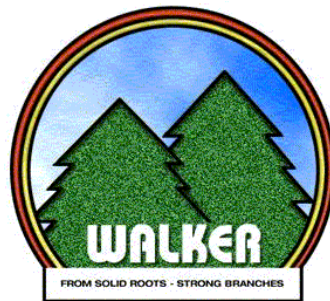




Stormwater Permit Application Packet

Per Chapter 67 of the Walker City Code of Ordinances



City of Walker Engineering Department
4243 Remembrance Rd NW
Walker, MI 49544
Phone: (616) 453-6311
Fax: (616) 791-6808

City of Walker
Stormwater Permit Application Packet

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City of Walker
4243 Remembrance Rd NW
Walker, MI
49544

Stormwater Contacts

ENGINEERING DEPARTMENT: General #: 453-6311

Scott C Conners P.E.
City Engineer
P:(616) 791-6792
F: (616) 791-6808
sconners@ci.walker.mi.us

Bonnie Broadwater
Engineering Programs Coordinator
P: (616) 791-6327
F: (616) 791-6808
bbroadwa@ci.walker.mi.us

DEPARTMENT OF PUBLIC WORKS: General #: 791-6854

Mark Koning
Director of Public Works
P: (616) 791-6868
F: (616) 791-6791
mkoning@ci.walker.mi.us

Gary Postema
Deputy Director of Public Works
P: (616) 791-6867
F: (616) 791-6791
gpostema@ci.walker.mi.us

KENT COUNTY DRAIN COMMISSION:

Roger Laninga
Drain Commissioner
1500 Scribner Ave
GR, MI 49504
P: (616) 336-3688
F: (616) 336-3575
drain-info@kentcounty.org

City of Walker Engineering Department Stormwater Permit Application Checklist

To Issue Permit:

- Permit Application
- Letter of Authorization
- 2 complete site plans (reviewed by Enclosed Stormwater Plan checklist)
- Stormwater Management Plan & Maintenance Agreement
- Permit Fees
- \$5000 Letter of Credit, Bank Certified Check or Cash Deposit
- Acquired Soil Erosion & Sedimentation Control Permit.

To Close Permit:

- Site complete & Vegetated
- Submission of Asbuilt Certification(s)
- Submission of Digital Stormwater Asbuilt(s)

Forms and Applications can be found at:

www.ci.walker.mi.us

Program Contact:

Bonnie Broadwater
City of Walker Engineering Department
4243 Remembrance Rd NW
Walker, MI 49544
(p) 616.791.6327
(f) 616.791.6808

bbroadwa@ci.waker.mi.us

City of Walker
Stormwater Permit
(Type or Print Clearly)

Application Fee:		Receipt #:	
Date Paid:		Permit #:	
Approved By:		Approval Date:	

For office use only (above)

Location of Earth Change:

Property Address: _____
 Permanent Parcel Number (PPN): _____

Size of Parcel(s): _____ acres. Disturbed Area: _____ acres.
 Duration of Project: Start Date: _____
 Finish Date: _____

Applicant:

Name: _____
 Company: _____
 Address: _____ City _____ State/Zip _____
 Phone: _____ Fax: _____

Name of Property Owner on Record, If other than applicant:

Name: _____
 Address: _____ City _____ State/Zip _____
 Phone: _____ Fax: _____
 Emergency Contact #: _____

Name of individual "On Site" responsible for earth change:

Name: _____
 Company: _____
 Address: _____ City _____ State/Zip _____
 Phone: _____ Fax: _____
 Cell: _____

Name of "On Site" Stormwater Operator that will be conducting inspections:

Note: Inspections are to be conducted once a week and once within 24 hours of each rain event and submitted to the City of Walker Engineering Department.

Name: _____
 Company: _____
 Address: _____ City _____ State/Zip _____
 Phone: _____ Fax: _____
 Cell: _____

Construction Site Stormwater Operator registration number assigned by Department of Environmental Quality: # _____

Project Site Plans:

NOTE: *Two (2) sets of complete plans must be attached.*

Company Name : _____

Professional Engineer Responsible for Work: _____

Address: _____ City _____ State/Zip _____

Phone: _____ Fax: _____

Cell: _____

Company Name: _____

I (we) affirm that the above information is accurate and that I (we) will conduct the above described earth change in accordance with Chapter 67 of the City of Walker Code of Ordinances.

Applicant Signature: _____ Date: _____

Print Name: _____

**City of Walker
Engineering Department
4243 Remembrance Rd NW
Walker, MI 49544
(616) 543-6311**

**Stormwater Discharge Permit
Letter of Authorization**

Name of Project: _____

Location of Project: _____

Permanent Parcel #: _____

As owner of the property described above, I authorize the person indicated below to act on my behalf for the purpose of this application for a Stormwater Discharge Permit pursuant to Chapter 67 of the Walker Code of Ordinances. I assume final responsibility for all completed work and understand that liability arising from any unlawful earth change will be assessed against me.

