Please type or print legibly with a blue pen.

PROJECT APPLICATION

City of Monterey
Planning, Engineering, and
Environmental Compliance Division
City Hall – Planning Office
Monterey, CA 93940
(831) 646-3885
Fax: (831) 646-3408
http://www.monterey.org/planning

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

	ARC Commercial		HPC		Zoning	**Permit Number:**
	ARC Residential		Lot Line		Stormwater Review	
	ARC Signs		Other			**Fee Due:**
	Demo		Subdivision			
	EIR-PW		Use	**Staff Initials:**	**Date Received:**	
	General Plan		Variance			
	Home Occupation		Wharf			

SUBMITTED DOCUMENT

☐ **Application**	☐ **Site Plan**	☐ **Floor Plan**	☐ **Elevation**	☐ **Roof Plan**	☐ **Sections**	☐ **Plan Reductions 8.5x11**	☐ **Other**
☐ **Details**	☐ **Colors**	☐ **Exterior Lights**	☐ **Photo**	☐ **Letter**	☐ Stormwater	☐ **Plan Reductions 11x17**	
☐ **ARC Neighborhood Compatibility Worksheet**			☐ **Survey Map**			☐ **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 Signatures Required: Page 1 Project Application and Page 2 Indemnification Agreement

Please type or print legibly with a blue pen.

	CITY OF MONTEREY **INDEMNIFICATION AGREEMENT**

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

1. The Applicant 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 Applicant, the City, and/or the parties initiating or bringing such proceeding.

2. The Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant.

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**