

Town of Swansboro



Event Application Packet



sm

Town of Swansboro

Friendly City by the Sea • Established 1783

www.swansboro-nc.org

APPLICATION MUST BE SUBMITTED A MINIMUM OF 45 DAYS PRIOR TO EVENT

FESTIVAL/EVENT _____ FESTIVAL/EVENT DATE(s) _____

Location(s) _____ Time(s) _____

NAME OF APPLICANT _____ PHONE# _____

MAILING ADDRESS _____ CITY, STATE, ZIP: _____

EMAIL _____ WEBSITE: _____

Will there be a fee to attend or participate; tickets sold: YES / NO (If yes, please attach a fee schedule)

Will Town services be needed: YES / NO Will alcohol be served: YES / NO

Please indicate the type of assistance needed (i.e- Trash receptacles, street closure(s), barricades, etc.):

Describe security proposal for the event: _____

If security arrangements are deemed inadequate by the Police Chief, the applicant shall be required to employ law enforcement officers through the Swansboro Police Department.

If the use of a Town Facility is requested, please CIRCLE which facilities are requested:

TOWN HALL RECREATION CENTER PARK: _____ OTHER: _____

SIGNATURE OF APPLICANT _____ DATE _____

* Please provide a map showing the festival/event area * Attach event flyer, if applicable

