



## Utility Accommodation Policy, Supplemental Conditions

Date Originated: 01/30/2019  
Date of Modifications: 09/01/2021; 03/09/2022;  
08/15/2023  
Policy Number: 1106.1  
Drafted By: Highway Commissioner

### 1. PURPOSE:

The Utility Accommodation Policy #1106 provides general guidelines and requirements for owners of public or private utilities permitted or allowed to be within the County Trunk Highway right of way by issuance of a Utility Permit or a Work in Right-of-Way Permit and a Private Utility Agreement. Policy #1106 was created to be a standard statewide generic permitting process for all counties by the Wisconsin County Highway Association and is similar to the Wisconsin Department of Transportation (WisDOT) Utility Accommodation Policy for consistency with implementation statewide. Section 100.0 is reserved for county specific criteria regarding permits within the specific county. This Policy clarifies the Section 100.0 special conditions and provides supplemental information pertaining to the type of work, construction standards, restoration requirements, and other concerns with work performed by others within the County highway right of way.

### 2. ORGANIZATIONS AFFECTED:

Any organization, entity, business, or private individual requesting to install a public or private utility within the County Trunk Highway right of way.

### 3. POLICY:

This policy shall supplement Policy #1106 Wisconsin County Highway Association Utility Accommodation Policy (January 1, 2022) to provide general guidelines and special considerations for utility installations within Sections 100.0 THRU 111.0 and pertaining to the following items:

- County Map.
- County Contacts Information.
- Sample Permit Application Forms.
- Highway Clearance Diagram.
- Trench Location Details.
- Open Trench and Surface Restoration Requirements.
- Private Signage Requirements.
- WDNR Regional Service Center Contact Information.
- Stop Work Notice
- Completion Notice Form
- Utility Policy Memorandum – Utility Marker Requirements.

### 4. REFERENCES:

Policy #1106 Utility Accommodation Policy; Policy 1106.2 Iowa County Utility Permit Application Form; Policy #1116 Encroachment and Revocable Occupancy Policy; and Iowa County Work in Right-of-way Permit. Wisconsin State Statutes CH 83.0 County Trunk Highways, CH. 86.0 Miscellaneous Highway Provisions, and CH. 196.0 Regulating Utilities.

### 5. PROCEDURES:

The Wisconsin County Highway Association (WCHA) Utility Accommodations was created to develop uniform consistent policies and procedures statewide for utility installations (adopted as Iowa County Policy #1106). The original version was made effective on January 2000 with a revision effective August 2012 and January 1, 2022. The County adopted the WCHA Utility Accommodation Policy in January of 2014, then as Policy #1106 Utility Accommodation on September of 2018. Section 100.0 of the policy is to contain supplemental or special considerations for utility installations by county. This Policy creates and clarifies the special supplemental considerations for utility installations within Iowa County.

All public utility permit requests shall utilize the Iowa County standard permit application, an example of which is contained within Policy #1106.2. A public utility permit may be submitted by any company, business, or entity who is either regulated by actions of the Public Service Commission or is a company working on behalf of those public utilities in accordance with the provisions within this Policy #1106 and Wisconsin State Statutes Chapter 196.0 Public Utilities.

Private utilities are those which are owned by a citizen, resident, business, or other entity which resides on or along the County Trunk Highway system, who is requesting to install a self-owned supply service utility for fluids, gases, telecommunications, communications, or similar types of infrastructure between properties they own and operate. Private utility installation requests shall be made on a County Work in Right-of-Way Form, an example of which is attached to this policy as section 102.0. The utility installed by the private party is intended solely for the use of the permittee. The utility installation public or private will be subject to the conditions within Policy #1106 and these special supplemental considerations Policy 1106.1. In addition, private utility installations will be regulated by special conditions within a Private Utility Agreement, see Policy #1106.0 Encroachment and Revocable Occupancy Permit, #1106.2 Revocable Occupancy Permit Recording Form, and 1106.3 Sample Revocable Occupancy Permit Agreement

**Filing of Permits** – The Highway Department will accept permit requests on properly filled out forms, including drawings and all attachments by mail or email. If submitting by mail, the permit fee must accompany the permit along with one copy of the drawings. If submitting via email, permits should be sent to [Highway@iowacounty.org](mailto:Highway@iowacounty.org). In either case, hard copies will be provided to the permit contact when permits are approved. Emailed drawings shall be in Adobe PDF file format, and a copy of the permit fee check should be included or a business card contact for billing. All checks shall be issued and mailed to the:

Iowa County Highway Department  
1215 N Bequette Street  
Dodgeville, Wis. 53533  
PH (608) 935-3381

**Maintenance Work** – Utility maintenance work may be completed without a permit in accordance with the Utility Accommodation Policy Section 61 (D), 62 (E), and/or 63 (F), which is a part of Policy #1106; if a prior utility permit for the facility is on file with the County. Allowance of the activity without a permit does not release the Utility Company from a responsibility to notify. The utility company shall notify the County when and where

they will be performing maintenance work, along with a point of contact and contact information for the person in charge of the work. When maintenance work consists of tree trimming, tree removal, woody vegetation removal, clearing and/or brushing, or other similar duties; the utility company shall notify the landowners of the work being performed and utility representative in charge of the work along with their contact information. During removal of trees, the landowners whose land is contiguous to the right of way along the removal project shall have the first right to refusal for firewood of the tree or trees being removed, in accordance with state statute for right-of-way acquired through Permanent or Highway Easements.

**Private Utility Installations** – requests for installation for a privately owned or held utility line by a resident, citizen, or business shall also be subject to the conditions of the Utility Accommodation Policy #1106 and Encroachment and Revocable Occupancy Permit Policy #1116. Also, the permittee shall submit a Work in Right-of-Way Permit and sign a Private Utility Agreement, prior to commencement of the work. A sample Work in Right-of-Way Permit and Private Utility Agreement Form is in Section 106.0.

**All Utility Work Temporary Traffic Control** performed on County Trunk Highways shall abide by the current version of the Manual of Uniform Traffic Control Devices and all Federal Highway Association (FHWA) supplements, the Wisconsin supplement thereto, and the most current version of the WisDOT Work Zone Field Manual 2021 edition. No utility work shall begin until all appropriate warning signs, devices, and public protection methods are in place and fully functional, which shall be maintained until all utility work is complete. All warning signs shall have prismatic, reflectorized sheeting material that complies with section 643.2.12.2 of WisDOT's Standard Specifications for Highway and Structure Construction, current edition. Warning signs shall be removed, covered, turned, or laid flat when worker's or worker's vehicles are not on the job site or when the signs' messages are not relevant. All barricades, barrels, or cones shall be reflectorized with Type H reflective sheeting and barrels or cones shall be as specified in the WisDOT Work Zone Field Manual. Vehicles and equipment operating at the work site shall have high intensity flashing (strobe or revolving) beacon and hazard warning lights operating when they are within the Clear Zone during work operations. Vehicles and equipment left within the right-of-way; but off of the highway overnight, shall be properly delineated and protected by reflective drums or barricades or flashing beacons. All utility, contractor, or other personnel associated to the permitted work who are out of their vehicles and within the right of way shall wear a retro-reflective Class II safety vests at all times.

