

COPY

Jan. 10, 1981

To: June Lake Board of Directors  
June Lake Public Utilities Dept.

PUBLIC UTILITY DISTRICT

JAN 21 1981

JUNE LAKE

Dear Sirs,

As you know, Grant Lake has no Edison Power. If we did we might produce 5,000 gallons of sewage, as it is on average is 2,000 gallons or less. Our commercial business was down in 1980, yet our sewer costs are way up. If June Lake doubled in size, we could not pay the sewer bill at this rate of increase.

As we are not in the sewer district we do not have much option on this increase.

We would appreciate any

consideration on your part.

Sincerely,

Glenn Barrus

It was also suggested by David Holzman that the District contact Bridgeport, Lee Vining, Mammoth Lakes and possibly Bishop to see if they are interested in this project and if they would be willing to share the cost of obtaining the license for the Rush Creek Hydroelectric Plant. It was moved, seconded (Jenkins, Leuschner) and passed to have Dick Anderson sign and mail the "Intent to File Application" as legal representative of the June Lake PUD District.

MANAGER'S REPORT:

Manager Steve informed the Board that Lahontan had been up the latter part of last week to tour our facilities again. Lahontan seemed quite pleased with the progress we are making on upgrading our system and our maintenance program.

The District had another force main sewer break on the other side of Rush Creek. Pictures were taken of the whole repair project and sent to Boyle Engineering along with the section of pipe that cracked. The Engineers should be getting back with us shortly explaining why this is happening and how we can remedy the situation.

Dick Anderson is drawing up written agreements between Grant Lake, Pine Cliff Trailer Park, Inc. and the District in regards to the 25 year verbal contracts we now have with these resorts.

The District received a notice from the Dept of Water Resources Division of Water Rights for our .4 CFS additional allotment of water out of Snow Creek and June Lake. This is posted at a couple of places in town. There are some other requirements we need to fulfill before this is finalized. The main thing is water conservation; we are initiating a school program, also a retrofit program for water saving devices. The other thing was a water leak detection but we should be able to get around that by listing the improvements we intend to make on our existing system.

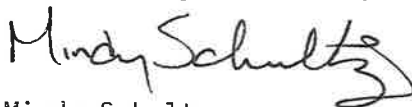
Manager Steve updated the status on the delinquent account of the Casey Bowlan account. They are still delinquent for the month of July.

Consulting Engineer Andy Boyd brought up one interesting piece of information. Andy and Steve attended a public hearing on Monday Evening having to do with the drainage problem here in the Village. The one thing that Steve expressed at the meeting was for the County and the PUD to work together on making improvements. The PUD would like to make their water improvement as the County is solving the drainage problem in the Village Meadow area. Andy Boyd said that he thought it was in the best interest of the District to pursue the County on this matter.

ADJOURNMENT:

There being no further business, it was moved, seconded and passed (Leuschner, Jenkins) to adjourn at 9:45 p.m.

Respectfully submitted,



Mindy Schultz  
Clerk to the Board

\*\* Please note that on all motions carried and passed Chairman Bean stepped down from her chair and voted.

COPY

The license does not expire until 1986 so FERC will probably be in no hurry to award the license. We have to have the application in by December 13, 1982 but it will be at least 9 to 12 months before a decision is made. Dwight feels the District has a very good shot at this license and if awarded the license an excellent addition to the District.

Dave Holzman stated that he thought Dwight Schroeders report is exceptional.

OLD BUSINESS:

There is no further news on our application for unappropriated water. Steve is staying in contact with the Division of Water Rights in regards to this matter.

June Lake Trailer Park paid \$2000.00 which brought their sewer and water service account current.

Mindy has been calling truck dealerships in Bishop, Reno and Los Angeles asking for truck prices to be sent to us in writing.

Chairman Bean inquired about the three items left on our request to repair list from Lahontan. Steve said everything had been done except for securing a light bulb at one of our light alarm pumps which has been back ordered for some time.

MANAGERS REPORT:

Gary Jones from Silver Lake Resort approached Steve and asked if he could be allowed to connect to the sewer system before paying the sewer connection charges. Steve feels this should be a board decision but feels Gary should pay before connecting to the sewer. A motion was made, seconded (Jenkins, Leuschner) and passed to not allow Silver Lake Resort to connect to the sewer until all connection charges are paid. Steve was then directed to inform Mr. Gary Jones of this decision.

Steve has been working up the operation and maintenance charges for the year for the accounts we have outside the District. Steve has run into some problems as to how it has been done in the past and what is stated in the ordinances. It was decided to have Steve put together a presentation in regards to this problem for the Board Meeting in December.

Mindy and Steve are discovering that there are some residences that are not on the sewer and/or water service billings. The county is sending up a printout of all properties in June Lake noting any improvements to the property so we can compare it to our billing lists. Also, in regards to Interlaken, we have just been billing for condos that have sold but our ordinances say that we should start billing when the lateral is brought to the property line. It was decided that we should start billing all 38 condo units at Interlaken for sewer and water services.

Steve also had Mindy put together a sheet

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

COPY

The Regular Meeting of December 8, 1982 of the Board of Directors of the June Lake Public Utility District was called to order by Chairman Bean at 7:37 p.m. in the offices of the District.

ROLL CALL:

Directors Present: Chairman Bean, Directors Sells, and Oldfield.

Directors Absent: None.

Directors Tardy: Directors Jenkins and Leuschner.

Staff Present: Manager Frederickson, Clerk Schultz.

Guests Present: None.

CONSENT CALENDAR:

It was moved, seconded (Sells, Oldfield) and passed to accept the Consent Calendar as written.

AUDIT REPORT:

The Auditor, Mr. Michael Holland was not present.

