

★ Roll Call Number

Agenda Item Number

38

Date April 26, 2010

Application from St. Anthony's Church requesting approval for banners across the streets on SW 1<sup>st</sup> Street and Indianola Avenue, SW 1<sup>st</sup> Street and Columbus Avenue, 1804 SW 1<sup>st</sup> Street, 1703 S. Union Street and Granger Avenue, and 11 Dunham Avenue in recognition of the Annual Corpus Christi Celebration on May 23, 2010.

Moved by \_\_\_\_\_ to receive, file and approve banner.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRIESS				
HENSLEY				
MAHAFFEY				
MEYER				
MOORE				
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

38



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 Catholic Church

Address: 15 Indianola Rd.

Contact Person: Jenna Schmeling Alternate Contact \_\_\_\_\_

Daytime Phone: 244-4709 Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Date(s) the banner(s) or item(s) will be displayed: MAY 23<sup>rd</sup> 2010

Purpose of the banner(s) or item(s): Religious Meanings Showing  
& Explaining Symbols

Preferred Location: Please provide a map or diagram of the street indicating  
banner location. \_\_\_\_\_

How will the banner(s) or item(s) be anchored?  
Tied To Poles. Rope USED

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): 20ft x 2ft.

Specifications of banner(s) or item(s):

Type of Material:

Number of grommets used to secure banner or item:  
CANVAS 4 GROMMETS USED FOR EACH.

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

NO ELECTRICITY NEEDED

FILED  
MAY -9 AM 11:16  
CITY CLERK  
DES MOINES, IOWA

**Indemnification:**

To the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa against any and all claims, demands, suites, or loss, including any and all outlay and expense connected therewith, by reason of personal injury, bodily injury or death, and property damage, which arises out of the Applicant erecting, displaying, maintaining and removing banner or item display.

**Insurance:**

A Certificate of Insurance to demonstrate compliance with these requirements shall be submitted to the City's Risk Management Office. Applicant shall purchase and maintain during the period of the banner or item display, including erection, display and removal of banner or item. General Liability Insurance with a limit of no less than \$500,000 per occurrence and/or aggregate, Automobile Liability Insurance for owned (if applicable), non-owned and hired vehicles with a limit of no less than \$500,000 per occurrence. Both the General and Automobile Liability Insurance policies shall include Contractual Liability coverage equivalent to that included in a standard ISO Insurance form. If the banner or item display is part of a special event for which a Street Use Permit is granted, the insurance required for the Street Use Permit will be considered to also cover insurance otherwise required for this permit.

Applicant agrees to provide all maintenance and upkeep of the banner(s) or item(s) for the duration that the banner(s) or item(s) is in place. Banner(s) or item(s) may be removed at the expense of the applicant if required by the City.

Jo Anna Schmeeling  
Signature

9/31/2010  
Date

Please return to City Clerk's Office  
400 Robert D. Ray Drive  
Des Moines, IA 50309  
Phone: (515)283-4209, Ext. 7  
Fax: (515)237-2645

