

ENVIRONMENTAL IMPACT REPORT

City of Chula Vista
Application Form

Case No. _____
Deposit _____
Receipt No. _____
Date Rec'd _____
Accepted by _____
Project No. _____

A. GENERAL INFORMATION

- 1. PROJECT TITLE _____
- 2. PROJECT LOCATION (Street address and/or description. Attach Local Vicinity Map, and Topographical Map) _____

Assessors Book, Page & Parcel No. _____

- 3. PROJECT DESCRIPTION (Land use, types, distribution, infrastructure) _____

- 4. PROJECT OBJECTIVES _____

- 5. Full Name of Applicant _____
Title and Name of Firm _____
Address _____ Phone _____
City _____ State _____ Zip _____

- 6. Full Name of Preparer/Agent _____
Title and Name of Firm _____
Address _____ Phone _____
City _____ State _____ Zip _____
Relation to Applicant _____

- 7. Discretionary permits or approvals required. _____

- 8. Have any alternatives for this project been established? (Please identify) _____

9. An Initial Study has been completed for this project. Yes___ No___

*If an Initial Study Application has previously been filled out for this project, attach a copy to this page. If not, complete the remainder of this application.

B. PROPOSED PROJECT

1. Land Area: sq. footage _____ or acreage _____
If land area to be dedicated, state acreage and purpose.

2. Complete this section if project is residential.

a. Type development: Single family _____ Multi-family _____

b. Total number of structures _____

c. Total number of Units: 1 bedroom _____ 2 bedrooms _____
3 bedrooms _____ 4 bedrooms _____ Total units _____

d. Max. height of structures _____

e. Gross density (DU/total acres) _____

f. Net density (DU/total acres minus any dedication) _____

g. Estimated project population _____

h. Estimated sale or rental price range _____

i. Square footage of structure(s) _____

j. Percent of lot coverage by buildings or structures _____

k. Number of on-site parking spaces to be provided _____

l. Percent of site in road and paved surface _____

3. Complete this section if project is commercial or industrial.

a. Type(s) of land use _____

b. Floor area _____ Height of structure(s) _____

c. Type of construction materials _____

d. Major access points _____

e. Orientation to adjoining properties and streets _____

f. Number of on-site parking spaces provided _____

g. Estimated number of employees per shift _____, Number of
shifts _____ Total _____

h. Estimated number of customers (per day) and basis of estimate _____

- i. Estimated range of service area and basis of estimate _____
- _____
- j. Type/extent of operations not in enclosed buildings _____
- _____
- k. Hours of operation _____
- l. Type of exterior lighting _____

4. If project is other than residential, commercial or industrial complete this section.

- a. Type of project _____
- _____
- _____
- b. Type of facilities provided _____
- c. Height of structure(s) - maximum _____
- d. Number of on-site parking spaces to be provided _____
- e. Other pertinent project information _____
- _____
- _____

C. PROJECT CHARACTERISTICS

1. If the project could result in the direct emission of any air pollutants, (hydrocarbons, sulfur, dust, etc.) identify them.

2. Is any type of grading or excavation of the property anticipated?
 Yes _____ No _____ (If yes, complete the following:)

- a. Excluding trenches to be backfilled, how many cubic yards of earth will be excavated? _____
- b. How many cubic yards of fill will be placed? _____
- c. How much area (sq. ft. or acres) will be graded? _____
- d. What will be the - Maximum depth of cut _____
 Average depth of cut _____
 Maximum depth of fill _____
 Average depth of fill _____

3. Could the project result in a substantial change in topography or ground surface relief features? (Please identify) _____

4. Will there be any noise generated from the proposed project site or from points of access which may impact the surrounding or adjacent land uses? _____

5. Describe all energy consuming devices which are part of the proposed project and the type of energy used (air conditioning, electrical appliance, heating equipment, etc.) _____

6. Describe all water conservation techniques which are part of the proposed project and all water consumption offsets proposed (i.e., installation of ultra low-flow toilets, etc.) _____

7. Describe all off-site water reduction facilities. _____

8. Indicate the water source for the project site (i.e., which water district, private well) _____

9. Indicate the amount of natural open space that is part of the project (sq. ft. or acres) _____

10. If the project will result in any employment opportunities describe the nature and type of these jobs. _____

11. Will highly flammable or potentially explosive materials or substances be used or stored within the project site? _____

12. How many estimated automobile trips, per day, will be generated by the project? _____

13. Describe (if any) off-site improvements necessary to implement the project, and their points of access or connection to the project site. Improvements include but not limited to the following: new streets; street widening; extension of gas, electric, and sewer lines; cut and fill slopes; and pedestrian and bicycle facilities.

D. DESCRIPTION OF ENVIRONMENTAL SETTING

1. Geology

Has a geological or geotechnical report been conducted on the property? Yes _____ No _____ (If yes, please attach)

Describe the existing site topography and layout _____

2. Hydrology

Are any ground or surface water features present on or adjacent to the site? Yes _____ No _____ (If yes, please explain in detail.)