Owner's Signature: _____ **Date:** _____

Owner (Print or Type Name): _____ **Date:** _____

Owners Authorized Agent (Print or Type Name): _____

Company Name: _____

City of Walker
Engineering Department
4243 Remembrance Rd NW
Certification
Walker, MI 49544
(616) 543-6311

Stormwater As-Built

(Print Clearly or Type):

Permit # _____

Project Name: _____

Project Location: _____

Select One:

- I hereby certify that all components of this stormwater management system have been built in accordance with the approved plans and specifications.

- There are deviations from the approved plans. I certify that the changes will not have any effect on design by producing any addition to flow, rate, velocity of storm water, or frequency and level of high water mark. The changes are listed on the plan in red and itemized in the attached narrative.

Name

Signature

Company Name

Michigan Registration #

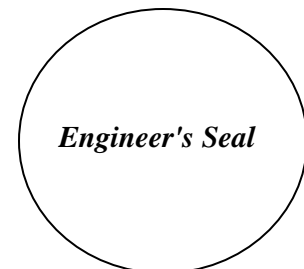
Company Address

Date

City/State/Zip

Telephone #

Fax



Please Note: Digital Asbuilts are required to be submitted to the City of Walker. See Asbuilt submission form.

City of Walker

Street Improvement & Stormwater As-Built Submission Form

In order to keep the City of Walker's Regional Geographic Information System (REGIS) updated with the most current information, stormwater as-builts are required to be submitted to the **City of Walker Engineering Department, 4243 Remembrance Rd NW, Walker MI, 49544.**

The as-builts are to be submitted digitally on a CD in either a .JPEG or .TIF format. A printed hard copy (at maximum resolution) of the As Built is also to be submitted with the CD.

Project Information:

Project/Street Name:	
Project Address:	
Cross Streets:	
PPN:	
Completion Date:	

Submitters Information:

Company Name:	
Contacts Name:	
Contacts Title:	
Address:	
City/State/Zip:	
Phone Number:	
Fax:	
Email:	

Digital File Information (on CD):

Has Digital As-Built Been submitted?	
File Name:	
File Type:	

Hard Copy Information:

Has an As-built Hardcopy Been Submitted?	
--	--

Submitted By: _____ Date: _____
(Signature Required)

**STORM WATER POLLUTION PREVENTION PLAN
CHECKLIST & REVIEW
(To be Completed and Signed by Applicant)**

	Provided/ Satisfactory	<i>Comments</i>
General		
1. Project or Plat Name.	_____	_____
2. Location Map.	_____	_____
3. Proprietor's Name, Address, Telephone Number, and FAX Number.	_____	_____
4. Engineer/Architect/Surveyor's Name, Address, Telephone Number, and FAX Number.	_____	_____
5. North Arrow and Scale (Scale: 1 inch =100 feet or larger scale).	_____	_____
6. Project or Plat Boundary.	_____	_____
7. Identification of all adjoining Parcels by address.	_____	_____
8. Lot Dimensions (scaled or computed).	_____	_____
9. Lot Numbers (individual addresses if a Plat, PUD, or Site Condo.	_____	_____
10. Building Setback Lines.	_____	_____
Topographical		
13. Existing Buildings (label those under construction with address and proposed lowest foundation opening elevations).	_____	_____
14. Existing and Proposed Roads (name, ROW width, and type of surface).	_____	_____
15. Existing and Proposed Land Surface Contours (minimum 2.0-foot contour interval referenced to a national datum).	_____	_____
16. No slopes greater than 1 on 3 without structural improvements.	_____	_____

17. Available Soils Data, Soil Boring Logs, and Locations
(include ground elevation and water table information).

Drainage

18. Offsite Watershed Areas (with boundaries and acreage
to be shown in drainage calcs.

19. Existing Creeks, Stream, Ditches, and Other Surface
Drainageways.

20. All Existing storm sewer and Structures (with proper
labeling as to type, size, invert elevation, and
ownership).

21. County, Municipal, MDOT, and Private Drains
(permission required to connect).

22. Proposed Drainage Systems (clearly identify all open
and enclosed portions, size, inverts, grade and proposed
ownership).

23. 100 Year Floodplain Contour (if applicable).

