

# RIGHT OF WAY PERMIT

- Improvements include but not limited to landscaping, plantings, trees, mailboxes, utilities, sidewalks, driveways, watering systems and structures between the property line and the street.
- **A diagram of the improvements must be provided on the back of this permit or attached.**
- Improvements must cause the least possible inconvenience to the public and provide passage of water and traffic. The work site shall have and follow the Iowa DOT Uniform Traffic Control Devices.
- If a sidewalk is at proper grade, the grade shall not be altered. A driveway shall be at the same level as the sidewalk and the rear of the gutter. If needed, the improvement shall include the sidewalk and curb. (A Driveway Permit is Required)
- Sidewalks must be installed according to the Emmetsburg City Code.
- All structures including the front of mailboxes shall be a least 6 inches behind the back of curb and placed on a breakaway post. \*Wooden post with maximum diameter of 4 ½”.
- The City shall inspect all plans and the site before any work is performed.
- The owner shall contain erosion of soil so that it does not leave the improvement area.
- The permit will expire if authorized work has not commenced within 20 days from the date of approval of the Public Properties Director.
- No storage of materials will be allowed in the right of way.
- Improvements besides normal lawn, sidewalks and driveways are to remain out of the right of way area. The right of way is designated for utilities, signage and City improvements. If any right of way improvements are granted, the applicant acknowledges that the City is not liable for any damages to the improvements. The property owner further agrees to remove the improvement at their expense if needed for a City or utility purpose.
- Property owners who wish to tile or place sump pump drainage in the right of way must also install back flow prevention. The City is not responsible for any non-drainage, backflow problems or blockage in the future caused by City improvements. The property owner further agrees to remove the improvement at their expense if needed for a City or utility purpose.
- **The applicant also agrees to the following Hold Harmless Agreement: *I hereby state that the City of Emmetsburg will be held harmless from any and all damages claimed by reasons of negligence, incompetence or omission on the part of such person in the performance of their work, the same to include, but not limited to, careless guarding of excavations made by them or failure to restore all public properties to as good or better a condition as they were prior to the work being done, or for any damages growing out of the negligence or carelessness of any person involved in the excavation, guarding or restoring of the same.***

DATE \_\_\_\_\_

APPLICANT'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

IOWA ONE CALL (1-800-292-8989) # \_\_\_\_\_

CONTRACTOR'S NAME \_\_\_\_\_

PUBLIC PROPERTIES SIGNATURE: \_\_\_\_\_