



admin@mhcwd.org (530) 878-8096
16733 Placer Hills Road, PO Box 596, Meadow Vista, CA 95722

AGENDA

Regular Board Meeting, June 20, 2024, at 2:00 p.m.

- ❖ The following agenda has been prepared and posted at least 72 hours prior to the regular board meeting of the Midway Heights County Water District Board of Directors in accordance with the Ralph M. Brown Act.
 - ❖ The chronological order of agenda items does not necessarily mean that each item will be considered in that order. Any listed items may be considered at any time during the meeting, at the discretion of the Board President.
 - ❖ The public may address the Board on each agenda item during the Board's consideration of that item. Members of the public may be asked to state their name for the record but are not required to do so.
 - ❖ The Board is prohibited by law from acting on any matter not appearing on the posted agenda, except in certain cases provided for in the Brown Act.
 - ❖ Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection at the District Office at the address listed above.
 - ❖ In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office at (530) 878-8096. Requests must be made as early as possible, and at least one full business day before the start of the meeting.
 - ❖ In accordance with Government Code Sec. 54954.2(a), this notice and agenda were posted at the following locations: MHCWD Office; Meadow Vista Post Office; Meadow Vista Village Center; at the intersection of Placer Hills and Peaceful Valley Roads; and at the intersection of Oak Hill and Hillsdale Roads.
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AGENDA

Regular Board Meeting, June 20, 2024

I. CALL TO ORDER

II. ROLL CALL OF DIRECTORS

Establish a quorum and identify for the minutes any other persons attending. Members of the public may remain anonymous in the minutes unless they wish to participate in the Public Forum, below, or comment on other agenda items.

III. REVIEW AND APPROVAL OF MINUTES

The minutes from the May 13, 2024, Special Meeting will be discussed and may be approved. Page 4

The minutes from the May 16, 2024, Regular Meeting will be discussed and may be approved. Pages 5-10

IV. PUBLIC FORUM

This time is scheduled for comments from members of the public concerning subjects that do not specifically appear as items elsewhere on the agenda. The total time allotted for the public forum session is generally limited to 20 minutes. Discussion on each particular issue is limited to 10 minutes. Individuals are limited to approximately 3 minutes of public comments.

Potential issues or action items raised during the Public Forum will be noted by the Secretary and offered for discussion during the Calendar Review later in the session.

V. GENERAL BUSINESS

A. DISCUSSION & ACTION RE: CHANGE OF DISTRICT COUNSEL Pages 11-23

Consider approving the firm of Cole Huber to provide legal services to the District, succeeding Bartkiewicz, Kronick & Shanahan. Derek Cole is scheduled to address the Board.

B. REVIEW & POSSIBLE APPROVAL OF JUNE NEWSLETTER Page 24

Consider approving the June newsletter.

C. ACTING GENERAL MANAGER

Consider approving a one-time increase in compensation for Field Manager, Robert Brown, in the amount of \$ 1,431.75 for additional duties performed during the time period June 29, 2024 – July 22, 2024.

D. FIELD REPORT Page 25

Review of the Field Report.

AGENDA

Regular Board Meeting, June 20, 2024

E. GENERAL MANAGER'S REPORT

1. Update on consolidation exploration with PCWA. Rate setting philosophy research.
2. Update on grant from PCWA for connection fee and rate study
3. Management Continuity Report: Completion of this report continues.

VI. FINANCIAL

A. TREASURER'S REPORT Pages 26-32

The Treasurer's Reports of Fund Summaries, Transfers, and Checking Account Reconciliation Registers for May 2024, as provided in the Board Packet, is offered for discussion and possible acceptance by the Board.

VII. GENERAL DISCUSSION AND CALENDAR REVIEW

The Board and staff may take this opportunity to ask questions; provide or receive information; make requests or provide direction regarding subsequent meeting agendas.

Current list of potential agenda items:

1. Management Continuity Plan review.
2. Annual Strategic Plan review and update.
3. Water Quality presentation.
4. Policies and procedures revisions update.
5. Communications policy update.

VIII. ANNOUNCEMENT OF NEXT REGULAR MEETING DATE & TIME

The next meeting, unless otherwise decided in session, will be held July 18, 2024, at 2:00 p.m. at the District Office.

IX. CLOSED SESSION

Closed session for conference with legal counsel concerning anticipated litigation (Gov Code 54956.9, subd.(d)(2)) – real property dispute with Jeffrey and Jaimey Mulvaney Clark.

X. CLOSED SESSION

Directors will meet with Legal Counsel without staff or the public present. Public employee performance evaluation of the General Manager (Government Code, §54957).

XI. ADJOURNMENT

MIDWAY HEIGHTS COUNTY WATER DISTRICT

Special Board Meeting Minutes

May 13, 2024, 2:00 P.M. at Meadow Vista Community Center
1101 Meadow Vista Road, Meadow Vista CA. 95722

I. CALL TO ORDER

President Nevins called the meeting to order at 2:00 PM.

II. ROLL CALL

DIRECTORS PRESENT: Pauline Nevins, President
Tom Kane, Vice-President
Trisha Di Paola, District Treasurer

DIRECTORS ABSENT: Ronald Tucker
Paul Nicholas, ACWA/JPIA Representative

OTHERS PRESENT: Porter Scott, Counsel

MEMBERS OF THE PUBLIC: None

III. PUBLIC FORUM -- None

IV. CLOSED SESSION: CONFERENCE WITH DISTRICT COUNSEL

The Board went into closed session at 2:01 PM. The Board came out of closed session at 2:30 PM. No reportable action.

V. ADJOURNMENT

President Nevins adjourned the meeting at 2:30 PM.

Respectfully Submitted,

Approved,

Mary Ambrosoli
Secretary to the Board
Midway Heights County Water District

Pauline Nevins
President of the Board

Dated: _____

Midway Heights County Water District
All Attachments, Ordinances, Resolutions, Policies, etc. are on file with Midway Heights County Water District.
Copies are available upon request.

MIDWAY HEIGHTS COUNTY WATER DISTRICT

Regular Board Meeting Minutes

May 16, 2024, 2:00 p.m. at District Office
16733 Placer Hills Road, Meadow Vista CA. 95722

I. CALL TO ORDER

President Nevins called the meeting to order at 2:00 p.m.

