



Traffic Guidelines Manual

ORIGINATOR State Traffic Engineer		9-3-7
CHAPTER 9	Bicycle Facilities	
SECTION 3	Markings	
SUBJECT 7	Shared Lane Markings	

A. Purpose

WisDOT encourages bicycling by adding or utilizing space on roadways, for use of bicyclists. When this cannot be done, this policy gives guidance for when both bicyclist and motorist are sharing the roadway so to minimize motorist and bicyclist crashes.

Due to costs associated with maintaining shared lane markings and a significantly reduced maintenance budget, WisDOT has adopted specific maintenance provisions as part of the following policy.

This policy does not pertain to the connecting highway system. Connecting highways are maintained by local governments and aids are provided to cover the costs to maintain these facilities.

B. Policy

Shared Lane markings

- Assist bicyclists with lateral positioning in a shared lane with on-street parallel parking in order to reduce the chance of a bicyclist's impacting the open door of a parked vehicle.
- Assist bicyclist with lateral positioning in lanes that are too narrow for a motor vehicle and a bicycle to travel side by side within the same traffic lane.
- Alert road users of the lateral location bicyclists are likely to occupy within the traveled way.
- Encourage safe passing of bicyclists by motorists
- Reduce the incidence of wrong-way bicycling.

These markings *should not* be placed on roadways that have a speed limit above 35 mph. They **shall not** be used on shoulders or in designated bicycle lanes. When used, the marking *should* be placed immediately after an intersection and spaced at intervals not greater than 250 feet thereafter.

Refer to SDD 15C 29f for layout of the marking.

Permit Process/Requirements

The Region Traffic Engineer will review the request with the Regional Bike and Pedestrian Coordinator. If shared lane markings are approved, a permit **shall** be issued to the local unit of government that is accepting long-term maintenance of the markings.

The form DT 2137 is attached to this policy. A copy of the approved permit **shall** be sent to the local government and a copy **shall** be filed in the Region Office.

The permit **shall** be officially signed and approved prior to any marking of new shared lane markings. Subsequent remarking will not require a new permit except after upgrading of the highway.

Existing markings *should* be evaluated with the community, based on need and safety, individually and collectively within the community.

Under “Type of Project” on the permit form, use the following guidance:

- If the shared lane marking (existing or new) is to be marked as part of an improvement project, check the “Improvement Project Agreement” box.
- If the shared lane marking is to be first-time marked on existing pavement by the local government, check the “Retrofit Agreement” box.
- If an existing shared lane marking is to be remarked on existing pavement by the local government, check the “Maintenance Permit” box.

Failure to comply with the permit provisions **shall** void the permit and the shared lane markings **shall** be removed at the local government’s expense.

APPLICATION/PERMIT FOR SHARED LANE MARKING

Wisconsin Department of Transportation
DT2137 5/2011 s.86.07(2) Wis. Stats.

When approved, this permit documents the terms and conditions for use by the Municipality for installation and/or maintenance of shared lane markings on highways under the jurisdiction of the Wisconsin Department of Transportation. The applicant must obtain this approved permit prior to marking a shared lane symbol.

Submit the completed application to the WisDOT Regional Office that has maintenance jurisdiction of the state trunk highway in the county where the marking will be located. A single application will be made per continuous segment of shared lane markings. A map with corresponding details is required for all applications.

Applicant – Municipality		County
Mailing Address		Area Code – Telephone Number
		FAX Number
Type of Project <input type="checkbox"/> Improvement Project Agreement <input type="checkbox"/> Maintenance Permit <input type="checkbox"/> Retrofit Agreement		Project ID <input type="checkbox"/> Yes, Project # _____ <input type="checkbox"/> No <input type="checkbox"/> N/A
Location: On Highway / Local Street Name	Intersecting Street From: _____ To: _____	
Type of Shared Lane Marking (material) <input type="checkbox"/> Paint <input type="checkbox"/> Epoxy <input type="checkbox"/> Preformed Plastic <input type="checkbox"/> Preformed Thermoplastic <input type="checkbox"/> Other, (specify)	Speed Limit _____ mph	List supplemental signing to be used _____
Operational Features <input type="checkbox"/> Yes <input type="checkbox"/> No Recognized Bike Route <input type="checkbox"/> Yes <input type="checkbox"/> No Parking <input type="checkbox"/> Yes <input type="checkbox"/> No Curbs Available	Width of Travel Lane _____	Width of Parking Lane (if present) _____

Shared Lane Marking Installation Conditions

1. By entering into this agreement, the Municipality agrees to cover all costs related to the placing and maintaining of permitted shared lane markings.
2. The design, installation and operation shall comply with Chapter 9 of the Wisconsin Manual of Uniform Traffic Control Devices.
3. During the installation and/or maintenance, the permittee shall follow all pertinent provisions for work zone traffic control as provided in Part 6 of the Wisconsin Manual of Uniform Traffic Control Devices.
4. The permittee shall coordinate the installation with the WisDOT Regional Office and other right-of-way users (i.e., utilities, adjacent property owners, etc.).
5. The permittee shall repair any damage to the pavement and/or right-of-way caused by installation or maintenance of equipment. Failure to do so promptly will result in permit revocation.
6. The permittee shall notify WisDOT after layout of the authorized work has been completed, but prior to the installation of any markings.
7. Permitted facilities shall be located as defined within this permit. Any part of the facility found to be otherwise located shall be subject to correction by and at the cost of the applicant to such extent as the WisDOT Regional Office may specify.
8. The permittee should be aware that future upgrading of the highway will remove the permitted marking. A future permit may be needed to replace the marking.

It is understood and agreed that approval is subject to the applicant's full compliance with the pertinent Statutes, as well as any codes, rules, regulations, and permit requirements of other jurisdictional agencies. The applicant shall also comply with all permit conditions, superimposed notes, and detail drawings, which may be added by WisDOT. Any alteration of this form by the applicant is prohibited and may be cause to revoke this permit.

The undersigned certifies that he/she is authorized to sign this application on behalf of the named unit of government.

X

 (Authorized Representative) (Title) (Date)

Approved for the Wisconsin Department of Transportation

Permit Number = Region (NC, NE, NW, SE, or SW) – County Number – Three-digit, consecutive permit number

Permit Number	X
- -	(Regional Authorized Representative) (Area Code - Telephone Number) (Date)

INDEMNIFICATION

The Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from 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 the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the 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 the State's property or right-of-way pursuant to this permit or any other permit issued by the State 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 the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; 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 whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. 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 this permit or any other permit issued by the State 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 State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The 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 the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State 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 the Applicant that remains on the State'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.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.047 and 182.0175 Wisconsin Statutes (1985-1986), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.