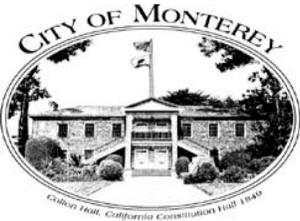


Please type or print legibly with a blue pen.

	<h2 style="margin: 0;">PROJECT APPLICATION</h2>	<p style="text-align: center;"> <b>City of Monterey</b>  <b>Planning Division</b>  <b>Community Development Department</b>  <b>City Hall – Planning Office</b>  <b>Monterey, CA 93940</b>  <b>(831) 646-3885</b>  <b>Fax: (831) 646-3408</b>  <a href="http://www.monterey.org/planning">http://www.monterey.org/planning</a> </p>
---	---	--

Project Address: \_\_\_\_\_

Project Name: \_\_\_\_\_ Assessors Parcel Number \_\_\_\_\_

Applicant's Name: \_\_\_\_\_  
 (name of person to receive all correspondence)

Business Name (if applicable): \_\_\_\_\_

Applicant's Mailing Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Property Owner's Business Name (if applicable): \_\_\_\_\_

Property Owner's Mailing Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Project Description: (Use additional sheets as necessary. \_\_\_\_\_)

\_\_\_\_\_

\_\_\_\_\_

**\*\*\*Note: Applicant must submit a letter of justification for Parking Adjustment, Variance, or Extension requests.\*\*\***