OFFICE USE ONLY

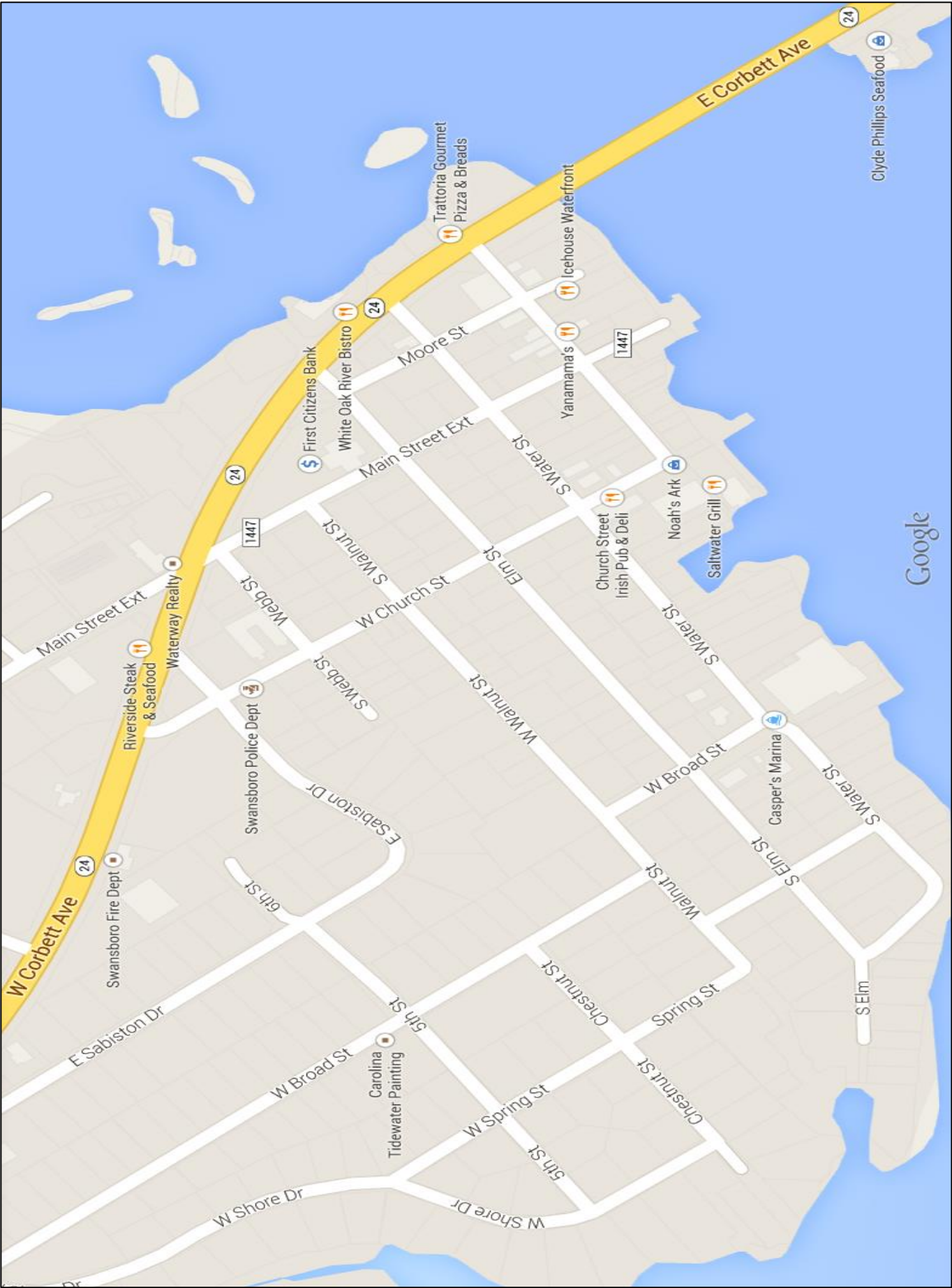
BOC approval needed? Yes No

Meeting Date for presentation: _____

Approved on: _____

Town of Swansboro Authorized Signature: _____

SAMPLE MAP:



	POLICE DEPT.	TOWN ADMIN	WATER/ SEWER	PUBLIC WORKS/ MAINTEN- ANCE	FIRE DEPT.	CODE ENFORCE- MENT
INSURANCE BINDER						
DETAILED EVENT MAP ATTACHED WITH UTILITY POLE LOCATIONS						
PRIVATE PROPERTY ISSUES						
TRAFFIC ISSUES Street closed? Water Street marked off one side no parking from 24 to Casper's? Handicap Parking?						
Cooking apparatus identified (grills, fryers, etc.)?						
FIRST AID STATION -MANNED						
FIRE EXTINGUISHERS PRESENT- Required where any fuel-fired cooking appliance is used						
GRAY WATER DUMP						
PORT A JONS # LOCATIONS						
Trash Pick-up / extra containers and dumpsters						
OTHER						

TOWN OF SWANSBORO CODE ENFORCEMENT DEPARTMENT
601 W. CORBETT AVE.
SWANSBORO, NC 28584
PHONE: 910-326-4428 FAX: 910-326-3101

COMMUNITY EVENT BANNER APPLICATION

DATE: _____ PERMIT#: _____
APPLICANT/ORGANIZATION NAME: _____
CONTACT PERSON: _____ PHONE: _____
MAILING ADDRESS: _____
PROPERTY LOCATION(S): _____
DIMENSIONS OF BANNER/PENNANT/FLAG(S): _____
DESCRIPTION OF MESSAGE: _____
ESTIMATED COST OF BANNER/PENNANT/FLAG(S): _____
OF DAYS DISPLAYED: _____ DATE TO BE TAKEN DOWN: _____

PER ARTICLE 152.269(H) OF THE UNIFIED DEVELOPMENT ORDINANCE, TEMPORARY BANNER AND POST-MOUNTED SIGNS FOR TOWN-APPROVED FESTIVALS AND FOR EVENTS SPONSORED BY NON-PROFIT ORGANIZATIONS SUCH AS CIVIC GROUPS, CHURCH ORGANIZATIONS, SCHOOLS, AND GOVERNMENT AGENCIES, PROVIDED THAT THEY ARE LOCATED IN BUSINESS, OFFICE AND INSTITUTIONAL, OR GOVERNMENT ZONING DISTRICTS NC 24 OR MAJOR THOROUGHFARES AND THE FOLLOWING CONDITIONS ARE MET:

- 1) DEVICES (SIGNS AND BANNERS) ARE NOT INSTALLED MORE THAN FOURTEEN (14) DAYS PRIOR TO EVENT AND ARE REMOVED WITHIN TWO (2) DAYS OF EVENT'S END.
- 2) NO MORE THAN EIGHT (8) DEVICES ARE ALLOWED FOR THE SAME EVENT AT ONE TIME.
- 3) DEVICES ARE NOT PLACED IN RIGHTS-OF-WAYS AND ARE PLACED ONLY WITH THE PERMISSION OF THE PROPERTY OWNERS.
- 4) UNSAFE CONDITIONS ARE NOT CREATED, AND DEVICES ARE NOT PLACED IN UNSAFE LOCATIONS.
- 5) SIGNS AND BANNERS ARE NOT DISPLAYED ABOVE A HIGHWAY WITHOUT TOWN AND NCDOT APPROVAL IN WRITING.
- 6) SIGNS AND BANNERS ARE NOT PLACED WITHIN THE HISTORIC DISTRICT UNLESS ALONG HIGHWAY 24.
- 7) THE MAXIMUM SIZE FOR EACH SIGN OR BANNER IS 32 SQUARE FEET. THE MAXIMUM HEIGHT SHALL NOT EXCEED SIX FEET.
- 8) PORTABLE SIGNS, INCLUDING TRAILER OR VEHICLE-MOUNTED SIGNS, ARE PROHIBITED EXCEPT DIRECTIONAL OR PUBLIC INFORMATION SIGNS PLACED BY THE TOWN OR THE North Carolina DEPARTMENT OF TRANSPORTATION.

