

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 AUGUST 10, 2022, 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 not 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 July 2022
ESCB – Checking Balance – \$292,851.99
LAIF – June & July 2022 / Cantella Statements – June 2022
Income Statement Water/Sewer – July 2022
ESCB Credit Card Statements – June 2022

APPROVAL OF MINUTES

Approval of minutes from the Regular Meeting of July 13, 2022.

OLD BUSINESS

1. Approve Operations Agreement for Delivery of Non potable Water with June Mountain Ski Area

NEW BUSINESS -None

DIRECTOR'S/COMMITTEE MEMBER REPORT

ONGOING UPDATE'S

- | | |
|----------------------------------|-------------------------------------|
| 1. Slip Line Project | 6. Main Station 1 Upgrade |
| 2. CalPERS Unfunded-Early Payoff | 7. WWTP Overhaul Update |
| 3. USFS Bathrooms | 8. Possible Well Drilling |
| 4. GIS Project | 9. CPA/Audit update |
| 5. Oh Ridge upgrade | 10. Replacement Board Member update |

O&M SUPERINTENDENT'S REPORT

MANAGER'S REPORT

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.

8/05/2022

CONSENT CALENDAR

ESCB – CHECK REGISTER – JULY 2022

ESCB – CHECKING ACCOUNT BALANCE 5/6/2022 – \$ 252,362.05

A/R PAST DUE APRIL 2022 – \$ 1,839.90

LOCAL AGENCY INVESTMENT FUND SUMMARY- JUNE & JULY 2022

CANTELLA SUMMARY/TRADE CONFIRM – JUNE 2022

INCOME STATEMENT-WATER/SEWER FOR – JULY 2022

ESCB VISA CARD STATEMENTS – JUNE 2022

JUNE LAKE PUBLIC UTILITY DISTRICT
Claims and/or Payroll Checks list
For the Accounting Period: 7/22

