



Application for Design Review

City of Belvedere • Planning Department
450 San Rafael Ave • Belvedere, CA 94920-2336
Ph. 415-435-3838 • www.cityofbelvedere.org

For Staff Use Only

Date: _____

Planning Comm. Approval ☐

Amount: _____

Project Number: _____

Design Review Exception ☐

Staff Approval ☐

Parcel No.: _____ Zone: _____

Located in Flood Zone ☐ AE ☐ VE ☐ N/A

Section 1 • Project Summary

Does this project have an active building permit? No ☐ Yes ☐ Permit No.: _____

Is this property adjacent to a City Owned Lane? No ☐ Yes ☐

Does this project have Planning Commission approval? No ☐ Yes ☐

Address of Property: _____

Record Owner of Property: _____

Phone: _____ Email: _____

Address: _____

Owner's Representative: _____

Phone: _____ Email: _____

Address: _____

Project Description:

Section 2 • Estimate of Time for Construction

For Design Review applications not requiring a building permit this section does not apply. Design Review approvals expire twelve (12) months from the date of approval unless granted a longer duration by the Planning Commission.

This Section advises you of the Time Limit Guidelines that are applied to all Design Review applications that require a building permit as prescribed by Section 20.04.035 and 16.04.030 (B) of the Belvedere Municipal Code.

Construction Time Limit Required. This shall apply to any project for which a design review approval is required, any project requiring a building permit with an estimated construction value of \$50,000 or greater, and/or any landscaping project with an estimated construction value of \$50,000 or greater that is associated with a building permit. As part of any application for design review, the applicant shall file a reasonable estimate of the cost of the proposed project, and based thereon, a construction time limit shall be established for the project in accordance with the guidelines set forth below.

Please indicate the estimated project valuation. Estimated cost of construction: \$ _____

Based on the above estimated project valuation, the following Time Limit Guidelines that shall apply to your project:

Estimated Value of Project (\$)	Construction Time Limit (months)
\$0 to \$100,000	6 months
\$100,001 to \$500,000	12 months
\$500,001 to \$2,000,000	18 months
Greater than \$2,000,000	24 months

1. All permits issued by the Building Official subject to the Construction Time Ordinance set forth in Belvedere Municipal Code Section 20.04.035 shall expire by limitation and become null and void 6-months, 12-months, 18-months, or 24-months from the date the permit is issued, as specified in the Planning Commission's Resolution Granting Design Review Approval
2. Prior to the expiration of a building permit or an extended building permit granted under subsections 3 through 5, the Building Official may grant one completion extension of up to thirty (30) days, without payment of additional charges or penalties. If the permittee receives a completion extension from the Building Official, the permittee shall not be subject to a Stop Work Order and may continue work on the project. The intent of the thirty (30) day completion extension is to allow projects in good standing the opportunity to complete construction without applying for a longer permit extension. In determining whether the permittee is in good standing, the Building Official shall consider whether work began promptly after permit issuance, whether work was conducted on a regular basis, and any other relevant facts.
3. If the project is not completed by the expiration date of the initial permit or by the expiration of a completion extension, the Building Official shall issue a Stop Work Order, and work shall not recommence until the permittee reactivates and extends the permit. The Building Official may grant a reactivation and extension of the permit, once the permittee has paid a reactivation/extension charge equal to the original project construction permit fee. A reactivation/extension charge, for purposes of this section, is primarily a penalty for failure to complete the project within the allotted time, and secondarily a fee to recover the cost of providing additional building management and inspection services. A permit reactivated and extended under this subsection 3 shall be valid for an additional period equal to one-third of the length of the original Construction Time Limit.
4. If the project is not completed within the extension allowed under subsection 3 above or by the expiration of a completion extension, the Building Official shall issue a Stop Work Order, and work shall not recommence until the permittee reactivates and extends the permit. The Building Official may grant a reactivation and extension of the permit, once the permittee has paid a reactivation/extension charge equal to three (3) times the original project construction permit fee. A permit reactivated and extended under this subsection 4 shall be valid for an additional period equal to one-third the length of the original Construction Time Limit.

