



APPLICATION FOR A  
**FLOODPLAIN PERMIT**

City of Independence  
555 S. Main St./ P.O. Box 7  
Independence, OR 97351  
Phone 503-838-1212 / Fax 503-606-3282

| OFFICE USE ONLY                |           |
|--------------------------------|-----------|
| Permit #:                      | Date Rec: |
| Land Use Fee:                  | \$200.00  |
| Admin. Fee (10% or \$500 Max): | \$20.00   |
| Total Fee:                     | \$220.00  |

**GENERAL INFORMATION**

|  |                       |
|--|-----------------------|
| Project Address:   | Nearest Cross Street: |
| Tax Map:   | Tax Lot(s):           |
| Site Size:   | Site Dimensions:      |
| Project Summary (Attach Additional Sheets if Necessary): |                       |
|  |                       |
|  |                       |

**PROPERTY OWNER**

|                  |        |        |
|------------------|--------|--------|
| Name:            |        |        |
| Mailing Address: |        |        |
| City:            | State: | Zip:   |
| Phone:           | Cell:  | Email: |

**APPLICANT**

|                                |        |        |
|--------------------------------|--------|--------|
| Name:                          |        |        |
| Business Name (if Applicable): |        |        |
| Mailing Address:               |        |        |
| City:                          | State: | Zip:   |
| Phone:                         | Cell:  | Email: |

Applicant's Interest in Property:

**SIGNATURES**

**THE PROPERTY OWNER(S)/APPLICANT(S) SHALL CERTIFY THAT:**

- A. The request does not violate any deed restrictions that may be attached to or imposed upon the subject property.
- B. If the application is granted, the Applicant will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
- C. All the above statements and the statements in the site plan, attachments and exhibits transmitted herewith are true. The applicant(s) acknowledge that any permit issued on this application may be revoked if it be found that any such statements are false.

Signature of Each Property Owner and Applicant (Husband/Wife/Contract Purchaser/etc.):

|             |            |       |
|-------------|------------|-------|
| Print Name: | Signature: | Date: |
|             |            |       |
|             |            |       |
|             |            |       |

## APPLICATION TYPE

### A. Structural Details

**Activity:**

- New Structure
- Addition\*
- Alteration\* (includes repairs or improvements)
- Relocation\*\*
- Demolition
- Replacement

*\*An alteration includes the repair or improvement of a structure. If the value of an addition or alteration to a structure equals or exceeds 50% of the value of the structure before the addition or alteration, the entire structure must be treated a substantially improved structure.  
\*\*A relocated structure must be treated as new construction.*

**Structure Type:**

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Residential            | _____ Number of Units                 |
| <input type="checkbox"/> Non-Residential        | <input type="checkbox"/> Elevated     |
|   | <input type="checkbox"/> Floodproofed |
| <input type="checkbox"/> Mixed Use              |                                       |
| <input type="checkbox"/> Manufactured Home      |                                       |
| <input type="checkbox"/> Recreational Vehicle   |                                       |
| <input type="checkbox"/> Garage                 | <input type="checkbox"/> Attached     |
|   | <input type="checkbox"/> Detached     |
| <input type="checkbox"/> Other (please specify) | _____                                 |

### B. Project Components

- Clearing     Fill     Mining     Drilling     Grading     Dredging
- Excavation or Removal of Fill (Except for Structural Development Checked Above)
- Watercourse Alteration                       Drainage Improvement (including culvert work)
- Individual Water or Sewer System                       Road, Street, or Bridge Construction
- Fencing     Utilities
- Subdivision (New or Expansion) or Partition     Other (Please Specify): \_\_\_\_\_

## PROJECT DETAILS (PLEASE FILL OUT ALL THAT APPLY)

- A. Details for anchoring structures (type of anchoring used and location of anchoring):  
\_\_\_\_\_
- B. Details of floodproofing or elevation of utilities. Provide the elevation of the utilities or the elevation to which the utilities will be floodproofed. If floodproofed, provide details regarding how the utilities will be floodproofed (describe the type of floodproofing used or manner in which the utilities will be floodproofed):  
\_\_\_\_\_
- C. Exact location(s) on structure of all flood openings, if required. Include the elevation of the bottom of the flood opening(s), the size of the openings, and note if engineered flood opening(s) will be used. (Provide a reference diagram, in site plan or drawings):  
\_\_\_\_\_
- D. Types of water-resistant materials used below the first-floor and portions of the structure they will be applied to: \_\_\_\_\_
- E. For alterations or additions to existing structures:  
 Estimate of Cost for Alteration or Addition<sup>1</sup>: \_\_\_\_\_
- F. For non-residential construction:  
  - Type of floodproofing method: \_\_\_\_\_
  - Required floodproofing elevation is: \_\_\_\_\_ feet NGVD.
  - Floodproofing certification by a registered engineer attached?     Yes     No

G. For projects that alter landforms or change a water course:

- Amount of fill to be placed: \_\_\_\_\_.
- Top of new compacted fill elevation: \_\_\_\_\_ ft. (NGVD29/NAVD 88)
- If the proposed development activity will result in a change in water elevation, what is the change in water elevation (in feet) \_\_\_\_\_ increase/decrease (circle whichever applies).