Check #	Type	Vendor/Employee/Payee Number	Check Amount	Period	Date	Issues	Notes
-99865	E	CALPERS Unfunded	\$ 10,444.83	7/22	07/27/22		
2574	P	DIRECTOR FEE'S	\$ 91.25	7/22	07/07/22		
2575	P	DIRECTOR FEE'S	\$ 92.35	7/22	07/07/22		
2576	P	DIRECTOR FEE'S	\$ 19.25	7/22	07/07/22		
2577	P	PAYROLL-EMPLOYEE	\$ 1,886.41	7/22	07/07/22		
2578	P	DIRECTOR FEE'S	\$ 91.25	7/22	07/07/22		
2579	SC	SDRMA -Propertie Ins.	\$ 25,957.39	7/22	07/06/22		
2580	SC	SDRMA-Workers Comp	\$ 23,323.70	7/22	07/06/22		
2581	SC	STREAMLINE -Website	\$ 200.00	7/22	07/06/22		
2582	SC	MAMMOTH TIMES -Director Ad	\$ 200.00	7/22	07/06/22		
2583	SC	FRONTIER COMMUNICATIONS -Communications	\$ 929.64	7/22	07/06/22		
2584	SC	PACE ANALYTICAL SERVICES, LLC - Wastewater sam	\$ 263.90	7/22	07/06/22		
2585	SC	JUNE LAKE FIRE PROTECTION DISTRICT-Rent	\$ 443.00	7/22	07/06/22		
2586	SC	USA BLUE BOOK-Supplies	\$ 2,066.80	7/22	07/06/22		
2587	SC	JACOB PASCETTI-Backflow mileage/per diem	\$ 768.75	7/22	07/06/22		
2588	C	HEALTH SDRMA	\$ -	7/22	07/07/22		
2589	P	CHILD SUPPORT CALIFORNIA STATE DISBURS	\$ 184.61	7/22	07/07/22		
2590	SC	IRS -Late charges for January payroll	\$ 345.51	7/22	07/11/22		
2591	P	HEALTH SDRMA	\$ 9,801.48	7/22	07/14/22		
2592	SC	CHANNEL UNION 76 Fuel	\$ 2,106.90	7/22	07/15/22		
2593	SC	AMERIGAS -Utilities	\$ 35.24	7/22	07/15/22		
2594	SC	BRADY INDUSTRIES, LLC -Supplies	\$ 67.79	7/22	07/15/22		
2595	SC	CTR WATER INC -Chief Plant Operator	\$ 2,000.00	7/22	07/15/22		
2596	SC	NORCO SERVICE CENTER-2019 Ford Tires	\$ 1,584.80	7/22	07/15/22		
2597	SC	EMPLOYEE -Vision expense	\$ 220.83	7/22	07/15/22		
2598	SC	HIGH COUNTRY LUMBER-Supplies	\$ 241.46	7/22	07/15/22		
2599	SC	IT MEDIC -Computer support	\$ 243.75	7/22	07/15/22		
2600	SC	SOUTHERN CALIFORNIA EDISON-Utilities	\$ 8,636.90	7/22	07/15/22		
2601	SC	WAGNER & BONSIGNORE -Professional Services	\$ 248.50	7/22	07/15/22		
2602	SC	BEST, BEST & KRIEGER -Professional Services	\$ 2,275.67	7/22	07/15/22		
2603	SC	USA BLUE BOOK-Supplies	\$ 1,681.36	7/22	07/15/22		
2604	P	EMPLOYEE -PAYROLL	\$ 2,045.45	7/22	07/21/22		
2605	P	CHILD SUPPORT CALIFORNIA STATE DISBURS	\$ 184.61	7/22	07/21/22		
2606	P	LOCAL 12 IUOE, LOCAL 12	\$ 132.00	7/22	07/21/22		
2607	SC	VISA-OFFICE JUNE 2022 CHARGES	\$ 5,995.43	7/22	07/18/22		
2608	C	CAL. DEPT. OF HEALTH SERVICE -VOID	\$ -	7/22	07/18/22		
2609	SC	Visa-TK / GM JUNE 2022 CHARGES	\$ 11,560.69	7/22	07/18/22		
2610	SC	JACOB PASCETTI Backflow/hotel/parking	\$ 964.76	7/22	07/21/22		
2611	SC	MAMMOTH COMM. WATER DISTRICT -Water Samples	\$ 436.00	7/22	07/21/22		
2612	SC	MAMMOTH TIMES -Employment Ad	\$ 352.04	7/22	07/21/22		
2613	SC	WEX BANK -Gas/fuel card	\$ 133.01	7/22	07/21/22		
2614	SC	USA BLUE BOOK -Supplies	\$ 444.44	7/22	07/21/22		
2615	SC	UNDERGROUND SERVICE ALERT OF NORTH -2022 Annua	\$ 300.00	7/22	07/21/22		
2616	SC	STANDARD INSURANCE -Ins.	\$ 351.37	7/22	07/22/22		
2617	SC	WATER QUALITY SPECIALISTS -Chief Plant Operatc	\$ 2,572.00	7/22	07/25/22		
2618	SC	EMPLOYEE -Vision expense	\$ 124.00	7/22	07/25/22		
2619	SC	BISHOP WELDING SUPPLY -Supplies	\$ 50.00	7/22	07/25/22		
2620	SC	Filmtec Corp. - Supplies/Service	\$ 6,336.95	7/22	07/29/22		
2621	SC	Dustin Fenstermacher-Work boots	\$ 148.01	7/22	07/29/22		
2622	SC	PACE ANALYTICAL SERVICES, LLC - Water samples	\$ 674.41	7/22	07/29/22		
2623	SC	Cummins Sales & Service-Repair of Generator	\$ 2,756.61	7/22	07/29/22		
-89358	P	CA SDI STATE OF CALIFORNIA EDD	\$ 1,877.09	7/22	07/27/22		
-89359	P	EMPLOYEE-DEDUCTION	\$ 400.00	7/22	07/20/22		
-89360	P	PERS PAYBACK JUNE LAKE PUD	\$ 35.00	7/22	07/20/22		
-89361	P	FIT EFTPS	\$ 2,627.37	7/22	07/21/22		
-89362	P	CALPERS-MISC CALPERS	\$ 3,071.91	7/22	07/21/22		
-89363	P	PAYROLL-EMPLOYEE	\$ 1,401.28	7/22	07/21/22		
-89364	P	PAYROLL-EMPLOYEE	\$ 2,809.59	7/22	07/21/22		
-89365	P	PAYROLL-EMPLOYEE	\$ 1,184.30	7/22	07/21/22		
-89366	P	PAYROLL-EMPLOYEE	\$ 2,539.72	7/22	07/21/22		
-89367	P	PAYROLL-EMPLOYEE	\$ 2,152.89	7/22	07/21/22		
-89368	P	PAYROLL-EMPLOYEE	\$ 1,678.69	7/22	07/21/22		
-89369	P	CALPERS-MISC CALPERS	\$ 2,971.69	7/22	07/14/22		
-89370	P	EMPLOYEE-DEDUCTION	\$ 400.00	7/22	07/07/22		
-89371	P	FIT EFTPS	\$ 2,709.58	7/22	07/14/22		
-89372	P	PAYROLL-EMPLOYEE	\$ 1,555.67	7/22	07/07/22		
-89373	P	PAYROLL-EMPLOYEE	\$ 2,673.81	7/22	07/07/22		
-89374	P	PAYROLL-EMPLOYEE	\$ 1,147.27	7/22	07/07/22		
-89375	P	PAYROLL-EMPLOYEE	\$ 2,594.92	7/22	07/07/22		
-89376	P	PAYROLL-EMPLOYEE	\$ 2,154.30	7/22	07/07/22		
-89377	P	PAYROLL-EMPLOYEE	\$ 1,611.70	7/22	07/07/22		
TOTAL OF ALL			\$ 169,611.88				
PAYROLL			\$ 52,125.44				
PAYABLES			\$ 117,486.44				
TOTAL OF ALL			\$ 169,611.88				

California State Treasurer *Fiona Ma, CPA*



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

August 02, 2022

[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

June 2022 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,532,446.12
Total Withdrawal:	0.00	Ending Balance:	2,532,446.12

California State Treasurer
Fiona Ma, CPA



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

August 02, 2022

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JUNE LAKE PUBLIC UTILITY DISTRICT

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

[Tran Type Definitions](#)

Account Number: 85-26-001

July 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2022	7/15/2022	QRD	1709161	N/A	SYSTEM	4,741.27

Account Summary

Total Deposit:	4,741.27	Beginning Balance:	2,532,446.12
Total Withdrawal:	0.00	Ending Balance:	2,537,187.39

Statement for the Period June 1, 2022 to June 30, 2022

JUNE LAKE PUBLIC UTILITY DISTRICT - Corporation
Account Number: A7T-574244



Account Overview

CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$1,156,977.25	\$737,782.88
Additions and Withdrawals	\$0.00	\$425,000.00
Misc. & Corporate Actions	\$0.00	\$0.00
Income	\$200.86	\$7,693.88
Taxes, Fees and Expenses	\$0.00	\$0.00
Change in Value	(\$7,246.50)	(\$20,545.15)
ENDING VALUE (AS OF 06/30/22)	\$1,149,931.61	\$1,149,931.61
Total Accrued Interest	\$2,762.56	
Ending Value with Accrued Interest	\$1,152,694.17	

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

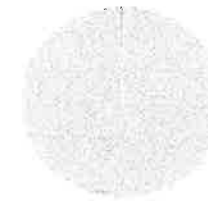
INCOME	Current Period	Year-to-Date
TAXABLE		
Taxable Dividends	\$2.09	\$7.30
Taxable Interest	\$198.77	\$7,686.58
TOTAL TAXABLE	\$200.86	\$7,693.88
TOTAL INCOME	\$200.86	\$7,693.88

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.

