



APPLICATION TO WORK IN COUNTY RIGHTS-OF-WAY

Wells County Highway Department
828 E 200 S, Bluffton, IN 46714
P: 260-824-6430
chengineer@wellscounty.org

PERMIT #: _____

(Assigned by WCHD)

<u>Permit Type</u>	<u>Permit Fee</u>	<u>Permit Bond</u>	
Underground Linear Construction, Grading, Trenching, or Excavation Parallel to the Roadway. (Fee is per 500 feet or portion thereof for each continuous location. No cutting of pavement)	_____ Feet @ \$25 / 500 feet = \$ _____	@ \$10,000 per mile or fraction of mile = \$ _____	
Bores or Pushes Under the Roadway	_____ Bores @ \$50 each = \$ _____	@ \$5,000 per bore = \$ _____	
Placement/Removal of Poles/Overhead Lines (Fee is per 1000 feet or portion thereof for each continuous location.) Attachment Rights Required	_____ Feet @ \$50 / 1,000 ft = \$ _____	@ \$5,000 per mile or fraction of mile = \$ _____	
Tap Pit/Spot Cut Dirt (=> Includes a directly adjacent bore or push at no additional fee) (No cutting of pavement is allowed.)	_____ Tap Pits @ \$25 each = \$ _____	@ \$5,000 per pit = \$ _____	
Open Road Cut (Gravel Road)	_____ Cut @ \$350 / cut = \$ _____	@ \$0 per location = \$ _____	
Open Road Cut (Paved Road)	_____ SFT @ \$3 / SFT (\$600 Min) = \$ _____	@ \$20,000 per location = \$ _____	
Equipment Crossing Curbs or Sidewalk, NO Excavation	_____ Crossings @ \$25 / each = \$ _____	@ \$2,000 per crossing = \$ _____	
Vertical Bore (Fee is Per 3 Individual Samples, Per Road Segment)	_____ Bores @ \$25 / each = \$ _____	@ \$2,000 per bore = \$ _____	
Service Drop	_____ Drop @ \$25/ each = \$ _____	@ \$0.00 per drop = \$ _____	
TOTAL PERMIT FEE = \$ _____		TOTAL PERMIT BOND = \$ _____	
Invoice #: _____			
Check or money order #: _____	Bond Company: _____	Bond #: _____	
Applicant's Name	Company Name	Applicant Job/Permit No.	
Mailing Address	City	State	Zip Code
Email	Phone #		
Project Owner's Name (if different from applicant)	Company Name	Project Owner Job/Permit No.	
Project Owner's Address	City	State	Zip Code
Email	Phone #		
Contractor Name	Email	Phone #	
Project Location (Must be described thoroughly and include proximity to roadway centerlines and adjacent intersections)			
Project Purpose			
Road Restrictions	No Impact to Travel Lanes	Lane Restrictions Necessary (Must submit MOT Plan)	Road Closure Necessary (Must submit Road Closure Application)
Easement Is work being performed in the Applicant or Project Owner's easement? NO YES (if yes, documentation must be provided)			
The undersigned certifies that they have the authority to make this application and bind Property Owner(s) and owner's heirs to its terms, that the above information is true and correct, and that work requested by this application will be in conformance with the laws of Wells County. I, and all persons performing the work authorized by this permit, have read, fully understand, and will abide by all requirements concerning the permit and construction requirements. The applicant and Property Owner agree and understand that Wells County's approval is limited to conveying its approval to install the approved traffic control devices only within its legal road rights-of-way. The applicant, the Property Owner of the traffic control devices being installed under this permit, and I understand that in the event Wells County determines that any of the traffic control devices installed under this permit need to be repaired or maintained, relocated, or removed from the right-of-way, that the Property Owner or owner of the traffic control devices agrees to maintain, relocate or remove these facilities in a timely manner at no cost to Wells County.			
Signature		Date	
Printed Name		Title	



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RIGHT-OF-WAY AGREEMENT

The Board of County Commissioners of Wells County, Hereinafter referred to as the "Board", and the applicant and/or the owner of the facilities being installed, shall hereinafter be referred to as the "Permittee"

