



Engineering Division
129 North Second Street, 2nd Floor, Yakima, Washington 98901
Phone (509) 575-6111 • Fax (509) 576-6305 • Email: engineering@yakimawa.gov

RIGHT-OF-WAY USE REGULATORY PERMIT/LICENSE APPLICATION

Yakima Municipal Code (YMC) Chapter 8.20

FEES: ☐ **Permanent/Long-Term License**

\$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee

\$3,031.98 Variance 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:

NOTE: sidewalk cafes and street beautification projects shall be applied for through the Codes Division instead per YMC Ch. 5.80.

- ☐ ***Business/Commercial Use (Commercial or Industrial Zone) – [YMC 8.20.040\(A\)](#)

City of Yakima Business License # or State UBI #: _____

- ☐ ***Residential Right-of-Way Use (Located within a Residential Zone) – [YMC 8.20.052](#)

Variance: **VAR#**_____ **Schools are exempt from the Variance requirements.**

- ☐ Signs (including sidewalk and/or projecting signs) – [YMC 8.20.055](#)

- ☐ Short-Term Permit – [YMC 8.20.075](#) Start Date:_____ End Date:_____

***Public Hearing Required.

APPLICANT INFO:

Name:_____ Address:_____ City:_____

State:_____ Zip:_____ Phone:_____ Email:_____

Contractor Info:

Contractor:_____ State 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, notarized (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 (example attached).

CERTIFICATION:

I certify that the information on this application and the required attachments are true and correct to the best of my knowledge.

Printed Name _____

Signature _____

Date _____

FOR OFFICE USE ONLY

Transmit to:

- ☐ For **Business/Commercial Uses** transmit to the City Clerk for City Council 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 City Engineer or their designee.
- ☐ 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 a Variance (YMC Chapter 15.21), which requires that the Planning Division schedule a public hearing with the Hearing Examiner.
- ☐ **Short-Term Permit** applications shall be reviewed and approved or denied by the City Engineer or their 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:

STATE OF WASHINGTON)
) ss.
County of Yakima)

(Signature)
By (Print name): _____

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: _____

GENERAL																																																																																									
ACORD CERTIFICATE OF LIABILITY INSURANCE								DATE(MM/DD/YYYY) Current Date																																																																																	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																																									
PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS				CONTACT NAME Insurance Agent Information PHONE (A/C, M, Ext) _____ FAX (A/C, M) _____ E-MAIL _____ ADDRESS _____ <hr/> <div style="text-align: center;">(INSURER) AFFORDING COVERAGE</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: A-VII or better, admitted carrier</td> <td style="width: 20%;">NAIC#</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>						INSURER A: A-VII or better, admitted carrier	NAIC#	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:																																																																					
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>The City of Yakima and its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.</p>																																																																																									
CERTIFICATE HOLDER City of Yakima 129 N. 2nd Street Yakima, WA 98901					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE _____ SIGNATURE _____																																																																																				

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ACORD25(2010/05)

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COMMERCIAL GENERAL LIABILITY

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**The City of Yakima and the County of Yakima, its agents, employees,
authorized volunteers, elected and appointed officials are included as
Primary/Non-Contributory additional insured's.**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG2010 1001

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