

2.18 "Project Water" shall mean water designated by Prescott as being available for delivery from the Project for municipal and industrial uses.

2.19 "Project Water Availability" shall mean a minimum of 8,717 acre feet of water per year as determined by ADWR to be legally and physically available to Prescott from the Property, subject to any additions made pursuant to Sections 8 and 9 of this Agreement.

2.20 "Property" shall mean that portion of the JWK Ranch located in Yavapai County, Arizona, described as certain real property consisting of approximately 4,500 acres of land, including, but not limited to, approximately 1,500 acres of irrigated land, as more generally described on the attached Exhibit "A".

2.21 "Ranch Well Field" shall mean the portion of the Property upon which wells are or shall be drilled to pump water for delivery from the Project.

2.22 "Service Area" shall have the same meaning as set forth in A.R.S. §45-402. A Party's Service Area shall include the Service Area of a community facilities or other district formed by that Party.

2.23 "Secondary Line" shall mean one or more water lines or water mains constructed, operated and maintained by either Party that interconnects with the Pipeline or an

Interconnection Line to a Party's Service Area, and any and all valves, booster stations and related water delivery facilities. A Secondary Line shall not be deemed to be part of the Project unless the parties hereto agree otherwise. The parties anticipate that the point where a Secondary Line interconnects with the Pipeline or an Interconnection Line will also be that Party's Point of Delivery.

2.24 "Share" shall mean as to Prescott Valley, forty-five and nine-tenths percent (45.9%), and as to Prescott, fifty-four and one-tenth percent (54.1%) of the amount of the Project Water Availability, unless the context requires otherwise.

2.25 "Year" or "year" shall mean a calendar year, that period of time from January 1st through December 31st. Any reference to the term "year" as set forth in this Agreement that is not specified as a "Fiscal Year" shall refer to a calendar year.

3. TERM OF AGREEMENT; CANCELLATION OF AGREEMENT.

3.1 Term of Agreement. This Agreement shall be valid for a period of 200 years.

3.2 Cancellation of the Agreement. Any Party hereto may cancel this Agreement, pursuant to A.R.S. §38-511, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of such Party is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the Party seeking to cancel this Agreement may elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on its behalf from any other party to the Agreement arising as a result of this Agreement.

4. DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PROJECT.

4.1 Design of the Project. Prescott shall use all reasonable efforts to cause to be prepared in a timely manner, subject to any delays caused by Force Majeure, (a) a preliminary set of plans, specifications and working drawings for the construction of the Pipeline and an Interconnection Line (the "Preliminary Construction Plans"); (b) the estimated "Daily Delivery Amount" that will be available for Prescott Valley to take delivery of through the Pipeline and an Interconnection Line; (c) the Project construction schedule ("Construction Schedule"); and (d) the "Preliminary Construction Cost Estimate". Upon receipt of notice from Prescott that the Preliminary Construction Plans, Preliminary Construction Cost Estimate, estimated Daily Delivery Amount and Construction Schedule are ready for review, Prescott Valley shall have forty-five (45) days to review and provide written comments on the same (the "Preliminary Comment Period"). Prescott shall, in good faith, consider the comments presented by Prescott Valley. Once the Preliminary Comment Period has passed, Prescott shall cause the Preliminary Construction Plans, Preliminary Construction Cost Estimate, estimated Daily Delivery Amount

and Construction Schedule for the Pipeline to become finalized (collectively the "Construction Plans and Specifications").

4.2 Oversizing. In the event that Prescott desires to oversize the Pipeline to convey non-Project Water, then Prescott shall be responsible for paying the incremental increase in the costs of construction, as determined by computing the cost of the oversized Pipeline and then subtracting from it the cost of the Pipeline as designed to deliver the Project Water Availability. The parties further acknowledge that either Party may require the oversizing of certain components of the Project, including, but not limited to, the Pipeline and an Interconnection Line, treatment facilities, storage facilities, etc., and that under such circumstances the Party requesting the oversizing shall be responsible for paying the incremental increase in cost, as determined in accordance with this Section 4. Under such circumstances, the incremental cost increase will be determined on a component-by-component basis.

4.3 Construction of Pipeline. Prescott shall use all reasonable efforts to cause the Pipeline and an Interconnection Line to be constructed both in a timely manner and in substantial conformance with the Construction Plans and Specifications and Construction Schedule. Once commenced, Prescott shall diligently pursue construction of the Project to completion. Prescott shall consult with Prescott Valley at regular intervals during the construction of the Pipeline and an Interconnection Line, and at all times shall consider in good faith, any good faith comments presented by Prescott Valley.

4.4 Commencement and Completion of Construction of Pipeline and an Interconnection Line. Construction of the Pipeline and an Interconnection Line shall be deemed to "commence" on the date Prescott has fully executed an agreement with an entity to serve as a contractor for the construction of any part of the Pipeline and an Interconnection Line. Once the construction of the Pipeline and an Interconnection Line has commenced, Prescott shall consult with Prescott Valley when it receives any proposed changes or revisions to the Construction Plans and Specifications (which, as set forth above, includes the Construction Schedule), and shall consider in good faith any comments presented by Prescott Valley regarding the same. Prescott shall diligently proceed to complete the Pipeline and an Interconnection Line according to the Construction Schedule, subject to delays caused by Force Majeure. The Pipeline and an Interconnection Line will be deemed "complete" once the Pipeline and an Interconnection Line have been fully tested and are operational for the purposes for which they are intended and the Arizona Department of Environmental Quality has determined that the Pipeline and an Interconnection Line are in conformance with the requirements for the issuance of a general permit pursuant to Title 49 of the Arizona Revised Statutes and Title 18 of the Arizona Administrative Code.

4.5 Operation and Maintenance of the Project. Prescott shall operate and maintain the Project according to good and customary municipal practices and in accordance with all applicable laws and permits, including, but not limited to, reconstruction, alteration, repair and replacement of any and all components and any additional construction related thereto. Prescott Valley agrees that all operation and maintenance decisions concerning the Pipeline and the Property shall be entirely at Prescott's discretion, subject to Prescott's obligations under this Agreement. Prescott may consider outsourcing the operation and maintenance of the Project.

4.6 Multiple Points of Delivery. The parties acknowledge that the exact scope and configuration of the Project has not yet been determined, and that each Party may take delivery of Project Water at one or more Points of Delivery. In the event that there are multiple Points of Delivery, the parties agree to work together to develop a mutually acceptable process for determining the volumes of water delivered to each Party.

4.7 Replacing or Oversizing Interconnection Lines. The parties acknowledge that the existing 36", 18" and 12" Interconnection Lines running south from Prescott's Chino Valley Water Production Facility have sufficient capacity for the transmission of Project Water and for the transmission of Prescott's existing committed demand. In the event Prescott determines in good faith that it requires capacity in one (1) or more of the foregoing Interconnection Lines solely for its own purposes and is required to construct an additional line (or replace or oversize one (1) or more of the foregoing Interconnection Lines) to convey Project Water, then and in that event Prescott Valley shall reimburse Prescott for its proportionate share in the costs of said construction, replacement or oversizing, in accordance with Section 11. 2 herein; provided, however:

(a) Prescott will not require reimbursement from Prescott Valley for construction and/or oversizing and/or replacement pursuant to this Section 4.7 any earlier than twelve and one-half (12 ½) years after the approval of this Agreement by the Prescott and Prescott Valley Councils;

(b) Prescott will give Prescott Valley a minimum of twelve (12) months prior notice of its intent to construct, replace and/or oversize the foregoing Interconnection Line[s] pursuant to this Section 4.7;

(c) In the event Prescott determines it is necessary to construct, replace and/or oversize pursuant to this Section 4.7, then and in that event Prescott Valley shall have the option to construct its own Secondary Line and relinquish use of that current Interconnection Line[s] which Prescott desires to replace and/or oversize; and

(d) Once Prescott's capacity is increased pursuant to this Section 4.7 to include all of Prescott Valley's Share, Prescott Valley shall have no further obligation to reimburse Prescott under this Section 4.7.

5. DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF SECONDARY LINES.

5.1 Design and Construction of a Secondary Line. A Party (the "Constructing Party") may, at its sole expense, design and construct one or more Secondary Lines including the purchase of a water meter at the point of connection. Not less than forty-five (45) days prior to finalization of the design and construction of any Secondary Line, the Constructing Party shall consult with the other Party (the "Non-Constructing Party") about the proposed design and construction of the Secondary Line. If, prior to finalization of the design of the Secondary Line, the Non-Constructing Party determines that (a) it will be beneficial for the Non-Constructing

Party to utilize the Constructing Party's Secondary Line for the delivery of water to the Non-Constructing Party's customers, and (b) that the Secondary Line must be oversized to meet Non-Constructing Party's requirements, the Non-Constructing Party shall have the right to require the Constructing Party to increase the size of the Secondary Line. The Non-Constructing Party shall be solely responsible for all costs associated with the oversizing of the Secondary Line.

5.2 Operation and Maintenance Costs of Secondary Lines. Except as set forth herein, the Constructing Party shall be solely responsible for the operation and maintenance costs associated with the Secondary Line. In the event the Non-Constructing Party takes delivery of water through the Constructing Party's Secondary Line, the Non-Constructing Party shall pay to the Constructing Party a portion of the costs incurred by the Constructing Party for the operation and maintenance of the Secondary Line, which amounts shall be determined by applying the same formula used in Sections 11.3 and 11.4.

6. SECURING LEGAL ACCESS.

In the event any Party determines that it lacks sufficient legal access for the construction of the Project or any phase thereof, or the construction or location of the Pipeline or an Interconnection Line, the other Party shall fully cooperate with that Party's efforts to secure any rights-of-way, easements or other interests in land deemed necessary by such Party, including supporting that Party's exercise of condemnation rights. In addition, any Party with an interest in a right-of-way shall, to the extent the same is not prohibited by a contractual agreement or by law, grant an easement on, over, under or through that right-of-way to any other Party requesting such a right in connection with the construction of the Pipeline or an Interconnection Line or any Secondary Line, at no cost to the requesting Party.

7. WATER SUPPLY, QUALITY, CONSERVATION AND RECHARGE.

7.1 Delivery Obligations of Prescott. Promptly following completion of construction of the Pipeline and an Interconnection Line, Prescott will deliver water to Prescott Valley at the Point of Delivery in such amount as requested by Prescott Valley up to the Daily Delivery Amount. Water delivered through the Point of Delivery that will be delivered to Prescott, as measured at the Prescott Water Meter, shall not be included in the calculation of Prescott Valley's Daily Delivery Amount or Prescott Valley's Share.

7.2 Storage Obligations. Prescott and Prescott Valley acknowledge that there will be occasions when the Pipeline will need to be closed down for repairs and maintenance, including scheduled maintenance and emergency situations, and that each party to this Agreement will provide for adequate storage to provide for continued delivery of water during those periods of time.

7.3 Quality.

(a) Prescott hereby covenants that it will use all reasonable efforts to assure that all water supplied to the Point of Delivery through the Pipeline will meet or exceed the minimum quality standards established by the Arizona Department of Health Services, the

Arizona Department of Environmental Quality and the United States Environmental Protection Agency. Subject to Section 11.5, costs incurred in meeting Prescott's obligations under this Section 7, including but not limited to additional treatment, construction, reconstruction, alteration, repair and replacement of components, operation, maintenance, overhead and loan amortization, shall be borne by Prescott and Prescott Valley as part of the Operation and Maintenance Costs as calculated pursuant to Section 11 herein.

(b) In the event that Prescott Valley elects to have a Point of Delivery prior to the point where Project Water is treated at Prescott's Chino Valley Water Production Facility, then the provisions of Section 7.3(a) herein shall not apply.

7.4 Prescott AMA Management Goals. To the extent practical to do so, the parties agree that any unused water of a Party's Water Availability ("Unused Water") may be used by the other Party to meet the management goals set forth in the applicable management plan for the Prescott AMA, including those in Sections 7.5, 7.6 and 7.7 herein. Either Party may deliver a written request to the other Party for the delivery of the other Party's Unused Water provided that the use of Unused Water by either Party shall not create any permanent entitlement to the continued use of such water. The Party that receives Unused Water shall be responsible for paying the Energy Costs as defined in Section 11.4 attributable to the withdrawal and delivery of Unused Water to that Party, and an additional charge for operation and maintenance as may be agreed upon by the parties.

7.5 Conservation. The parties agree to explore, discuss and, where appropriate, implement reasonable water conservation measures relating to the use of water in their respective communities.

7.6 Water Recharge. Prescott and Prescott Valley agree to explore, discuss and, where appropriate, cooperate with regard to water recharge programs and facilities within the Prescott AMA, including, but not limited to, amending state law to provide for the formation of a groundwater replenishment or water augmentation authority or similar entity. Any such recharge facility may be used to attain the safe-yield goals of the Prescott AMA, as discussed immediately below or, if necessary, for mitigation of the effects of the withdrawal and transportation of Project water from the Big Chino Subbasin, as discussed in Section 7.8 herein.

7.7 Safe-Yield. The parties to this Agreement are committed to meeting their respective conservation requirements as set forth in management plans for the Prescott Active Management Area. Prescott and Prescott Valley agree to explore, discuss and, where appropriate, cooperate with regard to efforts by the State of Arizona to meet the safe-yield goals of the Prescott AMA as defined under A.R.S. §45-562 ("Safe-Yield Efforts"). The parties may determine to take steps to assist with Safe-Yield Efforts within the Prescott AMA, including the areas of their respective communities. As part of any Safe-Yield Efforts, if recharge of Project Water is deemed appropriate, Prescott may apply the Additional Water, as defined in Section 9.1, to those efforts on behalf of the parties; provided that the Daily Delivery Amount and Project Water Availability of the parties is not reduced thereby. The costs of any such Safe-Yield Efforts shall be agreed upon by the parties. In the event that the parties determine that water or effluent credits should be committed to address safe-yield issues within the Prescott AMA, the

parties shall contribute a proportionate amount of water or effluent credits based upon the benefits to each Party.

7.8 Mitigation and Monitoring. The parties shall cooperate with regard to the resolution of environmental or mitigation issues, if any, that may arise hereunder by virtue of the withdrawal and transportation of Project Water from the Big Chino Subbasin. The parties may determine to take steps to assist with monitoring of water levels, mitigation or habitat conservation efforts, if any, that may arise by virtue of the withdrawal and transportation of Project Water from the Big Chino Groundwater Subbasin (collectively, "Mitigation or Monitoring"). The parties acknowledge that if Mitigation or Monitoring is required, Prescott may apply the Additional Water, as defined in Section 9.1, or other water to those efforts on behalf of the parties. The costs associated with any Mitigation or Monitoring shall be based upon each Party's Share.

8. DELIVERY OF WATER TO CHINO VALLEY.

Prescott and Prescott Valley hereby agree that upon written request by Chino Valley, and if Project Water remains legally and physically available, both Prescott and Prescott Valley may, in their sole discretions, negotiate an agreement (the "Chino Valley Agreement") under which Project Water or other water made available through the recharge of effluent generated from Project Water may be made available to Chino Valley for municipal and industrial purposes. The terms and conditions of any such agreement with Chino Valley are subject to the following conditions and limitations:

(a) The terms and conditions of the Chino Valley Agreement must be acceptable to both the councils of Prescott and Prescott Valley;

(b) At the time that the Chino Valley Agreement is executed by Chino Valley, Chino Valley will reimburse Prescott and Prescott Valley for its proportionate share of the costs and expenses (including, but not limited to, Acquisition Costs, Managerial Service Fees and Professional Service fees) arising out of the Project, plus interest thereon; and

(c) The Chino Valley Town Council must approve the Chino Valley Agreement and, if requested by either Prescott or Prescott Valley, provide financial guarantees of its ability to meet all future financial obligations set forth thereunder.

9. ADJUSTMENTS TO WATER AVAILABILITY.

9.1 Retired Irrigated Lands. The parties acknowledge that a portion of the Property includes irrigated agricultural land. The parties also acknowledge Prescott's intent, at some time in the future, to retire the irrigation water rights appurtenant to the agricultural land (including the right to pump Additional Water from the Ranch Well Field). The cost of retiring the irrigated agricultural land shall be included in the Operation and Maintenance Costs paid by the parties pursuant to Section 11 herein.

9.2 Application of the Additional Water. Prescott may determine that the Additional Water, or any portion thereof, is to be added to the amount of Project Water Availability that is available for municipal and industrial use. If Prescott determines that Additional Water is available for municipal and industrial use, including that resulting from the retirement of the agricultural lands, then Prescott Valley shall be entitled to forty-five and nine-tenths percent (45.9%) and Prescott shall be entitled to fifty-four and one-tenth percent (54.1%) of the amount of the additional Project Water Availability.

10. MANAGEMENT OF THE PROPERTY AND PIPELINE.

10.1 Executive Committee for the Project.

(a) Executive Committee. The parties shall form an advisory executive committee (the "Executive Committee") for the purpose of providing a formalized means of communication between Prescott and Prescott Valley. The Executive Committee shall consist of five (5) persons (or his or her designee) holding the following positions:

(i) Participating on Behalf of Prescott: The City Manager, the Mayor, and one (1) member of the Prescott City Council appointed by the Mayor of Prescott; and

(ii) Participating on Behalf of Prescott Valley: The Town Manager and either the Mayor or, at the discretion of the Mayor, a member of the Prescott Valley Town Council, appointed by the Mayor of Prescott Valley.

10.2 Meeting of the Executive Committee; Quorum.

(a) Any two (2) members of the Executive Committee may call a meeting of the Executive Committee to discuss any issue related to the management or operation of the Project.

(b) Meetings of the Executive Committee shall be held upon no less than seventy-two (72) hours prior written notice to all members.

10.3 Annual Meetings. From and after the completion of the Project, parties shall meet on an annual basis (or more frequently if circumstances so warrant) to review all operation and maintenance activities for the Project. Each Party shall have the opportunity to provide oral and written comment regarding the operational and maintenance activities for the Project.

10.4 Alternates. In the event a member of the Executive Committee is unable to participate in a meeting of the Executive Committee, the Mayor or Town Manager, as applicable, may appoint an alternate to attend the meeting; provided, however, that the chosen alternate must be a member of the City Council or Town Council, as applicable.

11. PAYMENT TERMS.

11.1 Acquisition Costs.

(a) Calculation of Payment. Prescott Valley shall pay to Prescott a portion of the Acquisition Costs incurred by Prescott, in an amount equal to the total Acquisition Costs multiplied by Prescott Valley's Share. As used herein, the term "Acquisition Costs" shall mean all costs incurred by Prescott related to the acquisition of the Property, including but not limited to the Managerial Service Fee and Professional Service Fees, as those costs began to accrue on or after January 1, 2003 and are continuing to accrue. Collectively, any sums due to Prescott pursuant to this Section 11.1(a) shall be referred to as "Prescott Valley's Acquisition Cost Share".

(b) Payment Schedule. Prescott Valley shall pay Prescott Valley's Acquisition Cost Share to Prescott on or before the close of escrow.

(c) (i) Post-Acquisition Costs. Following acquisition of the Property, but before commencement of construction as set forth in Section 4.4, the parties acknowledge that Prescott will continue to incur maintenance costs, the Managerial Service Fee, Professional Service Fees, and additional costs and expenses ("Post-Acquisition Costs") related to acquisition of the Property and the planning and designing of the Project. Prescott Valley agrees to pay its Share of such Post-Acquisition costs within the Payment Period.

(ii) In the event that Prescott Valley's share of the foregoing costs and fees exceeds the sum of Two million dollars (\$2,000,000.00), then and in that event Prescott Valley shall not have to make payment to Prescott for any amount in excess of Two million dollars (\$2,000,000) until July 1, 2006, at which time Prescott Valley shall reimburse Prescott for forty-five and nine-tenths percent (45.9%) of said post-acquisition costs which were incurred and paid by Prescott and not reimbursed by Prescott Valley, together with interest at the rate of twelve percent (12%) per annum from the date said costs were incurred.

(iii) From and after July 1, 2006, Prescott Valley shall reimburse Prescott for forty-five and nine-tenths percent (45.9%) of any and all post-acquisition costs incurred by Prescott within the Payment Period.

(iv) Notwithstanding the foregoing, in the event that Prescott incurs any Professional Service Fees or other costs as a result of litigation with respect to the acquisition, development, design or construction of the Project, Prescott Valley shall reimburse Prescott for forty-five and nine-tenths percent (45.9%) of those costs as they are incurred, said costs to be paid by Prescott Valley within the Payment Period.

11.2 Construction Costs.

(a) Calculation of Payment. Prescott Valley shall pay to Prescott a portion of the Construction Costs incurred by Prescott, in an amount equal to the total Construction Costs multiplied by Prescott Valley's Share. As used herein, the term "Construction Costs" shall mean all costs including, but not limited to, the Managerial Service Fee and Professional Service Fees incurred by Prescott for (1) the preparation of the preliminary and finalized Construction Plans and Specifications as set forth in Section 4.1; (2) completing the construction of the Pipeline and

an Interconnection Line and all associated appurtenances and infrastructure thereto, including, but not limited to, the cost of (i) purchasing all necessary building materials, equipment and tools, (ii) obtaining any necessary easements, rights-of-way, whether as fee title or leasehold interests, or other interest in real property necessary for Prescott to locate, construct and access the Pipeline and an Interconnection Line (including the cost of completing any condemnation proceedings), and (iii) purchasing, constructing and/or installing all booster stations, pumps and water storage facilities; and (3) for obtaining any governmental permits, environmental clearances and regulatory approvals. Collectively, any sums due to Prescott pursuant to this Section 11.2(a) shall be referred to as "Prescott Valley's Construction Cost Share".

(b) Payment Schedule. Prescott Valley shall reimburse Prescott for forty-five and nine-tenths percent (45.9%) of any and all Construction Costs incurred by Prescott within the Payment Period.

11.3 Operation and Maintenance Costs.

(a) Calculation of Estimated Operation and Maintenance Costs. Prescott shall prepare and deliver to Prescott Valley no later than March 1st of each year, an annual budget estimating the amount of Operation and Maintenance Costs for the next Fiscal Year, which shall include, but may not be limited to, estimated costs (1) for the maintenance and operation of the Pipeline and Interconnection Line (excluding the monthly Energy Costs), all pumps, booster stations, water storage facilities and the wells, (2) of water treatment and water treatment facilities, (3) arising from Prescott's participation in the Gila River Stream Adjudication as to the Project only, (4) of acquiring and maintaining all environmental clearances and permits, and (5) any other related or anticipated costs (collectively the "Estimated O & M Costs").

(b) Payment of Estimated O & M Costs. Prescott Valley shall pay to Prescott, in advance, an amount equal to the Estimated O & M Costs, multiplied by Prescott Valley's Share (collectively the "Prescott Valley's Estimated O & M Cost Share"). For each Fiscal Year during the term of this Agreement, Prescott Valley shall pay to Prescott on the fifteenth (15th) day of July (for the time period of July 1st to December 31st) and again on the fifteenth (15th) day of January (for the time period from January 1st to June 30th), an amount equal to fifty percent (50%) of Prescott Valley's Estimated O & M Cost Share. If the delivery of Project Water under this Agreement commences or terminates in any month other than the months of July or January, the Estimated O & M Costs shall be pro-rated for that six (6) month period.

(c) Calculation of Actual O & M Costs and Prescott Valley's Share of Actual O & M Costs. No later than August 31st of each year, Prescott shall prepare an accounting of the total amount of actual Operation and Maintenance Costs incurred by Prescott for the previous Fiscal Year (the "Actual O & M Costs"). The total amount of Actual O & M Costs due and payable by Prescott Valley to Prescott for any particular Fiscal Year ("Prescott Valley's Actual O & M Cost Share") shall be calculated as follows:

(i) Prescott shall first total all Actual O & M Costs incurred for the Project during the previous Fiscal Year, including (but not limited to) the Managerial Service

Fee and Professional Service Fees associated with Acquisition, Design, Construction, Operation & Maintenance of the Project.

(ii) From the total determined under paragraph (i), Prescott shall subtract out the following to obtain the Total Adjusted Annual Cost:

(1) Any rents, income or proceeds generated through the leasing or operation of the Project (as opposed to proceeds generated from the sale of all or a portion of the Project or Project assets). As used herein, such rents, income or proceeds shall not include those generated by the parties through the importation and sale of Project Water, including water charges, hook-up fees, late charges and similar revenue generated through a municipal water provider's sale of water;

(2) The approximate additional operation and maintenance cost incurred by Prescott to wheel its non-Project Water through the Pipeline or an Interconnection Line; and

(3) Forty-five and nine-tenths percent (45.9%) of the necessary Professional Fees incurred by Prescott Valley associated with the Project.

(iii) Prescott Valley's Actual O & M Cost Share shall be forty-five and nine-tenths percent (45.9%) of the Total Annual Adjusted Cost set forth in paragraph (ii).

(d) Reconciliation of Payments. No later than August 31st of each year, Prescott shall deliver to Prescott Valley the accounting of the Actual O & M Costs, together with a written notice stating that (1) the amount of Prescott Valley's Actual O & M Costs exceeded the Prescott Valley's Estimated O & M Costs previously paid to Prescott, together with a written notice of all additional sums then due, (2) Prescott Valley's Estimated O & M Costs paid to Prescott exceed the amount of Prescott Valley's Actual O & M Costs for the previous Fiscal Year and that any overpaid amounts will be credited against any future sums due from Prescott Valley for Operation and Maintenance Costs, or (3) all amounts due from Prescott Valley have been paid and no payment adjustments are necessary for that particular Fiscal Year. Any additional sums due to Prescott pursuant to this Section 11.3(d) shall be paid by Prescott Valley within the Payment Period.

(e) Emergency Adjustments. In the event Prescott, in its sole discretion, determines during the course of a particular Fiscal Year that the Estimated O & M Costs for that particular Fiscal Year differ significantly from the Actual O & M Costs that have accrued during the same Fiscal Year, Prescott may recalculate the Estimated O & M Costs for that particular Fiscal Year, as well as the Prescott Valley's Estimated O & M Cost Share. Prescott shall deliver to Prescott Valley written notice of the recalculated Estimated O & M Costs and the Prescott Valley's Estimated O & M Cost Share and, in the event additional sums are due, Prescott Valley shall pay those additional sums within sixty (60) days after receipt of the written demand for payment.

11.4 Energy Costs.

(a) Calculation of Payment. Prescott Valley shall pay to Prescott a portion of the total energy costs incurred by Prescott each month for the operation of the Pipeline and all associated appurtenances including, but not limited to, the operation of the pumps at the Ranch Well Field, any booster stations and water storage facilities (collectively, the "Energy Costs"), in an amount equal to the Energy Costs accrued by Prescott each month, multiplied by the total number of acre-feet, or portion thereof, of Project Water delivered to Prescott Valley in the particular month, and then divided by the total number of acre-feet of water, or portion thereof, delivered through the Pipeline to Prescott and Prescott Valley during the same period of time (as calculated, "Prescott Valley's Energy Cost Share").

(b) Payment Schedule. Prescott Valley shall pay to Prescott, Prescott Valley's Energy Cost Share within the Payment Period.

11.5 Treatment and Delivery of Prescott's non-Project Water. Notwithstanding any other provision of this Agreement, in no event shall Prescott Valley be required to pay for either the capital costs, Operation & Maintenance Costs, Energy Costs, the Managerial Service Fee, Professional Service Fees, or any related or other costs associated with the treatment and delivery of Prescott's non-Project Water through the Pipeline and an Interconnection Line.

12. OWNERSHIP AND TRANSFER OF THE PROJECT.

12.1 Prescott Sole Owner. Prescott shall be the sole owner of the Project and any and all plans, specifications, drawings or other engineering and planning work related to the Pipeline and an Interconnection Line. The distribution of water delivered from the Project to Prescott Valley or any transferees of Prescott Valley, and the payment of any sums by Prescott Valley or transferees of Prescott Valley, shall not be construed as granting to Prescott Valley any ownership interest in the Project but rather only permission to connect Prescott Valley's Secondary Line into the Pipeline and an Interconnection Line and to receive Prescott Valley's Share of water as set forth herein. Notwithstanding the foregoing, in consideration of Prescott Valley paying its share of the acquisition and construction costs of the Project, Prescott Valley shall own capacity in the Project in an amount equal to forty-five and nine-tenths percent (45.9%).

12.2 Transfer of Ownership. Except as set forth herein, upon mutual agreement of the parties, Prescott shall have the right and authority to transfer the Project, Pipeline or Interconnection Line to a groundwater replenishment or water augmentation authority, or similar entity, free and clear of any and all liens, encumbrances and claims by or through Prescott Valley.

12.3 Sale of the Property. Notwithstanding anything herein to the contrary, in the event Prescott determines that it no longer needs or desires to own all or a portion of the Project (which includes all or a portion of the Property), Prescott shall give written notice to Prescott Valley of Prescott's intent to convey or otherwise transfer the same prior to conveying or transferring it to any third party, including a groundwater replenishment or water augmentation authority or similar entity. If requested to do so by Prescott Valley within thirty (30) days

following its receipt of the notice, Prescott shall prepare a written plan (the "Plan") outlining the proposed disposition of the Project or significant portion thereof, and alternatives to such disposition. The net proceeds from such disposition shall be distributed to the parties according to each Party's Share.

12.4 Limitation of Rights. Prescott Valley shall have no rights or privileges whatsoever with regard to the design, construction, testing, maintenance or operation of the Pipeline or Interconnection Line or in or to the plans and specifications therefore, except as set forth in this Agreement.

12.5 Representation of Good Faith. Neither Party shall not take any action, or fail to act in a way, that will or may materially and detrimentally affect the right and ability of the other Party to receive its full entitlement of Project Water under this Agreement, nor shall a Party take any action, or fail to act in a way that the cost of Project Water to the other Party is materially increased.

13. RECORDKEEPING; CONTACT INFORMATION.

13.1 Books and Records. Prescott shall keep and maintain adequate records pertaining to the Acquisition Costs, the Construction Costs, the Operation and Maintenance Costs, the Energy Costs, the Managerial Service Fees and the Professional Service Fees, and all disbursements of funds to pay such costs. Prescott Valley shall be entitled to reasonable access to such records and may audit such records at its own cost and expense.

13.2 Annual Reports. No later than January 31st of each year, Prescott shall provide to Prescott Valley a report that states the volume of water delivered to Prescott Valley during the previous year.

13.3 Cooperation in Completing Reports. Each Party shall provide to each other Party information and data relating to its taking delivery of and use of water pursuant to this Agreement, which such information may be used in the preparation and completion of any annual or other reports required to be filed by any applicable regulatory agency.

13.4 Contact Information. Prescott and Prescott Valley shall each maintain a contact list containing the names, addresses, phone numbers, e-mail addresses and any other pertinent information deemed necessary, of those persons who will be responsible for the administrative issues that may arise. All parties hereto are responsible for updating the information pertaining to itself on a regular basis. Upon receiving updated information, Prescott shall distribute to all parties on the list a new contact list.

14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION.

14.1 No Warranty. Prescott disclaims any covenant, representation or warranty, express or implied, as to the condition or performance of the Pipeline and Interconnection Line or that the Pipeline and Interconnection Line will have a total delivery capacity equal to the

Project Water Availability or will be suitable for the purposes for which they were constructed. The parties are relying solely on the expertise of the design engineer and the construction contractor and subcontractors in the planning, design and installation of the Pipeline and Interconnection Line. Prescott is not a general contractor or an insurer or guarantor of the planning, design or installation of the Pipeline and Interconnection Line and is not liable or responsible if the Pipeline and Interconnection Line have a capacity of less than the Project Water Availability or are not suitable for the purposes for which they were constructed.

14.2 Third-Party Beneficiary. Prescott Valley shall be a third-party beneficiary with respect to those written guarantees, warranties and representations made or otherwise provided to Prescott within any contract or agreement by and between Prescott and any engineer, contractor or architect retained for the purpose of designing or constructing the Pipeline and an Interconnection Line and any appurtenant facilities or infrastructure.

14.3 Compliance with all Legal Requirements. The parties agree to comply with all requirements of the appropriate state and federal agencies that regulate the use of Project Water for human consumption. Each Party shall be solely responsible for its own compliance with all laws, regulations and other requirements governing the use of water, including Project Water, for human consumption once Project Water is delivered to that Party at its Point of Delivery.

14.4 Indemnification. The parties mutually agree to indemnify, defend and hold harmless the other parties and their respective officers, directors, shareholders, employees and agents, for, from and against any and all costs (including, without limitation, attorneys' fees) losses, judgments, fines, penalties, assessments, charges or claims of any sort by third parties, including any governmental agencies, arising from, caused by or related, directly or indirectly, to such Party's negligent acts or omissions in construction of the Pipeline and an Interconnection Line or Secondary Line or Lines, as is relevant, or such Party's use of Project Water from the Pipeline and an Interconnection Line or Secondary Line or Lines, as is relevant, or such Party's performance of its obligations under this Agreement.

15. MEDIATION.

15.1 Upon mutual agreement of the parties, any controversy, dispute or claim between or among the parties including, but not limited to, those arising out of or relating to this Agreement or any related agreements or instruments, including any claim based on or arising from an alleged tort, shall be subject to non-binding mediation.

15.2 Any such mediation shall be conducted in Prescott, Arizona, or such other city as the parties shall mutually agree, and shall be conducted by and under the auspices of the Mediation Center of Yavapai County, unless the parties mutually agree to a different mediator. The mediation proceedings are confidential and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views, documents, records, papers and opinions, whether oral or written, made or delivered in the course of the mediation proceedings by any of the parties to the dispute, their agents, employees or representatives, and by the mediator (who will be the joint agent of the parties for the purpose of the mediation proceedings), are confidential and shall be kept confidential by all parties to the dispute and the

mediator. Such conduct, statements, promises, offers, views, documents, records, papers and opinions shall not be discoverable or admissible for any purposes, and shall not be disclosed to anyone not a party to the disputes; provided, however, that (a) the fact that the parties have reached a settlement of their dispute may be disclosed to anyone, (b) by agreement of the parties, the settlement agreement may be enforced by any court having jurisdiction, and (c) these provisions are subject to any requirements of Arizona's Public Records and Open Meetings laws.

15.3 Reservations of Rights. Nothing in this Agreement shall be deemed to (a) limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or (b) limit the right of either Party to obtain from a court provisional or ancillary remedies such as, but not limited to, injunctive relief. The parties may attempt to obtain such provisional or ancillary remedies before, during, or after the pendency of any mediation proceeding conducted pursuant to this Agreement.

16. DEFAULT AND REMEDIES.

16.1 Default. The parties agree that in the event of a failure by a Party to perform any obligation of that Party under this Agreement (an "Event of Default"), the Party in default or breach shall have sixty (60) days following delivery of written notice of default to cure such default or breach and, if a non-monetary default or breach cannot be reasonably cured within such sixty (60) day period, such reasonable time thereafter to cure the non-monetary default or breach, provided that the defaulting Party is diligently pursuing the cure of the non-monetary default or breach. In no event shall the cure period exceed sixty (60) days, except as otherwise agreed to in writing.

16.2 Remedy Upon Default by Prescott Valley. If Prescott Valley has not cured its default or breach of this Agreement within the time period set forth in Section 16.1 herein, (a) all amounts then due and payable shall accrue interest at twelve percent (12%) simple interest per annum until all outstanding amounts due are paid in full, and (b) Prescott shall have the right to pursue any other rights available to Prescott at law or in equity.

16.3 Remedy Upon Default by Prescott. If Prescott has not cured its default or breach of this Agreement within the time period set forth in Section 16.1 herein, Prescott Valley's sole remedies shall be to (a) waive such breach and proceed with performance in accordance with the terms and conditions of this Agreement, or (b) file in a court of law an action for specific performance. Each Party to this Agreement hereby waives its right to claim or file any complaint or demand seeking consequential damages, lost profits or punitive damages from the other Party.

16.4 Remedy Upon Inability to Obtain Permits and Approvals. In the event Prescott Valley is unable to obtain any necessary Permits and Approvals to utilize Project Water as contemplated by this Agreement for assured supply purposes on or before the award of contract for the construction of the Pipeline, Prescott will return to Prescott Valley any and all monies paid to Prescott by Prescott Valley pursuant to this Agreement within one hundred twenty (120) days of written notice by Prescott Valley to Prescott and, in that event, this Agreement shall have no further force and effect. Prescott shall give written notice to Prescott Valley at least thirty

(30) days prior to the award of the foregoing contract, and Prescott Valley shall give written notice to Prescott of its intent to exercise this remedy at least one (1) day prior to the award of bid; provided, however, that notwithstanding the foregoing, in the event that Prescott cannot utilize project water for its Assured Water Supply in the amounts contemplated by this Agreement or in the amount of 8,717 acre feet as allowed pursuant to the letter from ADWR dated August 21, 2003, Prescott has the option of terminating this Agreement and liquidating the property in accordance with Section 12.3 herein, and (except as set forth in Section 12.3 herein) neither party shall have any claim for reimbursement from the other for any costs or expenses incurred pursuant to this Agreement. This Section 16.4 shall be of no further force and effect upon award of a bid for the construction of the Pipeline by Prescott.

16.5 Force Majeure. No Party shall be liable to any other Party for failure, default or delay in performing any of its obligations hereunder, other than for the payment of money obligations specified herein, in case such failure, default or delay is caused by strikes or other labor problems; forces and nature; unavoidable accident; fire; acts of the public enemy; interference by civil authorities; passage of laws; orders of the court; adoption of rules or ordinances; acts, failures to act, decisions or orders or regulations of any governmental or military body or agency, office or commission; the failure of a governmental agency or a private entity to issue a Permit and Approval or the issuance of a Permit and Approval subject to conditions causing a material delay in construction of the Pipeline or an Interconnection Line or the withdrawal of water from the Ranch Well Field; or any other cause, whether or not of similar nature, not within the control of the Party affected and which, by the exercise of due diligence, such Party is unable to prevent or mitigate the outcome ("Force Majeure Matters"); provided, however, that the Party's failure, default or delay in performance shall be excused only for so long as such cause or event is present. Should any such Force Majeure Matter occur, the parties agree to proceed with diligence to do what is reasonable and necessary with respect to the Force Majeure Matter so that each Party may perform its obligations under this Agreement.

17. MISCELLANEOUS PROVISIONS.

17.1 Survival. The provisions of this Agreement which release any Party from liability or which extend indemnity or "hold harmless" terms from one Party to another are expressly intended by the parties to survive any termination or cancellation of this Agreement.

17.2 Third-Party Beneficiaries. Except as specifically provided in Section 14.2 herein, the parties intend that there be no third-party beneficiaries to this Agreement.

17.3 Notices and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States mail, postage prepaid, return receipt requested, to:

Prescott: City of Prescott
 201 South Cortez
 Prescott, Arizona 86303
 Attn: City Manager

With a copy to: City of Prescott
P.O. Box 2059
Prescott, Arizona 86302
Attn: Public Works Director

Prescott Valley: Town of Prescott Valley
7501 East Civic Circle
Prescott Valley, Arizona 86314
Attn: Town Manager

With a copy to: Town of Prescott Valley
7501 East Civic Circle
Prescott Valley, Arizona 86314
Attn: Public Works Director

or to such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered upon the earlier of actual delivery or twenty-four (24) hours following deposit in the U.S. mail, postage prepaid, and addressed as set forth above.

17.4 Amendments. Except as set forth herein, this Agreement may not be amended modified or terminated in any manner other than by an agreement in writing signed by the parties.

17.5 Construction. This Agreement shall be construed in accordance with the laws of the State of Arizona.

17.6 Headings. Headings or captions of Sections of this Agreement are for the convenience of the parties and shall not be deemed or interpreted to modify or amend substantive provisions of this Agreement.

17.7 Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof. There are no representations, promises, warranties, understandings or agreements express or implied, oral or otherwise, in relation thereto, except those expressly referred to or set forth herein, and this Agreement shall supersede all previous communications, representations, or agreements regarding the subject matter hereof, either verbal or written, between the parties.

17.8 No Waiver. Any waiver of any of the terms of this Agreement shall not be construed as a waiver of any other terms of this Agreement and no waiver shall be effective unless made in writing. The failure of any Party to exercise any right with respect to any default shall not be deemed or construed to constitute a waiver of, or to preclude any Party from exercising any right with respect to such default at a later date.

17.9 Authorization to Sign. The parties hereby represent and agree that the persons whose signatures appear below have full authority on behalf of each of the parties to execute this Agreement.

17.10 Partial Validity. If any clause, sentence, term, or other portion of this Agreement shall become illegal, null, or void for any reasons or shall be held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular clause, sentence, term, or portion held to be illegal, null or void.

17.11 Attorneys' Fees. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties further expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys fees, either pursuant to the Agreement, pursuant to A.R.S. §12-341.01(A) and (B), or pursuant to any other state or federal statute.

17.12 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, and assigns: provided, however, that no transfer or assignment that waives or releases Prescott Valley from its financial obligations as set forth in this Agreement shall be valid or binding unless Prescott provides prior written consent to the transfer or assignment.

17.13 Time of Essence. Time is of the essence to every provision hereof.

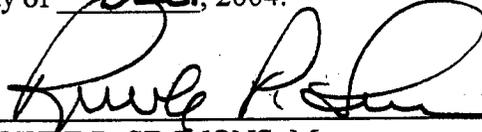
17.14 Exhibits. Exhibits "A" and "B" attached hereto are incorporated herein by this reference.

17.15 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

[SIGNATURE PAGES FOLLOW]

"PRESCOTT"

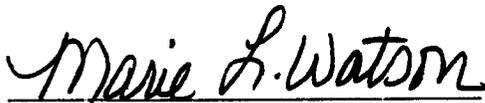
PASSED, APPROVED AND ADOPTED by the
Mayor and Council of the City of Prescott this 2nd
day of DEC., 2004.



ROWLE P. SIMMONS, Mayor

PURSUANT TO A.R.S. §11-952(D), THE
FOREGOING AGREEMENT HAS BEEN
REVIEWED BY THE UNDERSIGNED
ATTORNEY FOR THE CITY OF PRESCOTT,
WHO HAS DETERMINED THAT THE
AGREEMENT IS IN PROPER FORM AND IS
WITHIN THE POWERS AND AUTHORITY
GRANTED UNDER THE LAWS OF THIS
STATE TO THE CITY OF PRESCOTT.

ATTEST:



MARIE L. WATSON, City Clerk

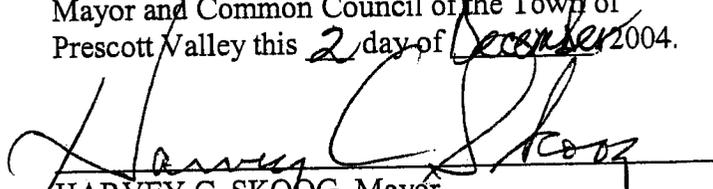


JOHN R. MOFFITT, City Attorney

SEAL

"PRESCOTT VALLEY"

PASSED, APPROVED AND ADOPTED by the
Mayor and Common Council of the Town of
Prescott Valley this 2 day of December 2004.


HARVEY C. SKOOG, Mayor

PURSUANT TO A.R.S. §11-952(D), THE
FOREGOING AGREEMENT HAS BEEN
REVIEWED BY THE UNDERSIGNED
ATTORNEY FOR THE TOWN OF PRESCOTT
VALLEY, WHO HAS DETERMINED THAT
THE AGREEMENT IS IN PROPER FORM AND
IS WITHIN THE POWERS AND AUTHORITY
GRANTED UNDER THE LAWS OF THIS
STATE TO THE TOWN OF PRESCOTT
VALLEY.

