



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

- Fee:** **Right of Way Use Permit (Permanent/Long-Term)**
 \$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee
- Small Wireless Facility**
 \$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee
 \$150.00 Post-Installation Inspection Fee
- 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
- Signs (including sidewalk and/or projecting signs) – YMC 8.20.055
- Small Wireless Facility – YMC 8.20.057
- Short-Term Permit – YMC 8.20.075
 Start Date: _____ End Date: _____

Applicant Info: **Owner** or **Entitled Occupier of Adjacent Property**

Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Alternate Phone: _____
 E-mail: _____

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.

FOR OFFICE USE ONLY

Permit/License #: _____

Receipt # _____

The Code Administration Manager/Planning Manager has examined the application for compliance with the requirements of YMC 8.20 and/or any applicable provisions of the City's Building Code.

Division Manager Signature

Date

Then 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, transmit to the Community Review Board for consideration.
- 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.
- Small Wireless Facilities are granted or denied by the Public Works Director, or designee.

**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: _____