June Lake Public Utility District P O Box 99 June Lake, CA 93529

Office 760-648-7778

Fax 760-648-6801

THERE WILL BE A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JUNE LAKE PUBLIC UTILITY DISTRICT ON WEDNESDAY OCTOBER 13, 2021 AT 5:30 PM AT 2380 HWY 158, JUNE LAKE, CA. FOR THE FOLLOWING AGENDA:

OPEN MEETING

Pledge of Allegiance

ADDITIONS TO AGENDA

[Government Code Section 54954.2(b)(2)] Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of JLPUD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. The Board shall call for public comment prior to voting to add any item to the agenda after posting.

PUBLIC COMMENT

Speakers should give their name, affiliation if any and the subject they wish to comment on. Comments are limited to three (3) minutes. Discussions will <u>not</u> occur at this time. Topics should be of interest to the District. Any person may address the Board at this time upon any subject within the jurisdiction of the JLPUD; however, any matter that requires action will be referred to Staff for report and action at a subsequent Board meeting.

CONSENT CALENDAR

ESCB - Check Register – for September 2021
ESCB – Checking Balance – October 8, 2021
A/R Past Due – \$ 4,780.80
LAIF – September 2021 / Cantella Statements – August 2021
Income Statement Water/Sewer – for September 2021
ESCB Credit Card Statement –August 2021

APPROVAL OF MINUTES

Approval of minutes from the Regular Meeting of September 8, 2021

OLD BUSINESS

1. Discuss / Approve Operations Agreement for the Delivery of Non-potable Water with June Mountain Ski Area (JMSA) and Future Water Projects with JMSA.

NEW BUSINESS

- 1. Interview/Questions of Potential Candidate for the General Manager Position.
- 2. Review Information/Possible Vote on CalPERS CEPPT Pension Prefunding Trust.

DIRECTOR'S/COMMITTEE MEMBER REPORT

- Fedek and Brown LLP will present an update report on the 2019-2020 & 2020-2021 Audit.
- 2. Don Porter's Memo outlining his progress on the accounting process for 2019-2020 & 2020-2021.

O&M SUPERINTENDENT'S REPORT MANAGER'S REPORT

EXECUTIVE (Closed) SESSION

1. PUBLIC EMPLOYMENT

Pursuant to Government Code Section 54957

Position: General Manager

2. PUBLIC EMPLOYEE RETIRMENT

Pursuant to Government Code Section 54957

Position: Superintendent

3. PUBLIC EMPLOYEE DISMISSAL/RELEASE/REASSIGNMENT/RESIGNATION

Pursuant to Government Code Section 54957

Position: Staffing / Investigation

ADJOURNMENT

Note: at any time during a regular session, the Board may adjourn to a closed session to consider litigation, personnel matters, or to discuss with legal counsel matters within the attorney-client privilege. Authority: Government Code Section 11126(a)(d)(q). In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 648-7778. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 13, 102-35, 104 ADA Title II) Any public record, relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the District's office, 2380 Hwy 158, June Lake, CA 93529.

10/8/2021

CONSENT CALENDAR

ESCB - CHECK REGISTER - SEPTEMBER 2021

ESCB - CHECKING ACCOUNT BALANCE 10/08/2021 - \$144,569.90

A/R PAST DUE SEPTEMBER 2021 - \$ 4,780.80

LOCAL AGENCY INVESTMENT FUND SUMMARY-SEPTEMBER 2021

CANTELLA SUMMARY/TRADE CONFIRM – AUGUST 2021

INCOME STATEMENT- WATER/SEWER FOR - SEPTEMBER 2021

ESCB VISA CARD STATEMENT - AUGUST 2021

JUNE LAKE PUBLIC UTILITY DISTRICT Claims and/or Payroll Checks List For the Accounting Period of 9/21

Check #	Type	Vendor/Employee/Payee Number	Check A	mount	Period	Date Issued
- <u>0</u>	99879 E	CALPERS- Unfunded	\$	9,238.58	9/21	09/29/21
	2125 P	Employee paycheck	\$	1,799.62	9/21	09/02/21
	2126 P	CA State Disbursement (not processed in this month)	\$	184.61	9/21	08/30/21
	2127 SC	GENERAL STORE- supplies	\$	62.34	9/21	09/02/21
	2128 SC	JUNE LAKE FIRE PROTECTION DISTRICT- rent	\$	443.00	9/21	09/02/21
	2129 SC	BRITTS DIESEL- Backhoe tire repair	\$	2,628.39	9/21	09/02/21
	2130 SC	SOUTHERN CALIFORNIA EDISON- Utilities	\$	7,092.36	9/21	09/02/21
	2131 SC	HAAKER EQUIPMENT CO-Vacor rental	\$	5,919.00	9/21	09/02/21
	2132 SC	GRAINGER- supplies	\$	64.56	9/21	09/02/21
	2133 SC	HIGH COUNTRY LUMBER- supplies	\$	273.57	9/21	09/02/21
	2134 SC	MCMASTER CARR- supplies	\$	3,836.84	9/21	09/02/21
	2135 SC	STREAMLINE- website	\$	200.00	9/21	09/02/21
	2136 SC	VISA- Sept. charges	\$	674.21	9/21	09/10/21
	2137 SC	FRONTIER COMMUNICATIONS- utilities	\$	910.50	9/21	09/10/21
	2138 SC	MCMASTER CARR- supplies	\$	233.86	9/21	09/10/21
	2139 SC	NAPA OF BISHOP- auto supplies	\$	479.11	9/21	09/10/21
	2140 SC	NIELSENS EQUIPMENT MAINT supplies	\$	621.35	9/21	09/10/21
	2141 SC	THE SHEET-Advertisement for position	\$	144.00	9/21	09/10/21
	2142 SC	USA BLUE BOOK- supplies	\$	344.28	9/21	09/10/21
	2143 P	HEALTH SDRMA	\$	7,702.34	9/21	09/10/21
	2144 P	Directors fee	\$	274.05	9/21	09/16/21
	2145 P	Directors fee	\$	91.35	9/21	09/16/21
	2146 P	Directors fee	\$	228.37	9/21	09/16/21
	2147 P	Directors fee	\$	247.72	9/21	09/16/21
	2148 P	Employee paycheck	\$	2,124.61	9/21	09/16/21
	2149 P	Directors fee	\$	182.70	9/21	09/16/21
	2150 P	CALIFORNIA STATE DISBURS	\$	184.61	9/21	09/16/21
	2151 SC	GILMORE, BEVERLY-Escrow closed/close acct.	\$	13.54	9/21	09/13/21
	2152 SC	TEWALT, ED-Escrow closed/close acct.	\$	19.71	9/21	09/17/21
	2153 SC	CARTEGRAPH- supplies	\$	1,236.00	9/21	09/17/21
	2154 SC	JACOB PASCETTI- WWTP Grade I exam fee/mailing	\$	129.40	9/21	09/17/21
	2155 SC	AMERIGAS- utilities	\$	24.85	9/21	09/17/21
	2156 SC	CHANNEL UNION 76- fuel	\$	1,681.50	9/21	09/17/21
	2157 SC	IT MEDIC -computer support	\$	675.00	9/21	09/17/21
	2158 SC	USA BLUE BOOK- supplies	\$	2,198.80	9/21	09/17/21

JUNE LAKE PUBLIC UTILITY DISTRICT Claims and/or Payroll Checks List For the Accounting Period of 9/21