SEAL

ATTEST:


DIANE RUSSELL, Town Clerk

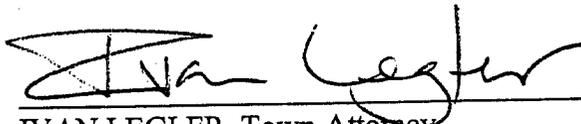
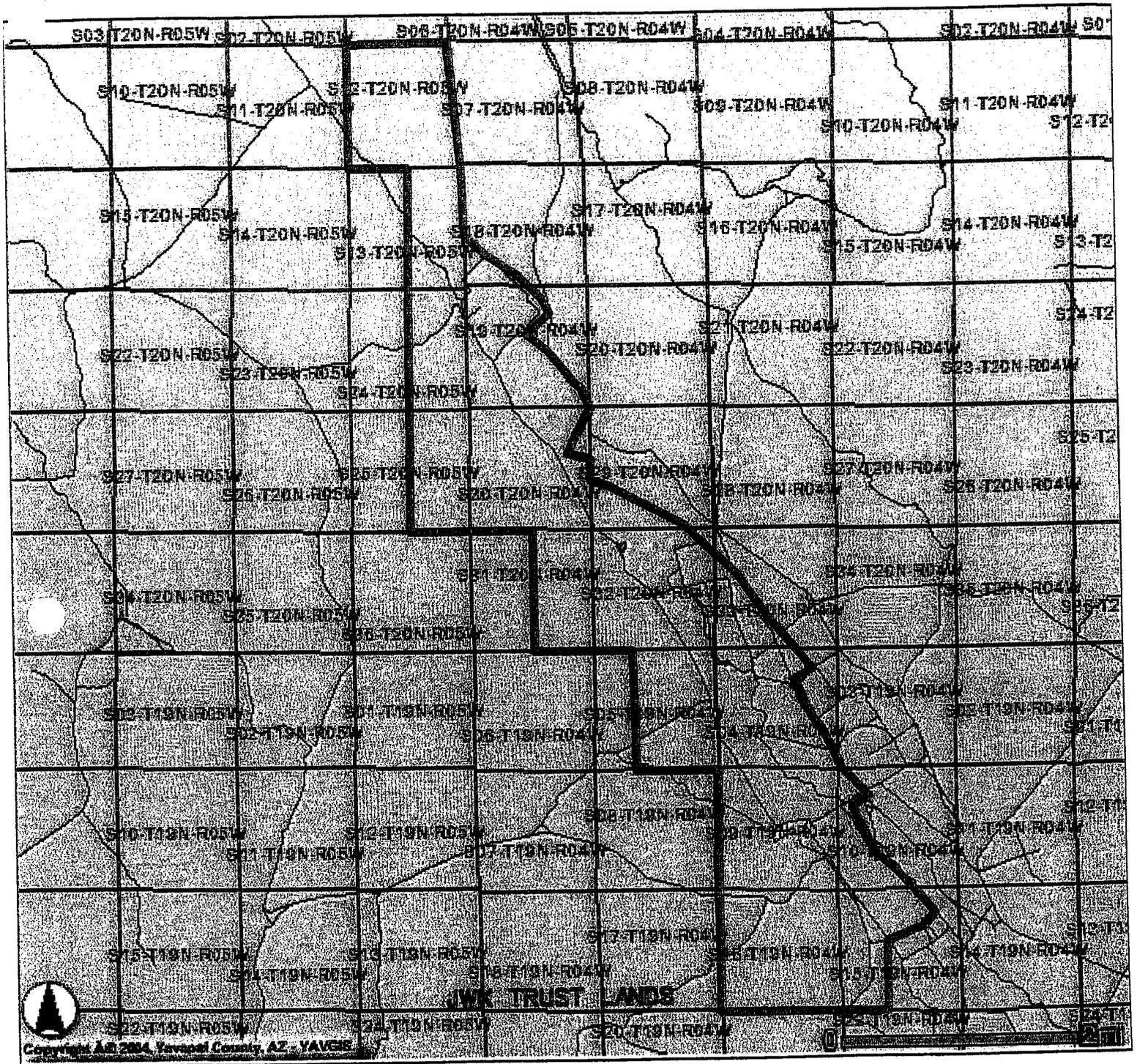

IVAN LEGLER, Town Attorney

EXHIBIT "A"

JWK Ranch



d:\DGN\enviroserv\JWKTRANCH.dgn Oct. 08, 2004 14:26:51

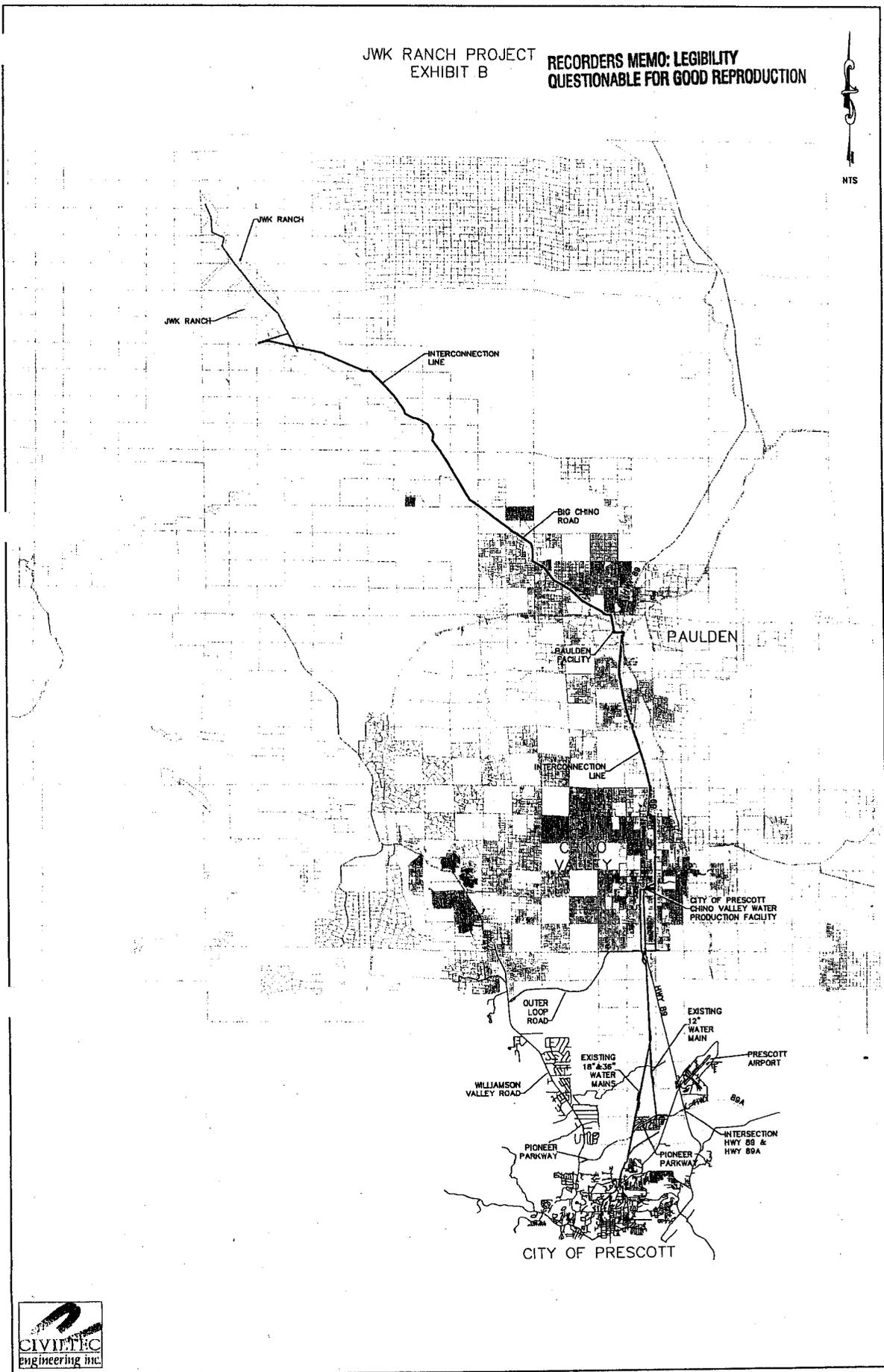
RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION

EXHIBIT "B"

Project Description

JWK RANCH PROJECT
EXHIBIT B

RECORDERS MEMO: LEGIBILITY
QUESTIONABLE FOR GOOD REPRODUCTION



RESOLUTION NO. 3643

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF PRESCOTT VALLEY FOR THE SALE OF WATER AND COST PARTICIPATION WITH RESPECT TO THE ACQUISITION OF THE JWK RANCH AND CONSTRUCTION AND OPERATION OF A WATER TRANSMISSION LINE, AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE AND DECLARING AN EMERGENCY

WHEREAS, pursuant to A.R.S. §45-555(E), Prescott is authorized to withdraw and transport up to 14,000 acre-feet of water per year from the Big Chino Groundwater Subbasin, a portion of which Prescott may make available to users in the Prescott Active Management Area; and

WHEREAS, Prescott Valley desires to take delivery of a portion of the Project Water as defined hereinafter.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with Prescott Valley for the sale of water and cost participation, attached hereto as Exhibit "A".

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

SECTION 3. THAT the immediate operation of the provisions of this Resolution is necessary for the immediate preservation of the public peace, health or safety, and that an EMERGENCY is hereby declared to exist; and THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

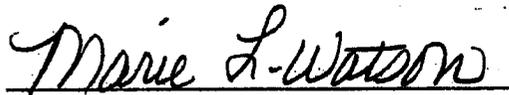
RESOLUTION NO. 3643

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 7th day of DECEMBER, 2004.



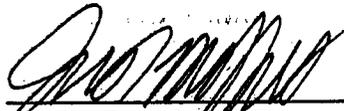
ROWLE P. SIMMONS, Mayor

ATTEST:



MARIE L. WATSON
City Clerk

APPROVED AS TO FORM:



JOHN R. MOFFITT
City Attorney

Summary of Billing from Prescott Valley to Prescott

BCWR

prepared 6/3/10

Invoice Date	Greenberg Traurig	Perkins Coie Brown & Bain	Spahr Andrews & Ingersoll, LLP	Policy Impact Strategic Comm., Inc	SRP	West Web Services	Telephone, Postage & Others	Total	Total Due (54.1%)
9/15/2008	-	1,379.50	-	-	-	-	-	1,379.50	746.31
10/28/2008	31,599.43	10,805.57	9,361.00	-	-	6,600.00	-	58,386.00	31,586.83
3/5/2009	16,666.66	44,488.67	14,874.80	-	-	1,200.00	16.74	77,246.87	41,790.56
5/19/2009	51,666.67	143,536.68	1,394.55	-	5,819.57	1,800.00	747.86	204,965.33	110,886.24
7/24/2009	12,000.00	55,201.94	2,007.84	24,000.00	8,225.47	1,800.00	1,091.01	104,326.26	56,440.51
11/30/2009	-	9,879.89	-	39,251.80	965.17	1,979.95	483.36	52,560.17	28,435.05
2/10/2010	-	36,702.17	-	37,025.26	2,005.58	359.90	1,643.32	77,736.23	42,055.30
5/26/2010	-	33,615.99	-	36,132.21	66.00	719.80	2,366.24	72,900.24	39,439.03
Total	111,932.76	335,610.41	27,658.19	136,409.27	17,081.79	14,459.65	6,348.53	649,500.60	351,379.83

Less: Reduction for 4-27-09 Perkins-Coie billing of 0.4 hr. (Eckstein) (\$122.23)
 [Draft public records request to SRP for information about the Taxpayer Protection Initiative being circulated in Prescott.]

Adjusted Total: \$351,257.60



CITY OF PRESCOTT
LEGAL DEPARTMENT
201 South Cortez
Post Office Box 2059
Prescott, Arizona 86302-2059

RECEIVED
MAY 20 2009
LEGAL DEPT

Tele: (928) 777-1274
Tdd: (928) 777-1100
Fax: (928) 777-1325

Gary D. Kidd
Thomas A. Lloyd
Glenn A. Savona
Matthew P. Podracky

May 18, 2009

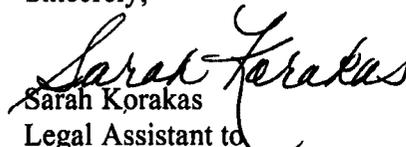
Paul Eckstein, Esq.
Perkins, Coi, Brown & Bain
2901 N. Central Avenue, Suite 2000
Phoenix, AZ 85012-2788

Re: Client Matter No. 60838-0003

Dear Mr. Eckstein:

Enclosed is an executed original of your conflict of interest letter dated April 21, 2009.

Sincerely,


Sarah Korakas
Legal Assistant to
Gary Kidd, City Attorney

cc: Gary Kidd
Ivan Legler/Colleen Auer



Town of Prescott Valley

7501 E. Civic Circle
Prescott Valley
Arizona 86314-2275

April 21, 2009

Paul Eckstein, Esq.
Perkins, Coie, Brown & Bain
2901 N. Central Avenue, Suite 2000
Phoenix, AZ 85012-2788

Re: Legal Representation
Client-Matter No. 60838-0003

Dear Paul:

The City of Prescott and the Town of Prescott Valley entered into an Intergovernmental Agreement dated December 7, 2004, for Prescott to obtain various professional services needed for the Big Chino Water Ranch Project and then bill the Town a proportionate share. As the Project has progressed, the parties have understood the IGA to also permit the Town to enter into professional service agreements related to the Project and to credit the costs against the Town's obligations to Prescott under the IGA. This added flexibility in acquiring joint services for the Project helps the communities respond more quickly to Project requirements.

On April 16, 2008, the two communities developed a Request for Qualifications for professional litigation services, and on April 21, 2008, community representatives interviewed candidate firms. In the end, the representatives concluded to enter into a services agreement with Perkins Coie Brown & Bain for a portion of the litigation services that might become necessary. Prescott Valley would be the lead agency with regard to this particular services agreement, but Prescott would remain the lead agency on the Project as a whole, and Perkins Coie would essentially represent the interests of the Project as a whole. In so doing, Perkins Coie would provide services in conjunction with services already being provided through an agreement Prescott and Prescott Valley have with the firm of Fennemore Craig, and through an agreement Prescott has with the firm of Maguire & Pearce. On May 8, 2008, the Prescott Valley Town Council voted to approve an engagement letter with Perkins Coie Brown & Bain in Client-Matter No. 60838-0003.

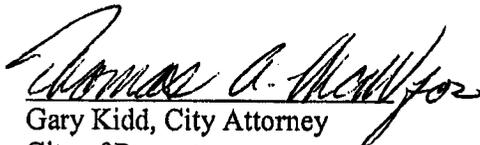
Perkins Coie has since requested that authorized representatives of the two represented parties acknowledge, in accordance with the rules governing professional responsibility and conflicts of interest, that they understand the implications of joint representation (including the advantages and risks involved), and provide written consent.

Paul Eckstein, Esq.
April 21, 2009
Page 2

By our signature to this letter as the respective municipal attorneys for the two communities, we hereby acknowledge our understanding that the primary advantage of joint representation is an avoidance of duplication in legal effort and costs. We further acknowledge the potential disadvantages of (a) difficulty in effectively sharing information between the clients and Perkins Coie, and (b) the possibility that a conflict of interest may one day surface between the two communities in this matter. At this time, we believe these risks have been mitigated and we are comfortable that Perkins Coie can effectively represent the two communities in this matter. However, if, at any time in the future, either of the communities or the firm concludes that a conflict of interest exists that precludes continued joint representation; we or the firm will promptly raise that belief. Should that happen, the two communities agree that Perkins Coie will withdraw from representing either community in the matter.

We understand that no confidences will exist among us regarding the work Perkins Coie does for the two communities. That means, among other things, that if Perkins Coie receives information from or about either of the communities that Perkins Coie believes the other should have in order to make decisions regarding the subject of the representation, Perkins Coie may give the other community that information.

Sincerely,


Gary Kidd, City Attorney
City of Prescott


Ivan Legler, Town Attorney
Town of Prescott Valley

Charles A. Blanchard
PHONE: (602) 351-8070
FAX: (602) 648-7045
EMAIL: CBlanchard@perkinscoie.com

Perkins
Coie
Brown
& Bain

May 15, 2008

Colleen Auer, Esq.
Town of Prescott Valley
7501 East Civic Circle
Prescott Valley, Arizona 86314

2901 N. Central Avenue, Suite 2000
Phoenix, AZ 85012-2788
PHONE: 602.351.8000
FAX: 602.648.7000
www.perkinscoie.com

**Re: Legal Representation
Client-Matter No. 60838-0003**

Dear Colleen:

Thank you for selecting Perkins Coie Brown & Bain P.A. ("PCB&B") to represent ("Prescott Valley") in connection with the transfer of water from the Big Chino Valley Basin. PCB&B is being retained by the Town of Prescott Valley ("Town") to provide analyses, advice and opinions regarding various matters associated with the Big Chino Water Ranch Project, for which the Town and the City of Prescott have previously entered into an Intergovernmental Agreement dated December 7, 2004, and to provide defense of any litigation that may be filed to stop or slow the Project.

This letter will also apply to any additional matters that we undertake at your request, unless otherwise specified in a separate engagement letter addressing that matter.

The principal factors in determining our fees will be the time and effort devoted to the matter and the hourly rates of the lawyers and paralegals involved. I, along with my partner Paul Eckstein, will have primary oversight for Perkins Coie Brown & Bain's representation of Prescott Valley, but we assign other firm lawyers and paralegals when necessary, beneficial or cost-effective and when desirable to meet the time constraints of the matter. My current hourly rate for this initial matter is now \$430 and Paul's hourly rate is \$545. Our hourly rates in Phoenix range from \$545 per hour for our most experienced partners to \$205 for our most junior associates and \$180 to \$150 for paralegals, depending on their experience levels. These rates are adjusted at least annually, usually on January 1. Services performed after the effective date of the new rates will be charged at the new applicable rates. In addition to our fees for services, you will be responsible for all out-of-pocket costs that we incur on your behalf. Notwithstanding anything else contained in this letter, we will look solely to the Town of Prescott Valley for payment of our fees and costs. We try to issue invoices for our fees and disbursements on a monthly basis. These invoices include detail that most of our clients find sufficient, but please let me know at any time if more detailed information is

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OLYMPIA · PHOENIX · PORTLAND · SAN FRANCISCO · SEATTLE · SHANGHAI · WASHINGTON, D.C.

Perkins Cole LLP and Affiliates (Perkins Coie Brown & Bain P.A. in Arizona)

609-48

Colleen Auer, Esq.
May 15, 2008
Page 2

needed on our invoices. Please also refer to the enclosed Information for Clients for specifics regarding fees, disbursements, billing, payment, and termination of our representation should payment not be made or other circumstances warrant.

We cannot guarantee the outcome of any proceeding. We may, however, express opinions or beliefs reflecting our professional judgment concerning the proceedings or various courses of action and the results that might be anticipated. Because a substantial number of variables (principally, the approach of your opponents) can drive the cost of your legal representation, it is impossible to estimate with any certainty what the total charges may come to for any proceeding we undertake on your behalf. The Town of Prescott Valley's obligation to pay our fees and costs is not contingent on the outcome of the matter.

As lawyers, we are of course regulated by ethical rules, including rules governing conflicts of interest, in the jurisdictions in which we practice. Based on our review of our records, the representation of Prescott Valley on this initial matter does not create a conflict of interest for Perkins Coie Brown & Bain. Names we checked included Arizona Department of Water Resources, Salt River Project, The Northern Arizona Municipal Water Users Association, Upper Verde Watershed Protection Coalition, City of Prescott, Center for Biological Diversity, Groundwater Users Area Council, Yavapai County Water Advisory Council and Prescott Valley. Please let me know immediately if Prescott Valley goes by other names, if there are other adverse or potentially adverse party names to check, or other names that you believe we should check. If you learn about significant name changes of any of the entities or about additional adverse or potentially adverse parties, please advise us so our records can be updated. Our representation of Prescott Valley does not include acting as counsel for any entity in which Prescott Valley holds equity or any subsidiary, affiliate, equityholder, employee, family member or other person unless such additional representation is separately and clearly undertaken by us.

We represent many other companies and individuals. It is possible that during the time that we are representing the Town of Prescott Valley, some of our present or future clients will have litigation, other disputes or transactions with the Town of Prescott Valley. The Town of Prescott Valley agrees that we may continue to represent or may undertake in the future to represent existing or new clients (including without limitation, the plaintiffs in *Arizona Minority Coalition for Fair Redistricting, et al. v. Arizona Independent Redistricting Commission, et al.* (Arizona Superior Court of Maricopa County, Action No. CV2002-004380) (the "Redistricting Case") in any matter that is not substantially related to our work for you even if the interests of such clients in those other

Colleen Auer, Esq.
May 15, 2008
Page 3

matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by client to your material disadvantage.

As noted above, PCB&B is representing the plaintiffs in the Redistricting Case. The Town of Prescott Valley is an intervenor defendant in that case and, from time to time, its interests have been adverse to the plaintiffs in the Redistricting Case, which conflict the Town of Prescott Valley has previously waived. This letter will confirm that the Town of Prescott Valley agrees that PCB&B may (a) simultaneously continue to represent the plaintiffs in the Redistricting Case and the Town of Prescott Valley in the *Big Chino Valley* case and that, (b) you will not seek to disqualify PCB&B from representing the plaintiffs in the Redistricting Case or seek disgorgement of fees PCB&B may earn in the *Big Chino Valley* case. In that regard, I represent to you that:

1. I believe PCB&B will be able to provide competent and diligent representation simultaneously to the plaintiffs in the Redistricting Case and you in the *Big Chino Valley* case;
2. PCB&B's simultaneous representation of the plaintiffs in the Redistricting Case and you in the *Big Chino Valley* case is not prohibited by law; and
3. PCB&B's simultaneously representation of the plaintiffs in the Redistricting Case and representation of you in the *Big Chino Valley* case does not involve the assertion of a claim by one client against another in the same litigation or other proceeding before a tribunal.

This letter, along with the enclosed Information for Clients, confirms the terms and conditions on which Perkins Coie Brown & Bain P.A. and its affiliates will provide legal services to Prescott Valley. Unless otherwise agreed in writing, the terms of this letter and the enclosed Information for Clients will also apply to any additional matters that we undertake at Prescott Valley's request.

If this letter correctly sets forth our understanding, please sign and date a copy of this letter and promptly return it to me. If you have any questions about this letter or generally about our services or bills, please call me at any time. We look forward to

Colleen Auer, Esq.

May 15, 2008

Page 4

working with you and thank you for placing your confidence in Perkins Coie Brown & Bain.

Very truly yours,



Charles A. Blanchard

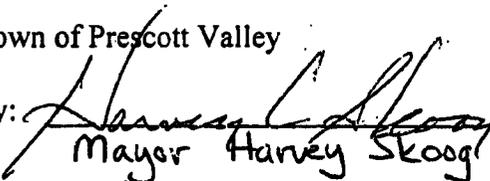
CAB:mv

Enclosure

ACCEPTED AND AGREED:

Town of Prescott Valley

By:



Mayor Harvey Skoog

Date:

May 22, 2008

Information for Clients

Perkins Coie Brown & Bain P.A. is pleased to serve you. The following information explains the terms that apply to our engagements (except to the extent that you have reached a different written understanding with us about particular terms) for legal services provided by Perkins Coie LLP and its affiliates. We encourage you to discuss this information with our lawyers at the inception of a matter and whenever you have questions during the course of that matter. Section headings are for convenience of reference only and not intended to affect the interpretation of the provisions of such sections.

Personnel. We generally assign one lawyer primary responsibility for seeing that your requests for legal services are met, but additional lawyers may assist in rendering the most appropriate and efficient legal services. We attempt to assign personnel to each matter based on the nature and scope of the issues raised by the matter and our lawyers' experience and expertise.

Basis for Fees. We charge for legal services rendered by our firm at applicable hourly rates. Each attorney, paralegal, and other timekeeper records time at assigned billing rates. Because hourly rates vary among personnel, each statement typically reflects a composite of several hourly rates. Those rates are reviewed periodically and change at least annually (usually on January 1) based on economic factors and the changing experience levels of our personnel. Services performed after the effective date of the new rates will be charged at the new rates.

Disbursements and Other Charges. In the course of performing legal services for you, various services may be provided by third parties. Examples include messenger and courier charges, filing and recording fees, foreign agent fees, court reporters and transcript costs, expert and other witness fees, charges for outside consultants and research services, and travel expenses. You are responsible for these third-party charges, and we reserve the right to forward their invoices directly to you for payment. For administrative ease, however, we may advance payment to the third-party provider and include the charge on our invoice to you, with no markup for handling. We will retain and not allocate to clients relatively insignificant discounts we receive for prompt payment or volume usage. For patent, trademark and other matters that may involve significant third-party payments, you may be required to maintain a minimum balance in a trust account to fund such payments. You will be advised of any such requirements, and we will not be obligated to request or pay for third-party services not fully covered by such deposits.

We will also charge you for certain internal services we provide in connection with our legal services. As noted below, because we both invest in specialized equipment and commit to long-term contracts with computer research vendors (such as Westlaw), long-distance telephone carriers, and others, we achieve savings in exchange for guaranteed payment, usage or other obligations undertaken at our risk. This allows us to charge our clients for certain computer research services and most long-distance telephone calls at rates discounted below standard rates. However, the payments we receive from clients for these services may exceed our total payments to the vendors. This excess is used to partially offset the costs we incur for related equipment and personnel and the risks we assume in entering into these contracts.

We currently charge specific internal costs in the following manner:

Photocopying, Printing, and Facsimile. In our U.S. offices, clients are charged ten cents per page for laser printing and photocopying. These charges are higher in our non-U.S. offices. We do not charge for facsimiles sent or received, other than long-distance telephone charges.

Computer Research. There is no extra charge to clients for our use of the firm's internal work product retrieval system. Clients are charged for computer-assisted research from outside services, other than many Westlaw Services, at the vendors' standard rates. For many services from Westlaw, our primary outside computer-research source, we are able to charge clients just 50% of Westlaw's standard rates

because we committed to a long-term contract with monthly minimum payments. We may occasionally be able to pass along other discounted rates for computer-assisted research from outside sources when we can negotiate volume discounts.

Telecommunications. We do not charge for local calls or for any email communications. In the United States, where we have been able to install special equipment and negotiate volume discounts, we share our savings with clients by charging long-distance calls at 50% of the AT&T tariff for direct-dial long-distance calls, plus applicable taxes. In our non-U.S. offices, long-distance calls are charged at the carrier's tariff for such calls, plus applicable taxes. Credit card and cell phone calls necessitated by work on your matters are charged at our actual cost.

Mail/Messengers. In our larger offices, we may use firm messengers whenever appropriate to shorten delivery times and offer greater flexibility. Charges for such internal messengers are equal to or below rates charged by outside messengers for similar services. We do not charge for regular mail. Bulk mailings, packages, overnight deliveries, and special postal services are charged at our actual cost.

Overtime. Clients are charged for staff overtime, meals, and transportation only when (a) the client specifically requests after-hours effort or (b) the nature of the work necessitates overtime and such work could not have been done during normal work hours.

Document Imaging and Database Support. Certain matters, particularly large-scale litigation, may require special document imaging and optical character recognition ("OCR") services. We currently charge 15 cents per page for document imaging and 25 cents per page for OCR. Clients requiring these special technical services may also be charged for storage space on the firm's computer servers.

Invoices and Payment. We typically bill monthly, and payment is due upon receipt of the invoice. Payment of an invoice will reflect your agreement to the amount charged on that invoice, and you must bring any misbilling or other charge that you believe is inappropriate to our attention within 45 days of presentation of the invoice. To the fullest extent permitted by law, you agree that we have an attorneys' lien (including, without limitation, in the results of our services) to secure payment of the obligations owed us and that we may take steps to inform others of any attorneys' lien rights we might have. For accounts not paid within 30 days of the invoice date, we add a late payment charge of 1% per month (or such lower rate as required by applicable law) on unpaid balances from the invoice date. Unless otherwise agreed upon, we may apply payments first to our own attorneys' fees and costs of collection, second to our late charges, third to our invoiced fees, and finally to our invoiced disbursement charges. Our election not to exercise any rights or not to require punctual performance of each provision of this agreement will not be construed as a waiver or relinquishment of our rights. We do not and cannot guarantee the outcome of any matter or particular results, and payment of our fees and disbursements is not conditioned on any particular outcome. If we are required to bring an action or proceeding to collect fees or disbursements due us, we will also be entitled to recover certain fees and costs. These include, but are not limited to, our own outside attorneys' fees, expert witness fees, other costs of collection billed to us, and the value of legal services Perkins Coie's own attorneys perform in analyzing or prosecuting a collection action if such circumstances arise on your account. You consent to venue and jurisdiction wherever we have an office with attorneys who worked on your behalf. Also, if we are required to testify, produce documents, or respond to other requests in connection with litigation or other proceedings commenced by third parties that relate to our representation of you, you will pay us our reasonable fees and costs incurred in connection with such activities.

Insurance Coverage. You may have insurance policies relating to a matter for which you engage us that might cover, among other things, reimbursement of attorneys' fees and costs. If coverage is potentially available, including coverage for our fees and costs, your appropriate insurance company must be notified as soon as possible. We can advise you on the availability of insurance coverage only if you expressly and timely request that we do so, we do not have a conflict of interest, and we agree to undertake such additional work. You would then need to furnish us copies of all relevant insurance policies and related documents. Regardless whether, when, and to what the extent

insurance coverage might be available to reimburse all or a portion of our fees and costs, you nevertheless remain primarily obligated for amounts owed us, including any late charges that accrue during any delay in payment by others.

Advance Payments and Estimates. We may require advance payments before working or continuing work on a matter. Of course, the amount of work we are called upon to perform may subsequently exceed our prior expectations. Regardless of whether you make an advance payment, you agree that any budget, estimate, or similar range for potential charges is nothing more than a forecast based on then-current assumptions, and any such forecast may be high or low due to changed or unforeseen circumstances. We reserve the right, as a condition of providing additional services, to require an increase in any advance payment.

Legal Service Provider. We provide strictly legal services to you in connection with this agreement. You are not relying on us for any services other than legal services, and we are specifically not providing any business, investment, insurance, or accounting advice or any investigation of the character or credit of persons with whom you may be dealing.

Identity of Client. You confirm that we are being engaged by you and not any of your subsidiaries, affiliates, equityholders, employees, members of your family, or other persons, unless we separately and explicitly undertake such representation. You also expressly confirm that we may be adverse to any entity in which you have an ownership interest and any of your affiliates, equityholders, employees, members of your family, or other persons in matters unrelated to our work for you.

Conflicts of Interest. We have performed a search of our other clients to determine whether representing you might create a potential conflict of interest with any other clients. That check was done using your name and any other names you gave us. Please inform us immediately if you use other names or have affiliated companies that we should enter into our conflicts system.

Cooperation/Reliance on Accurate Information. To enable us to represent you effectively, you will cooperate fully with us in your matter(s). You and your agents will fully and accurately disclose to us all facts and documents that may be relevant to a matter we undertake or which we may otherwise request. This information will form the basis of our legal advice.

Email Communication Disclaimer. Many of our legal professionals receive hundreds of email messages per day (in addition to spam). Although email is an efficient method for many communications, it can also be delayed in transit or otherwise missed (e.g., blocked by our anti-spam software). You cannot assume that each email message copied or sent to one of our legal professionals was actually opened and read by him or her unless you receive a non-automated reply message indicating that he or she read the substance of your message.

Termination of Services. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or your failure to pay our legal fees and expenses when due. Our representation in any matter will also cease on completion of our work on that matter unless you ask us to perform additional work that we agree to undertake. Performing additional services for you on the same or any other matter is subject to these terms and conditions, our mutual concurrence and clearance of conflicts, if any. We are unable to assure you that matters for other clients will not conflict us out of additional matters you might later ask us to undertake. On completion of a matter, we may close our files and, absent a specific written undertaking to do so, will not thereafter be obligated to docket milestones, make additional or continuation filings, pursue appeals, take other steps on your behalf on the matter, or monitor or advise you with respect to changes in the law or circumstances that might bear upon or adversely affect the completed matter. If you wish to have us return material from your files after the conclusion of a particular matter, we will provide you such material at your request and expense. We will have no obligation to retain client files more than one year after the conclusion of a particular matter or our representation.

Alliances/Other Counsel. Many of our clients also have international or other legal needs we cannot fulfill. This causes us from time to time to establish ongoing working relationships or strategic alliances with law firms in other jurisdictions. While our close relationships with our legal colleagues at these firms have helped us provide coordinated representation for many of our clients, these firms (and other firms we may recommend to our clients) are separate from and independent of Perkins Coie. We do not share personnel or fees, do not have common operations beyond occasional joint seminars and presentations, and must check any other firm's conflicts of interest before that firm's lawyers may jointly represent any of our clients. Under rules in certain jurisdictions where we practice, we must advise you that you may consult independent counsel to advise you regarding these documents governing our relationship, and we encourage you to do so if you like. Also, you retain the right to consult with independent counsel at any time while we represent you. However, we are not responsible for any advice an independent counsel may give you, and such consultation will be entirely at your expense.

Affiliates. Perkins Coie LLP generally practices law under the name Perkins Coie. A separate, affiliated Arizona entity, Perkins Coie Brown & Bain P.A., provides legal services from the Phoenix office. For administrative ease, Perkins Coie LLP collects payments for legal services rendered by its affiliates.

Questions. We endeavor to deliver legal services effectively and efficiently and to render accurate and understandable billings. Please direct any questions about services or billing practices to your client service lawyer. Questions regarding the billing or payment status of your account may also be directed to the Client Accounting Department in our Seattle office at 1-800-261-3143 (206-359-3143 in the Seattle area).
60838-0003/LEGAL14284478.1

LAW OFFICES
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
3300 N. CENTRAL AVENUE, SUITE 1800
PHOENIX, ARIZONA 85012-2518
602-798-5400
FAX: 602-798-5595
WWW.BALLARDSPAHR.COM

PHILADELPHIA, PA
BALTIMORE, MD
BETHESDA, MD
DENVER, CO
LAS VEGAS, NV
LOS ANGELES, CA
SALT LAKE CITY, UT
VOORHEES, NJ
WASHINGTON, DC
WILMINGTON, DE

LEE A. STOREY
DIRECT DIAL: (602) 798-5443
PERSONAL FAX: (602) 325-0555
E-MAIL: STOREYL@BALLARDSPAHR.COM

November 10, 2008

Mr. Ivan Legler
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Re: Engagement for Services and Representation for the Town of Prescott (the "Town")

Dear Mr. Legler:

Thank you for the opportunity to be of service to you. Although I would prefer a handshake, our professional rules require a written agreement and, therefore, I am writing to confirm the terms of our representation. If you have any questions about this letter or our work for you, please call me so that we can discuss your questions and concerns. Our billing practices and details regarding how we handle disbursements and expenses are addressed in the enclosed Terms of Engagement.

I will be responsible for such services and representation, although we may delegate matters to other attorneys and paralegals in order to serve the Town's best interests in the most productive and cost-effective manner. My time will be billed at \$375 an hour for the balance of 2008. Starting January 1, 2009, my standard hourly rate of \$425 will be in effect. However, as a courtesy to the Town, an additional 10% discount will be applied to the total amount due on statements through 2009. I will utilize the services of attorneys with lesser rates as appropriate in order to contain fees. Our billing rates are adjusted from time to time. All attorneys and paralegals who serve and represent the Town shall bill their time on an hourly basis. Partners' rates generally range from \$275 to \$550; associates' rates range from \$185 to \$345; and paralegals' rates range from \$140 to \$195. The rates of other attorneys and paralegals in the firm

Legler
November 10, 2008
Page 2

range from \$105 to \$550 per hour and are based upon their experience and expertise. All rates are subject to periodic review and update by the Firm.

Please sign the enclosed copy of this letter where indicated below in order to confirm your agreement to the terms and conditions stated herein and return the signed copy in the enclosed postage-paid return envelope. Ballard Spahr Andrews & Ingersoll, LLP appreciates the opportunity to represent you and we look forward to an enjoyable and successful relationship. We have added your name to our mailing list for newsletters and seminar announcements.

Sincerely,



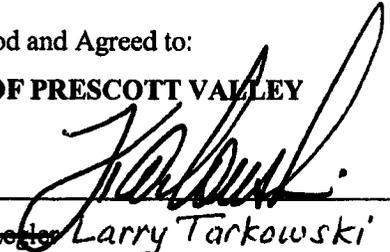
Lee A. Storey

LAS/ae
Enclosures

Understood and Agreed to:

TOWN OF PRESCOTT VALLEY

By: _____


~~Ivan Legler~~ Larry Tarkowski

Date: _____

11.12.08



Terms of Engagement

The following terms together with the accompanying letter of engagement constitute the terms of your engagement of Ballard Spahr Andrews and Ingersoll, LLP ("Ballard Spahr") as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of Ballard Spahr's agreement with you. Therefore, we ask that you review these terms carefully and contact us promptly if you have any questions. We suggest that you retain these terms in your file.

1. **CLIENT.** It is understood that Ballard Spahr's Client for purposes of this representation is limited to the individual or entity specifically identified in the engagement letter and does not include others.
2. **SCOPE OF REPRESENTATION.** Our representation is limited to performance of the services expressly described in the engagement letter and does not include representation of you or your interests in any other matter. It is important that you have a clear understanding of the legal services we will provide and that you contact us promptly to discuss any questions that you may have about them. You may limit or expand the scope of the representation from time to time, provided that any substantial change is agreed to by us and made in writing. We will provide legal counsel to you in reliance upon information and guidance provided by you, keep you reasonably informed of the status of the matter, and respond to your inquiries. Any expressions on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.
3. **REGARDING FEDERAL TAX ADVICE.** In the course of our representation, we may render tax advice to you on various legal matters. You understand that you may not use such tax advice to avoid any penalties that may be imposed by the Internal Revenue Service unless, in accordance with the Internal Revenue Service rules of practice, we are specifically engaged to provide a formal, written tax opinion for that purpose. Accordingly, you acknowledge that we may legend any written tax advice that we provide in the course of this engagement to indicate that it may not be relied on for purposes of penalty protection. You further understand that our representation does not include the provision of any tax advice concerning transactions in which you may participate that would be "reportable transactions" within the meaning of Section 6707A of the Internal Revenue Code of 1986, as amended, and that our provision of tax advice concerning such transactions would require a separate engagement for that purpose. In particular, we shall not advise as to any transaction in which you may participate in which your or our disclosure of its tax treatment or tax structure is limited by any person other than you, our client, unless we are separately engaged by you for that purpose.



4. **STAFFING.** Customarily, each client of Ballard Spahr is served by a Relationship Partner (a principal lawyer contact) and one or more Matter Billing Lawyers (a lawyer designated to oversee an individual matter that Ballard Spahr handles on your behalf). Your work or parts of it may be performed by other lawyers and legal assistants at Ballard Spahr. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

5. **TERMINATION OF ENGAGEMENT.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. Your termination of our services will not affect your responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter. If permission for withdrawal is required by a court, we will apply for such permission and you agree to engage successor counsel to represent you.

We are subject to the rules of professional responsibility for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client written notice of our withdrawal.

6. **CONCLUSION OF REPRESENTATION.** Unless previously terminated, our representation will conclude upon our sending you our final invoice for services rendered in this matter.

7. **RETENTION AND DISPOSITION OF DOCUMENTS.** Following the termination of our representation or the conclusion of the matter, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by Ballard Spahr. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.



8. **POST-ENGAGEMENT ISSUES.** You are engaging Ballard Spahr to provide legal services in connection with the matter referred to in the accompanying engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, Ballard Spahr has no continuing obligation to advise you with respect to future legal developments.

9. **FEES AND EXPENSES.** Our fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the initial basis for determining the fee. The billing rates for this matter are specifically discussed in the engagement letter. These billing rates are subject to change from time to time. Other factors may be taken into consideration in determining our fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, the skill required to perform the work, the particular experience or knowledge provided, time limitations imposed by you or the transaction or matter, the benefit resulting to you, and any unforeseen circumstances arising in the course of our representation.

We will include on our invoices separate charges for performing services and expenses such as photocopying, messenger and delivery service, computerized research, travel, long-distance telephone and faxing fees in accordance with the attached Disbursement Pricing schedule. In litigation matters, such expenses may also include deposition costs, process servers, court reporters and witness fees. We may elect to have you billed directly for certain expenses such as consultants, appraisers, and local counsel.

Invoices normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our invoice. Invoices rendered in December must be paid prior to the end of the year. If any invoice remains unpaid for more than 30 days, we may suspend performing services for you and withdraw as your counsel unless arrangements satisfactory to us have been made for payment of outstanding invoices and the payment of future fees and expenses.

Fees and costs relating to this matter are not predictable. Accordingly, unless specifically stated to the contrary in the engagement letter, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is expressly understood that payment of Ballard Spahr's fees and costs is in no way contingent on the ultimate outcome of the matter.

10. **RETAINER AND TRUST DEPOSITS.** New clients of Ballard Spahr are commonly asked to deposit a retainer. If you deposit a retainer with us, you grant us a security interest in



that deposit. Typically, the retainer is equal to the fees and costs likely to be incurred during a one-month period. It will be deposited in our general trust account. The retainer will be applied to our final billing in the matter and we will then return to you, without interest, any unearned portion of the retainer.

All trust deposits we receive from you, including retainers, will be placed in a trust account for your benefit. By court rule in each jurisdiction in which Ballard Spahr has an office, your deposit will be placed in a pooled account unless you request otherwise or we judge it appropriate to establish a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. Interest earned on any segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

11. **CLIENT RESPONSIBILITIES.** You agree to pay our invoices for services and expenses in a timely manner as provided in paragraph nine, above. In addition, you will be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we are able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

12. **CONFLICTS OF INTEREST.** Ballard Spahr represents many other companies and individuals. It is possible that present or future clients of Ballard Spahr will have disputes or transactions with you. For example, although we represent a bank in litigation, we may concurrently have clients whom we represent in connection with obtaining a loan from the same bank. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not *substantially related* to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

You will provide Ballard Spahr with a list of entities within your corporate or immediate personal family. If you affiliate with, acquire, or are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that



such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of Ballard Spahr to represent the new entity.

You have agreed that our representation of you in the matter described in the engagement letter does not create an attorney-client relationship between Ballard Spahr and other entities in your personal or corporate family. Accordingly, our representation of you in the matter identified in the engagement letter will not give rise to any conflict of interest in the event other clients of Ballard Spahr are adverse to members of your personal or corporate family.

SERVICES AGREEMENT
Lobbying and Public Relations

This Agreement, entered into this 9th day of April, 2009, by and between the City of Prescott, a municipal corporation of Arizona ("Prescott"), the Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley") (collectively, the "Communities"), and Policy Impact Communications, Inc., a corporation of the District of Columbia ("Firm");

WITNESSETH:

WHEREAS, the Communities have heretofore entered into an Intergovernmental Agreement dated December 7, 2004 ("IGA") with regard to the Big Chino Sub-basin Project ("Project"); and

WHEREAS, the IGA provides that one of the parties may contract for services subject to proportionate reimbursement by the other party; and

WHEREAS, in furtherance of the Project the Communities determined that they jointly need professional services for lobbying and public relations; and

WHEREAS, notwithstanding Section 16 of the Prescott Procurement Code which allows for the direct award of a contract for personal services where justified due to the particular expertise of the professional consultant, the Communities determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, notwithstanding the provision in Prescott Valley Town Code Section 3-04-080 which permits the Town to secure professional services without formal bidding, the Communities determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, representatives of the Communities reviewed Statements of Qualifications submitted by qualified companies or firms, conducted interviews of certain of those companies or firms and determined that Mitch Menlove (associated at the time with Greenberg Traurig LLP) has unique expertise and knowledge of lobbying and public relations (either directly through in-house personnel or through subcontracts) needed to represent the Communities in furtherance of the Project; and

WHEREAS, said representatives of the Communities recommended to their respective governing boards that the Communities enter into a Services Agreement with the Greenberg Traurig for lobbying and public relations services in furtherance of the Project; and

WHEREAS, the Prescott Valley Town Council first approved an Agreement with

Greenberg Traurig on May 8, 2008; and

WHEREAS, Greenberg Traurig subsequently entered into a separate agreement with Policy Development Group to provide more detailed and extensive public relations services in furtherance of the Project; and

WHEREAS, on October 9, 2008, the Prescott Valley Town Council approved an Amended Agreement with Greenberg Traurig providing for additional compensation towards those more extensive services; and

WHEREAS, Greenberg Traurig has now given the Communities notice that Mitch Menlove is leaving Greenberg Traurig to join Policy Impact Communications, Inc. ("Firm") and to open an Arizona office for the Firm; and

WHEREAS, the Communities desire now to enter into a corresponding agreement with the Firm for lobbying and public relations services managed by Mitch Menlove;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. SCOPE OF REPRESENTATION

The Firm shall provide the following services to the Communities:

A. Representation of the Communities at the Arizona Legislature (as a registered lobbyist with the Secretary of State's Office) with regard to the Project.

(1) The lobbying services broadly include all those that a professional lobbyist would reasonably provide during and after each Legislative session with and among Legislators, Legislative staff, other lobbyists and representatives of various interest groups in order to reasonably assist the Communities in successfully completing the Project. This specifically includes (but is not limited to) timely identifying, reporting on, and preventing, legislation which is harmful to the Project, and promoting (with the approval of representatives of the Communities) legislation which is helpful to the Project.

(2) Although regular consultation with designated representatives of the Communities is an important part of the lobbying services provided, independent and timely action is also an important aspect of the lobbying services requested herein.

B. Representation of the Communities with members of Arizona's Congressional delegation with regard to the Project.

C. Public relations services for the Communities with regard to the Project.

(1) These services may be provided with in-house personnel.

(2) These services may also include subcontracting with an appropriate firm, group or company as directed by Community representatives.

(3) The public relations services broadly include those that a professional, public relations specialist would reasonably provide through mass media outlets to effectively publicize and support the Project. This specifically includes (but is not limited to) preparing responses to articles, editorials, letters, reports, press releases, stories, opinions, interviews, etc. in electronic, print, audio and video forums that are critical of the Project (or the Communities in regard to the Project). It also includes development and implementation of positive campaigns in favor of the Project (or the Communities in regard to the Project).

(4) The services shall be based on close consultation with designated representatives of the Communities and, in particular, shall be closely coordinated with in-house public relations personnel from Prescott and Prescott Valley. Nevertheless, an important aspect of the services is the independent development of informational pieces and coordinated campaigns to further the Project. Paramount, however, is the accuracy and timeliness of the services provided for the Communities to further the Project.

2. TERM AND TERMINATION

The initial term of this Agreement shall be from the date first-above written through June 30, 2009. Thereafter, the Agreement shall automatically renew for additional 1 year periods unless sooner terminated by Prescott, Prescott Valley, or the Firm upon written notice as set forth in Section 4 below. Notwithstanding the foregoing, if any party wishes to terminate the Agreement either with or without cause, the Agreement may be terminated *by either of the Communities or the Firm upon five (5) days written notice.*

3. CONFLICT AND CANCELLATION

This Amended Agreement may be cancelled due to a conflict as set forth in ARS §38-511.

4. NOTICE

Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

Prescott: Gary D. Kidd, Esq.
City Attorney
P.O. Box 2059
Prescott, AZ 86302

Prescott Valley: Ivan Legler, Esq.
Town Attorney
7501 E. Civic Circle
Prescott Valley, AZ 86314

Firm: Mitch Menlove
Senior Vice President
Policy Impact Communications, Inc.
1401 K Street, NW
Suite 600
Washington, D.C. 20005

5. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and among the parties that the Firm and its officers, employees and any subcontractors is/are (an) independent contractor(s) and, as such, shall not be considered Prescott or Prescott Valley employees, and is/are not entitled to payment or compensation from either or to any fringe benefits to which either Prescott or Prescott Valley employees may be entitled. As an independent contractor, the Firm further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Firm further agrees that it will conduct the services hereunder in a manner consistent with such status, and that neither it nor its officers, employees, or any subcontractors will hold itself/themselves out nor claim to be officers or employees of Prescott or Prescott Valley by reason thereof. The Firm further agrees that it will not make any claims, demands or applications to or for any right or privilege applicable to any officer or employee of Prescott or Prescott Valley, including (but not limited to) worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. NONASSIGNABILITY

This Agreement is non-assignable by the Firm. Provided, however, that nothing herein shall be construed to limit the assignment of matters relative to this Agreement to other employees, staff, and/or subcontractors associated with the Firm.

7. COMPENSATION AND BILLING

A. Prescott Valley shall pay to the Firm a flat fee of \$12,000.00 per month for

the lobbying and public relations services outlined in Section 1 herein, exclusive of expenses and costs for which the Firm is reimbursed. Provided, however, that Prescott Valley shall promptly and in good faith consider the Firm's request to exceed the foregoing limitation in the event that the nature and complexity of the lobbying and public relations services provided by the Firm are likely to cause the limitation to be exceeded. Prescott Valley shall, in turn, bill Prescott for Prescott's share of said expenses in accordance with the IGA.