5. If the project is not completed within the extension allowed under subsection 4 above or within a completion extension, the Building Official shall issue a Stop Work Order and refer the matter to the City Council for resolution. The City Council shall impose additional requirements, such as the retention of a qualified contractor for owner/builder projects or retention of a qualified construction manager for a contracted project, in order to promote swift completion. The City Council may reactivate and extend the permit upon imposition of any such conditions, and the permittee has paid a reactivation/extension charge up to five (5) times the original project construction permit fee.

Section 3 • Acknowledgement of Hourly Billing Costs

This Section advises you of the costs that may be involved in processing Planning-related applications and/or appeals. You are hereby requested to acknowledge this information and agree to be responsible for all expenses incurred in the processing of your application(s)/appeal(s).

As the property owner/appellant, you agree to be responsible for the payment of all costs, both direct and indirect, associated with the processing of the applications(s)/appeals(s) referenced below. Such costs may be incurred from the following source:

Time & Material for staff time is Hourly Rate below plus 10% overhead) as of January 12, 2024 (subject to change without notice):

Director of Planning & Building	\$ 138.00
Associate Planner/Senior Planner	\$ 78.00 / 111.00
City Attorney	\$ 385.00
Building and Planning Technician	\$ 82.00

For all applications and appeals, an initial deposit is required at the time of submittal, with the amounts determined by City Council resolution. In addition to the initial deposit, the property owner/appellant may be required to make further deposits for anticipated work. Invoices are due and payable within 15 days. Application(s) /or appeal(s) will not be placed on an agenda until these deposits are received.

Section 4 • Acknowledgement of Responsibility

This Section applies to all projects that receive design review. To avoid misunderstandings regarding changes to building plans that have received Design Review, please read and acknowledge the below information. To help your project proceed in an expeditious and harmonious manner, the City of Belvedere wishes to inform you of several basic understandings regarding your project and its approval. By you and your representative signing this document, you are acknowledging that you have read, understand, and will comply with each of the points listed.

1. Once Design Review approval has been granted, construction plans may be submitted to the City. The construction plans shall be **identical** to the plans approved for design review. (BMC §20.04.010). Deviations from the plans approved for Design Review cannot be approved except by an amendment to the Design Review approval. It is the applicants' responsibility to assure conformance, and the failure of staff to bring nonconformities to the applicants' attention shall not excuse the applicant from such compliance.
2. Comments from City staff regarding the project shall neither be deemed official nor relied upon unless they are in writing and signed by the City Manager or his designee.
3. Without the prior written approval of the City, construction on the project shall not deviate in any manner, including but not limited to form, size or color, from approved construction plans. If at any time during construction, and without such written approval, construction on the project is found by a member of City staff to deviate from the approved construction plans in any manner, an official STOP WORK ORDER will be issued by the City, and there shall be a total cessation of all work on the project.

4. If such a STOP WORK ORDER is issued, the City may initiate proceedings to impose administrative penalties or nuisance abatement proceedings and issue an order to show cause, which will compel the undersigned property owner to appear before the City Council and show cause why the work performed does not deviate from the approved plans and why such work should not be condemned as a public nuisance and abated. (Authority: Belvedere Municipal Code Chapters 1.14 and 8.12)

Section 5 • Additional Information for Applicants

Story Pole Requirement

Preliminary Story Poles sufficient to indicate the height and shape of the proposed structure or additions shall be placed on the site **at least twenty (20) days** prior to the first meeting date at which this application will be heard. **Final Story Poles** must be placed at the site **at least ten (10) days** prior to the first meeting date and removed no later than ten (10) days following the final city action on the project application. Story poles shall be connected at their tops with colored tape or ribbon to clearly indicate ridges, eaves, and other major elements of the structure.

