



COMMUNITY DEVELOPMENT DEPARTMENT
Code Administration Division
 129 North Second Street, 2nd Floor Yakima, Washington 98901
 (509) 575-6126 Fax (509) 576-6576
 codes@yakimawa.gov www.buildingyakima.com

Permit/
 License # _____

RIGHT OF WAY USE REGULATORY LICENSE APPLICATION
 YMC Chapter 8.20

Fees: **Right of Way Use Permit (Permanent/Long-Term)**

\$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee
 \$1,372.00 Administrative Adjustment Application Fee (Review Required for Uses in Residential Zones YMC 8.20.040(B))

Short-Term Permit (Less than 30 days in Duration)

\$50.00 Non-Refundable Application Fee

Type of Use Permit:

- Business/Commercial Use (Commercial or Industrial Zone) – YMC 8.20.040(A)
 City of Yakima Business License #: _____
- Residential Right of Way Use (Located within a Residential Zone) – YMC 8.20.052
 Administrative Adjustment: ADJ# _____
- Signs (including sidewalk and/or projecting signs) – YMC 8.20.055
- Short-Term Permit – YMC 8.20.075 Start Date: _____ End Date: _____
- Crosswalk Painting/Markings (see policy from Resolution [R-2021-058](#) for more details)

Applicant Info:

Name: _____ Address: _____ City: _____
 State: _____ Zip: _____ Phone: _____ Email: _____

Contractor Info:

Contractor: _____ Contractor License # _____

Public Right-of-Way Use Location:

Describe Location: _____
 Purpose of Right of Way Use: _____
 Type of Business Operated on Adjacent Property (if applicable): _____

Required Submittals:

- A Scaled Site Plan depicting the public right-of-way.
- Plans and specifications for utility/structure desired in or on public right-of-way.
- For permit specific requirements, see applicable code section in YMC 8.20.
- Hold Harmless and Indemnification Agreement (attached)
- Prior to issuance of license**, applicant shall file evidence of comprehensive public liability insurance, pursuant to the limits in YMC 8.20.060, with the City of Yakima named as an additional insured party; a copy of additional insured endorsement shall be included.

DECLARATION - I hereby certify that (please select ONE):

- I am a **CONTRACTOR** currently registered and properly licensed as defined under RCW 18.27.010 and 18.27.110, have a contract with the property owner adjacent to the right-of-way, and am legally qualified to perform the work sought by this permit.
- I am an **AUTHORIZED AGENT** of the property owner and all work will be done by the property owner or a properly licensed contractor or specialty contractor as defined under RCW 18.27.010 and 18.27.110 and is legally qualified to perform the work sought by this permit.
- I am **EXEMPT** from the requirements of the Contractor Registration laws, per RCW 18.27.090, and will abide by all provisions and conditions of the exemption as stated. I will do all of my own work or use all registered and licensed contractors and/or specialized contractors in connection with the work to be performed under the permit applied for herein.

 Signature

 Print Name

 Date

FOR OFFICE USE ONLY

Permit/License #: _____

Receipt # _____

Transmit to:

- For Business/Commercial Uses transmit to the City Clerk for City Council consideration.
- For Residential Right of Way Use, within the Residential zones, applications shall be reviewed and approved by the Planning Division under the procedures established for an administrative adjustment YMC 15.10.30.
- For permits to place signs in city-owned right-of-way, including sidewalk signs or projecting signs (YMC 8.20.055), applications shall be reviewed and approved or denied by the Community Development Director, or designee.
- Short-Term Permit applications shall be reviewed and approved or denied by the Community Development Director, or designee.
- Community Crosswalk Painting/Markings applications shall be forwarded to the City staff liaison for the Arts Commission for review and recommendation by the Commission to City staff (Code Administration Manager).

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
RIGHT OF WAY USE REGULATORY PERMIT: YMC 8.20**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is hereby entered into by _____ (hereinafter referred to as "Applicant") holding harmless the CITY OF YAKIMA as outlined herein.

Applicant voluntarily assumes and freely chooses to incur any and all risk of loss, damages, or injury that may occur or arise from any activities undertaken on, within, above or over the City of Yakima's right of way for which the right of way use regulatory permit is issued.

Applicant shall hold harmless, protect, defend, indemnify and hold the City, and its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by the City, or its elected or appointed officials, employees or agents, and which arise directly or indirectly from or out of, relate to, or in any way are connected with personal injuries, loss of life or property damage occurring because of the Applicant's, its agents, successors, assigns, contractors, employees, invitees or any third party's use, operation, placement of items or materials within the right of way, or maintenance of the right of way covered by this Agreement and the right of way use permit granted by the City, and any litigation, legal challenge or determination pertaining to the validity of this agreement.

This Agreement was voluntarily entered into by Applicant as part of the application process for a Right of Way Use Regulatory Permit [Permit/License#_____]. Applicant has read and understands the information in this Agreement and hereby agrees to all the terms contained herein. This Hold Harmless and Indemnification Agreement shall run with the land and is binding on the parties and their successors in interest and assigns.

DATED this _____ day of _____, 20_____.

APPLICANT:

By (Print name):

STATE OF WASHINGTON)
) ss.
County of Yakima)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this _____ of _____, 20_____.

Print Name: _____

Title: _____

My Commission Expires: _____

SUPPLEMENTAL QUESTIONS FOR COMMUNITY CROSSWALKS

ORGANIZATION INFORMATION

1. Applications will only be accepted from Nonprofit or Community-Based Organizations. Please select which type your organization falls under:

- Nonprofit** – must be a non-profit, city of Yakima-based organization having obtained IRS certification as tax exempt.
- Community-Based Organization** – must be a not-for-profit organization aimed at making desired improvements to the community’s social health, wellbeing, and overall functioning that may be tied to a particular geographical or cultural community based in the city of Yakima; must be registered with the State of Washington Secretary of State as a Washington nonprofit entity.

2. Proof of a business license or proof that an exemption to the business license requirements of YMC 5.52 applies is required. Have you attached proof? Yes No

CROSSWALK PAINTING/MARKING DESIGN

1. List all materials intended to be used, including but not limited to the specific brand and type of paint: _____

LOCATION

- 1. Is the proposal at a location where there is already a marked crosswalk? Yes No
- 2. Is the crosswalk at a location where a vehicle is already required to stop (stop sign or traffic signal)? Yes No
- 3. Is the street where the crosswalk is located classified as a local access street?
 Yes No
- 4. Are there multiple crosswalks at the proposed location? Yes No