

★ Roll Call Number

Agenda Item Number

29

Date July 28, 2014

Application from Christ The King Catholic Church requesting approval for a banner across SW 9th Street to promote the annual Sweet Corn Festival from August 1 to August 30, 2014.

Moved by _____ to receive, file and approve banner design.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GRAY				
HENSLEY				
MAHAFFEY				
MOORE				
VOSS				
TOTAL				

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.

MOTION CARRIED

APPROVED

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: CHRIST THE KING
Address: 5741 SW 9th ST
Contact Person: CHRIS MEDINA Alternate Contact _____
Daytime Phone: 285 2888 Cell Phone: 249 3290
E-Mail Address: CHRIS@CHRISTTHEKING.COM Fax: 285 8782
Date(s) the banner(s) or item(s) will be displayed: Aug 1 - 30

2014 JUL 11 PM 4:43
DES MOINES, IA
CITY OF DES MOINES

FILED

Purpose of the banner(s) or item(s): PROMOTE ANNUAL SWEET CORN FESTIVAL

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

How will the banner(s) or item(s) be anchored?
professionally INSITU

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): 3' - X 35'

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

Type of Material: MESH

Number of grommets used to secure banner or item: 8

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

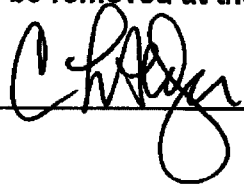
Indemnification:

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

7/11/2013

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 CHRIST THE KING, 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:

5711 SW 9th ST EAST WEST ACROSS
SW 9th ST

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.

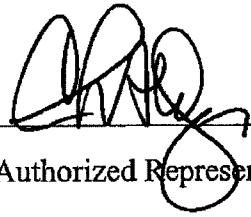
The undersigned further acknowledges that any and all officers, agents, employees, volunteers and/or assigns of the organization or association are not employees or contractors of the City of Des Moines, Iowa and are exempt from the coverage (s) provided by Code of Iowa, Chapters 85, 85A, 85B and any 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 Catholie Mutual 1800 228 6108) in full force and effect which names the organization or association, and as an additional insured, the City of Des Moines.

