

Date July 28, 2014

From Life Serve Blood Center requesting approval of banner design for a banner to be displayed on E. 5<sup>th</sup> Street between Locust Street and Walnut Street for start and finish lines for "Run For Blood" on August 2, 2014.

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

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MAHAFFEY				
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



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

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Please submit application 45 days in advance  
 (Print or Type)

Applicant: LIFE SERVE BLOOD CENTER

Address: 431 E LOCUST ST

Contact Person: RACHEL PANZI Alternate Contact BETH PHILLIPS

Daytime Phone: 515-309-4905 Cell Phone: \_\_\_\_\_

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

Date(s) the banner(s) or item(s) will be displayed: 8/2/2014

Purpose of the banner(s) or item(s): TO DIRECT "RUN FOR BLOOD PARTICIPANTS TO START AND FINISH LINE

Preferred Location: Please provide a map or diagram of the street indicating banner location. SEE ATTACHED MAP

How will the banner(s) or item(s) be anchored?  
ROPE TEATHERED TO SANDBAGS (SEE PHOTO)

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):  
15' x 12'

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

Type of Material:  
INFLATABLE ARCHWAY  
RUBBER

Number of grommets used to secure banner or item:  
FOUR TIE DOWNS (OPT. 12' FEATHER FLAGS)

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 PICTURE. LIFE SERVE WILL PROVIDE  
ELECTRICITY NEEDED.

FILED  
 2014 JUL -9 PM 4:29  
 CITY CLERK  
 DES MOINES, IOWA

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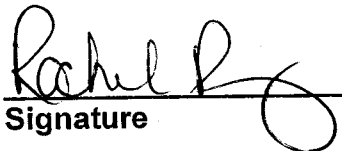
**Indemnification:**

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 occurrence. The General Liability Insurance policy 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

7/1/2014  
\_\_\_\_\_  
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: \_\_\_\_\_

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**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 LIFE SERVE BLOOD CENTER 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:

Center of E. 5<sup>th</sup> Street between Locust Street  
and Walnut Street

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 N/A - not attached to poles) 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on behalf of and by the authority of \_\_\_\_\_.

N/A

\_\_\_\_\_  
Authorized Representative





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2014

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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> <b>BCx</b> <b>2600 Meidinger Tower</b> <b>462 South Fourth Street</b> <b>Louisville, KY 40202</b>	<b>CONTACT NAME:</b> Amber Breaux <b>PHONE (A/C, No, Ext):</b> 713-470-4123 <b>E-MAIL ADDRESS:</b> abreaux@alliant.com	<b>Customer ID#</b> LIFECOM-01 <b>FAX (A/C, No):</b> 713-470-4124
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Community Blood Center Exchange Risk Retention Group	<b>NAIC #</b> 13893
	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**INSURED**  
**LifeServe Blood Center**  
**431 East Locust St.**  
**Des Moines, IA 50309**

**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		BCX14-00051	04/01/14	04/01/15	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000
A	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY - CLAIMS MADE			BCX14-00051	04/01/14	04/01/15	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$ 10,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>							\$
	(Mandatory in NH)						WC STATUTORY LIMITS	OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
	<b>OTHER</b>						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							EACH LOSS	\$
							AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Draper & Kramer of Iowa, Inc. 400 Locust, LLC, D&K Capital Square Manager, LLC, it's Manager, Column Financial, Inc. and Draper and Kramer of Iowa, Inc. The General Liability policy includes a blanket Additional Insured endorsement that provides Additional Insured status to the owner or lessor of any property who allows the "Named Insured" to hold blood drives or donor registration drives on their premises, but only with respect to "bodily injury" or "property damage" caused in whole or in part by the "Named Insured" during the collection or registration process.

### CERTIFICATE HOLDER

### CANCELLATION

	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 