

DATE SUBMITTED 10/30/2019
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR
 DATE ACTION REQUIRED 11/6/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED (X)
 RESOLUTION (X)
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS (X)

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: TENTATIVE TRACT MAP FOR MORNING GLORY TRAIL AIRPORT HANGAR LOTS 1. ADOPTION OF RESOLUTION NO. 2019 <u>58</u> AUTHORIZING THE APPROVAL OF THE TENTATIVE TRACT MAP FOR MORNING GLORY TRAIL FOR 13 AIRPORT HANGAR LOTS WITHIN THE SKY RANCH AVIONES SUBDIVISION; APN: 064-315-012 AND ADOPTION OF A NEGATIVE DECLARATION.	
DEPARTMENT INVOLVED:	COMMUNITY DEVELOPMENT
BACKGROUND/SUMMARY: The currently proposed tentative map is historically part of the Chen-Worthington Subdivision map. The City Council approved the Chen-Worthington Tentative Tract Map in October 2004 to allow for the creation of 479 residential lots, 7 industrial lots, a park site and retention basin. Final Maps were recorded for the entire area and McMillin Homes developed the area as Sky Ranch Aviones Subdivision. The proposed project would allow for the subdivision of 9.15 acres of land located on the South West side of the airport landing strip and North West of Boley Field Drive. The subdivision would create 13 lots total ranging in size from approximately 0.72 acres, 0.66 acres and 1.09 acres (Please see attached Tentative Map). The development of these lots would allow for future use of airport hangars of the area. The land use and zoning designation I-1 (General Industrial) is intended as an area for modern industrial, research, and administrative facilities that can meet high performance and development standards and take advantage of the Imperial County Airport.	
FISCAL IMPACT: N/A	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: City of Imperial staff requests Councils approval of Resolution 2019- <u>58</u>	DEPT. INITIALS <u>OM</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u>(Signature)</u>
MOTION: SECONDED: AYES: NAYES: ABSENT:	
APPROVED () REJECTED () DISAPPROVE () DEFERRED () D REFERRED TO:	



Staff Report

Agenda Item No.

To: City of Imperial City Council
From: Lisa Tylanda, Planner
Date: October 30, 2019
Subject: Tentative Tract Map for Morning Glory Trail- Airport Lots

Project Site:



Project Details:

- Current Zoning: I-1 (General Industrial)
- Current Land Use: Vacant Parcel
- Approximate Size of Property: 398574 sqft./9.15 acres
- Parcel Legal Descriptions: LOT 176 SKY RANCH AVIONES SUB UNIT NO.3, 9.15AC also known as assessor parcel number: 064-315-012.
- Environmental Clearance (CEQA): An Initial Study has been conducted (please refer to attachment). The initial study indicates that the proposed project will not generate foreseeable environmental impacts. A Negative Declaration is recommended. Also, the parcel is part of a previous CEQA review, which this project and CEQA will be tiering off of.

The currently proposed tentative map is historically part of the Chen-Worthington Subdivision map, which later was renamed the Sky Ranch Aviones subdivision. The City Council approved the Chen-Worthington Tentative Tract Map in October 2004 to allow for the creation of 479 residential lots, 7 industrial lots, a park site and retention basin. Final Maps were recorded for the entire area and McMillin Homes developed the area as Sky Ranch Aviones Subdivision.

The proposed project would allow for the subdivision of 9.15 acres of land located on the South West side of the airport landing strip and North West of Boley Field Drive. The subdivision would create 13 lots total ranging in size from approximately 0.72 acres, 0.66 acres and 1.09 acres (Please see attached Tentative Map). The development of these lots would allow for future use of airport hangers of the area. The land use and zoning designation I-1(General Industrial) is intended as an area for modern industrial, research, and administrative facilities that can meet high performance and development standards and take advantage of the Imperial County Airport.

Findings/Considerations:

General Plan Compliance and Policies Related to This Application

Airport Element:

- Objective 1 and Policy 1 (Please see attached Airport Element)
- Objective 4 and Policy 4 (This development is part of the efforts to encourage letter A found in the element section referenced)

Traffic/Circulation:

- The proposed development and use would not generate additional traffic in the area. As development begins, the needed roads fronting the lots would be constructed as any roads needed to provide complete circulation and means of access to the lots. Prior to development, the project would undergo a Site Plan Review and or need to obtain a Conditional Use Permit. At that time, the potential traffic that could be generated by the proposed use on the parcel(s) would be evaluated.

Public Facilities (Improvements/City Services):

- Proposed utilities and water/sewer service sites/access points have been reviewed and approved by the City's engineering consultants. At the time of development/building permit phase, the applicant may be subject to providing a water supply report to the Public Service and Community Development Department. The development will be private and will not have to be maintained by the City.

Environmental Clearance:

- Planning staff has conducted an environmental review of the project in accordance with the requirements found in section 15162 of the California Environmental Quality Act (CEQA), and concluded that this project is a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the current General Plan and provisions of CEQA Guidelines for the Chen-Worthington/Sky Ranch Aviones Subdivision Development Plan. A copy of the original Initial Study and Mitigated Negative Declaration Can be found as an attachment.

Staff Recommendation:

That the City Council conducts a public hearing to receive testimonies for or against the project, if there are no testimonies to the contrary, approval for the proposed tentative map and use is recommended.

Attachments:

- Proposed Conditions of Approval
- CEQA environmental documents
- Construction and Access Agreement on behalf of Imperial County Airport

EXHIBIT A
Conditions of Approval
Tentative Map (19_01)
Sky Ranch Aviones Subdivision
Morning Glory Trail Airport Lots
APN: 063-315-012
Owner, Gary Arnold

1. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
3. The Developer/Applicant shall pay all impact and capacity fees.
4. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Tract Map shall record until such costs have been paid to the City.
5. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to submittal for approval to record the Tract Map.
6. The Developer shall provide adequate financial assistance to offset the impacts to local law enforcement, fire and school services to ensure the level of service of these departments are not adversely affected by the estimated population increase as a result of the development of this project.
7. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water. The Developer shall construct new water mains and storage facilities in the project area if necessary and built according to City development standards. In the event that the collection system is improved by the City or another developer, this project shall pay its fair share of the cost of improvements.
8. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of wastewater. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards. In the event that the collection system is improved by the City or another developer, this project shall pay its fair share of the cost of improvements.
9. Developer acknowledges that the potential pace of growth in the City and resulting demand on City services such as water and wastewater may result in such services not being available. Developer acknowledges particular concern with wastewater and agrees that capacity is not allocated until issuance of a building permit. Developer acknowledges that a building permit will not issue unless there is sufficient wastewater capacity based on the total amount of building permits already issued at that time. In order to address a shortage in wastewater capacity, the

parties may agree upon fair share fees for the construction of a new wastewater treatment plant to respond to this project's wastewater demand.

10. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department, Building Department and the Imperial County Airport.
11. Prior to the start of any construction activity, a qualified California Department of Fish and Game (CDFG) biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows shall be destroyed by a qualified CDFG biologist to prevent the return of the owls to these burrows during the next mating season. All mitigation measures outlined in the tiered Mitigated Negative Declaration shall apply.
12. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.
13. The retention ponds must be designed to drain out within seventy-two (72) hours of any storm event. Retention Basins must be completed in accordance with City Standards and requirements. The bottom of the retention ponds shall have a minimum separation with the top of the groundwater table such that the ponds will function in their intended use.
14. Construction sites shall control dust (PM-10) generation through implementation of the construction mitigation measures detailed in Regulation VIII of the Air Pollution Control District's CEQA handbook and as outlined in the Mitigation Monitoring Program.
15. All on-site utilities including power lines, telephone lines, and cable television lines shall be installed underground. In the event that the utility companies, such as the Imperial Irrigation District, determines that on-site utilities cannot be located underground, the Developer/Applicant may install such utilities as needed above ground.
16. The Developer/Applicant shall provide a soils report indicating, among other things, the suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections. Volatiles and other heavy metals before construction begins within the vicinity. In the event that hazardous materials are found, the project site shall be remediated.
17. The conditional approval of the Tentative Map shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver. All mitigation measures outlined in the tiered-off Mitigated Negative Declaration for Chen-Worthington/Sky Ranch Aviones Subdivision are hereby incorporated and made conditions of approval whether restated herein or not.

18. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.
19. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.
20. All off-site and on-site improvements shall comply with the City of Imperial Development Standards. Where no standards exist, the improvements shall be completed in accordance with the City Engineer's recommendations.
21. The Developer/Applicant shall comply with all requirements of the Imperial County Fire Department. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), and roadway access.
22. The Tract Map shall include an avigation easement for all lots created. In addition, all lots will be developed and sold with a hold harmless agreement with the City of Imperial and the County of Imperial Airport, and the US Naval Air Facility – El Centro. The avigation easement shall be reviewed and approved by the Imperial County Airport Manager and shall be consistent with the avigation easement recorded for the Sky Ranch Subdivision.
23. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial, Imperial County Airport, and the US Naval Air Facility – El Centro and their agents, including consultants, officers and employees from any claim, action or proceeding against the City, County Airport, or Naval Air Facility or their agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of the Tentative Tract Map and associated with the Negative Declaration for the tentative map and the tiered-off Mitigated Negative Declaration. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness costs that may be asserted by any person or entity, including the Developer/Applicant arising out of or in connection with the approval of the Tentative Tract Map, Negative Declaration and tiered-off Mitigated Negative Declaration, including any claim for private attorney general fees claimed by or awarded to any party from the City, County Airport or Naval Air Facility.

POR. TR. 45 T155, R13 E, SKY RANCH SUBDIVISION AND
 FM 22-86
 SKY SUBDIVISION UNIT NO. 2 AND SKY RANCH AVIONES SUBDIVISION UNIT NO.3 AND UNIT NO. 4
 FM 25-60
 FM 26-14
 FM 26-96

Tax Area Code
 6-014

64-3-



06-17-08 MF
 11-27-07 MF
 11-16-07 MF
 01-29-07 MF
 12-23-05 RM
 FROM 43-32
 02-28-05 AR

10-8-14 MF
 4-7-11 MF
 1-13-11 MF

Bk. 62
 Pg. 05

DISCLAIMER:
 THIS IS NOT AN OFFICIAL MAP
 THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
 ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
 THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
 ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
 THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
 OR THE ASSESSOR. (REV. 8 TAX CODE SEC. 327)

360	364	363	362
379	365	362	

347	346	330	314
348	345	331	315

135	136	137	138	139	140	141	142	143	144
154	153	152	151	150	149	148	147	146	145

CITY OF IMPERIAL
 Assessors Map Bk. 64-Pg.
 County of Imperial, Calif

RESOLUTION NO. 2019- 50

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF IMPERIAL APPROVING THE TENTATIVE TRACT MAP FOR THE
MORNING GLORY TRAIL AIRPORT HANGAR LOTS FOR THE SUBDIVISION OF APN:
064-315-012 INTO 13 LOTS TO UTILIZE AS AIRPORT HANGARS, AND ADOPTING A
NEGATIVE DECLARATION FOR THE PROJECT**

WHEREAS, Gary Arnold, submitted an application for a Tentative Tract Map for certain real property described as follows:

LOT 176 SKY RANCH AVIONES SUB UNIT NO.3, 9.15AC in the City of Imperial, County of Imperial, State of California, according to Map on File in Book 64, Page 31 of Final Maps in the Office of the County Recorder of Imperial County.

WHEREAS, a duly notified public hearing was held by the Planning Commission on August 14, 2019; and

WHEREAS, a duly notified public hearing was held by the City Council on November 6, 2019; and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Initial Environmental Study, analyzing the information submitted by staff and considering any written and oral comments received, the City Council considered all facts relating to the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the City Council hereby **APPROVE** the Tentative Tract Map for the Morning Glory Trail Airport Hangar Lots, and adopting a Negative Declaration subject to Conditions of Approval outlined in Exhibit A; and
- C) All actions taken by the City Council are based on the following findings:
 - 1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 - 2. The initial environmental assessment shows that there is no substantial evidence that the project may have a significant impact on the environment.
 - 3. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.

4. The proposed project is consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of a City's and its sphere of influence.
5. The proposed project is consistent with the policies and the land uses of the existing City of Imperial General Plan.
6. The proposed project is consistent with the objective of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 6th day of November 2019.

Mayor

ATTEST:

City Clerk

City of Imperial

Environmental Checklist

Date: April 22, 2004

- 1. Project Title:** **Chen Worthington Ranches Subdivision**
Tentative Tract Map
- 2. Lead Agency:** City of Imperial
Name, Address and Phone Number: 420 South Imperial Avenue
Imperial, CA 92251
Contact: Jorge Galvan, City Planner
(760) 355-1153
- 3. Project Sponsor:** Eric Chen
Name, Address and Phone Number: 1523 Meloland Road
Holtville, CA 92250
- 4. Project Location:** The proposed site is located within the Imperial City limits, south of the Imperial County Airport, north of Aten Road, east of Austin Road, and west of Nance Road.
Include Map
- 5. Project Description:** The applicant is proposing to subdivide an existing 124-acre site currently used for agricultural purposes into a mixed land use private development consisting of 350 residential lots ranging in size from 6,970 square feet to 13,162 square feet, two commercial areas (6.71 acres), a school site (12.04 acres), and a retention basin which will handle stormwater drainage and act as a buffer between residential units and the airport runway. Internal roadways connecting to Aten Road are included. All proposed lots have access to existing and proposed roadways. The present zoning of the site is I-1 (General Industrial). The proposed zoning of the site is R-1 (Residential Single Family) and C-2 (General Commercial).
- 6. General Plan Designation:** General Industrial
- 7. Zoning:** I-1 General Industrial

8. Surrounding Land Uses and Setting:

North: Imperial County Airport. This area is currently zoned I-1 (General Industrial).

East and West: Agricultural uses, separated by Austin Road to the east and Nance Road to the west. The area to the East is within the County and the area to the west is I-1 (General Industrial).

South: Residential uses, separated by Aten Road. This area is currently zoned R-1 (Residential Single Family).

9. Other Agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)

- a)
- b)
- c)
- d)
- e)

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect is significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, “Earlier Analysis,” may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the follow:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Authority: Public Resources Code Sections 21083 and 21087. Reference: Public Resources Code Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.3, 21093, 21094, 21151; *Sundstrom v. County of Mendocino*, 202 Cal. App. 3d 296 (1988); *Leonoff v. Monterey Board of Supervisors*, 222 Cal. App. 3d 1337 (1990).

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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I. AESTHETICS – Would the project:				
a) Have a substantially adverse affect a scenic vista or scenic highway?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?		X		
<p>Discussion:</p> <p>The project site is not located within a scenic vista or adjacent to a scenic highway. In addition, there are no unique scenic resources, such as trees, rock outcroppings, or historic buildings that would be affected. The project is located within an urbanized area and is similar to neighboring land uses. The project will not affect scenic resources and will not degrade the visual character of the surrounding uses.</p> <p>There will be some new sources of light and glare that is normally associated with urban development. These sources of light and glare include street lights, parking lot lights, patio lights and porch lights, security lights, and other lighting associated with residential and commercial development which could affect airport operations.</p> <p>Mitigation Measures:</p> <p>A lighting plan shall be submitted prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall include street lights on Aten Road and interim streets at bus stops and mail kiosks. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department, Building Department and the Imperial County Airport. The developer shall also provide a landscaping plan to the City of Imperial Planning Department prior to any construction activity.</p>				

II. AGRICULTURAL RESOURCES – Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of State-wide Importance, as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?		X		
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?		X		

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Discussion:

The development of the project area with new urban uses will convert some existing farmland to non-agricultural uses. This farmland will be permanently lost for agricultural production. This is an unavoidable adverse impact, since the City of Imperial is surrounded by important farmland, and could not grow unless some farmland is taken out of production.

In addition, the new development could encourage conversion of other nearby farmland to non-agricultural uses. This is a potentially significant impact. There are no Williamson Act contracts which would be affected by the project.

Mitigation Measures:

The development of the project area will remove a portion of prime agricultural land from active production. This impact is unavoidable and cannot be mitigated. However, potential impacts to adjoining farmlands can be mitigated as follows:

1. Require the developer to record agricultural easements, to put new homeowners on notice regarding the noise, dust, odors, and other potential impacts associated with active farming of nearby lands.
2. Make homeowners aware of the Imperial County right to farm ordinance when they purchase new homes in the project area.
3. Require the developer to construct noise barriers, in the form of block walls or other noise abatement material, along all major roadways.

III. AIR QUALITY – Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		X		
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?		X		
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Create objectionable odors affecting a substantial number of people?				X

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Discussion:
 The subject Chen Worthington project will not conflict with the Imperial County Air Quality Plan, and no air quality standards will be exceeded as a result of the project. There will be no objectionable odors created, as the project will be restricted to residential, institutional and commercial uses only. (No industrial uses).

Some increases in air pollutants will occur due to increased vehicle trips and from construction activities. However, these impacts can be mitigated as outlined below. Some very sensitive receptors, such as schools, may be significantly impacted by PM-10 (dust) from construction sites and from agricultural burning from nearby agricultural uses. However, these impacts can be minimized by controlling of agricultural burning, and by watering of construction sites to control dust.

Mitigation Measures:
 The development of the Chen/Worthington Ranches Subdivision project area will result in some impacts to air quality. These air quality impacts are related to construction activities and transportation/traffic. During construction, significant amounts of dust could be generated during site grading and road building activities. In addition, vehicle traffic will also impact air quality. Compliance with Imperial APCD Rule 201A will be required. Mitigation measures are as follows:

1. Construction sites shall control dust (PM-10) generation through daily watering according to an APCD approved dust control plan as required by Imperial APCD Rule 800.
2. Cover haul trucks or maintain at least 2 feet of freeboard.
3. Sweep/wash public streets at the end of each workday and whenever track-out is visible beyond 50 feet from the public street access point.
4. Pave or regularly water all parking and staging areas.
5. Request dial-a-ride and other public transportation vehicles to use CNG.
6. Encourage use of CNG vehicles used for private transportation.
7. Install bus stops to accommodate public transportation, as recommended by Imperial Valley Transport.