2159 SC	JON SIMMONS- wo	rk cloths	\$	139.00	9/21	09/17/21
2160 SC	NICKOLAS BERBOS	- Escrow closed/closed acct.	\$	75.36	9/21	09/17/21
2161 P	LOCAL 12	IUOE, LOCAL 12	\$	132.00	9/21	09/17/21
2162 SC	AMERICAN BUSINE	SS MACHINES- copy machine	\$	198.04	9/21	09/23/21
2163 SC	BISHOP WELDING	SUPPLY- supplies	\$	50.00	9/21	09/23/21
2164 SC	DO IT CENTER- s	upplies	\$	18.41	9/21	09/23/21
2165 SC	FORT DEARBORN L	IFE INSURANCE- Insurance	\$	249.96	9/21	09/23/21
2166 SC	MAMMOTH COMM. W	ATER DISTRICT- samples	\$	404.64	9/21	09/23/21
2167 SC	MCMASTER CARR-	supplies	\$	726.20	9/21	09/23/21
2168 SC	STANDARD INSURA	NCE- Insurance	\$	275.00	9/21	09/23/21
2169 SC	QUEST TECHNOLOG	Y- phone system	\$	73.29	9/21	09/23/21
2170 P	Employee payche	ck	\$	2,168.21	9/21	09/30/21
2171 P	CALIFORNIA STAT	E DISBURS	\$	184.61	9/21	09/30/21
2172 SC	MOSQ & VECTOR C	ONTROL ASSN- yearly membersh	ip \$	500.00	9/21	09/27/21
2173 SC	AMERICAN BUSINE	SS MACHINES- Black ink cartr	idge \$	15.00	9/21	09/30/21
2174 SC	HIGH COUNTRY LU	MBER- supplies	\$	420.87	9/21	09/30/21
2175 SC	JON SIMMONS SWR	CB-Water/Sewer renewals	\$	200.00	9/21	09/30/21
2176 SC	MCMASTER CARR-	supplies	\$	62.84	9/21	09/30/21
2177 SC	RICHARD ORLOFF-	WWTP Grade II-class/exam/tra	vel fees \$	751.90	9/21	09/30/21
2178 SC	USA BLUE BOOK-	supplies	\$	2,083.84	9/21	09/30/21
2179 SC	WESTERN NEVADA	SUPPLY-supplies	\$	638.01	9/21	09/30/21
-89597 P	FIT	EFTPS	\$	2,398.29	9/21	09/29/21
-89598 P	Employee deduct	ion	\$	784.61	9/21	09/29/21
-89599 P	CALPERS-MISC	CALPERS	\$	2,758.20	9/21	09/29/21
-89600 P	PERS PAYBACK	JUNE LAKE PUD	\$	17.50	9/21	09/30/21
-89601 P	Employee payche	ck	\$	2,428.95	9/21	09/30/21
-89602 P	Employee payche	ck	\$	1,671.70	9/21	09/30/21
-89603 P	Employee payche	ck	\$	1,318.35	9/21	09/30/21
-89604 P	Employee payche	ck	\$	2,228.36	9/21	09/30/21
-89605 P	Employee payche	ck	\$	1,617.00	9/21	09/30/21
-89606 P	Employee deduct	ion	\$	784.61	9/21	09/23/21
-89607 P	CALPERS-MISC	CALPERS	\$	2,761.76	9/21	09/16/21
-89608 P	Employee deduct	ion	\$	784.61	9/21	09/22/21
-89609 P	FIT	EFTPS	\$	2,852.39	9/21	09/17/21
-89610 P	PERS PAYBACK	JUNE LAKE PUD	\$	17.50	9/21	09/16/21

JUNE LAKE PUBLIC UTILITY DISTRICT Claims and/or Payroll Checks List For the Accounting Period of 9/21

	TOTAL		\$ 110,281.57		
-89624 P	Employee payche	ck	\$ 1,606.00	9/21	09/02/21
-89623 P	Employee payche	ck	\$ 2,140.28	9/21	09/02/21
-89622 P	Employee payche	ck	\$ 1,040.34	9/21	09/02/21
-89621 P	Employee payche	ck	\$ 1,326.08	9/21	09/02/21
-89620 P	Employee payche	ck	\$ 2,461.87	9/21	09/02/21
-89619 P	PERS PAYBACK	JUNE LAKE PUD	\$ 17.50	9/21	09/02/21
-89618 P	FIT	EFTPS	\$ 2,612.40	9/21	09/02/21
-89617 P	CA SDI	STATE OF CALIFORNIA EDD	\$ 2,838.17	9/21	09/02/21
-89616 P	CALPERS-MISC	CALPERS	\$ 2,761.76	9/21	09/10/21
-89615 P	Employee payche	ck	\$ 1,606.00	9/21	09/16/21
-89614 P	Employee payche	ck	\$ 2,170.32	9/21	09/16/21
-89613 P	Employee payche	ck	\$ 1,266.97	9/21	09/16/21
-89612 P	Employee payche	ck	\$ 1,466.92	9/21	09/16/21
-89611 P	Employee payche	ck	\$ 3,011.22	9/21	09/16/21

California State Treasurer Fiona Ma, CPA



Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 October 04, 2021

LAIF Home PMIA Average Monthly Yields

JUNE LAKE PUBLIC UTILITY DISTRICT

SECRETARY P.O. BOX 99 JUNE LAKE, CA 93529

Tran Type Definitions

Account Number: 85-26-001

September 2021 Statement

Account Summary

Total Deposit:

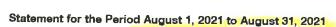
0.00 Beginning Balance:

2,527,457.07

Total Withdrawal:

0.00 Ending Balance:

2,527,457.07



JUNE LAKE PUBLIC UTILITY DISTRICT - Corporation

Account Number: A7T-574244



Account Overview

CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$835,466,24	\$955,130.68
Additions and Withdrawals	\$0.00	(\$118,304.12)
Income	\$1,090.99	\$11,917.52
Taxes, Fees and Expenses	\$0.00	\$0.00
Change in Value	(\$1,753.00)	(\$13,939.85)
ENDING VALUE (AS OF 08/31/21)	\$834,804,23	\$834,804,23
Total Accrued Interest	\$5,996.99	
Ending Value with Accrued Interest	\$840,801.22	

Refer to Miscellaneous Footnotes for more information on Change in Value.

INCOME		
TAXABLE	Current Period	Year-to-Date
Taxable Dividends	\$0.03	\$0.68
Taxable Interest	\$1,090.96	\$11,916.84
TOTAL TAXABLE	\$1,090.99	\$11,917.52
TOTAL INCOME	\$1,090.99	\$11,917.52

Taxable income is determined based on information available to NFS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

ACCOUNT ALLOCATION

Money Markets 0.5%



CDs 99.5%

	Percent	Prior Period	Current Period
Money Markets	0.5 %	\$3,453.39	\$4,544.38
CDs	99.5	\$832,012.85	\$830,259.85
TOTAL	100.0 %	\$835,466.24	\$834,804.23

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NFS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Products (ETPs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

MESSAGES AND ALERTS

Beginning with your July 2021 statement, client investment amount will be shown in the holdings section of your statement for specific assets if available. A sub-category total and an overall total in the Holdings Section will be reported. Client Investment is reflective of the dollar amount only from share purchases, transfers and conversions with customer or third party provided basis. Please note client investment does not represent the cost basis that is reported on IRS Form 1099-B.

CANTELLA & CO. INC.

