

Supervisors Approve Bloomington Truck Stop Project Without H₂O Safeguards

By Mark Gutglueck

This week, the San Bernardino County Board of Supervisors overrode the concerns of local residents, local water district members and officials with the Colton Joint Unified School District by giving a deep-pocketed campaign donor go-ahead on a development plan that will allow contaminant-tainted water run-off from his project in Bloomington to be injected directly into the

regional water table.

In the months and weeks before approval was ultimately given to that project, the county in lockstep with the developer hid from the public information relating to how stormwater at the site will be handled.

The project in question is Chandi Enterprises' proposal to construct what has essentially evolved into a truck stop to be located at 10951 Cedar Avenue, at the south-

east corner of Cedar and Santa Ana Avenue in the unincorporated county community of Bloomington, three-quarters of a mile south of the I-10 Freeway.

The property is currently zoned for low density residential use, in which the minimum density is to be no greater than a single unit per acre, with agricultural uses permitted on the property. The project proposal called for a zoning

amendment altering the residential land use to commercial.

In the more than two years that the project has been on the drawing boards and under consideration by the San Bernardino County Land Use Services Department, its character and intensity has significantly changed. Initially it was represented as a commercial center with a large restaurant as its centerpiece. It was at that time intended,

Chandi Enterprises maintained, to involve some retail units, two fast food outlets and a gas station. Multiple versions and redrafts followed, until at present an opposition to the project has formed. According to those project opponents, the facility is most accurately described as a truck stop.

Trucking in the unincorporated county community of Bloomington is a sensitive issue. With its current number **See P 2**

Water Rights Questions Left Unresolved With Nestlé's Sale Of Arrowhead

The ownership of the Arrowhead Water Bottling Company has changed, and with it the identity of its parent company. Unclear yet is how or if the ownership shift will change the company's controversial drafting of water from the San Bernardino National Forest.

Last month, Nestlé S.A., a Swiss multinational food and drink processing conglomerate corporation headquartered in Vevey, Vaud, Switzerland shed its Nestlé Waters North America division, selling that portion of its operations pertaining to bottling drinking water in the United States and Canada to One Rock Capital Partners, LLC, in partnership with Metropoulos & Company in what was represented as a \$4.3 billion transaction.

One Rock and Metropoulos obtained from Nestlé Waters North America its American/Canadian water portfolio including everything but the North American marketing rights to Perrier. Now in the possession of Poland Spring® Brand 100% Natural Spring Water, Deer Park® Brand 100% Natural Spring Water, Ozarka® Brand 100% Natural Spring Water, Ice Mountain® Brand 100% Natural Spring Water, Zephyrhills® Brand 100% Natural Spring Water, Arrowhead® Brand Mountain Spring Water, Pure Life® and Splash, One Rock and Metropoulos have consolidated those holdings under the name BlueTriton Brands.

"I am very excited to join with my One Rock partners and lead this company as we begin a new chapter together as BlueTriton, building on the rich heritage of our historic, iconic, and beloved brands," said Dean Metropoulos. **See P 10**

Upland Staff Hid Development Restrictions From Council Before Villa Serena Vote

Upland municipal employees falsified and hid documentation and data indicating a portion of the site for the Villa Serena project was off limits to development pursuant to a covenant with the State of California, documents obtained by the *Sentinel* show.

Villa Serena is a proposal by Frontier Homes to construct a 65-residential unit subdivision on

9.2 acres of a now-dormant flood control basin lying between 15th Street and 16th Street, roughly a quarter of a mile east of Campus Avenue in the northeastern quadrant of Upland, a neighborhood often referred to as Foothill Knolls.

Discrepancies between the city's arrangement with a local developer and its agreement with the California Department

of Fish & Wildlife raise the possibility, indeed the likelihood, that the project approval given by the city council in April 2020 will be rendered null and void.

Events extending back more than two decades resulted in 7.1 acres in the city's northeastern quadrant upon which a portion of the Villa Serena Project is now proposed to be located being set

aside as wetlands at the insistence of the California Department of Fish & Wildlife, formerly known as the Department of Fish & Game, in accordance with a 25-point "streambed alteration agreement" the City of Upland entered into with the state. The property in question is intended to serve as habitat for a multitude of species indigenous to the area.

The passage of time and the changeover in city personnel resulted in the restrictions contained in the city's pact with the state being forgotten or ignored at several crucial points when the city took action relating to the basin property. It is now becoming clear how the city's contradictory actions and decisions have created complications that will require **See P 5**

Obernolte Recognizes Hug As CA-08 Teacher Of The Month

U.S. Representative Jay Obernolte (CA-08) has named Lorena Hug of Henderson Elementary School as April's teacher of the month.

Ms. Hug, a resident of Yermo, teaches first grade general education and serves as coordinator of the English language learners program.

"Ms. Hug is the type of teacher who is invested in her students' success well beyond their time in her classroom," Obernolte

said. "She has gone above and beyond for her students — even paying out of pocket to buy school supplies for those who could not afford them. Ms. Hug is an inspiring example of the unwavering devotion that our teachers have for our children, particularly during this challenging past year, and a true example of a teacher devoted to making her classroom and community a better place."

Former Redlands City Manager's Lawsuit To Get Lifetime Medical Coverage For His Family Fails

By Amanda Frye and Mark Gutglueck

San Bernardino County Superior Court Judge Gilbert G. Ochoa has shut the door on a lawsuit by former Redlands City Manager Nabar Martinez alleging the City of Redlands and its taxpayer are contractually bound to provide him and his two children with lifetime medical and dental benefits.

On March 29, Ochoa entered a finding that

sought an adjustment to his employment contract put in place while Martinez was city manager in Redlands called for the trio to be guaranteed health benefits at the city's expense for the entirety of their lives, that provision was "illegal and cannot be enforced."

Martinez was hired as city manager in Redlands in April 2007. He was experienced and well-traveled as a city administrator. After graduating

from Texas Tech University at the age of 32 in 1979, he doubled down on his educational commitment, obtaining a master's degree in public administration from Texas Tech in 1981. That same year, he obtained a position as a budget analyst with the City of Dallas. In 1984 he was promoted to the position of manager of administration. In 1986, he left Dallas to become the assistant city manager of Lubbock, **See P 3**

County Moving Toward Allowing Residents To Operate Restaurants Out Of Their Homes

Despite opposition from eleven of its 24 municipalities, San Bernardino County is inching toward allowing county residents to essentially convert their homes into outdoor restaurants, and cook and sell food out of their premises.

The board of supervisors on Tuesday unanimously voted to direct staff to put into form an authorization and guidelines by which so-called

microenterprise home kitchen operations, or MEKHOs, would temporarily be permitted throughout the county.

The program is to be a temporary one that will not go into effect until the supervisors approve it at a future meeting, which is to take place at some point within the next three months. The pilot program is intended to give the supervisors and county officials an op-

portunity to gauge the impact home eateries will have in multiple respects, including that on public health and the restaurant industry.

California Assembly Bill 626, authored by Assemblyman Eduardo Garcia and known as the Homemade Food Act, was signed into law by California Governor Jerry Brown on Sept 18, 2018. Under it, residents of single family homes

can operate what are referred to as microenterprise home kitchens, which can earn up to \$50,000 in revenue per year by cooking meals or items at their homes' kitchens. Meal sales are capped at 30 meals per day, or 60 meals per week. So-called homecooks must obtain California food handler card certification, which can be obtained through completing online training and

passing a test. Kitchens must pass an on-site inspection in order to be permitted. Under AB 626, prepared food can be picked up or sent out, as well as consumed at the home.

Under Assembly Bill 377, a homeowner can prepare and sell food from a place of residence if the operator obtains a permit, agrees to inspections, becomes certified in the safe preparation of **See P 3**

County Crafted The Environmental Certification For Bloomington Truck Stop Around Tainted Water Discharge Permit That Was Withheld From Public View

from front page

of residents approaching 26,000, Bloomington is larger population-wise than six of San Bernardino County's cities or towns – Needles, Big Bear Lake, Grand Terrace, Yucca Valley, Barstow and Loma Linda. It straddles the I-10 Freeway essentially south of the cities of Rialto and Fontana and north of the Riverside County line. Paralleling the freeway are the parallel Union Pacific and Southern Pacific the railroad lines as well as the major east-west thoroughfares of Santa Ana Avenue, Jurupa Avenue, Slover Avenue and Valley Boulevard, all of which lead toward Ontario International Airport. Thus, the community, once intensely agricultural in nature, has become more and more identified with the transportation industry. In addition, the City of Fontana, led by Mayor Acquanetta Warren, has for the last decade sought economic rejuvenation by the construction of warehousing. The rise of the logistics industry in an area proximate to Bloomington has led to an intensification of truck traffic through the community.

Moreover, a significant number of residents in Bloomington are themselves associated with the trucking industry. In many cases, those residents have grown accustomed to using their property as storage and parking areas in ways that are not in compliance with local codes. The county has been reluctant, remiss or neglectful in enforcing these regulations, such that bootleg trucking operations proliferate in Bloomington neighborhoods.

