

EMMONS COUNTY PERMIT FOR ROAD APPROACH

EMMONS COUNTY ROAD
DEPARTMENT
7975 6TH AVE SE
LINTON, ND 58552
701-254-5491

Permit Fee: \$100.00

Name: _____

Address: _____

“Applicant” requests permission to construct a Private/commercial/industrial road approach on a Emmons County Road right-of-way.

Street Address	Direction from road	Section	Township	Range	Longitude <small>Office use only</small>	Latitude <small>Office use only</small>

Approach Width (Min 24' – Max 40')	Inslopes required	Culvert Required (yes/no)	Culvert Size
	8 : 1		

Authorization is hereby given to _____ of _____ to construct an approach to minimum standards as determined and shown on the attached sheet. If possible, include a drawing of the location of approach.

Authorization by the undersigned County Official does not relieve the applicant of any legal responsibilities. If approach construction does not meet minimum standards, corrections will be made at the expense of the applicant within 30 days or approach will be removed by the order of the Emmons County Commissioners. All expenses incurred will be the responsibility of the applicant.

Applicant

County Road Supt. Approved

Contact # (Phone-Cell)

Dated

EMMONS COUNTY

COMMISSION POLICY

SUBJECT: POLICY ON COUNTY ROAD ACCESS

ADOPTED DATE: 11-4-2014

This policy sets forth the criteria for construction and maintenance of approaches accessing county highways.

The County will not pay the cost of providing access or maintaining access to county roads. All costs for new culverts and approaches are the responsibility of the party (s) requesting the approach. It is the responsibility of the requestor to maintain the approaches including replacement of culverts or drainage structures and surfacing when necessary. It is the responsibility of the requestor to complete the work or contract to have the installation of said structure completed.

Regardless of the method of accomplishing the work, all construction must be in accordance with Emmons County Standards. The enclosed approach permit must be completed and approved prior to the start of work. Any approach installed or improved along a County roadway not having a permit or not meeting the specifications as outlined in this permit, after a written notice to make necessary corrections within 30 days, will be removed at the expense of the requestor by order of the Emmons County Commission.

Approaches for field access should be limited to quarter section lines. When possible, an approach on one side of the road should align with the approach on the opposite side of the road. In cases where natural barriers or unique circumstances exist, additional approaches may be allowed as determined by the County Road Superintendent or Engineer.

Existing and new farm residences will be allowed necessary approach (s). For the purpose of this policy, a farm is defined as a single tract or contiguous tracts of agricultural land containing a minimum of 40 acres and which normally provides a

farmer, who is actually farming the land or engaged in the raising of livestock or other similar operations normally associated with farming and ranching, with not less than fifty percent of his/her annual net income.

New individual rural residents (non-farm) of at least 5 acres will be reviewed on a case by case basis. Direct access to county roads is discouraged, but may be allowed when circumstances warrant. Any multi – dwelling or subdivisions platted will require a frontage road. Single lot surveys also known as auditor’s lots may be granted direct access to county roads only upon review and approval by the County Highway Superintendent or Engineer. Alternate means of access points will be given priority.

Industrial or commercial developments on county roads will be reviewed on a case by case basis. Direct access for industrial or commercial developments is discouraged, but may be allowed when circumstances warrant. Any multi-industrial or commercial subdivisions platted will require a frontage road. When direct access points are allowed for industrial or commercial developments, the access points should be spaced at least 500 ft apart.

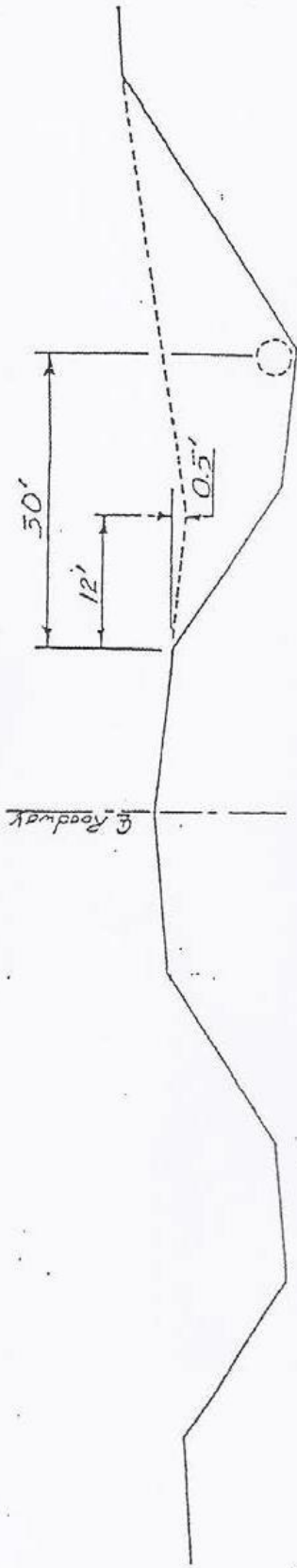
All approaches installed under this permit which require a culvert will be a minimum of 18” or larger if hydraulics require it and have flared ends installed.

Proposed approaches require an onsite inspection which must be set up with the County Highway Superintendent (Office 701-254-5491) before application is considered for approval.