REALIZED GAIN (LOSS)	Current Period	Year-to-Date
Short Term Gain	\$0.00	\$0.00
Short Term Loss	\$0.00	\$0.00
Disallowed Short Term Loss	\$0.00	\$0.00
TOTAL SHORT TERM GAIN (LOSS)	\$0.00	\$0.00

ACCOUNT ALLOCATION

Money Markets 0.6%



CDs 99.4%

	Percent	Prior Period	Current Period
Money Markets	0.6 %	\$106,278.65	\$6,468.21
CDs	99.4	\$1,050,698.60	\$1,143,463.40
TOTAL	100.0 %	\$1,156,977.25	\$1,149,931.61

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.

CANTELLA & CO. INC.

MN _CEBMNXQFBGGTGG_BBBBB 20220630

Account carried with National Financial Services LLC, Member
NYSE, SIPC

08/04/22
15:21:22

JUNE LAKE PUBLIC UTILITY DISTRICT
Income Statement
For the Accounting Period: 7 / 22

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Report ID: LB170A

10 SEWER

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
Revenue						
4110	T&A Cur Secured	5,453.16	5,453.16	323,535.00	-318,081.84	2
4120	T&A Cur Unsecured	78.32	78.32	27,062.00	-26,983.68	
4130	Unitary Tax	216.56	216.56	7,319.00	-7,102.44	3
4135	T&A Interest			1,480.00	-1,480.00	
4310	User Service Charge	51,195.37	51,195.37	482,964.00	-431,768.63	11
4330	Delinquent User Chgs	438.09	438.09	5,332.00	-4,893.91	8
4332	Other Serv Chgs	4,307.60	4,307.60	6,895.00	-2,587.40	62
4620	Cell Tower Lease SBA	1,100.00	1,100.00	13,200.00	-12,100.00	8
4702	Local Bene #2			2,830.00	-2,830.00	
4710	Inspection Fees			171.00	-171.00	
4720	Connection Fees			13,890.00	-13,890.00	
4730	Tapping Fee			687.00	-687.00	
4740	Other Oper Revenues			50.00	-50.00	
4800	NON OPERATING REVENUE			344.00	-344.00	
						7
	Total Revenue	62,789.10	62,789.10	885,759.00	-822,969.90	7
Expenses						
5310	Sewer Collection					
110	Salaries	4,204.95	4,204.95	85,207.00	81,002.05	5
210	Supplies	1,632.03	1,632.03	14,000.00	12,367.97	12
310	Contractual Services	2,756.61	2,756.61	200,000.00	197,243.39	1
320	Utilities	2,259.46	2,259.46	21,814.00	19,554.54	10
	Total Account	10,853.05	10,853.05	321,021.00	310,167.95	3
5330	Sewer Treatment					
110	Salaries	3,224.79	3,224.79	55,881.00	52,656.21	6
210	Supplies	1,281.20	1,281.20	20,000.00	18,718.80	6
310	Contractual Services	4,945.33	4,945.33	5,000.00	54.67	99
320	Utilities	3,219.99	3,219.99	39,742.00	36,522.01	8
	Total Account	12,671.31	12,671.31	120,623.00	107,951.69	11
5340	Mosquito					
110	Salaries	563.68	563.68	13,000.00	12,436.32	4
210	Supplies			1,000.00	1,000.00	
310	Contractual Services			1,000.00	1,000.00	
	Total Account	563.68	563.68	15,000.00	14,436.32	4
6100	Administrative and General					
110	Salaries	9,461.02	9,461.02	100,036.00	90,574.98	9
111	Directors Fees	200.00	200.00	3,600.00	3,400.00	6
112	Vac/Hol/SL	1,370.24	1,370.24	34,875.00	33,504.76	4
113	Travel, Meetings & Mileage	47.09	47.09	2,000.00	1,952.91	2
120	PERS Emplr Contribution	1,839.72	1,839.72	32,112.00	30,272.28	6

10 SEWER

Account Object	Description	----- Current Year -----				
		Current Month	Current YTD	Budget	Variance	%
121	CalPers Unfunded Liability	5,222.41	5,222.41	52,800.00	47,577.59	10
130	Health Insurance	4,209.16	4,209.16	42,605.00	38,395.84	10
131	Dental/Vision Insurance	172.42	172.42	1,500.00	1,327.58	11
132	LTD & Life Ins	175.69	175.69	3,000.00	2,824.31	6
140	State Compensation	11,661.85	11,661.85	9,500.00	-2,161.85	123
150	Employer Social Security	12.40	12.40	1,140.00	1,127.60	1
151	Employer Medicare	293.56	293.56	4,500.00	4,206.44	7
220	Gas, Oil & Fuel	94.73	94.73	12,000.00	11,905.27	1
225	Maintenance, Vehicle & Contractual	5,448.46	5,448.46	7,600.00	2,151.54	72
230	Office Utilities			180.00	180.00	
240	Office Expenses	1,818.23	1,818.23	3,370.00	1,551.77	54
250	Communication	667.82	667.82	7,144.00	6,476.18	9
270	Sm Tools & Supplies	1,662.18	1,662.18	2,000.00	337.82	83
310	Contractual Services	360.62	360.62	2,400.00	2,039.38	15
320	Utilities	6.07	6.07	1,124.00	1,117.93	1
330	Publication & Notices			100.00	100.00	
340	Dues, Subsc & Fees	1,630.50	1,630.50	37,684.00	36,053.50	4
350	Professional Svcs	1,383.97	1,383.97	42,000.00	40,616.03	3
360	Gen'l Insurance	12,978.70	12,978.70	12,530.00	-448.70	104
380	Rents & Leases	221.50	221.50	1,800.00	1,578.50	12
	Total Account	60,938.34	60,938.34	417,600.00	356,661.66	15
6310	USFS MAINT					
110	Salaries	1,187.66	1,187.66		-1,187.66	
	Total Account	1,187.66	1,187.66		-1,187.66	
	Total Expenses	86,214.04	86,214.04	874,244.00	788,029.96	10
	Net Income from Operations	-23,424.94	-23,424.94			
	Net Income	-23,424.94	-23,424.94			

