



## Roll Call Number

Agenda Item Number

36

Date June 10, 2013

Application from The Des Moines Arts Festival requesting banners across the streets on the entrances at 12<sup>th</sup> & Grand, 12<sup>th</sup> & Locust, 12<sup>th</sup> & Walnut, and 16<sup>th</sup> & Locust for the 2013 Des Moines Arts Festival from June 28-30.

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

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

MOTION CARRIED

APPROVED

Mayor

### 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.

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:** Des Moines Arts Festival

**Address:** 700 Locust, Suite 100 Des Moines, IA 50309

**Contact Person:** Beth Johnson **Alternate Contact** Stephen King

**Daytime Phone:** 515-286-4946 **Cell Phone:** 515-681-9428

**E-Mail Address:** bjohnson@desmoinesartsfestival.org **Fax:** 515-286-4942

**Date(s) the banner(s) or item(s) will be displayed:** June 28-30, 2013

**Purpose of the banner(s) or item(s):** 2013 Des Moines Arts Festival event.

**Preferred Location: Please provide a map or diagram of the street indicating banner location.** banners on scaffolding entrances at  
12th & Grand, 12th & Locust, 12th & Walnut,  
13th & Walnut, 16th & Locust

**How will the banner(s) or item(s) be anchored?**  
banners are attached with grommets and zip ties

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 permission. WE WILL NOT BE ANCHORING ANYTHING TO ANY UTILITY POLES.

**Size of banner(s) or item(s):**  
30'x5' and 14'x5'

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

**Type of Material:** vinyl banners with wind cuts

**Number of grommets used to secure banner or item:**  
Each banner has grommets on all four sides spaced 22" apart.

**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. Photo attached.

2013 MAY -8 AM 8:47  
CITY CLERK  
DES MOINES, IA

FILED

**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.

Bush Johnson  
Signature

5/7/13  
Date

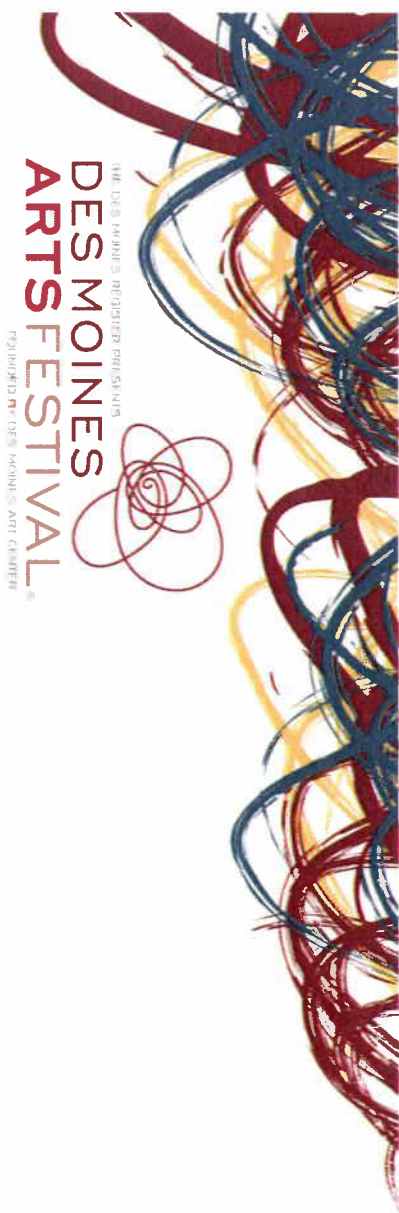
Please return to City Clerk's Office  
400 Robert D. Ray Drive  
Des Moines, IA 50309  
Phone: (515)283-4209, Ext. 7  
Fax: (515)237-2645

**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 Des Moines Arts Festival, 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:

