

CHAPTER 1 - GENERAL CONDITIONS



"URBAN SERVICES STANDARDS AND GUIDELINES"

CITY OF PORT ANGELES - PUBLIC WORKS & UTILITIES DEPARTMENT

1A GENERAL CONSIDERATIONS

1A.010 STANDARD SPECIFICATIONS

Design detail, workmanship, and materials shall be in accordance with the current edition of the "Standard Specifications for Road, Bridge and Municipal Construction", the "APWA Amendments to Division One", and the "Standard Plans for Road, Bridge and Municipal Construction", all written by the Washington State Department of Transportation and Washington State Chapter of the American Public Works Association (collectively referred to as the WSDOT Standard Plans and Specifications), except where these Urban Services Standards and Guidelines (The Standards) provide otherwise.

The following specifications shall be applicable when pertinent, when specifically cited in the standards, or when required.

- A. Rules and regulations as adopted in the City of Port Angeles Municipal Code. (PAMC)
- B. Conditions and standards as set forth in the City of Port Angeles Comprehensive Land Use Plan most current edition.
- C. Conditions and standards as set forth in the City of Port Angeles 2002 Comprehensive Water System Plan or most current edition.
- D. Conditions and standards as set forth in the City of Port Angeles "Facility Plan for Port Angeles Secondary Level Wastewater Treatment Facilities", September 1989, and Amendment to 2006 Combined Sewer Overflow Reduction Facilities Plan/General Sewer Plan, July 2007.
- E. Conditions and standards as set forth in the City of Port Angeles Capital Facilities Program/Transportation Improvements Plan most current edition.
- F. Conditions and standards as set forth in the Clallam County Solid Waste Plan most current edition.
- G. Conditions and standards as set forth in the City of Port Angeles Shoreline Master Program.
- H. Criteria set forth in the Local Agency Guidelines as amended and approved by the Washington State Department of Transportation.
- I. Chapter 42 of the most recent edition of the Washington State Department of Transportation's Local Agency Guidelines, titled "City and County Design Standards for Non-NHS Routes".
- J. Conditions and standards as set forth in the WSDOT Design Manual as amended and approved by WSDOT.
- K. U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), as amended and approved by WSDOT.
- L. WSDOT Construction Manual as amended and approved by Washington State Department of Transportation.
- M. Rules and regulations of the State Board of Health regarding public water supplies, as published by the State Department of Health.
- N. Conditions and standards as set forth in the State of Washington Department of Ecology "Criteria for Sewage Works Design", most current edition.

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- O. Conditions and standards as set forth by the State of Washington Department of Labor and Industries.
- P. "Policy on Geometric Design of Highways and Streets" (AASHTO), by American Association of State Highway and Transportation Officials, current edition.
- Q. Stormwater Management Manual for Western Washington (The DOE Manual), by the Washington State Department of Ecology, April 2005, or current edition.

1A.020 SHORTENED DESIGNATION

These Urban Services Standards and Guidelines shall be cited routinely in the text as the "Standards".

1A.030 APPLICABILITY

These standards shall govern all new construction and upgrading of facilities both in the public right-of-way and on-site for transportation, transportation related facilities; storm drainage facilities; water and wastewater facilities; clearing and grading and erosion control; and solid waste facilities. Where there are conflicts or differences between these standards and City ordinances, the City ordinances shall apply.

1A.040 DEFINITIONS AND TERMS

The following definitions and terms shall be used for these standards. If these definitions and terms conflict with any City ordinance, the ordinance language shall govern.

Average Daily Traffic or ADT - The average number of vehicles passing a specified point during a 24 hour period. Annual average daily traffic (AADT) denotes that daily traffic that is averaged over one calendar year.

Building Sewer or Side Sewer - That portion of the sewer line beginning two feet outside the outer foundation wall of the structure to the sanitary sewer main.

City Datum - Is established as being five and sixteen one hundredths feet below mean sea level, as established by the United States Coast and Geodetic Survey, January 5, 1951. [PAMC 1.16.010]

City Engineer - The City of Port Angeles City Engineer or his duly authorized representative.

Developer - Any person, firm, partnership, association, joint venture, or corporation or any other entity responsible for the given project.

Engineer - A Washington State licensed professional engineer.

Equivalent Water Meter - A water service connection to a residential unit, commercial use, or industrial use, consisting of a 3/4 (or 1" after Jan. 1, 1994) inch diameter service line with a 5/8 inch or 3/4 inch meter.

Interceptor - A sewer that receives flow from a number of main or trunk sewers, force mains, etc.

Lateral - That section of the building sewer or side sewer line extending from the City sewer main to the right-of-way or easement line that has no other common sewers discharging into it.

Lot or Street Frontage - The distance between the two points where the external most development lines intersect the boundary of the public street right-of-way.

Plans - The plans, profiles, cross section, elevations, details, and supplementary specifications, signed by an engineer and approved by the City Engineer, which show the location, character, dimension, and details of the work to be performed.

Private Sewer - That portion of the system located on private property where no easements are granted to the City or in the public right-of-way if permitted. Maintenance of a private sewer shall be the responsibility of the property owner(s).

Private Street - Vehicular access provided for by an access tract, easement, or legal means to serve property that is privately owned and maintained.

Project - General term encompassing all phases of the work to be performed and is synonymous to the term "improvement" or "work".

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Public Sewer - That portion of the system located within public right-of-way or easements and which are operated and maintained by the City.

Right-of-Way - A general term denoting public land, property, or interest therein acquired for or devoted to a public street, public access or public use.

Road - Used interchangeably with the term street.

Sewer Main or Trunk - A sewer that receives flow from one or more mains.

Street - Used interchangeably with the term road. The improved City maintained and vehicularly-traveled area within the right-of-way.

Surveyor - A Washington State Licensed land surveyor.

Use of Pronoun - As used herein, the singular shall include the plural, and the plural the singular; any masculine pronoun shall include the feminine or neuter gender and vice versa; and the term "person" includes natural person or persons, firm, co-partnership, corporation or association, or combination thereof.

Utility - A company providing public service including, but not limited to; gas, oil, electric power, street lighting, telephone, telegraph, water, sewer, solid waste, or cable television, whether or not such company is privately owned or operated by a governmental entity.

1A.050 CHANGES TO STANDARDS

From time to time, changes may be needed to add, delete, or modify the provisions of these standards. These standards may be changed and, upon approval of the Director of Public Works and Utilities, shall become effective, when approved, and shall be incorporated into the existing provisions.

1A.060 SEVERABILITY

If any part of these standards shall be found invalid, all other parts shall remain in effect.

1A.070 DESIGN AND PLAN SUBMITTALS

- A. Developers proposing construction and upgrading of public facilities shall submit complete plans, specifications and estimates with a completed "Application to Construct Public Facilities" form to the Public Works and Utilities Department for review. The documents submitted shall bear the seal and signature of a professional civil engineer registered as such in the State of Washington. Final plans, specifications and estimates must be approved by the City prior to the start of construction. A temporary erosion/ sedimentation control plan may be required prior to construction.
- B. Plans shall be produced on 22"x34" media, such that half size plots will fit on 11"x17" media. The text shall be a clear font with a minimum height of 1/10th of an inch. All text shall be clearly legible on a half size plot. The original shall be accompanied with a CADD disk, the format of which has been approved in advance by the City Engineer. The electronic drawing file shall conform to the published City CADD standards. The original drawings of the approved plan will become the property of the City. The specific minimum requirements of the drawings are shown on the Plan Checklist in the appendix. On some projects, this full process may not be necessary and may be handled through a Right-of-Way permit or other method. This will be decided during initial project discussion.
- C. Review and approval of plans, specifications and estimates will be made in an expeditious manner. However, the time frame required for the review and approval is dependent upon the completeness and accuracy of the plans and specifications submitted. Allow a minimum of sixty (60) days for approvals.
- D. Submittal of the various documents, payment of the required fees, and public facility extension procedures shall follow the sequence outlined in the Developer's Checklist. The plan submittal process shall be as follows:
 1. Initial Discussion and Development Review Committee as needed. The applicant/Developer should discuss the proposed project with the City Engineer prior to major engineering work on the project.

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2. First Submittal [Draft Plans]: An "Application to Construct Public Facilities", together with three (3) sets of prints of plans, specifications and estimates are submitted for review and comment. Plan sheet sizes shall be 22" x 34" or 11"x17", as directed by the engineer.
3. Second Submittal [Final Plans]: Applicable fees, together with six (6) sets of prints (Engineering 3; Water 1; Wastewater 1; Street/Solid Waste 1) of corrected plans, specifications (if plan notes are not sufficient), calculations as required, and complete quantity estimate of proposed construction, together with the most recent review set of prints previously marked up by the City reviewer.
4. As Built and Final Submittal: One (1) set of reproducible mylar "As Builts", digital records may be required based upon the type of project, shall be submitted with the completed "Conveyance of Public Facilities Form" prior to final City acceptance of the sewer, watermain, street, and/or storm drain facility installation.

1A.080 PLAN REVIEW

- A. All plans are to be submitted to the Public Works and Utilities Department to the attention of the City Engineer. All necessary easements or dedications shall be submitted for review along with the plans. A cursory check of the plans against the plans checklist will be made by City staff. If the plans meet the minimum checklist requirements as to content, they will be routed to the appropriate City staff and the plan review process will begin.
- B. The initial turn-around time for the first review of plans submitted is normally two weeks. The engineer is then requested to submit the original drawings for approval or is notified of the need for additional information or revisions. Additional review time will be needed if revisions are necessary.
- C. Plans that have been approved more than one year before construction begins shall be subject to a re-review.

1A.085 CONSTRUCTION PLAN - GENERAL CONDITIONS

- A. The following GENERAL CONDITIONS and those contained in the specific chapters dealing with water, wastewater, transportation and other facilities shall be included on any plans when a permit is required.
 1. All workmanship and materials shall be in accordance with the City of Port Angeles Standards, the current edition of the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction, and any project specific special provisions or conditions and requirements.
 2. Temporary erosion/water pollution measures are required and shall comply with Chapters 5 and 6 of these Standards.
 3. A preconstruction meeting shall be held with the City prior to the start of construction.
 4. Horizontal and vertical controls/datum as adopted by the City shall be used, unless approved otherwise.
 5. All approvals and permits required by the City shall be obtained by the contractor prior to the start of construction, unless otherwise approved by the City Engineer.
 6. The contractor shall be fully responsible for the location and protection of all existing utilities. The contractor shall verify all utility locations prior to construction by calling Underground Locate at **1-800-424-5555** a minimum of 48 hours prior to any excavation work.
 7. All non-ferrous pipe and services shall be installed with continuous tracer tape installed 12" to 18" under the final ground surface. The marker tape shall be 4" or wider non-biodegradable, plastic with metal core or backing, marked and color coded corresponding to the utility to be marked and detectable by a standard metal detector. Tape shall be Terra Tape "D" or approved equal. In addition, to tracer tape, force mains and curved mains shall also have a 14 gauge coated copper wire, wrapped around the pipe, brought up, coating stripped, and tied off at the valve stem or manhole ring. The tape and wire shall be furnished and installed by the contractor.
 8. Temporary street patching may be allowed with the approval of the City Engineer. Temporary street

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patching shall be provided by placement and compaction of 1 inch maximum asphalt concrete cold mix. The contractor shall be responsible for the maintenance of the patch until the permanent repair is made.

9. The contractor shall provide a traffic control plan(s) for review and approval by the City Engineer in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
10. The contractor shall have a copy of the approved plans at the construction site at all times.
11. Special structures shall be installed per plans and manufacturers' recommendations.
12. All disturbed areas shall receive temporary and permanent erosion control in accordance with Chapters 5 and 6 of these Standards.
13. Construction work hours shall be restricted to 7 A.M. to 10 P.M., unless otherwise approved in writing.
14. The City construction inspector shall be notified a minimum of 48 hours in advance of the need for an inspection, unless otherwise informed.

