



Town Policy: Use of Privately Owned Radar Speed Feedback Signs Within Town Rights-of-Ways

PURPOSE:

To establish policy associated with the use of privately owned radar speed feedback signs within Town rights-of-ways (ROW) to assist with driver education of posted speed limits.

BACKGROUND DISCUSSION:

Radar Speed Feedback (RSF) signs can be a useful tool in helping reduce vehicle speeds along Town roadways for relatively short periods of time. The signs are used to increase driver awareness of their speed in relation to the posted speed limit. The Town utilizes a set of procedures to locate these same feedback signs on a temporary basis for the same purpose. Some homeowners associations have requested to utilize their own feedback signs along public roads within their boundaries on a more frequent basis than the Town can provide. This policy provides guidelines for the use of privately owned radar speed feedback signs

POLICY STATEMENT:

The use of privately owned radar speed feedback signs is permitted within Town-owned ROW for temporary time periods. The following conditions must be met:

1. The requesting private party must complete the needed application (**Attachment A**) enter into an agreement (**Attachment B**) with the Town of Castle Rock signed by the appropriate authorized signatory for the private party prior to deploying a privately owned RSF.
2. The requesting party must also complete and sign the required waiver and indemnification form (**Attachment C**)
3. Prior to deploying privately owned RSF signs, the designated private party representative identified in the agreement will make a request to the Castle Rock Police Community Partnership Unit, to ensure guideline compliance. Castle Rock Police will coordinate the approval of the request with the Public Works Department.
4. The initial request and all follow-up communication shall include:
 - An acknowledgement form from the Castle Rock Police Community Partnership Unit indicating support of the installation,
 - The exact location of the RSF sign installation,
 - The dates for which the RSF will be deployed,
 - Follow-up confirmation correspondence of RSF removal at end of temporary deployment period, and
 - Name and contact information of the party who will be responsible for installing and moving the HOA's RSF sign from one location to another

5. The RSF signs shall be installed on a temporary basis, generally for a period of 4-6 weeks at a given location.
6. Once the RSF has been removed upon completion of the time period, the private party must wait a minimum of 30 calendar days prior to deploying the RSF at the same location for a new period.
7. All work to move a RSF from one location to another must be performed during daylight hours.
8. Sign installation and placement shall conform to the standards included in the Manual on Uniform Traffic Control Devices and all other applicable Town regulations that will be provided by the Town.
9. The Town will approve the location and consider roadside vegetation, roadway geometry, sight lines, and spacing. (The sign should be visible by a driver at least 300 feet upstream of the location.)
10. Any privately owned RSF shall be solar powered.
11. Placement shall be such to minimize light intrusion on nearby homes.
12. Additional usage, scheduling, and placement requirements for privately owned signs:
 - A small placard shall be mounted under the RSF that provides ownership and contact information for the HOA.
 - RSFs shall only be co-located with pre-existing speed limit signs.
 - The RSF shall be setup to only display the speed of the passing motorist and shall not strobe or display a flashing light.
13. The RSF shall not collect data, nor should the signs be used as a basis for the HOA to contact and or fine a resident or visitor.

Because public safety is of primary importance, failure to meet all of these requirements may result in the Town withdrawing approval to use RSF signs, and may result in the Town deactivating any signs in use at the time. If the same HOA, or private party, has any of their RSF signs deactivated by the Town more than two times, the HOA, or private party, may not be permitted to utilize their RSF signs for a period of one year. After this one-year period, the HOA, or private party, may submit a new request in accordance with the above procedures.

**USE OF PRIVATELY OWNED RADAR SPEED FEEDBACK SIGNS WITHIN TOWN
RIGHTS-OF-WAY**

APPLICATION

TODAY'S DATE: _____

HOA OR PRIVATE PARTY NAME: _____

**REPRESENTATIVE FROM HOA OR
PRIVATE PARTY: (Please print).** _____

PHONE NUMBER: _____

MAILING ADDRESS: _____

E-MAIL: _____

PROPOSED LOCATIONS: 1) _____

(No more than seven (7))

However, if additional locations 2) _____

are desired, please bring the matter
to the attention of Public Works. 3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

- Name and contact information of the person(s) who will be responsible for deploying and moving the RSF sign from one location to another. (All persons identified below, must sign a waiver and indemnification form).