24. Wetland Boundaries with determination date and
company.

25. Existing and Proposed Utilities.

26. Proposed Storm Water Detention/Infiltration Basins.

27. Site's Storm Water Runoff Discharge Location
(including roof water).

28. Are soil erosion controls shown on the plan?

Storm Water Design

28. Calculations (Per Kent County Drain Commission
Rules).

29. Sealed by Professional Engineer, on company
letterhead, with date performed.

30. On site sewers designed fro 10 year storm.

31. Flood protection from 100 year storm.

32. Minimum basement elevations provided _____

Detention/Infiltration Basins

33. Required Volume/Release Rate. _____

34. Adequate Volume Provided. _____

35. Side Slopes including surface treatments. _____

36. Overflow Spillway & Emergency Overflow Floodway. _____

37. Hydraulic Calculations for Transfer or Outlet Pipe. _____

38. Minimum Basement Floor Elevations & Minimum Building Opening Elevations Established. _____

39. Subsurface Storage details (if applicable). _____

Easements

43. Existing and Proposed Utility Easements (labeled with dimensions, purpose, and easement recipient). _____

44. Existing and Proposed Drainage Easements. _____

45. Offsite Drainage Easements or Right-of-way. _____

46. Existing and Proposed Access to the Property and Drainage Structures. _____

Maintenance

47. Identification of Agency Proposed to Assume Ownership of the Drainage System (including the detention and/or infiltration basins). _____

Fee

48. Permit Fee. _____

I certify that the Stormwater Pollution Prevention Plan being submitted has been reviewed using this checklist:

Signature: _____

Date:

Print Name: _____

Stormwater Permit Fee Schedule

<u>Area of Development Site</u>	<u>Fee</u>
3 acres or less	\$200
At least 3 acres but less than 5 acres	\$350
At least 5 acres but less than 10 acres	\$500
10 acres or more	\$750

SITE DEVELOPMENT AND STORM WATER RUNOFF FACILITY
MAINTENANCE AGREEMENT

This Site Development and Storm Water Runoff Facility Maintenance Agreement (the "Agreement") is executed this __ day of _____, 200__, between the City of Walker, a Michigan municipal corporation, whose address is 4243 Remembrance Road NW, Walker, Michigan 49544 (the "City"); and _____, a Michigan _____, whose address is _____ (the "Developer").

WHEREAS, the Developer owns the real property described on Exhibit A (the "Property"), and

WHEREAS, the Developer has obtained a storm water permit for the development of the Property pursuant to Chapter 67 of the Walker City Code; and

WHEREAS, Chapter 67 of the Walker City Code requires the Developer to maintain storm water runoff facilities on the Property by entering into a maintenance agreement with the City; and

WHEREAS, the Developer agrees that the construction, operation and maintenance of the storm water runoff facilities are necessary to protect the public health, safety, and welfare,

NOW, THEREFORE, in consideration of the Developer's development of the Property, the parties wish to enter into this Agreement pursuant to Chapter 67 of the Walker City Code as follows:

Section 1. Compliance with Laws, Ordinances, Permits. Developer agrees to construct, install, operate, and maintain the storm water runoff facilities in accordance with approvals received from the City and other governmental entities with applicable jurisdiction. In constructing, installing, operating, and maintaining the storm water

runoff facilities, Developer agrees to comply with all state and local laws, ordinances, and regulations including, but not limited to, Chapter 67 of the Walker City Code (Storm Water Management and Control), as may be amended from time to time, as well as the terms of this Agreement. Except as otherwise provided herein, no permits shall be issued for the development of any portion of the Property until all state and local laws, ordinances, and regulations and the terms of this Agreement have been met.

Section 2. Compliance; Conditions. Without limiting the provisions of Section 1, the Developer agrees to construct, install, maintain, and operate the storm water runoff facilities in accordance with the storm water permit, the storm water plan approved by the City, and any other approvals or permits of the City subject to the following terms and conditions: _____

Section 3. Operation and Maintenance of Storm Water Runoff Facility. As used in this Agreement, "storm water runoff facility" shall have the same meaning as that phrase is defined in Chapter 67 of the Walker City Code and shall include, without limitation, all private structures, ponds, pipes, and appurtenances located on the Property including, but not limited to, all pollution-control devices utilized as part of the storm water runoff facility. As used herein, "maintain" or "maintenance" shall mean inspecting, cleaning out, mowing, repairing, replacing, and removing leaves, weeds, and debris from, all ponds, catch basins, pollution-control devices, or similar appurtenances of the storm water runoff facility as required to maintain the storm water runoff facilities in good working condition for the performance of their design functions.

A. Operation of the Storm Water Runoff Facility. The Developer shall at all times operate the storm water runoff facilities in a manner consistent with the storm water permit and the storm water plan approved by the City pursuant to Chapter 67 of the Walker City Code.

B. Maintenance of Storm Water Runoff Facility. The Developer shall maintain the storm water runoff facilities at all times so that they operate in a manner consistent with the storm water permit and storm water plan issued by the City for the Property and fully comply with Chapter 67 of the Walker City Code and this Agreement. The Developer shall provide routine, emergency, and long-term maintenance of the storm water runoff facilities in compliance with this Agreement and Chapter 67 of the City Code.

