



**Roll Call Number**

\_\_\_\_\_

**Agenda Item Number**

44

\_\_\_\_\_

**Date** June 12, 2023

Application from Parks Area Foundation, an affiliate of Highland Park SSMID requesting permission to display 35 banners to signify the historic business district along the Highland Park SSMID District.

Moved by \_\_\_\_\_ to approve placement of the banners.  
Second by \_\_\_\_\_.

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
SHEUMAKER				
MANDELBAUM				
VOSS				
WESTERGAARD				
TOTAL				

**CERTIFICATE**

I, Laura Baumgartner, 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



44

**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:** Highland Park SSMID - operated by Parks Area foundation

**Address:** \_\_\_\_\_

**Contact Person:** Jeff Garton      **Alternate Contact** Christopher Civitate

**Daytime Phone:** 515-490-1882      **Cell Phone:** 515-221-8432

**E-Mail Address:** jeff@completeplumbingservices.com      **Fax:** \_\_\_\_\_

**Date(s) the banner(s) or item(s) will be displayed:** June 2023

**Purpose of the banner(s) or item(s):** To signify the historic business district

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

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

Banner Poles

**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):** 24x48

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

**Type of Material:** Canvas

**Number of grommets used to secure banner or item:** 4

**Sketch of banner or item design: Will you need electricity provided for your item? If electricity is necessary, how would it be obtained:** No

**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.

  
Jeff Garton (Jun 2, 2023 12:00 CDT)

Signature

Jun 2, 2023

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)237-1645

**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 Highland Park SSMID, 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:

Banners for the Highland Park SSMID District

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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 Parks Area Foundation, GL/Umb 2023-24 Master) 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 2nd day of June, 2023 on behalf of and by the authority of \_\_\_\_\_.

  
\_\_\_\_\_  
Jeff Garton (Jun 2, 2023 12:00 CDT)

Authorized Representative

## **City of Des Moines**

### **Street Banner Policy**

Banners displayed in downtown Des Moines are coordinated by the Downtown Community Alliance. There are approximately 125 banner-ready utility poles throughout the downtown core, including the Locust Street River Bridge and continuing east to Pennsylvania Avenue that are coordinated by the Downtown Community Alliance. Please contact the Downtown Community Alliance at 286-4943 if you are interested in placing banners in downtown Des Moines.

Any party interested in placing street banners on utility poles in the City right-of-way in any other area of the City of Des Moines must apply with the City and this application must be approved by the City Council. Please contact the Des Moines City Clerk's Office at 283-4209 if you would like to obtain an application. Applicants are required to be recognized neighborhood associations, business associations, cultural events, or schools.

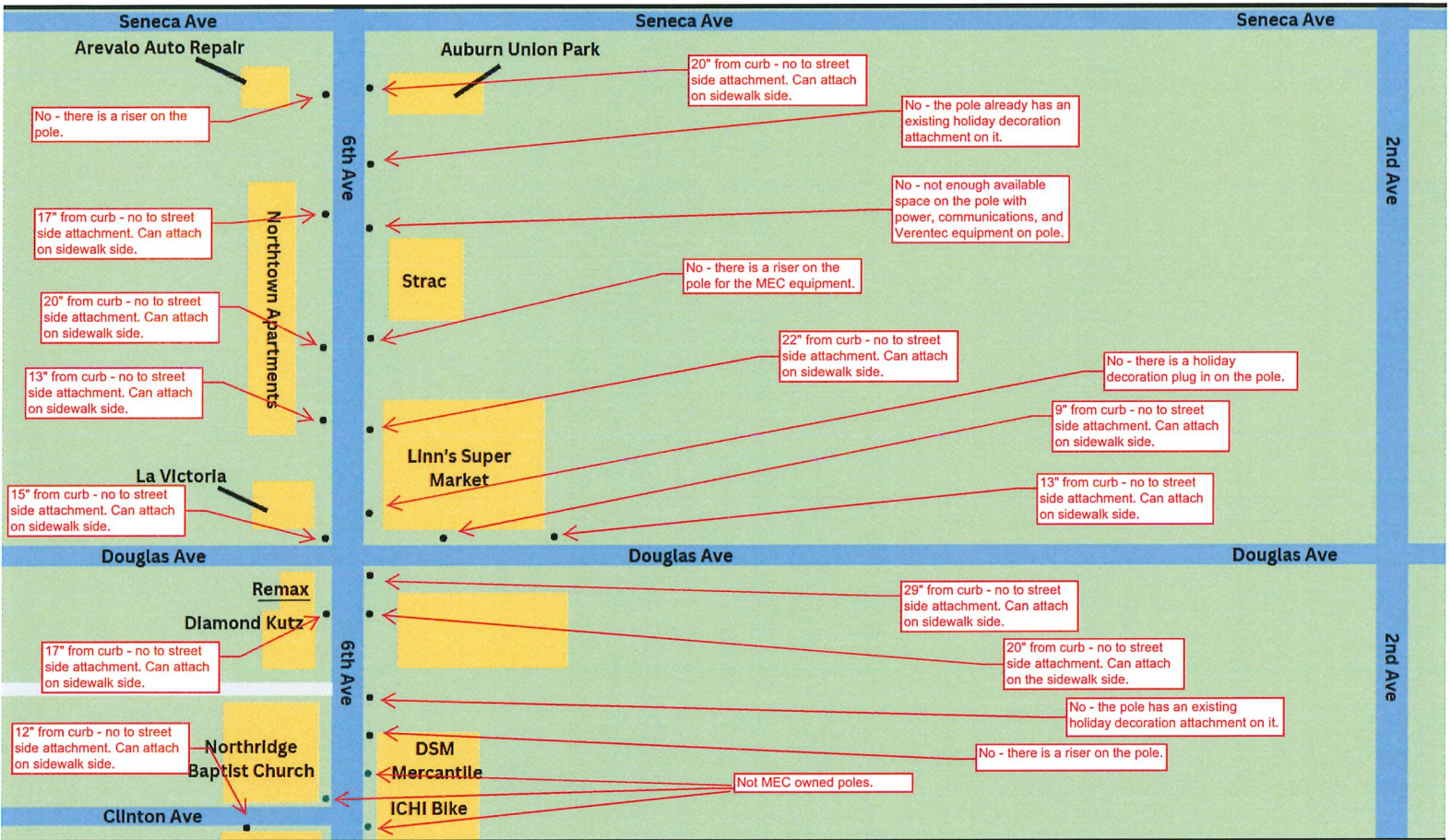
Applications will be processed on a first come, first served basis subject to approval of banner design by the City Council, availability of banner strength poles, and in accordance with City of Des Moines ordinances (Municipal Code Chapter 102-621), regulations, and this policy.