1A.090 CONSTRUCTION CONTROL

- A. Work performed for the construction or improvement of City roads and utilities whether by, or for, a private developer, by City forces, or by a City contractor, shall be done to the satisfaction of the City Engineer and in accordance with approved plans. It is emphasized that no work shall be started until such plans are approved. Any revision to such plans shall be approved by the City prior to being implemented. Failure to receive the City Engineer's approval can result in work stoppage with removal or modification of construction at the contractor's or developer's expense to bring it into conformance with approved plans.
- B. All survey and staking shall be performed by an engineering or survey firm capable of performing such work. The engineer or surveyor directing the work shall be licensed by the State of Washington.

1A.100 INSPECTION

- A. All work performed within the public right-of-way or easements or as described in these standards, whether by, or for, a private developer, by City forces, or by a City contractor, shall be done to the satisfaction of the City Engineer and in accordance with the WSDOT Standard Specifications, any approved plans and these standards. Any revision to construction plans must be approved, in writing, by the City Engineer before being implemented.
- B. It is the responsibility of the developer, contractor, or their agent(s) to notify the City in advance of the commencement of any authorized work. A preconstruction meeting and/or field review may be required before the commencement of work. Inspection fees shall be paid on or before the preconstruction meeting. All necessary easements or dedications are required before plan approval.
- C. It is the responsibility of the developer, contractor or their agent(s) to have an approved set of plans and any necessary permits on the job site whenever work is being accomplished.
- D. The City shall have the authority to enforce these standards as well as other referenced or pertinent specifications. The City will appoint project engineers, assistants and inspectors as necessary to inspect the work and they will exercise authority as the City Engineer may delegate.
- E. All specific inspections, test measurements or actions required of all work and materials are set forth in the respective chapters herein. Tests shall be performed at the developer's or contractor's expense.
- F. Failure to comply with the provisions of these standards may result in stop work orders, removal or modification of work accomplished, or other penalties as established by City ordinance.
- G. A project is considered final when a letter of acceptance is issued by the City to the party responsible for the project.

1A.110 FEES

- A. Fees, charges or bonding requirements shall be as established by the City Engineer and/or the City Council by the passage of a resolution adopting a fee, charge, and bonding requirement schedule, except where

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specifically set forth in the Port Angeles Municipal Code (PAMC). The City Council shall further set the dollar penalty for failure to pay said fee or charge in a timely manner by passage of such resolution or ordinance. Chapter 3.70 of the PAMC contains the listing of many of the relevant Public Works and other City fees. Copies of Chapter 3.70 of the PAMC are available upon request.

- B. All plan check fees are due prior to the release of approved plans.
- C. All inspection fees are due at the time of the pre-construction meeting, if held, or prior to start of construction.
- D. In addition, there are various miscellaneous service and connection fees and charges. We strongly urge all applicants to request an estimate of these fees and charges from the City Engineer as soon as practical.

1A.120 PERMITS

- A. Before any person, firm or corporation shall commence or permit any person, firm or corporation to commence any work to grade, pave, level, alter, construct, repair, remove, excavate or place any pavement, sidewalk, crosswalk, curb, driveway, gutter, drain, sewer line, watermain, conduit, tank, vault, or any other structure, utility or improvement located over, under or upon any public right-of-way or easement in the City, or place any structure, building, barricade, material, earth, gravel, rock, debris or any other material or thing tending to obstruct, damage, disturb, occupy, or interfere with the free use thereof of any improvement situate therein, or cause a dangerous condition, a Right-of-Way Construction Permit or Right-of-Way Use Permit shall be obtained for each separate project.
- B. In the case of work contracted by the Public Works and Utilities Department, the signing of the contract by the City shall constitute a Right-of-Way Use or Street Construction Permit issuance.
- C. Much of the work covered by these standards involve the potential for multiple permit authority review and approvals. The following general categories describe some of the permits, approvals and agreements, along with issuing permit/code authority identified:

1. Environmental Review

For most projects, an Environmental Checklist must be completed by the applicant and submitted along with plans, specifications, and other information when approval or permits are being requested for a project. The City Community and Economic Development Director conducts the Environmental Review and makes the SEPA Threshold Determination for the City.

2. Construction Permits

- a. **Clearing and Grading Permit** (by the City Engineer). This permit is required for any projects in excess of one acre, see exceptions in ordinance.
- b. **Building Permit** (by the Building Official in the Department of Community and Economic Development). A building permit is required for building all construction work including alteration, repairs and demolition.
- c. **Right-of-Way Use Permit** (by the Director of Public Works and Utilities). A permit is required for use of the City right-of-way for such issues as street closures, sidewalk cafes, fences in the right-of-way, landscaping, and special event use of the right-of-way.
- d. **Right-of-Way Construction Permit** (by the City Engineer). A permit is required for any construction activities in the right-of-way for installation of permanent facilities such as sidewalks, curb and gutter, and driveways.
- e. **Sewer Permits** (by the City Engineer). Permit for the installation of all service connections to the sewer
- f. **Stormwater Discharge Permit** (by the City Engineer) Permit for draining water from chlorinated sources, charity car washes and all new development or redevelopment which does not require a building permit, but discharges stormwater directly or indirectly to the City's stormwater system.
- g. **Water for Construction** (by the City Engineer) Fire hydrant meters for water to be used during

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construction.

- h. **Water Service** (by the City Engineer) Payment of fee provides for Water Utility to install the water service from the water main to and including the meter and box.

3. Approvals and other permits

- a. There are several other permits or approvals which may be required such as: Plat and short plat approvals, and Certificate of Occupancy.
- b. In addition, there are several other City approvals involving land use that may be involved in the project prior to the listed permits and which may affect the standards as contained herein: Rezones or reclassification, conditional use permits, Planned Residential Development Approvals, Shoreline Substantial Development Permit, Wetlands Permit and standards for protection of Environmentally Sensitive Areas Protection Ordinances.

1A.130 BONDING

Bonds or other allowable securities may be required by the City to guarantee the performance or maintenance of required work. The type and amount of the security shall be per the municipal code, or, if not specified, be at the discretion of the City Engineer. Types of securities include but are not limited to a bond with a surety qualified to do a bonding business in the State of Washington, a cash deposit, an assigned savings account, or a set aside letter. The following are the most frequent bonds required:

- A. **Performance Bond.** No building permit shall be issued until all public improvements are completed and final acceptance granted or, with the approval of the Director of Public Works and Utilities, a performance bond posted with the City in an amount equal to 150 percent of the cost of the public works improvements is posted with the City. No certificate of occupancy shall be issued until all public works improvements are completed and approved unless otherwise allowed by the Director of Public Works and Utilities.
- B. **Maintenance Bond.** Prior to final Public Works approval, the permittee or the contractor for the permittee shall, if required, post with the City a maintenance bond for the guarantee of the public works improvements in an amount equal to 10 percent of the estimated cost of the improvements for a period of one year after the completed job is accepted by the City. Release of bond will occur one year from the date of City acceptance if all maintenance has been accepted by the City.

1A.140 UTILITY LOCATIONS

Utilities within the right-of-way or easement on new roads or in roadways where existing utilities are not in conflict, shall be located in the standard locations as shown on City Standard Drawing. Where existing utilities are in place, new utilities shall conform to these standards as nearly as practical and yet be compatible with the existing installations. Deviations of locations shall be approved by the City Engineer. Existing utilities shall be shown using the best information available. Field verification exploration/excavation may be required, if utilities are in conflict with the proposed design.

1A.150 EASEMENTS

- A. Where public utilities and/or their conveyance systems cross private lands, an easement shall be granted to the City. The Public Works and Utilities Department Engineering Division will generally process, record and file all easements. If the property is platted, the easement may be conveyed when the short plat or final plat is filed. All easements not shown on the plat must be prepared by a licensed land surveyor or engineering firm capable or performing such work. All easements shall be filed prior to final plan approval for construction.
- B. Easement widths shall be 20 feet for a single utility and wider for dual utilities. Construction easements shall be 30 feet minimum in total width, including the permanent easement. When trench depths dictate or where pipe diameter or vault widths exceed four feet, a wider construction easement may be required by the City Engineer.
- C. Easements are required to be submitted in draft, unsigned for review and approval prior to plan approval. Signed copies are required prior to plan approval. Any change in design which places an amenity outside of

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the easement may necessitate stopping of construction until plans and easements can be resubmitted and approved. Typical easement samples are included in these standards in the appendix.

- D. No permanent structures or fences are allowed on the easement.
- E. The horizontal and vertical location of sewer, water, and storm drain facilities within all easements shall be verified and certified in writing by a licensed land surveyor or engineer, if they inspect the work.

1A.160 TRAFFIC CONTROL

- A. The developer/contractor shall be responsible for interim traffic control during construction on or along traveled roadways. Traffic control shall follow the guidelines of the WSDOT Standard Plans and Specifications and the MUTCD.
- B. A traffic control plan is required of all work within City easements or rights-of-way, and shall be submitted to the City for approval at least 10 days before the start of the work. Work within US101 or SR117 right-of-way shall also require WSDOT approval.
- C. Signs shall be constructed and placed per the requirements of the MUTCD and shall be removed at the end of each work day, if not applicable after construction hours.
- D. When road or lane closures and detours cannot be avoided the contractor/developer shall notify, and obtain approval from, the City prior to the beginning of the work. The City may require a detour plan be prepared, submitted and approved prior to closing any portion of a City roadway.
- E. A Right-of-Way Construction Permit may be required before work in the road can commence.

1A.170 CALL BEFORE YOU DIG

All developers/contractors are responsible for notification (48 hours in advance of the work) of all utilities in advance of any construction in right-of-way or utility easements. The utilities one-call-Underground Location Center phone number is 1-800-424-5555. The first locate is made at no charge. Additional locates of the same utility and location may result in a charge to the contractor.

1B UTILITY SERVICE AND EXTENSIONS

1B.010 GENERAL

- A. Anyone who wishes to extend any City utility should contact the Public Works and Utilities Department for information on the policies relating to the extension of the utilities.
- B. Utility mains shall be extended to and through the extremes of the property being developed to provide for loop closures and/or future development as determined by the City Engineer.
- C. City utility extensions, with the exception of water and wastewater utilities, shall only be allowed inside the City limits. Water and wastewater utilities may be extended into the City's Urban Growth Area upon request.

1B.020 SYSTEM DEVELOPMENT CHARGES - WATER AND SEWER

All connections to existing water and sewer systems are subject to the payment of system development charges. These charges are established in PAMC Chapter 13.69 to recover a proportionate share of the actual capital costs of water and sewer facilities from the properties within the utility service area. The Appendix contains a fact sheet that provides details about the water and sewer system development charges.

1B.030 DEVELOPER REIMBURSEMENT AGREEMENTS

- A. When developments extend water, sewer, storm or transportation facilities, they may be eligible for reimbursement of a portion of their particular sewer, storm or water line capital costs. This potential should be discussed with the City Engineer. The Appendix contains a fact sheet that provides details about the Developer Reimbursement Agreements.
- B. The City Engineer will track the developer reimbursement process using the forms listed below, which are included in the Appendix of this chapter.

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1. Developer Reimbursement Agreement
 2. Notice of Development Reimbursement Agreement
 3. Certification of Payment and Release for Developer Reimbursement Charge
 4. Checklist for Developer Reimbursement Agreements
 5. Application for Reimbursement Agreement (Water, sewer, storm and street)
- C. Fees for administration of Developer Reimbursement Agreements are established in PAMC Chapter 3.70.110.

1C DEVELOPMENT AND SITE PLAN REVIEW

1C.010 GENERAL

Prior to the use of land for the location of a commercial, industrial, public building or activity, and for the location of a building containing more than two dwelling units, the Department of Community and Economic Development (DCED) must review a complete site plan application. The following is an outline of that process; please consult with the DCED for specific guidance regarding obtaining building permits and other related requirements.

