

**DICKINSON COUNTY  
WORK IN RIGHT-OF-WAY APPLICATION**

Requester Name (Print) \_\_\_\_\_ Phone: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ E-mail: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Applicant is:        **Contractor**            **Owner**            **Agent**   

Proposed Work:    **Tile outlet or Connection**            **Tile Crossing**            **Road Cut**   

**Filling Ditch / Backslope**            **Utility Install / Repair**            **Mowing / Harvesting**   

**Other:** \_\_\_\_\_

Work affects Roadway Type:    **Asphalt**            **Concrete**            **Gravel**            **None**   

Work to be completed by:    **Owner**            **Contractor**   

Contractor Name: \_\_\_\_\_

**LOCATION:**

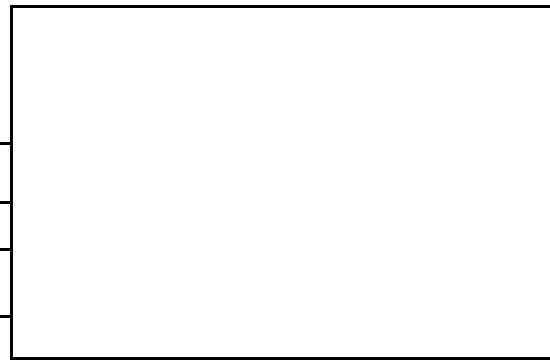
**Sketch of Work:**

Section: \_\_\_\_\_

Township: \_\_\_\_\_

E911 Address : \_\_\_\_\_

Coordinates: \_\_\_\_\_



Payment to be completed by:    **Owner**            **Contractor**            **Other**   

*By signing, applicant agrees to all the terms, regulations and fees associated with this request. The undersigned further agrees to reimburse Dickinson County for the actual costs of services provided; including all materials, labor and equipment to construct this proposed work.*

Signed: \_\_\_\_\_

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

**TO BE FILLED IN BY ENGINEER:**

Application:        **Approved**            **Denied**   

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

Work Inspected: \_\_\_\_\_ By: \_\_\_\_\_  
(date)

Work        **Completed**            **Accepted**   

Work Order # \_\_\_\_\_ District:    **Spirit Lake**            **Lake Park**            **Milford**

**Dickinson County Secondary Roads  
General Provisions – January 1, 2023**

According to Section 318.8 of the Iowa Code; “A person shall not excavate, fill, or make a physical change within a highway right-of-way without obtaining a permit from the applicable highway authority”. Any work constructed without a permit is a violation of Section 318.8 of the Code of Iowa and may be removed / repaired by the County at the expense of the party responsible for the infraction.

**Requester accepts all stipulations and regulations regarding work in the right-of-way as follows:**

1. The County assumes no responsibility for damages to the applicant’s property occasioned by any construction or maintenance operations on said highways, including new or additional right-of-way acquired in connection therewith, subsequent to the building of said work.
2. The applicant will at any time subsequent to construction of the work, and at their own expense, relay, remove, reconstruct or encase their lines as may become necessary to conform to new grades, alignment or widening right-of-way resulting from maintenance, improvement, or construction operations irrespective of whether or not additional right-of-way is acquired in connection with such highway improvement.
3. Blacktop or Concrete Crossing:  
Drill or push under, if practical; if not, saw or cut with air hammer or pneumatic spade; back fill with tamped or wet sand or gravel. After trench has reached maximum settlement, the County / Owner will place concrete or asphalt with cost to be paid by the Applicant.
4. Gravel, dirt, and grass roads, fill to be compacted and leveled.
5. Return Right-of-Way, including any trail systems, to normal condition as existed before work was done
6. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition.
7. Driveways and entrances covered by separate permit.
8. Person signing permit will be responsible for any Utilities in Right-of-Way and to see that the road is marked to keep the County harmless from liability due to inadequate warning, barricades, etc. APPLICANT shall notify Iowa One-Call at 1-800-292-8989 (or 811) prior to work being started.
9. Many requests will need to be determined on an individual basis due to the variation in the type of work.
10. Lead time will be required, if the road on which work is to be done has to be closed by Board of Supervisors by Resolution.
11. Applicant agrees to comply with all provisions promptly and at no expense to the County. Further, applicant shall reimburse the County for any expenditure that the County may have to make on said highway on account of said applicants works having been constructed thereon. The Applicant agrees to reimburse the County for expenses incurred from Maintenance and repair done by the County.
12. The Applicant acknowledges that upon their signature the permittee agrees to hold Dickinson County harmless from all liability. This includes, but is not limited to, utility damage, traffic related problems due to inappropriate use of flaggers, lack of pavement repair, or any sign placement that does not comply with the MUTCD. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
13. The applicant hereby acknowledges and understands that the County’s approval of this application is merely the County’s permission and consent for the applicant to perform the approved utility work within the county highway right-of-way and it does not confer any rights held by other potential interest holders in the easement area that may exist. You are advised to make your own independent investigation of the existence of other potential property interest holders in the easement area and to determine your own legal responsibility in this regard. The County does not assume any such responsibility.
14. Other (Special Circumstances): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_