12th & Grand, 12th & Locust, 12th & Walnut,

13th & Walnut, 16th & Locust

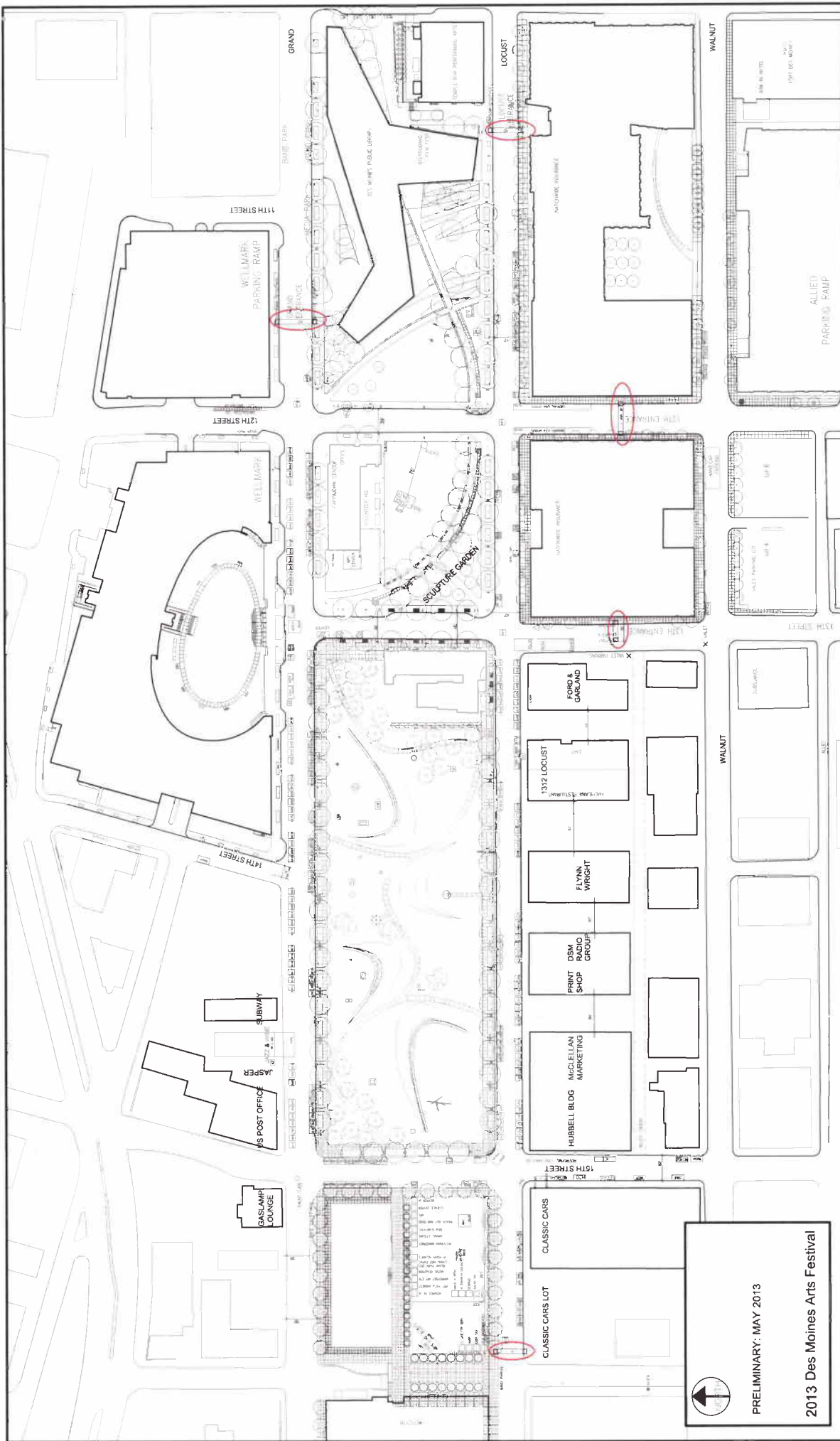
The organization or association acknowledges and agrees that it will solely provide for the construction, erection, maintenance and removal of street banners and that the City of Des Moines, its employees, agents and assigns shall have no obligation or responsibility whatsoever for the construction,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





PRELIMINARY: MAY 2013

2013 Des Moines Arts Festival