II. ROLL CALL

DIRECTORS PRESENT: Pauline Nevins, President
Trisha Di Paola, Board Treasurer
Ronald Tucker, Director

DIRECTORS ABSENT: Tom Kane, Vice-President
Paul Nicholas, Director & ACWA/JPIA Rep

OTHERS PRESENT: Jason Tiffany, General Manager
Mary Ambrosoli, Secretary to the Board

MEMBERS OF THE PUBLIC: none

III. REVIEW AND APPROVAL OF MINUTES

M/S Trisha Di Paola/Ronald Tucker to accept the March 21, 2024, Regular Meeting minutes as written.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

Board Totals: Ayes 3 Nays Abstain Absent 2

Motion Result: Passed Failed

M/S Trisha Di Paola/Ronald Tucker to accept the April 18, 2024, Special Meeting minutes as amended.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

Board Totals: Ayes 3 Nays Abstain Absent 2

Motion Result: Passed Failed

IV. PUBLIC FORUM

None

V. GENERAL BUSINESS

A. DISCUSSION & ACTION RE: CONSIDERATION OF RESOLUTION 2024-02 ELECTION CONSOLIDATION

M/S Ronald Tucker/Trisha Di Paola to approve Resolution 2024-02 Election Consolidation as presented.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

Board Totals: Ayes 3 Nays Abstain Absent 2

Motion Result: Passed Failed

B. REVIEW OF BOARD MEMBER RECRUITMENT

After discussion on different methods of outreach, the Board directed staff to mail a postcard notice, and include information in the June newsletter for upcoming open Board seats. The deadline to receive resumes will be August 5, 2024, with a new Director to possibly be approved at the August 15, 2024 Board meeting.

C. REPORT FROM EMPLOYEE HEALTH BENEFITS AD-HOC COMMITTEE

The Ad-Hoc Committee recommended providing dental and vision benefits for field staff through Delta Dental and VSP, to be effective 7/1/24. The cost to the District will be approximately \$1,300 annually.

M/S Ronald Tucker/Trisha Di Paola to approve District provide dental and vision benefits for field staff effective 7/1/24.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Board Totals:	Ayes	<input type="text" value="3"/>	Nays	<input type="text" value=""/>	Abstain	<input type="text" value=""/>	Absent	<input type="text" value="2"/>
Motion Result:	Passed	<input checked="" type="checkbox"/>	Failed	<input type="checkbox"/>				

F. FIELD REPORT

The Board reviewed the field report provided in the Board packet for March and April 2024.

G. GENERAL MANAGER’S REPORT

The GM discussed the following topics:

1. Update on consolidation exploration with PCWA. PCWA has required the District provide an evaluation of hazards, and rate setting philosophy.
2. Update on grant from PCWA for connection fee and rate study: The District grant request was not funded. PCWA is currently focusing on water quality for existing projects.
3. Management Continuity Report: Completion of this report continues.

VI. FINANCIAL

A. REVIEW OF REVISED BUDGET AD-HOC COMMITTEE SCOPE STATEMENT FOR FY 2025 – information only

B. REVIEW AND POSSIBLE ADOPTION OF DRAFT BUDGET

M/S TRISHIA DI PAOLA/RONALD TUCKER to approve the budget for FY 2025 with additional funding of \$1,300 for approved employee benefits.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

Board Totals: Ayes Nays Abstain Absent

Motion Result: Passed Failed

C. TREASURER'S REPORTS - APPROVAL OF ACCOUNT TRANSFERS AND BILLS PAID

M/S TRISHA DI PAOLA/RONALD TUCKER to accept the Treasurer's reports for March and April 2024.

Pauline Nevins	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Tom Kane	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
Trisha Di Paola	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Ronald Tucker	Aye	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input type="checkbox"/>
Paul Nicholas	Aye	<input type="checkbox"/>	Nay	<input type="checkbox"/>	Abstain	<input type="checkbox"/>	Absent	<input checked="" type="checkbox"/>

Board Totals: Ayes Nays Abstain Absent

Motion Result: Passed Failed

VII. GENERAL DISCUSSION AND CALENDAR REVIEW

The Board and staff discussed future agenda items.

Updated list of potential agenda items:

- Change in legal counsel
- Rate setting philosophy as requested by PCWA
- Review draft June newsletter
- Management Continuity Plan review
- Annual Strategic Plan review and update
- Water Quality presentation
- Policies and procedures revisions update
- Communications policy

VIII. ANNOUNCEMENT OF NEXT REGULAR MEETING DATE & TIME

The next meeting, unless otherwise decided in session will be held on June 20, 2024.

IX. ADJOURNMENT

President Nevins adjourned the meeting at 3:34 p.m.

Respectfully Submitted,

Approved,

Mary Ambrosoli
Secretary to the Board

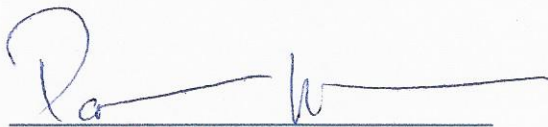
Pauline Nevins
President of the Board

Dated: _____

Midway Heights County Water District
All cited Attachments, Ordinances, Resolutions, and Policies are public information
and are on file with the District. Copies are available upon request at the District Office.