ELECTION OF OFFICERS:

Nomination of Chairman. Director Sells made a motion to re-elect Betty Bean as Chairman, seconded by Jenkins and passed unanimously to have Chairman Bean remain as Chairman for another year. Nomination for Vice-Chairman. It was moved, seconded (Sells, Oldfield) and passed to elect Director Jenkins as Vice-Chairman. Nomination for Secretary. It was moved, seconded (Sells, Oldfield) and passed to elect Director Leuschner as Secretary. Summary of election; Betty Bean, Chairman; Bill Jenkins Vice-Chairman; and R.K. Leuschner as Secretary.

O&M - OUTSIDE OF DISTRICT:

Steve started to go through the Ordinances to see what they contained on charging O&M costs to properties outside the District. First thing that had to be established was the Districts Boundaries. Steve discovered that Frontier Pack Station and Silver Lake Resort are in District boundaries so there are only four properties outside District boundaries. They are June Lake Arco Station, Pine Cliff Trailer Park, Grant Lake Marina and the USFS. Steve came up with three different methods to compute O&M charges; (1) flat rate method (which is how everyone within the District boundaries are charged) (2) formula method based on Ordinance 76-1; (3) metered method. Steve went on to explain each method and did state that in the ordinance it says that no properties outside the District shall pay any less for O&M costs than properties within the District boundaries. Steve suggested to the Board and they agreed that for this year we should use the formula method (based on Ordinance 76-1) but will make sure it works out to be at least equal to the flat rate method. Then when we have contracts established with these properties outside the District and our Ordinances revised to establish O&M costs we should be all set to calculate fair O&M costs to properties outside the District boundaries.

OLD BUSINESS:

A tax roll list of properties within the June Lake PUD boundaries was received from the County and Mindy is comparing it to her monthly user service listing to make sure that everyone who is connected to water and/or sewer are paying for this service.

It was moved, seconded (Sells, Leuschner) and passed to have Dwight Schroeder, Richard T. Anderson, Steve Frederickson and Betty Bean acting as agents for the June Lake PUD on the application submitted to FERC for the licensing of the Rush Creek Hydroelectric Plant.

MANAGER'S REPORT (continued):

When Steve was at the County Assessor's Office ! looking into the District's Boundaries he also talked to Myron Schlaegel, County Auditor about our tax rate for the District. Steve is concerned about the 30%-70% split we use for our sewer and water budget. Steve thinks we should check the secured and unsecured tax rolls and make sure that all revenues derived from property taxes outside the District Water Boundaries are deposited for use in sewer accounts only. Mindy is going to work on this and see if she can come up with some figures to justify the split.

Steve informed the board on the progress being made with the Division of Water Rights on our application for the additional 0.4 cfs. LADWP retracted their statement on the fact that the additional water we are requesting is unreasonable. But they are going to stick with their arguments in regards to the Mono Lake Litigation. LADWP claims they are Senior water rights holder and the June Lake PUD is a junior water rights holder and junior water rights holder have to give up their water first. Steve feels our application should still be approved.

The District still has not received the payment from Pine Cliff Trailer Park that was due November 29, 1982. It was originally due on August 29, 1982 but we gave them a ninety day extension. Steve has been in contact with Pine Cliff and was told that the owner was in Los Angeles to secure the money to pay this bill. The Board said we would hold off making any decision on this account to see if the owner is sincere in stating that the money is coming.

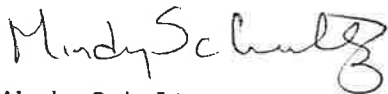
EXECUTIVE SESSION:

The Board of Directors of the June Lake Public Utility District went into executive session at 9:12 p.m. Executive Session adjourned at 9:26 p.m.

ADJOURNMENT:

There being no further business, it was moved, seconded (Oldfield, Sells) and passed to adjourn at 9:27 p.m.

Respectfully submitted,



Mindy Schultz  
Clerk to the Board

Section 8. Connection Charges for Properties Outside of the District Boundaries. All properties which are located outside of the boundaries of the June Lake Public Utility District and which request connection to the public sewerage facilities of the District shall be subject to the following connection charges:

- (1) The total connection charges as determined in Section 6 herein.
- (2) An annual operation and maintenance charge which shall be determined by the proportion of the peak sewage flow of the subject property to the total peak sewage flow of the District multiplied by the total annual operation and maintenance budget of the District for the given year.

In no case shall the connection charges and operation and maintenance charges described above be less than that charged by the District for connection of properties within the boundaries of the June Lake Public Utility District.

All requests for connection to District sewerage facilities for properties outside of the District boundaries shall be subject to a special investigation by the District Manager. The special investigation shall be summarized in a written report which shall be submitted to the Board of Directors of the District and shall contain the following information:

- (1) A statement indicating whether or not the connection of the subject property will affect the capacity of the District's sewerage facilities to serve all existing or proposed areas within the boundaries of the June Lake Public Utility District.
- (2) A summary of additional facilities or expansion of existing District facilities required by the connection of the subject property and the costs associated therewith, if any.
- (3) A recommendation as to whether or not it is in the District's best interests to require formal annexation of the subject property to the District.

Any and all costs associated with the improvement and expansion of District facilities required to provide sewer service to properties outside of the District boundaries shall be borne by the subject properties.

If the District finds that it is in its best interest to do so, the District may arrange for the payment of connection charges for properties outside of the District boundaries in annual installments with an interest rate to be determined by the Board of Directors. Similarly, the District may also arrange for outside sewer service on an annual contractual basis. In no event, however, shall the equivalent annual cost of such arrangements be less than the equivalent annual cost of the cash payment of the aggregate total of sewer connection charges and operation and maintenance charges.

COPY

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

The Regular Meeting of December 14, 1983 of the Board of Directors of the June Lake Public Utility District was called to order by Chairman Bean at 7:02 p.m. in the offices of the District.

ROLL CALL:

Directors Present: Chairman Bean, Directors Cross, Jenkins, and Oldfield.

Directors Absent: Leuschner

Staff Present: Manager Frederickson, Clerk Schultz

Guests Present: Kevin Alred from the firm of Michael Holland, C.P.A.

