

**2023**  
**BENTON COUNTY**  
**PRIVATE PERMIT FOR DUST CONTROL**

Portion of secondary road for application of dust control is described as follows:

ADDRESS \_\_\_\_\_ FOOTAGE \_\_\_\_\_

AREA \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ SECTION \_\_\_\_\_  
(FOR OFFICE USE ONLY)

NAME OF APPLICANT \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

**CONDITIONS OF PERMIT**

Dust control permits are granted subject to the following conditions.

- 1) A property owner may apply the approved material only in front of his/her property.
- 2) Notify the County Engineer's Office one week in advance of the work so that the roadway can be tore up, and again one day in advance of the work so that the roadway can be properly shaped. Phone: (319) 472-2211. Fax: (319) 472-2737.
- 3) Material used on any public roadway may be any of the following:
  - a) Calcium Chloride ( $\text{CaCl}_2$ )      c) Lignin Sulfonate (Tree Sap)      e)  $\text{MgCl}_2$  + Lignin (Blend)
  - b) Magnesium Chloride ( $\text{MgCl}_2$ )      d) Soy Oil      f) MC-70

To be applied at such a light rate that it will not splatter under traffic. Any puddles that are formed must be blotted with sand or chips immediately in sufficient quantity that they will not splatter under traffic. A heavier application may be made if desired, and the entire surface must be covered with sand or chips immediately in sufficient quantity that it will not splatter or splash under traffic.

- 4) Application area must be at least 18 feet in width.
- 5) Adequate advance warnings must be placed 300 feet in each direction from the dust palliative and at the beginning and end of the treated portion. If it is not possible or practical to place the advance warnings 300 feet from the treated section, they shall be placed as far away within 300 feet as possible to give traffic a chance to slow down. The Permit Applicant is responsible for providing these specified safety measures and shall be completely responsible for the safety and welfare of the traveling public.

- 6) After the dust palliative has been applied, the Permit Applicant is responsible for perpetually keeping the treated portion free of "chuck holes" by filling them as soon as they develop.
- 7) Iowa law specifies that the purpose of a public roadway is to serve the traveling public. Therefore, Benton County is obligated to, and reserves the right to scarify any treated portions and maintain them as rock surface if, in the County's opinion, the Permit Applicant has not done maintenance properly. The County will give the applicant seven (7) days notice (from date of mailing) to take care of any holes or irregularities and if not remedied by that time the county will proceed to scarify the treated area and maintain it as a rock surface.
- 8) The permit is valid until **October 31<sup>st</sup>** of the year issued, and the County reserves the right to tear up all portions after this date without notice to the Permit Applicant if, in the County's opinion, the surface will not remain reasonably sound throughout the winter and spring and may become a detriment to the traveling public.
- 9) The Permit Applicant understands that Benton County has no obligation to establish a unit price, or to furnish a checker and will assume no responsibility for the work.
- 10) The Permit Applicant understands that by acceptance of this Permit, they assume full responsibility for any and all liability resulting from this work on a public roadway.
- 11) All areas left through the winter will be tore up in the spring to prepare the road for the following year's application.

**After **October 31<sup>st</sup>**, any treated sections may be tore up and reverted to a granular surface type.**

Notes: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

In signing and accepting this permit for dust control, I agree to abide by all of the conditions contained herein and assume full responsibility and liability for application of dust control material on the above-described portion of public highway in Benton County, Iowa. The Applicant expressly agrees to indemnify, defend and hold the County, its directors, officers, and employees free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages including attorney's fee, arising out of Applicant's operation or performance under this agreement.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date