DRAFT

AD HOC COMMITTEE SCOPE STATEMENT

Title	FY 2025 Budget Ad-Hoc Committee	
Purpose	Review the 2025 Budget as drafted by the General Manager and propose changes as appropriate. Produce a final Draft FY 2025 Budget for review and approval by the full Board.	
	Estimated Completion Date: 6/06/2024 Date of Board Action: 6/20/2024	Director Fees Authorized: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N Number of Authorized Meetings: n/a
Committee Members (No more than two Directors may serve together.)	Director 1: Trisha Di Paola, Chair Director 2: Pauline Nevins Non-Director 1: Jason Tiffany, GM	
Committee Scope	<ul style="list-style-type: none"> Application of Board's methodology, as applicable. Review of prior Budgets and financials as needed. Adjustment of budgeted amounts to reflect District priorities. Review of fund balances, including recommended transfers. Validation of amounts proposed for each final Draft Budget item. 	
What is Out of Scope	Matters unrelated to preparation of the Draft FY 2025 Budget.	
Deliverables	First Draft Budget for discussion at the May 16, 2024 Board meeting. Final Draft Budget for approval at the June 20, 2024 Board meeting.	
Approval	 _____ Pauline Nevins, President	
	_____ 5-16-24 Date	

BARTKIEWICZ, KRONICK & SHANAHAN, PC

BRIDGING PUBLIC & WATER LAW

1600 K Street, Suite 4A || Sacramento, CA 95814 || www.bkslawfirm.com / andrewjramos@bkslawfirm.com
Andrew J. Ramos || ajr@bkslawfirm.com || (916) 446-4254 x113



May 20, 2024

Email and U.S. Mail

Pauline Nevins
President, Board of Directors
Midway Heights County Water District
P.O. Box 596
Meadow Vista, CA 95722
pauline.nevins@mhcwd.org

Re: Resignation as General Counsel effective June 30, 2024

Pauline:

This letter confirms my prior notification that BKS is resigning as counsel for the District effective June 30, 2024.

As you know, I have accepted employment outside of BKS and will be leaving the firm on June 30, 2024. The District's search for successor General Counsel is underway and I am assisting the Board and staff with that effort.

When the District hires new counsel, we will transmit the District's files to them (or convey the files as otherwise directed by the District) as promptly as possible, and we will take all other reasonable actions to facilitate the transition to a new counsel, consistent with Board's directions and the applicable laws.

It has been a pleasure to work with you and the Board for many years, and I wish the District future success.

Sincerely,

Andrew J. Ramos
Andrew J. Ramos

cc: Jason Tiffany, General Manager (by email only, admin@mhcwd.org)



admin@mhcwd.org (530) 878-8096
16733 Placer Hills Road, PO Box 596, Meadow Vista, CA 95722

June 20, 2024

Email and U.S. Mail

Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
1600 K Street, Suite 4A
Sacramento, CA 95814
AJR@bkslawfirm.com

Re: BKS Letter of Resignation

Dear Andrew:

With regret, your letter of May 20, 2024, regarding your firm's decision to resign as counsel for the District, effective June 30, 2024, has been received and accepted.

On behalf of the Board of Midway Heights County Water District, I wish to express our sincere appreciation for the excellent legal service you and your firm have provided to the District for more than 25 years.

On a personal note, I have served on the District Board since 2021 and communicated directly with you for two years as President. I have been impressed throughout by your professional handling of the various District personalities and the many sensitive issues that have arisen. I will truly miss your good counsel.

We wish you success in all your future endeavors.

Sincerely,

A handwritten signature in black ink that reads "Pauline Nevins". The signature is written in a cursive style with a long horizontal line extending to the right.

Pauline Nevins, President
MHCWD Board of Directors

Derek P. Cole
dcole@colehuber.com

REPLY TO:
 ROSEVILLE ONTARIO

May 21, 2024

VIA ELECTRONIC MAIL ONLY

Pauline Nevins
President, Board of Directors
Midway Heights County Water District
P.O. Box 596
Meadow Vista, CA 95722
Email: pauline.nevins@mhcwd.org

Re: *Proposal for General Counsel Services*

Dear Ms. Nevins:

Cole Huber LLP is pleased to submit this proposal for General Counsel Services. Below, we explain our firm’s qualifications for providing legal services, provide biographies for the principal attorneys who would provide these services, and propose rates and terms for compensation.

FIRM OVERVIEW

Founded in 2007, Cole Huber LLP is a law firm founded on a commitment to legal excellence. From our Northern California (Roseville) and Southern California (Ontario) offices, our firm provides full-service advisory services and representation to local agencies throughout the state. Our 21 full-time attorneys advise our municipal clients on the broad range of issues affecting California local government. The firm’s tagline, “Advancing Your Agenda,” is more than a tagline; it’s what we do.

Cole Huber LLP currently serves as City Attorney to nine cities, general counsel to several special districts, and special counsel to a number of cities and counties. Our attorneys also regularly author articles and publications for and speak at events sponsored by the California Special Districts Association and other municipal-focused organizations.

Whether in advice counsel or litigation matters, the touchstones of the firm’s philosophy are responsiveness, communication, and accuracy. We make great efforts to ensure our attorneys are always available to clients, we regularly communicate with clients regarding the status of pending matters, and, most important, we correctly interpret the law. Our firm is mindful of the budgetary challenges public agencies face in today’s environment. To provide cost-effective legal services, we provide competitive hourly and flat-rate packages to our clients to ensure they get the best value for their scarce public funds.

PROPOSED LEGAL TEAM

If retained as General Counsel, we would propose a team of the following attorneys to provide legal services. Although we are proposing multiple attorneys, we would take great care to ensure that work is performed only by the necessary legal professionals and there is no duplication of work performed. The goal of assigning multiple personnel is to ensure that the proposed team can cover the broad scope of subjects that might arise during our representation.

General Counsel. Elizabeth M. Fratarcangeli, Bar No. 309321, admitted 2016.

During her tenure with Cole Huber LLP, Ms. Fratarcangeli has worked on a wide variety of matters, including public law procedural and legal issues, labor and employment matters, general civil litigation and land use litigation. Currently, Ms. Fratarcangeli serves as Assistant City Attorney for the Cities of Oakley and Paradise and previously served in that capacity for the City of Antioch. Ms. Fratarcangeli also serves as special counsel to the City of Lincoln.

In addition to serving as Assistant City Attorney, Ms. Fratarcangeli has served as general counsel to the Merced Housing Authority and is currently special counsel to Sacramento Housing and Redevelopment Agency, working on unlawful detainers and various public housing related issues. Ms. Fratarcangeli also has years of code enforcement litigation experience, including Health & Safety Code Receiverships and general nuisance abatement. Ms. Fratarcangeli has conducted numerous trainings on open-meeting laws, the Brown Act, and harassment prevention for her municipal clients. She is also actively involved in the League of California Cities events and trainings.