IV. BIOLOGICAL RESOURCES – Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
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Discussion: The major potentially significant biological impact is to the Burrowing Owl. The Burrowing Owl is listed as a species of special concern by the California Department of Fish and Game, and as a species of concern by the United States Fish and Wildlife Service. The Imperial Valley is a stronghold for the Burrowing Owl in Southern California. According to the biological survey results, the project site and perimeter supports 4 breeding pairs of Burrowing Owls.

Mitigation Measures:
Mitigation measures are outlined in the mitigation section of this document to reduce these impacts to a level of insignificance.

1. Active owl burrows on and adjacent to the project site area shall be identified, and physically marked before the start of any construction activities, including rough grading. They shall then be protected from destruction during any site construction activities.
2. Active owl burrows shall not be disturbed by construction activities during the breeding season (February 15 to August 15).
3. Inactive owl burrows identified in the project area after the breeding season shall then be destroyed, to prevent owls from reoccupying these same burrows in the disturbed project area in the future.
4. A Department of Fish and Game wildlife biologist shall be consulted prior to relocating any owls from the project area.

V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
Discussion: There are no identified cultural resources present on the project site.				

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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VI. GEOLOGY AND SOILS – Would the project:				
a) Expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving: <ul style="list-style-type: none"> 1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. 2) Strong seismic ground shaking? 3) Seismic-related ground failure, including liquefaction? 4) Landslides? 		X		
			X	
		X		
		X		
				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined of the latest Uniform Building Code, creating substantial risk to life or property?		X		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			X	
<p>Discussion: The Chen/Worthington project site is located in a seismically active area. Earthquakes occur regularly and have a large range in intensity. Many of the very small quakes cannot be felt by the resident population. However, major quakes can and have occurred within the Imperial Valley. During major earthquakes, structures can be damaged and residents can be subjected to ground shaking and falling debris from buildings and other structures. In addition, soil liquefaction can occur during earthquakes, thus making the soil unstable. In addition to earthquake hazards, the project area contains expansive soils which have a high clay content. These soils can damage building foundations during expansion and contraction. However, these geological impacts can be mitigated to a level of insignificance through proper design and construction techniques.</p> <p>Mitigation Measures:</p> <ol style="list-style-type: none"> 1. Ensure dwelling units, commercial buildings, and other structures are engineered and constructed for seismic zone 4, in accordance with UBC requirements. 2. All development projects shall be constructed according to an approved grading and drainage plan to prevent soil erosion during heavy rains. 3. Buildings and other structure foundations shall be engineered and constructed to compensate for the high clay content and highly expansive soils which are found in the Imperial Valley area. 				

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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VII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter-mile of an existing or proposed school?				X
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X	
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X
<p>Discussion: The project site is located within the “D” Airport zone. The project site’s close proximity to the Imperial Airport and its runways causes a potential for airplane and helicopter crashes within the project area. However, this danger is considered minimal and therefore is not potentially significant.</p>				

VIII. HYDROLOGY AND WATER QUALITY – Would the project:				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or situation on- or off-site?		X		
d) Substantially alter the existing drainage pattern of the site, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?		X		
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?		X		
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood area structures which would impede or redirect the flood flows?				X
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j) Inundation by seiche, tsunami, or mudflow?				X
<p>Discussion: The project will be served by existing water and wastewater facilities. The project is not expected to substantially deplete existing groundwater supplies or interfere with groundwater recharge, nor violate any water quality standards. The project is not located within a 100-year flood zone, but the proposed development will result in a substantial amount of impervious area compared to its current native state. Storm water facilities including curb, gutter and a retention basin is proposed.</p> <p>Mitigation Measures: The Developer/Applicant shall submit a Grading and Drainage Study/Plan for property grading and erosion control. Such control measures shall also include prevention of sedimentation or damage to off-site properties. The Study/Plan shall be submitted to the Public Works Department for review and approval. The Developer/Applicant shall implement the approved plan which may require additional storm water facilities and the up-sizing of the proposed retention basin.</p> <p>In addition, the preparation of a SWPPP that would include BMPs to mitigate for water quality impacts is required. BMPs for construction and post-construction activities would serve to minimize erosion and maintain water quality. BMPs would include, but are not limited to, sediment traps to prevent sediment from leaving the site, keeping disturbed areas to the minimum necessary for construction and restoration of disturbed areas to original grade and surface after construction. Implementation of the SWPPP would reduce impacts to below a level of significance.</p> <p>The implementation of the project will allow for the development of previously undeveloped areas, thus increasing the amount of impervious areas. This increases the amount of runoff water and may affect the current stormwater drainage systems. Implementation of mitigation measures below would mitigate significant temporary construction impacts to below a level of significance.</p> <ol style="list-style-type: none"> 1. The development of retention/detention basin(s) to adequately handle stormwater runoff for all developed areas. 2. The implementation of the SWPPP. 				

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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IX. LAND USE AND PLANNING – Would the proposal:				
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
Discussion: The proposed project will not physically divide an established community, nor will it conflict with any applicable land use plan, policy, or regulation once the appropriate zone changes have taken place. There are no habitat conservation plans or natural community conservation plans affecting the project site.				

X. MINERAL RESOURCES – Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
Discussion: There are no known mineral resources on the project site.				

XI. NOISE – Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?		X		
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
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Discussion: Most of the potential noise impacts within the Specific Plan project area can be attributed to transportation related noise. This includes noise from cars, trucks, tractors, and other equipment which utilize the roadways around the site. Policy 1 of the City of Imperial General Plan Noise Element governs transportation related noise levels within the City. The maximum approved noise levels adjacent to any major roadways should not exceed 60 dBA Community Noise Equivalence Level (CNEL) for exterior usable outdoor spaces, such as a backyard.

In addition, some aircraft noise from overflights will impact the site due to its proximity to the Imperial County airport. Stationary noise sources include noise from mechanical equipment, such as air conditioning units, compressors, generators, and similar equipment with a fixed location.

The City of Imperial has adopted the California Code of Regulations (CCR), Title 24, Noise Insulation Standards which states that multi-family dwellings where the CNEL exceeds 60 dBA must obtain an analysis concluding that the development design will limit indoor noise to less than 45 dBA CNEL. Title 24 also states that worst-case noise levels must be utilized in the analysis and the analysis must include predicted noise levels in a minimum ten (10) year time frame.

A Noise Analysis was conducted and a Study prepared in May 2003 by Investigative Science and Engineering which conforms to Title 24 standards. This Study is included as an attachment to this document. The Study contains findings and recommendations to minimize and mitigate identified significant noise impacts.

According to the Noise Study, the most significant noise impacts to the site are from vehicle traffic along Austin and Aten Road. Noise levels on the site were found to be consistent with the observed community setting and intervening topography. The values for the equivalent sound level (Leq-h) for the project site ranged from approximately 53 to 56 dBA, and were solely a function of the separation distance from the roadway.

The future traffic noise impacts were calculated out to the year 2020 in order to project the long term noise impacts from growth in the area. According to the Noise Study, the primary source of future noise near the project site would be from the combination of vehicular traffic along Aten Road and Austin Road.

The results of the acoustical modeling are included in the Noise Study for a selected lot sampling within the proposed development project. Based upon the findings, future exterior traffic noise levels would exceed the 60- dba CNEL noise threshold on all frontage lots adjacent to Aten Road and Austin Road. Mitigation measures will therefore be required to mitigate these impacts to a level of insignificance. The mitigation measures are included in the mitigation section, and include a combination of five (5) foot high screen walls along the perimeter of the project site to act as a buffer from the traffic noise. The proposed location of the walls can be viewed in Figure 6 of the Noise Study. When implemented, the mitigation plan would reduce road noise levels to the acceptable threshold of 60 dba CNEL or lower.

In addition, architectural design elements should be incorporated to ensure that interior noise levels within dwelling living areas do not exceed 45 dba CNEL. The placement and size of windows and door locations should take into account the outside noise sources. These building elements should be designed and oriented to minimize transmission of noise into the living areas of the dwelling unit. Two (2) story dwelling units should not be constructed adjacent to Austin Road or Aten Road. The living areas (bedrooms etc.) of the two story units would extend above the noise buffer walls, and the noise impact to these second floor areas would exceed the California Code of Regulations Title 24 noise abatement threshold of 60 dba CNEL. Interior noise mitigation (i.e. specialized door and window treatments) would be required for these second floor living areas.

The Noise Study included herein did not address aircraft noise. However, the noise analysis prepared for the Imperial County airport indicates the project site is outside of the 60 dba CNEL noise contours for both runway 8-26 and the main runway (32-14). No mitigation measures are therefore required for airport related noise impacts

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Mitigation Measures:

Potential significant noise impacts include traffic generated noise from Aten Road and Austin Road. In addition, some noise impacts from aircraft fly overs will occur, due to the proximity of the site to the Imperial County Airport. Stationary noise sources include noise generated by mechanical equipment. These noise impacts can be mitigated to a level of insignificance by adopting the following mitigation measures as recommended in the noise impact study:

1. For traffic generated noise, construct the noise barrier walls at locations as indicated in Figure 6, on page 11 of the Noise Study.
2. Avoid construction of two story homes which abut the major area roadways (Aten Road and Austin Road), thus preventing transmission of traffic related noise into second floor living areas.
3. Construct all homes and apartments with dual pane windows, increased insulation, 2" by 6" exterior walls, solid core exterior doors, and reduced window areas where necessary to reduce interior noise levels below 45 dBA within dwelling living areas.
4. Ensure stationary mechanical equipment is properly screened with appropriate walls, building areas, and landscaping to prevent transmission of noise off of building site areas onto adjacent properties.
5. Prevent construction of skylights and other architectural features which could transit noise from overflying aircraft into building living and working spaces.
6. Require the subdivider/developer to record aviation easements for those lots located within the airport planning area, in order to place future residents on notice regarding the potential aircraft noise impacts and aircraft accidents.

XII. POPULATION AND HOUSING – Would the project:				
a) Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?		X		
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
<p>Discussion: The Chen/Worthington Ranches Subdivision will not divide any established community, nor will it displace substantial numbers of housing or people; the project area is currently utilized for agricultural purposes. The new development outlined in the Subdivision plan area will take place adjacent to other similar development. Therefore, no urban sprawl development pattern will occur. The Subdivision project will encourage the type of development outlined in the City of Imperial General Plan and therefore, no mitigation is required.</p>				

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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XIII. PUBLIC SERVICES:				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:		X		
1) Fire protection?		X		
2) Police protection?		X		
3) Schools?		X		
4) Parks?		X		
5) Other public facilities?		X		

Discussion: Public Safety Impacts (Police and Fire)

The proposed Chen/Worthington Ranches Subdivision will have a potentially significant impact on public safety. The additional population within the area will require additional police officers and additional firefighters.

Assuming one (1) police officer for every 700 residents, the estimated residential population of 1,400 in the project area at full build-out will require that two (2) additional full-time police officers be hired. In addition, it is estimated that one (1) additional full or part-time firefighter will be required in order to serve the additional population. At the present time, the City of Imperial collects development impact fees which help to offset the costs for additional public safety facilities and equipment. However, these fees cannot be used for on-going personnel costs. On going personnel costs must therefore be funded out of the general fund. Mitigation measures for police and fire are outlined in the mitigation section of this document.

School Impacts

Impacts to the Imperial School District can be mitigated as outlined herein. The impacts to the Imperial School District could be substantial due to the number of new dwelling units. The construction the new school within the project area should mitigate the project impacts to the school district. School impact fees are paid to the school district at the time of building permit issuance to help offset the cost of new school construction.

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Mitigation Measures:

School Impacts

School impacts from development of the project area occur due to new residential growth which results in additional students. The project site is located within the Imperial School District. The impacts to the School District can be mitigated by constructing the proposed new school within the project area as indicated on the land use plan. The cost for the new schools will be partially off-set by payment of school impact fees. These fees will be paid by the developer/builder prior to the issuance of building permits. .

Public Safety Impacts (Police and Fire)

Impacts to police and fire services can be mitigated as follows:

1. Hire two (2) additional full-time police officers to serve the project area.
2. Hire one (1) additional full or part-time firefighter to serve the project area.
3. Collect appropriate police and fire impact fees prior to building permit issuance.

XIV. RECREATION:				
a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?			X	
Discussion: The additional population from the proposed project will result in a greater demand for recreation opportunities; however, due to the fact that the developer is including a park in the subdivision project, the impact is considered less than significant.				

XV. TRANSPORTATION AND TRAFFIC – Would the project:				
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads or congestion at intersections)?		X		
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion/management agency for designated roads or highways?		X		
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		X		
e) Result in inadequate emergency access?		X		
f) Result in insufficient parking capacity?		X		
g) Conflicts with adopted policies, plans, programs, supporting alternative transportation (e.g., bus turnouts, bicycle racks)?		X		

Discussion: A Traffic Study was prepared for this project by Darnell and Associates, Inc. in August 2003. The Traffic Study is a part of this environmental analysis, and is included as an attachment to this mitigated negative declaration. The Traffic Study includes traffic projections, recommended roadway improvements, and other mitigation measures necessary to reduce the identified traffic impacts to a level of insignificance.

The traffic generated by the full build-out of the Chen/Worthington Ranches Subdivision project site will be substantial. According to the Traffic Study, each single-family home will generate 10 ADT (average daily trips). It is more difficult to anticipate the traffic impacts from the commercial uses, since the exact type of businesses are not known at this time. However, the commercial uses will most likely be neighborhood commercial uses. These types of uses are mainly retail and service related businesses, established primarily to serve the residents of the immediate area. Examples include grocery stores, drug stores, video stores, beauty shops, dry cleaners, and convenience stores. According to the traffic study, at full buildout the project will generate 7,390 ADT's, 721 AM peak hour trips, and 702 PM peak hour trips. Under the condition of existing and existing plus project and traffic conditions, all roadway segments and intersections will operate at Level of Service (LOS) C or better. Under the condition of existing traffic plus other approved/pending projects, the intersection of Aten Road/La Brucherie Road will operate at LOS F in both the AM and PM peak hours. All other intersections will operate at LOS C or better. In addition, under the condition of existing traffic plus other approved/pending projects, the intersections of Aten Road/La Brucherie Road and Aten Road/State Route 86 will operate with critical movements of LOS D or worse. In conclusion, under near term cumulative conditions, the project will only have a significant impact on the intersection of Aten Road/La Brucherie Road. The intersection of Aten Road/State Route 86 will have a change in delay of less than 2.0 seconds, and is therefore considered to be less than significant.

The mitigation measures for the traffic related impacts are included in the Traffic Study document as prepared by Darnell and Associates. Traffic impacts are mitigated through roadway improvements, such as widening projects, additional turn and traffic lanes, and through the installation of traffic signals at specified intersections. These improvements will be partially paid for by impact fees that will be collected at the time of building permit issuance.

Mitigation Measures:

The Developer/Applicant shall adhere to the mitigation measures identified in the Traffic Study and found on pages 39 through 43 of the Study.

XVI. UTILITIES AND SERVICE SYSTEMS – Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		X		
b) Require or result in the construction of new storm water or water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		X		
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?		X		
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		X		
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Discussion: Water

Development of the Chen/Worthington Ranches Subdivision project site with new residential, institutional, and commercial uses will significantly increase the demand for City water. The average daily water use can be estimated at approximately 250 gallons per resident per day and 50 gallons per person in institutional and residential uses per day. The total estimated residential population for the project is 1,400, while the total estimated institutional population is 240, and the commercial population is 270. Based on these figures, the total daily water consumption for the estimated total population of 1,910 persons is approximately 375,500 gallons/day.

The increased demand for potable water can be mitigated by compliance with the City's water master plan and construction of new water mains and storage facilities in the area built according to City development standards. The City collects water impact fees which will help offset the costs of improvements to the water treatment plant and other major water distribution facilities.

Sanitary Sewer (Wastewater)

The development of the project area will result in the generation of significant amounts of wastewater. The wastewater generated will impact the City's wastewater treatment plant. The projected 1,910 population will generate an estimated 162,800 gallons of wastewater per day at the wastewater generation rate of 100 gallons/day per resident, 50 gallons/day per person in institutional uses, and 40 gallons/day per person in commercial uses.

Impacts to the wastewater treatment plant and collection system can be mitigated by compliance with the City's sewer master plan and by improving the collection system through construction of new sanitary sewer mains and lift stations, where required and in accordance with City development standards. In addition, the City collects sewer capacity impact fees to help offset the costs of improvements to the wastewater treatment plant. Sanitary sewer lines and lift stations within the project area will be installed by the developer.

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Electrical Power

Electrical power will be provided to the Subdivision area by the Imperial Irrigation District. All electrical distribution lines within the subdivision will be undergrounded, with the exception of the large existing lines which will remain above ground. The approximate maximum (summer season) total electrical demand for residential dwelling units can be determined by multiplying the total number of new dwelling units by the kilowatt hours used per unit as follows:

<u>Type of Unit</u>	<u>Kw/Hrs/Month/Unit</u>	<u># of Units</u>	<u>Total Electrical Use</u>
Single Family	2,000	350	700,000 Kw/Hrs

The total maximum electricity demand in the summer months (worst case) is 700,000 Kw/Hrs/Month.

The total maximum electrical demand for the new school can be estimated at 50,000 KWH/Month.

The electrical usage for the retail and service related commercial space can be estimated as follows based upon a demand of 1,500 KWH/Month for each 1,000 square feet of commercial space:

Maximum Commercial Square footage is: 500,000 Square Feet

Total Electrical demand based on above outlined formula is: 750,000 KWH/Month for the commercial uses.

The total electrical demand for all land uses is: 1,500,000 KWH/Month.

The impacts to electrical distribution facilities can be mitigated as outlined in the mitigation section of this document. The required mitigation measure is the provision of an adequate substation site as required by the Imperial Irrigation District. All underground electrical distribution lines will be installed by IID with the cost to be paid by the developer.

