



COMMUNITY DEVELOPMENT DEPARTMENT

Office of Code Administration

129 North Second Street, 2nd Floor, Yakima, Washington 98901

(509) 575-6126 Fax (509) 576-6576

codes@yakimawa.gov www.buildingyakima.com

LARGE PROJECT – STORMWATER PERMIT APPLICATION PACKET

Projects that clear or grade 1-acre or more, **OR** are less than one acre but are part of a larger common plan of development or sale, must complete and submit a Large Project – Stormwater Permit Application and meet the following requirements:

1. The applicant must comply with the requirements outlined in 7.83.130 of the Yakima Municipal Code.
2. **Two (2) copies of the Stormwater Pollution Prevention Plan must be submitted for review and be approved prior to any clearing, grading or construction.** The Stormwater Pollution Prevention Plan shall cover the twelve general requirements (preserve vegetation/mark clearing limits, establish construction access, control flow rates, install sediment controls, stabilize soils, protect slopes, protect drain inlets, stabilize channels and outlets, control pollutants, control dewatering, maintain BMPs and manage the project). Drainage plans and calculations must be completed by a licensed professional engineer from Washington State. There is currently no City of Yakima permit fee for this application type.
3. If the applicant obtains coverage under the Department of Ecology's Construction Stormwater General Permit (CSWGP), **the City will accept this in lieu of the Stormwater Pollution Prevention Plan.** The applicant shall provide the City with two (2) copies of the approved copy of the CSWGP prior to receiving any permits.
4. For sites resulting in a disturbance of less than 5 acres or are part of a common plan of development that is less than 5 acres, if the applicant qualifies for an ****EROSIVITY WAIVER** from the State of Washington, Department of Ecology, then they will not be required to submit a construction Stormwater Pollution Prevention Plan. The project's rainfall erosivity factor ("R" Factor) must be less than 5 to qualify for the Erosivity Waiver. The construction site operator shall notify the City of the intention to apply this Waiver at

least one week prior to commencing land disturbing activities. The notification must include a summary of the project information used in calculating the project's rainfall erosivity factor and a statement that: 1) The operator will comply with applicable local stormwater requirements; and 2) The operator will implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards. A link to the erosivity waiver can be found at:

www.ecy.wa.gov/programs/wq/stormwater/construction/index.html.

****In the event you are granted an Erosivity Waiver, you must still submit for review/approval a TESC plan (Temporary Erosion and Sediment Control) prior to obtaining your building permit. Refer to #5.**

5. **Temporary sediment and erosion controls shall be in place and the applicant shall pass an Erosion Control Inspection prior to receiving a building or grading permit.** Please call 509-576-6682 to schedule this inspection (minimally 24-hours in advance). Approved civil plans must be onsite at the time of the inspection.

6. A Stormwater Maintenance Agreement must be completed and submitted to Randy Meloy, Surface Water Engineer. After necessary City staff signatures are obtained, the Agreement must be picked up, recorded at the Yakima County Auditor's office and proof that it has been recorded provided to Randy Meloy (509) 576-6606, **prior to final inspection/issuance of the Certificate of Occupancy.** **Exception: Developments that will have roads that will be designated "public" streets, and the stormwater facilities will be maintained by the City of Yakima, are not required to complete a Stormwater Maintenance Agreement.**



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**LARGE PROJECT – STORMWATER PERMIT
APPLICATION FORM**

PERMIT# _____

ADDRESS:		PARCEL NUMBER(S):	
PROJECT DESCRIPTION:			
APPLICANT:		PROPERTY OWNER: Same as Applicant { }	
Name: _____		Name: _____	
Address: _____		Address: _____	
City/State/Zip: _____		City/State/Zip: _____	
Phone # (Day): _____ Fax: _____		Phone # (Day): _____ Fax: _____	
Email: _____		Email: _____	
CONTRACTOR : Same as Applicant { }		ENGINEER: Same as Applicant { }	
Name: _____		Name: _____	
Address: _____		Address: _____	
City/State/Zip: _____		City/State/Zip: _____	
Phone # (Day): _____ Fax: _____		Phone # (Day): _____ Fax: _____	
Email: _____		Email: _____	
State Cont. Lic#: _____ Exp: _____			

I hereby certify under penalty of perjury of the Laws of the State of Washington that I have read and examined this application and know that the information contained herein is true and correct. I will comply with all provisions of law and ordinances governing this type of construction work, whether specified herein or not. I understand that the granting of a permit does not authorize me in any way to violate or cancel any of the provisions of state or local law regulating the construction or performance of construction sought under this permit.

