CITY OF WAUPACA, WISCONSIN
MOVING PERMIT APPLICATION

Date: _____

1. PROPERTY:

Address: _____

Owner: _____ Mailing Address: _____

Building/Structure: ☐ Residential ☐ Commercial ☐ Industrial ☐ Institutional ☐ Accessory

Building Size (L x W x H): _____ Trailered Height: _____

Date of Move: _____ Time of Move*: _____

*Applicant must include an additional sheet showing the planned route of transport.

2. MOVING CONTRACTOR

The undersigned hereby applies for a permit to do the work described and hereby agrees that such work will be done in accordance with the descriptions herein set forth in this statement; and is in strict compliance with the municipal code and other ordinances of the City of Waupaca and applicable Wisconsin State Statutes; and to obey any and all lawful orders of the City of Waupaca. The undersign is responsible for obtaining all permits from other governmental agencies, such as, the State of Wisconsin prior to applying for a permit from the City of Waupaca.

Contractor: _____ Phone: _____

Address: _____ Contact Name: _____

3. CONTACT THE FOLLOWING: To verify the service location, removal, disconnection, or abandonment prior to moving the structure. **Verfication of disconnections shall be provided prior to issuance of permit.**

SERVICE UTILITIES:		
Gas/Electric	Charter Communications	City of Waupaca Inspector
Telephone Company	Waupaca Public Works Department	Waupaca Police Department

Project Cost: $ _____ Date: _____

Signed: _____Contractor/Owner (circle)

Any open excavations are to be protected and properly filled.

Route of Move included with the application? ☐ Yes ☐ No

Certificate of Liability Insurance included with the application? ☐ Yes ☐ No

MOVE PERMIT APPLICATION

Moving Permit Procedures

1. Obtain a Moving Permit from the Community and Economic Development (CED) Department, fill it out completely, and return it to the CED office with all required signatures.
2. Contact each department to obtain a list of requirements for approval

   a. Gas/Electric Company – dependent on provider
   b. Charter Communications - (877) 824-9138
   c. Plumbing Inspector – (715) 942-9908
   d. Telephone Company – dependent on provider
   e. Water Department – (715) 258-4423
   f. Police Department – (715) 258-4400
   g. Public Works Department – (715) 258-4420

3. Provide a Certificate of Insurance to the Community and Economic Development Department showing general liability and property damage limits. An example of a Certificate of Insurance is provided below.

4. Provide an indemnification agreement to the Community and Economic Development Department stating the City of Waupaca will not be held responsible for any damage that may occur during the move. The agreement is included on the next page.

5. Buildings being moved to a different lot in the City of Waupaca will require approval from CED/Zoning. Provide a site plan to scale showing how the building will be placed on the lot.

6. The Owner / Mover shall be responsible for contacting all other utilities that may need to move obstructions along the route. For example: Gas and electric, telephone, Cable TV, railroad signal and wires, etc. It is very important for the Owner / Mover to drive the route and contact everyone that needs to remove obstacles.

7. Place any no parking signs 48 hour prior to the move.

Example of a Certificate of Insurance required to be provided to the City if the move occurs on City streets.

INDEMNIFICATION AGREEMENT

To the fullest extent allowable by law, the applicant hereby indemnifies and shall defend and hold harmless the City of Waupaca its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the move hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the applicant or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement.

Applicant's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Waupaca, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Waupaca, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an individual associated with the applicant , contractor hired by the applicant or anyone for whose acts may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the organization or any contractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Waupaca, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

Applicant shall reimburse the City of Waupaca, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Applicant's obligation to indemnify shall not be restricted to insurance proceeds, if any received by the City of Waupaca, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Laws, Regulations and Permits: The applicant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the event. The applicant shall also be liable for all violations of the law in connection with the event furnished by the organization.

Safety & Security: The applicant shall offer an event so as to avoid injury or damage to any person or property.

In carrying out the move, the applicant and all associated parties shall at all times exercise all necessary precautions for the safety of employees/volunteers/attendees appropriate to the nature of the move and the conditions under which the move is to be held, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees/volunteers/attendees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

I have read and understand the requirements of this agreement with the City of Waupaca. I certify that, to the best of my knowledge and belief, that the statements provided within this application are to be true and correct. Furthermore, I have full authority to sign on behalf of the organization and commit on its behalf.

Name (Print): _____ Date: _____

Signature: _____ Date: _____