

★ Roll Call Number

Agenda Item Number

40

Date April 21, 2008

Application from St. Anthony's Church requesting approval for banners across the streets on SW 1st Street and Indianola Avenue, SW 1st Street and Columbus Avenue, 1804 SW 1st Street, 1703 S. Union Street and Granger Avenue, S. Union Street and Jackson Avenue, SE 2nd Street and Jackson Avenue, and 11 Dunham Avenue in recognition of the Annual Corpus Christi Celebration on May 18, 2008.

Moved by _____ to receive, file and approve banner subject to acceptable insurance.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VCLASSIS				
TOTAL				
MOTION CARRIED			APPROVED	

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Mayor

City Clerk



City of Des Moines
Application for Permission to Temporarily Place
Banner(s) or Item(s)
Over/Across Public Street and/or Right-of-Way

Please submit application 45 days in advance
Print or Type

Applicant: ST. ANTHONY Church

Address: 15 Indiana Ave

Contact Person: ERIC RILEY Alternate Contact: Joanna Schmeling

Daytime Telephone: 515-244-4709 Cell: _____

E-Mail Address: _____ Fax: _____

Date(s) the banner(s) or item(s) will be displayed: 5-18-08

Purpose of the banner(s) or item(s): PROMOTE ANNUAL CORPUS
CHRISTE PROCESSION

Preferred Location: Please provide a map or diagram of the street indicating banner location. MAP OF ROUTE + BANNER LOCATIONS already submitted with MID AMERICAN Energy acceptance

How will the banner(s) or item(s) be anchored? HEAVY DUTY MILDEW RESISTANT MATERIAL

If you plan to anchor to the utility pole, please provide written permission from the utility company or from the City (if poles are City-owned). Such permission is not a substitute for meeting the requirements for receiving this permit.

Size of banner(s) or item(s): 18 inches TALL By 20 feet across

Specifications of banner(s) or item(s):
Type of Material: MILDEW RESISTANT material of canvas

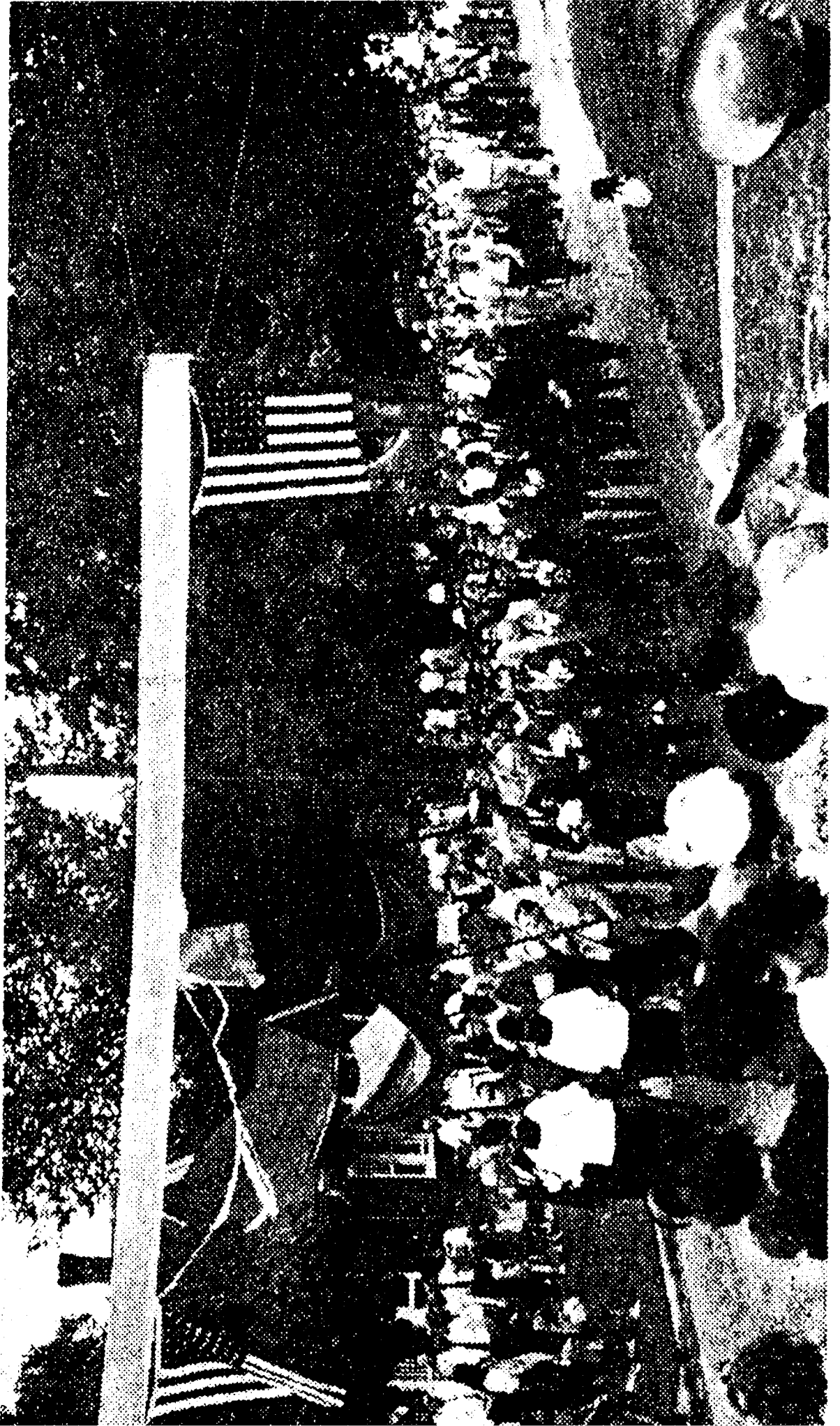
Number of grommets used to secure banner or item: 4 grommets + rope at top + bottom from end to end