JUNE LAKE PUBLIC UTILITY DISTRICT Income Statement For the Accounting Period: 9 / 21

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10 SEWER

				Current Ye	ar		
Account Ol	bject Description		Month	Current YTD	Budget	Variance	윰
Reveni	ue						
4.	110 T&A Cur Secured		3,809.93	3,809.93	323,535.00	-319,725.07	
	120 T&A Cur Unsecured		753.39	753.39	27,062.00	-26,308.61	
	130 Unitary Tax				5,819.00	-5,819.00	
	135 T&A Interest		333.86	333.86	690.00	-356.14	4
	310 User Service Charge		48,830.36	146,557.35	504,657.00	-358,099.65	2
	330 Delinquent User Chgs		414.04	1,471.55	5,332.00	-3,860.45	2
	332 Other Serv Chgs 620 Cell Tower Lease SBA		2,505.69	9,323.93	6,895.00	2,428.93	
	702 Local Bene #2		1,100.00	3,300.00	13,200.00	-9,900.00	2
	710 Inspection Fees				2,830.00 171.00	-2,830.00 -171.00	
	720 Connection Fees				13,890.00	-13,890.00	
	730 Tapping Fee				687.00	-687.00	
4	740 Other Oper Revenues				50.00	-50.00	
4.8	800 NON OPERATING REVENUE				344.00	-344.00	
							13
		Total Revenue	57,747.27	165,550.01	905,162.00	-739,611.99	1
Expens 5310	ses Sewer Collection						
:	110 Salaries		3,869.96	15,520.19	85,207.00	69,686.81	1
2	210 Supplies		5,920.68	12,845.56	7,079.00	-5,766.56	18
	310 Contractual Services		5,919.00	22,614.12	43,800.00	21,185.88	53
	320 Utilities		2,090.65	3,755.55	21,814.00	18,058.45	1
	Total Account		17,800.29	54,735.42	157,900.00	103,164.58	3.
5330	Sewer Treatment						
	110 Salaries 210 Supplies		2,528.67	11,991.89	55,881.00	43,889.11	2:
	310 Contractual Services		1,322.59 25.00	4,154.80 433.01	11,404.00	7,249.20	3 · 4 :
	320 Utilities		3,664.67	10,076.92	1,000.00 39,742.00	566.99 29,665.08	2.5
•	Total Account		7,540.93	26,656.62	108,027.00	81,370.38	2
5340	Mosquito						
	110 Salaries			131.92		-131.92	
3	310 Contractual Services		500.00	500.00		-500.00	
	Total Account		500.00	631.92		-631.92	
6100	Administrative and General		1 007 06	00 506 04	100 026 00	77 500 76	0
	110 Salaries		1,907.86	22,526.24	100,036.00	77,509.76	2:
	111 Directors Fees 112 Vac/Hol/SL		1,380.85	725.00 8,330.87	3,600.00 34,875.00	2,875.00 26,544.13	2 (
	113 Travel, Meetings & Mileage		751.90	2,477.52	2,000.00	-477.52	
	120 PERS Emplr Contribution		1,082.75	2,982.46	32,112.00	29,129.54	12.
				-,			

JUNE LAKE PUBLIC UTILITY DISTRICT Income Statement For the Accounting Period: 9 / 21

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10 SEWER

		Current Year					
Account Object	ct Description	Current Month	Current YTD	Budget	Variance	8	
130	Health Insurance	1,609.25	8,777.01	42,605.00	33,827.99	21	
131			353.29	1,500.00	1,146.71		
132		262.48	755.14	3,000.00	2,244.86	2.5	
140	±		8,656.21	9,500.00	843.79	9:	
150	Employer Social Security		34.10	1,140.00	1,105.90	3	
151	1 12 1	147.15	897.96	4,500.00	3,602.04	20	
220	,	572.12	2,589.82	9,064.00	6,474.18	29	
225		1,822.39	2,563.34	4,600.00	2,036.66	5€	
230				180.00	180.00		
240		333.30	5,015.85	3,370.00	-1,645.85	149	
250		607.51	1,877.32	7,144.00	5,266.68	26	
260	USFS Maintenance	621.35	9,941.36		-9,941.36		
270	Sm Tools & Supplies	88.47	169.07	1,264.00	1,094.93	13	
310	Contractual Services	265.32	1,939.99	1,200.00	-739.99	16:	
320		63.49	190.47	1,124.00	933.53	1	
330	Publication & Notices	72.00	162.00	100.00	-62.00	162	
340	Dues, Subsc & Fees	957.40	1,362.40	37,684.00	36,321.60	4	
350			1,597.26	42,000.00	40,402.74	d	
360	Gen'l Insurance		12,778.64	12,530.00	-248.64	102	
380	Rents & Leases	150.00	450.00	1,800.00	1,350.00	25	
	Total Account	17,314.88	111,011.19	409,728.00	298,716.81	27	
6310	USFS MAINT						
110	Salaries	461.28	2,809.32		-2,809.32		
	Total Account	461.28	2,809.32		-2,809.32		
	Total Expenses	43,617.38	195,844.47	675,655.00	479,810.53	29	
	TOTAL Expenses	43,617.36	195,844.47	6/5,655.00	4/9,810.53		
	Net Income from Operations	14,129.89	-30,294.46				
	Net Income	14,129.89	-30,294.46				

JUNE LAKE PUBLIC UTILITY DISTRICT Income Statement For the Accounting Period: 9 / 21

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20 WATER

Revenue					Current Ye	ear		
4110	ccount Obje	ct Description			Current YTD	Budget	Variance	
### 410 T&A Cur Secured								
### ### ##############################	Revenue							
# 120 T&A CUT Unsecured	4110	T&A Cur Secured		3,809.93	3,809.93	323,536.00	-319,726.07	
### ### ##############################				753.38	753.38		-26,308.62	
### ### ##############################		-					-5,818.00	
4315 Water Sales - Other 3,178.00 461.88 7,625.64 6,160.00 4610 Interest From Investments 3,178.00 4610 Interest From Investments 3,00 174.00 4720 Connection Fees 7,640.00 4730 Tapping Fee 7,640.00 4730 Tapping Fee 7,640.00 4730 Fixture Costs 936.00 4800 NON OPERATING REVENUE 750.00 19.00 70 19.00 70 19.00 70 70 19.00 70 70 70 70 70 70 70							-355.13	
### ### ##############################				48,223.99	155,816.21		-358,993.79	
### 4610 Interest From Investments ### 3.00 ### 4710 Inspection Fees				461 88	7 625 64	,	-3,178.00 1,465.64	
4710 Inspection Fees 174,00 4720 Connection Fees 7,640.00 4730 Tapping Fee 1,385.00 4750 Fixture Costs 936.00 19.00				401.00	7,023.04		-3.00	
4720 Connection Fees 4730 Tapping Fee 4730 Fixture Costs 4800 NON OPERATING REVENUE Total Revenue 53,583.05 168,339.03 891,410.00 -7 Expenses 5330 Sewer Treatment 310 Contractual Services Total Account 5420 Pumping 320 Utilities Total Account 841.33 4,815.22 13,880.00 5430 Water Treatment 110 Salaries 210 Supplies 120 Supplies 1310 Contractual Services 1310 Contractual Services 1466.55 2,565.82 2,000.00 320 Utilities Total Account 10 Salaries 110 Salarie							-174.00	
### Total Revenue	4720	Connection Fees					-7,640.00	
Total Revenue 53,583.05 168,339.03 891,410.00 -7 Expenses							-1,385.00	
Total Revenue 53,583.05 168,339.03 891,410.00 -7							-936.00	
Expenses 5330	4800	NON OPERATING REVENUE				19.00	-19.00	
Expenses 5330								
Sewer Treatment 310 Contractual Services Total Account Pumping 320 Utilities Total Account 841.33 4,815.22 13,880.00 841.33 4,815.22 13,880.00 841.33 4,815.22 13,880.00 8420 841.33 4,815.22 13,880.00 8430 Water Treatment 110 Salaries 210 Supplies 210 Supplies 210 Supplies 310 Contractual Services 320 Utilities 320			Total Revenue	53,583.05	168,339.03	891,410.00	-723,070.97	
Sewer Treatment Services Sever Treatment Services Sever Total Account Services Sever Total Account Services Sever Total Account Services Sever Total Account Sever Treatment Sever Treatme	Expenses							
Total Account Pumping 320 Utilities Total Account 841.33 4,815.22 13,880.00 841.33 4,815.22 13,880.00 Mater Treatment 10 Salaries 210 Supplies 210 Supplies 320 Utilities Total Account 10 Salaries 3,129.86 18,028.53 80,469.00 210 Supplies 2,331.14 2,834.41 14,730.00 310 Contractual Services 466.55 2,565.82 2,000.00 320 Utilities 508.57 2,004.91 15,371.00 Total Account 6,436.12 25,433.67 112,570.00 Transmission and Distribution 10 Salaries 210 Supplies 310 Contractual Services Total Account 1,352.08 7,947.31 4,305.00 310 Contractual Services Total Account 1,352.08 9,611.59 12,307.00 Meter 110 Salaries 24.54 530.62 8,086.00 505.0	-	Sewer Treatment						
Pumping 320 Utilities Total Account 841.33	310	Contractual Services			25.00		-25.00	
Total Account **Note of the content		Total Account			25.00		-25.00	
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				24.54			7,555.38	
TOTAL ACCOUNT 24.54 6.080.24 18.086.00	210			04 54			4,450.38	
		Total Account		24.54	0,080.24	TR, N80.00	12,005.76	

