

In An Atmosphere Rife With Graft Implications

Mayor Served As Backchannel Negotiator For Developer Seeking Lawsuit Dismissal

By Mark Gutglueck

Dynamic developments relating to a grassroots group's opposition to the Upland City Council's approval last April of Bridge Development Partners' plan to construct a 201,096-square foot distribution center for online retail sales giant Amazon have ripped the curtain back on a multitude of highly-questionable actions by



Bill Velto

both Upland's elected officials and senior staff members.

The city council's

4-to-1 acceptance of staff's recommendation to approve the controversial project without requiring a comprehensive environmental report for the undertaking, which has now been followed by Bridge Development Partners' reported willingness to more than double the sum of money it agreed to put up at the time of project approval to offset the impacts of

the project over the next 50 years is an indication, some city residents believe, that the approval process was tainted by some form of graft involving the city's politicians and other decision-makers.

Bridge Development Partners corporate officers have disavowed reports of any improper activity on their part.

Simultaneously,

Bridge Development Partners' reported offer of up to \$40 million to the city to cover the infrastructure demands and damage of the project and as payments-in-lieu-of-sales-tax from Amazon's operations over the 50-year lease life of the building has divided the grassroots coalition into two factions. One of those splinter groups has

See P 2

For Third Time CVWD Board Gives Itself Year Extension Without Facing Voters

For the third time in 15 years and four months, the board members of the Cucamonga Valley Water District have engineered for themselves an extra year in office without having to first obtain the consent of their constituents.

This week, the San Bernardino County Board of Supervisors approved the Cucamonga

Valley Water District Board of Directors' request to move its election dates from consolidated elections held in November of odd-numbered years to statewide general elections held in November of even-numbered years, commencing with the November 8, 2022 Statewide General Election.

The Cucamonga Val-

ley Water District, which was previously known as the Cucamonga County Water District, historically held its board elections in odd-numbered years. This put the district out of step with many, though not all, of the other agencies, districts, governmental authorities and municipalities in San Bernardino County which held their

elections in even-numbered years, which coincided with either the National Presidential/Congressional or State Gubernatorial/Congressional elections.

In October 2005, the Cucamonga County Water District Board of Directors, consisting of Robert Neufeld, Henry Stoy, Jerome Wilson, James Curatalo and

Randall Reed, passed Resolution No. 2005-10-3, which dispensed with the 2007 election while changing the scheduling of the district's elections from odd- to even-numbered years.

Because the county, the lion's share of cities, school and water districts, as well as other governmental agencies in San Ber- See P 5

County Spends \$61.2 Million To Retain 33 Legal Defense Firms

The San Bernardino County Board of Supervisors this week approved contracts with 33 law firms at the aggregate estimated cost of \$61,200,000 to engage in legal defense work relating to lawsuits officials anticipate will be filed against the county in the future.

The contracts secure the services of the law firms at the established

hourly rates of \$265 for lawyers who have achieved the position of partners with their respective firms and \$245 for those designated as associates by their firms. Paralegals and law clerks are to receive \$115 per hour.

The firms are to provide legal defense services to the county's self-insured public liability program for See P 3

With Virus Deaths Rising, Yucaipa & Chino Hills Seek To Aid County Contest COVID Precautions

The San Bernardino County governmental structure's quixotic effort to interpose a legal challenge to Governor Gavin Newsom's precautionary mandates relating to the coronavirus pandemic was given moral support by the cities of Yucaipa and Chino Hills in recent weeks, though their gestures seemed unlikely to move the California Supreme

Court to rebuke the state, as the cities' legal filings corresponded with an intense surge in the virus that resulted in record numbers of individuals in the county testing positive for the condition during a one-week and a two-week period in December, punctuated by 32 deaths recorded in the county between yesterday, January 7, and today.

On December 6, a three-week stay-at-home order was issued by Newsom, calling for a host of businesses that involve close contact among customers and business operators to be shut down as of December 7. The order was renewed on December 28.

On December 14, a lawyer retained by the county at the behest of the board of See P 3

Sheep Creek H₂O Company Still Trying To Sell Phelan Piñon Hills District On Merger

Officials with the Sheep Creek Water Company are gamely attempting to reignite interest among members of the Phelan Piñon Hills Community Services District Board of Directors in a merger between the two water purveyors.

The Phelan Piñon Hills Community Services District, after considering a consolidation/

structured takeover of the company, rejected just such a proposal in August 2019.

The *Sentinel* has learned that the redoubled effort to bring the Phelan Piñon Hills Community Services District to the table once more has involved elements of California's state government, which Sheep Creek Water Company

officers hope will convince district officials that there is adequate protection in a takeover arrangement for the community services district.

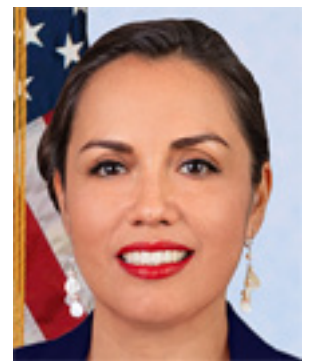
An issue for the Sheep Creek Water Company is that it is entirely dependent on nature for its water supply drawn from multiple groundwater wells and a spring that

naturally flows from a tunnel in the San Gabriel Mountains near Wrightwood. The recharge of the aquifer its wells tap into consists primarily of rainfall and snowmelt.

The drought that began in 2012 and depleted the water table in earnest by 2016 created a crisis for the company. In August 2018, the State Water Resources Con-

trol Board prohibited the Sheep Creek Water Company from making additional water connections until the company is able to establish that its water reserve levels meet state standards. Importation of water from the State Water Project is out of the question, as the cost of conveying that water from the California Aqueduct through See P 3

Councilwoman Gomez Files Federal Suit Vs Colleagues & City Staff In Victorville & Hesperia In Addition To Sheriff's Office



Blanca Gomez

A little more than a month-and-a-half after her reelection to the Victorville City Council on November 3, Councilwoman Blanca Gomez filed a federal civil rights lawsuit on December 21 against Victorville City Manager Keith Metzler, Mayor Debra Jones, former Victorville Mayor Gloria Garcia, Victorville City Attorney Andre de Bortnowsky, former Councilman James Cox, City Clerk Charlene Robinson, Assistant City Clerk Marcie Walters, Deputy City Manager Sophie Smith, Victorville Spokeswoman Sue Jones, the San Bernardino County Sheriff's Department and Hesperia City Manager Nils Bentsen.

Gomez is represented in the lawsuit by La Jolla-based attorneys Marc Applbaum and Bryan Gonzales.

According to the lawsuit, Gomez has been disenfranchised by current and former city officials "as a result of her alliances with pro-immigration and homeless nonprofit organizations."

The suit alleges that on February 6, 2018, then-Mayor Gloria Garcia "publicly See P 7

At A Hearing The Public Was Prevented from Attending Last April, The Upland City Council Approved Bridge/Amazon Distribution Center Project Proposal *from front page*

deemed the offer to increase by \$23 million the \$17 million in mitigation fees that Bridge Development Partners offered and which the city council approved in April to be a significant concession on the part of the developer that should be accepted immediately. Other members of the coalition believe the lawsuit they filed to prevent the Amazon warehouse from proceeding involves principles beyond the simple provision of money, even as much as \$40 million, and that the litigation should not be settled until an environmental impact report on the project is completed and a more exacting audit of the city's actual costs and losses relating to the city hosting a massive merchandise sales and distribution operation which will be transportation intensive and pay no sales tax for five decades is carried out. They are resisting pressure by the city's current mayor, who last year voted as a councilman to approve the project, to simply accept Bridge Development Partners' offer and allow the project to proceed. Moreover, at least some of those activists are convinced the manner in which City Hall and the project's advocates previously sought and are continuing to seek to steamroll the project to completion is an indicator that monetary inducements, i.e., bribes to key city officials and influential community figures, played a role in the project's approval in the first place.

When the Amazon warehouse was first being whispered about in 2018, there was little in the way of concrete information about the proposal. Virtually all of the discussion took

place covertly within the confines of City Hall or between Bridge Development Partners' representatives and selected city staff members, all outside the earshot of the city's residents. When news of the undertaking reached the public, little more was mentioned other than a brief statement that a large-scale project was to fill undeveloped property north of Foothill Boulevard not too far east of the gateway into Upland and San Bernardino County from Claremont and Los Angeles County.

When the project was officially previewed to the Upland community in June 2019, Bridge Development Partners indicated it would be a three-building complex with 977,000 square feet under roof to serve as a distribution center. Amazon was not mentioned. Over the next several months, word spread, nonetheless, that Amazon was the intended tenant. A vocal segment of the community made clear objections to the nature, size and location of the proposed project, maintaining a distribution center would be both inconsistent with and prohibited by the city's zoning and land use regulations for the site; that there is inadequate street capacity around the project site to accommodate the vehicular traffic that would result from the project, creating gridlock; that there would be significant regional air pollution resulting from increased vehicle use; that there would be no sales tax revenue to the city based on Amazon's internet sales model; that there would be a 100-year impact upon the city's infrastructure surrounding the distribution facility based on Bridge Development's 50-year lease and a 50-year extension clause with the property owner, the Bongiovanni Family Trust; that there would be an inadequacy of municipal infrastructure-maintenance revenue in the face of burdens on the city's infrastructure which would hasten its deterioration; that the city was not being empowered

to control or restrict the future intensification of the use at the site; that the project would mar the span along the Route 66 Corridor, at that point known as Foothill Boulevard; and the project would monopolize property, which lies so close to the Foothill Boulevard thoroughfare, more properly suited for traditional commercial use.

As objections to the scope of the proposal manifested, the tentative site plan was modified several times until in October 2019 a revamped conception of the project was presented, one that was reduced to a single structure of 276,250 square feet. When the environmental review documentation for the project was posted on December 16, 2019, it came in the form of a draft negative mitigated declaration as opposed to a full-blown environmental impact report.

A mitigated negative declaration is an environmental review determination made by an elected or appointed board of a governmental agency in which administrative and land use authority has been entrusted which certifies that the environmental impacts from a project will be mitigated by the conditions of approval for that project. This contrasts with an environmental impact report, which delineates not only the impacts in detail but spells out explicitly what the mitigation measures for those impacts will entail.

In that documentation, the project was shown as being further reduced in size to a 201,096-square-foot distribution center to be located north of Foothill and south of Cable Airport near the north terminus of Central Avenue. While the 37-day review period for that document was yet ongoing, on Thursday January 9, 2020, the Upland City Council, the Upland Planning Commission and the Upland Airport Land Use Committee held a joint workshop at City Hall to carry out a discussion of the draft initial study and draft mitigated negative

declaration for the project. The vast majority of the public attending the meeting addressing the city council and planning commission indicated opposition to the project.

A common theme iterated by the project's opponents was that the use of the mitigated negative declaration process to provide certification for the project was inadequate, and an undertaking of the project's scope was more properly evaluated in an environmental impact report. The mitigated negative declaration, those naysayers maintained, was replete with incomplete or erroneous information.

After feedback from the public was accepted in conjunction with the processing of the negative mitigated declaration, which some residents said was marred by the city's failure to post all of the public input and commentary submitted to it, the planning commission met on February 12, 2020 to consider the project. Commissioner Alexander Novikov was absent that evening. Four votes on determinations and/or findings with regard to the project were slated for that night. Voting in conjunction with Airport Land Use Committee members Ronald Campbell and Howard Bunte, the planning commissioners present that evening – Chairwoman Robin Aspinall, Carolyn Anderson, Gary Schwary, Linden Brouse and Yvette Walker – voted unanimously to enter a finding that the project as proposed constituted a use compatible with the city's zoning codes and general plan as well as Upland's airport land use compatibility plan. The planning commission then took up the critical issue of the project's environmental certification. With Commissioner Walker dissenting, the panel voted 4-to-1 to ratify the mitigated negative declaration for the project, making what was essentially a finding that any undesirable environmental impacts would be offset by the conditions of approval imposed on the project.

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The panel voted 3-to-2, with Schwary and Walker in opposition, to recommend approval of the development agreement, by which Bridge Development agreed to provide the city with a combination of developer fees, infrastructure impact fees and fees-in-lieu-of-sales-tax totaling \$16 million to make up for the project not involving the collection of sales tax and to offset the city's infrastructure costs to accommodate the development, including repair to streets worn down by the trucks and vans that will operate out of the facility.

When the project's site plan was considered, a motion to reject it was made, garnering the support of commissioners Schwary, Walker and Brouse. Commissioners Aspinall and Anderson dissented in that vote. The 3-to-2 vote against the site plan was tantamount to a denial of project approval.

Over the next two weeks, the members of the commission were subjected to pressure from project proponents inside and outside City Hall, as well as from lobbyists for Bridge Development Partners. On February 26, the commission reconsidered the project, and then took a follow-on vote, unprecedented in Upland history, to undo the February 12 decision that had rejected the site plan. With Novikov present, the commission reconsidered the matter, at which point Novikov joined with Walker in registering opposition to the site

plan, while Schwary and Brouse reversed themselves from their February 12 votes, resulting in a 4-to-2 recommendation that the city council approve the project's site plan. The vote was non-binding but stood as a recommendation to the city council that it should approve the project.