Ms. Fratarcangeli graduated with distinction from the Valparaiso University School of Law in 2015. During law school, Ms. Fratarcangeli served as an extern for the Honorable Christopher Nuechterlein, and the Honorable Andrew Rodovich at the U.S. District Court, Northern District of Indiana. She was also the Associate Editor of the *Valparaiso University Law Review*, the Chief Justice of the school's Moot Court team, and a law clerk for a prestigious firm in downtown Chicago. Prior to attending law school, Ms. Fratarcangeli graduated from the Loyola Marymount University in 2011 with a Bachelor of Arts degree in Psychology.

Assistant General Counsel. Derek P. Cole, Bar No. 204250, admitted 1999.

Mr. Cole is a co-founder of Cole Huber LLP. He serves as the City Attorney for the Cities of Oakley (since 2010) and Sutter Creek (since 2010). He twice served as Interim City Attorney for the City of Antioch while that city recruited for its in-house attorney (2015-2016 and 2017-2019). Mr. Cole also previously served as the City Attorney for Angels Camp (2012-2017) and as County Counsel for Trinity County (2008-2013).

Although Mr. Cole is familiar with all aspects of municipal government, he has an emphasis in land use and environmental law. He has ample experience in matters concerning

CEQA, planning and zoning, development agreements, the Subdivision Map Act, and air and water quality laws. He also has significant experience in litigating post-approval challenges to projects under CEQA, the Planning and Zoning Law, and other applicable land use and environmental laws.

Mr. Cole has also developed expertise in municipal finance matters, including all aspects of Propositions 218 and 26 compliance, fees, special assessments, and taxes of all types. He has handled matters concerning transactions-and-use (“sales”) tax ballot measures, utility users’ taxes, and a variety of special taxes. He likewise has experience in matters involving local elections and ballot measures. Mr. Cole also has substantial experience in utility matters, including in matters concerning water service, wastewater, and solid-waste collection.

Mr. Cole was selected to the Northern California *Super Lawyers* list from 2015 to 2023; was named as a “Top Lawyer” in *Sacramento* magazine from 2015 to 2022; and was honored by the *Sacramento Business Journal* with “Best of the Bar” awards in 2014, 2016, and 2018.

Mr. Cole is active in the City Attorneys’ Department of the League of California Cities. He previously served on the Department’s Attorney Development Succession Committee and Nominating Committee, which is responsible for appointing the Department’s Officers. Mr. Cole also served as Chair of the Municipal Law Handbook Committee, which is responsible for publishing Cal Cities’ comprehensive guide concerning municipal law. For two years, Mr. Cole served on the Department’s Legal Advocacy Committee, which provides counsel to the Cal Cities on its amicus or “friend-of-the-court” efforts.

Mr. Cole has further authored several amicus briefs on behalf of Cal Cities, the California State Association of Counties, California Special Districts Association, and International Municipal Lawyers Association, and other local government organizations. He has submitted amicus briefs to the United States Supreme Court, Ninth Circuit Court of Appeals, California Supreme Court, and California District Courts of Appeals.

Mr. Cole graduated with distinction from the University of the Pacific, McGeorge School of Law in 1999. At McGeorge, Mr. Cole was admitted to the Order of the Coif, Order of Barristers, and Traynor Honor Society. He was also a member of the Editorial Board of the *McGeorge Law Review* and published two student comments in that journal. Prior to attending law school, Mr. Cole graduated from the University of California at Santa Barbara in 1996 with a Bachelor of Arts degree in Law and Society.

Labor and Employment Counsel. David G. Ritchie, Bar No. 283303, admitted 2012.

Mr. Ritchie represents cities, counties, and special districts in a broad range of labor and employment matters including collective bargaining with police, fire and emergency services employee associations and professional, technical, and miscellaneous employee groups. Mr. Ritchie recently served as City Attorney for the City of Willows and currently serves as Assistant

City Attorney to the City of Oroville. He acts as lead attorney representing public agency clients before the Public Employment Relations Board, in other employment-related administrative proceedings, and in arbitration of disputes.

Mr. Ritchie assists employers with workplace investigations, employee discipline, and defending against employee grievances and complaints. He provides public agency clients with training on the Peace Officers Procedural Bill of Rights, Firefighters Procedural Bill of Rights, negotiations and other agency obligations under the Myers-Milias-Brown Act, prevention of harassment and abusive conduct in the workplace, and governmental ethics obligations. He holds an AWI-CH certificate from the Association of Workplace Investigators.

Mr. Ritchie serves as the General Counsel for the Housing Authority of the County of Merced and General Counsel for the Del Puerto Health Care District. Mr. Ritchie previously served as Deputy County Counsel for Trinity and Modoc Counties and as Special Counsel for Alpine County, principally providing Labor and Employment and Labor Relations services as well as collective bargaining, and on Dependency law matters. Mr. Ritchie is a regular contributor to the *California Municipal Law Blog* and columnist for the *Daily Journal*.

Mr. Ritchie received his Master of Laws (LL.M.)(2010) from Santa Clara University with the CALI-Award winning achievement for Excellence in Remedies and a specialization in Intellectual Property Law. He received his Juris Doctor (JD)(1997) from the University of Manitoba Law School where he was the Articles Editor and Technical Editor for two years with the Manitoba Law Journal. He received his B.A. (1994) with Distinction from Bishop’s University, Lennoxville, QC Canada.

COMPENSATION

If retained as General Counsel, the firm would charge its standard rates for municipal advisory services. For 2024, the rate schedule is as follows:

Senior partners (21 or more years in practice)	\$300/hour
Partners (8-20 years in practice)	\$275/hour
Associates (less than 8 years in practice)	\$240/hour
Paralegals	\$175/hour
Law clerks	\$200/hour

In addition, the firm would seek reimbursement for standard “out of pocket” and reimbursable items. Given the proximity of the District office and our Roseville office, the firm

would not charge mileage for any vehicle trips associated with our travel to and from the District office.

CONCLUSION

Our firm is well positioned to provide your District with high quality, responsive, and efficient legal services at a reasonable cost.

Any questions regarding our response may be directed to me. My mail and email addresses are listed on this page; you may also reach me by phone at 916-787-7520 (direct dial) or 916-212-7387 (mobile). I am fully authorized to represent our firm in any negotiations and I will be happy to respond to any questions you may have.

