



HOUSE OR STRUCTURE MOVING BUILDING PERMIT APPLICATION GUIDELINES

Permits are required to move any building or structure having a floor area greater than 250 square feet across any portion of the public right-of-way in the City of Shawnee, Kansas.

Permit applications are required to be approved by the City Council if the structure will be located within the Shawnee City limits, and may be approved by the Chief Building Official if the building is not going to be located in the city limits.

Applications must be submitted 14 working days in advance of a regular city council meeting, (not applicable if structure is just passing through Shawnee) and shall include all of the following:

1. A permit fee of \$75.00.
2. A completed building permit **Application Form**, including the height and width of the house when on the trailer.
3. A plot plan of both the present and proposed locations of the building to be moved, including legal descriptions for both lots.
4. Two recent photographs of the structure to be moved.
5. Map of proposed route in Shawnee.
6. Information and/or application to construct adequate foundation and utilities for the structure.
7. Proposed time, date, and route of move and estimated time of completion.
8. Two separate \$20,000 bonds, one for performance of work, and the other for damages to city property as described by ordinance **Section 15.56.060**.
9. Proof that an occupational license has been obtained.
10. A \$500,000 insurance policy as described by ordinance **Section 15.56.070**.
11. Hold Harmless as described by ordinance **Section 15.56.070**
12. Proof of notification of affected utilities (electric, phone, cable, etc.)

Please note that a separate permit is required to construct the foundation and to install and connect utilities to a structure being moved into the City of Shawnee. Additional information for obtaining this permit can be obtained by contacting the Building Codes Division at the phone number below.

Should you need any reasonable accommodation to assist in making permit application, please contact the Building Codes Division at 913.742.6010.



House or Structure Moving Permit Application

Date Submitted: _____

Address From: _____ Address To: _____

Applicant Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Email: _____

Owner's Name: _____

Contact Name (Print): _____

MOVING INFORMATION

Date: _____ Time: _____ Route: _____

Estimated Time of Completion: _____

Description of Work (Include height and width of structure when on the trailer): _____

Disconnect of Utilities: _____

Proof of Insurance: _____

PERMIT FEE \$75

Applicant Signature: _____

(Owner ▪ Agent ▪ Contractor – Circle One)

You will be notified when review is completed and permit is approved. Permit must be obtained at City Hall when approved. Permit fee payment is due at that time.

Chapter 15.56

MOVEMENT OF BUILDINGS

15.56.010 Moving permit required. A. No person shall move any building or structure having a floor area of more than two hundred fifty square feet on, across or over any highway, street, alley or sidewalk in the city without first obtaining a permit to do so, as herein provided. All applications for permits to move a building or structure shall be made to the city council by following the procedure as set forth herein, except as follows.

B. If the building or structure is being moved through or removed from the city and is not being relocated in the city, approval of the city council is not required. In such cases, issuance of the permit shall be by the city codes enforcement officer. (Ord. 1683 §1(part), 1985)

15.56.020 Permit--Fee. The fee for a permit required by this chapter, which fee shall accompany the permit application, shall be seventy-five dollars.

15.56.030 Permit--Application. A. No permit to move a building or structure shall be issued until and unless the person applying for the permit shall have delivered to the city codes enforcement officer a written application on a form provided by the city for such purposes which includes the following information:

1. Name and address of applicant;
2. Two recent photographs of the structure proposed to be moved within or through the city;
3. Plot plan with legal description of the lot from which the building is to be moved, giving the lot number, block number and subdivision;
4. Plot plan to scale with the legal description of the lot to which it is proposed such building be moved, giving lot number, block number and subdivision, if located within the city;
5. Whether a suitable foundation is in place to receive the building, if to be relocated within the city;
6. Time of commencement of work and estimated time of completion.

B. All applications to relocate a building or structure within the city shall be submitted to the codes enforcement officer not less than ten working days prior to a regular city council meeting. The codes enforcement officer shall inform the applicant by mail of the date and time the application will be reviewed by the city council. The codes enforcement officer shall not accept any application unless the applicant provides proof that all permit fees, bonds, occupational licenses and insurance requirements set forth in this chapter are complied with.

