

★ Roll Call Number

Agenda Item Number

31

July 10, 2017

Date

Application from Beaverdale Neighborhood Association requesting approval to display banners through 2017 from Forest Avenue to Meredith Avenue for the Centennial celebration.

Moved by _____ to receive, file, and ratify approval.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MOORE				
WESTERGAARD				
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: Beverdale Neighborhood Association

Address: Po Box 30175 Des Moines, IA 50310

Contact Person: SEAN BAUMGARTNER Alternate Contact: _____

Daytime Phone: 515-556-9111 Cell Phone: _____

E-Mail Address: sean.baumgartner@outlook.com Fax: _____

Date(s) the banner(s) or item(s) will be displayed: Through 2017

Purpose of the banner(s) or item(s): celebrating Centennial

Preferred Location: Please provide a map or diagram of the street indicating banner location. every other pole on Beaver Avenue from First Ave to Mercant Ave.

How will the banner(s) or item(s) be anchored? premium spring -sm banner holder

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): MidAmerican offered, MidAmerican employee will install
not larger than 8' x 30"

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

Type of Material: Vinyl

Number of grommets used to secure banner or item: four ~~four~~ per banner

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

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.

SOB
Signature

5/14/17
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 Beverly Neighborhood Association, 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:

Beverly Avenue from Forest Avenue to
Meridian Avenue

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 Teeter Insurance) 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 15th day of May, 2017 on behalf of and by the authority of the Boardwalk Neighborhood Association.

JCLB

Authorized Representative

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BEAVE-1 OP ID: LM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/2017

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).

PRODUCER Jester Insurance Services, Inc 303 Watson Powell, Jr. Way P. O. Box 4779 Des Moines, IA 50305-4779 Melissa R Kauffman, CIC, CPCU	CONTACT NAME: Melissa R Kauffman, CIC, CPCU	
	PHONE (A/C, No, Ext): 515-243-2707	FAX (A/C, No): 515-243-6862
E-MAIL ADDRESS: mkauffman@jesterinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Cincinnati Insurance Company		10677
INSURED Beaverdale Neighborhood Assoc PO Box 30175 Des Moines, IA 50310		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0161164	09/01/2016	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input 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			ENP 016 11 64	09/01/2016	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is added as additional insured. Governmental immunities applies (See Notes)

CERTIFICATE HOLDER City of Des Moines 400 Robert D Ray Drive Des Moines, IA 50309	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
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NOTEPAD

INSURED'S NAME **Beaverdale Neighborhood Assoc**

**BEAVE-1
OP ID: LM**

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Date **05/15/2017**

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.



LICENSE FOR BANNERS

MidAmerican Energy Company ("MidAmerican") grants BEAVERDALE
CENTENNIAL COMMITTEE ("Licensee") a license to
use its utility poles for banners during the period JULY through NOVEMBER of each
calendar year, subject to the following:

1. The utility poles included in this License are located in ^{DES} MOINES Iowa and identified on the attached map. Licensee shall attach to 53 poles.
2. The overall width, length and top (vertical from ground line) of the banners shall not exceed the dimensions as described in MidAmerican's Distribution Standards and Conditions, Exhibit A in paragraph 1.04.
3. All attachments shall be installed, maintained and removed by qualified individual in accordance with the requirements and specifications of the presently adopted Iowa Electrical Safety Code, National Electrical Safety Code, the Occupational Safety and Health Act and all Distribution Standards and Conditions, and Orders issued pursuant thereto, and the Iowa Utilities Board.
4. Licensee shall indemnify and hold harmless MidAmerican, its parent, subsidiary and affiliated companies and its and their agents, officers and employees from and against any loss or damage to the Facilities, all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including legal expense and incidental and consequential damages) arising out of or connected with the use or condition (including all defects whether or not discoverable by either party) of the Facilities during the license period.
5. MidAmerican must emphasize the presence of its electric wires and Facilities and the potentially dangerous nature of electricity. Licensee shall notify its agents, servants, employees and all others who are involved with work in the area of MidAmerican's Facilities of the potentially dangerous nature of electricity and the need to notify MidAmerican prior to using equipment in any area where work cannot be performed safely. Licensee shall notify MidAmerican, Attention: Distribution Operations, in writing in the event that Licensee determines that the installation of banners cannot be performed safely in the area of MidAmerican's electric lines or Facilities. Licensee, its agents, servants, employees and all others will cease work and notify MidAmerican so that appropriate measures may be taken to avoid a potentially hazardous situation.
6. Licensee shall maintain insurance with MidAmerican named as additional insured, to cover all risks in paragraph 5 and shall provide a copy of the insurance certificate to MidAmerican upon execution of this License. The coverage and limits are specified on Exhibit B, attached hereto and incorporated herein by this reference.



7. Licensee acknowledges that MIDAMERICAN MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION OF THE FACILITIES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. MIDAMERICAN HAS AGREED TO ALLOW LICENSEE TO USE AND LICENSEE UNDERSTANDS THAT THE FACILITIES ARE PROVIDED AS IS, WITH ALL FAULTS.

8. The License shall become effective on the date of its execution and shall continue until terminated by either MidAmerican or Licensee giving the other party thirty (30) days written notice of termination, or immediately without notice if Licensee fails to comply with any provisions of this License. MidAmerican may assign its interests in this License to a successor corporation.

Acceptance of the terms and conditions stated herein is indicated by the authorized person dating and signing in the space provided below.

MidAmerican Energy Company

By Toby Foster
Printed TOBY FOSTER
Title MANAGER - DISTRIBUTION ENGINEERING

Licensee

By Samuel Rino
Printed SAMUEL RINO
Title COMMITTEE MEMBER
Representing BENEDALE CENTENNIAL COMMITTEE
City of DES MOINES

Accepted and agreed to this 27 day of JUNE, 2017