Sincerely,



Derek P. Cole
COLE HUBER LLP

DPC/mt





**LAW FIRM-CLIENT FEE AGREEMENT
MUNICIPAL ADVISORY SERVICES**

Cole Huber LLP (“Law Firm”) and Midway Heights County Water District (“Client”) agree that Law Firm will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Law Firm will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; and (b) Law Firm acknowledges acceptance of representation by returning a fully executed copy to Client.

2. SCOPE OF SERVICES AND LAW FIRM’S DUTIES

Client hires Law Firm to provide legal services in the following matter:

Serve as General Counsel to the Client.

Law Firm will provide those legal services reasonably required to represent Client. Law Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover representation for any litigation matter, including but not limited to any arbitration, administrative proceeding, trial court action, appeal, or collection proceedings. A separate written agreement for these services or services in any other matter not described above will be required. Law Firm is representing Client only in the matter described above.

3. CLIENT’S DUTIES

Client agrees to be truthful with Law Firm and not withhold information. Further, Client agrees to cooperate, to keep Law Firm informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Law Firm’s bills on time, and to keep Law Firm advised of Client’s address, telephone number and whereabouts. Client will assist Law Firm by timely providing necessary information and documents. Client agrees to appear at all legal proceedings when Law Firm deems it necessary, and generally to cooperate fully with Law Firm in all matters related to the preparation and presentation of Client’s claims.

4. CLIENT’S DUTY TO APPROPRIATE FUNDS

Law Firm agrees to assist Client in providing an initial budget and updated budgets throughout its representation of Client to ensure Client may appropriate funds sufficient to pay for Law Firm’s services. Provided Law Firm timely provides any budget estimate(s) Client requests, Client agrees to appropriate funds each fiscal year, or at other intervals as are necessary, to ensure Law Firm may be compensated for all legal services it performs. Client agrees that should it fail to appropriate funds, for any reason, sufficient to compensate Law Firm for all its legal services, Client will, to the extent permitted by law, consent to Law Firm’s withdrawal from representation and will reasonably cooperate with Law Firm to effect such withdrawal.

5. CLIENT’S AUTHORITY TO AUTHORIZE AGREEMENT

The undersigned representative of the Client represents he or she has the authority to execute this Agreement in accordance with Client’s policies, procedures, ordinances, or rules governing contracting for professional services. To the extent the approval of the governing body of Client is require to execute this Agreement, or is required to authorize payment to Law Firm beyond a threshold established in its policies, procedures, ordinances or rules, Client agrees that should it fail to secure any such approval, for any reason, Client will, to the extent permitted by law, consent to Law Firm’s withdrawal from representation and will reasonably cooperate with Law Firm to effect such withdrawal.

6. LEGAL FEES AND BILLING PRACTICES

Client agrees to pay by the hour at Law Firm’s rates as set forth below for all time spent on Client’s matter by Law Firm and Law Firm’s legal personnel. Current hourly rates for legal personnel are as follows:

Senior partners (21 or more years in practice)	\$300/hour
Partners (8-20 years in practice)	\$275/hour
Associates (less than 8 years in practice)	\$240/hour
Paralegals	\$175/hour
Law clerks	\$200/hour

The rates on this schedule are subject to change on 30 days’ written notice to Client. Rates may be changed, however, only once per calendar year, on or after January 1. If Client declines to pay the increased rates, Law Firm will have the right to withdraw as counsel for Client if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law.

The time charged will include, but is not limited to, the time Law Firm spends on telephone calls, e-mails and other electronic communications relating to Client’s matter, including calls and e-mails with Client, witnesses, opposing counsel, court personnel or other persons.

Further, the legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent.

Time is billed in minimum increments one-tenth (.1) of an hour. Law Firm will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

7. COSTS AND OTHER CHARGES

- (a) Law Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters’ fees, translator/interpreter fees, jury fees, notary

fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Law Firm's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – 10 cents per page; (3) facsimile charges – 10 cents per page; (4) postage at cost; and (5) computerized legal research at cost.

- (b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Law Firm and Law Firm's personnel. Client will also be charged the hourly rates for the full time legal personnel spend traveling, minus any time the billing personnel are able to spend working on other client matters.
- (c) Experts, Consultants and Investigators. To aid in the handling of the Client matter, it may become necessary to hire expert witnesses, consultants, or investigators. Client agrees to pay such fees and charges. Law Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.
- (d) Law Firm will obtain Client's consent before incurring any costs in excess of \$2,500.

8. OTHER FEES AND COSTS

Client understands that if Client's case proceeds to court action or arbitration, the court may award Law Firm fees as well as some or all of the type of costs enumerated in paragraph 6 above to the other party or parties. Payment of such Law Firm fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by the Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Law Firm pursuant to this agreement.

9. BILLS

Law Firm will send Client periodic bills for fees and costs incurred. Each bill will be payable within 30 days of its mailing date.

Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Law Firm's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Law Firm and to promptly communicate any objections, questions, or concerns about their contents.

10. DISCHARGE AND WITHDRAWAL

Client may discharge Law Firm at any time. Law Firm may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Law Firm may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Law Firm to carry out the employment effectively; and/or (c) Client fails to pay Law Firm's fees

or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Law Firm at the agreed rates for all services provided and to reimburse Law Firm for all costs advanced.

11. CONCLUSION OF SERVICES

When Law Firm's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Law Firm's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Law Firm has not otherwise delivered it or disposed of it consistent with Client's directions, Law Firm will retain the case file for a period of five years, after which Law Firm is authorized by this agreement to have the case file destroyed.

If Client would like Law Firm to maintain Client's case file for more than five years after the conclusion of Law Firm's services for Client on a given matter, a separate written agreement must be made between Law Firm and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that Law Firm transfer possession of Client's case file to Client or a third party, Law Firm is authorized to retain copies of the case file at Law Firm's expense. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

12. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Law Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Law Firm makes no such promises or guarantees. Law Firm's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by Client, or estimate of fees given by Law Firm, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

13. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 1.4.2(a), Law Firm informs you in writing that it carries professional liability insurance through Lloyd's of London with coverage limits of \$5 million, both per occurrence and aggregate.