Date	Signature of Applicant
Date	Signature of Property Owner

~~~~~ BELOW TO BE COMPLETED BY STAFF ONLY ~~~~~

| PERMITS REQUIRED                         |                                      |                                            |                       |
|------------------------------------------|--------------------------------------|--------------------------------------------|-----------------------|
| <input type="checkbox"/> ARC Commercial  | <input type="checkbox"/> HPC         | <input type="checkbox"/> Zoning            | <b>Permit Number:</b> |
| <input type="checkbox"/> ARC Residential | <input type="checkbox"/> Lot Line    | <input type="checkbox"/> Stormwater Review |                       |
| <input type="checkbox"/> ARC Signs       | <input type="checkbox"/> Other       |                                            | <b>Fee Due:</b>       |
| <input type="checkbox"/> Demo            | <input type="checkbox"/> Subdivision |                                            |                       |
| <input type="checkbox"/> EIR-PW          | <input type="checkbox"/> Use         | <b>Staff Initials:</b>                     | <b>Date Received:</b> |
| <input type="checkbox"/> General Plan    | <input type="checkbox"/> Variance    |                                            |                       |
| <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Wharf       |                                            |                       |

| SUBMITTED DOCUMENT                                                |                                     |                                          |                                    |                                    |                                                |                                                 |                                |
|-------------------------------------------------------------------|-------------------------------------|------------------------------------------|------------------------------------|------------------------------------|------------------------------------------------|-------------------------------------------------|--------------------------------|
| <input type="checkbox"/> Application                              | <input type="checkbox"/> Site Plan  | <input type="checkbox"/> Floor Plan      | <input type="checkbox"/> Elevation | <input type="checkbox"/> Roof Plan | <input type="checkbox"/> Sections              | <input type="checkbox"/> Plan Reductions 8.5x11 | <input type="checkbox"/> Other |
| <input type="checkbox"/> Details                                  | <input type="checkbox"/> Colors     | <input type="checkbox"/> Exterior Lights | <input type="checkbox"/> Photo     | <input type="checkbox"/> Letter    | <input checked="" type="checkbox"/> Stormwater | <input type="checkbox"/> Plan Reductions 11x17  |                                |
| <input type="checkbox"/> ARC Neighborhood Compatibility Worksheet | <input type="checkbox"/> Survey Map |                                          |                                    |                                    |                                                | <input type="checkbox"/> Number of Full Sets    |                                |

CEQA DETERMINATION: EXEMPT (Y/N): \_\_\_\_\_ ART. / SEC.: \_\_\_\_\_

Initial Study   
  Negative Declaration   
  Mitigated Negative Declaration   
  Environmental Impact Report

COMMENTS: \_\_\_\_\_

REVIEWING BOARD:     PC     ARC     HPC     ZA     Admin. Review     Other \_\_\_\_\_

**Wet or Digital Signatures Required: Page 1 Project Application and Page 2 Indemnification Agreement. Digital signatures must comply with Govt. Code section 16.5 requirements.**



**CITY OF MONTEREY  
INDEMNIFICATION AGREEMENT**

On \_\_\_\_\_(date) an application was submitted to the Planning, Engineering, and Environmental Compliance Division, on behalf of \_\_\_\_\_ (the Property Owner/Lessee).The project, which is the subject of the application, is described as \_\_\_\_\_ (the "Project") and is located at the following address \_\_\_\_\_.

1. The Property Owner/Lessee agrees, as part of the application, to defend, indemnify, and hold harmless the City and its agents, officers, attorneys and employees from any claim, action, or proceeding (collectively referred to as "proceeding") brought against the City or its agents, officers, attorneys or employees to attack, set aside, void, or annul:
  - a. Any approval of the above described application by City; and/or
  - b. An action taken to provide related environmental clearance under the California Environmental Quality Act (CEQA) by its advisory agencies, appeal boards, or City Council.

The indemnification is intended to include but not be limited to damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by the Property Owner/Lessee, the City, and/or the parties initiating or bringing such proceeding.

2. The Property Owner/Lessee agrees to indemnify the City for all of the City's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.
3. The Property Owner/Lessee agrees to defend, indemnify and hold harmless the City, its agents, officers, employees and attorneys for all costs incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the applicant desires to pursue such approvals and/or clearances, after initiation of the proceeding, which are conditioned on the approval of these documents.
4. In the event that the Property Owner/Lessee is required to defend the City in connection with such proceeding the City shall retain the right to approve:
  - a. The counsel to so defend the City;
  - b. All significant decisions concerning the manner in which the defense is conducted; and
  - c. Any and all settlements, which approval shall not be unreasonably withheld.

The City shall also have the right not to participate in the defense, except that the City agrees to cooperate with the Property Owner/Lessee in the defense of the proceeding. If the City chooses to have counsel of its own defend any proceeding where the applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City. Notwithstanding the immediately preceding sentence, if the City Attorney's Office participates in the defense, all City Attorney fees and costs shall be paid by the Property Owner/ Lessee.

5. The defense and indemnification of city set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**STATE-MANDATED REGULATIONS**

|                                           |  |                        |  |
|-------------------------------------------|--|------------------------|--|
| <b>PROJECT ADDRESS,<br/>or, LOCATION:</b> |  | <b>SUBMITTAL DATE:</b> |  |
|-------------------------------------------|--|------------------------|--|

**STORM WATER - DEVELOPMENT DESIGN REGULATIONS  
(Purpose = Water Quality/Environmental Protection)**

|      |                                                                                                                                                                                                                                         |      |    |          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|----------|
| SW.1 | Will the project <b>create, add, or replace impervious surface<sup>1</sup></b> area?                                                                                                                                                    | Yes  | No | Not Sure |
| SW.2 | Will this be <b>2,500 square feet or more</b> of new and/or replaced impervious surface area, collectively over the entire site? (*If <u>Yes</u> , applicant to submit a Storm Water Control Plan to Planning for Public Works review.) | Yes* | No | Not Sure |

<sup>1</sup> **Impervious surface:** A hard, non-vegetated surface that prevents or significantly limits the entry of water into the soil mantle, as would occur under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, buildings, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, oiled or macadam, decomposed granite, or other surfaces which similarly impede the natural infiltration of storm water.

**For Office Use Only (City review):**

**WATER EFFICIENT LANDSCAPE<sup>2</sup> REGULATIONS  
(Purpose = Landscape Water Use Efficiency)**

|     |                                                                                                                                                                                                               |     |    |          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------|
| L.1 | Is this a <b>new construction<sup>3</sup></b> project (residential or nonresidential) with an aggregate landscape area <b>equal to 500 square feet or more?</b>                                               | Yes | No | Not Sure |
| L.2 | Is this a <b>redevelopment project</b> (residential or nonresidential) that includes a <b>rehabilitated landscape<sup>4</sup></b> with an aggregate landscape area <b>equal to 2,500 square feet or more?</b> | Yes | No | Not Sure |

<sup>2</sup> **Landscape area:** Any planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Allowance calculation. It does not include footprints of buildings and structures, sidewalks, driveways, parking lots, other previous or non-previous hardscapes, and other non-irrigated areas designated for non-development.

<sup>3</sup> **New construction:** A new building with a landscape or other new landscape, such as a park, playground, or greenbelt without an associated building, that requires a permit, plan check, or design review.

<sup>4</sup> **Rehabilitated Landscape:** Any re-landscaping project that requires a permit, plan check, or design review, and the modified landscape area is equal to or greater than 2,500 square feet.

**For Office Use Only (City review):**