**Restoration** - The utility is responsible for restoring the highway and adjacent right-of-way to its original condition within one week after completion of the facility installation. Long duration projects shall be structured so as to minimize the timeframe of soil disturbance with restoration completed in phases. Any turfed area of the highway disturbed by the utility shall be restored with topsoil having a minimum depth of 4 inches, and reseeded with perennial grass (Madison Parks blend or approved equivalent) or sod. Trees or vegetation which are destroyed shall be replace in-kind. Once replaced, the utility shall also maintain turfed areas, trees, and vegetation management areas until sustained growth occurs. The utility shall respond to any soil disturbance by promptly replacing the soil and topsoil and/or

temporary seeding and mulching the soil. This includes repairing equipment or vehicle tracks that may disturb soils.

- The utility is responsible for marking and maintaining all aboveground and below ground structures in accordance with section 96.21 of Policy #1106. The County will not be responsible for any damages to aboveground utility structures which are not adequately and properly marked. Below ground or at-grade structures shall be set flush with the surface of the surrounding topography. The surrounding ground shall be grade to shield water and to protect the structure from being an intrusion for mowing operations.
- The utility or its contractor performing the work is responsible to assure the work site is secure against any hazard to the public at all times for the duration of the project. Vehicles, equipment, and materials, which are in active use at the work site; shall be regulated by the utility to assure consistently safe conditions are maintained.
- Utility hardware, equipment, materials, or vehicles that are located at the work site but not in the immediate (same day) use should be stored in a safe location off of the right-of-way. If it is not practical, then the equipment, hardware, or materials may be stored beyond the Clear Zone as close to the fence or right-of-way line as is possible, and suitably marked.
- All debris, refuse, and waste resulting from the utility's activities shall be removed from the jobsite and motorists' view. Burning of cuttings, brush, or other debris shall not be permitted within the right-of-way, and may require a burn permit depending on the location in the county.

These conditions shall satisfy the requirements within the WCHA Utility Accommodation Policy (Iowa County Policy #1106), with regards to Appendix Section 100.0 - 111.0 .

# Appendices

*Effective January 1, 2022 – Supersedes January 1, 2000 & August 21, 2012*

*Email: [info@wiscohwy.org](mailto:info@wiscohwy.org)*

## Utility Accommodation Policy

Effective: \_08/15/2023\_

The Wisconsin County Highway Association (WCHA) Utility Accommodation Policy made effective January 2022, is attached, and hereby made a part of the Iowa County Utility Accommodation Policy with the following additions and/or amendments:

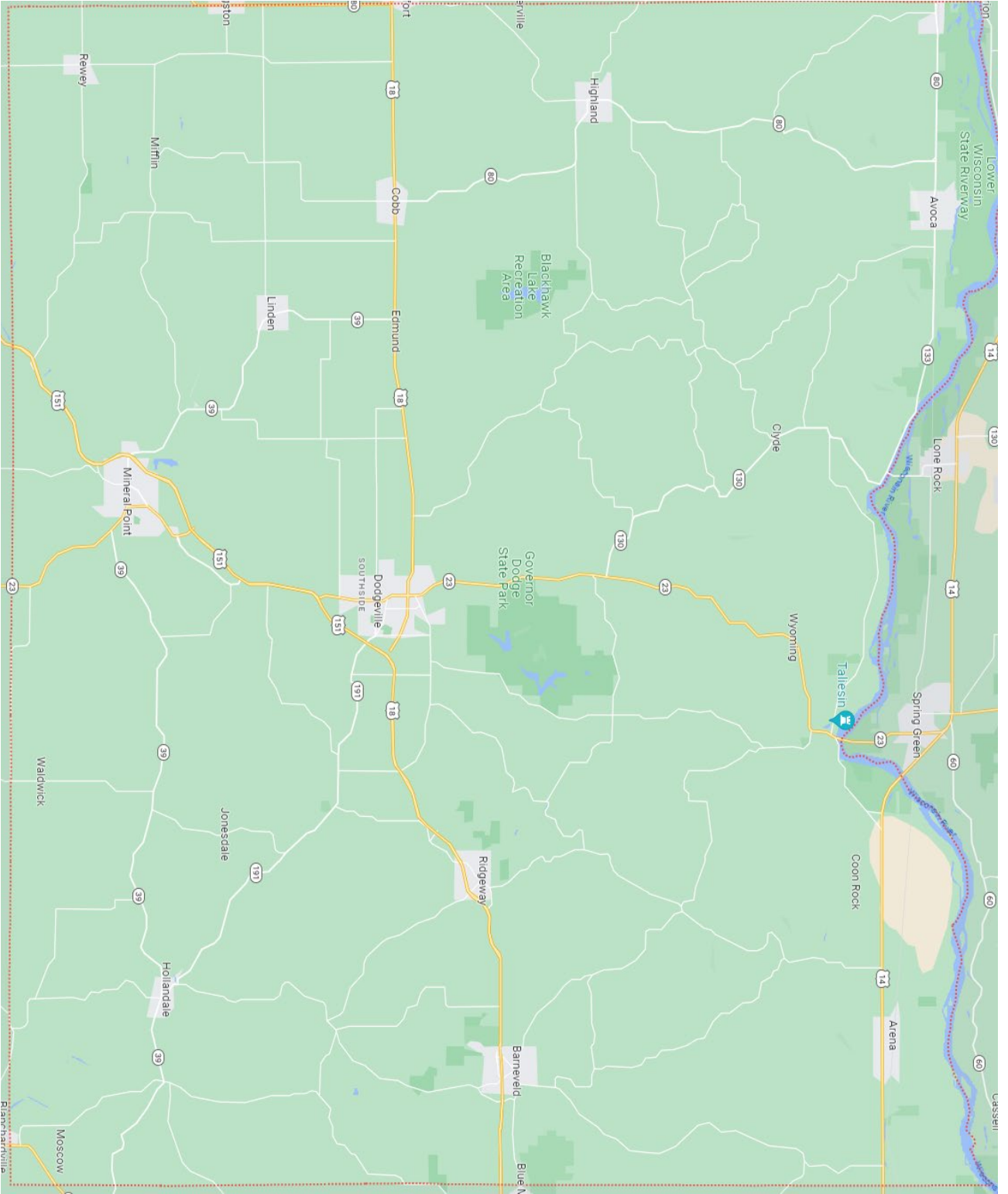
Suggested inclusions each County should consider for a list of additions:

- County Specific Pavement Restoration Requirements
- Plans/Diagrams
- Fees
- Instructions for Filing of Permits

WCHA Utility Accommodation Policy Appendices Section 100 - 111

## APPENDICES

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SECTION 101 – COUNTY CONTACT INFORMATION

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**Iowa County Highway Department**

1215 N Bequette Street  
Dodgeville WI 53533-0078  
Phone: 608.935.3381  
Fax 608.935.0372  
Email: [highway@iowacounty.org](mailto:highway@iowacounty.org)

CRAIG HARDY  
HIGHWAY COMMISSIONER  
WWW.IOWACOUNTY.ORG

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Highway Commissioner

Craig Hardy  
PH 608-935-3381 X605  
Cell 608-574-2935  
[Craig.hardy@iowacounty.org](mailto:Craig.hardy@iowacounty.org)

Operations Manager

Neil Wenger  
PH 608-935-3381 X606  
Cell 608-574-2936  
[Neil.wenger@iowacounty.org](mailto:Neil.wenger@iowacounty.org)

Utility Permit Review / Intake  
GIS/Engineering Technician

Kevin Peterson  
PH 608-935-3381 X615  
Cell 608-574-5280  
[Kevin.peterson@iowacounty.org](mailto:Kevin.peterson@iowacounty.org)

Business Manager / Billing

Tammy Fitzsimons  
PH 608-935-3381 X604  
[Tammy.fitzsimon@iowacounty.org](mailto:Tammy.fitzsimon@iowacounty.org)

Department email: [Highway@iowacounty.org](mailto:Highway@iowacounty.org)



**SECTION 102 – SAMPLE UTILITY PERMIT APPLICATION FORM**

**IOWA** \_\_\_\_\_ **COUNTY HIGHWAY DEPT**  
**APPLICATION/PERMIT to CONSTRUCT, OPERATE,**  
**and MAINTAIN UTILITIES WITHIN HIGHWAY**  
**RIGHT-OF-WAY**

Applicant/Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Office Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 Plans Prepared By: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

| LOCATION INFORMATION   |  |
|--|--|
| Highway(s): _____  |  |
| Town/Village/City of: _____  |  |
| _____ ¼ of the _____ ¼ Sec _____ T _____ N _____ R _____ E                                 |  |
| ADDITIONAL INFORMATION   |  |
| Annual Service Connection Permit? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Utility Work Order # _____   |  |
| Fee Required? <input type="checkbox"/> Yes <input type="checkbox"/> No Amount \$ _____     |  |

**DESCRIPTION OF PROPOSED WORK (Check and fill out all that apply)**

UTILITY TYPE:  Electric  Gas/petroleum  Communications  Water  Sanitary sewer  Private line  
 Transmission  Distribution  Service *Facility Size/Capacity:* \_\_\_\_\_  
 (diameter, # fibers, psi, Kv, etc.)

ORIENTATION:  Overhead  Underground  Parallel to hwy centerline  Hwy crossing  Bridge attachment  Tunnel

WORK TYPE:  New construction  Improve/repair existing  Maintenance  Removal  Abandon in place

CONSTRUCTION METHOD(S):  Plow  Trench  Bore  Suspend on poles/towers  Open cut hwy  Cased  
 Tree cutting/removal  Chemical treatment of trees/brush *Erosion Control Designation:*  Major  Minor

Provide additional narrative if needed: \_\_\_\_\_  
 \_\_\_\_\_

NAME AND PHONE NUMBER OF UTILITY REPRESENTATIVE  
 RESPONSIBLE FOR CONSTRUCTION: \_\_\_\_\_

Estimated Starting Date: \_\_\_\_\_ Estimated Completion/Restoration Date: \_\_\_\_\_

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions of the Utility Accommodation Policy of the above-named county 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 thereof.

By: \_\_\_\_\_ (Signature of Applicant/Company Authorized Representative) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Typed/Printed Name of Person Signing Above or Electronic Signature Code) \_\_\_\_\_ (Authorized Applicant/Company Representative Telephone Number)

**DO NOT WRITE BELOW THIS LINE**

**PERMIT APPROVAL BY PERMITTING AUTHORITY**

The foregoing application is hereby approved, and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated in the Utility Accommodation Policy of the above-named county including the Indemnification as included in Section 03 of the WCHA Utility Accommodation Policy in effect on the date of this application.

Supplemental Provisions Attached: \_\_\_ Yes \_\_\_ No

By: \_\_\_\_\_ (Authorized Representative for County)  
 \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

Date Revised: 1/5/01 clm

|                               |
|-------------------------------|
| <b>FEE RECEIVED: \$</b> _____ |
| <b>CHECK NUMBER:</b> _____    |
| <b>DATE ISSUED:</b> _____     |
| <b>HWY PROJECT #:</b> _____   |
| <b>PERMIT NUMBER:</b> _____   |

## SECTION 102 – SAMPLE PERMIT APPLICATION FORM

### PERMIT PROVISIONS AND CONDITIONS OF ISSUANCE:

Pursuant to Wisconsin Statutes, WisDOT Highway Maintenance Manual, and other County Regulations, this permit is granted to allow performance of the specific work described or referenced herein. The following standard provisions and any included special provisions shall govern:

1. Comply with the conditions and requirements of the WCHA Utility Accommodation Policy (UAP).
1. Permitted facilities shall, if necessary, be altered at the expense of the Applicant/Owner to permit alteration, improvement, or maintenance of the highway as may hereafter be ordered. The entire cost of constructing and maintaining the permitted facilities shall be the obligation of the Applicant/Owner, unless a contract for such costs has been executed by County.
2. Permitted Utility location shall be installed at the furthest horizontal location from the centerline, shall maintain a consistent centerline offset, shall meet the minimal offset and cover requirements of the UAP, and shall not deviate in position from the approved Permit submittal documents without written COUNTY consent and approval.
3. No open cutting for a crossing will be allowed where the pavement is too narrow to always maintain one-way traffic, unless County has granted permission for a detour. Wherever the pavement is opened, spoil shall be hauled away and the trench shall be backfilled with sand, gravel, or structural fill (compacted in layers).
4. Pavement removed shall be replaced in accordance with County specifications.
5. Applicant shall provide ALL NECESSARY SIGNS, FLAGMEN, AND LIGHTS required per conformance with the "Manual on Uniform Traffic Control Devices". When a detour is allowed, local newspapers shall be notified, by the Applicant, in advance of the work being started.
6. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of County representative. Access to all private drives and public street intersections shall be maintained, and all areas completely restored.
7. Trenching, tunneling, or excavating shall be performed in accordance with requirements of OSHA, Wisconsin Department of Commerce, this policy, and any applicable local regulations.
8. Copy of the permit approval, along with any plans and special provisions, shall be available on the job site.
9. Upon completion of the work, Applicant/Owner shall file a written notice of completion with the County.
10. Other jurisdictions that may have permit authority are to be contacted; for example, WDNR, Township, County Land & Water Conservation.
11. Issuance of a Permit does not exempt Applicant/Owner from any other Federal, State, County, or Local Agency Permits or approval processes.