20 WATER

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
Revenue						
4110	T&A Cur Secured	5,453.15	5,453.15	323,536.00	-318,082.85	2
4120	T&A Cur Unsecured	78.31	78.31	27,062.00	-26,983.69	
4130	Unitary Tax	216.56	216.56	5,818.00	-5,601.44	4
4135	T&A Interest			689.00	-689.00	
4310	User Service Charge	58,071.07	58,071.07	514,810.00	-456,738.93	11
4315	Water Sales - Other	259.08	259.08	3,178.00	-2,918.92	8
4332	Other Serv Chgs	622.03	622.03	6,160.00	-5,537.97	10
4610	Interest From Investments			3.00	-3.00	
4710	Inspection Fees			174.00	-174.00	
4720	Connection Fees			7,640.00	-7,640.00	
4730	Tapping Fee			1,385.00	-1,385.00	
4750	Fixture Costs			936.00	-936.00	
4800	NON OPERATING REVENUE			19.00	-19.00	
						7
	Total Revenue	64,700.20	64,700.20	891,410.00	-826,709.80	7
Expenses						
5330	Sewer Treatment					
320	Utilities	9.95	9.95		-9.95	
	Total Account	9.95	9.95		-9.95	
5420	Pumping					
320	Utilities	3,170.60	3,170.60	13,880.00	10,709.40	23
	Total Account	3,170.60	3,170.60	13,880.00	10,709.40	23
5430	Water Treatment					
110	Salaries	4,813.70	4,813.70	80,469.00	75,655.30	6
210	Supplies	1,597.28	1,597.28	60,000.00	58,402.72	3
310	Contractual Services	1,076.80	1,076.80	75,000.00	73,923.20	1
320	Utilities			15,371.00	15,371.00	
	Total Account	7,487.78	7,487.78	230,840.00	223,352.22	3
5440	Transmission and Distribution					
110	Salaries	2,910.02	2,910.02	7,502.00	4,591.98	39
210	Supplies	241.46	241.46	30,000.00	29,758.54	1
310	Contractual Services			50,000.00	50,000.00	
	Total Account	3,151.48	3,151.48	87,502.00	84,350.52	4
5450	Meter					
110	Salaries	1,303.52	1,303.52	8,086.00	6,782.48	16
210	Supplies			40,000.00	40,000.00	
	Total Account	1,303.52	1,303.52	48,086.00	46,782.48	3
6100	Administrative and General					

JUNE LAKE PUBLIC UTILITY DISTRICT
Income Statement
For the Accounting Period: 7 / 22

20 WATER

Account Object	Description	----- Current Year -----				%
		Current Month	Current YTD	Budget	Variance	
110	Salaries	9,170.41	9,170.41	95,448.00	86,277.59	10
111	Directors Fees	200.00	200.00	3,600.00	3,400.00	6
112	Vac/Hol/SL	698.76	698.76	34,875.00	34,176.24	2
113	Travel, Meetings & Mileage	1,780.59	1,780.59	2,000.00	219.41	89
120	PERS Emplr Contribution	1,577.23	1,577.23	19,319.00	17,741.77	8
121	CalPers Unfunded Liability	5,222.42	5,222.42	52,800.00	47,577.58	10
130	Health Insurance	4,228.04	4,228.04	42,605.00	38,376.96	10
131	Dental/Vision Insurance	172.41	172.41	1,500.00	1,327.59	11
132	LTD & Life Ins	175.68	175.68	3,007.00	2,831.32	6
140	State Compensation	11,661.85	11,661.85	9,500.00	-2,161.85	123
150	Employer Social Security	12.40	12.40	1.00	-11.40	1240
151	Employer Medicare	277.41	277.41	3,000.00	2,722.59	9
210	Supplies			100.00	100.00	
220	Gas, Oil & Fuel	227.74	227.74	8,939.00	8,711.26	3
225	Maintenance, Vehicle & Contractual	5,448.46	5,448.46	4,600.00	-848.46	118
230	Office Utilities			200.00	200.00	
240	Office Expenses	1,818.21	1,818.21	3,360.00	1,541.79	54
250	Communication	775.69	775.69	7,140.00	6,364.31	11
270	Sm Tools & Supplies	1,662.17	1,662.17	1,260.00	-402.17	132
310	Contractual Services	360.62	360.62	2,800.00	2,439.38	13
320	Utilities	6.07	6.07	1,149.00	1,142.93	1
330	Publication & Notices			100.00	100.00	
340	Dues, Subsc & Fees	1,580.49	1,580.49	26,006.00	24,425.51	6
350	Professional Svcs	1,383.95	1,383.95	19,000.00	17,616.05	7
360	Gen'l Insurance	12,978.69	12,978.69	14,532.00	1,553.31	89
380	Rents & Leases	221.50	221.50	1,800.00	1,578.50	12
	Total Account	61,640.79	61,640.79	358,641.00	297,000.21	17
	Total Expenses	76,764.12	76,764.12	738,949.00	662,184.88	10
	Net Income from Operations	-12,063.92	-12,063.92			
	Net Income	-12,063.92	-12,063.92			