JUNE LAKE PUBLIC UTILITY DISTRICT Income Statement For the Accounting Period: 9 / 21

Page: 4 of 4 Report ID: LB170A

20 WATER

			Current Ye	ar		
Account Objec	t Description	Current Month	Current YTD	Budget	Variance	8
110	Salaries	1,907.44	22,525.55	95,448.00	72,922.45	24
111	Directors Fees		725.00	3,600.00	2,875.00	
112	Vac/Hol/SL	302.85	1,857.16	34,875.00	33,017.84	
113	Travel, Meetings & Mileage			2,000.00	2,000.00	
	PERS Emplr Contribution	568.64	6,299.43	19,319.00	13,019.57	
121	CalPers Unfunded Liability	4,619.29	13,857.87	52,800.00	38,942.13	
	Health Insurance	1,609.05	8,776.59	42,605.00	33,828.41	21
131	Dental/Vision Insurance		353.29	1,500.00	1,146.71	24
132	LTD & Life Ins	262.48	417.14	3,007.00	2,589.86	
140	State Compensation		8,656.20	9,500.00	843.80	
150	Employer Social Security		34.10	1.00	-33.10	
151	Employer Medicare	77.80	655.81	3,000.00	2,344.19	
210	Supplies			100.00	100.00	
220	Gas, Oil & Fuel	572.12	2,589.80	8,939.00	6,349.20	29
225	Maintenance, Vehicle & Contractual	1,822.37	1,917.45	4,600.00	2,682.55	
230	Office Utilities			200.00	200.00	
240	Office Expenses	333.30	6,840.75	3,360.00	-3,480.75	204
250	Communication	708.99	2,184.76	7,140.00	4,955.24	
270	Sm Tools & Supplies	88.46	169.05	1,260.00	1,090.95	13
310	Contractual Services	265.31	1,939.97	1,200.00	-739.97	162
320	Utilities	63.50	190.50	1,149.00	958.50	
330	Publication & Notices	72.00	162.00	100.00	-62.00	162
340	Dues, Subsc & Fees	808.00	1,123.00	26,006.00	24,883.00	4
350	Professional Srvs		1,632.26	19,000.00	17,367.74	9
360	Gen'l Insurance		12,778.63	14,532.00	1,753.37	
380	Rents & Leases	150.00	450.00	1,800.00	1,350.00	
	Total Account	14,231.60	96,136.31	357,041.00	260,904.69	
	Total Expenses	22,885.67	142,102.03	513,884.00	371,781.97	28
	Net Income from Operations	30,697.38	26,237.00			
	Net Income	30,697.38	26,237.00			

JUNE LAKE PUBLIC UTILITY Account Number: #### #### #### Page 1 of 3



•Rewards

Bonus Points Available 38,011

Account Summary

Billing Cycle		09/01/2021
Days In Billing Cycle		31
Previous Balance		\$2,309.70
Purchases	+	\$674.21
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$2,309.70-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$674.21

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$14,325.79
Available Cash	\$1,000.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

O

Call us at: (800) 883-0131 Lost or Stolen Card: (800) 883-0131



Go to MyCardStatement.com

 \square

Write us at PO BOX 31537, TAMPA, FL 33631-3537

Payment Summary

 NEW BALANCE
 \$674.21

 MINIMUM PAYMENT
 \$674.21

 PAYMENT DUE DATE
 09/26/2021

NOTE. Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
08/04	08/05	PBUS01	24137461216200130973551	USPS PO UNE LAKE CA	\$157.32
08/06	08/08	PBUS01	24692161218100181628164	VZWRLSS*APOCC VISB	\$391.01
08/11	08/12	PBUS01	24692161223100053530541	UPS GA	\$31.11
08/11	08/12	PBUS01	24692161223100053604015	UPS" GA	\$5.80
08/18	08/18	PBUS01	24430991230400819007646	MSFT * WA	\$44.00
08/19	08/19		74009771231001200901412	PAYMENT - THANK YOU	\$2,309.70-
08/27	08/29	PBUS01	24011341239000053983019	ZOOM.US WWW.ZOOM.US CA	\$14.99
08/28	08/29	PBUS01	24943001240700507788696	ADOBE ACROPRO SUBS	\$14.99
08/28	08/29	PBUS01	24204291240000343636725	Adobe Inc CA	\$14.99

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE. ALLOW UP TO 7 DAYS FOR RECEIPT

TCM BANK NA PO BOX 31481 TAMPA FL 33631-3481 Account Number

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date

New Balance

Total Minimum Payment Due

Payment Due Date

•

09/01/21

\$674.21

\$674.21

09/26/21

- 5

JUNE LAKE PUBLIC UTILITY PO BOX 99 JUNE LAKE CA 93529-0099 15359

MAKE CHECK PAYABLE TO:

ինիերիլուինիայիներիլիկինիայիկինիայիլենի

VISA PO BOX 6818 CAROL STREAM IL 60197-6818



JUNE LAKE PUBLIC UTILITY

Account Number: #### #### ####

Page 3 of 3

cRewards Bonus Points Information as of 08/31/2021

•Rewards	Beginning	Points	Points	Points	Ending
	Balance	Earned	Adjusted	Redeemed	Balance
	37,337	674	0	0	38,011

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges		Effective APR	Ending Balance
Purchase	8								
PBUS01	PURCHASE	G	\$0.00	1.83250%(M)	21.9900%(V)	\$0.00	\$0.00	0.0000%	\$674.2
001			•			*	*		V -7
Cash									
CBUS01	CASH	Α	\$0.00	2.08250%(M)	24.9900%(V)	\$0.00	\$0.00	0.0000%	\$0.00
001						•	•		V = 1.0
* Periodic Ra	te (M)=Monthly (D)=	Daily					Days In B	illing Cycle:	31
	ash advance and fore		cv fees					nual Perce	

¹ FCM = Finance Charge Method

⁽V) ≈ Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS JUNE LAKE PUBLIC UTLITY DISTRICT

President Hallum called the regular meeting of September 8, 2021, of the Board of Directors of the June Lake Public Utility District (JLPUD) to order at 5:30 P.M. at 2380 Hwy 158, June Lake, CA.

Pledge of Allegiance

A. ROLL CALL

Directors Present:

Hallum, Miller, Minich, Walsh

Director by Phone:

Hunt

Directors absent:

Staff Present:

Superintendent Simmons & Secretary Morgan

B. PUBLIC COMMENT

Doug Smith a resident of June Lake, spoke about concerns on the 2019-2020 and 2020-2021 audit not being completed. Mr. Smith has concerns about operating the PUD without a General Manager or Interim General Manager. From Mr. Smith's experience when the PUD operates without a GM, things don't get done.

Mr. Smith suggested that the PUD contact Best Best & Krieger regarding 2% annual cost increase for future costs to be added to customer bills each year.

C. CONSENT CALENDAR

Board action: to accept Consent Calendar, as written.

Motion by: Director Minich Seconded by: Director Miller Motion: passed unanimously

Some discussion took place regarding how checks are labeled. An example is SC (claims), E (electronic check), V (void), P (payroll). This was explained.

