



# COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

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## DEVELOPMENT PERMIT APPLICATION & AGREEMENT TO PAY FEES

Please type or clearly print information in ink. Please provide all three project contacts (OK to note "Same as #\_\_" if one person serves multiple roles), and ensure that **both Signature sections** are filled out.

TYPE OF APPLICATION	FEE DEPOSIT	TYPE OF APPLICATION	FEE DEPOSIT
<input type="checkbox"/> Use Permit		<input type="checkbox"/> General Plan Amendment	
<input type="checkbox"/> Architectural Control		<input type="checkbox"/> Zoning Ordinance Text Amendment	
<input type="checkbox"/> Variance		<input type="checkbox"/> Zoning Map Amendment (Rezoning)	
<input type="checkbox"/> Minor Subdivision (Tentative Parcel Map)		<input type="checkbox"/> Environmental Review	
<input type="checkbox"/> Major Subdivision (Tentative Subdivision Map)		<input type="checkbox"/> Other:	
<input type="checkbox"/> Conditional Development Permit		<b>TOTAL FEES</b> ( <i>Deposits are nonrefundable.</i> )	
<b>PROJECT ADDRESS/LOCATION</b>		<b>APN (ASSESSOR'S PARCEL NUMBER)</b>	
<b>1) PROJECT REPRESENTATIVE LEGAL NAME</b> (primary day-to-day contact – "Applicant" in City's Accela permit system)		MAILING ADDRESS	
EMAIL	PHONE	FAX	
<i>Check one:</i> <input type="checkbox"/> Property Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Agent of Owner <input type="checkbox"/> Other:			
<b>2) APPLICANT LEGAL NAME</b> (person who acknowledges project cost liability and rights to application materials – "Agent" in City's Accela permit system)		MAILING ADDRESS	
EMAIL	PHONE	FAX	
<i>Check one:</i> <input type="checkbox"/> Property Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Agent of Owner <input type="checkbox"/> Other:			
<p>I (We) hereby agree to pay all personnel and related direct and indirect costs for the review and processing of application(s) for the subject project, at such time as requested by the Community Development Director. Direct costs include, but are not limited to, review of project application(s) for completeness by all applicable City Departments; telephone or written communication with applicant/property owner/architect, engineer, neighbors, interested parties, etc.; preparation of staff reports; and attendance by staff at public hearings. I (we) also hereby agree to pay all costs for preparing any required environmental document in compliance with the California Environmental Quality Act.</p> <p>I (We) acknowledge and certify that with this development application I (We) am/are financially obligated to the City of Menlo Park for all fees, costs and expenses incurred by City employees, agents, consultants, and legal representatives in the review, processing, filing, appeals and/or defense of this/these applications. I (We) understand that the City processes development applications on a deposit based fee system which requires an initial application processing deposit payment prior to beginning any review and/or processing of the application.</p> <p>The City will send periodic invoices for the amount in excess of the deposit. Payments are due and payable within 30 days of the invoice. Failure to pay in a timely manner will result in the City stopping all work on the project. The applicant and the property owner will be responsible for the amount due. Unpaid accounts submitted for outside collection will be assessed a collection fee recovery charge of 25% to cover attorney's fees and costs of collection.</p> <p>I (We) agree to defend, indemnify and hold harmless the City of Menlo Park ("City") and its agents, officers, consultants, independent contractors and employees ("Indemnified Parties") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul the acceptance, review, processing, and/or any approval of the application or related decision, including, but not limited to, the processing or adoption of any environmental documents or determinations under the California Environmental Quality Act, which relate to the approval (collectively a "Claim").</p>			

This agreement to defend, indemnify and hold harmless shall include, but is not limited to, all costs and expenses incurred by the City, including attorneys' fees for legal counsel of City's sole choosing, and all damages, costs, expenses, attorneys' fees, or expert witness fees that may be awarded to the prevailing party arising out of, or in connection with, the acceptance, review, processing, and/or approval of the application, or any related decision or action to approve, conditionally approve, or deny the project, whether or not there is concurrent, passive, or active negligence on the part of the Indemnified Parties. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.

I (we) hereby certify that the information stated on forms, plans, and other materials submitted herewith in support of the application is true and correct to the best of my (our) knowledge. It is my (our) responsibility to inform the City of Menlo Park, through the assigned project planner, of any changes to information represented in these submittals.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

<b>3) PROPERTY OWNER LEGAL NAME</b>	MAILING ADDRESS	
EMAIL	PHONE	FAX

I (We) have read this application form and hereby consent to the submittal of the subject application. I (we) acknowledge that a scanned and electronically-transmitted version of this form is equivalent to a hard copy.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

FOR STAFF USE		City Date Stamp
<b>Accepted By</b>	<b>Record No.</b>	
<b>Staff Comments</b>		