



Engineering Department
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Dubuque, IA 52001
Office (563) 589-4270
Fax (563) 589-4205
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www.cityofdubuque.org

PARAMETERS for Portable, Free-Standing, Pedestrian-Scale , Sign Permits in Public Right-of-Way:

1. Signs are to be displayed and placed on right of way only during open business hours.
2. Signs must be on business/property frontage of the permittee and within one foot (1') of building facade.
3. Signs must be portable, free standing and self-supporting and have a maximum size of 8 square foot (8 s.f.) with a height restriction of no more than five feet (5').
4. Signs are limited to one per business store front.
5. Signs must be structurally sound and visually compatible with surroundings. (As determined by the City Manager)
6. Signs placement shall maintain an unobstructed pedestrian traffic route of a minimum of four foot (4') from any city placed fixed object, such as sign posts, meters, lights, signals; and maintain access to any premises.
7. Signs shall maintain full access to accessible ramps and landings, and to building entrances and exits, and intersections.
8. Visibility clearances must be maintained at intersections and regulatory signage.
9. Signs must be stable and free standing and not affixed or attached to any public sidewalk, city or state fixed object such as sign, meter, signal, light, building or structure.
10. Advertisement on signs must reflect the business for which the sign is permitted for.
11. Applications for sign requests are to be submitted to the City Engineer for approval. Requests shall include application, annual/renewal fee of \$25.00, indemnification, insurance and sketch. The permit is valid for a 12-month period from the date of permit issuance. Permit is not transferrable to a subsequent tenant or business.
12. Signs may be requested in OC, C-1, C-2, C-4, C-5 or in the Port of Dubuque PUD district located as depicted on the attached map.
13. Requesting tenant/owner/business must submit a signed Indemnification Agreement and submit Insurance Certificate according to City guidelines.
14. Any portable, free-standing, self-supporting sign placement permit can be revoked by the City Manager at any time upon written notice. Grounds for termination may include violation of other city codes, creation of a safety or health hazard, or public nuisance.



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Portable Free Standing Signs PUBLIC RIGHT OF WAY PERMIT

Establishment/Business Owner(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Fax/Phone and/or Cell Number: _____

Business Name: _____ **Contact Name:** _____

Phone: _____ After Hours Contact Name & Number: _____

Fax/Cell Number: _____ E-mail contact: _____

Site Location/Address: _____

Days and Hours of Operation: _____
Description of free standing self-supporting advertisement sign (Construction/color/photo/sketch): _____

Zoning District: _____ **Historic District:** _____ **Port of Dubuque:** _____

Permitted or Accessory Use Approval: _____

CERTIFICATION: I/we, the undersigned, do hereby certify that:

The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record;

1. Fees are not refundable and payment does not guarantee approval; and
2. All additional required written and graphic materials are attached.

Applicant/Agent Signature: _____ Date: _____

FOR OFFICE USE ONLY - APPLICATION SUBMITTAL CHECKLIST

Fee: _____ Received by: _____ Date: _____ Permit #: _____

Indemnity Agreement
 Review of Sign

Location Map
 Other: _____

Insurance Certificate
 Photo

Special Notes/Conditions: _____

Department Review:

Engineering Planning (Design & Zoning) Dubuque Main St.

City Manager – Final Approved: _____ Denied: _____

INDEMNITY AGREEMENT

Complete and return to Engineering Department

In consideration for approval by the City of Dubuque, Iowa to the undersigned for the use of the following described property:

For the following purpose only:

On the following date(s):

The undersigned agrees to indemnify and hold harmless the City of Dubuque, its agents, officers and employees from and against all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees, upon receipt of notice from the City of Dubuque, to defend at its own expense the City of Dubuque from any action or proceeding against the City of Dubuque arising out of or caused by the use of such property. The City of Dubuque may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City in the action.

