

III

## APPENDICES



## Appendix I. PERMITS & FEES

<b>Use</b>	<b>Required Permits</b>	<b>Annual Fee Schedule:</b>
<b>Newsracks</b>	City of Raleigh Business License	\$15
	Newsrack	Varies*
<b>Outdoor Dining</b>	Outdoor Dining	\$150
	NC ABC License	Varies*
	City Wine/Beer License	Varies*
	Wake County Health Approval Letter	Varies*
	Outdoor Amplification	\$200
<b>Street Performances</b>	Street Performance	\$40 (Annually)
<b>Pushcart Vending</b>	City of Raleigh Business License	\$25
	Pushcart Vending	\$60
	Home Occupation Use	\$72
	Wake County Health	Varies*
<b>Private Mail</b>	City of Raleigh Business License	Varies*
<b>Drop-Off Boxes</b>	Mail Drop-Off Box	\$15
<b>Minor Encroachments</b>	Encroachment Permit	\$150
<b>Outdoor Merchandise</b>	City of Raleigh Business License	Varies*
	Encroachment	\$150
<b>One-Time Permit Fees:</b>		
<b>Street Furniture and Accessories</b>	Encroachment	\$150
<b>Awning</b>	Encroachment	\$150
	Building	\$72
<b>Exterior Building &amp; Accent Lighting</b>	Encroachment	\$150
	Electrical	\$72
<b>Overhead Signs</b>	Sign	\$72
	Electrical Permit	\$72
	Encroachment	\$150
<b>A-Frame Signs</b>	Sign	\$72
	Encroachment	\$150
<b>Vegetative Impacts</b> (Tree Pruning, etc.)	Vegetation Impact Permit	\$60

\* Fee varies with nature, type and size of business

## Appendix 2. PERMIT INFORMATION

<b>NC ABC Permit</b>	NC ABC Commission 779-0700
<b>City Beer/Wine License</b>	City of Raleigh Revenue Services Division 996-5130
<b>Building Permit</b>	City of Raleigh Inspections Department 516-2150
<b>Electrical Permits (Signs)</b>	City of Raleigh Inspections Department 516-2495
<b>Home Based Businesses</b>	Downtown Permits Office 516-2550
<b>Minor Encroachment Permit</b>	Downtown Permits Office 516-2550
<b>Newsracks</b>	Downtown Permits Office 516-2550
<b>Outdoor Dining</b>	Downtown Permits Office 516-2550
<b>Permanent Encroachment</b>	City of Raleigh Inspections Department 516-2559
<b>Business License</b>	City of Raleigh Revenue Services Division 996-3200
<b>Public Art</b>	Raleigh Arts Commission 996-3610
<b>Raleigh Police Department</b>	Raleigh Downtown Police Department 996-3855
<b>Sign Permit</b>	Downtown Permits Office 516-2555
<b>Special Events</b>	Downtown Raleigh Alliance 832-1231
<b>Special Events In Parks</b>	City of Raleigh Parks and Recreation Department 831-6640
<b>Street Performances</b>	Downtown Permits Office 516-2550
<b>Pushcart Vending</b>	Downtown Permits Office 516-2550
<b>Vegetation Impact Permit</b> (Tree maintenance, etc.)	Parks and Recreation Department Urban Forestry Division 872-4115

## Appendix 3. GLOSSARY

- Artisan.** A skilled worker who produces handicrafts.
- Awning.** A fixed, permanent, or retractable fabric cover that is attached to the wall of a building and that projects over an entrance or window into public space.
- Cart Operation Area.** The surface area required for the operation of a pushcart, measuring a maximum of 100 square feet (including the area immediately beneath the pushcart).
- Competing Business.** Businesses that are of similar nature or providing the same type of products or services.
- Encroachment.** Any privately-owned object, equipment, signage, or materials situated on, affixed to, or overhanging any public spaces including, but not limited to canopies, awnings, and street furniture.
- Encroachment Committee.** A committee comprised of representatives from various City departments that reviews and makes recommendations to the approval authority for proposed encroachments on public right-of-way spaces.
- Established Businesses.** Businesses housed within a building or a permanent immobile structure, with frontage on the public right-of-way.
- Garden Zone.** On Fayetteville Street, the 19-foot wide area on each side of the street between the Walking Zone (immediately adjacent to the building fronts) and the street.
- Handicraft.** Products made by a silversmith, weaver, jeweler, candle maker, wood carver, needle crafter, quilter, potter, maker of fragrances/ incense, leatherworker, or makers of other handcrafted products.
- Home-based Business.** Any business where the primary office is located in the owner's home.
- Illuminated Sign.** Any sign lit by electricity or any other source of power, or illuminated in any manner.
- Logo Signs.** A type of projecting sign, the graphic image of which must be based upon the building tenant's business logo.
- Merchandise.** Items offered for retail sales including, but not limited, to plants, flowers, clothing, jewelry, ornaments, art work, food or beverages, or other goods or wares.
- Minor Encroachments.** Uses of a public space which are largely temporary or minor in nature, posing little long-term physical impact, and which can be removed with relative ease if desired.
- Modular Newsrack.** A newsrack designed with multiple separate enclosed compartments to accommodate at any one time the display, sale, or distribution of multiple distinct and separate newspapers or other publications.
- Newsrack.** Any self-service container, storage unit, or other dispenser installed, used, or maintained for the distribution of newspapers or other publications. A newsrack is typically designed as a single enclosed compartment.
- Non-competing Businesses.** Businesses that are not of similar nature or providing the same type of products or services.
- Outdoor Dining Area.** An area in front of or immediately adjacent to a restaurant and located in public space whereon tables, chairs, or benches are placed for dining purposes.
- Outdoor Merchandise Area.** An area in front of or immediately adjacent to a retail business where merchandise is located on a public sidewalk for the purposes of displaying, exhibiting, selling, or offering for sale merchandise.
- Projecting Sign.** A sign end-mounted or otherwise attached to an exterior wall of a building, and which projects from the wall more than 6".