More discussion took place regarding discrepancy between what the check registers total expensed and the income statement expense report. How things are coded and the balancing of the checking account. The PUD is still waiting on Mr. Porter to complete the process of balancing the accounts and making the necessary adjustments for the auditors.

D. APPROVAL OF MINUTES

1. Board action: to approve Regular Minutes from August 18, 2021, with amendment to Section A, Director Hunt's name corrected from Hun to Hunt.

Motion by: Director Minich Seconded by: Director Miller Motion: passed unanimously

E. OLD BUSINESS

Board action: to approve Memorandum of Understanding (MOU) Labor Negotiation Contract with the JLPUD as was presented for calendar year 2021.

Motion by: Director Walsh

Seconded by: Director Minch

Motion: unanimously

Director Hallum spoke about Fire Chief, Juli Baldwin's request during the August 18, 2021, Board Meeting. The Fire Chief had asked the Board to review her request to pay the PUD employees for preforming Volunteer services while on PUD time. Director Hallum spoke with Best Best and Krieger (Attorneys for the JLPUD) and the attorneys said you cannot pay employees for Volunteer time, that would be a gift of Public Funds. The PUD will still pay for the first thirty (30) minutes of a fire call, as was negotiated in the MOU.

The MOU will be retroactive to start on July 1, 2021, for three (3) years.

F. NEW BUSINESS

1. Board action: to table Operations Agreement for the Delivery of Non-potable Water with June Mountain Ski Area (JMSA) and Future Water Projects with JMSA till October Board Meeting.

Motion by: Miller Seconded by: Minich Motion: unanimously

After some discussion, it was decided to wait till the Regular October Board Meeting when Julie Brown of JMSA could be present.

G. DIRECTOR'S/COMMITTEE REPORT

Personnel committee: nothing to report Finance committee: nothing to report Treasurer committee: nothing to report

Director Hallum provided information supplied by RebuildSoCal.ORG which is a grant organization. They research grants, write grants, acquire the grants for clients and administer the grants for clients. They have one requirement and that is the client (PUD) must use Union labor.

Director Hallum says our next step on the Grant process is for the PUD to hire an Interim General Manager or General Manager and have that person continue with this project.

Director Hallum has been in contact with Aqua Operations and with Water Talent regarding the temporary hiring prospects for an Interim General Manager.

H. O&M SUPERINTENDENT REPORT

- 1. Vactored some of the Village Collection System- Arizona St. and the center of the Clarifier.
- 2. Replaced valve cans on Granite and Rainbow Street.
- 3. West side restroom lift station, unclogged Pump #2 at Silver Lake Campground.
- 4. Unclogged Pump #1 and Pump #2 at Oh Ridge #1.
- 5. Removed the ice baffle from the east brush for repairs at the Wastewater Plant.
- 6. Unclogged Pump #2 at Station #1.
- 7. Staff worked on meter repairs district wide.
- 8. Eldridge Electric replaced a circuit breaker at Oh Ridge #2.

On Call Activities for the month:

- 1. 8/2/2021 planned power outage, checked all water plants and all lift stations.
- 2. 8/3/2021 power back on, checked all water plants and all lift stations.
- 3. 8/15/2021 water leak on Nevada Street Main put on repair clamp.

I. MANAGER REPORT

None

- J. Close Open Session 6:22 P.M. (Minich, Miller)
- K. Opened Executive Session at 6:32 P.M. (Minich, Miller)
- L. Closed Executive Session at 7:16 P.M. (Minich, Miller)
- M. Opened Public Session at 7:17 P.M. (Minich, Miller)

N. EXECUTIVE SESSION REPORT:

- 1. Public Employment, Pursuant to Government Code Section 54954.5 Position: General Manger discussion only
- 2. Public Employment, Pursuant to Government Code Section 54954.5 Position: Superintendent discussion only
- 3. Public Employee discipline/Dismissal/Release, Pursuant to Government Code Section 54954.5 discussion only

Next board meeting is set for Wednesday, October 13, 2021, at 5:30 P.M.

O. ADJOURNMENT

There being no further business, it was moved, seconded, and unanimously passed to adjourn at 7:18 P.M. (Minich, Miller).

Respectfully Submitted,

Heather Morgan Ex-Officio Secretary

OPERATIONS AGREEMENT FOR THE DELIVERY OF NONPOTABLE WATER

This Operations Agreement for the Delivery of Nonpotable Water (this "Agreement") is entered into by and between the June Lake Public Utility District, a California public utility district ("District"), and the Mammoth Mountain Ski Area, LLC, a California limited liability company ("MMSA") as of November 1, 2021 ("Effective Date"). The District and MMSA may each be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. MMSA is the owner and operator of the June Mountain Ski Area ("Resort").
- B. MMSA has requested that District provide surplus nonpotable water to MMSA for the sole purpose of limited snow making on the lower slopes of the Resort through the District's Twin Creek Springs Diversion ("Diversion").
- C. The District has available nonpotable water supplies and is willing to provide water to MMSA pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants as well as for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. TERM

The term of this Agreement shall begin on the Effective Date and shall expire on October 31, 2022. The Parties may renegotiate and extend the term of this Agreement or enter into a new agreement for future service.

2. OWNERSHIP OF WATER SYSTEM AND WATER RIGHTS

This Agreement is not intended to, and does not, transfer the District's ownership of the Diversion, any other District facilities, or any of the District's water rights. Notwithstanding any provision of this Agreement, the District is and shall remain the sole owner of the Diversion, its facilities and any additions or changes thereto, and is and shall remain the owner of the water rights relating to water served through the Diversion under this Agreement. MMSA expressly acknowledges and agrees that this Agreement does not transfer any facilities or establish any water rights in MMSA.

3. PAYMENT FOR WATER DELIVERY

During the term of this Agreement, the District shall deliver water to MMSA at the Resort pump house ("Delivery Point"). MMSA hereby agrees to compensate the District for the delivery of nonpotable water to the Delivery Point at one cent (\$00.01) per gallon. The District shall read the water meter in the pump house monthly and will bill MMSA quarterly; provided, however, that the first quarter shall begin on the Effective Date and the second quarter shall begin on January 1, 2022. The District will send an invoice to MMSA showing the final amount of water delivered during each such quarterly period and the total amount due. MMSA shall pay the District the amount of the invoice within thirty (30) days of receipt. If MMSA questions or disputes the amount of such invoice, the invoice amount shall first be paid, and such questions or disputes shall thereafter be resolved. If the fees or charges are not timely paid, the District reserves the

right to collect the fees and charges in any lawful manner, and the amount of the delinquent fees and charges shall earn interest at the rate of ten percent (10%) per annum or the maximum legal amount, whichever is less.

4. WATER DELIVERY

- 4.1. Ownership of Delivered Water. Upon delivery of nonpotable water to MMSA at the Delivery Point, such water is deemed to be MMSA's water for all purposes, including, but not limited to, the purposes set forth in Section 6.3.
- 4.2. <u>Maximum Delivery</u>. MMSA shall be limited to a maximum of two (2) million gallons of water during the term of this Agreement.
- 4.3. Priority of District Service: Flow. Under this Agreement, MMSA will only receive surplus water from the Diversion, as determined in the sole discretion of the District's General Manager. Notwithstanding any other provision of this Agreement, the District shall always maintain first call on the water at the Diversion. When water resources are available at the Diversion, MMSA will be allocated a maximum flow of 100 gallons per minute.
- 4.4. <u>Limited Purpose</u>. The Parties agree that the delivery of water under this Agreement is for the sole purpose described in the above Recitals. MMSA agrees that the water provided pursuant to this Agreement shall not be used for any other purposes, including, but not limited to, resale, construction, irrigation, or treatment or delivery as drinking water. The Parties further agree that District shall not have any obligation to provide other water to MMSA under this Agreement, and nothing in this Agreement is intended to, or shall, provide or constitute a right of MMSA in or to the facilities, water capacity, or water service owned or operated by the District.
- 4.5. <u>Coordination</u>. MMSA personnel will contact the District's General Manager each event prior to any snow making usage to confirm that there is enough water available at the Diversion above what the District needs to serve its regular customers.
- 4.6. <u>Certified Operator.</u> MMSA will maintain a California State certified Water Treatment or Water Distribution Operator as the person in charge of the operations of the pump house at the Delivery Point and associated raw water distribution system from the Diversion to the Delivery Point.
- 4.7. Operation Plan. MMSA will maintain a Standard Operation Plan ("SOP") mutually agreed on by MMSA and the District. The SOP may be modified during the term of this Agreement as deemed necessary by both Parties. District's General Manager shall have authority to adopt or amend the SOP without an action by the Board of Directors. The initial SOP is attached hereto and incorporated herein as Exhibit A.