Limit on the Number of Administrative and Planning Commission Design Review Approvals

Pursuant to Belvedere Municipal Code Section 20.04.020(B)(1)(a), for a site or structure with no existing active Design Review approval, during any twelve-month period, an applicant may obtain up to four administrative approvals, which may be in the form of either Staff Approval, Design Review Exception, or a combination of the two. However, there is no limit to the number of times an applicant may apply for Planning Commission Design Review. **Any such administrative or Planning Commission Design Review approval(s) shall be valid for a period of twelve (12) months from the date of approval, unless a building permit has been issued for the project within said twelve (12) month period, in which case the Design Review approval shall be valid as long as there is an active building permit for the project.**

Once a project has been approved by Planning Staff or the Planning Commission, administrative approvals to amend the existing active Design Review approval for that project shall be limited to three such approvals at any time during the lifetime of the underlying Design Review approval, plus one such approval during the process of obtaining final inspection approval of the project. **Any such administrative approval(s) granted shall NOT extend the twelve (12) month term, of the underlying Design Review approval, or the building permit construction time limit if a building permit has been issued for the project.**

Statement of Property Ownership, Certification of Application, & Designation of Representative

All property owners must complete and sign the section below which is applicable to your property.

Street address of subject property: _____

Assessor's Parcel No(s). of subject property: _____

➤ **Properties Owned by a Trust, LLC, Corporation, Partnership, or Other Entity**

Please provide proof of ownership and of the signer's authority to enter into contracts regarding this property. One or more of the following documents *may* contain the necessary information.

- **For Trusts:** the **Trust Document** or a **Certificate of Trust**, including any attachments thereto; **Property Deed; Certificate of Title Insurance.**
- **For other entities:** **Articles of Incorporation; Partnership Agreement; Property Deed; Certificate of Title Insurance;** written **certification of facts** by an attorney. Photocopies are acceptable. To ensure privacy, documentation will be shredded in a timely manner, or, upon request, returned to the applicant.

I, _____, state under penalty of perjury under the laws of the State of California that the above-described subject property is owned by a Trust, LLC, Corporation, Partnership, or other

Application for Design Review 2025

entity and that my signature on this application has been authorized by all necessary action required by the LLC, Corporation, Partnership, or other entity.

I hereby make application for approval of the design review requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the design review and initial environmental evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief

I agree to be responsible for all costs incurred in connection with the processing of my application and appeals, if any. And I agree to be bound by Section 5, "Acknowledgement of Responsibilities," above and representations one through four contained therein.

In the case of an application for revocable license, I agree that, upon approval by the City Council of the revocable license requested, I will promptly execute a license drafted by the City, have it notarized, and return it to the City so that it may be recorded.

I understand that the contents of this document are a Public Record. If more than one signature is required by the owner entity to make this application, please have all signers sign below.

Signed this _____ day of _____, 20____, at Belvedere, California.

Signature_____ Signature_____

Title(s)_____ Title(s)_____

☐ Trustee(s) ☐ Partners: ☐ Limited or ☐ General ☐ Corporation ☐ Other _____

Name of trust, LLC, corporation, or other entity: _____

➤ **Properties Owned by Individuals**

I,_____state under penalty of perjury under the laws of the State of California that I am the record owner of the above-described subject property.

I hereby make application for approval of the design review requested. I have read this application and hereby certify that the statements furnished above and in the attached exhibits present the data and information required for the design review and initial environmental evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

I agree to be responsible for all costs incurred in connection with the processing of my application and appeals, if any. And I agree to be bound by Section 5, "Acknowledgement of Responsibilities," above and representations one through four contained therein.

In the case of an application for revocable license, I agree that, upon approval by the City Council of the revocable license requested, I will promptly execute a license drafted by the City, have it notarized, and return it to the City so that it may be recorded.

I understand that the contents of this document are a Public Record.

Signed this _____ day of _____, 20____, at Belvedere, California.

Signature:_____

➤ **Designation of Owner's Representative** (Optional)

I hereby authorize _____ to file on my behalf any applications, plans, papers, data, or documents necessary to obtain approvals required to complete my project and further authorize said person to appear on my behalf before the Planning Commission and/or City Council. This designation is valid until the project covered by the application(s) is completed and finalized or until the designation is rescinded in writing.