- Confirmation that the RSF is solar powered.
- Confirmation of a small placard mounted under the RSF that provides ownership and contact information (for the HOA, or private party).
- Confirmation that the RSF is co-located with pre-existing speed limit signs.
- Confirmation that the RSF sign is setup to only display the speed of passing motorists and not to collect data or to be used to contact or fine a resident or visitor.

I understand this Application is good for a period of two (2) years, from the date below, that a new Application must be submitted on or before two (2) years from the date below, and that no RSFs shall be permitted in the event the Application has expired.

I have read and agree to abide by the policies, regulations and safety recommendations as set forth by the Town of Castle Rock (for myself or as the representative of the above HOA , or private party) in regard to the **USE OF PRIVATELY OWNED RADAR SPEED FEEDBACK SIGNS WITHIN TOWN RIGHTS-OF-WAY** program. I understand that this is an application for the program and that a Town of Castle Rock Public Works representative will contact me to finalize an agreement. In addition, I understand that the Public Works Director will make the final determination as to whether the HOA, or private party, can participate in the program.

SIGNATURE: _____

DATE: _____

NAME OF SIGNATOR (PLEASE PRINT): _____

AUTHORIZATION AND AGREEMENT REGARDING THE USE OF PRIVATELY OWNED RADAR SPEED FEEDBACK SIGNS WITHIN TOWN RIGHTS-OF-WAYS

The use of privately owned Radar Speed Feedback (RSF) signs within Town rights-of-ways (ROW) is a cooperative effort between the Town of Castle Rock Public Works Department, the Castle Rock Police Department, Castle Rock Home Owner Associations (HOA), or a private party, to assist with driver education of posted speed limits. The signatories to this Agreement, commit to each other to perform certain activities related to using RSF signs, for relatively short periods of time, as an additional tool in helping reduce vehicle speeds along Town roadways. It is understood that the RSF signs will be used to increase a driver's awareness of his or her speed in relationship to the posted speed limit. It is further understood that the Town utilizes a set of procedures to locate feedback signs on a temporary basis, but some home owner associations and others have requested to utilize their own RSF signs along public roads within their boundaries which will provide more flexibility and a greater opportunity to utilize such signs to assist with reducing motorist's speed. Pursuant to Chapter 14.06 of the Castle Rock Municipal Code, the Town is willing to grant a revocable use to encroach into Town ROW, upon the terms and conditions set forth herein. The use of privately owned RSF signs within the Town-owned ROW, for temporary time periods, will be permitted as long as the **Home Owner Association, or private party, agrees to the following:**

- The requesting representative from the HOA, or private party, must complete an Application and execute this Agreement with the Town, before deploying a privately owned RSF.
- The requesting party must also complete and sign the required waiver and indemnification form attached with regard to all persons who will be responsible for deploying and moving the RSF sign from one approved location to another. (**Exhibit A**).
- Before deploying privately owned RSF signs, the designated representative from the HOA, or a private party, identified as the signatory to this Agreement, or on the Application, must make a request to the Public Works Department who will engage the Castle Rock Police Community Partnership Unit, to ensure guideline compliance.
- Upon receipt of an Application, the Public Works Department and the Castle Rock Police Community Partnership Unit, will meet with a representative from the HOA, or private party, to identify general locations where there is a desire to reduce vehicle speeds, through the placement of RSF signs. (As part of the review process, consideration will be given to roadside vegetation, roadway geometry, sight lines, spacing, light intrusion, and any such signs should be visible by a driver at least 300 feet upstream of the location.)
- Once the assessment has been completed, with regard to identifying the feasibility of the specific locations, identified by the HOA, or private party, and approval by the Town has been completed, the Town will provide the representative from the HOA, or private party, with addresses and a map of the approved locations for the deployment of RSFs.
- RSFs shall only be deployed in the approved locations, as depicted on the attached. (**Exhibit B**).