B. The Firm shall bill Prescott Valley monthly through the office of the Town Attorney for the services provided under this Agreement during the billing period. Prescott Valley shall pay such billings within thirty (30) days of the date of receipt.

C. All expenses and costs shall be clearly identified in billings and Prescott Valley shall not be billed for "miscellaneous," "other," or any unidentified expenses or costs. UTBMS Expense Codes (E100) may be used to supplement or in lieu of narrative descriptions of expenses and costs. Expenses and costs shall be billed in the actual amount incurred or out-of-pocket by the Firm without any additional charges. Travel expenditures within Maricopa County and Yavapai County are included in the compensation. Approval for travel outside Maricopa or Yavapai County or the State of Arizona shall be obtained from the Town Attorney prior to departure from such counties or the State.

8. INTERPRETATION OF AMBIGUITIES

This Agreement is the result of negotiations by and among the parties, and any ambiguity in this Agreement shall not be construed against any party.

9. GOVERNING LAWS

This Agreement shall be construed under the laws of the State of Arizona and in conformity with and governed by local laws, rules and regulations of Prescott and Prescott Valley. It shall be considered entered into and within the jurisdiction of Yavapai County.

10. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Communities and the Firm, and supersedes all prior negotiations, representations, or agreements (written or oral). This Agreement may be amended only by written instrument signed by both Communities and the Firm. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein. Provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. SEVERABILITY AND WAIVER

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by any party of any provisions, term, condition, or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.

12. MODIFICATION

No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

13. DISCRIMINATION

In performing its obligations under this Agreement, the Firm will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Firm will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Governor's Executive Order 99-4.

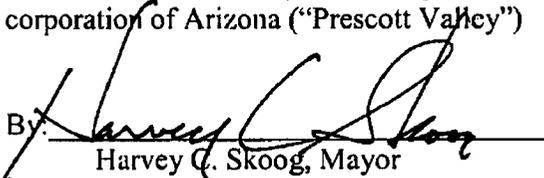
14. INDEMNIFICATION

The Firm shall indemnify, defend and hold harmless the Communities, their officers, agents and employees, for, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Firm's own employees, or damage to property occasioned by a negligent act, omission or failure of the Firm.

15. INSURANCE

The Firm shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name Prescott and Prescott Valley as additional named insureds and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to Prescott Valley. Certificates of coverage as required by this section shall be delivered to the Prescott Valley Town Clerk within fifteen (15) days of execution of this Agreement.

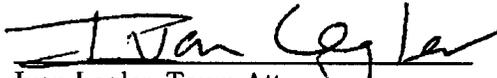
Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley")

By: 
Harvey C. Skoog, Mayor

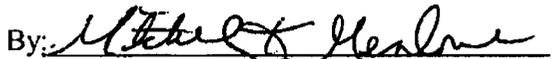
ATTEST:


Diane Russell, Town Clerk

APPROVED AS TO FORM:


Ivan Legler, Town Attorney

Policy Impact Communications, Inc., a corporation of the District of Columbia ("Firm")

By: 
Mitch Menlove, Senior Vice President

AMENDED SERVICES AGREEMENT
Lobbying and Public Relations

This Amended Agreement, entered into this 9th day of October, 2008, by and between the City of Prescott, a municipal corporation of Arizona ("Prescott"), the Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley") (collectively, the "Communities"), and Greenberg Traurig, LLP, a limited liability partnership of the State of Arizona ("Firm");

WITNESSETH:

WHEREAS, the Communities have heretofore entered into an Intergovernmental Agreement dated December 7, 2004 ("IGA") with regard to the Big Chino Sub-basin Project ("Project"); and

WHEREAS, the IGA provides that one of the parties may contract for services subject to proportionate reimbursement by the other party; and

WHEREAS, in furtherance of the Project the Communities determined that they jointly need professional services for lobbying and public relations; and

WHEREAS, notwithstanding Section 16 of the Prescott Procurement Code which allows for the direct award of a contract for personal services where justified due to the particular expertise of the professional consultant, the Communities determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, notwithstanding the provision in Prescott Valley Town Code Section 3-04-080 which permits the Town to secure professional services without formal bidding, the Communities determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, representatives of the Communities reviewed Statements of Qualifications submitted by qualified companies or firms, conducted interviews of certain of those companies or firms and determined that the Firm has unique expertise and knowledge of lobbying and public relations (either directly through in-house personnel or through subcontracts) needed to represent the Communities in furtherance of the Project; and

WHEREAS, said representatives of the Communities recommended to their respective governing boards that the Communities enter into a Services Agreement with the Firm for lobbying and public relations services in furtherance of the Project; and

WHEREAS, the Prescott Valley Town Council first approved an Agreement with the Firm on May 8, 2008; and

WHEREAS, the Firm has subsequently entered into a separate agreement with

Policy Development Group to provide more detailed and extensive public relations services in furtherance of the Project; and

WHEREAS, the Communities have determined that the Prescott Valley Town Council shall approve an Amended Agreement with the Firm providing for additional compensation towards those more extensive services;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

I. SCOPE OF REPRESENTATION

The Firm shall provide the following services to the Communities:

A. Representation of the Communities at the Arizona Legislature (as a registered lobbyist with the Secretary of State's Office) with regard to the Project.

(1) The lobbying services broadly include all those that a professional lobbyist would reasonably provide during and after each Legislative session with and among Legislators, Legislative staff, other lobbyists and representatives of various interest groups in order to reasonably assist the Communities in successfully completing the Project. This specifically includes (but is not limited to) timely identifying, reporting on, and preventing, legislation which is harmful to the Project, and promoting (with the approval of representatives of the Communities) legislation which is helpful to the Project.

(2) Lobbying services may also include contacts with members of Arizona's Congressional delegation when necessary.

(3) Although regular consultation with designated representatives of the Communities is an important part of the lobbying services provided, independent and timely action is also an important aspect of the lobbying services requested herein.

B. Public relations services for the Communities with regard to the Project.

(1) These services may be provided with in-house personnel.

(2) These services will also include subcontracting with Policy Development Group.

(3) The public relations services broadly include those that a professional, public relations specialist would reasonably provide through

mass media outlets to effectively publicize and support the Project. This specifically includes (but is not limited to) preparing responses to articles, editorials, letters, reports, press releases, stories, opinions, interviews, etc. in electronic, print, audio and video forums that are critical of the Project (or the Communities in regard to the Project). It also includes development and implementation of positive campaigns in favor of the Project (or the Communities in regard to the Project).

(4) The services shall be based on close consultation with designated representatives of the Communities and, in particular, shall be closely coordinated with in-house public relations personnel from Prescott and Prescott Valley. Nevertheless, an important aspect of the services is the independent development of informational pieces and coordinated campaigns to further the Project. Paramount, however, is the accuracy and timeliness of the services provided for the Communities to further the Project.

2. TERM AND TERMINATION

The initial term of this Amended Agreement shall be approximately one (1) year commencing on September 22nd, 2008, through August 30, 2009. Thereafter, the Amended Agreement shall automatically renew for additional 1 year periods unless sooner terminated by Prescott, Prescott Valley, or the Firm upon written notice as set forth in Section 4 below. Notwithstanding the foregoing, if any party wishes to terminate the Amended Agreement either with or without cause, the Amended Agreement may be terminated *by either of the Communities or the Firm upon five (5) days written notice.*

3. CONFLICT AND CANCELLATION

This Amended Agreement may be cancelled due to a conflict as set forth in ARS §38-511.

4. NOTICE

Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

Prescott: Gary D. Kidd, Esq.
City Attorney
P.O. Box 2059
Prescott, AZ 86302

Prescott Valley: Ivan Legler, Esq.
Town Attorney
7501 E. Civic Circle
Prescott Valley, AZ 86314

Firm: Mitch Menlove
Greenberg Traurig, LLP
2375 East Camelback Road, Ste 700
Phoenix, AZ 85016

5. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and among the parties that the Firm and its officers, employees and any subcontractors is/are (an) independent contractor(s) and, as such, shall not be considered Prescott or Prescott Valley employees, and is/are not entitled to payment or compensation from either or to any fringe benefits to which either Prescott or Prescott Valley employees may be entitled. As an independent contractor, the Firm further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Amended Agreement. As an independent contractor, the Firm further agrees that it will conduct the services hereunder in a manner consistent with such status, and that neither it nor its officers, employees, or any subcontractors will hold itself/themselves out nor claim to be officers or employees of Prescott or Prescott Valley by reason thereof. The Firm further agrees that it will not make any claims, demands or applications to or for any right or privilege applicable to any officer or employee of Prescott or Prescott Valley, including (but not limited to) worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. NONASSIGNABILITY

This Amended Agreement is non-assignable by the Firm. Provided, however, that nothing herein shall be construed to limit the assignment of matters relative to this Amended Agreement to other employees, staff, and/or subcontractors associated with the Firm.

7. COMPENSATION AND BILLING

A. Prescott Valley shall pay to the Firm a flat fee of \$12,000.00 per month for the lobbying and public relations services outlined in Section 1 herein not to exceed the sum of \$144,000.00 annually, exclusive of expenses and costs for which the Firm is reimbursed, for the initial term of this Amended Agreement. Provided, however, that Prescott Valley shall promptly and in good faith consider the Firm's request to exceed the foregoing limitation in the event that the nature and complexity of the lobbying and public relations services provided by the Firm are likely to cause the limitation to be exceeded. Prescott Valley shall, in turn, bill Prescott for Prescott's share of said expenses in accordance with the IGA.

B. Firm shall bill Prescott Valley monthly through the office of the Town Attorney for the services provided under this Amended Agreement during the billing

period. Prescott Valley shall pay such billings within thirty (30) days of the date of receipt.

C. All expenses and costs shall be clearly identified in billings and Prescott Valley shall not be billed for "miscellaneous," "other," or any unidentified expenses or costs. UTBMS Expense Codes (E100) may be used to supplement or in lieu of narrative descriptions of expenses and costs. Expenses and costs shall be billed in the actual amount incurred or out-of-pocket by the Firm without any additional charges. Travel expenditures within Maricopa County and Yavapai County are included in the compensation. Approval for travel outside Maricopa or Yavapai County or the State of Arizona shall be obtained from the Town Attorney prior to departure from such counties or the State.

D. Any remaining balance of the total \$144,000.00 retainer specified in this Section 7, Paragraph A may be applied to the next fiscal year's retainer amount. In each ensuing fiscal year throughout the effective term of this Amended Agreement, Prescott Valley shall, during its annual budget process, evaluate anticipated lobbyist and public relations services needed within the scope of this Amended Agreement, budget subject to annual Prescott Valley budget requirements, and delineate such amounts in the Legal Department budget.

8. INTERPRETATION OF AMBIGUITIES

This Amended Agreement is the result of negotiations by and among the parties, and any ambiguity in this Amended Agreement shall not be construed against any party.

9. GOVERNING LAWS

This Amended Agreement shall be construed under the laws of the State of Arizona and in conformity with and governed by local laws, rules and regulations of Prescott and Prescott Valley. It shall be considered entered into and within the jurisdiction of Yavapai County.

10. ENTIRE AGREEMENT

This Amended Agreement represents the entire and integrated agreement between the Communities and the Firm, and supersedes all prior negotiations, representations, or agreements (written or oral). This Amended Agreement may be amended only by written instrument signed by both Communities and the Firm. Written and signed amendments shall automatically become part of the Amended Agreement, and shall supersede any inconsistent provision therein. Provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. SEVERABILITY AND WAIVER

In the event any provision of this Amended Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by any party of any provisions, term, condition, or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.

12. MODIFICATION

No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Amended Agreement, and none of the provisions of this Amended Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

13. DISCRIMINATION

In performing its obligations under this Amended Agreement, the Firm will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Firm will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Governor's Executive Order 99-4.

14. INDEMNIFICATION

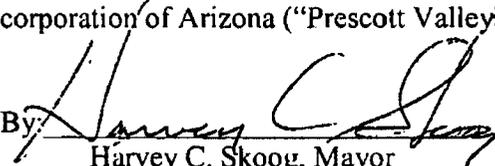
The Firm shall indemnify, defend and hold harmless the Communities, their officers, agents and employees, for, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Firm's own employees, or damage to property occasioned by a negligent act, omission or failure of the Firm.

15. INSURANCE

The Firm shall secure and maintain in force throughout the duration of this Amended Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name Prescott and Prescott Valley as additional named insureds and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to Prescott Valley. Certificates of coverage as required by this section shall be delivered to the Prescott Valley Town Clerk within fifteen (15) days of execution of this Amended Agreement.

Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley")

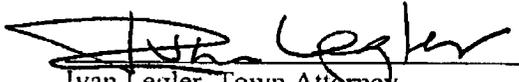
By:


Harvey C. Skoog, Mayor

ATTEST:


Diane Russell, Town Clerk

APPROVED AS TO FORM:


Ivan Legler, Town Attorney

Greenberg Traurig, LLP, a limited liability partnership of the State of Arizona ("Firm")

By:



SERVICES AGREEMENT
Lobbying and Public Relations

This Agreement, entered into this 8th day of May, 2008, by and between the City of Prescott, a municipal corporation of Arizona ("Prescott"), the Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley") (collectively, the "Communities"), and Greenberg Traurig, LLP, a limited liability partnership of the State of Arizona ("Firm");

WITNESSETH:

WHEREAS, the Communities have heretofore entered into an Intergovernmental Agreement dated December 7, 2004 ("IGA") with regard to the Big Chino Sub-basin Project ("Project"); and

WHEREAS, the IGA provides that one of the parties may contract for services subject to proportionate reimbursement by the other party; and

WHEREAS, in furtherance of the Project the Communities have determined that they jointly need professional services for lobbying and public relations; and

WHEREAS, notwithstanding Section 16 of the Prescott Procurement Code which allows for the direct award of a contract for personal services where justified due to the particular expertise of the professional consultant, the Communities have determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, notwithstanding the provision in Prescott Valley Town Code Section 3-04-080 which permits the Town to secure professional services without formal bidding, the Communities have determined to pursue a limited Request for Qualifications procedure for these services; and

WHEREAS, representatives of the Communities have reviewed Statements of Qualifications submitted by qualified companies or firms, conducted interviews of certain of those companies or firms and determined that the Firm has unique expertise and knowledge of lobbying and public relations (either directly through in-house personnel or through subcontracts) needed to represent the Communities in furtherance of the Project; and

WHEREAS, said representatives of the Communities have recommended to their respective governing boards that the Communities enter into a Services Agreement with the Firm for lobbying and public relations services in furtherance of the Project;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. SCOPE OF REPRESENTATION

The Firm shall provide the following services to the Communities:

A. Representation of the Communities at the Arizona Legislature (as a registered lobbyist with the Secretary of State's Office) with regard to the Project.

(1) The lobbying services broadly include all those that a professional lobbyist would reasonably provide during and after each Legislative session with and among Legislators, Legislative staff, other lobbyists and representatives of various interest groups in order to reasonably assist the Communities in successfully completing the Project. This specifically includes (but is not limited to) timely identifying, reporting on, and preventing, legislation which is harmful to the Project, and promoting (with the approval of representatives of the Communities) legislation which is helpful to the Project.

(2) Lobbying services may also include contacts with members of Arizona's Congressional delegation when necessary.

(3) Although regular consultation with designated representatives of the Communities is an important part of the lobbying services provided, independent and timely action is also an important aspect of the lobbying services requested herein.

B. Public relations services for the Communities with regard to the Project.

(1) These services may be provided with in-house personnel or through subcontracts.

(2) The public relations services broadly include those that a professional, public relations specialist would reasonably provide through mass media outlets to effectively publicize and support the Project. This specifically includes (but is not limited to) preparing responses to articles, editorials, letters, reports, press releases, stories, opinions, interviews, etc. in electronic, print, audio and video forums that are critical of the Project (or the Communities in regard to the Project). It also includes development and implementation of positive campaigns in favor of the Project (or the Communities in regard to the Project).

(3) The services shall be based on close consultation with designated representatives of the Communities and, in particular, shall be closely coordinated with in-house public relations personnel from Prescott and Prescott Valley. Nevertheless, an important aspect of the services is the independent development of informational pieces and coordinated campaigns to further the Project. Paramount, however, is the accuracy and

timeliness of the services provided for the Communities to further the Project.

2. TERM AND TERMINATION

The initial term of this Agreement shall be approximately one (1) year commencing on May 8th, 2008, through June 30, 2009. Thereafter, the Agreement shall automatically renew for additional 1 year periods unless sooner terminated by Prescott, Prescott Valley, or the Firm upon written notice as set forth in Section 4 below. Notwithstanding the foregoing, if any party wishes to terminate the Agreement either with or without cause, the Agreement may be terminated *by either of the Communities or the Firm upon five (5) days written notice.*

3. CONFLICT AND CANCELLATION

This Agreement may be cancelled due to a conflict as set forth in ARS §38-511.

4. NOTICE

Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

Prescott: Gary D. Kidd, Esq.
City Attorney
P.O. Box 2059
Prescott, AZ 86302

Prescott Valley: Ivan Legler, Esq.
Town Attorney
7501 E. Civic Circle
Prescott Valley, AZ 86314

Firm: Mitch Menlove
Greenberg Traurig, LLP
2375 East Camelback Road, Ste 700
Phoenix, AZ 85016

5. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and among the parties that the Firm and its officers, employees and any subcontractors is/are (an) independent contractor(s) and, as such, shall not be considered Prescott or Prescott Valley employees, and is/are not entitled to payment or compensation from either or to any fringe benefits to which either Prescott or Prescott Valley employees may be entitled. As an independent contractor, the Firm further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any

governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Firm further agrees that it will conduct the services hereunder in a manner consistent with such status, and that neither it nor its officers, employees, or any subcontractors will hold itself/themselves out nor claim to be officers or employees of Prescott or Prescott Valley by reason thereof. The Firm further agrees that it will not make any claims, demands or applications to or for any right or privilege applicable to any officer or employee of Prescott or Prescott Valley, including (but not limited to) worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. NONASSIGNABILITY

This Agreement is non-assignable by the Firm. Provided, however, that nothing herein shall be construed to limit the assignment of matters relative to this Agreement to other employees, staff, and/or subcontractors associated with the Firm.

7. COMPENSATION AND BILLING

A. Prescott Valley shall pay to the Firm a flat fee of \$8,333.33 per month for the lobbying and public relations services outlined in Section 1 herein not to exceed the sum of \$100,000 annually, exclusive of expenses and costs for which the Firm is reimbursed, for the initial term of this Agreement. Provided, however, that Prescott Valley shall promptly and in good faith consider the Firm's request to exceed the foregoing limitation in the event that the nature and complexity of the lobbying and public relations services provided by the Firm are likely to cause the limitation to be exceeded. Prescott Valley shall, in turn, bill Prescott for Prescott's share of said expenses in accordance with the IGA.

B. Firm shall bill Prescott Valley monthly through the office of the Town Attorney for the services provided under this Agreement during the billing period. Prescott Valley shall pay such billings within thirty (30) days of the date of receipt.

C. All expenses and costs shall be clearly identified in billings and Prescott Valley shall not be billed for "miscellaneous," "other," or any unidentified expenses or costs. UTBMS Expense Codes (E100) may be used to supplement or in lieu of narrative descriptions of expenses and costs. Expenses and costs shall be billed in the actual amount incurred or out-of-pocket by the Firm without any additional charges. Travel expenditures within Maricopa County and Yavapai County are included in the compensation. Approval for travel outside Maricopa or Yavapai County or the State of Arizona shall be obtained from the Town Attorney prior to departure from such counties or the State.

D. Any remaining balance of the total \$100,000 retainer specified in this Section 7, Paragraph A may be applied to the next fiscal year's retainer amount. In each ensuing fiscal year throughout the effective term of this Agreement, Prescott Valley shall, during its annual budget process, evaluate anticipated lobbyist and public relations

services needed within the scope of this Agreement, budget subject to annual Prescott Valley budget requirements, and delineate such amounts in the Legal Department budget.

8. INTERPRETATION OF AMBIGUITIES

This Agreement is the result of negotiations by and among the parties, and any ambiguity in this Agreement shall not be construed against any party.

9. GOVERNING LAWS

This Agreement shall be construed under the laws of the State of Arizona and in conformity with and governed by local laws, rules and regulations of Prescott and Prescott Valley. It shall be considered entered into and within the jurisdiction of Yavapai County.

10. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the Communities and the Firm, and supersedes all prior negotiations, representations, or agreements (written or oral). This Agreement may be amended only by written instrument signed by both Communities and the Firm. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein. Provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. SEVERABILITY AND WAIVER

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by any party of any provisions, term, condition, or covenant shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.

12. MODIFICATION

No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

13. DISCRIMINATION

In performing its obligations under this Agreement, the Firm will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the

selection and retention of subcontractors, including procurement of materials and leases of equipment. The Firm will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Governor's Executive Order 99-4.

14. INDEMNIFICATION

The Firm shall indemnify, defend and hold harmless the Communities, their officers, agents and employees, for, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to the Firm's own employees, or damage to property occasioned by a negligent act, omission or failure of the Firm.

15. INSURANCE

The Firm shall secure and maintain in force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Said general liability policy shall name Prescott and Prescott Valley as additional named insureds and shall include a provision prohibiting cancellation of said policy except upon 30 days prior written notice to Prescott Valley. Certificates of coverage as required by this section shall be delivered to the Prescott Valley Town Clerk within fifteen (15) days of execution of this Agreement.

Town of Prescott Valley, a municipal corporation of Arizona ("Prescott Valley")

By Harvey C. Skoog
Harvey C. Skoog, Mayor

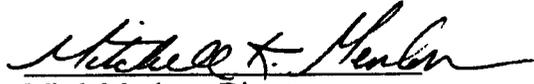
ATTEST:

Diane Russell
Diane Russell, Town Clerk

APPROVED AS TO FORM:

Ivan Legler
Ivan Legler, Town Attorney

Greenberg Traurig, LLP
of the State of Arizona

A handwritten signature in black ink, appearing to read "Mitchell K. Menlove". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Mitch Menlove, Director



INVOICE

Invoice Number:
916

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

Invoice Date:
5/26/10

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O CRAIG MCCONNELL
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 86-0358435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		6/25/10	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp.-1/1-3/31/10	39,439.03	39,439.03		
			Total Due:		\$39,439.03

Please detach and send this stub with remittance

Invoice Number: 916 Invoice Date: 5/26/10 Due Date: 6/25/10

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$39,439.03

H196

Water Ranch Billing
January 1, 2010 - March 31, 2010

Check Date	Check No.	Vendor	Amount
01/14/10	248889	SRP	\$ 66.00
01/14/10	248911	WestWeb Services	179.95
01/28/10	249058	Policy Impact Strategic Communications, Inc.	12,000.00
02/04/10	249181	WestWeb Services	179.95
02/11/10	249238	Kim Hannan, RPR, RMR	1,285.00
02/18/10	249345	Perkins Coie Brown & Bain	4,211.70
02/18/10	249345	Perkins Coie Brown & Bain	3,786.66
02/18/10	249346	Policy Impact Strategic Communications, Inc.	12,000.00
02/25/10	249464	WestWeb Services	179.95
03/11/10	249667	Perkins Coie Brown & Bain	578.20
03/11/10	249670	Policy Impact Strategic Communications, Inc.	132.21
03/25/10	249857	Perkins Coie Brown & Bain	17,020.43
03/25/10	249857	Perkins Coie Brown & Bain	6,561.00
03/25/10	249860	Policy Impact Strategic Communications, Inc.	12,000.00
03/25/10	249880	WestWeb Services	179.95
04/01/10	249948	Perkins Coie Brown & Bain	1,458.00
N/A	N/A	Telephone/Postage/Other	1,081.24
			<hr/> 72,900.24
		City of Prescott (54.1%)	39,439.03
		Total Invoice to City of Prescott	<hr/> <hr/> \$ 39,439.03

PKCOJ



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

RECEIVED

December 16, 2009

DEC 17 2009

*OK to pay
CMA
FPO # 22278* LEGAL DEPT.

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

On December 10, 2009, Kenneth Sundlof of Jennings, Strouss & Salmon, PLC forwarded to you copies of lobbying expenses as requested in your November 13, 2009 request to SRP.

The copy charges for these documents are **\$66.00** (264 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
12/20/2009	10901

Bill To
 Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA # 22304
 FPO #*

Terms	Net 10 days
Due Date	01/01/2010

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for January, 2010	79.95	79.95
	Monthly website maintenance	50.00	100.00

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3			
Domain Name 4		Pd on Acct	\$0.00
Domain Name 5			
Domain Name 6		Balance	\$179.95

Thank you for your business.	Customer Acct Balance	\$179.95
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Policy Impact Strategic Communications, Inc.
1401 K Street, NW
Suite 600
Washington, DC 20005

Invoice

Date	Invoice No.
01/04/10	5096

Bill To:
TOWN OF PRESCOTT VALLEY
Attn: Ivan Legle
7501 E. Civic Circle
Prescott Valley, Arizona 86314

*OK to pay
Comp # 14178
Reg. # 12149
PO.*

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (January 2010)	12,000.00	12,000.00

Total \$12,000.00



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
01/20/2010	10931

Bill To

Town of Prescott Valley
Colleen Auer
7501 E Civic Circle
Prescott Valley AZ 86314

*OK to pay
CMA
FPO # 22500*

Terms	Net 10 days
Due Date	02/01/2010

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for February, 2010	79.95	79.95
	Monthly website maintenance	50.00	100.00

FEB 01 2010

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3			
Domain Name 4		Pd on Acct	\$0.00
Domain Name 5			
Domain Name 6		Balance	\$179.95

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
--	------------------------------	----------

December 29, 2009

To: COLLEEN AUER
Assistant Town Attorney
Town of Prescott Valley
7501 East Civic Circule
Prescott Valley, AZ 86314

*OK to pay
CMA
Pg # 14198
PO # 12160*

From: Kim J. Hannan, RPR, RMR
10037 North 58th Place
Scottsdale, Az. 85254

Job # 100509-B

FEB 04 2010

In Re the General Adjudication of all Rights to Use Water in the Gila River System and Source.

Transcript of Proceedings held 10/5/09, 1 Copy; \$2.50/pg. 212 Pages, \$ 530.00

In Re the General Adjudication of all Rights to Use Water in the Gila River System and Source.

Transcript of Proceedings held 10/6/09, 1 Copy; \$2.50/pg. 216 Pages, \$ 540.00

In Re the General Adjudication of all Rights to Use Water in the Gila River System and Source.

Transcript of Proceedings held 10/7/09, 1 Copy; \$2.50/pg. 78 Pages, \$ 195.00

Shipping Charges: \$20.00

TOTAL: \$1285.00

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.
 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

January 26, 2010

*OK to pay
CMA
Rec # 14202
70 # 12167*

Invoice 4110301

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 12/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$3,866.50
Disbursements and Other Charges	\$345.20
TOTAL DUE THIS INVOICE	\$4,211.70

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
12/01/09	D. Barr	2.00	Exchange emails with C. Auer; conference with E. Kruschek regarding response to motion to dismiss; prepare for order to show cause hearing;
12/01/09	E. Kruschek	0.50	Review and revise letter to P. Sigl regarding public records requests;
12/01/09	E. Kruschek	0.20	Finalize response to motion to dismiss;
12/02/09	D. Barr	1.00	Attend order to show cause hearing before Judge McMurdie; conference with C. Auer;
12/03/09	D. Barr	0.10	Read order from court; forward same to C. Auer;
12/09/09	P. Eckstein	0.50	Read SRP summary judgment papers and conference with D. Barr regarding same;
12/09/09	E. Kruschek	0.40	Review SRP's motion for summary judgment and statement of facts;
12/10/09	D. Barr	0.70	Telephone conference with C. Auer; C. Cornell and E. Kruschek regarding response to SRP summary judgement motion;
12/10/09	E. Kruschek	0.50	Legal research regarding promptness under public records law;
12/10/09	E. Kruschek	1.30	Draft response to motion for summary judgment;
12/10/09	E. Kruschek	0.50	Telephone conference with D. Barr, C. Auer and C. Cornell regarding response to motion for summary judgment;
12/11/09	E. Kruschek	1.10	Review and revise demand letter to P. Sigl;
12/21/09	D. Barr	0.40	Conference with E. Kruschek regarding response to SRP summary judgment motion;
12/21/09	E. Kruschek	1.80	Draft response to summary judgment motion; conference with D. Barr regarding same;
12/22/09	E. Kruschek	1.10	Draft response to summary judgment motion;
12/29/09	E. Kruschek	0.20	Review response to statement of facts;

Total For Services \$3,866.50

Disbursements and Other Charges

Messenger charges	269.20
Computer research	76.00

Disbursement and Other Charges Total \$345.20

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3089
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 81-0591208

ACCOUNT NUMBER: 60838-0003

January 26, 2010

*OK to pay
CMA
Reg # 14203
PO # 12168*

Invoice 4110292

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 12/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$3,785.50
Disbursements and Other Charges	\$1.16
TOTAL DUE THIS INVOICE	\$3,786.66

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
12/08/09	P. Eckstein	0.20	Review email and notice regarding judicial review of ADWR decision;
12/09/09	P. Eckstein	0.40	Read Beverly plaintiffs' complaint for judicial review of administrative decision;
12/21/09	P. Eckstein	5.00	Review the plaintiffs' motions for summary judgment and R. Maguire's draft replies thereto and telephone conference with R. Maguire regarding same; review and comment on R. Maguire's second draft replies;
12/22/09	P. Eckstein	0.50	Telephone conference with R. Maguire regarding suggested changes to draft replies in support of motion for summary judgment;
12/31/09	P. Eckstein	0.60	Review pleadings received regarding request for judicial review;

Total For Services \$3,785.50

Disbursements and Other Charges

Photocopying and printing expenses	0.60
Long distance telephone charges	0.56

Disbursement and Other Charges Total \$1.16

Total This Invoice \$3,786.66

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	6.70	565.00	3,785.50
Total	6.70	565.00	\$3,785.50

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
02/01/10	5153

Bill To:
TOWN OF PRESCOTT VALLEY
Attn: Ivan Legle
7501 E. Civic Circle
Prescott Valley, Arizona 86314

*OK to pay
 CMA #14201
 Reg. # 12174
 PO*

RECEIVED
FEB - 3 2010
LEGAL DEPT.

FEB 11 2010

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (February 2010)	12,000.00	12,000.00
		Total	\$12,000.00



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
02/20/2010	10970

Bill To:

Town of Prescott Valley
Colleen Auer
750 E Civic Circle
Prescott Valley AZ 86314

*OK to pay
CMA
PO# 22675*

Terms	Net 10 days
Due Date	03/01/2010

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for March, 2010	79.95	79.95
	Monthly website maintenance	50.00	100.00

VERIFIED

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$179.95
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
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Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

February 19, 2010

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMAA
 FPO # 22793*
 Invoice 4129157

INVOICE

FOR SERVICES THROUGH 01/31/10, IN CONNECTION WITH THE FOLLOWING:

	Total Services	\$575.00	
	Disbursements and Other Charges	\$3.20	
	TOTAL DUE THIS INVOICE	\$578.20	
 Big Chino Valley Water Transfer			
<u>Date</u>	<u>Attorney/Assistant</u>	<u>Hours</u>	<u>Description of Services</u>
01/27/10	P. Eckstein	1.00	Read plaintiff's reply in response to cross motion for summary judgment; telephone conference with R. Maguire;
			Total For Services
			\$575.00

Disbursements and Other Charges

Photocopying and printing expenses		3.20
	Disbursement and Other Charges Total	\$3.20
	Total This Invoice	\$578.20

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	1.00	575.00	575.00
Total	1.00	575.00	\$575.00

PFE

This invoice is for current charges only.
Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:
 Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 4129157

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

RECEIVED

Invoice

MAR - 3 2010

Date	Invoice No.
03/01/10	5214

LEGAL DEPT.

*OK to pay
 CMA
 FPO # 22792*

Bill To:
 TOWN OF PRESCOTT VALLEY
 Attn: Ivan Logle
 7501 E. Civic Circle
 Prescott Valley, Arizona 86314

P.O. Number

Item	Description	Rate	Amount
Reimb Group	Total Reimbursable Expenses	35.10	35.10
Reimb Group	Travel Expenses (round trip to/from Prescott for Video Footage)	97.11	97.11

Total \$132.21

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

February 19, 2010

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMAA #14286
 Reg # 12233*

Invoice 4129161

INVOICE

FOR SERVICES THROUGH 01/31/10, IN CONNECTION WITH THE FOLLOWING:

Total Services \$16,500.00
 Disbursements and Other Charges \$520.43
TOTAL DUE THIS INVOICE \$17,020.43

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
12/08/09	D. Barr	1.20	Initial review of SRP's answer and motion for summary judgment;
12/09/09	D. Barr	1.40	Draft notices of appearance for C. Auer; exchange emails with C. Auer regarding response to SRP's motion for summary judgment; continue review of SRP's motion;
12/11/09	D. Barr	1.80	Exchange emails with C. Auer; read letter from K. Sundloff to C. Auer; telephone conference with Ms. Auer regarding same; review and revise letter from E. Kruschek to P. Sigl; conference with E. Kruschek and C. Auer regarding same;
12/14/09	D. Barr	0.50	Review and revise letter from C. Auer to K. Sundloff; exchange emails with Ms. Auer regarding same;
12/15/09	D. Barr	0.60	Read SRP's reply in support of its motion to dismiss the City of Prescott; read email from C. Auer;
12/16/09	D. Barr	0.40	Read and respond to emails from C. Auer regarding analysis of SRP's production of auditors letters;
12/17/09	D. Barr	0.60	Exchange emails with C. Auer and C. Cornell;
01/04/10	D. Barr	1.40	Conference call with C. Auer; conference with E. Kruschek regarding response to SRP's motion for summary judgment, exchange emails with C. Auer;
01/04/10	E. Kruschek	2.90	Review and revise response to statement of facts and response to summary judgment motion; conferences with D. Barr and C. Auer regarding same;
01/05/10	D. Barr	0.90	Review and revise draft of response to summary judgment motion and draft letter to P. Sigl;
01/05/10	E. Kruschek	6.60	Draft cross motion for summary judgment and response to defendants' motion for summary judgment; draft response to statement of facts and statement of facts in support of cross motion for summary judgment; conference with D. Barr regarding same;
01/06/10	D. Barr	1.00	Read email from C. Auer and C. Cornell; read new draft of summary judgment motion; conference with E. Kruschek regarding same;
01/06/10	G. Smidt	0.30	Conference with E. Kruschek regarding cite check; run west check on summary judgment response;
01/06/10	E. Kruschek	5.90	Review and revise cross motion for summary judgment and response to defendants' motion for summary judgment; draft statement of facts and response to statement of facts; telephone conference with C. Cornell regarding same; draft declaration of C. Cornell in support of

Disbursements and Other Charges

Photocopying and printing expenses	58.30
Messenger charges	56.00
Long distance telephone charges	3.00
Computer research	403.13

Disbursement and Other Charges Total \$520.43

Total This Invoice \$17,020.43

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	28.20	357.86	10,009.62
E. Kruschek	25.10	227.35	5,706.44
G. Sridt	4.90	160.00	783.94
Total	58.20	283.51	\$16,500.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 4129161

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3089
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (208) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

ACCOUNT NUMBER: 60838-0005.0001

February 19, 2010

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMA
 Reg. # 14287
 PO # 12234
 Invoice # 129168*

INVOICE

FOR SERVICES THROUGH 01/31/10, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$6,561.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$6,561.00

Special Action Regarding Hydrology Studies

Date	Attorney/Assistant	Hours	Description of Services
01/12/10	E. Kruschek	1.20	Review motion for summary judgment; conference with D. Barr and C. Auer regarding response to motion;
01/13/10	E. Kruschek	5.40	Legal research regarding scope of work product doctrine; draft response to motion for summary judgment;
01/14/10	E. Kruschek	1.80	Legal research regarding scope of work product doctrine;
01/19/10	E. Kruschek	1.30	Draft response to summary judgment motion and cross motion for summary judgment;
01/20/10	E. Kruschek	0.90	Review and revise supplement to cross motion for summary judgment;
01/25/10	E. Kruschek	0.50	Draft response to motion for summary judgment and cross motion for summary judgment;
01/27/10	E. Kruschek	3.80	Draft cross motion for summary judgment and response to summary judgment motion;
01/28/10	E. Kruschek	5.80	Draft response to summary judgment motion and cross motion for summary judgment; draft statement of facts for summary judgment motion;
01/29/10	E. Kruschek	3.60	Review and revise cross motion for summary judgment and statement of facts in support of cross motion;

Total For Services \$6,561.00

Total This Invoice \$6,561.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
E. Kruschek	24.30	270.00	6,561.00
Total	24.30	270.00	\$6,561.00

PFE

This invoice is for current charges only.

Outstanding Invoices from prior billing cycles will be summarized on a separate Statement of Account.

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
03/01/10	5213

Bill To:
TOWN OF PRESCOTT VALLEY
Attn: Ivan Legle
7501 E. Civic Circle
Prescott Valley, Arizona 86314

*OK to pay
 CMAA
 Leg. # 14285
 PO # 12232*

RECEIVED
 MAR - 3 2010
LEGAL DEPT.

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (March 2010)	12,000.00	12,000.00

Total	\$12,000.00
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WESTWEB SERVICES

5635 N Von Gausic Dr
Prescott, AZ 86305

Invoice

Date	Invoice #
03/20/2010	11012

Bill To

Town of Prescott Valley
Colleen Auer
7501 E Civic Circle
Prescott Valley AZ 86314

*Octopay
CMTA
FPO # 22887*

Terms	Net 10 days
Due Date	04/01/2010

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for April, 2010	79.95	79.95
	Monthly website maintenance	50.00	100.00

****Effective immediately, payments should be sent to:**

WestWeb Services
c/o Holdsworth & Company PC
Attn: Kathy Wolking
3031 Dollar Mark Way Ste C
Prescott AZ 86305

(Cash, Check or Money Orders only please)

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$179.95
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
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Perkins Coie Brown & Bain

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CENTRALIZED ACCOUNTING DEPARTMENT
1201 THIRD AVENUE, 40TH FLOOR
SEATTLE, WASHINGTON 98101-3099
MAIN TELEPHONE NUMBER: (206) 359-8000
ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
TAX I.D. NUMBER: 91-0591208

ACCOUNT NUMBER: 60838-0005.0001

March 12, 2010

O.K. to pay
CMAA # 14325
Reg. # 12270
PO

Invoice 4145409

Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 02/28/10, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$1,458.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$1,458.00

Special Action Regarding Hydrology Studies

Date	Attorney/Assistant	Hours	Description of Services	
02/01/10	E. Kruschek	1.00	Review and revise cross motion for summary judgment and supporting statement of facts;	
02/02/10	E. Kruschek	2.80	Review and revise cross motion for summary judgment and supporting statement of facts; conference with D. Barr and C. Auer regarding same;	
02/03/10	E. Kruschek	1.60	Finalize cross motion for summary judgment and statement of facts; conference with D. Barr, C. Auer and G. Kidd regarding same;	
			Total For Services	\$1,458.00
			Total This Invoice	\$1,458.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
E. Kruschek	5.40	270.00	1,458.00
Total	5.40	270.00	\$1,458.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
US Bank
Bank ABA # 125000105
Account # 1 535 5592 1235
Please reference your Perkins Coie Account No. 60838, Invoice 4145409

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
PERKINS COIE AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)



INVOICE

Invoice Number:
871

Town of Prescott Valley
ATTN: Accounts Receivable
7501 E. Civic Circle
Prescott Valley, AZ 86314
928-759-3008

Invoice Date:
2/10/10

To: CITY OF PRESCOTT-PUBLIC WORKS
C/O CRAIG MCCONNELL
201 S CORTEZ
PRESCOTT, AZ 86303

Federal ID Number 86-0358435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		3/12/10	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp10/15/09-1/14/10	42,055.30	42,055.30		
			Total Due:		\$42,055.30

Please detach and send this stub with remittance

Invoice Number: 871 Invoice Date: 2/10/10 Due Date: 3/12/10

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
ATTN: ACCOUNTS RECEIVABLE
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$42,055.30

Water Ranch Billing

October 1, 2009 - December 31, 2009

Check Date	Check No.	Vendor	Amount
10/15/09	247729	SRP	\$ 530.25
10/22/09	247831	Policy Impact Strategic Communications, Inc.	12,000.00
10/29/09	247946	SRP	447.33
10/29/09	247960	WestWeb Services	179.95
11/19/09	248217	Perkins Coie Brown & Bain	1,532.00
11/19/09	248217	Perkins Coie Brown & Bain	7,439.87
11/19/09	248230	SRP	89.50
11/25/09	248312	Policy Impact Strategic Communications, Inc.	12,000.00
11/25/09	248334	WestWeb Services	179.95
12/17/09	248555	Perkins Coie Brown & Bain	4,873.05
12/17/09	248555	Perkins Coie Brown & Bain	4,377.82
12/17/09	248572	SRP	571.00
12/17/09	248572	SRP	74.50
12/17/09	248572	SRP	293.00
12/23/09	248640	Policy Impact Strategic Communications, Inc.	12,000.00
12/23/09	248640	Policy Impact Strategic Communications, Inc.	1,025.26
01/14/10	248875	Perkins Coie Brown & Bain	4,478.00
01/14/10	248875	Perkins Coie Brown & Bain	2,714.00
01/14/10	248875	Perkins Coie Brown & Bain	11,287.43
N/A	N/A	Telephone/Postage/Other	1,643.32
			<u>77,736.23</u>
		City of Prescott (54.1%)	42,055.30
		Total Invoice to City of Prescott	<u>\$ 42,055.30</u>



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

September 30, 2009

RECEIVED

OCT 2 2009

LEGAL DEPT.

*ok to pay
CMAA
\$70 # 21659*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box of documents.

The copy charges for these documents are **\$530.25** (2,006 black & white copies @ \$.25 each; 30 color copies @ \$.75 each; and 5 oversize color copies @ \$1.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

2009-10-02

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
10/01/09	4960

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

*OK to pay
 CMAA
 Reg # 13978
 PO # 11974*

RECEIVED
 OCT 5 2009
LEGAL DEPT.

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (October 2009)	12,000.00	12,000.00



Total	\$12,000.00
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P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

October 20, 2009

RECEIVED

OCT 23 2009

LEGAL DEPT.

OK to pay
CMA
FPo# 21782

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box of documents.

The copy charges for these documents are **\$447.33** (1,352 black & white copies @ \$.25 each; 83 color copies @ \$.75 each; 9 color maps @ \$45.58; and 2 oversize copies @ \$.75 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott





WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
10/20/2009	10801

*OK to pay
CMAA
FPO # 21784*

Bill To

Town of Prescott Valley
Colleen Auer
7501 E Civic Circle
Prescott Valley AZ 86314

Terms	Net 10 days
Due Date	11/01/2009

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for November, 2009	79.95	79.95
	Monthly website maintenance	50.00	100.00



Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$179.95
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
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Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 358-3143 • CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

October 22, 2009

*Ok to pay
CMA
Reg # 14031
PO # 012016*

Invoice 4064278

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 09/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$1,525.50
Disbursements and Other Charges	\$6.50
TOTAL DUE THIS INVOICE	\$1,532.00

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
09/01/09	P. Eckstein	1.00	Participate in conference call on the case being transferred to Judge Ballinger;
09/29/09	P. Eckstein	0.20	Telephone conference with M. Pearson;
09/30/09	P. Eckstein	1.50	Read petition for review papers filed by ADWR and Yavapai Apache's opposition to ADWR's expedited motion for consideration and telephone conference with M. Pearce regarding same; participate in telephonic hearing before Justice Ryan on ADWR's motion for expedited consideration of petition for review;

NOV 1 2 2009

Total For Services \$1,525.50

Disbursements and Other Charges

Photocopying and printing expenses 6.50

Disbursement and Other Charges Total

\$6.50

Total This Invoice

\$1,532.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	2.70	565.00	1,525.50
Total	2.70	565.00	\$1,525.50

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
US Bank
Bank ABA # 125000105
Account # 1 535 5592 1235
Please reference your Perkins Coie Account No. 60838, Invoice 4064278

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

Perkins Coie
US Bank
Bank ABA # 125000105
Account # 1 535 5592 1235
Please reference your Perkins Coie Account No. 60838, Invoice 4064278

Perkins Coie Brown & Bain

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CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLDR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

October 22, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMA # 14032
 Reg. #
 PO 012018*

Invoice 4064461

INVOICE

FOR SERVICES THROUGH 09/30/09, IN CONNECTION WITH THE FOLLOWING:

NOV 12 2009

Total Services	\$7,432.00
Disbursements and Other Charges	\$7.87
TOTAL DUE THIS INVOICE	\$7,439.87

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
09/01/09	D. Barr	0.40	Read email and attached letter from C. Auer; telephone conference with Ms. Auer;
09/10/09	D. Barr	1.10	Read SRP's response to motion for attorneys fees; read email from C. Auer;
09/11/09	D. Barr	3.50	Begin drafting reply in support of award of attorneys' fees; send email to C. Auer; legal research regarding same;
09/11/09	P. Eckstein	0.60	Read SRP's response to plaintiffs' motion for attorneys fees and related emails;
09/14/09	D. Barr	1.30	Work on reply in support of attorneys fees; exchange emails with C. Auer;
09/15/09	D. Barr	1.80	Telephone conference with C. Auer regarding public records issues; read email and attachment from Ms. Auer; continue to work on reply in support of fees;
09/17/09	D. Barr	2.50	Review email from C. Cornell comparing SRP's audit letter summaries with its actual audit letters; continue to work on reply in support of award of attorneys' fees;
09/18/09	D. Barr	1.70	Continue to work on reply in support of attorneys' fees; exchange emails regarding same with C. Auer;
09/22/09	D. Barr	2.80	Draft demand letter to SRP; send draft of same to C. Auer; exchange emails with C. Auer regarding same; send letter to SRP;
09/22/09	D. Barr	0.50	Final edits to reply brief; attention to filing same;
09/28/09	D. Barr	0.50	Conference call with C. Auer and I. Legler regarding court's denial of attorneys' fees;
09/29/09	D. Barr	1.20	Read C. Auer's public records demand to SRP; read letter from P. Sigl at SRP; draft email C. Auer;

Total For Services \$7,432.00

Disbursements and Other Charges

Photocopying and printing expenses 7.87

Disbursement and Other Charges Total \$7.87

Total This Invoice

\$7,439.87

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	17.30	410.00	7,093.00
P. Eckstein	0.60	565.00	339.00
Total	17.90	415.20	\$7,432.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 4064461

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

October 30, 2009

*OK to pay
CMA
FPO# 21879*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box of documents.