At a specially-convened meeting called for the specific purpose of considering approval of the project, the city council conducted what was supposed to be the final hearing on the project on April 1.

The April 1 meeting consisted of what was a forum held in a non-public venue at which the city council was to consider the project, using a format that conformed with California Governor Gavin Newsom's mandated precautions against the spread of the coronavirus, involving video/audio link-ups for the council and city officials to interact and brief telephonic input from members of the public.

The Bridge project's opponents, many of whom had openly expressed the concern that city staff was militating toward the approval of the project rather than making an unbiased evaluation of its merits upon which the city's ultimate decision-makers, the city council, would be able to base a fair decision as to whether Bridge should be given an entitlement to proceed, protested that the virtual meeting would prevent the public from

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Faced With Going Out Of Business, Sheep Creek Water Company Looking To Sink More Wells Or Convince the Phelan Piñon Hills Community Services District To Absorb It *from front page*

a pipeline would involve costs the company could not bear.

On April 29, 2019 the Sheep Creek Water Company's consolidation committee met with the Phelan Piñon Hills Community Services District's engineering committee to begin discussions of possible

consolidation of the two water systems. The Phelan Piñon Hills Community Services District's committee members requested that the Sheep Creek Water Company put together a precise plan laying out the terms of such a consolidation. In accordance with that request, the Sheep Creek

Water Company's consolidation committee complied, preparing a plan that was submitted to the Sheep Creek Water Company's board. The board in relatively quick order approved forwarding the plan to the Phelan Piñon Hills Community Services District.

The plan included an appraisal report of the Sheep Creek water system and its related assets, which were valued at \$23,850,000.

Privately owned Sheep Creek Water

Company services 1,183 connections and roughly 4,000 residents in a district that includes Phelan and Pinon Hills. It has six wells and seven large above-ground tanks. The company has water rights allowing it to draft up to 3,000 acre-feet of water annually.

Phelan Piñon Hills Community Services District, determined that despite the company's assets, its ability to meet the growing water needs of its customers and service area would be

challenging. The district rejected Sheep Creek Water Company's proposed consolidation plan as drafted and made no consolidation proposal of its own on different terms than were contained in the plan.

With no prospect for the merger, the Sheep Creek Water Company board immediately moved to explore getting clearance to engage in aggressive well drilling.

In an effort to convince the Phelan Piñon Hills Community Ser-

vices District to reconsider a merger, the Sheep Creek Water Company is networking with the State Water Resources Control Board, the California Department of Financial Assistance, the Infrastructure Engineering Corporation and the California State Office of Water Programs in Sacramento. The Infrastructure Engineering Corporation is now writing up a draft resource management plan to be submitted to the Phelan Hills Community Ser- *Continued on Page 13*

With COVID Deaths Mounting, Yucaipa & Chino Hills Support County In Effort To End Virus Protection Restrictions *from front page*

supervisors, Robert Tyler, lodged a filing with the California Supreme Court, seeking a suspension of the stay-at-home orders and other restrictions to San Bernardino County. Tyler sought for San Bernardino County an exemption from the regional guidelines pertaining to itself as well as Imperial, Inyo, Los

Angeles, Mono, Orange, Riverside, San Diego, San Luis Obispo, Santa Barbara and Ventura counties, and a decree from the Supreme Court that the county would be able to ascertain what restrictions should be applied to residents and businesses within its jurisdiction without interference from the governor. Tyler pursued that request despite San Bernardino County at that time and currently experiencing the highest rate of coronavirus contagion in the Golden State's 58 counties.

Meanwhile, between

December 14 and December 21 inclusive, 134 deaths of county residents were attributed to the disease. That included 52 deaths over a 48-hour period on December 19 and 20. Deaths wholly or partially attributable to COVID-19 in San Bernardino County reached their apex on December 16, when 63 people died. The death rate in December eclipsed that of the summertime coronavirus surge, when, during the seven days of August 2 to August 9, inclusive, 129 people died.

Local officials have

complained that the order is threatening the livelihoods of a vast number of business owners, and that the restrictions have already forced many entrepreneurs out of business permanently, and is on the brink of doing the same to a substantial number of others.

On December 17, the City of Yucaipa announced in a press release that the Yucaipa City council "sent a letter to Governor Newsom expressing concerns about the State's stay-at-home orders and the impacts to the city's restaurants and other businesses." The

letter in part read, "The city council respectfully requests that outdoor dining be reopened immediately statewide, given that there is no medical evidence to support the need to shut down outdoor dining, and in fact some contact tracing studies indicate that all types of dining contribute to only about 1 percent of the COVID-19 cases nationwide. We believe all businesses are essential, because they create jobs and provide the funding necessary to support the essential services that provide the quality of life needs and

safety for our residents." The letter said "this economic disaster will inevitably deepen the crisis of homelessness, raise poverty levels, increase crime and blight and greatly harm our State's most vulnerable populations."

On December 23, the City of Yucaipa filed an amicus curiae, or friend of the court, brief with the Supreme Court, requesting that the order be terminated.

On Tuesday, January 5, the City of Chino Hills filed an amicus curiae brief with the California *Continued on Page 13*

County's Hiring Of 33 Law Firms Will Prevent Them From Representing Plaintiffs Against The County *from front page*

the period of April 15, 2021 to April 14, 2026.

The firms retained under the arrangement are Alvarez-Glasman & Colvin; Arias & Lockwood, APLC; Bergman, Dacey, Goldsmith, PLC; Berman, Berman, Berman, Schneider & Lowary, LLP; Burke, Williams & Sorensen, LLP; Cole Huber, LLP; Collins, Collins, Muir & Stewart, LLP; Cummings, McClorey, Davis, & Acho, PLC; Jeffery W. Grass, PC doing business as Davis, Grass, Goldenstein & Finlay; Dolen, Tucker, Tierney & Abraham, PLC; Dummit, Buchholz & Trapp; Elizabeth M. Kessel, Inc. doing business as Kessel & Megrabyan;

Fagen, Friedman & Fulfrost, LLP; Graves & King, LLP; Gutierrez, Preciado & House, LLP; LaFollette Johnson De Hass Fesler & Ames, APC; Law Office of Pelayes & Yu, APC; Lawrence Beach, Allen & Choi, PC; Lewis, Brisbois, Bisgaard & Smith, LLP; Lynberg, Watkins, PC; Manning & Kass, Ellrod, Ramirez, Trester, LLP; Premier Law PC; Richard D. Jones, PLC doing business as Jones & Mayer Attorneys at Law; Rinos & Martin, LLP; Silver & Wright, LLP; Skane Wilcox, LLP; Sloan, Sakai, Yeung & Wong, LLP; Slovak, Baron, Empey, Murphy & Pinkney, LLP; Smith Law Offices, LLP; Thompson and Colegate, LLP; Wagner, Zemming, Christensen, LLP; Walker & Mann, LLP; and the law firm of Wesierski & Zurek, LLP.

According to a report to the board of supervisors from County Counsel Michelle Blakemore

and Leanna Williams, the director of the county's risk management division, "The estimated combined five-year cost for these contracts is \$61,200,000. These services will be paid on a fee-for-service basis. The cost for the remainder of 2020-21 is estimated at \$2.55 million, and will be paid from various department of risk management funds; sufficient appropriation has been included in the department of risk management's 2020-21 budget. Beginning in 2021-22, annual ongoing public liability attorney costs are anticipated to be approximately \$12.24 million and will be included in the department of risk management's future recommended budgets. Costs are charged back to county departments via premiums billed through the annual budget process."

According to Blakemore and Williams, "The department of risk

management self-administers the county's public liability insurance program. Legal defense for insured claims is provided primarily by the office of county counsel, with supplemental services provided by outside attorney firms with specialized knowledge. In today's litigious climate against public agencies, recent legislative changes, and high-dollar jury verdicts, it is critical that experienced law firms be available to the county when additional services are needed. Contracting with attorney firms allows the county to control expenses with a fixed rate schedule, thereby lowering defense expenses while ensuring representation with legal expertise. The recommended action will establish a list of 33 public liability attorney firms that have specialized public entity experience and have agreed to specific terms that ensure optimal ser-

vice to the county."

The county on July 24, 2020 solicited bids for public liability attorney services by posting a notice to the county's Electronic Procurement Network. Thirty-four law firms submitted proposals. One proposal from Stanzler Law Group was incomplete and was rejected. The other 33 proposals were from the law firms that were retained this week.

Staff from the county's children and family services division, public works and the sheriff's department as well as the office of county counsel and the Arrowhead Regional Medical Center, which serves as the county hospital, served as an evaluation committee, and examined the proposals based upon compliance with requirements listed in the bid solicitation, experience, expertise in defending public entities, and strength in specialties needed to serve

the county, according to Blakemore and Williams. The evaluation committee recommended contracts with all 33 law firms selected by the committee.

Unstated in Blakemore's and Williams' report was that some, but not all, of the law firms retained were selected not because of their ability in defending against lawsuits but to prevent those firms or any of their attorneys from serving as the legal representatives of plaintiffs suing the county. Upon being hired by the county, each of the 33 firms is enjoined from representing any individual or entity suing the county without a waiver from all parties, since acting as a plaintiff's attorney for anyone or any entity suing a defendant that attorney is defending is considered a conflict of interest.

-Mark Gutglueck

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Despite Citizen Calls For A Comprehensive Environmental Impact Report, City Officials Allowed Massive Distribution Center Project To Be Considered And Approved Using A Lesser Standard Of Environmental Certification *from page 2*

effectively weighing in on the matter and would simultaneously allow the council to disregard the input of its constituents without having to deal directly with them. Some of the more vocal members of the project opposition called upon the city council to postpone any decision on the project until such time as the city could resume holding public hearings at which the entirety of those within the Upland community who wanted to attend the meeting at which the council would make that decision could be present to effectively articulate their perspective.

That session was not held physically in Upland's city council chamber, but rather virtually from the respective council members' homes or professional offices, with Mayor Debbie Stone being the only member of the panel at City Hall, where, from her office by means of a video hook-up with the others, she conducted the meeting cybernetically. A video of the council members and the audio of the proceedings, with a 30 to 40 second delay, was broadcast or displayed on the city's local cable network as well as on the city's website.

Mike Poland, Upland's contract planner, briefed the council on the project, and Commu-

nity Development Director Robert Dalquest provided the council with an encapsulation of the development agreement.

Poland stated, "On the basis of the mitigated negative declaration, comments received and the whole record, there is no substantial evidence that the project will have a significant adverse impact individually or cumulatively on the environment."

According to Dalquest, Bridge Development Partners had upped its previous offer of endowing the city with \$16 million in development fees and infrastructure impact/damage offset fees and payments-in-lieu-of-sales-tax to \$17 million in return for approval of the project. He said Bridge had committed, as part of the development agreement, to provide the city with \$14.5 million in what he termed a "sales-tax-in-lieu fee" to make up for the city's loss of sales tax from untaxed sales at the facility. On top of that, Dalquest said, Bridge was purposed to provide some \$2.5 million of in-kind assistance to the city consisting of road improvements and/or signalization on Foothill Boulevard, Central Avenue, Benson Avenue, 13th Street, 15th and 16th Street. Dalquest's emphasis on the \$17 million Bridge Development

Partners had by that point agreed to provide the city if the project garnered approval, came across as a pitch for the project's acceptance.

Critics of the project proposal considered the \$340,000 in average annual offsets that Bridge Development Partners was putting up over the life of the project to be unequal to the actual liability the project represented to the city, most notably in the form of damage to the city's roads from



Robert Dalquest

the trucks and delivery vehicles that would be an intrinsic element of the distribution facility's operations. Of concern to some as well was that there were no provisions for infrastructure offsets being paid to the city if Amazon opted to renew the lease for another 50 years after the expiration of the initial lease.

Dalquest said the development agreement contained a provision that would prevent the tenant's operations from exceeding 50 three-axle truck trips per day or 187 van trips in the morning rush hour or 171 trips in the evening rush hour, leveling a fine of \$45,000 on Bridge Development Partners for any such violations.

Heather Crossner,

Bridge Development's first vice president for development, and Brendan Kotler, Bridge's executive vice president, touted the project to the city council.

Crossner said the project had the support of city staff, the planning commission and the explicit endorsement of 1,100 city residents. She said the project as being considered by the city council had been changed from Bridge's original proposal and had been shaped by public input, based on nearly one year of public discussion and five community meetings and hundreds of pages of written responses to the proposal during the mitigated negative declaration process. She said that the project's value to Upland and its citizens had been "made better... every step of the way" by the "critical" input of the public.

Crossner indicated that Bridge would be more generous to the city than Dalquest had represented. She said the city was to receive \$14.5 million in "voluntary community benefits" that were donated in keeping with the development agreement along with not \$2.5 million in street improvements to the city but rather \$3.5 million.

At a crucial point in the April 1 meeting, when Councilwoman Janice Elliott asked whether Amazon could designate Upland as its point of sale for all of the business it does in California, thereby making Upland the recipient of all sales tax revenue the

company would generate in California, Kotler deflected the request, saying "At this time, we don't have a tenant signed up, and I think the tenant that everyone presumes [Amazon] is going to be on the site, I don't believe they've designated any site like this, any city like this, as a designated point of sale. My understanding is Amazon and a lot of these retailers like Amazon have statewide agreements that prevent them from doing individual agreements with any sort of municipality or city. Let's not forget that this facility is just a portion of a longer logistics chain. So, if every city that had a portion of the logistics chain claimed that they wanted sales tax, then the entire system would break down. It would not be doable in this place at this point to make Upland the point of sale."