Among a significant portion of the Bloomington population there has been resistance to the development of warehousing or other enterprises that have the ultimate effect of cementing Bloomington as a trucking-centered community. Even as outside entities have

sought through the county, which has land use authority over Bloomington, legitimate entitlements to construct warehousing and distribution operations in the community, residents have registered consistent protests. Generally, those protests have been ineffective. Most of those development proposals clashed in some regard with the zoning or development standards for the area. Nevertheless, even over resident opposition, the county planning commission and the board of supervisors have consistently granted the discretionary variances, zone changes and planning document amendments necessary to allow those projects to proceed, even though the options existed to withhold those approvals. This has led to the charge that county officials, most notably the board of supervisors, has consistently sided with developmental interests over the residents of Bloomington. It has been suggested that those county officials have little or no regard for the community of Bloomington, with a population at the low end of the socioeconomic ladder, in comparison to business and developmental interests with a propensity for providing the county's elected leadership with hefty political contributions on the legal side and outright bribes and kickbacks on the illicit side. The Chandi Enterprises trucking augmentation facility at 10951 Cedar Avenue is largely seen as an illustration of this trend.

Others have suggested there is a racial/ethnic component at play. Members of county staff have remarked that while a project such as the Chandi Enterprises trucking facility can find a home in a district like Bloomington, where 2010 Census figures put the percentage of Latinos in the community at 64.4 percent, a similar project would not see the light of day in the white affluent unincorporated county communities of San Antonio Heights or Lake Arrowhead.

Perhaps the most alarming element of the plan is that the county has hidden from public view that it has allowed Chandi Enterprises to utilize the least expensive and least intensive methodology to arrest the flow of pol-

lutants that will emanate from the site once it is has been converted to a truck stop. The county has elected to "let the native soil" do all the work in terms of stormwater dispersal instead of insisting on more stringent mitigation options.

Most telling in this regard was that the county did not require Chandi Enterprises to carry out a full-blown environmental impact report for the project, instead allowing its environmental certification to be effectuated by the board of supervisors making what is called a mitigated negative declaration.

An environmental impact report is an involved study of the project site, the project proposal, the potential and actual impacts the project will have on the site and surrounding area in terms of all conceivable issues, including land use, water use, air quality, potential contamination, noise, traffic, and biological and cultural resources. It specifies in detail what measures can, will and must be carried out to offset those impacts.

A mitigated negative declaration is a far less exacting size-up of the impacts of a project, by which the panel entrusted with a community's ultimate land use authority, in this case the San Bernardino County Board of Supervisors, issues a declaration that all adverse environmental impacts from the project will be mitigated, or offset, by the conditions of approval of the project imposed upon the developer.

Ultimately in the case involving the Chandi Enterprises truck stop in Bloomington, that mitigated negative declaration did not adequately address the manner in which water run-off from the site, which will include rainwater washing over the vehicles and the pavement, taking with it fuel spillage, both gasoline and diesel, petroleum products, solvents, and other chemicals that will then be injected directly into the ground without any form of treatment, ultimately percolating down into the water table.

In the county's initial study, officials basically said that any water quality issues will be handled after the project is approved during the final permit-

ting process. No plans for treatment or containment were made openly available to the public.

Greg Young, a Bloomington resident and board member of the West Valley Water District, which supplies water to Bloomington, began inquiries some time ago about what methodology would be used to ensure water run-off from the project would not contaminate the local water supply. At present, there is no storm drain system in that area of Bloomington.

"As a water board member, I wanted to find out what they would be doing to treat the water before putting it into ground," Young told the *Sentinel*. "That turned into a two-month long odyssey to get a simple answer to what is a pretty simple question."

Under guidelines set up by the U.S. Environmental Protection Agency, projects that will result in the contamination of stormwater washing over them must obtain an MS4 general permit. An MS4 permit is designed to reduce the amount of sediment and other pollutants entering state waters from or through stormwater systems. Entities regulated by the MS4 general permit must develop a stormwater pollution prevention program and adopt what is referred to in governmental parlance as best practices.

Young sensed early on that he was getting stonewalled, he said.

"They had a traffic study, and an air quality study and a noise study, but there was nothing on the county website on the subject of the impact on groundwater," Young said. "I asked and asked again for the water quality mitigation report relating to the project, and then started making my inquiries in writing. I was trying to corner them and get a straight answer to what they had done to obtain from the State Water Resources Board a permit for a stormwater discharge permit. The MS4 permit is a broad permit, and the county had not obtained one for this project. I asked for answers based on what they are supposed to do according to the permit the county has. What I was asking for was the water quality mitigation report the county was required to

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do, as this project was listed as a priority type in the overall MS4 permit. After three emails, the third of which I will admit was rather strident, someone finally did get back to me. This is what they said: 'We cannot re-lease that to you because the county doesn't own that document. We do not have the permission of the developer/consultant to release that to the public. You can view it in person if you want, but only if you agree to not take pictures of it or make copies, and someone will need to monitor you the whole time you are examining the document.'

Continuing, Young said, "So, I had no other alternative really, and I agreed to those terms. That was how I was able to get to the water quality mitigation plan document and see it, which wasn't all that substantial. The whole section was pretty thorough when it came to listing out in substantial detail the types of pollutants that are going to come off this project, but there was nothing about mitigation other than that the project would have a giant infiltration chamber.

"I wanted to see what there was other than this chamber to treat the water before it goes into the ground," Young went on. "Mind you, this run-off is going to be water with grease, oil, solvents, gasoline, diesel fuel, radiator fluid, transmission fluid and the like of which is to get washed into the system, this infiltration tank. So I asked, 'How is that going to be treated?' It was at that point that the county fessed up and told me, 'There is basically nothing in the way of a filtration process. It's just the run-off being collect-

ed into the chamber and then it is just merged into the soil.' Soils have a finite capacity to screen out pollutants. Clayier soils prevent contaminants from migrating deep into the soil and lessen the chance they will reach the water table. But for that to occur, you need soil that is composed of 40 percent to 60 percent clay, and most of the coring samples from the project site showed only traces of clay. Contaminated water will move through sand very quickly. If you keep pouring contaminated water into the ground, sooner or later that will force all of the pollutants down into the water table."

A consultant working for Chandi confidently declared that the water table would remain safe using that methodology, Young said, on the theory that the ground would serve as a filter through which the water would pass but the contaminants would be caught. "He talked about it like he had found the cure for cancer and he said that as the run-off goes though all these layers of sand, the contaminants would get captured," Young said.

Young expressed skepticism at that, since he is knowledgeable about the efforts to remove perchlorate from the local water table after that chemical was released into the ground in the Rialto area in the 1940s, 1950s and 1960s. The United States Environmental Protection Agency has since declared the area of contamination to be a Superfund site, and it is believed that the effort to purge the local aquifer of the cancer-causing agent which, when consumed

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As City Manager, Martinez Cut A Fat Hog In Redlands

from front page

Texas. In 1989, he moved to the Bay Area to take up the post of assistant city manager with the City of San Jose. He remained there until 1993, when he was laid off due to budget cuts resulting from the then-slumping economy. The following year, he was hired by the City of Colton as city manager while Frank Gonzales was mayor. Later that year, Gonzales was voted out of office and replaced by George Fulp. Fulp and Martinez did not get along, and Fulp, who would be recalled from office in 1996, succeeded in having a majority of his colleagues terminate Martinez early that year, one of Fulp's actions that contributed to the community discontent that led to his removal from office. Martinez immediately landed on his feet, obtaining the position of city manager with the City of Bell Gardens less than two weeks after he left Colton. He remained in Bell Gardens until 1999. In January 2000, he sojourned to Florida, where he took on the position city manager in 43,000 population Palm Beach Gardens. That proved a relatively short-lived assignment as there was plenty of controversy in that community, which had starkly differing factions on the council. While he was city manager, six high ranking staff members or department heads departed,

most of those being resignations in lieu of firings. That bloodletting proved contagious, and in October 2000, the city council in a 3-to-2 vote sacked Martinez. He returned to California and in January 2001 landed the position of assistant city manager in Pasadena. In January 2005, he was lured into taking the position of city manager with the City of Lynwood.

In October of 2005, Martinez hired Marianna Marysheva to serve in the capacity of Lynwood assistant city manager/finance manager. In relatively short order, the two married on February 15, 2006. Neither disclosed their marriage to the city council. In June 2006, one of the council members learned of the marriage and informed his colleagues about it. That ruffled things up a bit, but four-fifths of the council remained satisfied with the performance and output of both Martinez and Marysheva. In October 2006, fissures were beginning to show in the relationship between Martinez and the Lynwood City Council. In January 2007 three of the council members assented to having the city attorney look into whether Martinez had authorized payroll advances to himself, and he was placed on paid administrative leave. Martinez was yet technically on leave as Lynwood city manager when he was hired by Redlands in April 2007.

In Redlands, for the most part, he enjoyed the confidence and backing of the city council, which

gave him wide latitude in running the city. That included giving him an essentially free hand in conferring upon himself regular salary and benefit enhancements that were rubberstamped by the city council. When he had started with the city in 2007, Martinez was provided with a \$218,000 salary and roughly \$54,000 in benefits annually. By 2017, Martinez's salary had jumped to \$282,859.06, which was augmented with other pay and additions of \$68,037.02, which was then topped with \$78,383.94 in benefits, for a total annual compensation package of \$429,280.02.

In the meantime, Martinez's marriage with Marysheva, with whom he had two children, Enrique Anatoly Maryshev-Martinez and Marianna Valentina Marysheva Martinez had gone south.

