



Building, Safety
and Zoning
Department

Demolition Permit
Application

OFFICE USE ONLY	
Permit #:	_____
Date:	_____
Issued by:	_____
Fee:	_____
Cash/Check#:	_____
Receipt #:	_____

****Prior to the start of any demolition project, be sure to visit the State of Wisconsin DNR website (<http://dnr.wi.gov/topic/Demo/>) and contact the appropriate departments/individuals to ensure the State of Wisconsin rules and regulations are also adhered to. Also note that any asbestos, lead, CFCs (chlorofluorocarbons) and halons, mercury or PCBs (polychlorinated biphenyls) must be properly handled and disposed of per State and Federal regulations. You may refer to www.dnr.wi.gov/files/PDF/pubs/wa/WA651.pdf for further information. ****

Owners and/or Contractors:

Please fill out all the information listed below and submit it along with the documents needed for your specific demolition project. Please call our office at 920-262-4060 with any questions. This application must be submitted along with all associated paperwork, as applicable, to have your demolition permit processed. At a minimum, the application must be signed by the Owner. If your Contractor completes and/or submits the permit on your behalf, it will require his/her signature also.

APPLICANT INFORMATION	
Address of Demolition Project	Contractor Name
Owner Name	Contractor Address
Owner Address	City, State, Zip
City, State, Zip	Phone Number
Phone Number	Contact Person
Contact Person	Contractor State Certification No.

***This Demolition Permit for the City of Watertown is valid for six (6) months from the issuance date or until the demolition begins, whichever comes first. Once the demolition begins, the permit shall expire in thirty (30) days from the start of demolition. City inspectors will visit the site during and after demolition to ensure that the work complies within City and State Building Ordinances. Any unfinished portion of work remaining beyond the required thirty (30) days must have special approval from the Building Inspector or a penalty may be issued.**

DEMOLITION INFORMATION	
<i>Date Demolition is to Commence</i>	<i>Date Estimated for Completion</i>
<i>Gross Square Footage of Building</i>	<i>Cubic Footage of Area to be Demolished</i>
<i>Type of building being removed</i>	<i>Site Plan Provided: Yes _____ No _____</i>
<i>How will structure be demolished?</i>	<i>Destination of materials?</i>
<i>Type(s) of dust control to be used?</i>	<i>Type(s) of highway traffic control to be used?</i>
<i>Type(s) of ditch/roadway right-of-way protection?</i>	<i>Propose method of site restoration?</i>
<i>Is there a well to be abandoned?</i>	<i>Is there a septic tank to be abandoned?</i>
<i>Is there City water?</i>	<i>Is there City sanitary sewer?</i>
<i>Are there floor drains and/or sump pumps?</i>	<i>Are the foundation walls and floor/slab to be reused?</i>

NOTICE TO HISTORIC PRESERVATION COMMISSION – Intent to Demolish

<i>If the building or structures are within a historic district designated by the City of Watertown, the demolition plan must be approved and issued a certificate of appropriateness by the Historic Preservation and Downtown Design Commission.</i>	
<i>Name of Historic Preservation Commission Member Notified (please attach correspondence with said member’s signature or approval to this permit):</i>	<i>Date of Notification</i>
<hr/> <i>(Please Print)</i>	

REQUIREMENTS FOR DEMOLITION PERMIT

<i>Please check and date the following requirements as they are completed:</i>		
<i>Completed</i>	<i>Date</i>	
		<i>Submit copies of written notice to adjoining property owners of intent to demolish building. To be delivered thirty (30) days prior to commencement of work.</i>
		<i>Residential demolition projects require proof of insurance from the homeowner if homeowner is completing the work without a contractor. If a contractor is hired to complete the demolition project, the contractor must submit a certificate of insurance listing the City of Watertown as an additional insured and the contractor’s insurance certificate shall meet the requirements of General Liability listed under Paragraphs 6.03.B and 6.03.C of the General Conditions and Supplemental Conditions (attached to this permit). In addition, the contractor must submit an original Performance and Payment Bond in an amount equal to or greater than the cost of the demolition project, plus the LF costs of any potential damage to sidewalk, curb & gutter, and/or resurfacing during the duration of the demolition project. LF costs shall be based on annual contract prices for said items, which may be found either in the Engineering Department or on the Engineering Department’s website page (http://www.ci.watertown.wi.us/departments/engineering). The bond needs to be “job specific” with the address of the project listed (see attached example).</i>