The public was heard from by means of a telephonic exchange. Twenty people expressed opposition to the project, and 28, roughly half of whom were members of Victory Community Church who had been hosted to a free dinner by Bridge Development Partners prior to the hearing and whose church was provided with a generous donation by Bridge Development Partners' representatives, spoke in support of it.

Thereafter, the city council's discussion ensued and its members voted to approve the mitigated negative declaration 4-to-1 with Coun-

cilwoman Janice Elliott dissenting. The council then accepted a lot line adjustment for the project site on a 5-to-0 vote. The council, voted 4-to-1 with Mayor Stone and councilmen Rudy Zuniga, Bill Velto and Ricky Felix prevailing and Councilwoman Elliott dissenting to approve the project and its site plan. The council further voted unanimously to approve the development agreement specifying the \$17 million commitment in revenue Bridge Development Partners said it would guarantee the city. The votes provided Bridge Development Partners with an entitlement to proceed.

Shortly after the council's vote to approve the project, Mayor Stone took action to remove from the planning commission Novikov and Walker, the two members of the panel who had consistently voted against approving the project. Subsequently, the unabashedly pro-development Stone moved to appoint Dr. Brinda Sarathy to one of the vacant positions on the planning commission but rescinded that appointment upon learning that Sarathy had spoken out in opposition to the Bridge Point/Amazon project.

In the weeks after the council's approval of the project, a group of citizens, convinced that Dalquest had fallen short of protecting the city's residents from the onerous elements and consequences of the Bridge Point/Amazon project,

Continued on Page 6

Giving Contradictory Rationales, Rancho Cucamonga Water District Has Moved Election Years From Odd To Even To Odd And Back To Even In Ploys That Each Time Extended The Terms Of Its Board Members *from front page*

San Bernardino County hold their elections in even-numbered years, there is an economy of scale which lessens the cost for the individual entities to be included on even-year ballots in comparison to those entities holding their elections in odd years, when fewer elections are held and the agencies or governments involved must defray a larger percentage of the cost of printing ballots and manning voting places. The Cucamonga Valley Water District board members in 2005 asserted that the change was justified by the money the district would save as well as the increased voter participation that was anticipated by consolidating the district's election with the other elections. The San Bernardino County Board of Supervisors thereafter ratified the water district moving its elections to even-numbered years.

The month after the Cucamonga County Water District had resolved to make the change, in the November 2005 election Neufeld was reelected but the voters displaced Stoy in favor of Kathleen Tiegs.

Resolution No. 2005-10-3 consequentially extended the terms of the incumbent board members by one year, such that Wilson, Curatalo and Reed were not obliged to run for reelection in 2007. In 2008, Wilson opted out of seeking reelection. In an eight-candidate contest, Curatalo and Reed were reelected and Stoy finished third and ahead of five others, returning him to the board after a three-year absence.

In 2015, nearly ten years after the Cucamonga County Water District had moved to alter its election cycle, the City of Rancho Cucamonga put on the ballot a special initiative, known as Measure A, a proposal for a local tax increase to

improve street lighting, parks and landscaping on the west side of the city. In order to get the measure passed, city officials had scheduled the vote for an odd-year election at which it was anticipated voter turnout would be limited and municipal officials hoped they could drive to the polls enough civic improvement supporters for the measure to prevail. This strategy called for drumming up support from as many other civic leaders as possible, including the board members of the water district, which at that point had converted its name to the Cucamonga Valley Water District. Rancho Cucamonga Mayor Dennis Michael and Deputy City Manager Lori Sassoon made a presentation to the water board at its September 22, 2015 meeting. At its October 13, 2015 meeting, the Cucamonga Valley Water District Board, at that time consisting of Reed, Curatalo, Tiegs, Luis Cetina and Oscar Gonzalez, passed Resolution No. 2015-10-1 in support of Measure A.

Measure A, however, was proving overwhelmingly unpopular with Rancho Cucamonga's voters. In the closing weeks of the 2015 election season, the measure's opponents were conducting an informational campaign blitz against the measure, and Rancho Cucamonga citizens groups had set up several social media sites on which an overwhelming number of residents were expressing disapproval of Measure A, with many advocating voting against the city council members and any other elected officials who were in support of the tax the next time they were to stand for reelection. Measure A and the local politicians who endorsed it appeared to be in for a shellacking, and that proved to be the case

on November 3, 2015, when Measure A was overwhelmingly defeated 77.97 percent to 22.03 percent, with 2,289 votes in support and 8,103 votes against it.

Even before the proof of voter antipathy toward Rancho Cucamonga's political leaders and their readiness to impose on the city's residents higher taxes was proven at the polls, on October 27, 2015, at its last meeting before the 2015 election, the Cucamonga Valley Water District Board passed Resolution No. 2015-10-5 to return the district's elections to odd years, and, consequentially, skip the election scheduled for November 2016. The stated reasons for the change spelled out in a district staff report were to increase voter participation and to save money on election expenses. A substantial number of Cucamongans, nevertheless, saw the move as one which was calculated to prevent the water board's members from having to suffer the consequences of their support of Measure A and the water board's collective support of tiered water rate hikes earlier that year.

In short order, a handful of Rancho Cucamonga residents took note of the change, questioning the move, seeing in it an effort by the water board to avoid the consequences of having sought to curry favor with municipal officials while deviating from the will of an overwhelming number of the constituents they represented. Moreover, the board's assertion that moving the election to odd-numbered years would increase voter participation was a clear prevarication, as it was absolutely contrary to the established pattern of voter turnout going back more than a century in San Bernardino County, California and the nation, not to mention a contradiction of the rationale two of the board's members – Reed and Curatalo – had given in 2005 when justifying the change to even-numbered year elections. Over a period of months,

the ranks of skeptics grew, forming into a group calling itself Stop CVWD Election Abuse. Questioned were the obvious contradictions between the water board's 2005 and 2015 actions, and what some residents asserted were inaccuracies that were slipped into the public record.

In defiance of the sentiment against the change, the water district board pressed ahead with the application, and the county board of supervisors and the county registrar of voters' office approved and instituted the change in 2016. As a consequence, board members James Curatalo and Randall Reed, who had been reelected in 2012 and Luis Cetina, who had been elected for the first time in 2012, bypassed having to stand for reelection in 2016 and saw their four-year terms increased by one year until 2017, and Oscar Gonzales and Kathleen Tiegs, who had been reelected to their positions in 2014, had their terms extended one year to 2019.

The board's triggering of the voting cycle alteration in October 2015, which was ultimately ratified by the San Bernardino County Board of Supervisors in 2016 and conferred upon its five members the advantage of a one-year term extension, was carried out despite then-Governor Jerry Brown having signed nearly two months prior to the board initiating that action, on September 1, 2015, Senate Bill 415, the California Voters Rights Participation Act, which was passed by the California Legislature earlier that year. Among other provisions, Senate Bill 415 instituted a requirement that all state, county, municipal, district, and school district elections be held on an established election date and, as of January 1, 2018, prohibits a political subdivision from holding an election other than on a statewide election date if holding an election on a nonconcurrent date has previously resulted in voter turnout for a regularly scheduled

election in that political subdivision being at least 25 percent less than the average voter turnout within the political subdivision for the previous four statewide general elections. Given that there had been woefully poor turnout of the Cucamonga County Water District's voters in the years when the district was holding its elections in odd-numbered years, the board members with their October 2015 vote to change the district's elections back to odd-numbered years was in violation of the law.

Nevertheless, no one intervened to stop the change, and in 2016 Curatalo, Reed and Cetina sidestepped the animus of Rancho Cucamonga's voters, who were still irate over the Measure A debacle. The following year, local political tempers had cooled a bit and memory of Curatalo's, Reed's and Cetina's sleight-of-hand had dimmed just enough for them to be reelected. Before 2017 was out, however, Curatalo, Reed and Cetina, along with Gonzalez and Tiegs and assisted by the water district's general counsel, Jeff Ferre, would perpetuate another piece of political legerdemain relating to the district's election cycles that raised a level of outrage dwarfing that which had occurred in 2015.

At the center of it were Curatalo, the district's board president and Ferre, both scions of San Bernardino County political families.

Curatalo's parents were James V. Curatalo, Sr. and Rosemary Curatalo, both of whom served on the Rancho Cucamonga City Council. Ferre's mother's is Maryetta Ferre, formerly a member of the Grand Terrace City Council and that city's one-time mayor. His father was John Franklin "Frank" Ferre, a one-time member of the Colton Planning Commission, Colton School Board, and Riverside Highland Water Company Board of Directors. His grandfather was Albert Huntoon, at one time the mayor of

Colton.

Ferre is an attorney with the law firm of Best Best & Krieger, which specializes in representing governmental agencies, that is, more than 250 public agencies including municipal and county governments, special districts, publicly owned utilities, school districts and regional public safety agencies throughout the United States, including eleven in San Bernardino County. Best Best & Krieger employs personnel who are devoted to staying on top of legislation relating to governmental function so that knowledge can be applied to the operations of the municipalities and public agencies its attorneys represent.

Best Best & Krieger's attorneys conduct seminars, webinars and training on new legislation impacting government function, and the firm has a web page on its website devoted to new laws.

In 2017, the Cucamonga Valley Water District Board of Directors signaled that it wanted to again reverse course and return the district to even-numbered year elections, a bare two years after it had moved to odd-numbered year elections. In doing so, Gonzales and Tiegs were to again see their terms extended one further year, from 2019 to 2020, and Curatalo, Reed and Cetina, who were reelected that year, would have their terms extended from 2021 to 2022. Thus, Gonzales' and Tiegs' election in 2014, to what was then represented to be a four-year term, was to be extended into six-year terms for both. Curatalo's, Reed's and Cetina's elections to what were represented to the voters as four-year terms in 2012 had already been transformed into five-year terms. If the change they were advocating was accepted, the four-year terms they had been elected to in 2017 would likewise become five year terms.

That was too much for a significant contingent

Continued on Page 12

In Atmosphere Where Intimations Of Graft And Bribery Are Rife, Upland Mayor Is Pressing For An End To Litigation That Might Shed Light On The Circumstance *from page 4*

formed a public action committee dubbed Upland Community First.

On July 15, 2020, Upland Community First, represented by attorney Cory Briggs, filed a petition for a writ of mandate, naming the City of Upland. The filing contended that the members of Upland Community First as well as other residents of Upland opposed to the project had their fair hearing and due process rights violated on April 1 when the hearing relating to the project occurred via teleconference despite Councilwoman Janice Elliott's motion to delay the meeting.

A writ of mandate is an order issued to a public agency or governmental body by a judge to perform an act required by law when it has neglected or refused to do so.

Elliott's motion to delay the public hearing was rejected by the other councilmembers, such that "full public participation" in the approval process did not take place, according to Briggs. "The decision to conduct the meeting by teleconference, along with respondent's actions leading up to the meeting, deprived the public of a full and fair opportunity to be heard on the project," the petition for a writ of mandate states. "The decision to hold the meeting in the midst of a pandemic ensured significantly decreased public participation, which is at odds with the well-established public policy of full government transparency and citizen participation in government decision-making. Petitioner's fair hearing and due process rights were violated as a result of respondent's failure to provide a fair hearing on the project."

The petition for a writ of mandate asserts that the defects plaguing the project approval went beyond the manner

in which the public was unable to fully weigh in with regard to its perspective on the Bridge Point Project to the actual impacts of the project and what the petition for a writ of mandate characterizes as the incomplete documentation of those impacts and the inadequate safeguards against them, based on the use of a mitigated negative declaration for the project as opposed to a full-blown environmental impact report.

"Whenever a project proposed to be carried out or approved by a lead agency has the potential to cause an adverse environmental impact, the California Environmental Quality Act prohibits the agency from relying on a negative declaration," the petition for a writ of mandate states. "Instead, the California Environmental Quality Act requires the preparation of an environmental impact report to identify and analyze the significant adverse environmental impacts of a proposed project, giving due consideration to both short-term and long-term impacts, providing decision-makers with enough information to enable them to make an informed decision with full knowledge of the likely consequences of their actions, and providing members of the public with enough information to participate meaningfully in the project's approval and environmental-review process. The California Environmental Quality Act also requires every environmental impact report to identify and analyze a reasonable range of alternatives to a proposed project. The California Environmental Quality Act further requires every environmental impact report to identify and analyze all reasonable mitigation measures for a proposed project's significant adverse environmental im-

acts. An environmental impact report must be prepared for a proposed project if there is a fair argument, supported by substantial evidence in the administrative record, that the project may have an adverse environmental impact; stated another way, a negative declaration may not be used unless the lead agency determines with certainty that there is no potential for the project to have an adverse environmental impact."

The petition for a writ of mandate continues, "There is a fair argument that the project will have significant environmental impacts. By way of example and without limitation, the administrative record is replete with evidence that the project will result in significant traffic, air quality, and noise impacts, among other environmental impacts. The project will also result in cumulative impacts unaccounted for in the mitigated negative declaration. The project's significant direct, indirect, or cumulative adverse impacts on the environment give rise to respondent's legal obligation to prepare an environmental impact report. Respondent's failure to prepare an environmental impact report is a violation of the California Environmental Quality Act."