In 2012 Redlands had hit a rough patch as City Hall was fending off litigation brought by former municipal employees alleging they had encountered untoward workplace conditions and/or had been discriminated and retaliated against or harassed by higher-ups in the city and/or constructively, unjustifiably or wrongfully terminated. In 2013, Redlands Human Resources Director Deborah Scott-Leistra bailed. Martinez hired Amy Martin to replace Scott-Leistra. Martin won kudos both for deriving successful defenses of the city's action in cases where litigation proceeded and her instituting of

hiring procedures that were designed to ensure that the city's newly acquired workers were a better fit for the circumstances and roles they assumed with the city, thus heading off costly terminations and lawsuits. Early in her role overseeing the city's personnel division, Martin-Hagan had accommodated Martinez with regard to his requests of her that went beyond the scope of her employment, in particular assisting him with the preparation and tailoring of his profiles to be submitted to on-line dating sites. According to Martin-Hagan, Martinez's demands in this regard were continuous and took up a considerable amount of her time at home, often until late in the evening or during weekends as she spent literally hours with him on the phone or in person weekly, during which Martinez insisted upon discussing intimate personal and sexual matters. When the on-line postings to the dating sites failed to produce the results that Martinez, who was then in his middle-sixties, hoped would satisfy his predilection for petite women in their thirties and forties, he grew ever more demanding that Martin-Hagan further fine-tune his approach.

In early 2015, Martinez conferred with Martin on fine-tuning his employment contract with the city. On May 19, 2015, Martinez's contract was altered to state that upon his achieving 15 years of service with the city he would be eli-

gible for lifetime medical coverage. Referenced in that provision was coverage being extended to his "eligible dependents." On March 1, 2016, in the third amendment to his employment agreement with the city, the contract was changed to contain "Upon, and from and after, the city manager's separation of employment from [the] city, the city manager shall receive 'lifetime medical and dental insurance' coverage as the same exists on March 1, 2016. [The] City shall pay all premiums required for such 'lifetime medical and dental insurance' coverage only for the city manager and the city manager's two eligible child dependents whose names are Enrique Anatoly Maryshev-Martinez and Marianna Valentina Marysheva Martinez." Gone, apparently, was the requirement that Martinez remain with the city for 15 years before he would be eligible for lifetime medical benefits.

By 2017 Martin, whose last name had by that point changed to Martin Hagan, had grown deeply resentful of the extracurricular demands Martinez was putting on her. She subsequently refused to assist him any further in the preparation of his on-line dating profiles or indulge him in his sexually-laced conversations. There ensued from Martinez, according to Martin-Hagan, a series of eruptions of extremely offensive insults and vulgarity, punctuated with threats that her then-going efforts in representing the city in its collec-

tive bargaining sessions with the police officers' and firefighters' unions were inadequate and were on the brink of convincing the city council to insist upon her firing. In October 2017, Martin-Hagan was signaling to city officials that she wanted to leave the city's employ. On January 5, 2018, both Martinez and Martin-Hagan signed a separation settlement agreement that conferred upon her a 'medical bridge' program following her departure from the city that would provide her with health, vision, and dental insurance on a par to that which was provided to her as an employee until she reached the age of Medicare eligibility, i.e., 65.

A few months later, when city officials learned of that settlement agreement and that it would be required to pay for the then-42-year-old Martin-Hagan's comprehensive medical coverage for the next 23 years, they balked at doing so, detailing city staff, meaning Martinez, to cut her off. Martin-Hagan dug in her heels and filed an administrative claim with the U.S. Equal Employment Opportunity Commission. As the processing of Martin-Hagan's claim proceeded with the U.S. Equal Employment Opportunity Commission, there were a series of revelations relating to Martinez's comportment, in particular pointedly sexually-oriented exchanges and harassment that involved Martinez press-

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County Mulling Allowing Home-Based Restaurants

from front page

food and adheres to state-mandated procedures on sanitizing utensils, and observes other health regulations. On Tuesday, April 6, the board of supervisors received a report from the Department of Public Health presented by Joshua Dugas, the department's assistant director, regarding micro-enterprise home kitchen operations. Members of the public in support of allowing in-home kitchens addressed the board.

Operators of home-kitchens, while subject to some minimal oversight by the health department, are exempt from a whole host of regulations and requirements imposed

on restaurants. From the standpoint of those operators, this is an advantage that will allow many of them, some of whom are not all that well fixed financially, to generate welcome and, in some cases, much needed income. For traditional restaurateurs, however, this constitutes an unfair advantage for the home kitchen operators that in some cases threatens their livelihoods and the viability of their operations.

Eleven of the county's city or town councils have gone on record as opposing allowing micro-enterprise home kitchen operations in their jurisdictions. Among those

are Chino Hills, Victorville, Hesperia and Apple Valley. Twelve have not expressed a preference either way. Needles has been the lone city in San Bernardino County to endorse the county giving a blanket permit for home-based kitchens being allowed to sell food to the general public.

Last year the Chino Hills City Council authorized and then-Mayor Art Bennett signed a letter prepared by city staff and addressed to the San Bernardino County Board of Supervisors opposing the operation of home-based restaurants.

That letter read, in part, "The City of Chino Hills is writing to oppose authorization of 'micro-enterprise home kitchen

operations' within the county. MEHKOs [micro-enterprise home kitchen operations] would allow an individual to operate a restaurant in their [sic] private home. Although we strongly support our home based businesses, MEHKOs would present new and potential serious health risks to the public and create new enforcement challenges for our staff. MEHKOs would also compete with our many small existing restaurants and could impact those existing businesses as well as the vitality of the commercial centers in which they are located." The letter continued, "The new law gives the local environmental health agencies 'full discretion' to authorize the

MEHKOs in their jurisdictions. For Chino Hills, the SBCPHD [county public health department] is our environmental health agency. Consequently, if the county allows MEHKOs, the City of Chino Hills must also allow them. MEHKOs would be exempt from several health and safety rules placed on traditional restaurants, including having a letter grade card in the window, as well as a handwashing sink and other equipment and sanitation requirements. Home kitchens can only be inspected once a year and by appointment only, unlike the typical unannounced visits to restaurants from health inspectors." The letter further states,

"The MEHKO law is broadly written and would allow home restaurants in multifamily and accessory dwelling units. With the latest state requirements allowing two accessory dwelling units on single family lots, there could be three MEHKOs with a single family property. The city's ability to regulate or monitor MEHKOs would be limited. All the concerns noted are exacerbated by the current COVID-19 crisis. We now know more than ever the importance of good public health, and we know how devastating closures of existing small businesses and restaurants is to our economy."

The board members' discussion of the issues

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Hagman Kept CJUSD Superintendent's Request For An Environmental Impact Report Out Of The Public Record *from page 2*

in even minute quantities, wreaks havoc to the thyroid gland, will take the better part of the next century.

"The soil in the middle of the valley is super sandy," Young said. "Letting all the storm run-off from a truck stop servicing up to 36 trucks at any given time, with underground gasoline tanks and above-ground diesel tanks, run through the soil is not a cure. The contaminants will get pushed further down into the soil. Things will just accumulate, and over time it will get worse. In 40 or 50 years a soil and water table remediation effort will cost hundreds of millions if not a billion dollars."

Attempts to get the West Valley Water District involved in examining the matter were made, but opposition to this emerged from the West Valley board president, Channing Hawkins, who is a staff member with Fifth District Supervisor Joe Baca, Jr. Hawkins nixed having the water district he heads look into the matter because Baca, like his colleagues on the board of supervisors – Fourth District Supervisor and Chairman Curt Hagman, Third District Supervisor Dawn Rowe, Second District Supervisor Janice Rutherford and First District Supervisor Paul Cook – are now or will soon be recipients of largesse put up by Chandi Enterprises owner Nachhattar Singh Chandi.

At this week's meeting held on Tuesday, April 6, the item for the consideration of the Chandi En-

terprises truck stop was pushed to the end of the agenda, such that it was the last and, at one hour 22 minutes and 22 seconds, the most lengthy matter considered by the board of supervisors during its 4 hour, 27 minute and 45 second convocation.

Colton Joint Unified School District Superintendent Dr. Frank Miranda spoke to the board of supervisors on Tuesday about what he said was his "concern for students attending schools operating near the proposed project." Before Miranda made his remarks, Terry Howell, the school district's general counsel, ceded his time to Dr. Miranda. Miranda said the proximity of the truck stop to Crestmore Elementary School, a quarter of a mile away, Walter Zimmerman Elementary School, a quarter of a mile away and Slover Mountain High School, a half mile away, presented safety issues. Miranda noted the district also owned the 28 acres immediately adjoining the project site. Miranda said the district had reviewed the project proposal and submitted in "good faith" input with regard to the plans, expecting a substantive reply. Chandi Enterprises did not respond until March 1, he said, indicating the district's "concerns still have not been addressed adequately." Those concerns extended to, Miranda said, traffic, the physical endangerment of students, as well as air quality impacts and above-ground diesel tanks at the site.

Just as Miranda was getting to a request that Chandi Enterprises be required to do a complete and comprehensive environmental impact report for the project, he was cut off by Clerk of the

Board Lynna Monell because he had at that point exceeded three minutes. Despite the consideration that Howell had conceded his speaking time to Miranda, Hagman, as board chairman did not allow Miranda to continue, keeping Miranda from getting his request that an environmental impact report be completed for the project on the record.