4.8. Interruptions in Deliveries; Emergency Circumstances.

- 4.8.1. Delivery of water to MMSA under this Agreement may be interrupted or temporarily suspended by the District for the following reasons:
 - 4.8.1.1. Water delivery interruptions in or to the Diversion or other District's facilities;
 - 4.8.1.2. Repairs, rehabilitation, restoration, or alteration of District facilities upstream of the Delivery Point;

- 4.8.1.3. Disasters, emergencies, or other acts of God, including, but not limited to, emergency fire flow requirements or demands of the District's potable water system; and/or
- 4.8.1.4. The potable water demands of the District's potable water system require usage of water such that the District is unable to provide water under this Agreement.
- 4.8.2. Delivery of water to MMSA under this Agreement may also be permanently cancelled if any other state or local agency in any way reduces or restricts water use by the District.
- 4.8.3. Notwithstanding any other provision of this Agreement to the contrary, the District shall have no liability to MMSA for the District's inability to deliver or sell water to MMSA for the reasons stated in this section or for any other reason.
- 4.9. Damage to District Facilities. If the Diversion, Diversion distribution system, District's Snow Creek Water Treatment Plant, or any other District facilities are damaged or destroyed as a result of MMSA's acts or omissions (including the acts or omissions of any MMSA employees, agents, or contractors), MMSA shall be responsible for all costs associated with the reconstruction or repair of the affected District facilities and shall reimburse the same within thirty (30) calendar days following written demand from District. Such damage or destruction may include, without limitation, damage caused by water hammer or negative pressure from MMSA's pump house operations.

5. TERMINATION

The District may immediately terminate this Agreement with or without cause upon written notice to MMSA.

6. CONDITIONS AND COVENANTS

- 6.1. Responsibility to Obtain Permits and Approvals. MMSA shall be responsible, at its sole cost and expense, for obtaining any permits or approvals necessary for receiving water or performing its activities related to this Agreement. MMSA shall be responsible for all fees and costs related to any permits and approvals, including, but not limited to, any testing, monitoring, or reports. Further, MMSA shall be responsible for filing any reports or documentation related to required permits or approvals.
- 6.2. <u>Compliance with Applicable Law.</u> The Parties will comply with all applicable laws, rules, and regulations in the performance of this Agreement.
- 6.3. No Liability Past Point of Connection. The Parties expressly agree that all responsibility and liability for the transportation, delivery, and use of water delivered to MMSA at the Delivery Point shall, once past such point, lie solely with MMSA. This includes, but is not limited to, responsibility for maintaining all necessary permits for delivery of the water and operation of any facilities downstream of the Delivery Point.
 - 6.4. Water Rate is Not a Property Related Fee. MMSA acknowledges and agrees as follows:
 - 6.4.1. California Constitution, article XIII D, section 6 ("Article XIII D") establishes certain procedural and substantive requirements which apply when the District imposes a new or increased property-related fee or charge;

- 6.4.1.1. The procedural requirements include, among other things, that the District only impose the fee or charge after a noticed public hearing and protest proceeding;
- 6.4.1.2. The substantive requirements include, among other things, that the fee or charge not exceed the cost of providing the property related service, that revenues from the fee or charge only be used for providing such property related service and not for general governmental services, that the fee or charge be proportional to the cost of providing service to each parcel, and that the fee or charge may only be imposed for services immediately available to a property owner;
- 6.4.1.3. The procedural and substantive requirements are contained in Article XIII D, and the descriptions in this section are only meant to summarize certain aspects of these requirements; and
- 6.4.1.4. The above requirements only apply to property related fees and charges that are imposed by a local government.
- 6.4.2. MMSA has had a reasonable opportunity to thoroughly read and review Article XIII D and the terms and conditions of this Agreement.
- 6.4.3. In consideration of the District's willingness to deliver nonpotable water to MMSA pursuant to this Agreement, MMSA hereby acknowledges and agrees that this Agreement is voluntarily entered into for the benefit of MMSA and does not involve the imposition of any fee or charge subject to Article XIII D or any other provision of law governing the imposition of fees and charges. As such, MMSA knowingly understands and agrees that the nonpotable water rate set forth in this Agreement is not subject to the procedural or substantive requirements of Article XIII D, and hereby waives any claim as related to MMSA or the property comprising June Mountain Ski Area to the contrary. MMSA further acknowledges that MMSA may at any time cease receiving deliveries of nonpotable water under this Agreement.

7. INDEMNIFICATION.

MMSA shall indemnify, defend and hold the District and its officers, employees, contractors and agents (the "Indemnitees") harmless from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising from or as a result of MMSA's failure to comply with any provision of this Agreement, or occasioned wholly or in part by any act or omission of MMSA or its respective officers, employees, contractors and agents arising out of or in connection with this Agreement, except that MMSA shall have no obligation for Claims caused by the sole negligence or willful misconduct of an Indemnitee. The obligations of this section shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS PROVISIONS

- 8.1. Recitals. The above Recitals are true and correct and fully incorporated in this Agreement.
- 8.2. <u>Scope of Agreement.</u> Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by the District to deliver water or any other District service in the future on the terms and conditions contained herein or on any terms and conditions whatsoever.

- 8.3. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder. This Agreement does not create any third-party beneficiary rights.
- 8.4. <u>Binding Effect: Assignment.</u> All the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the parties to the Agreement, which consent may not be unreasonably withheld.
- 8.5. <u>Severability.</u> Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or circumstance, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

8.6. Notice.

8.6.1. Form of Notice. Any notice to any party shall be in writing and given by delivering the same to such party in person or by sending the same by first class U.S. mail or certified mail, return receipt requested, with postage prepaid to the party's mailing address. The respective mailing addresses of the parties thereto are, until changed as hereinafter provided, the following:

To the District:

June Lake PUD

2380 CA-158

June Lake, CA 93529 Attn: General Manager

To MMSA:

Mammoth Mountain Ski Area, LLC

P.O. Box 24

Mammoth Lakes, CA 93546Attn: Ron Cohen, President &

C00

rcohen@mammothresorts.com

With a copy to:

Alterra Mountain Company 3501 Wazee Street, Suite 400 Denver, CO 80216 Attn: Chief Legal Officer

legal@alterramtnco.com

- 8.6.2. Change of Address. Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided herein at least ten days prior to the date such change is effective.
- 8.6.3. Effective Date of Notice. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed, on the delivery date or five (5) days after deposit, whichever is earlier.

- 8.7. Entire Agreement. This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all oral or written representations or written agreements which may have been entered into between the Parties. This Agreement may be cancelled, changed, modified, or amended in whole or in part only by a written instrument executed by the Parties (or their respective successors and assigns).
- 8.8. Governing Law: Venue. This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Mono, California.
- 8.9. <u>Section Headings.</u> All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.
- 8.10. Attorney Fees. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys', experts', and consultants' fees and costs from the non-prevailing party.
- 8.11. Non-Waiver. No waiver by any Party of any default in performance on the part of another Party, or of any breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.
- 8.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which counterparts shall, for all purposes, be deemed an original and all which counterparts, when taken together, shall constitute one and the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

The Parties have executed this Operations Agreement for the Delivery of Nonpotable Water on the date(s) set forth below.