In seeking to convince the city council to deny the project approval, several city residents at the April 1 meeting dwelt upon the consideration that the zoning at the project site, located north of Foothill Boulevard slightly to the east of Central Avenue, is for mixed commercial industrial use, which they asserted is incompatible with a distribution facility. The only property in the city zoned for such use, they said, was south of Foothill Boulevard.

The petition for a writ of mandate states, "The California Planning and Zoning Law prohibits the approval of any project that is not consistent with the applicable general and specific plans and their components.

The project authorizes land uses and activities that are in some ways inconsistent with the general and specific plans and their components. As a result of respondent's violation of the California Planning and Zoning Law, petitioner, its members, and the general public have been harmed insofar as respondent has approved a project that is inconsistent with the land-use rules designed to protect the public from harmful development."

Also, according to the petition for a writ of mandate, "The project violates the Upland Municipal Code. The Upland Municipal Code permits the approval of a development agreement only if it will provide clear and substantial benefits to the city and its residents. The project's development agreement authorizes land uses and activities that are in some ways inconsistent with the requirements of the Upland Municipal Code. Respondent failed to make the findings required to support approval of the project's development agreement. Respondent has approved a project that is inconsistent with the land-use rules designed to protect the public from harmful development."

The filing of the petition for a writ of mandate, which included a request for an injunction against the project proceeding, resulted in the project being put on hold. The suit sought the voiding of the project's approval, and that the city and applicant be required to complete a comprehensive environmental impact report first if the project is to again be considered. That legal action prevented Bridge Development Partners from moving forward on the project, and as pre-trial legal skirmishing between the two parties has been waged, Bridge Development Partners and Amazon failed to achieve the goal of completing a sufficient portion of the distribution center by mid-fall 2020, which thwarted Ama-

zon's hope that the project would be completed to a sufficient degree so that by Thanksgiving the facility could be in use to facilitate delivery of packages to local residents by the Christmas 2020 shopping season.

Of considerable note is that in the aftermath of the filing of the petition for a writ of mandate, Bridge Development Partners, using the Upland City Councilman Bill Velto, who has since become mayor, as a go-between, took the lead by seeking to engage Upland Community First in settlement negotiations. The nature of Bridge Development Partners' approach to those negotiations has been illustrative of considerations that cut right to the heart of the controversy over the issue, and illustrate a fundamental clash in values between the project's advocates and the project's opponents.

Specifically, the project's proponents and supporters, including Bridge Development Partners, its employees, others affiliated indirectly with the company, city officials and advocates of development in Upland in general, put a premium on proceeding with the project, and have formulated arguments in favor of Bridge Point that emphasize what they assert will be the ostensible initial and middle-term financial advantage of having the warehouse/distribution center in place. Their emphasis was and has remained on the money-making prospect of the project, primarily for Bridge Development Partners and Amazon, but also for the construction industry and those it employs, as well as for the employees who will find jobs at the distribution center in the future. The project's opponents, conversely, dwell on the manner in which the project will present a substantial interruptive impact on the life in the area surrounding the project, including the adjoining cities of Montclair and Claremont. Their emphasis is on the degree to which exist-

ing and future Upland residents' quality of life will be impacted by the project. Moreover, they have questioned whether the financial advantage of the project touted by the project's proponents is actual or a figment in that Amazon's business model as a retailer is not subject to sales tax, and it will deprive the city of the normal advantage of hosting a commercial enterprise, compounded by the consideration that the vehicular traffic generated by the operation will over time lead to the deterioration of the city's streets and roads, representing maintenance and repair costs over 50 years that will substantially exceed the \$17 million Bridge Development Partners was consigned to put up as an element of the development agreement for the project.

Beginning in June 2019 and over the next ten months prior to the project being given go-ahead in April 2020, Bridge Development Partners in seeking project approval made several overtures with regard to providing the city development fees, beginning with an offer of \$6 million. From the June 2019 public unveiling of the project concept as a distribution warehouse until February 2020 when the Upland Planning Commission officially considered the proposal, during which time citizen opposition to the project became apparent and grew, and the infrastructure damage the project would entail and the lack of sales tax involved in Amazon's operations became topics of discussion with regard to the undertaking, the \$6 million offer steadily crept up until by the time of the February 12, 2020 planning commission meeting at which the project was the primary topic of discussion, the development agreement specified a total of \$16 million in payments by Bridge Development Partners to the city. When the city council took up the project on April 1, 2020, *Continued on Page 9*

Gomez In Lawsuit Alleges Broad Governmental Conspiracy To Silence Her

from front page

stated that [Gomez] ‘was a criminal on welfare.’” The suit states that Gomez “is not allowed to either object or cast her vote in favor or in opposition to city council matters.” To support this allegation, Applbaum and Gonzales cited the city council’s vote “approving \$18,000.00 paid by the Victorville taxpayers for attorney fees paid to defendant Andre de Bornowski’s law office that represents civil litigation clients, including, local resident Joe Fekete that had filed a civil harassment lawsuit against the mayor.”

According to the suit, Gomez “is locked out of city council meetings and denied access to city business and documents in an arbitrary and capricious manner.”

The lawsuit further pertains to an incident that took place across the Victorville City Limits in Hesperia. “On August 2, 2018, Blanca Gomez alleges that she was wrongfully arrested as a result of a City Hall employee requesting a citizen’s arrest on suspicion of resisting arrest and trespassing at Hesperia City Hall for assisting local candidates running for public office,” according to the suit.

[Gomez] alleges the city clerk of Hesperia contacted defendant BENSEN [sic] to coordinate the unlawful arrest of [Gomez]. On August 2, 2018, Blanca Gomez alleges that she was wrongfully arrested pursuant to Penal Code § 834 as a result of Hesperia City Manager, defendant Nils Bentsen, who used his personal cell phone to take plaintiff’s picture when she was requesting that [Deputy] Sheriff Crosswhite not videotape her arrest for purely political reasons, capturing and publishing her illegal arrest on the internet for suspicion of resisting arrest and trespassing at Hesperia City Hall for nothing more than assisting local can-

didates running for public office.”

The suit states that “[Gomez] alleges that defendant San Bernardino County Sheriff’s Department commenced a legal action without probable cause solely to embarrass [Gomez] for political reasons as requested by defendant city manager that is intent on harming [Gomez] in retaliation for being independent and honest.”

Gomez maintains that she has a video of her arrest at Hesperia City Hall which establishes she did not resist arrest.

In the aftermath of

San Bernardino County Sheriff’s Department caused her harm and that the officer employed was a substantial factor in causing [Gomez] harm.”

Gomez further alleges an unholy alliance has come to exist between Victorville city officials and the Fourth Estate. “On September 9, 2020, [the] Victorville *Daily Press* leaked [sic] a story that defendant Keith Metzler sent a letter to the California Employment Development Department after his suspicion of employment fraud based on an unemployment claim filed on

mayor and also related to defendant Cox whose stepdaughter is married to defendant city attorney and that Elizabeth Becerra, the newly elected councilmember is a cousin to defendant mayor and that journalist, Rene la Cruz with the *Daily Press*, is a nephew to defendant mayor.”

No journalists are named in the suit.

While the lawsuit does not fully clarify the issue, the mayor referenced appears to be former Mayor Gloria Garcia rather than the current mayor, Debra Jones. Garcia, who was initially

out Gomez’s first three years as councilwoman, she clashed continuously with Garcia, who on numerous occasions used her gavel to admonish Gomez for speaking out of turn, being out of order or engaging in what Garcia considered to be a violation of protocol. On one occasion, Garcia ordered Gomez removed from the council dais and had her removed by the sergeant at arms from the council chamber. Notably, in December 2019, when the city council was deciding on the council officers for the remainder of the year until December 2020, Gomez cast a third crucial vote, along with Garcia and Councilwoman Rita Ramirez-Dean, to keep Garcia as mayor. The hostility between Gomez and Garcia was not as sharp throughout 2020 as it had been previously. Gomez also had a testy relationship with councilmen Eric Negrete and Jim Kennedy until they departed from the council in December 2018.

Upon Gomez assuming office in 2016, her unfamiliarity with Roberts Rules of Order, her motions for city action her colleagues did not support, her involvement in efforts to inhibit the enforcement of federal immigration law and her public utterances regarding action taking place in the council’s closed sessions she considered illegal have antagonized her council colleagues and other city officials.

A failed effort to recall Gomez from office, according to Applbaum and Gonzales, involved a conspiracy of Victorville’s elected officials and staff members.

“[Gomez] alleges that the unsuccessful petition to remove her from office in 2016 was coordinated and financed by defendant Walters [sic], [the] City Council of Victorville, defendant city clerk, defendant Robinson and defendant Cox,” the lawsuit states.

Applbaum and Gonzales maintain “[Gomez] alleges that on October 15, 2020 while hosting a fundraising event at Hook Park in Victorville,

CA for voter registration and election awareness... she was harassed by multiple undercover law enforcement officers.”

City officials and sheriff’s department personnel have actively conspired in an effort to tar her name and reputation and harm her political viability, Gomez alleges in the suit. Both Victorville and Hesperia contract with the San Bernardino County Sheriff’s Department for the provision of law enforcement services.

“At all times material [Gomez] is subjected to systematic harassment, discrimination and intimidation by online Facebook platforms and random blogging as a duly elected city councilmember by all named defendants,” the suit states. The lawsuit proounds that “[Gomez] alleges that all named defendants are systematically disrupting her from performing her duties as a city council member by physically and electronically blocking access to city council meetings and to her city government emails for the sole purpose of keeping her silent and for asking questions about the fraud and corruption agenda being systematically and strategically coordinated by all named defendants.”

According to the suit, “As a proximate cause of the illegal conduct, [Gomez] is seeking nominal damages donated to a charity of her choice and a public apology published prominently in the Los Angeles *Times* and local newspapers in San Bernardino County.”

In addition, the suit requests “that a temporary restraining order be ordered against all named defendants prohibiting retaliation against the plaintiff.”

Neither Victorville officials nor Bentsen nor the sheriff’s department has made any substantive public response to the lawsuit.

No response to the lawsuit by any of the defendants has been lodged at the federal court in Riverside, where the case was filed.

-Mark Gutglueck



Hesperia City Manager Nils Bentsen used his cell phone to snap this photo of the trespassing arrest of Blanca Gomez at Hesperia City Hall on August 2, 2018 after a city employee there claimed Gomez had accessed an area off limits to members of the public while she was attempting to assist two candidates filing nomination papers for that year’s city council race. Bentsen, who was formerly the sheriff’s captain supervising the Hesperia sheriff’s station, distributed the photo to numerous media outlets in the immediate aftermath of the arrest. The San Bernardino County District Attorney’s Office declined to prosecute Gomez on either the trespassing or resisting an officer charges the sheriff’s department cited as the justification for making the arrest.

her arrest, the San Bernardino County District Attorney’s Office did not file charges against her on the trespassing nor on the resisting arrest allegations made by the sheriff’s office.

The suit states that “[Gomez] alleges that defendant San Ber-

May 17, 2020 under the common and ubiquitous name, B Gomez.”

According to the lawsuit, “In Victorville, nepotism is rampant among the elected and appointed officials. Upon information and belief defendant Metzler is a cousin to the defendant

elected to the city council in 2012, served in the capacity of mayor, having been elevated to that position by her council colleagues continuously from 2014 until she departed from the council last month after she failed to gain reelection in November. Through-

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does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 01/01/2021, 01/08/2021, 01/15/2021, 01/22/2021 CNBB52202004MT

FBN 20200011202
The following person is doing business as: REASON JANITORIAL 12559 STRAWBERRY PLACE CHINO, CA 91710; RALPH Q LLOYD 12559 STRAWBERRY PLACE CHINO, CA 91710
The business is conducted by: AN INDIVIDUAL
The registrant commenced to transact

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business under the fictitious business name or names listed above on: N/A By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ RALPH Q. LLOYD, OWNER
Statement filed with the County Clerk of San Bernardino on: 12/10/2020 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county

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clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 01/01/2021, 01/08/2021, 01/15/2021, 01/22/2021 CNBB52202005MT

FBN 20200011664
The following person is doing business as: GABES CLASSIC GARAGE 13677 1/2 CALIMESA BLVD. UNIT 2 YUCAIPA, CA 92399; MAILING ADDRESS 7671 TONNER CIR HIGHLAND, CA 92346; GA-

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BRIEL FELIX 13677 1/2 CALIMESA DR. UNIT 2 YUCAIPA, CA 92399
The business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on: N/A By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ GABRIEL FELIX, OWNER
Statement filed with the County Clerk of San Bernardino on: 12/22/2020 I hereby certify that this copy is a correct copy of the original state-

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ment on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 01/01/2021, 01/08/2021, 01/15/2021, 01/22/2021 CNBB52202006MT

FBN 20200011420
The following person is doing business as: MR.SMOKE

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SHOP 24950 REDLANDS BLVD SUITE D LOMA LINDA, CALIF 92354; 8051 SMOKE SHOP INC 24950 REDLANDS BLVD SUITE D LOMA LINDA, CA 92354
The business is conducted by: A CORPORATION
The registrant commenced to transact business under the fictitious business name or names listed above on: 10/07/2020 By signing, I declare that all information in this statement is true and correct. A registrant who declares as true information which he or she knows to be false is guilty of a crime (B&P Code 179130. I am also aware that all information on this statement becomes Public Record upon filing. s/ NAJED SAKER, PRESIDENT
Statement filed with the County Clerk

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of San Bernardino on: 12/16/2020 I hereby certify that this copy is a correct copy of the original statement on file in my office San Bernardino County Clerk By:/Deputy Notice-This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (see Section 14400 et seq., Business and Professions Code). Published in the San Bernardino County Sentinel 01/01/2021, 01/08/2021, 01/15/2021, 01/22/2021 CNBB52202007MT

In Seeking To Settle Lawsuit Blocking Their Project, Bridge Development Partners Employed Councilman-Become-Mayor Velto To Make Unwritten Settlement Offers To Plaintiffs from page 6

that total had grown to \$17 million, and during the course of that hearing, Crossner seemed to indicate Bridge was amenable to increasing that to \$18 million. The documentation associated with the city council’s approval of the project, nevertheless, quantified the total development fees Bridge Development had committed to as being \$17 million.