Bloomington Municipal Advisory Council Member Angela McLain read into the record a statement from Diane Mendez-Cantu, the chairwoman of the Bloomington Municipal Advisory Council. McLain quoted Mendez-Cantu as saying, "When the Chandi project was originally proposed, the Bloomington Municipal Advisory Commission fully supported it. We were excited about this project and welcomed the Chandi Group into our community. Well, we were all fooled. What this project has morphed into is a full-blown truck stop, with forty big-rig truck spots, seven diesel bays, above-ground fuel tanks and truck scales, right next to 30 acres of residentially-zoned property. This is not what Bloomington needs or wants."

According to Mendez-Cantu, the Chandi Group had engaged in a "bait and switch" deception of the county and Bloomington's residents. "The project is not what was originally proposed," McLain read from Mendez-Cantu's written statement. "It is dangerous for our residents to have a project of this magnitude in the center of our community, bringing in more truck traffic per day than the last six warehouses built in and around our community combined."

Roxanne Nabozo, a Bloomington resident, questioned the wisdom of

putting diesel fuel tanks above ground.

Gary Grossich, a member of the Bloomington Municipal Advisory Council, told the board of supervisors, "You are giving the developer a blank check to open one of the largest truck stops in the area with virtually no conditions placed on the project. The county appears to be taking the see no evil speak no evil and hear no evil approach while pretending this is not a full blown truck stop while all the documents and facts say it is. The 6,410 daily vehicle trips shown in the traffic study are more than six Bloomington warehouses combined, and yet no significant mitigation? A truck stop belongs along the freeway, not in a neighborhood surrounded on three sides by residential zoning."

The board was about to give permission to the Chandi Group to proceed with a project "you would never support if it was proposed in your community," Grossich said.

Eric Scott a former member of the Bloomington Municipal Advisory Council said members of the Bloomington community had given the Chandi Group input on what was deemed an acceptable use of the site, and that Chandi responded with a project that was diametrically opposite of what was requested.

"The safety of the residents of Bloomington is again threatened, the health of the residents of Bloomington is again threatened and the quality of life of the residents of Bloomington is again affected," Scott said.

Ultimately, the board of supervisors gave unanimous approval to the project, dubbed the Bloomington Commercial Center.

The meeting concluded shortly after the hearing on the project ended. A number of Bloomington residents, anxious to speak with Baca, waited in the foyer of the county administrative building outside the board meeting chambers to question him about his vote. Baca, however, along with Hagman, rushed past them, determined to speak with Nachhattar Singh Chandi, the owner, president and chief executive officer of Chandi Enterprises, to arrange for the reception of political donations.

Chandi, whose corporation's headquarters are located in Indio, has done extensive development in Riverside County, where he has established himself as one of the most prolific donors to elected officials there. Chandi has bragged that he made more than \$1 million in donations in four years. Having recently discovered the pay-to-play environment in San Bernardino County, he has recently redirected a considerable degree of his company's developmental focus northward. Previously, he made substantial donations to Paul Cook while he was a member of Congress prior to his election to the San Bernardino County Board of Supervisors last year. Chandi has shown dexterity in the way in which he makes donations to politicians, and has used others through whom those donations are delivered. In this way, members of the board of supervisors are confident they can depend on Chandi to deliver to them substantial amounts of money, far in excess of the \$4,700 per person cap put on donors to members of the board of supervisors in San Bernardino County.

Hagman, the board chairman, is contemplating making an exit from the board of supervisors when his current term is up in 2022, and is mulling a run for the California State Senate or Congress. He is hopeful that he can touch Chandi for \$200,000 in donations. Likewise, Baca believes that Chandi will endow his campaign war chest with at least \$100,000. On the Chandi Enterprises side of the equation, the company has hired Roger Hernandez, who served in the California Assembly at the same time that Curt Hagman and Paul Cook were also Assembly members, to lobby them and assist in conveying money to them, both in the form of political donations and other gratuities.

Baca believes that Chandi will come through with money earmarked for him based not only on his vote on Tuesday, but as a result of an unstated commitment between the two that Baca will support any further projects the Chandi Group undertakes in San Bernardino's unincorporated communities, and most tellingly, the manner in which Baca was willing and was able to use his staff member, Channing Hawkins, to squelch the West Valley Water District's exploration of the methodology that will be used to divert contaminant-laden run-off from the project into the ground without treatment. By allowing Chandi to go with the least expensive method of dealing with the stormwater run-off – simply diverting it untreated into the water table – Chandi Enterprises saved hundreds of thousands of dollars.

Toni Merrihew, the chief financial officer for the Chandi Group, *Continued on Page 11*

Upland Deeded Colonies Partners Property Hamstrung By Preservation Clause *from front page*

extraordinary patience and resourcefulness to resolve.

On April 13, 2020, during a teleconferenced meeting in which the public participated remotely and electronically rather than in a physical forum, the Upland City Council voted 4-to-1 to give Frontier Homes an entitlement to construct 65 single family detached residential units on 9.2-acres owned by the Colonies Partners within the footprint of the defunct flood control detention basin north of 15th Street.

During the course of that meeting, Development Services Director Robert Dalquest withheld from the city council that the property was encumbered by 21-year-old agreement with the California Department of Fish & Wildlife preserving as wetlands a significant portion of the acreage Frontier Homes proposed developing. Not having been told that the land was preserved as habitat for wildlife, four of the council members approved the project.

Subsequently, a group of residents within the Foothill Knolls area and others intent on keeping the wetlands preserved intact sued the city to overturn the approval of the controversial project.

In the area north of 15th Street and south of 16th Street, well east of Campus Avenue, four parcels had been converted in 1939 into a 32-acre percolation basin as an augmentation to a then-existing stormwater control system. In addition to allowing for the settling of water at that spot into the water table, the 15th Street basin was also intended to intercept storm water runoff from 583 acres of surrounding land. It was capable of holding more than 50.4 million gallons of water.

In 1969, the dyke/embankment creating the basin, which had been compromised by the burrowing of gophers and squirrels, nearly failed during an intensive set of deluges, and the Foothill Knolls neighborhood was evacuated.

In 1991, Upland obtained title to the basin.

In the 1950s, what had once been a gravel pit east of Campus and above 14th Street, west and south of the basin, was converted into a landfill. In the early 1980s, that landfill was shuttered. Contaminants at the site festered below the surface, including pockets of methane gas, which was burned off at various venting spots scattered about the site.

Because water seeping through the landfill below ground migrated into the water in the basin, and because the basin was a source of water into the aquifer below Upland, the Santa Ana Regional Water Quality Control Board ordered Upland to stop impounding and percolating water into the water table near the landfill to prevent the migration of contaminants into water wells drawing from the water table. This order required the City of Upland to reduce the size of the basin between 15th Street and 16th Street by filling in its westernmost 12 acres.

The California Department of Fish and Game, exercising its authority, called upon the city to protect the fish and wildlife that could be adversely impacted by the regrading of the earthen-bottomed basin. Ultimately, in 1999, the Department of Fish and Game entered into a streambed alteration agreement with the City of Upland in accordance with Fish and Game Code section 1600, et sequitur. Contained within that pact was language stating, "There shall be no loss of wetland habitat and function. Impacts to wetland habitat shall be mitigated at a 1.5 to 1 ratio by management of the basin to allow for retention of wetland habitat at the eastern sector, which grows as a result of flow and [percolation] in the basin." The agreement mandated that Upland provide annual reports until 2006 on the maintenance of the replacement wetlands. Upland had re-established the wetlands, with the goal of preserving wildlife habitat, in December 2000.

Beginning in 1999, a consortium of investors and developers known as the Colonies Partners, led by managing principals Dan Richards and Jeff

Burum, began in earnest an effort to develop the Colonies at San Antonio residential and the Colonies Crossroads commercial subdivisions on property in northeastern Upland previously owned by the San Antonio Water Company that had long been deemed undevelopable. Those projects were rendered achievable by the California Department of Transportation's extension of the 210 Freeway across the northern portion of the city, which further involved the San Bernardino County Flood Control District and the Army Corps of Engineers completing elements of regional flood control projects that were augmented with the Colonies Partners' construction of storm drain and sewer facilities. Some of the infrastructure the Colonies Partners was to complete for its residential and commercial subdivisions was ultimately dedicated to the city and those improvements increased the capacities of streets, storm water drainage facilities and sewers in some areas within the Upland City Limits outside the specific plan area for the Colonies Partners' undertaking. Accordingly, on September 24, 2002, the city council approved a development agreement with the Colonies Partners allowing the development of the Colonies at San Antonio Project to proceed. A section of that agreement entailed the city paying the Colonies Partners \$5 million as the city's fair share cost toward the infrastructure the Colonies Partners was undertaking to build in conjunction with its projects. Included in that section of the agreement was that 20.3 acres near 15th Street would be utilized as a flood water basin. The cash-strapped city was not in a position to pay the Colonies Partners a full five million dollars at that time. On December 22, 2003, the city council voted to modify the city's agreement with the Colonies Partners by paying Richards' and Burum's company \$1.5 million, and granting Burum and Richards a ten-year first right of refusal to explore possible uses for a portion of the reduced basin footprint, and agreeing that upon such a mutually satisfactory project being identified, the city would

transfer title to that portion to the Colonies Partners for one dollar, the Colonies Partners would forgive the city's remaining \$3.5 million debt, and processing of the Colonies Partners' project proposal would be expedited, and the remainder of the basin property/wetlands preserve would be dedicated to public use.