- Public space.** An interest in land to the City which provides for the perpetual right and privilege of the City, its agents, franchise holders, successors, and assigns to construct, install, improve, reconstruct, remove, replace, inspect, repair, maintain, and use a public street, including related and customary uses of street rights-of-way such as sidewalks, bike paths, landscaping, mass transit facilities, traffic control devices and signage, sanitary sewer, storm water drainage, water supply, cable television, electric power, gas, and telephone transmission and related purposes in, upon, over, below, and across the rights-of-way. The City is authorized to remove, and keep removed from the rights-of-way all trees, vegetation, and other obstructions as is determined to be necessary by the City to maintain, repair, and protect facilities located in the realm.
- Pushcart.** Wheeled cart which may be moved by one person without the assistance of a motor and which is designed and used for displaying, keeping, or storing any articles for sale by a vendor.
- Pushcart Vendor.** A person who offers for sale food, beverages, or other merchandise from a pushcart in public space.
- Sale.** An event or series of events during which goods, wares, and merchandise are offered for sale to the public.
- Street.** The term street, when used herein, shall be construed to embrace all streets, avenues, boulevards, roads, alleys, lanes, squares, bridges, viaducts, tunnels, causeways, and sidewalks, lying within the street realm, and all other public highways in the City.
- Sidewalk.** All the areas legally open to public use as a pedestrian public way between the curb line and public space boundary along the abutting property.
- Sidewalk Clearance.** Unobstructed sidewalk space open to pedestrian travel adjacent to streetscape elements (such as utility poles, vending carts, benches, or tree grates).
- Sign.** Any medium, including its structure and component parts, which is used or intended to be used to attract attention for identification, noncommercial expression, announcement, or advertising purposes.
- Street Block Face.** One side of a street between two consecutive street intersections.
- Street Furniture.** Benches, planters, flower boxes/pots, or other objects constructed or used outdoors.
- Street Performances.** Acting, singing, playing musical instruments, pantomime, mime, magic, dancing, juggling, or the sale of visual art and wares produced by the artist on site. The definition does not include picketing, parades, and other activities regulated elsewhere in the City Code.
- Street Performers.** Individuals who perform, as defined herein, on the streets of the City of Raleigh.
- Treated Wood.** Pressure treated wood utilizing preservative chemicals (copper sulphate, arsenate, etc.).
- Vegetation Impact Permit.** This permit defines the activities and conditions that are permitted to take place on trees that are located on the public right-of-way or public controlled areas. A request form must be submitted with the scope of work outlined and the work approved by the Urban Forester before the permit will be granted.
- Vendor/ Artisan.** A person who offers for sale crafts, non-food plants, or other goods which that individual has personally produced or created.
- Walking Zone.** On Fayetteville Street, the 12-foot wide zone along the storefronts on both sides of the street.

# Appendix 4. Maintenance Responsibilities

## GENERAL STANDARDS

Individuals or businesses receiving permits for private use of public spaces are required to:

- Keep the activity area free of litter, debris, dirt, or discarded materials that might be deposited as a result of the approved activity,
- Keep sidewalk surfaces in the activity area free of grease, rust, paint, or other coatings or stains that might be deposited as a result of the approved activity, and
- Report accidental spills, graffiti, vandalism, or other damage to sidewalks, trees, or streetscape features immediately to the designated City Department (831-6446; graffiti hotline: 831-6001).