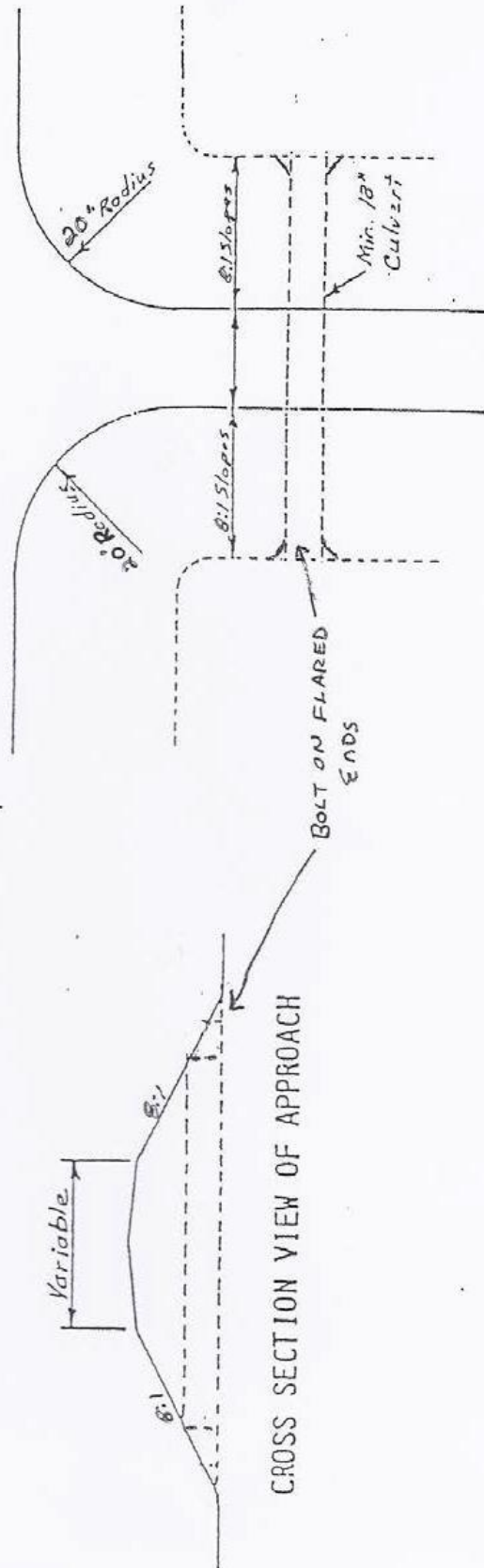
Determinations made by the County Highway Superintendent or Engineer can be appealed to the Emmons County Commission.

Attachments: Typical Plan Sheet and Permit Form.

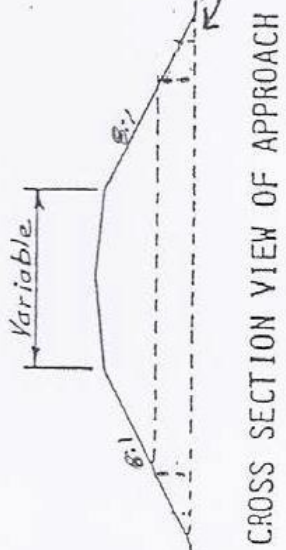
TYPICAL APPROACH



CROSS SECTION VIEW OF ROADWAY



PLAN VIEW OF APPROACH



CROSS SECTION VIEW OF APPROACH

Risk Management Appendix

Permittee agrees to defend, indemnify, and hold harmless Emmons County, its agencies, officers and employees (County), from and against claims based on the vicarious liability of the County or its agents, and based on the County's contributory negligence, comparative, and/or contributory negligence or fault, and sole negligence, and intentional misconduct. The legal defense provided by the Permittee to the County under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the County is necessary. Permittee also agrees to defend, indemnify, and hold the County harmless for all costs, expenses, and attorney's fees incurred if the County prevails in an action against the Permittee in establishing and litigating the indemnification coverage provided herein. The obligation shall continue after the termination of this agreement.

Permittee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

1. **Commercial general liability insurance** – minimum limits of liability required are **\$1,000,000 per person and \$2,000,000 per occurrence**. If it is not practical for the Permittee to carry commercial general liability insurance, Permittee **may substitute farm liability insurance, renters insurance, or homeowners insurance** in the amount of **at least \$1,000,000**.
2. If Permittee may use an automobile in relation to the attached agreement, Permittee must secure **automobile liability** insurance with a minimum liability of **at least \$1,000,000**. The above limits may be satisfied through a policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form.
3. The County, its agencies, officers, and employees (County) shall be endorsed as an **additional insured** on the above policies.

The Permittee shall furnish a certificate of insurance coverage evidencing the requirement in 1 through 3 above to the undersigned County representative prior to commencement of this agreement.

Permittees' insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by the County.

The insolvency or bankruptcy of the insured Permittee shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Permittee from meeting the retention limit under this policy.

The Permittee must secure any necessary Workers Compensation coverage that may be required by North Dakota law.

When a portion of the Contract is sublet, the Permittee shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Permittee and the County as a result of work undertaken by the Subcontractor or Sublessor. In addition, the Permittee shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors or Sublessors performing work under the Permit are required to maintain the same scope of insurance required of the Permittee. The Permittee shall be held responsible for ensuring compliance with those requirements by all Subcontractors and Sublessors.