Completed	Date	
		Commercial demolition projects require the submittal of: 1) A certificate of insurance listing the City of Watertown as an additional insured and shall meet the requirements of General Liability listed under Paragraphs 6.03.B and 6.03.C of the General Conditions and Supplemental Conditions (attached to this permit); 2) An original Performance and Payment Bond in an amount equal to or greater than the cost of the demolition project, plus the LF costs of any potential damage to sidewalk, curb & gutter, and/or resurfacing during the duration of the demolition project. LF costs shall be based on annual contract prices for said items, which may be found either in the Engineering Department or on the Engineering Department's website page (http://www.ci.watertown.wi.us/departments/engineering). The bond needs to be "job specific" with the address of the project listed (see attached example).
		Plans reviewed by the City Engineer's Office. Erosion Control & Stormwater Runoff Permit may be required. If an area of 4,000 square feet or more of land is being disturbed, than an Erosion Control Plan is required.
		Traffic Control Plan if traffic will be affected. Please coordinate with the Police (920-261-6660) and Street (920-262-4080) Departments.
		Fencing or barricades must be placed around the construction area (See "Additional Requirements During Demolition" below)
		An approved landscaping plan along with a timeline of completion must be submitted with this application form.
		Appropriate dust control plan including access to a water source (such as a hose), as applicable, per the Wisconsin DNR air quality rules and regulations found at the following Wisconsin DNR site: http://dnr.wi.gov/topic/AirQuality/rules.html
		A copy of the DNR Asbestos Permit submitted with this permit, as applicable.
		Gas disconnected from the building (please submit proof)*
		Water disconnected – contact the City of Watertown Water (920-262-4075) & Wastewater (920-262-4085) Departments to have the water shut off at the curb stop and come to a decision on where the water service and sanitary laterals must be disconnected or plugged (please submit proof)*
		Electric disconnected from the building (please submit proof)*
		Other private utilities (phone, cable, etc.) disconnected from the building (please submit proof)*
		Results of sewer tap inspection by the City Wastewater (920-262-4085) Department (please submit proof)*
		If foundation and/or floor/slab are to remain but are not intended to be reused for new construction, the floor/slab must be broken up prior to backfilling to allow for proper drainage.
		Contact Watertown Health (920-262-8090) & Water (920-262-4075) Departments for well and septic tank abandonment.
		1 week prior to demolition contact the following City of Watertown agencies:
		- Building, Safety & Zoning (920-262-4060) Department
		- Police (920-261-6660) Department
		- Fire (920-261-3610) Department
*Proof of the above items may be in the form of an email or letter from an applicable representative of the individual entity.		

Copies of the above paperwork as well as any State approvals must remain onsite/readily available for the duration of the project.

Additional Requirements for Demolition in the City of Watertown, WI

- 1) A snow fence or other approved barricade shall be provided around the area of the demolition project as soon as any portion of the building is removed. They shall remain in place during the razing operations.
- 2) All debris must be hauled away at the end of each week for the work that was done during said week. Any combustible material must be hauled away and cannot be used for backfill. There shall be no burning of materials on the site of the razed building.
- 3) If any razing or removal operation results in, or would likely result in, an excessive amount of dust particles in the air creating a nuisance in the vicinity thereof, the permittee shall take all necessary steps, by use of water spraying or other appropriate means, to eliminate such nuisance.
- 4) The site must be returned to a dust free surface within thirty (30) days from the start of demolition, as approved by the Building Inspector.

- 5) The permittee shall take all necessary steps, prior to the razing of a building, through the employment of a qualified person in the field of pest control or by other appropriate means, to treat the building so as to prevent the spread and migration of rodents and insects therefrom during and after the razing operations.
- 6) After all razing operations have been completed, the foundation shall be filled at least one (1) foot above the adjacent grade, the property shall be raked clean, and all debris shall be hauled away.
- 7) If determined by the Building Inspector, a site that remains idle for more than thirty (30) days must be seeded (between April 15th and October 15th) and/or appropriate erosion control practices implemented.

By making application, the Owner/Applicant acknowledges, agrees and understands that it is the responsibility of the Owner/Applicant to verify all the information provided to the City and to conduct the due diligence as encouraged above and as may otherwise be necessary. The Owner/Applicant is advised that he or she is responsible for the accuracy and sufficiency of all information supplied to the City. The Owner/Applicant acknowledges, agrees and understands that the City is not responsible for errors, omissions or misrepresentations made by the Owner/Applicant. The City and its staff can only provide procedural guidance and reference. The City and its staff cannot provide legal advice.

