# POCAHONTAS COUNTY

APPLICATION for APPROVAL of UNDERGROUND CONSTRUCTION across ORGANIZED DRAINAGE DISTRICT LANDS in IOWA

Applicant (final owner of the facility to be constructed):

Contact Name Phone Number

Company

Address

     ,

City, State Zip

E-mail

(date)

Gentlemen:

Approval is hereby requested for the right, privilege and authority to construct, operate and maintain underground facilities across Organized Drainage District Lands in Pocahontas County, Iowa, as follows:

 proposes to construct underground facilities

or cable located:       , more detailed locations and depths to be shown on the enclosed maps and plats or as otherwise determined and subject to the approval of (Joint) Drainage District Board.

AGREEMENT

The parties hereto, Applicant and District, agree that the following stipulations shall govern the issuance of a Permit under the Application.

“Applicant” is the final owner of the underground facility. The terms of this permit shall apply to Applicant and all contractors employed or paid by Applicant.

“District” include Pocahontas County Board of Supervisors, acting as Trustees for established Drainage Districts, and/or the Joint Boards of established Multi-County Drainage Districts.

* 1. The Applicant shall furnish the District, or its representative, plats of the proposed construction route. If, in the view of such location plats 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 without a written approval of the route, by the District or its representative. For purposes of this agreement, "utility" shall include any underground installation of wire, cable, conduit, pipe or similar facility or structure.
	2. 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 cost.
	3. The Drainage District shall give the Applicant sixty (60) days written notice for the proposed construction of new Drainage District facilities and planned maintenance activities such as major open ditch cleanouts, and twenty-four (24) hours verbal (via telephone) notice for emergency maintenance repairs to Drainage District facilities on either existing or newly acquired right-of-way that may expose, cover up or disturb any cable, belonging to the Applicant, so that the Applicant may arrange to protect his lines. The Drainage District representative shall inform all drainage contractors, workers and representative shall inform all drainage contractors, workers and employees of the Drainage District engaged for the purpose of new construction and/or maintenance of Drainage District facilities, of the presence of the Applicant's cable, so that said drainage contractors workers and employees can contact Applicant to have exact location of Applicant's cable marked so that reasonable care may be taken to avoid damaging the cable. Failure to give notice hereinabove required or to inform said drainage contractors, workers, or employees of the Drainage District shall create no liability on the part of said Drainage District.
	4. 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.
	5. The Drainage District representative shall inform the Applicant of the location of all known Drainage District facilities so that reasonable care may be taken to avoid unnecessary damage to said Drainage District facilities.
	6. 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 damage 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 and subsequent modifications or repairs.
	7. 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.

In the event it becomes necessary to temporarily stop the normal flow of water in any Drainage District facility to permit construction and installation of the cable, the following shall be done by the Applicant:

* + 1. If the crossing involves a tile line, the replacement of the tile with approved, concrete pipe, as hereafter described in the approved manner shall be performed as rapidly as possible. If the approved method of repair is impossible and the volume of water flowing in the tile is sufficient to create the possibility of crop damage or property damage, the Contractor will be permitted to temporarily block the tile line to prevent the flow of water in the cable ditch. In the event that this tile line is so temporarily blocked, the Contractor will be expected to provide sufficient pumping equipment to pump impounded water across the construction ditch to the undisturbed tile line. Such temporary blockages of said Drainage District tile lines will be removed as rapidly as possible and any tile repairs caused by this blockage will be repaired at the Contractor's expense.
		2. If the crossing involves the crossing of Drainage District open ditch that is carrying sufficient flow of water to make it necessary to place a temporary dam across said open ditch, such temporary dams may be constructed upon the approval from the representative of the Drainage District. The maximum elevation of this impounded water shall be determined by the representative of the Drainage District, and all excess water must be allowed to flow across the construction ditch through either a closed metal pipe or by pumping. All temporary dam structures are to be removed as soon as the cable crossing is completed. The construction and removal off all of these dams is to be in such a manner that the smooth and efficient function of the drainage ditch is not impaired, with all costs borne by Applicant.
	1. 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 cable, 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 cables, or their subsequent repair or modification.
	2. 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 Drainage District or its designated representative. (Said notice cannot be given until the approval described in Paragraph 1 has been issued by the Drainage District.)
	3. The Board of Supervisors may appoint a representative to inspect and approve all construction across Drainage District facilities. Said appointment shall be in writing. All compensation, wages, mileage, and other expenses for this representative will be paid for by the Applicant. Said representative will pre-locate all Drainage District facilities as practicable and may, when records and personal knowledge indicate the presence of private drainage facilities, advise the Applicant of possible private drainage facilities in the general area. It will be the responsibility of the Applicant to make all contacts with private parties (adjacent owners/operators) to determine the final location of these 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 a Drainage District jurisdiction by verbal order to the contractor at the site and a telephone call to within six (6) hours of verbal order.
	4. Cable crossings shall be constructed as follows, as directed by the representative of the Drainage District:
1. CROSSINGS of OPEN DITCH FACILITIES
	1. Passage of cable in a horizontal plane five feet (5') below **design grade** of drainage ditch, as established by the Drainage District representative.
	2. 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 cable) unless the existing base width is greater that the design base width. If the existing base width is greater that 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 cable laying depth of crossing of drainage ditches shall not be steeper than 4:1.

* 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 (25') from such crossings . Such relocations shall be at the expense of the Applicant and as directed by the representative of the Drainage District.
1. CROSSINGS of DRAINAGE DISTRICT TILE LINES
	1. All proposed cables 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.)
	2. A minimum of three foot (3') clearance below existing Drainage District facilities must be maintained.
	3. At all crossings of Drainage District tile lines with the proposed utility one of the following must be used:
		1. If the tile is bigger than 15", contractor must replace Drainage District tile with reinforced concrete pipe of same diameter that existing tile. Concrete pipe to be 2,000D 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. Both ends will have a 12" long by 6" thick concrete collar on both ends of the installed tile. Tile will have compacted rock 6" under the tile and up past the haunch. This would be the same method if the tile was damaged.
		2. If the tile is 15" and smaller contractor, must replace Drainage District tile line with HDPE Dual Wall Plastic with plastic compliers fitting inside the tile on both ends. If the tile is not a size made the HDPE Dual Wall Plastic tile will be one size bigger than the tile replacing and will go over exiting tile on native soil. No joints will be allowed. Tile will have compacted rock 6" under the tile to 6" above the tile. (Details are subject to review and approval). This would be the same method if the tile was damaged.
		3. Bore new utility installation; maintain existing tile in an undisturbed condition. Where boring, vertical clearance per paragraph 2.
	4. The length of tile to be replaced by any of the above alternatives a or b is as follows:
		1. Eight inch (8") tile and smaller: Six feet (6') either side of centerline of proposed cable, measured at right angles to the centerline of cable.
		2. 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.
2. This permit is subject to existing regulations and statues of the State of Iowa and future regulations and statutes which may be promulgated or enacted.
3. This application is subject to revocation by (Joint) Drainage District Board, when in its judgment, it is necessary for legitimate District purposes.
4. Applicant agrees to pay all other legitimate costs, fees, and expenses associated with its work in the District(s), including but not limited to, publication costs, engineering costs, legal service cost and all damages found after project is completed including but not limited to tile repairs. Said cost will be paid within thirty (30) days of the mailing statements to the applicant at the address listed on the front page.
5. The Applicant agrees to provide to the (Joint) Drainage District Board a copy of an as-built plan of the cable route and location, showing route changes that may have taken place during construction.
6. The Applicant agrees to place permanent, visible markers or monuments at locations where cable crosses Drainage District tile lines. These monuments or markers to consist of a metal or plastic post identifying the Owner's name, address, and phone if location is required.
7. The Applicant agrees to include a copy of this Agreement in 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.

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# (Applicant)

By:

By:

Chairperson, Board of Supervisors

# Trustees for the Drainage Districts

# Dated this day of , 2\_\_\_\_

Address:

Pocahontas County Courthouse

99 Court Square, Suite 4

Pocahontas, IA 50574