In 2013, the Colonies Partners had not yet exercised its right toward developing the basin property, which in any event was complicated by the requirement that a good part of it be maintained as wetlands wildlife habitat. The city council detailed then-Assistant City Attorney Kimberly Hall-Barlow to write a letter to the Colonies Partners to note the lack of progress with regard to the development of the property and gently prod it toward action by the January 21, 2014 expiration date of decade-long term in which the Colonies Partners had to make use of the property. Hall-Barlow, however, defied the city council's instructions on the letter's tenor, instead penning a much more aggressive missive to the Colonies Partners that might serve as the groundwork for triggering the reversionary clause in the December 2003 revamping of the September 2003 agreement, such that the city would retain the 9.2 acres in question. The council, however, unwilling to confront the Colonies Partners, conveyed to then-City Attorney Richard Adams its displeasure with Hall-Barlow's effort. Adams conferred with other members of his firm, Jones & Mayer. Hall-Barlow was thereafter eased out of her position as assistant city attorney by Jones & Mayer and moved into the position of city attorney with the City of West Covina, where Jones & Mayer also had a contract to provide legal services.

Though the 10-year term in which the Colonies Partners was to develop the property expired on January 21, 2014, more than a year later, on February 9, 2015, the Upland City Council voted to approve a second amendment to the agreement allowing an additional three years for the Colonies Partners to identify and initiate a project on a portion of the basin.

In June 2017, Rosemary Hoerning, then Upland's city engineer, accepted a drainage study relating to the basin that the Colonies Partners had the engineering firm Madole & Associates prepare. Madole & Associates concluded that only 11.1 acres of the basin's 20.3 acres were needed for future flood control purposes, based on the assumption that previous construction of an additional stormwater retention basin upstream and the Army Corps of Engineers' construction of a concrete drainage channel along the eastern edge of the Colonies at San Antonio project would adequately handle stormwater flows. That document, however, did not deal with the issue of having to maintain a significant portion of the basin footprint as wetlands. Based on the Madole & Associates study, the City of Upland, by a quitclaim deed, transferred 9.2 acres of the western portion of the basin to the Colonies Partners.

Subsequently, the Colonies Partners made an arrangement with Frontier Homes, headed by a personal friend of Jeff Burum, James Previti, to undertake the development of the 9.2 acres. It is not clear whether the Colonies Partners understood the limitations imposed on the development of the property as a consequence of the City of Upland's pact with the Department of Fish and Wildlife with regard to maintaining the property as wetlands. Nor is it known whether Burum and the Colonies Partners informed Previti and Frontier Homes about the limitations on development at the site.

In 2018 Frontier Homes learned through its consultant, Q₃, that reconfiguring the remaining eastern portion of the basin would alter the facility in such way that unless the capacity of the basin was reduced from its current 50.428 million gallons of water to below 16.29 million gallons, it would be subject to the jurisdiction of California's State Division of Safety of Dams. Without that reduction in holding capacity, that state agency would not sign off on the project without significant upgrades to the remaining basin, in-

cluding doing excavation so the foundation of the basin embankment could be established on bedrock and its spillway enlarged, a technically challenging and prohibitively costly undertaking. There ensued a manipulation of paperwork to indicate the holding capacity of the basin had dropped to below 16.29 million gallons, which Hoerning, as city engineer, knew to be untrue as to physical fact.

On July 26, 2018, Frontier Homes applied for a general plan amendment and zone change, site plan and design review and tentative tract map for the 65-dwelling unit Villa Serena project on the 9.2 acres the Colonies Partners had obtained from the city. In an effort to facilitate the project and reduce the developer's costs, city staff set about processing the applications, opting to approach the project in such a way that Frontier Homes would not need to carry out a comprehensive environmental impact report on the project and that a less exacting means of environmental certification would take place, that being a declaration by the city council that there would be no untoward environmental impacts from the project, known as a mitigated negative declaration.

In May 2019, Hoerning was installed as the city's acting city manager following the forced departure of her predecessor, City Manager Jeanette Vagnozzi.

In October 2019, the city released for public review the initial study/mitigated negative declaration for the project that had been prepared by its environmental consultant, LSA Associates. Curiously, even though LSA had previously conducted for the city a biological assessment of the basin that was forwarded to the California Department of Fish & Wildlife and which implicitly recognized that a portion of the basin was off limits to development as a protected habitat for several species such that "a total of 7.1 acres of wetlands over the remaining 20-acres of [the] basin" was to be preserved, the initial study/mitigated negative declaration's biological resources section concluded the project would

Continued on Page 11

Public Notices

FBN 20210002249 The following entity is doing business as THE CHICAGO BIKE FIXER 1495 W. 9TH ST #310 UPLAND, CA 91786... BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

FBN 20210002501 The following entity is doing business as TC & BEYOND 3221 S EDENGLEN PASEO ONTARIO, CA 91761... BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

FBN 20210001978 The following entity is doing business as NK JEWELERS 15555 Main Street HESPERIA, CA 92345... BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

Public Notices

April 2 & 9, 2021. FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210002027 The following person(s) is(are) doing business as: Mileys Angel Home Care, 16510 Gala Ave, Fontana, CA 92337... Business is Conducted By: A Limited Liability Company.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210001687 The following person(s) is(are) doing business as: Savas Health LLC, 3100 C Pullman Street, Costa Mesa, CA 92626... Business is Conducted By: A Limited Liability Company.

NOTICE OF PETITION TO ADMINISTER ESTATE OF LAWRENCE EDWARD HAMILTON III, CASE NO. PROPS 2100334 To all heirs, beneficiaries, creditors, and contingent creditors of LAWRENCE EDWARD HAMILTON III, and persons who may be otherwise interested in the will or estate, or both: A petition has been filed by DARLENE HAMILTON in the Superior Court of California, County of SAN BERNARDINO.

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have waived notice or consented to the proposed action. The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority. The petition is set for hearing in Dept. No. S36 at SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT - PROBATE DIVISION 247 W. 3rd STREET SAN BERNARDINO, CA 92415-0212 on MAY 3, 2021 at 09:00 AM.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: RUBEN NIEVES ACEVEDO, SR. CASE NO. PROPS 1900623 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of RUBEN NIEVES ACEVEDO, SR.

THE PETITION FOR PROBATE has been filed by CONSTANCE TURNER in the Superior Court of California, County of SAN BERNARDINO. THE PETITION FOR PROBATE requests that CONSTANCE TURNER be appointed as personal representative to administer the estate of the decedent.

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ten objections with the court before the hearing. Your appearance may be in person or by your attorney. IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: GERTRAUD R. MCADAMS CASE NO. PROPS 2100248 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of GERTRAUD R. MCADAMS

THE PETITION FOR PROBATE requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.)

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a notice under Section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law. YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250.

NOTICE OF PETITION TO ADMINISTER ESTATE OF: ARMANDO MUNGUIA CASTELLANO CASE NO. PROPS 2100297 To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both of ARMANDO MUNGUIA CASTELLANO

THE PETITION FOR PROBATE requests that NOEMI ELIZABETH MUNGUIA be appointed as personal representative to administer the estate of the decedent. The petition requests the decedent's wills and codicils, if any, be admitted to probate. The will and any codicils are available for examination in the file kept by the court.

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petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk. Attorney for the Petitioner: MICHAEL C. MADDUX, ESQ. 1894 COMMERCENTER WEST, SUITE 108 SAN BERNARDINO, CA 92408 Telephone No: (909) 890-2350 Fax No: (909) 890-0106 Published in the San Bernardino County Sentinel on March 26, April 2 & April 9, 2021.

THE PETITION FOR PROBATE requests that TINA MARTIN be appointed as personal representative to administer the estate of the decedent. THE PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.)

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under Section 9052 of the California Probate Code.

Public Notices

The following person(s) is(are) doing business as: Dejewelz On The Go, 7868 Milliken Avenue Apt 508, Rancho Cucamonga, CA 91730, Dejewelz LLC, 7868 Milliken Avenue, Rancho Cucamonga, CA 91730 Business is Conducted By: A Limited Liability Company Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210002694 The following person(s) is(are) doing business as: Gimme Golf Balls, 12142 Central Ave. #142, Chino, CA 91710, Savage Green LLC, 12142 Central Ave. #142, Chino, CA 91710 Business is Conducted By: A Limited Liability Company Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

FICTITIOUS BUSINESS NAME STATEMENT FILE NO-20210003041 The following person(s) is(are) doing business as: Advanced Minds Tutoring, 14191 Redondo Court, Fontana, CA 92336, Mailing Address: P.O. Box 3594, Rancho Cucamonga, CA 91729, Dawnae B. Maldonado, 14191 Redondo Court, Fontana, CA 92336 Business is Conducted By: An Individual Signed: BY SIGNING BELOW, I DECLARE THAT ALL INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT.