14. CLIENT'S DUTY TO DEFEND AND INDEMNIFY LAW FIRM AND PERSONNEL

Client agrees to defend, indemnify, and hold harmless Law Firm and its personnel from any claims or lawsuits by or involving any third parties related to the services Law Firm provides under this Agreement to the same extent as Client is obligated to defend, indemnify, and hold harmless public employees under the Government Claims Act (Gov. Code, § 800 et seq.) and other applicable law (e.g., Gov. Code, § 995 et seq). Nothing in this paragraph shall, however, require Client to defend, indemnify, or hold harmless Law Firm for any action, conduct, error, or omission

of Law Firm or its personnel committed outside the course and scope of Law Firm's services under this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

15. NO TAX ADVICE

Law Firm has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Law Firm may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

18. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

19. EFFECTIVE DATE

This Agreement will govern all legal services performed by Law Firm on behalf of Client commencing with the date Law Firm first performed services.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAW FIRM FIRST PROVIDED SERVICES. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

DATED: _____

By: _____

Client Contact:

Pauline Nevins, President

Address:

Midway Heights County Water District

P.O. Box 596

Meadow Vista, CA 95722

E-Mail Address: pauline.nevins@mhcwd.org

DATED: June 7, 2024

COLE HUBER LLP

A handwritten signature in blue ink, consisting of stylized, overlapping loops and lines, positioned above a horizontal line.

By: _____
Managing Partner



Board Vacancy and November Election

Board Update

With regret, the Midway Heights Board accepted the resignation of Paul Nicholas effective June 30, 2024. Paul resigned for personal reasons, we thank him for his service.

Board Vacancy

Your water district currently has a vacant board seat. As a board member, you will help set district policy, rates and participate in making the critical decisions necessary for the success of your water district. To qualify you must be registered to vote within the district boundaries. The board typically meets on the third Thursday of every month at 2 PM. Members are compensated at the rate of \$120 per meeting.

Interested parties should submit a resume by August 5, 2024 to the District Office located at 16733 Placer Hills Road in Meadow Vista, by mail to P.O. Box 596, Meadow Vista CA 95722 or by email to admin@mhcwd.org. The board may appoint the new director at the end of the August 15, 2024 meeting. Attendance is encouraged.

Election - November 5, 2024

There are three Board seats up for election this November. Candidate filing period begins: **July 15, 2024**. Close of regular candidate filing period: **August 9, 2024**.

For additional information please refer to the Placer County Elections website: <https://www.placercountyelections.gov>

2023 Water Quality Report Online

California water retailers, including MHCWD, are required by law to inform customers about the quality of their drinking water. The results of MHCWD's testing and monitoring program of 2023 are reported in a newsletter on the District's website:

https://www.mhcwd.org/files/130fe765d/2023_CCR_MHCWD.pdf

Please notify our office of any changes to your phone number(s) and/or email address in order to receive notification of emergency or planned outages in your area. Email us: admin@mhcwd.org

Placer County Chipper Program

Help support a fire safe community by keeping your property clear of brush and trees along the District's water easements. Doing so will help ensure water reliability, fire protection, and a more cost-effective rate structure. Program requirements are listed on their website:

www.placerrcd.org/chipperprogram

Fee: \$80/hour, one hour minimum. For fee waiver information go to:

<https://placerrcd.org/chipperrequest/chipperprogramwaiver>

Infrastructure Damage at Lake Spaulding

Midway Heights was not affected by the severe damage to infrastructure owned by Pacific Gas & Electric (PG&E) at Lake Spaulding.

In February, about 240 feet of PG&E's South Yuba Pipe was damaged in a winter storm rockslide. The South Yuba Pipe carries water from the Spaulding 2 powerhouse to the Nevada Irrigation District's (NID) South Yuba Canal. A permanent repair with steel pipe is expected to be completed by late August.

In early March, the Spaulding 1 powerhouse was taken offline after a leak was discovered and damage was identified. PG&E has extended the earlier restoration date of late June to late July.

(Information excerpted from the NID website:

<https://www.nidwater.com/updates-damaged-infrastructure-impacts-nid-water-supply->

If you have a water emergency, please call the Water District for assistance at (530) 878-8096.

Sign up for Automatic Bill Pay.
Use the enclosed form or visit our website:
<https://www.mhcwd.org/pay-bill>

This Newsletter is part of the District's effort to provide timely detail about operations and plans.

MHCWD

Monthly Field Report for the month of May 2024

FLOW RECORDS

Treated Water purchased:

2.34 million gallons for an average service connection use of 162 gallons per day, based on 452 active service connections. This information is from April 2024.

Irrigation Water purchased:

40 million gallons with an estimated demand of 31 million gallons and an estimated usage of 2,857 gallons per day per customer based on 350 active services. The PCWA canal was down and out for 16 days.

FIELD ACTIVITIES

29 Service Calls:

2 After Hours Calls:

3 Main Line/System Repairs: 2 Irrigation, 1 Treated

0 Service Disconnections:

0 New Service Connections:

0 Service Installations:

26 Double Check Valves Tested:

41 Underground service alerts:

Miscellaneous: PG&E's sub-contractors informed MHCWD that they are going to put their hands on 900 poles between Applegate and Colfax and that at least half of them will be replaced. (The first week and they already hit the treated main.) This will and already has meant many field meetings and an overwhelming amount of USA's. Monthly Bac-T samples, and routine maintenance at all facilities.