1C.020 PROCEDURES FOR THE PROCESS

The Development Review Process is described in the following steps:

- A. OPTIONAL PRE-APPLICATION CONFERENCE: Prior to applying for a site plan review the applicant may request to have a Pre-Application Conference. This optional conference enables the applicant to obtain advice from the DCED and Public Works on the applicability of Port Angeles Municipal Code and standards to their proposal prior to the applicant developing their full plans. The DCED will identify the permits required but will not provide the applicant with written advice, regarding the project at this stage due to the potential for changes in the project. After the applicant has discussed the project in the pre-application process, they may complete the final construction drawings for permit submittal.
- B. APPLICATION: Prior to the Pre-Application Conference, if used by the applicant, the applicant must complete and submit to the DCED the completed Site Plan Pre-Application Form provided by the DCED. Lack of the requested information could delay the review and impact the quality of the response provided.
- C. ENVIRONMENTAL CONSIDERATION AND REVIEW: Development review projects, when not exempt, are evaluated for possible environmental effects under the Washington State Environmental Policy Act of 1971 (SEPA). The DCED reviews all environmental data and the DCED Director determines if an Environmental Impact Statement is required or a Declaration of Non-Significance is issued. Permits can not be issued until the SEPA process is completed.
- D. COPIES OF APPLICATION FOR REVIEW AND COMMENT: The DCED will transmit copies of the application to other City Departments, Divisions and other agencies as necessary for review and comment.
- E. REVIEW BY DCED: The DCED will review the site plan and other information and approve, approve with conditions, request additional information, or disapprove the plan.

1C.030 DEVELOPMENT REVIEW - MAJOR PROJECTS

For subdivisions, short plat, major developments or other larger complex projects, the DCED will meet with the Public Works & Utilities Engineering Services Division, based upon preliminary information from the applicant, to discuss the applicants proposal and provide the applicant with their opinion as to the types of permits needed and the level of improvements required.

1D ENVIRONMENTAL REVIEW

1D.010 GENERAL

- A. All development, if not exempt, is reviewed for possible environmental effects under the SEPA. An

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environmental checklist must be submitted with each proposed project/development unless specifically exempt. The DCED must be consulted for the determination of exemption from the checklist.

- B. If the project is not exempt, the checklist must be completed with responses to the questions that apply to the proposal, however, many of the questions may not apply. The checklist must be submitted with the fees to the DCED in City Hall.

1E ENVIRONMENTAL IMPACT STATEMENT TRAFFIC ANALYSIS - STANDARD FORMAT

1E.010 INTRODUCTION

- A. A traffic impact analysis is a specialized study of the impacts a certain type and size of development will have on the surrounding transportation system. The traffic impact analysis is an integral part of the development impact review process. It is specially concerned with the generation, distribution, and assignment of traffic to and from the "new development". The purpose of the analysis is to determine what impact the development traffic will have on the existing and proposed street network and what impact the existing and projected traffic on the street system will have on the "new development". A "new development" is a site action that triggers SEPA requirements which can include cumulative impacts.
- B. The DCED, in consultation with the Public Works and Utilities Department, will determine if there is a need for a traffic impact analysis. In general the need for this analysis will be based upon the size of the development proposed, existing street and intersection conditions, traffic volumes, accident history, community concerns, and other pertinent factors relating to traffic impacts attributable to "new developments". The project proponent/developer shall pay all costs associated with preparing a traffic impact analysis.

1E.020 WHEN REQUIRED

If a site action requires an Environmental Checklist to be prepared, a Traffic Impact Analysis may be required if any of the following conditions are met. This does not preclude the SEPA Responsible Official's authority to require additional analysis if in his judgment such analysis is necessary or to waive this analysis.

- A. The "new development" generates more than 20 vehicles in the peak direction of the peak hour on the adjacent streets and intersections. This would include the summation of all turning movements that affect the peak direction of traffic.
- B. The "new development" generates more than 25% of site-generated peak hour traffic through a signalized intersection or the "critical" movement at an unsignalized intersection.
- C. The "new development" is within an existing or proposed transportation benefit area. This may include Latecomer Agreements, Transportation Benefit Districts (TBD), Local Improvement Districts (LID), or local/state transportation improvement areas programmed for development reimbursements.
- D. The "new development" may potentially affect the implementation of the street system outlined in the Transportation Element of the Comprehensive Plan, the Transportation Improvement Program, or any other documented transportation project.
- E. The "new development" proposes a rezone of the subject property that could significantly change transportation patterns.
- F. The original analysis of the site is over two years old.

1E.030 QUALIFICATIONS FOR PREPARATION OF DOCUMENTS

Traffic Impact Analysis shall be conducted under the direction of a responsible individual or firm acceptable to the DCED Director and City Engineer. The analysis shall be prepared by an engineer licensed to practice in the State of Washington with special training and experience in traffic engineering.

1E.040 SCOPE OF WORK

The level of detail and the scope of work of a Traffic Impact Analysis may vary with the size, complexity, and location of the "new development". The analysis shall be a thorough review of the immediate and long-range

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effects of the "new development" on the transportation system.

A. New Development Description

1. Provide a reduced copy of the site plan showing the type of development, street system, right-of-way limits, access points, and other features of significance in the "new development". Also include pertinent off-site information such as intersections, driveways, land-use descriptions and other significant features with respect to the development.
2. Provide a "vicinity map" of the project area showing the transportation system to be impacted by the development.
3. Discuss specific development characteristics such as type of development proposed (single-family, multi-family, retail, industrial), internal street network, proposed access locations, parking requirements, zoning, and other pertinent factors.
4. Discuss project completion and occupancy schedule.

B. Existing Conditions

1. Discuss street characteristics including functional class, number of traveled lanes, lane width, shoulder treatment, bicycle paths, and intersection traffic control.
2. Identify safety and access problems including discussions on accident history, sight distance restrictions, traffic control, and pedestrian conflicts.
3. Obtain all available traffic data from the City and other jurisdictions as applicable. If data is not available, then data shall be collected by the firm to supplement the discussions and analysis.
4. Conduct manual peak hour turning movement counts at study intersection, if traffic volume data is more than 3 years old, unless otherwise directed by the City.
5. A figure shall be prepared showing existing average daily traffic and peak hour traffic volumes on the adjacent streets and intersections in the study area. Complete turning movement volumes shall be illustrated.

C. Development Traffic

1. Element of the analysis shall be conducted initially to identify the limits of the study area. The study area shall include all pertinent intersections and streets impacted by the development traffic.
2. Individual or firm preparing the analysis shall submit a figure illustrating the proposed "trip distribution" for the new development to the City Engineer. Once the figure is approved, a formal "scoping" of the study area and the study contents can be conducted to clearly identify the elements of the study.
3. Methodology and procedures used in preparing the trip generation and trip distribution elements of the analysis are as follows:
 - a. Trip Generation - Site-generated traffic of the "new developments" shall be estimated using the latest edition of the ITE TRIP GENERATION MANUAL. Variations of trip rates will require the approval of the City Engineer. Average trip rates shall be used for all land-use categories where applicable. Trip rate equations will be allowed for those land-uses without average rates.

Site traffic shall be generated for daily and A.M. and P.M. peak hour periods. Adjustments made for "passer-by" and "mixed-use" traffic volumes shall follow the methodology outlined in the latest edition of the ITE TRIP GENERATION MANUAL. A "passer-by" traffic volume discount for commercial centers shall not exceed 25% unless approved otherwise by the City Engineer.

For multi-use and/or "phased" projects, trip generation tables shall be prepared showing proposed land-use, trip rates, and vehicle trips for daily and peak hour periods and appropriate traffic volume discounts, if applicable.

- b. Trip Distribution - The trip distribution for a "new development" shall be approved by the City

CHAPTER 1 - GENERAL CONDITIONS

Engineer and prior to the formal scoping of the analysis. The methodology shall be clearly defined and discussed in detail in the analysis.

The analysis shall identify other transportation modes that may be applicable, such as transit, bicycle, and pedestrian use. New developments are encouraged to implement Transportation Demand Management practices such as "Flex Time" for employees and ride sharing programs including carpools, van pools, shuttle buses etc.

D. Future Traffic

1. Future Traffic Conditions not including Site Traffic. Future traffic volumes shall be estimated using information from transportation models or applying an annual growth rate to the base-line traffic volumes. The future traffic volumes shall be representative of the time of full build out based upon current zoning. The City Engineer with the Community and Economic Development Department will determine an appropriate growth rate, if that option is utilized.

In addition, proposed "on-line" development projects shall be taken into consideration when forecasting future traffic volumes. The increase in traffic from proposed "on-line" projects shall be compared to the increase in traffic by applying an annual growth rate.

If modeling information is not available, the greatest traffic increase from either the "on-line" developments or the application of an annual growth rate shall be used to forecast the future traffic volumes.

2. Future Traffic Conditions Including Site Traffic. The site-generated traffic shall be assigned to the street network in the study area based on the approved trip distribution model. The site traffic shall be combined with the forecasted traffic volumes to show the total traffic conditions estimated at development completion. A figure will be required showing daily and peak period turning movement volumes for each traffic study intersection.

E. Traffic Operations

1. The level of service (LOS) and capacity analysis shall be conducted for each pertinent intersection in the study area as determined by the DCED and City Engineer. The methodology and procedures for conducting the capacity analysis shall follow the guidelines specified in the Highway Capacity Manual-Special Report 209, 1985 Edition. The individual or firm preparing the analysis shall calculate the intersection LOS for each of the following conditions:
 - a. Existing peak hour traffic volumes
 - b. Existing peak hour traffic volumes including site-generated traffic
 - c. Future traffic volumes not including site traffic
 - d. Future traffic volumes including site traffic
 - e. Level of Service results for each traffic volume scenario.
2. The Level of Service Table shall include the LOS results for A.M. and P.M. peak periods, if applicable. The table shall show LOS conditions with corresponding vehicle delays for signalized intersections and LOS conditions for the critical movements at unsignalized intersections. For signalized intersections, the LOS conditions and average vehicle delay shall be provided for each approach and the intersection as a whole.
3. The capacity analysis for existing signalized intersections shall include existing phasing, timing, splits and cycle lengths in the analysis as observed and measured during the peak hour traffic periods. All traffic signal system operational data may be obtained from the Public Works and Utilities Department .
4. If the "new development" is scheduled to be completed in phases, the analysis shall conduct a LOS analysis for each separate phase of the development. The incremental increases in site traffic from each phase shall be included in the LOS analysis.

CHAPTER 1 - GENERAL CONDITIONS

5. If the "new development" impacts a traffic signal coordination system currently in operation, the Public Works and Utilities Department may require the analysis to include operational analysis of the system. Timing plans and proposed modifications to the coordination system may be required.
6. The Public Works and Utilities Department may require that the analysis be conducted on computer software compatible with City software.