C. Failure to Maintain. In the event that the Developer does not operate and maintain the storm water runoff facilities as required under the terms of this Agreement or Chapter 67 of the Walker City Code, the City shall be entitled, and is hereby expressly authorized by the Developer, to take one or more of the following actions (or any combination thereof as determined in the sole discretion of the City):

- (1) The City or its agent or contractor may enter the Property and maintain the storm water runoff facilities. Except in cases of emergencies, no less than fifteen (15) days before taking such action, the City shall provide to the

Developer and any other owners (as shown on the latest City tax assessment roll), by first-class mail, notice of its intention and shall afford the Developer an opportunity to cure. The Developer hereby grants to the City and its agents a non-revocable license to enter the Property to effectuate this subsection. Any and all costs, fees, or expenses incurred by the City in maintaining the storm water runoff facilities pursuant to this subsection shall be paid by the Developer within thirty (30) days and if not so paid may be, without further notice, assessed as a lien on the Property, to be collected in the same manner as *ad valorem* property taxes pursuant to Chapter 67 of the Walker City Code.

(2) Require the Developer to provide an irrevocable letter of credit in an amount sufficient to ensure maintenance of the storm water runoff facilities, in a form reasonably satisfactory to the City. The Developer shall provide the requested letter of credit within fifteen (15) days of receiving such a request from the City. The irrevocable letter of credit shall provide that the payment to the City shall be made upon submission by the City of notice that the Developer has not maintained the storm water runoff facilities as required by this Agreement. The irrevocable letter of credit shall provide that it shall automatically renew unless at least thirty (30) days prior written notice is given to the City.

(3) The City may create a special assessment district for the purpose of maintaining the storm water runoff facilities. The Developer on behalf of itself and its successors hereby consents to inclusion of the Property in any such special assessment district and expressly waives any and all notice or hearing requirements regarding the same and waives any objections or protests regarding the special assessment district. The Developer, on behalf of itself and its successors, agree that it shall, upon the request of the City, execute all petitions or other documents requested by the City for the establishment of the special assessment district.

It is expressly understood and agreed that the City is not obligated to maintain the storm water runoff facilities on the Property and nothing in this Agreement shall be construed to impose any such obligation on the City.

Section 4. Access; Inspection. The Developer hereby grants to the City and its agents a non-revocable license to enter the Property for the purpose of inspecting, operating, and maintaining all storm water runoff facilities and overland flow-ways pursuant to Chapter 67 of the Walker City Code.

Section 5. Public Easements; Exception. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to apply to any public drainage easements of the City on the Property. The City shall be responsible for maintenance and operation of storm water facilities within public easements of the City.

Section 6. Violation of Agreement. The parties acknowledge that monetary damages for a breach of this Agreement would be inadequate to compensate the parties for the benefit of their bargain. Accordingly, the parties expressly agree that in the event of a violation of this Agreement, the non-breaching party shall be entitled to receive specific performance. Nothing herein shall be deemed a waiver of the City's rights to seek enforcement of this Agreement or City ordinances including, but not limited to, Chapter 67 of the Walker City Code.

Section 7. Definitions. Terms used in this Agreement shall have the same meaning as defined in Chapter 67 of the Walker City Code.

Section 8. Liability. This Agreement imposes no liability of any kind whatsoever on the City and the Developer agrees to indemnify and hold harmless the City and its officers, agents, and employees from any liability or claims of any nature resulting from the Developer's failure to operate and maintain the storm water runoff facilities on the Property, including the City's exercise of its option to maintain the storm water facilities at Developer's expense pursuant to Section 3.C. of this Agreement and Chapter 67 of the Walker City Code.

Section 9. Amendment. This Agreement may be amended only in writing, signed by all parties.

Section 10. Recording. The obligations under this Agreement are covenants that run with the land, and bind the successors in title of the Developer. This Agreement shall be recorded with the Kent County Register of Deeds at the Developer's sole expense and a copy of the recorded Agreement shall be supplied to the City at no expense to the City.

Section 11. Miscellaneous.

A. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

B. Notices. Any and all notices permitted or required to be given shall be in writing and sent either by mail or personal delivery to the address first above given.

C. Waiver. No failure or delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

D. No Third Party Beneficiaries. Nothing in this Agreement shall be intended to provide third party beneficiary rights to any persons or to create a cause of action in favor of such persons.

E. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of governmental immunity or other defenses to liability.

F. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws thereof.

The parties have executed this Agreement on the day and year first above written.

CITY OF WALKER

*

State of Michigan)
)ss.
County of Kent)

On this ____ day of _____, 200__, before me a Notary Public, personally appeared _____, the _____ of the City of Walker, a Michigan municipal corporation, who, being first duly sworn, did say they signed this document on behalf of the City.

*

Notary Public, Kent County, Michigan
My commission expires: _____

*Print or type name beneath signature

EXHIBIT A

[Legal Description]