

FALLEN LEAF LAKE COMMUNITY SERVICES DISTRICT

Saturday, March 1, 2014
El Dorado Hills CSD
Parks & Recreation Conference Room
El Dorado Hills, CA

President Bacchetti called the meeting to order at 11:00 am

ROLL CALL

President Cathcart, Director Bacchetti , Director Casey
Vice-President Calof via phone, Director Malley absent

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None

ADMINISTRATIVE MATTERS

A. Discussion and Motion to Approve Minutes of December 7, 2013

Motion was made by Director Cathcart to approved minutes with the following changes.

Under ADMINISTRATIVE MATTERS

Item C – Discussion and Motion(s) to Accept and Approve FY 2013

- 4th sentence - the word “*except*” should read “*accept*”

Under OLD BUSINESS

Item A – Discussion and Possible Motion(s) Regarding Fallen Leaf Lake CSD
Responsibility for AIS Education Beyond the FLLCSD’s Property of FLL Marina
– Director Cathcart

- 3rd sentence- should read: “John Kleppe quoted from a report that was recently compiled by LAFCO concerning the sphere of influence of Fallen Leaf Lake CSD and feels that *AIS prevention is as important to District as is the Fire Department* and is looking for donations to help subsidize the cost for an inspector of \$15,000 to patrol around the Fallen Leaf Lake”

Page 3 – 5th sentence - should read: “John Kleppe further reported that Fallen Leaf Lake *is free from all AIS* whereas Lake Tahoe has been invaded with several types of AIS.”

Page 3 – 6th sentence - should read: “Director Malley made a motion for the FLLCSD to support this issue with a \$5,000 donation *toward the cost of an AIS inspector* for the Fallen Leaf Lake area for the year 2014.”

Under ADMINISTRATIVE MATTERS – Chief’s Report was overlooked early

Item D – General Manager’s / Fire Chief’s Report

Paragraph 1 – 2nd sentence should read: “The Department of Forestry approved \$15,420 of which *CDF contributes \$7,710 and Fallen Leaf Lake FD contributes \$7,710.*”

Under NEW BUSINESS

Item D - Discussion and Possible Motion(s) To Modify Existing Agreement Between the Fallen Leaf Lake CSD and California Land Management Regarding the Operations of the Fallen Leaf Lake Store, Café’ and Marina – Director Bacchetti and Director Calof

See attached **Amendment No. 1 to Concessionaire Agreement**

Motion was seconded by Director Bacchetti and passed with unanimously.

Shawn Cullens in attendance to review Financial Reports

B. Discussion and Motion(s) to Approve Financial Reports

Motion was made by Director Bacchetti to approve said Financial Reports dated February 18, 2014. Motion seconded by Director Casey. A full discussion was held regarding retained earnings, available funds in bank account, and lease payments from CLM. The Board requested a possible two paragraph summary page to each financial report and a copy of the bank statement to be attached to future financial reports for motion and approval. The Chief reported that the first reading of the Fiscal Year Preliminary Budget will be presented at the next meeting being held in May. There being no further discussion motion was passed unanimously to approve said financial reports.

C. General Manager’s / Fire Chief’s Report

Chief Gerren reported a synopsis of his report submitted in Board packet. The Chief additionally reported that the payment to the City for fiscal year 2013-14 has not been paid because the City has not submitted a revised and reduced invoice per mutual aid agreement. A full discussion was held regarding ISO ratings, engine grants, county funding for boat and parking for engines on West Shore of the Fallen Leaf Lake. Final ISO report is still pending. The Chief went on to report that the store will open mid may and the docks will be moved into the water the first part of May.

D. Concessionaire's Report

None

E. Citizen's Advisory Committee Report

Ben or Andy Anderson were not present or available via phone to give update to Board. A synopsis of subject matter was addressed by Director Casey per his conversations with the Committee. A full discussion was held regarding the process and where the legislation stands on this matter. A full update from the Committee is to be presented at the next regular schedule meeting of the Board in May.

F. President's Report

President Cathcart appointed the Board Member's the area of responsibility.

Director Calof –Financial Matters

Director Casey – Marina and AIS

Director Malley – Fire

Director Bacchetti – Store

OLD BUSINESS

None

NEW BUSINESS

None

With no other further business, President Cathcart adjourned the meeting at 12:16 pm

Amendment No. 1 to Concessionaire Agreement

This Amendment No. 1 to Concessionaire Agreement (“Amendment No. 1”) is entered into effective as of May __ 2014, by and between Fallen Leaf Lake Community Services District, a public agency, organized and existing pursuant to California Government Code Section 61000 et. seq. (the “District”) and California Land Management Services Corporation, a California Corporation (“Contractor”).

RECITALS

The District and Contractor entered into a Concessionaire Agreement, executed on May 24, 2011 (the “Original Agreement”). Based upon results of operations to date, the parties have agreed to modify certain terms of the Original Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. All defined terms in the Original Agreement and used by not defined in Amendment No. 1 shall have the meanings ascribed to such terms in the Original Agreement.
2. Except as specifically modified by Amendment No. 1., all terms of the Original Agreement shall remain in full force and effect throughout the remainder of the Term.
3. The Annual Variable Fee as set forth in Exhibit H of the Original Agreement shall be, for the remainder of the Term, 7.5% of Contractor’s Gross revenues even if they exceed \$500,000.
4. Section 3(r) of the Original Agreement is amended to add the following sentence at the end of such section. “Notwithstanding anything to the contrary in this Section 3(r), the cost of repairs to the Marina shall be allocated as follows: the first \$2,500 shall be paid by Contractor, and the next \$2,500 (up to \$5,000) shall be split equally between the District and Contractor. “
5. The parties represent to each other that they have full power and authority to execute and deliver this Amendment No. 1.