



APPLICATION CANNOT BE ACCEPTED UNLESS SITE PLAN IS FOLDED TO FIT INTO AN 8-1/2 X 11 FOLDER

For Office Use Only

Case No. IS-_____
Dpst. Amnt. _____
Receipt No. _____
Date Rec'd. _____
Accepted by _____
Project No. FA-_____
Dpst. No. DQ-_____
CIP No. _____
Related Case No. _____

PRELIMINARY ENVIRONMENTAL REVIEW

City of Chula Vista
Application Form

A. BACKGROUND

- 1. Project Title _____
- 2. Project Location (Street address or description) _____

- 3. Assessors Book, Page & Parcel No. _____
Brief Project Description _____

- 4. Name of Applicant _____
Address _____ Fax # _____ Phone _____
City _____ State _____ Zip _____
- 5. Name of Preparer/Agent _____
Address _____ Fax # _____ Phone _____
City _____ State _____ Zip _____
Relation to Applicant _____
- 6. Indicate all permits or approvals and enclosures or documents required by the Environmental Review Coordinator.

a. Permits or approvals required.

- ___ General Plan Amendment ___ Design Review Application ___ Specific Plan
- ___ Rezone/Prezone ___ Tentative Subd. Map ___ Conditional Use Permit
- ___ Grading Permit ___ Redevelopment Agency OPA ___ Variance
- ___ Tentative Parcel Map ___ Redevelopment Agency DDA ___ Coastal Development
- ___ Site Plan & Arch. Review ___ Public Project ___ Other Permit
- ___ Special Use Permit ___ Annexation

If Project is a General Plan Amendment and/or rezone, please indicate the change in designation from _____ to _____.

b. Enclosures or documents (as required by the Environmental Review Coordinator).

- ___ Grading Plan ___ Arch. Elevations ___ Hydrological Study
- ___ Parcel Map ___ Landscape Plans ___ Biological Study
- ___ Precise Plan ___ Tentative Subd. Map ___ Archaeological Study
- ___ Specific Plan ___ Improvement Plans ___ Noise Assessment
- ___ Traffic Impact Report ___ Soils Report ___ Other Agency Permit
- ___ Hazardous Waste Assessment ___ Geotechnical Report ___ Other

7. Indicate other applications for permits or approvals that are being submitted at this time.

a. Permits or approval required.

- | | | |
|---|--|---|
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Design Review Application | <input type="checkbox"/> Specific Plan |
| <input type="checkbox"/> Rezone/Prezone | <input type="checkbox"/> Tentative Subd. Map | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Grading Permit | <input type="checkbox"/> Redevelopment Agency OPA | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Tentative Parcel Map | <input type="checkbox"/> Redevelopment Agency DDA | <input type="checkbox"/> Coastal Development |
| <input type="checkbox"/> Site Plan & Arch. Review | <input type="checkbox"/> Public Project | <input type="checkbox"/> Other Permit |
| <input type="checkbox"/> Special Use Permit | <input type="checkbox"/> Annexation | |

B. PROPOSED PROJECT

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

b. Does the project involve the construction of new buildings, or will existing structure be utilized? _____

2. Complete this section if project is residential or mixed use.

- a. Type of development: Single-Family Two Family Multi-Family
 Townhouse Condominium
- b. Total number of structures _____
- c. Maximum height of structures _____
- d. Number of Units: 1 bedroom _____
 2 bedrooms _____
 3 bedrooms _____
 4 bedrooms _____
 Total Units _____
- 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 _____
- 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 or mixed use.

- a. Type(s) of land use _____
- b. Floor area _____ Height of structure(s) _____
- c. Type of construction used in the structure _____
- d. Describe major access points to the structures and the orientation to adjoining properties and streets _____
- e. Number of on-site parking spaces provided _____
- f. Estimated number of employees per shift _____
 Number of shifts _____ Total _____
- g. Estimated number of customers (per day) and basis of estimate _____
- h. Estimated number of deliveries per day _____

- 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. Square feet of enclosed structures _____
 - d. Height of structure(s) – maximum _____
 - e. Ultimate occupancy load of project _____
 - f. Number of on-site parking spaces to be provided _____
 - g. Square feet of road and paved surfaces _____
 - h. Additional project characteristics _____

C. PROJECT CHARACTERISTICS

- 1. Will the project be required to obtain a permit through the Air Pollution Control District (APCD)? _____
- 2. Is any type of grading or excavation of the property anticipated? _____
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. 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.)

