



# Woodbury County Secondary Roads Department

WOODBURY COUNTY  
AUDITOR & RECORDER &  
CLERK OF ELECTIONS

759 E. Frontage Road • Merville, Iowa 51039  
Telephone (712) 279-6484 • (712) 673-3244 • Fax (712) 673-3255

APR 13 2018 PM 8 13 2/13/18 10

COUNTY ENGINEER  
Mark J. Nahra, P.E.  
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER  
Benjamin T. Kusler, E.I.T.  
bkusler@sioux-city.org

SECRETARY  
Tiah Brice  
tbrice@sioux-city.org

## WOODBURY COUNTY SECONDARY ROAD DEPARTMENT

### PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Sioux City Velo / Jan Nelson Phone No.: 712-389-2209

Mailing Address: 866 Brookside Drive, Jefferson, IA 57038

Township: Grange + Floyd Routes: D54, D25, D38, + K64

Woodbury County, State of Iowa, and Sioux City Velo (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way: April 14, 2018 event

Proposed bicycle race on above captioned routes. Start/finish line and race attendants will be on route. Traffic control assistance by Woodbury County Sheriff's Office.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

- A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.
- B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.
- C. In placing any drainage structure, no natural drainage course will be altered or blocked.
- D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.
- E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA. This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

Event will take place on April 14, 2018.

L. Woodbury County agrees to provide the following contribution toward completion of this project:

Sweeping intersections prior to event.

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 15th day of April, 2018.

Entered into this 13th day of February, 2018.

Jan M. ... Sioux City, Utd  
Signature of Property Owner or Authorized Representative

Marli J. ...  
Woodbury County Engineer

[Signature]  
Chair, Woodbury County Board of Supervisors





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Fairly Consulting Group, LLC		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
(06/14) - Additional Insured - Designated Person or Organization.

Event Number: 2018-787  
Event Name: Twin Bing Classic  
Event Location: Climbing Hill, IA  
Event Date(s): 04/15/2018

**ENDORSEMENT # 006**

**This endorsement, effective 12:01 AM 12/31/2017**

**Forms a part of policy no.: 015375404**

**Issued to: USA CYCLING, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s)**

**AS REQUIRED BY WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be 'J.R. B.', written over a horizontal line.

**Authorized Representative**