

**Village of Mishicot  
DRIVEWAY PERMIT**

Owner \_\_\_\_\_ Permit Address \_\_\_\_\_

Date work to be completed: \_\_\_\_\_

\_\_\_\_ Replacing Driveway Approach

\_\_\_\_ Other – description of work to be done: \_\_\_\_\_

	Yes	No
Are grades required?	____	____
Any object in approach area? (hydrants, catch basins, power poles, etc.)	____	____

I, the undersigned, do hereby request permission to replace a driveway as noted above, and agree to abide by the decision of the Director of Public Works as to how the work is to be done.

I agree to indemnify and hold harmless the Village of Mishicot, its officers, employees and agents against any and all liability for injuries, damages and costs, including actual attorney's fees, resulting from or arising out of any actions of the Applicant, its agents, employees or subcontractors related in any way to the use of the street for which this driveway permit is granted. Acts of the Applicant for which the Village of Mishicot is indemnified hereunder shall include, but specifically not be limited to, failure to adequately warn members of the public of the work being performed and failure to properly perform such work.

In all cases requiring the pouring of concrete for sidewalks or driveways, the following specifications shall apply as directed or approved by the Director of Public Works:

1. Only full entire sections of driveway shall be replaced. This means from existing end or joint to existing end or joint.
2. All driveways in the Village of Mishicot shall be constructed using a standard concrete mix of ingredients that contains 6% air entraining and shall contain not less than 6 bags of cement per cubic yard and shall contain aggregate with less than 2% chert by weight. This must be verified in writing from the concrete supplier. Small replacement sections (not cost effective to have a ready-mix cement truck supply the concrete) may be constructed by using a portable concrete mixer. The Director of Public Works must inspect the gravel before construction and will verify the total number of cement bags needed.
3. All applicable concrete specification and ordinances shall apply.
4. All construction materials used are subject to approval and the construction of concrete driveways shall comply with Section 602 of the "State Specifications".
5. Joints and expansion material shall be constructed as directed.
6. The width of driveways shall not exceed 25 feet at the sidewalk for residential, or 35 feet for residential with 3-car garage, or 35 feet for business or commercial properties, and residential duplex dwelling units which have adjoining garages with at least two parking stalls for each unit unless special permission is granted by the Village Board.

7. Driveways shall not be constructed nearer than 25 feet from street corners.
8. Driveway approaches at the sidewalk shall be three (3) feet from the side lot line – unless variance approved.
9. The thickness of sidewalks across driveway areas, shall not be less than six (6) inches residential and seven (7) inches commercial. All driveway areas shall be reinforced with 6" x 6", 10-10 WWF. (6" x 6" square size mesh, 10-10 gauge)
10. All drainage shall go to the street at a minimum grade of ¼ inch per foot except in areas where change in drainage is necessary.
11. The base of all concrete areas shall be constructed on a minimum of a six (6) inch thick compacted sand base.
12. Work shall be completed within the same calendar year that the permit is issued.
13. The concrete finished surface shall meet the standards stated in Section 602.3.1.3 of the State Standard Specifications for Highway and Structure Construction having a maximum of 6mm (about ¼ inch) variation or departure from a 3m straightedge on any surface area.

Remarks: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Approved: \_\_\_\_\_

Director of Public Works  
Or Village Clerk

\_\_\_\_\_

Contractor Owner

\_\_\_\_\_

Signature

## IRREVOCABLE LETTER OF CREDIT

Amount: \_\_\_\_\_

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

To: Village of Mishicot  
511 East Main Street  
Mishicot, WI 54228

At the request of and for the account of \_\_\_\_\_  
\_\_\_\_\_ (“Applicant”) we hereby establish this Letter of Credit in your favor.

We hereby irrevocably authorize you to draw on us in accordance with the terms and conditions hereinafter set forth an amount not exceeding \$ \_\_\_\_\_ (the “stated amount”). Each draw hereunder shall reduce the stated amount of such drawing.

The purpose of the Letter of Credit is to secure the Applicant’s compliance with all conditions of any Driveway Permit issued to the Applicant by the Village of Mishicot. In the event the Village of Mishicot Director of Public Works unilaterally determines that the Applicant has failed to comply with any condition of any Driveway Permit, the Village, through its Board of Public Works, is authorized to draw upon this Letter of Credit without any further consent on the part of the Applicant, for the purpose of securing compliance with any and all Permit requirements.

The Letter of Credit shall expire at the close of business one year from the date hereof.

Very truly yours,

\_\_\_\_\_  
Signature

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

# EXCAVATION BOND

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
\_\_\_\_\_ as principal and \_\_\_\_\_ as surety, are held and  
firmly bound unto the VILLAGE OF MISHICOT in the penal sum of Ten Thousand Dollars (\$10,000) to be  
paid to the said Village of Mishicot, its successors and assigns, for which payment, well and truly to be made,  
we bind ourselves and our heirs, executors, and administrators, or successors and assigns, as the case may be,  
jointly and severally, firmly by these presents. Signed, sealed and dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said \_\_\_\_\_  
\_\_\_\_\_ be granted a permit or permits for excavation in the streets, alleys or  
public grounds in the Village of Mishicot, he shall perform all work covered by said permit or permits in  
accordance with all pertinent ordinances to fully protect the public health, safety and welfare, and if  
\_\_\_\_\_ will backfill and compact any fill in any opening or  
excavation which he makes in any street, alley or public grounds as directed by and to the full satisfaction of  
the Director of Public Works, and shall pay the cost of restoring the permanent surface of the street, alley or  
public grounds by the Village, and in the event settling occurs within three years after the date of completion  
of the work, shall make or cause to be made necessary resultant repairs to curbs, sidewalks, driveways, etc.,  
subject to the provisions of the Municipal Code of the Village of Mishicot, and shall indemnify and hold  
harmless the Village of Mishicot and its officers and agents against any and all injuries and damages  
resulting or arising from the performance of any work for which a permit is issued, or from the performance  
by the applicant, his agents, employees or subcontractors of any work incidental to or connected with such  
work, and shall pay all judgments, costs and charges that may be recovered against the Village of Mishicot or  
any of its officers or agents by reason of the performance of said work or in consequence of any act done by  
said \_\_\_\_\_, his agents, employees or subcontractors pursuant to said  
permit, then this obligation shall be void, otherwise it shall have full force and effect.

This bond shall cover all work done under any permits for excavation issued to the principal obligor  
and shall expire on \_\_\_\_\_, \_\_\_\_\_.

IN PRESENCE OF

_____	_____
Witness	Principal Signature
_____	_____
	Attorney-in-fact Signature

## AFFIDAVIT

STATE OF WISCONSIN

Manitowoc County )ss \_\_\_\_\_, being first duly  
sworn, on oath deposes and says that he is an Attorney-in-fact of the \_\_\_\_\_  
\_\_\_\_\_ Company, surety on the attached bond, executed by \_\_\_\_\_  
\_\_\_\_\_. (Contractor)

Affiant further deposes and says that no officer, official or employee of the Village of Mishicot has any  
interest directly or indirectly, or in receiving any premium, commission, fee or other thing of value on  
account of the sale or furnishing of the policy, bond, undertaking or contract of indemnity guaranty or  
suretyship in connection with the above-mentioned contract.

\_\_\_\_\_  
Attorney-in-fact Signature

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, A.D., \_\_\_\_\_

\_\_\_\_\_  
Notary Public, Manitowoc County, Wisconsin  
My Commission Expires \_\_\_\_\_