15.56.040 Investigation. A. Upon receipt of the application, the codes enforcement officer shall cause to be instituted an investigation of the structure, the proposed route to be used in such moving, and the effect the move will have on the wires and other property of the public utilities, the city, or private parties.

B. If for any reason it is determined that the proposed route is impracticable or likely to occasion damage to the public streets, sidewalks or rights-of-way, or private property, the application may be denied or an alternate route required. No application shall be granted without the approval of the chief of police, to include approval of any escort service utilized by the permittee.

C. Any building or structure to be relocated within the city must be found by the director of community development to be compatible with the existing houses in the neighborhood. In determining compatibility, the director may consider square footage, site planning, type of construction, code requirements, or other elements which would tend to affect neighboring properties. In addition, the codes enforcement officer shall investigate the proposed site to determine whether an adequate foundation exists to receive the building.

15.56.050 Occupational license. No person shall be issued a permit pursuant to this chapter without first having obtained an occupational license to perform such activity within the city.

15.56.060 Bond. No permit shall be issued under this chapter until the applicant shall have executed and delivered to the city clerk a good and sufficient bond in the sum of twenty thousand dollars, to be approved by the city clerk, providing for the payment of all damages caused by the applicant to city property, and a good and sufficient performance bond in the sum of twenty thousand dollars, to be approved by the city clerk, to insure performance of all work and conditions as provided in Section 15.56.090 of this chapter.

15.56.070 Insurance. Every applicant for a permit under this chapter shall file with the city clerk, prior to a permit being issued, a policy of insurance issued by an insurance carrier authorized to do business in the state, naming the city as an additional insured. This policy shall provide a single limit liability coverage of not less than five hundred thousand dollars for any number of claims arising out of a single accident or occurrence. In addition, the applicant shall hold the city harmless from any and all claims that may arise against the city by any person for damages to the person or property caused by or on account of the moving of a building or structure over or along the streets or other public places in the city.

15.56.080 Permit--Issuance. Upon completion of the investigation required by Section 15.56.040 of this chapter, and submission of the application to the city council by the codes enforcement officer, the city council may issue a permit for such moving over the route applied for or a substituted route. Should the city council deny the permit applied for, the applicant shall be informed in writing of the reasons for the denial. All permits issued pursuant to this chapter shall designate the time when moving shall begin and when the moving shall be terminated. For good cause shown, the codes enforcement officer may once extend the period of time granted by the permit for completion of the

work. The permit may be issued subject to such restrictions as may be necessary to insure compliance with all city ordinances and state statutes.

15.56.090 Duties required of permittee. A. It is the duty of, and all permittees shall:

1. Complete the work of moving, tearing down or construction within the time specified in the permit;
2. Clear from the property left vacant all trash, debris, junk or discarded materials;
3. Remove all foundations and slab floor materials at least one foot below ground level, unless another building or structure is to be erected immediately upon the foundation.

B. No building or structure shall be abandoned or left unattended for any time upon the public right-of-way, public streets or private property not set forth in the application. All permittees shall immediately comply with all orders, directions or instructions of the codes enforcement officer, community development director, police officer, or any other city official concerning the movement of any building or structure within the city.

HOLD HARMLESS

_____, agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, or for damage to or loss of any property arising out of or in connection with the moving of a building or structure over or along the streets or other public places in the City, as requested and indentified in the attached permit application.

The parties to this Agreement do not intend to create any third party beneficiaries to this Agreement.

For damages, losses or liability arising under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., such hold harmless and indemnification shall be limited by operation of K.S.A. 75-6105 and amendments thereto, and construction thereof by the courts of the State of Kansas.

The undersigned represents and acknowledges, personally and on behalf of the applicant, that the undersigned is a duly appointed agent of the applicant authorized to act on behalf of the applicant.