The Parks and Recreation Department’s Maintenance Division monitors site conditions on Fayetteville Street. Downtown Raleigh Alliance Ambassadors monitor all other areas within the Downtown Overlay District.

## ACTIVITY SPECIFIC STANDARDS

In addition to the general standards noted above, specialized standards apply to the respective activities listed below:

### Outdoor Dining

The owner of the associated business is required to:

- Arrange for power washing of the approved dining area at least once every three months.
- Keep the area free of ice or snow:
  - At the onset of snow or ice, tables and chairs must be taken into the restaurant building and stored there until all snow and ice in the outdoor dining area is removed,
  - Snow and ice accumulation in building entryways must be pushed to the face of the building for removal by the Parks Department, and
  - Snow and ice accumulation within the outdoor dining area must be pushed to the street gutter for removal by the Parks Department.

The Parks Department assures that sidewalks and Fayetteville Street Garden Zone areas are passable by 8:00 a.m.

### Pushcarts - Outdoor Merchandise Sales - Street Furniture & Accessories

The owner of the associated business is required to:

- Keep the area free of ice or snow:
  - At the onset of snow or ice, equipment, materials, and other objects associated with the permitted activity must be removed by the permit holder and not placed back until all snow and ice in the activity area is removed, and
  - Snow and ice accumulation within the activity area must be pushed to the street gutter for removal by the Parks Division.

The Parks Department assures that sidewalks and Fayetteville Street Garden Zone areas are passable by 8:00 a.m.

*(continued)*

**A-Frame Signs**

The owner of the associated business is required to maintain the sign in an upright position.

**Fayetteville Street Maintenance Standards**

- Further specifications are provided in the City of Raleigh manual *Fayetteville Street Renaissance Phase I Maintenance Partnership, Programs and Policies*.
- Trees will be pruned for health of tree and for safe passage of vehicles and pedestrians, and not for accommodating signs, awnings, etc. The City Urban Forester must be contacted before any tree pruning is done (contact 872-4115).

# Appendix 5. Sample Indemnity Agreement

## CITY OF RALEIGH

### INDEMNITY AGREEMENT FOR \_\_\_\_\_

WHEREAS, the undersigned has requested to use property or facilities belonging to or under the auspices of the City of Raleigh, North Carolina, for the placement of street vending/ pushcarts, and to engage in activities for the exclusive benefit of the undersigned and

WHEREAS, the undersigned agrees to do so at his or her own risk and recognizing the possible and inherent danger to his or her person or property and the person and property of others resulting therefrom; and

WHEREAS, the City of Raleigh does not wish to be liable for any damages arising from personal injury or property damage sustained thereby.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the undersigned does hereby for himself, his heirs, executor, employers, successors or administrators, and personal representatives:

- A. Assume full responsibility for any personal injury or any damage to his or her personal property which may occur, directly or indirectly, while in, on, or about any City of Raleigh premises or parts thereof;
- B. Fully and forever release and discharge the City of Raleigh, its agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of the undersigned being in, on, or about any such City of Raleigh property, or at any or all of the premises or places aforesaid;
- C. Indemnify and hold harmless the City of Raleigh, its agents and employees, for any act or conduct of the undersigned of whatever kind or nature whatsoever, while in, on, or about any such City of Raleigh property, or at any or all of the premises and places aforesaid;
- D. Agree to defend and to pay any attorneys' fees as a result of any action brought by or against the City of Raleigh, its agents and employees, for any acts or conduct of the undersigned of whatever kind or nature whatsoever, while in, on, or about any such City of Raleigh property, or at any or all of the premises aforesaid.
- E. Agree that it is the intent of the undersigned that this Release and Indemnity Agreement shall be in full force and effect any time after the Execution hereof.

Corporation \_\_\_\_\_ LLC \_\_\_\_\_  
 Name/ Title Name/ General Partner/ Manager

\_\_\_\_\_  
 Signature Dated at Raleigh, N.C. this

\_\_\_\_\_  
 Signature \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, and Zip Code 20\_\_ at \_\_\_\_\_ o'clock

\_\_\_\_\_  
 Telephone Number Witness Signature

APPROVED AS TO FORM:  
 RALEIGH CITY ATTORNEY

BY: \_\_\_\_\_



## Appendix 6. Façade Rehabilitation Grant Program

### OVERVIEW

**The City of Raleigh offers financial assistance to improve the appearance of buildings.** The City's Façade Grant Program helps businesses and property owners in downtown and in older commercial areas upgrade and improve their building's exterior appearance. Since the program's inception in the early 1980s, it has assisted in the rehabilitation of more than 100 buildings, increasing their attractiveness to new customers and contributing a positive influence toward revitalization of their respective areas.