- a. Is there any surface evidence of a shallow ground water table? _____
- b. Are there any watercourses or drainage improvements on or adjacent to the site? _____
- c. Does runoff from the project site drain directly into or toward a domestic water supply, lake, reservoir or bay?

- d. Could drainage from the site cause erosion or siltation to adjacent areas? _____
- e. Describe all drainage facilities to be provided and their location. _____

3. Noise

- a. Are there any noise sources in the project vicinity which may impact the project site? _____

4. Biology

- a. Is the project site in a natural or partially natural state?
Yes _____ No _____
- b. If yes, has a biological survey been conducted on the property?
Yes _____ No _____ (Please attach a copy, if available)
- c. Indicate location, height, diameter, species, and quantity of trees on the site and which (if any) will be removed by the project. _____

5. Past Use of the Land

- a. Are there any known historical or archeological/palentological resources located on or near the project site? _____

- b. Are there any known paleontological resources? _____

- c. Have there been any hazardous materials disposed of or stored on or near the project site? _____

- d. What was the land previously used for? _____

6. Current Land Use

- a. Describe all structures and land uses currently existing on the project site. _____

- b. Describe all structures and land uses currently existing on adjacent property.
North _____
South _____
East _____
West _____

7. Social

- a. Are there any residents on site? Yes ____ No ____
(If yes, how many?) _____
- b. Are there any current employment opportunities on site?
Yes ____ No ____ (If yes, please describe) _____

8. Please provide any other information which may assist in the evaluation of the proposed project. _____

E. CERTIFICATION

I, _____
_____ or
Owner/owner in escrow*

I, _____
_____ or
Consultant or Agent*

HEREBY AFFIRM, that to the best of my belief, the statements and information herein contained are in all respects true and correct and that all known information concerning the project and its setting has been included in this application for an Environmental Impact Report.

DATE: _____

*If acting for a corporation, include capacity and company name.

Appendix B
THE CITY OF CHULA VISTA DISCLOSURE STATEMENT

You are required to file a Statement of Disclosure of certain ownership or financial interests, payments, or campaign contributions, on all matters which will require discretionary action on the part of the City Council, Planning Commission, and all other official bodies. The following information must be disclosed:

1. List the names of all persons having financial interest in the property which is the subject of the application or the contract, e.g., owner applicant, contractor, subcontractor, material supplier.

2. If any person* identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person* identified pursuant to (1) above is non-profit organization or a trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

4. Have you had more than \$250 worth of business transacted with any member of the City staff, Boards, Commissions, Committees, and Council within the past twelve months? Yes ___ No ___
If yes, please indicate person(s): _____

5. Please identify each and every person, including any agents, employees, consultants, or independent contractors who you have assigned to represent you before the City in this matter.

6. Have you and/or your officers or agents, in the aggregate, contributed more than \$1,000 to a Councilmember in the current or preceding election period? Yes ___ No ___ If yes, state which Councilmember(s): _____

(NOTE: ATTACH ADDITIONAL PAGES AS NECESSARY)

Date: _____

Signature of contractor/applicant

Print or type name of contractor/applicant

** Person is defined as: "Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other county, city and country, city municipality, district, or other political subdivision, or any other group or combination acting as a unit."*

APPENDIX C

(1 of 3)

DEVELOPMENT PERMIT PROCESSING AGREEMENT

Permit Applicant: _____
Applicant's Address: _____
Type of Permit: _____
Agreement Date: _____
Deposit Amount: _____

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a development permit ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

Whereas, Applicant has applied to the City for a permit of the type aforereferenced ("Permit") which the City has required to be obtained as a condition to permitting Applicant to develop a parcel of property; and,

Whereas, the City will incur expenses in order to process said permit through the various departments and before the various boards and commissions of the City ("Processing Services"); and,

Whereas the purpose of this agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.

Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Permit, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty.

As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforereferenced ("Deposit").

1.1.1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the conclusion of processing Applicant's Permit, any portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Permit, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the e City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

2. City's Duty.

City shall, upon the condition that Applicant is no in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide processing services in relation to Applicant's Permit application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant's Permit application, or for failure to process Applicant's Permit within the time frame requested by Applicant or estimated by City.

2.2. By execution of this agreement Applicant shall have no right to the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant's Permit Application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

3. Remedies.

3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to suspend and/or withhold the processing of the Permit which is the subject matter of this Agreement, as well as the Permit which may be the subject matter of any other Permit which Applicant has before the City.

3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law or equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. Miscellaneous.

4.1 Notices.

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified adjacent to the signatures of the parties represented.

4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

4.3. Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.

4.4. Signatory Authority.

This signatory to this agreement hereby warrants and represents that he is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he has not been authorized to execute this Agreement by Applicant.

APPENDIX C
(3 of 3)

4.5 Hold Harmless.

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions in processing or issuing Applicant's Permit, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole negligence or sole willful conduct of the City, its officers, or employees known to, but not objected to, by the Applicant. Applicant's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgement or not. Further, Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such actin, but such participation shall not relieve the applicant of any obligation imposed by this condition.

4.6 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

Now therefore, the parties hereto, having read and understood the terms and conditions of this agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

Dated: _____

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA

By: _____

Dated: _____

By: _____