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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./ ELIDA FLORES, CEO
Statement filed with the County Clerk of San Bernardino on: 03/24/2021I 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

Public Notices

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 04/02/2021, 04/09/2021, 04/16/2021, 04/23/2021 CNBB14202103IR

FBN 20210003055 The following person is doing business as: GOT PLUMBING 14721 CHOKE CHERRY

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DR VICTORVILLE, CA 92392; CRISTINA M MITCHELL 14721 CHOKE CHERRY DR VCTORVILLE, CA 92392The business is conducted by: AN INDIVIDUALThe registrant commenced to transact business under the fictitious business name or names listed above on: N/ABy 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./ CRISTINA M. MITCHELL, OWNER

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Statement filed with the County Clerk of San Bernardino on: 03/24/2021I 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).Pub-

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lished in the San Bernardino County Sentinel 04/02/2021, 04/09/2021, 04/16/2021, 04/23/2021 CNBB14202104IR

FBN 20210003148 The following person is doing business as: GIGI THE CAKE MAMA 13927 MONTERRAAVE FONTANA, CA 92337{ MAILING ADDRESS 311 W CIVIC CENTER DR SANTA ANA, CA 92701}; GISELLE BARRON 13927 MONTERRA AVE FONTANA, CA 92337The business is conducted by: AN INDIVIDUALThe registrant commenced to transact business under the fictitious business name or

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names listed above on: MAR 22, 2021By 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./ GISELLE BARRON, OWNER
Statement filed with the County Clerk of San Bernardino on: 03/25/2021I 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

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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 04/02/2021, 04/09/2021, 04/16/2021, 04/23/2021 CNBB14202105CV

Provenance Of Arrowhead Water Rights Still Under Question from front page

chairman and interim chief executive officer of BlueTriton Brands. "We have all become increasingly aware of how critical our products and their rapidly evolving innovations are to human wellness and our communities. Our unique U.S. and Canadian platforms provide us opportunities to touch every consumer, in all facets of their lives, and we look forward to strengthening our bonds with consumers and communities by leading with innovation and relevance."

Tony W. Lee, the managing partner of One Rock, said, "The company has an established reputation as a top provider of water and hydration that is favored by consumers across North America. We see significant opportunity to further the market leadership of BlueTriton and look forward to building on the strong foundation that exists in the business today."

Triton is a god of the sea in classical Greek mythology. Combined with the color blue, representing water, the new name reflects, the company said, its "role as a guardian of sustainable resources and a provider of fresh water."

That representation may be put to the test with regard to its Arrowhead Brand holding. There is uncertainty as to whether Nestlé Waters North America had rights to the water it obtained high in the San Bernardino Mountains which it bottled and sold under the Arrowhead brand.

Over the past five years, the Arrowhead water withdrawals in the San Bernardino National Forest have been under a great deal of scrutiny. These withdrawals occur at the Strawberry Creek

headwaters around 5,000 feet elevation using a series of mountainside horizontal borehole wells and tunnels that annually drain multi-millions of gallons of forest groundwater through a two-mile pipeline that terminates at a holding area along Old Waterman Canyon Road, above the City of San Bernardino. The water is then picked-up by large tanker trucks and hauled to a bottling plant. The groundwater withdrawals are reported to the San Bernardino Municipal Valley Water District, which two months ago was undertaking to initiate litigation against Nestlé Waters of North America over those withdrawals. On March 2, 2020 the San Bernardino Municipal Valley Water District Board of Directors met in closed session to discuss pending litigation against Nestlé Waters of North America, Inc. Upon the board reconvening, it was announced that the board gave direction to legal counsel, but no further information has been forthcoming. There are questions as to whether Nestlé formerly had or BlueTriton currently has a legitimate claim to and any future guaranteed access to the water that is the centerpiece of the Arrowhead Spring Water Bottling Enterprise. The California State Water Board, which has ultimate determinative authority over water right issues throughout the Golden State, has an ongoing investigation into the Arrowhead operation and the company's water claims. The board's authority extends to water on federal lands.

Decades ago, Nestlé inherited the Arrowhead water bottling operation from Perrier, which had itself purchased the operation from BCI-Arrowhead. Previous to that, corporate predecessor Arrowhead Puritas was extracting water from Strawberry Canyon based on a ten-year permit issued by the Nation-

al Forest Service in 1978 and renewed annually at a cost of \$524 per year. Arrowhead Puritas was bought out by Beatrice Foods and then morphed into the BCI-Arrowhead Drinking Water Company, which acquired the still-active permit. The BCI-Arrowhead Drinking Water Company applied to extend that permit and, in 1987, while that application process was still uncompleted, Perrier purchased the BCI-Arrowhead Drinking Water Company. The then-pending water extraction permit renewal required a U.S. Forest Service review of the water drafting arrangement and its environmental/ecological impact, which at that point the U.S. Forest Service did not have the immediately available resources to carry out. In a gesture of compromise, Perrier was allowed, pending the eventual Forest Service review, to continue to operate in Strawberry Canyon by simply continuing to pay the \$524-per year fee to perpetuate the water extraction under the terms of the expired permit. In 1992, when Nestlé acquired the Arrowhead brand from Perrier, it inherited the Strawberry Canyon operation and continued to pay the \$524 annual fee without renewing the permit, which at that time existed under the name of the "Arrowhead Mountain Spring Water Co.," one that was never listed legally in corporate filings, but which is currently operating under Nestlé Waters of North America, Inc. In 2017, the California State Water Board's initial investigation limited Nestlé's temporarily authorized water withdrawals in the San Bernardino Mountains to 26 acre-feet a year. An acre foot equals 325,851.4 gallons or 43,560 cubic feet, the amount of water that would cover one acre, 43,560 square feet, to the depth of one foot. The 26 acre-feet allotment is about 20 per-

cent of the 192 acre-feet (62.56 million gallons) Nestlé was previously siphoning from Strawberry Canyon annually. Records indicate that Nestlé has not complied with the reduced authorized water orders, and that the company took 144 acre-feet in 2017, 141 acre-feet in 2018 and 210 acre-feet in 2019, with no indication of compliance in 2020 or 2021. In this way, Nestlé's Arrowhead Spring Water bottling division was potentially vulnerable to enforcement action and hefty fines. BlueTriton has inherited that vulnerability. Moreover, continued depletion of the Strawberry Canyon water source is likely to prompt the state water board to make an exhaustive review of the water rights pertaining to the Arrowhead Spring Water operation that grew out of that company's corporate predecessor's claims to the water drawn at the 5,000 foot elevation in Strawberry Canyon.

The *Sentinel's* review of the public record indicates those rights were erroneously conflated with a spring much lower

down the mountain at the 2,000 foot elevation proximate to the historic Arrowhead Springs Hotel. It thus would appear that Nestlé did not, in fact, have a valid claim to the Arrowhead water it sold to One Rock Capital Partners, LLC and Metropoulos & Company. In a recent correspondence obtained by the *Sentinel*, state water board officials indicated that the new owners would need to comply with California laws and regulations and be the respondent to the water rights being investigated. The US Forest Service permit for the Arrowhead pipeline expires in August 2021. According to the permit terms, the permit is non-transferable; the new owner would need to reapply for the permit with conditions attached. If the water rights case rules against Nestlé/BlueTriton and a determination that environmental damage has been done to Strawberry Canyon and/or forest property dependent upon the aquifer Strawberry Creek supplies, specific liability on Nestlé's/BlueTriton's part could follow, including

accountability for making false claims to the federal government to obtain a permit. This legal trouble was only a fraction of the liabilities that were mounting for Nestlé Waters North American water bottling operations in the U.S. and Canada prior to the sale to One Rock Capital Partners, LLC and Metropoulos & Company. Across the country there was further litigation over Nestlé's water drafting including a class action lawsuit involving Poland Springs in Maine.

Metropoulos & Company publicist, Hannah Arnold, has not responded to the *Sentinel's* inquiries as to whether the company's officers are aware of the full extent to which the rights to the water in Strawberry Canyon are under challenge and if the company would be willing to forsake that part of BlueTriton's water portfolio if the California State Water Board makes a determination that the company's claim is invalid.

-Amanda Frye and Mark Gutglueck

Home-Based Restaurants from page 3

this week extended to the experience of Riverside County, which was the first county in California to liberalize the regulation of home-based eateries. According to Dugas's report, "The San Bernardino County Division of Environmental Health Services held four regional meetings with the cities and towns within San Bernardino County in late February/early March of 2020 to discuss what MEHKOs are and how their authorization in San Bernardino County may affect their city. The purpose of the meetings was not only to provide education on the new regulations on MEHKOs, but also to obtain their input. The Division

of Environmental Health Services consulted with Riverside County's Department of Environmental Health and city code enforcement agencies to evaluate the implementation of their MEHKO program. Of the 62 California Health Jurisdictions, six have 'opted-in' and two have 'opted-out'. Upon presentation of this report, the Department of Public Health is requesting the board to discuss the authorization of MEHKOs and provide the department further direction on how to proceed in regard to MEHKOs. If the Board decides to 'opt-in', the Division of Environmental Health Services is ready for implementation."

Supervisor Janice Janice Rutherford reflected the attitude of the board when she said, "We had speaker after speaker at

that dais today explaining exactly how this law would help them take advantage of economic opportunities," Rutherford said. "If this pandemic has made anything clear, it's that people need more opportunities."

The board voted to go ahead with the allowing the home-based operations, temporarily.

