

To: Sean Absher
From: Bill Scroggins
Date: Sep 29, 2017, at 12:46 PM
RE: Settlement with City of Walnut

I met with David Hall, Rosanne Bader, and Jay Chen this morning. Here are the major points from that discussion.

1. The Board is unified in commitment to seeking a reasonable settlement and is encouraged by the news that the City Council is open to allowing dirt moving to the West Parcel.
2. We understand that the City Council may ask for some conditions on the West Parcel site given the presence of the dirt. There is no interest in a settlement that includes the necessity to re-engineer the site. The settlement should include the College implementing grading plans already submitted to the City. That said, you are authorized, if needed, to offer the following.
The site will be landscaped to provide a visually appealing and environmentally friendly location. The College will provide water irrigation and maintenance of the site. The college is open to the details of the landscaping which will be accomplished through an RFP and contracted services.
The College is open to contouring the site with swales, mounds, and/or slopes but not to the extent that additional re-engineering or permitting is needed. Gary Nellesen is on call to provide details if needed.
The College is open to a hiatus period during which the site is used for nothing more than open space. While the desired dormant period is that of the 2018 Facilities Master Plan timeline of 10 years, the College is open to a period of 15 years, or, if absolutely necessary, a maximum of 20 years.
3. An acceptable settlement would include the ability for the College to immediately begin to mobilize for dirt moving, then begin preparation of the West Parcel site followed by dirt moving according to the plans submitted to the City.
4. While the College maintains that an MOU spelling out how the College and City would work together on future projects that are in the categories of Exempt, Educational, and Non-Educational, we are most interested in restoring a period of trust and mutual cooperation. If an MOU is not desired by the City, we will accept that request and do our part to restore trust and collaboration.
5. The nature of the settlement is to end legal action in progress or contemplated. While there are legal procedural vehicles to accomplish this end with a high level of oversight, the College is willing to accomplish this outcome with the minimum level of compliance on which our legal representatives can agree.

If the need arises, call my office at 909-274-4250 or my cell at 909-238-3337.