Natural Gas

The new development projects will place an additional demand on natural gas facilities within the area. There is a major pressurized gas main located in Aten Road. These gas mains could serve the subject project area.

The estimated natural gas demand for residential units can be projected as follows based on a usage of 360 therms/year for single-family homes:

350 single-family units X 360 therms/unit/year = 126,000 therms/year.

The natural gas used by the retail commercial uses and schools could be significant, however, this demand can be satisfied by the existing gas mains located in the area. The natural gas distribution within the project area can be mitigated by installation of appropriate natural gas lines to serve the individual homes within the project area.

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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Mitigation Measures:

Water

Impacts to the City's water system can be mitigated as follows:

1. Comply with City water master plan to ensure sufficient volume and flow of water.
2. Implement requirements for 2 mg. Water storage tank with pressure pumps and controls per master plan.
3. Install new water mains, valves, and fire hydrants as required to service all residences, schools, and commercial businesses located within the project area.
4. Collect proper water impact fees prior to issuance of building permits.

Wastewater

Impacts to the sanitary sewer (wastewater) collection and treatment system can be mitigated as follows:

1. Comply with City sewer master plan to ensure sufficient volume and flow of waste disposal.
2. Install new sanitary sewer mains and laterals (developer) as required to service all residences, schools, and commercial businesses located within the project area.
3. Install sanitary sewer lift stations as required by the City Engineer.
4. Collect proper sewer impact fees prior to issuance of building permits.
5. Provide written agreement with I.I.D. to accept storm flow drain system.

Electrical Power

Impacts to the Electrical Distribution System can be mitigated as follows:

1. Provide a site for an electrical distribution substation within or adjacent to the project site.
2. Install underground electrical distribution lines throughout the development project areas as required by the Imperial Irrigation District.
3. Developers/Subdividers shall pay the costs for installation of electrical distribution lines.

Natural Gas

Impacts to the Natural Gas Utilities can be mitigated as follows:

1. Install new natural gas mains as required to serve new development in the project area.
2. Provide utility easements as requested by The Gas Company to serve individual homes and businesses in the project area.

Issues	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVII. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		X		
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?			X	

SOURCE REFERENCES	
A	City of Imperial Zoning Ordinance
B	City of Imperial General Plan, 1992
C	Traffic Impact Report, West Aten Road Subdivisions, prepared by Darnell and Associates in August 2003
D	County of Imperial Airport Land Use Compatibility Plan
E	
F	
G	
H	
I	
J	



City of Imperial
**Initial Study/
Environmental Checklist**

1. **Project Title:** Sky Ranch Airport Lots
2. **Lead Agency:** **City of Imperial**
Name, Address and Phone Number
420 South Imperial Avenue
Imperial, CA 92251
Contact: Lisa Tylenda, Planner
(760) 355-3326
3. **Project Sponsor:**
Name, Address and Phone Number
Gary Arnold
Pebble Creek Companies
3802 Main Street, Suite 10; Chula Vista, CA 91911; 619-938-0312
4. **Project Location:** LOT 176 SKY RANCH AVIONES SUB UNIT NO.3, 9.15AC
5. **Project Description:** Tentative Tract Map for the subdivision of 9.15 acres into 13 Lots of various sizes.
6. **General Plan Designation:** **Existing:** Industrial
7. **Zoning:** **Existing:** I-1 (General Industrial)
8. **Surrounding Land Uses and Setting:**
North: Industrial/ Airport
South: Residential/ Single Family Homes
East: Agricultural/ Crops
West: Residential/ Single Family Homes

Other Agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)

- a) None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

	Aesthetics		Agriculture & Forestry Resources		Air Quality
	Biological Resources		Cultural Resources		Energy
	Geology/Soils		Greenhouse Gas Emissions		Hazards & Hazardous Materials
	Hydrology/Water Quality		Land Use Planning		Mineral Resources
	Noise		Population/Housing		Public Services
	Recreation		Transportation		Tribal Cultural Resources
	Utilities/Service System		Wildfire		Mandatory Findings of Significance

ENVIRONMENTAL ASSESSMENT COMMITTEE DETERMINATION:

On the basis of the attached Initial Study, the City of Imperial Environmental Review Committee finds that:

Categorically Exempt under section of the California Environmental Quality Act:	
The proposed project could not have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.	X
The proposed project could have a significant effect on the environment; there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A MITIGATED NEGATIVE DECLARATION will be prepared.	
The proposed project MAY have a significant effect(s) on the environment and an ENVIRONMENTAL IMPACT REPORT is required	
The proposed project MAY have a significant effect(s) on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “Potentially Significant Impact” or “Potentially Significant Unless Mitigated.” A FOCUSED ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.	
Although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because all potentially significant effects (1) have been analyzed in an earlier Mitigated Negative Declaration pursuant to applicable standards and (2) have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project. No further action is required.	X

Othon Mora, CBO, MCM

Date

Community Development Director

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e. g. the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e. g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect is significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, “Earlier Analysis,” may be cross-referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the follow:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

Authority: Public Resources Code Sections 21083 and 21087. Reference: Public Resources Code Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.3, 21093, 21094, 21151; *Sundstrom v. County of Mendocino*, 202 Cal. App. 3d 296 (1988); *Leonoff v. Monterey Board of Supervisors*, 222 Cal. App. 3d 1337 (1990).

- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

I. AESTHETICS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantially adverse affect on a scenic vista or scenic highway?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				X

Background

The project will not have an impact on scenic vistas. The project will actual be an infill project on parcels that are currently vacant and located within an urbanized developed residential area.

Impact Discussion

- a) **No Impact.** The proposed project would not have an effect on scenic vista. It is to be located on a currently vacant lot.
- b) **No Impact.** The proposed lots would not damage scenic resources. The lot is vacant and not considered to have any historic value.
- c) **No Impact.** The proposed project location is a vacant lot and would enhance the quality and character of the surrounding residential uses/zones by “infill” once the airport hangers are developed.
- d) **No Impact.** The proposed project is to subdivide one vacant lot into 13 lots for future developments of airport hangers. The light or glare generated will not have an adverse effect on the day or nighttime views. The increase in density will create new sources of light and glare resulting from the addition of street lights and lighting from the additional homes. The City of Imperial Standards and Specifications requires the installation of low profile exterior lighting, directed away from adjacent properties, and as such, the impact of off-site glare and adverse light intrusion will be less than significant.

II. AGRICULTURE AND FORESTRY RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of State-wide Importance, as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 4526). Or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest land?				X
e) Involve other changes in the existing environment which, due to their location of nature, could result in conversion of Farmland, to nonagricultural use or conversion of forest land to non-forest use?				X

Background

The proposed project is to be developed on vacant industrially zoned parcel within an already urbanized area an industrial area and existing airport. The project will not have any impact on agricultural uses.

Impact Discussion

- a) **No Impact.** The parcel is currently vacant and zoned I-1 (General Industrial). According to the Imperial County Important Farmland 2016 Map, the project site is listed as other lands, thus the proposed project will not convert any type of farmland to non-agricultural use; therefore, no impact is expected.
- b) **No Impact.** The proposed project site is in the midst of existing residences (enclave) and is part an existing Mapped and Planned subdivision and adjacent to an existing airport. There is no Williamson Act land contract on the project site, so the project would not conflict with the Williamson Act land contract. Therefore, no impacts are anticipated.
- c) **No Impact.** The project will have no impact on forest land. Currently a vacant lot zoned I-1 (General Industrial). As mentioned above, the subject property is not zoned for forest land and the General Plan Land Use Map designates this site as "Industrial" and the proposed subdivision of the parcel will not conflict with existing zoning or cause rezoning of forest land, timberland or timberland zoned Timberland Production. Therefore, no impact is expected.
- d) **No Impact.** The proposed zone change and project will not result in the loss of forest land. The parcels are currently zoned I-1 (General Industrial). As explained under item c) above, the proposed subdivision of land will not result in the loss of forest land or conversion of forest land to non-forest use. Therefore, no impact is expected.
- e) **No Impact.** The proposed project and zone change will not result or influence the conversion of farmlands, forests or agricultural uses to other uses.

III. AIR QUALITY – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?				X

Background

The tentative map and future proposed airport hangers will not have a negative impact on the air quality. The proposed Project site is located within the Salton Sea Air Basin and is under the jurisdiction of the Imperial County Air Pollution Control District (ICAPCD). The Imperial Valley has been designated as a “non-attainment” area with respect to State Standards for particulate matter (PM10) and ozone (smog). The ICAPCD recommends that construction projects in the Imperial Valley follow the standard and discretionary mitigation measures outlined in Section VII of the ICAPCD CEQA Air Quality Handbook in order to minimize PM10 and emissions generation on-site. The ICAPCD also suggests that projects incorporate street tree planting and other landscaping along interior streets and project boundaries as these green spaces act as filters for dust and other pollutants.

The proposed subdivision of land/ tentative map will create 13 parcels of land with a future potential development of airport hangers.

The proposed Project is likely to generate dust and other forms of pollutants during Project construction. Adjacent residences are considered sensitive receptors and may be negatively affected from these short and long-term emissions. The APCD considers a project to be mitigated to a level of insignificance if the project incorporates all feasible mitigation measures listed in Section VII of the handbook and/or exhausts all CEQA options for mitigation subject to CEQA Guidelines §15370.

Impact Discussion

- a) **No Impact.** The proposed project and zone change will have no impact on any applicable air quality plan. The proposed project is for the subdivision of a parcel into 13 lots and any development shall conform to the requirement of the Imperial County Air Pollution Control District (ICAPCD). Therefore, less than significant impacts are anticipated.
- b) **No Impact.** As explained in Item a) above, the proposed project is a zone change and anticipated multifamily apartment complex with no proposed changes to the existing use and will not result in a cumulative net increase of any criteria pollutant for which the project is non-attainment. The project will not violate any air quality standards or contribute substantially to an existing or projected air quality violation. Therefore, no impacts are anticipated.
- c) **No Impact.** The proposed project and zone change will not result in any increase of any criteria pollutant for which the region is in non-attainment. The project proposes a zone change and multifamily complex with no proposed change to the use and does not anticipate exposing receptors to substantial pollutants concentrations. Therefore, no impacts are anticipated.
- d) **No Impact.** The proposed project and zone change will not have an impact nor contribute to pollution. The project proposes a zone change and multifamily complex with no proposed change to current use and does not anticipate in creating more objectionable odors that already exists with the adherence of ICAPCD requirements.
- e) **No Impact.** The proposed project is a zone change and tentative multifamily apartment complex with no proposed change to the existing use and does not anticipate in creating objectionable odors affecting a substantial number of people. Therefore, no impacts are anticipated.

IV. BIOLOGICAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X
b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X
d)	Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X
e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
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Background

The proposed project is to be located on vacant parcels within an urbanized area that are zoned for Industrial uses.

Impact Discussion

- a) **No Impact.** The proposed project site is located within disturbed land and does not appear to have a substantially adverse effect, either directly or through habitat modification, or any species identified as a candidate, sensitive or special status species in local or regional plan, policies, or regulation, or by the Departments of Fish and Wildlife. Therefore, no impacts are anticipated.
- b) **No Impact.** The proposed project is to be located on I-1(General Industrial) parcel that is vacant. As mentioned under item a) above, the project site is located within disturbed land and does not appear to have a substantial effect on any riparian habitat or other sensitive natural community identified in local or regional plan, policies, and regulations or by the Departments of Fish and Wildlife. Therefore, no impacts are anticipated.
- c) **No Impact.** There are not any wetlands within the vicinity of the proposed projects locations. As explained in Item a) above, the project proposes to subdivide 9.15 acres into 13 smaller lots of various sizes and will not cause a substantial adverse effect on federal protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Therefore, no impacts are anticipated.
- d) **No Impact.** Project is to be located on vacant land that is zoned I-1 and surrounded by Industrial, Agricultural and residential uses. As mentioned under Item a) above, the proposed tentative map will not interfere substantially with the movement of any residential or migratory fish or wildlife species or with established resident or migratory wildlife, corridors or impede the use of native wildlife nursery sites. Therefore, no impacts are anticipated.
- e) **No Impact.** The project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Therefore, no impact is expected.
- f) **No Impact.** The project will not Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

V. CULTURAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X

Background

The proposed project is to be located on a vacant parcel that is not tied nor have been identified by the State of California to have any cultural value or history. The project will not have an adverse change in the significance of a historical resource as defined in §15064.5.

Impact Discussion

- a) **No Impact.** The project will not cause adverse change with historical resources. It is to be located on a vacant lot. The project will not have an adverse change in the significance of a historical resource as defined in §15064.5.
- b) **No Impact.** The project will not cause adverse change with archaeological resources. It is to be located on a vacant lot on disturbed land and is not expected to directly or indirectly destroy a unique paleontological resource or unique geologic feature. Therefore, any impacts should be less than significant.
- c) **No Impact.** The project will not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature on disturbed land and is not expected to directly or indirectly destroy a unique paleontological resource or unique geologic feature.
- d) **No Impact.** The project will not have an impact on human remains. To be located on a vacant residentially zoned site. As mentioned under Item a) above, the project site is located on disturbed land and is not expected to result in the disturbance of any human remains, including those interred outside of dedicated cemeteries. Therefore, any impact would be less than significant.

VI. ENERGY – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				X
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				X

Background

The project will not create unnecessary consumption of energy.

Impact Discussion

- a) **No Impact.** Will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.
- b) **No Impact.** Will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

VII. GEOLOGY AND SOILS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving:				
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
2) Strong seismic ground shaking?			X	
3) Seismic-related ground failure, including liquefaction?				X
4) Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?				X
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse?				X
d) Be located on expansive soil, as defined of the latest in Table 18-1-B Uniform Building Code, creating substantial risk to life or property?				X
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X

Background

The parcel is currently vacant and zoned for industrial uses. At the time of “Building Permitting” any soil issues that can be unforeseen will be addressed.

Impact Discussion

- a) **No Impact.** The project is to allow for the subdivision of 9.15 acres into 13 smaller lots for future industrial uses, the proposed project will not cause or expose people or structures to potential substantial adverse effects, including risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. Therefore, less than significant impacts are expected.
1. According to the State of California's Alquist-Priolo Earthquake Fault Zone Maps, Revised January 1, 1980, Special Studies Map, the proposed project site is not located in a "Special Studies Zone". The site could be affected by the occurrence of seismic activity, but no more than the surrounding properties. The project would need to comply with the California Building Code (CBC). Compliance with the CBC would reduce the risk to a level less than significant.
 2. Per the City of Imperial Conservation and Open Space Element, the project site is in a high seismic area. However, any potential impact would not be greater to the project site than elsewhere in the region. The main concern of ground shaking is the corresponding structure damage and the related hazards to life and safety. To ensure the structural integrity of all buildings and structures, the project must conform to the Seismic Requirements as outlined in the California Building Code. Compliance with the CBC does not eliminate the risk associated with ground shaking; however, it would reduce the risk to a level less than significant.
 3. The project site is on relatively flat terrain and is not within a "Landslide Susceptibility Area" as identified by the GGS Seismic Hazard Zonation's Program (SHZP) Data Access Page, and the Imperial County General Plan, Seismic and Public Safety Element, Figure 2 (Landslide Activities). Additionally, the project site is not adjacent to any shore line and, therefore is not subject to a seiche or tsunami.
- b) **No Impact.** Project is to allow for the subdivision of a vacant lot into 13 smaller lots of various sizes for future industrial use. The project site is not located within an erosion susceptible area according to the Imperial County, Seismic and Public Safety Element, Figure 3; therefore, no impact is expected.
- c) **No Impact.** Mitigation measures are incorporated at the time of "Building Permit Processing" for structure integrity and compliance with CA Building Code standards. The project site is not located on a geological unit or soil that is unstable or would become unstable due to the expansion to this existing facility; therefore, no impact is expected.
- d) **No Impact.** Mitigation measures are incorporated at the time of "Building Permit Processing" for structure integrity and compliance with CA Building Code standards. The project site is not characterized by any expansive soils that would be considered environmentally significant. Potential impact deriving from expansive soils are considered negligible. Therefore, no impacts are anticipated.
- e) **No Impact.** Mitigation measures are incorporated at the time of "Building Permit Processing" for structure integrity and compliance with CA Building Code standards.

VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				X
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				X

Background

The proposed tentative map and future airport hangers project will not have an impact on greenhouse gas emissions.

Impact Discussion

- a) **No Impact.** Will not generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment however; construction impacts would short term with minimal impacts. Any future development shall comply with the Imperial County Air Pollution Control District rules and regulations. The impacts are anticipated to be less than significant.
- b) **No Impact.** Will not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter-mile of an existing or proposed school?				X
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X

f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Background

The proposed project is for a tentative map to subdivide a vacant parcel into 13 smaller lots for future industrial uses. The project is not going to bring nor generate any hazardous materials or uses to the area.

Impact Discussion

- a) **No Impact.** Will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. The project area may be impacted by aerial application using pesticide spray application on the existing and surrounding farm ground. Additionally, the project area may contain hazardous material that are used for abatement of weeds and insects; however, the applicant does not intend to change the current use of the parcel and therefore, any hazardous material impacts would be maintained at a level less than significant.
- b) **No Impact.** Will not create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment
- c) **No Impact.** Will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter-mile of an existing or proposed school.
- d) **No Impact.** Will not create a significant hazard to the public or the environment. The project site is not located on a site included on a list of hazardous material sites; therefore, no impact expected.
- e) **No Impact.** Will not result in a safety hazard for people residing or working in the project area
- f) **No Impact.** Will not result in a safety hazard for people residing or working in the project area.
- g) **No Impact.** Will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- h) **No Impact.** Will not expose people or structures to a significant risk of loss, injury or death involving wildland fires including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. The project site is not located in an area susceptible to wildland fires, therefore, no impact is expected.