### IDEMNIFICATION:

1. APPLICANT shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury, and loss of life), damages, costs, or expenses which COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur or be required to pay by reason of APPLICANT engaging in the activities authorized by the Permit or 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 the APPLICANT, or the construction or maintenance of facilities by APPLICANT, pursuant to the Permit, on, under, or over highway right-of-way, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, costs, or expenses caused or resulting from the acts or omissions of County, its agents, boards, commissions, officers, employees, or representatives. 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 the APPLICANT pursuant to the permit, 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. The obligation of APPLICANT under this paragraph shall survive the expiration or termination of the Permit.
2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of paragraph 1, above, APPLICANT will at all times during the term of the Permit keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000 Combined Single Limit (CSL). Covered afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or non-renewal. Upon issuance of the Permit, APPLICANT shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If APPLICANT insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of issuance of the Permit, and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive date. APPLICANT shall maintain coverage for the duration of the Permit and two years thereafter. APPLICANT shall furnish COUNTY, annually on the Policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that APPLICANT shall furnish COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either APPLICANT or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the APPLICANT. In the event any action, suit, or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to APPLICANT and shall cooperate with APPLICANT attorneys in the defense of the action, suit, or other proceeding. APPLICANT shall furnish evidence of adequate Worker's Compensation Insurance.
3. In case of any sublet work under the Permit, APPLICANT shall furnish evidence that every subcontractor has in force and effect insurance policies providing coverage identical to that required of APPLICANT.
4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive all requirements contained in paragraphs 1-3, above, such waiver to be in writing only.

**SECTION 102 – SAMPLE UTILITY PERMIT APPLICATION FORM**



Email: highway@iowacounty.org  
1215 N Bequette Street  
Dodgeville WI 53533-0078

Tel 608.935.3381  
Fax 608.935.5788

**HIGHWAY  
DEPARTMENT**

**FOR OFFICE USE ONLY**

Permit # \_\_\_\_\_ Check # \_\_\_\_\_  
Invoice # \_\_\_\_\_ Fee Waived By: \_\_\_\_\_  
Fee \_\_\_\_\_ \$50.00 \_\_\_\_\_  
Paid \_\_\_\_\_ Checks payable to: Iowa  
Date \_\_\_\_\_ County Highway Dept.

**PERMIT FOR WORK IN RIGHT-OF-WAY**

Chapter 86.07 (2) of Wisconsin Statutes provides that the authority maintaining the highway issue a permit before any excavation or fill or installation of a culvert, waterline etc... is made on a public highway.

Permit issued to \_\_\_\_\_ of \_\_\_\_\_ Wisconsin.

Name of Contractor/Individual Performing Work \_\_\_\_\_

State Description and Purpose of Work \_\_\_\_\_

Conditions of Permit: The surface of the driveway connecting with rural-type highway sections shall slope down and away from the highway shoulder a sufficient amount and distance to preclude ordinary surface water drainage from the driveway area flowing onto the highway roadbed.

Any soil disturbance in the County Right-of-Way must be made whole, using erosion control methods such as grass seed, mulch or erosion blanket material.

On/Under the \_\_\_\_\_ side of County Trunk Highway \_\_\_\_\_ located \_\_\_\_\_ miles

\_\_\_\_\_ (NSEW) of the junction of \_\_\_\_\_. Sec. \_\_\_\_\_ T \_\_\_\_\_ N \_\_\_\_\_ R \_\_\_\_\_ E \_\_\_\_\_.

Town/Village/City of \_\_\_\_\_.

Signed \_\_\_\_\_ Name \_\_\_\_\_  
(Please print)

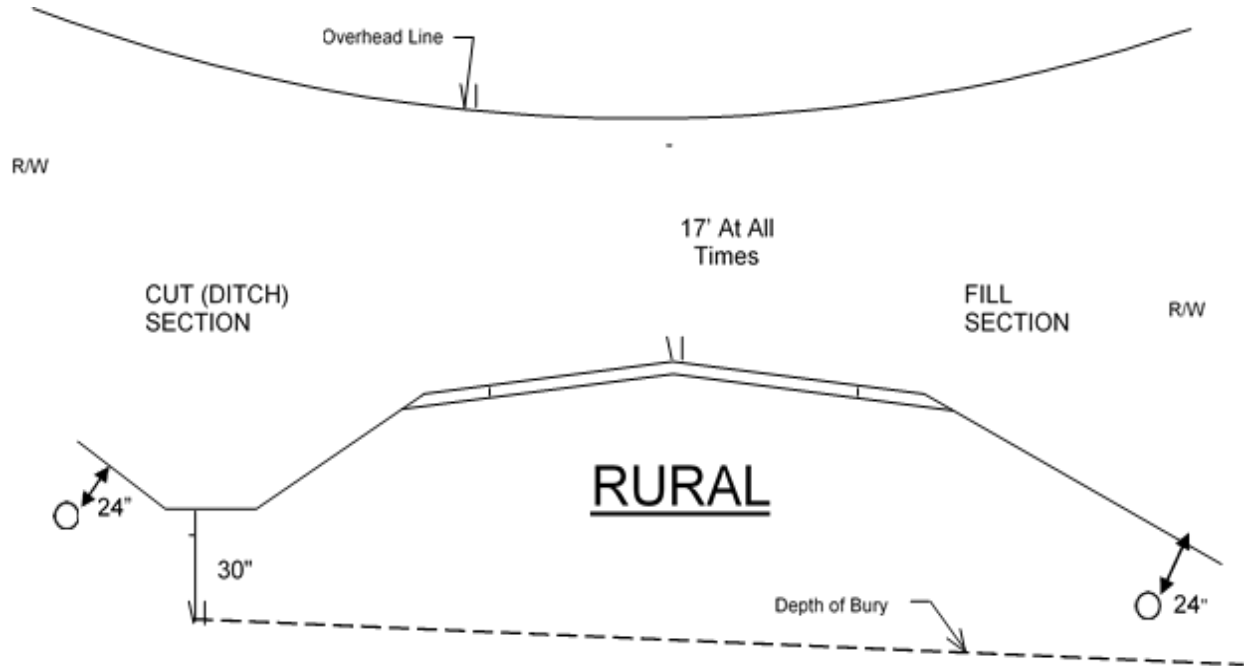
Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Email \_\_\_\_\_

