



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
c/o Codes Division
129 North 2nd Street
Yakima, WA 98901

STORMWATER MAINTENANCE AGREEMENT

GRANTOR:

GRANTEE: CITY OF YAKIMA, a municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

ASSESSOR'S TAX NO.:

STORMWATER MAINTENANCE AGREEMENT

THIS AGREEMENT to maintain stormwater facilities is entered into this _____ day of _____, 2023, by and between the CITY OF YAKIMA, a municipal corporation (hereinafter referred to as "CITY"), and _____, its heirs, successors and/or assigns (hereinafter referred to as "LANDOWNER").

WITNESSETH:

WHEREAS, the LANDOWNER has submitted a permit application and site plan seeking to develop property for approval to the City and said approval requires the construction and installation of stormwater management facilities pursuant to the City of Yakima Post-Construction Stormwater Runoff Ordinance, Yakima Municipal Code Chapter 7.83, and as amended; 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 that the LANDOWNER will construct and maintain the stormwater facilities identified in the site plan; and

WHEREAS, the CITY and the LANDOWNER, its successors and assigns, including any homeowner's association associated with the properties subject to this Agreement, agree that the health, safety, and welfare of the residents of the CITY require that on-site stormwater management facilities be constructed and maintained on the property; and

WHEREAS, under the Post-Construction Stormwater Runoff 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 for the property is approved, and LANDOWNER agrees to enter into a maintenance agreement pursuant thereto and to this Agreement;

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 foregoing recitals are incorporated into this Agreement as if fully set forth herein.
2. LANDOWNER owns the following real property:

[Insert FULL LEGAL DESCRIPTION here] [In the alternative, reference Exhibit "A" which must include the full legal description of the Property subject to the Agreement]

3. LANDOWNER covenants and agrees to construct and install stormwater management facilities as depicted and shown on the site plan, in accordance with the plans and specifications. The approved site plan showing the stormwater management facilities to be constructed and installed is on file with the City at City Hall (129 North 2nd Street, Yakima) under Permit Number SWPPP_____.

4. LANDOWNER shall maintain the stormwater management facilities as shown on the site plan in good working order acceptable to the CITY at all times, and as outlined in the maintenance schedule on file with City at City Hall (129 North 2nd Street, Yakima) under Permit Number SWPPP_____. In the event LANDOWNER seeks to transfer the property, LANDOWNER shall notify the CITY prior to transfer and provide contact information and an acknowledgement from the subsequent landowner of this Agreement.

5. LANDOWNER hereby grants permission to the CITY, its authorized agents, and employees, to enter the Property subject to this Agreement at any time, and without notice, to inspect any stormwater management facilities pursuant to the Post-Construction Stormwater

Runoff Ordinance and this Maintenance Agreement. CITY may provide notice prior to entry to LANDOWNER, but is not required to provide such notice.

6. In the event LANDOWNER fails to maintain the stormwater maintenance facilities 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 this Agreement be construed to impose any such obligation on the CITY.

7. 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, to maintain or repair said facilities, LANDOWNER shall reimburse CITY upon demand, within a time frame specified by the CITY, for all costs incurred, including reasonable attorney's fees and costs in the event that an action to collect fees and costs must be instituted. Fees and costs, if not paid, shall become a lien on the Property.

8. 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 on the part of the CITY for damage alleged to result from or be caused by stormwater management.

9. The LANDOWNER, its heirs, successors and/or assigns, shall release, indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses (including attorney's fees) related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from this Agreement or in connection with the construction, presence, existence, or maintenance of the stormwater management facilities by LANDOWNER, CITY, or any third party; or the acts, failures to act, errors or omissions of LANDOWNER, or any of its heirs, successors, or assigns in performance of this Agreement. The CITY's right to indemnification includes attorney's fees and costs associated with establishing the right to indemnification hereunder in favor of the CITY.

10. In the event a claim is asserted against the CITY, its elected or appointed officials, officers, agents, employees or volunteers, the CITY shall notify LANDOWNER and the LANDOWNER shall defend at its own expense any suit based on such claim. If any judgment or claims against the CITY, its elected or appointed officials, officers, agents, representatives, insurers, attorneys, employees, or volunteers shall be allowed, the LANDOWNER shall pay all costs and expenses in connection therewith.

11. LANDOWNER shall record a plat showing and accurately defining the locations of the stormwater facilities. The plat shall reference the Yakima County Auditor's Number of this instrument and contain a note that the LANDOWNER is responsible for maintaining the stormwater management facilities.

12. This Agreement shall constitute a covenant running with the land, and shall be binding on the LANDOWNER, its heirs, successors and assigns.

13. The SWPPP Permit Number for this LANDOWNER and Site Plan is _____.

14. The Project Name is _____.

15. This Agreement shall be recorded with the Yakima County Auditor by LANDOWNER at its expense.

DATED THIS _____ DAY OF _____, 2023.

LANDOWNER

LANDOWNER

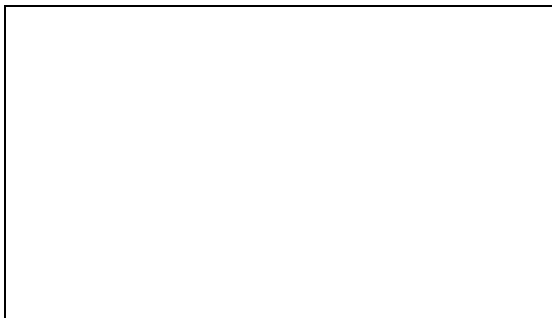
Print Name: _____

Print Name: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ and _____ are the persons who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



Print Name: _____

Residing at: _____

My appointment expires: _____

Accepted by: _____
City Manager