ORGANIZATION REPRESENTATIVES MAY, AFTER APPROPRIATE TRAINING AND ORIENTATION BY THE TOWN STAFF REGARDING THE ORDINANCE REQUIREMENTS, BE LICENSED TO INSTALL THE TYPES OF TEMPORARY SIGNS AND BANNERS ALLOWED IN THIS SUBSECTION WITHOUT OBTAINING INDIVIDUAL PERMITS. SUCH LICENSES MAY BE WITHDRAWN IF SIGNS OR BANNERS ARE INSTALLED IN VIOLATION OF THE ORDINANCE REQUIREMENTS BY THE LICENSEE OR THE ORGANIZATION THAT THEY REPRESENT. LICENSEES MAY BE REQUIRED TO INCLUDE IDENTIFICATION AND CONTACT INFORMATION ON SIGNS OR BANNERS THAT THEY INSTALL.

****TOWN USE ONLY****

APPROVED BY: _____ DATE: _____

**IF THERE WILL BE A TENT ERECTED FOR YOUR EVENT, PLEASE COMPLETE THE FOLLOWING
BUILDING PERMIT APPLICATION. Type pf Permit, circle Other and write out TENT**

RESIDENTIAL/COMMERCIAL

TOWN OF SWANSBORO

Permit # _____

601 W. CORBETT AVENUE

SWANSBORO, NC 28584

(910) 326-4428 (910)326-3101 fax

BUILDING PERMIT APPLICATION

PROJECT ADDRESS (Physical Job Location):

Owner's Name:	Phone:
Address:	Mobile:
City/State/Zip:	Email:

CONTRACTOR INFORMATION: (If Home Owner is performing work, write "self")

NAME OF BUSINESS:	Phone#:
Address:	Phone #:
Project Contact Name:	Phone #:

TYPE OF PERMIT (Circle applicable area):

Building.....Demolition.....Moving.....Accessory Bldg.....Manufactured Home.....Modular Home.....Construction Trailer.....

Swimming Pool.....Electrical.....Mechanical.....Plumbing.....Sprinkle Bldg Sys.....Exhaust Hoods.....Other _____

Class of work(Circle one):

New.....Addition.....Repair.....Renovation.....Demolition

Other _____

Structure Classification (Circle one):

Single Family.....Multi Family.....Industrial.....Commercial.....

Other _____

Building:

Total Sq. Ft. _____, # of Stories _____, Stories Below Ground _____, Above Ground _____; Sq. Ft. per Floor _____/_____/_____;

Building Height _____, # of Bedrooms _____, Present Property Use _____, Proposed Use: _____

All new construction requires a copy of the survey showing the following:

- The building location or use in respect to the adjacent right of ways.**
- The location shape and dimensions of all buildings (existing or proposed) on said lot.**
- The location and dimensions of off-street parking spaces and means of access to such spaces.**

Note: Two Complete sets of building plans and plot plans with setbacks, Floodway Zone and flood fringe zone shown indicating base flood elevation. If site is located within Zone AE, show location of FEMA floodway and flood hazard area. One set of plans will be returned to the applicant and one set of plans will remain in the Code Enforcement Department. No reverse image plans allowed.

An "As Built" survey is required following the foundation wall inspection. PROCEED AT YOUR OWN RISK UNTIL SETBACK

VERIFICATION IS GIVEN.(Please note that the zoning setbacks and property use will be reviewed to the provisions of the UDO of the Town of Swansboro. There may be private covenants governing the use of the subject property, which may be more or less restrictive than the UDO. Nothing contained in this permit may be construed so as to allow the holder hereof to build upon or otherwise use the subject property in any manner contrary to such covenants.)