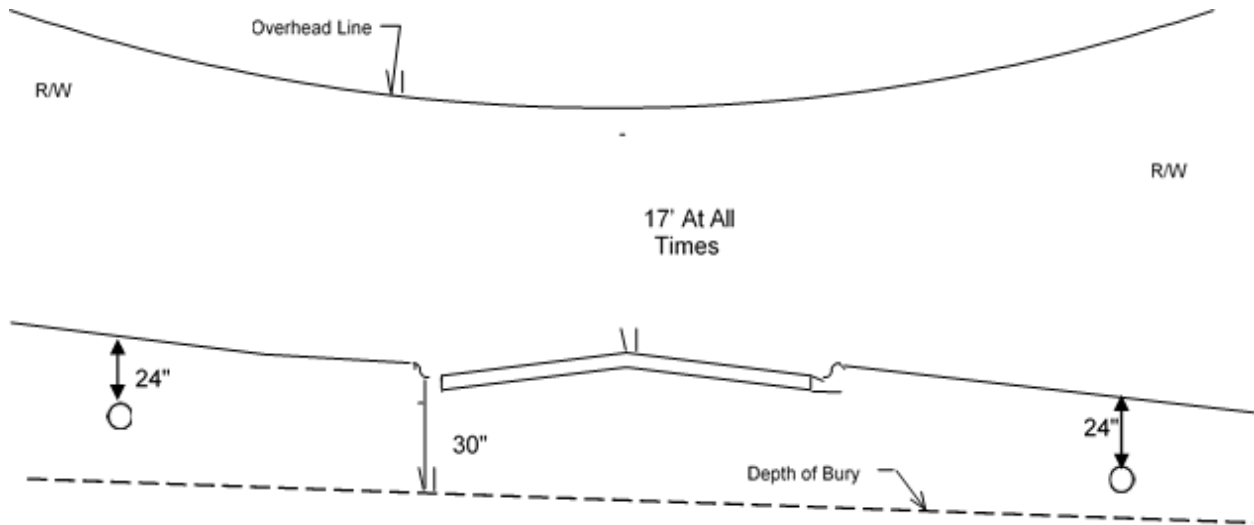
Signed: \_\_\_\_\_  
Craig E. Hardy, Highway Commissioner