DISTRICT

	a California Public Utility District
Date:	Ву:
	Name: Jerry Hallum Its: President of the Board of Directors
	JUNE LAKE PUBLIC UTILITY DISTRICT, a California Public Utility District
Date:	Ву:
	Name: Heather Morgan
	Its: Secretary/Clerk
	MMSA
	MAMMOTH MOUNTAIN SKI AREA, LLC,

By:

Name: Ron Cohen
Its: President and COO

a California Limited Liability Company

Date: 8-15-21

California Employers Pension Prefunding Trust (CEPPT)

June Lake Public Utility District

October 7, 2021



June Lake Public Utility District's CalPERS Pension Plans Summary

Plan	Funded Status (6/30/2019)	Unfunded Liability (7% Interest)	UAL Payment 2021-22	UAL Payment 2026-27	UAL Payment Increase	Normal Costs 2021-22
<u>Miscellaneous</u>	71.5%	\$1,406,933	\$108,162	\$142,000	\$33,838	\$32,471
PEPRA Miscellaneous	93.5%	\$8,437	\$2,701	\$0	(\$2,701)	\$15,974
Totals	72.1%	\$1,415,370	\$110,863	\$142,000	\$31,137	\$48,445



Pay Down Your Miscellaneous Pension Debt Faster and Save

Amortization Schedule (Page 14 of Valuation)	Total Paid Over Amortization Schedule	Interest Paid Over Amortization Schedule	Payment Increase Due to Shorter Amortization	Total Interest Savings Over Amortization Schedule
Variable Payment 24 Years	\$2,539,750	\$1,112,613	\$0	\$0
Level Payment 15 Years	\$2,272,198	\$845,061	\$43,318	\$267,552
Level Payment 10 Years	\$1,964,334	\$537,197	\$88,271	\$575,416



Tools to Proactively Manage Pension Costs

- Make up for past underperformance by sending Additional Discretionary Payments (ADP's) of Unfunded Accrued Pension Liability (UAL) to CalPERS
 - Yes you should do this
- Establish a pension contribution prefunding Section 115 trust fund to improve your future capacity to pay these volatile costs
 - Yes you should also do this



Why Prefund Pension Contributions via 115 Trust?

- CalPERS pension costs are increasing faster than your budget is growing
- CalPERS pension investments are volatile making future contributions volatile and challenging to plan for
- LAIF and County Treasury have been earning historically low yields for at least a decade
- By planning ahead and increasing yields you can save money while making pension costs more manageable



Pension Contribution Prefunding 115 Trust Purpose

- Grow assets for future pension contributions
- Invest over shorter time horizon than CalPERS
- Invest less risky than CalPERS
- Earn higher yields than LAIF and County Treasury
- Retain liquidity on your assets
- Stabilize future budgets
- Create a contingency reserve for difficult times ahead



You Control the Funding Policy

- Choose your preferred portfolio option or use both
- Contributions are always voluntary and never required
- Decide if and when to seek reimbursement for every pension dollar contributed to CalPERS and regain liquidity
- Benefit from CalPERS investment economies of scale without giving up control of your money



June Lake Public Utility District's CEPPT Purpose #1

- Build a rainy-day contingency reserve fund
- Will likely outperform LAIF and earn more interest
- Will allow for greater budgetary stability

Plan	3 Months Pension Cost
Miscellaneous	\$35,158
PEPRA Miscellaneous	\$4,669
Total	\$39,827



June Lake Public Utility District's CEPPT Purpose #2

- Prefund future pension costs in advance
 - Normal Costs which will exist in perpetuity (~\$48,445)
 - Unfunded Liability payments when they exist (\$1,415,370)
 - Including Additional Discretionary Payments (ADPs)
- Take advantage of time and compounding interest
- Use this approach to dollar cost average ADP's
 - Mitigate market timing risk
 - Mitigate large lump sum single contribution risk



Compounding Interest Model

Investment Duration (Years)	1	2	3	4	5	6	7	8	9	10	11
Nominal Expected Compounded Annualized Rate of Investment Return	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Cumulative Expected Compounded Rate of Investment Return	5%	10%	16%	22%	28%	34%	41%	48%	55%	63%	71%
Required Investment Principal Contribution Needed to Generate \$1	\$0.95	\$0.91	\$0.86	\$0.82	\$0.78	\$0.75	\$0.71	\$0.68	\$0.64	\$0.61	\$0.58



Employer Contribution Prefunding Scenario

Fiscal	Normal Cost					Investme	ent Duratio	n (Years)				
Year	Contribution	1	2	3	4	5	6	7	8	9	10	11
2021-22	\$23.7	\$22.5										
2022-23	\$24.0	\$22.8	\$21.8									
2023-24	\$24.4	\$23.2	\$22.1	\$21.1								
2024-25	\$24.8	\$23.6	\$22.5	\$21.4	\$20.4							
2025-26	\$25.2	\$24.0	\$22.9	\$21.8	\$20.7	\$19.8						
2026-27	\$24.6	\$24.4	\$23.2	\$22.1	\$21.1	\$20.1	\$19.1					
2027-28	\$26.3	\$25.0	\$23.8	\$22.7	\$21.6	\$20.6	\$19.6	\$18.7				
2028-29	\$26.9	\$25.6	\$24.4	\$23.3	\$22.2	\$21.1	\$20.1	\$19.1	\$18.2			
2029-30	\$27.6	\$26.3	\$25.0	\$23.8	\$22.7	\$21.6	\$20.6	\$19.6	\$18.7	\$17.8		
2030-31	\$28.3	\$26.9	\$25.7	\$24.4	\$23.3	\$22.2	\$21.1	\$20.1	\$19.2	\$18.2	\$17.4	
2030-32	\$29.0	\$27.6	\$26.3	\$25.1	\$23.9	\$22.7	\$21.6	\$20.6	\$19.6	\$18.7	\$17.8	\$17.0



Pension Contribution Investment Tools

Portfolios	CalPERS Pension	CalPERS 115 CEPPT Trust Strategy 1	CalPERS 115 CEPPT Trust Strategy 2	LAIF	
Expected Return	6.8%	5.0%	4.0%	~1%	
Risk	11.4%	8.2%	5.2%	Lowest	
Optimal Investment Time Horizon	Long-Term	2-10 `	Years	1-24 Months	
Liquidity	No	Ye	es	Yes	



CEPPT Portfolio Details

Asset Classification	Benchmark	CEPPT Strategy 1	CEPPT Strategy 2
Global Equity	MSCI All Country World Index	40% ±5%	14% ±5%
Fixed Income	Bloomberg Barclays U.S. Aggregate Bond Index	47% ±5%	73% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid Index	8% ±5%	8% ±5%
Treasury Inflation Protected Securities (TIPS)	Barclays Capital Global Real: US TIPS Index	5% ±3%	5% ±3%
Cash	3-Month Treasury Bill	0% +2%	0% +2%



CEPPT/CERBT Investment Returns Outperform Benchmarks

Periods Ended June 30, 2021

<u>Fund</u>	<u>Assets</u>	1 Month	3 Months	<u>FYTD</u>	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$13,042,036,647	1.45%	6.59%	27.54%	27.54%	11.95%	10.88%	8.42%	6.29%
Benchmark		1.40%	6.54%	27.31%	27.31%	11.66%	10.49%	8.13%	5.86%
CERBT Strategy 2 (Inception October 1, 2011)	\$1,815,456,223	1.59%	6.05%	19.71%	19.71%	10.57%	9.02%		8.44%
Benchmark		1.56%	6.00%	19.50%	19.50%	10.35%	8.66%	÷.	8.15%
CERBT Strategy 3 (Inception January 1, 2012)	\$818,674,420	1.59%	5.49%	13.60%	13.60%	9.02%	7.16%	i je ur	6.60%
Benchmark		1.57%	5.45%	13.45%	13.45%	8.84%	6.85%	*:	6.29%
CERBT Total	\$15,676,167,290		9074						
CEPPT Strategy 1 (Inception October 1, 2019)	\$38,556,782	1.02%	4.74%	18.31%	18.31%		я		12.14%
Benchmark		0.91%	4.63%	18.07%	18.07%			# #	12.16%
CEPPT Strategy 2 (Inception January 1, 2020)	\$19,387,858	0.79%	3.24%	8.00%	8.00%	*	=	•	7.19%
Benchmark		0.78%	3.24%	7.75%	7.75%	*	-	*.	7.01%
CEPPT Total	\$57,944,640	Par Pri			TO LEAST	90-11-0			