Once the county opts in to the microenterprise home kitchen operations program, all 22 incorporated cities and two incorporated towns along with the county's remaining unincorporated communities would not have the authority to prevent the operations from setting up shop and they would not be able to limit where they are located, as such operations are not subject to zoning restrictions.

Last Minute Emails Among Upland Staff Reveal Duplicity

from page 11

have “no impact” on “any riparian habitat” or “protected wetlands.”

Among 15 comments the city received on the initial study/mitigated negative declaration was one from Bill Rodstrom, a former U.S. Fish and Wildlife Service biologist well acquainted with the project site, which noted his sighting or knowledge of threatened species on the property in question. The city staff’s processing of the project documents was delayed as a result of the public comments, an indication city staff was fully aware of the situation. There was further evidence that Q₃ recognized the project was slated to take place on property deemed undevelopable.

On December 11, 2019, the Upland Planning Commission considered the Villa Serena project and extended those hearings until January 22, 2020 because of the volume of citizen input, which included 17 residents expressing opposition to the project. At the January 22, 2020 meeting, another 27 residents weighed in against the project. A commission vote to recommend that the city council approve the initial study/mitigated negative declaration failed on a 2-to-3 vote. A motion to recommend that the city council reject the initial study/mitigated negative declaration was thereafter adopted on a 3-to-2 vote.

After the city council’s consideration of the Villa Serena project was postponed from March 23, 2020, it was rescheduled to take place on April 13, 2020.

On April 12, 2020, the day before the meeting, Councilwoman Janice Elliott sent an email to Hoerning, who by that point had been elevated to the position of full-fledged city manager, and Development Services Director, Robert Dalquest. Elliott asked both, “What, if any, correspondence was written to or received from California Department of Fish & Wildlife pursuant to the California Environmental Quality Act guidelines regarding the mitigated negative declaration?” and “If the

California Department of Fish & Wildlife was not notified, why weren’t they notified?”

The day of the meeting, at 11:43 a.m., Dalquest responded to Elliott’s email, stating that the city’s decision not to notify the California Department of Fish & Wildlife about the project was based on the 2018 Biological Resources Assessment that Frontier Homes submitted to the city as part of its project application.

“As part of the California Environmental Quality Act process in preparing the initial study, a biological assessment was prepared, and the biological consultant, RCA Associates, reviewed and evaluated the data sources from the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service (National Diversity Data Base),” Dalquest wrote

with regard to Elliott’s first question regarding correspondence with the California Department of Fish & Game. “Based on RCA’s assessment, no sensitive biological resources (sensitive species and critical habitat) have been documented in the immediate area according to the data resources by these agencies. Also, on-site biological surveys were performed and in the surrounding areas for the presence of native habitats which may support populations of sensitive wildlife species. The property and adjoining area were also evaluated for the presence of sensitive habitats associated with wetlands, vernal pools, riparian habitats, and jurisdictional areas. The conclusion was that the site presently contains primarily buckwheat shrubland community, and that only common wildlife to urban areas was observed. The surveys also included the presence of the burrowing owl and suitable habitat to support the burrowing owl. Both were not present. Only the standard mitigation for the burrowing owl and nesting birds was necessary.”

To Elliott’s second question, Dalquest responded, “Based on the biological assessment detailed above, it was not necessary for the California Environmental Quality Act analysis of this project to notify CA De-

partment of Fish & Wildlife and US Department of Fish & Wildlife.”

At 2:08 p.m., on April 13, 2020, a little less than five hours before the meeting was set to get under way at 7 p.m., Hoerning, somewhat belatedly, emailed a copy of the city’s 1999 streambed alteration agreement with California Department of Fish & Wildlife as well as LSA’s 2006 report for the city on status of the reestablished wetlands on the basin footprint to Dalquest. Twenty-five minutes later, at 2:33 p.m., Dalquest forwarded the same documents to the city’s associate planner, Joshua Winter, requesting that he forward them “to LSA and ask them if this has any bearing on the biological assessment that was done for the project. Should we have contacted the California Department of Fish & Wildlife?”

Five minutes later, at 2:38 p.m., Winter forwarded them to LSA saying, “please take a look at the attached documentation. Does this have any bearing on the bio assessment for the project? Should we have sent this to Fish and Game?”

Two minutes later, at 2:40 p.m., LSA’s project manager, Carl Winter, who is no blood relation to Joshua Winter, responded, “I have not seen these documents today and am basing my response on a quick read of what you have provided. From these documents, it appears the basin has previously been reduced in size and mitigation for those impacts established. The current biological resources assessment did not address previous basin activities, identify impacts to jurisdictional areas and did not provide recommendations for jurisdictional impacts. I am not sure if the information you just provided was available to the applicant, the project biologist or the project team. If the basin is subject to a binding streambed alteration agreement, the current biological assessment would have benefited from including this information. The initial study/mitigated negative declaration could have incorporated this information appropriately. It appears, due to this ‘new’ or newly identified information of past activity in the basin and the agreement,

there is sufficient cause to have warranted distribution to the California Department of Fish & Wildlife during public review. Having not done so, this is a potential avenue of challenge to any city council decision made tonight.”

Twenty minutes later, Carl Winter informed Joshua Winter that, “If the applicant can provide evidence that the planned basin modifications are outside the limits of the area covered under the earlier streambed alteration agreement, you may be in better shape. I don’t have access to that data.”

At 4:23 p.m., Dalquest emailed Tim Nguyen, Frontier Homes’ representative, asking, “Can you give me a call as soon as possible” and forwarding LSA’s prior email noting that the failure to distribute the initial study/mitigated negative declaration to California Department of Fish and Wildlife was “a potential avenue of challenge to any city council decision made tonight.”

At 5:05 p.m., Dalquest also emailed the California Department of Fish and Wildlife documents to Nguyen.

When the council meeting commenced, Elliott was critical of staff’s failure to notify the California Department of Fish and Wildlife about the project, remarking that she personally observed “an incredible amount of undisturbed native plants” on the project site.

Dalquest, however, made no mention of the documentation that was in staff’s possession nor of Carl Winter’s assessment, made that afternoon, that the streambed alteration agreement with the California Depart-

ment of Fish & Game had tremendous significance for the project proposal or that the current biological assessment would have benefited from inclusion of the information contained in the 2006 biological assessment done by LSA Associates for the city to show the Department of Fish & Wildlife that it had complied with the 1999 agreement to preserve the basin property as wetlands. Nor did Dalquest mention that the initial study/mitigated negative declaration should have incorporated the information from the 2006 biological assessment and that the plans for the development should have been distributed to the California Department of Fish & Wildlife during the public review of the project. Dalquest further stonewalled Elliott and the city council by not telling her or them that Carl Winter believed that this withholding of information presented fruitful grounds for challenging any approval of the project. Rather, Dalquest told the city council that Frontier Homes’ biological resources assessment validated the city’s decision to not seek California Department of Fish and Wildlife review of the project. A total of 21 people addressed the council telephonically with regard to the Villa Serena proposal, all of whom were in opposition to the project and/or questioned the conclusions of the initial study/mitigated negative declaration, including a speaker who agreed with Councilwoman Elliott “that it was negligent not to notify the Fish & Wildlife Department concerning this.”

After the public had spoken, Frontier Home’s

spokesman, Andrew Wennerstrom, stated the basin was “not meant to be habitat” and “needs to function as a basin, not a wildlife habitat” and that “It’s just not true” that the project site qualified as a wetlands. Despite Councilwoman Elliott’s assurance to her colleagues that her own survey of the project site revealed Frontier Homes’ biological resources assessment was “negligent” and that the council should reject it and require an environmental impact report, none of her colleagues seconded her motion to deny the project approval. After her motion failed, a motion to approve the project was made, was seconded and passed 4-to-1 with Elliott dissenting, and Mayor Debbie Stone, and councilmen Bill Velto, Rudy Zuniga and Ricky Felix prevailing.

Thereafter, a band of citizens formed Friends of Upland Wetlands, which sued the city over the project approval, naming Frontier Homes as a real party in interest.

Neither Dalquest nor Hoerning, who has been put on leave from her position as city manager, responded to a request from the *Sentinel* for comment.

The *Sentinel* contacted Scott Sommer, the lawyer representing Frontier Homes. Sommer said he did not want to comment on the documents in the *Sentinel*’s possession, saying a spokesman for Frontier Homes or his law firm would provide a public statement with regard to where the litigation against the city over the project approval stands at present. That statement was not forthcoming by press time.

-Mark Gutglueck

Truck Stop Is The Best Bloomington Can Do, Chandi Representative Says

from page 4

ing Tuesday’s meeting signaled to the members of the board of supervisors that they can count on her boss, Nachhattar Singh Chandi, coming through with some mega-donations in the future if the Bloomington Commercial Center were to be approved. “The Chandi Family is known for their generosity to the communities in which we do

business,” Merrihew said.

Merrihew somewhat obliquely acknowledged what many of the project’s opponents said, that the Chandi Group had initially proposed a far different undertaking than what was ultimately approved by the board of supervisors.