Date: \_\_\_\_\_

**SECTION 103 – HIGHWAY CLEARANCE DIAGRAM**



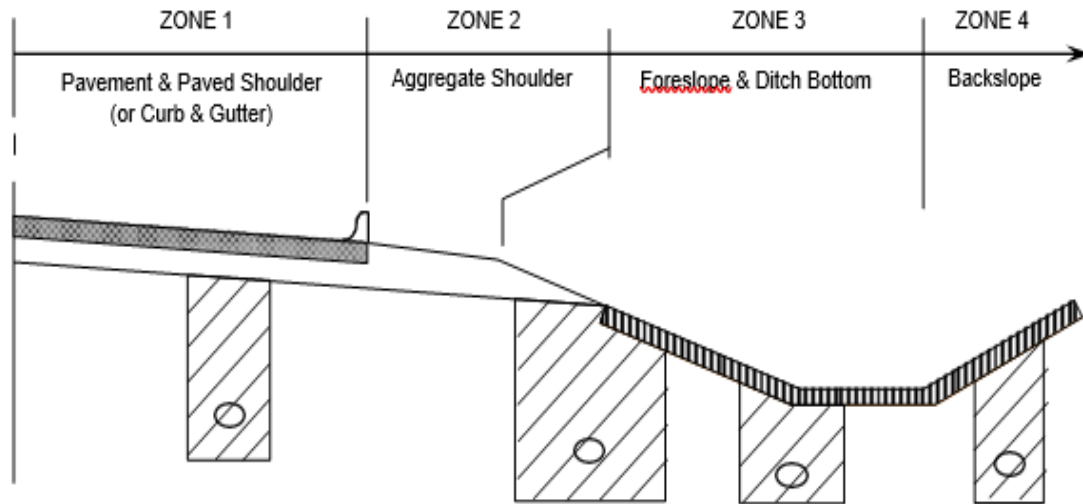
**URBAN**



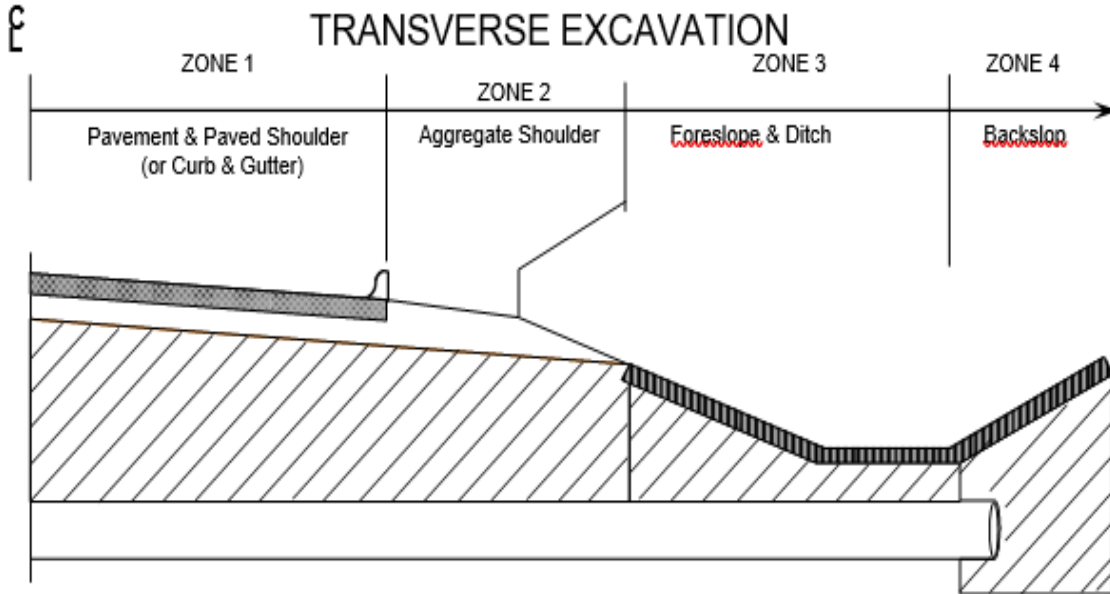
SECTION 104 - TRENCH LOCATION DETAILS

URBAN

LONGITUDINAL EXCAVATION



**BACKFILLING EXCAVATION DETAIL DRAWINGS**



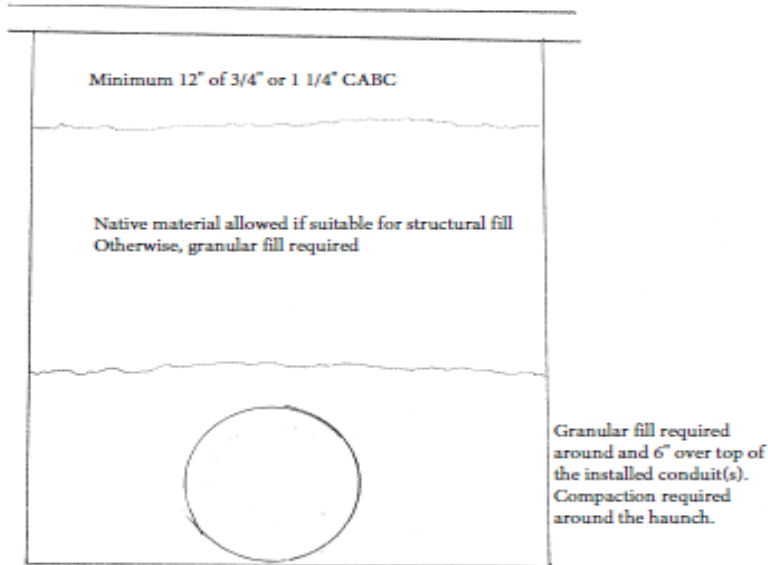
## SECTION 105 – OPEN TRENCH POLICY AND SURFACE RESTORATION DETAIL

Open trench methods may be allowed, provided the following requirements are met;

- Pavement condition is a PASER rating of 5 or less;
- Applicant/Owner shall own the property on both sides abutting the right-of-way if the facility is capable of conveying surface water from one side of the highway to the other, or if the area is enrolled in an established drainage district, or the abutting property owner(s) have signed a right of easement or access agreement to allow free access across the parcel(s) for the utility.
- Applicant/Owner agrees to own the facility, pipe, casing, or structure being installed and accepts the perpetual maintenance responsibility of the facility and the excavation in accordance with this Utility Accommodation Policy;
- Inspection of the installation shall be at the Applicant/Owner's expense;
- Slurry backfill may be required if native soils are deemed unacceptable to County (WisDOT slurry backfill formula from Highway Maintenance Manual 09-15-45 or equal);
  - Place material in clean concrete mixer truck and mix following (water amount as provided).
  - Run at mixing speed for 1 full minute to ensure even mixture prior to placement.
  - More Flowable (for each cubic yard): Sand = 1,600 pounds; #1 Stone = 1,400 pounds; #2 Stone = 1,000 pounds; Water = 25 gallons
  - More Rigid: subtract 400 pounds of #1 Stone and add 400 pounds of #2 Stone to Flowable formula.
- Surface restoration and backfill activities shall meet the conditions of the UAP.

Saw cut match joint:  
clean, even cut  
minimum 1 ft back from edge of excavation.

Replace surface asphalt with minimum 4" HMA:  
2" Binder = 3LT 5828S  
2" Surface = 4LT 5828S



All backfill materials to be free of rocks, large stones, roots, stumps, or any other deleterious materials.  
Place and compact in minimum lift heights of 12"; provide suitable mechanical methods.  
Compact soils to minimum 95% standard proctor or 90% modified proctor criteria per ASTM.

## SECTION 105 – OPEN TRENCH POLICY AND SURFACE RESTORATION DETAIL

For private facilities placed in accordance with this policy that are not incorporated within the Digger's Hotline service system, the installation shall be marked and identified at the right-of-way line nearest the utility location with a sign. Signs shall be provided by the County at the Applicant/Owner's expense. Signs shall provide warning that a private utility is in the vicinity with a current contact phone number and the County permit number reference as well. Applicant/Owner shall be responsible for maintenance of this sign until the facility is either removed or properly abandoned

### SAMPLE:



**SECTION 105 – OPEN TRENCH POLICY AND SURFACE RESTORATION DETAIL**

PERMIT FOR CONSTRUCTION WITHIN HIGHWAY RIGHT-OF-WAY

Applicant's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, ZIP \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
\_\_\_\_\_

TYPE OF CONSTRUCTION (Describe in Detail include identification of General Contractor)\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location: Road Name \_\_\_\_\_  
Distance \_\_\_\_\_ Direction \_\_\_\_\_ from \_\_\_\_\_  
feet or miles nearest cross road or intersection

The applicant agrees to indemnify and hold harmless the Permitting Authority, its employees, and its agents, from any cost, claim, suit, liability, and/or award which might come, be brought, or be assessed, because of the issuance or exercise of this permit, or because of any adverse effect upon any person or property which is attributed to the partially or entirely completed works of the applicant. Accomplishment of the permitted work, or any part thereof, by or on behalf of the applicant shall bind such applicant to abide by this permit and all its conditions and provisions. The applicant understands and agrees the permitted work shall comply with all permit provisions, conditions, plans, details or notes attached hereto and made a part thereof. Applicant understands and agrees the permitted activity is an encroachment onto properties maintained by the county and retained for public usage, as such the County may request its' discontinuance of usage should the installation be determined to be a hindrance to the usage of the right of way by the public.

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Authorized Representative)

Date: \_\_\_\_\_

Permit Approval by the Permitting Authority: This permit conforms to the requirements of the Iowa County Highway Department.

By \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature of Authorized Representative)

Date: \_\_\_\_\_



**SECTION 106 - PRIVATE SIGNAGE REQUIREMENTS**

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**PRIVATE UTILITY LICENSE AGREEMENT**

This application is hereby approved and permit issued by the Iowa COUNTY Highway Department, subject to full compliance with all provisions on the reverse side hereof and all attachments hereto.

By \_\_\_\_\_  
(signature of authorized representative)

Title \_\_\_\_\_ Date \_\_\_\_\_

Pursuant to Wisconsin Statutes, this permit is granted to allow performance of the specific work described herein. The following standard provisions and any included special provisions shall govern.

1. When one-way traffic or a detour is used, the contractor shall provide all necessary signs, flagmen, and lights required according to the latest edition of the "Manual on Uniform Traffic Control Devices." When a detour is allowed, local newspapers, radio stations, law enforcement and fire authorities, postmaster and school bus operators shall be notified by the contractor in advance of any work being started. The Owner/Installer shall not close the roadway or install a detour without proper notification of the Iowa County Highway Commissioner requesting to do so.
2. All disturbed areas shall be returned to their present condition or better, subject to the satisfaction of the Permitting Authority or his representative. Access to all private drives and public road intersections shall be maintained and all disturbed areas completely restored.
3. Any trenching, tunneling, or excavating shall be performed in accordance with the requirements of OSHA and the Wisconsin Department of Industry, labor and Human Relations, and any applicable local regulations. Trenching or excavating of the roadway will not be allowed, unless specifically stated within this agreement under type of construction.
4. A copy of this approval along with any plans and special provisions shall be available on the job site during installation.

**SPECIAL PROVISIONS**

Owner shall specify the manner of construction with a Plan document illustrating the location of the crossing and boring pits. Owner shall specify the method/manner of construction with the County Highway Commissioner prior to installation.

