

Fallen Leaf Lake board member speaks out



Dear Fallen Leaf Community,

As your publicly elected official, I believe that it is important to be transparent and to let you know the reasons behind my actions regarding the contract for the Fallen Leaf Lake store and marina. Therefore, I would like to share my thoughts and endeavor to explain my decisions of the last year. This will also give you some context for where the Community Services District (CSD) is now. I will try and be brief, and, as always, I am willing to answer any questions you may have.

Last April 25, 2009, I voted with the rest of the board to execute a publicly (CSD) run facility at our community area. That included the store, cafe and marina. Much work had gone into creating a request for proposals (RFP) over the previous year. The CSD only received one proposal from the RFP and it did not meet the criteria identified in the RFP.

The CSD board president asked a group of advisers to put together an alternative that would meet the criteria that the CSD board had originally agreed to. Fallen Leaf Landing asked the board to make a decision on the operation of the community area beginning with the 2010 season before Memorial Day 2009 so they could plan how to best run their operation during the 2009 season. The board made this request their goal.

I voted for this CSD-run alternative as the best alternative for the long-term viability of the Fallen Leaf Lake assets.

The May 23, 2009, meeting brought out a lively group of the public, and it became clear that the community was concerned about the CSD-run model.

Dana Clark and Steve Malley were authorized to proceed with discussions with Fallen Leaf Landing on the terms of a contract at the July 4, 2009, meeting. I had seconded this motion and was supportive, as a majority of the community appeared to want the board to work a contract out with Fallen Leaf Landing.

On Aug. 6, 2009, our general manager, Lee Vestal, resigned. This was the first time the community had hired a general manager, as a recent California law required. He had been important to the board's awareness of activities and information exchange on the ground. His resignation email quotes, "I have never been treated so poorly by a small but vocal and influential group of people; community members with significant influence seem to be intent on misrepresenting me."

A new contract with Fallen Leaf Landing was submitted at the Aug. 15, 2009, meeting. I supported the Fallen Leaf Landing contract and made a motion to accept it, but there was no second to my motion. I altered my motion to better suit the other directors. It again died for the lack of a second.

At the Sept. 5, 2009, meeting Director Mike Kraft, Steve Malley, John and Ruth Rich and I were identified to negotiate Director Kraft's concerns with the August contract. If we were not able to do so, the CSD would proceed with the CSD-run model.

I seconded that motion and it was passed. I voted for this motion because the protracted discussions had diminished our opportunity to resolve the matter in a timely manner. If we didn't have a contract with Fallen Leaf Landing, we needed to move on with the CSD-run alternative. The negotiations were

reinitiated but ultimately failed. Therefore, the CSD-run model was again selected by the board.

Following that meeting, a group of Fallen Leaf residents presented a referendum to the board essentially saying that either the Board rescind their motions of April 25 and Sept. 5 or take the issue to a public vote. At the Oct. 18, 2009, board meeting board members discussed the complications this would incur, and instead, the board unanimously rescinded its April 25 and Sept. 5 motions regarding the operational models for the marina and store/café. President Dana Clark agreed to incorporate other director comments into the draft Fallen Leaf Landing contract.

At the Jan. 9, 2010, meeting, President Dana Clark identified 12 points that he required Fallen Leaf Landing to agree to before he would sign the contract. Only 10 of those points were able to reach negotiation. The two remaining points were regarding: 1) the distribution of compensation to the CSD of marina fees, and 2) the ability to stage heavy equipment onsite and work in the CSD community area after the season was completed. These issues were to be part of an ongoing negotiation for the February meeting.

At the same meeting Mr. Rick Firkins was first identified as a possible bid that was coming to the CSD for the store/cafe. No motions were made.

Jan. 18, 2010, the board president, Dana Clark, resigned. The concluding statement of his resignation letter stated, "For a place so beautiful, I am amazed at the level of harassment, contempt, ridicule and hostility that has been directed at a volunteer board that the community elected. With that in mind, I have chosen to invest my time in the many positive events happening in my life."