Rewards Bonus Points Available
80,210

Account Summary

Billing Cycle		07/01/2022
Days In Billing Cycle		30
Previous Balance		\$2,388.40
Purchases	+	\$5,995.43
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$2,388.40-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$5,995.43

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$9,004.57
Available Cash	\$1,000.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (800) 883-0131
- Lost or Stolen Card: (800) 883-0131
- Go to MyCardStatement.com
- Write us at PO BOX 31537, TAMPA, FL 33631-3537

Payment Summary

NEW BALANCE	\$5,995.43
MINIMUM PAYMENT	\$5,995.43
PAYMENT DUE DATE	07/26/2022

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
06/02	06/03	PBUS01		USPS PO [REDACTED] JUNE LAKE CA	\$169.20
06/03	06/05	PBUS01		Amazon.com* [REDACTED] Amzn.com/bill WA	\$193.02
06/05	06/06	PBUS01		REMOTEPC [REDACTED] HTTPSWWW.REMO CA	\$39.50
06/06	06/07	PBUS01		VZWRLSS*APOCC VISB [REDACTED] FL	\$428.88
06/08	06/09	PBUS01		Amazon.com [REDACTED] Amzn.com/bill WA	\$133.95
06/09	06/10	PBUS01		UPS*1ZR41ET [REDACTED] GA	\$12.39
06/08	06/10	PBUS01		SAGE SOFTWARE INC [REDACTED] CA	\$2,182.00
06/08	06/10	PBUS01		MAMMOTH BUSINESS ESSENTIA MAMMOTH LAKES CA	\$49.43
06/09	06/10			PAYMENT - THANK YOU	\$2,388.40-
06/12	06/12	PBUS01		APPLE.COM/US [REDACTED] CA	\$763.60
06/12	06/12	PBUS01		APPLE.COM/US [REDACTED] CA	\$18.34
06/12	06/13	PBUS01		UPS*AD [REDACTED] GA	\$14.00
06/11	06/13	PBUS01		STAPLES DIRECT [REDACTED] MA	\$168.10
06/13	06/14	PBUS01		USPS PO [REDACTED] JUNE LAKE CA	\$58.00

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

TCM BANK NA
PO BOX 105666
ATLANTA GA 30348-5666

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
07/01/22	\$5,995.43	\$5,995.43	07/26/22

\$

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



MAKE CHECK PAYABLE TO:



VISA
PO BOX 6818
CAROL STREAM IL 60197-6818



JUNE LAKE PUBLIC UTILITY

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

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Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/15	06/16	PBUS01		BESTBUYCOM BESTBUY MN	\$117.96
06/17	06/19	PBUS01		MSFT * MSBILL.INFO WA	\$64.00
06/18	06/19	PBUS01		AMAZON COM* AMZN AMZN COM/BILL WA	\$94.64
06/21	06/22	PBUS01		AMAZON COM* AMZN AMZN COM/BILL WA	\$184.78
06/21	06/22	PBUS01		AMAZON COM* AMZN AMZN COM/BILL WA	\$159.80
06/22	06/23	PBUS01		AMZN Mktg US* Amzn.com/bill WA	\$433.44
06/24	06/26	PBUS01		BESTBUYCOM BESTBUY MN	\$91.15
06/24	06/26	PBUS01		BESTBUYCOM BESTBUY MN	\$300.27
06/25	06/26	PBUS01		APPLE.COM/US CA	\$56.84
06/26	06/27	PBUS01		APPLE.COM/US CA	\$52.55
06/27	06/28	PBUS01		ZOOM.US WWW.ZOOM.US CA	\$14.99
06/27	06/28	PBUS01		USPS PO JUNE LAKE CA	\$7.38
06/28	06/29	PBUS01		ADOBE ACROPRO SUBS CA	\$14.99
06/28	06/29	PBUS01		BESTBUYCOM BESTBUY MN	\$107.24
06/28	06/29	PBUS01		Adobe Inc CA	\$14.99
06/30	06/30	PBUS01		PROMETRIC *EXAM FEE MD	\$50.00

cRewards Bonus Points Information as of 06/30/2022

Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
74,265	5,945	0	0	80,210

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01 001	PURCHASE	G	\$0.00	1.89500%(M)	22.7400%(V)	\$0.00	\$0.00	0.0000%	\$5,995.43
Cash									
CBUS01 001	CASH	A	\$0.00	2.14500%(M)	25.7400%(V)	\$0.00	\$0.00	0.0000%	\$0.00

* Periodic Rate (M)=Monthly (D)=Daily

** includes cash advance and foreign currency fees

Days In Billing Cycle: 30

APR = Annual Percentage Rate

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.