Applicant Company Name

By: _____

CITY OF SHAWNEE, KANSAS
STRUCTURE MOVING DAMAGES BOND

BOND NO._____

_____, as surety ("Surety"),
and _____, as principal ("Principal"),
enter into and execute this Bond ("Damages Bond"), and bind themselves in favor of the
City of Shawnee, Kansas, as obligee ("Beneficiary"), in the total aggregate sum of
Twenty Thousand and No Hundredths Dollars, (\$ 20,000.00), (the "Penal Sum"). This
bond shall become effective on _____ and expire sixty (60) days
after the permit expires.

WHEREAS, the condition of the above obligation is such that the Principal has obtained
a Structure Moving Permit from the City; a copy of said Permit(s) is made a part hereof
by reference as if fully set out herein; and

WHEREAS, the Beneficiary has further required the Principal to furnish a bond in the
above amount as a condition to the issuance of a Structure Moving Permit to the
beneficiary to guarantee payment of any and all damages caused by Principal to City
property as provided in Section 15.56.090 of the Shawnee Municipal Code.

The Surety and the Principal, both jointly and severally, and for themselves, their heirs,
administrators, executors, successors and assigns agree:

- 1) If Principal shall pay to Beneficiary any and all damages for which Principal is
obligated hereunder, then this obligation shall be and become null and void;
otherwise it shall remain in full force and effect.
- 2) If the Beneficiary shall provide to Surety the written notice of the Beneficiary
stating that the Principal is in breach of the performance of the work and that
such breach remains uncured by the Principal, then upon delivery of such written
notice to the Surety in the method for providing notices as set forth in
Paragraph 7 below, Surety must promptly notify the Beneficiary in writing which
action it will take as permitted in Paragraph 3 below, this obligation shall then
remain in effect until its written release by the City Director of Public Works.
- 3) Upon the delivery of the Beneficiary's written notice of breach by the Principal as
provided in Paragraph 2 above, the Surety shall promptly remedy the breach or
must, within ten (10) calendar days, proceed to take one of the following courses
of action:
 - a. **Tender the Full Penal Sum.** Tender to the Beneficiary the full Penal Sum of
this Damages Bond. The Beneficiary will refund to the Surety without interest

any unused portion not spent by the Beneficiary in repairing all damages, plus the cost allowed under Paragraph 4 below, after completion of repairs;

- b. **Other Acts.** Take any other acts mutually agreed upon in writing by the City Director of Public Works on behalf of the Beneficiary and by the Surety.
- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Beneficiary (i) all losses, costs and expenses resulting from the Principal's failure to make payment, including, without limitation, fees, expenses and costs for engineers, consultants, and attorneys, plus (ii) procurement costs, fees and expenses, plus (iii) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall the Surety's liability exceed the Penal Sum of this Bond.
- 5) The Surety provides this Structure Moving Damages Bond for the sole and exclusive benefit of the Beneficiary and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
- 6) All notices to the Surety, the Principal or the Beneficiary must be delivered in person or otherwise given in writing to such party at the following address set forth below:

SURETY

Name: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____ Fax _____

PRINCIPAL

Name: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____ Fax _____

BENEFICIARY

City of Shawnee, Kansas
City Hall
Attn: _____

11110 Johnson Drive
Shawnee, Kansas 66203

With a copy to:

Office of the City Attorney
City Hall
Attn: Ellis Rainey
11110 Johnson Drive
Shawnee, Kansas 66203

- 8) This Structure Moving Damages Bond shall be governed by, and construed solely in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Structure Moving Damages Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.
- 10) The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit, the Permit Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this Damages Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Permit, or to the Permit work, or to the specifications or City-approved plans.

IN TESTIMONY WHEREOF, said Principal has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ ,

on this, the _____ day of _____, 20__.