X. HYDROLOGY AND WATER QUALITY – Would the project:					
		Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Violate any water quality standards or waste discharge requirements?			X	

b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or situation on- or off-site?				X
d)	Substantially alter the existing drainage pattern of the site, including through the alteration of the course of a stream or river, in a manner which would result in flooding on- or off-site?				X
e)	Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f)	Otherwise substantially degrade water quality?				X
g)	Place housing within a 100-year flood hazard area as mapped on a Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h)	Place within a 100-year flood area structures which would impede or redirect the flood flows?				X
i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j)	Inundation, mud flow or water run-off?				X

Background

The proposed project will not create a detrimental impact on water resources within the city. If any unforeseen issues arise, the applicant will have to mitigate them during the building permitting process. The Project site presently consists of vacant land with sparse vegetation. Therefore potential hazards for slope instability are unlikely. The increase in residential density will increase the existing rates of runoff due to increased sealed surface areas. The incorporation of an adequate drainage management plan will help minimize any substantial risk of erosion or situation on or off-site. The drainage plan is subject to review by the City Public Works and Engineering Department for consistency with City Standards.

A drainage report will be prepared to adequately assess the potential for adverse hydrological and drainage effects associated with short-term construction and longer-term operation of the proposed project. Findings and recommendations from the prepared Hydrology report will further be incorporated as mitigation measures for the project. Site development would include clearing and grubbing of vegetation, site grading, underground utility installation and construction of retention basins.

Impact Discussion

- a) **No Impact.** Will not violate any water quality standards or waste discharge requirements. No discharge of any industrial or process wastewater is proposed, but if the applicant commences to discharge any industrial or processed wastewater, the applicant will need to work the Regional Water Quality Control Board for permitting said discharge. However, less than significant impacts are anticipated. Implementation of the proposed Project may result in short term and long term changes to site drainage characteristics. Preparation of a Stormwater

Pollution Prevention Plan (SWPPP) would be required for the proposed Project site to ensure consistency with all applicable water quality standards as well as implementation of Best Management Practices (BMPs).

- a) **No Impact.** The proposed Project would rely on municipal water for both short-term and long-term operation. The proposed zone change and multifamily apartment complex will not substantially deplete groundwater; therefore, no impacts are expected.
- b) **No Impact.** The proposed tentative map will not substantially alter the existing drainage pattern of the site or area, resulting in substantial erosion or siltation on- or off-site, therefore, no impacts are expected. The soils at the site are subject to wind and water erosion, especially during Project construction. However, implementation of the SWPPP and BMPs would reduce impacts to less than significant. Areas not paved or constructed would be landscaped in accordance with City of Imperial requirements. Therefore, the likelihood of soil erosion or loss of topsoil would be minimized.
- c)
- d) **No Impact.** The proposed tentative map will not substantially alter the existing drainage patterns or increase the rate or amount of surface runoff, resulting in flooding on- or off-site; therefore, no impact is expected. Additionally, Imperial County Public Works will require that a drainage and grading plan/study/letter be submitted at the time of development. Therefore, any impacts are expected to be less than significant.
- e) **No Impact.** The proposed tentative map will not create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. The proposed on-site detention basin and landscaped areas will accommodate the water run-off from the Project site. Construction activities on the project site would be subject to Best Management Practices (BMP's) and a Storm Water Pollution Prevention Plan (SWPPP) to minimize pollution on and off-site
- f) **No Impact.** The proposed tentative map will not otherwise substantially degrade water quality, and; therefore, no impact is expected.
- g) **No Impact.** Will not place housing within a 100-year flood hazard area as mapped on a Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. Per FEMA Flood Map #06025C1700C the project site is not located with a flood area. Therefore, no impact is expected.
- h) **No Impact.** Will not place within a 100-year flood area structures which would impede or redirect the flood flows and would not require the placement of structures within 100-year flood hazard area, which would impede or redirect flood flow, therefore, no impact is expected.
- i) **No Impact.** Will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.
- j) **No Impact.** The proposed tentative map not expose people or structures to a significant risk or lost, injury or death involving inundation by seiche, tsunami, or mudflow, therefore, no impact is expected.

XI. LAND USE AND PLANNING – Would the proposal:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

Background

The proposed project will serve as infill in the community and the City of Imperial. It is to be located on Vacant industrially zoned parcels. This General Plan Amendment is consistent with the goals, objectives, and policies of the various Elements of the General Plan.

Impact Discussion

- a) **No Impact.** The proposed project will not physically divide an established community.
- b) **No Impact.** Will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.
- c) **No Impact.** The proposed Project would not conflict with any applicable habitat conservation plan or natural community conservation plan because the site is currently used as a residential property and is not identified as suitable habitat for plan and/or animal species.

XII. MINERAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Background

The project is not located in an area that is considered by the State of California a “mineral resource” source, thus it will not impact this item.

Impact Discussion

- a) **No Impact.** Will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. The proposed zone change and tentative multifamily complex will not remove mineral resources on-site; therefore, no impact expected.
- b) **No Impact.** The proposed tentative map will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

XIII. NOISE – Would the project result in:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?				X
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e) For a project located within an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Background

The proposed project will comply with the noise element for that zone.

Impact Discussion

- a) **No impact.** The proposed project will not expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. The proposed project is not expected to create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore, less than significant impacts are expected.
- b) **No Impact.** The proposed project will not expose persons to or generate excessive ground borne vibration or ground borne noise levels.
- c) **No impact.** The tentative map will not create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. The project is not expected to create

substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore, less than significant impacts are expected.

- d) **No impact.** Will not create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. The proposed zone change, is not expected to create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. Therefore less than significant impacts are expected. Construction of the proposed Project could result in an increase in the existing ambient noise environment. Construction levels at the nearest noise sensitive locations would be approximately 89 dBA. Additionally, phased development of the proposed Project would result in increased noise levels compared to pre-construction phases. Mitigation would be required to minimize construction noise in these areas. These measures include, but are not limited to: limiting the hours of construction and use of mufflers on construction equipment
- e) **No impact.** Will not expose people residing or working in the project area to excessive noise levels. According to the Imperial County Airport Land Use Compatibility Plan, the Project site is located within the **“D”** Zone which is within the “Other Airport Environs” location. According to the Plan, there is negligible risk to residents in this Zone, but there is potential for annoyance from overflights. There are no limits within this Zone in regard to density and no requirements for open land. An aviation easement exists on the project site and would be continued with the resubdivision.
- f) **No impact.** The project is located near a public county airport which is part of a previously approved subdivision specific plan that has already been approved by the Airport Land Use Commission of the Imperial County.

XIV. POPULATION AND HOUSING – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Background

The tentative map is proposed to be on a parcel that is already zoned for industrial uses.

Impact Discussion

- a) **No Impact.** The project will not create substantial population growth in the area. The tentative map would not induce substantial population growth in the area either directly or indirectly. While there would be impacts, the impacts would appear to be less than significant.
- b) **No Impact.** The project is proposed to be developed on currently vacant land and would not displace substantial numbers of exiting housing, necessitating the construction of replacement housing elsewhere; therefore, no impact is expected.
- c) **No Impact.** The land that the project is proposed to be developed on is currently vacant. The proposed development will not displace substantial numbers of people necessitating the construction or replacement housing elsewhere; therefore, no impact is expected.

XV. PUBLIC SERVICES:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			X	
2) Police protection?			X	
3) Schools?			X	
4) Parks?			X	
5) Other public facilities?			X	

Background

The project will not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services.

Impact Discussion

- a) **No Impact.** At the time of building permit processing the applicant will comply with any requirements needed by the fire department. The proposed tentative map is not expected to result in substantial impacts on fire protection; however, any new impacts would be less than significant. The installation of fire hydrants within the Project site will offer increased fire protection to the Project area and therefore the impact should be less than significant.
- b) **No Impact.** The police department did not impose nor express any safety concern issues regarding the proposed development. The proposed tentative map is not expected to have result in substantial impacts on police protection; any new impacts would be less than significant.
- c) **No Impact.** The developer is required to pay whichever fees are required by the local government agencies- if any, to help mitigate any potential increase in service the project may create. The proposed tentative map for an industrial zone is not expected to have an impact on schools; therefore, any new impacts would be less than significant.
- d) **No Impact.** The developer is required to pay development impact fees to the City of Imperial as part of building. The proposed tentative map is not expected to create a substantial impact on parks; therefore, less than significant impact would be expected.
- e) **No Impact.** There are no foreseeable impacts to other public facilities at the time of this evaluation based on the proposed use. The proposed tentative map is not expected to create a substantial impact on other public facilities; therefore, less than significant impacts would be expected.

XVI. RECREATION:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?				X

Background

The proposed tentative map for the subdivision of one vacant lot into 13 vacant lots for industrial uses of future airport hangers.

Impact Discussion

- a) **No Impact.** The proposed tentative map would not increase the use of recreational facilities within the neighborhood because it is intended for industrial uses.
- b) **No Impact.** The Developers are required to pay “Development Impact Fees”. The proposed tentative map does not include or require the construction of recreational facilities; therefore, no impact is expected.

XVII. TRANSPORTATION – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads or congestion at intersections)?				X
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion/management agency for designated roads or highways?				X
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e) Result in inadequate emergency access?				X
f) Result in insufficient parking capacity?				X

g)	Conflicts with adopted policies, plans, programs, supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
h)	Conflicts or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				X

Background

The project is a proposed tentative map to subdivide one vacant industrially zoned parcel into 13 smaller sized parcels. The project will have to comply with all development requirements the City of Imperial formulates to mitigate potential traffic congestion.

Impact Discussion

- a) **No Impact.** The project is proposed to be in a zoning district that can with stand the potential generation of traffic. Measures will be implemented at the time of construction to prevent any type of potentially adverse effects in regards to traffic. The proposed tentative map is not expected to create a substantial impact to surrounding roads; however any new impacts would appear to be less than significant.
- b) **No Impact.** The project will not exceed, either individually or cumulatively, a level of service standard established by the county congestion/management agency for designated roads or highways.
- c) **No Impact.** Will not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks.
- d) **No Impact.** The proposed project will not create any exposure to hazardous materials.
- e) **No Impact.** The project will not result in inadequate emergency access.
- f) **No Impact.** The proposed development will have to comply with the City of Imperial’s development standards in all aspects. The development must have enough parking for the proposed use and it will not result in insufficient parking.
- g) **No Impact.** The proposed project will not conflicts with adopted policies, plans, programs, supporting alternative transportation
- h) **No Impact.** The project will not have an adverse effect nor be inconsistent with CEQA Guidelines section 15064.3, subdivision (b).

XVIII. TRIBAL CULTURAL RESOURCES – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				X
b) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k), or				X
c) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				X

Background

The project is proposed to be on vacant land located within a urbanized and industrial area. The parcel is zoned for industrial uses. There have not been reports of the parcels nor the area to have any ties to tribal culture or resources.

Impact Discussion

- a) **No Impact.** The project is proposed to be on vacant land. Based on Figure 6 Known Areas of Native American Sensitivity of the Conservation and Open Space Element of the Imperial County General Plan, the project site is not located with any sensitive area.
- b) **No Impact.** The land is vacant and not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1 (k). The proposed project would not cause a substantial change in the significance of a tribal cultural resource and no historical resources have been identified as significant in the project area.
- c) **No Impact.** The project has not been determined to be significant pursuant to criteria set forth in subdivision of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new storm water or water treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?				X
f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X

Background

The project is a proposed tentative map for the future development of airport hanger. The applicant is aware and subject to conditions of approval to ensure that the project and city are provided and served with all the necessary utilities to properly function and meet all local and state regulation requirements when it comes to water and sewer. The Project will require water and sewer line extensions connecting to the existing water and wastewater infrastructure, as well as the construction of new infrastructure and any unforeseen remedies that are not outlined within this document and may come about at the time of construction and or building permitting.

Impact Discussion

- a) **No Impact.** The project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. The proposed zone change will not exceed wastewater treatment requirements of the Regional Water Quality Control Board; therefore, no impacts are expected.
- b) **No Impact.** The project will not require new facilities to be constructed because of the use. The proposed zone change will not result in the construction of new water or water treatment facilities or expansion of existing facilities. Therefore, no impact is expected.
- c) **No Impact.** None of the proposed construction will cause environmental constraints. The proposed zone change will not result in the construction of a new storm water drainage facilities or expansion of existing facilities; therefore, no impact is expected.
- d) **No Impact.** The proposed project will have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed.

- e) **No Impact.** The proposed tentative map will not result in a determination by a wastewater treatment provider that services or may service the project that it does not have adequate capacity to the project's projected demands in additions to the provider's existing commitments. At the time of the Building Permit application process, the developer will supply the city with a Hydrology flow test, to ensure the use will have adequate water supply and if not the developer will mitigate the issue.
- f) **No Impact.** The project will be served by a landfill with sufficient capacity to accommodate the project's solid waste disposal needs.
- g) **No Impact.** The project will comply with federal, state, and local statutes and regulations related to solid waste.

XX. WILDFIRE – If located near or near state responsibility areas or lands classified as very high fire hazard severity zones, Would the project:				
	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due, to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X

Background

The City of Imperial is part of the Imperial County, which is within the State of California. We are the only county, that has not been assessed by the state of California for “WILDFIRE” threats.

Impact Discussion

- a) **No Impact.** No risk of wildfire at the proposed projects location.
- b) **No Impact.** No risk of wildfire at the proposed projects location.
- c) **No Impact.** No risk of wildfire at the proposed projects location.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE					
a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
b)	Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
c)	Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X

Background

The project is a proposed tentative map for the subdivision of one vacant parcel into 13 smaller parcels of various sizes for the future development of airport hangar lots.

Impact Discussion

- a) **No Impact.** The project is proposed to be on parcels that are currently vacant and zoned industrial.
- b) **No Impact.** The project does not have impacts that are individually limited, but cumulatively considerable.
- c) **No Impact.** The project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

SOURCE REFERENCES	
The following documents were used as sources of factual data and are hereby incorporated as part of this Environmental Checklist. Because of the voluminous nature of the documents, copies of the following documents are not distributed with this document but may be obtained from the City of Imperial.	
A	City of Imperial Zoning Ordinance
B	City of Imperial General Plan
C	City of Imperial Service Area Plan
D	Air Pollution Control District CEQA Air Quality Handbook
E	County of Imperial Airport Land Use Compatibility Plan

AIRPORT ELEMENT

AIRPORT ELEMENT

I. INTRODUCTION AND PURPOSE

The Airport Element is an optional general plan element which the City of Imperial has chosen to include in the revised General Plan. The Airport Element delineates areas around the Imperial County Airport wherein certain land uses should be restricted or prohibited because of safety factors or excessive noise. The Airport Element also delineates areas around the airport where heights of buildings and structures should be restricted in the interest of safety.

The purpose of the Airport Element is to encourage and support the continued viable operation and use of the Imperial County Airport, while maintaining a balance of new residential, commercial, and industrial development within the City.

Airport Element Goal

Preserve the Imperial County Airport as a viable facility while maintaining a balanced community with new residential, commercial, and industrial development.

Objective No. 1

Restrict noise sensitive land uses and uses which could be hazardous to aircraft operations by appropriate land use planning and zoning techniques.

Policy 1

- A. Restrict new residential development to those areas with less than a 65 db CNEL noise exposure level.

- B. Require residential structures to be noise attenuated when constructed within the airport planning area to reduce interior noise levels to 45 db CNEL or below.
- C. Restrict noise sensitive uses such as schools, churches, hospitals, and convalescent homes to areas with less than a 65 db CNEL noise exposure level, and require these structures to be noise attenuated when constructed within the airport planning area, in order to reduce interior noise levels to 45 db CNEL or below.
- D. Encourage the development of commercial and industrial uses on those lands bordering the airport property.
- E. Require aviation easements to be granted whenever residential projects are constructed within the airport planning area.
- F. Encourage the County to establish runway 8/26 as the calm wind runway thereby reducing noise impacts to residences in the northwest areas of the City.
- G. Encourage the County to restrict touch and go takeoffs and landings to runway 8-26 thereby decreasing low altitude aircraft overflight impacts to populated areas in the northwest section of the City.

Objective No. 2

Encourage compatible commercial and industrial development on and in the

immediate vicinity of the airport.

Policy 2

- A. Promote the expansion of the general dynamics plant as a compatible airport use.
- B. Promote the continuing development of commercial and industrial uses west of La Brucherie Road and north of Aten Road, adjacent to the southwestern boundary of the airport.
- C. Promote the development of new commercial and light industrial uses on the northeast corner of Aten Road and Highway 86.

Objective 3

Minimize exposure of the public to aircraft generated noise to the extent feasible.

Policy 3

- A. Request the County to develop, publish, implement, and enforce noise abatement procedures for all aircraft operating at the airport between the hours of 10:00 p.m. and 6:00 a.m.
- B. Request the County to implement rules and regulations restricting agricultural aircraft takeoffs and landings to runway 8/26 in order to minimize exposure of the public to aircraft generated noise.

- C. Request the County to implement rules and regulations restricting touch and go landings to runway 8/26 when wind conditions permit, thereby decreasing exposure of the public to excessive frequent intervals of aircraft noise.

Objective 4

Encourage the County of Imperial to continue to explore the concept of a new Regional Airport.

Policy 4

- A. Pass a City Council resolution supporting the concept of a new regional air carrier airport in the outlying County area where the public will not be exposed to noise and safety hazards.

Objective 5

Preserve the area west of runway 8/26 as permanent agricultural open space.

Policy 5

- A. Discourage annexation of property west of Austin Road which is proposed for urban development.
- B. Request the County to designate the area west of Austin Road as agricultural preserve open space.

Objective 6

Enforce Federal Aviation Administration Part 77 requirements for height limitations of buildings and structures.

Policy 6

- A. Deny building permits for buildings and structures that exceed Part 77 height requirements unless the FAA has stated in writing that the proposed use is not considered a hazard to aircraft operations.
- B. Request the County to enforce FAA Part 77 height regulations in unincorporated areas near the airport.