During the backroom negotiations that were taking place between the representatives of Bridge Development Partners and Upland Community First after the filing of the petition for a writ of mandate, the amount of money Bridge Development Partners reportedly indicated it would be willing to come across with similarly escalated over time. Information contained in notes and emails obtained by the *Sentinel* show that in September 2020, Bridge was willing to sustain the cost of performing a second environmental assessment of the project, but only with the proviso that the evaluation in no way interfere with the project as previously approved being allowed to proceed. In addition, at that point, Bridge was willing to defray up to \$2 million worth of mitigation of any concerns brought to light by the secondary examination of environmental issues which were not highlighted in the mitigated negative declaration ratified by the city council on April 1, 2020.

Also contained in the offer, which was made

not in writing but conveyed to Upland Community First through then-City Councilman and now-Mayor Bill Velto, was an offer to provide Upland Community First with a \$3 million endowment, which the group would be free, in Velto’s words, to “spend directly as you see fit in the community.” Velto added that he had sought to piggyback on Upland Community First’s efforts by seeking to have Bridge Development Partners provide “\$5 million more for the city,” consisting, he said, of “\$2 million for the police budget, \$1 million for the Police Foundation and \$2 million towards [the] unfunded California Public Employees Retirement System” pension debt. Conditional upon these terms was that Upland Community First dismiss the suit in its entirety and allow the project to move ahead immediately.

Virtually all of the members of Upland Community First were taken aback by the offer made by Bridge Development Partners through Velto, in that they had collectively undertaken the petition for a writ of mandate to force the city to subject the project to a comprehensive and independent environmental review, consisting of an unbiased, forthright and professionally credible environmental impact report. Bridge Development Partners’ offer through Velto was made conditional upon the project being approved no matter what the findings of the environmen-

tal assessment turned out to be, and that the mitigation measures were to cost no more than \$2 million. That conveyed to the members of Upland Community First that Bridge Development Partners had missed the entire implication of Upland Community First’s action and misunderstood the group’s motivation. Moreover, many considered the \$3 million offer to the group itself to border on a bribe offer, or to otherwise be an insult to their integrity. Taken together with the manner in which Bridge Development Partners had provided donations to Victory Community Church in an apparent exchange for endorsements of the project by that church’s members, the consideration that the city’s senior land use professionals such as Dalquest and Poland had steamrolled over the requests of city residents that a full-blown environmental impact report be completed for the project, Felix’s departure from the council less than two months after he cast his vote in support of the Bridge Point project, Stone’s sacking of Novokov and Walker after they voted as planning commissioners against allowing the project to proceed and her rescission of her appointment of Sarathy to the planning commission upon learning of Sarathy’s outspokenness against the project, and Velto’s advocacy of the project in the face of the growing opposition to it, Bridge Development Partners’ overture with regard to the \$3 million payment to Upland Community First led a handful of well-informed Uplanders to conclude that some level of graft took

place to facilitate the passage of the project. A virtual who’s who of those at City Hall fell under a cloud of suspicion in this way. Then-Mayor Debbie Stone, former Councilman Ricky Felix, Velto, Councilman Rudy Zuniga, Planning Commissioner Robin Aspinall, Planning Commissioner Carolyn Anderson, Planning Commissioner Gary Schwary and former Planning Commissioner Lindon Brouse, all of whom had cast votes either giving the project approval or recommending that it be looked at favorably, were suspected to have been improperly influenced in one fashion or another by Bridge Development Partners. Upland City Manager Rosemary Horning, Upland Community Development Director Robert Dalquest and Upland Contract Planner Mike Poland, all of whom were instrumental in ushering the Bridge Point project toward approval and had militated to some degree on behalf of Bridge Development Partners to prevent a full-blown environmental impact report on the project from being carried out, were similarly regarded as suspect by a cross section of Upland residents who were skeptical as to whether the project’s positive attributes outweighed the burden it would place upon the city, its infrastructure and its residents.

As Upland Community First resisted the efforts by Bridge Development Partners to pressure them into settling with the city with regard to the petition for a writ of mandate short of a trial, Bridge Development Partners and Velto, who defeated Stone in Up-

land’s mayoral race on November 3, intensified their efforts to dissuade Upland Community First from pressing the litigation against the city relating to the Amazon distribution center to trial. On December 7, 2020, Velto, just prior to being installed as mayor and at that point having apparently been entrusted by Bridge Development Partners with serving as that company’s representative in the quiet but intense negotiations with Upland Community First in an effort to convince the nonprofit to drop its legal action against the city that was preventing the project from proceeding, tendered an offer that would boost the \$17 million in development fees contained in the documents accepted by the city council in April 2020 to \$30 million, that figure consisting of development fees and infrastructure impact/damage offset fees along with payments-in-lieu-of-sales-tax.

“I am certain,” Velto told Upland Community First, “the City of Upland could benefit by a possible additional 10 million dollars from the Bridges (sic) Development for their project, and a total of approximately 30 million dollars to the city.”

Along with the additional money, according to Velto, Bridge Development Partners would be willing to revisit the environmental issues pertaining to the project, though he shied away from providing a guarantee that Bridge Development Partners would commit to the comprehensive environmental impact report Upland Community First had made the centerpiece of its litigation against Bridge Develop-

ment Partners. In various exchanges, emails and texts, some of which have been obtained by the *Sentinel*, Velto spoke of an “EIR” [environmental impact report], but looking at the context of his offers on behalf of Bridge Development Partners, his references are not to an independent environmental impact report undertaken anew, but rather working with the data generated previously to form the basis of the mitigated negative declaration approved by the city council on April 1, 2020. At one point, nonetheless, Velto did indicate that the environmental evaluation in question could be carried out by a firm of Upland Community First’s choosing.

“It was suggested and tentatively offered by Bridges [sic] Development that they pay the cost for Upland Community First to take the MND [mitigated negative declaration] to an EIR [environmental impact report] company of your choice for review,” Velto texted members of Upland Community First on December 7, 2020. “If that company finds items that need to be mitigated, Bridges [sic] Development will make considerations to mitigate those items found by that EIR company.”

In his negotiations with Upland Community First, Velto listed out other options, which in some fashion appeared to be an effort to provide himself and Bridge Development Partners with negotiating leverage. One of those included “Bridges [sic] abandons the project in its entirety,” in which case, he said, “the city gets NOTHING [Velto’s

Continued on Page 11

Developer's Willingness To Spread Cash Around After Legal Challenge Renews Bribery Intimations Regarding City Of Upland Officials Dispensing With An Environmental Impact Report For A Massive Distribution Facility Project *from page 10*

capitalization].”

One other option Velto outlined, which included the concession of undertaking a comprehensive environmental impact report, came at the price of allowing Bridge Development Partners and, by extension, Amazon as the eventual tenant, to expand the single warehouse facility to the originally proposed 977,000 square feet. That option Velto indicated, would involve the project enlarging to a distribution center involving three buildings, almost five times the size of what was given approval by the city council on April 1, 2020, and reducing the \$17 million in developer fees, infrastructure impact fees and fees-in-lieu-of-property tax to \$3 million. In that scenario, Velto said “Bridges [sic] Development does an EIR, mitigates all items identified by the EIR. Bridges [sic] Development now has the EIR that will allow for the ‘original 3 warehouses’ that was presented to the planning commission that were approximately 1 million square feet in size. Bridges [sic] Development only pays the city the ‘impact fees’ of approximately 3 million dollars, does not contribute the additional 17 million, plus additional 10 million suggested.”

Velto cautioned Upland Community First that it should not walk away from the deal that Bridge Development Partners was offering. “If Upland Community First loses in court, Bridges [sic] Development builds the project, and Upland loses 10 million in additional benefits from Bridges [sic] Development. This additional 10 million would be used to meet the needs for services and projects made as suggestions to Bridges [sic] Development, that have been previously presented. These suggestions

included the salaries for 2 additional police officers for 10 years, another 1 million to the police officers foundation, the additional completion for the south side of Foothill Boulevard from Benson Avenue to Central Avenue, and other improvements throughout the city for over 5 million dollars.”

To nearly all of Upland Community First's members, Velto's apparent willingness to have the city accept funding from Bridge Development Partners without securing the full environmental impact report for the project that the group is requesting raised concerns that he and the rest of City Hall would surrender to the company and its corporate officials decision-making authority with regard to a number of civic issues that were normally the purview of the city council. At least one member of Upland Community First, however, was willing to accept the concessions Bridge Development Partners was offering through Velto, the *Sentinel* has learned. His was the minority position within the group.

Despite his effort to act as what was essentially a go-between in Bridge Development Partners' effort to persuade Upland Community First to drop its lawsuit, Velto insisted that “for the record, I am not negotiating. I am making suggestions to remedy this so that the city benefits from a project at that location.”

That Velto had involved himself in the negotiations pertaining to Bridge Development Partners was noteworthy in that the city as the respondent and defendant in the lawsuit brought by Upland Community First was represented by Interim City Attorney Steven Flower and two of his colleagues with

the law firm of Richards Watson and Gershon, Ginetta Giovinco and Marvin Bonilla. Bridge Development Partners, which was named as a respondent and real party in interest in the legal action, was represented by Amanda Monchamp of the law firm Monchamp Meldrum.

The use of Velto as a cutout in this fashion is of note, in that he, as a city councilman and now mayor, is technically a defendant in the action brought by Upland Community First and is represented by legal council – in this case Flower, Giovinco and Bonilla as well as the law firm of Richards, Watson & Gershon. By having Velto proffer the potential settlement terms, Bridge Development Partners avoided putting anything in writing and preserved a degree of deniability which would allow the company to ascertain what the rough parameters of a settlement between Upland Community First and the city would look like, positioning it in a stronger position to engage in final stage negotiations with Upland Community First prior to any settlement short of the matter being hashed out in court.

Ultimately, according to information available to the *Sentinel*, after Velto was sworn in as mayor, a settlement was placed on the table that called for Bridge Development Partners upping the \$17 million in developer fees, infrastructure impact fees and fees-in-lieu-of-property tax that Bridge Development Partners had committed to providing at the April 1 meeting in which the project was given approval to \$38 million and then \$40 million to cover infrastructure and service demands, refurbish the city's roads damaged by Amazon vehicles and provide payments-in-lieu-of-sales-tax from Amazon's operations over the 50-year lease life of the building. In exchange, the expectation was that the demand for the insisted-upon environmental impact re-

port would be set aside in return for a far less rigid “environmental analysis” and an understanding that the warehouse operation would be allowed to expand, at the discretion of the occupant, presumably Amazon, to the original three-structure, 977,000 square-foot complex previewed to the city in June 2019.

While it appears that Bridge Development Partners is still interested in pursuing that proposal, Upland Community First is not inclined toward accepting anything other than a requirement that a full-blown environmental impact report be carried out before the project is given clearance to proceed. The apparent belief of most of the members of Upland Community First is that a competently carried-out environmental impact report will delineate issues that were glossed over during the remotely-held April 1, 2020 city council meeting, and will force out into the open that there are unmitigatable elements of the project, which would then require a special finding of overriding considerations by the city council in order for the project to proceed. This would give the city council, if it has the will to avail itself of it, the leverage to demand and/or negotiate offsets from Bridge Development Partners in order for the project to proceed, Upland Community First members calculate. Moreover, erasure of the April 1, 2020 approval of the project and reconsideration of the project would extend the opportunity for there to be an explicit identification of Amazon as the intended occupant of the warehouse. This would, potentially, at least some of the members of Upland Community First believe, provide an opportunity for the city during a renewed consideration of the project, to extract from Amazon/Bridge Development Partners far more substantial payments-in-lieu-of-sales-tax than was ratified by the city

council on April 1, 2020.

Inherent in the controversy over the Bridge Point Project are two potentially explosive issues.

One of those consists of the inclusion in the plan approved on April 1, 2020 a total of 1,486 parking spaces for delivery vans and cars, which does not include the space earmarked for semi-trucks. By multiple analyses, the 1,486 parking spaces is substantially excessive for a 201,096-square foot warehouse building that is to serve as a distribution center, even allowing for employee parking as well as all order of delivery vehicles that would typically be involved in a building of that size.