Time weighted return reports the performance of the investment vehicle, not of the employer assets. Returns are gross. Historical performance is not necessarily indicative of actual future investment performance or of future total program cost. Current and future performance may be lower or higher than the historical performance data reported here. Investment return and principal value may fluctuate so that your investment, when redeemed, may be worth more or less than the original cost. The value of an employer's fund shares will go up and down based on the performance of the underlying funds in which the assets are invested. The value of the underlying funds' assets will, in turn, fluctuate based on the performance and other factors generally affecting the securities market.



CEPPT/CERBT Consistently Low Fee Rate History

Fiscal Year	CERBT	CEPPT	
2007-2008	2.00 basis points		
2008-2009	6.00 basis points		
2009-2010	9.00 basis points		
2010-2011	12.00 basis points		
2011-2012	12.00 basis points		
2012-2013	15.00 basis points	~	
2013-2014	14.00 basis points		
2014-2015	10.00 basis points	· ·	
2015-2016	10.00 basis points		
2016-2017	10.00 basis points	E.	
2017-2018	10.00 basis points		
2018-2019	10.00 basis points		
2019-2020	10.00 basis points	25.00 basis points	
2020-2021	10.00 basis points	25.00 basis points	
2021-2022	10.00 basis points	25.00 basis points	



Advantages of the CEPPT & CERBT

- Investment policy and management services by CalPERS
 - Unmatched resources and economies of scale
 - Most broadly diversified portfolios
 - No socially conscious divestment
- Lowest total participation cost
 - Not-for-profit make us always the least expensive option
 - Least volatile way to save money and net better returns
- Excellent customer service
 - 98% retention rate of almost 600 clients over 14 years
- Simple administration
 - Join or leave at anytime and zero costs
- GASB compliance
 - Already have a PLR for CERBT
 - Getting a PLR for CEPPT once IRS opens the process again
 - No audit findings



595 Prefunding Program Employers 585 CERBT and 44 CEPPT

- State of California
- 152 Cities or Towns
- 10 Counties
- 76 School Employers
- 31 Courts
- 325 Special Districts and other Public Agencies
 - (99 Water, 34 Sanitation, 33 Fire, 25 Transportation)



Considerations When Making ADP's

- Pick the most strategic amortization base(s)
- Hard Fresh Starts vs. Soft Fresh Starts
- Dollar Cost Averaging
 - Mitigate market timing risk on large contributions
- Retaining Liquidity
- You still have to perform tomorrow
- You still have to pay tomorrow



Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Matt Goss	Outreach & Support Program Manager	Matthew.Goss@calpers.ca.gov	(916) 795-9071	(916) 382-6487
Karen Lookingbill	Outreach & Support Manager	Karen.Lookingbill@calpers.ca.gov	(916) 795-1387	(916) 501-2219
Jasper Jacobs	Outreach & Support Analyst	Jasper.Jacobs@calpers.ca.gov	(916) 795-0432	(916) 717-3886
Jean MacDonald	Outreach & Support Analyst	Jean.MacDonald@calpers.ca.gov	(916) 795-0675	(916) 291-1325
Colleen Cain-Herrback	Administration & Reporting Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
Robert Sharp	Assistant Division Chief	Robert.Sharp@calpers.ca.gov	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages	
CERBT4U@calpers.ca.gov - Questions & Document Submittal	www.calpers.ca.gov/CERBT	
CEPPT4U@calpers.ca.gov - Questions & Document Submittal	www.calpers.ca.gov/CEPPT	
CERBTACCOUNT@calpers.ca.gov - Online Record Keeping System		



June Lake PUD
Honorable board members

I have been asked to provide a memo outlining what I have done and what is left to do to finish the bookkeeping for 6-30-2020.

I had a good discussion with Chris Brown regarding finishing the audit for 6-30-2020 yesterday.

I had told him that Juli is on leave and Paul is gone so all I have is Heather to get me documents, etc that I might need to complete 6-30-2020.

When I visit the office I also have to help Heather with her questions. For example yesterday I helped her with the Federal payroll quarterly tax return. Next Monday morning I'm coming up for a quick meeting with Heather to help her with the California quarterly tax return. Juli usually does these returns.

So I can always work on my priorities, when I visit Heather needs help.

I very sorry but I have a major tax deadline next Friday so I will not be able to make the board meeting next week I know after 42 tax seasons it will be a hectic week. I would be more than happy to attend future board meetings.

Chris Brown talked yesterday about possibly coming up for the Board meeting and if he does we can meet at our Bishop office so I can show him the accounting records. He also said if he can't make the meeting next week his staff and I can have a zoom meeting.

I'm available to work on the accounting for the whole week of the 18th, which I believe I can wrap up items for Chris for the 6-30-2020 audit.

I also have been going through the last four years of accounting records to complete a fixed asset analysis and summary. The original plants and equipment is so old that the items are fully depreciated. So I needed to go back and compile a list and calculate depreciation on all new fixed assets.

I have also been working on an accounting procedures manual so that the accounting office can have specific procedures for daily operations, I will ask the board to approve any changes at a later date.

I have also looked at the accounting records for 6-30-2021.

As far as 6-30-20 this is what I have been working on and what we need to do to wrap up this year:

- 1. Combining Sage Accounting and BMS accounting software has been a real struggle and I know from my conversation with Chris yesterday he recommended to the board that the District stay with Sage until 6-30-2020, and not convert in the last couple of months of 2020.
- 2. Found that bank reconciliations were not completed for the year 6-30-2020 so need to finish where the accounting staff left off.
- 3. Once I get Sage and BMS in sync then I can finish the accounting adjustments to finish the year.

- 4. When I started I found that none of the auditors adjustments to 6-30-2019 were never made by the District and had to adjust Sage chart of accounts for new accounts added by the auditors and post there entries.
- 5. Reviewed both Sage and BMS accounting transactions for 6-30-2020 and determined what adjustments needed to be made.

That is where I am with the books for 6-30-2020. I could go on with more detail but I think I have said enough.

Please let me know if you have any questions.

Thanks,

Donald Porter CEO, CPA 10-8-2021

Superintendent Board Report September 2021

Daily activities - Monday through Sunday

- Check and Record sewage pump operational hours at 29 lift stations.
- Check and record all water plants, change chlorine canisters and poly as required (June Lake, Snow Creek, Peterson, and Clark water plants)
- Check and record Snow Creek and Clark Diversions (Wednesday's)
- Check and record sewage pump operational hours at Station 1 and Station 2
- Clean sludge beds when needed, inspect percolation ponds.
- Safety Training

Scheduled and Unscheduled activities which occurred during the normal workday.

- Reinstalled the ice baffle on the east brush.
- Clean out the sludge dying bed at the wastewater plant.
- Fixed the lid at Silver Lake main pump station.
- Showed Ken and Jacob how to take samples at the monitoring wells at the Wastewater Plant for quarterly reports.
- Ran temporary water line to June Lake Marina because the water main has a major water leak. Had to shut it down the line because it was draining Snow Creek tank.
- Moved chlorine drums to the water plants for the winter.

On Call Activities for the month

9/29/2021 low tank alarm at Peterson, restarted plant.