- RSFs shall be placed in a manner to ensure there is no damage to the surrounding landscape in the ROW.
- No RSF will be allowed to stay in any single location for more than six (6) weeks, before it must be relocated to another approved location, or taken out of service.
- All work to move any RSF from one approved location to another approved location must be performed during daylight hours.
- Once the RSF has been removed from an approved location, the HOA, or private party, must wait a minimum of thirty (30) calendar days before redeploying the RSF in the same approved location.
- The HOA, or private party, is responsible for maintaining records regarding the placement of all privately owned RSFs including the date the RSF sign was placed at one of the approved locations, and the date the RSF sign was either moved to a new approved location, or taken out of service.
- Within fourteen (14) days of a request by the Town, the HOA or private party, must provide documentation to the Town's Public Works Department showing the placement of any RSFs in use, and the length of time any RSF was placed at each approved location.
- The HOA, or private party, shall provide the name and contact information of the person(s) who will be responsible for placing and moving any RSFs from one approved location to another approved location, or for taking any RSF out of service.
- Any privately owned RSFs shall:
 - Be solar powered;
 - Have a small placard mounted under the RSF that provides ownership and contact information for the HOA, or private party;
 - Be co-located with pre-existing speed limit signs;
 - Be setup to only display the speed of the passing motorist and shall not strobe or display a flashing light;
 - Not collect data;
 - Not be used as a basis for the HOA, or private party, to contact and fine a resident or visitor.
- The HOA, or private party, assumes full responsibility for any and all damages incurred to public facilities, including, but not limited to, damage to the street surface and damage to existing landscaping within the ROW, due to activities authorized by this use. Any and all replacement or repair to public facilities owned or operated by the Town, attributed to the encroachment, shall be made by the Town at the sole expense of the HOA, or private party.
- The HOA, or private party, expressly agrees to indemnify and hold harmless the Town or any of

its officers or employees from any and all claims, damages, liability, or court costs including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with the placement or maintenance of the RSF. In the event any such suit or action is brought against the Town, it will give notice thereof to the HOA, or private party, and the HOA, or private party, agrees to defend Town against such action.

- During the existence of the encroachment in the ROW, the HOA, or private party, its successors and assigns, at its or their own expense, and without cost to the Town, shall procure and maintain a single limit comprehensive general liability insurance policy with a limit not less than \$1,000,000. The required insurance coverage shall be written in a form and by a company or companies approved by the Town, and authorized to do business in the State of Colorado. A certified copy of the insurance policies shall be filed with a statement of endorsement that it will not be canceled or materially changed or altered without at least 30-days prior written notice, by certified mail, to the Town. The certified copy of the insurance policies shall also be endorsed specifically to include all liability assumed by the HOA, or private party, and shall name the Town of Castle Rock as an additional insured.
- In the event the Town deactivates any RSF sign, for failure to comply with the terms and conditions herein (more than three (3) times in any two (2) year period), the HOA, or private party, may not be permitted to utilize their RSF signs for a period of one year. After this one-year period, the HOA, or private party, may submit a new Application.
- The Town reserves the right to make inspections to assure compliance with the terms of this use and that no public health or safety hazard is maintained within the ROW. The Town reserves the right (upon notice by the Town), to require the immediate removal of any RSF, that it determines is inappropriate or not in conformance with these conditions, or which negatively impacts traffic and public safety.

I have read and understand this Statement of Commitment for the use of privately owned Radar Speed Feedback signs within Town rights-of-ways, and I agree to the terms of participation.

HOME OWNER ASSOCIATION: _____

Representative of the

Home Owner Association: _____

Date: _____

PRIVATE PARTY: _____

Date: _____

TOWN OF CASTLE ROCK

Director of Public Works:

Date:



PRIVATELY OWNED RADAR SPEED FEEDBACK SIGNS WITHIN THE TOWN RIGHTS-OF-WAYS

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to perform the below-described activities, I hereby acknowledge, represent, and agree as follows:

A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include, but are not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with deploying and moving the Radar Speed Feedback Signs, including but not limited to, hazards associated with traffic, landscaping, maneuvering the weight and height of any RSF sign, and dangers associated with electric currents.

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party, arising out of, or in any way related to, the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause.

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, exempt, release and discharge the Town, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage, arising out of, or in any way related to, the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the Town's officers or employees.

D. I further agree to defend, indemnify and hold harmless the Town, its officers, employees, insurers and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which may arise out of, or is in any way related to, the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the Town's officers or employees.

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

F. I understand and acknowledge that the Town, its officers, and its employees are relying on, and do not waive or intend to waive any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations, or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended, or otherwise available to the Town, its officers, or its employees.

G. I understand and agree that the laws of the State of Colorado shall govern this **RELEASE AND INDEMNIFICATION AGREEMENT**, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of Douglas County, Colorado.



PRIVATELY OWNED RADAR SPEED FEEDBACK SIGNS WITHIN THE TOWN RIGHTS-OF-WAYS

I HAVE READ and UNDERSTAND EACH SECTION ABOVE: _____ (Participant initials here)

RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participant - Signature: _____

Date of Signature: _____

Address: _____

E-mail Address: _____

Phone: _____