

APPLICATION FOR AN INDUSTRIAL CONDITIONAL USE PERMIT EMMONS COUNTY, NORTH DAKOTA

Return completed application to:
Emmons County Planning Commission
PO Box 129
Linton, ND 58552

Date: _____

The undersigned owner or representative of the property herein described requests a Conditional Use Permit to construct operate or maintain the following:

The construction, operation, or maintenance of the above will be located on the following described property: (attach survey if irregular tract): _____

The above-described property is located in a _____ zoned district and is owned by _____. The undersigned respectfully submits this application for consideration and certifies the owner of the property (if different from the applicant) has been notified of this request and agrees and that they (the applicant) will abide by all the rules, regulations and conditions attached to this permit, if any.

FEE: 3% of the total cost of the project in Emmons County, payable to Emmons County. Required to have 100% voluntary easements from the landowners for all projects.

Signature of Applicant

Company or Corporation

Print/Type Name

Phone Number

Address

Date of Hearing: _____

Conditions Attached to this Permit, if any: _____

Action by County Commission: Approve Deny

Signature County Commission Chairman

Date

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 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.