Banners must measure a maximum of 8 feet tall by 30 inches across, using heavy-duty mildew resistant materials. In addition to a sleeve at the top and the bottom, each banner must have four grommets (one in each corner of the sleeve). The design must be printed on both the front and the back of the banner.

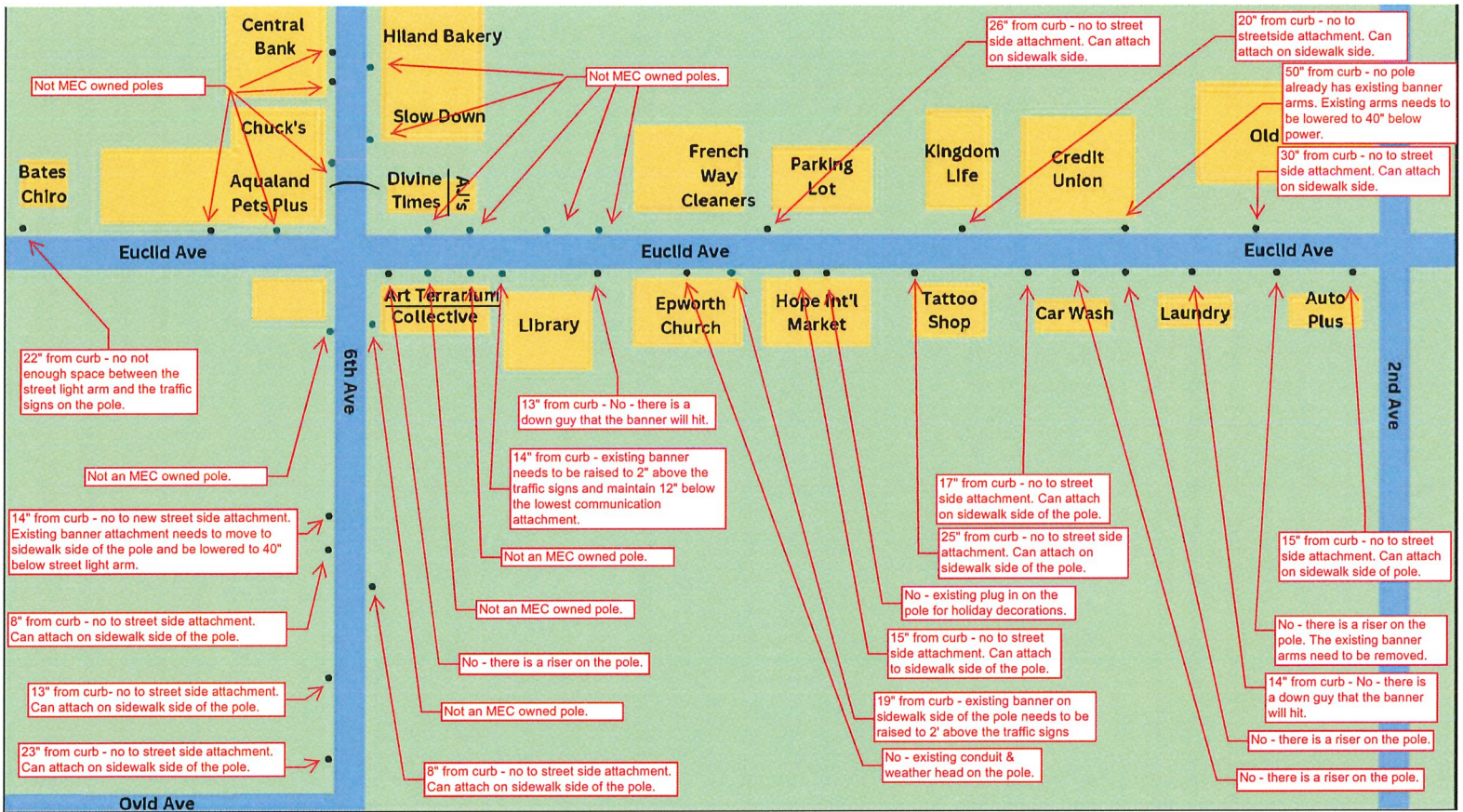
The applicant shall have proof of an agreement or a letter of approval executed between the applicant and Mid-American Energy, the owner of the utility poles. Approval is also subject to including the City of Des Moines as an additional insured on the insurance required by Mid-American Energy and the applicant executing a Hold Harmless Agreement with the City.

