

★ Roll Call Number

Agenda Item Number

87I

Date November 5, 2012

Application from Historic East Village, Inc. for permission to place holiday lights on trees between E. 4th and E. 6th on Locust Street from November 15 to January 15, 2013.

Moved by _____ subject to approval by the Parks and Public Works Department.

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

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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: Historic East Village, Inc.

Address: P.O. Box

Contact Person: Josh Carney Alternate Contact Mark Tezak

Daytime Phone: 515-244-4211 Cell Phone: 515-8508-1127

E-Mail Address: josh@jettandmouhey.com Fax: _____

Date(s) the banner(s) or item(s) will be displayed: Nov. 15 - Jan. 15

Purpose of the banner(s) or item(s): ~~Light~~ Holiday Lights

Preferred Location: Please provide a map or diagram of the street indicating banner location. Lights on trees between E 4th & E 10th on Locust St.

How will the banner(s) or item(s) be anchored?
Light decorations will be attached to street trees. The lights will not be sinched too tightly around branches and must be removed by February 1, 2013.

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): N/A

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

Type of Material:

Number of grommets used to secure banner or item:

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

Applicant will reimburse City for electricity used and for any maintenance and updating work to electrical system required for the tree lights and will pay City invoice within 10 days of date of invoice.

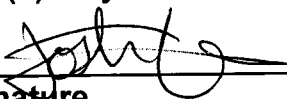
Indemnification:

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.



Signature

11/1/2012

Date

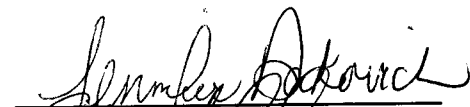
Please return to City Clerk's Office
400 Robert D. Ray Drive
Des Moines, IA 50309
Phone: (515)283-4209, Ext. 7
Fax: (515)237-2645

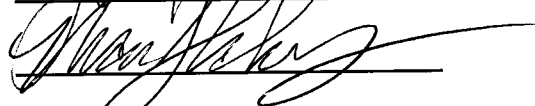
FOR OFFICE USE ONLY:

Traffic Division Approval:

Risk Management Approval:

City Council Approval:





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

The undersigned, as an authorized representative of Historic East Village 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:

For purposes of this Agreement, "street banner" means electric light decorations placed on street trees along East Locust from East 7th Street to the Des Moines River.

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 given in Resolution Number 99-991 dated April 5, 1999 is done solely on behalf of the organization or association and that the undersigned, on behalf of the organization or association, releases and holds the City of Des Moines, Iowa, its officers, agents, employees and assigns harmless from any and all damages which may be asserted, claimed, or recovered against 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 or 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 coverage (s) 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 or 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 Acord - NSI 137149202) in 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 1 day of November, 2012 on behalf of and by the authority of the Historic East Village, NC.


Authorized Representative

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NOTEPAD

INSURED'S NAME Historic East Village (HEV),

HISTO-1
OP ID: LM

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DATE 11/01/12

The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the insured does not provide coverage for torts specified in Iowa Code 670.4 and that the Insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without effecting the coverage afforded under this policy.

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Herzberg, Karen <kmherzberg@dmgov.org>

Re: Holiday Lights Banner

Message

Jahn, David <dajahn@dmgov.org>
To: "Herzberg, Karen" <kmherzberg@dmgov.org>
Cc: Julie Hempel <jmhempel@dmgov.org>

Fri, Nov 2, 2012 at 12:46 PM

I see Julie is out until Tuesday, Karen. Do you want a physical signature or just confirmation via email that we are in agreement? I certainly agree and expect Julie will as well. All the responsibility is theirs and we are just agreeing to let them do the project.

David Jahn, Municipal Arborist
City of Des Moines Public Works
216 SE 5th
Des Moines, IA 50309
(515) 283-4105
dajahn@dmgov.org



On Fri, Nov 2, 2012 at 9:43 AM, Herzberg, Karen <kmherzberg@dmgov.org> wrote:
Please review the attached "banner application" and sign off on it and return to me as soon as possible. The Risk Manager and the Traffic Division has signed off, but the City Clerk has asked that Parks and Public Works also sign off.

If yo have any questions, please contact me. Thank you.
Karen

----- Forwarded message -----

From: **Karen Herzberg** <kmherzberg@dmgov.org>
Date: Fri, Nov 2, 2012 at 8:36 AM
Subject:
To: Karen Herzberg <kmherzberg@dmgov.org>

This E-mail was sent from "RNPAE255F" (LD160c).

Scan Date: 11.02.2012 08:36:49 (-0500)
Queries to: LanierMFC@dmgov.org

—

Karen Herzberg
Executive Administrative Assistant