



# Obstruction / Encroachment Permit Application

299 Wayzata Blvd. W • Wayzata, MN 55391

952-404-5363 • 952-404-9417

www.wayzata.org

REV: 01/20

## APPLICANT INFORMATION

Application for:  OBSTRUCTION PERMIT (Temporary)  ENCROACHMENT PERMIT (Permanent)

PROPOSED START DATE

PROPOSED COMPLETION DATE

APPLICANT'S NAME

PHONE NUMBER

STATE LICENSE #

COMPANY NAME

EMAIL

COMPANY ADDRESS

CITY

STATE

ZIP

24 HOUR EMERGENCY CONTACT NAME

24 HOUR EMERGENCY CONTACT PHONE NUMBER

## I WOULD LIKE MY APPROVED PERMIT...

Emailed: \_\_\_\_\_  Mailed or  Will Pick Up In Person  
Please **PRINT** legibly

## STREET ADDRESS AND DESCRIPTION OF OBSTRUCTION / ENCROACHMENT

STREET ADDRESS OF THE OBSTRUCTION / ENCROACHMENT

DESCRIPTION

## OBSTRUCTION / ENCROACHMENT DETAILS

### OBSTRUCTIONS (Temporary)

Areas Impacted:

- Traveled Roadway  Driveway  
 Shoulder  Sidewalk /Trail  
 Boulevard  Other \_\_\_\_\_

Is a road closure or detour required for this work?

YES  NO

NOTE: A Traffic Control Plan MUST be submitted for any work requiring closures or detours.

### ENCROACHMENTS (Permanent)

- Awnings (Size: \_\_\_\_\_)  Structures  
 Private Improvements  Wall / Retaining Wall  
 Landscape Features  Fence  
 Driveway / Walkway  Steps / Staircase  
 Irrigation System  Monument / Sign  
 Pet Containment System  Other \_\_\_\_\_

NOTE: For permanent encroachments, a Drawing MUST be submitted with this application.

## Applicant: Please read and sign below

The Permittee agrees to defend, indemnify and hold harmless the City, its officials, officers and agents from any liability, claims, causes of action, judgments, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the Permittee, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable, arising out of the work to be done under this Permit, and against all loss by reason of the failure of the Permittee to perform fully, in any respect, all obligations under this Permit. Permittee herewith accepts the terms and conditions of the regulations as set forth by the City and agrees to fully comply therewith to the satisfaction of the City of Wayzata.

APPLICANT'S SIGNATURE

DATE SIGNED

*By electronically signing (or typing) your name, you acknowledge that all information provided is true and*

## OFFICE USE ONLY

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INSPECTION RECORD	APPLICATION REVIEW	DATE RCVD:	FEES:
INSPECTED BY: _____	Traffic Control Plan <input type="checkbox"/> YES <input type="checkbox"/> NO	PERMIT #:	PERMIT FEE: _____
DATE: _____	Other Drawings <input type="checkbox"/> YES <input type="checkbox"/> NO	PROCESSED BY:	DEPOSIT FEE: _____
Comments: _____	REVIEWED BY: _____	PERMIT SENT VIA:	OTHER: _____
_____	DATE: _____	DATE:	TOTAL FEE: _____
_____	Comments: _____	RECEIPT #:	
		<input type="checkbox"/> CC <input type="checkbox"/> CK	

**PERMIT AND RESTORATION FEES**

2020 PERMIT FEES

OBSTRUCTION PERMIT

Permit Fee: \$ 57.00  
 Damage Deposit \$ 1,135.00

\* Cash, Check, or Credit Card

ENCROACHMENT PERMIT

Permit Fee (Awning or Private Improvement) \$ 155.00  
 Permit Fee (Structures) \$ 310.00  
 Permit Escrow Deposit (Structures) \$ 825.00