F. Mitigation

1. The analysis shall include a proposed mitigation plan. The mitigation may be either the construction of necessary transportation improvements or contributions to any established transportation impact fund.
2. Mitigating measures shall be required to the extent that the transportation facilities operate at a Level of Service "D" condition or better upon completion of the development.
3. The following guidelines shall be used to determine appropriate mitigation measures of traffic impacts generated by the new development.
 - a. On transportation facilities where the need to construct improvements, by the horizon year of the "new development", the cost for the mitigation will be entirely born by the "new development". However, in the event that the DCED and Public Works and Utilities Departments identify more than one development under simultaneous review, accumulative impacts and distribution of mitigation costs may be considered. A latecomers agreement could be developed by the "new development" for reimbursement for mitigation costs.
 - b. On transportation facilities programmed for new improvements as part of a City project, the adverse traffic impacts of the "new development" will be considered mitigated by providing a proportionate share contribution of the costs for the proposed improvements, if said improvements mitigate the traffic impacts caused by the "new" development. The proportionate share of local costs for the improvements shall be based on the percentage of "new development" traffic generated through the intersection or roadway section. The percentage shall be based on the total projected peak hour traffic volumes for the horizon year of the transportation facility.
 - c. If the transportation facility currently operates less than Level of Service (LOS) "D", the "new development" shall be required to make interim facility improvements to maintain the existing Level of service operation on the facility. The cost of the interim improvements will be deducted from the "new development's" proportionate share of costs from the programmed facility improvements only if the cost of the interim improvements is less than the ultimate proportionate share. If the interim improvements cannot be incorporated into the ultimate improvements programmed for the facility, there will be no reimbursement for interim costs incurred.
 - d. On transportation facilities where the existing LOS condition is less than LOS "D", and where no improvements are programmed to improve capacity and traffic operations, the "new development" shall mitigate the intersection to an acceptable LOS "D" condition or wait until the improvements are implemented by the City or other developments. Improvements made by the City prior to the development of the subject project shall be reimbursed by the "new development" based on the proportionate fair share costs of the facility improvements.
 - e. Unsignalized intersections that currently operate less than a LOS "D" condition, shall be analyzed for traffic signal and intersection improvements. If three or more traffic signal warrants are satisfied, signal and intersection improvements will be required as a mitigating measure for the "new development". If at least 3 traffic signal warrants are not satisfied by the "new development" horizon year, the analysis shall determine if traffic signal warrants and intersection improvements would be needed within 5 years after the "new developments" horizon year. The "new development" would be required to provide a proportionate share cost towards future traffic signal and intersection improvements if warranted within the 5 year period.
 - f. However, if traffic signal warrants are not satisfied after a 5 year period from the "new developments" horizon year, mitigating impacts would not be required from the "new development" for traffic signal improvements.

CHAPTER 1 - GENERAL CONDITIONS

- g. Signalized intersections where the projected Level of Service condition is at "D", but where one or more of the LOS conditions on the approaches falls below LOS "D", mitigation measures may be required to improve the capacity and traffic operations at the intersection. The City reserves the right to review all adverse traffic impacts at these intersections and to determine appropriate mitigation measures.

- END OF CHAPTER

CHAPTER 1 - GENERAL CONDITIONS

APPENDICES

	<u>Filename</u>
A. Developer Reimbursement Agreement Policy [PW-208]	0208 - DRA.doc
1. System Development Charge and Developer Reimbursement Fact Sheet	0208_01.doc
2. Notice of Developer Reimbursement Agreement and Charge	0208_02.doc
3. Developer Reimbursement Agreement	0208_03.doc
4. Description and Cost of Improvements	0208_04.doc
5. Developer Reimbursement Charge	0208_05.doc
6. Certification of Payment and Release	0208_06.doc
7. Checklist for Developer Reimbursement Agreement	0208_07.doc
8. Application for Developer Reimbursement Agreement	0208_08.doc
B. Development Checklist	dev checklist.doc
C. Easement	easement.doc
D. Temporary Construction Easement	temp easement.doc
E. Perpetual Easement Form	perpetual easement.doc
F. Waiver Form	waiver.doc
G. Application to Construct Public Facilities	application to construct.doc
H. Conveyance of Public Facilities	conveyance.doc
I. Public Facilities Maintenance Bond	maintenance bond.doc
J. Public Improvements - Plan Review Checklist	Plan Review Checklist.doc
K. Right of Way Use Permit Application	ROW Use Permit.doc
L. Right of Way Use Permit handout	ROW Use Permit Fact Sheet.doc
M. Performance and Payment Bond	Performance and Payment Bond.doc
N. Right of Way Construction Permit Application	ROW Construction Permit Application.doc



PUBLIC WORKS & UTILITIES DEPARTMENT - POLICY AND PROCEDURES

SYSTEM DEVELOPMENT CHARGES and DEVELOPER REIMBURSEMENT AGREEMENTS

PW-208

1.0 PURPOSE:

- 1.1 To establish the procedures and tools to administer the System Development Charges for the Water and Wastewater Utilities.
- 1.2 To establish procedures for administration of Developer Reimbursement Agreements.

2.0 ORGANIZATIONS AFFECTED:

- 2.1 Public Works & Utilities Department Engineering staff

3.0 POLICY:

- 3.1 Engineering personnel shall check all plans for sewer and water connections and determine which sewer and water assessment or development charges are appropriate in accordance with Ordinances Nos. 2746, 2888, 3035, 3261.
- 3.2 All assessment and development charges shall be in accordance with adopted ordinances and agreements.

4.0 DEFINITIONS:

- 4.1 **Equivalent Water Meter** is a water service connection to a residential unit, commercial use, or industrial use, consisting of a 3/4 or 1" diameter service line with a 5/8 inch or 3/4 inch meter.

5.0 PROCEDURES:

- 5.1 Permit Technician shall review plans submitted for development and determine the applicability of sewer and water assessment or developer reimbursement agreements.
- 5.2 Information on charges shall be given to developer as soon as practical through the site review process.
 - 5.2.1 The Fact Sheet may be used to help educate the public about the charges and amounts.
- 5.3 If reimbursement of a particular sewer or water line appears to be a possibility, then the City Engineer should be brought into the discussion.
 - 5.3.1 The application for developer reimbursement is form PW-0208_08.
 - 5.3.2 The Checklist for Developer Reimbursement Agreements, form PW-0208_07 shall be used to track the process for establishment of a Developer Reimbursement Agreement in accordance with Ordinance No. 3270.

6.0 APPENDIX:

FORMS:

- | | | |
|----|--|--------------------|
| 1. | System Development Charge and Developer Reimbursement Fact Sheet | 0208_01.doc [2/07] |
| 2. | Notice of Development Reimbursement Agreement | 0208_02.doc [4/06] |
| 3. | Developer Reimbursement Agreement | 0208_03.doc [4/06] |
| 4. | Description and Cost of Improvements | 0208_04.doc [4/06] |
| 5. | Developer Reimbursement Charge | 0208_05.doc [4/06] |
| 6. | Certification of Payment and Release | 0208_06.doc [4/06] |
| 7. | Checklist for Developer Reimbursement Agreements | 0208_07.doc [2/07] |
| 8. | Application for Developer Reimbursement Agreement | 0208_08.doc [2/07] |

REFERENCES:

1. System Development Charge for Water and Sewer Ordinance Nos. 2746, 2888, 3035, 3261
2. Developer Reimbursement Agreements and Procedures Ordinance No. 3270
3. Fees for administration of Developer Reimbursement Agreements Resolution No. 47-92

SYSTEM DEVELOPMENT CHARGE and DEVELOPER REIMBURSEMENT FACT SHEET

A. SYSTEM DEVELOPMENT CHARGE

Owners of property newly connecting to the City's water and/or wastewater system are assessed system development charge(s), and in some situations a developer reimbursement charge. The System Development Charge Ordinances No. 2746 and 2888 (PAMC 13.69) were passed for the purpose of recovering a proportionate share of the actual capital costs of water and wastewater facilities from those properties in the utility service area which, as a part of their development and use, create a need for the facilities.

Property owners that construct a residential or commercial/industrial structure on a previously undeveloped lot will pay a system development fee for the water and wastewater connection plus other appropriate assessments*. These fees are in addition to permit fees and the connection charges or tap charge for the actual cost of connecting to the city's water and/or wastewater systems and in addition to all other charges imposed by ordinance.

The system development charges are based on an equivalent water meter factor. This is defined as: "Equivalent water meter" shall mean a water service connection to a residential unit, commercial use, or industrial use, consisting of a ¾ or 1" diameter service line with a 5/8" or 3/4" meter.

If the water and/or wastewater line giving service to the property had been previously paid for by special assessment or lump sum payment, the property shall be exempted from the fee. In all new subdivisions, approved after the effective date of Ordinance No. 2746 (February 12, 1993), the system development charge must be paid.

* An example of this is Ordinance No. 2618, which established a charge for connection to the Milwaukee Drive trunk sanitary sewer between 10th Street and 18th Street which is in addition to other sewer assessments. These types of assessments, if applicable, are specific to the location of the property, and will be identified during the permitting process.

B. DEVELOPER REIMBURSEMENT

The Developer Reimbursement Agreement is a written contract between the City, as approved and executed by the City Engineer, and one or more property owners. The Agreement provides for construction of water, wastewater, storm water and/or street system facilities, and for partial reimbursement to the party causing such improvements to be made, of a portion of the costs of such improvements by owners of property benefited by the improvements. This reimbursement arrangement is authorized and described in Chapters 35.72 and 35.91, RCW and is adopted by the City by Ordinance 3270 (PAMC 13.68).

The Developer Reimbursement Charge or Assessment is the fair pro rata charge to be paid by an owner of property within an area benefited by the private construction of municipal water, wastewater, storm water and/or street system improvements.

The purpose of the Developer Reimbursement Ordinance No. 3270 is to define rules and regulations for executing contracts between the City and developers for private construction of municipal water, wastewater, storm water and street system improvements, by providing means for partial cost recovery through a charge to later users of the systems who did not contribute to the capital costs thereof, and for establishing assessment reimbursement areas defining which property is subject to such charges.

The Developer Reimbursement is based on the assessment reimbursement area or benefit

SYSTEM DEVELOPMENT CHARGE and DEVELOPER REIMBURSEMENT FACT SHEET

area. This is defined as:

Assessment Reimbursement Area or Benefit Area means that area within the City or within 10 miles of the city limits, which area includes parcels of real estate adjacent to, or likely to require connection to, or service by, the water, wastewater, storm water, and/or street system improvements constructed by a developer who has applied to the City for a Developer Reimbursement Agreement pursuant to Ordinance No. 3270.

Any property owner who uses private funds to construct water, wastewater, storm water and/or street system improvements, where the cost of construction is greater than six thousand (\$6,000), said limit to be adjusted annually in accordance with the ENR (Engineering News-Record) Construction Cost Index for Seattle, in the City or within the City's utility service area, to connect to existing city water, wastewater, storm water or street systems for the purpose of serving the area in which the real property of such owner is located, may apply to the City to establish a developer reimbursement agreement in order to recover a pro rata share of the costs from subsequent users of the system(s).

The costs of construction are those costs incurred for design and inspection, acquisition of right-of-way and/or easements, labor, materials and installation, as required to create an improvement which complies with city standards.

Development reimbursement may be assessed for the following areas:

1. **Street System Improvements of Facilities:** The acquisition of right-of-way and/or easements, design, inspection, grading, paving, installation of curbs, gutters, sidewalks, street lighting, traffic control devices and other similar improvements, in accordance with city standards.
2. **Water, Wastewater and Storm Water System Improvements or Facilities** including the acquisition of right-of-way and/or easements, design, inspection, and installation of improvements to city standards, includes the following:
 - a. Water system improvements includes such things as reservoirs, wells, mains and appurtenances such as valves, fire hydrants, telemetry stations, pumping stations, and pressure reducing stations.
 - b. Wastewater system improvements include such things as treatment plants, mains, manholes, pump stations, force mains, and telemetry stations.
 - c. Storm water system improvements include such things as mains, retention/detention facilities, pumping stations, inlets, catch basins, and manholes.

The full text of the System Development Charge Ordinance No. 2746 and 2888, and the Developer Reimbursement Ordinance No. 3270 may be obtained from the Public Works & Utilities Department.



EXHIBIT A
Preliminary _____ Final _____

**NOTICE OF DEVELOPER REIMBURSEMENT
AGREEMENT AND CHARGE
DRA # XX-XX**

NOTICE IS HEREBY GIVEN pursuant to the Developer Reimbursement Ordinance, Chapter 13.68 of the Port Angeles Municipal Code, a copy of which is attached hereto as Exhibit C. The City of Port Angeles, Washington, is levying a charge on property which is located within the Assessment Reimbursement Area identified in the attached Exhibit E and which is served by the water, sewer, storm sewer and/or street system improvements constructed and paid for by a private developer, the description and cost of which improvements are set forth in the attached Exhibit D.