OWNER SIGNATURE (Mandatory)

DATE

CONTRACTOR SIGNATURE

DATE

6.03 Contractor's Insurance (of the General Conditions)

- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

ARTICLE 6 – BONDS AND INSURANCE (SUPPLEMENTAL CONDITIONS)

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>

Employer's Liability:

Bodily injury, each accident	\$ <u>100,000</u>
Bodily injury by disease, each employee	\$ <u>100,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>

Foreign voluntary worker compensation	<u>Statutory</u>
---------------------------------------	------------------

A waiver of Subrogation in Favor of the City is required

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions: (A waiver of Subrogation in Favor of the City is required)

General Aggregate (Other than products and completed operations) \$ 2,000,000

Products - Completed Operations Aggregate \$ 2,000,000

Personal and Advertising Injury (Per Person/Organization) \$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions: **NA**

4. Excess or Umbrella Liability:

Per Occurrence \$ 5,000,000

General Aggregate \$ 5,000,000

5. Contractor's Pollution Liability:

Each Occurrence \$ 1,000,000

General Aggregate \$ 1,000,000

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: Owner and Engineer

7. Contractor's Professional Liability: **NA**

8. Contractual Liability:

Bodily Injury and Property Damage (Combined Single Limit) \$ 1,000,000

9. Additional Contractor's General Liability:

a. Fire Legal Liability Damage Limit (Any One Fire) \$ 50,000

b. Medical Expense Limit(Any One Fire) \$ 5,000

c. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable

EXAMPLE OF PERFORMANCE AND PAYMENT BOND

PERFORMANCE AND PAYMENT BOND

[\$.00]

Permit No. _____

PROJECT DESCRIPTION: _____
{PERMITTED WORK}

BY: {Principal} _____

**To And For The Benefit Of
THE CITY OF WATERTOWN, WISCONSIN**

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

{Company Name}
{Address}

as Principal, and _____ {Surety}, are held and firmly bound unto the City of Watertown, Wisconsin, a municipal corporation as Obligee, in the full and just sum of _____ Dollars and ____/100 cents [\$ _____], lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has applied for a raze permit with the Obligee for the above project, which Permit is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH that if the Principal shall faithfully perform the Permitted Work in accordance with the Code of General Ordinances for the City of Watertown and all other Federal and State laws, rules and regulations, and any amendments thereto, pertaining to the Permitted Work, and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution of the Permitted Work under said Permit, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution of the Permitted Work under the Permit shall have a direct right of action under this Bond.

Principal shall save and hold harmless the Obligee from all losses, damages, costs and expenses which Obligee may sustain or for which Obligee may become liable arising from the issuance of the Permit and the performance of the Permitted Work. The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

Signed and dated this ____ day of _____, 20__.

{Principal}

BY: _____
Name: _____
Title: _____

[Witness]

{Surety}

BY: _____
Name: _____
Title: _____

[Witness]

Examined and approved as to form this ____ day of _____, 20__.

City Attorney

AN ORDINANCE

TO AMEND SECTION 21.30 DEMOLITION AND RENUMBER

Sponsor: Mayor David
From: Plan Commission

SECTION 1. Amend Section 21.30 Demolition and renumber:

* * *

21.30 DEMOLITION

(1) **GENERAL.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official's* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being, made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two (2) years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the Building Inspector of the City. The *code official* shall comply with Section 66.0413 of the Wisconsin Statutes in proceeding under this Section.

Amended 8/18/15
principal

(a) This section of code shall also apply to any owner initiated demolition

~~(2) PERMITS.~~ No structure within the City of Watertown shall be demolished without a permit from the City of Watertown Building, Safety & Zoning Department. A snow fence or other approved barricade shall be provided as soon as any portion of the structure is removed and shall remain during demolition operations. After all demolition operations have been completed, unless the owner produces and submits proof from a state-approved architect or engineer certifying the existing foundation is stable and usable, the foundation and floor slab shall be broken up with all utilities being capped, sealed, and appropriately marked. The foundation shall then be filled at least one foot above adjacent grade, the property raked clean, and all debris hauled away. If determined by the Building Inspector, a site that remains idle for more than thirty (30) days must be seeded (between April 15th and October 15th) and/or appropriate erosion control practices implemented. Demolition permits shall lapse and be void unless work authorized thereby is commenced within six months from the date thereof or completed within thirty (30) days from the date of commencement of the work. Any unfinished portion of work remaining beyond the required thirty (30) days must have special approval from the Code Official or a penalty may be issued.

