

**Palo Alto County Underground Utility Permit Application Across Drainage District**

**Palo Alto County Courthouse**

1010 Broadway PO Box 95 Emmetsburg, IA 50536

Phone: 712-852-2924 FAX: 712-852-4671

Applicant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_ e-mail: \_\_\_\_\_

Approval is hereby requested for the right, privilege and authority to construct, operate and maintain underground utilities across Organized Drainage District Lands in Palo Alto County, Iowa subject to the attached Agreements (Pages 2-3) as follows:

- 1. Type of Utility: \_\_\_\_\_
- 2. Method of Construction: (typical) \_\_\_\_\_
- 3. Method of Construction (crossing DD) \_\_\_\_\_
- 4. Drainage District(s) Crossed: \_\_\_\_\_
  - a. Feature(s) crossed (tile, open ditch) \_\_\_\_\_

**5. Location Plan of Proposed Utility crossing must be attached.**

\_\_\_\_\_  
Company Date  
By: \_\_\_\_\_  
(Representative)

**DRAINAGE DISTRICT REPRESENTATIVE APPOINTED FOR THIS PERMIT:**

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

**PALO ALTO COUNTY**

By: \_\_\_\_\_ Approval Date  
Chairperson – Board of Supervisors

Acting as Trustees for Drainage District: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Palo Alto County Auditor

## AGREEMENTS

The parties hereto, Applicant and County, agree that the following stipulations shall govern the issuance of a Permit under the Application. “Applicant” shall include the party named on page 1 as utility owner, and all contractors employed or paid by either; and “County” shall include Palo Alto County Board of Supervisors, acting as Trustees for established County Drainage Districts, and established Multi-County Drainage District:

The Applicant shall furnish the County, or its representative, plats of the proposed construction route. If it is found that such locations are in conflict with the present or proposed drainage facilities and that a more desirable location is possible, the Applicant will be asked to review such possible alignment changes. **No construction is to commence within the County Drainage District facility without an approved application.**

**Applicant shall comply with Iowa One-Call requirements prior to commencing any work.**

The County Auditor will make Drainage District records available to the Applicant so that the Applicant may avoid unnecessary damage to said Drainage District facilities.

The Applicant shall hold the Drainage District harmless from any damage that may result to said Drainage District facility because of the construction or maintenance of the utility, and shall reimburse the Drainage District for any expenditures that the Drainage District may have to make on said Drainage District facilities resulting from Applicant’s construction and installation of utilities, or their subsequent repair or modification

The Applicant shall take all reasonable precaution during the construction of said utility to protect and safeguard the lives and property of the public and adjacent property owners and shall hold the Drainage District harmless from any damages or losses that may be sustained by adjacent property owners on account of such construction operations. Further, Applicant agrees to replace, repair or reimburse all damages to private property occasioned by Applicant’s installation or subsequent modification or repairs.

**A copy of a certificate of insurance or proof of self-insurance naming this County/Drainage District as additional insured for the permit work shall be provided to the County Auditor prior to installation. The limit of liability under the insurance policy or proof of self-insurance shall not be less than \$1,000,000.**

The Applicant agrees to give the Drainage District twenty-four (24) hours (Saturday and Sunday excluded) notice of its intention to commence construction on any lands within the jurisdiction of the Drainage District. Said notice shall be made in writing to the County Auditor (FAX # 712-852-4671) or Drainage District representative designated above.

The Applicant agrees to place permanent, visible markers or monuments at locations where utility crosses Drainage District facilities. These monuments or markers to consist of metal or plastic post identifying the Owner’s name, address and phone numbers.

The Board of Supervisors may appoint a representative to inspect and approve all construction across Drainage District facilities as part of this permit. All compensation, wages, mileage and other expenses for this representative will be paid by the Applicant. It will be the responsibility of the Applicant to make all contacts with private parties (adjacent owners/operators) to determine the location of private drainage facilities. Said representative will also inspect all crossing of Drainage District facilities and may, if requested, observe the crossing of private drainage facilities, and shall have the authority to require the Applicant to excavate and expose the crossing of any Drainage District facility where the representative believes it prudent to visually examine Applicant’s crossing of the Drainage District facility. Further, said representative has the authority to suspend construction and installation by the Applicant within any Drainage District jurisdiction by verbal order to the contractor at the site and a telephone call to Applicant’s contact person listed on page 1 within six (6) hours of verbal order.

Operations in the construction and maintenance of said utility shall be carried on in such a manner as to not interfere with or interrupt the function of said Drainage District facilities without the express written consent of the Drainage District representative

The Applicant will at any time subsequent to placing the utility and at the Applicant’s expense, relay, replace or encase its lines as may become necessary to conform to new grades or alignments resulting from maintenance or construction operations by the Drainage District in connection with any of its facilities. The Applicant agrees to do this within forty-five (45) days written request of the Drainage District, without cost to the Drainage District. Such reconstruction or realignment of Applicant’s improvements shall be made in accordance with and approved by the representative of the Drainage District. If the Applicant is unable to comply within forty-five (45) days, the Drainage District may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement of costs.

The Drainage District assumes no responsibility for damages to the Applicant’s property occasioned by any construction or maintenance operation on said Drainage District facilities subsequent to the installation of the utility.

## **CROSSINGS OF OPEN DITCH FACILITIES**

Utility crossings shall be constructed as follows, as directed by the representative of the Drainage District:

Passage of utility in a horizontal plane five feet (5') below design grade of drainage ditch, as established by the Drainage District representative.

The above depth to extend to a point two (2) times the design base width of ditch either side of centerline of drainage ditch (measured along the centerline of utility) unless the existing base width is greater than the design base width. If the existing base width is greater than the design width, the depth is to extend to a point two (2) times the existing width.

The rate of slope for transition from normal utility laying depth of crossings of drainage ditches shall not be steeper than 4:1.

If such ditch crossings occur at points of outlets of Drainage District or private tile lines or within twenty-five feet (25') of said outlets, such outlets must be relocated to a point not less than twenty-five feet (25') from such crossings. Such relocations shall be at the expense of the Applicant and as directed by the representative of the Drainage District.

## **CROSSINGS OF DRAINAGE DISTRICT TILE LINES**

All proposed utilities must be placed under the existing Drainage District tile lines. (The above requirement may be waived under certain conditions upon the review of the situation by the representative of the Drainage District. Such waiver must be in writing by the representative of the Drainage District.)

A minimum of one-foot (1') clearance below existing Drainage District facilities must be maintained.

At all crossings of Drainage District tile lines with the proposed utility, one of the following must be used:

Replace Drainage District tile with reinforced concrete pipe of same or larger diameter than existing tile. Concrete pipe to be 2,000 D strength (Iowa Department of Transportation approved) with standard tongue and groove joints. Pipe to have a minimum of three (3) bolt-type connectors at each joint.

Replace Drainage District tile lines with cathodic protected corrugated metal pipe. Diameter of corrugated metal pipe to be a minimum of two inches (2") larger than outside diameter of tile line being replaced. (Specifications regarding gage, cathodic protection, and other details to be subject to review and approval.

Dual wall plastic with specific approval of Drainage District representative.

Bore new utility installation; maintain existing tile in an undisturbed state.

The length of tile to be replaced by any of the above alternates is as follows:

Eight-inch (8") tile and smaller: Six feet (6') either side of centerline or proposed cable, measured at right angles to the centerline of cable.

Ten inch (10") tile and larger; Ten feet (10') either side of centerline of proposed cable, measured at right angles to the centerline of cable.

## **GENERAL CONDITIONS**

This permit is subject to existing regulations and statutes of the State of Iowa and future regulations, which may be promulgated or enacted.

This application is subject to revocation by Palo Alto County, if in its judgment it is necessary for legitimate County purposes.

Applicant agrees to pay all other legitimate costs, fees and expenses associated with its crossing of the Drainage District facility, including but not limited to, publication costs, engineering costs, and legal service costs. Said costs will be paid within thirty (30) days of the mailing of the statements to the Applicant.

The Applicant agrees to provide Palo Alto County a copy of an as-built plan of the utility route and location, showing route changes that may have taken place during construction.

The Applicant agrees to include a copy of this Agreement to all bidding specifications; or if the construction and installation contract has been let by the time this Agreement is approved, Applicant agrees to provide a copy of this Agreement to the contractor and to advise him that he is bound by the terms of the Agreement.