This charge is for the purpose of reimbursing the developer who constructed the improvements and shall be in force and effect for up to fifteen years from the date of recording the Developer Reimbursement Agreement with the Clallam County Auditor; provided that, if the developer is reimbursed for the cost of the improvements prior to the expiration of the fifteen-year period, then further developer reimbursement charges and payments shall not be made. The amount of the charge is based on the fair pro-rata share of the cost for each parcel served by the improvements and is calculated and set forth, together with the rate of interest and administration costs, in the attached Exhibit F.

This charge shall be paid to the City prior to any development of property within the Assessment Reimbursement Area identified in Exhibit E, which development requires connection to, or use of, said improvements pursuant to City ordinances. **Owners of property within said area shall have all rights and options set forth in the Developer Reimbursement Ordinance including the right to request a public hearing with regard to the area boundaries and assessments, before the City Council within twenty days of the mailing of the preliminary version of this notice.**

Upon final approval of the developer reimbursement agreement and charge and the assessment reimbursement area, the final version of this notice will be filed for record, together with the Developer Reimbursement Agreement attached hereto as Exhibit B, in accordance with the provisions of Chapters 35.72, 35.91 and 65.08 of the Revised Code of Washington.

DATED this _____ day of _____, 20_____ .

CITY ENGINEER

ATTEST:

CITY CLERK

- Exhibit A - Notice of Developer Reimbursement Agreement and Charge
- Exhibit B - Developer Reimbursement Agreement
- Exhibit C - Developer Reimbursement Ordinance
- Exhibit D - Description and Cost of Improvements
- Exhibit E - Assessment Reimbursement Area
- Exhibit F - Developer Reimbursement Charge



EXHIBIT B

DEVELOPER REIMBURSEMENT AGREEMENT DRA #XX-XX

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ANGELES**, a municipal corporation, hereinafter called the "CITY" and _____, their heirs, successors, and assigns, hereinafter called "OWNER".

WHEREAS, OWNER has constructed at its own cost and expense certain municipal water, sewer, storm sewer, and/or street system improvements; and

WHEREAS, the CITY has established an assessment reimbursement area within which owners of property are required to reimburse OWNER for the pro rata cost of said improvements whenever such property is developed in a manner that said improvements would be required pursuant to City ordinances; and

WHEREAS, OWNER has offered and the CITY has accepted said improvements in accordance with the provisions of Chapter 13.68 PAMC and the terms of this Agreement; now, therefore,

In consideration of the above representations and the following covenants and agreements, the parties hereby agree as follows:

Section 1. This Agreement and the City's Developer Reimbursement Ordinance, Chapter 13.68 PAMC, a copy of which is attached hereto as Exhibit C, shall establish the rights and duties of the parties with regard to reimbursing the OWNER for those improvements, the cost and description of which is set forth in the attached Exhibit D.

Section 2. This Agreement shall be in effect for a period of fifteen years from the date of its recording with the Clallam County Auditor; provided that, if the developer is reimbursed for the cost of the improvements prior to the expiration of the fifteen-year period, then further developer reimbursement charges and payments shall not be made.

Section 3. The charges that are subject to this Agreement shall be levied against the property within the assessment reimbursement area identified in the attached Exhibit E, in the amount calculated and set forth in the attached Exhibit F.

Section 4. OWNER agrees that the CITY shall not be responsible for the collection of any developer reimbursement charges other than in the manner provided by the Developer Reimbursement Ordinance.

Section 5. OWNER shall give notice to property owners who are subject to the developer reimbursement charge in accordance with the procedures of Chapter 13.68 PAMC using the Notice form attached hereto as Exhibit A.

Section 6. The CITY shall within sixty (60) days of receipt transmit developer reimbursement payments, less the CITY administrative fee and cost of defective work, if any, to the OWNER.

Section 7. OWNER represents and covenants that the necessary easements pertaining to these facilities have been submitted to and approved by the CITY and recorded concurrently with this Agreement and that such easements conform exactly to the as-built construction drawings. Upon the execution of this Agreement by both parties hereto, OWNER shall convey free and clear of all encumbrances to the CITY the aforementioned facilities with rights-of-way and/or easements, including maintenance easements, for all such facilities.

Section 8. OWNER shall supply the CITY with a maintenance guarantee bond or equivalent acceptable to the CITY in the amount of ten (10) percent of the value of the improvements conveyed by the OWNER to the CITY to be in effect for a period of one year from the date of final acceptance of the improvements by the CITY. Said bond shall be executed by a surety company authorized to do business within the State of Washington and shall be subject to the approval of the CITY.

Section 9. If prior to the expiration of one year after the date of acceptance of the improvements, any work is found to be defective, the OWNER shall promptly, without cost to the CITY, and in accordance with written instructions issued by the City Engineer, either correct such defective work, or, if it has been rejected by the City Engineer, remove and replace it with non-defective work. If the OWNER does not promptly comply with the terms of such instructions, the CITY may have the defective work corrected or the rejected work removed and replaced and may enforce its rights under the maintenance guarantee bond. All direct and indirect costs of such removal and replacement not reimbursed pursuant to said bond, including compensation for professional services, shall at the City's option either be paid by the OWNER to the City and/or withheld from the developer reimbursement charge transmittals to the OWNER.

Section 10. This Agreement shall become effective upon satisfactory completion by the OWNER and acceptance by the CITY of the construction of the facilities conveyed by the OWNER to the CITY and upon execution of the Agreement by the parties and recording with the Clallam County Auditor. The OWNER shall test all portions and elements of the facilities as specified by the CITY in order to demonstrate the satisfactory construction of the facilities.

**DEVELOPER REIMBURSEMENT AGREEMENT
DRA #XX-XX**

Section 11. OWNER agrees that the CITY will not be liable under any contracts to which OWNER is a party pertaining to the construction of the facilities. OWNER agrees to hold harmless, defend and indemnify the CITY from any obligations pertaining to such contracts or construction.

Section 12. OWNER warrants that it has furnished the City with accurate bills of sale for all facilities pertaining to this Agreement.

Section 13. OWNER acknowledges and agrees that the referenced developer reimbursement charges calculated in Exhibit F are estimates. OWNER further acknowledges and agrees that there is no guarantee that said charges will be paid or accrued during the period of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PORT ANGELES:

OWNER:

CITY ENGINEER

ATTEST:

APPROVED AS TO FORM:

CITY CLERK

CITY ATTORNEY

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individuals who executed the foregoing Developer Reimbursement Agreement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this ____ day of _____, 20_____.

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____

- Exhibit A - Notice of Developer Reimbursement Agreement and Charge
- Exhibit B - Developer Reimbursement Agreement
- Exhibit C - Developer Reimbursement Ordinance
- Exhibit D - Description and Cost of Improvements
- Exhibit E - Assessment Reimbursement Area
- Exhibit F - Calculation of Developer Reimbursement Charge



EXHIBIT D
DEVELOPER REIMBURSEMENT AGREEMENT, DRA #XX-XX
[description]
[date]

DESCRIPTION AND COST OF IMPROVEMENTS

DESCRIPTION OF IMPROVEMENTS

The improvements covered by this developer reimbursement agreement include the construction of an _____ and appurtenant facilities to serve the area as outlined on Exhibit E. The improvements include construction of

COST OF IMPROVEMENTS

Documentation supporting the final engineering, inspection and cost of improvements has been provided by the developer. These costs have been reviewed and approved by the City Engineer.

A summary of final costs follows:

The final costs for the developer reimbursement agreement are based on actual engineering, construction, and inspection costs.



DEVELOPER REIMBURSEMENT AGREEMENT, DRA #XX-XX
[description]
[date]

DEVELOPER REIMBURSEMENT CHARGE

ENGINEERING	\$
CONSTRUCTION	\$
CITY INSPECTION AND TESTING	\$
TOTALS	\$

The developer reimbursement fee for _____ will be based on the number of parcels in the benefited area (_____). Distributing the costs equally between the above results in a developer reimbursement fee of \$_____ per parcel. At the time of payment, interest (_____ per year) and administration costs (_____) in accordance with the ordinance will be added at the time of payment.

All parcels in the latecomer area will be assessed accordingly upon request for service. Any parcels outside the original latecomer area which connect to the gravity sewer system will be assessed using the above fees per parcel.



**CERTIFICATION OF PAYMENT AND RELEASE
for
DEVELOPER REIMBURSEMENT CHARGE
DRA #XX-XX**

Payment to the City of Port Angeles, Washington, is hereby acknowledged for water, sewer, storm sewer and/or street system connection or use charges levied pursuant to the Developer Reimbursement Agreement as recorded under Clallam County Auditor No. _____ in the amount of \$_____ for the following described real property situated in the County of Clallam, State of Washington:

Said property is hereby released from further obligation for such water, sewer, storm sewer and/or street developer reimbursement fee.

This certification is filed for record with the Clallam County Auditor.

DATED this _____ day of _____, 20__.

CITY ENGINEER

ATTEST:

CITY CLERK

**CHECKLIST FOR
DEVELOPER REIMBURSEMENT AGREEMENT
DRA #XX-XX**

(Water, Sewer, Storm and Street Facilities)

DATE APPLICATION RECEIVED: _____ INITIAL \$1,500 FEE PAID

Initial \$1,500 due with the application and agree to pay remainder once calculated.

- | | |
|--|--|
| <p><input type="checkbox"/>1. Name of Applicant Name and Address:
 <input style="width: 100%; height: 15px;" type="text"/>
 <input style="width: 100%; height: 15px;" type="text"/>
 <input style="width: 100%; height: 15px;" type="text"/>
 Telephone Number: <input style="width: 150px; height: 15px;" type="text"/></p> <p><input type="checkbox"/>2. Improvement type and location:
 <input style="width: 100%; height: 15px;" type="text"/>
 <input style="width: 100%; height: 15px;" type="text"/></p> <p><input type="checkbox"/>3. Legal description of the property to be served.</p> <p><input type="checkbox"/>4. Legal descriptions and names of the property owners that are contributing to the construction with proof of contribution.</p> <p><input type="checkbox"/>5. Certified statement from a professional engineer containing the itemization of the total projected cost of the system improvements. Developer eligible if cost is over the amount of \$4,000 (adjusted by the Annual Average ENR Seattle Construction Cost Index for inflation, which was 5224 in 1992)</p> <p><input type="checkbox"/>6. A copy of the design drawings and specifications.</p> <p><input type="checkbox"/>7. Applicant in compliance with all City ordinances.</p> <p><input type="checkbox"/>8. Are improvements a part of developer's abutting right-of-way and transitions required pursuant to City ordinance? If so, no agreement shall be signed, except for vertical and alignment changes.</p> <p><input type="checkbox"/>9. Improvements consistent with comprehensive utility and/or transportation plans.</p> <p><input type="checkbox"/>10. Is there capability and capacity to service proposed facilities?</p> <p><input type="checkbox"/>11. Applicant agrees to an annexation covenant for property served outside City limits but no further than the UGA outside City.</p> <p><input type="checkbox"/>12. Assessment reimbursement area is determined.</p> <p><input type="checkbox"/>13. Current interest rate for LID warrants is _____%, which may be revised to the actual rate in effect at the time of recording. Length of period for reimbursement agreement is _____ years. (15 years max.)</p> <p><input type="checkbox"/>14. Charges for benefited areas calculated based upon:
 <input style="width: 100%; height: 15px;" type="text"/>
 <input style="width: 100%; height: 15px;" type="text"/>
 <input style="width: 100%; height: 15px;" type="text"/></p> <p><input type="checkbox"/>15. City Engineer develops preliminary determination</p> | <p><input type="checkbox"/>16. Preliminary Notice to properties in the assessment reimbursement area is developed and sent to the owners.</p> <p><input type="checkbox"/>17. Notarized affidavit of mailing signed by the applicant and in file. Mail sent on _____.</p> <p><input type="checkbox"/>18. Has anyone requested a hearing before the City Council? Must be within 20 days of mailing or
 <input style="width: 100%; height: 15px;" type="text"/></p> <p><input type="checkbox"/>19. Public Hearing for City Council set on _____.</p> <p><input type="checkbox"/>20. Notice of public hearing for City Council mailed _____ with affidavit of mailing _____ sent to benefited property owners.</p> <p><input type="checkbox"/>21. City Council may approve, modify or reject assessment reimbursement area and/or charges. Results of hearing were _____</p> <p><input type="checkbox"/>22. Reimbursement Agreement approved by City Engineer, but not signed, on _____.</p> <p><input type="checkbox"/>23. Applicant authorized to begin work after obtaining all necessary permits and approvals.</p> <p><input type="checkbox"/>24. Construction completed and accepted by the City on _____.</p> <p><input type="checkbox"/>25. "As built drawings" received on
 <input style="width: 100%; height: 15px;" type="text"/> with all easements.</p> <p><input type="checkbox"/>26. Applicant provide the City with a Maintenance Guarantee Bond or other approved assignment of savings in the amount of 10% or \$ _____ for one year period.</p> <p><input type="checkbox"/>27. Final costs of improvements received from applicant and reviewed against original costs and changes can be made to the assessment. Applicant provide bill of sale for improvements to the City.</p> <p><input type="checkbox"/>28. The reimbursement agreement and notice of agreements and charge shall be recorded in the Auditor's office within 30 days of final execution of the agreement by the applicant with a copy given the City.</p> <p><input type="checkbox"/>29. Applicant provide affidavit of mailing copy of the agreement and notice to each owner of record of properties to be charged. Affidavit received on _____.</p> <p><input type="checkbox"/>30. Beneficiary name and address is: _____