Approval of the street banners by the City of Des Moines is conditioned upon the applicant maintaining the street banners and removing them at the end of their useful life, all as determined by a representative of the Traffic and Transportation Division of the City of Des Moines.













# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2023

444

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 have ADDITIONAL INSURED provisions or 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> Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309		<b>CONTACT NAME:</b> Angela Gage <b>PHONE (A/C, No, Ext):</b> (515) 243-2707 <b>FAX (A/C, No):</b> (515) 243-6862 <b>E-MAIL ADDRESS:</b> agage@jesterinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> West Bend Mutual Ins	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** GL/Umb 2023-24 Master      **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	Y	Y	2088748 08	04/11/2023	04/11/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ Excluded
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			2088748 08	04/11/2023	04/11/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							PER STATUTE
Y/N <input type="checkbox"/> N/A							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)

30 day notice of cancellation & Iowa Governmental Immunities endorsement applies.

This certificate is for banners that will be on display for the Parks Area Foundation.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Des Moines 400 Robert D Ray Dr.  Des Moines IA 50309	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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/16/2023

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<b>PRODUCER</b> Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309	CONTACT NAME: Angela Gage PHONE (A/C, No, Ext): (515) 243-2707 E-MAIL ADDRESS: agage@jesterinsurance.com	FAX (A/C, No): (515) 243-6862
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Parks Area Foundation PO Box 3323 Des Moines IA 50316	INSURER A : West Bend Mutual Ins	NAIC # 15350
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: CL2331602048

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:	Y	Y	2088748 08	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			2088748 08	04/11/2022	04/11/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	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)

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This certificate is for banners that will be on display for the Parks Area Foundation.

**CERTIFICATE HOLDER****CANCELLATION**
 City of Des Moines  
 400 Robert D Ray Dr.

Des Moines

IA 50309

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



## LICENSE FOR SEASONAL DECORATIONS

MidAmerican Energy Company ("MidAmerican") grants Parks Area Foundation on behalf of the Highland Park SSMID District ("Licensee") a license to use its utility poles for seasonal decorations comprised of decorative lighting, flags and/or banners ("Seasonal Decorations"). All Seasonal Decorations are subject to the following:

1. Seasonal Decorations that comprise decorative lighting shall be limited to the period December 1 in a given year to January 15 of the following year. Seasonal Decorations that comprise flags and/or banners shall be permitted at any time.
2. The utility poles included in this License are located in the Highland Park SSMID District, Des Moines, Iowa and are identified on the attached map. Licensee shall attach to all poles in accordance with the map poles. This agreement is only for the specific pole locations and decorations approved within this License. Any future changes or additional poles shall be applied for in a new request. Any changes to decoration designs to existing poles or new poles shall also be applied for in a new request.
3. The overall width, length and top (vertical from ground line) of the Seasonal Decorations shall not exceed the dimensions as described in MidAmerican's MEC Banner/Seasonal Decoration Criteria set forth in Exhibit A.
4. All Seasonal Decorations lighting receptacles on MidAmerican poles shall be installed, owned and maintained by the Licensee. All Seasonal Decorations lighting receptacles on MidAmerican poles shall be installed and maintained by the Licensee's qualified electrician/electrical contractor. Seasonal Decorations lighting receptacles shall be installed in accordance with the requirements and specifications of the presently adopted Iowa Electrical Safety Code, National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA) and all Distribution Standards and Conditions, and Orders issued pursuant thereto of the Iowa Utilities Board (see referenced drawings).
5. All Seasonal Decorations lighting receptacles shall be controlled by a dusk to dawn photocell or timer installed by the Licensee or by the Licensee's qualified electrician/electrical contractor and serve no other electrical load other than Seasonal Decorations lighting on the same pole. MidAmerican shall be solely responsible for connecting/disconnecting the receptacles to a power source. As used in this License, the term "Facilities" includes, but is not limited to, MidAmerican's poles, the receptacles and the electric power to the receptacles. All cost of work performed by MidAmerican personnel to install, remove, make-ready, make safe, maintain or inspect the Facilities associated with the Licensee's Seasonal Decorations lighting shall be reimbursed by the Licensee on a time-and-material basis.
6. Licensee's right to use to use MidAmerican's poles is subordinate to MidAmerican's right to use its poles for its own purposes and electrical service obligations. Notwithstanding the foregoing, if MidAmerican determines any Seasonal Decorations lighting receptacles or appurtenances or



