

# DECORATIVE SIGNS

Decorative signs and monuments help define the boundaries of your neighborhood, promote your area, and develop a greater sense of place among neighbors. Signs add character to an area and represent a proud, engaged community. Decorative signs and monuments must meet eligibility requirements, follow the application process, and adhere to the following guidelines.

## ELIGIBILITY

- Decorative signs and monuments located on private property require written permission from the property owner
- Decorative signs and monuments located within the public right-of-way are subject to Charlotte Department of Transportation (CDOT) review; CDOT reserves the right to deny proposed locations due to safety considerations



*Villa Heights Freestanding Signage*

## APPLICATION PROCESS

|    |                  |                                                                                                                                                                                                   |
|----|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>Applicant</b> | Determine your community's boundaries (the City does not determine neighborhood boundaries). Be sure to review community bylaws, area plans, and City plans (if available).                       |
| 2. | <b>Applicant</b> | Determine proposed locations of decorative signs and/or monuments. Print a map of your neighborhood and mark proposed locations. Decorative signs on top of street signs do not require a permit. |
| 3. | <b>Zoning</b>    | Provides applicant with decision on whether proposed decorative signs/monuments comply with the City's Zoning Ordinance.                                                                          |

4.

**Applicant**

If seeking to fund the project through the NMG program, complete the [NMG application](#).

- NMG applications are accepted March 1st, June 1st and September 1st, eligibility and other criteria apply.
- For more information contact Housing & Neighborhood Service's (HNS) Jackie Clare, [Jackie.Clare@charlottenc.gov](mailto:Jackie.Clare@charlottenc.gov) or (704) 336-2929.

5.

**Applicant**

If signs will be located on private property, secure a letter of permission from the property owner.

If signs will be located in the public right-of-way, submit a sketch of the proposed design, the map, and a Decorative Signage Agreement to Angela Berry with CDOT: [Angela.Berry@charlottenc.gov](mailto:Angela.Berry@charlottenc.gov) or (704) 363-4271.

If applying for a monument, also submit detailed plans including elevation drawings, 15 sets of the drawing package, and an Encroachment Agreement to Krystal Bright with CDOT: [Anthony.Mendez@charlottenc.gov](mailto:Anthony.Mendez@charlottenc.gov) or (704) 336-4971.

6.

**Applicant**

Notify all business owners, property owners, and neighboring community organizations near the proposed locations. Provide a map with the proposed locations marked, a sketch of designs, and contact information and a deadline to reject proposed sign locations. Decorative signs and monuments are not permitted in contested locations.

7.

**CDOT**

Provides applicant with a decision on whether Decorative Signage Agreement and/or Encroachment Agreement has been approved.

8.

**Applicant**

Provide CDOT with an executed Decorative Signage Agreement. If installing a monument, also provide an executed Encroachment Agreement and a Certificate of Insurance from applying organization listing the City of Charlotte as an additional insured party (for \$1,000,000 in liability).

Proceed with installation.

**CONSIDERATIONS**

- Angela Berry can advise on the technical aspects of installing sign toppers. She can also connect neighborhoods with local sign shops.
- Krystal Bright can help determine whether a monument is potentially hazardous – such monuments require an Encroachment Agreement.
- Schedule 8-12 weeks for agreements and approvals before you wish to purchase and install signs.



Ravenwood Street Signage



Seversville Monument Signage



Cherry Neighborhood Signage

**FUNDING OPPORTUNITY**

Neighborhood organizations may apply for funding for Decorative Signs and Monuments and other projects as part of the Neighborhood Matching Grants (NMG) program (eligibility and other criteria apply). NMG applications are accepted March 1, June 1, and September 1. Visit [charlottenc.gov/nmg](http://charlottenc.gov/nmg) or contact Jackie Clare for more information, [Jackie.Clare@charlottenc.gov](mailto:Jackie.Clare@charlottenc.gov) or (704) 336-4594.

**ATTACHMENTS INCLUDED**

- CDOT Decorative Signage Agreement





## Charlotte Department of Transportation Decorative Signs & Posts/Non-Standard Items

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 or other non-standard items 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.

**Important Disclaimer: By law, the Charlotte Department of Transportation controls all aspects of the public right of way including the sole right to install and remove any item placed at any time for any reason without notice.**

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) or non-standard item(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)*. All MUTCD signs are to be of high intensity, retro-reflective sheeting. See link below for current standard.  
<http://charlottenc.gov/ld/CLDSM/Pages/default.aspx>
- Neighborhood Association is responsible for providing, installing and maintaining all signs and decorative signposts or non-standard items under this agreement. Installation location (s) cannot cause a sight line problem for driveways or intersections. CDOT has the right to evaluate all installations and can require removal or relocation of any signing creating a sight distance violation per CDOT’s Sight Distance Policy.
- 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://charlottenc.gov/ld/CLDSM/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.
- CDOT does not presume to have knowledge of or maintain any information related to neighborhood boundaries. If you are installing signs representing neighborhood boundaries, all responsibilities and

liabilities rest with the Neighborhood Association. CDOT will not mitigate disputed signing nor install or remove any disputed signing referenced in this agreement.

- Reflectivity must be maintained at all times for signs under this agreement. **Routine replacement of reflective signs within ten years of installation is required (CDOT required signing only).**
- Enter into an agreement with the City covering hold harmless provisions.

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**This agreement also covers non-standard items which can be allowed in city right of way without formal encroachment agreement. The same provisions apply to non-standard items as do decorative signs and posts. The City of Charlotte has no maintenance or other responsibility to these items.**

All requests for neighborhood decorative signpost or non-standard item installations are to be submitted to CDOT's Public Service Division, 600 East 4th 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 way arising out of negligent act or omission.

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

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

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

\_\_\_\_\_

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

Email Address: \_\_\_\_\_

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

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