 _____</p> |
|--|--|



**APPLICATION
FOR
DEVELOPER REIMBURSEMENT AGREEMENT
DRA #XX-XX**
(Water, Sewer, Storm and Street Facilities)

1. Name of Applicant Name and Address: _____

2. Telephone Number: _____
3. Improvement type and location: _____

3. Attach the legal description of the property to be served.
4. Attach the legal descriptions and names of the property owners that are contributing to the construction with proof of contribution.
5. Attach a certified statement from a professional engineer containing the itemization of the total projected cost of the system improvements and a copy of the design drawings and specifications.
6. Requested length of period for reimbursement agreement is _____ years. (15 years max.)
7. Non-refundable fee of \$1,500 has been paid.

Signature of applicant _____ Date _____



PUBLIC WORKS & UTILITIES DEPARTMENT DEVELOPMENT CHECKLIST

NAME OF DEVELOPMENT _____

LOCATION _____

DEVELOPER _____ PROJECT NUMBER _____

CONTACT PERSON _____ PHONE _____

ENGINEER _____ PHONE _____

CONTRACTOR _____ PHONE _____

DONE (X)	DATE	DESCRIPTION
		Initial discussion and Development Review Committee meeting as needed
		First Submittal of Draft Plans (3 sets of plans, specs and estimates), along with completed Application to Construct Public Facilities form
		Submit Environmental Checklist, if applicable
		Plans reviewed for compliance by City (using Plan Review Checklist) and preliminary check prints returned to Developer
		Second submittal (Final Plans), to include Applicable Fees 6 sets of final plans
		City submits plans to Depts. of Ecology (sewer) and/or Health (water) for approval, where appropriate
		Ecology and/or Health approval received by City
		City Engineer approves the plans for construction
		Developer is provided with an estimate for the construction inspection fee by the City Engineer
		Developer's contractor provides proof of insurance and bonds, as required
		Developer obtains all necessary City, County, State, and/or Federal permits and pays all fees
		Pre-Construction Conference arranged by Developer's contractor. City inspector to be in attendance
		Developer's contractor to notify City inspector forty-eight (48) hours in advance of starting construction
		Underground utilities location to be requested two (2) days in advance of construction by Developer's contractor
		Erosion and Sediment Control BMPs in place & inspected by the City

		Construction starts
		Construction completed
		Water quality samples taken (water main) and/or pressure tests (water, sewer and stormwater mains) completed
		Water sample tests satisfactorily completed and received
		Final inspection and approval by Water/Wastewater Collections Utility
		Final inspection and approval by Street Division
		As built and testing records provided to the City
		Developer furnishes City an executed Conveyance of Public Facilities Document (City-furnished form)
		Easements received and recorded
		Public Facilities Maintenance Bond received from Developer
		Developer receives letter of acceptance of sewer, water, street, and/or storm drain facilities for maintenance and operation from City
		System(s) approved for hookups and public use by City
		Final warranty inspection made by City prior to end of twelve (12) month warranty period
		Release of bond by City

COMMENTS/NOTES _____

EASEMENT

[must have 3" top margin and 1" bottom and side margins]

The Grantor(s), _____ for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, and other benefits, the Grantor(s) has this day sold and by these presents grants and conveys to the CITY OF PORT ANGELES, a municipal corporation, (referred to herein as the "City") a permanent easement and right of way for underground utilities (sewer, storm, and water), including the right to construct, maintain and relocate thereon said utilities over and along the full width and length of the premises situated in Clallam County, Washington, subject to conditions contained herein and described as follows:

The City shall, upon completion of said facilities, restore the premises of the Grantor(s), which is disturbed by the City, to as good condition as it was in prior to any such construction of facilities.

_____	_____	_____	_____
Grantor	Date	Grantor	Date
STATE OF WASHINGTON)		
) ss.		
County of Clallam)		

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individual(s) who executed the foregoing Easement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this _____ day of _____, 20____.

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____

TEMPORARY CONSTRUCTION EASEMENT

[must have 3" top margin and 1" bottom and side margins]

The Grantor(s), _____ for and in consideration of mutual benefits grant(s) to the CITY OF PORT ANGELES, a municipal corporation, (referred to herein as the "City") a temporary construction easement over and along the full width and length of the premises situated in Clallam County, Washington, and described as follows:

with the right, privilege and authority, to said City or its contractor(s), of ingress and egress to and over said described premises during the construction of the following facilities:

The City shall, upon completion of said facilities, restore the premises of the Grantor(s), which is disturbed by the City, to as good condition as it was in prior to any such construction of facilities.

This Temporary Construction Easement, including the warranty for work installed by the City shall expire one year from the date of signature.

_____	_____	_____	_____
Grantor	Date	Grantor	Date
STATE OF WASHINGTON)		
) ss.		
County of Clallam)		

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individual(s) who executed the foregoing Temporary Construction Easement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this _____ day of _____, 20____.

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____

PERPETUAL EASEMENT

[must have 3" top margin and " bottom and side margins]

KNOW ALL MEN BY THESE PRESENTS, that _____, hereinafter referred to as GRANTOR(S), do(es) hereby grant and warrant unto the City of Port Angeles, a municipal corporation of the State of Washington, to have and to hold forever, permanent and perpetual right, permit, and easement in the lands hereinafter described, to construct and maintain a sewer main, stormwater main, and/or water main with the necessary appurtenances, through, over, under, and across the following described property situated in Clallam County, Washington, more particularly described as follows:

The GRANTOR(S) further grant(s) to the City of Port Angeles a temporary easement on adjoining property to be used only during construction of the above sewer and/or watermain, said temporary easement to cease upon acceptance of the sewer main, stormwater main and/or watermain for maintenance and operation by the City of Port Angeles. The said temporary easement shall be over, under, and across the following described property situated in Clallam County, Washington, more particularly described as follows:

The City of Port Angeles shall have the right, at times as may be necessary, to enter upon property of the GRANTOR(S), their successors, heirs, and assigns, for the purpose of constructing, repairing, altering, or reconstructing said sewer main, stormwater main and/or watermain, or making any connections therewith; provided that such constructing, repairing, altering, or reconstructing of said sewer main, stormwater main and/or watermain, shall be accomplished in such a manner that the private improvements existing in this right-of-way shall not be disturbed or destroyed, or, in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the City of Port Angeles.

The GRANTOR(S) shall retain the right to use the surface of said easement so long as said use does not interfere with the installation and maintenance of the sewer main, stormwater main and/or watermain, and so long as no fences, permanent building, or structures are erected on said easement.

EXECUTED this _____ day of _____, 20____.

GRANTOR(S) _____

STATE OF WASHINGTON)
) ss.
County of Clallam)

On this date, before me the undersigned Notary Public in and for the State of Washington, personally appeared _____, to me known to be the individual(s) who executed the foregoing Easement and acknowledged to me that they signed the same for the uses and contents therein mentioned.

DATED this _____ day of _____, 20____.

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____



APPLICATION TO CONSTRUCT PUBLIC FACILITIES

The undersigned, hereafter referred to as "Developer", hereby makes application to the City of Port Angeles for permission to construct and install a sanitary sewer, watermain, street, alley, and/or storm drain facilities in the public right-of-way and/or on easements which are subject to City approval, and to connect to the City's sewage collection system, water system, street, and/or storm drain system in accordance with the Urban Services Standards and Guidelines and all applicable ordinances.

Development Name: _____
 Development Address: _____
 Developer's Name: _____ Phone: _____
 Developer's Address: _____
 Contact Person: _____ Phone: _____
 Engineer: _____ Phone: _____
 Engineer's Address: _____
 Parcel Tax Assessor's No(s): _____
 Acreage: _____

ESTIMATED FACILITIES TO BE CONSTRUCTED

DESCRIPTION	SIZE or WIDTH	QUANTITY or LENGTH	DESCRIPTION	SIZE or WIDTH	QUANTITY or LENGTH
SEWER PIPE			STORM DRAIN PIPE		
SEWER PIPE			STORM DRAIN PIPE		
SEWER PIPE			STORM MANHOLES		
SEWER MANHOLES			CATCH BASINS		
SEWER SERVICES			INLETS		
WATERLINE			STREET (ACCESS)		
WATERLINE			STREET (ARTERIAL)		
WATERLINE			ALLEY		
HYDRANTS			PAVEMENT TYPE		
VALVES			OTHER:		
WATER SERVICES					

Signature of Applicant

Date

CONVEYANCE OF PUBLIC FACILITIES to the CITY OF PORT ANGELES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ hereby grants, bargains, sells, and conveys to the CITY OF PORT ANGELES the following described property located in CLALLAM COUNTY, WASHINGTON: All of the sewer, streets, alleys, storm drains, and/or water systems heretofore constructed to serve the plat or development of _____

as recorded in Vol. _____, Page _____ of Plats, records of Clallam County, Washington. The sewer, storm drain, and/or water systems are more specifically described as follows:

PIPE SIZE	LENGTH	MATERIAL	ON OR IN	FROM	TO	VALUE
						\$
						\$
						\$
						\$
						\$
STREETS						
						\$
						\$
						\$
						\$

Including manholes, tees, wyes, valves, hydrants, blowoffs, detention\retention facilities, pipelines, waterlines, streets, alleys, and other appurtenances, all within public right-of-way and/or easements.

In making the conveyance, the undersigned warrants to the CITY OF PORT ANGELES that all claims for labor materials, or taxes, and other indebtedness that might be a lien against said public facilities, have been paid, and further guarantees to the CITY OF PORT ANGELES for the period of twelve (12) months from the date of this instrument, that the said public facilities be free of defects in labor and materials.



PUBLIC FACILITIES MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of Washington and authorized to do the business of surety in the State of Washington under the laws thereof, as Surety, are held and firmly bound unto the CITY OF PORT ANGELES in the full and just sum of _____ Dollars, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that WHEREAS, the above-named principal(s) is/are about to file a plat named _____, located in Section _____, Township _____ North, Range _____ West of W.M.[or, if applicable: Block(s) _____ of the Townsite of Port Angeles], Clallam County, Washington, and in the judgment of the Director of Public Works and Utilities are required to file a bond in the sum above-named, conditioned that the Principal(s) will warrant the performance and guarantee workmanship and materials used in the construction of streets, alleys, storm drainage systems, sewer lines, manholes, and side sewers, and water mains, valves, hydrants, and appurtenances, by making repairs, correcting deficiencies, and performing emergency maintenance on such public facilities for a period of not less than twelve (12) months from the date of connection to public system. Principal(s) further agree(s) to promptly reimburse the City of Port Angeles for all emergency repairs and/or maintenance necessary, to preserve and maintain public safety and welfare. All necessary repairs shall be performed by the Principal(s) on receipt of seven (7) days' written notice from the Director of Public Works and Utilities directing the performance of such work. At the end of the twelve (12) month period of maintenance by the Principal(s), the Director of Public Works will, upon request by the Principal(s), inspect subject public facilities and, if in condition satisfactory to the said Director of Public Works and Utilities, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the Seal and signature of said Principal(s) is/are hereto affixed and attested to by its duly authorized Attorney-in-Fact and Agent at _____, this _____ day of _____, 20__.

