

August 2014

PROJECTING SIGN APPLICATION

(For signs projecting over a public place)

A projecting sign is one that projects from, and is supported by, a wall of a building or a structure, which extends over a public place. A public place includes public grounds, streets, sidewalks, alleys, bridges, culverts, overpasses, underpasses, grade crossing separations and approaches, public ways, squares and commons.

No projecting sign will be approved without first obtaining a permit complying with all applicable local, state and federal regulations. In addition, proof of liability insurance and a hold harmless agreement must be provided to the City.

1. An application for a permit for a projecting sign must be filed with the Building Official at least seven (7) days prior to the date the projecting sign is to be installed.
2. The Building Official shall not issue a permit for any projecting sign which does not comply with the sign regulations set forth in Article 15 of the Unified Development Code as to projection, size, number and other zoning restrictions.
3. If the projection for a sign exceeds the allowable projection set forth in the Unified Development Code, the City Engineer, or his or her designee, shall make a recommendation to the City Council. The Building Official will not issue a permit for any such sign unless approved by the City Council.
4. The Building Official will not issue a permit for any projecting sign which does not comply with the regulations set forth in the Historic Preservation Ordinance (Article 10 of the Unified Development Code).

Attached to this application form is an indemnity agreement, which must be signed by the applicant, and a copy of the requirements for insurance. The indemnity agreement must be signed and proof of insurance must be submitted along with a signed application prior to review and issuance of the building permit for a projecting sign.

I have read and understand the following information.

Applicant's Name (Print)

Applicant's Name (Signature)

Date

INDEMNITY AGREEMENT AND INSURANCE REQUIREMENTS FOR A PROJECTING SIGN

In consideration for the granting of permission by the City of Dubuque Iowa (City) to the undersigned for a permit for a projecting sign at the following location:

LOCATION: _____

1. The undersigned applicant agrees that the applicant will maintain the sign in a good state of repair and construct the sign of such materials as to meet all local, state and federal regulations governing the construction and installation of signs.
2. The undersigned agrees to hold harmless and indemnify the City of Dubuque, its officers and employees, from and against any and all claims of any kind resulting from, or rising out of or caused by the projecting sign.

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 projecting sign. A judgment obtained in any such action or proceeding is conclusive in any action by the City against the undersigned when so notified as to the existence of a defect or other cause of the injury or damage, as to the liability of the City to the plaintiff in the first named action, and as to the amount of the damage or injury. 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 suit.

3. Prior to issuance of any permit for a projecting sign, the undersigned applicant agrees to provide proof of insurance by the owner and/or occupant of the premises to the Building Official.

Coverage must consist of such comprehensive public liability and property damage insurance written by an insurer licensed to do business in the State of Iowa, and must protect the City during the life of the projecting sign from claims or damages, personal injury, including accidental death, as well as claims for property damages which may arise from the existence of the sign in such a manner as to impose liability on the City, and the amounts of such insurance must be as required by the City Manager.

4. Such insurance shall name the City as an additional insured. Each owner and/or occupant of the premises is required to furnish proof of insurance and must also maintain on file with the Building Official a certificate evidencing that the insurer will give the Building Official 30 days written notice prior to termination or cancellation of the required insurance or expiration of proof of insurance.

Upon notice of cancellation or termination of insurance, or expiration of proof of insurance, the Building Official shall notify the owner and/or occupant of the premises for which proof of insurance is required by certified mail that the projecting sign is in violation and shall be removed by the date stated in the notice.

5. The undersigned applicant agrees that the revocable permit granted does not constitute approval of the design, construction, repair or maintenance of any projecting sign.
6. The undersigned applicant agrees not to assert such claim or defense against the City in the event of claim asserted for death, personal injuries and/or property damage against the permit holder arising out of or in any way connected with the design, construction, repair or maintenance of projecting sign or signs for which a permit is issued.
7. The undersigned applicant agrees that a permit may be revoked or not renewed for failure to comply with the requirements of any applicable legal requirements, or for fraud, deceit, or misrepresentation in connection with an application for a permit.
8. In the event of revocation, the Building Official will notify the permit holder in writing of such revocation or refusal of renewal, specifying the reasons therein for such refusal. The permit holder or permit holder's successor in interest may petition the City Council for a hearing on such refusal within thirty (30) days of receipt of the Building Official's letter.
9. The undersigned applicant agrees that within thirty (30) days of receipt of a written notice from the Building Official to remove a projecting sign, at the permit holder's expense, remove such sign. In the event of the permit holder's failure to do so, the City of Dubuque may remove the sign at the permit holder's expense and dispose of the sign. The permit holder agrees to make no claim against the City or its agents for damages resulting from the removal of the sign.
10. The undersigned applicant agrees that the Building Official may give immediate notice to remove a projecting sign in the event such sign has been damaged or has been moved or otherwise placed to cause an immediate threat to public safety. In the event the sign is not removed within seven (7) days of such notification, the undersigned applicant agrees that the Building Official may remove such sign.

Applicant Name (Print)

Applicant Name (Signature)

Date

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

INSURANCE SCHEDULE A

1. _____ 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 certificate.
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, licensee & 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.

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

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

INSURANCE SCHEDULE A (Continued)

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.

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 Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

F) FLOOD INSURANCE

Yes No

If Required Coverage	\$ _____
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**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)