BANNER CONTRACT & CRITERIA

decorations affixed thereto pose an immediate threat to the safety of utility workers or the public, interferes with the performance of MidAmerican's service obligations, or poses an immediate threat to the integrity of MidAmerican's poles, Facilities, or electric reliability, MidAmerican may remove such receptacles, appurtenances, or decorations, without prior notice at Licensee's sole risk and expense.


7. Licensee shall indemnify and hold harmless MidAmerican, its parent, subsidiary and affiliated companies and its 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 installation, attachment, presence, use, maintenance, removal or condition (including all defects whether or not discoverable by either party) of the Seasonal Decorations or Facilities during the license period, including but not limited to all work or activities conducted by Licensee in connection therewith.
8. 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: Pole Attachments group, poleattachments@midamerican.com, in writing in the event that Licensee determines that the installation of Seasonal Decorations or Seasonal Decorations lighting receptacles 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.
9. 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.
10. 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.
11. 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. The obligations of paragraph 7 shall survive termination of this License.

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   
Printed Aimee Dunn  
Title Program Manager, Joint Facilities

**Licensee**

By   
Jeff Garton (Jun 2, 2021 11:31 CDT)  
Printed Jeff Garton  
Title President  
Representing Parks Area Foundation  
City of Des Moines, IA

Accepted and agreed to this 2nd day of June, 2021





BANNER CONTRACT & CRITERIA

**Exhibit A – MEC Banner/Seasonal Decorations Criteria**

MidAmerican will allow cities to attach Seasonal Decorations on MidAmerican poles if the following conditions are met:

- 2.01 **The maximum size banner allowed is 30" wide by 60" tall. The maximum dimensions for other Seasonal Decorations is 30" wide by 72" tall.**  
Banners and other Seasonal Decorations must not exceed these sizes in either dimension.
- 2.02 Only (1) Seasonal Decoration per pole is permitted. Each pole will be inspected prior to attachment to confirm viability for attachment.
- 2.03 There shall be no more than (2) banner arms on the top and no more than (2) banners arms at the bottom of the installation.
- 2.04 Banners arms must be of breakaway style and/or equipped with spring arm hardware flexing a minimum of 60 degrees from normal and/or have half circle air vents or similar cuts into the banner to reduce wind loading and pole deflection.
- 2.05 Seasonal Decorations brackets must be mounted using stainless steel banding. **No drilling of holes into the poles is allowed.**
- 2.06 Seasonal Decorations shall not be allowed on poles with existing electrical or communication risers on (up the side of) the pole. This includes u-guards, masts, weatherheads, etc.
- 2.07 Pole height must accommodate Seasonal Decorations installation parameters.
- 2.08 Seasonal Decorations shall maintain a minimum of 40" vertical clearance below any electrical wiring (secondary wiring or neutral wiring).
- 2.09 Seasonal Decorations shall maintain a minimum of 40" vertical clearance below any luminaries from where the ballasts connect to the poles.
- 2.10 Seasonal Decorations shall maintain a minimum of 12" vertical clearance below any communications wiring on the poles.
- 2.11 Seasonal Decorations that are attached on the curb side of a pole shall be:
  - a) A minimum 8' above the sidewalk surface.
  - b) A minimum of 18" clear from the face of the curb.
  - c) A minimum of 16.5' clear above travel lane if portions hang over travel lane.
- 2.12 Seasonal Decorations that are attached on the sidewalk side of the pole shall be:
  - a) A minimum of 8' above the sidewalk.
  - b) A minimum of 18" back from curb face.



- 2.13 Seasonal Decorations shall not be mounted less than 2' above an existing sign on the pole.
- 2.14 Seasonal Decorations shall not interfere with the visibility of traffic signals or signs or identified historic or artistic installations.
- 2.15 Seasonal Decorations shall be controlled by a dawn to dusk photocell or timer which will be provided and installed by the Licensee or by the Licensee's qualified electrician/electrical contractor.
- 2.16 MidAmerican shall not be responsible for removing and/or rebinding banners whenever the poles are replaced.