I knew at the Feb. 6, 2010, meeting that time was of the essence in order to have a store/marina/cafe next summer. I

thoughtfully considered how to approach the management of the store/cafe. I had been a member of the RFP committee, and heard all the discussions around the original contract included in the RFP. It was a thoughtful and lengthy process. Since the January meeting, I had spent much time rethinking everything in light of future generations at the lake. The time had come to think of the contract in light of the big picture.

I identified a decision-making methodology to employ at the February meeting. I thought through this process in the manner I use in my professional work, with the national parks and the Presidio, during planning efforts. I identified six criteria to use:

1. What will be best for the community of Fallen Leaf Lake?
2. How well the concessionaire displays he/she will work with the board, who is elected by the people of Fallen Leaf, and with the board's representative on the ground, the general manager.
3. How can the decision satisfy the time frame for having a store/marina operation this summer, which I believe is our duty as a Board?
4. What will ensure financial solvency?
5. To what degree does the concessionaire comply with and respond to the intent, processes and objectives in the RFP?
6. How does the contract help in a long-term perspective?

At the Feb. 6 meeting I assessed how things developed using the above criteria, to decide how to vote. It went like this:

1. First, approach the draft Fallen Leaf Landing contract terms in a way that, in my professional judgment, is best. In light of Dana's resignation and the Firkins proposal, I wanted to first attempt to ensure that the Fallen Leaf Landing

(John's) terms were the final ones that he would accept, and see if he would be willing to modify his terms in order to make his proposal more compelling in light of the new alternative on the table. My approach was to negotiate with Fallen Leaf Landing on the spot to see if they could accept the conditions that I thought important. I mentioned these in the discussion prior to the motion. Following that discussion I reviewed the criteria based on the existing terms, that Jennifer presented, and my existing knowledge of Fallen Leaf Landing, in regards to the criteria I had identified.

2. I listened to the Rick Firkins proposal, and the modifications to the existing RFP which I knew intimately, having worked on the committee to create it. I was happy to see that he was willing to have a two-year contract so that we could all see if this was a workable alternative for everyone, and go out with another search next year if it was not. His responses to questions that addressed my criteria were positive. It was confirmed that a background check was completed, and that it was acceptable. The background check was not made available to the full board. I took Director Kraft's word that it was acceptable.

3. I listened to Director Kraft's proposal for the running of the marina, and added a contract option into the mix. The motion that passed included the possibility for an independent contractor or a CSD-run marina. I believe the final motion was the best considering my criteria.

One of the major responsibilities that, in my judgment, we have as elected officials of the district is to ensure that we have a cafe, store and marina for the community of Fallen Leaf, and the public at large. Splitting the vote on Feb. 6 would have left these community services in jeopardy for this summer.

With an election in August, and still not knowing the outcome of a vote for Fallen Leaf Landing, we risked the very real

possibility of not having the amenities listed above. Therefore, I was true to the criteria and continued to refer to it throughout the meeting in order for all of us to be able to move forward.

Approximately a week after the meeting, certain information regarding Mr. Firkin's background was disclosed. He was questioned and responded to the questions, through his attorney.

Mr. Firkins withdrew on Febr. 26, 2010. He stated, "I have concluded that the Fallen Leaf venture would cause irreparable damage to my business, my family and most probably, my sanity. The campaign to undermine my ability to do business on an even playing field is impossible with the current level of vitriolic hostility."

Now the CSD board must, once again, begin the process anew to secure a concessionaire for the store/café while concurrently moving forward to actively recruit and appoint a highly qualified candidate for our currently vacant position of fire chief.

To that end, my intent and focus are to serve and ensure what I believe to be the best interests of our community, the ecology of the lake, and the quality of life that Fallen Leaf Lake provides. That includes the maintenance of a professionally led and highly trained volunteer fire protection service and re-establishing a commercially viable cafe, store and marina that both serves the needs of the community and supports our essential programs through a fair and transparent profit-sharing agreement.

I urge the community of Fallen Leaf Lake to work together for our quality of life and support the, now urgent, effort to find a new fire chief, and an acceptable concessionaire, or other manner, to ensure a store, café and marina operation for this summer. With your assistance and support, I will

aggressively work towards the accomplishment of these objectives.

Sincerely,

Terri Thomas, board member FLL Community Services District