CONSENT CALENDAR:

It was moved, seconded, (Jenkins, Cross) and passed to accept the Consent Calendar as written.

AUDIT REPORT:

Kevin Alred is present to answer any questions the Board or staff may have in regards to the audit report. Mr. Alred stated that as far as the District books are concerned everything is in order and the District is financially in good shape. One suggestion was that the District purchase a fidelity bond for the person or persons who handle District monies if they have not already done so.

ELECTION OF OFFICERS:

It was moved, seconded, (Jenkins, Oldfield) and passed to keep the officers for 1984 the same as 1983. The offices are Chairman-Betty Bean; Vice Chairman-Bill Jenkins and Secretary-Ron Leuschner. (Vote was unanimous)

OUTSIDE DISTRICT BILLINGS:

There are three customers the District services which are outside of the District boundary. These are Pine Cliff, June Lake Junction, and Grant Lake Marina. Steve and Mindy are in the process of billing these outside customers for summer season 1983 and are wondering if these customers are paying there fair share of operation and maintenance in relationship to what customers within the District pay. There is no tax allocation money from customers outside the district boundary nor do they pay on the 1973 G.O. sewer bond. After much discussion it was decided to bill the outside district customers the same as we have been doing. And when we do the rate study if the procedures for billing need to be adjusted we will implement it then.

OLD BUSINESS:

Bob Dore paid his connection fee on November 14, 1983 in full.

Since we are not going to renew our membership with ACWA for 1984, Steve and Mindy have been receiving bids on other employee benefits (health insurance, dental, LTD. life, AD&D and state compensation). All employee benefits will expire as of 1/31/84. What Steve and Mindy would like to do is find comparable benefits for the employees at the same cost. Additional information will be presented at the January board meeting.

NEW BUSINESS:

Mindy would like to change our District checking account to an IMA - Business checking account. Which means if we keep a balance of \$2500 or more in the account we can write as many checks as we want, make as many deposits as we want and draw approximately 7-1/2% on the daily balance. It was unanimously agreed upon to make the transfer.





# GRANT LAKE MARINA

BOX 19, STAR ROUTE NO. 3  
POST OFFICE JUNE LAKE, CALIFORNIA 93529

March 12, 1984

COPY



June Lake P.U.D.  
June lake, Ca. 93529

Dear Mr. Frederickson,

I am enclosing two checks. One for \$1422.03 which covers the annual Sewer Connection Charge. One for \$ 856.70 which leaves a balance of \$ 700.00 on the Operation and Maintenance. I am requesting an extension for the balance due. I should have that paid in April. Neither of these bills were presented for payment during our open season and I completely forgot about them. If I had received at least one of them during our operating season, I could have taken care of it then. It was a slow year due to the opening. All extra monies were put back into Grant Lake in the form of improvements. We do not keep a reserve as we do not depend on our earnings here for the winter. Ordinarily we would have enough income from this other source to meet the sewer obligation. However, this winter this other money has been slow coming to us. This has left us in a financial bind. In fact, most of the winter we have been in Southern California trying to resolve this problem. The checks I have included were made possible by a check I received just prior to our return here. I have been promised another check at the first of April. As soon as I receive that check, I will be able to pay the \$ 700.00 balance.

When I spoke to you on the phone today, you said that the board was considering billing seasonal operations by the month for the months of operation. This sounds like an excellent way for us. I am sure it would be much easier to pay six payments instead of large one.

Thank you for your consideration and help in this matter.

Sincerely,

Veta L. Ihnen

PUBLIC UTILITY DISTRICT  
REC'D ... 3 ...  
JUNE LAKE

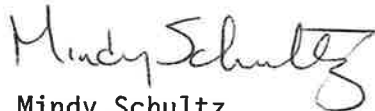
NEW BUSINESS:

The District received a letter and a check from Grant Lake Marina. They paid all but \$712.00 of the operation and maintenance charges, and their yearly connection fee. The board agreed to grant the marina an extension in the same manner as the District treated Pine Cliff Trailer Park, Inc. Steve was directed to write the Grant Lake Marina informing them of the terms and conditions.

ADJOURNMENT:

There being no further business, it was moved, seconded, (Leuschner, Jenkins) and passed to adjourn at 8:22 p.m.

Respectfully submitted,



Mindy Schultz  
Clerk to the Board

August 9, 1985

TO: JLPUD Board Member

FROM: Steven W. Frederickson  
General Manager

RE: 70% Winter Standby charge proposed for Silver Lake Resort, Pine Cliff Trailer Park, Grant Lake Marina, Frontier Pack Station, and USFS.

As you know we have invited the owners of the above mentioned businesses to the 8/14/85 board meeting to discuss the proposed assessment of a 70% winter standby charge.

I feel we should all understand the basis for this charge and be knowledgeable as to how both in theory and numerically it was derived.

As it's been a while since we have reviewed this particular topic it might be beneficial for you to review the rate study and the information Mindy and I have included in the board packet. (Please bring all pertinent information with you.)

Should you have any questions or feel unsure as to your ability to defend this new policy feel free to give me a call. I will be glad to meet with you and will try to clarify any points you feel unsure of.



JUNE LAKE PUBLIC UTILITY DISTRICT  
P.O. BOX 99  
JUNE LAKE, CALIFORNIA 93529  
(619) 648-7554

July 12, 1985

Letter was sent to June Lake Junction, Pine Cliff Resort, Inc.,  
Silver Lake Resort, Frontier Pack Station, and Grant Lake Marina.

The June Lake Public Utility District (PUD) Board of Directors requests your attendance at its next regularly scheduled board meeting to discuss possible water and or sewer rate increases resulting from a proposed winter standby charge to be assessed against those customers whose businesses are located outside the boundaries of the June Lake PUD tax area code and or whose businesses are operated on a seasonal basis only (last Saturday in April through October 31).