### **3.0 NOTIFICATION**

- 3.01 All Applications for Attachments, Notices of Removal, associated maps and correspondence shall be forwarded to:

MidAmerican Energy Company/Pole Attachment Department  
3500 104th Street, Urbandale, IA 50322  
Electronic notification: Email: [poleattachments@midamerican.com](mailto:poleattachments@midamerican.com)

### **4.0 APPLICATION APPROVAL PROCESS**

- 4.01 Application form shall be submitted to MidAmerican including map with poles included in application, design specification/drawings of decorations and pictures of Seasonal Decorations.
- 4.02 Application information shall be submitted through [poleattachments@midamerican.com](mailto:poleattachments@midamerican.com). All submitted application information will be reviewed internally; review shall include the following:
  - a. Inspection of poles for viability to support attachments.
  - b. Review of Seasonal Decorations for size, method of attachment and if power is required.
  - c. Any work required to allow safe installation of Seasonal Decorations on selected poles.
  - d. If requesting electric receptacles, the electric contractor must be approved by MidAmerican prior to any work on the poles.
  - e. If requesting electric receptacles, MidAmerican will handle the inspection of receptacles including connecting for power post installation.
- 4.03 Once pole viability, decoration design and power (if applicable) have been reviewed, MidAmerican will notify Licensee if any make ready work is required and the dollar amount.
- 4.04 If required, payment will need to be received before work takes place to make the poles ready for attachment.
- 4.05 When the make ready work has been completed, the Licensee will be notified they are approved to complete attachments.



- 4.06 Once Licensee has attached, MidAmerican must be notified so an inspection can be completed to ensure proper installation.



**Exhibit B – Insurance Requirements**

Prior to beginning attachment to MidAmerican's facilities, and at all times during the term of the License, Licensee shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to MidAmerican, such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from Licensee's operations under the License and for which Licensee may be legally liable, whether such operations are by Licensee or by a contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

