



## Charlotte Department of Transportation Decorative Signs & Posts/Residential Streets

The Charlotte Department of Transportation (CDOT) installs standard channel posts in the public right-of-way for the mounting of signs. CDOT will allow the installation of decorative signs and posts by neighborhood associations on a case-by-case basis provided that their installation does not result in an adverse impact to the public safety or future roadway construction projects and that there is no cost to the City for installation or maintenance. It should be noted that this policy and the requirements listed below are only applicable on City maintained streets. Contact the North Carolina Department of Transportation (NCDOT) at 704.596.6900 for decorative signpost requests on state maintained roads.

All requests for decorative sign and/or post installations in the public right-of-way must meet the following installation/ maintenance and submittal requirements.

- Signposts must be designed to be “breakaway”. Generally hollow aluminum posts with minimal support underground will meet this criterion.
- A detail/specification sheet of the proposed signpost(s) and locations must be submitted.
- All signs (regulatory and warning) should be in conformance with the *Manual on Uniform Traffic Control Devices* (MUTCD), US Department of Transportation/Federal Highway Administration, with respect to color, size, and shape. Note: Street name sign lettering is white on green background in conformance with the *Charlotte Land Development Standards Manual* (CLDSM).
- Neighborhood Association is responsible for providing, installing and maintaining all signs and decorative signposts under this agreement. All MUTCD signs are to be of high intensity, retro-reflective sheeting.
- Signposts must be of sufficient height to mount the sign in conformance with MUTCD requirements. Most typical installations require a vertical clearance of 7 feet from the bottom edge of the sign to the ground surface. Overhead signs must conform to all required standards.
- Signposts at intersections must be installed in locations as provided in the CLDSM (Std. 50.06). <http://charmeck.org/city/charlotte/epm/Services/LandDevelopment/StandardsManual/Pages/default.aspx>
- CDOT must approve the color of signposts and any requested sign mounting/trim. CDOT reserves the right to approve or disapprove any sign design.
- No additional sign may be placed with a stop sign. Exception: an All Way plate at an all-way stop intersection.
- Signs attached to a backboard or framed with decorative trim cannot alter the sign size, shape, or visibility.
- CDOT reserves the right to install temporary replacement signs using standard sign post mounting when decorative sign posts and signs are damaged. Contact CDOT for removal of temporary sign posts when replacement can be reinstalled.
- CDOT will not handle, store or be responsible for any decorative sign, post or topper installed under this agreement. Routine maintenance/replacement of damaged signs and posts and any sign mounting backboard/trim is the responsibility of the Neighborhood Association and must be repaired within 4 weeks of reporting to the Neighborhood Association.
- Reflectivity must be maintained at all times for signs under this agreement. **Routine replacement of signs within ten years of installation is required.**
- Enter into an agreement with the City covering hold harmless provisions.

All requests for neighborhood decorative signpost installations are to be submitted to CDOT's Public Service Division, 600 E. 4<sup>th</sup> Street, Charlotte, NC 28202-2858

**Any** work within the public right-of-way that requires closure of the sidewalk or travel lanes during installation of the decorative signposts requires a right-of-way use permit. A permit will not be required for installations on residential (non-thoroughfare) streets; however, the contractor is responsible for ensuring that all closures are in conformance with Charlotte's *Work Area Traffic Control Handbook* (WATCH). For installations that require sidewalk or travel lane closures on thoroughfares, a permit must be obtained from CDOT (704.432.1562) prior to the beginning of work.

## Charlotte Department of Transportation Decorative Signpost Installation Agreement

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Charlotte, North Carolina, (hereinafter "City"), and \_\_\_\_\_ (HOA), party of the second part,

### WITNESSETH:

THAT WHEREAS, the party of the second part desires to encroach on the right-of-way of the public road(s) designated as \_\_\_\_\_ for the purposes of constructing or erecting decorative signposts within the said right-of-way as more particularly shown on the diagram attached hereto and incorporated herein.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the City, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right-of-way as indicated, subject to the conditions of this agreement.

NOW, THEREFORE, IT IS AGREED that the City hereby grants to the (HOA) \_\_\_\_\_, party of the second part, its successors, and assigns, the right and privilege to make this encroachment, upon the following conditions, to wit:

1. That the said party of the second part binds and obligates itself, its successors and assigns to erect and maintain the encroaching decorative signposts in such reasonably safe and proper condition including aesthetic appearance and if at any time the City shall require the removal of or changes in the location of the said items, that the said party of the second part binds itself, its successors and assigns, to promptly remove or alter the said items, in order to conform to the said requirement, without any cost to the City;
2. That the said party of the second part agrees to comply with the provisions of CDOT's *Work Area Traffic Control Handbook* (WATCH) should any roadway or walkway, or portion thereof, need to be blocked or closed during construction. Further, the party of the second part agrees to provide advance notification to, and obtain a Right-of-Way Use Permit from CDOT for any such roadway or walkway closure on a thoroughfare in accordance with following:

Travel lane(s) and/or sidewalk(s) – 5 working days (minimum)  
Street Closure – 10 working days (minimum)

3. That the party of the second part, its successors and assigns agree to indemnify and hold harmless the City, its officers and employees, from and against all damage, including injury to

persons or damages to property, expenses or other liability which may result from, arise out of, or be brought by reason of the encroachment;

4. That the party of the second part, its successors and assigns, further agrees to defend any lawsuits which may be brought against the City, its officers and employees by reason of the operation of the above-mentioned encroachment and pay any claims or judgments resulting from or preceding such lawsuits. Such agreement as to indemnification and defense shall be construed to the end that the City, its officers and employees, will suffer no liability or expense because of such claims or legal actions.
  
5. That the party of the second part waives any and all claims for damages or other relief which it may now or hereafter have against the City for interference with or damage to its facilities located within the City rights-of-way arising out of negligent act or omission.

CITY:

\_\_\_\_\_  
Charlotte Department of Transportation

Neighborhood: \_\_\_\_\_

Name: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_