The meeting will be held on August 14, 1985 at 7:00 p.m. in the District's conference room located above the June Lake Fire Station.

Should you request more detailed information as regards this matter please contact the District office at 648-7554 so we can meet with you prior to the meeting.

Sincerely,

Steven W. Frederickson  
General Manager

SWF:mls

YEARLY SEWER CHARGES FOR OUTSIDE DISTRICT CUSTOMERS

OUTSIDE DISTRICT CUSTOMER	CASE III ASFRE*	CURRENT YRLY COST	CURRENT YRLY COST
<u>PINE CLIFF RESORT</u>		without Case III	with Case III
Single Family Residence (1)	0.85	42.00	71.40
Manager's Quarters(1)	0.85	42.00	71.40
Trailer & RV spaces (134)	45.56	2,251.20	3,827.04
Campground Spaces(46)	7.43	00.00	624.12
Retail Store no produce(1)	0.64	31.50	53.76
Public Restrooms (3)	1.91	94.50	160.44
Public Shower Stalls(10)	3.40	168.00	285.60
Public Washing Machines(5)	4.25	210.00	357.00
Campground Spaces w/water(19)	3.07	00.00	257.88
TOTAL	67.96	\$2,829.20	\$5,708.64
	SFRE		
PRESENT BILLING METHOD TOTAL	79.95	\$2,829.20	\$2,829.20
<u>SILVER LAKE RESORT</u>			
Single Family Residence(2)	1.70	84.00	142.80
Trailer & RV Spaces(72)	24.48	1,209.60	2,056.32
Rental Cabins(10)	3.15	157.20	264.60
Restaurant Seats(30)	1.28	63.00	107.52
Retail Store w/produce(1)	1.28	63.00	107.52
Public Restrooms(2)	1.28	63.00	107.52
TOTAL	33.17	\$1,639.80	\$2,786.28
	SFRE		
PRESENT BILLING METHOD TOTAL	39.00	\$1,639.80	\$1,639.80
<u>FRONTIER PACK STATION</u>			
Single Family Residence(2)	1.70	84.00	142.80
Public Restroom	0.64	31.50	53.76
TOTAL	2.34	\$115.50	\$196.56
	SFRE		
PRESENT BILLING METHOD TOTAL	2.75	\$115.50	\$115.50

Case III - Charge all consumers as if they are in the Sewer District but charge Pine Cliff Resort, Silver Lake Resort, Frontier Pack Station, Grant Lake Marina, and the USFS only 70% of the "normal" rate during the approximately six months they are closed each year to recover the District's fixed sewer system costs.

\* Case III found in the proposed rate study manual  
( ) number of units customer is being billed for.

YEARLY SEWER CHARGES FOR OUTSIDE DISTRICT CUSTOMERS

OUTSIDE DISTRICT CUSTOMER	CASE III ASFRE*	CURRENT YRLY COST WITHOUT CASE III	CURRENT YRLY COST WITH CASE III
<u>GRANT LAKE MARINA</u>			
Single Family Residence (1)	0.85	42.00	71.40
Trailer & RV Spaces (75)	25.50	1,260.00	2,142.00
Restaurant seats(20)	0.85	42.00	71.40
Public Restrooms(4)	2.55	126.00	214.20
Public Shower Stalls(4)	1.36	67.20	114.24
Retail Store w/o produce(1)	0.64	31.50	53.76
TOTAL	31.75	\$1,568.70	\$2,667.00
	SFRE		
PRESENT BILLING METHOD TOTAL	37.35	\$1,568.70	\$1,568.70
<u>U.S.F.S.</u>			
Campground spaces(264)	42.64		\$3,581.76
Day use spaces(283)	4.81		404.04
TOTAL	47.45		3,985.80 **
PRESENT BILLING METHOD TOTAL	55.82	\$13,278.76	\$13,278.76

Case III - Charge all consumers as if they are in the Sewer District but charge Pine Cliff Resort, Silver Lake Resort, Frontier Pack Station, Grant Lake Marina, and the USFS only 70% of the "normal" rate during the approximately six months they are closed each year to recover the District's fixed sewer system costs.

\* Case III found in the proposed rate study manual  
( ) number of units customer is being billed for.

\*\* - Does not include costs incurred by JLPUD to operate and maintain USFS sewage facilities (1984 costs = \$7226.)

Presently, except for the possibility of having to fund Force Main #2 improvements and certain Wastewater Treatment Plant and lift station improvements, the only means of justifying the need for surplus revenues is to base it on facility depreciation. Based on the study we have done entitled JLPUD Sewer System Annual Replacement Accrual, the District should be banking about \$92,000/year if it intends to cash finance the replacement of existing sewer facilities as they reach the end of their useful life. This amount does not include an inflationary multiplier. Also need to consider interest earned on funds within the sewer improvement account. It was decided that there would be no change in the sewer user rate.

Sewer Development Charge will be decreased to \$1224 per SFR. The unit cost is \$2.72 per gallon per day. It was also decided that the developer will be responsible for the costs incurred in constructing lateral sewer facilities from District owned pipeline mains to the subject property lines.  
(Leuschner, Jenkins)

We will invite the outside district customers to our August Board Meeting to discuss the proposed 70% winter standby charge.

We will also set up a date to hold our public hearing at the August Board Meeting.

OLD BUSINESS:

Twin Springs Creek transmission pipeline project is out to bid. Plans and contract documents are ready for distribution to contractors. Financing package utilizing Lease Purchase Agreement with Security Pacific National Bank is being drawn up. We are calling all bids due by 2:00 p.m. on July 30th. We will hold a Special Board Meeting on July 31st so that the Board may award the bid. We cannot award the job until the financing is secured. Construction will start the first of September and be finished within 60 days.

