

CITY OF DUBUQUE SPECIAL EVENTS – APPENDIX A
PROMOTIONAL MATERIALS OVER THE STREET RIGHT OF WAY
POLICY AND APPLICATION

Promotional Materials Over the Street Right of Way (PMOSR): PMOSRs are those promotional materials located over the City-owned public street right of way that are associated with a special event and a special event permit issued by the City of Dubuque (City). A group, organization, or entity is allowed one (1) PMOSR per special event, if the group, organization, or entity complies with this policy, obtains consent from the owners and (if commercial tenants) occupants of the property upon which the PMOSR will be hung, provides proper insurance coverage to the City, meets any additional requirements the property owners may have, and indemnifies and holds harmless the City.

This policy is separate from, and not meant to contradict, the City's Banner Policy. That policy allows not-for-profit organizations or institutions to install banners in the public Right of Way on City-owned light or utility poles.

1. **Permitting:** All PMOSRs require a Special Event Permit with a completed PMOSR section issued by the City Clerk's Office and compliance with the terms set forth below prior to installation. All applications will be reviewed by the City Manager, City Clerk, Police, Building Services, Planning Services, Engineering, Finance, and Legal Departments.
2. **Installation:** All PMOSRs must be installed by a professional sign or electrical contractor licensed by the Building Services Department (Building Services), including when the applicant is the City of Dubuque. As part of this installation process, the professional sign or electrical contractor will obtain and complete a sign permit through the Building Services Department.
3. **Size and Height:** The PMOSR must not exceed 40 feet wide by 5 feet high and must be located a minimum of 15 feet above the street pavement to meet standards of clearance for emergency vehicles.
4. **Brackets:** PMOSRs must be sized to utilize existing building brackets for attachment, if existing brackets are present and City Code compliant. New and existing brackets must be approved by Building Services through the sign application process referred to in paragraph 11 of this policy and must comply with all applicable City Code sections. Special consideration should be given to Section n1609 Wind Loads of the International Building Code.
5. **Location:** PMOSRs regulated by this policy are restricted to City-owned public street right of way in the City of Dubuque within the footprint of the related special event. If an applicant wishes to hang a PMOSR over state or federal rights of way, permission must be obtained from the state or federal body controlling the right of way at issue.

6. Consent: The party wishing to hang a PMOSR for its special event must obtain consent from the owners of the properties upon which brackets are or will be installed to hang a PMOSR across the City-owned public street right of way. When the properties are occupied by commercial tenants, the party must obtain consent from the commercial tenants as well as the property owners. Consent must be obtained and submitted with the special events permit application, *before* installation of any brackets occurs.
7. Design: Design and dimensions of the proposed PMOSR must be reviewed and approved by the City Manager's Office and Building Services through the sign permitting process prior to issuance of the corresponding special event and sign permits.
8. Duration: PMOSRs may be installed up to seven days (7) days prior to the event and must be removed no later than two (2) days after the event. PMOSRs must be removed by a professional sign or electrical contractor licensed by Building Services, unless the applicant is the City of Dubuque.
9. Traffic Safety: PMOSR locations must be within the footprint of the corresponding special event and must be reviewed for traffic safety by the City Manager, Police Department, and Engineering Department prior to installation.
10. Indemnification: The applicant, when other than the City of Dubuque, must complete and submit this form with its indemnity provision for approval by the City Clerk's Office in addition to the indemnity agreement executed as part of the application for the special event permit.
11. Sign Permit: The professional sign or electrical contractor installing the PMOSR must obtain and complete a sign permit application from Building Services before installation of the PMOSR may begin. The sign fee will be determined by Building Services based on the size and dimensions of the PMOSR.
12. Waiver, Modification and Revocation: The City Manager's Office may, in its sole discretion, waive the requirements of this policy and/or modify the special event application when a PMOSR is used in conjunction with the special event. Upon ten (10) days written notice to the holder of the special event permit, the City Manager's Office may, in its sole discretion, revoke such license for any reason, including but not limited to failure to comply with this PMOSR policy. Upon revocation, the PMOSR must be removed immediately by the applicant.
13. Insurance: Insurance for PMOSRs must be submitted and approved prior to installation as part of the corresponding special event permit application. Insurance must meet the attached Insurance Schedule A, as from time to time may be amended.

14. Purpose: The PMOSR policy and corresponding special events permit application address the applicant's obligations to the City of Dubuque. This document does not provide indemnity or insurance coverage for property owners, occupants, or applicants. Owners and occupants may have additional insurance, indemnity, size, or content-based restrictions separate and apart from the City of Dubuque.

**SPECIAL EVENT PERMIT APPLICATION FOR
PROMOTIONAL MATERIALS OVER THE STREET RIGHT OF WAY (PMOSR)**

A person, party, entity or organization that wishes to hang a PMOSR promoting a special event over the City-owned street right of way must complete and submit this form and all its requirements as part of a completed special events permit application to the City Clerk's Office. The term PMOSR and the requirements in this application apply to PMOSRs over the City-owned street right of way located in the City of Dubuque (City).