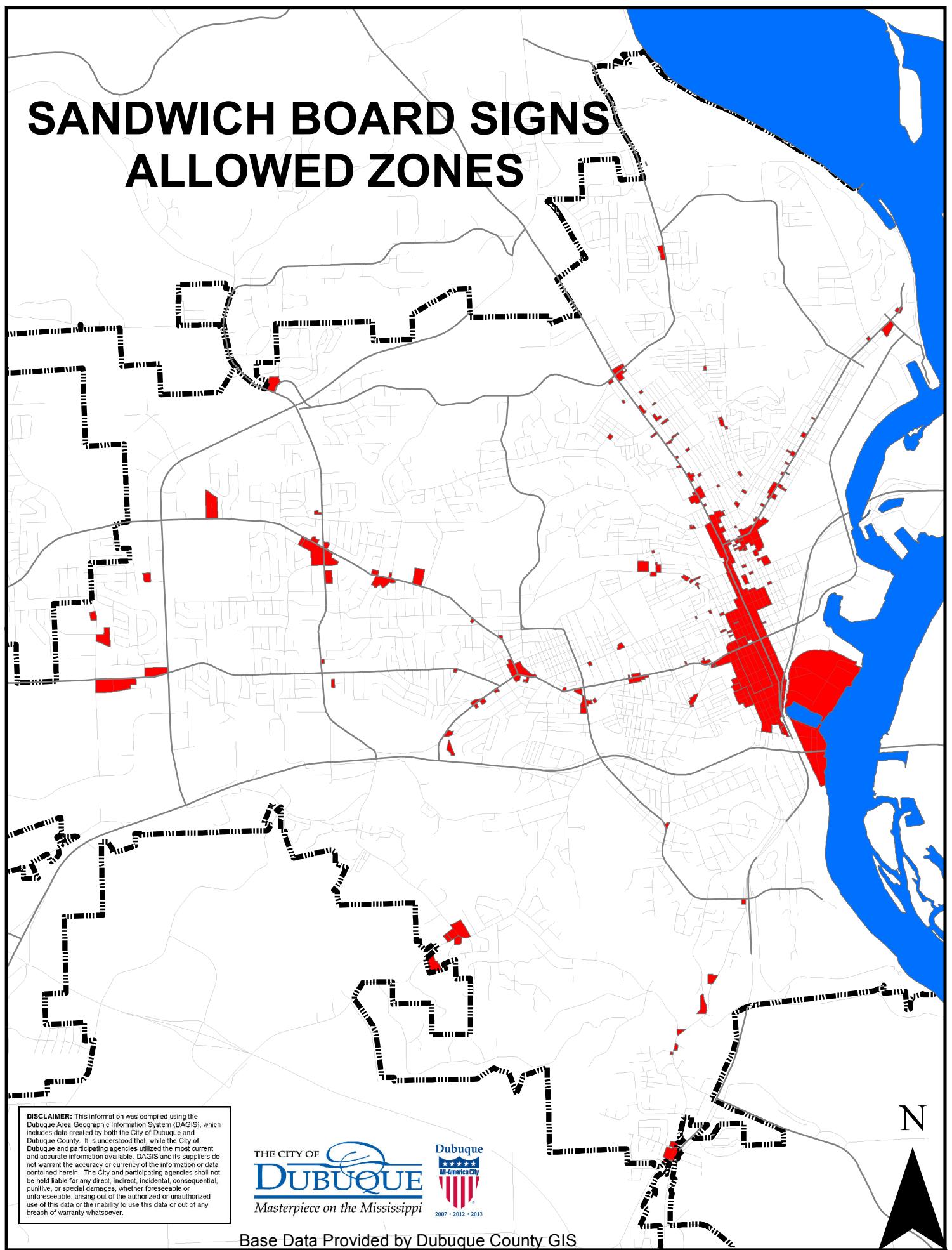
I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this _____ day of _____, 2 _____

By: _____

Title: _____

SANDWICH BOARD SIGNS ALLOWED ZONES



DISCLAIMER: This information was derived using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi



Base Data Provided by Dubuque County GIS

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa
Coverage B	Employers Liability
	Each Accident \$100,000
	Each Employee-Disease \$100,000
	Policy Limit-Disease \$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: Yes No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

Yes No

Evidence of property coverage provided: Yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
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Yes No

The General Liability, Automobile Liability and Workers Compensation insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

Yes No

If Required Coverage

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)