Sidewalks are required for most permits issued. A waiver of the requirement may be granted by the Town Manager, however if a waiver is granted, the applicant must submit a payment in lieu of sidewalk construction, per approved schedule of fees. Sidewalks must be installed or a waiver approved prior to the issuance of a Certificate of Occupancy where required.

DESCRIPTION OF WORK: _____

Utilities: (Circle which applies)

Private Well.....Water /Sewer Connection..... Septic Tank

Health Dept Construction Authorization Permit #:

(Copy of Permit required)

Power Company and Premise/Acct#:

NOTE: A copy of the Health Dept. Operation Permit is also required prior to Certificate of Occupancy. All building shall have approved address #'s on the buildings.

Any Federal and State Agencies permits when applicable, plans that require approval from the NC Dept. of Insurance, NC Dept. of Labor, Corp. Of Engineers, CAMA, or other agencies, **must have approval prior to being submitted to the Town Of Swansboro**. A copy of the approval from the specific agency must be submitted with the plans.

GENERAL Contractor:		Phone #:
Address:		Phone #:
License #:	License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____	
JOB COST (Contractor cost plus labor less land):		
ELECTRICAL Contractor:		Phone #:
Address:		Phone #:
License #:	License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____	
JOB COST (Contractor cost plus labor less land):		
MECHANICAL Contractor:		Phone #:
Address:		Phone #:
License #:	License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____	
JOB COST (Contractor cost plus labor less land):		
PLUMBING Contractor:		Phone #:
Address:		Phone #:
License #:	License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____	
JOB COST (Contractor cost plus labor less land):		
CONTRACTOR (Other)		Phone #:
Address:		Phone #:
License #:	License Class: _____ Commercial _____ Limited _____ Unlimited _____ Inter _____ Owner _____	
JOB COST (Contractor cost plus labor less land):		

I certify that all of the above information is true and accurate to the best of my knowledge and that all work will comply with state and local codes, laws, and ordinance. The Code Enforcement Department will be notified of any changes to the approved plans prior to the change being done. Any inspections that fail or are not ready when the inspector arrives at the job site will require a re-inspection fee. The re-inspection fee of \$60/trip must be paid prior to the re-inspection being scheduled. If applicable, sidewalks or payment in lieu of, in accordance with Town Code 152.356, must be installed/paid before certificate of occupancy is issued.

Owner/Agent: _____ **Date:** _____

****Code Enforcement Department Use Only****			
Construction Type: Type I[A] [B]; Type II [A] [B]; Type III [A] [B]; Type IV [A] [B]; Type V [A] [B]			
Use & Occupancy: A1, A2, A3, A4, A5, B, E, F1, F2, H1, H2, H3, H4, H5, I1, I2, I3, I4, M, R1, R2, R3, R4, S1, S2, U			
Zoning District _____	Zoning Use _____	Parking Requirement _____	Sidewalks _____
Historic _____	Floodway _____	Flood Zone _____	Verification Bldg Height _____
CAMA _____		Wetlands _____	

Verification signature of all contractors' license _____

Plans Reviewed by: _____ **Date:** _____

SECONDARY/OFF DUTY AND EXTRA DUTY EMPLOYMENT

SPD POLICY

DATE OF ISSUE:

EFFECTIVE DATE:

RESCINDS: ALL PREVIOUS POLICY

1. Definitions

Secondary Employment: The provision of a service by Department employees for an employer other than the Town of Swansboro in exchange for a fee or other service.

Extra Duty Employment: Any extra duty assignment that is from a temporary employer conditioned on the actual or potential use of law enforcement authority by a sworn employee. Includes assignments such as security, traffic control, crowd control or a general police presence.

Work Day: A work day is considered the amount of on-duty and secondary/extra duty work conducted in any 24 hour period.