Signature of Owner: _____ Date: _____

Signature of Representative: _____ Date: _____

**CITY OF BELVEDERE
DEPARTMENT OF COMMUNITY DEVELOPMENT
COST BASED FEE SYSTEM**

Agreement for Payment of Full Cost Recovery Fees for Application Processing and Inspection Services

(Not required for flat fee applications; contact Community Development Department if you have questions)

____ (“Applicant”)

[Print names of Property Owner (or Authorized Agent) and Applicant (if different from Owner)]

agree(s) to pay to the City of Belvedere all reimbursable costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use and/or encroachment or grading permit for land use approval(s) and inspection(s) with respect to the subject property or project located at

[Location, Address or Assessor’s Parcel Number(s)]

even if the application is withdrawn or not approved. Reimbursable costs include but are not limited to all items within the scope of the City’s adopted Cost Recovery Program, as well as the cost of retaining professional and technical consultant service and any services necessary to perform functions related to review and processing of the applications and inspection of the work. Owner and Applicant understand that one or more deposits will be required to be paid by Owner and/or Applicant to cover the costs noted above at such time(s) and of such amounts as requested by the Community Development Director or designee. City agrees to review and process the application in accordance with the Agreement and all applicable laws, regulations, ordinances, standards and policies. This agreement applies to all subsequent applications related to the project.

Owner and Applicant understand and agree that nonpayment of processing and inspection fees pursuant to the City’s Cost Recovery Program may, at the sole and exclusive discretion of the Community Development Director, result in temporary or permanent cessation of processing of the application or inspection of the work and, after notice, may result in denial of the application and/or order to cease work. Prior to completion of processing of any phase of the project, any and all outstanding amounts due pursuant to this agreement shall be paid. The Community Development Department will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required processing and inspection fees have been paid in full.

The applicant agrees to adhere to the following guidelines with respect to the billing of processing and inspections fees:

1. Non-receipt of invoices must be brought to our attention within 30 days of the date they are routinely received by your office.
2. Invoices presented without sufficient “backup” documentation shall be brought to our attention within 30 days of the receipt of invoice from the City.
3. Questions regarding specific charges that you believe may be questionable and/or incorrect must be brought to our attention no later than 30 days following receipt of your invoice and corresponding documentation.

Failure to comply with the aforementioned procedures within the specific times may, if research of billing information is requested, result in additional charges for clerical time spent and will be billed at our cost recovery rate. Please note that with the exception of documented disputed amounts, finance charges will be assessed at the rate of 12% per annum or 1% per month on all past due amounts.

In any legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including costs and attorneys' fees.

As part of this application, the Applicant agrees to defend, indemnify, release and hold harmless the City, its agents, offices, attorneys, employees, boards and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities ("indemnitees"), the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties and/or the indemnitees, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the indemnitees

Nothing in this agreement shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that the Applicant is required to defend the indemnitees in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnitees, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City.

The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with the Applicant in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own defend any claim, action or 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.

The Applicant also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by the claim, action or proceeding and if the Applicant desires approvals from the City which are conditioned on the approval of said documents.

The undersigned Owner/Authorized Agent hereby represents that he/she either personally owns the subject property or is an entity authorized to install and maintain facilities for provision of utility, telecommunications, video, voice or data transmission service in the public street right of way or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. Applicant agrees to be jointly and severally liable with Owner for payment of all fees referenced above. Applicant agrees to notify City in writing prior to any change in ownership and to submit a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

Project Description:

Invoices are due and payable within ten (10) days. A penalty will be charged on delinquent accounts at the rate of 1% per month or 12% per annum. Owner agrees that delinquent amounts shall constitute a lien on the subject property and expressly consents to recordation of a notice of lien and/or copy of this Agreement against the subject property with respect to any amounts which are delinquent.

Name of Property Owner: _____
[please print]

Title: _____ Phone: _____

Address: _____

Signature of Property Owner/Applicant or Authorized Agent

Date _____

And

Signature of Staff Member Verifying Agreement Complete

Date _____