The 30 day review period for our Mitigated Negative Declaration is over. We received one comment letter on this document from the Dept of Fish & Game to which we have responded. The June Lake PUD Board of Directors adopted the Mitigated Negative Declaration for Four Water Improvement/Replacement Projects.  
(Bean, Leuschner)

Los Angeles Dept of Water and Power (LADWP) responded to the letter from the Division of Water Rights in regards to the solution to LADWP's protests against our water rights applications. LADWP requested a revision to the language used in the terms prepared by the Division. The Division refused LADWP's request stating that they would not modify the original language. The District should be issued permits for the subject applications prior to Sept. 1, 1985.

We will not prepare a resolution allowing the District to have County put the District's delinquent water and sewer customers on the tax role for collection.

Aspen Glen Condominium developers were unhappy with the decision reached by the Board at our last meeting regarding credit on sewer connection charges for one existing structures instead of five. Steve suggested

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

The Regular Meeting of August 14, 1985 of the Board of Directors of the June Lake Public Utility District was called to order by Chairman Oldfield at 7:00 p.m. in the offices of the District.

ROLL CALL:

Directors Present: Chairman Oldfield, Directors Bean, Cross, Jenkins, and Leuschner.

Staff Present: Manager Frederickson, Clerk Schultz

Guests Present: Gary Jones of Silver Lake Resort and George Blaisdell of Pine Cliff Resort.

CONSENT CALENDAR:

It was moved, seconded, and passed to accept the Consent Calendar as written. (Bean, Leuschner).

WATER AND SEWER DEVELOPMENT CHARGES:

Unfortunately the draft ordinances for water and sewer development charges did not arrive in the mail today from Best, Best & Krieger as expected. Therefore it was decided that Mindy would deliver the draft ordinances to the Board as soon as they arrive so that changes if necessary can be made within the next month with possible adoption at the September board meeting.

OUTSIDE DISTRICT WATER AND/OR SEWER CUSTOMERS WINTER STANDBY CHARGE:

All outside district customers were invited to tonight's meeting (August 14, 1985). Present are Gary Jones from Silver Lake Resort, and George Blaisdell from Pine Cliff Trailer Park. The District is considering a 70% winter standby charge to Pine Cliff Trailer Park, Silver Lake Resort, Frontier Pack Station, Grant Lake Marina, and the U.S.F.S. to cover their fair share of on-going fixed expenses incurred by District during winter season irregardless of whether water or sewer services are utilized by these businesses. All inside District customers (water and sewer) pay 100% user rates on a 12-month basis irregardless of whether or not they actually make use of the District's water or sewer facilities. It was explained to Mr. Jones and Mr. Blaisdell in great detail why this 70% winter standby must be enacted. Of the above listed affected customers it should be noted that both Silver Lake Resort and Frontier Pack Station are actually located within the District boundaries however because of special conditions the 70% standby charge will apply to them also.

OLD BUSINESS:

In the board packet is a letter to Mr. Val Lund (LADWP) from the Division of Water Rights stating that LADWP has dismissed their protest against the JLPUD applications 27220, 27239, 28123, and 28124 with the issued condition. We should be receiving our permits in the near future.

The Twin Springs Transmission Pipeline Project was awarded to Peter L. Marzano & Sons on 8/12/85. All lease transaction documents pertaining to the 8" Twin Springs Transmission Pipeline Project were signed and submitted to Security Pacific National Bank on 8/12/85. This commits Security Pacific National Bank to financing the project.

Mindy has requested from the County all District monies in account 175 for transfer and investment in the State Local Agency Investment Fund as requested by the Board at our 7/10/85 meeting.



August 15, 1985

Grant Lake Marina  
Frontier Pack Station

Re: 70% Winter Standby Charge

At the June Lake Public Utility District Board Meeting held on 8/14/85 to which you were invited, the matter of a proposed 70% winter standby charge to be assessed your business was discussed in detail.

As you were unable to attend the meeting and as it appears that this additional charge will be approved and billed for the winter period of 11/85 thru 4/86, I would like to meet with you to explain why and how the fee was derived.

Should you wish, please contact me at your earliest convenience so we can set up a meeting date.

Sincerely,

Steven W. Frederickson  
General Manager

SWF:mls

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

The Regular Meeting of October 2, 1985 of the Board of Directors of the June Lake Public Utility District was called to order by Chairman Oldfield at 7:00 p.m. in the offices of the District.

- ROLL CALL: Directors Present: Chairman Oldfield, Directors Cross, Bean, Jenkins, and Leuschner.
- Directors Absent: None
- Staff Present: Manager Frederickson, Clerk Schultz, Consulting Engineers E. Kartinen and Andy Boyd, and Attorney Ronald Lamb.
- CONSENT CALENDAR: It was moved, seconded, and passed to accept the consent calendar as written. (Bean, Jenkins)
- EXECUTIVE SESSION: It was moved, seconded and passed to meet in closed session to discuss litigation (authorized under Government Code Section 11126). (Bean, Leuschner) 7:10 p.m.
- Reconvene to regular session at 8:50 p.m.
- WATER AND SEWER DEVELOPMENT CHARGE ORDINANCES (77-01C & 76-01C): It was moved, seconded and unanimously passed to adopt ordinance 76-01C. (Bean, Jenkins)
- It was moved, seconded and unanimously passed to adopt ordinance 77-01C. (Bean, Jenkins)
- SEWER AND WATER REIMBURSEMENT AGREEMENT: Agreement is part of ordinances 76-01C and 77-01C and therefore there is no need for discussion or decision and this section of the agenda will be by-passed.
- 72-01B WATER USER RATES  
62-15C SEWER USER RATES: It was moved, seconded and unanimously passed to adopt 72-01B. (Leuschner, Bean)
- It was moved, seconded, and unanimously passed to adopt 62-15C. (Leuschner, Jenkins)
- WATER AND SEWER OUTSIDE DISTRICT & SEASONAL USER RATE CONTRACTS: We did not receive the contracts from D. Anderson but all the language pertaining to these contracts is contained in ordinances 72-01B and 62-15C.
- RESOLUTION 85-03 - 5% DISCOUNT: The addition of language to Resolution 85-03 was improper so the amended section was removed. Resolution 85-03 was adopted at the September 11, 1985 regular meeting without the amended language.
- OLD BUSINESS: The Twin Springs Creek Transmission Pipeline project has not started. The delay can be attributed to contractor insurance and bonding requirement deficiencies. Steve was directed to write a letter to the contractor, Peter L. Marzano & Sons stating that because construction start-up was delayed the Directors of the District hereby notify you that any extras claimed for weather related work delays will not be considered for payment after 11/2/85.
- Steve spoke with Jim Coats, Chairman of the Williams County Water District on 9/11/85 in regards to what the Williams County Water District's plans are for operating and maintaining their new water system. No response as of yet.