MIDWAY HEIGHTS COUNTY WATER DISTRICT
FUNDS SUMMARY

MAY 2024

REGULAR BOARD MEETING
JUNE 2024

OPERATING FUNDS:

Placer County-MHCWD Investment Trust Fund (32005):

Balance as of: (4/30/24) **\$608,890.28**

*(Includes: Current Fiscal Year Operation Fund, Capital Facilities Funds, Emergency Fund, Rehabilitation and Replacement Reserve Funds and Rate Stabilization Funds)

Wells Fargo Bank:

Adjusted Bank Statement Balance (5/31/24-Reconciled to Checking Account #1670 General) ** **\$ 97,169.42**

CALIFORNIA BANK & Trust:

Adjusted Bank Statement Balance (5/31/24- Reconciled Money Market Account #6809 Tank Loan) ** **\$ 77,688.60**

**See the attached Reconciliation Summary and Check Register for detail.

LOAN BALANCES

STATE REVOLVING FUND (0.33 MG tank and improvements, 2014, 20 year loan)

Balance (1/31/24) **\$508,387.46**

APPROVAL OF ACCOUNT TRANSFERS & BILLS PAID FOR THE MONTH OF MAY 2024

Treasurer of the Board

Balances shown for the MHCWD funds on deposit with the Placer County Treasurer were obtained from the most current reports provided to MHCWD by the Placer County Auditor's Office.
Y:\MHCWD-server-files\09-Financial\FUND SUMS\Fund Sums 2024\2024-06.docx

10:31 AM
06/11/24

Midway Heights CWD
Reconciliation Summary

10005 · Cash in Checking-1670, Period Ending 05/31/2024

	<u>May 31, 24</u>
Beginning Balance	73,971.20
Cleared Transactions	
Checks and Payments - 29 items	-189,028.69
Deposits and Credits - 30 items	<u>213,352.26</u>
Total Cleared Transactions	<u>24,323.57</u>
Cleared Balance	<u><u>98,294.77</u></u>
Uncleared Transactions	
Checks and Payments - 3 items	<u>-1,125.35</u>
Total Uncleared Transactions	<u>-1,125.35</u>
Register Balance as of 05/31/2024	<u><u>97,169.42</u></u> ←
New Transactions	
Checks and Payments - 15 items	-15,572.64
Deposits and Credits - 12 items	<u>15,000.35</u>
Total New Transactions	<u>-572.29</u>
Ending Balance	<u><u>96,597.13</u></u>

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06/11/24

Midway Heights CWD
Reconciliation Detail

10005 · Cash in Checking-1670, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						73,971.20
Cleared Transactions						
Checks and Payments - 29 items						
Bill Pmt -Check	04/17/2024	9583	ACWA Joint Powe...	X	-1,981.78	-1,981.78
Bill Pmt -Check	04/17/2024	9573	Backflow Distribut...	X	-1,214.59	-3,196.37
Bill Pmt -Check	04/17/2024	9579	Omega Commerci...	X	-732.00	-3,928.37
Bill Pmt -Check	04/26/2024	9585	PG&E	X	-60.92	-3,989.29
Bill Pmt -Check	05/01/2024	EFT	CalPERS Health B...	X	-4,089.28	-8,078.57
Bill Pmt -Check	05/01/2024	EFT	CalPERS Retire P...	X	-3,147.65	-11,226.22
Bill Pmt -Check	05/01/2024	EFT	CalPERS Retire P...	X	-704.84	-11,931.06
Bill Pmt -Check	05/02/2024	EFT	Paychex, Inc.	X	-19,198.81	-31,129.87
Bill Pmt -Check	05/02/2024	EFT	Paychex, Inc.	X	-3,840.72	-34,970.59
Bill Pmt -Check	05/02/2024	EFT	CalPERS 457 Pro...	X	-700.00	-35,670.59
Bill Pmt -Check	05/07/2024	9588	Backflow Distribut...	X	-1,600.53	-37,271.12
Bill Pmt -Check	05/07/2024	9596	US Bank	X	-1,225.43	-38,496.55
Bill Pmt -Check	05/07/2024	9591	Ferguson Waterw...	X	-1,009.88	-39,506.43
Bill Pmt -Check	05/07/2024	9590	Dawson Oil Comp...	X	-727.29	-40,233.72
Bill Pmt -Check	05/07/2024	9597	Verizon Wireless	X	-206.52	-40,440.24
Bill Pmt -Check	05/07/2024	9587	AT&T U-verse	X	-146.58	-40,586.82
Bill Pmt -Check	05/07/2024	9592	Frontier Communi...	X	-143.66	-40,730.48
Bill Pmt -Check	05/07/2024	9593	PG&E	X	-140.05	-40,870.53
Bill Pmt -Check	05/07/2024	9586	AT & T	X	-138.19	-41,008.72
Bill Pmt -Check	05/07/2024	9589	Cranmer Analytica...	X	-110.00	-41,118.72
Bill Pmt -Check	05/07/2024	9595	Tel-Com	X	-65.00	-41,183.72
Bill Pmt -Check	05/07/2024	9598	Wyatt Paul	X	-65.00	-41,248.72
Bill Pmt -Check	05/08/2024	9599	Hansen Bros. Ent...	X	-125,404.89	-166,653.61
Bill Pmt -Check	05/10/2024	EFT	Paychex, Inc.	X	-235.82	-166,889.43
Check	05/11/2024			X	-23.45	-166,912.88
Bill Pmt -Check	05/15/2024	9603	PCWA	X	-9,486.66	-176,399.54
Bill Pmt -Check	05/15/2024	9601	California Bank & ...	X	-4,519.20	-180,918.74
Bill Pmt -Check	05/15/2024	9600	Bartkiewicz, Kroni...	X	-4,155.00	-185,073.74
Bill Pmt -Check	05/15/2024	9604	PCWA	X	-3,954.95	-189,028.69
Total Checks and Payments					-189,028.69	-189,028.69
Deposits and Credits - 30 items						
Deposit	05/01/2024			X	3,053.32	3,053.32
Deposit	05/02/2024			X	80.00	3,133.32
Deposit	05/06/2024			X	170.00	3,303.32
Deposit	05/07/2024			X	100.00	3,403.32
Deposit	05/07/2024			X	2,520.89	5,924.21
Deposit	05/07/2024			X	33,864.52	39,788.73
Deposit	05/08/2024			X	287.57	40,076.30
Deposit	05/09/2024			X	921.83	40,998.13
Deposit	05/10/2024			X	35.15	41,033.28
Deposit	05/10/2024			X	1,561.73	42,595.01
Deposit	05/13/2024			X	750.94	43,345.95
Deposit	05/13/2024			X	951.59	44,297.54
Transfer	05/13/2024			X	125,404.89	169,702.43