MidAmerican intends that this contract shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and MidAmerican, but without restricting or waiving any obligations of Licensee herein contained, Licensee shall insure the risks associated with the work, the Seasonal Decorations, and this License with minimum coverages and limits as set forth below:

1. Commercial General Liability Insurance, written on an Occurrence Basis, with limits of \$1,000,000.00 per occurrence / aggregate Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Independent Contractor's Coverage
- Contractual Liability covering liabilities assumed under this Contract
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability endorsement
- Personal Injury Liability, including Contractual

2. Workers' Compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering Licensee's employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by employees of Licensee. Liability Insurance limits shall not be less than:

Bodily Injury by Accident	\$500,000	Each Accident
Bodily Injury by Disease	\$500,000	Policy Limit
Bodily Injury by Accident	\$500,000	Each Employee

and covering location of all workplaces involved in this Agreement.

3. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of \$1,000,000.00 per occurrence. Bodily Injury and Property Damage combined single limits, including Sudden and Accidental Pollution Liability, as appropriate.
4. Umbrella Liability Insurance with a minimum combined single limit of \$5,000,000.00 each occurrence / aggregate where applicable to be excess of the coverages and limits required in 1, 2, (employers' liability only) and 3, above.



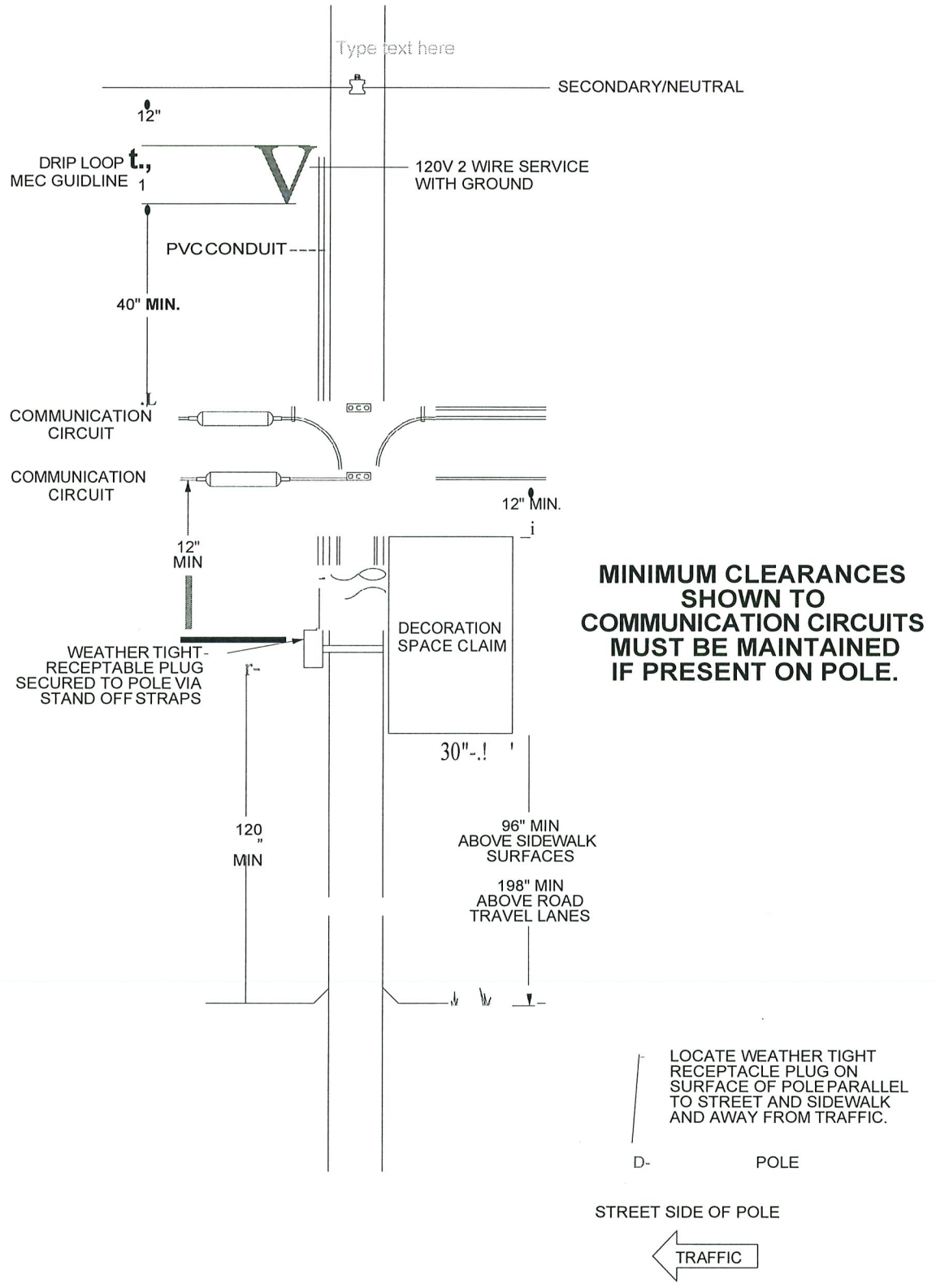
Licensee will provide MidAmerican with certificates of insurance evidencing this coverage. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, servants, and insurers; it being the intention of the parties that the insurance as effected shall protect all parties, and Licensee's carrier shall be primarily liable for any and all losses covered by the described insurance.

MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Licensee's insurance policies (except statutory Workers' Compensation).

#### CONTRACTOR'S INSURANCE

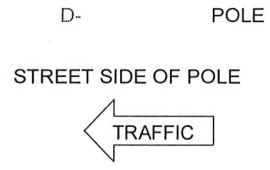
Should MidAmerican permit Licensee to further sublet, contract or subcontract any portion of the Work, Licensee shall, prior to the commencement of Work by any contractor or subcontractor, provide to MidAmerican's Engineering and Operations, certificates of insurance evidencing that each such contractor or subcontractor carries insurance as required by the insurance terms in this Exhibit B or evidencing that such contractors or subcontractor are named insureds under Licensee's insurance coverages. As with Licensee's insurance coverage, MidAmerican, its parent, divisions, affiliates, subsidiary-companies, co-lessees, or co-ventures, agents, directors, officers, employees and servants shall be named as an additional insured on any contractor or subcontractor insurance required by this section.





**MINIMUM CLEARANCES SHOWN TO COMMUNICATION CIRCUITS MUST BE MAINTAINED IF PRESENT ON POLE.**

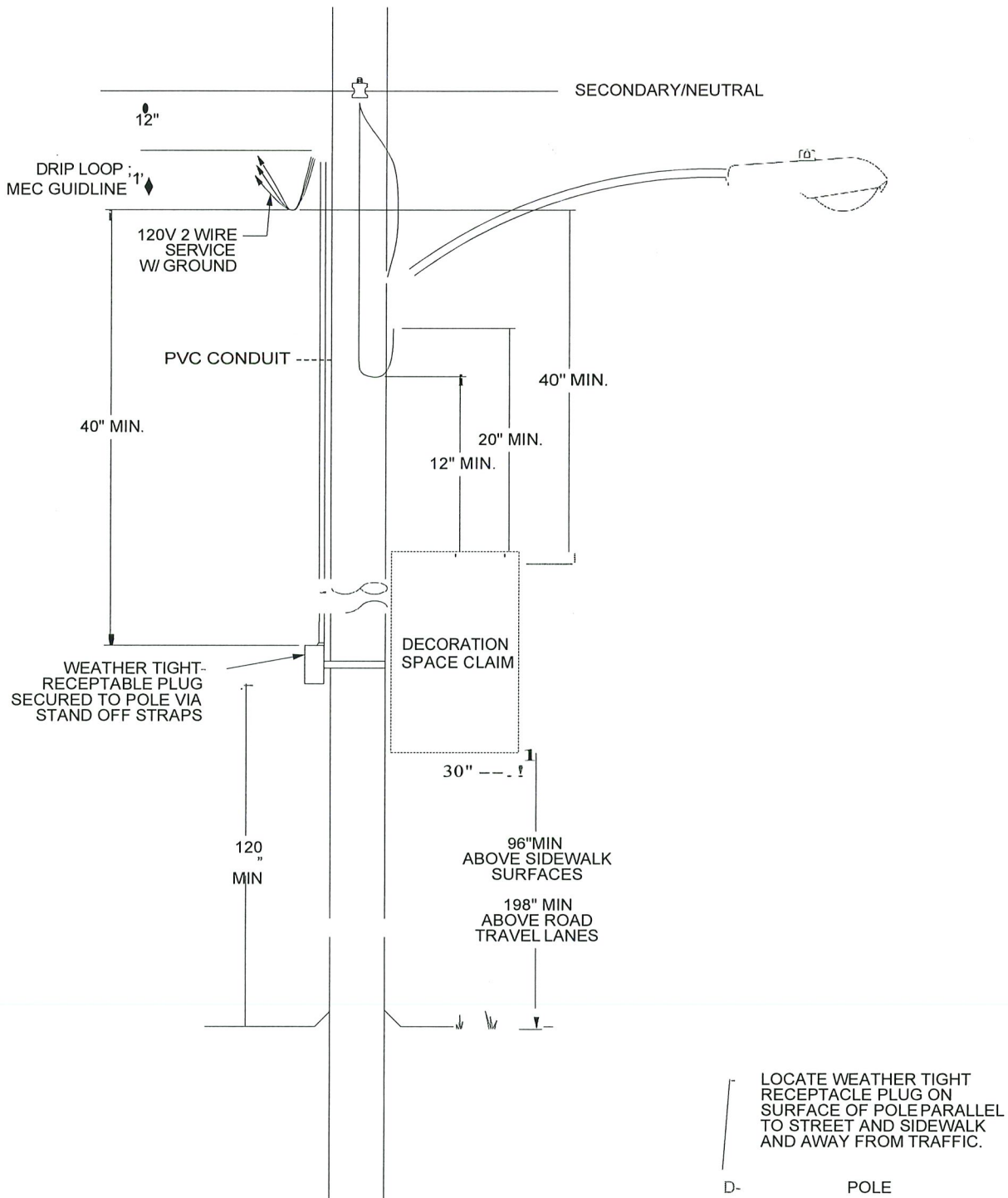
LOCATE WEATHER TIGHT RECEPTACLE PLUG ON SURFACE OF POLE PARALLEL TO STREET AND SIDEWALK AND AWAY FROM TRAFFIC.



**---NOTES---**

1. MIDAMERICAN ENERGY TO MAKE FINAL SECONDARY CONNECTIONS.
2. RECEPTACLE PLUG MUST BE GROUNDED TO MIDAMERICAN ENERGY GROUND SYSTEM.
3. IF POLE GROUND EXISTS, BOND SERVICE GROUND TO POLE GROUND. IF NO POLE GROUND EXISTS, BOND SERVICE TO OVERHEAD NEUTRAL

<b>MIDAMERICAN ENERGY COMPANY</b>	<b>DECORATION WITH COMMUNICATION LINES INSTALLATION CLEARANCES</b>	<b>ATTACHMENT 1</b>			
DRAWN BY: _____ APPROVED BY: TWT		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">REV. NO. 1</td> <td style="width: 33%;">REV. DATE 01/13/2021</td> <td style="width: 33%;">ISSUE DATE 09/21/2020</td> </tr> </table>	REV. NO. 1	REV. DATE 01/13/2021	ISSUE DATE 09/21/2020
REV. NO. 1	REV. DATE 01/13/2021	ISSUE DATE 09/21/2020			



----NOTES----

1. MIDAMERICAN ENERGY TO MAKE FINAL SECONDARY CONNECTIONS.
2. RECEPTABLE PLUG MUST BE GROUNDED TO MIDAMERICAN ENERGY GROUND SYSTEM.
3. IF POLE GROUND EXISTS, BOND SERVICE GROUND TO POLE GROUND. IF NO POLE GROUND EXISTS, BOND SERVICE TO OVERHEAD NEUTRAL