GENERAL INFORMATION

Applicant (person, party, entity or organization hosting the special event):

Applicant contact information:

Mailing Address:	Contact Person:

Email Address:	Telephone Number:

Special Event Name:

Special Event Date(s):

Special Event Location:

Building Address(es) from which PMOSR will be hung:

APPLICANT'S OBLIGATIONS AND RESPONSIBILITIES TO THE CITY

1. Liability: The Applicant assumes any and all liability for damages to persons or property which may result from the existence, location, installation, construction or maintenance of the PMOSR.
2. Insurance: The Applicant must procure and maintain a policy of liability insurance as set forth in the attached Insurance Schedule A or private policy of liability insurance which covers your encroachment of the public right of way; as required by the City Manager. Proof of insurance must be submitted with the special events permit application to the City Clerk's Office. Insurance must remain in effect at all times while the PMOSR is in place, including but not limited to installation and removal.
3. Payment: Applicant must pay all sums which the City may become obligated to pay by reason of liability imposed upon the City for damages of any kind resulting from the location, installation, existence, construction or maintenance of the PMOSR sustained by any person or persons, caused by accident or otherwise, to defend at its own expense and on behalf of the City any claim against the City arising from the location, installation, existence, construction or maintenance of the PMOSR and to pay reasonable attorney fees.
4. Indemnification: Applicant will indemnify, defend and hold the City harmless from any and all claims, including but not limited to damages, loss, liability and expense for death and/or injuries to third persons or damages to property of third persons, or for damage to any property of the City which may occur as a result of or in connection with the location, installation, existence, construction, maintenance and repair of the PMOSR.
5. Applicable Laws: The Applicant must maintain the PMOSR in compliance with all applicable local, state and federal laws and regulations, including the City of Dubuque Code of Ordinances (City Code).
6. Revocation: Failure to comply with the PMOSR permit and policy, or the special events permit itself may result in revocation of the special events permit or the PMOSR portion of the special events permit. The applicant agrees that if the special event permit, or the PMOSR portion of the special event permit, is rescinded or revoked by the City Manager, with or without cause, the applicant will immediately remove the PMOSR at applicant's expense. The applicant will have no claim against the City or its officers, agents, or employees for damages resulting from the removal of the PMOSR. If the applicant fails to immediately remove the PMOSR upon rescission or revocation, the City will remove the PMOSR and assess the cost of removal to the applicant. Additionally, revocation may result in forfeiture of the special events damages deposit submitted to the City Clerk's Office during the special events application process.

7. Applicant agrees that the permit granted does not constitute an approval of the design, erection, location, construction, repair or maintenance of the PMOSR, and 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 applicant arising out of or in any way connected with the location, installation, construction, design, repair and maintenance of the PMOSR.
8. Installation of the PMOSR may only begin once the entire special events permit has been granted and Building Services has issued the sign permit. Applicant may not assign or transfer these permits to any other persons, entities, events, or locations.

ACCEPTANCE OF TERMS AND CONDITIONS

The undersigned applicant, being duly authorized to execute this application on behalf of _____ and having read and understood the terms and conditions of this application, accepts the same and agrees to be bound by the terms and conditions herein.

Signature

Organization

Signor's title/position within organization

Date: _____

BUILDING #1 OWNER CONSENT**Contact Information for building from which PMOSR will be hung:**

Owner Name:

Building Address:

Owner Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on my building. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from my building only during the time frames set forth above. I further understand the City has no liability whatsoever for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use my building for PMOSR installation and display.

Owner's Signature

Date**If commercial tenant:**

Tenant Name:

Building Address:

Tenant Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on the building my business occupies. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from the building my business occupies only during the time frames set forth above. I further understand the City has no liability whatsoever for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use the building my business occupies for PMOSR installation and display.

Tenant's Signature

Date

If commercial tenant:

Tenant Name:
Building Address:
Tenant Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on the building my business occupies. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from the building my business occupies only during the time frames set forth above. I further understand the City has no liability whatsoever for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use the building my business occupies for PMOSR installation and display.

Tenant's Signature

Date

BUILDING #2 OWNER CONSENT

Contact Information for building from which PMOSR will be hung:
Owner Name:
Building Address:
Owner Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on my building. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from my building only during the time frames set forth above. I further understand the City has no liability whatsoever

for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use my building for PMOSR installation and display.

Owner's Signature

Date

If commercial tenant:

Tenant Name:
Building Address:
Tenant Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on the building my business occupies. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from the building my business occupies only during the time frames set forth above. I further understand the City has no liability whatsoever for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use the building my business occupies for PMOSR installation and display.

Tenant's Signature

Date

If commercial tenant:

Tenant Name:
Building Address:
Tenant Telephone Number:

I consent and grant permission for the applicant to hang a PMOSR for its special event from brackets installed on the building my business occupies. I understand that the terms and conditions set forth in the special event permit, PMOSR policy, and PMOSR application describe the applicant's obligations to the City only. Any additional requests or requirements that I have for the applicant must be determined separately between the me and the applicant.

I understand that the PMOSR may be installed and hung from the building my business occupies only during the time frames set forth above. I further understand the City has no liability whatsoever for the PMOSR, its design, installation, and use, and I, as the building owner, am giving the applicant permission to use the building my business occupies for PMOSR installation and display.

Tenant's Signature

Date

EXHIBIT A

INSURANCE SCHEDULE A

1. The Club 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. Eg: Project #_____ or lease of premises at _____ or construction of _____, _____ or right of way permitted location and description 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 Leisure Services 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 Finance Director. 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.

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 CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, 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) If lessee, licensee, or permittee utilizes Trikkes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.

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 as amended.

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.

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

yes form attached

INSURANCE SCHEDULE A (Continued)

C) ENVIRONMENTAL IMPAIRMENT LIABILITY OR 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) as stated in A(6) above 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

Included 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

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

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)

EXHIBIT B

**SITE PLAN/FOOTPRINT OF SPECIAL EVENT WITH PMOSR PLACEMENT
SUBMITTED BY APPLICANT**