LAW OFFICES OF

BEST, BEST & KRIEGER

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

4200 ORANGE STREET

P. O. BOX 1028

RIVERSIDE, CALIFORNIA 92502

TELEPHONE (714) 686-1450

ARTHUR L. LITTLEWORTH\*  
GLEN E. STEPHENS\*  
WILLIAM R. DEWOLFE\*  
BARTON C. GAUT\*  
CHARLES D. FIELD\*  
PAUL T. SELZER\*  
DALLAS HOLMES\*  
CHRISTOPHER CARPENTER\*  
RICHARD T. ANDERSON\*  
JOHN D. WAHLIN\*  
MICHAEL D. HARRIS\*  
W. CURT EALY\*  
THOMAS S. SLOVAK\*  
JOHN E. BROWN\*  
RONALD J. KOHLT\*  
MICHAEL T. RIDDELL\*  
MEREDITH A. JURY\*  
MICHAEL GRANT\*  
FRANCIS J. BAUM\*  
ANNE T. THOMAS\*  
D. MARTIN NETHERY\*  
GEORGE M. REYES\*  
WILLIAM W. FLOYD, JR.\*  
MICHAEL A. CRISTE\*

GREGORY L. HARDKE  
RICHARD CROSS  
IRWIN L. GOLDS  
ANTONIA G. WEINER  
HARLEY L. BJELLAND  
DAVID L. BARON  
VIRGINIA A. ETTINGER  
VICTOR L. WOLF  
DANIEL E. OLIVIER  
ARIEL PIERRE CALONNE  
DANIEL J. MCHUGH  
CARL F. HERBOLD, JR.  
KEVIN S. MILLS  
STEPHANIE K. HARLAN  
MARC E. EMPEY  
JOHN R. ROTTSCHAEFER  
VIRGINIA A. JOHNSON  
LETITIA E. PEPPER  
MARTIN A. MUELLER  
J. MICHAEL SUMMEROUR  
HOWARD B. GOLDS  
KENDALL H. MACVEY  
MICHAEL P. DURKEE  
CLARK H. ALSOP

\*A PROFESSIONAL CORPORATION

PALM SPRINGS OFFICE  
600 EAST TAHQUITZ-MCCALLUM WAY  
P. O. BOX 2710  
PALM SPRINGS, CALIFORNIA 92263  
(619) 325-7264  
TELEX 752735

RANCHO MIRAGE OFFICE  
HOPE SQUARE PROFESSIONAL CENTRE  
39700 BOB HOPE DRIVE, SUITE 312  
P. O. BOX 5056  
RANCHO MIRAGE, CALIFORNIA 92270  
(619) 340-2445

JAMES B. CORISON, OF COUNSEL

RAYMOND BEST (1868-1987)  
JAMES H. KRIEGER (1913-1975)  
EUGENE BEST (1893-1981)

November 7, 1984

PUBLIC UTILITY DISTRICT  
REC'D NOV 8 1985  
JUNE LAKE

Mr. Steven W. Frederickson  
General Manager  
June Lake Public Utility District  
P. O. Box 99  
June Lake, California 93529

Re: Water and Sewer Service Contracts for  
Seasonal Recreation-Oriented Businesses

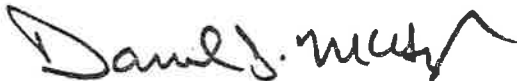
Dear Steve:

Please find enclosed two draft Agreements for the June Lake Public Utility District's provision of water and sewer service, respectively, to seasonal recreation-oriented businesses connecting to the District's facilities.

If the U. S. Forest Service desires additional provisions incorporated in its Agreement which reflect concerns unique to itself, we would have no objections.

I apologize for the delay in forwarding these Agreements to you. If you have any comments on the format, please telephone and we can discuss them prior to the Board's review.

Sincerely,



Daniel J. McHugh  
for Best, Best & Krieger

/ms

Encl.

AGREEMENT  
FOR THE PROVISION OF  
WATER SERVICES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985 by and between the JUNE LAKE PUBLIC UTILITY DISTRICT, hereinafter referred to as "District," and \_\_\_\_\_, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, the Board of Directors of the June Lake Public Utility District (the "Board"), has recognized the existence of a significant seasonal fluctuation in the quantity of water used by certain commercial users of the District's water system which operate recreation-oriented businesses on a seasonal basis; and,

WHEREAS, Ordinance No. 72-01B of the June Lake Public Utility District provides that all such seasonal recreation-oriented businesses which connect to the District's water system shall make application to enter into a contract with the District for the provision of water service; and,

WHEREAS, Applicant is engaged in a commercial recreation-oriented business and desires to make application

to District for water service on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is mutually agreed as follows:

AGREEMENT

1. Seasonal Recreation-Oriented Business. Applicant hereby represents to District that it is engaged in a commercial recreation-oriented business which ceases or significantly reduces business operations during the period commencing on or about November 1, and ending on or about April 30.