The copy charges for these documents are **\$89.50** (358 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

NOV 09 2009

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
11/02/09	5005

*OK to pay
 CMA
 Reg. # 14094
 PO # 12029*

RECEIVED
 NOV - 9 2009
LEGAL DEPT.

Bill To: TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314
--

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (November 2009)	12,000.00	12,000.00

11/10/09

Total	\$12,000.00
--------------	--------------------



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
11/20/2009	10846

Bill To

Town of Prescott Valley
College Auer
750 E. Civic Circle
Prescott Valley AZ 86314

*Ok to pay
CMA #
FPO # 21983*

Terms	Net 10 days
Due Date	12/01/2009

Description	Rate	Amount
Monthly Hosting Fee for December, 2009	79.95	79.95
Monthly website maintenance	50.00	100.00

NGV 12/31/09

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$179.95
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
--	------------------------------	----------

Perkins Coie Brown & Bain

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CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

November 23, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMA
 Reg. # 14087
 20 # 12065*
 Invoice # 1076204

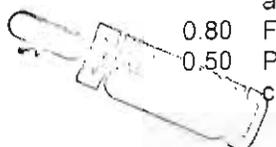
INVOICE

FOR SERVICES THROUGH 10/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$4,481.00
Disbursements and Other Charges	\$392.05
TOTAL DUE THIS INVOICE	\$4,873.05

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
10/07/09	P. Eckstein	3.70	Read R. Maguire's draft summary judgment papers in preparation for meeting with R. Maguire and M. Pearce and meeting with them to review summary judgment papers;
10/08/09	A. Gerlicher	0.10	Telephone conference with P. Eckstein regarding research for motion for summary judgment regarding 555(E);
10/12/09	A. Gerlicher	4.10	Research and draft memorandum regarding Harrison Act and Illinois law prohibiting special laws;
10/13/09	P. Eckstein	0.40	Review and forward A. Gerlicher's memorandum on Harrison Act and Illinois Constitutional prohibition on special laws;
10/13/09	A. Gerlicher	1.30	Research, revise, and cite check memorandum regarding Harrison Act and Illinois Constitution;
10/15/09	P. Eckstein	0.80	Final review of summary judgment papers;
10/19/09	P. Eckstein	0.50	Participate in status conference call with Judge Oberbillig; telephone conference with R. Maguire and M. Pearce after status conference;



10/23/09

Total For Services \$4,481.00

Disbursements and Other Charges

Photocopying and printing expenses	2.80
Long distance telephone charges	14.99
Computer research	374.26

Disbursement and Other Charges Total \$392.05

Total This Invoice \$4,873.05

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	5.40	565.00	3,051.00

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

Perkins Coie Brown & Bain

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CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

*OK to pay
 CMA
 Reg # 14088
 PO # 12066*

ACCOUNT NUMBER: 60838-0005

November 23, 2009

Invoice 4076225

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 10/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$4,346.00
Disbursements and Other Charges	\$31.82
TOTAL DUE THIS INVOICE	\$4,377.82

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
10/01/09	D. Barr	0.40	Telephone conference with C. Auer;
10/08/09	D. Barr	0.20	Exchange emails with C. Auer;
10/12/09	D. Barr	3.40	Exchange emails to SRP's September 29 letter; draft letter to P. Sigl at SRP; exchange emails with C. Auer regarding same;
10/13/09	D. Barr	0.80	Edit and send letter to P. Sigl; send email to C. Auer regarding same;
10/21/09	D. Barr	0.20	Read email from P. Sigl; exchange emails with C. Auer;
10/23/09	D. Barr	0.70	Respond to email from P. Sigl; exchange emails with C. Auer;
10/27/09	D. Barr	1.50	Draft complaint regarding auditor letters;
10/28/09	D. Barr	1.30	work on complaint for special action; exchange emails with C. Auer regarding same;
10/29/09	D. Barr	1.20	Exchange emails with C. Auer; revise draft of complaint;
10/30/09	D. Barr	0.90	Read letter from P. Sigl; telephone conference with C. Auer;

Total For Services \$4,346.00

Disbursements and Other Charges

Photocopying and printing expenses	0.90
Messenger charges	28.00
Long distance telephone charges	2.92

Disbursement and Other Charges Total \$31.82

Total This Invoice \$4,377.82

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	10.60	410.00	4,346.00
Total	10.60	410.00	\$4,346.00



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

December 7, 2009

*OK to pay
CMA
FPO # 22112*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley
INVOICE FOR COPY CHARGES

Dear Colleen:

By letter dated December 7, 2009, Patrick Sigl forwarded documents responsive to your September 1, 2009 request for audit letters.

The copy charges for these documents are **\$571.00** (2,284 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

December 9, 2009

*OK to pay
CMA
PPA #
22113*

RECEIVED
DEC 10 2009
LEGAL DEPT.

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box of documents.

The copy charges for these documents are **\$74.50** (295 black & white copies @ \$.25 each and 1 11x17 copy @ \$.75). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

December 3, 2009

RECEIVED

DEC 7 - 2009

LEGAL DEPT.

*OK to phy
CMA
FPO #
22115*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box of documents.

The copy charges for these documents are **\$293.00** (1,172 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
12/01/09	5054

Bill To: TOWN OF PRESCOTT VALLEY Attn: Ivan Logle 7501 E. Civic Circle Prescott Valley, Arizona 86314
--

*Ok to pay
 CMA
 Reg # 14108
 PO # 12088*

RECEIVED
 DEC 7-2009
 LEGAL DEPT.

			P.O. Number
Item	Description	Rate	Amount
Retainer	Consulting Services (December 2009)	12,000.00	12,000.00
		Total	\$12,000.00

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

RECEIVED

DEC 7 - 2009

LEGAL DEPT.

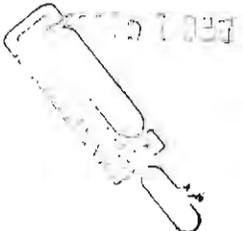
Date	Invoice No.
11/30/09	5053

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

*OK to pay
 CMA
 Reg # 14007
 PO # 12084*

P.O. Number

Item	Description	Rate	Amount
Reimb Group	Travel ICO T. Corder 09/08/09	105.38	105.38
Reimb Group	Travel ICO C.M. Herbert 9/22/09	188.54	188.54
Reimb Group	Travel ICO A. Jacobs 9/8/09	45.09	45.09
Reimb Group	Design, Layout, Printing and Shipping of "SRP Wants Our Water" Flyer	686.25	686.25
Total			\$1,025.26



Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

December 14, 2009

*OK to pay
CMAA
Reg. # 14152
PO # 12128*

Invoice 4096580

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 11/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$4,463.50
Disbursements and Other Charges	\$14.50
TOTAL DUE THIS INVOICE	\$4,478.00

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
11/03/09	P. Eckstein	2.50	Telephone conference with M. Pearce; read motions and cross motions for summary judgment on claims 2, 3 and 5 and replies thereto; read findings of fact, conclusions of law and recommendation filed by T. Shedden on October 29;
11/05/09	P. Eckstein	2.00	Attendance at oral argument on cross motions for summary judgment for counts 2, 3 and 5; participation in team meeting after oral argument;
11/24/09	P. Eckstein	0.40	Review and comment on M. Pearce's draft of proposed form of judgment and suggest adding notice of lodging proposed form of judgment;
11/29/09	P. Eckstein	3.00	Read Decision and Order of Director of ADWR in Docket No. 08A-AWS001-DWR; read memoranda filed by ADWR, SRP, the Fort McDowell-Yavapi Nation and the Center for Biological Diversity of whether ARS Sec. 45-555E violates Article 4, part 2, section 19 of the Arizona Constitution;

Total For Services \$4,463.50

Disbursements and Other Charges

Photocopying and printing expenses	3.25
Local travel expense	11.25

Disbursement and Other Charges Total \$14.50

Total This Invoice \$4,478.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	7.90	565.00	4,463.50
Total	7.90	565.00	\$4,463.50

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005.0001

December 14, 2009

Invoice 4096629

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*ok to pay
 EMT Reg. # 14154
 # 12129
 20.*

INVOICE

FOR SERVICES THROUGH 11/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$2,714.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$2,714.00

Special Action Regarding Hydrology Studies

Date	Attorney/Assistant	Hours	Description of Services
11/04/09	D. Barr	2.40	Conference with E. Kruschek regarding work product arguments made by SRP to withhold hydrology documents; preparation for meeting with Ms. Auer;
11/12/09	D. Barr	1.80	Exchange emails with C. Auer; revise draft of Complaint for special action regarding hydrology records; read email from E. Kruschek regarding same; review C. Auer edits to complaint;
11/17/09	D. Barr	0.90	Review final version of complaint regarding claimed work product documents; telephone conference with C. Auer; review draft of press release and respond to Ms. Auer regarding same;
11/20/09	D. Barr	1.40	Exchange emails with F. Monseca, reporter for A.P.; exchange emails with C. Auer regarding Court signing and scheduling OSC; conference with E. Kruschek regarding SRP's response to three letters dated November 10;
11/24/09	E. Kruschek	0.20	Telephone conference with C. Auer regarding potential amendments to hydrology reports special action; report to D. Barr regarding same;

Total For Services	\$2,714.00
Total This Invoice	\$2,714.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	6.50	410.00	2,665.00
E. Kruschek	0.20	245.00	49.00
Total	6.70	405.07	\$2,714.00

PFE

This invoice is for current charges only.
Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

Perkins Coie Brown & Bain

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CENTRALIZED ACCOUNTING DEPARTMENT
1201 THIRD AVENUE, 40TH FLOOR
SEATTLE, WASHINGTON 98101-3099
MAIN TELEPHONE NUMBER: (206) 359-8000
ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

December 14, 2009

Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

*OK to pay
CMA
Pay # 14153
PO # 12130*

Invoice 4096597

INVOICE

FOR SERVICES THROUGH 11/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$11,096.00
Disbursements and Other Charges	\$477.43
SUB-TOTAL DUE THIS INVOICE	\$11,573.43
Less Payment On Account	(\$286.00)CR
TOTAL DUE THIS INVOICE	\$11,287.43

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
11/02/09	D. Barr	0.80	Read letter from P. Sigl; conference regarding same with E. Kruschek and legal research regarding work product issue;
11/02/09	E. Kruschek	5.20	Legal research regarding work product doctrine and attorney-client privilege; review correspondence regarding SRP's assertion of work product and other privileges;
11/03/09	D. Barr	2.30	Draft complaint for special action;
11/03/09	D. Barr	0.30	Exchange emails with C. Auer;
11/04/09	D. Barr	1.70	Exchange emails with C. Auer; continue to draft complaint for special action; email draft to Ms. Auer and attention to filing complaint;
11/04/09	E. Kruschek	2.60	Review complaint for special action; review correspondence and memoranda regarding status of public records requests; legal research regarding work product; conference with D. Barr regarding same;
11/05/09	D. Barr	1.50	Conference with C. Auer, E. Kruschek and C. Cornell regarding public records issues with SRP; send email to C. Auer regarding assignment of judge;
11/05/09	E. Kruschek	2.00	Prepare for and attend conference with C. Auer, C. Cornell and D. Barr regarding strategy for public records requests and litigation;
11/05/09	E. Kruschek	0.40	Review previous public records requests;
11/09/09	E. Kruschek	4.70	Review documentation and status of public records requests and follow up requests; draft notes regarding same;
11/10/09	D. Barr	0.20	Read email from C. Auer;
11/11/09	E. Kruschek	0.20	Review public records requests and draft email to C. Auer and C. Cornell regarding same;
11/12/09	D. Barr	0.70	Review and edit draft of demand letter to SRP regarding September 18 public records requests; conference with E. Kruschek regarding same;
11/12/09	E. Kruschek	0.20	Review complaint for special action;
11/12/09	E. Kruschek	0.60	Draft demand letter to SRP for September 18, 2009 public records request and report to D. Barr regarding same;
11/13/09	D. Barr	0.20	Read email from C. Auer regarding public records request to SRP regarding expenditures by R. Smolden;
11/13/09	D. Barr	0.40	Read final version of demand letters for 9/18, 10/3 and 10/18 requests; conference with E. Kruschek regarding same;
11/13/09	E. Kruschek	0.30	Review and revise demand letter for September 18 public records

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

Date	Attorney/Assistant	Hours	Description of Services
			request;
11/13/09	E. Kruschek	0.20	Draft demand letter for October 26 public records request;
11/13/09	E. Kruschek	0.20	Draft demand letter for October 2 public records request;
11/13/09	E. Kruschek	0.40	Review status of public records requests; report to C. Auer and C. Cornell regarding same;
11/16/09	D. Barr	2.30	Amend complaint regarding auditor letters and attend to filing and service of same; telephone conference with C. Auer regarding final review of complaint regarding alleged work product material attention to filing of same;
11/17/09	D. Barr	0.20	Review order from Judge McMurdie; telephone conference with C. Auer;
11/17/09	E. Kruschek	0.10	Telephone conference with C. Auer regarding public records requests and special actions;
11/18/09	D. Barr	0.10	Read email from C. Auer;
11/23/09	D. Barr	0.50	Exchange emails with C. Auer and E. Kruschek;
11/23/09	E. Kruschek	2.10	Draft letter to P. Sigl regarding continued deficiencies in public records responses;
11/24/09	P. Eckstein	0.20	Read Judge McMurdie's order of November 20 re order to show cause hearing on December 2 and arrange for transmission to clients;
11/24/09	E. Kruschek	0.30	Draft letter to P. Sigl regarding continued deficiencies in public records responses;
11/25/09	E. Kruschek	1.20	Draft letter to P. Sigl regarding continued deficiencies in public records response;
11/30/09	D. Barr	0.60	Review and revise draft of demand letter to SRP; conference with E. Kruschek regarding same;
11/30/09	D. Barr	2.20	Read SRP's motion to dismiss; telephone conference with C. Auer; exchange multiple emails with C. Auer and T. Lloyd; draft declaration of T. Lloyd; review revisions of T. Lloyd and C. Auer to same; draft response to motion to dismiss; prepare for OSC hearing;
11/30/09	E. Kruschek	0.70	Draft letter to P. Sigl regarding continued deficiencies in public records responses; review public records requests;

Total For Services \$11,096.00

Disbursements and Other Charges

Photocopying and printing expenses	28.30
Messenger charges	48.00
Computer research	115.13
Filing fees	286.00

Disbursement and Other Charges Total \$477.43

SUB-TOTAL DUE THIS INVOICE \$11,573.43
Less Payment On Account (\$286.00)CR
Total This Invoice \$11,287.43

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	14.00	410.00	5,740.00
P. Eckstein	0.20	565.00	113.00
E. Kruschek	21.40	245.00	5,243.00
Total	35.60	311.69	\$11,096.00



INVOICE

Invoice Number:
847

Town of Prescott Valley
ATTN: Accounts Receivable
7501 E. Civic Circle
Prescott Valley, AZ 86314
928-759-3008

Invoice Date:
11/30/09

To: CITY OF PRESCOTT-PUBLIC WORKS
C/O JIM HOLT
201 S CORTEZ
PRESCOTT, AZ 86303

Federal ID Number 86-0356435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		12/30/09	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp. 7/1-10/8/09	28,435.05	28,435.05		
1.00	PRESCOTT'S SHARE-WATER RANCH-PERSONNEL COSTS	21,833.98	21,833.98		
		Total Due:		\$50,269.03	

Please detach and send this stub with remittance

Invoice Number: 847 Invoice Date: 11/30/09 Due Date: 12/30/09

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
ATTN: ACCOUNTS RECEIVABLE
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$50,269.03

#106

Water Ranch Billing
July 1, 2009 - September 30, 2009

Check Date	Check No.	Vendor	Amount
07/09/09	246277	WestWeb Services	\$ 600.00 ✓
07/30/09	246599	WestWeb Services	600.00 ✓
07/30/09	246575	Perkins Coie Brown & Bain	451.00 ✓
07/30/09	247113 246575	Perkins Coie Brown & Bain	730.61 ✓
08/13/09	246825	SRP	142.75 ✓
08/20/09	246926	Policy Impact Strategic Communications, Inc.	571.51 ✓
08/20/09	246939	SRP	280.50 ✓
08/27/09	247030	Policy Impact Strategic Communications, Inc.	12,000.00 ✓
08/27/09	247030	Policy Impact Strategic Communications, Inc.	12,000.00 ✓
08/27/09	247057	WestWeb Services	600.00 ✓
09/03/09	247113	Perkins Coie Brown & Bain	867.66 ✓
09/03/09	247113	Perkins Coie Brown & Bain	869.80 ✓
09/03/09	247115	Policy Impact Strategic Communications, Inc.	2,680.29 ✓
09/16/09	247307	Policy Impact Strategic Communications, Inc.	12,000.00 ✓
09/24/09	247457	SRP	240.35 ✓
10/01/09	247542	SRP	32.37 ✓
10/01/09	247542	SRP	269.20 ✓
10/01/09	247556	WestWeb Services	179.95 ✓
10/08/09	247631	Perkins Coie Brown & Bain	2,731.02 ✓
10/08/09	247631	Perkins Coie Brown & Bain	4,229.80 ✓
N/A	N/A	Telephone/Postage/Other	483.37
N/A	N/A	In-House Personnel Costs	40,358.55
			<u>92,918.73</u>
		City of Prescott (54.1%)	50,269.03
		Total Invoice to City of Prescott	<u>\$ 50,269.03</u>

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
6/20/2009	10608

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA
 FPO # 20792*

Terms	Net 30
Due Date	7/20/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

ENTERED
RECEIVED
 JUL 06 2009

Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$600.00
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$600.00
--	------------------------------	----------

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
7/20/2009	10651

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 check
 FPO # 21017*

Terms	Net 30
Due Date	8/19/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other Hosting	Monthly maintenance, PHP Programming, Email database, revisions & updates, design work	600.00	600.00

RECEIVED
 JUL 28 2009

Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$600.00
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$600.00
--	------------------------------	----------

Perkins Coie

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

July 20, 2009

*OK to pay
CMA # 31016
PFO*

Invoice 4008074

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 06/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$451.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$451.00

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
06/01/09	D. Barr	0.10	Read M. McGinnis' letter to Judge McMurdie;
06/11/09	D. Barr	0.10	Read email from C. Auer to P. Sigl;
06/19/09	D. Barr	0.20	Read emails from C. Auer;
06/29/09	D. Barr	0.70	Telephone conference with C. Auer; review emails from SRP to C. Auer; conference with P. Eckstein;

Total For Services \$451.00

Total This Invoice \$451.00

RECEIVED
 JUL 28 2009

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	1.10	410.00	451.00
Total	1.10	410.00	\$451.00

PFE

This invoice is for current charges only.
Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.
Late Charges Will Be Due If This Invoice Is Not Paid On Or Before AUGUST 19, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 4008074

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.
 PERKINS COIE LLP AND AFFILIATES

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

OK to pay
 OMA # 21302
 FPO Invoice 3990410

ACCOUNT NUMBER: 60838-0003

June 11, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 05/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$728.00
Disbursements and Other Charges	\$2.61
TOTAL DUE THIS INVOICE	\$730.61

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
05/18/09	A. Gerlicher	1.90	Review pending filings; draft notice of withdrawal for C. Blanchard;
05/20/09	A. Gerlicher	0.90	Review summary judgment filings;

Total For Services \$728.00

Disbursements and Other Charges

Photocopying and printing expenses	1.60
Special postage	1.01

Disbursement and Other Charges Total \$2.61

Total This Invoice \$730.61

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
A. Gerlicher	2.80	260.00	728.00
Total	2.80	260.00	\$728.00

PFE

This invoice is for current charges only.
Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:



Writer's Direct Line:
(602) 236-2850

P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

July 30, 2009

OK to pay
CMA
FPO #
21098

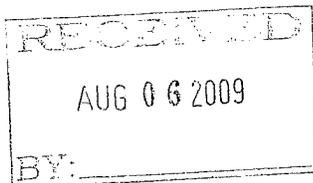
Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2009, consisting of one small box. These documents consist of the documents that were reviewed by Prescott on Friday, June 26, 2009.

The copy charges for these documents are **\$142.75** (557 black & white copies @ \$.25 each; 7 11 X 17 copies @ \$.50 each). Kindly forward payment for same to my attention.

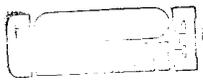


Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
07/31/09	4866

*OK to pay
 CMA
 PO # 21139*

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

P.O. Number

Item	Description	Rate	Amount
Reimb Group	Travel ICO A. Jacobs 6/01/09	119.87	119.87
Reimb Group	Travel ICO A. Jacobs 6/12/09	165.20	165.20
Reimb Group	Travel ICO M. Hebert 6/15-16/09	286.44	286.44



AUG 10 2009

AUG 19 2009

Total	\$571.51
-------	----------



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

August 6, 2009

RECEIVED

AUG 10 2009

LEGAL DEPT.

*OK to pay
credit
FPO #
21138*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2009, consisting of one box. These documents consist of the documents that were reviewed by Prescott on Friday, June 26, 2009 and Friday, July 10, 2009.

The copy charges for these documents are \$280.50 (999 black & white copies @ \$.25 each; 15 color copies @ \$.75 each; 39 11 X 17 copies @ \$.50 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services



Enclosures

- cc: (w/o enclosures)
- Gary Kidd, City Attorney
City of Prescott
- Ivan Legler, Town Attorney
Town of Prescott Valley
- Linda Ripley
City of Prescott
- Matt Podrechy
City of Prescott

AUG 13 2009

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
07/01/09	4821

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

*OK to pay
 CRMA
 Reg # 13868
 P.O. # ~~11876~~
 11876*

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (July 2009)	12,000.00	12,000.00
		Total	\$12,000.00

RECEIVED
 AUG 26 2009

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
08/01/09	4865

*OK to pay
 amt \$13859
 Reg # 11867
 PO*

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (August 2009)	12,000.00	12,000.00
<div style="text-align: center;"> </div>			
Total			\$12,000.00



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
08/20/2009	10694

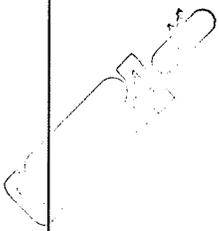
Bill To

Town of Prescott Valley
Colleen Auer
7501 E Civic Circle
Prescott Valley AZ 86314

*OK to pay
CMAA
PO # 21230*

Terms	Net 30
Due Date	09/19/2009

Service Date	Qty	Description	Rate	Amount
		Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00



RECEIVED
AUG 21 2009
BY: _____

AUG 21 2009

Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$600.00
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$600.00
--	------------------------------	----------

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

August 17, 2009

*OK to pay
 CHIA
 FPO# 21292*

Invoice 4027014

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 07/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$867.00
Disbursements and Other Charges	\$0.66
TOTAL DUE THIS INVOICE	\$867.66

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
07/16/09	A. Gerlicher	1.30	Review draft article; determine deadline and page limit;
07/17/09	P. Eckstein	0.20	Telephone conference with A. Gerlicher regarding length of law review article and related matters;
07/17/09	A. Gerlicher	1.60	Summarize impressions of law review article for P. Eckstein, discuss, and relay to C. Auer; telephone conference with C. Auer regarding revisions;

Total For Services \$867.00

Disbursements and Other Charges

Long distance telephone charges

REC
 AUG 28 2009
 BY

0.66

Disbursement and Other Charges Total \$0.66

Total This Invoice \$867.66

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	0.20	565.00	113.00
A. Gerlicher	2.90	260.00	754.00
Total	3.10	279.68	\$867.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

Payment is made by wire remittance, please direct to:



Perkins Coie

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

August 20, 2009

*OK to pay
CMA
FPO# 21293*

Invoice 4027110

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 07/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$866.50
Disbursements and Other Charges	\$3.30
TOTAL DUE THIS INVOICE	\$869.80

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
07/02/09	D. Barr	0.10	Read email from C. Auer;
07/07/09	D. Barr	0.30	Read email from I. Legler;
07/14/09	D. Barr	0.30	Read email and attachment from I. Legler;
07/15/09	D. Barr	0.30	Telephone conference with C. Auer;
07/15/09	P. Eckstein	0.30	Read Judge McMurdie's minute order and attention to forwarding it to the legal team;
07/16/09	D. Barr	0.70	Read Judge McMurdie's minute entry; conference with P. Eckstein and C. Auer regarding same;

Total For Services \$866.50

Disbursements and Other Charges

Long distance telephone charges 3.30

Disbursement and Other Charges Total \$3.30

Total This Invoice \$869.80

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	1.70	410.00	697.00
P. Eckstein	0.30	565.00	169.50
Total	2.00	433.25	\$866.50

PFE

This invoice is for current charges only.

***Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.
 Late Charges Will Be Due If This Invoice Is Not Paid On Or Before SEPTEMBER 19, 2009***

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.

AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.

PERKINS COIE LLP AND AFFILIATES

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
06/30/09	4822

*Ok to pay
 CMA
 Reg # 13893
 PO # 11892*

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

P.O. Number

Item	Description	Rate	Amount
Reimb Group	17 copies @ .10 each	1.70	1.70
Reimb Group	Parking 01/29/09	15.00	15.00
Reimb Group	Travel to ADWR Hearing	592.00	592.00
Reimb Group	Parking for Superior Court Hearing 4/29/09	4.00	4.00
Reimb Group	Big Chino Ranch Project Brochure	1,380.83	1,380.83
Reimb Group	Graphic Design/Layout Big Chino Ranch Brochure	500.00	500.00
Reimb Group	Conference Call 04/29/2009	61.79	61.79
Reimb Group	Travel ICO T. Corder 05/01/09	121.97	121.97
Reimb Group	Parking of Superior Court Hearing	3.00	3.00

AUG 28 2009

Total	\$2,680.29
--------------	-------------------

Policy Impact Strategic Communications, Inc.
1401 K Street, NW
Suite 600
Washington, DC 20005

Invoice

Date	Invoice No.
09/01/09	4902

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

*OK to pay
CMA
Reg. # 13902
PO # 11902*

RECEIVED
AUG 31 2009
LEGAL DEPT.

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services (September 2009)	12,000.00	12,000.00

RECEIVED
SEP 03 2009
BY:

RECEIVED
SEP 08 2009
BY:

Total	\$12,000.00
-------	-------------



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

September 14, 2009

RECEIVED

SEP 16 2009

LEGAL DEPT.

*OK to pay
CMA
FPO # 21487*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

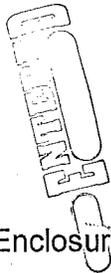
Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2009, consisting of one box.

The copy charges for these documents are **\$240.35** (813 black & white copies @ \$.25 each; 47 color copies @ \$.75 each; and 1 color map @ \$1.85). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services



Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

SEP 18 2009



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

September 23, 2009

RECEIVED

OK to pay
CMA-
FPO # 21545
SEP 24 2009
LEGAL DEPT.

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley, consisting of one box. These were the materials viewed by Prescott on September 11, 2009. The copy charges for these documents are \$32.37 (118 black & white copies @ \$.25 each; and 2 oversized color maps @ \$2.87). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

 Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

September 17, 2009

RECEIVED

SEP 22 2009

LEGAL DEPT.

*OK to pay
CMA
FPO # 21544*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

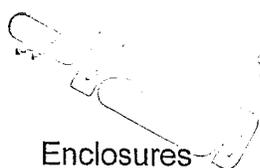
Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2009, consisting of 56 maps with supporting documentation. The copy charges for these maps are \$269.20. Kindly forward payment for same to my attention.

Rather than mailing the maps as we do with other documents, I will be hand-delivering the maps to whomever comes to view documents at SRP on Friday, September 18, 2009.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures 

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



WESTWEB SERVICES

2475 Short Spur Trail
Prescott, AZ 86305

Invoice

Date	Invoice #
09/20/2009	10749

*OK to pay
CMA
FPO# 21543*

Bill To

Town of Prescott Valley
Colleen Auer
7501 E Civic Circle
Prescott Valley AZ 86314

Terms	Net 10 days
Due Date	10/01/2009

Qty	Description	Rate	Amount
2	Monthly Hosting Fee for October, 2009	79.95	79.95
	Monthly website maintenance	50.00	100.00

SEP 28 10

Domain Name 1	protectingourwaterresources.co	Total	\$179.95
Domain Name 2			
Domain Name 3		Pd on Acct	\$0.00
Domain Name 4			
Domain Name 5		Balance	\$179.95
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$179.95
--	------------------------------	----------

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

September 21, 2009

*OK to pay
CMA
Reg # 13956
30 # 11954*

Invoice 4043637

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 08/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$2,728.00
Disbursements and Other Charges	\$3.02
TOTAL DUE THIS INVOICE	\$2,731.02

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
08/04/09	A. Gerlicher	0.30	Telephone conference with C. Auer regarding response to student note;
08/05/09	A. Gerlicher	0.60	Review note critique;
08/11/09	P. Eckstein	1.70	Read M. Pearson's draft of opening post hearing brief before AOAH;
08/11/09	A. Gerlicher	0.20	Email to C. Auer regarding note status;
8/12/09	P. Eckstein	0.40	Telephone conference with M. Pearson regarding comments on his draft of opening post hearing brief in AOAH;
08/17/09	A. Gerlicher	0.30	Leave voice mail message with C. Cornell; exchange email with G. Campbell and P. Eckstein regarding response;
08/24/09	A. Gerlicher	0.20	Telephone conference with C. Auer regarding submission to Arizona Law Review;
08/27/09	A. Gerlicher	0.20	Telephone conference with C. Auer regarding note critique;
08/28/09	P. Eckstein	0.20	Telephone conference with R. Maguire and M. Pearce;
08/30/09	P. Eckstein	1.70	Read and R. Maguire's draft of motion for partial summary judgment and statement of uncontested facts in support thereof;

Total For Services \$2,728.00

Disbursements and Other Charges

Photocopying and printing expenses	2.94
Long distance telephone charges	0.08

SEP 29 2009

Disbursement and Other Charges Total \$3.02

Total This Invoice \$2,731.02

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
Eckstein	4.00	565.00	2,260.00

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

Perkins Coie

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.

CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0005

September 21, 2009

*OK to pay
 CMA
 Reg # 13957
 PO # 11955*

Invoice 4043723

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 08/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$4,081.00
Disbursements and Other Charges	\$148.80
TOTAL DUE THIS INVOICE	\$4,229.80

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
08/04/09	D. Barr	0.10	Read email from C. Auer;
08/04/09	P. Eckstein	0.40	Telephone conference with C. Auer regarding strategy going forward;
08/10/09	D. Barr	1.10	Telephone conference with C. Auer and P. Eckstein; review defendants motion to dismiss and produced documents;
08/10/09	P. Eckstein	0.50	Read letter and SRP's request for dismissal of public records request with prejudice, each party to bear its own attorneys fees and costs and preparation of response and opposition thereto; participate in conference call with C. Auer and D. Barr regarding strategy going forward;
08/18/09	D. Barr	2.50	Read emails from C. Auer; start draft application for attorneys' fees and costs; exchange email with client regarding same;
08/20/09	D. Barr	1.10	Final edits to attorneys' fees application; attention to filing and service of same; telephone conference with C. Auer;
08/20/09	P. Eckstein	0.30	Review and revise D. Barr's draft of motion for attorney fees; conference with D. Barr regarding same;
08/24/09	D. Barr	0.10	Read email from C. Auer;
08/25/09	D. Barr	0.90	Exchange emails with C. Auer; telephone conference with C. Auer; review correspondence between C. Auer and SRP;
08/27/09	D. Barr	1.90	Draft and send email to C. Auer regarding follow up public records demand to SRP; exchange emails with C. Auer regarding same;
08/31/09	D. Barr	0.60	Exchange emails with C. Auer; read C. Auer emails to SRP;

Total For Services \$4,081.00

Disbursements and Other Charges

Photocopying and printing expenses	58.40
Messenger charges	78.00
Long distance telephone charges	3.11
Air express charge	9.29

Disbursement and Other Charges Total \$148.80

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.

AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.

PERKINS COIE LLP AND AFFILIATES

Total This Invoice

\$4,229.80

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	8.30	410.00	3,403.00
P. Eckstein	1.20	565.00	678.00
Total	9.50	429.58	\$4,081.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

Late Charges Will Be Due If This Invoice Is Not Paid On Or Before OCTOBER 21, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 4043723

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES



INVOICE

Invoice Number:
804

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

RECEIVED
 JUL 31 2009
 BY: _____

Invoice Date:
7/24/09

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O JIM HOLT
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 86-0356435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		8/24/09	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp. 4/1-6/30/09	56,440.51	56,440.51		
1.00	PRESCOTT'S SHARE-WATER RANCH-PERSONNEL COSTS	31,592.98	31,592.98		
				Total Due:	\$88,033.49

Please detach and send this stub with remittance

Invoice Number: 804 Invoice Date: 7/24/09 Due Date: 8/24/09

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$88,033.49

Water Ranch Billing

April 1, 2009 - June 30, 2009

Check Date	Check No.	Vendor	Amount
04/09/09	244766	SRP	\$ 551.19
04/09/09	244766	SRP	739.67
04/16/09	244829	Greenberg Traurig	12,000.00
04/16/09	244862	Perkins Coie Brown & Bain	7,853.00
04/16/09	244877	SRP	358.52
04/23/09	244980	SRP	822.28
04/23/09	244996	WestWeb Services	600.00
04/30/09	245062	Perkins Coie Brown & Bain	12,659.18
04/30/09	245078	SRP	1,067.56
04/30/09	245093	WestWeb Services	600.00
05/07/09	245160	SRP	642.50
05/14/09	245301	SRP	563.75
05/14/09	245301	SRP	751.75
05/21/09	245420	SRP	366.75
05/28/09	245456	Ballard Spahr Andrews & Ingersoll, LLP	2,007.84
05/28/09	245494	Perkins Coie Brown & Bain	2,115.00
05/28/09	245494	Perkins Coie Brown & Bain	7,628.88
05/28/09	245495	Policy Impact Strategic Communications, Inc.	12,000.00
05/28/09	245516	WestWeb Services	600.00
06/04/09	245602	Perkins Coie Brown & Bain	124.00
06/04/09	245621	SRP	453.25
06/04/09	245621	SRP	721.50
06/04/09	245621	SRP	500.50
06/04/09	245621	SRP	114.25
06/25/09	246028	Perkins Coie Brown & Bain	24,821.88
06/25/09	246029	Policy Impact Strategic Communications, Inc.	12,000.00
06/25/09	246051	SRP	510.75
07/09/09	246262	SRP	61.25
N/A	N/A	Telephone/Postage/Other	1,091.01
N/A	N/A	In-House Personnel Costs	58,397.39
			<u>162,723.65</u>
		City of Prescott (54.1%)	88,033.49
		Total Invoice to City of Prescott	<u>\$ 88,033.49</u>



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

March 17, 2009

RECEIVED
MAR 18 2009
LEGAL DEPT

Colleen Auer
Town of Prescott Valley
Legal Department
7501 E. Civic Circle
Prescott Valley, AZ 86314-2275

OK to pay
CMA
FPO #
198916

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$739.67**. Kindly forward payment for same to my attention.

We should have approximately 20 boxes ready for review by Friday, March 20. Please advise when you would like to come down.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

APR 03 2009

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

April 2, 2009

OK to pay
cost #
FPO #
19897

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

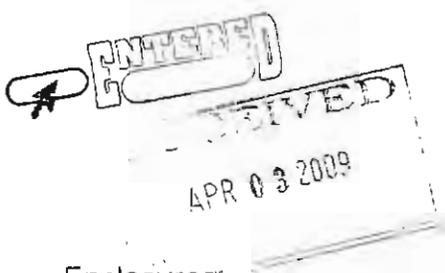
Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one large box.

The copy charges for these documents are **\$551.19**. Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services



Enclosures:

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

RECEIVED
MAR 26 2009
LEGAL DEPT

Invoice No. : 2375321
File No. : 058994.021000
Bill Date : March 25, 2009

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

OK to pay
CMA
13341
Reg #
DD 11408

INVOICE

Re: Government Lobbying
Consulting Services for March 2009

RECEIVED
APR 08 2009
BY: _____

Handwritten signature

Total Fees:	\$	12,000.00
Current Invoice:	\$	<u>12,000.00</u>
BY: _____ Previous Balance (see attached statement):	\$	12,000.00
Total Amount Due:	\$	<u>24,000.00</u>

MKM:LK
Tax ID: 13-3613083



Invoice No. : 2375321
File No. : 058994.021000

Account Statement

<u>Date</u>	<u>Invoice #</u>	<u>Fees Due</u>	<u>Expenses Due</u>	<u>Other Due</u>	<u>Total Due</u>
03/04/09	2355833	6,000.00	6,000.00	0.00	12,000.00
Totals:		\$ 6,000.00	\$ 6,000.00	\$ 0.00	\$ 12,000.00

Greenberg
Traurig
LLP
Attorneys at Law
2375 East Camelback Road
Suite 700
Phoenix, Arizona 85016
Tel 602.445.8000
Fax 602.445.8100
www.gtlaw.com

MKM:LK
Tax ID: 13-3613083

Perkins Coie

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

RECEIVED

MAR 30 2009

LEGAL DEPT

Invoice 3942040

ACCOUNT NUMBER 60838-0001

March 26, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 02/28/09, IN CONNECTION WITH THE FOLLOWING:

Total Services \$7,567.00
 Disbursements and Other Charges \$286.00
TOTAL DUE THIS INVOICE \$7,853.00

*OK to pay
 CMA #
 Reg 12343
 #
 1141*

General

Date	Attorney/Assistant	Hours	Description of Services
02/10/09	D. Barr	0.60	Exchange multiple emails with C. Auer regarding public records issues with SRP;
02/11/09	D. Barr	1.10	Telephone conference with C. Auer and G. Kidd regarding bringing public records special action against SRP; review emails between F. Beeson and C. Auer;
02/12/09	D. Barr	4.50	Read various emails regarding SRP's responses to public records request from J. Munderloah, C. Auer, M. Pearce, J. Legler and J. Holt; conference call with same; conference with C. Hammerle regarding legal research on permissive exchange counterclaims; exchange emails with C. Auer; conference with P. Eckstein; legal research regarding scope of Arizona accountant's privilege;
02/13/09	D. Barr	4.20	Draft demand letter to SRP; conference with P. Eckstein regarding same; review cases regarding permissive counterclaims; conference with C. Hammerle regarding same; email draft letter to Ms. Auer;
02/16/09	D. Barr	0.80	Exchange emails with C. Auer regarding demand letter to SRP;
02/17/09	D. Barr	2.40	Several conference calls with C. Auer et al; exchange emails with P. Eckstein; begin to draft public records counterclaim;
02/18/09	D. Barr	0.50	Review C. Auer's renewed public records demand to SRP; exchange emails with C. Auer regarding same;
02/20/09	D. Barr	0.70	Continue drafting public records counterclaim; email same to client;
02/24/09	D. Barr	1.30	Complete draft of counterclaim; email same to client;

RECEIVED

Total For Services \$7,567.00

Disbursements and Other Charges

Filing fees

RECEIVED
 APR 08 2009

286.00

Disbursement and Other Charges Total \$286.00

Total This Invoice \$7,853.00

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.
 PERKINS COIE AND AFFILIATES



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

April 6, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

OK to pay
cust #
FPO
19921
RECEIVED
APR - 7 2009
LEGAL DEPT

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$358.52**. Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

RECEIVED
APR 08 2009

APR 08 2009

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

April 7, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

OK to pay
CMA
FPO #
20027
RECEIVED
APR 18 2009
LEGAL DEPT

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$822.28**. Kindly forward payment for same to my attention.



Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures 

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
3/20/2009	10481

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA
 FPO # 20026*

Terms	Net 30
Due Date	4/19/2009

Service Date	Qty	Service Item	Description	Rate	Amount
	1	Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

RECEIVED
 APR 17 2009
 BY: _____

Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3			
Domain Name 4		Pd on Acct	\$0.00
Domain Name 5			
Domain Name 6		Balance	\$600.00

It's been a pleasure working with you!	Customer Acct Balance	\$600.00
--	------------------------------	----------



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

April 9, 2009

RECEIVED

APR 13 2009

LEGAL DEPT

CK to pay
CMA
Reg # 13376
PO # 11443

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

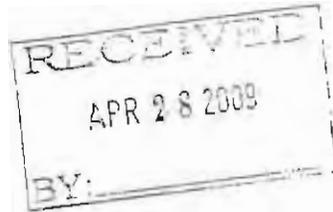
Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$1,067.56**. Kindly forward payment for same to my attention.

I am also enclosing colored copies of the aerial photographs referred to in your email to me of April 2, 2009. We will not be charging for these copies.



Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.

CENTRALIZED ACCOUNTING DEPARTMENT

1201 THIRD AVENUE, 40TH FLOOR

SEATTLE, WASHINGTON 98101-3098

MAIN TELEPHONE NUMBER: (206) 359-8000

ACCOUNTING: (206) 359-3143 • CLIENTACCT@PERKINSCOIE.COM

TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER 60838-0003

April 9, 2009

Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

*OK to pay
CMA
Reg. # 13379
PO # ~~11446~~
11446*

Invoice 3950445

INVOICE

FOR SERVICES THROUGH 03/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$11,619.00
Disbursements and Other Charges	\$1,040.18
TOTAL DUE THIS INVOICE	\$12,659.18

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
03/03/09	C. Blanchard	0.60	Review exchange of emails on public records special action;
03/05/09	P. Eckstein	0.80	Review and revision of latest draft of complaint for special action on public records request and incorporate R. Maguire's changes;
03/03/09	A. Gerlicher	0.40	Review and comment on special action complaint;
03/05/09	P. Eckstein	7.00	Read M. Pearce's draft of motion for leave to amend answer and file counterclaim and telephone conference with I. Legler and C. Auer regarding same; prepare for and participate in meeting with P. Knauth, E. McGavock, B. Greenslade, M. Pearce and R. Maguire regarding rebuttal testimony;
03/06/09	C. Blanchard	0.30	Telephone conference with P. Eckstein regarding public record special action issues;
03/06/09	P. Eckstein	1.40	Read SRP's motion for new trial or to set aside judgment; telephone call with M. Pearce regarding SRP's motion and Prescott's proposed motion to amend answer and assert counterclaim and changes to motion and proposed answer and counterclaim,
03/06/09	A. Gerlicher	0.10	Review motion for new trial;
03/11/09	P. Eckstein	0.30	Telephone conference with M. Pearce regarding preparation for March 13 hearing;
03/11/09	A. Gerlicher	0.30	Prepare hearing book for motion to dismiss hearing;
03/12/09	C. Blanchard	0.60	Review SRP reply in support of motion to dismiss Yavapai County action; exchange emails regarding same with P. Eckstein;
03/12/09	A. Gerlicher	0.10	Review SRP reply in support of its motion to dismiss;
03/13/09	P. Eckstein	2.60	Attend hearing on motion to dismiss and meeting of counsel after the hearing; letter to SRP's counsel asking that they tell us which witnesses they are calling;
03/13/09	A. Gerlicher	3.00	Attend oral argument regarding Guenther motion to dismiss and strategy session regarding administrative hearing; review and revise letter regarding witness list;
03/16/09	P. Eckstein	0.20	Review, edit and finalize letter to J. Weldon regarding witnesses and exhibits at the OAH hearings in April;
03/17/09	P. Eckstein	0.40	Telephone conference with C. Auer regarding participating in the April 13 hearing;
03/18/09	P. Eckstein	0.20	Read J. Weldon's March 18 letter;
03/19/09	A. Gerlicher	2.30	Review OAH testimony of E. Harvey;
03/20/09	P. Eckstein	0.80	Review B. Greenslade's memorandum on transmissivity in the Ford

RECEIVED
APR 28 2009 140

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
4/20/2009	10523

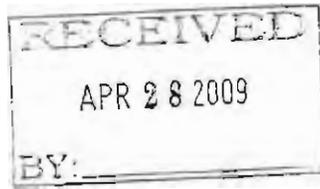
Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA-
 FPO # 20105*

Terms	Net 30
Due Date	5/20/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00



Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3			
Domain Name 4		Pd on Acct	\$0.00
Domain Name 5		Balance	\$600.00
Domain Name 6			

It's been a pleasure working with you!	Customer Acct Balance	\$1,200.00
--	------------------------------	------------



P O Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

April 22, 2009

RECEIVED

APR 27 2009

LEGAL DEPT

*OK to pay
CMAA
FO #
20104*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

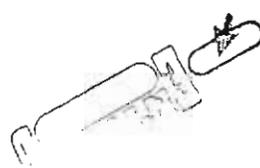
The copy charges for these documents are **\$642.50**. Kindly forward payment for same to my attention.

RECEIVED
APR 28 2009
BY: _____

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures



cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

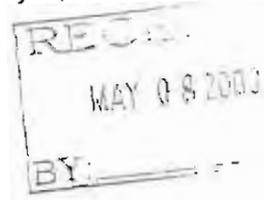
Writer's Direct Line:
(602) 236-2850

RECEIVED

MAY - 6 - 2009

LEGAL DEPT

May 4, 2009



OK to pay
CMAA # 36167
FRD

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$563.75** (1 CD @ \$15.00; 1,961 black & white copies @ \$490.25; 78 color copies @ \$58.50). Kindly forward payment for same to my attention.



Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

May 5, 2009

RECEIVED
MAY - 9 2009
LEGAL DEPT
City of Prescott
CWA #
20168

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$751.75** (1 CD @ \$15.00; 2,578 black & white copies @ \$644.50; 123 color copies @ \$92.25). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

RECEIVED
MAY 08 2009





MEMORANDUM

Writer's Direct Line:
(602) 236-2850

May 12, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

RECEIVED
MAY 13 2009
LEGAL DEPT
OK to pay
court
FPO #
20264

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$366.75** (1,384 black & white copies @ \$346.00; 11 color copies @ \$8.25; 10 oversize color copies @ \$12.50). Kindly forward payment for same to my attention.

RECEIVED
MAY 14 2009

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 602-798-5395

TAX IDENTIFICATION NO 23-0382195

Invoice Date: April 30, 2009

Invoice No.: 2009047454

*OC to [unclear]
Cmt #13461
Reg #11503
30*

\$2007.84

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Client: Town of Prescott Valley (48328.00)
Matter: Big Chino Importation Project (018950)

For Professional Services Rendered through March 31, 2009:

<u>NAME</u>	<u>DATE</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
LA Storey	03/18/09	0.50	Review case decision on Davis case and forward same to Mr. Legler.
LA Storey	03/25/09	0.80	Partial time regarding incoming Gila River adjudication pleadings re the Verde River subflow issues.
LA Storey	03/26/09	1.00	Partial time regarding status of recent adjudication filings by various interests, including SRP; partial time to monitor issues on various order to show cause cases for client.