\* Cash, Check, or Credit Card

**GENERAL REQUIREMENTS FOR OBSTRUCTION / ENCROACHMENT PERMIT**

- 1 All warning devices and barricades shall be in good repair, and shall conform to the Minnesota Manual on Uniform Traffic Control Devices, current edition, and any and all updates or supplements thereto.
- 2 All warning devices, barricades, flagmen and equipment shall be provided by parties or organizations performing the work. Said devices shall be removed from the job site promptly upon completion of work.
- 3 Detour on a City roadway requires five (5) working days advance notice to the Public Works Department.
- 4 Safety vests shall be worn by ANYONE occupying City Right-of-Way.
- 5 **Permit on Premises** - Permits or copies shall be kept on site, while any obstruction is present or work is in progress, in the custody of the individual supervising the work, and shall be exhibited upon request by any City official.
- 6 **Provisions and Specifications** - Compliance with these general requirements is a condition of the permit. The work authorized by this permit shall conform to all requirements, specifications and standards as required by the City of Wayzata. If at any time, nonconforming work is discovered, the Permittee shall immediately take corrective action to remediate the nonconforming work, at no cost to the City of Wayzata.
- 7 **Annulment** - In the event of the failure or neglect of the Permittee to comply with the prescribed conditions, restrictions, and regulations, the City of Wayzata may revoke and annul this permit. Upon receiving notice of revocation and annulment, the Permittee shall immediately remove any and all structures and property belonging to the Permittee from the Right-of-Way or City property.
- 8 **Execution** - While performing the work authorized under this permit, the Permittee shall make every effort to provide at all times a safe work site, and safe and unobstructed travel for the public in the City's Right-of-Way. All traffic control shall be provided by the Permittee at no cost to the City.
- 9 **Conformity to Laws** - All work authorized under this permit shall be performed in conformance with all applicable laws, regulations and codes.
- 10 **Removal** - If at any time the permitted obstruction or encroachment shall fail from any cause whatsoever, the Permittee shall have the same removed or repaired immediately upon receipt of written notice to do so.
- 11 **Existing Facilities** - Permittee must protect all existing facilities, utilities, and infrastructure located within the City's Right-of-Way.
- 12 **Private Property** - The permit as issued does not in any way imply an easement on private property or grant a right to encroach on private property.
- 13 **Damage to Roadway** - If pavement, roadway or Right-of-Way is damaged, it shall be restored, in a timely manner, to its original or a better condition, at the sole expense of the Permittee. Permittee's failure to correct such damage in a timely manner will result in the City, through its own forces or contractors, making such repairs and billing Permittee for all costs and expenses related thereto. Permittee shall make payment to the City of Wayzata within fifteen (15) days of receipt of said bill. Permittee agrees that if it fails to make payment of said amounts within the specified time, to the City of Wayzata, it shall pay all costs relating to debt collection, including, but not limited to, court costs, fees, interest and attorney's fees.
- 14 **Quality of Work** - For repair work to roads within the Right-of-Way, the finished surface, base, and sub-base of road upon completion of work shall be equal to or better than specifications for original road.
- 15 **Clean Up** - Street surface and roadside shall be kept clean, neat and presentable at all times as determined by the Public Works Department.
- 16 **Drainage** - The existing drainage patterns shall not be altered unless approved by the City. Watershed District approval and drainage calculations are required if plan alters existing drainage patterns.
- 17 **Trees and Vegetation** - Cutting, trimming, or pruning of trees or shrubs within the Right-of-Way requires a permit from the City Forester or an authorized representative of the City.
- 18 **Excavation** - For obstructions or encroachments requiring excavation, a separate Excavation Permit is required.
- 19 **Restoration** - The Permittee is responsible for maintenance or repair of any and all failures due to settlement, erosion, lack of vegetation growth, rutting or other job related problems for a period of two (2) years after project completion and Notice of Work deficiency. Permittee shall be responsible for all costs and expenses related to said maintenance. Permittee's failure to perform said maintenance immediately will result in the City, through its own forces or its contractors, performing said maintenance and billing Permittee for all costs and expenses related thereto. Permittee shall make payment to the City of Wayzata within fifteen (15) days of receipt of said bill. Permittee agrees, that if it fails to make payment of said amounts within the specified time, to the City of Wayzata, Permittee shall pay all costs related to debt collection, including, but not limited to, court costs, fees, interest and attorneys' fees.