Sketch of banner or item design: Will you need electricity provided for your item?
If electricity is necessary, how would it be obtained:

see attached photo of banner - NO ELECTRICITY needed
ALL intersections closed by police.

1906-1946 Book

A SCENE FROM THE ANNUAL CORPUS CHRISTI PROCESSION





MidAmerican Energy Company
CUSTOMER TECHNICIAN
P O BOX 657
DES MOINES IA 50306-0657

February 20, 2008

Nick Iaria
St. Anthony's Church
15 Indianola Road
Des Moines, Iowa 50315

FILED
2008 MAR 19 AM 10:47
CITY CLERK
DES MOINES IOWA

Re: Banner Agreement for St. Anthony's Church

Dear Mr. Iaria:

MidAmerican Energy Company is willing to grant the St. Anthony's Church a license to use its utility poles for double bracket banners subject to the following:

1. The facilities included in this agreement are located in the following described area:

SW 1st Street and Indianola Avenue, SW 1st Street and Columbus Avenue, 1804 SW 1st Street, 1703 S. Union Street and Granger Avenue, S. Union Street and Jackson Avenue 2nd Pole east of #5, S. Union Street, SE 2nd Street and Jackson Avenue, 11 Dunham Avenue
2. St. Anthony's Church shall during the license period indemnify and hold harmless MidAmerican Energy Company, its parent, subsidiaries and affiliated companies and their agents, officers, and employees from and against any loss or damage to the facilities, all claims, actions, suits, proceedings, cost, expenses, damages and liabilities (including legal expense and including damage to property, injury to or death of any persons in any manner resulting from the use of the facilities if such liability is caused in whole or in part by using said utility poles by St. Anthony's Church and/or in whole or in part by any act, omission or negligence of and/or its agents, officers or employees.
3. St. Anthony's Church shall maintain insurance of self-insure, to cover the risks specified in paragraph 2. St. Anthony's Church will provide MidAmerican Energy with a letter of self-insurance/insurance as proof of coverage's required in paragraph 2.