Principal

By: _____

Surety

By: _____

“URBAN SERVICES STANDARDS AND GUIDELINES”
CITY OF PORT ANGELES – PUBLIC WORKS & UTILITIES DEPARTMENT



**PUBLIC IMPROVEMENTS -
PLAN REVIEW CHECKLIST**

PROJECT NAME: _____

Not Appl.	OK	Missing	Review Item
GENERAL			
			VICINITY MAP
			LEGEND (APWA STANDARD SYMBOLS)
			NORTH ARROWS
			SCALE BAR
			DATUM - BENCH MARK ELEVATION AND LOCATION
TITLE BLOCK			
			TITLE
			DESIGN BY:
			DRAWN BY:
			DATE:
			CHECKED BY:
			PORT ANGELES DRAWING NUMBER:
			SIGNATURE APPROVAL BLOCK: APPROVED FOR CONSTRUCTION BY: _____ DATE: _____ APPROVAL EXPIRES: CITY ENGINEER
			NUMBER OF TOTAL SHEETS
			SECTION, TOWNSHIP, AND RANGE or BLOCK, LOT, TPA
			ENGINEER'S STAMP (SIGNED AND DATED)
			PROJECT TITLE COVER SHEET and SHEET INDEX
			UTILITY SYSTEM MAP - SHOWING ALL PROPOSED UTILITY CHANGES ON ONE DRAWING (1"=300')
			PLANS SUBMITTED ON 24" BY 36" SHEETS
			DETAIL SHEET(S)
			ENGINEERING CALCULATIONS AND BASIS FOR DESIGN
			TRAFFIC CONTROL PLAN - PER MUTCD
			COORDINATES FOR THE PROJECT, AS NEEDED
PLAN STANDARD ITEMS			
			CENTERLINE STATIONS
			EDGE OF PAVEMENT AND WIDTH
			RIGHT-OF-WAY AND WIDTH
			PROPOSED SURVEY MONUMENTATION LOCATIONS
			SIDEWALK AND WIDTH
			MATCH LINES
			ROADWAY TYPICAL SECTIONS
			EXISTING UTILITIES (ABOVE AND BELOW GROUND)
			COORDINATES (TWO KNOWN POINTS)

Not Appl.	OK	Missing	Review Item
			ADJACENT PROPERTY LINES, OWNERSHIPS AND PARCEL NUMBER
			IDENTIFY WHERE TO MATCH EXISTING
			DEFINE SURVEY BASELINE (BASIS OF BEARINGS)
			EASEMENTS
			STATIONS AND OFFSETS FOR STRUCTURES
			FLOW DIRECTION ARROWS
			IDENTIFY STREET NAMES, RIGHT-OF-WAY, PARCELS, HOUSE NUMBERS AND LOTS
			PROFILE GRADES (DECIMAL FT/FT OR PERCENTAGE)
			EXISTING GROUND
			SCALE (HORIZONTAL AND VERTICAL)
			STATIONING
			EXISTING UTILITIES
			VERTICAL CURVE DATA
			VERTICAL ELEVATION INCREMENTS AND GRID
SANITARY SEWER			
PLAN VIEW:			
			SYSTEM MAP (1"=300') SHOWING EXISTING AND PROPOSED LINE SIZES, MANHOLES, ETC.
			STATION SHOWN AT EACH MANHOLE
			MANHOLES NUMBERED
			MANHOLE TYPE DESIGNATION
			FLOW DIRECTION WITH ARROW ON PIPE
			DEPTH AT PROPERTY LINE AND DISTANCE FROM DOWNSTREAM MANHOLE FOR SIDE SEWER
			DISTANCE FROM WATER LINES
PROFILE VIEW:			
			MANHOLES NUMBERED
			INVERT IN AND OUT ELEVATION TO NEAREST 1/100 FOOT
			RIM ELEVATION
			GRADES SHOWN TO DECIMAL FORM FT/FT OR PERCENTAGE
			TYPE OF PIPE
			SIZE OF PIPE
			LENGTH OF PIPE IN L.F. TO NEAREST 1/10 FOOT
			EXISTING UTILITIES SHOWN
WATER			
PLAN VIEW:			
			SYSTEM MAP (1"=300') SHOWING EXISTING AND PROPOSED LINE SIZES, VALVES AND HYDRANTS
			CONFLICTS WITH EXISTING UTILITIES
			FIRE HYDRANT LOCATIONS
			BLOW-OFF LOCATIONS
			VACUUM AND AIR RELEASE VALVES
			TEES, CROSSES, ELBOWS, ADAPTERS, AND VALVES NEED COUPLING TYPE
			METER LOCATIONS AND SIZES
			FIRE DEPARTMENT CONNECTIONS
			THRUST BLOCKING REQUIRED AT ALL FITTINGS INCLUDING IN-LINE VALVES
			DISTANCE TO SEWER
PROFILE VIEW:			

Not Appl.	OK	Missing	Review Item
			EXISTING UTILITY CROSSINGS
			SHOW FIXTURES SUCH AS HYDRANTS, VALVES, BLOW-OFF, ECT.
			SIZE OF WATERMAIN
			LENGTH OF WATERMAIN IN L.F. TO NEAREST 1/10 FOOT
			ENGINEERED DESIGN GRADE OF FLOW LINE (FT/FT or %)
STORM DRAINAGE			
DRAINAGE AND EROSION CONTROL PLAN			
			SITE SOIL CONDITIONS - GEOTECHNICAL REPORT, AS REQUIRED
			SITE MAP WITH TOPOGRAPHIC FEATURES: <ul style="list-style-type: none"> ● PROJECT BOUNDARIES ● BASIN BOUNDARIES ● MAJOR DRAINAGE FEATURES ● 100 YEAR FLOOD PLAIN ● ENVIRONMENTALLY SENSITIVE AREAS ● LOCATION OF WELL WITHIN 1,200 FEET OF PROPOSED RETENTION/DETENTION FACILITIES ● LOCATION OF EXISTING AND PROPOSED FUEL TANKS ● EXISTING AND PROPOSED ON-SITE SANITARY SYSTEMS WITHIN 100 FEET OF PROPOSED RETENTION/DETENTION FACILITIES ● EASEMENTS FOR EXISTING AND PROPOSED UTILITIES ● PROPOSED STRUCTURES INCLUDING ROADS AND PARKING SURFACES ● LOT DIMENSIONS AND AREAS ● COUNTOURS OF EXISTING AND PROPOSED FINAL
			DETAILS OF SILTATION PONDS AND CHANNELS
			SITE PLAN SHOWING FLOW DIRECTIONS, MAX. VELOCITIES AND CHANNEL SLOPES
			LOCATION OF CHECK DAMS, FILTER FABRIC AND OTHER BMP'S RECOMMENDED
			MULCHING AND VEGETATION PLAN
			MAINTENANCE SCHEDULE OF ALL DRAINAGE FACILITIES
			COPY OF INSURANCE
			SECURITY BOND, AS REQUIRED BY CITY ENGINEER
			METHOD OF CONSTRUCTION ACCESS CONTROL TO BE EMPLOYED
			VICINITY MAP
			ENGINEER'S CONSTRUCTION ESTIMATE
			LIMITS OF CLEARING AND GRADING
			CONSTRUCTION SEQUENCE
			HYDRAULIC CALCULATIONS
PLAN VIEW:			
			STATION AND NUMBER OF EACH MANHOLE AND CATCH BASIN
			MANHOLE AND CATCH BASIN TYPE AND SIZE
			FLOW DIRECTION WITH ARROW ON PIPE
			SIZE OF PIPE
PROFILE VIEW:			
			MANHOLE AND CATCH BASIN RIM ELEVATION
			TYPE AND SIZE OF PIPE
			LENGTH OF PIPE IN L.F. TO NEAREST 1/10 FOOT
			STATION AND NUMBER OF EACH MANHOLE AND CATCH BASIN
			INVERT ELEVATION IN AND OUT OF MANHOLE AND CATCH BASIN
			GRADES IN FT/FT OR PERCENTAGE
			DESIGN VELOCITY IN PIPE
MAINTENANCE REPORT			
			REQUIRED TYPE AND FREQUENCY OF LONG-TERM MAINTENANCE
			IDENTIFICATION OF RESPONSIBLE MAINTENANCE ORGANIZATION
			FREQUENCY OF SEDIMENT REMOVAL

Not Appl.	OK	Missing	Review Item
			CLEANING OF CATCH BASINS
			VEGETATION CONTROL
			ANNUAL COST ESTIMATE OF MAINTENANCE
STREET			
PLAN VIEW:			
			IDENTIFY SURROUNDING PARCELS, OWNERSHIPS AND HOUSE NUMBERS
			FLOW DIRECTION ARROWS AT CURB RETURNS SHOWING GRADE
			SPOT ELEVATIONS ON CURB RETURNS
			STATION PC, PT, PI, AND INTERSECTIONS
			CURVE INFORMATION DELTA, RADIUS, LENGTH, AND TANGENT
			BEGIN CURVE RADIUS AND END CURVE RADIUS
			IDENTIFY ALL FIELD DESIGN SITUATIONS
			MATCH EXISTING, FLOW DIRECTIONS AND ELEVATIONS
			TYPICAL SECTIONS
PLAN VIEW:			
			PAVEMENT MARKING DETAILS WITH STATIONS AND OFFSETS
			SIDEWALKS LOCATION AND TYPE
			DRIVEWAY ENTRANCES LOCATION AND TYPE
			ROADWAY MATERIALS, LOCATION AND WIDTH
			HANDICAP RAMPS - DETAIL AND TYPE
PROFILE VIEW:			
			VERTICAL INFORMATION ON VPI, BVC, EVC, AP, LOW POINT, HIGH POINT
			SHOW GRADES IN DECIMAL FORM WITH (+ OR -) SLOPE (CURB RETURN PROFILES)
			SUPER ELEVATED ROADWAYS: <ul style="list-style-type: none"> ● DETAIL-SHOW TRANSITIONS, ● SPECIAL DETAIL SHOWING GUTTER FLOWING ADEQUATELY
ILLUMINATION AND SIGNALS			
LIGHTING			
			STATION AND OFFSET TO FIXTURES
			POLE TYPE, INCLUDING MANUFACTURER AND MODEL NUMBER
			MOUNTING HEIGHT, ARM LENGTH, ANCHOR BOLT SIZE AND PATTERN
			POWER SOURCE, SIZE OF WIRE, TYPE CONDUIT, LINE LOSS CALCS.
			LUMINAIRE TYPE AND LAMP WATTAGE
			LOCATION OF SERVICE DISCONNECTS
			J-BOX LOCATIONS
SIGNALS			
			FOLLOW WSDOT SPECS
			STATION AND OFFSET TO SIGNAL BASE, CABINETS, PED. LEAD, LOOPS, ETC.
			WIRING SCHEDULE
			SIGNAL HEADS AND MOUNTING ASSEMBLY
			DETECTION LOOPS
			OPTICOM
			CONTROL CABINET, SIZE AND LAYOUT
			POWER SOURCE
			CONDUIT
			WIRE SIZE AND TYPE
			CONSTRUCTION NOTES
			J-BOX SCHEDULE
			PEDESTRIAN SIGNAL TYPE AND PUSH BUTTON

Not Appl.	OK	Missing	Review Item
			CONTROLLER TYPE, CONFIGURATION, AND WIRING SCHEMATIC
			EASEMENTS AND/OR DEDICATION DEEDS
			CONTRACT DOCUMENTS/SPECIFICATIONS
			FEEES FOR PLAN CHECK AND INSPECTION
			UTILITY CONNECTIONS
			PERMITS FOR RIGHT-OF-WAY
			CLEARING AND GRADING
			BUILDING
			ELECTRICAL
ADDITIONAL DATA:			
			SURVEY MONUMENTATION AND DETAILS
			GENERAL NOTES AND CONSTRUCTION NOTES
			FIELD VERIFY NOTE ON DRAWING - EXPOSE CONNECTION POINTS AND VERIFY FITTINGS 48 HOURS PRIOR TO SHUT DOWN
			CALL BEFORE YOU DIG NOTE
			SIGNING-TEMPORARY AND PERMANENT
			CHANNELIZATION
			LOCATION OF MAILBOXES
			LOCATION OF SCHOOL BUS STOPS AND TRANSIT STOPS
			CHECKLIST PREPARED BY: _____ DATE: _____
			CHECKLIST REVIEWED BY: _____ DATE: _____

Additional Comments: _____



RIGHT OF WAY USE PERMIT APPLICATION

NAME OF APPLICANT _____ DATE _____

MAILING ADDRESS _____

PHONE NUMBER _____

STREET ADDRESS OF PROPOSED STREET USE _____

DESCRIPTION OF REQUEST (include drawings required for clarity): [If street closure is requested, please state the name of the street and limits of closure, together with the duration of closure.]