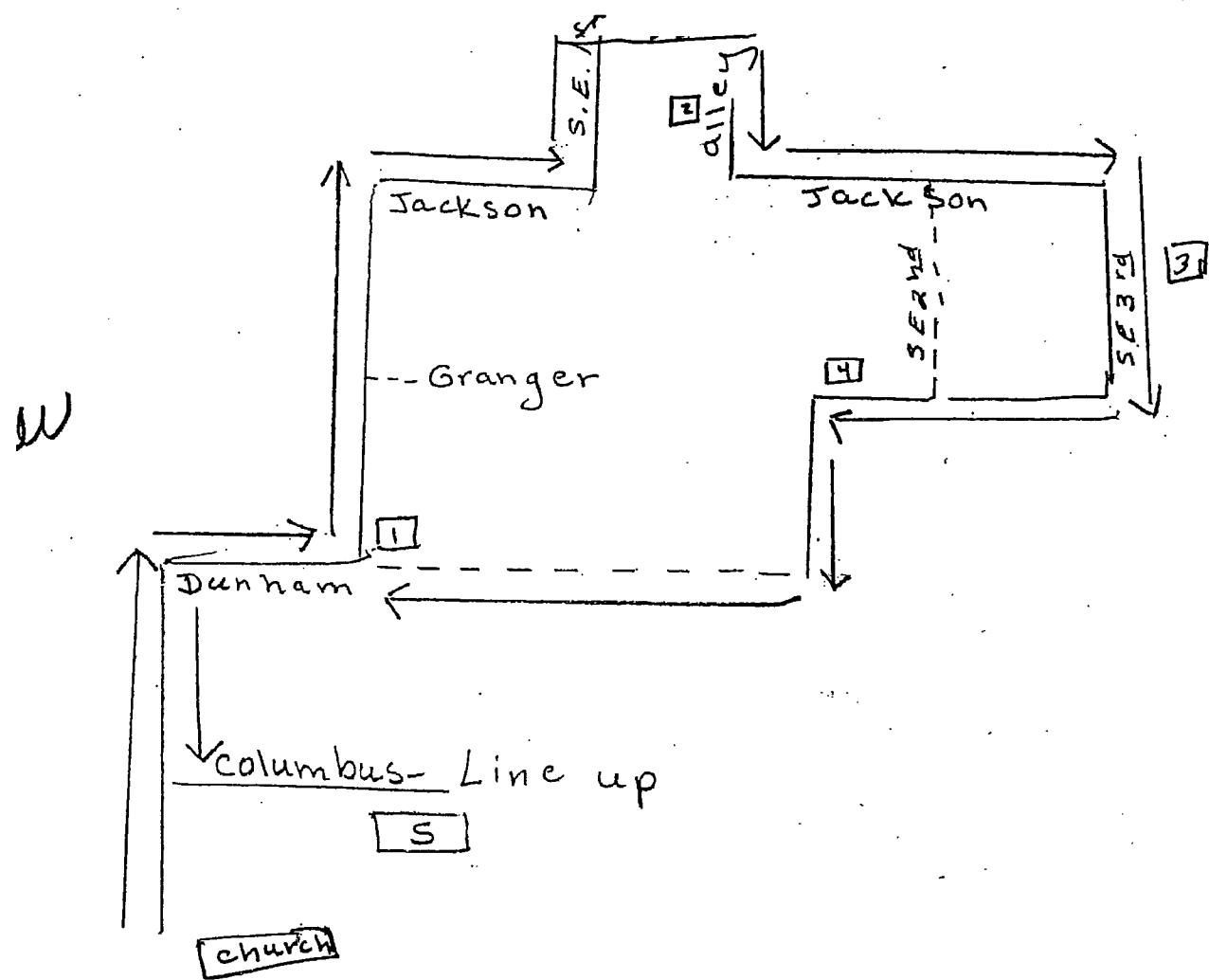
**FOR OFFICE USE ONLY:**

Traffic Division Approval: \_\_\_\_\_

Risk Management Approval: \_\_\_\_\_

City Council Approval: \_\_\_\_\_

### PROCESSION ROUTE



Altar 1: Mrs. Eleanor Funaro - 1723 South Union

Altar 2: Tumea and Sons Restaurant - 1501 SW 1st

Altar 3: Frank DeFino Family - 300 SE Granger

Altar 4: Joseph Mauro Family - 200 SE Granger

Altar 5: School and Parish Hall area - 16 Columbus Ave.

**HOLD HARMLESS AGREEMENT AND EVIDENCE OF INSURANCE  
COVERAGE FOR THE CONSTRUCTION, ERECTION, MAINTENANCE AND  
REMOVAL OF STREET BANNERS IN  
CITY OF DES MONES RIGHT-OF-WAY**

The undersigned, as an authorized representative of \_\_\_\_\_, acknowledges that the organization is a recognized group or association by the City of Des Moines, Iowa, or is a tax-exempt organization under Section 501 (c) (3) of the United States Internal Revenue Code.

On behalf of the organization or association, the undersigned states that the street banners which are the subject of this Agreement shall be placed in an area generally described as:

ON Poles IN The SAME AREA  
AS The ~~ATTACHED~~ ATTACHED  
PROCESSION ROUTE.

The organization or association acknowledges and agrees that it will solely provide for the construction, erection, maintenance and removal of street banners and that the City of Des Moines, its employees, agents and assigns shall have no obligation or responsibility whatsoever for the construction, erection, maintenance and removal of the street banners.