RECEIVED

REC.
MAY 26 2009
BY: _____

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX 602-798-5595

TAX IDENTIFICATION NO 23-0382195

REMITTANCE ADVICE

Client: 48328.00 Town of Prescott Valley
Matter: 018950 Big Chino Importation Project
Invoice No.: 2009047454
Date: April 30, 2009

Fee Amount	\$807.30
Disbursement Amount	<u>\$0.00</u>
Total Current Charges	\$807.30
Total Due This Invoice	\$807.30
Plus: Unpaid Prior Balance	<u>\$1,200.54</u>
TOTAL AMOUNT DUE	<u>\$2,007.84</u>

Please return this page with your remittance to the above address.

Payment may also be made by wire transfer to our account.

Bank: PNC Bank, NA

ABA No.: 031 0000 53

Account No.: 85-313-173-45

Please indicate on wire transfer the invoice number stated above.

Perkins Coie

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CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0001

April 29, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

Handwritten notes:
 OK to pay CMA Reg # 13460 PO # 11502
 OK to pay CMA Reg # 13432 PO # 11481
 Invoice 3962754
 Cancelled
 Vendor was entered as SFP

INVOICE

FOR SERVICES THROUGH 03/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$2,115.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$2,115.00

RECEIVED
 MAY 26 2009

General

Date	Attorney/Assistant	Hours	Description of Services
02/02/09	D. Barr	0.30	Read various emails from client;
03/04/09	D. Barr	3.20	Read emails from client, edit complaint and prepare same for filing; conference with P. Eckstein regarding same; exchange emails with C. Auer regarding same; attention to filing complaint and obtaining order to show cause;
03/05/09	D. Barr	0.40	Exchange emails with C. Auer; read press release emails;
03/06/09	D. Barr	0.60	Send emails to C. Auer; conference with P. Eckstein;

RECEIVED
 MAY 14 2009
 BY: _____

Total For Services	\$2,115.00
Total This Invoice	\$2,115.00

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	4.50	470.00	2,115.00
Total	4.50	470.00	\$2,115.00

MAQ

This invoice is for current charges only.
Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.
Late Charges Will Be Due If This Invoice Is Not Paid On Or Before MAY 29, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 3962754

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.
 PERKINS COIE AND AFFILIATES

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

*OK to pay
CMA
#13458
Reg. ID #11501*

ACCOUNT NUMBER: 60838-0003

May 11, 2009

Invoice 3969442

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 04/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services \$7,594.50
 Disbursements and Other Charges \$34.38
TOTAL DUE THIS INVOICE \$7,628.88

MAY 26 2009

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
04/01/09	P. Eckstein	0.30	Read various emails re meetings between City of Prescott and Town of Prescott Valley representatives and others regarding Big Chino Ranch;
04/05/09	P. Eckstein	1.00	Read and comment on motion for summary judgment on counts 2, 3 and 5 of the SRP complaint in Maricopa County and telephone conference with M. Pearce regarding same;
04/05/09	C. Blanchard	1.00	Review law review note on Verde River issues and exchange emails with client and team regarding same; review email from R. Maguire regarding motion to dismiss, pending motion for summary judgment and status of findings of fact and conclusions of law;
04/06/09	P. Eckstein	4.00	Prepare for and attend preparation session with B. Greenslade and M. Pearce; meeting with M. Pearce to discuss motion comments on motion for summary judgment on counts 2, 3 and 5; read Arizona Law Review Note The Battle to Save the Verde;
04/06/09	A. Gerlicher	1.90	Review and comment on motion for summary judgment; read Arizona Law Review article;
04/07/09	P. Eckstein	0.40	Read defendants' motion to dismiss counts 4, 6 and 7 of SRP's First Amended Complaint;
04/07/09	A. Gerlicher	0.20	Review joint motion to dismiss;
04/08/09	P. Eckstein	1.30	Participate in conference call re planning for resumption of OAH hearing in Prescott; read Case Management Order No. 8; call to C. Auer regarding various matters related to the AOA and the Maricopa County litigation; read Judge Klein's revision to findings of fact, conclusions of law and order;
04/10/09	P. Eckstein	0.20	Telephone conference with M. Pearce re resumption of AOA hearing and conversation with M. McGinnis;
04/16/09	P. Eckstein	0.50	Report from M. Pearce regarding three-day hearing in Prescott;
04/17/09	P. Eckstein	0.80	Telephone conference with OAH staff; telephone conference with C. Auer and M. Pearce;
04/24/09	P. Eckstein	2.40	Participate in strategy conference with R. Maguire, M. Pearce, I. Legler and C. Auer;
04/29/09	C. Blanchard	1.00	Review minute entry from public records hearing; review SRP response to motion to dismiss;

Total For Services \$7,594.50

Policy Impact Strategic Communications, Inc.
 1401 K Street, NW
 Suite 600
 Washington, DC 20005

Invoice

Date	Invoice No.
04/30/09	4689

RECEIVED
 MAY - 1 2009
 LEGAL DEPT

*OK to pay
 crmt # ~~13447~~
 Reg. # 11490
 PD*

Bill To:
TOWN OF PRESCOTT VALLEY Attn: Ivan Legle 7501 E. Civic Circle Prescott Valley, Arizona 86314

P.O. Number

Item	Description	Rate	Amount
Retainer	Consulting Services	12,000.00	12,000.00



RECEIVED
 MAY 19 2009
 BY:

Total \$12,000.00

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
5/20/2009	10557

Bill To

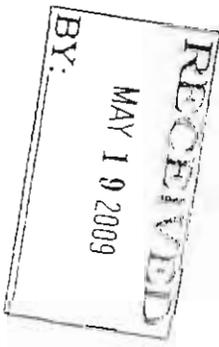
Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA
 FPO # 20288*



Terms	Net 30
Due Date	6/19/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00



Domain Name 1	protectingourwaterresources.co	Total	\$600.00
Domain Name 2			
Domain Name 3			
Domain Name 4		Pd on Acct	\$0.00
Domain Name 5			
Domain Name 6		Balance	\$600.00

It's been a pleasure working with you!	Customer Acct Balance	\$600.00
--	------------------------------	----------

Perkins Coie

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CENTRALIZED ACCOUNTING DEPARTMENT
1201 THIRD AVENUE, 40TH FLOOR
SEATTLE, WASHINGTON 98101-3099
MAIN TELEPHONE NUMBER: (206) 359-8000
ACCOUNTING: (206) 359-3143 • CLIENTACCT@PERKINSCOIE.COM
TAX I.D. NUMBER: 91-0591206

OK to pay
CMAA # 20443
FPC Invoice 3976003

ACCOUNT NUMBER: 60838-0001

May 21, 2009

Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 04/30/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$0.00
Disbursements and Other Charges	\$124.00
TOTAL DUE THIS INVOICE	\$124.00

RECEIVED
JUN 01 2009

General

Disbursements and Other Charges

Messenger charges

124.00

Disbursement and Other Charges Total \$124.00

Total This Invoice \$124.00

RECEIVED
MAY 26 2009

MAQ

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.
Late Charges Will Be Due If This Invoice Is Not Paid On Or Before JUNE 20, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
US Bank
Bank ABA # 125000105
Account # 1 535 5592 1235
Please reference your Perkins Coie Account No. 60838, Invoice 3976003

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES



MEMORANDUM

Writer's Direct Line:
(602) 236-2850

May 13, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

RECEIVED
MAY 13 2009
LEGAL DEPT
OK to pay
CMA
FPO # 20290

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

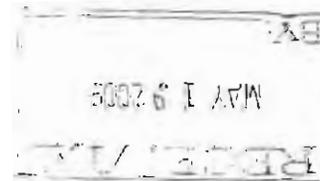
The copy charges for these documents are **\$453.25** (1,692 black & white copies @ \$423.00; 12 color copies @ \$9.00; 17 oversize color copies @ \$21.25). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott





MEMORANDUM

Writer's Direct Line:
(602) 236-2850

May 14, 2009

RECEIVED
MAY 15 2009
LEGAL DEPT

OK to pay
CMA
FPO # 20291

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

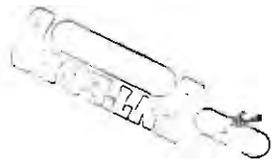
Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$721.50** (2,500 black & white copies @ \$625.00; 112 color copies @ \$84.00; 10 oversize color copies @ \$12.50). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

RECEIVED
MAY 19 2009



Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

May 27, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

RECEIVED
MAY 29 2009
LEGAL DEPT
OK to copy
CMAA
fpu # 20445

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$500.50** (1,939 black & white copies @ \$484.75; 21 color copies @ \$15.75). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

RECEIVED
JUN 01 2009

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

May 28, 2009

RECEIVED
MAY 29 2009
LEGAL DEPT

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

OK to print
CMA
FPO # 20444

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box. These documents consist of the copies requested of the printed electronic documents that were reviewed by Prescott on Friday, May 15, 2009.

The copy charges for these documents are **\$114.25** (457 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

RECEIVED
JUN 01 2009
BY:

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

ENTERED

Perkins Coie

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CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 • CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0581206

ACCOUNT NUMBER: 60838-0005

June 10, 2009

*OK to pay
 CMAA
 Reg # 13630
 PO # 11636*

Invoice 3991056

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 05/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services \$23,873.00
 Disbursements and Other Charges \$948.88
TOTAL DUE THIS INVOICE \$24,821.88

Public Records Request

Date	Attorney/Assistant	Hours	Description of Services
03/04/09	P. Eckstein	1.20	Review and revise latest draft of complaint for special action against SRP on public records request; approval final draft of complaint and exhibits for filing; conference with D. Barr regarding same;
03/06/09	P. Eckstein	0.30	Conferences with C. Blanchard and D. Barr regarding how to obtain proof that governmental bodies (including the Salt River District) provide public monies to the Association;
03/13/09	D. Barr	0.20	Read email from C. Auer;
03/24/09	D. Barr	1.30	Telephone conferences with C. Auer; exchange emails with Ms. Auer regarding response to SRP regarding supplemental summaries; exchange emails with R. McGuire;
03/26/09	D. Barr	1.00	Review SRP's motion to dismiss; exchange emails with C. Auer;
03/27/09	E. Kruschek	2.40	Review complaint, motion to dismiss and background materials; research regarding status of SRP under public records law;
03/30/09	E. Kruschek	2.20	Legal research regarding whether auditor's letters are protected by the attorney-client and work product privileges;
03/31/09	E. Kruschek	4.30	Legal research regarding work product immunity, attorney-client privilege, and accountant-client privilege;
04/01/09	E. Kruschek	3.00	Legal research regarding work product doctrine and accountant-client privilege;
04/02/09	E. Kruschek	5.30	Draft response to motion to dismiss;
04/03/09	P. Eckstein	0.20	Email to D. Barr regarding order to show cause hearing and read response;
04/03/09	E. Kruschek	3.20	Draft response to motion to dismiss; report to D. Barr regarding same;
04/06/09	D. Barr	1.10	Read and edit draft of response to SRP's motion to dismiss;
04/06/09	E. Kruschek	0.70	Review and revise response to motion to dismiss, report to D. Barr regarding same;
04/07/09	D. Barr	4.30	Continue to edit new drafts of response to SRP's motion to dismiss; conferences with P. Eckstein and E. Kruschek regarding response; email response brief to client; read email and edits from C. Auer;
04/07/09	P. Eckstein	1.80	Review and revision of D. Barr's draft of response in opposition to SRP's motion to dismiss and conference with D. Barr regarding same;
04/07/09	G. Smidt	2.30	Cite and substance check Response to Motion to Dismiss;
04/07/09	E. Kruschek	2.60	Review and revise response to motion to dismiss; conference with D. Barr and G. Smidt regarding same; legal research regarding

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.

DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.

PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.

AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE. SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.

PERKINS COIE LLP AND AFFILIATES

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
G. Smidt	2.30	185.00	425.50
Total	67.10	355.78	\$23,873.00

PFE

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

Late Charges Will Be Due If This Invoice Is Not Paid On Or Before JULY 10, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
US Bank
Bank ABA # 125000105
Account # 1 535 5592 1235
Please reference your Perkins Coie Account No. 60838, Invoice 3991056

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

Policy Impact Strategic Communications, Inc.
1401 K Street, NW
Suite 600
Washington, DC 20005

RECEIVED

Invoice

JUN - 4 2009
LEGAL DEPT

Date	Invoice No.
06/01/09	4782

Bill To:
TOWN OF PRESCOTT VALLEY
Attn: Ivan Legle
7501 E. Civic Circle
Prescott Valley, Arizona 86314

*OK to pay
CMA
Res #13627
PO #11635*

			P.O. Number
Item	Description	Rate	Amount
AZ Retainer	Consulting Services (June 2009)	12,000.00	12,000.00
Total			\$12,000.00

PAID

JUN 23 2009



P O Box 52025
Phoenix, AZ 85077-2025
(602) 236-5900
www.srpnnet.com

Writer's Direct Line:
(602) 236-2850

June 19, 2009

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civil Circle
Prescott Valley, Arizona 86314-2275

OK to pay
CMT
FPO # 20793
RECEIVED
JUN 24 2009
LEGAL DEPT

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

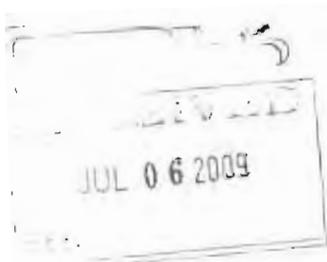
Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one letter-size box. These documents consist of the documents that were reviewed by Prescott on Friday, June 12, 2009.

The copy charges for these documents are **\$61.25** (245 black & white copies @ \$.25 each). Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures



cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott



INVOICE

Invoice Number:
779

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

Invoice Date:
5/19/09

MAY 26 2009

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O JIM HOLT
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 88-0356435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		6/18/09	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp. 1/1-3/31/09	110,886.24	110,886.24		
1.00	Prescott's Share-Water Ranch-Personnel Costs	30,545.83	30,545.83		
		<i>JHA</i> <i>5/22/09</i>			
		Total Due:		\$141,432.07	

Please detach and send this stub with remittance

Invoice Number: 779 Invoice Date: 5/19/09 Due Date: 6/18/09

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$141,432.07

#106

Water Ranch Billing
January 1, 2009 - March 31, 2009

Check Date	Check No.	Vendor	Amount
01/08/09	243385	WestWeb Services	\$ 600.00
01/15/09	243442	Greenberg Traurig	8,333.33
01/29/09	243675	Perkins Coie Brown & Bain	9,119.81
01/29/09	243708	WestWeb Services	600.00
02/05/09	243720	Ballard Spahr Andrews & Ingersoll, LLP	934.20
02/05/09	243720	Ballard Spahr Andrews & Ingersoll, LLP	460.35
02/05/09	243750	Greenberg Traurig	8,333.33
02/26/09	244088	Greenberg Traurig	11,000.01
02/26/09	244088	Greenberg Traurig	12,000.00
02/26/09	244116	Perkins Coie Brown & Bain	57,618.25
02/26/09	244127	SRP	2,449.56
02/26/09	244144	WestWeb Services	600.00
03/26/09	244502	Greenberg Traurig	12,000.00
03/26/09	244557	SRP	2,640.97
03/26/09	244557	SRP	278.40
03/26/09	244557	SRP	82.58
04/02/09	244645	Perkins Coie Brown & Bain	75,482.62
04/02/09	244645	Perkins Coie Brown & Bain	1,316.00
04/02/09	244658	SRP	368.06
N/A	N/A	Telephone/Postage/Other	747.86
N/A	N/A	In-House Personnel Costs	56,461.79
			<u>261,427.12</u>
		City of Prescott (54.1%)	141,432.07
		Total Invoice to City of Prescott	<u>\$ 141,432.07</u>

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
12/20/2008	10382

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*O.k to pay
 CMA
 PPO 19008*

Terms	Net 30
Due Date	1/19/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

JAN - 6 2009

Domain Name 1	protectingourwaterresources.co		
Domain Name 2			
Domain Name 3			
Domain Name 4		Total	\$600.00
Domain Name 5		Paid on Acct	\$0.00
Domain Name 6		Balance	\$600.00
It's been a pleasure working with you!			



RECEIVED
DEC - 5 2008
LEGAL DEPT

Invoice No.: 2298248
File No.: 058994.021000
Bill Date: December 4, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
CMAA
Reg # 13120
PO # 11210*

INVOICE

Re: Government Lobbying
Consulting Services for November 2008

Total Fees: \$ 8,333.33
Current Invoice: \$ 8,333.33

MKM:LK
Tax ID: 13-3613083

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.
 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3088
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

*Octopay
CMA Reg # 13180
PO # 11262*

ACCOUNT NUMBER: 60838-0003

January 12, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

\$9119.81

Invoice 3891667

INVOICE

FOR SERVICES THROUGH 12/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$9,115.50
Disbursements and Other Charges	\$4.31
TOTAL DUE THIS INVOICE	\$9,119.81

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
12/02/08	C. Blanchard	3.00	Conference with P. Eckstein, A. Gerlicher; R. Maguire and M. Pierce regarding declaratory judgment; prepare for conference call with communities;
12/02/08	P. Eckstein	2.50	Attend meeting with R. Magire, M. Pearce and C. Blanchard; regarding strategy of declaratory judgment action and related issues;
12/02/08	A. Gerlicher	3.20	Conference with R. Maguire and M. Pierce;
12/03/08	C. Blanchard	2.60	Prepare for and participate in telephone conference with client legal teams; review M. Pearce administrative hearing strategy memorandum;
12/03/08	P. Eckstein	1.50	Participate in conference call with R. Maguire, M. Pearce, C. Auer, I. Legler, C. Blanchard, A. Gerlicher and others to discuss legal strategy;
12/03/08	A. Gerlicher	1.50	Telephone conference with Prescott lawyers regarding ADWR order;
12/05/08	P. Eckstein	0.40	Telephone conference with C. Auer and I. Legler;
12/08/08	P. Eckstein	1.40	Participate in conference call with C. Auer, I. Legler and others to discuss legal strategy;
12/11/08	A. Gerlicher	0.60	Begin drafting declaratory judgment complaint;
12/12/08	C. Blanchard	0.30	Review exchange of email between I. Legler and M. Pearce regarding appeal;
12/15/08	C. Blanchard	1.00	Review various appeals to ADWR decision on assured water supply;
12/17/08	C. Blanchard	0.40	Review public records correspondence;
12/19/08	A. Gerlicher	1.30	Review SRP's appeal to ADWR designation;
12/22/08	C. Blanchard	0.30	Review outline on adjudication issues;
12/23/08	A. Gerlicher	0.30	Review adjudication issues memo;
12/26/08	A. Gerlicher	0.30	Review draft declaratory judgment complaint; comments from I. Legler;
12/30/08	C. Blanchard	0.30	Review SRP public records request;
12/30/08	P. Eckstein	1.20	Telephone conference with I. Legler re declaratory judgment action; read M. Pearce's draft complaint and conference with A. Gerlicher re same
12/30/08	A. Gerlicher	0.90	Conference with P. Eckstein regarding complaint; email comments on draft complaint;

Total For Services \$9,115.50



WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
1/20/2009	10411

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 CMA # 19204
 FPO*

Terms	Net 30
Due Date	2/19/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

Domain Name 1	protectingourwaterresources.co		
Domain Name 2			
Domain Name 3			
Domain Name 4		Total	\$600.00
Domain Name 5		Paid on Acct	\$0.00
Domain Name 6		Balance	\$600.00
It's been a pleasure working with you!			

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 602-798-5595

TAX IDENTIFICATION NO 23-0382195

#934.20

Invoice Date: January 15, 2009

Invoice No.: 2009013442

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

*O.K. to pay
CMA
FPO # 19304*

Client: Town of Prescott Valley (48328.00)

Matter: General Water (019323)

For Professional Services Rendered through December 31, 2008:

<u>NAME</u>	<u>DATE</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
MG Davidson	12/01/08	0.20	Review and analyze proposed legislation by ADWR to limit effluent use for certain purposes.
MG Davidson	12/03/08	0.30	Review ADWR's Notice of Proposed Rulemaking regarding the proposed amendment to the Assured and Adequate Water Supply Rules; correspond with L. Storey regarding same.
LA Storey	12/09/08	0.80	Partial time regarding legislative session issues on modifications to the surface water code and use of effluent within AMAs.

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 602-798-5595

TAX IDENTIFICATION NO. 23-0382195

REMITTANCE ADVICE

Client: 48328.00 Town of Prescott Valley
Matter: 019323 General Water
Invoice No.: 2009013442
Date: January 15, 2009

Fee Amount	\$1,023.30
Disbursement Amount	<u>\$0.00</u>
Total Current Charges	\$1,023.30
Less: Advance Payments Applied	<u>\$89.10</u>
Total Due This Invoice	\$934.20
TOTAL AMOUNT DUE	<u>\$934.20</u>

Please return this page with your remittance to the above address.

Payment may also be made by wire transfer to our account.

Bank: PNC Bank, NA

ABA No.: 031 0000 53

Account No.: 85-313-173-45

Please indicate on wire transfer the invoice number stated above.

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX 602-798-5595

TAX IDENTIFICATION NO. 23-0382195

\$460.35

Invoice Date: January 15, 2009

Invoice No.: 2009013441

*OK to pay
CMAA
APO # 19303*

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Client: Town of Prescott Valley (48328.00)
Matter: Big Chino Importation Project (018950)

For Professional Services Rendered through December 31, 2008:

<u>NAME</u>	<u>DATE</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
LA Storey	12/01/08	1.10	Follow-up regarding status of Big Chino importation issues and Prescott Designation; partial time regarding proposed legislation on effluent transportation.
MG Davidson	12/22/08	0.30	Conference with L. Storey regarding preparing a legal analysis of the paper by Mr. Munderloh on subflow issues.

1.40 Total Hours

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
LA Storey	1.10	375.00	412.50
MG Davidson	0.30	330.00	99.00

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 602-798-5595

TAX IDENTIFICATION NO. 23-0382195

REMITTANCE ADVICE

Client: 48328.00 Town of Prescott Valley
Matter: 018950 Big Chino Importation Project
Invoice No.: 2009013441
Date: January 15, 2009

Fee Amount	\$460.35
Disbursement Amount	<u>\$.00</u>
Total Current Charges	\$460.35
Less: Advance Payments Applied	<u>\$460.35</u>
Total Due This Invoice	\$.00
TOTAL AMOUNT DUE	<u>\$.00</u>

Please return this page with your remittance to the above address.

Payment may also be made by wire transfer to our account.

Bank: PNC Bank, NA

ABA No.: 031 0000 53

Account No.: 85-313-173-45

Please indicate on wire transfer the invoice number stated above.

RECEIVED
JAN - 9 2009
LEGAL DEPT

Invoice No.: 2317253
File No.: 058994.021000
Bill Date: January 8, 2009

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
CMA
Reg # 13182
PO # 11265*

INVOICE

Re: Government Lobbying
Consulting Services for December 2008

Total Fees:	\$	8,333.33
Current Invoice:	\$	8,333.33
Previous Balance (see attached statement):	\$	8,333.33
Total Amount Due:	\$	16,666.66

FEB - 3 2009

MKM:LK
Tax ID: 13-3613083



Invoice No.: 2317253
File No. : 058994.021000

Account Statement

<u>Date</u>	<u>Invoice #</u>	<u>Fees Due</u>	<u>Expenses Due</u>	<u>Other Due</u>	<u>Total Due</u>
12/04/08	2298248	8,333.33	0.00	0.00	8,333.33
	Totals:	\$ 8,333.33	\$ 0.00	\$ 0.00	\$ 8,333.33

MKM:LK
Tax ID: 13-3613083



RECEIVED

FEB - 4 2009

LEGAL DEPT

Invoice No.: 2333831
File No. : 058994.021000
Bill Date : February 3, 2009

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
credit
Reg # 13228
PO # 11304*

INVOICE

Re: Government Lobbying

Additional Consulting Service Fees

New contract amount \$12,000 effective 10/08 - Previously billed \$8,333.33 for October through December 2008 for a difference of \$11,000.01

Total Fees: \$ 11,000.01

Current Invoice: \$ 11,000.01

RECEIVED
FEB 24 2009
BY: _____

MKM:LK
Tax ID: 13-3613083



RECEIVED

FEB - 4 2009

LEGAL DEPT

Invoice No.: 2333708
File No. : 058994.021000
Bill Date : February 3, 2009

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
CMT
Reg # 13227
PO # 11303*

INVOICE

Re: Government Lobbying
Consulting Services for January 2009

Total Fees: \$ 12,000.00

Current Invoice: \$ 12,000.00

RECEIVED
FEB 24 2009
BY:

MKM:LK
Tax ID: 13-3613083

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.
 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

*OK to pay
 credit #13225
 Reg. 20 # 11301*

ACCOUNT NUMBER: 60838-0003

February 10, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

Invoice 3912348

INVOICE

FOR SERVICES THROUGH 01/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services \$56,616.00
 Disbursements and Other Charges \$1,002.25
TOTAL DUE THIS INVOICE \$57,618.25

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
01/05/09	C. Blanchard	0.30	Review scheduling order for administrative hearing;
01/05/09	P. Eckstein	0.80	Telephone conference with M. Pearce; review notice of hearing and case management order and other materials to be discussed at hearing;
01/05/09	A. Gerlicher	0.30	Review background for declaratory judgment complaint;
01/06/09	P. Eckstein	2.00	Telephone conference with A. Gerlicher regarding redrafting of complaint; review materials for hearing on before Administrative Law Judge;
01/06/09	A. Gerlicher	3.80	Revise declaratory judgment complaint;
01/07/09	P. Eckstein	6.00	Prepare for and attend Administrative Law scheduling hearing;
01/07/09	A. Gerlicher	1.70	Revise declaratory judgment complaint;
01/08/09	C. Blanchard	1.00	Review A. Gerlicher's revised complaint on issue of special laws; exchange emails with A. Gerlicher and P. Eckstein regarding same;
01/08/09	P. Eckstein	1.50	Review and revision of A. Gerlicher's revision of complaint for declaration judgment and telephone conference re same
01/08/09	A. Gerlicher	2.30	Revise complaint and send to client;
01/09/09	C. Blanchard	0.40	Review emails from client regarding draft complaint; exchange emails with A. Gerlicher regarding same;
01/09/09	A. Gerlicher	0.30	Revise complaint and circulate;
01/12/09	P. Eckstein	4.50	Review and edit draft complaint; prepare for and attend meeting with C. Auer, M. Pearce, R. Maguire and A. Gerlicher;
01/12/09	A. Gerlicher	3.00	Review revisions to complaint; telephone conference with team regarding revisions;
01/13/09	C. Blanchard	1.00	Review SRP complaint and related papers;
01/13/09	P. Eckstein	1.00	Prepare for and participate in telephone conference with representatives of the City of Prescott and the Town of Prescott Valley to discuss how we should respond to complaint and motion for temporary restraining order filed by SRP in Maricopa County; legal research and draft motion to dismiss and circulate to team with comments; conference with K. Aldama regarding legal research assignment; detailed review of SRP's complaint and motion for temporary restraining order; review and comment on papers City of Prescott and Town of Prescott Valley filed in Yavapai County; telephone calls with co-counsel re the above matters.
01/13/09	K. Aldama	2.60	Meeting with P. Eckstein regarding venue issue; review complaint;

RECEIVED
 FEB 24 2009

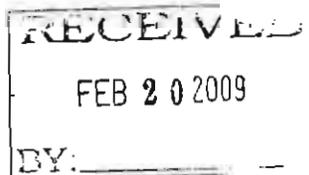


P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Frederic L. Beeson
Manager, Litigation Services
Mail Stop: PAB341
Direct Line: 602-236-2020
FAX: 602-236-5952
Email: flbeeson@srpnet.com

OK to pay
CMA
Reg # 13207
PO # 11298

January 21, 2009



Colleen M. Auer
Town of Prescott Valley
Legal Department
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

This is SRP's second document response to the Public Records Act request made by the City of Prescott and the Town of Prescott Valley by letter dated December 18, 2008.

Once again, it continues to be my understanding that you are acting on behalf of *both* the Town of Prescott Valley and the City of Prescott in regard to their Public Records Act request. I have accordingly produced only the one set to you. If this understanding is not correct, please advise me as soon as possible.

SRP does not acknowledge that the Public Records Act applies to it. However, we intend to make a reasonable response to your request using the strictures of the Public Records Act as our guide.

We continue to undertake to gather the documents we intend to produce. Additional materials that are responsive to the other requests, as amended by our conversation and correspondence, will be produced or made available for inspection as they are processed.

The copy charges for the documents provided to you to-date total \$2,449.56 (\$1,551.56 for 1/13/09 production; \$898.00 for 1/21/09 production). Please immediately remit this amount by check made payable to "SRP" and sent to my attention.

We expect to have 20 or 30 "bankers boxes" of material available by the end of this week or early next week. The copying costs are not included above. It is my understanding that you will come to our offices to inspect these documents.

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
2/20/2009	10450

Bill To
 Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*Ok to pay
 CMA
 # 19513
 PD*

RECEIVED
 FEB 24 2009
 BY: _____

Terms	Net 30
Due Date	3/22/2009

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00
Domain Name 1	protectingourwaterresources.co			Total	\$600.00
Domain Name 2					
Domain Name 3				Pd on Acct	\$0.00
Domain Name 4					
Domain Name 5				Balance	\$600.00
Domain Name 6					
It's been a pleasure working with you!				Customer Acct Balance	\$600.00



RECEIVED

MAR - 5 2009

LEGAL DEPT

Invoice No.: 2355833
File No.: 058994.021000
Bill Date: March 4, 2009

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
CMA
Reg # 13288
PO # 11367*

INVOICE

Re: Government Lobbying

Consulting Services for February 2009

Total Fees: \$ 12,000.00

Current Invoice: \$ 12,000.00



RECEIVED
MAR 25 2009

MKM:LK
Tax ID: 13-3613083



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

March 3, 2009

RECEIVED
MAR - 5 2009
LEGAL DEPT

Colleen M. Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008.

These copies include some Archives files and Water Rights files.

I am also enclosing two drafts for invoices received on February 20, 2009 in the amount of \$441.35 and on February 27, 2009 in the amount of 280.35.

In addition, we have received copy charges for documents sent to Prescott as of this date (not including previous amount paid). The amount due for these current charges is ~~\$2,640.97~~. Kindly forward payment for same to my attention.

We now have approximately 18 additional boxes ready for your review. Let me know what date works best for you.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

RECEIVED
MAR 25 2009

OK to pay
CMA
Reg #132
PO 113

Enclosures



P.O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

March 10, 2009

RECEIVED
MAR 12 2009
LEGAL DEPT

Colleen M. Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314

MAR 13 2009
BY: _____

OK to PHV
CMA

FPO
1966

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of two boxes.

These copies include some Archives files and Water Rights files.

The copy charges for these documents are **\$278.40**. Kindly forward payment for same to my attention.

I will advise when the next set of documents is ready for your review.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services



Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

March 11, 2009

OK to pay
CMA
FDO # 1946

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

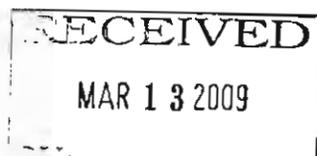
Re: Public Records Act Request to SRP from Prescott and Prescott Valley

Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$82.58**. Kindly forward payment for same to my attention.

I will advise when the next set of documents is ready for your review.



Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services

Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3088
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

DK to pay
CMA # 13316
Reg. # 11383
 Invoice 3932381

ACCOUNT NUMBER: 60838-0003

March 10, 2009

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 02/28/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$73,781.50
Disbursements and Other Charges	\$1,701.12
TOTAL DUE THIS INVOICE	\$75,482.62

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
02/01/09	P. Eckstein	2.50	Read expert materials sent by M. Pearce;
02/02/09	P. Eckstein	9.00	Conference with hydrologist and co-counsel to prepare hydrologist for OAH;
02/02/09	A. Gerlicher	2.40	Revise outline of special law arguments;
02/03/09	C. Blanchard	2.60	Review I. Legler's revision to answer; exchange emails with other counsel regarding same; review P. Eckstein's revised answer; review Center for Biological Diversity motion to dismiss;
02/03/09	P. Eckstein	5.50	Call to W. Greenslade to postpone meeting with Greenslade from 2/3/09 to 2/4/09; read Judge Klein's minute entry in Maricopa County action; read various Greenslade hydrology reports filed with ADWR; participate in telephone conference with co-counsel and counsel for Town of Prescott Valley re various strategies in the Maricopa County and Yavapai County actions; review and revise answer in Maricopa County action and file answer; read Center for Biological Diversity's motion to dismiss Yavapai County's action.
02/03/09	A. Gerlicher	0.30	Review minute entry denying preliminary injunction;
02/04/09	C. Blanchard	1.60	Review order denying motion for preliminary injunction; telephone conference with P. Eckstein regarding same;
02/04/09	P. Eckstein	7.50	Read AOA file; read SWG submissions to ADWR in support of Prescott's AWS Application; read F. Corkhill's November 12, 2008 memorandum reviewing Prescott's demonstration of physical availability of AWS; read memorandum re SRP model; prepare for AOA; meet with B. Greenslade to prepare him for the AOA.
02/04/09	A. Gerlicher	5.10	Research laches and equitable estoppel;
02/05/09	P. Eckstein	7.00	Read pre-hearing memoranda filed by the various parties and the replies to Prescott's and ADWR's motions in limine filed by the Beverly plaintiffs and the Center for Biological Diversity; prepare for and attend OAH hearing on motions in limine; read opinion and the Ford Report;
02/06/09	P. Eckstein	2.50	Read documents in preparation for OAH hearing;
02/07/09	C. Blanchard	0.50	Exchange emails with P. Eckstein and A. Gerlicher regarding pending briefing;
02/07/09	P. Eckstein	8.50	Prepare for OAH hearing; telephone conferences with M. Pearson and B. Greenslade; review documents in I. Legler's office;
02/08/09	P. Eckstein	9.00	Prepare for hearing; meet with and prepare B. Greenslade for his direct testimony; meet with co-counsel and witnesses to prepare for hearing;

RECEIVED
 MAR 30 2009

Date	Attorney/Assistant	Hours	Description of Services
02/18/09	H. Kmoch	1.00	compliance with public records request; Cite check plaintiffs response to Center for Biological Diversity's motion to dismiss;
02/18/09	A. Gerlicher	0.50	Revise and distribute response to CBD's motion to dismiss;
02/19/09	C. Blanchard	1.00	Review draft response to motion to dismiss Yavapai action; review proposed findings of fact and conclusions of law;
02/19/09	P. Eckstein	0.80	Voice mails for M. Pearce and P. Knauth; read proposed findings of fact and conclusions of law;
02/19/09	A. Gerlicher	1.80	Review cite check; revise response to CBD motion; draft response to SRP motion;
02/20/09	C. Blanchard	1.60	Review new pleadings file by ADWR and State; conference with D. Barr regarding public records counterclaim; review draft response to SRP motion to dismiss;
02/20/09	P. Eckstein	2.30	Telephone conference with P. Knauth regarding his 1997 isotopic study of Verde River water; final review of response to CBD's motion to dismiss Yavapai action and email to P. Knauth; telephone conferences with J. Munderloh and M. Pearce regarding rebuttal to Harvey and Ford testimony;
02/20/09	A. Gerlicher	3.70	Arrange filing of response to CBD motion; research, finish drafting and revise response to SRP motion;
02/23/09	C. Blanchard	2.60	Review new Prescott answers in Maricopa County action; review revisions to response to SRP motion to dismiss; review Judge Klein's findings of fact and conclusions of law; exchange emails with M. Pearce regarding strategy;
02/23/09	P. Eckstein	2.40	Email exchanges with P. Knauth regarding Ford study and March 5 meeting; review and revise response to SRP's motion to dismiss;
02/23/09	H. Kmoch	1.30	Cite check plaintiffs response to SRP's motion to dismiss;
02/23/09	A. Gerlicher	2.20	Revise response to SRP's Motion to Dismiss and distribute; review cite check;
02/24/09	C. Blanchard	0.60	Review proposed public records counterclaim;
02/24/09	P. Eckstein	0.40	Telephone conference with J. Munderloh regarding forwarding memorandum from E. McGavock to P. Knauth; read McGavock memorandum;
02/24/09	A. Gerlicher	0.60	Revise, confirm exhibits, and arrange filing of response to SRP's motion to dismiss;
02/25/09	P. Eckstein	0.20	Telephone call to M. Pearce regarding sending E. McGavock's memorandum to P. Knauth;
02/26/09	C. Blanchard	1.20	Exchange emails with A. Gerlicher regarding preparation of summary judgment motion on special law issue; work on same;
02/26/09	P. Eckstein	0.20	Conference with A. Gerlicher regarding research and writing on construction of ARS Section 44-555(E);
02/26/09	A. Gerlicher	0.40	Review research regarding special laws; email M. Pearce regarding testimony;
02/27/09	C. Blanchard	0.30	Exchange emails with A. Gerlicher regarding potential summary judgment motion on special laws;
02/27/09	P. Eckstein	0.40	Read article: SRP Surrogates Take Stand on Day 3, ADWR Hearing to Conclude at Later Date; read B. Greenslade's memorandum dated February 27, 2009 regarding Ford report;

Total For Services \$73,781.50

Disbursements and Other Charges

Photocopying and printing expenses	129.35
Messenger charges	192.00
Computer research	1,379.77

Disbursement and Other Charges Total \$1,701.12

Total This Invoice \$75,482.62

Perkins Coie

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING (206) 359-3143 • CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

*OK to pay
CMAA # 13315
Reg # 11380
PO*

ACCOUNT NUMBER: 60838-0001

March 10, 2009

Invoice 3922731

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 01/31/09, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$1,316.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$1,316.00

General

Date	Attorney/Assistant	Hours	Description of Services
01/23/09	D. Barr	1.90	Telephone conference with C. Auer and P. Eckstein regarding SRP's responses to public records requests (.6); review and revise draft of email from C. Auer to SRP (.6); review correspondence and legal file between Prescott Valley and SRP (.7);
01/26/09	D. Barr	1.90	Exchange emails with C. Auer regarding use of public records ombudsman (.3); conference with P. Eckstein regarding same (.2); telephone conference with C. Auer (.4);

RECEIVED
 MAR 13 2009

RECEIVED

Total For Services \$1,316.00

Total This Invoice \$1,316.00

RECEIVED
 MAR 30 2009

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	2.80	470.00	1,316.00
Total	2.80	470.00	\$1,316.00

MAQ

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

Late Charges Will Be Due If This Invoice Is Not Paid On Or Before APRIL 9, 2009

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 3922731

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 AFTER 30 DAYS, A MONTHLY LATE CHARGE OF 1% PER MONTH FROM THE INVOICE DATE (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) WILL BE DUE.
 SHOULD A COLLECTION ACTION OR PROCEEDING BE NECESSARY, ATTORNEYS' FEES AND COSTS FOR SUCH COLLECTION EFFORT WILL ALSO BE DUE.
 PERKINS COIE AND AFFILIATES



P. O. Box 52025
Phoenix, AZ 85072-2025
(602) 236-5900
www.srpnet.com

Writer's Direct Line:
(602) 236-2850

March 23, 2009

*OK to pay
CMA
FPO # 1984F*

Colleen Auer
Town of Prescott Valley
Legal Department
7501 East Civic Circle
Prescott Valley, Arizona 86314-2275

Re: Public Records Act Request to SRP from Prescott and Prescott Valley

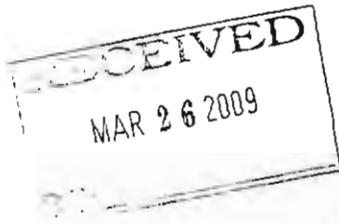
Dear Colleen:

Enclosed please find our next document response to the Public Records Act request made by the City of Prescott and Town of Prescott Valley by letter dated December 18, 2008, consisting of one box.

The copy charges for these documents are **\$368.06**. Kindly forward payment for same to my attention.

Very truly yours,

Debbie Cozens
Senior Legal Technician
Litigation and Claims Services



Enclosures

cc: (w/o enclosures)
Gary Kidd, City Attorney
City of Prescott
Ivan Legler, Town Attorney
Town of Prescott Valley
Linda Ripley
City of Prescott
Matt Podrechy
City of Prescott

RECEIVED

MAR 24 2009

LEGAL DEPT

3/23/09

UNLIMITED CONFERRING

Invoice

Unlimited Conferencing

591 Redwood Highway
Suite 5275
Mill Valley, CA 94941
1-800-834-6971
support@unlimitedconferencing.com

Invoice : 169285

Date : 12/4/2008 3:13:09 PM

Bill To : 18169
Town of Prescott Valley
Larry Tarkowski
7501 E Civic Circle
Prescott Valley AZ 86314

Sold To : 18169
Town of Prescott Valley
John Munderloh
7501 E Civic Circle
Prescott Valley AZ 86314

Charges for your account :

Description	Price	Qty	Extended
11/4/2008 to 12/4/2008 Toll Free Audio Conferencing 225 Minutes @ \$0.069/Min.	\$15.53	1	\$15.53
FUSF Contribution Recovery Fee	\$1.77	1	\$1.77
Telecom Service Recovery Charge	\$2.05	1	\$2.05

Total : \$19.35

Paid : \$19.35

BIG CHINO LEGAL CONFERENCE

SAI 7040 641.32-25



Invoice Number 9-014-48085	Invoice Date Dec 12, 2008	Account Number 1630-3151-5
--------------------------------------	-------------------------------------	--------------------------------------

FedEx Express Shipment Detail By Payor Type (Original)

Dropped off: Dec 04, 2008 Cust. Ref.: NO REFERENCE INFORMATION Ref.#:
 Payor: Shipper Ref.#:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 15.00% to this shipment.
- Distance Based Pricing, Zone 2

Automation	USAB	Sender	Recipient	
Tracking ID	852596380391	IVAN LEGLER	MELLA MORROW GERLICHER	
Service Type	FedEx Priority Overnight	TOWN OF PRESCOTT VALLEY	PERKINS COLE BROWN & BAING PA	
Package Type	FedEx Pak	7501 E CIVIC CIR	2901 N CENTRAL AVE	
Zone	02	PRESCOTT VALLEY AZ 86314-2275 US	PHOENIX AZ 85012 US	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs			
Delivered	Dec 05, 2008 09:29			
Svc Area	A1	Transportation Charge		7.18
Signed by	J.HOOD	Fuel Surcharge		0.50
FedEx Use	033905048/0012309/_	Total Charge	USD	\$7.68
Shipper Subtotal			USD	\$7.68
Total FedEx Express			USD	\$7.68

FedEx Ground Prepaid Detail (Original)

Pickup Date: Nov 17, 2008 Cust. Ref.: NO REFERENCE INFORMATION P.O.#:
 Payor: Shipper Dept.#: I.T.

- Other charges billed out of week.

Tracking ID	056 574010000316	Sender	Recipient	Direct Signature	2.50
Service Type	Direct Sign, Ppd	TOWN OF PRESCOTT VALLEY	Attn: Distribution Services	Total Charge	USD \$2.50
Zone	02	7501 E CIVIC CIR	SunGard Public Sector Inc.		
		PRESCOTT VALLEY AZ 86314-2275	1000 BUSINESS CENTER DR		
			LAKE MARY FL 32746		

Pickup Date: Nov 25, 2008 Cust. Ref.: NO REFERENCE INFORMATION P.O.#:
 Payor: Shipper Dept.#:

Tracking ID	056 574010000323	Sender	Recipient	Transportation Charge	4.32
Service Type	Ppd, Domestic	TOWN OF PRESCOTT VALLEY	Attn: RMA# 748945	Fuel Surcharge	0.29
Zone	08	7501 E CIVIC CIR	LAARS Heating Systems	Total Charge	USD \$4.61
Packages	1	PRESCOTT VALLEY AZ 86314-2275	20 INDUSTRIAL WAY		
Actual Weight	1.5 lbs		ROCHESTER NH 03867		
Rated Weight	2 lbs				
Delivered	Dec 02, 2008				

Prepaid Subtotal	USD	\$7.11
Total FedEx Ground	USD	\$7.11

DEC 17 2008

12/18

Copies to depts.

OK to pay
 CMA
 PO # 19251

Thank you for ordering with Office Depot Business Solutions Division

Order Info

Shipping Info:
LEGAL - JAN
LEGAL - JAN
7501 E CIVIC CIR FL 4
PRESCOTT VALLEY, AZ 86314-2263
USA

Contact:
JAN BEAR
(928) 759-3033 ext:0000

Comments:

CSTCNTR: LEGAL

541-7040-641-6110
~~101-4000-619-6110~~

F19322

Payment Info:

3-10-09
O.K. to pay
IL

Account Billing

Order Summary

Item Number	Our Price	Units	Quantity	Back Ordered	Extended Price
940320	\$1.45	each	60	0	\$87.00
Bankers Box®; FastFold®; Stor/File®; 100% Recycled Storage Box With Lift-Off Lid, 10" x 12" x 15", Letter/Legal, Brown BEST VALUE					
596044	\$10.12	box	20	0	\$202.40
Pendaflex®; Recycled Premium Reinforced Ready-Tab®; Hanging Folders, 1/5 Cut, 8 1/2" x 11", Standard Green, Pack Of 25					
944272	\$19.48	pack	1	0	\$19.48
Avery®; Laser File Folder Labels, 2/3" x 3 7/16", White, Box Of 1500 BEST VALUE					
810838	\$4.79	box	7	0	\$33.53
Office Depot®; Brand Recycled File Folders, 1/3 Cut, 8 1/2" x 11", Manila, Pack Of 100 HUB BEST VALUE					

Order Info:

Order #: 463075892-001
Order Date: 02/04/2009
Delivery Date: 02/05/2009
Date: 08:30 AM - 05:00 PM

Amount Total:

Subtotal \$342.41
Delivery Charge \$0.00
Misc \$0.00
Taxes: \$28.42
Total \$370.83

[Return to homepage](#)



Lea Duke

From: Cindy Reynolds [cindy.reynolds@suncorgolf.com]
Sent: Wednesday, March 18, 2009 10:15 AM
To: Lea Duke
Subject: Contract

*Cindy L. Reynolds
Food & Beverage Manager
StoneRidge Golf Course
928-775-9140
928-775-9130 fax*

Dear Lela,

Thank you for choosing StoneRidge for your April 1, 2009 council meeting. You have our banquet room from 11:30-5:30 and the fee is \$350.00.