Two possible rationales for having that number of parking spaces at the distribution facility have been speculated upon. One is that Bridge Development Partners/Amazon has every intention of enlarging the 201,096-square foot facility to three buildings totaling 977,000 square feet.

Another widely-repeated report, which the *Sentinel* was unable to verify, was that Bridge Development wanted to pave the property because the site is contaminated by aviation fuel that has accumulated beneath ground level on the property, which is proximate to Cable Airport. Imposing a layer of asphalt or concrete over the lion's share of the 50-acre site would render it difficult to ascertain the level of contamination on the property. It has been suggested that Bridge Development Partners and Amazon want to head off the possibility that one or both will be hit with a mandate to do an extensive contamination cleanup of the property and the aquifer beneath it.

Even more disconcerting are recurrent reports or circumstances suggesting that something untoward occurred in the set of events leading up to and including the approval of the project last April. Many

residents found it troubling that the Upland Planning Commission originally recommended against allowing the project to proceed, and then abruptly reversed course, voting to change its crucial findings to call for the project to be approved by the city council. Thereafter, with a bevy of Upland residents calling for a comprehensive environmental impact report to be completed before the project was considered let alone approved, and equally intense citizen advocacy for holding off on the public hearing process until a forum in which the public could actively appear and participate in person before the city council, city officials' resolve to carry out the public forum for the project's preview and consideration in a virtual format in which the public had no opportunity to present visual, informational or media materials or documentation, coupled with Bridge Development Partners' provision of inducements to the Victory Community Church and Upland Chamber of Commerce to encourage their members to endorse the project, engendered suspicion that the company bribed Upland city officials to obtain project approval.

Now, in the face of Upland Community First's challenge of the project approval without a full environmental impact report, word that Bridge Development Partners is willing to more than double the development and infrastructure impact/damage offset fees and payments-in-lieu-of-sales-tax over what the company previously committed to, there is a burgeoning belief within the community that Upland city officials were improperly influenced to give the project approval. Given that city officials were earlier willing to limit the development fees and impact offsets that Bridge Development Partners was to pay to \$17 million and the company is now amenable to providing the city with

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Former County Registrar Of Voters Said Cucamonga Water District Board “Gamed The System” In Finagling Adding Years On To Their Terms In Office

from page 5

of Rancho Cucamonga voters, including those who had been active as part of the Stop CVWD Election Abuse group in 2016, when they had importuned both the district’s directors, the district’s legal counsel, the county board of supervisors, and the registrar of voters not to institute the switch to the odd-numbered year elections at that time, only to be met by what they considered to be an arrogant defiance of their wishes, together with pronouncements that the election changeover was not only well-advised but warranted and legal. Particularly galling was that the district and its ratepayers were paying Ferre, who at that point had more than 25 years experience representing public clients on a variety of public law matters, and the firm for which he works, Best Best & Krieger, top dollar for legal advice. Ferre, whose assignment is to monitor all of the district’s activity and its governing board’s actions for legal compliance, signed off on the election change in 2015, and in 2016 told the San Bernardino County Board of Supervisors that it had no legal grounds to block the election year shift for the district.

In 2017, claiming that he had not been aware of Senate Bill 415’s passage when he advised the Cucamonga Valley Water District Board of Directors in 2015 that they could proceed with moving the district’s election to odd-numbered years, Ferre insisted that a reversal of the action taken two years before was necessary because Senate Bill 415 left the district no choice but to switch its elections back to even-numbered years.

Among those crying foul was Mark Gibboney, a retired police officer and a 36-year resident of Rancho Cucamonga.

In 2016, Gibboney asserted that the Cucamon-

ga Valley Water District resolution changing the district elections back to odd-numbered years adopted on October 27, 2015 was sprung on the community with no warning. Gibboney cited “erroneous statements of fact” made in presenting the resolution. “The staff report for that resolution indicated a recommendation was ‘Based on direction provided by the board.’ Minutes of previous meetings do not indicate any ‘direction’ given by the board on this subject,” Gibboney said.

Gibboney said the impetus for the board’s action was the overwhelming resident disapproval of Measure A and Curatalo’s, Cetina’s and Reed’s recognition that they were very likely to bear the hostility the voters had for their support of the taxing scheme at the next election. Curatalo, Cetina and Reed, along with Gonzalez and Tiegs, had involved themselves in “political shenanigans” aimed at benefiting themselves at the expense of their constituents, Gibboney said. The board members believed most of Rancho Cucamonga’s voters would forget about the underhanded action they had engaged in “with the passage of time,” Gibboney said. The board had tilted the electoral playing field to its advantage in 2015 with the change in the election cycle as well, Gibboney said, because “lower voter turnout favors incumbents.”

After the San Bernardino County Board of Supervisors was presented with the request by the Cucamonga Valley Water District to shift its elections back to even-numbered years, that panel took up the matter at its March 20, 2018 meeting. At that meeting, Gibboney, in reaction to Ferre’s insistence that the board of supervisors had to go along with the water

board members’ move to confer on themselves what would in essence be two extra years in office as “so much new hogwash.” Gibboney noted that the water district’s officials were backtracking and changing their story from what they had maintained previously in 2015 and 2016 when they had asked for the election year shift. Gibboney, who indicated his support for holding the district’s elections in even-numbered years, pointed out that the district and its directors had deviated from the best practice by requesting the change to odd-numbered year elections over the objections he and other residents of the district had made. Those forthrightly raising those objections, Gibboney said, had been bulldozed over by the district’s board members and Ferre. He suggested that the district’s request for a shift back to even-numbered year elections be granted, but with the modification that Gonzales and Tiegs, who at that point had last been elected in 2014, have their original terms set back to what they originally were, terminating in 2018 rather than in 2020, and that Curatalo, Reed and Cetina, who were reelected in 2017 after they were given a one-year term extension on the four-year term they had previously been elected to in 2012, have their then-ongoing term terminate in 2020. The board of supervisors, Gibboney asserted, had the authority to do just that under California Elections Code Section 10404, which states that a board of supervisors has the discretion to approve a resolution for a special district election within its jurisdiction being conducted on the dates specified by the board of supervisors. In this way, Gibboney said, directors Reed and Curatalo would have served their three latest terms lasting a total of 13 years, only one year more than a four-year average instead of the 15-year total or five year average they were requesting. Director Cetina would in that

way serve two terms lasting a total of eight years, exactly what he was entitled to when he was elected, Gibboney said, and directors Gonzales and Tiegs would serve what was then their current term for four years, not the six years they were seeking with the election year shift they were requesting.

Ferre insisted that the law required that an elected official’s term could only be lengthened and not shortened. Under questioning by Supervisor Janice Rutherford, whose Second Supervisorial District encompasses the jurisdiction of the Cucamonga Valley Water District, Ferre, who in 2016 had asserted that the board of supervisors did not have the discretion to deny the water district’s request to shift its election cycle, sought to blame the county and the board of supervisors for having gone along with the district’s return to odd-numbered year elections.

“The request to change to odd-numbered years was worked in concert with county staff at the time, so it was not just us, it was county staff at the time, also, that came forward and said this is something that was going to be changed,” Ferre said.

This offended Rutherford, who asked Ferre how it was that the district had requested, through a resolution passed in October 2015, a change to odd-numbered year elections when a state law signed by the governor on September 1, 2015 called for the elimination of odd-numbered year elections.

“How did this request come to the board in 2016 without recognition of SB 415 at that time?” she asked. “How could the district have been unaware of the law?”

Paralyzed like a deer in highbeam headlights, the best Ferre could do was prevaricate. “We were unaware... We were, uh, uh... We were aware of it, but...” he said, his voice trailing off. He did not finish the sentence.

Rutherford said, “If

this was the district’s decision, then you’ve got to own it fully. You can’t say county staff helped you accomplish that...”

Ferre interrupted Rutherford, “We did,” he claimed. “SB 415 required that we go through the analysis and make that decision on January 1, 2018. We did so. And that’s why we’re here today.”

Ferre nevertheless seemed unwilling to acknowledge that the district’s disregard for Senate Bill 415 in 2015 and 2016 conferred an extra year in office on all of the district’s elected officeholders and that the action the water district was requesting at that point would confer on its board members another year in office that they did not earn at the polls. He insisted that the supervisors had no choice but to go along with the water district’s plan to return its election cycle back to even-numbered years just two years after it had demanded that the board of supervisors ratify moving the district to odd-year elections, thereby politically benefiting the water district’s elected leadership twice for what he insisted was a simple mistake rather than a deliberate ploy to confound the democratic process.

“The item before you is simply to approve it, and you can only disapprove it if it won’t fit on the ballot,” Ferre said. “That’s good news for you, ‘cause it’s really not in your discretion.” Ferre said any “blowback” from the change would be borne by the water district board members and not the county board of supervisors.

Michael Scarpello, who at that time was San Bernardino County’s registrar of voters and chief election officer, offered an overview of the issue.

“On October 25, 2005, the board of directors of the Cucamonga Valley Water District adopted a resolution to move its elections to even years and the San Bernardino County Board of Supervisors approved the resolution,” Scarpello

said. “On October 27, 2015, the board of directors of the district adopted a resolution to repeal its move to the even-year election cycle and this board approved the request on February 9, 2016. The result of the district’s move back to the odd-numbered year election cycle was that the terms of office for three directors whose terms were scheduled to end in 2016 were extended by one year to 2017. In addition, the terms of office for two directors whose terms were scheduled to end in 2018 were also extended by one year to 2019. California Elections Code section 10404(i) recognizes that this term extension will occur.”

Scarpello continued, “On December 20, 2017, the district’s board of directors adopted a third resolution. This resolution requested, for a second time, that the district’s elections move to even-numbered years, commencing with the November 2020 Presidential General Election. The district states it is making this request in order to comply with Senate Bill 415, which was enacted by the legislature in 2015 and requires that districts with low voter turnout in odd-year elections present a plan to move their elections to even-year elections no later than November 2022. The district’s request to move the election is being presented to you today for your consideration. The effect of approving this resolution is that three of the directors who appeared on the ballot and were reelected in 2017 and are scheduled to serve a term ending in 2021 will now have their term extended by one year and their term will now end in 2022. Two of the directors who were last elected in 2014 and are currently scheduled to end their terms in 2019 will have their terms extended an additional year and their terms will now end in 2020, the result being that these two directors will end up serving a six year term.”

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Bridge Development Partners Corporate Officers Say Their Project Will Be Of Benefit To Upland & Insist Their Dealings With City Officials Were All Above Board *from page 11*

\$38 million to \$40 million, the impression is that city officials sold the city and its residents short by some \$21 million to \$23 million.

The *Sentinel* asked Bridge Development Partners Executive Vice President Brendan Kotler if his company offered or provided any inducements to Upland's municipal staff members, its elected officials or its appointed officials to obtain the approval given to the Bridge Point Project or if his company utilized a cutout or surrogate to offer or provide any inducements to Upland's municipal staff members, its elected officials or its appointed officials to achieve that goal.

The *Sentinel* further inquired as to whether Kotler's company or any entity working on its behalf had made any promises to Upland's municipal staff members, its elected officials or its appointed officials to obtain the approval given to the Bridge Point Project.

The *Sentinel* asked Kotler if his company or anyone acting on its behalf arranged payments to former Mayor Debbie Stone, former Councilman Ricky Felix, former Councilman/current Mayor Bill Velto, Councilman Rudy Zuniga, Planning Commissioner Robin Aspinall, Planning Commissioner Carolyn Anderson, Planning Commissioner Gary Schwary, former Planning Commissioner Lindon Brouse, Upland City Manager Rosemary

Hoerning, Upland Community Development Director Robert Dalquest, Upland Contract Planner Mike Poland or Upland Associate Planner Joshua Winter. The *Sentinel* also inquired of Kotler as to whether Bridge Development Partners had made any offer of future employment to Dalquest, Poland or Winter and whether he would be willing to rule out any possibility that Bridge Development Partners



Brendan Kotler

will come to employ Dalquest, Poland and/or Winter in the future.

The *Sentinel* asked Kotler as well to explain how and why it is that at this point, in the aftermath of the legal action by Upland Community First, he and his company are willing to more than double the development fees, infrastructure damage/impact offset fees and fees-in-lieu-of-sales-tax that were offered to the city at the time the project was approved in April 2020.

On January 1, Kotler told the *Sentinel*, "Any suggestion that we did anything wrong is baseless."

Thereafter, Bridge Development's First Vice President for Development, Heather Crossner, provided a more

in-depth response to the *Sentinel's* inquiry.

"The assertions imbedded in the questions you are asking are entirely false," Crossner said. "They have no merit or basis in fact. Bridge and the City of Upland followed the public process in accordance with all laws. At no time has Bridge, or any representative of Bridge or anyone affiliated in any way with Bridge, engaged in any of the activities referenced in your questions. Nor have you presented any evidence to substantiate any claims to the contrary."

Crossner said, "We are extremely proud of the Bridge Point Upland project. It will be a new state-of-the-art warehouse project on an abandoned 50-acre site that has been an eyesore at an important gateway to the City of Upland for nearly a century. The project will beautify the site with 11 acres of landscaping and 1,000 new trees, create new jobs, and construct one of the most sustainable warehouse facilities in Southern California."