2. Water Service Charges. Applicant shall be charged an annual charge for water service from District as herein set forth below:

- (a) For water service during the period commencing May 1, and ending on October 31, Applicant shall be assessed a charge in accordance with District's charges for water service to commercial users as set forth in Ordinance No. 72-01B, a copy of which is attached hereto as Exhibit "A", and incorporated

herein by this reference, or as said Ordinance may hereafter be duly amended by District.

- (b) For water service during the period commencing November 1, and ending on April 30, Applicant shall be assessed a charge in an amount equal to seventy percent (70%) of the charge assessed Applicant for water use as provided in subparagraph (a) hereinabove.

3. Determination of Seasonal Operation. Applicant shall provide, upon written request of the General Manager of the District, records, receipts and any other documents determined necessary by District to verify Applicant's cessation or reduction of business operations during the period commencing on or about November 1, and ending on or about April 30. In the event District's General Manager determines that Applicant's recreation-oriented business operations are not significantly reduced or cessated during said period, District's General Manager shall notify Applicant in writing of the determination and assess Applicant a water charge in accordance with District's established charges for water service to commercial users. Within thirty days after notification of a determination by District's General Manager that Applicant's business operations are not significantly reduced or cessated, Applicant may, in

writing, appeal to the Board of Directors of the District for review of the General Manager's determination.

4. Ordinances, Resolutions and Regulations. Notwithstanding any provision of this Agreement, Applicant shall be subject to and comply with any and all ordinances, resolutions and regulations of District not inconsistent herewith.

5. Default. Applicant's failure to comply with all or any part of this Agreement, or any ordinance, resolution or regulation of District, or to pay any rate or charge of District, shall be considered a default. In the event of Applicant's default, District, in addition to any other remedy it may have, may discontinue water service to Applicant until such time as the default is cured.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the matters covered herein. No other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

8. Attorneys Fees. If any legal action is commenced to enforce or interpret any term or condition of this Agreement, the prevailing party shall be entitled to, in addition to any other relief granted, a reasonable attorney's fees.

DATED: \_\_\_\_\_

"DISTRICT"  
JUNE LAKE PUBLIC UTILITY  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

DATED: \_\_\_\_\_

"APPLICANT"

\_\_\_\_\_  
By: \_\_\_\_\_



AGREEMENT  
FOR THE PROVISION OF  
SEWER SERVICES

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 1985 by and between the JUNE LAKE PUBLIC UTILITY DISTRICT, hereinafter referred to as "District", and \_\_\_\_\_, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, the Board of Directors of the June Lake Public Utility District (the "Board"), has recognized the existence of a significant seasonal fluctuation in the quantity of wastewater discharged by certain commercial users connected to the District's sewerage system which operate recreation-oriented businesses on a seasonal basis; and,

WHEREAS, Ordinance No. 62-15B of the June Lake Public Utility District provides that all such seasonal recreation-oriented businesses which connect to the District's sewerage system shall make application to enter into a contract with the District for the provision of sewer service; and,

WHEREAS, Applicant is engaged in a commercial

recreation-oriented business and desires to make application to District for sewer service on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is mutually agreed as follows:

#### AGREEMENT

1. Seasonal Recreation-Oriented Business. Applicant hereby represents to District that it is engaged in a commercial recreation-oriented business which ceases or significantly reduces business operations during the period commencing on or about November 1, and ending on or about April 30.

2. Sewer Service Charges. Applicant shall be charged an annual charge for sewer service from District as herein set forth below:

- (a) For sewer service during the period commencing May 1, and ending on October 31, Applicant shall be assessed a charge in accordance with District's charges for sewer service to commercial users as set forth in Ordinance No. 62-15B, a copy of which is attached

hereto as Exhibit "A", and incorporated herein by this reference, or as said Ordinance may hereafter be duly amended by District.

- (b) For sewer service during the period commencing November 1, and ending on April 30, Applicant shall be assessed a charge in an amount equal to seventy percent (70%) of the charge assessed Applicant for sewer service as provided in subparagraph (a) hereinabove.

3. Determination of Seasonal Operation. Applicant shall provide, upon written request of the General Manager of the District, records, receipts and any other documents determined necessary by District to verify Applicant's cessation or reduction of business operations during the period commencing on or about November 1, and ending on or about April 30. In the event District's General Manager determines that Applicant's recreation-oriented business operations are not significantly reduced or cessated during said period, District's General Manager shall notify Applicant in writing of the determination and assess Applicant a sewer service charge in accordance with District's established charges for sewer service to commercial users. Within thirty days after notification of a determination by District's General Manager that Applicant's business operations

are not significantly reduced or cessated, Applicant may, in writing, appeal to the Board of Directors of the District for review of the General Manager's determination.

4. Ordinances, Resolutions and Regulations. Notwithstanding any provision of this Agreement, Applicant shall be subject to and comply with any and all ordinances, resolutions and regulations of District not inconsistent herewith.

5. Default. Applicant's failure to comply with all or any part of this Agreement, or any ordinance, resolution or regulation of District, or to pay any rate or charge of District, shall be considered a default. In the event of Applicant's default, District, in addition to any other remedy it may have, may discontinue the provision of sewer service to Applicant until such time as the default is cured.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

7. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the matters covered herein. No other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

8. Attorneys Fees. If any legal action is commenced to enforce or interpret any term or condition of this Agreement, the prevailing party shall be entitled to, in addition to any other relief granted, a reasonable attorney's fees.

DATED: \_\_\_\_\_

"DISTRICT"  
JUNE LAKE PUBLIC UTILITY  
DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

DATED: \_\_\_\_\_

"APPLICANT"

\_\_\_\_\_

By: \_\_\_\_\_

After reviewing the water and sewer service contracts for the seasonal recreation-oriented businesses ( Pine Cliff, Silver Lake Resort, Frontier Pack Station, Grant Lake Marina, U.S.F.S.) it was decided to bill them the 70% winter standby charge for winter 1985-86 and to also bill them on a monthly basis for this standby charge.