<sup>1</sup> PLEASE NOTE: Cost of construction estimates must include all structural elements, interior finish elements, utility and service equipment, labor and other costs associated with demolishing, removing, or altering building components, and construction management. As well as any improvements being made to repair damage that go beyond just making repairs to return to pre-damaged conditions.

### REQUIRED SUBMITTALS

- Complete application
- Applicable fees
- Agreement for Payment of Land Use Application Fees (notarized).
- Plans drawn to scale, with elevations of the project area and the nature, location, dimensions of existing and/or proposed structures, earthen fill placement, any watercourse or landform alterations, storage of materials or equipment and drainage facilities. Plans shall include location of all water bodies, adjacent roads, lot dimensions, as well as, delineation of Special Flood Hazard Areas, regulatory Floodway boundaries including Base Flood Elevations (when available), or flood depth in AO zones.
- Copies of all required local, state, and federal permits. All required local, state, and federal permits must be approved before the floodplain development permit is approved.
- A complete pre-construction Elevation Certificate signed and sealed by a registered professional surveyor.
- Certification from a registered professional engineer that any proposed non-residential floodproofed structure will meet the floodproofing criteria of the City of Independence and Oregon Specialty Code requirements, if applicable.
- For projects that impact a mapped floodway, a copy of "no-rise certification" from registered professional engineer or a FEMA approved CLOMR.

### FLOOD HAZARD INFORMATION - OFFICE USE ONLY

- A. The proposed development is located on FIRM Panel: \_\_\_\_\_ (number and suffix), Dated: \_\_\_\_\_.  
The proposed development is located partially or fully within the horizontal boundaries of the Special Flood Hazard Area, Zone(s): \_\_\_\_\_ (A, A1-30, AE, AO, AH, AR, A99, V, V1-30, or VE)
- B. The one-percent-annual chance (100 year) flood elevation at this site is: \_\_\_\_\_ ft NGVD 29 / NAVD 88 (circle the correct datum), source: \_\_\_\_\_. Note if none available
- C. Is the proposed development located partially or fully within a designated Floodway: Yes No
- D. If "Yes", then is this proposal for:
  - Temporary encroachment (less than 30 days from May to September)
  - Fish habitat restoration or enhancement\*
  - Fence (type and material: \_\_\_\_\_)

\*For habitat restoration projects a rise in elevation may be allowed if a CLOMR is approved by FEMA. Permit shall not be issued, until FEMA approval is received.

If "Yes" was answered to (D) above, then is a "No Rise Certification" with supporting engineering hydrologic and hydraulic data attached?  
Yes No
- E. Are other federal, state, or local permits required? Yes No  
If yes, which ones: \_\_\_\_\_

**After Signing Return To:**

City of Independence  
PO Box 7  
Independence, OR 97351

Send Statement To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT FOR  
PAYMENT OF LAND USE APPLICATION FEES**

CITY OF INDEPENDENCE  
\_\_\_\_\_

(“City”)  
 (“Developer”)

**RECITALS**

1. Developer has submitted a Land Use Application for \_\_\_\_\_, (“Application”) pertaining to real property located at \_\_\_\_\_, within the City of Independence, Polk County, Oregon, and as more particularly described in the legal description attached as Exhibit A (Property).
2. The parties acknowledge that Developer has paid the base fee and costs as established in the latest Fee Schedule adopted by the City of Independence as part of Developer’s Application.
3. The Developer acknowledges that the payment of the base fee may not cover the City’s costs associated with processing the Application, and additional fees may be incurred. The Developer further agrees to pay these additional fees in the manner specified within this Agreement.

**AGREEMENT**

Based upon the above recitals, the parties agree as follows:

**Section 1. Payment.**

In consideration of the City requiring only a minimum base fee in order to begin processing the Developer’s application, the Developer agrees to pay all City costs associated with processing the Application, including technical and legal review and public notice costs, over the base fee amount, on a monthly basis. Said costs shall include but not be limited City’s planning, public works, engineering, administration, legal, wetland specialists, geologists, biologists, arborists, and any other services provided in processing the Application, at the rate(s) charged to the City.

**Section 2. Binding Effect.**

The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

**Section 3. Remedies.**

Failure to pay City costs over the base fee amounts, as charged monthly by the City, shall result in the City pursuing any and all legal remedies available, including but not limited to placing a lien on the Property in the amount owed; prosecution for a violation of the adopted Fee Schedule, City Zoning Code, and Subdivision Regulations; issuance of a stop work order and/or non-issuance of building permits for Property; and turning the amount owed over to a collection agency.

**Section 4. Arbitration.**

If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this Agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Polk County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

**Section 5. Attorney Fees and Costs.**

If suit, action or arbitration is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover, and the losing party shall hereby agree to pay, reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for the City to contract for the services of an attorney to enforce any provision of the Agreement without initiating litigation, the Developer agrees to pay City's attorney fees so incurred.

CITY OF INDEPENDENCE:

DEVELOPER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OREGON    )  
                              ) ss.  
County of Polk        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, an authorized representative for CITY OF  
INDEPENDENCE.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON    )  
                              ) ss.  
County of Polk        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon