


DODGE COUNTY UTILITY INSTALLATION AGREEMENT
Public Utilities

WITNESS that this shall be an agreement between Dodge County, hereafter referred to as the County and Black Hills Nebraska Gas Utility LLC, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

Agenda Item # 21d
Date 1-30-2019

- 1. THAT, The Applicant shall be permitted to install a 1" PE Natural Gas Line under, through, or aerial, the Public Right-of-Way of Dodge County.
- 2. THAT, the County and Townships are the owners and responsible for the Public Right-of-Way in the County and Applicant desires to install a Utility on Public Right-of-Way.
- 3. THAT, in consideration of this agreement, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between T20N R8E (Description of Property or Sections) in Sec 29 + 32 crossing Co Rd 19 Township, Dodge County, Nebraska.


COPY

- 4. THAT, the permit on the part of Dodge County is revocable at the will of the County, and Applicant agrees that upon written notice from the County Board of Supervisors, he will immediately and forthwith remove said Utility and any and all pipes or other material contained or used in connection with said Utility and return the roadway occupied by said Utility to substantially it's original condition as before installation of said Utility.
- 5. THAT, the Applicant shall notify the Highway Superintendent or local Township for the purpose of removing the gravel windrow to the opposite side of road so as not to lose any gravel in the open trench.
- 6. THAT, all backfill in the Public Right-of-Way proper shall be made with material excavated from the crossing or with material equivalent thereto in texture. Material shall be placed in six inch lifts for the full depth of the trench and compacted by tamping to the original cross section. All utilities placed in areas susceptible to erosion shall place adequate protection against erosion. This protection may include bale checks, silt fence and erosion blankets. All vegetation destroyed shall be replaced. Disturbed areas will be reseeded with native grasses and a starter fertilizer. The minimum depth of earth cover over the utility line shall be 3 feet. Installation of underground utility lines under the traveled portion of an existing county road way must be encased in a plastic or steel conduit. The casing shall be bored from the toe of the shoulder slope to the toe of the opposite shoulder slope. The utility shall be placed at a minimum depth of 3 feet below the bottom elevation of the parallel road ditch. Applicant and his contractor or subcontractors are responsible for temporary traffic control on Dodge County Right-of-Way based on the standards and guidelines found in Part 6 of the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) to insure a safe work zone for the workers and the public. Applicant will provide all necessary signs, barricades, cones, flaggers and message boards.
- 7. THAT, the Applicant shall obtain approval of all County road restoration from the County Highway Superintendent or Township Official prior to leaving the site(s).
- 8. THAT, all backfilled area(s) disturbed by excavation and backfill operations shall be graded, hand dressed as required to restore the terrain to it's original shape, grade, and cross section, and regraded or reroocked at a rate of 150 tons per mile as directed by the County Highway Superintendent or Township Official.
- 9. THAT, the Applicant shall as directed by the County Highway Superintendent or Township Official remove at the Applicant's expense from the Public Right-of-Way all temporary structures, and waste materials resulting from their operations.
- 10. THAT, the Applicant shall file a scaled set of plans, showing the Utility route, depth, and distance from the section line with the Dodge County Highway Superintendent.
- 11. THAT, the Applicant shall when installing an aerial Utility, shall install such Utility one foot inside the Public Right-of-Way and at a minimum height of 18 feet above the traveled way.
- 12. THAT, the future maintenance of said Utility and reinstallation or reconstruction of same for any purpose whatsoever shall be borne by Applicant.
- 13. THAT, Applicant does hereby agree to hold the County or any of its Officers, Agents, or Employees forever harmless of all liabilities due to improper installation, construction, and maintenance of said Utility.
- 14. THAT, the Applicant shall submit an Insurance Certificate verifying General Liability of \$1,000,000.00; Personal Injury of \$500,000.00; Product & Completed Operations Aggregate of \$1,000,000.00; Medical Expense (Any One Person) of \$5,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.

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RECEIVED
Dodge Co Hwyway Dept

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hand this 16 day of Jan, 2019

Danny Wilcox
Signature of Applicant
Black Hills Energy
Address of Applicant
3132 E 18th St
Columbus, NE 68601

[Signature]
Dodge County Highway Superintendent
Jan 30, 2019
Date Filed with Dodge County Board of Supervisors

* Please see attachment "A" attached hereto and made part hereof.

EXHIBITA
SEC 29 TOWNSHIP 20 NORTH RANGE 8 EAST TO
SEC 32 TOWNSHIP 20 NORTH RANGE 8 EAST
CROSSING CO RD 19
DODGE COUNTY