RESOLUTION NO. 2004-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IMPERIAL,
CALIFORNIA, APPROVING THE CHEN/WORTHINGTON TENTATIVE
TRACT MAP AND CERTIFYING A MITIGATED NEGATIVE DECLARATION
(APN 043-320-42)**

WHEREAS, Imperial Aten Development, LLC., has submitted an application for a Tentative Tract Map for certain real property described as the East half of Tract 45, Township 15 South, Range 13 East, S.B.M., in the Office of the County Recorder of Imperial County, State of California according to the official plat thereof, otherwise known as APN 043-320-42; and

WHEREAS, a duly notified public hearing was held by the Planning Commission on June 9, 2004 and by the City Council on July 7, 2004 (continued to July 21, 2004 and August 4, 2004); and

WHEREAS, upon hearing and considering all testimony and arguments, examining the Initial Environmental Study, analyzing the information submitted by staff and considering any written comment received, the City Council considered all facts relating to the Tentative Tract Map.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Imperial as follows:

- A) That the foregoing recitations are true and correct; and
- B) That based on the evidence presented at the public hearing, the City Council hereby certifies a Mitigated Negative Declaration for the project; and
- C) That based on the evidence presented at the public hearing, the City Council hereby **APPROVES** the Tentative Tract Map for the Chen/Worthington project subject to the conditions of approval outlined in Exhibit A and based on the following findings:
 - 1. The project has been reviewed in accordance with the requirements set forth by the City of Imperial for implementation of the California Environmental Quality Act.
 - 2. The project is in compliance with the California Environmental Quality Act, Section 2100 through 21176 of the Public Resources Code.
 - 3. The initial environmental assessment shows that there is no substantial evidence that the Tentative Tract Map may have a significant impact on the environment.

4. There are no sensitive resources located within the area of the project or adjacent to the area of the project so as to be significantly impacted by the project.
5. The proposed Tentative Tract Map is consistent with the intent of the Imperial General Plan to maintain land use designation consistency within the incorporated area of a City's and its sphere of influence.
6. The proposed Tentative Tract Map is consistent with the policies and the land uses of the existing City of Imperial General Plan.
7. The proposed Tentative Tract Map is consistent with the objective of the City of Imperial Zoning Ordinance.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Imperial, this 21st day of July 2004.

Mayor of the City of Imperial

ATTEST:

City Clerk

RESOLUTION 2004-34

EXHIBIT A

CONDITIONS OF APPROVAL

for

**CHEN/WORTHINGTON RANCHES TENTATIVE SUBDIVISION MAP,
ZONE CHANGE, AND GENERAL PLAN AMENDMENT**

1. Developer/Applicant shall comply with all local, State and Federal laws, regulations, rules, ordinances, and standards as they pertain to this project, whether specified herein or not. Where conflicts occur, the most stringent shall apply.
2. The Developer/Applicant shall offer for dedication all rights of way, easements, or parcels of land required for both on-site and off-site construction of streets, pipelines, utilities and the storm water retention basin.
3. The City Council shall have final approval of the Tentative Tract Map, Zone Change, General Plan Amendment and Environmental Review.
4. The Developer/Applicant shall pay all impact and capacity fees.
5. The Developer/Applicant shall pay any and all amounts as determined by the City of Imperial to defray all costs for the review of maps, drawings, reports, field investigations, or other activities related to compliance of this project with City ordinances and/or any other laws, regulations, or requirements that apply. No Tract Map shall record until such costs have been paid to the City.
6. All maps, plans, studies, cost estimates, designs and calculations required for this project shall be subject to the review and approval of the City Engineer, Department of Public Works and Department of Community Development prior to submittal for approval to record the Tract Map.
7. All infrastructure improvements shall be constructed, or in lieu thereof, security provided to ensure construction, prior to the recordation of a Tract Map. A Phasing Plan for infrastructure improvements shall be submitted to and approved by the City of Imperial City Council. The construction of on-site and off-site improvements shall adhere to the schedule set forth in the phasing plan and improvement plans.
8. The Developer shall initiate through the City Council, the formation of a Special District for the maintenance of drainage/park facilities, street lighting, fencing and landscaping.
9. The Developer shall provide adequate financial assistance to offset the impacts to local law enforcement, fire and school services to ensure the level of service of these

departments are not adversely affected by the estimated population increase as a result of the development of this project.

10. The Developer shall comply with the City's Water Master Plan to ensure sufficient volume and flow of water including those needed for fire fighting services. The Developer shall construct new water mains and storage facilities in the project area if necessary and built according to City development standards.
11. The Developer shall comply with the City's Sewer Master Plan to ensure sufficient handling of waste water. The Developer shall improve the collection system through the construction of new sanitary sewer mains and lift stations where required and in accordance with City development standards.
12. The Developer/Applicant shall submit a lighting plan prior to any construction activity. All lighting installed shall be shielded and directed so as to minimize significant off-site glare or adverse light intrusion into neighboring properties. The lighting plan shall include street lights on Aten Road and Austin Road and interim streets at bus stops and mail kiosks. The lighting plan shall be reviewed and approved by the City of Imperial Planning Department, Building Department and the Imperial County Airport.
13. A Landscaping Plan shall be submitted to the City of Imperial for review and approval prior to the recordation of a Tract Map. Landscaping shall be provided in all parks and retention basins. Where noise walls are required along roadways and adjacent to the Imperial County Airport, landscaping shall also be provided. Landscaping is not required along noise walls on Austin Road. All landscaped areas shall be irrigated with automatic sprinkler systems.
14. Prior to the issuance of each building permit, the Developer shall provide a letter from the Imperial Unified School District indicating that the required school fees have been paid or otherwise satisfied for same. A minimum 12-acre site within the project site shall be [set-aside/donated] to the Imperial Unified School District for the purposes of constructing a school. In the event that State guidelines prohibit the construction of a school within the project site, the Developer may convert that area into additional single-family residential units, as shown in the alternate Tentative Tract Map. In addition, the Developer/Applicant shall initiate through the Imperial Unified School District, the formation of a Community Facilities District (CFD) to facilitate the construction of the needed school site. The Developer/Applicant shall also be responsible for additional mitigation measures if the proceeds from the CFD are insufficient to construct the school site.
15. Prior to the start of any construction activity, a qualified biologist shall survey the site for any active owl burrows. Any burrows found shall be identified and flagged. Burrows shall not be disturbed during the mating season (February 15 to August 15). After the mating season ends, the burrows will be destroyed to prevent the return of the owls to these burrows during the next mating season. All mitigation measures outlined in the Mitigated Negative Declaration shall apply.

16. A Grading and Drainage Plan/Study shall be submitted to the City Engineer for review and approval. The Grading and Drainage Plan/Study shall address property grading and erosion control which shall include the prevention of sedimentation or damage to off-site properties. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City of Imperial for review and approval. Best Management Practices shall be utilized to minimize or prevent storm water pollution. Prior to the recordation of a Tract Map, the Developer/Applicant shall provide the City with a letter from the Imperial Irrigation District (IID) stating that the plans have been reviewed and approved for the discharge of storm water onto IID facilities.
17. The retention ponds must be designed to drain out within seventy-two (72) hours of any storm event.
18. Construction sites shall control dust (PM-10) generation through daily watering in accordance with a dust control plan submitted to and approved by the Air Pollution Control District as required by Imperial APCD Rule 800.
19. The Developer/Applicant shall construct a six-foot solid masonry wall along the west boundary of the project site on the Central Main Canal banks, and along the north boundary of the park/retention basin site prior to the occupancy of any structure. The Developer/Applicant shall also construct a six-foot high solid masonry wall, along the south boundary of the project site adjacent to Aten Road. Landscaping shall also be provided along the walls visible to the roadways as well as adjacent to the Imperial County Airport to provide an additional noise buffer. The material and color of all walls required by this section shall be decorative and subject to the review and approval by the Planning Commission.
20. All on-site utilities including power lines, telephone lines, and cable television lines shall be installed underground.
21. The Developer/Applicant shall provide a soils report indicating, among other things, the suitability of the site for the proposed development, specifications for earthwork, design guidelines for slabs and foundations and recommended roadway sections.
22. The conditional approval of the Tentative Subdivision Map, Zone Change and General Plan Amendment shall not constitute the waiver of any requirement of the City's Ordinances or regulations, except where a condition set forth herein specifically provides for a waiver.
23. The Developer/Applicant shall obtain, pay for and comply with all permits from the Imperial Irrigation District, and other applicable agencies for all improvements within, across, or affecting the respective rights of way.
24. All Final Tract Maps shall provide for 10-foot public utility easements adjacent to all street rights of way for underground power, communications and cable television systems.

25. The City Engineer shall conduct a ministerial review the Tentative Tract Map and may provide additional requirements consistent with City standards.
26. The Tentative Subdivision Map shall be valid for a period of two years following the City Council approval and the appeal period.
27. The Imperial County Fire Department shall conduct a ministerial review of the Tentative Tract Map and may provide additional requirements consistent with applicable standards. Such requirements may include, but are not limited to, the location and sizing of fire hydrants, premise identification numbers (address numbers), cul-de-sac radii, and roadway access.
28. The Developer/Applicant shall record agricultural easements, to put new homeowners on notice regarding the noise, dust, odors and other potential impacts associated with active farming of nearby lands. The Developer/Applicant shall also make homeowners aware of the Imperial County Right to Farm Ordinance when they purchase new homes in the project area.
29. The Tract Map shall include an aviation easement for all lots created. The aviation easement shall be for over-flight of aircraft. In addition, all lots will be developed and sold with a hold harmless agreement with the County of Imperial Airport. The height of all structures shall comply with the requirements of the County of Imperial Airport Layout and Land Use Plan.
30. The Developer shall widen Aten Road from Austin Road to the eastern boundary of the project site prior to the issuance of any building permit. The total width shall accommodate four travel lanes, turn lanes, and a Class II bikeway (bike lane). Additional improvements along Aten Road shall be provided to accommodate a 10:1 taper. The alignment of Aten Road shall be coordinated with existing improvements at the intersection of Aten and La Brucherie to ensure proper alignment. Roadway improvements shall be completed in conjunction with other off-site improvements.
31. An additional vehicular access shall be provided on the east side of the project for the purposes of additional emergency access onto the project site. This vehicular access shall be designed so as to provide future alignment and/or connection with Industry Way.
32. The Developer/Applicant shall conduct a Phase I Site Environmental Assessment in order to identify whether current or historic uses of the project site have resulted in any release of hazardous wastes/substances. Dependent upon the outcome of the Phase I Site Environmental Assessment, a Phase II may be necessary in order to offer remediation.
33. A minimum of 6.75 acres of parkland shall be improved and dedicated to the City of Imperial prior to the issuance of any building permit. In accordance with the

Park and Recreation Element of the General Plan, the Developer shall develop all parks with amenities such as picnic areas with tables, and child play area with playground equipment. The improvement of parks shall be completed prior to the issuance of 150th building permit in conjunction with off-site improvements. The Developer shall also be responsible for any and all applicable park impact fees.

34. All residential development within the project site shall be constructed using building materials and techniques such as dual pane windows, and increased insulation to decrease interior noise levels within dwelling areas to 45 dba or lower.
35. The Developer/Applicant shall pay all traffic impact fees including its fair share contribution to roadway improvements and the widening of La Brucherie Road south of Aten Road.
36. The Developer/Applicant shall provide the City of Imperial with security to ensure the proper abandonment of the relocated Newside Canal.
37. The Developer/Applicant shall agree to defend, indemnify and hold harmless the City of Imperial and its agents, including consultants, officers and employees from any claim, action or proceeding against the City or its agents, including consultants, officers and employees to attack, set aside, void, or annul the approval of Tentative Tract Map and associated Zone Change, General Plan Amendment and Mitigated Negative Declaration. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorneys fees, or expert witness costs that may be asserted by any person or entity, including the Developer/Applicant arising out of or in connection with the approval of the Tentative Tract Map and associated Zone Change, General Plan Amendment and Mitigated Negative Declaration, including any claim for private attorney general fees claimed by or awarded to any party from the City.

CONSTRUCTION AND LICENSE AGREEMENT

Gary L. Arnold and Jerry M. Taylor

THIS CONSTRUCTION AND LICENSE AGREEMENT ("Agreement") made and entered into effective the 26th day of June, 2018, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California ("COUNTY"), and GARY L. ARNOLD and JERRY M. TAYLOR ("OWNERS") (individually "Party," collectively, "Parties"), shall be as follows:

RECITALS

WHEREAS, OWNERS are the record owners of certain real property identified in Paragraph 1, hereinafter referred to as "Property;" and

WHEREAS, OWNERS desire to develop the Property to provide commercial tenants with "commercial through the fence" ("CTTF") access to the Imperial County Airport ("Airport"); and

WHEREAS, in order to provide commercial tenants with CTTF access to the Airport, it is necessary to construct an access gate and associated infrastructure on the Property and the Airport; and

WHEREAS, OWNERS are seeking a temporary license to enter onto Airport to construct, repair, and maintain an access gate and associated infrastructure; and

WHEREAS, COUNTY is desirous of granting a temporary license for said construction, repair, and maintenance.

NOW, THEREFORE, and in consideration of the covenants and conditions hereinafter contained, the Parties agree to the following:

1. DESCRIPTION OF PROPERTY.

1.1. The Property, which is the subject of this Agreement, is that property described as Lot 176 Sky Ranch Aviones Sub Unit No. 3, Assessor's Parcel Number 064-315-102.

1.2. A copy of a map delineating the Property is attached hereto as Exhibit "A" and incorporated herein by reference.

2. DESCRIPTION OF AIRPORT.

2.1. The Airport, which is the subject of this Agreement, is that property commonly referred to as the Imperial County Airport, 1099 Airport Rd., Imperial, CA 92251.

1 2.2. A copy of a map delineating the Airport is attached hereto as Exhibit "B" and
2 incorporated herein by reference.

3 3. GRANT OF TEMPORARY LICENSE.

4 Subject to the terms, conditions, and limitations herein, COUNTY hereby grants OWNERS a
5 nonexclusive license to encroach upon the Airport for the sole purpose of constructing, repairing, and
6 maintaining an access gate and associated infrastructure ("Access Gate") in order to permit CTFP
7 access to the Airport from the Property.

8 4. TERM.

9 4.1. This Agreement shall commence on the date first written above and shall remain in
10 effect for a period of forty (40) years, unless otherwise terminated as provided for
11 herein.

12 4.2. The term of this Agreement may be extended for an additional ten (10) year period,
13 upon mutual written agreement of both Parties.

14 5. COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

15 5.1. OWNERS agree, at their sole cost and expense, to conduct all necessary environmental
16 studies associated with the development of their Property, and any construction on the
17 Airport provided for herein, as may be required under the California Environmental
18 Quality Act, Cal. Pub. Res. Code §§ 21000 et seq. ("CEQA"), and 14 CCR §§ 15000 et
19 seq. ("CEQA Guidelines"). For the purposes of compliance with CEQA and the CEQA
20 Guidelines, development of the Property and any construction on Airport provided for
21 herein shall be treated as a single project ("Project").

22 5.2. Parties agree that the successful completion of any and all environmental studies as
23 required under CEQA and the CEQA Guidelines shall be a condition precedent to the
24 construction of the Project. Construction shall not commence until a Notice of
25 Determination or Notice of Exemption has been properly filed by the lead agency, posted,
26 and the statute of limitations has run.

27 5.3. Failure to abide by the provisions stated in Paragraph 5 shall be cause for immediate
28 termination of this Agreement.

1 6. CONSTRUCTION AND RESTORATION

2 6.1. Construction.

3 6.1.1. Prior to construction, OWNERS, at their sole cost and expense, shall prepare and
4 submit to COUNTY plans and specifications detailing the construction of the
5 Access Gate.

6 (a) Construction of the Access Gate shall not commence until COUNTY has
7 reviewed and approved the plans and specifications. Approval of such
8 plans and specifications shall be at the sole discretion of COUNTY. Such
9 approval shall not be unreasonably withheld.

10 (b) The plans and specifications shall be attached hereto as Exhibit "C" and
11 incorporated by this reference as though fully set forth herein.

12 6.1.2. Prior to construction, OWNERS shall provide bonds, or other forms of security
13 acceptable to the Office of County Counsel, that adequately cover the costs of
14 construction of the Access Gate, including the cost of labor ("Construction
15 Security"). Upon OWNERS' completion and COUNTY's acceptance of the
16 Access Gate, and submission of evidence to COUNTY that all employees and
17 subcontractors have been paid in full, the Construction Security shall be released.

18 6.1.3. OWNERS, at their sole cost and expense, agree to provide for the construction of
19 the Access Gate in accordance with the plans and specifications attached hereto as
20 Exhibit "C."

21 6.1.4. Construction of the Access Gate shall be done by a contractor mutually agreed
22 upon by OWNERS and COUNTY.

23 6.2. Restoration.

24 6.2.1. Prior to construction, OWNERS, at their sole cost and expense, shall prepare and
25 submit to COUNTY a Restoration Plan detailing the removal of the Access Gate
26 and restoration of the Airport.

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(a) The Restoration Plan shall include a bond, or other form of security acceptable to the Office of County Counsel, that guarantees restoration of the Airport to the condition of the immediately surrounding area, in the amount of the estimated site restoration ("Restoration Security").

(i) The estimated cost of site restoration, and the security guaranteeing such restoration, shall be reviewed every five (5) years, and shall be adjusted to take into account increases associated with the Los Angeles Consumer Price Index and such other factors as deemed appropriate by COUNTY.

(ii) Upon OWNERS' completion and COUNTY's acceptance of the restoration of the Airport, the Restoration Security shall be released.

(b) Construction of the Access Gate shall not commence until COUNTY has reviewed and approved the Restoration Plan and accompanying security. Approval of the Restoration Plan and accompanying security shall be at the sole discretion of COUNTY. Such approval shall not be unreasonably withheld.

(c) A copy of the Restoration Plan and accompanying security shall be attached hereto as Exhibit "D" and incorporated by this reference as though full set forth herein.

6.2.2. Upon expiration of the term of this Agreement, including any extension thereof, or upon any request to remove or relocate the Access Gate made pursuant to terms of this Agreement, OWNERS, at their sole cost and expense, agree to remove/relocate the Access Gate and restore Airport in accordance with the Restoration Plan attached hereto as Exhibit "D."