### GOALS

- To promote façade rehabilitation of commercial and mixed-use buildings in the downtown area, commercial areas adjacent to the downtown, and older pedestrian business districts.
- To preserve special characteristics of these areas by helping owners make quality building improvements that foster a sense of place and overall consistent image for an area.
- To compliment other revitalization efforts, such as sidewalk and landscaping improvements.
- To promote an attractive environment for new investment and business activity.

### FAÇADE REHABILITATION GRANTS

Grant rebates for a portion of exterior rehabilitation costs are available on a first-come, first-served basis for buildings located in the downtown or in one of the Pedestrian Business Overlay Districts for which streetscape guidelines have developed. (Routine maintenance, as opposed to highly visible improvements, is not eligible for grant funding.) Funds are available once per address every ten years.

### ELIGIBLE IMPROVEMENTS

- The removal of false fronts (such as aluminum panels)
- Repair or replacement of windows, doors, and cornices
- Repair or replacement of façade materials
- New, more appropriate signage
- New awnings
- Exterior lighting
- Exterior painting (when part of a larger rehab effort)



*Before*



*After*

## GRANT TYPES AND AMOUNTS

### 1) DOWNTOWN CORE FAÇADE REHABILITATION GRANTS

Grant rebates of up to \$10,000 or 50 percent of exterior rehabilitation costs (whichever is less) are available for projects located on the following downtown streets:

- Fayetteville Street
- South Salisbury Street
- South Wilmington Street
- The east and west 000 blocks of Hargett Street, Martin Street, and Davie Street

In order to qualify for these grants, projects requesting these grants must comply with the design guidelines of the *Raleigh Urban Design Handbook*. These are special one-time grants available on a first-come, first-served basis until June 30, 2008.

### 2) DOWNTOWN AND PEDESTRIAN BUSINESS OVERLAY DISTRICT FAÇADE GRANTS

Grant rebates of up to \$5,000 or 50 percent of exterior rehabilitation costs (whichever is less) are available for buildings in other areas of Downtown or in one of the Pedestrian Business Overlay Districts for which streetscape guidelines have developed (such as Glenwood South). Review and approval of proposed rehabilitation projects are based upon the design guidelines or streetscape plans for the area in which the project is located.

## DESIGN ASSISTANCE

At no cost to program participants, concept drawings, and design suggestions can be prepared by an architectural consultant showing ideas for exterior improvements. These improvement suggestions are tailored to be relatively quick and inexpensive to implement, yet they can dramatically upgrade the appearance of the building. This assistance is dependent on the use of a façade grant.

## PROGRAM ELIGIBILITY

Property owners or business tenants in the Downtown or one of the Pedestrian Business Overlay Districts may apply. Tenant applications must have the building owner's written approval. All applications must be submitted for approval prior to the beginning of construction.

All rehabilitation work must comply with all applicable City codes, ordinances, and policies, including but limited to building code requirements, local ordinances (including historic district guidelines, where applicable), and established design standards for the designated area.

Work must fully follow plans and renderings as approved by the City of Raleigh Planning Department. Renovations must be completed within twelve months of the date of project approval and an agreement to maintain the façade for a period of ten years must be signed by the applicant. Once work is completed and reviewed, the applicant must submit proof of payment for rehabilitation (usually in the form of paid invoices) in order for the City to provide reimbursement.

### FOR MORE INFORMATION CONTACT

Downtown Opportunities Coordinator  
 Raleigh Urban Design Center  
 133 Fayetteville Street Mall, Suite 100  
 Raleigh, NC 27601  
 919-807-8482

## ACKNOWLEDGEMENTS

### **RALEIGH CITY COUNCIL — 2007**

Charles Meeker, Mayor  
James West, Mayor Pro Tem  
Tommy Craven  
Thomas Crowder  
Philip Isley  
Joyce Kekas  
Russ Stephenson  
Jessie Taliaferro

### **CITY ADMINISTRATION**

J. Russell Allen, City Manager  
Daniel Howe, Assistant City Manager  
Thomas McCormick, City Attorney  
Larry Strickland, Inspections Director  
Mitchell Silver, Planning Director  
Kenneth Bowers, Deputy Planning Director  
Daniel Douglas, Planning Manager

### **COLLABORATING DEPARTMENTS**

City Attorney  
City Planning & Urban Design  
Finance  
Inspections  
Parks and Recreation  
Police  
Public Utilities  
Public Works

### **COLLABORATING AGENCY**

Downtown Raleigh Alliance

### **HANDBOOK PRODUCTION**

Dhanya Sandeep, Planner  
Douglass Hill, Planner  
Frank Holyfield, Graphic Designer  
Javier Oseguera, Graphic Designer