10:31 AM
06/11/24

Midway Heights CWD
Reconciliation Detail

10005 - Cash in Checking-1670, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Deposit	05/14/2024			X	90.00	169,792.43
Deposit	05/14/2024			X	8,400.81	178,193.24
Deposit	05/15/2024			X	158.24	178,351.48
Deposit	05/15/2024			X	9,235.71	187,587.19
Deposit	05/16/2024			X	230.13	187,817.32
Deposit	05/20/2024			X	252.45	188,069.77
Deposit	05/20/2024			X	489.15	188,558.92
Deposit	05/21/2024			X	5,352.70	193,911.62
Deposit	05/21/2024			X	5,636.40	199,548.02
Deposit	05/23/2024			X	2,444.30	201,992.32
Deposit	05/24/2024			X	626.07	202,618.39
Deposit	05/28/2024			X	970.61	203,589.00
Deposit	05/28/2024			X	3,312.22	206,901.22
Deposit	05/29/2024			X	149.44	207,050.66
Deposit	05/30/2024			X	322.87	207,373.53
Deposit	05/30/2024			X	5,662.21	213,035.74
Deposit	05/31/2024			X	316.52	213,352.26
Total Deposits and Credits					213,352.26	213,352.26
Total Cleared Transactions					24,323.57	24,323.57
Cleared Balance					24,323.57	98,294.77
Uncleared Transactions						
Checks and Payments - 3 items						
Bill Pmt -Check	03/04/2024	9551	Thomson Reuters-...		-130.85	-130.85
Bill Pmt -Check	05/07/2024	9594	Sauers Engineerin...		-262.50	-393.35
Bill Pmt -Check	05/15/2024	9602	Omega Commerci...		-732.00	-1,125.35
Total Checks and Payments					-1,125.35	-1,125.35
Total Uncleared Transactions					-1,125.35	-1,125.35
Register Balance as of 05/31/2024					23,198.22	97,169.42
New Transactions						
Checks and Payments - 15 items						
Bill Pmt -Check	06/04/2024	9619	Cooks Portable To...		-161.08	-161.08
Bill Pmt -Check	06/05/2024	9609	California Bank & ...		-4,519.20	-4,680.28
Bill Pmt -Check	06/05/2024	9616	Triton Constructio...		-3,210.00	-7,890.28
Bill Pmt -Check	06/05/2024	9605	Advanced Smart ...		-1,856.24	-9,746.52
Bill Pmt -Check	06/05/2024	9617	US Bank		-1,648.95	-11,395.47
Bill Pmt -Check	06/05/2024	9612	Ferguson Waterw...		-1,160.31	-12,555.78
Bill Pmt -Check	06/05/2024	9611	Cranmer Analytica...		-750.00	-13,305.78
Bill Pmt -Check	06/05/2024	9614	Omega Commerci...		-732.00	-14,037.78
Bill Pmt -Check	06/05/2024	9608	Big Brand Tire & S...		-618.76	-14,656.54
Bill Pmt -Check	06/05/2024	9615	PG&E		-326.94	-14,983.48
Bill Pmt -Check	06/05/2024	9618	Verizon Wireless		-206.52	-15,190.00
Bill Pmt -Check	06/05/2024	9607	AT&T U-verse		-146.58	-15,336.58
Bill Pmt -Check	06/05/2024	9606	AT & T		-138.37	-15,474.95

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06/11/24

Midway Heights CWD
Reconciliation Detail

10005 · Cash in Checking-1670, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Bill Pmt -Check	06/05/2024	9610	CDPH-OPERATO...		-80.00	-15,554.95
Bill Pmt -Check	06/05/2024	9613	Mary Ambrosoli		-17.69	-15,572.64
Total Checks and Payments					-15,572.64	-15,572.64
Deposits and Credits - 12 items						
Deposit	06/03/2024				88.00	88.00
Deposit	06/03/2024				199.51	287.51
Deposit	06/04/2024				4,493.79	4,781.30
Deposit	06/04/2024				7,848.25	12,629.55
Check	06/05/2024	9620	ChoiceBuilder Ins...		0.00	12,629.55
Deposit	06/05/2024				202.60	12,832.15
Deposit	06/06/2024				781.33	13,613.48
Deposit	06/07/2024				200.00	13,813.48
Deposit	06/10/2024				143.69	13,957.17
Deposit	06/10/2024				143.69	14,100.86
Deposit	06/10/2024				169.03	14,269.89
Deposit	06/11/2024				730.46	15,000.35
Total Deposits and Credits					15,000.35	15,000.35
Total New Transactions					-572.29	-572.29
Ending Balance					22,625.93	96,597.13

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06/06/24

Midway Heights CWD
Reconciliation Summary

10009 · Cal Bank and Trust-6809, Period Ending 05/31/2024

	<u>May 31, 24</u>	
Beginning Balance	73,137.80	
Cleared Transactions		
Deposits and Credits - 2 items	<u>4,550.80</u>	
Total Cleared Transactions	<u>4,550.80</u>	
Cleared Balance	<u><u>77,688.60</u></u>	
Register Balance as of 05/31/2024	77,688.60	←
New Transactions		
Deposits and Credits - 1 item	<u>4,519.20</u>	
Total New Transactions	<u>4,519.20</u>	
Ending Balance	<u><u>82,207.80</u></u>	

12:32 PM
06/06/24

Midway Heights CWD
Reconciliation Detail

10009 · Cal Bank and Trust-6809, Period Ending 05/31/2024

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						73,137.80
Cleared Transactions						
Deposits and Credits - 2 items						
Bill	05/15/2024	May ...	California Bank & ...	X	4,519.20	4,519.20
Deposit	05/31/2024			X	31.60	4,550.80
Total Deposits and Credits					4,550.80	4,550.80
Total Cleared Transactions					4,550.80	4,550.80
Cleared Balance					4,550.80	77,688.60
Register Balance as of 05/31/2024					4,550.80	77,688.60
New Transactions						
Deposits and Credits - 1 item						
Bill	06/03/2024	June ...	California Bank & ...		4,519.20	4,519.20
Total Deposits and Credits					4,519.20	4,519.20
Total New Transactions					4,519.20	4,519.20
Ending Balance					9,070.00	82,207.80