1. The Permittee shall provide a drawing of the proposed installation.
2. The Permittee shall call 811 for locates prior to any excavation in accordance with Indiana State law, including the dates outlined in their 811 dig ticket
3. The utility facilities which are to be retained, installed, adjusted, or relocated on, over, along, or under the highway, within Wells County right-of-way limits, will be located in the outer 10 feet of right-of way and accommodated in a manner that will not impair use of the highway, it's maintenance, or otherwise interfere with it's safe operation. Absolutely no above ground structure shall be placed on the foreslope or in the ditch bottom.
4. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future conditions or road improvements necessitate such action when so requested by the Board, including the assumption of cost thereof, except where Permittee has a compensable property right, or where reimbursement of such cost is provided for by law.
5. All disturbed areas shall be seeded or sodded by the Permittee within 30 days of completion to prevent erosion. This work may be deferred until growing season upon installation of erosion control measures at the Highway Engineer's discretion.
6. The Permittee shall not plant flowers, shrubs, or trees within the right of way. Existing plantings in the right-of-way creating a potentially dangerous condition as determined by the Highway Engineer shall be removed by Permittee.
7. The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing, and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way, through the office of The Wells County Highway Department.
8. The Permittee shall hold harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of the Permittee's negligence in connection with any work done pursuant to the agreement.
9. During the progress of any construction undertaken within the limits of said highway in compliance with this agreement, the Permittee shall provide watchmen and flagmen as may be required for safety and convenience of the public. Further, the Permittee shall provide all barricades, signs, and traffic control lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated by special endorsement of the Boards duly authorized representative. Further, any detours of traveled roadways in Wells County, Indiana must be approved by the Wells County Highway Department and the Board which have acknowledged and approved the impact of such detours on the county roadways prior to the implementation of such detour as may be required.
10. All damages to drainage structures, roadbeds, pavements, ditches, and other highway appurtenances arising from the installation, maintenance, or repair of the Permittee's utility facilities shall be repaired at the expense of the Permittee. No portion of pavement or highway shall be disturbed without prior permission from the Board. If a road cut is approved by the Board, the Permittee shall make all necessary repairs according to specifications obtained from the Wells County Highway Department. Upon completion of any work within the limits of the highway, all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when the work was begun.

These conditions have been read and agreed to :

(Signature)

(Representing)



ENCROACHMENT AGREEMENT TERMS

The Board of County Commissioners of Wells County, Hereinafter referred to as the "County", and the applicant and/or the owner of the facilities being installed, shall hereinafter be referred to as the "Licensee"

1. Wells County hereby consents to Licensee's Encroachment described in this permit to be located upon the County's right-of-way effective upon approval of the work covered by this permit.
2. The Licensee (s) and his successors and assigns, including subsequent property owners, assumes responsibility for all maintenance of the encroaching improvement.
3. It is mutually understood and agreed that consent to the Encroachment does not create in the Licensee or his successors and assigns any right, title, or interest in and to the County's right-of-way upon which said Encroachment is or may hereafter be located, and the Licensee hereby specifically waives any right, title, and interest in and to that portion of the real estate owned or controlled as right-of-way which the Licensee might have acquired, or might hereafter acquire by any means of adverse possession.
4. In consideration of the County's consent to the Encroachment on the right-of-way, Licensee agrees to maintain the Encroachment improvements, including above ground or buried utilities, culvert pipes, end sections, and drainage ditches created or impacted by the permitted work, in a manner which does not interfere with the use of the right-of-way for its dedicated purpose. Licensee further agrees to maintain that portion of the private improvement within the right-of-way in good condition in substantial compliance with the standard details and specifications published at the time of the work and in such a manner as to prevent obstruction, interference, or degradation of the roadway, or negatively impact the traffic thereon or the flow of runoff water to or within any roadside ditch.
5. In consideration of the County's consent to the Encroachment on the right-of-way, the Licensee does hereby certify, acknowledge, and affirm that Wells County, Indiana, shall not be responsible or liable for any loss occasioned by the removal, alteration, or destruction (in whole or in part) of the installation of the Encroachment over, above, and/or located upon or within the right-of-way, whether during the lawful exercise of the County's right and duties in regard to the maintenance, repair, or improvements to or upon said right-of-way or on other occasions and whether caused in whole or in part by the negligence of the County or its employees, agents, contractors, or representatives. The County and its employees, agents, contractors, officials, and other representatives are hereby released from financial responsibility for any and all losses the Licensee incurs arising out of, related to, or associated with the Encroachment.
6. Licensee and successors and assigns and successor owners in interest shall indemnify Wells County, Indiana, and hold the County harmless from any and all liability, damages, expenses, and costs, including reasonable attorney fees, arising out of or related to damages to property or injury to persons, including death, which result from, relate to, or arise in connection with the Encroachment within the right-of-way. In the event it becomes necessary for Wells County to enforce this indemnification and hold harmless provision, the Licensee shall pay all reasonable costs the County incurs in the enforcement thereof and in the enforcement of this Encroachment Agreement, including reasonable attorney fees. The Licensee and successors and assigns and successor owners in interest to the Real Estate shall have an affirmative duty to inform all third parties with whom each negotiates for a possible sale, lease, assignment, mortgage, or transfer of the Property of the existence of this Encroachment Agreement and the obligations hereunder.
7. In the event the Licensee or successors and assigns or a successor owner in interest to the Real Estate breaches this Encroachment Agreement, in addition to all other legal and equitable rights and remedies the County may have, the Licensee hereby covenants and agrees that the consent granted to encroach may be revoked at any time thereafter upon the County giving at least ninety (90) days prior written notice of termination of the Encroachment. Upon receipt of such notice, the Licensee shall remove the Encroachment at his sole cost and expense prior to the termination date. Should the Licensee's successors and assigns fail to timely remove the Encroachment, the County may do so and is hereby released from any and all liability resulting from or associated with said removal of the Encroachment and from any diminution in the value of the Real Estate as a result thereof. All costs and expenses incurred to effectuate said removal, including related employee and court costs and attorney fees, shall be promptly reimbursed by the Licensee to the County within ten (10) days of being invoiced.
8. When County-controlled right-of-way is transitioned to control by another governmental agency, such as an annexation or a transition from rural to urban service districts, permittee's obligations under this encroachment agreement shall be transferred to such governmental agency.
9. Licensee shall be responsible to modify or remove private improvements covered by this encroachment to the Highway Engineer's satisfaction in the event the County constructs or causes to be constructed improvements within its right-of-way that are in conflict with the County work.