Principal

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: _____
(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

By: _____
(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

CITY OF SHAWNEE, KANSAS

STRUCTURE MOVING PERFORMANCE BOND

BOND NO._____

_____, as surety ("Surety"), and _____, as principal ("Principal"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Shawnee, Kansas, as obligee ("Beneficiary"), in the total aggregate sum of Twenty Thousand and No Hundredths Dollars, (\$ 20,000.00), (the "Penal Sum"). This bond shall become effective on _____ and expire sixty (60) days after the permit expires.

WHEREAS, the condition of the above obligation is such that the Principal has obtained a Structure Moving Permit from the City; a copy of said Permit(s) is made a part hereof by reference as if fully set out herein; and

WHEREAS, the Beneficiary has further required the Principal to furnish a performance bond in the above amount as a condition to the issuance of a Structure Moving Permit to the beneficiary to guarantee performance of all work and conditions as provided in Section 15.56.090 of the Shawnee Municipal Code (Permit Work).

The Surety and the Principal, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) If Principal shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the work in accordance with the terms of the Permit and Shawnee Municipal Code, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.
- 2) If the Beneficiary shall provide to Surety the written notice of the Beneficiary stating that the Principal is in breach of the performance of the work and that such breach remains uncured by the Principal, then upon delivery of such written notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Beneficiary in writing which action it will take as permitted in Paragraph 3 below, this obligation shall then remain in effect until its written release by the City Director of Public Works.
- 3) Upon the delivery of the Beneficiary's written notice of breach by the Principal as provided in Paragraph 2 above, the Surety may promptly remedy the breach or must, within ten (10) calendar days, proceed to take one of the following courses of action:
 - a. **Proceed Itself.** Complete performance of the Permit work in accordance with the Permit, including correction of defective and nonconforming Permit work through its own contractors or employees, approved as being acceptable to the Beneficiary, in the Beneficiary's sole discretion, provided, however, that Principal will not be retained to complete such Permit work, and provided further that Beneficiary's discretion to approve Surety's contractor will not be unreasonably withheld as to any contractor

who would have qualified to complete the Permit work who is not affiliated with the Principal;

- b. **Tender the Full Penal Sum.** Tender to the Beneficiary the full Penal Sum of this Performance Bond. The Beneficiary will refund to the Surety without interest any unused portion not spent by the Beneficiary procuring and paying a completing contractor or completing the permit work, plus the cost allowed under Paragraph 4 below, after completion of the Permit work;
 - c. **Other Acts.** Take any other acts mutually agreed upon in writing by the City Director of Public Works on behalf of the Beneficiary and by the Surety.
- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Beneficiary (i) all losses, costs and expenses resulting from the Principal's failure to timely complete the Permit work in accordance with the Permit, including, without limitation, fees, expenses and costs for engineers, consultants, and attorneys, plus (ii) procurement costs, fees and expenses, plus (iii) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall the Surety's liability exceed the Penal Sum of this Bond.
 - 5) The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit, the Permit Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this Damages Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Permit, or to the Permit work, or to the specifications or City-approved plans.
 - 6) The Surety provides this Structure Moving Performance Bond for the sole and exclusive benefit of the Beneficiary and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
 - 7) All notices to the Surety, the Principal or the Beneficiary must be delivered in person or otherwise given in writing to such party at the following address set forth below:

SURETY

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____ Fax _____

PRINCIPAL

Name: _____
Attention: _____
Street: _____
City, State, ZIP: _____ Fax _____

BENEFICIARY

City of Shawnee, Kansas
City Hall
Attn: _____
11110 Johnson Drive
Shawnee, Kansas 66203

With a copy to:

Office of the City Attorney
City Hall
Attn: Ellis Rainey
11110 Johnson Drive
Shawnee, Kansas 66203

- 8) This Structure Moving Performance Bond shall be governed by, and construed solely in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Structure Moving Performance Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.
- 10). The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Permit, the Permit Work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Permit, or to the Permit work, or to the specifications or City-approved plans.

IN TESTIMONY WHEREOF, said Principal has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

_____ ,

on this, the _____ day of _____, 20__.

Principal**Surety**

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By:

(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

By:

(Signature)

(Printed Name)

(Title)

(Address)

(Phone Number)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)