This AGREEMENT is entered into between OWNER, a Wisconsin landowner (hereinafter called "PERMITTEE") and the COUNTY of Iowa, Iowa COUNTY, Wisconsin (hereinafter called "COUNTY").

**RECITALS:**

A. **PERMITTEE** is the lessee, easement holder, or owner of record of the following described parcels of real estate: A portion of lands within section XX of Town X North, Range X East/West in the Town of xxxxx, Iowa County Wisconsin along and contiguous to the right of way for CTH xxxxx.

B. **PERMITTEE** desires to install an **irrigation system** upon adjacent cropland parcels, which system will require the installation of a pipeline across and beneath the COUNTY road X which separates such parcels. Location of the parcel is shown on attached map.

C. **PERMITTEE** has requested COUNTY to grant it a license to permit the installation of such pipelines across and beneath the COUNTY roads which separate the parcels and

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COUNTY is willing to grant such permission to **PERMITTEE** on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is acknowledged by the parties, the parties hereby agree as follows:

### SECTION 1: GRANT OF LICENSE

COUNTY hereby grants to **PERMITTEE**, its successors and assigns, a license (hereinafter the License) for

- (a) Type of system: Metal casing or heavy wall (SDR 35 or equivalent) PVC pipe for crossing liner/casing pipe. Casing pipe to extend from ditchline to ditchline or toe of slope to toe of slope, with a minimum bury of 6 feet to alleviate frost issues, or be properly protected to negate frost effects as approved by the COUNTY. The metal casing pipe shall be adequately sized to handle the stainless steel irrigation water line proposed per the irrigation system manufacturer's recommendation. In addition, a separate nominal 2-inch diameter line shall be installed adjacent to the water line for conveyance of private electrical utility. Both ends of the irrigation water line pipe crossing at the end of casing shall be fitted with a cleanout access for blowing out and removal of standing water in the winter seasons, to negate the effects of frost and frost rupture of the system.
- (b) Location: The crossing shall be installed from the property side of the line to property line side of the line across the right of way. The Owner shall meet the following additional requirements:
  - a. The crossing shall intersect the roadway centerline at either a 90 ninety degree angle or at a 45-degree angle.
  - b. The crossing and casing pipe shall be a direct line of sight from right of way intersection point to right of way intersection point, no angle points or bends.
  - c. The Owner shall mark both ends of the line with a metal reflective sign on a metal sign post at the point where the line enters the right of way on each side. The Owner shall be responsible for maintaining the signage to signify its' location for the duration of its' existence.
  - d. The Owner shall be responsible to notify all future permittee's of the utility location and depth. Owner shall provide an As-Built map/drawing of the utility location to the Highway Department upon completion of its' installation. Receipt of the drawing, shall not alleviate the Owner of its' responsibility to maintain the private utility service.

### SECTION 2: PURPOSE AND RESPONSIBILITIES DEFINED

1. The use of the License shall be limited to the installation and maintenance of one (1) **irrigation system** at +/- 1100 feet south of the intersection of CTH K and STH 14 in section 24, T-8-N, R-5-

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E in the Town of Arena. The initial installation of the pipeline and any future required replacement of the pipes beneath noted location shall only be installed by means of jacking and boring beneath the County trunk Highway at a sufficient depth so as not to damage the pavement or base course of the County Highway at said location. Owner and installer shall verify the requirements for depth of bury to address potential issues related to frost/heave action of the subsurface soils.

2. **PERMITTEE** and its successors and assigns shall be responsible for and shall hold **COUNTY** harmless from any and all damage to said pipelines including, but not limited to, any and all damage which may result from the future construction, installation, repair and/or maintenance of the County Trunk Highway and/or the ditches, drainage ways, culverts, bridges and other improvements located within or adjacent to such public rights-of-way by **COUNTY** and/or its employees, agents, or any other person or entity performing services on behalf of **COUNTY**.

3. **PERMITTEE** and its successors and assigns shall be responsible for and liable to **COUNTY** for any damage to the County Trunk Highway resulting from said pipelines (including, but not limited to, the installation and maintenance thereof). **PERMITTEE** and its successors and assigns shall indemnify **COUNTY** from and against all loss, costs (including reasonable attorney's fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with or resulting from said pipelines being located under the County Trunk Highway location noted above including, but not limited to, the installation and maintenance of said pipelines.

4. **PERMITTEE** and its successors and assigns shall restore any portion of the County Trunk Highway or right of way which may be disturbed by any installation or maintenance of the pipelines to its condition before the disturbance.

5. **PERMITTEE** and its successors and assigns shall have the right to any access needed to install and maintain said pipelines under the County Trunk Highway location noted above.

6. **PERMITTEE** and its successors and assigns shall be responsible for any and all costs incurred in connection with the installation and maintenance of said pipelines including, but not limited to, the complete restoration of the County Trunk Highway location noted above to its condition before any installation or maintenance activities.

7. **PERMITTEE** and its successors and assigns shall be responsible for obtaining any and all state, **COUNTY** or other permits required to install the pipelines under the County Trunk highway location noted above.

8. **PERMITTEE** and its successors and assigns shall be responsible to field locate the permitted **irrigation system** for the **COUNTY** and other companies that are performing maintenance or construction within the **COUNTY** right-of-way. If **PERMITTEE** does not belong to the normal utility locating service, **PERMITTEE** assumes the risk of protecting its own **irrigation system** and holds **COUNTY** harmless for any damage to **irrigation system** incurred when **PERMITTEE'S irrigation system** is not identified and marked.

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### SECTION 3: CONSIDERATION

The consideration for the granting of this License is the covenants and conditions contained herein, and no payment of money shall be required by **PERMITTEE** to **COUNTY** for this agreement.

### SECTION 4: LICENSE TO RUN WITH LAND

All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by **PERMITTEE** and **COUNTY** and their respective successors and assigns. **PERMITTEE** and any successor or assign to **PERMITTEE** as fee simple owner, easement holder or lessee of parcel shall cease to have any liability under this Agreement with respect to facts or circumstances arising, after such party has transferred their/its interest(s) in parcel to an unrelated third person or entity. Should the two parcels of land which the irrigation system join be separated in ownership, the Owner agrees to abandon and fill the piping in place with suitable non-settling materials; as mutually agreed to by the Owner and County.

### SECTION 5: TERMINATION

This License may be terminated by **COUNTY** at any time upon the giving of not less than 180 days advance written notice to **PERMITTEE** or its successor or assign.

### SECTION 6: GENERAL PROVISIONS

1. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.
2. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
3. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Iowa **COUNTY**, Wisconsin.
4. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

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5. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms and conditions of this Agreement.

6. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

**PERMITTEE**

**COUNTY OF IOWA**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Iowa County Highway Commissioner

ACKNOWLEDGEMENT

STATE OF WISCONSIN    )  
  :ss  
COUNTY OF IOWA        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 the above-named \_\_\_\_\_, in his capacity as Owner of Record of the parcels and **PERMITTEE** to me known to be the person who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, Iowa County, Wisconsin  
My Commission is permanent  
or expires: \_\_\_\_\_.

## SECTION 107 - WDNR DISTRICT OFFICES LIST

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Wisconsin Department of Natural Resources Contact:

Fitchburg Regional Office  
3911 Fish Hatchery Road  
Fitchburg, Wis. 53711  
608-275-3266  
608-275-3338 Fax

Liaison:

Eric Hegglund  
Environmental Review Specialist Advanced  
608-228-7927 (Direct Dial)  
Eric.Hegglund@wisconsin.gov

Permittee is required to comply with all local, state, and federal environmental law requirements for their project as warranted by USACE, WDNR, Iowa County Land Conservation, Iowa County Planning and Zoning, and / or other regulatory agencies.

Note this is a state WDNR staff position, and will be updated by the Highway Department when pertinent.

**SECTION 108 – STOP WORK NOTICE**

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**STOP WORK ORDER**

In accordance with the requirements of the \_\_\_\_\_ County Utility Accommodation Policy (UAP), you are hereby ordered to immediately cease and desist with all work associated with permit # \_\_\_\_\_.

Stop Work instruction is being ordered on behalf of \_\_\_\_\_ County Highway Commissioner in accordance with section \_\_\_\_\_ of the \_\_\_\_\_ County UAP.

**SITE LOCATION:**

Highway \_\_\_\_\_ If divided, please indicate direction    NB    SB    EB    WB

County \_\_\_\_\_ City/Town \_\_\_\_\_ Village of \_\_\_\_\_

Distance from nearest public roadway intersection or mile marker \_\_\_\_\_

Other landmarks? \_\_\_\_\_

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**CONDITION RESULTING IN STOP WORK ORDER:**

**The following situation has occurred which is resulting in the Stop Work Order:**

\_\_\_\_\_  
\_\_\_\_\_

The following corrective action is required:

\_\_\_\_\_  
\_\_\_\_\_

**Only work to correct the defect as described herein may commence. No other Work on this project shall commence until such time as the defect is corrected to the satisfaction of the County and the UAP.**

Signed,

\_\_\_\_\_  
**Highway Commissioner**

**SECTION 109 – ENVIRONMENTAL DISCOVERY CHECKLIST**

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SECTION 110 – COMPLETION FORM

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**RETURN THIS COMPLETION CERTIFICATE  
TO THE IOWA COUNTY HIGHWAY DEPARTMENT  
UPON COMPLETION OF ALL WORK**

(For Utility Permits)

E-Mail or Fax to Address Listed Below

Date \_\_\_\_\_

To: **IOWA COUNTY HIGHWAY DEPARTMENT**

ATTN: **\_KEVIN PETERSON\_**

TELEPHONE: **\_608-935-3381 X605\_**

FAX: **\_608-935-0372\_**

E-MAIL: **[KEVIN.PETERSON@IOWACOUNTY.ORG](mailto:KEVIN.PETERSON@IOWACOUNTY.ORG)** OR  
**[HIGHWAY@IOWACOUNTY.ORG](mailto:HIGHWAY@IOWACOUNTY.ORG)**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

COUNTY PERMIT NO.: \_\_\_\_\_

UTILITY PROJECT LOCATION CTH \_\_\_\_\_

**The work requested under the above-mentioned highway permit has been completed. The County can now review to ensure proper restoration to the affected highway right-of-way has been made.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**SECTION 111 – MAINTENANCE RESPONSIBILITY MEMO**

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**Utility Policy Memorandum**

To: All Utility Companies with Facilities on Roads within the County  
From: \_\_\_\_\_, Highway Commissioner

Re: Utility Marker Installation Policy

**Utility Marker Installation Effective Dates:**

**All New Equipment/Line Service: Upon Installation of Device**

**All Upgrading/Repairing Equipment/Line Service: Upon Installation of Upgrade/Repair**

**Any Existing Equipment/Line Service: as of January 1, 2011**

**High Visibility Pedestals/Cabinets Utility Markers**

As per the Utility Accommodation Policy and to reduce accidental damage to telecommunications pedestals or any other utility fixtures, a highly visible utility marker shall be installed on each pedestal/fixture in all right of way areas that will have a tall grass, snow covered and vegetation/brush overgrowth areas. The markers shall be installed and maintained by the utility to be visible to vegetation mowers, brush cutters, snowplows and other right of way maintenance equipment. Utility markers are available to fit all varieties of topography and the type (height) of pedestal/fixture being installed, which generally would be 4' to 6' in length. The utility markers shall have a bright reflective tape placed on the top 12" of the utility marker. The reflective material may have orange and/or white striping material. The maintaining utility company shall also maintain a 5' vision clear zone (180 degrees in the right of way area) in the pedestal/fixture area of any/all brush and/or trees (See diagram below).

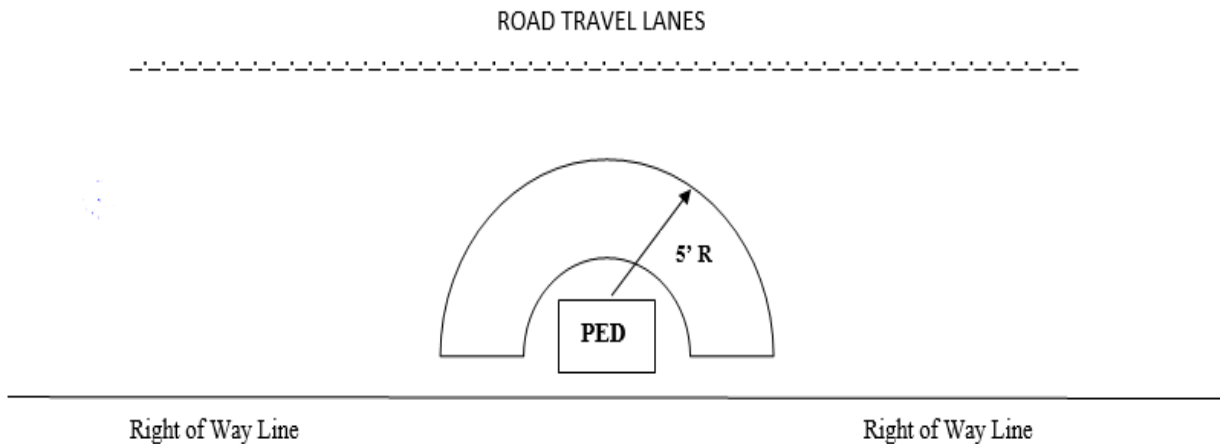


Diagram A