Applicant's Signature

Applicant (Print or Type)

Date

- () Signing as Property Owner
- () Signing as Property Owner's Representative

City of Yakima Codes Division
129 N. 2nd St. – 2nd Floor
Yakima, WA 98901

STORMWATER MAINTENANCE AGREEMENT

This agreement to maintain stormwater facilities is entered into this _____ day of _____, 20____, by and between the City of Yakima (hereinafter “City”) and _____ and its heirs, successors, or assigns (hereinafter “Landowner”).

SWPPP Permit No.: _____ Parcel No.: _____

Parcel Full Legal Description: _____

Project Name: _____

Address: _____

WITNESSETH

WHEREAS, the Landowner has submitted for approval by the City a permit application and Site Plan, which require the construction and installation of stormwater management facilities pursuant to the City of Yakima Post-Construction Stormwater Runoff Ordinance; and

WHEREAS, the Post-Construction Stormwater Runoff Ordinance requires, as a condition of permit approval, a maintenance agreement between the City and the Landowner to ensure the Landowner will construct and maintain the stormwater facilities identified in the Site Plan; and

WHEREAS, the City and the undersigned, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Yakima, Washington requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, under said Ordinance it is provided that private stormwater management facilities must be maintained by the property owner, and a maintenance agreement must be executed before the development plan is approved.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct and install stormwater management facilities as depicted and shown on the Site Plan, in accordance with the plans and specifications (attach Site Plan that shows type and location of stormwater facilities to be maintained).
2. The Landowner shall maintain the stormwater management facilities as shown on the Site Plan in good working order acceptable to the City as outlined in maintenance schedule attached hereto.
3. The Landowner hereby grants permission to the City, its authorized agents, and employees to enter the property and to inspect any stormwater management facilities pursuant to Chapter 7.83 of the Yakima Municipal Code, Post-Construction Stormwater Runoff Ordinance and this Maintenance Agreement.
4. In the event the Landowner fails to maintain stormwater management facilities as shown on the Site Plan in good working order acceptable to the City, the City may enter the property and take whatever steps it may deem necessary to maintain said stormwater facilities. It is expressly understood and agreed that the City is under no obligation to maintain or repair said facilities, and in no event shall the Agreement be construed to impose any such obligation on the City.
5. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, or materials, the Landowner shall reimburse the City on demand, within a time frame specified by the City for all costs incurred, including reasonable attorney's fees in the event that an action to collect such costs must be instituted. Costs, if not paid, shall become a lien on the property.
6. It is the intent of this Agreement to insure the proper maintenance of stormwater management facilities by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater management.
7. The Landowner, its executors, administrators, assigns, and any other successors in interest, shall indemnify and hold the City and its agents and its employees harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the stormwater management facilities by the Landowner or the City.
8. In the event a claim is asserted against the City, its agents, or employees, the City shall notify the Landowner and the Landowner shall defend at his own expense any suit based on such claim. If any judgment or claims against the City, its agents, or its employees shall be allowed, the Landowner shall pay all costs and expenses in connection therewith.

9. This Agreement shall be recorded among the land records of Yakima County, Washington, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs, and any other successors in interest.

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused the Agreement to be signed, sealed and delivered:

_____	_____
Name/Title	Name/Title
Address:	Address:
_____	_____
_____	_____

State of Washington)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.
Notary Public in and for the State of Washington

Dated before me this _____ day of _____, 20_____.

My Commission Expires: _____

Approved By: _____
City Engineer

Accepted By: _____
City Manager