St. Anthony's Church
February 20, 2008
Page 2

- 4. St. Anthony's Church acknowledges that MidAmerican Energy Company MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION OF THE FACILITIES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE that, MidAmerican Energy HAS AGREED TO ALLOW ST. ANTHONY'S CHURCH TO USE AND THE UNDERSTANDS THAT THE FACILITIES ARE PROVIDED AS IS, WITH ALL FAULTS.
- 5. The agreement shall become effective on May 18, 2008 and shall continue unless terminated by either MidAmerican Energy Company or St. Anthony's Church giving the other party thirty (30 days written notice of termination, or immediately without notice if St. Anthony's Church fails to comply with any provision of this agreement.)

Enclosed are two copies of this license agreement. Please indicate your acceptance of the terms and conditions stated herein by dating and signing in the space provided below and return one original and a copy of your insurance certificate to me. If you have any questions or comments regarding this matter, please call me at 515-242-3902.

Sincerely,
MidAmerican Energy Company

Bill Smalley
William H. Smalley
Customer Technician

Accepted and agreed to this 10 day of March, 2008.

ST. ANTHONY'S CHURCH

By: *[Signature]*

Title: Business Manager

Exhibit A

INSURANCE (A) MidAmerican Energy Company intends that this License shall also be one of indemnity, and that such indemnification shall be covered by insurance. Accordingly, Licensee shall insure the risks with the minimum coverage and limits as shown below:

1. Workers' Compensation

- (a) State: Statutory coverage for all employees including officers, partners, and sole proprietors.
- (b) Applicable Federal (e.g. longshoreman, harbor work, work at or outside U.S. boundaries): Statutory.
- (c) Employer's Liability
 - \$500,000 Each Accident
 - \$500,000 Disease - Policy Limit
 - \$500,000 Disease - Each Employee

2. Commercial General Liability (including Premises - Operations, Products and Completed Operations, Contractual, Broad Form Property Damage, Independent Contractors, Personal Injury, Amendment - Aggregate Limits of Insurance (Per Project) Endorsement.)
Written on an occurrence basis (not Claims made).

- (a) Bodily Injury and Property Damage

Combined Single Limit Of:	\$2 million each occurrence
	\$2 million general aggregate
	\$2 million products - completed operations aggregate
- (b) Contractual Liability (Hold Harmless Coverage)

Combined Single Limit Of:	\$1 million each occurrence
	\$1 million aggregate
- (c) Personal Injury with Employment

Exclusion Deleted:	\$1 million aggregate
--------------------	-----------------------

3. Comprehensive Automobile Liability
(Owned, Hired and Non-Owned)

- Bodily Injury

\$500,000 each person
\$500,000 each accident
- Property Damage

\$500,000 each occurrence

Or, a Combined Single Limit \$1 million each occurrence

(B) Licensee shall provide for the naming of MidAmerican Energy Company as an additional insured, at Licensee's expense, for all liability coverage's (with coverage to MidAmerican Energy Company at least as broad as that which is provided to the named insured and not lessened or avoided by endorsement); written to expressly provide that coverage thereunder shall be primary (i.e. not excess) under all circumstances as respects any other insurance available to MidAmerican Energy. For those insurance coverage's whereby MidAmerican Energy Company is required to be named as an additional insured, the Licensee shall at any time requested by MidAmerican Energy prior to or during the term of the Work or this Contract, deliver to MidAmerican Energy certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against the Licensee, and/or MidAmerican Energy Company as additional insured, the Licensee shall deliver to MidAmerican Energy, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Contract, if so requested by MidAmerican Energy. To satisfy the insurance provisions, the Licensee must submit a certificate and endorsements of insurance signed by the insurer prior to using the Facilities.

(C) In the event the policy form, the amount of the insurance or the insurer is not satisfactory to MidAmerican Energy Company, Licensee shall provide insurance that is satisfactory to MidAmerican Energy Company. Licensee shall not cause any such policy of insurance to be cancelled or permit it to lapse, and all policies and certificates shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to MidAmerican Energy Company, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective.

(D) MidAmerican Energy Company does not represent that the insurance coverage's specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of the Licensee, and the Licensee shall be solely responsible for any deficiencies thereof. Nothing herein shall be deemed to limit the Licensee's liability under this Contract.

(E) Termination of this License by either party for any reason whatsoever, shall not affect any obligation with respect to work performed prior to such termination, or the indemnity or insurance provisions contained herein.