Rewards Bonus Points Available 12,400

Account Summary

Billing Cycle		07/01/2022
Days In Billing Cycle		30
Previous Balance		\$588.99
Purchases	+	\$11,664.21
Cash	+	\$0.00
Balance Transfers	+	\$0.00
Special	+	\$0.00
Credits	-	\$103.52-
Payments	-	\$588.99-
Other Charges	+	\$0.00
Finance Charges	+	\$0.00

NEW BALANCE \$11,560.69

Credit Summary

Total Credit Line	\$15,000.00
Available Credit Line	\$3,439.31
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries

- Call us at: (800) 883-0131
Lost or Stolen Card: (800) 883-0131
- Go to MyCardStatement.com
- Write us at PO BOX 31537, TAMPA, FL 33631-3537

Payment Summary

NEW BALANCE	\$11,560.69
MINIMUM PAYMENT	\$11,560.69
PAYMENT DUE DATE	07/26/2022

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
06/04	06/06	PBUS01		THE HOME DEPOT 3312 CARSON CITY NV	\$433.44
06/04	06/06	PBUS01		ARCO RENO NV	\$66.68
06/04	06/06	PBUS01		SONNEYS BBQ SHACK GARDNERVILLE NV	\$94.17
06/07	06/08	PBUS01		COSTCO WHSE CARSON CITY NV	\$41.15
06/07	06/08	PBUS01		GOLDEN GATE - GARDNERVIL GARDNERVILLE NV	\$122.78
06/07	06/08	PBUS01		BEST BUY MHT CARSON CITY NV	\$1,605.93
06/07	06/08	PBUS01		SCHEELS RENO SPARKS SPARKS NV	\$128.50
06/09	06/09	PBUS01		eBay 408-3766151 CA	\$19.31
06/09	06/09	PBUS01		eBay San Jose CA	\$13.94
06/09	06/09	PBUS01		eBay 408-3766151 CA	\$25.74
06/09	06/09	PBUS01		eBay 408-3766151 CA	\$29.01
06/09	06/10	PBUS01		IDEAL MRO SURPLUS NOW 313-849-0000 MI	\$54.78
06/09	06/10	PBUS01		CREDIT VOUCHER	\$4.19-
				eBay 408-3766151 CA	

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

TCM BANK NA
 PO BOX 105666
 ATLANTA GA 30348-5666

Account Number
 #### #### ####

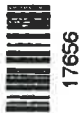
Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
07/01/22	\$11,560.69	\$11,560.69	07/26/22

\$

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



MAKE CHECK PAYABLE TO:



VISA
 PO BOX 6818
 CAROL STREAM IL 60197-6818



JUNE LAKE PUBLIC UTILITY

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

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Cardholder Account Summary Continued

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
06/11	06/12	PBUS01		eBay 408-3766151 CA	\$99.33
06/09	06/12	PBUS01		MICHAEL HOHL MOTOR COMPAN CARSON CITY NV	\$7,205.22
06/13	06/13			CREDIT VOUCHER	\$99.33-
06/13	06/14	PBUS01		eBay 408-3766151 CA	
06/16	06/16	PBUS01		THE MOTOR CONTROL CENTER 412-3316555 PA	\$476.56
06/16	06/16	PBUS01		eBay 408-3766151 CA	\$96.66
06/16	06/16	PBUS01		eBay 408-3766151 CA	\$1,033.07
06/19	06/20	PBUS01		SP LAIRD SUPERFOOD LAIRDSUPERFOO OR	\$117.94
06/17	06/20			PAYMENT - THANK YOU	\$588.99-

cRewards Bonus Points Information as of 06/30/2022

cRewards	Beginning Balance	Points Earned	Points Adjusted	Points Redeemed	Ending Balance
	838	11,562	0	0	12,400

Finance Charge Summary / Plan Level Information

Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchases									
PBUS01 001	PURCHASE	G	\$0.00	1.89500%(M)	22.7400%(V)	\$0.00	\$0.00	0.0000%	\$11,560.69
Cash									
CBUS01 001	CASH	A	\$0.00	2.14500%(M)	25.7400%(V)	\$0.00	\$0.00	0.0000%	\$0.00

* Periodic Rate (M)=Monthly (D)=Daily

** includes cash advance and foreign currency fees

Days In Billing Cycle: 30

APR = Annual Percentage Rate

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 UTILITY DISTRICT

President Hallum called the regular meeting of July 13, 2022, of the Board of Directors of the June Lake Public Utility District (JLPUD) to order at 5:30P.M.

Pledge of Allegiance

A. ROLL CALL

Directors Present: Hallum, Minich, Hunt, Walsh

Director by Phone:

Directors absent:

Staff Present: General Manager Kidwell (via phone), Superintendent Morris (via phone), Secretary Baldwin

B. Additions to Agenda

Director Hunt asked why the emails on the District's website are all the info@. Manager Kidwell Explained it is for security reasons. Director Hunt also asked if Manager Kidwell received the email request for electrical power at the Gull Lake Park. Manager Kidwell did receive the email request.

C. PUBLIC COMMENT

Evan Haines property owner in June Lake, was present to discuss his development fees. Manager Kidwell set up a time to meet with Mr. Haines and go over his project and development fees.

Supervisor Bob Gardner was present per the request of the PUD Board. The BOD asked Supervisor Gardner about proper notification for road construction/repairs in June Lake. The BOD stated that road construction/repairs gets scheduled in June Lake and the PUD is not notified of the work and our manholes and valve cans get covered up. Supervisor Gardner will investigate the notification process.

D. CONSENT CALENDAR

Board action: to accept Consent Calendar, as written.

Motion by: Director Hunt

Seconded by: Director Minich

Motion: passed unanimously

E. APPROVAL OF MINUTES

1. Board action: to approve Regular Minutes from June 15, 2022.

Motion by: Director Hunt

Seconded by: Director Minich

Motion: passed

F. OLD BUSINESS

1. Update on CTR Grade 3-Manager Kidwell stated the district is now using CTR to remain compliant with our grade 3 chief plant operator. This will be a significant savings for the district.

2. Wastewater Plant Rehabilitation Update – Manager Kidwell stated he is still working to secure money or grants for this project.

Manager Kidwell has a meeting with engineers next month regarding well locations. There are a lot of boulders and core tests to go over with the engineers. President Hallum would like this to be on the agenda for August 2022 meeting.

