

Effective:

96.90 Appendices
96.92 County Permit
99.01 ATV Permit

Supersedes:

By: County Transportation Director

Page 1 of 1

SHEBOYGAN COUNTY HIGHWAY DEPARTMENT

Application /Permit to construct and maintain ATV signs within highway Right-Of-Way and open highway links

Applicant: _____
Municipality: _____
Address: _____
Email (print) _____
Office phone: _____
Cell phone: _____

Permit No.:	_____
Highway:	_____
Town/Village/City of:	_____
1/4 of 1/4 Sec.	_____
T N R E	_____
Annual Service Connection Permit	_____
Annual Maintenance Permit	_____

Type of Sign Installation: D11-10A "Edge of Town" method Fully mark open roads method Road link request

Regardless of method used, all County Road route links must be fully marked to signify beginning and end points

Plans Prepared by: _____

Name and phone number of ATV/UTV organization responsible for construction and sign maintenance: _____

Check list of required documents enclosed:

- Local municipality's approved Ordinance or Resolution
- Map showing sign types and all locations of sign installations

- Construction
- Parallel to Roadway
- Tree cutting

Estimated Start Date: _____ Estimated Restoration Date: _____

Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of Sheboygan County Code Section 26.07 in effect at the time of this application and with any special provisions listed below or attached hereto and any and all plans, details, or notes attached hereto and made a part hereof.

Applicant agrees to and will abide by the conditions contained within Wis. Admin. Code ch. NR 64 and Wis. Stat. § 23.33. This Agreement is made by the undersigned official under proper authority to act on behalf of Applicant represented above. Applicant agrees to pay for installation costs and costs to replace the signs when they have reached the end of their useful life or repairs if they become damaged when the cost is not recovered from the person(s) causing the damage.

By: _____
(Signature of Authorized Representative of Applicant)

Title: _____
Date: _____

PERMIT APPROVAL BY PERMITTING AUTHORITY

The foregoing application is hereby approved and a permit issued by the Permitting Authority subject to full compliance by Applicant with all provisions and conditions stated in Sheboygan County Code Section 26.07 and the Indemnification as included in the Sheboygan County ATV Permit Policy in effect on the date of this application.

By: _____
(Signature of Authorized Representative of County)

Title: _____

Date: _____

Fee, if required: _____

Check #: _____ Initial: _____

Shed: SS NS Cascade Plymouth

FEE SCHEDULE

Application/Inspection Fee \$50.00
Open Cuts \$400.00 each
Annual Service Connection Permit \$300.00 each
After-the-Fact Fee \$100

INDEMNIFICATION

The following shall be a condition of all ATV/UTV permits:

Applicant shall save and hold County, its officers, employees, agents, and all private and governmental contractors and subcontractors with the county Wis. Stat. ch. 84, harmless from and against all liability, damage, loss, expense, claims, demands, and actions of any nature whatsoever (including any by Applicant itself) which arise out of or are connected with, or are claimed to arise out of, or be connected with any of the work done by Applicant or the construction or maintenance of facilities by Applicant pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way, (1) while Applicant is performing its work or (2) while any of Applicant's property, equipment, or personnel are in or about such place or the vicinity thereof or (3) while any property constructed, placed, or operated by or on behalf of Applicant remains on County's property or right-of-way pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss, expense, claims, demands and actions on account of personal injury, death or property loss to County, its officers, employees, agents, contractors, subcontractors, or frequenters; to Applicant, its employees, agents, contractors, subcontractors, or frequenter; or to any other persons, whether based upon or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or other liability of Applicant or any other persons and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by Applicant its employees, agents, contractors, subcontractors, or frequenters. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands, and actions indemnified against shall include all liability, damage, loss, expense, claims, demands, and actions for damage to any property, lines, or facilities placed by or on behalf of Applicant pursuant to this permit or any other permit issued by County for location of property, lines, or facilities on highway right-of-way in the past or present or that are located on any highway or county property or right-of-way with or without a permit issued by County for any loss of data, information, or material; for trademark, copyright, or patent infringement; for unfair competition or infringement of any other so-called "intangible" property right; for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatever. Applicant shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss; claims, demands, and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of Applicant that remains on County's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit unless County is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed, or operated by or on behalf of Applicant that remains on County's property or right-of-way pursuant to this permit shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Applicant, by execution of this application, does not waive any governmental or sovereign immunity. Both Applicant and County retain all applicable governmental immunities, defenses, and statutory limitations available including Wis. Stat. §§ 893.80, 895.52 and 345.05.

By: _____
(Signature of Authorized Representative of Applicant)

Title: _____

Date: _____