A full environmental impact report for the project was not necessary, Crossner maintained, since the environmental assessment of the project undertaken for the purpose of providing the city council with the basis for its mitigated negative declaration was adequate both technically and legally.

"After careful consideration, the City of Upland, city attorney's office, and multiple independent peer reviewers determined that the mitigated negative declaration was thorough and fully analyzed the project consistent with the California Environmental Quality Act," Crossner said. "Mitigated negative declarations are the most prevalent type of California Environmental Quality Act document used throughout the state."

The project is not onerous, despite the claims of its critics, Crossner said, and it was dealt with responsibly by Upland officials, she as-

serted. "The city council's approval of the project was far from a rubber stamp; rather, Bridge's dialogue with the community and city officials resulted in major project changes over two years," she said. "For instance, the project was reduced in size by 75 percent, from three buildings totaling 1 million square feet to one building of 201,096 square feet. The number of truck trips was also capped and reduced by 90 percent from the original proposal, among many other project changes. Bridge has no intention to change the project approved by the city, and any modifications would require an entirely new public approval process. Importantly, as part of the project approvals, the city council requested and voted to adopt a development agreement. The development agreement is required by law to provide community benefits, and all public benefits included in the agreement were driven by requests from the city based on public comment. The city council and city staff worked diligently and zealously on behalf of Upland community members at every step of the project's lengthy and transparent public approval process. As a result of those efforts, the city obtained a community benefits package totaling \$17 million. This will provide critical funding for the Upland Police Department, street improvements, youth initiatives and improvements to the Upland Public Li-

brary. The funding will also support the Upland Veterans Monument Project, honoring those who have served or are currently serving in the United States Military."

Bridge Development Partners remains evasive with regard to certain specifics about the project, including most notably clarifying if Amazon is indeed the intended eventual tenant or leaseholder of the warehouse/distribution center Bridge Development Partners is seeking to build. The 50-acre site in question is reportedly subject to a ground lease from the Bongiovani



Heather Crossner

Family Trust, such that Bridge Development Partners, or perhaps Amazon, is to carry an option to extend the ground lease another 50 years.

Crossner did not address the concerns of Upland Community First and other citizens that the cost of redressing the wear and tear on the city's streets from the transit of vehicles coming into and leaving the distribution center alone will far exceed, over the 50-year lease life of the project even before an option for a second 50-year lease is actuated, the \$17 million Bridge Development Partners has committed to paying

the city.

Indeed, Crossner seemed to indicate there was no accuracy to the report that her company was amenable to upping the combination of development fees, infrastructure damage/impact offset fees and fees-in-lieu-of-sales-tax from the \$17 million referenced in the documentation considered by the city council when it ratified the development agreement and gave go-ahead to the project on April 1 last year to the \$38 million or \$40 million Velto reportedly assured Upland Community First the city would receive from Bridge Development Partners if the citizens group agreed to dispense with its litigation and settle the matter so the project could proceed.

"We cannot comment on any confidential settlement discussions that may or may not be happening, because any such discussions would be confidential under the California Civil Code," Crossner said. "We can comment that dollar figures referenced in your questions [\$38 million to \$40 million] are wholly inaccurate."

Instead, Crossner in her statement indicated that the best the city could hope to get out of the project was the \$17 million the documentation presented to the city council at the April 1 meeting appeared to promise.

"The project guarantees annual revenues for the City of Upland of

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Sheep Creek Water Company Yet Pursuing Merger With Phelan Piñon Hills Community Services District *from page 3*

Piñon Hills Community Services District as part of a new consolidation proposal.

Meanwhile, the company has made applications for extending its timeframe for drilling more wells, and company officials are hoping

that with more wells in the company's inventory and support from the state, the Phelan Piñon Hills Community Services District will see the acquisition of the water company and its assets as worth pursuing.

-Mark Gutglueck

California Attorney General Says Governor Newsom Acted Responsibly & Within His Authority In Ordering Precautionary Business Closures *from page 3*

from page 3

nia Supreme Court, asserting that Governor Newsom's order was unconstitutional and economically destructive.

On December 29, California Attorney General Xavier Becerra, representing Newsom, submitted a response to San Bernardino County's filing with the Su-

preme Court, stating, "Amid an unprecedented surge in the COVID-19 pandemic, petitioners ask this court to exercise its original jurisdiction to strike down public health orders seeking to contain that pandemic."

Deaths and a burgeoning infection rate demonstrate the need

for public safeguards, Becerra maintained, and he said Newsom was acting within the scope of his authority as governor, and responsibly meeting his duty as the state's highest elected official.

"The challenged public health orders are authorized not only by the Emergency Services Act, but also by additional, unchallenged provisions of the Health and Safety Code," Becerra pointed out.

-Mark Gutglueck

Cucamonga Water District's Attorney's Prevarications In 2018 Resulted In Board Of Supervisors Delaying For Almost Three Years Shifting The District's Election Cycle Back To Even-Numbered Years *from page 12*

Scarpello then indicated that it appeared the five members of the Cucamonga Valley Water District board were gaming the system to add years on to their elected terms without having to stand for election, but said the loophole in state election law presented them with the opportunity to do just that.

At that point, Rutherford sought to focus on the water district's 2016 move in defiance of Senate Bill 415.

"You mentioned legislation, SB 415, that was passed in 2015," Rutherford said.

"That's correct," said Scarpello.

"So, the district's request in 2016 to this board, at which time county counsel told us we had no discretion at that point, how does the district explain that they made a request that was out of compliance with already passed state law?" Rutherford asked.

"I don't believe that they have explained that to me," Scarpello responded.

Rutherford said, "We're now faced with a situation where they are extending their own terms far beyond what I believe the legislature envisioned and far beyond what is the appetite of the community. This is not how democracy is supposed to work. You don't get to just extend your term over and over again."

When the board of supervisors sought to explore, as Gibboney had suggested, whether it could grant the water district's request to readopt even-year elections and adjust the terms to what they had been prior to the shift to odd-year elections that grew out of the district's 2015 request ratified by the board in 2016, County Counsel Michelle Blakemore told the board of supervisors that "This board does not have discretion" to shorten terms. Those

opposed to granting the water district's board members the term extensions, she said, could "take it to court. The six-year term, if they want to challenge that, we really don't know where a court would come out on that. The board has no authority to not approve the resolution."

Supervisor Curt Hagman, while saying he felt that the board of supervisors was essentially bound by the law in having to support changing the district back to an even-year election cycle, suggested that the district's voters should use their power of recall to remove the board members from office for the way in which they had manipulated the system to provide themselves with extended terms. Hagman then moved to ratify changing the Cucamonga Valley Water District's election cycle back to even-numbered years beginning in 2020. When no others seconded the motion, then-Supervisor Robert Lovingood, as the board chairman, seconded it. The vote was cast, and the motion failed, with Lovingood and Hagman supporting it and Rutherford and then-supervisors Josie Gonzales and James Ramos opposed.

Curatalo in 2016 acknowledged to the *Sentinel* that he was the prime mover in bringing about the changeover to odd-numbered year elections.

Curatalo admitted in 2018 that the financial benefit the switch to odd-year balloting was predicated on did not materialize. "Some information has changed," Curatalo said. "The costs projected are not what we thought they would be. There is not the cost savings we expected. Nevertheless, he insisted, the board's intention was honorable and not tainted with venal political calculations. "The members of the board are good, honest people,"

he said. "Every decision we make is made on behalf of the community. We try to make those decisions just like the other members of the community." More important to him than the cost savings, he claimed, was the prospect of putting the water district elections into a stand-alone forum that would attract voters who were truly interested in what is going on in the water district and allow them to concentrate on the candidates for the board and the issues impacting the district without the "distraction" and clutter that normally occurs on the ballot during even-numbered years. "If you have a stand alone election, then that is going to engage voters who really care about what is going on in our community and with the water board," Curatalo said. "The chances are that voters who show up and participate in a board election held in an off-year are going to be well informed on the issues."

"We believed in that [returning to odd-year elections]," he said. "Except for the cost, I still think it is a good idea. If doing it had shortened our terms for a year, we would have done it because it seemed at the time to be the right thing to do."

In 2018, Curatalo admitted that in hindsight he recognized it was an error to move the election to odd-numbered years, and recognized that the voters had been and were to be shortchanged as a consequence of the rescheduling of the elections. Nevertheless, he suggested the root of the problem lay with action taken in Sacramento rather than by local and county officials. He simultaneously insisted there was no venality involved or self-serving on the part of the district's board members, and that any political benefit they received was an inadvertency that was a function of state law rather than any calculation by them on their own behalf.

"When we did what we did originally, it was with the honest intention of migrating the dis-

trict's elections from a crowded even-numbered year ballot to a less cluttered odd-numbered year ballot when there could be far greater focus by the voters on the issues impacting the district," Curatalo said. "We honestly thought that once the migration took place, there would be enough voter interest and turnout would be high, and that would justify what we did. We will never know now, after the state did what it did."

Curatalo two-and-a-half years ago described a series of actions by local government authorities and officials predicated upon ignorance or incompetence.

"We didn't know about that law [Senate Bill 415] at the time, despite the fact that it was signed by the governor just before our agency filed with the registrar of voters to make that change," he said. "No one in our agency knew about it. They [the registrar of voters' office, which serves as the county's election authority] did not know anything about it. We wouldn't have made the request if we knew about it [Senate Bill 415] and the board of supervisors wouldn't have approved our application if they knew about it. I know there are politicians out there who are saying something different, and I know it is a hard thing to believe, but what I'm telling you is the truth. I'm the guy who brought this [the 2015-2016 request to change to odd-numbered year elections] to the consideration of my agency. I heard about it somewhere in 2015, and I thought it sounded like a good idea, and that it would be good for the district. People said that we were doing it for our own purposes then. Now that we are changing it back, they are saying we are doing it again for selfish reasons. When I asked to change it, selfishness was the last thing on my agenda. I truly believed it was a better way to hold our elections. Do I wish it never happened? Yes. There is too much confusion now. We did what we did with

good intentions."

Curatalo insisted that giving himself and his colleagues two more years on the board for which they did not need to complete in the marketplace of democracy was "just a consequence of the change of the election cycle. That was not an aim. It was never our intention to get an extra year."

In 2019, the Cucamonga Valley Water District changed from at-large elections to ward voting. In the district's newly established Division 1, Kevin Kenley defeated Oscar Gonzalez, 990 votes or 51.94 percent to 916 votes or 48.06 percent. In Division 2, Gibboney defeated Kathleen Tiegs, 1,352 votes or 54.45 percent to 1,131 votes or 45.55 percent.

Last year, the Cucamonga Valley Water District renewed its request that the board of supervisors allow it to return to even-numbered year elections so that it could come into compliance with Senate Bill 415. This week, the board of supervisors considered that request and granted it, with the item relating to it being placed on the board's consent calendar. No discussion of the item took place among the board of supervisors, which at this point has only two members – Rutherford and Hagman – who were board members in 2016, when the election switch to odd-numbered years was granted and in 2018, when the change back to even-numbered years was refused.

The board's action this week granted all five current members of the water board – Curatalo, Reed, Cetina, Gibboney and Kenley – a one-year extension of their terms, the first three from 2021 until 2022 and the other two from 2023 until 2024.

Gibboney this week told the *Sentinel*, "I voted for our resolution to change our board elections back to even-numbered years, which was just approved by the board of supervisors, because state law, the California Voters Participation Rights Act,

requires us to make that change and because it was the right thing to do. To leave our elections in odd years would be a waste of district finances and leave us in violation of State law. The change can be accomplished by either shortening or extending the terms of the board members. If you listen to the county counsel, which the board of supervisors obviously does, the only legal way to make the change is by extending terms. At present, the make-up of the water board is not the same as when the last change was made or when the last change was attempted. I had no preference for myself as to whether it should be by shortening or extending, but with one other new board member [Kenley], I see no moral or legal way to expect or even ask him to accept a shortened term in office for the actions of a previous board, a member of which he was elected to replace."

Gibboney said, "The Cucamonga Valley Water District board passed a resolution in 2005 to change the district's elections to even-numbered years to save money and increase voter participation, following a recommendation of the Little Hoover Commission. That recommendation eventually became law when the legislature passed Senate Bill 415 requiring elected boards and councils with elections in odd-numbered years having extremely low voter turnouts to consolidate their elections with general elections in even-numbered years. After the governor signed Senate Bill 415, the Cucamonga Valley Water District board, of which I was not then a member, passed a resolution to change their elections from even-numbered years to odd years to increase voter participation and to save money. I did not have a hand in making that change. I went to extraordinary measures to try and reverse that resolution and stop that change because I knew

Continued on Page 16

County Wildlife Corner

Anna's Hummingbird

The visually striking Anna's hummingbird is relatively common in Southern California. Five and six decades ago, this species was in large measure restricted to the chaparral of California and Baja California, but in the 1960s and 1970s, its range expanded north to Oregon, Washington, and British Columbia, and east to Arizona.

This came about largely because of the bird's natural tendency for extensive postbreeding dispersal coupled with the widespread planting of non-native species, such as eucalyptus, as well as the use of bird feeders. At present, Anna's hummingbirds have the northernmost year-round range of any hummingbird.