“We made many revisions to the site design for different reasons, project economics, changing interests in prospective tenants, but one thing that has not changed from Day One when we put the project together: we knew it would be a gas station

and we knew we wanted to have a truck fueling station,” Merrihew said, indicating that the Chandi Group assumed from the outset that Bloomington is fated to be a trucking-oriented community. “The reason for that was clear when we drove the area and saw the number of trucks that are here. When we see the warehouses that are in your community, we knew that it made sense. The final design that we’ve come up with is bright, its attractive, it’s welcoming.”

Merrihew minimized, *Continued on Page 12*

Former Redlands City Manager's Case Founders from page 10

ing her to coordinate, after work hours and over weekends, his approaches to “date” women 25 years, 30 years and 35 years his junior. Martin-Hagan’s raising of those issues, coming as they did in 2018, at the height of the so-called “Me Too” juggernaut, which embodied deep outrage at the phenomenon of men’s sexual harassment of women, and in particular sexual harassment by men in positions of authority and power, felled Martinez. In September 2018 he was put on administrative leave. In November 2018, he was terminated.

That action came at some expense to the city. The city council did not

cite any cause in taking that action, meaning that he would be due any severance pay due him under his contract. From shortly after the time he was hired as city manager, Martinez had been keeping a “black book,” on Redlands city officials, accounts of special favors that had been done for council members, corners that had been cut, utterances made by council members during their closed door and executive sessions outside the view or hearing of the public, details relating to police department and code enforcement activity that pertained to the council members, their domiciles, their family

members and their property, the what where, how and when of accommodations, services and goods paid for by the city’s taxpayers not available to average citizens but which were provided to members of the city council, as well as variances between public pronouncements by the council’s members and action taken during closed door votes or statements uttered in private.

Martinez, in a less-than-subtle effort at blackmail, let it be known to certain city officials that a guarantee of his silence could be purchased for a \$1,305,667.15 payout, which was to include 44 weeks of his annual pay of \$282,859.05, subtotaling \$239,342.28 along with 44 weeks of his \$78,383.94 in annual benefits subtotal-

ing \$66,324.87, and \$1 million. The city instead consented to pay him \$845,325, consisting of \$255,680 in salary and other pay from January 1 to November 6, \$42,631 in benefits from January 1 to November 6, \$225,313 for his accumulated and unused vacation and sick leave, and a severance payout equal to 15 months of his salary, consisting of \$364,332. The \$845,325 he received in 2018 made him the fifth highest paid public employee in California that year.

Martinez, however, believed he had gotten a raw deal. The city had made no allowance for the continuation of his and his children’s medical coverage into perpetuity, as was provided for in the March 1, 2016 third

amendment to his employment agreement with the city.

Martinez pocketed the \$845,325 and made a bee-line to the law office of attorney Sanford Kassel, who filed a \$1.5 million lawsuit against the City of Redlands on behalf of Nabar Martinez, Enrique Anatoly Maryshev-Martinez and Marianna Valentina Marysheva Martinez.

Initially, the matter was considered by Judge Donna Gunnell Garza before it was transferred to Judge Ochoa.

The city, while acknowledging that the March 1, 2016 third amendment had been inserted into Martinez’s employment agreement with the city, maintained the clause was both illegal and unenforceable be-

cause if provided Martinez with “postretirement health benefits... more advantageous than provided generally to other public employees” in accordance with the California Government Code.

Martinez maintained that a deal is deal and the city was contractually obligated to provide him and his children with the lifelong benefits. Martinez maintained California contract law and precedent cases meant he and his children were entitled to what had been promised them.

“None of the cases cited by plaintiff involve a court ordering a party to comply with an illegal term of the contract but instead concern the enforcement of servable legal provisions,” Ochoa ruled.

Chandi's Money Compromises Supervisors' Judgment from page 10

as best she could, the big rig-centric aspect of the project.

“It’s intended to be a neighborhood center,” she said. “The project is not designed to entice truck drivers to pull in and stay for long periods. We don’t have lounge areas, nor are we affiliated with any of the major truck stop companies. What we are looking to do is just provide a convenient stop for those trucks that are already in the neighborhood.”

Merrihew did not address reports that Chandi Enterprises intends to approach Amazon and FedEx and cut them deals for fueling contracts, which will bring their traffic from Fontana and Rialto to Bloomington to use its truck stop.

She said the project will “generate new jobs” and serve as means of improving the local economy “in the way of sales tax revenue. Gas tax revenues are a big economic incentive to cities and communities.”

Merrihew said the Bloomington truck stop would be a success. “This isn’t our first rodeo,” she said.

Speaking to how the project started out as one thing – a retail center that was to center around a restaurant – and ended up as another – a truck stop without a restaurant – Merrihew denied that the Chandi Group had en-

gaged in bait and switch tactics. It was just that a truck stop is the best that can be had in Bloomington, she said.

“We know that the community would like to see retail stores and restaurants in new development,” she said. “Honestly, so would I, but we’ve spoken with a lot of real estate brokers, pre-COVID and now during this situation, and at the present time we’ve got a lot of ‘nos’ on the area. People don’t like to hear this, but when the national retailers look at an area, they look at the demographics and what it will support, and right now they’re telling us that we just don’t have – they use the word retail gravity. We just don’t have that here.”

Young said he believes the community will come to regret the action the board of supervisors took on Tuesday, but that day will come long after the current set of politicians who okayed the project are out of the picture.

“They rushed through with a negative declaration on this, and the grave potential of what this will do to the groundwater beneath it is unmitigated,” Young said. “There was a really embarrassing moment when the documentation for compliance with the California Environmental Quality Act was examined, and it was clear they had used material that was copied and pasted from a previous document for a different project in Sun Valley, in a different county. That

was an out-and-out misrepresentation. The county did not question those documents.”

Young said, “This project evolved over a two-year period and they began and ended the environmental assessment long before they got to the final version. They did not bother to update the study before they put the draft out there to be certified and rushed through the negative declaration. At the meeting when the superintendent of the Colton School District said that the issues that had been raised were not satisfactorily addressed, the board of supervisors didn’t bat an eye. The actual documentation that was provided in conjunction with this project was shoddy as hell, with documents that cut right to the heart of the threat to regional groundwater hidden from the public. The county relied upon a consultant handpicked by the developer to carry out what essentially became the basis for the environmental certification of the project, and the county land use staff, the county planning commission and the board of supervisors were provided with only what that consultant wanted them to see.

“They are going to allow contaminated water to go straight into the ground untreated with only the interruption of an infiltration chamber,” Young continued. “They are just going to let dirty rainwater be infiltrated straight into the

soil. They are not cleaning that water before it goes into the ground and in 30 or 40 years, in every square inch of the valley, we won’t be able to use the water below us because it will have been poisoned. Instead of forcing the developer to spend \$500,000 now, they are going to make it so the county’s future taxpayers will have to spend \$500 million or more later.”

Young said he had special concern with regard to Supervisor Baca, who represents Bloomington on the board of supervisors. The other board members, he said, do not represent Bloomington or San Bernardino County’s Mid-Valley, and one could anticipate that they would not have the local population’s best interests at heart.

“I was hoping Joe Baca, Jr. might do the right thing and convince his colleagues that we need to be very careful about this,” Young said. “Basically he went along with the developer on this project over the concerns of the community. He did not fight to get any of the potential sales revenue to be designated for the community and to offset the problems this project is going to bring. All the revenue will go into the county general fund. If he did not wish to stop the project or did not feel he had the votes to do so, he could have at least tried to get some of the funds designated for the community. At one point, Mr. Baca did try to push the devel-

oper to add the restaurant pad back into the project, but went along with staff who said they could not make any changes to the site plan at this time. Ultimately, he took at face value the word of someone who appeared to be misrepresenting things, and did not demand the substance of that representation to be included in the approval. Time will tell if Mr. Chandi will ever keep his verbal promise.

“The long term impact on this will run into the hundreds of millions of dollars,” Young lamented. “Sadly, this is another example of a supervisor not standing with the community. There are many people in Bloomington who had hope that Mr. Baca would be different than his predecessor, who engaged in selling us out to the highest donor on a regular basis.”

At the February 18 county planning commission meeting at which the project was considered, six Bloomington residents spoke in opposition to the project. A common theme in most of the statements related to the unsuitability of the site as a truck stop. The planning commission voted 4-to-0 to recommend to the board of supervisors that it approve the project. Kareem Gongora, Baca’s appointment to the commission, abstained.

Heidi Duron, the county’s planning director, at this week’s board of supervisors meeting said, “You can see that

while there is parking and services offered as convenience for trucks, the project is a commercial center that will serve the Bloomington community at large with auto fueling and drive-thru restaurants.”

Neither Duron nor Chandi Enterprises’ environmental consultant Chuck Holcomb addressed the manner in which an infiltration chamber was to be used to collect stormwater runoff from the project, and neither offered an explanation of the basis upon which Chandi Enterprises had obtained a water discharge permit to inject that contaminated water into the regional aquifer.

Deputy County Counsel Jason Searles was assigned by the county’s top lawyer, County Counsel Michelle Blakemore, to vet the project from a legal standpoint. Searles is said to have had misgivings about the project and whether its approval would withstand a legal challenge on environmental certification grounds. Blakemore, whose function during her tenure as county counsel has brought her face-to-face with multiple circumstances in which bribes and kickbacks are being channeled to members of board of supervisors, has advised her staff that if they want to keep their jobs, they will need to look the other way when indications of graft on the part of their political masters, the county supervisors, loom into view.