G. NEW BUSINESS

1. Board action: to approve the proposed 2022/2023 O&M Budget

Motion by: Director Minich

Seconded by: Direct Hunt

Motion: Unanimous

President Hallum would like the CalPERS Unfunded Liability to remain on the agenda moving forward for continued discussions.

H. DIRECTOR'S/COMMITTEE REPORT

Finance Committee met regarding the 2022/2023 budge. Committee members are Director Hallum and Director Walsh. They were very pleased with GM Kidwell's work and planning for the budget and happy with budget numbers as presented.

Treasurer: no report

Personnel Committee: no report

I. O&M SUPERINTENDENT REPORT

In the packets are three (3) project outlines for GIS Mapping, JLWTP software upgrade and JL scales for water treatment. Superintendent Morris started discussion with the GIS mapping project. Director Hunt asked about the security of the map data. Superintendent Morris stated the operational changes will be behind a firewall. This should be very secure. The question was asked if these projects were in the budget, Superintendent Morris said that they were in the budget.

1. Budgeted main projects for GIS. We have three (3) quotes and I recommend using Dudek to start this project.
2. Budgeted main project for JLWTP software upgrade; software and hardware upgrade to the JLWTP.
3. Budgeted Main Project: Scales, Analyzers, and chem pumps. Upgrades to measurement components and chemical handling.
4. Budgeted Main Project: meter replacement program. We have received the quote and timeline for the 1st year of the program. This will be roughly 760 meters ¾" to 1". We are working on generating lists to determine the most needed as top priority.
5. Completed the leak at the Tiger Bar lot.

6. Completed asphalt restoration at Oh Ridge campground and Tiger Bar.
7. Fully integrated digital forms for all reporting and logging of sites. Continue to integrate office for better and more efficient communication and data sharing with field including access to shared file systems and photo/video documenting.
8. Selected candidate for open position.
9. Started mosquito abatement and conducting ongoing work related.
10. Started cleaning and organizing all stations. As part of reorganizing we are securing and more efficiently dispersing inventory.

J. MANAGER REPORT

1. Met with CPA, had a productive meeting. Went over preferred processes and discussed possible changes moving forward. Set another ½ day meeting for July. Requested and received list of expected work that Don Porter will be working on this quarter.
2. Worked with auditor to help with finalizing the audit for 2020.
3. Conducted new hire interviews
4. Pursued grant funding with Inyo County IRWM and are in the top 10 for \$205,000 grant funding (generator/transfer switches).
5. Worked with BB&K and June Mountain on the new usage contract. June Mountain is having the new contract looked over and approved by their legal department.
6. Worked with BB&K on new hire.
7. Worked with AECOM on projects. Working on Oh Ridge and arranged meeting in July to discuss Main Station 1 rehab.

**K. Closed open session at 6:08 pm the Board called an Executive Session (Director Hunt, Director Minich) for:
Public Employment
Pursuant to Government Code Section 54957
Position: Board of Directors**

L. Opened Executive Session at 6:10 P.M.(Director Minich /Director Hunt).

M. Closed Executive Session at 6:21 P.M. (Director Hunt/Director Minich).

N. Opened Public Session at 6:22 P.M. (Director Hunt/Director Minich).

O. EXECUTIVE SESSION REPORT:

Discussion Only

Next regular meeting on August 10, 2022, at the District offices

P. ADJOURNMENT

There being no further business, it was motioned, seconded, and unanimously passed to adjourn at 6:25 P.M. (Director Hunt/Director Minich).

Respectfully Submitted,

Juli Baldwin
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 Delaware limited liability company (“**MMSA**”) as of November 1, 2022 (“**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.
- B. MMSA has requested that District provide surplus nonpotable water to MMSA for the sole purpose of snow making on the lower slopes of the June Mountain Ski Area through the District’s Twin Creek Springs Diversion (“**Diversion**”). The District shall deliver water to MMSA at the pump house (“**Pumphouse**” or “**Delivery Point**”).
- 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, ~~2024~~2032. 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

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 Pumphouse 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, 2023. The District will send an invoice to MMSA showing the final amount of water delivered during each period and the total amount due. MMSA shall pay the District the amount of the invoice within thirty (30) days of receipt. In the event that 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 this Agreement.

4.2. Maximum Delivery. MMSA shall be limited to a maximum of two (2) million gallons of water per contract year (November 1 through the following October 31) during the term of this Agreement. If mutually agreed upon by the Parties in writing, this maximum annual water allowance may be increased.

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. If mutually agreed upon by the Parties in writing, this maximum flow may be increased.

4.4. Limited Purpose. 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. Coordination. MMSA personnel will contact the District's General Manager 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. Certified Operator. MMSA will maintain a California State certified Water Treatment or Water Distribution Operator as the person in charge of the operations of the June Mountain Pumphouse and associated raw water distribution system from the Diversion to the June Mountain Pumphouse.

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 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 temporarily suspended in the event that 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 the District. Such damage or destruction may include, without limitation, damage caused by water hammer or negative pressure from MMSA's Pumphouse 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. Compliance with Applicable Law. 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 Lake 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. Scope of Agreement. 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. Binding Effect; Assignment. All of 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. Severability. 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 hereto 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 93546
Attn: June Mountain Ski Area, General Manager

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. Section Headings. 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.