2. Secondary Employment

- a. Secondary employment is a privilege and not a right. While reasonable efforts will be made to accommodate such employment, the Public Safety Chief and/or Town Manager may prohibit any and all Department personnel from working in a secondary employment capacity. Secondary employment must not conflict with the employee's hours of municipal employment or with the satisfactory and impartial performance of municipal duties. Secondary employment shall not interfere, conflict with, or bring discredit to the Town of Swansboro.
- b. All Department personnel that desire to engage in secondary employment must submit a written request for each new or amended employment activity for approval through the chain of command. All written requests will expire on December 31st of the year submitted and personnel will be required to complete a new request prior to January 10th of the New Year.
- c. All approved requests will be maintained in the employee's personnel file by the Human Resources Director.
 - i. All employees must have prior approval before they begin secondary employment.
 - ii. It is the employee's responsibility to keep the Department current and updated with all relevant secondary employment information or any time an employer is added, anytime there is a change in job tasks, hours or location. This information shall be submitted in writing to the Public Safety Chief.
 - iii. Excessive use of sick time, compensatory time, or vacation leave by an employee may result in the revocation or refusal of a request for secondary employment.
 - iv. If the secondary employment may physically or mentally exhaust the employee to the point their performance is effected, permission will be denied.
 - v. If an employee's work performance is found to be below acceptable standards, the employee's approval to engage in secondary employment may be denied or revoked.
 - vi. Personnel that engage in secondary employment after being denied will be subject to disciplinary action.
 - vii. If an employee disagrees with the reason for denial to work secondary employment, the employee may discuss the matter with the Public Safety Chief. If still dissatisfied the

employee may discuss the matter with Human Resource Director and or Town Manager.

- d. This policy supports Article V “Conditions of Employment; Section 3 – Outside Employment” of the Town of Swansboro Personnel Policy. Employees will adhere to the requirements of both policies.

3. Extra Duty Employment

Members of the Department while working extra-duty assignments, will conduct themselves according to established policies and procedures of the Swansboro Public Safety Department. At no time shall a member of the Department observe the policies and procedures of the temporary employer that may conflict with the policies and procedures of the Public Safety Department or the Town of Swansboro. Sworn members of the Department are accountable for their actions in the same manner they would be for their regular work assignments.

Requests for extra-duty assignments must be submitted to the Department by the temporary employer no later than seventy-two (72) hours prior to the event. The Deputy Police Chief will ensure the request for extra-duty do not conflict with this policy. It will be the responsibility of the Deputy Chief to advertise these extra-duty requests with the entire Department via e-mail, and during roll call, or division meetings. Assignments will be based upon Departmental needs and assigned in a fair and equitable manner. Conditions and responsibilities of extra-duty employment are established as follows:

- a. Members of the Department are required to wear the Police Department uniform of the day and equipment while engaging in extra-duty employment. However at the request of the employer, the officer may work in plain clothes. This request must be approved by the Public Safety Chief or his designee. An Employee may also use their assigned police vehicle in the event they should be recalled to duty or make an arrest requiring the transport of a prisoner. On-duty officers may assist in transporting prisoners where the safety of the officer and prisoner is concerned.
- b. Each employee is responsible for completing all reports and paperwork arising as a result of action taken while employed in an extra-duty capacity. This includes but is not limited to incident reports, supplemental reports, and intradepartmental administrative reports. The overtime cost that is incurred while completing paperwork and arrests is the responsibility of the temporary employer.
- c. Employees reporting for an extra-duty assignment are responsible for contacting the Communications Center and the on-duty employees by radio advising them they are en-route to an extra-duty assignment along with the location and duration of the assignment. While on an extra-duty assignment the employee must monitor the primary radio channel in the event they are summoned by supervisory direction to respond to a serious crime in progress.
- d. Any persons or businesses requesting extra-duty employees shall enter into a contract with the Town of Swansboro for said services and will promptly make payment for those services to the Town of Swansboro Finance Department. Employees will not accept direct compensation for services rendered from the temporary employer. Employees who have been injured in an extra-duty assignment while engaged in official law enforcement duties will be compensated under Workers Compensation.
- e. Employees who have volunteered for an extra-duty assignment must fulfill that obligation or find a suitable replacement. Employees who fail to report for duty at an extra-duty assignment will be subject to disciplinary action.

