

# Utility application and agreement

Permit number: \_\_\_\_\_

*Office use only*

Sioux County Engineer's Office

[engineer@siouxcounty.org](mailto:engineer@siouxcounty.org) / 207 Central Ave SE, PO Box 17, Orange City, IA 51041 / 712-737-2248

## Instructions

- Complete this application (including the **Applicant signature agreement** on page 3) and submit it with plans or a map of the project to [engineer@siouxcounty.org](mailto:engineer@siouxcounty.org).
- The plans or map must include details showing that the utility will be placed in a location that complies with **Item 3** of the **Requirements** section below.
- Sioux County Engineer's Office will acknowledge receipt of the application. After approval by the Board of Supervisors, the agreement will be emailed to the *Point of contact*.

## Applicant information

Company name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

### *Point of contact*

First and last name: \_\_\_\_\_

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

Email: \_\_\_\_\_

## Project description

Utility type: \_\_\_\_\_

Activity type: \_\_\_\_\_

Brief description: \_\_\_\_\_

Anticipated start date: \_\_\_\_\_

### *Starting location*

Section, township, and range: \_\_\_\_\_

Latitude and longitude (decimal degrees): \_\_\_\_\_

Address: \_\_\_\_\_

## Terms and conditions

The utility company, corporation, applicant, permit holder or licensee, (hereinafter referred to as APPLICANT) agrees with Sioux County (hereinafter referred to as COUNTY) that the following terms and conditions as listed on this document shall govern under this permit after it is approved by the COUNTY:

1. The APPLICANT has requested permission of the COUNTY to construct certain items which are more particularly described above and on the documents attached hereto, upon the right of way of the COUNTY, which is presently being used for road purposes.
2. That in exchange for this permission, for which the COUNTY receives no other consideration, the APPLICANT agrees to place all construction at a distance more than 80 feet from the centerline of the road right of way, and that wherever the APPLICANT proceeds with construction at a location less than 80 feet from the centerline of the road right of way, whether said construction is located on the COUNTY road right of way or on the APPLICANT's private easement obtained from a private landowner or on the APPLICANT's private property, the

APPLICANT will at its own expense move said construction as completed whenever requested to do so by the Sioux County Engineer's Office in order to conform to new grades alignment or widening of right of way resulting from maintenance or construction operation by the COUNTY irrespective of whether or not additional right of way is needed to be acquired in connection with such roadway improvement. If the APPLICANT is unable to comply promptly, the Sioux County Engineer's Office may cause the work to be done and the APPLICANT will pay the cost thereof upon receipt of a statement for the cost of said work.

3. That the Sioux County Engineer's Office will endeavor to give the APPLICANT sufficient notice of any proposed construction or maintenance work on either existing or newly acquired right of way that is to expose, cover up or disturb or interfere with any completed construction belonging to the APPLICANT in order that the APPLICANT may arrange to protect their completed structure. The APPLICANT agrees that when the COUNTY performs such construction it may assume that the APPLICANT has located all of its structures, including those which are located underground, a distance more than 80 feet from the centerline of the road right of way, unless an as-built plan showing the location of the structure or structures is provided to the Sioux County Engineer's Office.
4. That the County assumes no responsibility for damages to the APPLICANT's property which is located within 80 feet of the centerline of the road right of way occasioned by any construction or maintenance operations on the said road right of way and roadway, including new or additional right of way acquired in connection therewith at any time subsequent to the building and construction of said proposed structures.
5. That the APPLICANT shall take all reasonable precautions in the construction thereof in order to protect and safeguard the lives and property of the traveling public and adjacent property owners and shall indemnify and save the County harmless of any damage or losses that may be sustained by the traveling public or adjacent property owners on account of such construction operations.
6. That operations in the construction and maintenance thereof shall be carried on in such a way as to not interfere with or interrupt traffic upon the said public roadway.
7. That the APPLICANT shall indemnify and hold the County harmless from any damage that may result to said roadway or to Sioux County, Iowa, either because of the construction or maintenance of said structures or as a result of the APPLICANT having located a part thereof within 80 feet from the center line of the Sioux County road right of way, and the APPLICANT hereby agrees to reimburse the County for any expenditures that the County may have to make on said roadway on account of said APPLICANT's structure having been constructed thereon or within 80 feet of the center line of said road right of way.
8. This agreement is subject to all of the rules and regulations of the Sioux County Engineer's Office including the use of vehicles and equipment on secondary roads, and to revocation by the Sioux County Engineer's Office at any time when in the judgment of the Engineer it is necessary in the improvement or maintenance of the highway or for other reasonable cause.
9. That the APPLICANT agrees to abide by the **Requirements** listed in the following section.

## **Requirements**

1. General
  - a. An approved permit is required before any utility installation can be made.
  - b. The installation shall meet the requirements of local, municipal, county, state, and federal regulations.
2. Signing
  - a. The APPLICANT shall follow signing procedures as given by the current Manual on Uniform Traffic Control Devices (MUTCD).
  - b. The applicant shall furnish, install, and maintain all signing during construction of said utility.
3. Placement
  - a. Aboveground structures shall be placed outside the clear zone. Clear zones vary based on the surface type and speed limits and may be verified with the County Engineer. Structures shall be located to provide sight distance at intersections.
  - b. Overhead installations shall be at a height greater than 20 feet over the road surface.
  - c. Underground installations shall be placed at the following minimum depth of cover:
    - i. Communication: 42 inches
    - ii. Electric or gas: 48 inches
    - iii. Sewer or water: 60 inches

- d. Underground installations shall be placed within the road surface or shoulder. On unpaved surfaces placement shall be 10 to 12 feet from the centerline. On paved surfaces, placement shall be 1 to 3 feet from the edge of pavement. Other locations in the County right-of-way shall be approved by the County Engineer.
  - e. Underground installations beneath structures shall be bored beginning and ending 50 feet on either side of the structure and placed at a minimum depth of 60 inches below flowline. As an alternative to boring beneath structures, installations may be rerouted to the right-of-way line 50 feet on either side of the structure.
  - f. All roadway crossings on paved roads shall be bored. On other roads, an open trench may be dug if the Engineer approves. Backfilling on open trenches shall be thoroughly compacted in layers of 6 inches or less in depth.
4. Notification
- a. The APPLICANT shall contact Iowa One Call and request the location of any underground utilities 48 hours before excavation.
  - b. The APPLICANT shall give the Sioux County Engineer's Office 48-hour notice of its intention to start construction within right-of-way by phone (712-737-2248) or email ([engineer@siouxcounty.org](mailto:engineer@siouxcounty.org)).
5. As-built plans: Within 90 days following completion of the proposed construction, the APPLICANT shall deliver to the Sioux County Engineer's Office as-built plans showing the location of each of the constructed structures. It is agreed that the COUNTY may rely on said plans in all matters pertaining to its construction and maintenance operations.
6. Non-conforming work: The Engineer may halt installation at any time if the APPLICANT's work does not meet the permit requirements.

**Applicant signature agreement**

The undersigned have read the terms and conditions of this permit agreement as stated, as well as attachments which may be included, and by signing this application agree to abide by all terms and conditions and to complete the work as proposed in compliance with the terms and conditions within one year from the date COUNTY approval is granted for said request. Failure on the part of the APPLICANT to abide by the terms and conditions or to construct the work desired within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless Sioux County from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

First and last name of agent: \_\_\_\_\_

Agent signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name of owner: \_\_\_\_\_

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

**County action**

*County Engineer recommendation for approval*

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

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

*Board of Supervisors*

Signature of chair: \_\_\_\_\_

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