Thank you,

Carol Biedermann
Assistant Food & Beverage Manager



INVOICE

Invoice Number:
756

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

Invoice Date:
3/05/09

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O JIM HOLT
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 86-0358435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		4/06/09	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp.-10/1-12/31/08	41,790.56	41,790.56		
1.00	PRESCOTT'S SHARE-WATER RANCH-PERSONNEL COSTS	12,576.41	12,576.41		
Total Due:				\$54,366.97	

Please detach and send this stub with remittance

Invoice Number: 756 Invoice Date: 3/05/09 Due Date: 4/06/09

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

*OK to pay
5/8/09*

MAKE CHECKS PAYABLE TO:

 TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

 \$54,366.97

#106

Water Ranch Billing
October 1, 2008 - December 31, 2008

Check Date	Check No.	Vendor	Amount
10/09/08	242449	Greenberg Traurig	\$ 8,333.33
10/10/08	242483	Perkins Coie Brown & Bain	6,516.69
11/05/08	242787	Greenberg Traurig	8,333.33
11/07/08	242818	Perkins Coie Brown & Bain	25,238.57
11/11/08	242958	Ballard Spahr Andrews & Ingersoll, LLP	13,626.05
11/17/08	242748	Westweb	600.00
11/20/08	242851	Westweb	600.00
12/01/08	242867	Ballard Spahr Andrews & Ingersoll, LLP	653.40
12/10/08	243219	Perkins Coie Brown & Bain	12,733.41
12/11/08	243110	Ballard Spahr Andrews & Ingersoll, LLP	506.25
12/11/08	243110	Ballard Spahr Andrews & Ingersoll, LLP	89.10
N/A	N/A	Telephone Charges	16.74
N/A	N/A	In-House Personnel Costs	23,246.60
			<u>100,493.47</u>
		City of Prescott (54.1%)	54,366.97
		Total Invoice to City of Prescott	<u>\$ 54,366.97</u>

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 358-8000
 ACCOUNTING: (206) 358-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

*OK to pay
 CMAA
 # 13043
 Rec'd # 11148
 PO*

ACCOUNT NUMBER: 60838-0003

October 10, 2008

Invoice 3831458

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 09/30/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$6,422.00
Disbursements and Other Charges	\$94.69
TOTAL DUE THIS INVOICE	\$6,516.69

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
09/02/08	P. Eckstein	1.80	Review public records materials sent by I. Legler; telephone conference with C. Auer; voice mail for G. Kidd;
09/09/08	P. Eckstein	0.10	Telephone conference with G. Kidd;
09/16/08	C. Blanchard	3.00	Conference with clients and PCBB team;
09/16/08	P. Eckstein	2.50	Attend strategy meeting with C. Auer, I. Legler, C. Blanchard and A. Gerlicher;
09/16/08	A. Gerlicher	3.30	Conference with I. Legler and C. Auer regarding challenges to Big Chino project;
09/19/08	A. Gerlicher	0.30	Telephone conference with C. Auer regarding SRP meeting;
09/25/08	A. Gerlicher	1.60	Review SRP litigation issues binder from client;
09/26/08	C. Blanchard	1.00	Conference with A. Gerlicher and P. Eckstein regarding possible legal arguments for declaratory judgment action;
09/26/08	P. Eckstein	1.00	Conference with C. Blanchard and A. Gerlicher; conference with J. Ahlers regarding legal research;
09/26/08	A. Gerlicher	0.80	Conference with P. Eckstein and C. Blanchard regarding SRP challenges to Chino project;
09/26/08	J. Ahlers	0.30	Confer with P. Eckstein and A. Gerlicher regarding research on "class of one rules" regarding the Arizona constitutional prohibition on special laws;
09/30/08	A. Gerlicher	0.70	Research CAP allocations;
09/30/08	J. Ahlers	0.60	Review file on Town of Gilbert v. Maricopa County regarding the Arizona constitutional prohibition on special laws; conduct legal research on "class of one rule" regarding special laws;

Total For Services \$6,422.00

Disbursements and Other Charges

Conference meals -
 P. Eckstein, I. Legler, et al., 9/16 94.69

Disbursement and Other Charges Total \$94.69

Total This Invoice \$6,516.69

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

RECEIVED

NOV 05 2008

LEGAL DEPT

Invoice No.: 2269010
File No.: 058994.021000
Bill Date: November 5, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*O.K. to pay
CMA
Reg # 13081
PO # 11179*

INVOICE

Re: Government Lobbying
Consulting Services October 2008

Total Fees: \$ 8,333.33

Current Invoice: \$ 8,333.33

Previous Balance (see attached statement): \$ 8,333.33

Total Amount Due: \$ 16,666.66

MKM:LK
Tax ID: 13-3613083



Invoice No.: 2269010
File No. : 058994.021000

Account Statement

<u>Date</u>	<u>Invoice #</u>	<u>Fees Due</u>	<u>Expenses Due</u>	<u>Other Due</u>	<u>Total Due</u>
10/09/08	2268989	8,333.33	0.00	0.00	8,333.33
	Totals:	\$ 8,333.33	\$ 0.00	\$ 0.00	\$ 8,333.33

GT
Greenberg
Traurig
LLP
Attorneys at Law
2375 East Camelback Road
Suite 700
Phoenix, Arizona 85016
Tel 602.445.8000 | Fax 602.445.8100 | www.gtllaw.com

MKM:LK
Tax ID: 13-3613083

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

ACCOUNT NUMBER: 60838-0003

November 7, 2008

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMH
 Reg. # 13082
 P.O. # 11180*

Invoice 3853739

INVOICE

FOR SERVICES THROUGH 10/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$25,220.50
Disbursements and Other Charges	\$18.07
TOTAL DUE THIS INVOICE	\$25,238.57

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
10/01/08	A. Gerlicher	1.50	Research CAP allocation;
10/01/08	J. Ahlers	6.20	Review file on Town of Gilbert v. Maricopa County regarding the Arizona constitutional prohibition on special laws; conduct legal research regarding "class of one" exception regarding special laws; confer with P. Eckstein and A. Gerlicher regarding status of research;
10/02/08	A. Gerlicher	6.00	Research water use challenges; conference with J. Ahlers regarding special laws; draft outline;
10/02/08	J. Ahlers	3.60	Review file on Town of Gilbert v. Maricopa County regarding the Arizona constitutional prohibition on special laws; conduct research "class of one" exception regarding special laws; confer with A. Gerlicher regarding status of research and legislative history of ARS 45-555;
10/02/08	A. Eichsteadt	0.50	Retrieve Arizona legislative history regarding groundwater withdrawn in the Big Chino for A. Gerlicher;
10/03/08	C. Blanchard	0.50	Exchange emails with J. Ahlers regarding special law analysis;
10/03/08	A. Gerlicher	3.00	Research and outline water law research;
10/03/08	J. Ahlers	3.10	Review file on Town of Gilbert v. Maricopa County regarding the Arizona constitutional prohibition on special laws; conduct legal research regarding "class of one" exception regarding special laws; confer with A. Gerlicher regarding status of research and legislative history of ARS 45-555; prepare draft memo on application of special law provision to ARS 45-555;
10/06/08	J. Ahlers	0.30	Review memo from A. Gerlicher on status of SRP challenge to Prescott's rights under ARS 45-555; confer with A. Gerlicher regarding memo on special law research on ARS 45-555;
10/07/08	A. Gerlicher	3.20	Begin drafting declaratory judgment complaint;
10/08/08	C. Blanchard	1.60	Review outline of arguments prepared by A. Gerlicher; exchange emails with J. Ahlers regarding special legislation issues; telephone conference with R. Maguire regarding same; review outline of arguments for 100 year supply and draft reply to comments regarding same;
10/08/08	A. Gerlicher	1.80	Review information from R. Maguire and incorporate into outline;
10/08/08	J. Ahlers	1.00	Confer with P. Eckstein, C. Blanchard and A. Gerlicher regarding status of challenge to Prescott's rights under ARS 45-555; review memo from R. Maguire on SRP challenge to Prescott's rights under ARS 45-555;

NOV 20 2008

Disbursements and Other Charges

Special postage

1.26

Disbursement and Other Charges Total \$18.07

Total This Invoice \$25,238.57**SUMMARY OF SERVICES:**

Attorney/Assistant	Hours Worked	Billing Rate	Total
C. Blanchard	8.90	430.00	3,827.00
A. Gerlicher	46.20	235.00	10,857.00
J. Ahlers	48.70	205.00	9,983.50
K. Slenker	2.10	180.00	378.00
S. Walsh	2.00	70.00	140.00
A. Eichsteadt	0.50	70.00	35.00
Total	108.40	232.66	\$25,220.50

CAB

This invoice is for current charges only.***Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.***

If payment is made by wire remittance, please direct to:

Perkins Coie

US Bank

Bank ABA # 125000105

Account # 1 535 5592 1235

Please reference your Perkins Coie Account No. 60838, Invoice 3853739

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

802-798-5400

FAX: 802-798-6595

TAX IDENTIFICATION NO. 23-0382195

Invoice Date: November 11, 2008

Invoice No.: 2008115096

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Client: Town of Prescott Valley (48328.00)
Matter: Big Chino Importation Project (018950)

*OK to pay
CMA # 13095
Res # 011192
PO*

INVOICE

Legal Services through 10/31/08:

Total Fees: \$13,435.20

Expenses:

Westlaw Research

190.85

Total Expenses: \$190.85

Current Invoice: \$13,626.05

TOTAL AMOUNT DUE: \$13,626.05

DEC -5 2008

Description of Professional Services Rendered:

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
08/01/08	Storey, LA	1.50	Work on groundwater importation research re HIA comments; review filings before GRRC.
08/06/08	Siele, NM	2.00	Review materials from L. Storey re draft comments; office conference with L. Storey re same; begin draft of comments; research legal issues for comment narrative.
08/07/08	Siele, NM	1.00	Continue work on comments to HIA Rules; review and respond to comments from L. Storey re same.
08/08/08	Siele, NM	1.00	Office conference with L. Storey re draft comments; revise same and send to Ms. Auer for review; phone conference with Ms. Auer re comments.
09/01/08	Storey, LA	1.60	Review incoming correspondence and articles re status of the Big Chino Importation projection, groundwater transportation rules, and status of Prescott's designation.
09/11/08	Storey, LA	0.50	Participate in ADWR surface water code meeting; follow up with client re status and issues raised in same.
09/15/08	Storey, LA	1.00	Participate in telephone conference re Big Chino issues; importation of water supplies; SRP objectives in limiting pumping; ADWR involvement in the process and status of Prescott Designation.
09/23/08	Storey, LA	2.00	Review various objections to Prescott Designation; follow up with Mary Davidson re same; review incoming correspondence re same and re related Big Chino matters.
09/25/08	Davidson, MG	1.30	Analyze instructions from L. Storey re objections to Prescott's designation and filing either comments or a motion to intervene; begin review and analysis of comments submitted.
09/26/08	Davidson, MG	1.00	Continue to analyze objections to City of Prescott's Application for Modification of Designation of Assured Water Supply; participate in conference call with City of Prescott and Town of Prescott Valley re coordinated response to objections.

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
			Prescott's Application for Modification of Assured Water Supply; draft summary of my recommendations for changes to the Reply; correspond with L. Storey regarding same.
10/09/08	Storey, LA	1.00	Review comments for Prescott Designation; follow up with Mary Davidson re same.
10/10/08	Storey, LA	2.20	Follow up re comments to objections on Prescott Designation; review incoming proposals and letters from Prescott Valley re Big Chino issues.
10/13/08	Storey, LA	0.80	Work with Mary Davidson re draft; review draft of response to be filed with ADWR by Prescott on Prescott's designation; consider approach; provide comments.
10/16/08	Storey, LA	0.80	Follow up re various Big Chino issues, including settlement discussions with SRP; partial time re incoming articles and correspondence re same; follow up re HIA transportation issue with Sandy Fabritz.
10/17/08	Storey, LA	2.30	Review final version of Prescott's response to objections; follow up with Sandy Fabritz; partial time re incoming articles and correspondence re settlement discussions with SRP and bottom line negotiating position; partial time re legislative agenda for upcoming session on water issues, including effluent and surface water code modifications.
10/20/08	Storey, LA	1.00	Review various incoming documents and correspondence re negotiating over Big Chino importation and next steps with ADWR on Prescott designation; review response to objections and consider same; call to Sandy Fabritz at ADWR re scope of issues.
10/21/08	Storey, LA	2.30	Prepare for and attend meeting at ADWR with Chino Valley representatives, Karen Smith, Ken Slowinski, Fred Breedlove and Herb Guenther re proposed effluent legislation; follow up with client re same.
10/23/08	Storey, LA	0.70	Brief meeting with Sandy Fabritz re HIA importation rules and re Big Chino issues; follow up with Mike Pearce re same.
10/24/08	Storey, LA	0.50	Review incoming correspondence re team effort, SRP

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

*OK to pay
 CMT
 FPo# 18560*

Invoice

Date	Invoice #
10/20/2008	10324

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

Terms	Net 30
Due Date	11/19/2008

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

Domain Name 1	protectingourwaterresources.co		
Domain Name 2			
Domain Name 3			
Domain Name 4		Total	\$600.00
Domain Name 5		Paid on Acct	\$0.00
Domain Name 6		Balance	\$600.00
It's been a pleasure working with you!			

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
11/20/2008	10348

*OK to pay
 CMA
 FPO # 18609*

Bill To

Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

Terms	Net 30
Due Date	12/20/2008

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

NOV 20

Domain Name 1	protectingourwaterresources.co		
Domain Name 2			
Domain Name 3			
Domain Name 4		Total	\$600.00
Domain Name 5		Paid on Acct	\$0.00
Domain Name 6		Balance	\$600.00
It's been a pleasure working with you!			

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 802-798-6585

TAX IDENTIFICATION NO. 23-0382195

Invoice Date: November 8, 2008

Invoice No.: 2008114143

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

*OK to pay
CMA
FPO # 18667*

Client: Town of Prescott Valley (48328.00)
Matter: General Water (019323)

INVOICE

Legal Services through 10/31/08:

Total Fees:	\$653.40
Current Invoice:	\$653.40
TOTAL AMOUNT DUE:	<u>\$653.40</u>

DEC - 1

Description of Professional Services Rendered:

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
10/15/08	Davidson, MG	0.80	Partial time to attend Statewide Water Advisory Group meeting at ADWR; draft summary of meeting; conference with L. Storey regarding same and possible ADWR request for legislation to limit the transportation of effluent.
10/17/08	Davidson, MG	0.30	Correspond with L. Storey regarding proposed effluent transportation prohibitions.
10/22/08	Davidson, MG	1.10	Partial time to attend meeting of Water Rump Group; draft summary of meeting and legislative proposals from ADWR and CAWCD, including the proposal to prohibit the interbasin transfer of effluent; conference with L. Storey regarding meeting.
		2.20	TOTAL HOURS

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
MG Davidson	2.20	330.00	726.00

Fees	\$726.00
Less: 10% Discount	<u>72.60</u>
Total Fees	\$653.40

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOSTON • CHICAGO • DENVER • LOS ANGELES • MADISON • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.
 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER 60838-0003

December 10, 2008

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 chd*
 Invoice 3880744
 Reg # 13124
 PO # 11214

INVOICE

FOR SERVICES THROUGH 11/30/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$11,694.65
Disbursements and Other Charges	\$1,038.76
TOTAL DUE THIS INVOICE	\$12,733.41

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
11/03/08	C. Blanchard	0.30	Exchange emails with A. Gerlicher regarding draft memorandum on possible declaratory judgment;
11/03/08	J. Ahlers	0.10	confer with C. Blanchard and A. Gerlicher re status of memo to client on declaratory judgment action;
11/05/08	A. Gerlicher	1.00	Review final draft of Reply to SRP's Objections;
11/05/08	J. Ahlers	0.10	Confer with C. Blanchard, A. Gerlicher and K. Slenker regarding citechecking and revisions to interim memo on declaratory judgment action
11/06/08	C. Blanchard	1.60	Exchange emails with A. Gerlicher regarding declaratory judgment options memorandum; telephone conference with I. Legler and C. Auer regarding developments; telephone conference with L. Faeth's assistant regarding same;
11/06/08	P. Eckstein	0.70	Telephone conference with C. Auer, I. Legler, C. Blanchard and A. Gerlicher;
11/06/08	A. Gerlicher	0.70	Telephone conference with C. Auer and I. Legler regarding ADWR developments;
11/07/08	P. Eckstein	2.50	Review and revision of memorandum drafted by A. Gerlicher; telephone conference with A. Gerlicher regarding same;
11/07/08	B. Stam	4.50	Cite check memo regarding Big Chino Project: legal challenges to SRP;
11/07/08	A. Gerlicher	1.50	Revise interim memorandum;
11/07/08	J. Ahlers	1.80	Revise memo on interim declaratory judgment; confer with P. Eckstein and A. Gerlicher regarding edits; confer with A. Gerlicher and B. Stam regarding citecheck; organize and maintain file;
11/10/08	A. Gerlicher	0.80	Finalize and send interim memorandum;
11/10/08	J. Ahlers	1.40	Revise interim memo on declaratory judgment action;
11/11/08	C. Blanchard	0.40	Telephone conference with R. Ober regarding Governor's office strategy;
11/12/08	C. Blanchard	1.00	Review DWR decision letter and order;
11/12/08	P. Eckstein	1.00	Read emails and read decision of Arizona Department of Water;
11/12/08	A. Gerlicher	0.30	Review ADWR letter;
11/12/08	J. Ahlers	0.03	Revise interim memo on declaratory judgment action;
11/14/08	A. Gerlicher	0.30	Review ADWR Order and Judgment;
11/17/08	C. Blanchard	0.40	Exchange emails with team and client regarding new developments;
11/18/08	C. Blanchard	1.20	Prepare for and participate in telephone conference with C. Auer, I.

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

802-798-5400

FAX: 802-798-5595

TAX IDENTIFICATION NO. 23-0382195

Invoice Date: December 9, 2008

Invoice No.: 2008125553

*OK to pay
CMAA
FPO # 18839*

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Client: Town of Prescott Valley (48328.00)
Matter: Big Chino Importation Project (018950)

INVOICE

Legal Services through 11/30/08:

Total Fees:	\$506.25
Current Invoice:	\$506.25
Plus: Unpaid Prior Balance:	\$12,688.05
TOTAL AMOUNT DUE:	<u>\$13,194.30</u>

DEC 12 2008

Description of Professional Services Rendered:

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
11/04/08	Storey, LA	0.60	Review incoming correspondence from Big Chino team regarding status of SRP issues, Prescott designation, and next steps; call to client regarding same.
11/10/08	Storey, LA	0.90	Follow up and review status of Prescott Designation; review documents on website and related Big Chino matters; consider response from ADW regarding Prescott designation. .
		1.50	TOTAL HOURS

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
I.A Storey	1.50	375.00	562.50
Fees			\$562.50
Less: 10% Discount			<u>56.25</u>
Total Fees			\$506.25

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

3300 NORTH CENTRAL AVENUE, SUITE 1800

PHOENIX, ARIZONA 85012-2518

602-798-5400

FAX: 602-798-5595

TAX IDENTIFICATION NO. 23-0382195

Invoice Date: December 9, 2008

Invoice No.: 2008125552

*Ok to pay
CMAA
FPO #18840*

Mr. Ivan Legler, Esq.
Town Attorney
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Client: Town of Prescott Valley (48328.00)
Matter: General Water (019323)

INVOICE

Legal Services through 11/30/08:

Total Fees:	\$89.10
Current Invoice:	\$89.10
TOTAL AMOUNT DUE:	<u>\$89.10</u>

Description of Professional Services Rendered:

<u>DATE</u>	<u>NAME</u>	<u>HOURS</u>	<u>DESCRIPTION</u>
11/12/08	Davidson, MG	0.30	Review notice from Arizona Department of Water Resources regarding its 2009 legislative agenda, including proposed prohibition of transfer of effluent between groundwater basins; correspond with L. Storey regarding same.
		.30	TOTAL HOURS

TIMEKEEPER SUMMARY

<u>NAME</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
MG Davidson	0.30	330.00	99.00
Fees			\$99.00
Less: 10% Discount			<u>9.90</u>
Total Fees			\$89.10



INVOICE

Invoice Number:
710

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

Invoice Date:
10/28/08

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O JIM HOLT
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 86-0356435

Customer ID		Payment Terms		Due Date	
/106		NET 30 DAYS		11/27/08	
Quantity	Description	Unit Price	Extension		
1.00	Prescott's Share-Water Ranch Exp. 7/3-10/2/08	31,586.83	31,586.83		
1.00	PRESCOTT'S SHARE-WATER RANCH-PERSONNEL COSTS	12,809.11	12,809.11		
			Total Due:		\$44,395.94

Please detach and send this stub with remittance

Invoice Number: 710 Invoice Date: 10/28/08 Due Date: 11/27/08

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$44,395.94

Water Ranch Billing
 May 1, 2008 - September 30, 2008

Check Date	Check No.	Vendor	Amount
07/03/08	240189	Greenberg Traurig	\$ 6,182.86
07/03/08	240225	Perkins Coie Brown & Bain	10,002.50
07/24/08	240560	Perkins Coie Brown & Bain	258.00
07/31/08	240653	Greenberg Traurig	8,333.33
08/21/08	241048	Greenberg Traurig	8,517.08
09/04/08	241313	Perkins Coie Brown & Bain	1,379.50
09/12/08	241507	WestWeb Services	6,000.00
10/02/08	241810	Ballard Spahr Andrews & Ingersoll, LLP	9,381.00
10/02/08	241841	Greenberg Traurig	8,566.16
10/02/08	241863	Perkins Coie Brown & Bain	545.07
10/02/08	241902	WestWeb Services	600.00
N/A	N/A	In-House Personnel Costs	23,676.73
			<u>83,442.23</u>
		City of Prescott (54.1%)	45,142.25
		Less: Previously Invoiced	(746.31)
		Total Invoice to City of Prescott ^{#106}	<u>\$ 44,395.94</u>

541-0000-122-0000 \$31,586.83 PKCOI
 541-0000-479-1000 \$31,586.83

101-0000-122-0000 \$12,809.11 PRP&R
 101-0000-479-1000 \$12,809.11

~~check~~
 Correct Gr. # 895
 s/b 541-0000-479-1000 \$746.31
 not 541-7040-641-3225

Ballard Spahr Andrews & Ingersoll, LLP
Client Account Statement By Bill Within Matter
As of September 18, 2008

Client Name: Town of Prescott Valley

Client Number: 48328.00

Matter Number	Matter Name	Bill Date	Bill Number	Bill Amount	Payments and Credits	Amount Outstanding	Attorney
018950	Big Climo Importation Project	7/24/2008	2008074783	\$5,770.50	\$0.00	\$5,770.50	L.A. Storey
		8/28/2008	2008084555	\$3,610.50	\$0.00	\$3,610.50	L.A. Storey
Subtotal for Matter:				\$9,381.00	\$0.00	\$9,381.00	
Total for Client:				\$9,381.00	\$0.00	\$9,381.00	

*OK to pay
 Credit 989
 #12
 11097
 20*

COPY

Ballard Spahr Andrews & Ingersoll, LLP

Client Account Statement

As of September 11, 2008

Client Name: Town of Prescott Valley
 Matter Partner: LA Storey

Client Number: 48328.00

Matter Number	Matter Name	Bill Date	Bill Number	Bill Amount	Payments and Credits	Amount Outstanding	Relationship
018950	Big Chino Importation Project	7/24/2008	2008074783	\$5,770.50	\$0.00	\$5,770.50	LA Storey Partner
Total for Statement 2008074783:				\$5,770.50	\$0.00	\$5,770.50	
		8/28/2008	2008084555	\$3,610.50	\$0.00	\$3,610.50	LA Storey
Total for Statement 2008084555:				\$3,610.50	\$0.00	\$3,610.50	
Total for Client:				\$9,381.00	\$0.00	\$9,381.00	

COPY

This statement is not an invoice, and may not reflect all invoices sent within the last 30 days. For a current statement, please call our Accounts Receivable Team at 215-864-8350.

Greenberg Traurig

RECEIVED

JUN 09 2008

LEGAL DEPT

Invoice No. : 2164537
File No. : 058994.021000
Bill Date : June 6, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
check
leg # 12595
PO # 10709*

INVOICE

Re: Government Lobbying

Pro-rated Consulting Services for May 2008

Total Fees: \$ 6,182.86

Current Invoice: \$ 6,182.86

REC

MAY 25 2008

COPY

MKM:LK
Tax ID: 13-3613083



RECEIVED
JUL - 8 2008
LEGAL DEPT

Invoice No. : 2182761
File No. : 058994.021000
Bill Date : July 7, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

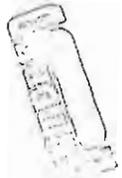
Attn: Ivan Legler, Esq.

*OK to pay
check
Reg. # 12798
10905
DO*

INVOICE

Re: Government Lobbying
Consulting Services for June 2008

Total Fees:	\$	8,333.33
Current Invoice:	\$	<u>8,333.33</u>
Previous Balance (see attached statement):	\$	6,182.86
Total Amount Due:	\$	<u>14,516.19</u>



COPY

MKM:LK
Tax ID: 13-3613083



RECEIVED
AUG - 6 2008
LEGAL DEPT

Invoice No. : 2202006
File No. : 058994.021000
Bill Date : August 5, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to PAY
CMT
Reg # 12892
PO # 11013*

INVOICE

AUG 15 2008

Re: Government Lobbying
Consulting Services for July 2008

Total Fees: \$ 8,333.33

Expenses:

Travel and Lodging Out of town 183.75

Total Expenses: \$ 183.75

Current Invoice: \$ 8,517.08

COPY

MKM:LK
Tax ID: 13-3613083

Invoice No.: 2202006
Re: Government Lobbying
Matter No.: 058994.021000

Description of Expenses Billed:

<u>DATE</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
06/09/08	VENDOR: Menlove, Mitchell INVOICE#: C051000425852080040 DATE: 7/1/2008 TYPE: Mileage; REASON: Client Billable-PHX-Govt-Shareholder; DATE: 06/09/08 - Roundtrip travel from Phoenix to Prescott Valley; MERCHANT: Phoenix to Prescott Valley	\$	90.02
06/30/08	VENDOR: Menlove, Mitchell INVOICE#: C051000425852080040 DATE: 7/1/2008 TYPE: Mileage; REASON: Client Billable-PHX-Govt-Shareholder; DATE: 06/30/08 - Roundtrip Phoenix to Prescott Valley; MERCHANT: Phoenix to Prescott Valley	\$	93.73
		Total Expenses:	\$ 183.75

COPY



RECEIVED
SEP 08 2008
LEGAL DEPT

Invoice No.: 2224549
File No. : 058994.021000
Bill Date : September 5, 2008

Town of Prescott Valley, Arizona
7501 E. Civic Circle
Prescott Valley, Arizona 86314

Attn: Ivan Legler, Esq.

*OK to pay
CMA
12990
Reg.
11098*

INVOICE

Re: Government Lobbying
Consulting Services for August 2008

Total Fees: \$ 8,333.33

Expenses:

Travel and Lodging Out of town 232.83

Total Expenses: \$ 232.83

Current Invoice: \$ 8,566.16

COPY

MKM:LK
Tax ID: 13-3613083

Invoice No.: 2224549
Re: Government Lobbying
Matter No.: 058994.021000

Description of Expenses Billed:

<u>DATE</u>	<u>DESCRIPTION</u>		<u>AMOUNT</u>
07/16/08	VENDOR: Menlove, Mitchell INVOICE#: C051000425852080041 DATE: 8/1/2008 TYPE: Mileage; REASON: Client Billable-PHX-Govt-Shareholder; DATE: 07/16/08 - Roundtrip from Phoenix to Cottonwood; MERCHANT: Cottonwood	\$	124.02
07/30/08	VENDOR: Menlove, Mitchell INVOICE#: C051000425852080041 DATE: 8/1/2008 TYPE: Mileage; REASON: Client Billable-PHX-Govt-Shareholder; DATE: 07/30/08 - Roundtrip Phoenix to Prescott Valley; MERCHANT: Prescott Valley	\$	108.81
		Total Expenses:	\$ 232.83

COPY

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSBAIN.COM
 TAX I.D. NUMBER: 91-0591205

ACCOUNT NUMBER: 60838-0003

June 11, 2008

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to PAY
 Check
 Reg. # 12592
 D# 10706*

Invoice 3752986

25 INVOICE

FOR SERVICES THROUGH 05/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$10,002.50
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$10,002.50

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
04/25/08	C. Blanchard	2.60	Review materials regarding Big Chino Basin project and issues; review applicable law; exchange emails regarding project with clients and team;
04/27/08	A. Gerlicher	1.20	Review background documents regarding Chino Valley project;
04/28/08	C. Blanchard	7.20	Prepare for and participate in conference with I. Leglar, C. Auer, R. Maguire and Perkins Coie team regarding background on engagement; participate in conference with Town and City staff and finance experts on public-private partnerships; conference with lawyers for City and Town regarding possible solutions to various problems with Big Chino Valley Project;
04/28/08	A. Gerlicher	2.90	Conference with C. Auer and I. Legler regarding Chino Valley project;
05/01/08	A. Gerlicher	2.50	Study materials regarding Big Chino project;
05/02/08	A. Gerlicher	2.40	Study materials related to Big Chino project and Arizona groundwater management;
05/07/08	C. Blanchard	0.60	Exchange emails with R. Maguire regarding legal service meetings and meeting with M. Memlove; review emails from client;
05/12/08	C. Blanchard	1.00	Prepare for and participate in telephone conference with M. Memlove and R. MacGuire regarding public affairs strategy;
05/13/08	C. Blanchard	0.20	Telephone conference with D. Barr regarding public record issues;
05/15/08	C. Blanchard	0.60	Email with D. Burke regarding project; telephone conference with C. Auer and I. Legler regarding status;
05/16/08	C. Blanchard	0.40	Review report on meeting with H. Guenther; exchange emails with client regarding same;
05/19/08	D. Barr	0.70	Telephone conferences with R. McGuire; review documents emails by Ms. McGuire;
05/19/08	C. Blanchard	0.60	Exchange emails with D. Barr regarding status of public records request issues; exchange emails with R. Maguire regarding communication with Governor's office;
05/20/08	C. Blanchard	0.60	Conference with D. Burke regarding Governor's views; telephone conference with R. Maguire regarding same;
05/27/08	C. Blanchard	0.50	Review email from R. Maguire regarding legal services committee meeting; review revised document on Big Chino project;
5/28/08	C. Blanchard	0.30	Telephone conference with clients regarding meeting with Governor's office;
05/29/08	C. Blanchard	0.50	Prepare for telephone conference with legal team;

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

COPY

Date	Attorney/Assistant	Hours	Description of Services
05/30/08	C. Blanchard	2.60	Prepare for and participate in telephone conference with legal work group;

Total For Services \$10,002.50

Total This Invoice \$10,002.50

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
D. Barr	0.70	395.00	276.50
C. Blanchard	17.70	430.00	7,611.00
A. Gerlicher	9.00	235.00	2,115.00
Total	27.40	365.05	\$10,002.50

CAB

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 3752986

FORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3089
 MAIN TELEPHONE NUMBER: (208) 359-8000
 ACCOUNTING: (208) 359-3143 - CLIENTACCT@PERKINSBAIN.COM
 TAX I.D. NUMBER: 91-0591208

OK to pay
 #17122
 PPO

ACCOUNT NUMBER: 60838-0003

July 11, 2008

Invoice 3772897

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 06/30/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$258.00
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$258.00

Big Chico Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
06/05/08	C. Blanchard	0.60	Review report on meeting with SRP; review emails regarding same;

Total For Services	\$258.00
Total This Invoice	\$258.00

JUL 17 2008

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
C. Blanchard	0.60	430.00	258.00
Total	0.60	430.00	\$258.00

CAB

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235
 Please reference your Perkins Coie Account No. 60838, Invoice 3772897

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

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Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

ACCOUNT NUMBER: 60838-0003

August 11, 2008

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 CMAA
 Reg. # 12934
 PO # 11039*

Invoice 3791417

INVOICE

FOR SERVICES THROUGH 07/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$1,379.50
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$1,379.50

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
07/10/08	C. Blanchard	0.50	Exchange emails with R. Meisner regarding upcoming meetings;
07/14/08	C. Blanchard	0.30	Exchange emails with R. McGuire regarding preparation for August meetings;
07/25/08	F. Eckstein	1.50	Participate in Legal Work Group Conference Call;
07/30/08	P. Eckstein	0.40	Telephone conference with I. Legler and C. Auer regarding waiver of attorney-client privilege issues if attorneys make presentations to a work study group meeting;

Total For Services \$1,379.50

Total This Invoice \$1,379.50

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
C. Blanchard	0.80	430.00	344.00
P. Eckstein	1.90	545.00	1,035.50
Total	2.70	510.93	\$1,379.50

CAB

This invoice is for current charges only.

Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.

If payment is made by wire remittance, please direct to:

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235

COPY

Please reference your Perkins Coie Account No. 60838, Invoice 3791417

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)

Perkins Coie Brown & Bain

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 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3099
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591206

*OK to pay
CMAA
#17918*

ACCOUNT NUMBER: 60838-0003

September 11, 2008

Invoice 3811129

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

INVOICE

FOR SERVICES THROUGH 08/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$545.00
Disbursements and Other Charges	\$0.07
TOTAL DUE THIS INVOICE	\$545.07

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
08/06/08	P. Eckstein	1.00	Participate in telephone conference with C. Auer, I. Legler, R. Pearson, M. Pearce, et al. regarding attorney/client and work product issues to be aware of at August 12 work-study session; conference call with I. Legler and C. Auer regarding SRP's position on costs for monitoring ground water and replenishment district;

Total For Services \$545.00

Disbursements and Other Charges

Long distance telephone charges 0.07

Disbursement and Other Charges Total \$0.07

Total This Invoice \$545.07

SUMMARY OF SERVICES:

Attorney/Assistant	Hours Worked	Billing Rate	Total
P. Eckstein	1.00	545.00	545.00
Total	1.00	545.00	\$545.00

CAB

***This invoice is for current charges only.
 Outstanding invoices from prior billing cycles will be summarized on a separate Statement of Account.***

If payment is made by wire remittance, please direct to:

COPY

COPY

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 12th day of September, 2008, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and Amy Jordan d/b/a WestWeb Services (hereinafter the "CONSULTANT");

WITNESSETH:

WHEREAS, the TOWN and the City of Prescott ("CITY") (together, the "COMMUNITIES") have heretofore entered into an Intergovernmental Agreement dated December 7, 2004 ("IGA") with regard to the Big Chino Water Ranch Project ("PROJECT"); and

WHEREAS, the IGA provides that one of the parties may contract for services subject to proportionate reimbursement by the other party; and

WHEREAS, in furtherance of the Project the Communities have determined that they jointly need professional services for public relations, more particularly website design and maintenance; and

WHEREAS, Section 16 of the CITY's Procurement Code allows for direct award of a contract for personal services where justified due to the particular expertise of the professional consultant; and

WHEREAS, TOWN Code §3-04-080 permits the TOWN to secure professional services without formal bidding, and §3-02-010(E)(11) authorizes the TOWN Manager to sign contracts for services in an amount less than \$16,000.00; and

WHEREAS, the TOWN has heretofore entered into and administered an agreement with Greenberg Traurig LLP for lobbying and public relations services, and the COMMUNITIES have informally agreed that the TOWN should also enter into and administer an agreement with the CONSULTANT to develop a professional website for the PROJECT; and

WHEREAS, the CONSULTANT has met with designated personnel from the COMMUNITIES and shown that CONSULTANT has the necessary skill and expertise to provide the services necessary to develop such a professional website for the PROJECT;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROVISIONS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1. SERVICES TO BE PROVIDED. The CONSULTANT shall provide the website design and maintenance services set forth in the Website Design Proposal attached hereto as Exhibit "A" and expressly made part hereof. In so doing, the CONSULTANT shall furnish all necessary supervision, labor and materials, and shall

COPY

obtain any and all licenses and permits required for performance of the services.

Nothing herein shall preclude the TOWN from using its own staff to carry out similar work, separately or in cooperation with the CONSULTANT. Furthermore, nothing herein shall preclude the TOWN from entering into additional agreements for similar services with other consultants.

ARTICLE 2. SCHEDULING SERVICES. The TOWN and the CONSULTANT shall reasonably cooperate in the scheduling of the services provided by the CONSULTANT, as set forth in the attached Website Design Proposal.

ARTICLE 3. AGREEMENT TERM. Unless otherwise terminated as set forth in Article 9 hereinafter, the term of this Agreement shall be from September 15, 2008 through September 14, 2009. This Agreement shall automatically renew for successive terms of one year unless otherwise terminated in accordance with Article 9. Each year of this Agreement, the payment for satisfactory performance shall be renegotiated by the parties on or before August 15 of each year. Failure to negotiate said payment shall result in termination as of the end of the term.

ARTICLE 4. PAYMENT. For satisfactory performance of the described services during the initial Term, the TOWN will pay the CONSULTANT as follows:

\$13,200.00 flat fee

The \$6,000.00 of the flat fee shall be paid within fifteen (15) days after the date of this Agreement, and the balance shall be paid in increments of \$600.00 per month. The \$6,000.00 will cover the cost of SEO Optimization (\$2,500.00), initial programming and php (\$2,500.00) and design (\$1,000.00). The \$600.00 monthly increments shall be subject to monthly invoices submitted by the CONSULTANT setting forth the services performed with supporting documents. However, ten percent (10%) of each monthly payment shall be retained by the TOWN until such time as the initial website design has been completed to the reasonable satisfaction of the TOWN, at which time the retainage shall be paid to the CONSULTANT. Payment shall be made within thirty (30) days after invoices are received unless disputed by the TOWN. In case of such dispute, the TOWN shall so notify the CONSULTANT within ten (10) days after the disputed invoice is received and shall meet with the CONSULTANT to reasonably resolve the dispute within thirty (30) days after the disputed invoice is received. If the dispute cannot be resolved by the parties, this Agreement shall be considered terminated at the end of the sixtieth (60th) day after the disputed invoice is received and the parties shall close out the Agreement as set forth therein. In case of non-payment by the TOWN of undisputed invoices, interest shall be added to the unpaid

COPY

balance at the rate of one and five-tenths percent (1.5%) for each full month of delinquency.

ARTICLE 5. INDEMNIFICATION. The CONSULTANT hereby expressly indemnifies and holds harmless the COMMUNITIES, their officers, employees, agents, and successors, and assigns for, from and against any and all claims, demands, suits, settlements, judgments, losses, costs, expenses, and damages of every kind and description (including attorneys' fees), to the extent such claims, demands, suits, settlements, judgments, losses, costs, expenses, and damages result from, arise out of, or are in any way connected with any negligent act, error, or omission of the CONSULTANT in the performance or non-performance of the services provided under this Agreement.

ARTICLE 6. WORKERS' COMPENSATION. The CONSULTANT shall comply with all applicable workers' compensation and employer's liability requirements in Arizona, and shall furnish proof thereof satisfactory to the TOWN upon request.

ARTICLE 7. INSURANCE. Without limiting any liabilities or other obligations of the CONSULTANT hereunder, the CONSULTANT shall, prior to commencing work hereunder, secure and continuously carry with insurers authorized to do business in Arizona the following insurance coverages:

Automobile Liability insurance with minimum limits of \$100,000.00 each person, \$300,000.00 each occurrence, and \$50,000.00 property damage with respect to the CONSULTANT's vehicles whether owned, hired, or non-owned, assigned to or used in the performance of the services hereunder.

The policies required herein shall include provisions or endorsements naming the TOWN as an additional-insured.

ARTICLE 8. PROFESSIONAL RESPONSIBILITY. The CONSULTANT shall perform the services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such services with respect to services similar to those contemplated hereunder.

ARTICLE 9. TERMINATION. The TOWN may terminate this Agreement at any time without cause prior to its term by sending to the CONSULTANT written notice dated fifteen (15) days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all work satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for services not yet performed.

ARTICLE 10. OWNERSHIP OF PROGRAMS AND DESIGNS. All documents (whether printed or stored as electronic, magnetic, or digital information) including, but not limited to, programs, data, recordings, and notes, are and remain the property of the TOWN. The CONSULTANT shall, upon completion of the services or at

the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents (whether complete or partially complete) produced or collected by the CONSULTANT in the CONSULTANT's performance under this Agreement. The CONSULTANT may, at the CONSULTANT's expense, reproduce and retain a copy of the programs, data, recordings, notes, etc. collected or produced under this Agreement.

ARTICLE 11. NONDISCLOSURE. Except as otherwise required by law or this Agreement, the CONSULTANT and any of CONSULTANT's subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by them in connection with the CONSULTANT's performance under this Agreement.

ARTICLE 12. LAWS AND REGULATIONS. The CONSULTANT shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances in the CONSULTANT's performance under this Agreement, including without limitation those governing wages, hours, employment discrimination, and safety.

ARTICLE 13. PATENT AND COPYRIGHT. In addition to any other indemnification herein, the CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT or the CONSULTANT's subcontractors, agents or assigns (or anyone of a like nature), in the performance of the services provided under this Agreement, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 14. INDEPENDENT CONTRACTOR. The CONSULTANT shall perform the work hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees or subcontractors of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 15. ASSIGNMENT. The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written

consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 16. NONWAIVER. The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 17. SEVERABILITY. Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 18. GOVERNING LAW. This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 19. ATTORNEYS' FEES. In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 20. SAVINGS CLAUSE. In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 22. CONFLICT-OF-INTEREST. This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the Town.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

COPY

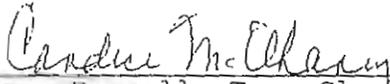
TOWN OF PRESCOTT VALLEY, a
municipal corporation of Arizona,
(TOWN)



~~Harvey E. Kroog, Mayor~~

Larry Tarkowski, Town Mngr
(less than \$16,000.00)

ATTEST:


~~Diane Russell, Town Clerk~~
Cardie McElhenny
APPROVED AS TO FORM:


Ivan Legler, Town Attorney

, d/b/a
WestWeb Services



COPY

Exhibit A
Website Design Proposal

COPY

WestWeb Services

2475 Short Spur Trail
Prescott, Arizona 86305

Phone: 928-708-9875

Website Design Proposal

Project Name: Big Chino Water Ranch Project

Scope

Based on our discussions, WestWeb Services is pleased to propose that the following items be included in the new website for the Big Chino Water Ranch Project.

1. The designated representatives of the City of Prescott and the Town of Chino Valley will provide all the text for the pages for the website in electronic format (e.g. MS-Word, WordPerfect and/or Email).
2. The website's main objective will be to provide updates to visitors about various aspects of the Big Chino Water Ranch Project.
3. WestWeb Services will provide the initial HTML coding for the various sections of the website, along with additional programming (CGI, PHP).
4. WestWeb Services will assist with development of a Domain Name and shall arrange for Domain Name registration /set up (10 years).
5. WestWeb Services will provide the website design and graphics.
6. WestWeb Services will design a site map for the website.
7. WestWeb Services will provide for SEO optimization (annual and ongoing process).
8. WestWeb Services will arrange for collection and reporting of website statistics.
9. WestWeb Services will provide for unlimited Email accounts.
10. WestWeb Services will provide monthly updates/maintenance.
11. WestWeb Services will provide automatic daily back ups.
12. Westweb Services will provide unlimited disk space.

COPY

Platform

The following Operating System will be used:

Linux: This will provide WestWeb Services the following components on the server: CGI bin directory configured; MySQL database; and Apache web server.

TOTAL COST (Initial Term) = 13,200.00

Schedule

As requested, the entire website can be set-up in approximately 9 calendar days (based on the speed at which the content becomes available from the designated staff. WestWeb Services will stop all projects it is currently working on to complete this website in the designated 9 days.

Once the website is up and running, WestWeb Services will continue to update, maintain, monitor and make improvements to the site during the initial term.

COPY

WestWeb Services
 2475 Short Spur Trail
 Prescott, AZ 86305

Invoice

Date	Invoice #
9/20/2008	10294

Bill To
 Town of Prescott Valley
 Colleen Auer
 7501 E Civic Circle
 Prescott Valley AZ 86314

*OK to pay
 check
 PO # 179916*

Terms	Net 30
Due Date	10/20/2008

Service Date	Qty	Service Item	Description	Rate	Amount
		Other	Monthly maintenance, PHP Programming, Email database, Revisions and Updates, Design Work	600.00	600.00

Domain Name 1	protectingourwaterresources.co		
Domain Name 2			
Domain Name 3			
Domain Name 4		Total	\$600.00
Domain Name 5		Paid on Acct	\$0.00
Domain Name 6		Balance	\$600.00
It's been a pleasure working with you!			

COPY



INVOICE

Invoice Number:
699

Invoice Date:
9/15/08

Town of Prescott Valley
 ATTN: Accounts Receivable
 7501 E. Civic Circle
 Prescott Valley, AZ 86314
 928-759-3008

To: CITY OF PRESCOTT-PUBLIC WORKS
 C/O JIM HOLT
 201 S CORTEZ
 PRESCOTT, AZ 86303

Federal ID Number 88-0356436

Customer ID	Payment Terms	Due Date	
/106	NET 30 DAYS	10/15/08	
Quantity	Description	Unit Price	Extension
1.00	Prescott's Share-Perkins Cole-per Prescott/PV IGA	746.31	746.31
Total Due:			\$746.31

Please detach and send this stub with remittance

Invoice Number: 699 Invoice Date: 9/15/08 Due Date: 10/15/08

Customer ID /106

Cust Name CITY OF PRESCOTT-PUBLIC WORKS

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
 ATTN: ACCOUNTS RECEIVABLE
 7501 E. CIVIC CIRCLE
 PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

\$746.31

TOWN OF PRESCOTT VALLEY
ACCOUNTS RECEIVABLE
INVOICE REQUEST

Date: 9/10/2008 Requestor: Cauer Print

Department: Legal Phone #: 928-759-3084

Please issue an invoice from the Town of Prescott Valley to:

Vendor Name: City of Prescott #106
Street Address: 201 S. Cortez
City: Prescott State: AZ 86303
To the Atten of: Jim Holt
Contact Name: Colleen Auer Phone No. 928-759-3084

The reason for this invoice is:

Prescott's share of billing by Perkins Cole under Prescott/PV IGA

PKCOI

Total amount to be billed: 54.1% of the bill

Attached items to be mailed with this invoice: Copy of Perkins Cole bill

Please circle if billing is:

		Repetitive	
One-time	Monthly	Quarterly	Annual

If billing is repetitive indicate a billing start date _____ and end date _____.