6.2.3. Removal/relocation of the Access Gate and restoration of the Airport shall be done by a contractor mutually agreed upon by OWNERS and COUNTY.

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1 6.3. OWNERS agree to abide by the following construction/restoration conditions:

2 6.3.1. Notify County's Director of Airports, or his/her designee, forty-eight (48) hours
3 prior to the start of any construction/restoration work;

4 6.3.2. Accept responsibility for any damages caused by the construction/removal of
5 the Access Gate, on or off the Airport.

6 (a) Should such damage occur, OWNERS shall immediately notify
7 COUNTY's Director of Airports in writing with respect to the nature
8 and extent of the damage.

9 (b) OWNERS shall have five (5) business days to repair any such damage.
10 Failure of OWNERS to repair any damage associated with the
11 construction/removal of the Access Gate within five (5) business days
12 shall be grounds for immediate termination of this Agreement. In
13 addition, the cost of any remaining repairs, including the cost of labor,
14 and any damages associated with the COUNTY's inability to make use
15 of the Airport as a result of such damages, shall be deducted from the
16 Construction Security or Restoration Security.

17 6.3.3. Obtain all necessary permits from all relevant governmental entities prior to any
18 construction/restoration;

19 6.3.4. Ensure that all construction/restoration conforms to Federal Aviation
20 Administration ("FAA") specifications and complies with all FAA rules,
21 regulations, and policies, including the signing and striping of connecting taxiways.

22 7. REPAIR, MAINTENANCE AND REPLACEMENT.

23 7.1. OWNERS, or their successors in interest or assigns shall, at their sole cost and expense,
24 provide for the repair and maintenance of the Access Gate at a level and in a timeframe
25 acceptable to COUNTY. For the purposes of this section, "repair and maintenance"
26 shall include upgrades to and replacement of the Access Gate as may be required to
27 ensure compliance with all federal, state, and local laws, rules, regulations, and
28 procedures.

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7.1.1. Non-Emergency Repairs/Maintenance. Upon written notice from COUNTY to OWNERS that non-emergency repair or maintenance of the Access Gate is required, OWNERS shall have seven (7) business days to complete such repairs/maintenance.

7.1.2. Emergency Repairs/Maintenance. Upon written notice from COUNTY to OWNERS that emergency repair or maintenance of the Access Gate is required, OWNERS shall have twenty-four (24) hours to complete such repairs/maintenance. Emergency repairs shall be required when, in the opinion of COUNTY, there exists damage, defect, or obsolescence that substantially impedes the functionality, safety, or security of the Access Gate.

7.2. OWNERS shall provide bonds, or other forms of security acceptable to the Office of County Counsel, that adequately covers the cost of full replacement of the Access Gate, including the cost of labor ("Maintenance Security"). The provision of Maintenance Security by OWNERS shall be a condition precedent to COUNTY's acceptance of the Access Gate. The estimated cost of Access Gate replacement, and the security guaranteeing such restoration, shall be reviewed every five (5) years, and shall be adjusted to take into account increases associated with the Los Angeles Consumer Price Index and such other factors as deemed appropriate by COUNTY.

7.3. Failure of OWNERS to provide emergency and non-emergency repairs or maintenance of the Access Gate as directed by COUNTY shall be grounds for immediate termination of this Agreement. In addition, the cost of any remaining repairs or maintenance, including the cost of labor, and any damages associated with the COUNTY's inability to make use of the Airport as a result of lack of repair or maintenance, shall be deducted from the Maintenance Security.

7.4. Upon termination of this Agreement, the Maintenance Security shall be released, less any amount required for outstanding repairs and maintenance as provided for herein.

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1 8. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER
2 REQUIREMENTS.

3 OWNERS are hereby on notice that the work to be performed under this Agreement in
4 connection with the Access Gate is subject to the prevailing wage, registration, apprenticeship, and
5 other provisions of the California Labor Code. OWNERS agree to abide by the following provisions:

6 8.1. Prevailing Wage. OWNERS and their subcontractors shall pay all workers employed on
7 the work for the Access Gate the higher of either the rates determined by the Director of the
8 Department of Industrial Relations ("DIR") or, when applicable, the Davis-Bacon Federal
9 wage rates as supplemented by the Department of Labor regulations.

10 8.1.1. Copies of the State prevailing rate of per diem wages are on file with the Department
11 of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate
12 Avenue, San Francisco, California, and at COUNTY's Department of Public Works,
13 and are available to OWNERS and any other interested party upon request.

14 8.1.2. OWNERS shall post the prevailing rate of per diem wages at the Access Gate
15 work site.

16 8.1.3. OWNERS are responsible for compliance with the provisions herein.

17 8.2. Mandatory Registration with the Department of Industrial Relations – NEW
18 REQUIREMENTS PURSUANT TO SB 854.

19 8.2.1. OWNERS and their subcontractors shall register with the DIR and pay all
20 applicable fees as set forth in Labor Code section 1725.5.

21 8.2.2. OWNERS and their subcontractors acknowledge that they shall not be listed on
22 any bid proposal for a public works project (submitted on or after March 1,
23 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
24 The requirements of this section shall apply unless one of the limited exceptions
25 provided under Labor Code Section 1771.1(a) applies.

26 8.2.3. OWNERS and their subcontractors acknowledge that they shall not be awarded
27 any contract for public work on a public works project (awarded on or after April
28 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

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8.2.4. The work on the Access Gate described herein may be subject to compliance monitoring and enforcement with the DIR.

8.2.5. For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

8.3. Cognizance of Violations by County.

8.3.1. OWNERS understand and agree that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

8.3.2. If applicable, OWNERS may bring an action in a court of competent jurisdiction to recover from COUNTY the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- (a) COUNTY previously affirmatively represented to OWNERS in writing, in the call for bids, or otherwise, that the work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- (b) COUNTY received actual written notice from the Department of Industrial Relations that the work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to OWNERS before the bid opening or award.

8.4. Prevailing Wage Rates and Payroll Records.

8.4.1. OWNERS agree to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at OWNERS' principal office. The responsibility for

1 compliance with these provisions is fixed with OWNERS. OWNERS
2 understand and agree that they shall, as a penalty to COUNTY, forfeit specific
3 monetary fines for each worker paid less than the prevailing wage rates as
4 determined by the Labor Commissioner for the work or craft in which the
5 worker is employed for any work done pursuant to this Agreement.

6 8.4.2. OWNERS shall be liable for penalties when a subcontractor fails to pay its workers the
7 general prevailing rate of per diem wages and any of the following conditions are met:

- 8 (a) OWNERS had knowledge of the failure of the subcontractor to pay the
9 specified prevailing rate of wages to those workers; or
- 10 (b) OWNERS fail to comply with the following requirement: The contract
11 executed between OWNERS and the subcontractor for the performance
12 of work on the Access Gate shall include a copy of the provisions of
13 California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- 14 (c) OWNERS fail to comply with the following requirement: OWNERS
15 shall monitor the payment of the specified general prevailing rate of per
16 diem wages by the subcontractor to the employees, by periodic review of
17 the certified payroll records of the subcontractor; and
- 18 (d) Upon becoming aware of the failure of the subcontractor to pay his or
19 her workers the specified prevailing rate of wages, OWNERS shall
20 diligently take corrective action to halt or rectify the failure, including,
21 but not limited to, retaining sufficient funds due the subcontractor for
22 work performed on the Access Gate; and
- 23 (e) Prior to making final payment to the subcontractor for work performed
24 on the Access Gate, OWNERS shall obtain an affidavit signed under
25 penalty of perjury from the subcontractor that the subcontractor has paid
26 the specified general prevailing rate of per diem wages to his or her
27 employees on the Access Gate work and any amounts due pursuant to
28 California Labor Code §1813.

1 **8.5. Work Day and Work Week Requirements.**

2 **8.5.1.** OWNERS agree to comply with §§1810 through 1815 of the California Labor
3 Code and, when applicable, sections 103 and 107 of the Contract Work Hours
4 and Safety Standards Act, 40 U.S.C. §§3700 et seq., as supplemented by the
5 Department of Labor regulations, which provide that OWNERS' workers and
6 their subcontractors' workers may not be required or permitted to work more
7 than eight (8) hours in any one (1) calendar day and forty (40) hours in any one
8 (1) calendar week.

9 **8.5.2.** Work performed by employees of OWNERS or their subcontractor in excess of
10 eight (8) hours per day, and forty (40) hours during any one (1) week, shall be
11 compensated for all hours worked in excess of eight (8) hours per day at not less
12 than one and one-half (1½) times the basic rate of pay.

13 **8.5.3.** The responsibility for compliance with these provisions is fixed with OWNERS.
14 OWNERS understand and agree that they shall, as a penalty to COUNTY, forfeit
15 specific monetary fines to COUNTY should OWNERS or their subcontractors fail
16 to comply with the provisions contained within this paragraph.

17 **8.6. Apprenticeship Requirements.**

18 **8.6.1.** OWNERS agree to comply with §§1777.5, 1777.6 and 1777.7 of the California
19 Labor Code relating to the employment of apprentices and to provide COUNTY
20 with copies of any contract award information and verified statements of the
21 journeyman and apprentice hours performed pursuant to this Agreement as
22 required by §1777.5(e).

23 **8.6.2.** The responsibility for compliance with these provisions is fixed with OWNERS
24 for all apprenticeable occupations, where journeymen in the craft are employed
25 on the public work, in a ratio of not less than one (1) apprentice for each five (5)
26 journeymen (unless an exemption is granted in accordance with §1777.5) and
27 OWNERS and their subcontractors shall not discriminate among otherwise
28 qualified employees as indentured apprentices on any public work solely on the

1 ground of race, religious creed, color, national origin, ancestry, sex, or age,
2 except as provided in California Labor Code §3077.

3 8.6.3. If the Access Gate work falls within the jurisdiction of California Labor Code
4 §1777.5, COUNTY shall, within five (5) days of the award, send a copy of the
5 award to the Division of Apprenticeship Standards. In addition, COUNTY shall
6 notify the Division of Apprenticeship Standards of a finding of any discrepancy
7 regarding the ratio of apprentices to journeymen within five (5) days of the finding.

8 **8.7. Labor Standards Compliance Requirements.**

9 8.7.1. It is OWNERS' responsibility to provide all labor compliance documentation
10 from their subcontractors completely and accurately in a timely manner.
11 OWNERS are responsible to review promptly and then forward on all required
12 documentation to COUNTY per the time schedules in the Labor Compliance
13 Handout. Included with the Labor Compliance Handout, COUNTY will provide
14 training, documentation requirements, forms, etc., at the preconstruction
15 conference or at a time designated by COUNTY.

16 8.7.2. In the event, during the review process of labor compliance documentation from
17 COUNTY's labor compliance monitor, inaccurate, missing or incomplete
18 information was provided, the labor compliance monitor will request from
19 OWNERS the items, revisions and documentation needed. The cost of this
20 additional labor compliance enforcement shall be borne by OWNERS.

21 **9. RELOCATION OF ACCESS POINT.**

22 If COUNTY deems it necessary for the Access Gate to be moved, then upon one hundred
23 eighty (180) days written notice, OWNERS or their successors in interest or assigns shall do so, at
24 their sole cost and expense, as directed by COUNTY.

25 **10. ASSURANCES.**

26 10.1. OWNERS agree to abide by the following terms and conditions:

27 10.1.1. OWNERS assure and warrant that the Property will be used and maintained for
28 legitimate, commercial aeronautical activities. OWNERS further assure and

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warrant that they will prohibit all residential uses of the Property, including residential airparks and all other noncompatible land uses as specified in the FAA Airport Compliance Manual – Order 5190.6B, Part VI, Chapter 20.

10.1.2. OWNERS assure and warrant that the Property will not be used for the sale of fuel or the refueling of aircraft.

10.1.3. OWNERS assure and warrant that the Property will not be used for the commercial repair or servicing of aircraft.

10.1.4. OWNERS assure and warrant that the Property will not be used by or leased to an aeronautical commercial operator that competes with on-Airport operators.

10.1.5. OWNERS assure and warrant that they will prohibit adjacent property owners from utilizing the Property in order to gain access to Airport.

10.1.6. OWNERS assure and warrant that they will not permit a user, visitor, or commercial tenant of the Property to access the Airport without first obtaining a CTF access license from COUNTY.

10.2. OWNERS acknowledge that COUNTY considers the assurances made herein to be material, and would not enter into this Agreement with OWNERS if such assurances were not made. Any violation of the assurances herein that are not cured or remedied within ten (10) business days of written notice of default shall be cause for immediate termination of this Agreement.

11. COMPLIANCE WITH TITLE 14, PART 77 OF THE CODE OF FEDERAL REGULATIONS.

11.1. In the event construction of a building or facility is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property, OWNERS and their successors in interest and assigns, agree to comply with the notification and review requirements covered in Title 14, Part 77 of the Code of Federal Regulations.

11.2. OWNERS, and their successors and assigns, agree that they will not erect nor permit the erection of any structure or building, nor permit any natural growth or other

1 obstruction on the Property above a height as determined by the application of the
2 requirements of Title 14, Part 77 of the Code of Federal Regulations. In the event the
3 aforesaid covenant is breached, COUNTY reserves the right to enter upon the Property
4 and remove the offending structure, object or natural growth, all of which shall be at the
5 sole cost and expense of the OWNERS.

6 **11.3.** OWNERS, and their successors and assigns, agree that they will not make use of the
7 Property in any manner which might interfere with the landing and taking off of
8 aircraft, or otherwise constitute a hazard. In the event the aforesaid covenant is
9 breached, COUNTY reserves the right to enter upon the Property and cause the
10 abatement of such interference at the sole cost and expense of OWNERS.

11 **12. NONEXCLUSIVE USE OF AIRSPACE.**

12 With specific regard to aeronautical activities and the OWNERS' use of Airport, it is
13 understood and agreed that nothing herein contained shall be construed as to grant or authorize the
14 granting of an exclusive right with the meaning of Title 49, sections 40103(e) and 47107(a)(4) of the
15 United States Code.

16 **13. RESERVATION OF RIGHTS BY COUNTY**

17 **13.1.** COUNTY reserves the right to further develop or improve the landing area of the
18 Airport as it sees fits, regardless of the desires or views of the OWNERS, and their
19 successors in interest and assigns, without interference or hindrance.

20 **13.2.** COUNTY reserves the right, but shall not be obligated to OWNERS, or their successors in
21 interest or assigns, to maintain and keep in repair the landing area of the Airport and all
22 publicly owned facilities of the Airport, together with the right to direct and control all
23 activities of the OWNERS, and their successors in interest and assigns, in this regard.

24 **13.3.** There is reserved to COUNTY, its successors, and assigns, a right of flight for the
25 passage of aircraft in the airspace above the surface of the Property, for the use and
26 benefit of the public. This public right of flight shall include the right to cause in said
27 airspace any noise and emissions inherent in the operation of any aircraft used for
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1 navigation or flight through said airspace or landing at, taking off from, or operating on
2 the Airport.

3 **14. LEGAL COMPLIANCE.**

4 **14.1.** OWNERS agree to conform to COUNTY and FAA safety and security rules and
5 regulations regarding use of Airport and the airfield operations area including but not
6 limited to the use of runways, taxiways, and aircraft aprons by vehicles, employees,
7 customers, and visitors, in order to prevent security breaches and avoid aircraft
8 incursions and vehicle/pedestrian deviations.

9 **14.2.** OWNERS, at their sole cost and expense, shall comply with all other laws, rules,
10 regulations, and requirements of all Federal, State, and local governments relating to
11 this Agreement, whether such laws, rules, regulations, and requirements are currently in
12 effect or hereafter enacted.

13 **15. INDEMNIFICATION.**

14 **15.1.** OWNERS agree to the fullest extent permitted by law to indemnify, defend, protect and
15 hold COUNTY and its representatives, officers, directors, designees, employees,
16 agents, successors and assigns harmless from any and all claims, expenses, liabilities,
17 causes of action, demands, losses, penalties, attorneys fees and costs, in law or equity,
18 of every kind and nature whatsoever arising out of or in connection with OWNERS'
19 negligent acts and omissions or willful misconduct under this Agreement ("Claims"),
20 whether or not arising from the passive negligence of COUNTY, but does not include
21 Claims that are finally determined to be the result of the sole negligence or willful
22 misconduct of COUNTY.

23 **15.2.** OWNERS shall defend with counsel acceptable to COUNTY, indemnify and hold
24 COUNTY harmless from all Claims, including but not limited to:

25 **15.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,
26 sickness or disease or death to persons including but not limited to COUNTY's
27 representatives, officers, directors, designees, employees, agents, successors and
28 assigns, subcontractors and other third parties and/or damage to property of

1 anyone (including loss of use thereof) arising out of OWNERS' negligent
2 performance of, or willful misconduct surrounding, any of the terms contained
3 in this Agreement, or anyone directly or indirectly employed by OWNERS or
4 anyone for whose acts OWNERS may be liable;

5 **15.2.2.** Liability arising from injuries to OWNERS and/or any of OWNERS'
6 employees or agents arising out of OWNERS' negligent performance of, or
7 willful misconduct surrounding, any of the terms contained in this Agreement,
8 or anyone directly or indirectly employed by OWNERS or anyone for whose
9 acts OWNERS may be liable;

10 **15.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
11 regulation, standard, ordinance or statute caused by the negligent action or
12 inaction, or willful misconduct of OWNERS or anyone directly or indirectly
13 employed by OWNERS or anyone for whose acts OWNERS may be liable;

14 **15.2.4.** Infringement of any patent rights which may be brought against COUNTY
15 arising out of OWNERS' work;

16 **15.2.5.** Any violation or infraction by OWNERS of any law, order, citation, rule,
17 regulation, standard, ordinance or statute in any way relating to the occupational
18 health or safety of employees; and

19 **15.2.6.** Any breach by OWNERS of the terms, requirements, or covenants of this Agreement.