4. Guidelines for Secondary and Extra-duty Employment

The following provisions apply to both secondary and extra-duty employment. Employees of the Department shall not engage in:

- a. Any secondary and/or extra duty employment while on sick leave or Workers' Compensation, or in a light duty capacity.
 - b. Extra-duty employment while on suspension for disciplinary reasons or on a leave of absence.
 - c. Employment that requires an employee to work a total of on-duty and secondary/extra-duty work amounting to more than sixteen (16) hours during a work day or more than seventy-six (76) hours in a work week. This does not apply to an employee while on vacation.
 - d. Secondary or extra-duty employment involving:
 1. Serving or selling alcoholic beverages for on premise consumption; unless the event is an extra-duty assignment sanctioned by the Town of Swansboro and approved by the Chief of Public Safety;
 2. Work as bouncers, doormen, dancers, or cashiers at nightclubs or bars;
 3. Work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, security guard services, or taxi cab companies;
 4. Towing services, service stations or auto body shops that contract services with the Town;
 5. Work or have an open association with convicted or known criminals;
 6. Any other employer that may have the potential to have a conflict of interest and/or reflect unfavorably on the employee or Department.
 - e. Probationary employees may engage in extra-duty employment upon completion of their Field Training Program.
 - f. Employees will not take leave from regularly scheduled duty hours to work extra-duty or secondary employment.
 - g. The amount of compensation received from extra-duty employment will be determined by the Chief of Public Safety who will be responsible for setting the rate for services.
 - h. Employees shall never conduct secondary or extra-duty employment while on duty with the Public Safety Department. Nor shall an employee receive compensation from sources other than the Town for activities conducted while on duty with the Public Safety Department.
 - i. No employee, while on duty, shall solicit any person or business for the purpose of gaining extra-duty employment.
 - j. Employees engaged in secondary or extra-duty employment are subject to recall in case of an emergency and will report as directed. At no time shall an employee fail to report during a legitimate recall or assignment because of secondary or extra-duty employment;
 - k. If secondary employment, including self-employment, previously approved by the Public Safety Chief, later appears to result in a conflict of interest or is infringing upon the employee's ability to perform his duties for the Town then said approval may be revoked.
5. Compliance
- Failure to comply with this policy shall result in disciplinary action as determined by the Public Safety Chief up to and including dismissal.

**MEMORANDUM OF UNDERSTANDING
FOR
SPECIAL DETAIL/EXTRA-DUTY POLICE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, entered into this ____ day of _____, by the first part, _____, hereinafter referred to as Temporary Employer and the Town of Swansboro, party of the second part, hereinafter referred to as the Town:

WITNESSETH:

That, in consideration of special detail (extra-duty) police services to be performed by sworn members of the Swansboro Police Department as facilitated by the Town as set forth below, it is hereby agreed by Temporary Employer that it will well and faithfully comply with the terms and conditions herein:

1. It is understood and agreed the Town will coordinate the availability of uniformed or plainclothes police officers seeking extra-duty employment, solely at the option of such officer, for Temporary Employer for purposes of maintenance of law and order at the immediate vicinity of the Temporary Employer

Employer's premises located at: _____

On the following date and time: _____

The following number of extra-duty police officers:

_____ Police Officers @	\$	_____ 25.50	hour
_____ Police Supervisors @	\$	_____ 35.25	hour

For the following police function: **Security/Traffic Control**

2. It is specifically understood and agreed by the Temporary Employer, as such Temporary Employer separate and independent from the Town, that the functions of such officers shall be confined to those normally performed by a police officer in the line of duty. Such officers shall be subject to all rules and regulations of the Swansboro Police Department in the employ of Temporary Employer.
3. The Temporary Employer agrees to pay for the special detail services of each officer at the hourly rate above based on the rank of the officer employed (minimum of three hours), and payment shall be promptly made to the Town of Swansboro Finance Department for the benefit of said officers upon receipt of billing from the Town. The Town shall ensure that appropriate taxes are withheld in directing payment to officers so employed.
4. It is specifically understood that this Memorandum of Understanding is subject to final approval by the Public Safety Chief or his designee for the Police Department after consideration of the nature of the service requested and the availability of manpower required for said temporary employment. The Town will promptly notify the Temporary Employer of such decision.
5. Following acceptance, either the Temporary Employer or Town may cancel this Memorandum of Understanding upon twenty-four (24) hours notice to the other. Further, the Town reserves the right to cancel this Memorandum of Understanding on less notice in the event of manpower deficiency due to unscheduled demands made of public safety resources. In the event the officer(s) does not appear as scheduled, it is understood that the Town assumes no liability therefore.

THE TERMS OF THIS MEMORANDUM OF UNDERSTANDING shall remain in effect until Month/Day/Year unless rescinded by either party giving notice to the other, such terms to apply to each request for special detail police services.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed by their proper officials and duly attested and prepared this _____ of _____

By: _____
Public Safety Chief

Temporary Employer