These conditions have been read and agreed to :

(Sign)

(Representing)



INSTRUCTIONS FOR COMPLETION

Step 1: Complete a Right of Way permit application through the Wells County Highway Department. Blank applications can be picked up at the Wells County Highway Department, requested by emailing chengineer@wellscounty.org, or available for download at [place holder for website].

Step 1a: Determine the permit fee amount. Fees are based on the type and extents of work being performed. To calculate fee totals please complete the first page of the permit application.

Step 1b: Determine the bonding required for your project. Bonding amounts are based on the type and extents of work being performed. To calculate fee totals please complete the first page of the permit application.

Step 2: Submit Permit Application along with project plans to the Wells County Highway Department or send to chengineer@wellscounty.org. Plans must include maintenance of traffic schematics and details.

Step 2a: If a road closure is necessary, **it must be declared in the permit application and a separate Road Closure Permit must be submitted** to the Wells County Highway Department for separate approval.

Step 3: Wells County Highway Department review, approval, and recommendations. Be prepared to respond to questions from the Wells County Highway Department. Representatives from the Highway Department will review the plans submitted and may have additional questions or request additional information to be submitted. Upon final review and acceptance from the Highway Department, a permit number will be issued.

Step 3a: **IF Wells County Commissioner Approval is required.** Upon approval from the Highway Department, all work in right of way (excluding driveway construction) must be approved by the Wells County Board of Commissioners. Commissioners Meetings are held on every 1st and 3rd Monday of each month, but are subject to change due to the County holiday schedule. Board of Commissioners' approval will **NOT** be made subject to appropriate bonds being paid by the applicant. **Step 3 must be completed by 12:00 pm the Wednesday prior to a Commissioners' Board meeting to be added to the Board's agenda.**

Step 4: Submit Permit Fees and original copies of the Permit Bonds to the Wells County Highway Department. The Wells County Board of Commissioners shall be shown as the Obligee on any and all Bonds. Payment prior to Board of Commissioners' approval will not be accepted.

Step 5: Wells County Highway Department will notify applicant of approval. Once the applicant submits permit fees and permit bonds, the Wells County Highway Department will provide fully executed permit to applicant. Fees should be made payable to the Wells County Highway Department. Unless other conditions have been placed on the permit approval, this shall be the County's notice to the applicant that construction may begin.

Step 6: If replacement of existing poles, installation of new poles, or any above physical above ground utility facility (pedestal, power supply box, tap pits, handholes, etc.) is permitted, the applicant shall stake all proposed pole locations, and the locations **MUST** be verified and approved by a representative of Wells County Highway Department prior to installation. Please refer to Wells County Utility Accommodation Policy.

Step 7: Contact the Wells County Highway Department 24 hours prior to work beginning. Permits expire one year after initial approval from the Board of Commissioners.

Step 8: Upon completion of the work, notify the Wells County Highway Department so a final inspection may be completed.

Step 9: Wells County will perform a final inspection of the work. The applicant will be notified of any deficiencies and will be expected to remedy in a reasonable timeframe. Upon final acceptance, Wells County will notify applicant that work has been completed satisfactorily.

Step 10: When maintenance bond is required, applicant shall submit a 3 year maintenance bond for the work completed within the right of way. Original permit bond will be cashed if applicant fails to submit a maintenance bond within a reasonable time of County's acceptance.

These conditions have been read and agreed to : _____

(Sign) _____

(Representing)

PERMISSION TO PERFORM WORK AS OUTLINED IN THIS PERMIT WITHIN COUNTY HIGHWAY RIGHT OF WAY IS HEREBY GRANTED:

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF WELLS:

Jeff Stringer, President
Wells County Board of Commissioners

Blake Gerber, Commissioner
Wells County Board of Commissioners

Michael K. Vanover, Vice President
Wells County Board of Commissioners

Attest:

Lisa McCormick, Wells County Auditor

STATE OF INDIANA)
) SS:
COUNTY OF WELLS)

Before me, a Notary Public in and for said County and State, personally appeared the Wells County Board of Commissioners, by JEFF STRINGER, MICHAEL K. VANOVER, and BLAKE GERBER, the President, Vice President, and Member, respectively, who acknowledged execution of the foregoing instrument as such officer acting for and on behalf of the Wells County Board of Commissioners.

Witness my hand and Notarial Seal on _____.

My Commission Number:

My Commission Expires:

Notary Public

Notary's printed or typed name

This instrument prepared by _____.
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. _____ (name)