When the funds are received, deposit them to account:

Account Number: Please ask Bill Kauppi for this info.

Account Title: _____

Approved by: Bill Kauppi

Please Sign your name

If you need more space, please attach additional forms.

Return completed request to: Linda Stickle, Finance Dept.

Accounts Receivable use only

Date Entered: _____ Invoice No.: _____ Entered by: _____

Linda Stickley

From: Colleen Auer
Sent: Wednesday, September 10, 2008 10:24 AM
To: Linda Stickley
Subject: RE: Invoice from Perkins Cole Brown & Bain for \$1,379.50
Attachments: Copy of Accounts Receivable Invoice Request Form.xls

Linda:
I've filled in the information I know. Bill Kauppl should provide the account information and either Bill or I can sign the form. Thanks.

From: Linda Stickley
Sent: Wednesday, September 10, 2008 9:45 AM
To: Colleen Auer
Subject: Invoice from Perkins Cole Brown & Bain for \$1,379.50

Hi Colleen

I have received a copy of the above invoice and a copy of a purchase order noting that we need to bill Prescott for 54.1% of the total. I need additional information to create this invoice. I have attached an invoice request form that, when completed, gives me all that I need to accomplish this.

Please contact me if you have any questions

Linda Stickley
Accounting Technician
Town of Prescott Valley
(928)759-3008
Fax: (928)759-3110
lstickley@pvaz.net

Perkins Coie Brown & Bain

ANCHORAGE • BEIJING • BELLEVUE • BOISE • CHICAGO • DENVER • LOS ANGELES • MENLO PARK • PHOENIX • PORTLAND • SAN FRANCISCO • SEATTLE • SHANGHAI • WASHINGTON, D.C.
 CENTRALIZED ACCOUNTING DEPARTMENT
 1201 THIRD AVENUE, 40TH FLOOR
 SEATTLE, WASHINGTON 98101-3088
 MAIN TELEPHONE NUMBER: (206) 359-8000
 ACCOUNTING: (206) 359-3143 - CLIENTACCT@PERKINSCOIE.COM
 TAX I.D. NUMBER: 91-0591208

ACCOUNT NUMBER: 60838-0003

August 11, 2008

Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

*OK to pay
 EMA
 Reg # 12934
 #11039*

Invoice 3791417

COPY

INVOICE

FOR SERVICES THROUGH 07/31/08, IN CONNECTION WITH THE FOLLOWING:

Total Services	\$1,379.50
Disbursements and Other Charges	\$0.00
TOTAL DUE THIS INVOICE	\$1,379.50

Big Chino Valley Water Transfer

Date	Attorney/Assistant	Hours	Description of Services
07/10/08	C. Blanchard	0.50	Exchange emails with R. Meisner regarding upcoming meetings;
07/14/08	C. Blanchard	0.30	Exchange emails with R. McGuire regarding preparation for August meetings;
07/25/08	P. Eckstein	1.50	Participate in Legal Work Group Conference Call;
07/30/08	P. Eckstein	0.40	Tel. with Meisner and C. Auer regarding waiver of sentations to a atc woi

Linda,

\$1,379.50

\$1,379.50

Linda -

SUMMARY OF SE

<u>Attorney/Assistar</u>
C. Blanchard
P. Eckstein
Total

CAB

Outstanding

If payment is made

Perkins Coie
 US Bank
 Bank ABA # 125000105
 Account # 1 535 5592 1235

This is the invoice we'll be payout out on 9/4/08 - for pot# 11039 - where part of it will be billed back to the City of Prescott - Trax! Carolyn

0.*

1,379.50x
 0.541=
 746.3101

Please reference your Perkins Coie Account No. 60838, Invoice 3791417

INFORMATION MAY BE SUBJECT TO ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT PRIVILEGES

CURRENT CHARGES ONLY. UNPAID BALANCES NOT INCLUDED.
 DISBURSEMENTS NOT YET RECORDED WILL BE INCLUDED IN FUTURE INVOICES.
 PAYMENT DUE IN U.S. DOLLARS UPON RECEIPT OF INVOICE.
 PERKINS COIE LLP AND AFFILIATES (PERKINS COIE BROWN & BAIN P.A. IN ARIZONA)



PURCHASE ORDER

PAGE # 1

PURCHASE ORDER
NO. 011039

TOWN OF PRESCOTT VALLEY
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314
928-759-3128 928-759-3110 Fax

DATE: 08/22/08

VENDOR #: 2395
NAME: PERKINS COIE LLP
ADDRESS: 1201 THIRD AVE., STE 4800
SEATTLE, WA 98101-3099

SHIP TO:
TOWN OF PRESCOTT VALLEY
LEGAL
4TH FLOOR
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314

Our P.O.# MUST Appear on ALL Invoices, Packages and Correspondence

DELIVERY DATE		REQUISITION NUMBER / REQUISITIONED BY		CONFIRM TO/CONTACT #	
08/22/08		12934 CAUER		DAVID SHAUL	
POB		ACCOUNT NUMBER & PROJECT NUMBER		PAYMENT TERMS	
		541-7040-641.32-25		NET/30	
ITEM #	QUANTITY	UNIT	DESCRIPTION ARTICLE OR DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	LEGAL SERVICES SRP CHALLENGE We need to bill Prescott for 54.1% of this bill.	1379.50	1379.50
					1379.50
VENDOR COPY				TAX AMOUNT:	
				TOTAL PURCHASE AMOUNT:	1379.50

Send Original and One Copy of Invoice to:
ACCOUNTS PAYABLE
7501 E. Civic Circle
Prescott Valley, AZ 86314

APPROVED BY: William Kauppi
Bill Kauppi, Management/Services Director

DEPARTMENT PAYMENT APPROVAL: _____

Partial Pay Amount: _____

Final Pay (Close PO) Amount: _____



PURCHASE ORDER

PAGE # 1

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NO. 011039

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7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314
928-759-3128 928-759-3110 Fax

DATE: 08/22/08

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NAME: PERKINS COIE LLP
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SEATTLE, WA 98101-3099

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TOWN OF PRESCOTT VALLEY
LEGAL
4TH FLOOR
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VENDOR COPY				TOTAL PURCHASE AMOUNT:	1379.50

Send Original and One Copy of Invoice to:
ACCOUNTS PAYABLE
7501 E. Civic Circle
Prescott Valley, AZ 86314

APPROVED BY: William Kauppi
Bill Kauppi, Management Services Director

DEPARTMENT PAYMENT APPROVAL:

Partial Pay

Amount: _____

Final Pay (Close PO)

Amount: _____

COUNCIL AGENDA MEMO – (06/22/2010)
DEPARTMENT: City Clerk
AGENDA ITEM: Consideration to Reconsider the Lease Agreement with MH Properties, LLC (Guidance Helicopters) for approximately .395 acres of airport property at Ernest A. Love Field.

Approved By:	Date:
Department Head: Elizabeth A. Burke, City Clerk	06/16/2010
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>06/16/10</i>

Item Summary

Councilmen Blair and Hanna have requested that this item be reconsidered.

Background

Pursuant to Council Policy adopted through Resolution No. 3670 on May 10, 2005, an action taken by the City Council may only be reconsidered after a request is received by a member of the voting body who was on the prevailing side of the final vote.

As you will recall, on June 8, 2010, a motion was made to approve the Lease Agreement with MH Properties, LLC. The vote on this motion was 5-2 with Councilwoman Suttles and Mayor Kuykendall casting the dissenting votes.

Councilmen Blair and Hanna have requested reconsideration, and this item has been placed on this agenda first to vote on whether to reconsider, and then whether to approve the Lease Agreement.

<p>Recommended Action: Should the Council wish to reconsider this item, (1) MOVE to reconsider the Lease Agreement with MH Properties, LLC (Guidance Helicopters) for approximately .395 acres of airport property at Ernest A. Love Field; and (2) MOVE to approve/deny the Lease Agreement with MH Properties, LLC (Guidance Helicopters) for approximately .395 acres of airport property at Ernest A. Love Field;</p>
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COUNCIL AGENDA MEMO – (06/22/2010)	
DEPARTMENT:	City Clerk
AGENDA ITEM:	Consideration of Ordinance calling a Special Election for proposed Charter Amendments

Approved By:		Date:
Department Head:	Elizabeth A. Burke, City Clerk	06/16/2010
Finance Director:	Mark Woodfill	
City Manager:	Steve Norwood	

Background

Earlier this year the Charter Amendment Committee, consisting of Councilwoman Linn (Chairman) and Councilmen Hanna and Lamerson, was created to review the City Charter. The review began with suggestions received from staff and several meetings were held to determine what changes would be proposed to the full Council.

On June 15, 2010, a Public Workshop was held wherein the proposed changes were discussed and changes were made.

Attached is Ordinance No. 4749-1046 calling the Special Election for November 2, 2010, as required by State Statutes. Since the State will be holding a General Election at this same time, the City election will be held in conjunction with the statewide election and voters will be going to their polling places for all aspects of the election.

Also attached is Resolution No. 4030-1060 which outlines the wording discussed at the June 15, 2010, Public Workshop, and upon final adoption of this wording, it will be placed on the General Election ballot.

Recommended Action: Should the Council wish to move forward with calling a Special Election, **MOVE** to adopt Ordinance No. 4695-0938 and Resolution No. 4030-1060.

ORDINANCE NO. 4749-1046

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ORDERING AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2010 TO VOTE ON MUNICIPAL MEASURES

RECITALS:

WHEREAS, ARS Section 19-143 requires the adoption of an ordinance by the City Council to order special elections to be held on measures to be submitted to the qualified electors; and

WHEREAS, the City Council wishes to call a Special Election to submit to the qualified electors proposed changes to the Prescott City Charter, as may be authorized and approved by the voters at such Special Election.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT a Special Election for the City of Prescott shall be held on November 2, 2010, to submit to the qualified electors of the City of Prescott to submit to the qualified electors proposed changes to the Prescott City Charter.

SECTION 2. THAT, the Mayor and staff are hereby authorized to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona on this 22nd day of June, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

RESOLUTION NO. 4030-1060

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE BALLOT LANGUAGE REGARDING PROPOSED CHARTER AMENDMENTS TO BE PRESENTED TO THE VOTERS OF THE CITY OF PRESCOTT AT THE SPECIAL ELECTION TO BE HELD ON NOVEMBER 2, 2010

RECITALS:

WHEREAS, the Prescott City Council has determined that changes were needed to the Prescott City Charter and therefore created Charter Amendment Committee to review said Charter and refer proposed changes to the City Council; and

WHEREAS, the Committee has presented said proposed changes and taken comment thereon; and

WHEREAS, the Prescott City Council adopted Ordinance Number 4749-1046 which authorizes a Special Election on November 2, 2010, to determine whether amendments to the Prescott City Charter should be made.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Prescott, Yavapai County, Arizona, that the ballot language indicated in Exhibit A, attached hereto and made a part hereof by this reference, will be presented to the voters of Prescott, Arizona, at their November 2, 2010, Special Election:

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 22nd day of June, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

'EXHIBIT A'

PROPOSITION NO. 1

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 3, ENTITLED "TERM OF MAYOR"**

SHALL ARTICLE II, SECTION 3 OF THE CITY CHARTER, ENTITLED "TERM OF MAYOR" BE AMENDED AS FOLLOWS?"

"The term of office of the mayor shall commence at the conclusion of the second ~~regularly scheduled~~ voting session of the council in November following a primary or general election, and shall be for two (2) years or until his or her successor is elected and qualified."

- - -

PROPOSITION NO. 2

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 4, ENTITLED "TERMS OF COUNCILMEN"**

SHALL ARTICLE II, SECTION 4 OF THE CITY CHARTER, ENTITLED "TERMS OF COUNCILMEN" BE AMENDED AS FOLLOWS?"

"The terms of council members shall commence at the conclusion of the second ~~regularly scheduled~~ voting session of the council in November following a primary or general election, and shall be for four (4) years or until their successors are elected and qualified. However, the terms of the present elected council shall not be shortened, and the present incumbents or their duly appointed successors shall serve their elected terms."

- - -

PROPOSITION NO. 3

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 5, ENTITLED "QUALIFICATION"**

SHALL ARTICLE II, SECTION 5 OF THE CITY CHARTER, ENTITLED "QUALIFICATION" BE AMENDED AS FOLLOWS?"

"The mayor and councilmen shall be qualified electors of the city one year prior to the primary election and shall hold no other public office for which they receive

compensation except that of a notary public or a member of the National Guard, or naval or military reserve, and shall have resided in said city for one (1) year next preceding the date of such election or appointment. If the mayor or a councilman shall cease to possess any of these qualifications or shall be convicted of a felony, his office shall immediately become vacant."

- - -

PROPOSITION NO. 4

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 10, ENTITLED "INDUCTION OF MAYOR AND
COUNCIL INTO OFFICE"**

SHALL ARTICLE II, SECTION 10 OF THE CITY CHARTER, ENTITLED "INDUCTION OF MAYOR AND COUNCIL INTO OFFICE" BE AMENDED AS FOLLOWS?"

"At the conclusion of the second ~~regularly-scheduled~~ voting session of the council in November following a primary or general election, the council shall induct the newly elected mayor and council members, and designate a mayor pro tempore."

- - -

PROPOSITION NO. 5

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 11, ENTITLED "ABSENCE TO TERMINATE MEMBERSHIP"**

SHALL ARTICLE II, SECTION 11 OF THE CITY CHARTER, ENTITLED "ABSENCE TO TERMINATE MEMBERSHIP" BE AMENDED AS FOLLOWS?"

"If the mayor or any councilman shall be absent from more than two (2) consecutive regularly-scheduled meetings without ~~the consent of~~ notification to the council, he shall thereupon cease to hold office."

- - -

PROPOSITION NO. 6

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 14, ENTITLED "SPECIAL MEETINGS"**

SHALL ARTICLE II, SECTION 14 OF THE CITY CHARTER, ENTITLED "SPECIAL MEETINGS" BE AMENDED AS FOLLOWS?"

"The mayor may, or at the request of three (3) members of the council shall, by giving notice thereof to all members of the council then in the city, call a special meeting of the council for a time not earlier than three (3) hours nor later than forty-eight (48) hours after the notice is given in accordance with state statutes."

- - -

PROPOSITION NO. 7

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE II, SECTION 18, ENTITLED "CONSIDERATION OF PETITIONS"**

**SHALL ARTICLE II, SECTION 14 OF THE CITY CHARTER, ENTITLED
"CONSIDERATION OF PETITIONS" BE AMENDED AS FOLLOWS?"**

"Any citizen of the city may appear before the council at ~~any regular~~ meeting and present a written petition; such petition shall be acted upon by the council, in the regular course of business, within thirty (30) days."

- - -

PROPOSITION NO. 8

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE V, SECTION 1, ENTITLED "APPOINTIVE BOARDS
AND COMMISSIONS"**

**SHALL ARTICLE V, SECTION 1 OF THE CITY CHARTER, ENTITLED "APPOINTIVE
BOARDS AND COMMISSIONS" BE AMENDED AS FOLLOWS?"**

"The council may, by ordinance, create or abolish boards or commissions as in its judgment are required or as are now or hereafter provided by law, and may grant to them such power and duties as are consistent with the provisions of this charter."

- - -

PROPOSITION NO. 9

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE VI, SECTION 3, ENTITLED "SUBMISSION OF ESTIMATES
TO COUNCIL; SCOPE OF CITY MANAGER'S ESTIMATE"**

SHALL ARTICLE VI, SECTION 3 OF THE CITY CHARTER, ENTITLED "SUBMISSION OF ESTIMATES TO COUNCIL; SCOPE OF CITY MANAGER'S ESTIMATE" BE AMENDED AS FOLLOWS?"

*"On or before such date as shall be fixed by the council, the city manager shall prepare and submit in writing to the council the estimates of each department **and fund** and his own personal report and recommendations and estimates as to the probable expenditures of the city for the next ensuing fiscal year, stating the amount in detail required to meet all expenditures necessary for city purposes, including interest and sinking funds, and outstanding indebtedness, if there be any; also an estimate of the amount of income expected from all sources in each department, and the probable amount required to be raised by taxation to cover such expenditures, interest and sinking fund."*

- - -

PROPOSITION NO.10

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VI, SECTION 4, ENTITLED "PREPARATION AND TENTATIVE ADOPTION OF A BUDGET; PUBLICATION OF BUDGET AND NOTICE OF MEETING TO FIX TAX LEVIES"

SHALL ARTICLE VI, SECTION 4 OF THE CITY CHARTER, ENTITLED "PREPARATION AND TENTATIVE ADOPTION OF A BUDGET; PUBLICATION OF BUDGET AND NOTICE OF MEETING TO FIX TAX LEVIES" BE AMENDED AS FOLLOWS?"

*"The council shall meet annually prior to fixing the tax levy, and make a budget of the estimated amounts required to pay the expenses of conducting the business of the city for the ensuing fiscal year. The budget shall be prepared in such detail as to show the aggregate sum and the items thereof allowed for each and every purpose, and such budget, together with a notice that the council will meet for the purpose of making tax levies, in accordance with said budget, at the time and place set out in said notice, shall be published ~~in the official newspaper of the city~~ **in accordance with state law** once a week for at least two consecutive weeks following the tentative adoption of such budget."*

- - -

PROPOSITION NO.11

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VI, SECTION 7, ENTITLED "ADDITIONAL TAXES FOR SPECIAL PURPOSES"

SHALL ARTICLE VI, SECTION 7 OF THE CITY CHARTER, ENTITLED "ADDITIONAL TAXES FOR SPECIAL PURPOSES" BE AMENDED AS FOLLOWS?"

"

The council shall have the power to levy a transaction privilege tax; provided that no transaction privilege tax if based on gross income, gross receipts or gross proceeds of sale, shall be levied at a rate in excess of the ~~present~~ 1% rate unless such rate is approved by a majority of the qualified electors voting on the question at a special or general election. (Amended December 11, 1979)"

PROPOSITION NO.12

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VI, SECTION 15, ENTITLED "INDEPENDENT ANNUAL AUDIT"

SHALL ARTICLE VI, SECTION 15 OF THE CITY CHARTER, ENTITLED "INDEPENDENT ANNUAL AUDIT" BE AMENDED AS FOLLOWS?"

"The council shall designate certified public accountants who, as of the end of the fiscal year, shall make an independent audit of the city government and shall submit their report to the council and to the city manager. Such accountants shall have no personal interest, direct or indirect, in the fiscal affairs of the city government or of any of its officers. They shall not maintain any accounts or records of the city business, but, shall post-audit the books and documents kept by the city and any separate or subordinate accounts kept by any other office, department or agency of the city government. ~~No firm shall make this audit more than three consecutive years.~~ Said audit shall be rebid every five years."

PROPOSITION NO. 13

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE VII, SECTION 8, ENTITLED "MOTIONS TO RECONSIDER"

SHALL ARTICLE VII, SECTION 8 OF THE CITY CHARTER, ENTITLED "MOTIONS TO RECONSIDER" BE AMENDED AS FOLLOWS?"

"When a proposed ordinance or a resolution ~~put upon final passage fails to pass and a motion is made to reconsider, the vote on such motion shall not be taken within twenty-four (24) hours thereafter.~~"

PROPOSITION NO. 14

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE VII, SECTION 10, ENTITLED "PUBLICATION OF ORDINANCES
AND RESOLUTIONS"

SHALL ARTICLE VII, SECTION 10 OF THE CITY CHARTER, ENTITLED
"PUBLICATION OF ORDINANCES AND RESOLUTIONS" BE AMENDED AS
FOLLOWS?"

*"All ordinances, except those necessary for the immediate preservation of the peace,
health or safety of the city, shall be published ~~at least two times in a newspaper of general
circulation in the city~~ **in accordance with state law** before they become effective and
operative. (Amended September 7, 1999)*

*Emergency ordinances necessary for the immediate preservation of the peace, health or
safety of the city which have been passed by the necessary three-fourths vote of the
members of the council become effective and operative immediately, and shall be
published ~~once in a newspaper of general circulation in the city~~ **in accordance with state
law** within ten (10) days after their passage."*

- - -

PROPOSITION NO. 15

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE VIII, SECTION 11, ENTITLED "LEASES OF CITY PROPERTY"

SHALL ARTICLE VIII, SECTION 11 OF THE CITY CHARTER, ENTITLED "LEASES
OF CITY PROPERTY" BE AMENDED AS FOLLOWS?

*"The council may lease any land, building or part thereof owned by the city by public
auction, sealed bids or negotiation. All such leases shall be approved by ~~ordinance of~~
the city council. Prior to the approval and execution of any such lease, the city shall
publish a Notice of Intent to Lease City Property at least ~~one~~ **two** times per week for
~~two one~~ **one** weeks. However, the council may, in its discretion, reject any and all offers."*

- - -

PROPOSITION NO. 16

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE VIII, SECTION 12, ENTITLED "SALE OF CITY PROPERTY"

SHALL ARTICLE VIII, SECTION 12 OF THE CITY CHARTER, ENTITLED "SALE OF CITY PROPERTY" BE AMENDED AS FOLLOWS?

"

Notwithstanding any portion of this section, the property known as Watson Lake and Willow Lake, and adjacent property, consisting of a cumulative total of approximately eight hundred fifty (850) acres, which were acquired by the city from the Chino Valley Irrigation District from the bond proceeds, pursuant to that Special Bond Election held on May 19, 1998, shall not be sold by the city, and shall be retained as open space and/or utilized for water supply and recreational purposes in perpetuity."

PROPOSITION NO. 17

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE IX, SECTION 3, ENTITLED "QUALIFICATIONS OF ELECTORS;
REGISTRATION"

SHALL ARTICLE IX, SECTION 3 OF THE CITY CHARTER, ENTITLED "QUALIFICATIONS OF ELECTORS; REGISTRATION" BE AMENDED AS FOLLOWS?

"Qualifications of electors; registration; candidates

A. *The qualification of electors shall be as required by the constitution and laws of this state for state and county elections. Registration of voters shall be as required by the laws of this state and the register of qualified electors may be compiled from the general county register.*

B. ***The City Clerk shall perform the following ministerial duties with respect to nomination papers and nominating petitions:***

- 1. Verify that official candidates are qualified electors of the city for one year prior to the primary election, as required in Article II Section 5 of the Prescott City Charter.***

2. Remove signatures of those signers on petitions who list an address outside of the City of Prescott.
3. Remove signatures of those signers that signed before the Statement of Organization or \$500 Threshold Exemption was filed.

- - -

PROPOSITION NO. 18

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE IX, SECTION 5, ENTITLED "TIME OF HOLDING PRIMARY
ELECTIONS"**

SHALL ARTICLE IX, SECTION 5 OF THE CITY CHARTER, ENTITLED "TIME OF HOLDING PRIMARY ELECTIONS" BE AMENDED AS FOLLOWS?

"The primary election shall be held in the fall ~~September of~~ every odd-numbered year on dates consistent with those permitted by State law."

- - -

PROPOSITION NO. 19

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE IX, SECTION 6, ENTITLED "MAJORITY TO ELECT IN PRIMARY"**

SHALL ARTICLE IX, SECTION 6 OF THE CITY CHARTER, ENTITLED "MAJORITY TO ELECT IN PRIMARY" BE AMENDED AS FOLLOWS?

"At the primary election any candidate who shall receive a majority of all the votes valid ballots cast at such election for that office shall be declared elected to the office for which he is a candidate, and no further election shall be held as to said candidate."

- - -

PROPOSITION NO. 20

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE IX, SECTION 7, ENTITLED "NOMINATION FOR
GENERAL ELECTION"**

SHALL ARTICLE IX, SECTION 7 OF THE CITY CHARTER, ENTITLED “NOMINATION FOR GENERAL ELECTION” BE AMENDED AS FOLLOWS?

*“If at any primary election there be any office or offices to which no candidate therefore was elected, then, said election shall be considered a primary election for the nomination of candidates for such office or offices, and a second or general election shall be held to vote for candidates to fill such office or offices. The candidates, not elected at such first election, equal in number to twice the number to be elected to any given office, or less if so there be, and who received the highest number of votes for the respective offices at such first election, shall be the only candidates at such second election. **Candidates who do not qualify in the primary election shall not be eligible to move up and become candidates in the general election in the event a qualifying candidate withdraws for any reason from the general election or is deceased;** provided, that if there be any person who under the provisions of this section, would have been entitled to become a candidate for any office except for the fact that some other candidate received an equal number of votes therefor, then all such persons receiving said equal number of votes shall likewise become candidates for such office.” **A qualifying candidate who elects to withdraw or a representative of a deceased candidate may request to have the candidates name removed from the ballot provided that the request is made prior to the time required for printing of the ballots. In the event that any withdrawal results in fewer candidates than the number of vacant offices, the council shall appoint the officer(s) to fill the vacant position subsequent to the general election and prior to installation of new council members.**”*

PROPOSITION NO. 21

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE X, SECTION 1, ENTITLED “INITIATIVE; REFERENDUM; RECALL”**

SHALL ARTICLE X, SECTION 1 OF THE CITY CHARTER, ENTITLED “INITIATIVE; REFERENDUM; RECALL” BE AMENDED AS FOLLOWS?

“There is hereby reserved to the electors of the city the powers of the initiative and referendum and of the recall of the elective officers. The provisions of the constitution and general laws of this state, as the same now exist or hereafter may be amended, governing the initiative and referendum and the recall of the elective officers, shall apply to the use thereof in the city so far as such provisions are not in conflict with the provisions of this charter. Any initiative or referendum matter may be voted on at the next ensuing primary or general election, or at a special election called by the city council for such purpose.

Charter amendments proposed by initiative petitions shall require a number of signatures equal to 25% of the whole number of ballots cast at the city election at which a mayor or councilman was chosen last preceding the submission of the application for an initiative petition.

PROPOSITION NO. 22

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE XII, SECTION 1, ENTITLED "ELECTIONS FOR APPROVAL OF
FRANCHISES"**

SHALL ARTICLE XII, SECTION 1 OF THE CITY CHARTER, ENTITLED "ELECTIONS FOR APPROVAL OF FRANCHISES" BE AMENDED AS FOLLOWS?

"A person or entity desiring to obtain any utility franchise shall present the franchise desired to the City Council of the City and it shall be filed among its records. If the council deems the granting of the franchise beneficial and in the public interest, it shall pass a resolution recommending the franchise and shall thereafter submit the question to qualified voters. In the event the council shall determine the franchise is not beneficial and in the public interest the council shall pass a resolution not recommending the franchise. No franchise shall be granted, extended or renewed by the city without the approval of a majority of the qualified electors residing within its corporate limits voting thereon at a primary, general or special election; the council shall submit any matter for approval or disapproval to such election at any primary or general election or call a special election for such purposes at any time upon thirty (30) days notice; and the council shall require, before calling any such election, that the estimated expense thereof (to be determined by the council) shall be first deposited by the applicant for such franchise with the city clerk, The applicant shall be responsible for payment of all actual expenses and costs associated with such franchise election.

If a majority of the votes cast are in favor of granting the franchise the proposed franchise shall be granted in such form as determined and approved by the City Council and in compliance with applicable State and Federal laws."

PROPOSITION NO. 23

**PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER
ARTICLE XIII, SECTION 1, ENTITLED "PUBLICITY OF RECORDS"**

SHALL ARTICLE XIII, SECTION 1 OF THE CITY CHARTER, ENTITLED "PUBLICITY OF RECORDS" BE AMENDED AS FOLLOWS?

"All records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of a citizens' organization or any representative of the press at all reasonable times and under reasonable regulations established by the city council, ~~except records and documents the disclosure of which would tend to defeat the lawful purpose which they are intended to accomplish~~ state statutes."

- - -

PROPOSITION NO. 24

PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE XIII, SECTION 1, ENTITLED "PUBLICITY OF RECORDS"

SHALL ARTICLE XIII, SECTION 1 OF THE CITY CHARTER, ENTITLED "PUBLICITY OF RECORDS" BE AMENDED AS FOLLOWS?

"All records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of a citizens' organization or any representative of the press at all reasonable times and under reasonable regulations established by the city council, ~~except records and documents the disclosure of which would tend to defeat the lawful purpose which they are intended to accomplish~~ state statutes."

- - -

PROPOSITION NO. 25

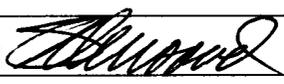
PROPOSAL BY THE CITY COUNCIL TO AMEND CITY CHARTER ARTICLE XV, SECTION 1, ENTITLED "METHOD OF AMENDMENT"

SHALL ARTICLE XV, SECTION 1 OF THE CITY CHARTER, ENTITLED "METHOD OF AMENDMENT" BE AMENDED AS FOLLOWS?

"This charter, or any part or article or section thereof, may be amended in the manner provided by the constitution of this state.

Charter amendments proposed by initiative petitions shall require a number of signatures equal to 25% of the whole number of ballots cast at the city election at which a mayor or councilman was chosen last preceding the submission of the application for an initiative petition.

COUNCIL AGENDA MEMO – (June 22, 2010)
DEPARTMENT: LEGAL
AGENDA ITEM: Formal Acceptance of Deed - . Stone Property

Approved By:	Date:
Department Head: Gary Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	

Item Summary:

Council authorized staff to purchase vacant property belonging to the Stone Living Trust located in the Thumb Butte Estates for the purpose of providing a site for a municipal water tank. Escrow was established and the necessary conditions to complete the transaction were accomplished on June 2, 2010. An ordinance accepting the real property is deed is needed to complete the process per our charter.

Background:

Council by motion agreed to purchase the Stone property and authorized staff to take the necessary steps to complete the purchase. We obtained an environmental audit, and received a warranty deed. Additionally we purchased an extended Alta policy which insures our title and the legal description. Escrow has successfully closed, and the sole remaining step, as required by our City Charter, is to accept the deed to the property.

Attachments - (Deed form)

Recommended Action: MOVE to adopt Ordinance No. 4748-1045.

ORDINANCE NO. 4748-1045

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING TITLE TO REAL PROPERTY KNOWN AS THE STONE LIVING TRUST PROPERTY LOCATED IN THE THUMB BUTTE ESTATES AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASE

RECITALS:

WHEREAS, the City Council authorized the purchase of property located in the Thumb Butte Estates, for public purposes and whereas the conditions of sale have been examined by staff and determined to be satisfactory and the completion of sale is warranted; and escrow has been closed.

ENACTMENTS:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT the City Council hereby accepts the warranty deed to the real property being purchased by the City and in part donated by the Seller more particularly identified in Exhibit "A" thereto and commonly referred to as the Stone Family Trust property..

SECTION 2. THAT the Mayor and staff are hereby authorized and directed to execute any and all documents in order to effectuate recordation, and acceptance of the foregoing described property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 22nd day of June, 2010.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

at the request of YAVAPAI TITLE AGENCY, INC.

When recorded mail to
CITY OF PRESCOTT
Attn: Gary Kidd, City Attorney
201 S. Cortez Street
Prescott, AZ 86302

08014277-CLA

Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

C.D. Stone and Pat Stone, Trustees of The Stone Living Trust, dated July 10, 2002

do/does hereby convey to

CITY OF PRESCOTT, an Arizona municipal corporation

the following real property situated in **Yavapai**, County, State of Arizona:

Lot 18, THUMB BUTTE ESTATES, according to the plat of record in Book 18 of maps, page 87,
records of Yavapai County, Arizona.

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

In compliance with ARS 33-404, the names and addresses of the beneficiaries of the herein named trust are:

C.D. Stone and Pat Stone, 1790 Forest Meadow Drive, Prescott, AZ 86303

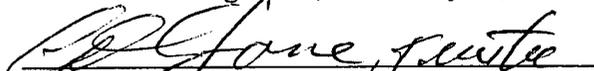
Richard G. Stone, 1904 Wickersham Dr., Juneau, AK 99801-7743

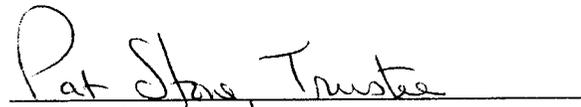
Scott S. Gray, 2012 Three Bridges Way, Bakersfield, CA 93311

Charles D. Stone, P.O. Box 7018, GCMC QLd 9726 Australia

Dated this April 12, 2010

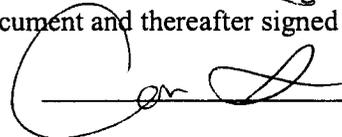
The Stone Living Trust, dated July 10, 2002


BY: C.D. Stone, Trustee


BY: Pat Stone, Trustee

STATE OF Arizona)
)ss
County of **Yavapai**)

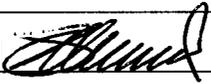
This instrument was willingly acknowledged before me this 25th day of May, 2016 by **C.D. Stone and Pat Stone** who acknowledged to be the trustees for **The Stone Living Trust, dated July 10, 2002** and as such trustees were authorized to execute said document and thereafter signed their names as trustees.



Notary Public
My commission expires: 12/2/13



COUNCIL AGENDA MEMO – (06/22/2010)
DEPARTMENT: Legal Department
AGENDA ITEM: Approval of continued legal action (quiet title) to clear title to parcel of land located in the middle of the airport runway and approve a legal services agreement with the law firm of Favour, Moore & Wilhelmsen for legal representation of the City.

Approved By:	Date:
Department Head: Gary D. Kidd	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood 	06/22/10 

Item Summary

CVID Investments, LLC, as part of their transaction with CVID, purchased property located in the middle of the airport runway. The problem originated in the 1941 legal description in the sale of the property from CVID to the City. After reviewing the documents and placing the legal descriptions together, it was determined that although the parcel purchased by CVID LLC exists on GIS, the City is the owner of the property and has been for years. Survey data was uncovered that validates the City of Prescott's claim of ownership.

In order to clear title to the parcel, it is necessary to continue to pursue the quiet title action to safeguard the City's ownership interest. The quiet title statutes provide for attorneys fees to be awarded to the prevailing party in such litigation. The Legal Department initially retained Attorney Dave Wilhelmsen, who is a certified real estate specialist with substantial experience in this type of legal action, and the law firm of Favour, Moore and Wilhelmsen, to pursue the legal claims. Mr. Wilhelmsen has represented the City for a number of years on this matter and is conversant with all facts and law pertinent to this case. The complaint seeks award of the City's legal fees and costs.

We are requesting the councils' approval of the continued legal action and the councils' approval of a legal services agreement to continue with the representation in the litigation.. In the event we are successful, we will seek reimbursement of these fees as part of any judgment.

Attachments

- 1) Proposed Legal Services Agreement for retention of the law firm of Favour, Moore & Wilhelmsen

Recommended Action: MOVE to approve continued legal action (quiet title) to clear title to parcel of land located in the middle of the airport runway and approve a legal services agreement with the law firm of Favour, Moore & Wilhelmsen for continuing legal representation.
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RETAINER AGREEMENT
FAVOUR MOORE AND WILHELMSSEN, PA

Re: CVID IRRIGATION DISTRICT/CVID INVESTMENT, LLC - Airport Encroachment
Parcel - Quiet Title, etc.

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain legal services; and

WHEREAS Section 16 of the City Procurement Code allows for the award of a contract for personal services without the necessity of pursuing the bidding or RFP requirements where there is justification to do so due to the particular expertise or knowledge of a particular professional consultant; and

WHEREAS the firm of FAVOUR MOORE AND WILHELMSSEN, P.A., (hereinafter referred to as "Attorney") has unique expertise and knowledge of real property, real property title litigation and related matters and has members who are qualified to practice law in the State of Arizona.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. SCOPE OF REPRESENTATION - That Attorney shall review title issues, including researching historic survey, title and related documents necessary to determine ownership and title interests in that certain property referred to as the airport encroachment property, ownership of which is presently claimed by CVID Investment, LLC, via purchase from the CVID, and file appropriate quiet title and related actions necessary and warranted by the facts to protect any City of Prescott title interest, including the filing of pleadings and other necessary documents provided and otherwise shall appear as counsel in any quiet title and related legal actions as requested by the Prescott City Attorney.

2. TERM AND TERMINATION

(A) The initial term of this agreement shall be until June 30th, 2013 provided, however, that the parties may mutually agree in writing to extend this agreement for additional one-year periods thereafter.

(B) Notwithstanding the foregoing, either party reserves the right to terminate this agreement with or without cause at any time.

(C) In the event that the Attorney exercises its right to terminate this Agreement, the City hereby consents to the Attorney's withdrawal as its counsel in any pending litigation, and

hereby authorizes Attorney to so represent to the tribunal in seeking permission to withdraw. In the course of withdrawing as counsel, Attorney shall take such steps as may be appropriate to prevent any adverse effect on the interests of the City.

3. CONFLICT AND CANCELLATION - Pursuant to A.R.S. § 38-511, the City may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the City is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the City from any other party to the agreement arising as a result of this agreement.

4. NOTICE - Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott
Gary D. Kidd
City Attorney
PO Box 2059
Prescott, AZ 86302

Favour, Moore and Wilhelmsen, PA
ATTN: David Wilhelmsen.
1580 Plaza West Drive
Post Office Box 1391
Prescott, Arizona, 86302

5. INDEPENDENT CONTRACTOR STATUS - It is expressly agreed and understood by and between the parties that Attorneys are independent contractors, and as such Attorneys shall not become City employees, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. As an independent contractor, Attorneys further acknowledge that they are solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As independent contractors, Attorneys further agree that they will conduct themselves in a manner consistent with such status, and that they will neither hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they will not make any claims, demands or applications to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

6. NONASSIGNABILITY - This Agreement is personal to Favour, Moore & Wilhelmsen, P.A., and is non-assignable by said firm without the written permission of the Project Director.

7. COMPENSATION AND BILLING

(A) During the initial term of this Agreement, the City shall pay to Attorney based upon Attorneys billing rate and fee schedule, for the performance of all services specified in Section 1 of this Agreement, to be based upon the hourly rates and fee schedule established by the firm. Attorney shall supply current fee schedules, cost and expenses schedules. It is understood that the current billing rate per hour for David Wilhelmsen is \$295.00 per hour. In each fiscal year throughout the effective term of this Agreement, the City shall, during its annual budget process, evaluate anticipated legal services needed within the scope of this agreement, budget subject to annual budget requirements by the City, and such budgeted amounts delineated in the City budget in its specific budget category encompassing such anticipated legal expenses. All requests pertaining to outside legal services for this contract shall constitute a not to exceed amount for services anticipated pursuant to this contract for the fiscal year. In the event that additional services are requested or required by the City during any fiscal year throughout the effective term of the Agreement that may exceed any allocated retainer amounts or budgeted amounts, the City reserves the right to contract for such additional or further services or to discontinue services. The fiscal year amounts, exclusive of any expenses and costs for which Attorneys are reimbursed, for the performance of all services specified in Section 1 of this Agreement, are to be based upon the attorneys hourly rates.

(B) The City shall promptly and in good faith consider Attorney's request to exceed the foregoing limitation in the event that the nature and complexity of the legal services provided by the Attorney are likely to cause the limitation to be exceeded.

(C) The City shall also pay the Attorney other actual disbursements or costs incurred by the Attorney in the performance of this Agreement.

(D) The Attorney shall bill the City monthly for the Attorney's services which have been performed during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

(E) All billing must be in accordance with ABA Opinion No 93- 379 and shall include the following information: (1) the full name of the claimant; (2) this Contract Number (to be added by the City Clerk); (3) the bill and or invoice date; (3) the date and time (to one decimal place of each activity billed) (4) the name or initials of the individual performing the activity; (5) a description of the activity and work performed; and (6) for each activity, the specific issues addressed by such work or activity (notice, employer-employee relationship, compromise and settlement, work-relatedness, timely filing, etc.). UTBMS (The Uniform Task Based Management System) Activity Codes may be used to supplement billing descriptions or in lieu of

narrative descriptions. No block billing shall be allowed. Attorneys shall prepare monthly billings in a hardcopy format. However, the parties may mutually agree to such billing system as the attorney currently has in place, provided that it is consistent with the City of Prescott's need for complete and accurate billing information.

(F) All expenses and costs shall be clearly identified in billings and City shall not be billed for "miscellaneous," "other," or any unidentified expenses or costs. UTBMS Expense Codes (E100) may be used to supplement or in lieu of narrative descriptions of expenses and costs. Expenses and costs shall be billed in the actual amount incurred or out-of-pocket by the Attorney's without any additional charges.

(H) The hourly rates set forth in Paragraph 7(A) above are based on Attorney's standard hourly rates in effect for calendar year 2010. City acknowledges and agrees that the hourly rates of Attorney and its legal assistants may be adjusted annually, with adjusted rates becoming effective for all legal services provided in the month of January in each succeeding calendar year. Attorney shall provide the City with a schedule setting forth the adjusted hourly rates each January.

8. INTERPRETATION OF AMBIGUITIES - This Agreement is the result of negotiations by and between the parties. Although the Prescott City Attorney has drafted this Agreement, the Agreement is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

9. GOVERNING LAWS - This agreement shall be construed under the laws of the State of Arizona and in conformity with and governed by the laws of the City.

10. ENTIRE AGREEMENT - This Agreement represents the entire and integrated Agreement between the City and the Attorneys and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Attorney. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

11. SEVERABILITY AND WAIVER - In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

12. MODIFICATION - No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act

whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.

13. DISCRIMINATION - The Attorneys, with regard to the work performed by them after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Attorneys will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Governor's Executive Order 99-4.

14. COPIES OF DOCUMENTS – During the representation, Attorney shall immediately furnish the City Attorney or his designee copies of all pleadings, motions and responses, investigative, expert witness, transactional documents, exhibits, discovery documents or materials, other discovery material, and any other reports and correspondence (other than routine transmittal letters), produced or received by Attorney, and not otherwise served or provided to the City Attorney. If requested by the City Attorney, Attorneys shall provide a proposed draft of any pleadings, motions, memorandums, or discovery responses, for approval by the City Attorney prior to serving or filing such documents. At the conclusion of the Attorneys' representation, Attorneys shall return the complete file to City, but may retain copies at Attorneys' expense.

15. MEDIA RELATIONS – Attorneys are not authorized to comment or communicate publicly on any City matters. All media inquires or inquiries by other parties should be directed to the City Attorney.

16. EXPERTS AND CONSULTANTS – Attorney shall consult with the City Attorney prior to hiring or retaining any litigation support vendors, experts and/or professional consultants, private investigators, arbitrators, mediators, or other professionals, and shall not retain same unless the City Attorney and Attorney agree that they are necessary for the Attorney's representation of the City in litigation or other proceedings.

DATED this ____ day of _____, 2007.

ATTEST:

Approved as to form:

ELIZABETH E. BURKE
City Clerk

GARY D. KIDD
City Attorney

STEVE NORWOOD
City Manager

FAVOUR, MOORE AND WILHELMSSEN

By: _____
DAVID K. WILHELMSSEN

COUNCIL AGENDA MEMO – June 22, 2010
DEPARTMENT: Budget and Finance
AGENDA ITEM: Public Hearing FY 2011 Budget, Expenditure Limitation and Tax Levy Resolution Adopting Final FY 2011 Budget, Expenditure Limitation, City Job Roster, and Identification of Unfunded Capital

Approved By:	Date:
Department Head: Mark Woodfill	
Finance Director: Mark Woodfill	
City Manager: Steve Norwood <i>SNorwood</i>	<i>06/15/10</i>

BACKGROUND

The fiscal year 2011 (FY11) budget process started in February with a workshop where council established the City's goals and priorities. From February to March City departments put together operating and capital plans to achieve these goals and priorities. During April and May the City Manager and budget staff reviewed and meet with Departments to refine these plans into a balanced budget.

At the Budget Workshop on May 24, 2010 the budget for FY11 was reviewed along with the projects that could not be funded. Council and staff made some modifications to this proposed budget and the tentative FY11 budget of \$152,931,705 was adopted by Council on June 8, 2010.

ITEM

This is the next step in the fiscal year 2011 budget process and includes:

- Public hearing on the fiscal year 2011 (June 22, 2010)
 - Budget
 - Expenditure Limitation
 - Property Tax Levy
- Consideration of a Resolution which
 - Establishes the FY11 Budget
 - Sets the FY11 Expenditure Limitation
 - Approves the City Job Roster
 - Identification Unfunded Capital Projects

Agenda Item: Public Hearing and Resolution No. 4029-1059

Summary of the FY11 Budget:

	FY10	FY11	Change/ %
	Budget	Budget	Budget
Operating	81,448,527	70,956,844	-12.9%
Capital Outlay/Projects	99,370,166	81,974,861	-17.5%
Total	180,818,693	152,931,705	-15.4%

In November 2009 voters approved the "Home Rule Option" that requires the City Council establish the spending limit each year as part of the budget process. This resolution includes establishment of the Expenditure Limit for FY11 at \$152,931,705.

Attached for your review and consideration are:

- Resolution No. _____
- FY11 Budget Forms
- City's Complete Job Roster and Pay Scale
- Unfunded Capital Projects

At the July 13, 2010 Council Meeting the Council will consider the FY11 property tax levy.

Recommended Action: (1) MOVE to close the Public Hearing (in Regular Meeting); and (2) MOVE to adopt Resolution No. 4029-1059 (in Special Meeting).

RESOLUTION NO. 4029-1059

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, FINALLY DETERMINING AND ADOPTING ESTIMATES OF PROPOSED EXPENDITURES FOR THE FISCAL YEAR 2011, AND DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR AND ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT AND SETTING FORTH ITS DETERMINATION AS TO UNFUNDED CAPITAL AND OTHER UNFUNDED BUDGETARY REQUESTS

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes, the City Council did, on the 8th day of June, 2010, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said sections of said title, and following due public notice, the Council met on June 22, 2010, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures, establishing the expenditure limitation, or tax levies; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, Unfunded Capital Projects are included in the accompanying exhibits to this resolution and such projects have been determined not to be funded by the City of Prescott in the 2011 fiscal year; and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 13, 2010, in Prescott City Council Chambers at 201 South Cortez Street, Prescott, Arizona for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in Arizona Revised Statutes, Title 42, Section 17051.A.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the said estimates of revenue and expenditures shown on the accompanying schedules as now increased, reduced or changed by and the same are hereby adopted as the budget of the City of Prescott for the fiscal year 2011.