8.11. Non-Waiver. No waiver by any Party of any default in performance on the part of the other 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 of 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

JUNE LAKE PUBLIC UTILITY DISTRICT,
a California Public Utility District

Date: _____

By: _____

Name: Jerry Hallum

Its: President of the Board of Directors

JUNE LAKE PUBLIC UTILITY DISTRICT,
a California Public Utility District

Date: _____

By: _____

Name: Heather Morgan

Its: Secretary/Clerk

MMSA

MAMMOTH MOUNTAIN SKI AREA, LLC,
a California Limited Liability Company

Date: _____

By: _____

Name: Ron Cohen,

Its: President and COO

EXHIBIT A

STANDARD OPERATING PROCEDURES

SYSTEM START-UP / SHUT-DOWN

Normal Startup Procedure Daily

1. Communicate intent to run system with the District's designated representative, including planned date and time of use. Start of running system shall be subject to District's reasonable approval.
2. Record / log flowmeter reading by photograph prior to first use of Snow Season. (The period of time between MMSA's first and last receipt of water during a contract year shall be known as the "Snow Season.")
3. Check all connections between snowmaking Pumphouse and guns and ensure all valves in Pumphouse are closed.
4. Monitor flowmeter during each step. Flow must not exceed 100 GPM at any time.
5. Open valve on District service approximately 10%, wait for sound of water to stop, then slowly open valve fully. Mechanical pressure gage should read 100 PSI+.
6. Open valve on pump suction side approximately 10%, wait for sound of water to stop, then slowly open valve fully.
7. Open air bleed port on top of pump to bleed air from pump, close after you receive a continuous stream of water for at least 30 seconds.
8. Open valve on pump discharge approximately 10%, wait for sound of water to stop, then slowly open valve fully. Water should flow from snowmaking guns indicating all air has been purged from system.
9. Start pump by turning variable frequency drive ("VFD") hand/off/auto ("HOA") selector switch to *Auto*. VFD will ramp pump up to preset pressure for snowmaking gun configuration. The pressure indicator dial ("PID") will take approximately 14 minutes to reach 400 PSI.
10. Ensure flow rate is no more than 100 GPM by timing the flowmeter. (Each revolution of the small dial is equal to 100 gallons, this dial should move at approximately the same speed as the second hand on a watch. The meter increments by 1 for every 100 gallons.)

Shutdown Procedure

1. Communicate intent to shut down system with the District's designated representative, including planned date and time for ending use. Date and time for shutting down system shall be subject to District's reasonable approval.
2. Stop pump by turning VFD HOA selector switch to *Off*. The VFD will slowly ramp down until the pump shuts off completely.
3. Once the pump has stopped completely, slowly close the valve on the pump discharge. (Should take approximately 10 seconds to close valve fully).
4. Slowly close remaining valves in Pumphouse.
5. Record / log flowmeter reading by photograph following last use of Snow Season.
6. Disconnect and drain all hoses to prevent freezing.

Superintendent Board Report

August 2022

- 1- Main Project Update: GIS. We have selected Dudek Engineering to start this project. They are expected to be out the last week of August to begin.
- 2- Main Project Update: June Lake WTP. We have contracted Dupont to upgrade the system that controls JLWTP. This upgrade will include system enhancements and new hardware. This is expected to begin within the next few weeks.
- 3- Main Project: Scales, Analyzers, and chem pumps. We have the scales on order and once installed, we will move forward with the chemical pump installation and routing.
- 4- Main Project: Meter Replacement Program. We are working to compile historical data to determine where to move forward with meter replacement We are evaluating cost / benefit on smaller meters compared to commercial.
- 5- Completed the leak @ Tiger Bar lot.
- 6- Completed Asphalt restoration at Oh Ridge campground and Tiger Bar.
- 7- Fully integrated digital forms for all reporting and logging of sites. Continue to integrate office for better and more efficient communication and data sharing with field including access to shared file systems and photo / video documenting.
- 8- Selected candidate for open position. Dustin has started and is performing well. He is a fast learner and engaging.
- 9- Started mosquito abatement and conducting ongoing work.
- 10- Spoke with Aaron at Forest Service Engineering about the disconnection of bathrooms in the campgrounds. It was stated that the water service will continue to be supplied and that all sanitary connections are being cut and capped before the main lines. This is a standard practice. The Forest Service agreed to notify our office (myself directly) prior to any future disconnects or demolitions so that we can observe the work and verify proper completion.

Managers Report 8-10-22

- 1) Conferenced with Wagner & Bonsignore Engineering, and Environmental to re-visit the Fern Creek Diversion request with the state. There was a request to the state to reduce the diversion overflow from 200 gpm to 25 gpm. 25 gpm is more realistic. And that required us monitoring the diversion flow over Fern Creek. This was not followed through on. I have everyone reengaged on this project so that we get the request finalized by the state to adjust this overflow expectation down from 200 gpm to 25 gpm.
- 2) Submitted Work Plan, Budget and Schedule draft to IRWMP/ECWA for grant funding of the Transfer Station/Generator project. The ETA on the funding will be 4th quarter of 2023. Will continue moving forward on this project.
- 3) Finalized the June Mountain Non Potable Water Agreement.
- 4) Met with Engineer and Contractor to visit our Oh Ridge and Main Station 1 & 2 to discuss plans to address issues with these locations.
- 5) Worked with Hydrologist to bring Fern Creek monitoring back online to continue to collect data and to discuss saving money by hosting our own data storage on our cloud rather than their server for this project.
- 6) Conferenced Hydrologist to discuss Geotech work necessary to begin looking into drilling a well(s) for having the option of using groundwater in addition to our surface water system(s). We are moving forward with this. To be better prepared for drought conditions etc..
- 7) Submitted our Local Benefits Ordinance to BB&K Law to review to make sure we are in compliance with Prop 218, Prop 26 and other applicable requirements.
- 8) Met with Aqua Sierra Controls and Superintendent Morris to go over SCADA programming (delete old users), and to look at options to update data transmission for alarming and monitoring systems.
- 9) Conferenced with CPA and Audit firm. Assurance was made that our Financial Transaction Report would be filed with the state by the deadline 08-12-22.