20 **15.3.** The indemnification provisions above shall remain in effect throughout the term of this
21 Agreement, and any extension thereof, and shall be enforceable as against any and all
22 successors or assigns.

23 **16. INSURANCE REQUIREMENTS.**

24 **16.1.** OWNERS hereby agree, at their sole cost and expense, to obtain and maintain in full
25 force during the entire term of this Agreement (or extended term thereof) the following
26 types of insurance as detailed below:

27 **16.1.1. Commercial General Liability.** Coverage in a minimum amount of one million
28 dollars (\$1,000,000) combined single limit to any one person, and two million

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dollars (\$2,000,000) aggregate for any one accident, including personal injury, death, and property damage.

16.1.2. Commercial Automobile Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit and one million dollars (\$1,000,000) aggregate, including owned, non-owned, and hired vehicles.

16.1.3. Workers' Compensation.

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of OWNERS.
- (b) Prior to the commencement of any work, OWNERS shall sign and file with COUNTY the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) OWNERS understand and agree that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the Airport.
- (e) Worker's Compensation coverage shall not be required if OWNERS do not, at any time, have any employees during the term of this Agreement, and any extension thereof.
 - (i) If OWNERS do not have any employees, initial here GA SA.
 - (ii) Should this status change, OWNERS shall immediately notify COUNTY in writing and comply with the insurance requirements above.

1 16.1.4. Employers Liability.

2 (a) Coverage, if applicable, in the minimum amount of one million dollars
3 (\$1,000,000) per accident for bodily injury and disease.

4 (b) Employer's Liability coverage shall not be required if OWNERS do not,
5 at any time, have any employees during the term of this Agreement, and
6 any extension thereof.

7 (i) If OWNERS do not have any employees, initial
8 here Isa J.J.

9 (ii) Should this status change, OWNERS shall immediately notify
10 COUNTY in writing and comply with the insurance
11 requirements above.

12 16.2. Special Insurance Requirements. All insurance required shall:

13 16.2.1. Be procured from California admitted insurers (licensed to do business in
14 California) with a current rating by Best's Key Rating Guide, acceptable to
15 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
16 ratings must be approved in writing by COUNTY.

17 16.2.2. Be primary coverage as respects COUNTY and any insurance or self-insurance
18 maintained by COUNTY shall be in excess of OWNERS' insurance coverage
19 and shall not contribute to it.

20 16.2.3. Name the County of Imperial and their officers, employees, and volunteers as
21 additional insured on all policies, except Workers' Compensation insurance, and
22 and provide that COUNTY may recover for any loss suffered by COUNTY due
23 to OWNERS' negligence.

24 16.2.4. State that it is primary insurance and regards COUNTY as an additional insured
25 and contains a cross-liability or severability of interest clause.

26 16.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty
27 (30) days written notice has been given to COUNTY. OWNERS may not
28 terminate such coverage until it provides COUNTY with proof that equal or

1 better insurance has been secured and is in place. Cancellation or change
2 without prior written consent of COUNTY shall, at the option of COUNTY, be
3 grounds for termination of this Agreement.

4 **16.3. Additional Insurance Requirements.**

5 **16.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is
6 also to be notified if any aggregate insurance limit is exceeded.

7 **16.3.2.** The comprehensive or commercial general liability shall contain a provision of
8 endorsements stating that such insurance:

- 9 (a) Includes contractual liability;
- 10 (b) Does not contain any exclusions as to loss or damage to property caused
11 by explosion or resulting from collapse of buildings or structures or
12 damage to property underground, commonly referred to by insurers as
13 the "XCU Hazards;"
- 14 (c) Does not contain a "pro rata" provision which looks to limit the insurer's
15 liability to the total proportion that its policy limits bear to the total
16 coverage available to the insured;
- 17 (d) Does not contain an "excess only" clause which require the exhaustion
18 of other insurance prior to providing coverage;
- 19 (e) Does not contain an "escape clause" which extinguishes the insurer's
20 liability if the loss is covered by other insurance;
- 21 (f) Includes COUNTY as an additional insured.
- 22 (g) States that it is primary insurance and regards COUNTY as an additional
23 insured and contains a cross-liability or severability of interest clause.

24 **16.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any
25 insurance policy required by this Agreement, OWNERS shall, if requested by COUNTY,
26 provide COUNTY satisfactory evidence that insurance policy premiums have been paid
27 together with a duplicate copy of the policy or a certificate evidencing the policy and
28 executed by the insurance company issuing the policy or its authorized agent.

1 16.5. Certificates of Insurance. OWNERS agree to provide COUNTY with the following
2 insurance documents on or before the effective date of this Agreement:

3 16.5.1. Complete copies of certificates of insurance for all required coverages including
4 additional insured endorsements shall be attached hereto as Exhibit "E" and
5 incorporated herein.

6 16.5.2. The documents enumerated in this Paragraph shall be sent to the following:

7 County of Imperial
8 Risk Management Department
9 940 Main Street, Suite 101
10 El Centro, CA 92243

11 and

12 County of Imperial
13 Imperial County Airport
14 1099 Airport Road
15 Imperial, CA 92251

16 16.5.3. Additional Insurance. Nothing in this, or any other provision of this Agreement,
17 shall be construed to preclude OWNERS from obtaining and maintaining any
18 additional insurance policies in addition to those required pursuant to this
19 Agreement.

20 17. NOTICES.

21 Any notice required or permitted to be given pursuant to this Agreement may be sent to the
22 following addresses:

23 COUNTY

24 County of Imperial
ATTN: Airport Director
1099 Airport Road
Imperial, CA 92251

25 OWNERS

26 Gary L. Arnold or Jerry M. Taylor
27 c/o McDougal, Love, Eckis, Boehmer & Foley
28 8100 La Mesa Blvd., Suite 200
La Mesa, CA 91942

18. DEFAULT.

18.1. OWNERS Default.

18.1.1. If OWNERS fail or refuse to perform any provision, covenant or condition to be
kept or performed by OWNERS under this Agreement, COUNTY, prior to

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exercising any of its rights or remedies, shall give written notice to OWNERS of such default, specifying in said notice the nature of such default, and OWNERS shall have thirty (30) days from receipt of such notice to cure said default.

18.1.2. If such default is not cured within said thirty (30) day period, then COUNTY may, in its sole discretion, terminate this Agreement and/or pursue those remedies available under the law at the time this Agreement is executed as well as any future remedies that are created.

18.2. COUNTY's Default.

18.2.1. If COUNTY fails or refuses to perform any provision, covenant or condition to be kept or performed by COUNTY under this Agreement, OWNERS, prior to exercising any of its rights or remedies, shall give written notice to COUNTY of such default, specifying in said notice the nature of such default, and COUNTY shall have thirty (30) days from receipt of such notice to cure said default.

18.2.2. If such default is not cured within said thirty (30) day period, then OWNERS may, in their sole discretion, terminate this Agreement and/or pursue those remedies available under the law at the time this Agreement is executed as well as any future remedies created.

19. CHANGE OF LAW ALLOWING EARLY TERMINATION BY EITHER PARTY.

19.1. In the event that any Federal or State law, order, rule, or regulation should become effective during the term of this Agreement, as provided for herein, that so restricts COUNTY's or OWNERS' use of the Airport so as to make such use, as initially contemplated by this Agreement, infeasible, then either COUNTY or OWNERS, or their assigns, may terminate this Agreement upon sixty (60) days written notice to the other Party.

19.2. In the event of such early termination, OWNERS shall be entitled to no payment for any Improvements installed by OWNERS, or for any remaining value of the license interest.

20. ASSIGNMENT.

20.1. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by OWNERS without prior written notice to COUNTY.

1 20.2. COUNTY may demand such assurances, including financial assurances, modification
2 of this Agreement, or such other requirements as, in its sole discretion, it deems
3 advisable, as a condition to granting its consent to any assignee hereunder.

4 20.3. Nothing herein shall be construed as requiring COUNTY to grant an assignment if COUNTY
5 in its sole opinion, deems such grant of consent to not be in the best interest of COUNTY.
6 Notwithstanding, the grant of assignment by COUNTY shall not unreasonably be withheld.

7 20.4. Consent by COUNTY to an assignment shall not release OWNERS from their primary
8 liability under this Agreement, and COUNTY's consent to one assignment, shall not be
9 deemed a consent to other assignments.

10 20.5. Any attempt by OWNERS to assign any interest in this Agreement without prior
11 written notice to COUNTY shall be void.

12 21. BINDING.

13 This Agreement shall be binding upon the heirs, successors, assigns and subcontractors of the
14 Parties hereto.

15 22. ENTIRE AGREEMENT.

16 This Agreement contains the entire contract between COUNTY and OWNERS relating to the
17 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
18 understandings, provisions, negotiations, representations, or statements, either written or verbal.

19 23. MODIFICATION.

20 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
21 unless the same is in writing and signed by both Parties.

22 24. CAPTIONS.

23 Captions in this Agreement are inserted for convenience of reference only and do not define,
24 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

25 25. PARTIAL INVALIDITY.

26 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid,
27 void, or unenforceable, the remaining provisions will nevertheless continue in full force without being
28 impaired or invalidated in any way.

1 26. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

2 As used in this Agreement and whenever required by the context thereof, each number, both
3 singular and plural, shall include all numbers, and each gender shall include both genders. OWNERS, as
4 used in this Agreement or in any other document referred to in or made a part of this Agreement, shall
5 likewise include both singular and plural, a corporation, a partnership, individual, firm or person acting in
6 any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any
7 other entity. All covenants herein contained on the part of OWNERS shall be joint and several if more
8 than one person, firm or entity executes the Agreement.

9 27. WAIVER.

10 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
11 construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of
12 the same or any other covenant or condition.

13 28. CHOICE OF LAW.

14 The laws of the State of California shall govern this Agreement. This Agreement is made and
15 entered into in Imperial County, California. Any action brought by either Party with respect to this
16 Agreement shall be brought in a court of competent jurisdiction within said County.

17 29. AUTHORITY.

18 29.1. Each of the individuals executing this Agreement on behalf of OWNERS and
19 COUNTY represent and warrant that:

20 29.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
21 OWNERS or COUNTY as applicable;

22 29.1.2. Such execution and delivery on behalf of OWNERS is in accordance with the
23 terms of any applicable Articles of Incorporation or Partnership, By-Laws or
24 Resolutions of OWNERS; and

25 29.1.3. Such execution and delivery on behalf of COUNTY is duly authorized by the
26 Board of Supervisors and within the authority of the signatory identified below.

27 29.2. This Agreement is binding upon the respective Parties in accordance with its terms.

28 ///

1 30. COUNTERPARTS.

2 This Agreement may be executed in counterparts.

3 31. SUBORDINATION OF AGREEMENT.

4 31.1. This Agreement shall be subordinate to the provisions and requirements of any existing
5 or future agreement between COUNTY and the United States, relative to the
6 development, operation, or maintenance of Airport.

7 31.1.1. Failure of OWNERS, or their successors in interest or assigns, to reconcile a
8 conflict with the requirements of any existing or future agreement between
9 COUNTY and the United States, which failure shall continue after reasonable
10 notice to make appropriate corrections, shall be cause for termination of
11 OWNERS' rights that are in conflict with the federal agreement.

12 31.1.2. A right of first refusal shall be subordinate to the COUNTY's agreements with
13 the United States requiring that the Airport serve an airport purpose, and such
14 right shall not prevent airport land from being used for an airport purpose or its
15 use by an aeronautical user.

16 31.1.3. A right of first refusal to convert airport land to a non-aeronautical use shall not
17 be exercised without the written approval of the FAA.

18 31.2. This Agreement and all of the provisions herein shall be subject to whatever right the
19 United States now has or in the future may have or acquire, affecting the control,
20 operation, regulation, and taking over of the airfield and other nonexclusive use areas of
21 the Airport, or the exclusive and nonexclusive use of the airfield and other
22 nonexclusive use areas of the Airport by the United States during a time of war or
23 national emergency.

24 31.3. This Agreement shall be subordinate to all of COUNTY's federal grant assurances and
25 federal obligations in connection with Airport. Should any provision of this Agreement
26 violate COUNTY's grant assurances or federal obligations, COUNTY shall have the
27 right to terminate this Agreement in order to remain in compliance with such grant
28 assurances and federal obligations.

1 **32. REVIEW OF AGREEMENT TERMS.**


2 This Agreement has been reviewed and revised by legal counsel for both COUNTY and
3 OWNERS, and no presumption or rule that ambiguities shall be construed against the drafting Party
4 shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.
5

6 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and
7 year first written above.
8

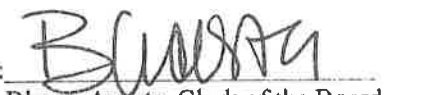
9 **COUNTY**

10
11 By: 
12 Raymond R. Castillo, Chairman
Imperial County Board of Supervisors

OWNERS

13
14 By: 
15 Gary L. Arnold

16 **ATTEST:**

17 By: 
18 Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

19 By: 
20 Jerry M. Taylor

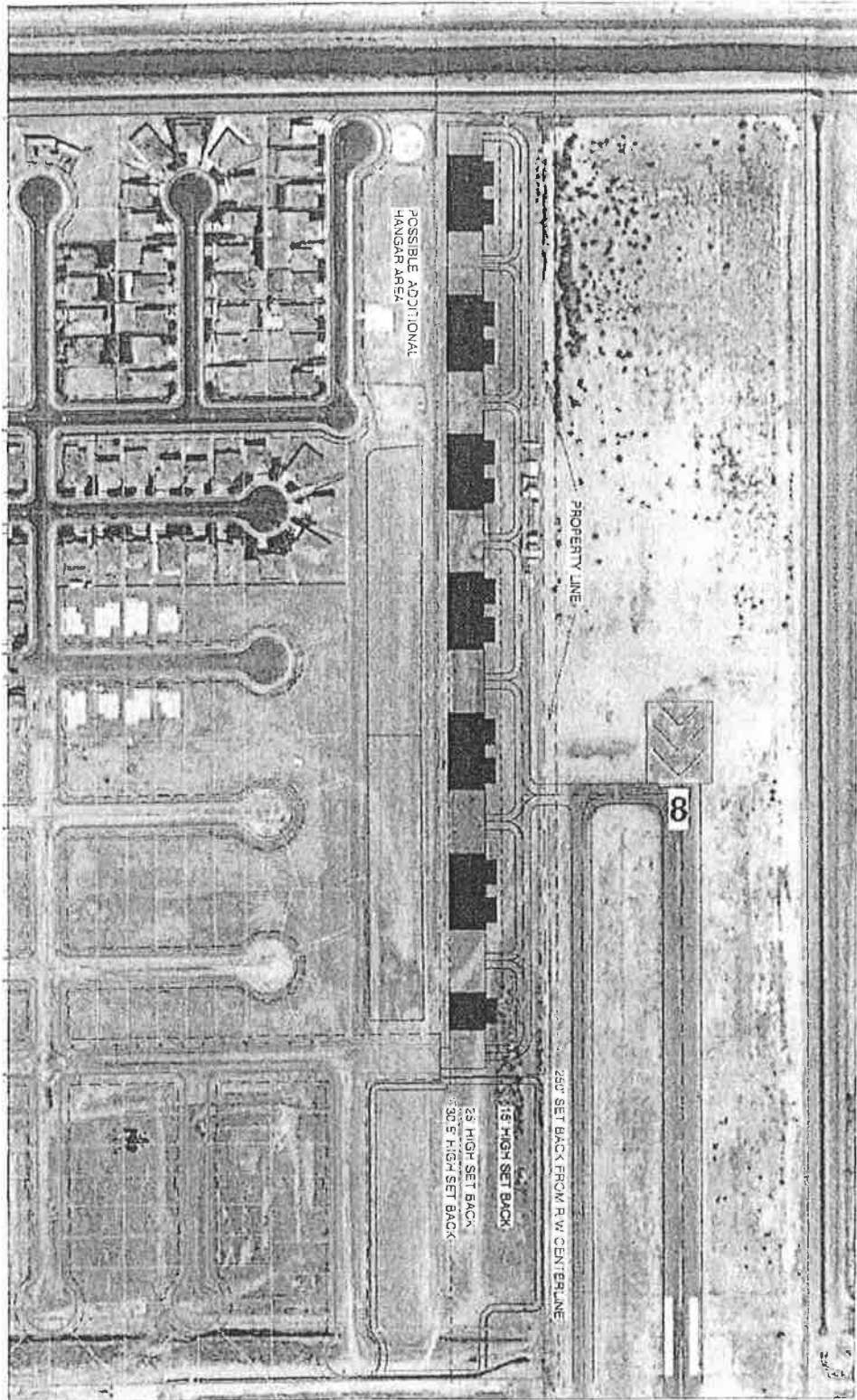
21 **APPROVED AS TO FORM:**

22 Katherine Turner,
County Counsel

23 By: 
24 Sarah Sauer,
Deputy County Counsel

Exhibit

“A”



1 SITE PLAN
 1" = 200'-0"

PROJECT DATA:

13 - 70' x 75' 16" CONC. HANGARS WITH 20' x 45' SHDP & OBSERVATION DECK

JAG
 ARCHITECTURE

SKY RANCH AT IMPERIAL
 ARCHITECTURE
 1300 S. MICHIGAN AVE. SUITE 200
 ANAHEIM, CA 92805
 TEL: 714.771.1111 FAX: 714.771.1112
 WWW.JAGARCHITECTURE.COM

SKY RANCH AT IMPERIAL
 INDUSTRY WAY
 IMPERIAL, CA

SITE PLAN



DATE: 11/11/11
 SCALE: 1" = 200'-0"
 SHEET NO. 1

Exhibit

“B”

[Categories](#) | [States](#) | [Countries](#)

 Imperial County
Airport (Boley
Field)

[More Info](#)

Imperial, California (CA), US

[Nearby \(59\):](#)



Go

Searches related to
virtualglobetrotting.com

[Google Chrome](#)

[Street View](#)

[Via Google](#)

