### ITEM # <u>16</u> DATE: 07-28-15

### COUNCIL ACTION FORM

### SUBJECT: ENCROACHMENT PERMIT FOR SIGNS AT 2420 LINCOLN WAY

### BACKGROUND:

The owner of the building at 2420 Lincoln Way, Kingland Systems Corp., has requested an encroachment permit for two new signs which will encroach over the City sidewalk.

The proposed signs will be LED lighted signs, attached to raceways mounted through façade to structure; one sign will be on the front façade and another will be on the west façade. The signs will extend not more than five feet over the sidewalk, and will not infringe upon the use of the sidewalk by the public.

The requirements of Section 22.3 of the *Municipal Code* have been met with the submittal of a hold-harmless agreement signed by the property owner and the applicant, and a certificate of liability insurance coverage which protects the City in case of an accident. The fee for this permit was calculated at \$230, and the full amount has been received by the City Clerk's Office.

### ALTERNATIVES:

- 1. Approve the request.
- 2. Deny the request.

### **MANAGER'S RECOMMENDED ACTION:**

It is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby granting the encroachment permit for these signs.



### APPLICATION FOR ENCROACHMENT PERMIT

An Encroachment Permit approved by the Ames City Council is required for anything of a "fixed character" which is "upon, over or under" the surface of any "street, alley or sidewalk."

Address of Encroachment: 2420 LINCOLN WAY, AMES IA

(If the encroachment is a sign, please apply for a sign permit through the Inspections Division).

Name of Applicant: JEST GORBAIL FOR KINGLAND SYSTEMS CORP
Address: 1401 6th AVA S. CLEAR LAILE, IA
Applicant's Home Phone: <u>641 355 1005</u> Work or Cell Phone: <u>641 529 0975</u>
Owner of Building: 141961AND COMPUS PROPRATIES
Owner's Address: 1401 6 TH AVIE SOUTH. CURAN LANE, EA
Owner's Home Phone: 641 355 1005 Work or Cell Phone: 641 529 0975

These items must be submitted with your application prior to approval of the permit:

- 1. An Encroachment Permit Agreement approved as to form by the City Attorney and signed by the owner of the building where the encroachment will occur. (Obtained from the City Clerk's Office).
- 2. A sketch of the encroaching item (i.e., sign, canopy, awning, etc.) drawn to scale.
- 3. A sketch showing the placement of the encroaching item on the property.
- 4. An insurance certificate with comprehensive general liability coverage in an amount of not less than \$500,000 combined single limit naming the City of Ames as an additional insured on the policy. Said certificate must be accompanied with a copy of Endorsement CG 2013.
- 5. A fee to be determined by the City's Building Official. The fee is \$1.00 per square foot of the encroachment or a minimum of \$25.00.

Applicant's Signature: \_\_\_\_\_\_

Owner's Signature (If different): \_\_\_\_\_

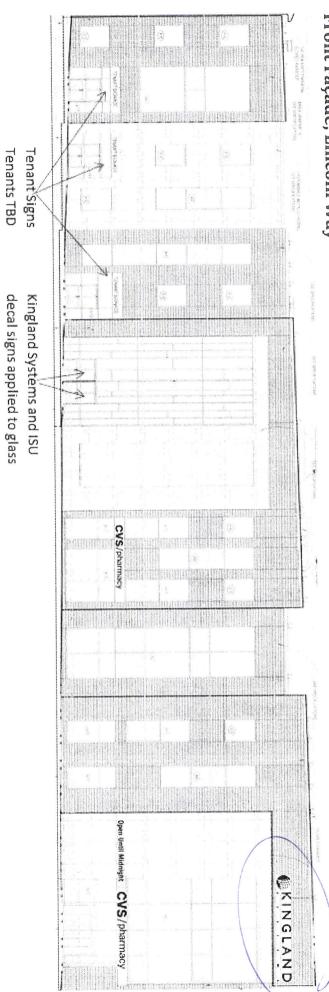


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# Kingland Building Sign Plan

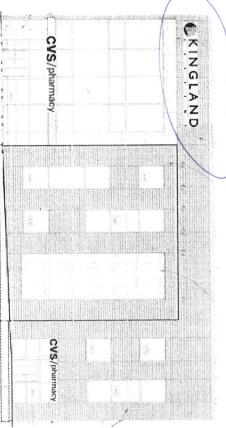
unleased tenant signage spaces. below represents a total of 495 Sqft of signage for all signs represented. This assumes maximum sized signage to fit in the space allowed by design for the According to Sara Van Meeteren, Ames Community Codes Liaison, the total square footage allowed for signage on our project is 1079.82Sqft. The sign plan Sings are planned to be LED lighted signs, attached to raceways mounted through façade to structure. Sign permits will be sought per Ames City Code process.

## Front Façade, Lincoln Way



entrance doors





## South Façade, Parking Lot

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