



- 1 • The City will not be responsible for repair of damages to the gate and control systems caused  
2 as a result of maintenance performed in the public right-of-way or the construction of  
3 improvements in the right-of-way.
- 4 • The gates are to open automatically as vehicles approach and close when the vehicles clear. In  
5 the event of power failure, the gates are to be open and stay open. As the gates will not remain  
6 open automatically during power outages, said Chateaus on Stagecoach Property Owners  
7 Association will be required to take responsibility to manually remove a key/pin and leave the  
8 gates open.
- 9 • Post contact phone numbers on the gate for emergencies.
- 10 • Said Chateaus on Stagecoach Property Owners Association is required to obtain insurance or  
11 bonding for this permitted activity.

12 **Section 3.** To prevent excessive delay to the traveling public, the gates are to remain open during  
13 peak morning and afternoon traffic periods. The times the gates are to remain open are subject to review  
14 and approval by the City Manager.

15 **Section 4.** No surveillance cameras will be placed within the public right-of-way.

16 **Section 5.** The proposed Chateaus on Stagecoach Property Owners Association will obtain all  
17 necessary permits and plan approvals prior to construction. It shall be the responsibility of the said Chateaus  
18 on Stagecoach Property Owners Association to get all design aspects of the gate installation completed and  
19 roadway plans submitted to City staff for review and approval. If the Chateaus on Stagecoach Property  
20 Owners Association is never established, this franchise ordinance is immediately revoked.

21 **Section 6.** The franchise will remain in effect unless modified or revoked by the City Board of  
22 Directors. If the Chateaus on Stagecoach Property Owners Association is dissolved, the gate and equipment  
23 shall be removed immediately and this franchise is immediately revoked. The franchise is granted for a  
24 period of ten (10) years following the effective date of this ordinance, and may be extended by the City  
25 Manager for additional five (5)-year terms thereafter.

26 **Section 7. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph,  
27 item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or  
28 unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this  
29 ordinance, as if such invalid or unconstitutional provision was not originally a part of this ordinance.

30 **Section 8. Repealer.** All ordinances, resolutions, bylaws, and other matters inconsistent with this  
31 ordinance are hereby repealed to the extent of such inconsistency.

32 **ADOPTED: March 3, 2015**  
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1 **ATTEST:**

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**Susan Langley, City Clerk**

5 **APPROVED AS TO LEGAL FORM:**

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**Thomas M. Carpenter, City Attorney**

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**APPROVED:**

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**Mark Stodola, Mayor**