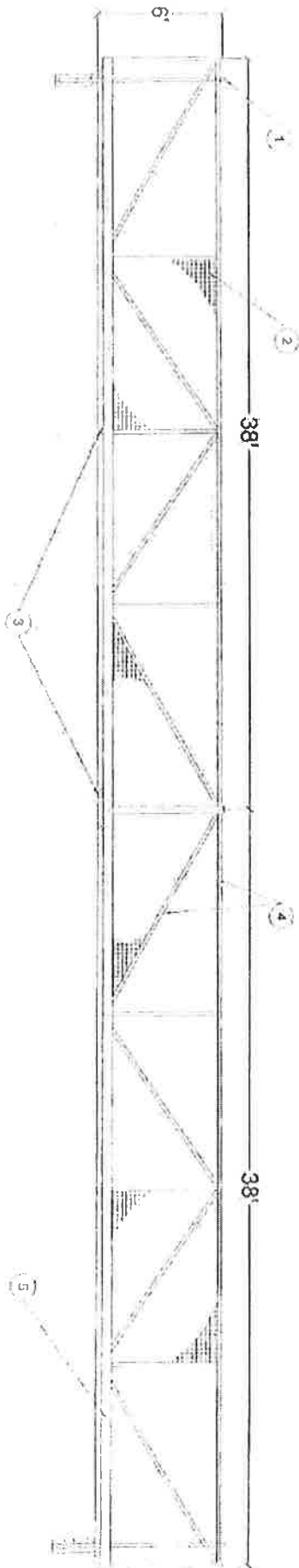
[Virtual Earth Map](#)



Exhibit

“C”

1. ADJACENT CHAIN LINK FENCE POST.
2. 9 GA. GALVANIZED CHAIN LINK MESH.
3. 12" WIDE DOUBLE GROUND WHEEL ASSEMBLY.
4. 1-5/8" SS20 GALVANIZED STEEL GATE FRAME AND DIAGONAL BRACES.
5. STEEL FRAME WITH DOUBLE V-TRACK WHEELS (SEE 2A + 2B)



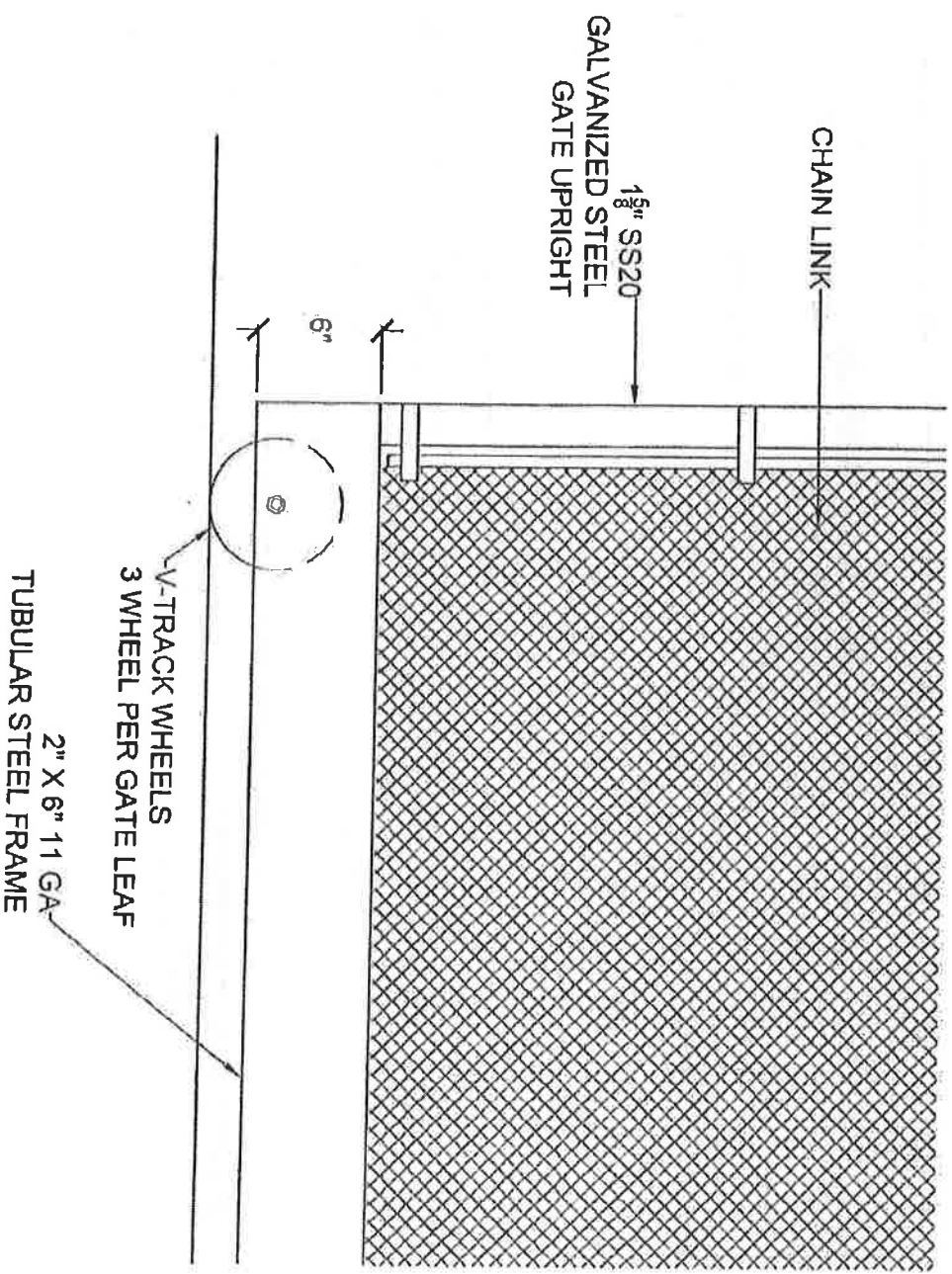
Detail Name:

CLF Rolling Gate



GREENFIELD FENCE, INC.
INC. 5649730

4051 OceanSide Blvd.
OceanSide, CA 92056
(760) 724-8131



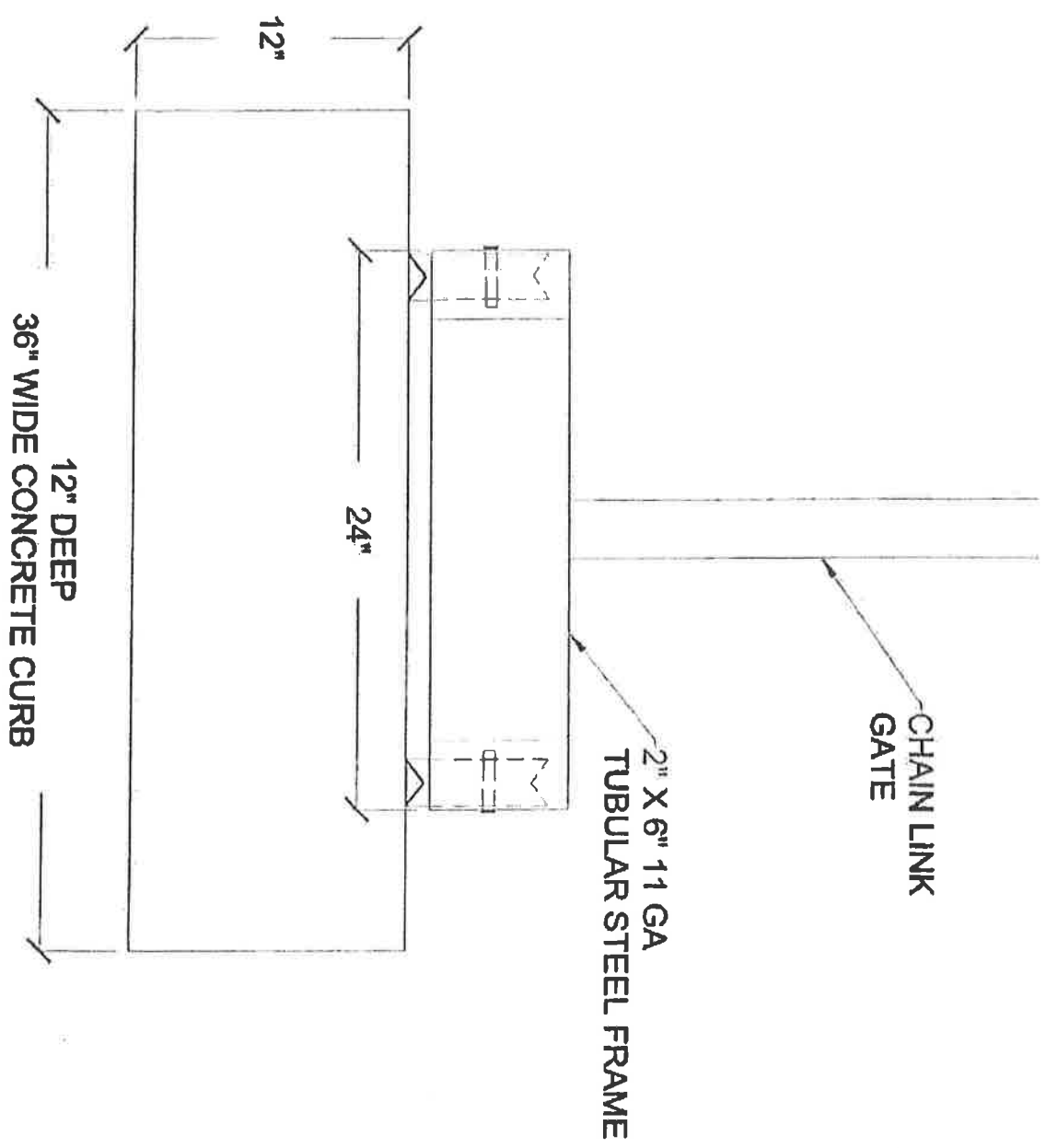
Detail Name:

CLF Rolling Gate 2A



GREENFIELD FENCE, INC.
L1C 588173

4051 OceanSide Blvd.
Oceanside, CA 92056
(760) 724-8131



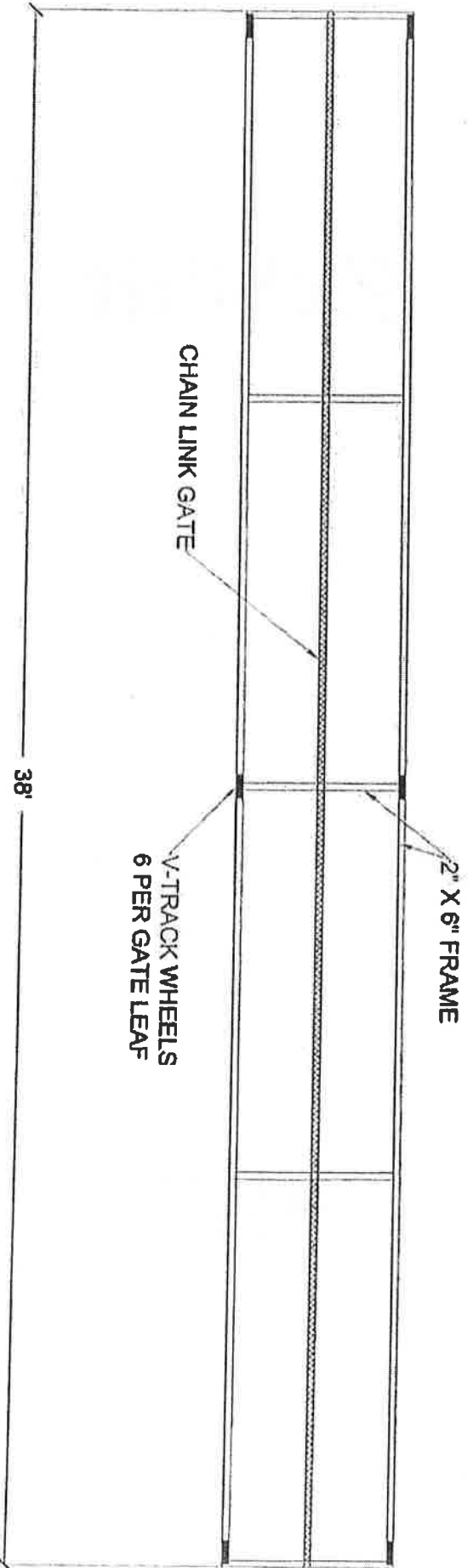
Detail Name:

CLF Rolling Gate 2B



GREENFIELD FENCE, INC.
L.C. 969573

4051 OceanSide Blvd.
Oceanside, CA 92056
(760) 724-8131



Detail Name:

CLF Rolling Gate 2C



GREENFIELD FENCE, INC.

Lib 564873

4051 OceanSide Blvd.
Oceanside, CA 92056
(760) 724-8131

Exhibit

“D”

RESTORATION PLAN

SKY RANCH HANGARS

1. INTRODUCTION

Sky Ranch Hangars is a project to construct a taxiway and access gate to 13 Executive aviation hangars to be built on private land adjacent to the Imperial Airport, located at 1099 Airport Road, Imperial CA 92251. This taxiway and gate are part of the hangar construction project currently included in a Development and License Agreement between Imperial County and Gary L. Arnold and Jerry M. Taylor.

This Restoration Plan outlines considerations for decommissioning of the taxiway and gate, as required by the Development and License Agreement, which states:

6.2.1 Prior to construction, OWNERS, at their sole cost and expense, shall prepare and submit to COUNTY a Restoration Plan detailing the removal of the Access Gate and restoration of the Airport.

(a) The Restoration Plan shall include a bond, or other form of security acceptable to the Office of County Counsel, that guarantees restoration of the Airport to the condition of the immediately surrounding area, in the amount of the estimated site restoration ("Restoration Security").

(i) The estimated cost of site restoration, and the security guaranteeing such restoration, shall be reviewed every five (5) years, and shall be adjusted to take into account increases associated with the Los Angeles Consumer Price Index and such other factors as deemed appropriate by COUNTY.

(ii) Upon OWNERS' completion and COUNTY's acceptance of the restoration of the Airport, the Restoration Security shall be released.

To satisfy this requirement the following sections outline the anticipated process for decommissioning the project as well as associated costs.

2. CURRENT SITE CONDITIONS

Currently the site is Imperial County Airport property being maintained by the County Airport maintenance employees. The area between the taxiway of Runway 8-26 and southern property boundary, adjacent to project site, is dirt and mostly free of vegetation except for the occasional weeds.

The current fence is a 6' chain link with barbed wire, per Federal Aviation Administration Airport Construction Standards 161-1.1.

3. PROPOSED IMPROVEMENTS

The proposed improvements would include:

- a. Thru the fence gate of two sections of 35' in length for a total opening of 70'. This gate shall conform to the Federal Aviation Administration Airport Construction Standards F-161 and Federal Specification RR-F-191.
- b. Taxiway extension of approximately 1,500 square feet, per Federal Aviation Administration Airport Construction Standards P-208 and P-401.

4. DECOMMISSIONING PROCEDURE

Effectively, the reclamation of the Project proceeds in reverse order of the installation.

- a. The gate would be removed and either shipped to another project, salvaged, or sent to a collection and recycling program. The fence would be installed per the original design.
- b. Asphalt and base will be removed and hauled from the site, or crushed on site and available for use by the Imperial County Airport.

5. RESTORATION COSTS

The information below represents the estimated cost to restore the Thru the Gate Access to its original condition if required by the Imperial County Airport. These cost estimates have been prepared by a California-licensed general contractor.

Remove 75' gate	\$3.90 LF	\$ 292.50
Replace 6' chain link fence w/barb wire	\$17.00 LF	\$1,275.00
Remove 1,500 sq. ft. of asphalt	\$3.00 Sq. Ft.	\$4,500.00
Remove 1,500 sq. ft. of base material	\$27.00 Yd.	\$ 999.00
Restore grade		\$ 600.00
Project Management	\$15%	\$1,149.90
Total		\$8,816.40

Sincerely

A handwritten signature in cursive script that reads "Gary Arnold". The signature is written in dark ink and is positioned above the typed name.

Gary Arnold
Owner
Sky Ranch Hangars
3802 Main Street, Suite 10
Chula Vista, CA 91911

Exhibit

“E”

POLICY NUMBER: IG011001277-05
NAMED INSURED: Pebble Creek Companies

COMMERCIAL GENERAL LIABILITY
TMGL 172 10 11

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (PRIMARY & NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A Section II - Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that additional insured are completed.

B With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

This insurance does not apply to:

- 1 "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b Supervisory, inspection, architectural or engineering activities.
- 2 "Bodily injury", "property damage" occurring after:
 - a All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
 - c "Property Damage" which manifests after expiration of the Policy.

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

TMGL 172 10 11

POLICY NUMBER: IG011001277-05
NAMED INSURED: Pebble Creek Companies

COMMERCIAL GENERAL LIABILITY
TMGL 175 10 11

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (PRIMARY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:

Name of Additional Insured Person(s) Or Organization.	Location and Description of Completed Operations:
<p>We shall name person(s) or organization(s) as additional insured(s) to this insurance as required under a written contract with the Named Insured entered into before the claim or loss for which this policy applies.</p> <p>No coverage, indemnity and/or defense obligations shall be provided under this endorsement to any person(s) or organization(s) claiming to be additional insured(s) for claims or losses which do not arise from the Named Insured's work or operations under a written contract and completed during the policy period. The Named Insured's mere presence at a work site shall not be deemed sufficient cause to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional insured under this endorsement.</p> <p>There shall be no coverage, indemnity, and/or duty to defend any person(s) or organization(s) claiming to be an additional insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.</p>	<p>Any operations as required under written contract.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

TMGL 175 10 11

POLICY NUMBER: IG011001277-05
NAMED INSURED: Pebble Creek Companies

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: All clients of the insured where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

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- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following: "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

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9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

- C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.



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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 9-7-18

Approved by the Board of Supervisors

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Clerk of the Board of Supervisors
County of Imperial

Date: _____
Minute Order # _____

BY: Ana Lopez
Deputy