

Agenda Item # 26.c  
Date 5-22-2019



COPY

Hooper Node 5

DODGE COUNTY UTILITY INSTALLATION AGREEMENT  
Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and WesTel Systems, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

1. THAT, The Applicant shall be permitted to install a buried fiber communications cable and equipment along/across \_\_\_\_\_ 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 Hooper Township (Description of Property or Sections) in T19N, R8 & 9E, various Sections Township, Dodge County, Nebraska.
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 Appicant 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 Devides (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 Appicant 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 regraveld or rerocked 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 it's 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.

RECEIVED  
Dodge County Highway Dept  
MAY - 6 AM 2:42

IN WITNESS WHEREOF, the parties aforesaid have hereto set their hand this 22 day of May, 2019.

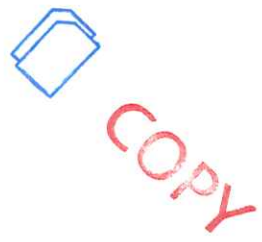
Phil Klein 5-1-19  
Signature of Applicant Date:  
WesTel Systems, Phil Klein, Project Manager  
P. O. Box 330, Remsen, Iowa 51050

Scott Dwyer  
Dodge County Highway Superintendent

May 22, 2019  
Date Filed with Dodge County Board of Supervisors

Address of Applicant (712) 786-5576 or  
Cell: (712) 540-5276





Hooper Node 6

DODGE COUNTY UTILITY INSTALLATION AGREEMENT
Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and WesTel Systems, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

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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 Hooper and Logan Townships (Description of Property or Sections) in T19 & 20N, R8E, various Sections Township, Dodge County, Nebraska.
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 Appicant 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 Devides (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 Appicant 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 regradeled or rerocked 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 Appicant'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 it's 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) \$50,000.00; Each Occurrence of \$500,000.00. Certificate to be filed with this application.

2019 MAY - 6 PM 2:11
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Dodge Co Highway De

IN WITNESS WHEREOF, the parties aforesaid have hereto set their hand this 10 day of May, 2019.
Signature of Applicant: Phil Klein, Project Manager, WesTel Systems, P. O. Box 330, Remsen, Iowa 51050. Date: 5-1-19.
Signature of Dodge County Highway Superintendent: Scott Dwyer. Date Filed with Dodge County Board of Supervisors: May 22, 2019.



COPY

Hooper Node 7

DODGE COUNTY UTILITY INSTALLATION AGREEMENT  
Public Utilities

WITNESS, that this shall be an agreement between Dodge County, hereafter referred to as the County and WesTel Systems, hereafter referred to as the Applicant. Whereas, the County and Applicant do hereby agree,

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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 Hooper Township (Description of Property or Sections) in T19N, R9E, Section 30 Township, Dodge County, Nebraska.
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 Appicant 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 Devides (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 Appicant 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 reroaked 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 Appicant'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.
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2019 MAY 16 PM 2:42  
RECEIVED  
DODGE COUNTY HIGHWAY DEPT

IN WITNESS WHEREOF, the parties aforesaid have hereto set their hand this 10 day of May, 2019.  
Phil Klein 5-19  
Signature of Applicant Date:  
WesTel Systems, Phil Klein, Project Manager  
P. O. Box 330, Remsen, Iowa 51050  
Address of Applicant (712) 786-5576 or  
Cell: (712) 540-5276

Scott Dwyer  
Dodge County Highway Superintendent  
May 22, 2019  
Date Filed with Dodge County Board of Supervisors





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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 Everett, Maple and Nickerson Townships (Description of Property or Sections) in T18 & 19N, R7 & 8E, various Sections Township, Dodge County, Nebraska.
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.
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 Address of Applicant (712) 786-5576 or  
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Scott Dwyer  
 Dodge County Highway Superintendent  
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COPIES

Hooper Node 10

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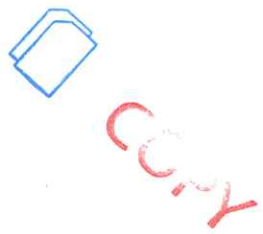
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3. THAT, in consideration of this agreement, the County does hereby permit Applicant to lay, install, and construct said Utility in the Public Right-of-Way between Everett and Maple Townships (Description of Property or Sections) in T18 & 19N, R7E, various Sections Township, Dodge County, Nebraska.
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.
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Signature of Applicant: Phil Klein, Project Manager
Date: 5-1-19
Address of Applicant (712) 786-5576 or Cell: (712) 540-5276

Signature of Dodge County Highway Superintendent
Date Filed with Dodge County Board of Supervisors: May 22, 2019





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IN WITNESS WHEREOF, the parties aforesaid have hereto set their hand this 10 day of May, 2019.
Signature of Applicant: Phil Klein, Project Manager, Date: 5-1-19
Signature of Dodge County Highway Superintendent: [Signature]
Address of Applicant: (712) 786-5576 or Cell: (712) 540-5276
Date Filed with Dodge County Board of Supervisors: May 22, 2019