Going back further, in the late 19th Century and early 20th Century, Anna's hummingbirds bred only in northern Baja California and southern California. The transplanting of exotic ornamental plants in residential areas throughout the Pacific Coast and inland deserts provided expanded nectar and nesting sites, allowing the species to expand its breeding range.

Named after Anna Masséna, the Duchess of Rivoli, Anna's hummingbird is known by the scientific name *Calypte anna*. It is a medium-sized bird species of the family trochilidae. An Anna's hummingbird weighs about as much as a nickel, 0.15 ounce or roughly 4.5 grams. Anna's hummingbird is 3.9 to 4.3 inches long with a wingspan of 4.7 inches.

These birds' iridescent emerald feathers and sparkling rose-pink throats draw attention.

Both genders have an iridescent bronze-green back, a pale grey chest and belly, and green flanks. The adult male has an iridescent crimson-red, magenta to a reddish-pink crown and gorget, which can look dull brown or gray without direct sunlight and a dark, slightly forked tail. Females also have iridescent red gorgets, though they are usually smaller and less brilliant than the males'. Male Anna's

represent the only North American hummingbird species with a red crown. Females and juvenile males have a dull green



Adult Male

crown, a grey throat with or without some red iridescence, a grey chest and belly, and a dark, rounded tail with white tips on the outer feathers.

The iridescent throat patch of male hummingbirds is called a gorget. The Anna's gorget extends over its head, making it more of a balaclava than a bib. Oddly, female Anna's have a tiny red gorget—females of most species have none.

The bill of an Anna's Hummingbird is long, straight, and slender.

Hummingbirds have tiny legs and can neither hop nor walk, and will scoot sideways while perched.

The male's call is scratchy and metallic, and it perches above head-level in trees and shrubs.

Unlike most northern temperate hummingbirds, the male Anna's hummingbird sings during courtship. The song is thin and squeaky, interspersed with buzzes and chirps, and is drawn to over 10 seconds in duration. During the breeding season, when a female flies into his territory, a male makes a remarkable courtship display, climbing to about 130 feet into the air and then swooping in a near vertical plummet to the ground over his territory, producing a burst of sound through his tail feathers as he approaches the bottom of the dive, at which point he will have reached an average speed of 89 feet per second, translating to over 50 miles per hour, or roughly 385 body lengths per second. Males use the dive dis-

play to drive away rivals or intruders of other species, as well as to catch the attention of his prospective mate. He then makes a circular arc back to the point where he began. On sunny days the dives are oriented so that the sun is reflected from the iridescent throat and crown directly at the object of the dive.

Feeding on nectar from flowers and occasionally tree sap using a long extendable tongue, they also consume small insects and other arthropods caught in flight or gleaned from vegetation. In flight, they will eat flying insects, aiming for an insect in the air, then opening their beaks to capture the prey. On rare occasions, bees and wasps may become impaled on the bill of an Anna's hummingbird, causing the bird to starve to death.

While collecting nectar, they also assist in plant pollination.

Anna's hummingbirds can shake their bodies 55 times per second to shed rain while in flight, or in dry weather, to remove pollen or dirt from feathers. Each twist lasts four-hundredths of a second and applies 34 times the force of gravity on the bird's head.

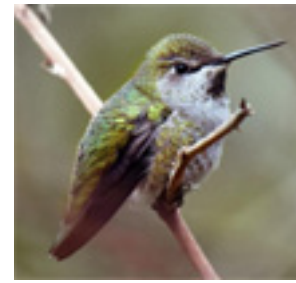
The Anna's hummingbird's breeding grounds are open-wooded or shrubby areas and mountain meadows. The female raises the young without the assistance of the male. The female

bird builds a nest in a shrub or tree, in vines, or attached to wires or other artificial substrates. The round, 1.5-to-2 inch diameter nest is constructed of plant fibers, downy feathers and animal hair; the exterior is camouflaged with chips of lichen, plant debris, and occasionally urban detritus such as paint chips and cigarette paper. The nest materials are bound together with spider silk, which the Anna's hummingbird has a talent for finding. They are known to nest as early as mid-December and as late as June, depending on geographic location and climatic conditions.

Anna's hummingbirds normally have a body temperature of around 107 degrees Fahrenheit, a scorching temperature for a human. When outside temperatures fall, Anna's and many other species of hummingbirds enter torpor. Their breathing and heart rate slow, and their body temperature can fall as low as 48 degrees Fahrenheit. When the temperature warms, the hummingbirds can become active again in a few minutes.

Anna's hummingbirds hybridize fairly frequently with other species, especially the congeneric Costa's hummingbird. These natural hybrids have been mistaken for new species. A bird, allegedly collected in Bolaños, Mexico, was described and named

Selasphorus floresii, or Flores's hummingbird. Several more specimens were collected in California over a long period,



Adult Female or Juvenile Male

and the species was considered extremely rare. The specimens were the hybrid offspring of an Anna's hummingbird and an Allen's hummingbird. A single bird collected in Santa Barbara was described and named *Trochilus violajugulum*, or violet-throated hummingbird. It was later determined to be a hybrid between an Anna's hummingbird and a black-chinned hummingbird.

During hovering flight, Anna's hummingbirds maintain high wingbeat frequencies accomplished by their large pectoral muscle. The pectoral muscles that power hummingbird flight are composed exclusively of fast glycolytic fibers that respond rapidly and are fatigue-resistant.

Anna's hummingbirds tend to be permanent residents within their range, and are very territorial. However, birds have been spotted far outside their range in such places as southern

Alaska, Saskatchewan, New York, Florida, Louisiana, and Newfoundland.

During cold temperatures, Anna's hummingbirds gradually gain weight during the day as they convert sugar to fat. In addition, hummingbirds with inadequate stores of body fat or insufficient plumage are able to survive periods of subfreezing weather by lowering their metabolic rate and entering a state of torpor.

The population of Anna's hummingbirds is an estimated 1.5 million, which appears to be stable, and they are not considered an endangered species. In the 2017 Vancouver Official City Bird Election, Anna's hummingbird was named the official bird of the city of Vancouver, British Columbia, Canada, where it resides year round through winter.

Hummingbirds are strictly a New World animal. They fascinated the first Europeans who arrived on the continent. Christopher Columbus wrote about them and many wondered if they were a cross between a bird and an insect, and were at one point called "flybirds".

A banding operation in Arizona documented that an Anna's Hummingbird was at least 8 years, 2 months old, when it was recaptured and re-released. That is the oldest known bird of this species.

From Wikipedia and the Cornell Lab's website: www.allaboutbirds.org

Water District Politicians Use Election Timing Ploy To Their Own Benefit *from page 14*

it would see voter turnout plummet and election costs increase considerably. I made every effort I could to inform the public, through social media and contacting newspapers, including the *Sentinel*. I spoke with the general manager of the Cucamonga

Valley Water District to try and stop the change. I wrote letters to the board members and met with the president of the board. I spoke before the Cucamonga Valley Water District board on more than one occasion and outlined my opposition to the change, emphasized how Senate Bill 415 would just require they change back again, and urged them to rescind their resolution and ask the San Bernardino County Board of Supervisors to do the

same before it took effect. I spoke in opposition to the change before the Local Agency Formation Commission for San Bernardino County and County Board of Supervisors in 2016 to no avail.

"I have always been in favor of holding the board elections in even years," Gibboney said in moving toward a conclusion. "Elections consolidated with the general elections in even-numbered years are less expensive for the district

because when more offices and measures are on the ballot, as they usually are during the general elections in even years, the election costs are shared by more agencies and individuals. Also, voter turnout in odd-year elections is typically very low. I support increasing voter participation and that is easily accomplished by having our elections consolidated with the general elections in even-numbered years."

-Mark Gutglueck

Grace Bernal's

California Style Pierre Cardin

Hello everyone. I have been missing in action due to the pandemic. Unfortunately, I am not out and about much, which has kept me from exploring trends. Seems



like lately we're dressing our minds, and to a certain that can be fun but nothing like getting out and seeing all the colors change with the weather, along with all the fun fashion trends people put together as they are out and about. It is my hope that soon we can all be out sharing our fashion get-ups as we get back to normalcy.

With that being said, we do have some sad news in the fashion industry regarding Pierre Cardin, who was born

July 7, 1922, and died December 29, 2020. 98 years old, "Oh what a lucky man he was!" Pierre learned to tailor and went on to work for Christian Dior before he ventured out on his own. When Cardin plunged into the heart of the business, he first focused on men's wear with an edge, creating styles labeled as "futuristic." He designed the Beatles suits in 1963. Moving forward with trendy Mod Chic designs, he became the rage of Swinging London. His designs were amazing, futuristic, yet minimal. An entire museum could be dedicated to his post modern eye of fashion. When it came to



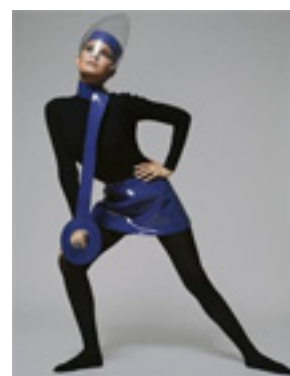
the Space Age, he was the first man in the astronaut suit. Pierre designed NASA space suits. When it came to women's fashion, he was known for the famous bubble dress. He went from couture to mass production and labeled his name even on Pierre



Cardin pens. In his later years, Cardin showed his collections only to a selected few. There is a documentary out there called "House of Cardin," and several books, one being "Cardin" by Jean-Pascal Hesse.



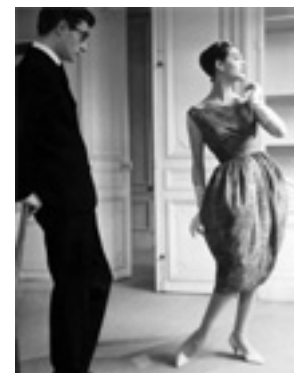
The last man standing, "Pierre Cardin," continued to work at his advanced age, and no cause was given with regard to his death. Because Pierre was a working man and lived such a long life



there is so much to learn about him and his work. He had an eye for the fu-



ture and it would be neat for an opportunity to physically view his work in display. Stay safe out there and get ready for the future!



"The clothes I prefer are those I have created for a life that does not yet exist, the world of tomorrow." -Pierre Cardin

Mayor Velto Now Unwilling To Publicly Discuss Bridge Project from page 19

nearly \$500,000 for the next 20 years," Crossner said. "That's critically important revenue at a time when the city is facing a substantial budget shortfall. Beyond the development agreement, we anticipate that the project itself will create more than 300 new jobs in Upland. This level of employment is significant, especially at a time when so many residents have been laid off due to the economic downturn from COVID-19-related closures."

Working from the premise that the warehouse/distribution center will be a positive addi-

tion to Upland, Crossner painted Upland Community First as a less-than-significant number of wrongheaded residents working at cross-purposes to the best interests of both themselves and the rest of Upland's residents and the city itself.

"Dissatisfied with the city's approval of the project, a few individuals are now litigating the project and, if successful, they will deprive Upland's residents of \$17 million in community contributions and hundreds of new jobs," she said. "Money for Upland's police, roads, parks and libraries will be lost."

Bridge Development Partners has been unfairly depicted as an entity that has corrupted city leaders and is attempting to exploit Upland for

corporate gain, Crossner said. The opposite is true, she said.

"Bridge has consistently been upfront and transparent about its desire to give back to the City of Upland and its residents as part of this project, and we are disappointed that the desire to help improve Upland's parks, roads, libraries and schools is being twisted into a false narrative."

Despite the opposition of Upland Community First to the project and the obloquy Bridge Development Partners has been unjustifiably subjected to, Crossner said the company is not giving up on the distribution center undertaking.

"We look forward to resolving the litigation and creating a project that will bring important

benefits to the residents of Upland," she said.

The *Sentinel* contacted Velto, inquiring if at this point he believed it was a mistake for the city to not have insisted upon a full-blown environmental impact report for the Bridge Point Project. He was asked whether he or anyone at City Hall had quantified or projected the damage the trucks and vans emanating from and traveling to the Amazon warehouse will have on the city's roads, and whether he considered the \$17 million Bridge Development Partners had consented to pay the city in April to be equal to the costs the city will accrue in terms of infrastructure damage and the provision of services related to the project over the 50-year life of the lease on the fa-

cility. The *Sentinel* also asked Velto if he could confirm that Bridge Development Partners agreed, since the filling of the suit, to pay more money to the city than the \$17 million agreed to in April and whether the company had put that in writing. Velto was asked if he knew what he now knows, would he have supported the project approval in April. The *Sentinel* asked the mayor if he thought the 50-acre site upon which the Bridge Point project is to be constructed would more properly be utilized for a sales tax-producing retail use. The *Sentinel* further inquired as to whether he thought Amazon should come to an agreement with the city to consign a half percent or full percent of the value of the merchan-

dise that moves through its Upland distribution center to the City of Upland to make up for Amazon's no sales tax business model. Velto was also asked if he was at this point concerned about the propriety of his serving as a backchannel between Bridge Development Partners and Upland Community First, given that the matter involved ongoing litigation and the city was already represented by City Attorney Steven Flower and his colleagues with the Richards Watson & Gershon law firm, Gi-netta Giovinco and Marvin Bonilla.

"I will not discuss the Bridges [sic] Development any further until it is decided by the courts," Velto responded.