SECTION 2. THAT, the expenditure limitation for the City of Prescott for fiscal year 2011 be established at \$152,931,705.

SECTION 3. THAT, the Roster of Jobs shown in the attached accompanying exhibit be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

SECTION 4. THAT, the Council in its legislative discretion has reviewed the budgetary items referred to in the annual budget proposals as "Unfunded Capital," which items are referred to in the accompanying exhibit referenced as Unfunded Capital and in the exercise resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposals and projects contained in or referred to in the "Unfunded Capital" exhibit. Further, the City Council has exercised its budgetary and legislative discretion with respect to its decision not to provide governmental funding or services for the Unfunded Capital items, as well as for the requested equipment, personnel, construction or maintenance of facilities or capital items requested in departmental budgetary proposals considered by the Council in its annual budget retreat and its review of the budget proposals of each city department, (Including all proposals for capital funding and that the decision not to fund, to repair, to improve, maintain, reconstruct). The Council has determined not to spend existing resources for the purchase of equipment, personnel, construction, reconstruction or maintenance of the unfunded proposal and unfunded projects requested by the City departments. This determination constitutes a decision by the City Council not to provide the resources necessary for such proposals to be funded, including specifically the decision as to which streets, sidewalks, sanitary sewers, and parking lots will be repaired, maintained, and reconstructed or otherwise funded for the ensuing fiscal year and which will not be funded.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 22nd day of June, 2010.

MARLIN KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. BURKE, City Clerk

GARY D. KIDD, City Attorney

FY2011 POSITION ROSTER

Pos #	Position Description	FTE %	Pay Grade
4	ACCOUNTING CLERK	1.0000	44
16	MANAGEMENT ANALYST	1.0000	66
23	AIRPORT OP TECH	0.5000	52
24	AIRPORT OP TECH	1.0000	52
25	AIRPORT OP TECH	1.0000	52
33	AIRPORT MANAGER	1.0000	77
314	MAINTENANCE SPECIALIST	1.0000	59
609	AIRPORT OP TECH	0.5000	52
	Airport Total	7.0000	
2	ACCOUNTING CLERK	1.0000	44
3	ACCOUNTING TECH	1.0000	53
8	ACCOUNTING TECH	1.0000	53
9	ACCOUNTING TECH	1.0000	53
35	ASST FINANCE DIR	1.0000	84
48	BUDGET MANAGER	1.0000	70
10	ACCOUNTING TECH	1.0000	53
70	PRIVILEGE TAX AUDITOR ASSOCIATE	1.0000	60
428	PRIVILEGE TAX AUDITR	1.0000	68
5	ACCOUNTING CLERK	1.0000	44
7	ACCOUNTING CLERK	1.0000	44
470	ACCOUNTING TECH	1.0000	53
570	UTILITY BILLING SUPERVISOR	1.0000	66
429	PRIVILEGE TAX SUPV	1.0000	70
133	CUSTOMER SVC MNGR	1.0000	70
171	FINANCE DIRECTOR	1.0000	open range
	Budget/Finance Total	16.0000	
32	GIS COORD/HISTORIC PRESERVATION	0.5000	75
235	GIS SPECIALIST	1.0000	0
256	IT SPECIALIST	1.0000	0
257	IT SPECIALIST	1.0000	0
258	IT SPECIALIST	1.0000	0
259	IT SPECIALIST	1.0000	0
260	HELP DESK MANAGER	1.0000	70
263	IT TECHNICIAN	1.0000	53
330	IT MANAGER	1.0000	84
546	NETWORK ENGINEER	1.0000	70
	IT Total	9.5000	
12	ADMIN SVCS DIRECTOR	1.0000	open range
433	PURCHASING MANAGER	1.0000	74
614	THEATRE MANAGER	1.0000	63
	Administrative Services Total	3.0000	
144	EQUIPMENT MECHANIC	1.0000	59
146	EQUIPMENT MECHANIC	1.0000	59
147	EQUIPMENT MECHANIC	1.0000	59
148	EQUIPMENT MECHANIC	1.0000	59

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228	FLEET MAINT SUPV	1.0000	68
229	FLEET MAINT SUPT	1.0000	74
336	PARTS SPECIALIST	1.0000	52
544	SECRETARY	1.0000	44
605	EQUIPMENT MECHANIC	1.0000	59
	Central Garage Total	9.0000	
128	CUSTODIAN	1.0000	35
130	CUSTODIAN	1.0000	35
131	CUSTODIAN	0.5000	35
300	FACILITIES MAINT SUP	1.0000	74
307	FACILITIES COORDINATOR	1.0000	52
309	MAINTENANCE SPECIALIST	1.0000	59
	Facilities Maintenance Total	5.5000	
41	DEPUTY CITY MANAGER	1.0000	open range
67	CITY MANAGER	1.0000	open range
76	PUBLIC AFFAIRS DIRECTOR	1.0000	75
120	COUNCILMAN	1.0000	N/A
121	COUNCILMAN	1.0000	N/A
122	COUNCILMAN	1.0000	N/A
123	COUNCILMAN	1.0000	N/A
124	COUNCILMAN	1.0000	N/A
125	COUNCILMAN	1.0000	N/A
170	EXECUTIVE ASSISTANT	1.0000	61
241	GRANTS ADMINISTRATOR	1.0000	64
324	WATER MANAGEMENT ANALYST	1.0000	75
325	MAYOR	1.0000	N/A
453	PUBLIC AFFAIRS COORDINATOR	1.0000	63
454	ADMIN SPECIALIST	1.0000	52
469	REGIONAL PROGRAMS DIRECTOR	1.0000	open range
485	SP EVENTS COORD	1.0000	63
526	WATER CONV COORD	1.0000	66
	City Manager Total	18.0000	
59	CITY CLERK	1.0000	open range
252	ADMINISTRATIVE ASSISTANT	1.0000	53
	City Clerk Total	2.0000	
140	ECONOMIC DEV DIR	1.0000	open range
443	ECONOMIC DEVELOPMENT SPECIALIST	1.0000	59
	Economic Development Total	2.0000	
47	BENEFITS SPECIALIST	1.0000	58
253	HR ANALYST	1.0000	68
254	HR DIRECTOR	1.0000	open range
337	PAYROLL SPECIALIST	1.0000	68
	Human Resources Total	4.0000	
60	CITY COURT CLERK	0.7500	42
61	CITY COURT CLERK	1.0000	42
62	CITY COURT CLERK	1.0000	42

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63	CITY COURT CLERK	1.0000	42
64	CITY COURT CLERK	1.0000	42
459	SENIOR COURT CLERK	1.0000	46
	City Court Total	5.7500	
50	BUILDING INSPECTOR	1.0000	58
51	BLDG INSP/PLANS EXAM	1.0000	68
57	CHIEF BLDG OFFICIAL	1.0000	77
75	COMMERCIAL SPECIALST	1.0000	68
341	PERMIT TECHNICIAN	1.0000	50
347	PLANS EXAMINER	1.0000	64
	Building Inspection Total	6.0000	
71	CODE ENFORCEMENT OFF	1.0000	47
549	CODE ENFORCEMENT OFF	1.0000	47
550	CODE ENFORCEMNT SUPV	1.0000	68
	Code Enforcement Total	3.0000	
13	ADMIN ASSISTANT	1.0000	53
32	GIS COORD/HISTORIC PRESERVATION	0.5000	75
104	COMM DEV DIRECTOR	1.0000	open range
342	PLANNER	1.0000	70
343	PLANNER	1.0000	70
345	PLANNER	1.0000	70
455	SECRETARY	1.0000	44
579	PLANNING MANAGER	1.0000	77
	Community Development Total	7.5000	
17	ADMIN ASSISTANT	1.0000	53
43	BATTALION CHIEF	1.0000	Fire Step Plan
44	FIRE CAPTAIN	1.0000	Fire Step Plan
45	BATTALION CHIEF	1.0000	Fire Step Plan
46	BATTALION CHIEF	1.0000	Fire Step Plan
172	BATTALION CHIEF	1.0000	Fire Step Plan
173	FIRE CHIEF	1.0000	open range
174	FIRE ENGINEER	1.0000	Fire Step Plan
175	FIRE ENGINEER	1.0000	Fire Step Plan
176	FIRE ENGINEER	1.0000	Fire Step Plan
177	FIRE ENGINEER	1.0000	Fire Step Plan
178	FIRE ENGINEER	1.0000	Fire Step Plan
179	FIRE ENGINEER	1.0000	Fire Step Plan
180	FIRE ENGINEER	1.0000	Fire Step Plan
181	FIRE ENGINEER	1.0000	Fire Step Plan
182	FIRE ENGINEER	1.0000	Fire Step Plan
183	FIRE ENGINEER	1.0000	Fire Step Plan
184	FIRE ENGINEER	1.0000	Fire Step Plan
185	FIRE ENGINEER	1.0000	Fire Step Plan
186	FIRE ENGINEER	1.0000	Fire Step Plan
187	FIRE ENGINEER	1.0000	Fire Step Plan
188	FIRE ENGINEER	1.0000	Fire Step Plan

FY2011 POSITION ROSTER

189	FIRE CAPTAIN	1.0000	Fire Step Plan	
190	FIRE CAPTAIN	1.0000	Fire Step Plan	
191	FIRE CAPTAIN	1.0000	Fire Step Plan	
192	FIRE CAPTAIN	1.0000	Fire Step Plan	
193	FIRE CAPTAIN	1.0000	Fire Step Plan	
194	FIRE CAPTAIN	1.0000	Fire Step Plan	
195	FIRE CAPTAIN	1.0000	Fire Step Plan	
196	FIRE CAPTAIN	1.0000	Fire Step Plan	
197	FIRE CAPTAIN	1.0000	Fire Step Plan	
198	FIRE CAPTAIN	1.0000	Fire Step Plan	
199	FIRE CAPTAIN	1.0000	Fire Step Plan	
200	FIRE CAPTAIN	1.0000	Fire Step Plan	
201	FIRE CAPTAIN	1.0000	Fire Step Plan	
202	FIRE CAPTAIN	1.0000	Fire Step Plan	
203	PLANS EXAMINER	1.0000	64	
204	FIRE INSPECTOR	1.0000	58	
205	FIRE MARSHAL/DIV CHF	1.0000	85	
206	FIREFIGHTER	1.0000	Fire Step Plan	
207	FIREFIGHTER	1.0000	Fire Step Plan	
208	FIREFIGHTER	1.0000	Fire Step Plan	
209	FIREFIGHTER	1.0000	Fire Step Plan	
210	FIREFIGHTER	1.0000	Fire Step Plan	
211	FIREFIGHTER	1.0000	Fire Step Plan	
212	FIREFIGHTER	1.0000	Fire Step Plan	
213	FIREFIGHTER	1.0000	Fire Step Plan	
214	FIREFIGHTER	1.0000	Fire Step Plan	
215	FIREFIGHTER	1.0000	Fire Step Plan	
216	FIREFIGHTER	1.0000	Fire Step Plan	
217	WILDLAND CAPTAIN	1.0000	62	
218	FIREFIGHTER	1.0000	Fire Step Plan	
219	FIREFIGHTER	1.0000	Fire Step Plan	
220	FIREFIGHTER	1.0000	Fire Step Plan	
221	FIREFIGHTER	1.0000	Fire Step Plan	
222	FIREFIGHTER	1.0000	Fire Step Plan	
223	FIREFIGHTER	1.0000	Fire Step Plan	
224	FIREFIGHTER	1.0000	Fire Step Plan	
225	FIREFIGHTER	1.0000	Fire Step Plan	
226	FIREFIGHTER	1.0000	Fire Step Plan	
227	FIREFIGHTER	1.0000	Fire Step Plan	
230	WILDLAND CREW SUPV	1.0000	68	
231	CODE ENFORCEMENT OFF	1.0000	47	
232	SQUAD BOSS	1.0000	54	
233	SQUAD BOSS	1.0000	54	
234	FUEL TECH/WW FF	1.0000	45	
236	FUEL TECH/WW FF	1.0000	45	
237	FUEL TECH/WW FF	1.0000	45	
238	SQUAD BOSS	1.0000	54	

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451	SECRETARY	1.0000	44
468	FIRE PREVENTION AIDE	1.0000	44
536	WILDLAND DIV CHIEF	1.0000	84
597	FIRE ENGINEER	1.0000	Fire Step Plan
598	FIRE ENGINEER	1.0000	Fire Step Plan
599	FIRE ENGINEER	1.0000	Fire Step Plan
	Fire Total	75.0000	
78	COMM SPECIALIST	0.7500	55
80	COMM SPECIALIST	1.0000	55
81	COMM SPECIALIST-trainee	1.0000	53
82	COMM SPECIALIST	1.0000	55
83	COMM SPECIALIST	1.0000	55
84	COMM SPECIALIST	1.0000	55
85	COMM SPECIALIST	1.0000	55
86	COMM SPECIALIST	1.0000	55
87	COMM SPECIALIST	1.0000	55
88	COMM SPECIALIST	1.0000	55
89	COMM SPECIALIST	1.0000	55
90	COMM SPECIALIST	1.0000	55
91	COMM SPECIALIST	1.0000	55
92	COMM SPECIALIST	1.0000	55
94	COMM SPECIALIST	1.0000	55
95	COMM SPECIALIST	1.0000	55
96	COMM SPECIALIST	1.0000	55
97	COMM SPECIALIST	1.0000	55
98	COMM SPECIALIST	1.0000	55
99	COMM SPECIALIST-trainee	1.0000	53
100	COMM SPECIALIST-trainee	1.0000	53
101	COMM SPECIALIST SUPV	1.0000	61
102	COMM SPECIALIST SUPV	1.0000	61
103	COMM SPECIALIST SUPV	1.0000	61
262	IT SPECIALIST	1.0000	0
352	REG COMM DIRECTOR	1.0000	80
556	COMM SPECIALIST	1.0000	55
557	COMM SPECIALIST	1.0000	55
558	COMM SPECIALIST	1.0000	55
564	COMM SPECIALIST SUPV	1.0000	61
600	BUSINESS MANAGER	1.0000	58
	Regional Communications Total	30.7500	
15	ADMIN ASSISTANT	1.0000	53
105	PUBLIC SAFETY SPECIALIST	0.5000	49
106	PUBLIC SAFETY SPECIALIST	0.7500	49
107	COMM SV WRKR MONITOR	1.0000	44
108	COMM SV WRKR MONITOR	1.0000	44
127	CRIME PREV SPECIALIST	0.5000	49
332	PARKING CNTRL MONITOR	1.0000	47

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349	POLICE CHIEF	1.0000	open range
350	POLICE LIEUTENANT	1.0000	Police Step Plan
351	POLICE LIEUTENANT	1.0000	Police Step Plan
353	POLICE SERGEANT	1.0000	Police Step Plan
354	POLICE OFFICER	1.0000	Police Step Plan
356	POLICE OFFICER	1.0000	Police Step Plan
357	POLICE OFFICER	1.0000	Police Step Plan
358	POLICE OFFICER	1.0000	Police Step Plan
359	POLICE OFFICER	1.0000	Police Step Plan
361	POLICE OFFICER	1.0000	Police Step Plan
363	POLICE OFFICER	1.0000	Police Step Plan
364	POLICE OFFICER	1.0000	Police Step Plan
365	POLICE OFFICER	1.0000	Police Step Plan
367	POLICE OFFICER	1.0000	Police Step Plan
368	POLICE OFFICER	1.0000	Police Step Plan
369	POLICE OFFICER	1.0000	Police Step Plan
370	POLICE OFFICER	1.0000	Police Step Plan
371	POLICE OFFICER	1.0000	Police Step Plan
372	POLICE OFFICER	1.0000	Police Step Plan
373	POLICE OFFICER	1.0000	Police Step Plan
374	POLICE OFFICER	1.0000	Police Step Plan
375	POLICE OFFICER	1.0000	Police Step Plan
376	POLICE OFFICER	1.0000	Police Step Plan
377	POLICE OFFICER	1.0000	Police Step Plan
378	POLICE OFFICER	1.0000	Police Step Plan
379	POLICE OFFICER	1.0000	Police Step Plan
380	POLICE OFFICER	1.0000	Police Step Plan
381	POLICE OFFICER	1.0000	Police Step Plan
382	POLICE OFFICER	1.0000	Police Step Plan
383	POLICE OFFICER	1.0000	Police Step Plan
384	POLICE SERGEANT	1.0000	Police Step Plan
385	POLICE OFFICER	1.0000	Police Step Plan
386	POLICE OFFICER	1.0000	Police Step Plan
387	POLICE OFFICER	1.0000	Police Step Plan
388	POLICE OFFICER	1.0000	Police Step Plan
389	POLICE OFFICER	1.0000	Police Step Plan
390	POLICE OFFICER	1.0000	Police Step Plan
391	POLICE OFFICER	1.0000	Police Step Plan
392	POLICE OFFICER	1.0000	Police Step Plan
393	POLICE OFFICER	1.0000	Police Step Plan
394	POLICE OFFICER	1.0000	Police Step Plan
395	POLICE OFFICER	1.0000	Police Step Plan
396	POLICE OFFICER	1.0000	Police Step Plan
397	POLICE OFFICER	1.0000	Police Step Plan
398	POLICE OFFICER	1.0000	Police Step Plan
400	POLICE OFFICER	1.0000	Police Step Plan
401	POLICE OFFICER	1.0000	Police Step Plan

FY2011 POSITION ROSTER

402	POLICE OFFICER	1.0000	Police Step Plan	
403	POLICE OFFICER	1.0000	Police Step Plan	
404	POLICE OFFICER	1.0000	Police Step Plan	
405	POLICE OFFICER	1.0000	Police Step Plan	
406	POLICE OFFICER	1.0000	Police Step Plan	
407	POLICE OFFICER	1.0000	Police Step Plan	
408	POLICE OFFICER	1.0000	Police Step Plan	
409	POLICE OFFICER	1.0000	Police Step Plan	
410	POLICE RECORDS CLERK	1.0000	51	
411	POLICE RECORDS CLERK	1.0000	51	
413	POLICE RECORDS CLERK	1.0000	51	
415	POLICE RECORDS CLERK	1.0000	51	
416	POLICE RECORDS SPVR	1.0000	68	
417	POLICE RSRCH ANALYST	1.0000	62	
418	POLICE SERGEANT	1.0000	Police Step Plan	
419	POLICE LIEUTENANT	1.0000	Police Step Plan	
420	POLICE SERGEANT	1.0000	Police Step Plan	
421	POLICE SERGEANT	1.0000	Police Step Plan	
422	POLICE SERGEANT	1.0000	Police Step Plan	
423	POLICE SERGEANT	1.0000	Police Step Plan	
424	POLICE SERGEANT	1.0000	Police Step Plan	
425	POLICE SERGEANT	1.0000	Police Step Plan	
426	POLICE SERGEANT	1.0000	Police Step Plan	
430	PROP&EVIDENCE TECH	1.0000	51	
431	PROP&EVIDENCE TECH	1.0000	51	
448	SECRETARY	1.0000	44	
449	SECRETARY	0.5000	44	
452	SECRETARY	1.0000	44	
560	POLICE OFFICER	1.0000	Police Step Plan	
561	POLICE OFFICER	1.0000	Police Step Plan	
562	POLICE OFFICER	1.0000	Police Step Plan	
563	POLICE OFFICER	1.0000	Police Step Plan	
565	POLICE RECORDS CLERK	1.0000	51	
	Police Total	85.2500		
27	ANIMAL CNTRL OFFICER	1.0000	47	
29	ANIMAL CNTRL OFFICER	1.0000	47	
31	ANIMAL CNTRL SUPV	1.0000	54	
	Animal Control Total	3.0000		
36	OUTSIDE SERVICES MANAGER	1.0000	58	
239	GOLF MANAGER	1.0000	82	
242	GREENS SUPT	1.0000	74	
244	GREENSKEEPER	1.0000	41	
245	GREENSKEEPER	1.0000	41	
247	GREENSKEEPER	1.0000	41	
248	EQUIPMENT MECHANIC	1.0000	59	
249	IRRIGATION TECH	1.0000	52	

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250	EQUIPMENT MECHANIC	1.0000	59
296	2ND ASST GREENS SUPT	1.0000	58
305	IRRIGATION TECH	1.0000	52
578	ASST GREENS SUPT	1.0000	64
602	BUSINESS MANAGER	1.0000	46
610	BEVERAGE SERVICE COORDINATOR	0.5000	41
611	CART SERVICE COORDINATOR	0.5000	41
612	PRO-SHOP ASSISTANT	0.5000	35
613	PRO-SHOP ASSISTANT	0.5000	35
	Golf Course Total	15.0000	
601	SOUS CHEF	1.0000	46
603	RESTAURANT MANAGER	1.0000	60
604	CHEF	1.0000	68
	Restaurant Total	3.0000	
54	OFFICE MANAGER	1.0000	58
56	CHIEF ASST CITY ATTY	1.0000	88
58	CITY ATTORNEY	1.0000	open range
68	CITY PROSECUTOR	1.0000	88
137	DETECTIVE	1.0000	62
269	LEGAL SECRETARY	0.5000	51
270	LEGAL SECRETARY	1.0000	51
442	LEGAL ASSISTANT	1.0000	57
458	SR ASSIST CITY ATTY	1.0000	84
	Legal Total	8.5000	
331	RISK MANAGEMENT SPECIALIST	1.0000	61
555	RISK MANAGEMENT ANALYST	1.0000	66
596	RISK MANAGER	1.0000	open range
	Risk Management Total	3.0000	
38	ASST LIBRARY DIR	1.0000	74
53	BUSINESS MANAGER	1.0000	58
132	CUSTODIAN	1.0000	35
267	LEAD LIBRARIAN	1.0000	65
268	LEAD LIBRARIAN	1.0000	65
272	LIBRARIAN	1.0000	61
273	LIBRARIAN	1.0000	61
274	LIBRARIAN	1.0000	61
275	LIBRARIAN	1.0000	61
278	LIBRARIAN	1.0000	61
280	LIBRARY ASSISTANT	0.5000	45
281	LIBRARY ASSISTANT	1.0000	45
282	LIBRARY ASSISTANT	1.0000	45
283	LIBRARY ASSISTANT	0.5000	45
284	LIBRARY ASSISTANT	1.0000	45
285	LIBRARY ASSISTANT	1.0000	45
286	LIBRARY ASSISTANT	1.0000	45
287	LIBRARY DIRECTOR	1.0000	82

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289	LIBRARY SPECIALIST	1.0000	51
290	LIBRARY SPECIALIST	1.0000	51
306	MAINTENANCE TECH	1.0000	52
572	LIBRARY ASSISTANT	0.5000	45
573	LIBRARY ASSISTANT	0.5000	45
574	LIBRARY SPECIALIST	1.0000	51
271	LIBRARIAN	1.0000	61
277	LIBRARIAN	1.0000	59
288	LIBRARY NETWORK MGR	1.0000	70
	Library Total	25.0000	
149	EQUIPMENT MECHANIC	1.0000	59
264	LNDSCP COORDINATOR	1.0000	60
265	MAINTENANCE TECH	1.0000	52
302	MAINTENANCE TECH	1.0000	52
304	MAINTENANCE TECH	1.0000	52
308	MAINTENANCE TECH	1.0000	52
310	MAINTENANCE WORKER	1.0000	41
313	MAINTENANCE WORKER	1.0000	41
333	PARKS REGIONAL COORDINATOR	1.0000	62
334	PARKS REGIONAL COORDINATOR	1.0000	62
435	RECREATION SUPERVISOR	1.0000	68
436	RECREATION LEADER	0.5000	41
437	RECREATION LEADER	0.5000	41
438	PRK/REC/LIB DIRECTOR	1.0000	open range
440	ASA/TOURNAMENT SUPERVISOR	1.0000	68
446	SECRETARY	1.0000	44
488	PARK MAINTENANCE SUPERINTENDENT	1.0000	74
498	SUPERINTENDENT SPECIAL PROJECTS	1.0000	74
499	TURF & IRR COORD	1.0000	57
	Parks & Recreation Total	18.0000	
20	CYMPO PROGRAM COORDINATOR	1.0000	60
291	MPO ADMINISTRATOR	1.0000	0
608	CYMPO PROGRAM MANAGER	0.5000	66
	CYMPO Total	2.5000	
150	EQUIPMENT OPERATOR	1.0000	52
151	EQUIPMENT OPERATOR	1.0000	52
152	EQUIPMENT OPERATOR	1.0000	52
153	EQUIPMENT OPERATOR	1.0000	52
155	EQUIPMENT OPERATOR	1.0000	52
156	EQUIPMENT OPERATOR	1.0000	52
157	EQUIPMENT OPERATOR	1.0000	52
158	EQUIPMENT OPERATOR	1.0000	52
295	MAINTENANCE SPCLST	1.0000	59
316	MAINTENANCE TECH	1.0000	52
318	MAINTENANCE WORKER	1.0000	41
319	SR EQUIP OPERATOR	1.0000	56

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320	MAINTENANCE WORKER	1.0000	41
321	MAINTENANCE WORKER	1.0000	41
322	MAINTENANCE WORKER	1.0000	41
457	ADMINISTRATION SUPERINTENDENT	1.0000	74
461	SR EQUIP OPERATOR	1.0000	56
464	SR EQUIP OPERATOR	1.0000	56
483	FIELD OPS MANAGER	1.0000	open range
486	FIELD OPS SUPERINTENDENT	1.0000	74
487	FIELD OPS SUPERVISOR	1.0000	68
490	TRAFFIC CNTRL WORKER	1.0000	53
491	TRAFFIC CNTRL WORKER	1.0000	53
492	FIELD OPS SUPERVISOR	1.0000	68
541	FIELD OPS SUPERVISOR	1.0000	68
591	EQUIPMENT OPERATOR	1.0000	52
594	EQUIPMENT OPERATOR	1.0000	52
595	EQUIPMENT OPERATOR	1.0000	52
	Streets Total	28.0000	
6	ACCOUNTING CLERK	1.0000	44
11	ACCOUNTING TECH	1.0000	53
73	COMM EQUIP OPERATOR	1.0000	54
74	COMM EQUIP OPERATOR	1.0000	54
139	FIELD OPS SUPERVISOR	1.0000	68
159	EQUIPMENT OPERATOR	1.0000	52
160	EQUIPMENT OPERATOR	1.0000	52
161	EQUIPMENT OPERATOR	1.0000	52
162	EQUIPMENT OPERATOR	1.0000	52
255	COMM EQUIP OPERATOR	1.0000	54
292	MAINTENANCE SPCLST	1.0000	59
344	MAINTENANCE WORKER	1.0000	41
462	SR EQUIP OPERATOR	1.0000	56
465	SR EQUIP OPERATOR	1.0000	56
466	SR EQUIP OPERATOR	1.0000	56
467	SR EQUIP OPERATOR	1.0000	56
482	FIELD OPS SUPERVISOR	1.0000	68
484	FIELD OPS SUPERINTENDENT	1.0000	77
540	COMM EQUIP OPERATOR	1.0000	54
575	EQUIPMENT OPERATOR	1.0000	52
576	EQUIPMENT OPERATOR	1.0000	52
589	EQUIPMENT OPERATOR	1.0000	52
590	EQUIPMENT OPERATOR	1.0000	52
592	EQUIPMENT OPERATOR	1.0000	52
593	EQUIPMENT OPERATOR	1.0000	52
607	ACCOUNTING CLERK	1.0000	44
	Solid Waste Total	26.0000	
19	ADMIN ASSISTANT	1.0000	53
69	SENIOR CIVIL ENGINEER	1.0000	88

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116	CAPITAL PROJECTS MANAGER	1.0000	81
118	CONTRACT SPECIALIST	1.0000	61
142	PUBLIC WORKS DIRECTOR	1.0000	open range
553	CIVIL ENGINEER	1.0000	82
566	SECRETARY	1.0000	44
567	CAPITAL PROJECTS MANAGER	1.0000	81
568	SR ENG TECHNICIAN	1.0000	70
571	CAPITAL PROGRAM MANAGER	1.0000	86
615	SENIOR PROJECT MANAGER	1.0000	85
	Public Works Total	11.0000	
109	CONST INSPECTOR	1.0000	58
110	CONST INSPECTOR	1.0000	58
111	CONST INSPECTOR	1.0000	58
114	CONST INSPECTOR	1.0000	58
115	CONST INSPECTOR	1.0000	58
117	CONST SVCS SUPERINTENDENT	1.0000	83
323	CONST INSPECTOR	1.0000	58
551	CONST INSPECTOR SUPV	1.0000	67
	Construction Services Total	8.0000	
14	DEVELOPMENT COORDINATOR	1.0000	56
55	CAD TECHNICIAN	1.0000	63
65	CITY ENGINEER	1.0000	88
119	CONTRACT SPECIALIST	1.0000	61
138	DEVLPMNT SVC MNGR	1.0000	70
339	PERMIT TECHNICIAN	1.0000	50
441	REG LAND SURVEYOR	1.0000	64
460	SR ENG TECHNICIAN	1.0000	70
493	TRAFFIC ENGINEER	1.0000	88
494	TRAFFIC ENG TECHN	1.0000	63
495	TRAFFIC SIGNAL SPCL	1.0000	61
496	TRAFFIC SIGNAL SPCL	1.0000	61
497	TRAFFIC SIGNAL SUPV	1.0000	70
500	DRAINAGE ENG-CIVIL	1.0000	82
552	CAPITAL PROJECT MANAGER	1.0000	81
569	CAPITAL PROJECT MANAGER	1.0000	81
	Engineering Total	16.0000	
134	METER READER	1.0000	43
326	METER READER	1.0000	43
327	METER READER	1.0000	43
328	METER READER	1.0000	43
	Metering Services Total	4.0000	
297	MAINTENANCE SPCLST	1.0000	59
456	SECRETARY	1.0000	44
471	SR UTILITY WRKR	1.0000	52
472	SR UTILITY WRKR	1.0000	52
473	SR UTILITY WRKR	1.0000	52

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474	SR UTILITY WRKR	1.0000	52
475	SR UTILITY WRKR	1.0000	52
502	UTILITY WORKER	1.0000	48
504	UTILITY WORKER	1.0000	48
505	UTILITY WORKER	1.0000	48
506	UTILITY WORKER	1.0000	48
507	UTILITY WORKER	1.0000	48
508	UTILITY WORKER	1.0000	48
509	UTILITY WORKER	1.0000	48
527	WATER DIST SUPV	1.0000	68
528	WATER OPERATOR	1.0000	56
529	WATER OPERATOR	1.0000	56
530	WATER OPERATOR	1.0000	56
531	WATER OPERATOR	1.0000	56
533	WATER PROD SUPV	1.0000	68
534	WATER QUAL TECHN	1.0000	56
535	WATER SUPERINTENDENT	1.0000	77
	Water Total	22.0000	
1	ADMIN SPECIALIST	1.0000	52
298	MAINTENANCE SPCLST	1.0000	59
299	MAINTENANCE SPCLST	1.0000	59
476	SR UTILITY WRKR	1.0000	52
477	SR UTILITY WRKR	1.0000	52
478	SR UTILITY WRKR	1.0000	52
479	SR UTILITY WRKR	1.0000	52
480	SR UTILITY WRKR	1.0000	52
501	UTILITIES OP MANAGER	1.0000	86
510	UTILITY WORKER	1.0000	48
511	UTILITY WORKER	1.0000	48
512	UTILITY WORKER	1.0000	48
513	UTILITY WORKER	1.0000	48
514	UTILITY WORKER	1.0000	48
515	UTILITY WORKER	1.0000	48
516	WW COLLECTION SUPV	1.0000	68
517	WASTEWATER SUPT	1.0000	77
518	WW TREAT PLANT OP	1.0000	59
519	WW TREAT PLANT OP	1.0000	59
520	WW TREAT PLANT OP	1.0000	59
521	WW TREAT PLANT OP	1.0000	59
522	WW TREAT PLANT OP	1.0000	59
523	WW TREAT PLANT OP	1.0000	59
524	WW TREAT PLANT OP	1.0000	59
525	WW TREAT PLANT OP	1.0000	59
532	WATER OPERATOR	1.0000	56
537	WWTP LAB TECH/REL OP	1.0000	59
538	WWTP OP SUPERVISOR	1.0000	70

FY2011 POSITION ROSTER

539	WWTP OP SUPERVISOR	1.0000	70
606	WATER PROTECTION SPECIALIST	1.0000	59
	Wastewater Total	30.0000	
	Total FY11 Positions	512.2500	

CITY OF PRESCOTT, ARIZONA
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2011

FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES* 2010	ACTUAL EXPENDITURES/ EXPENSES ** 2010	FUND BALANCE/ NET ASSETS*** July 1, 2010**	PROPERTY TAX REVENUES 2011	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2011	OTHER FINANCING 2011		INTERFUND TRANSFERS 2011		TOTAL FINANCIAL RESOURCES AVAILABLE 2011	BUDGETED EXPENDITURES/ EXPENSES 2011
						SOURCES	<USES>	IN	<OUT>		
1. General Fund	\$ 31,112,233	\$ 30,166,088	\$ 18,373,655	\$ 1,251,978	\$ 27,659,851	\$	\$	\$ 300,000	\$ (1,026,670)	\$ 48,812,154	\$ 31,628,601
2. Special Revenue Funds	53,828,238	29,874,130	17,195,311		26,768,837	8,013,193		1,274,106	(477,611)	53,729,058	39,218,402
3. Debt Service Funds Available	1,986,840	1,986,840	224,111	1,573,160	427,331					2,224,602	1,985,491
4. Less: Designation for Future Debt Retirement											
5. Total Debt Service Funds	1,986,840	1,986,840	224,111	1,573,160	427,331					2,224,602	1,985,491
6. Capital Projects Funds											
7. Permanent Funds	100,000	85,000	791,126		10,000					801,126	110,000
8. Enterprise Funds Available	84,190,196	43,374,366	35,918,505		39,408,202	46,008,668		170,234	(240,059)	121,745,668	71,055,479
9. Less: Designation for Future Debt Retirement											
10. Total Enterprise Funds	84,190,196	43,374,366	35,918,505		39,408,202	46,008,668		170,234	(240,059)	121,745,668	71,055,479
11. Internal Service Funds	9,801,186	8,719,095	8,124,693		6,491,806					14,616,499	8,933,733
12. TOTAL ALL FUNDS	\$ 180,818,693	\$ 114,205,519	\$ 80,627,401	\$ 2,825,138	\$ 100,766,027	\$ 54,021,861	\$	\$ 1,744,340	\$ (1,744,340)	\$ 241,729,107	\$ 152,931,705

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditure limitation

	2010	2011
1. Budgeted expenditures/expenses	\$ 180,818,693	\$ 152,931,705
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	180,818,693	152,931,705
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 180,818,693	\$ 152,931,705
6. EEC or voter-approved alternative expenditure limitation	\$	\$

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Asset amounts except for amounts invested in capital assets, net of related debt, and reserved/restricted amounts established as offsets to assets presented for informational purposes (i.e., prepaids, inventory, etc.).

CITY OF PRESCOTT, ARIZONA
Summary of Tax Levy and Tax Rate Information
Fiscal Year 2011

	2010	2011
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 1,338,494	\$ 1,383,159
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 1,235,701	\$ 1,251,978
B. Secondary property taxes	1,646,680	1,573,160
C. Total property tax levy amounts	\$ 2,882,381	\$ 2,825,138
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 1,203,915	
(2) Prior years' levies	31,786	
(3) Total primary property taxes	\$ 1,235,701	
B. Secondary property taxes		
(1) Current year's levy	\$ 1,599,529	
(2) Prior years' levies	47,151	
(3) Total secondary property taxes	\$ 1,646,680	
C. Total property taxes collected	\$ 2,882,381	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.1695	0.1737
(2) Secondary property tax rate	0.2002	0.2093
(3) Total city/town tax rate	0.3697	0.3830

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the City of Prescott did not operate any special districts for which secondary property taxes are levied.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2011

SOURCE OF REVENUES	ESTIMATED REVENUES 2010	ACTUAL REVENUES* 2010	ESTIMATED REVENUES 2011
GENERAL FUND			
Local taxes			
Privilege and Use Tax	\$ 12,677,500	\$ 11,943,100	\$ 11,922,500
Franchise Taxes	1,608,902	1,673,000	1,700,240
Licenses and permits	397,750	304,243	300,750
Intergovernmental			
State	10,812,411	10,739,981	9,261,684
Local Jurisdictions	2,344,708	2,101,656	2,392,833
Charges for services	540,720	918,739	1,150,800
Fines and forfeits	442,500	468,842	455,500
Interest on investments	200,000	200,000	350,000
In-lieu property taxes	74,142	73,280	73,280
Miscellaneous	324,124	75,314	52,264
Total General Fund	\$ 29,422,757	\$ 28,498,155	\$ 27,659,851
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Intergovernmental - State	\$ 3,118,684	\$ 3,034,402	\$
Intergovernmental - Local Jurisdictions	284,544	255,209	
Miscellaneous	232,721	231,361	
Total Highway User Revenue Fund	\$ 3,635,949	\$ 3,520,972	\$
Streets and Open Space Fund			
Streets and Open Space Tax	\$ 12,195,000	\$ 11,470,000	\$ 11,450,000
Intergovernmental - Federal		12,737	478,000
Intergovernmental - State	1,000,000	1,510,000	3,017,275
Intergovernmental - County	2,010,000	1,500,000	1,487,924
Interest Earned	120,000	50,000	51,000
Intergovernmental - Local Jurisdictions	157,420	1,893	124,149
Miscellaneous	480,000	369,989	1,539,011
Total Local Transportation Assistance Fund	\$ 15,962,420	\$ 14,914,619	\$ 18,147,359
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 491,817	\$ 447,553	\$ 460,980
Fees/Donations	38,000	59,000	82,000
Miscellaneous	100	1,308	
Total Transient Occupancy Tax Fund	\$ 529,917	\$ 507,861	\$ 542,980
Capital Improvement Fund			
Interest Earned	\$ 250,000	\$ 150,000	\$
Miscellaneous	500	29,700	
Total Capital Improvement Fund	\$ 250,500	\$ 179,700	\$
Impact Fees Fund			
Impact Fees	\$ 322,700	\$ 668,850	\$ 645,400
Miscellaneous	97,820	75,235	75,235
Total Impact Fees Fund	\$ 420,520	\$ 744,085	\$ 720,635
Grants Fund			
Miscellaneous Grants	13,512,539	1,360,679	7,357,863
Total Grants Fund	\$ 13,512,539	\$ 1,360,679	\$ 7,357,863
Total Special Revenue Funds	\$ 34,311,845	\$ 21,227,916	\$ 26,768,837

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Revenues Other Than Property Taxes
Fiscal Year 2011

SOURCE OF REVENUES	ESTIMATED REVENUES 2010	ACTUAL REVENUES* 2010	ESTIMATED REVENUES 2011
DEBT SERVICE FUNDS			
Special Assessments	\$ 332,151	\$ 332,151	\$ 337,151
Interest Earned	121,464	106,464	90,180
Total Debt Service Funds	\$ 453,615	\$ 438,615	\$ 427,331
PERMANENT FUNDS			
Acker Trust	25,000	10,000	10,000
	\$ 25,000	\$ 10,000	\$ 10,000
Total Permanent Funds	\$ 25,000	\$ 10,000	\$ 10,000
ENTERPRISE FUNDS			
Water Fund	\$ 16,040,675	\$ 13,864,032	\$ 15,267,790
Wastewater Fund	6,958,609	7,006,315	8,338,096
Solid Waste/Transfer Station Fund	9,400,449	8,642,331	8,276,042
Golf Course Fund	3,377,007	2,771,893	2,965,117
Airport Fund	2,960,681	1,633,412	4,502,107
Parking Garage Fund	64,500	57,732	59,050
Total Enterprise Funds	\$ 38,801,921	\$ 33,975,715	\$ 39,408,202
INTERNAL SERVICE FUNDS			
Central Garage Fund	\$ 3,709,176	\$ 3,845,618	\$ 1,601,468
Self-Insurance Fund	2,044,627	2,023,677	2,046,517
Facilities Maintenance Fund	990,793	991,293	956,047
Engineering Fund	1,903,222	1,820,479	1,887,774
Total Internal Service Funds	\$ 8,647,818	\$ 8,681,067	\$ 6,491,806
TOTAL ALL FUNDS	\$ 111,662,956	\$ 92,831,468	\$ 100,766,027

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Fund Type of Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2011

FUND	OTHER FINANCING 2011		INTERFUND TRANSFERS 2011	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
	\$	\$	\$ 300,000	\$ (1,026,670)
Total General Fund	\$	\$	\$ 300,000	\$ (1,026,670)
SPECIAL REVENUE FUNDS				
Streets and Open Space Fund	\$ 8,013,193	\$	\$ 400,059	\$ (300,000)
Impact Fee Funds				(160,000)
Transient Occupancy Tax				(17,611)
Grants Fund			874,047	
Total Special Revenue Funds	\$ 8,013,193	\$	\$ 1,274,106	\$ (477,611)
ENTERPRISE FUNDS				
Water Fund	\$ 10,808,668	\$	\$	\$
Wastwater Fund	35,200,000			
Solid Waste Fund				(240,059)
Parking Garage			17,611	
Golf Course Fund				
Airport Fund			152,623	
Total Enterprise Funds	\$ 46,008,668	\$	\$ 170,234	\$ (240,059)
TOTAL ALL FUNDS	\$ 54,021,861	\$	\$ 1,744,340	\$ (1,744,340)

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses Within Each Fund Type
Fiscal Year 2011

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2010	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2010	ACTUAL EXPENDITURES/ EXPENSES* 2010	BUDGETED EXPENDITURES/ EXPENSES 2011
GENERAL FUND				
City Council	\$ 55,941	\$	\$ 54,278	\$ 118,134
City Clerk	75,150	40,000	105,815	172,987
City Court	525,193		507,098	523,160
City Manager	1,760,663		1,675,149	2,923,062
Legal Department	277,292		268,664	306,928
Budget & Finance	1,746,610		1,370,172	749,922
Administrative Services	236,756		214,978	908,976
Community Development	1,638,460		1,619,540	1,618,515
Parks, Recreation & Library	5,452,628		5,367,755	5,361,906
Police Department	9,863,514	(240,000)	9,509,290	9,067,321
Fire Department	7,045,674	200,000	7,184,388	6,911,841
Regional Communications	2,434,352		2,288,962	2,965,848
Total General Fund	\$ 31,112,233	\$	\$ 30,166,088	\$ 31,628,601
SPECIAL REVENUE FUNDS				
Highway User Fund	\$ 3,882,857	\$	\$ 3,649,120	\$
1% Streets and Open Space	29,388,936		20,297,821	29,332,099
Transient Occupancy Tax	594,393		462,507	656,643
Capital Improvement Fund	4,614,042		3,696,282	
Impact Fee Fund	191,700		100,000	825,000
Grants Fund	14,956,310		1,668,400	8,404,660
Total Special Revenue Funds	\$ 53,628,238	\$	\$ 29,874,130	\$ 39,218,402
DEBT SERVICE FUNDS	\$ 1,986,840	\$	\$ 1,986,840	\$ 1,985,491
PERMANENT FUNDS				
Trust Funds	100,000		85,000	110,000
Total Permanent Funds	\$ 100,000	\$	\$ 85,000	\$ 110,000
ENTERPRISE FUNDS				
Water Fund	\$ 55,707,840	\$	\$ 21,595,240	\$ 39,000,607
Wastewater Fund	12,880,361		8,062,928	16,490,321
Solid Waste/Transfer Station Fund	9,082,788		8,467,303	8,047,453
Golf Course Fund	3,372,782		3,320,820	2,964,510
Airport Fund	3,069,265		1,851,322	4,476,306
Parking Garage Fund	77,160		76,753	76,282
Total Enterprise Funds	\$ 84,190,196	\$	\$ 43,374,366	\$ 71,055,479
INTERNAL SERVICE FUNDS				
Central Garage Fund	\$ 4,689,818	\$	\$ 3,927,555	\$ 4,099,615
Self-Insurance Fund	2,223,627		1,983,677	2,006,493
Engineering Fund	1,898,948		1,819,879	1,861,925
Facilities Maintenance Fund	988,793		987,984	965,700
Total Internal Service Funds	\$ 9,801,186	\$	\$ 8,719,095	\$ 8,933,733
TOTAL ALL FUNDS	\$ 180,818,693	\$	\$ 114,205,519	\$ 152,931,705

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF PRESCOTT, ARIZONA
Summary by Department of Expenditures/Expenses
Fiscal Year 2011

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2010	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2010	ACTUAL EXPENDITURES/ EXPENSES * 2010	BUDGETED EXPENDITURES/ EXPENSES 2011
Public Works:				
1% Streets and Open Space	\$ 29,388,936	\$	\$ 20,297,821	\$ 25,426,271
Streets (HURF) Fund	2,582,799		2,554,781	
Engineering	1,898,948		1,819,879	1,861,925
Water Fund	55,707,840		21,595,240	39,000,607
Wastewater Fund	12,880,361		8,062,928	16,490,321
Department Total	\$ 102,458,884	\$	\$ 54,330,649	\$ 82,779,124
Field Operations:				
Streets (HURF) Fund	\$ 1,300,058	\$	\$ 1,094,339	\$
1% Streets and Open Space				3,863,078
Solid Waste/Transfer Station	9,082,788		8,467,303	8,047,453
Department Total	\$ 10,382,846	\$	\$ 9,561,642	\$ 11,910,531

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Unfunded Capital - Summary

<u>Project Description</u>	<u>FY2011</u>
<u>Administrative Services</u>	
Rodeo Grandstands - Electrical Upgrades	882,532
Rodeo Grounds Restrooms	575,000
Rodeo Grandstands - Concessions	350,000
Rodeo Grandstands Roof Replacement	270,000
Rodeo Grandstands Concrete Remediation	257,100
Rodeo Grounds Lead Paint & Asbestos Survey	27,300
Total Administrative Services	<u>2,361,932</u>
<u>Finance/Information Technology</u>	
E-Mail Archiving System	75,000
Total Finance/IT	<u>75,000</u>
<u>Community Development</u>	
Neighborhood Cleanup Program	10,000
Total Community Development	<u>10,000</u>
<u>Parks, Recreation & Library</u>	
ADA Compliant Play Area Surfacing	100,000
Total Parks, Recreation & Library	<u>100,000</u>