The undersigned acknowledges that any and all activity undertaken by any officer, agent, employee, volunteer and/or assign of the organization or association related to the placement of street banners and associated activity in City owned right-of-way pursuant to authorization of the City of Des Moines, Iowa, dated April 5, 1999 is done solely on behalf of the organization. The undersigned, on behalf of the organization or association, releases and holds harmless the City of Des Moines, Iowa, its officers, agents, employees and assigns harmless from any and all damages which may be asserted, claimed, or incurred by the City of Des Moines, Iowa, its officers, agents, employees and assigns by reason of property damage and/or personal injury, including bodily injury, which arises out of or which is in any way connected or associated with the activity undertaken for the construction, erection, maintenance and removal of the street banners from City owned right-of-way.

The organization or association assumes full responsibility for any and all damages and injuries which may result to any person or property by reason of or in connection with the activities undertaken by or on behalf of the organization or association.

The undersigned further acknowledges that any and all officers, agents, employees, volunteers and/or assigns of the organization or association are not employees or contractors of the City of Des Moines, Iowa and are exempt from the provisions for provided by Code of Iowa, Chapters 85, 85A, 85B and any succeeding legislation, and that such individuals shall have no right to make a claim for or receive any compensation from the City of Des Moines, Iowa as provided by Code of Iowa, Chapters 85, 85A, 85B and any succeeding legislation.

The organization or association represents that it has the approval of Mid-American Energy Company to erect street banners on utility or like-poles within the designated area, and that the above-named organization or association has liability insurance (Policy Name and Number ATTACHED IS MID AMERICA LETTER OF CONSENT. full force and effect which names the organization or association, and as an additional insured, the City of Des Moines.

The undersigned further represents that the liability insurance will remain in full force and effect during the period the street banners are located in City owned right-of-way and agrees that upon expiration, termination or otherwise of the liability insurance coverage, or if any of the terms of this Agreement cannot or are not met, the authority of the organization or association to have the street banners placed in City owned right-of-way will immediately terminate and the banners will be removed.

This Hold Harmless Agreement and Evidence of Insurance Coverage is executed on this 15<sup>th</sup> day of MARCH, 2010 on behalf of and by the authority of ROMAN CATHOLIC DIOCESE OF Des MOINES FOR ST. ANTHONY .  
CATHOLIC CHURCH 15 INDIANOLA RD. Des MOINES

Joanna Schmelz offic mge.  
Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/13/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> C.M.G. AGENCY, INC 10843 Old Mill Rd Omaha, NE 68154	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 402-551-8765 FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A:</td> <td>Preferred Professional Ins. Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Preferred Professional Ins. Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> Roman Catholic Diocese of Des Moines  PO Box 1816 Des Moines, IA 50306																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INDUCT NUMBER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ACCIDENT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MAU0027184-00	7/1/09	7/1/10	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/BENEFITARY OFFICER/MEMBER EXCLUDED? (Indicate in N/A) Yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUS: OFF-TOUR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Coverage is verified for claims arising out of St Anthony Parish holding their Corpus Christi Procession on May 23, 2010, from 4:00pm to 6:00pm.

<b>CERTIFICATE HOLDER</b> City of Des Moines	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Certificate of Coverage

Date: 3/15/2010

<b>Certificate Holder</b> The Roman Catholic Diocese of Des Moines Chancery Office 601 Grand Avenue Des Moines, IA 50309	<b>This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.</b>
<b>Covered Location</b> St Anthony Parish 15 Indianola Road Des Moines, IA 50315	<b>Company Affording Coverage</b> THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8577	7/1/2009	7/1/2010	General Aggregate Products-Comp/OP Agg Personal & Adv Injury Each Occurrence 500,000 Fire Damage (Any one fire) Med Exp (Any one person)
	Excess Liability	8577	7/1/2009	7/1/2010	Each Occurrence 500,000
	Other				Each Occurrence

**Description of Operations/Locations/Vehicles/Special Items**  
 Coverage is verified for St Anthony Parish's Corpus Christi Procession being held on May 23, 2009 from 4:00 PM to 6:00 PM.

<b>Holder of Certificate</b>	<b>Cancellation</b>
City of Des Moines	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative

0084000602



09-752  
42  
38



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

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 1<sup>st</sup> Street and Indianola Avenue, SW 1<sup>st</sup> Street and Columbus Avenue, 1804 SW 1<sup>st</sup> Street, 1703 S. Union Street and Granger Avenue, S. Union Street and Jackson Avenue 2<sup>nd</sup> Pole east of #5, S. Union Street, SE 2<sup>nd</sup> 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.)

X

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 17 day of March, <sup>2010</sup>~~2008~~.

ST. ANTHONY'S CHURCH  
By: *Jo Anne Schmeling*  
Title: *Office Manager*