(a) All debris must be hauled away at the end of each week for the work that was done during that week. No combustible material shall be used for backfill, but shall be hauled away. There shall not be any burning of materials on the site of the demolished structure. If any demolition or removal operation under this section result in, or would likely result in, an excessive amount of dust particles in the air creating a nuisance in the vicinity thereof, the permittee shall take all necessary steps, by use of water spraying or other appropriate means, to eliminate such nuisance. The permittee shall take all necessary steps, prior to demolition of a structure, through the employment of a qualified person in the field of pest control or by other appropriate means, to treat the building so as to prevent the spread and migration of rodents and insects therefrom during and after the demolition operations. The site must be returned to a dust free surface within thirty (30) days as approved by the Code Official

(3) INSURANCE AND BONDING.

(a) Residential Demolition Projects. If the homeowner is completing the demolition work without a contractor, proof on homeowner's insurance is required. If a homeowner hires a contractor for the demolition work, the contractor must submit the following:

(1) Comprehensive Liability Insurance An applicant for a Permit shall provide proof of

comprehensive Liability Insurance in the amount of One Million (\$1,000,000.00) Dollars per occurrence and per person and Fifty Thousand (\$50,000.00) Dollars property damage.

(2) Performance and Payment Bond Any application for a Permit to engage in the demolition of structures within the boundaries of the City shall be accompanied by a Performance and Payment Bond, approved by the City Attorney as to form, in the amount of the actual cost of the Permitted Work including Linear Feet of any sidewalk, curb & gutter, and resurfacing as applicable based on annual contract prices for said items. Such bond shall guarantee that all Work is performed in accordance with this Code and other State and local laws, rules and regulations, and hold the City harmless from any costs and expenses arising from the Permitted Work and secure timely performance of the Work. The City may reasonably require a bond of a greater amount, on a case-by-case basis, where deemed necessary, to protect the City.

(b) Commercial Demolition Projects. All commercial demolition projects require Comprehensive Liability Insurance and a Performance and Payment Bond as set out in 21.30(3)(a)(1) and 21.30(3)(a)(2) respectively

(4) CONCURRENCE OF HISTORIC PRESERVATION & DOWNTOWN DESIGN COMMISSION

(a) If the building or structures are within a historic district designated by the City of Watertown, the demolition must also be approved and issued a certificate of appropriateness by the Historic Preservation & Downtown Design Commission.

(1) No person shall demolish all or part of a landmark or improvement on a landmark site, unless the Historic Preservation & Downtown Design Commission has approved such work. Unless the commission has approved the work, a demolition permit shall not be issued for such work.

(2) When a person applies for a permit to demolish such property, such application shall also be filed with the Historic Preservation & Downtown Design Commission.

(3) Upon the filing of an application, the commission may refuse to approve the work for up to one hundred and twenty (120) days from the date of filing, during which time the Historic Preservation & Downtown Design Commission and the applicant shall undertake serious, continuing discussions to try to find a method to save such property. During such time, the applicant and the Historic Preservation & Downtown Design Commission shall cooperate to try to avoid demolition of the property. At the end of the one hundred and twenty (120) days, if no mutually agreeable method of saving the property bearing a reasonable prospect of eventual success is underway, or if no formal application for funds from any governmental unit or nonprofit organization to preserve the property is pending, the demolition permit may be issued without the approval of the Historic Preservation & Downtown Design Commission

(b) Section 21.30(4) does not apply to buildings or structures deemed by the *code official* to be so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure

(35) NOTICES AND ORDERS. All notices and orders shall comply with Section 21.27.

(46) FAILURE TO COMPLY. If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate, pursuant to Section 25.14 of the General Code of Ordinances.

(57) SALVAGE MATERIALS. When any structure has been ordered demolished and removed, the Common Council or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

* * *

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed

SECTION 3. This ordinance shall take effect and be in force the day after its passage and publication.

This is to certify that I have compared the attached copy with the original record now on file in my office and that the same is a correct transcript thereof and of the whole thereof. In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the City of Watertown this August 19th day of _____, 2015.

Cynthia D. Ruppel
City Clerk/Treasurer

ADOPTED August 18, 2015
Cynthia D. Ruppel
CITY CLERK/TREASURER

APPROVED August 19, 2015
John Dair
MAYOR