"MIDAMERICAN  
ENERGY COMPANY-

DR AWN BY  
SON

APPROVED BY  
TWT

DECORATION WITH STREETLIGHT  
INSTALLATION CLEARANCES

ATTACHMENT 2

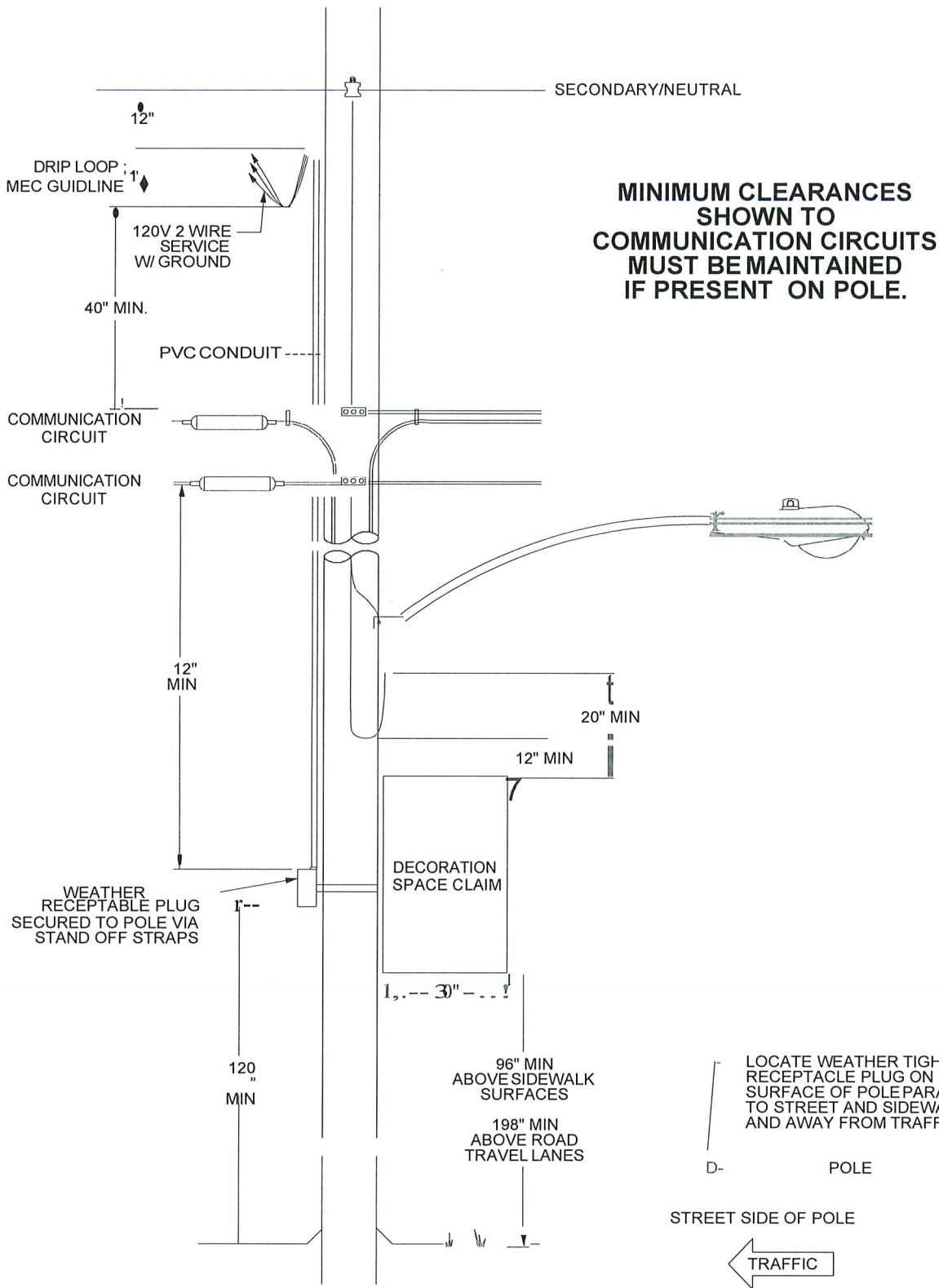
CU CATEGORY:

REV. NO.  
1

REV. DATE  
01/13/2021

ISSUE DATE  
09/21/2020





**MINIMUM CLEARANCES  
SHOWN TO  
COMMUNICATION CIRCUITS  
MUST BE MAINTAINED  
IF PRESENT ON POLE.**

**----NOTES----**

1. MIDAMERICAN ENERGY TO MAKE FINAL SECONDARY CONNECTIONS.
2. RECEPTACLE PLUG MUST BE GROUNDED TO MIDAMERICAN ENERGY GROUND SYSTEM.
3. IF POLE GROUND EXISTS, BOND SERVICE GROUND TO POLE GROUND. IF NO POLE GROUND EXISTS, BOND SERVICE TO OVERHEAD NEUTRAL

<b>"MIDAMERICAN ENERGY COMPANY-</b>		<b>DECORATION WITH STREETLIGHT BELOW COMMUNICATION LINES INSTALLATION CLEARANCES</b>		<b>ATTACHMENT 3</b>	
DRAWN BY SON	APPROVED BY TWT			CU CATEGORY:	
		REV. NO. 1	REV. DATE 01/13/2021	ISSUE DATE 09/21/2020	





# Parks Area Foundation, Seasonal Decorations Contract

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Christopher Civitate (ccivitate@investdsm.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0US-DKBLu9l7lbAXZmTj3elZfPriS9w5

## "Parks Area Foundation, Seasonal Decorations Contract" History

-  Document created by Christopher Civitate (ccivitate@investdsm.org)  
2023-06-02 - 3:33:59 PM GMT- IP address: 204.131.84.250
-  Document emailed to Jeff Garton (jeff@completeplumbingservices.com) for signature  
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-  Email viewed by Jeff Garton (jeff@completeplumbingservices.com)  
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-  Document e-signed by Jeff Garton (jeff@completeplumbingservices.com)  
Signature Date: 2023-06-02 - 4:31:14 PM GMT - Time Source: server- IP address: 104.28.104.104
-  Agreement completed.  
2023-06-02 - 4:31:14 PM GMT

**HIGHLAND  
PARK**  
HISTORIC  
DISTRICT

Des Moines