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

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

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

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

8. 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 geology study been conducted on the property? _____
(If yes, please attach.)
Has a soils report on the project site been made? _____
(If yes, please attach.)
2. Hydrology
Are any of the following features present on or adjacent to the site? _____
(If yes, 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? _____

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

 - b. Will noise from the project impact any sensitive receptors (hospitals, schools, single-family residences)? _____

4. Biology
- a. Does the site involve any Coastal Sage Scrub vegetation? _____
 - b. Is the project site in a natural or partially natural state? _____
 - c. If yes, has a biological survey been conducted on the property?
Yes ___ No ___ (Please attach a copy.)
 - d. Describe all trees and vegetation on the site. Indicate location, height, diameter and species of trees, and which (if any) will be removed by the project. _____

5. Past Use of the Land
- a. Are there any known historical or archeological 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? _____ If so, how many? _____
 - b. Are there any current employment opportunities on site? _____
If so, how many and what type? _____

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

E. CERTIFICATION

I, as owner/owner in escrow*

Print name

Or

I, consultant or agent*

Print name

HERBY 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 a Preliminary Environmental Review of possible environmental impact and any enclosures for attachments thereto.

Owner/Owner in escrow Signature

Or

Consultant or Agent Signature

Date

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



Planning & Building Department

Planning Division | Development Processing

PRELIMINARY ENVIRONMENTAL REVIEW PROCESSING AGREEMENT

Name of Applicant: _____
Address: _____ Phone _____
City: _____ State _____ Zip _____
Name of Authorized Representative (if signatory): _____
Address: _____ Phone _____
City: _____ State _____ Zip _____
Agreement Date: _____
Deposit Amount: _____

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

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

Whereas, the City will incur expenses in order to process said Preliminary Environmental Review 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:

I. Applicant's Duty to Pay.

The Applicant shall pay all of the City's expenses incurred in providing Processing Service related to applicant's Preliminary Environmental Review, including all of the City's direct and overhead costs related thereto. This duty of the applicant shall be referred to herein as the "Applicant's Duty to Pay."

A. Applicant's Deposit Duty

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

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

II. City's Duty

The City shall, upon the condition that the Applicant's is not in breach of the Applicant's Duty to Pay or the Applicant's Deposit Duty, use good faith to provide processing services in relation to the Applicant's Preliminary Environmental Review application.

City of Chula Vista
Preliminary Environmental Review
Processing Agreement

- A. The City shall have no liability hereunder to the Applicant for the failure to process the Applicant's Preliminary Environmental Review application, or for failure to process the Applicant's Preliminary Environmental Review within the time frame requested by the Applicant or estimated by the City.
- B. By execution of this agreement, the Applicant shall have no right to direct or otherwise influence the conduct of the Preliminary Environmental Review, for which the applicant has applied. The City shall use its discretion in evaluation the Applicant's Preliminary Environmental Review application without regard to the Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

III. Remedies

A. 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 Preliminary Environmental Review which is the subject matter of this Agreement, as well as the Preliminary Environmental Review which may be the subject matter of any Permit which Applicant has before the City.

B. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have all 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 had costs.

IV. Miscellaneous

A. 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.

B. 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.

C. 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.

D. Signatory Authority

The signatory to this agreement hereby warrants and represents that it 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 it has not been authorized to execute this Agreement by the Applicant.

**City of Chula Vista
Preliminary Environmental Review
Processing Agreement**

E. Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost and expense (including without limitation attorneys' fees) arising out of processing Applicant's Preliminary Environmental Review, except only for those claims arising from the sole negligence or sole willful conduct of the City, incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, the 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 the City shall be limited by any prior or subsequent declaration by the Applicant.

F. 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 the reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by the City, the Applicant shall meet and confer in good faith with the 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.

City

City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910

By: _____

Dated: _____

Applicant (or authorized representative)

By: _____

By: _____

Dated: _____



Disclosure Statement

Pursuant to Council Policy 101-01, prior to any action upon matters that will require discretionary action by the Council, Planning Commission and all other official bodies of the City, a statement of disclosure of certain ownership or financial interests, payments, or campaign contributions for a City of Chula Vista election must be filed. The following information must be disclosed:

1. List the names of all persons having a financial interest in the property that 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 with a \$2000 investment in the business (corporation/partnership) entity.

_____	_____
_____	_____

3. If any person* identified pursuant to (1) above is a non-profit organization or 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. Please identify every person, including any agents, employees, consultants, or independent contractors you have assigned to represent you before the City in this matter.

_____	_____
_____	_____

5. Has any person* associated with this contract had any financial dealings with an official** of the City of Chula Vista as it relates to this contract within the past 12 months. Yes____ No____

_____	_____
_____	_____

If Yes, briefly describe the nature of the financial interest the official** may have in this contract.

6. Have you made a contribution of more than \$250 within the past twelve (12) months to a current member of the Chula Vista City Council? No __ Yes __ If yes, which Council member?

7. Have you provided more than \$340 (or an item of equivalent value) to an official** of the City of Chula Vista in the past twelve (12) months? (This includes being a source of income, money to retire a legal debt, gift, loan, etc.)
Yes ___ No ___

If Yes, which official** and what was the nature of item provided?

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, any other county, city, municipality, district, or other political subdivision, -or any other group or combination acting as a unit.

** Official includes, but is not limited to: Mayor, Council member, Planning Commissioner, Member of a board, commission, or committee of the City, employee, or staff members.