The District has received permits from the State Water Resources Control Board (SWRCB) Division of Water Rights for each of the applications it submitted for additional water rights from June Lake and Twin Springs Creek. We now have a confirmed right to 602,695 gpd from Twin Springs Creek or June Lake or a combination of the two. Before receipt of these permits the District had a confirmed right to only 154,829 gpd.

NEW BUSINESS:

Included in the board packet is the Audit Report for 1984-85 for your review. Mindy will discuss the audit at our next regularly scheduled meeting.

Do we want to continue our membership for 1986 in ACWA (\$1300) and CSDA (Calif. Special Districts Assoc.) (\$165)? Yes the board wishes us to remain members in both organizations.

It was moved, seconded, and passed to become an associate member of the American Public Power Association (APPA) for a yearly fee of \$250.00. (Leuschner, Bean) Vote: Bean=yes; Jenkins=no; Leuschner=yes; Cross=yes.

MANAGER'S REPORT:

We discovered an airline leak in the line that extends out into June Lake. We hired Igor Vorobyoff and Doug Magee to make a dive and try and locate the air leak. It took three separate dives in order to locate the air leak. The fourth dive was to repair the leak which Igor Vorobyoff and Doug Magee also successfully completed. The cost of this repair will be approximately \$1000.

A short presentation was given by Vice-Chairman Cross on his trip to Washington, D.C.

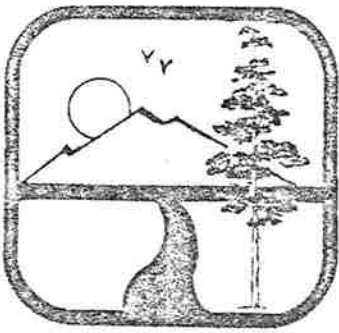
ADJOURNMENT:

There being no further business, it was moved, seconded, and passed to adjourn at 8:50 p.m. (Bean, Leuschner)

Respectfully submitted,



Mindy Schultz  
Ex officio Secretary



JUNE LAKE PUBLIC UTILITY DISTRICT  
P.O. BOX 99  
JUNE LAKE, CALIFORNIA 93529  
(619) 648-7554

November 20, 1985

Letter sent to: Pine Cliff Trailer Park, Grant Lake Marina, Silver Lake Resort, and Frontier Pack Station.

Subject: Customer charges for water and sewer services

On 10/2/85 the Board of Directors of the June Lake Public Utility District adopted ordinances 62-15C and 72-01B. These ordinances (which became effective on November 1, 1985) address adjusted water rates to all customers connected to the District's water facilities as well as a water and sewer standby charge to be assessed certain seasonal recreation-oriented businesses.

In accordance with section 2)d of ordinance(s) 62-15C and or 72-15B, Contract Users, an agreement for the provision of water and or sewer service shall henceforth be entered into between the District and those customers who own and operate seasonal recreation-oriented businesses. This agreement will specify the terms, conditions and water and or sewer charges for the provided service. The contract user charges will be based upon the use of the premises and determined in accordance with the provisions of section 2; provided, however, that if a determination is made that said seasonal recreational commercial use is terminated or significantly reduced during the period of November 1st through April 30th, the contract user shall be assessed a water and or sewer charge for that period in an amount of 70 percent (%) of the water and or sewer service charge assessed for the use during the period of May 1st through October 31st.

As your business falls into this customer category we need to enter into the aforementioned agreement with you.

Regarding the standby charge you will receive six statements, each equivalent to one-sixth of the total user rate charges billed during the period commencing May 1, 1985 and ending October 31, 1985 times a standby factor of 1.70. This standby factor represents the "fixed costs" of the District; that is, those costs that the District incurs regardless of whether water is produced and distributed or sewage is collected and treated.

Since the District bills one month in arrears you will receive your first statement in December of 1985. The last statement for the standby period would then be for the month of April 1986 for which you will receive a statement

November 20, 1985  
Seasonal recreation-oriented businesses  
Page 2 of 2

sometime during the first week in May of 1986. A copy of the applicable charges for your business has been calculated and is included as Exhibit 1.

Please sign both copies of the agreement(s) and return them to the District in the provided self-addressed stamped envelope by December 9, 1985. Upon receipt we will sign each copy and return one to you for your records.

Should you have any questions please contact me.

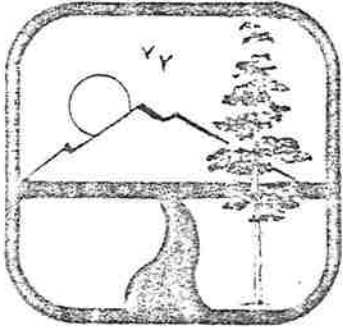
Sincerely,

Steven W. Frederickson  
General Manager

SWF:mls  
Enclosures

cc: Dan McHugh  
Best, Best & Krieger





JUNE LAKE PUBLIC UTILITY DISTRICT  
P.O. BOX 99  
JUNE LAKE, CALIFORNIA 93529  
(619) 648-7554

EXHIBIT 1

ACCOUNT 1690000  
GRANT LAKE MARINA  
MR. & MRS. IHNEN  
RTE 3, BOX 19  
JUNE LAKE, CA 93529

75 Trailer & RV Spaces @ \$2.80 ea.	= \$210.00
1 Single family dwelling @ 7.00 ea.	= \$ 7.00
20 Restaurant seats @ \$0.35 ea.	= \$ 7.00
4 Public restrooms @ \$5.25 ea.	= \$ 21.00
4 Public showers @ \$2.80 ea.	= \$ 11.20
1 Retail store @ \$5.25 ea.	= \$ 5.25

May 1st thru October 31st Total = \$261.45/mo.

\$261.45 times 6 months (May 1st thru October 31st) = \$1,568.70

\$1,568.70 times 70% = \$1,098.09 (Nov 1st thru April 30th)

\$1,098.09 divided by six months = \$183.02/mo. (11/1 thru 4/30)