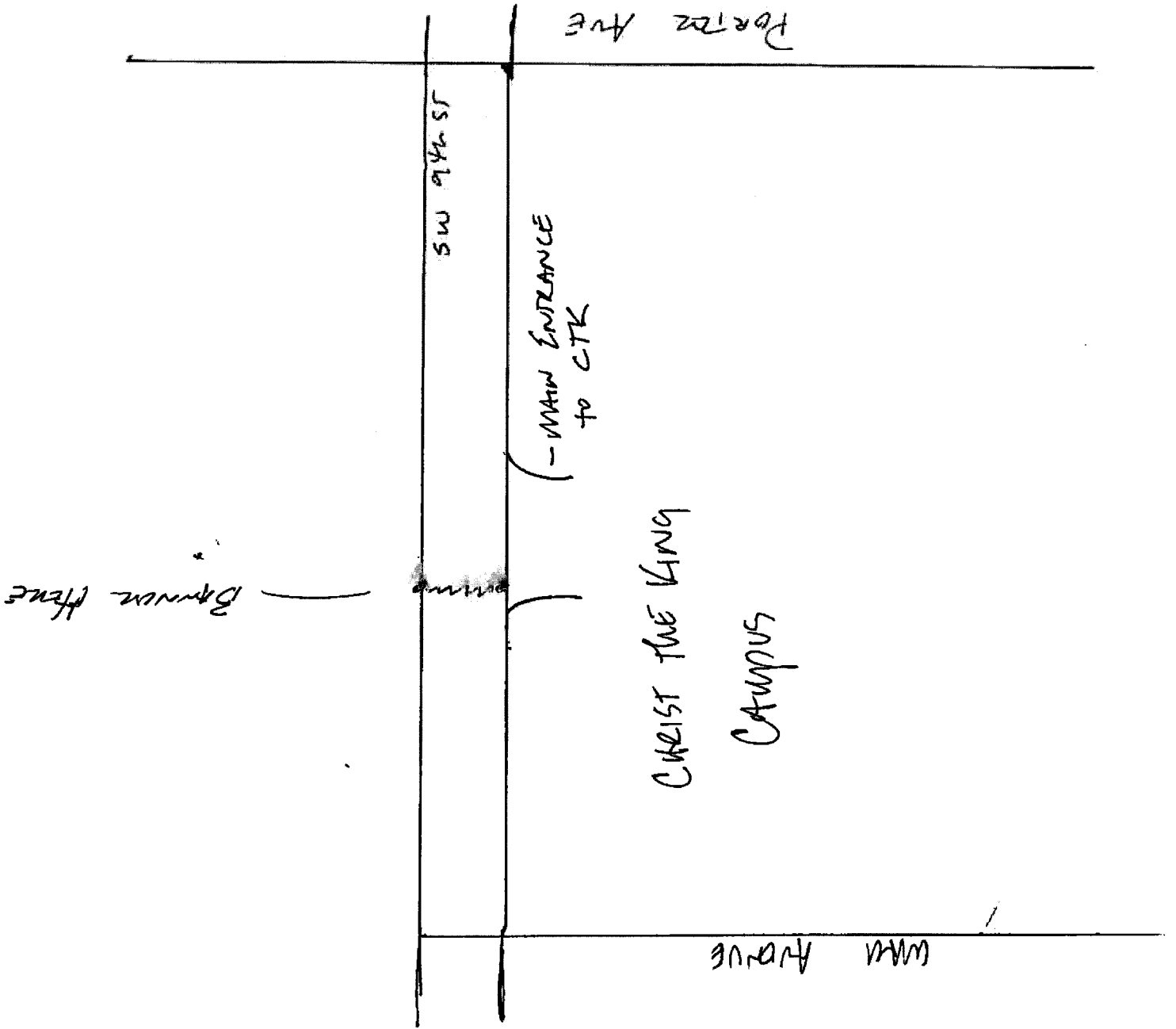
A.H.W. LAURA SCOTT

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 _____.

 _____ 249 3290
Authorized Representative

CERTIFICATE COMING





MidAmerican Energy Company
CUSTOMER TECHNICIAN
P O BOX 657
Des Moines, Iowa 50306-0657

August 7, 2008

Christ The King Catholic Church
5711 SW 9th St.
Des Moines IA. 50315-5006
Attention: Chris Aldinger

Dear Mr.: Aldinger

Re: Hanging a banner at 5711 SW 9th St. Des Moines IA

MidAmerican Energy Company is willing to grant the Christ The King Catholic 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:
Poles in front of Christ The King Catholic Church on the east and west side of SW 9th St. Des Moines Iowa.
2. Christ The King Catholic 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 Christ The King Catholic Church and/or in whole or in part by any act, omission or negligence of and/or its agents, officers or employees.
3. Christ The King Catholic Church shall maintain insurance of self-insure, to cover the risks specified in paragraph 2 Christ The King Catholic Church will provide MidAmerican Energy with a letter of self-insurance/insurance as proof of coverage's required in paragraph 2.



MidAmerican Energy Company
CUSTOMER TECHNICIAN
P O BOX 657
Des Moines, Iowa 50306-0657

August 7, 2008
Page 2

- 4. Christ The King Catholic 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 Christ The King Catholic Church TO USE AND Christ The King Catholic Church UNDERSTANDS THAT THE FACILITIES ARE PROVIDED AS IS, WITH ALL FAULTS.
- 5. The agreement shall become effective on 08-01-2008 and shall continue unless terminated by either MidAmerican Energy Company or Christ The King Catholic Church giving the other party thirty (30 days written notice of termination, or immediately without notice if Christ The King Catholic 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 .

Sincerely,
MidAmerican Energy Company
Bill Smalley
Customer Technician

Accepted and agreed to this 30 day of April, 2009

THE
By: *[Signature]*
Title: BUSINESS MANAGER

Certificate of Coverage

Date: 7/14/2014

Certificate Holder
 The Roman Catholic Diocese of Des Moines
 Chancery Office
 601 Grand Avenue
 Des Moines, IA 50309

Covered Location
 Christ the King Catholic Church
 820 Porter Ave
 Des Moines, IA 50315

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.

Company Affording Coverage
 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	
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8577	7/1/2014	7/1/2015	Each Occurrence	500,000
				General Aggregate	
				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability	8577	7/1/2014	7/1/2015	Each Occurrence	500,000
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of Christ the King Catholic Church posting/erecting of a banner on SW 9th Street from August 1-30, 2014. CMRS Excess Liability \$500,000 xs \$500,000 PPIC Auto Liability. Total Auto Liability \$1,000,000.

Holder of Certificate **Cancellation**

City of Des Moines, IA

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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 *Michael A. Johnson*

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