IS THE USE TEMPORARY OR PERMANENT? _____

HOW LONG WILL THE OBSTRUCTION BE IN PLACE? _____

WHAT ARE THE HOURS OF OPERATION? _____

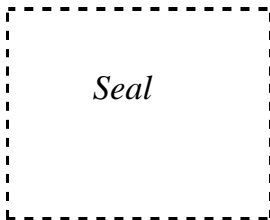
HOW IT WILL BE LIGHTED? _____

EXPLAIN THE NECESSITY TO USE THE PUBLIC STREET, SIDEWALK OR PLANTING STRIP. ARE THERE ALTERNATE AREAS THAT COULD BE USED?

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

In compliance with the Port Angeles Municipal Code, and in consideration of the issuance by the City of Port Angeles of a Right Of Way Use Permit to the undersigned allowing the placement of the above described street use or obstruction, the undersigned for himself and for his successors in interest, hereby agrees to indemnify, hold harmless, and defend the City of Port Angeles against any claims or lawsuits for personal injury or property damage arising out of, or in any way connected with, the placement of the use or obstruction on the City street, sidewalk, planting strip, or right of way

DATED this _____ day of _____, 20_____



Applicant

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____

(This permit, if approved, may be terminated by the City of Port Angeles without cause and at any time)

[OFFICE USE ONLY]

Date application received _____ Fee paid \$ _____ Receipt # _____

Date Certificate of Insurance per PAMC 11.12.140(B) received _____

Agreement to Remove Encroachment signed and on _____ N/A _____

and recorded on _____ N/A _____

Application reviewed and recommendation by City Engineer _____ Date _____
is to deny or approve and with the following conditions: _____

Application approved or denied by the Director of Public Works _____ Date _____

Approved copies to: Applicant Fire Police Street Other _____ Address file

RUP# _____

RIGHT OF WAY USE PERMIT FACT SHEET

Public Works & Utilities

WHAT IS IT?

A Right of Way (Street Use) Use Permit is used to allow certain approved uses of, and obstructions to be placed within, the public right of way. A public right of way includes improved and unimproved streets, alleys, planting strips, and sidewalks. The purpose of the permit is to ensure that structures or uses do not obstruct, hinder, jeopardize, injure or delay the use of the right-of-way for its primary function of vehicular and pedestrian travel. The permit is not a Right of Way Construction Permit; it only provides the approval to use the public right-of-way for a specific period of time. A Right of Way Construction Permit is required for construction or excavation work within the public right of way. The information in this handout is only a partial summary of relevant City Ordinances and Codes. It is recommended that you review the Port Angeles Municipal Code (PAMC) and Urban Services Standards and Guidelines, as well as consult with Permit Counter Staff to assure that your proposal is compatible with the relevant requirements.

STREET USES NOT NEEDING A PERMIT

- Merchandise being moved into or out of an adjacent business, provided that such merchandise does not remain on the sidewalk or planting strip for more than 30 minutes;
- Obstructions placed within the right of way by the City for a public purpose;
- Newspaper dispensers or news racks;
- Solicitation by civic or non-profit organizations;
- Landscaping which is semi-permanent in nature and can be removed from the sidewalk area or planting strip. Such landscaping is to be less than 30" above the established grade at the curb or roadway shoulder. It includes fences which are up to 30" in height but allow room for pedestrian travel and car doors to open;
- Permitted street musicians, provided the normal public use of the right-of-way is not interfered with.

STREET USES NEEDING A PERMIT

- Benches placed by private parties;
- Litter receptacles placed by private parties;
- Clocks;
- Bicycle racks placed by private parties;
- Telephone booths;
- Most landscaping (see exceptions noted above), including street trees;
- Any other obstruction sought to be placed upon a sidewalk or within a planting strip and determined by the city to provide a public benefit;
- Additions to the facades of existing buildings which are built up to the right-of-way line of the street, provided that such addition shall not exceed 6" in depth;
- Sidewalk cafes, provided that such permit shall last for one calendar year and must be renewed each year;
- Most fences (see exceptions noted above), retaining walls, terracing, and other similar structures;
- A property owner adjacent to an unimproved street may request a one-year permit for the use of up to half of the adjacent right of way. These permits must be renewed each year;
- Where use of the sidewalk, planting strip, and/or street area is necessary for construction work which is being conducted on private property, and where a Right of Way Constuction permit is not required, such temporary devices as scaffolding, barricades and/or pedestrian walkways may be permitted under conditions as specified by the City Engineer;
- Retail stands which are approved in accordance with PAMC 17.26.
- Exhibitions sponsored by civic, charitable, or other non-profit organization or be a civic event as defined by the City Manager.

APPLICATION INFORMATION:

An application for a Right of Way Use Permit is available either at the Public Works and Utilities Department Counter on the second floor of City Hall, 321 E. 5th Street, or the Permit Counter on the first floor of City Hall. A complete application shall include, but is not limited to, the following as applicable:

- Name and address of applicant;
- Description of the obstruction;
- Drawings and/or specifications of the obstruction;
- Explanation of the necessity to use the public right of way;
- Hold harmless agreement;
- Proof of insurance naming the city as additional insured, except for benches, litter receptacles, bicycle racks, private planters, other landscaping, fences, walls and others as approved;
- Execution of Agreement to Remove Encroachment for permanent structures placed within the public right of way including, but not limited to, fences over 30", rockeries, walls, stairs and ramps;
- Non-refundable fee(s), as listed in PAMC 3.70.110, Street Use Permit Fees.

APPLICATION REVIEW

A completed application will be reviewed by the Public Works and Utilities Engineering Services Division to see if all of the required information is on your application. All permits are routed for review by various departments of the City prior to issuance of the permit. Initial review may take up to three weeks.

Depending on the proposed use, additional permits may be required a Right of Way Use Permit is approved. These could include a building or sign permits.

The Engineering Services Division will inspect the work to assure that the conditions of the permit and City Ordinances and Codes are met.

EXPIRATION OF PERMIT

Most Right of Way Use Permits are a one-time-only permit and last for the duration of the structure or use. Exceptions are sidewalk cafes, annual events, use of unopened right of way, and temporary use permits.

All permits are subject to termination at any time without cause upon written notification from the City. As a practical matter, this means that the use would have to be stopped if an overriding public use of the right-of-way came into conflict with the permitted use or the conditions of the permit are not being met.

STREET CLOSURES

Streets may be closed temporarily if the closure is determined to be a benefit to the public or necessary for public health, safety, or welfare.

INSURANCE REQUIREMENTS

- Provide and maintain in force a certificate of insurance with limits not less than the following: personal injury insurance of \$300,000 per person, \$300,000 per incident, and \$100,000 property damage. The City shall further be provided with an endorsement to such policy, naming the City as an additional insured.
- Exceptions: Insurance is not required for the following: benches, litter receptacles, bicycle racks, private planters, other landscaping, fences, walls, and others so exempted by the Director of Public Works and Utilities.

PERFORMANCE AND PAYMENT BOND

Bond to the City of Port Angeles and

Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____, as Principal, and _____, a corporation, organized and existing under the laws of the State of Washington, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations as surety, are jointly and severally held and firmly bound to the City of Port Angeles and _____, in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances of the City of Port Angeles.

DATED at _____, Washington, this ____ day of _____, _____.

The conditions of the above obligation are such that:

WHEREAS, the City of Port Angeles has let a certain right-of-way permit to _____, ROW Permit # _____ authorizing construction of certain improvements within public right-of-way, which will be dedicated to the public and _____, has let or is about to let to the said _____, the above-named principal, a certain contract, the said contract being numbered _____, and providing for the construction of the improvements to be constructed in the City of Port Angeles right-of-way and dedicated to public use, which contract is referred to herein and is made part hereof as though attached hereto; and,

WHEREAS, the principal has accepted, or is about to accept, the said contract, and undertake to perform the work herein provided for in the manner and within the time set forth; NOW, THEREFORE,

If the Principal, _____, shall faithfully perform all of the provisions of said contract in the manner and within the time set forth, or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply said Principal or subcontractors with the provisions and supplies for the carrying on of said work, and shall indemnify and hold the City of Port Angeles and _____ harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one (1) year after its acceptance hereof by City of Port Angeles and _____, then and in that event, this obligation shall be void; but other-wise, it shall be and remain in full force and effect.

Signed this _____ day of _____, _____.

SURETY

PRINCIPAL

By _____

By _____

Title _____

Title _____



RIGHT OF WAY CONSTRUCTION PERMIT APPLICATION

NAME OF APPLICANT _____ DATE _____

MAILING ADDRESS _____

PHONE NUMBER _____

STREET ADDRESS OF PROPOSED WORK _____

DESCRIPTION OF WORK (include drawings required for clarity): [If street closure is requested, please state the name of the street and limits of closure, together with the duration of closure.]

WHAT IS THE ESTIMATED COST OF THE PROJECT? _____

WHAT IS THE ESTIMATED DURATION OF THE PROJECT? _____

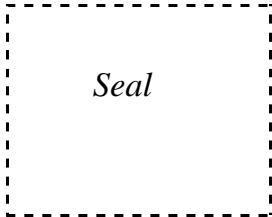
WHAT ARE THE HOURS OF WORK? _____

LIST THE CONTRACTOR OR CONTRACTORS THAT WILL BE DOING THE WORK:

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

In compliance with the Port Angeles Municipal Code, and in consideration of the issuance by the City of Port Angeles of a Right Of Way Use Permit to the undersigned allowing the placement of the above described street use or obstruction, the undersigned for himself and for his successors in interest, hereby agrees to indemnify, hold harmless, and defend the City of Port Angeles against any claims or lawsuits for personal injury or property damage arising out of, or in any way connected with, the placement of the use or obstruction on the City street, sidewalk, planting strip, or right of way

DATED this ____ day of _____, 20____



Applicant

NOTARY PUBLIC for Washington,
residing at _____
My commission expires: _____

(This permit, if approved, may be terminated by the City of Port Angeles without cause and at any time)

[OFFICE USE ONLY]

Date application received _____ Fee paid \$ _____ Receipt # _____

Date Certificate of Insurance per PAMC 11.08.110 received _____

Temporary Traffic Control Plan Approved on _____ N/A _____

Performance Bond Received on _____ N/A _____

Application reviewed and recommendation by City Engineer _____ Date _____
is to deny or approve and with the following conditions: _____

Approved copies to: Applicant Fire Police Street Other _____ Address file

RCP# _____