

## **BYLAW NO. 82-05**

**A BYLAW OF THE MUNICIPAL DISTRICT OF CLEAR HILLS NO. 21, IN THE PROVINCE OF ALBERTA, TO AUTHORIZE THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF TEXAS GATES WITHIN MUNICIPAL ROADWAYS.**

**WHEREAS**, the Municipal Government Act, Chapter M-26, as amended provides that Council may, for municipal purposes, pass a bylaw with respect to transport and transportation systems; and,

**WHEREAS**, the Municipal Government Act, Chapter M-26, as amended, and the Highway Traffic Act, Chapter H-8, as amended, provide for the regulation and control of animals or animal traffic; and,

**WHEREAS**, Council deems it appropriate, in certain circumstances, to provide for the installation of Texas Gates within municipal roads,

**NOW THEREFORE**, pursuant to the authority granted under the provisions of the Municipal Government Act, Chapter M-26, as amended, and the Highway Traffic Act, Chapter H-8, as amended, the Council of the Municipal District of Clear Hills No. 21, in the Province of Alberta, duly assembled, hereby enacts as follows:

### **Section 1 Title**

- (1) This Bylaw may be cited as the "Texas Gate Bylaw".

### **Section 2 General Conditions**

- (1) Council may upon written request from a person who is an owner, or agent for the Landowner, enter into an agreement authorizing that person to construct a Texas Gate within a municipal roadway in accordance with Council policy and subject to any conditions that may be imposed.
- (2) The Public Works Superintendent, or his designate, is hereby authorized to negotiate an agreement, which shall be presented, in the form outlined in "Appendix A", (hereto attached and forms part of this Bylaw) to Council for final approval. Council, by resolution, may amend "Appendix A" from time to time.
- (3) As a minimum the agreement shall address the following:
  - (i) The location where the Texas Gate shall be situated.
  - (ii) Stipulate that the responsibility for the purchase, installation, maintenance, replacement, and repair of the Texas Gate is that of the Landowner who has, or whose agent has, requested the installation.
  - (iii) Require the Landowner to be responsible for the purchase, installation and repair of all appropriate signage associated with the Texas Gate.
  - (iv) Identify or provide for the standard or quality to which the Texas Gate shall be constructed.

### **Section 3 Approval of Installation**

- (1) A Texas Gate shall only be installed within a municipal roadway following approval by Council, considering the following:
  - (i) Suitable locations
    - dead end road
    - no residences or bus routes
    - requester owns or leases all land past the gate(s)
- (2) Removal will be required
  - If above circumstances change

### **Section 4 Responsibilities of the Landowner**

- (1) The Landowner shall be responsible for the maintenance and repair of the Texas Gate and associated signs and should that individual fail to keep the Texas Gate in a reasonable state of repair the Public Work Superintendent, or his designate, is authorized to undertake those repairs deemed necessary.
- (2) The M.D. shall provide, not less than fourteen (14) days written notice to the Landowner, to undertake those repairs referred to under Section 4(1), unless in the sole opinion of the Public Works Superintendent or his designate, the repairs are of an emergent nature in which case the repairs shall be undertaken immediately.
- (3) Should the M.D. incur costs pursuant to Section 4(1) or (2) the Public Works Superintendent shall insure that the landowner is billed for all applicable costs which shall include but not be limited to: labour, equipment costs, fuel, parts, supplies, gravel, sand, materials, or any other reasonable and associated cost.
- (4) Should the party fail to pay the invoiced amount, the Chief Administrative Officer shall, subject to Council approval, cause the amount to be placed against the tax roll and collected in the same manner as taxes.

### **Section 5 Legal Liability**

- (1) As a condition of installation the Landowner shall agree to be responsible to keep the signs, the Texas Gate, and all associated fencing materials in a reasonable state of repair and to notify the M.D. of Clear Hills No. 21 of any condition of the Texas Gate, or road or the land in the vicinity of the Texas Gate, that may cause travel on or in the vicinity of the Texas Gate to be dangerous.
- (2) The Landowner shall be responsible for all legal liability arising from and associated with any breach of this agreement and shall be required to provide proof of not less than two million (\$2,000,000) dollars of general public liability insurance providing for claims against personal injury, death or property damage occurring on, in or about the Texas Gate and the road.
- (3) The M.D. shall be listed as an Additional Named Insured on the policy and the policy shall require that the M.D. be notified of any cancellation or material change to the policy.

**Section 6 Termination**

- (1) The Agreement shall be terminable by either party upon thirty (30) days written notice.
- (2) The M.D. shall not arbitrarily terminate this Agreement but may terminate the Agreement for: breach of agreement, road widening, road improvement, road relocation, due to increased traffic, or for any other safety or traffic matter.
- (3) In any event and upon termination of the Agreement the Landowner shall be responsible for the removal, or for the cost of removal, of the Texas Gate, all associated fences and structures, and for the repair of the road.
- (4) The Landowner shall be entitled to salvage the Texas Gate and all associated fences and structures.

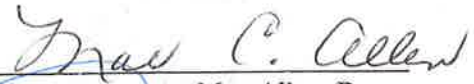
**Section 7 Effective Date**

- (1) This Bylaw shall become effective upon third and final reading.

**READ** a first time this 28<sup>th</sup> day of June A.D., 2005.

**READ** a second time this 12<sup>th</sup> day of July A.D., 2005.

**READ** a third time this 26<sup>th</sup> day of July A.D., 2005.



Mae Allen, Reeve



William Kostiw, Chief Administrative Officer

BYLAW NO. 82-05

“APPENDIX A”

THIS AGREEMENT MADE IN DUPLICATE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2005.

BETWEEN:

MUNICIPAL DISTRICT OF CLEAR HILLS NO. 21  
(hereafter referred to as the “Municipal District”)

of the First Part

and

(hereinafter referred to as the “Landowner”)

of the Second Part

**AGREEMENT FOR THE INSTALLATION OF  
TEXAS GATES WITHIN MUNICIPAL ROADWAYS**

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE MUNICIPAL DISTRICT HEREBY GRANTS APPROVAL TO THE LANDOWNER FOR THE INSTALLATION AND MAINTENANCE OF A TEXAS GATE WITHIN A MUNICIPAL ROADWAY FOR THE PURPOSE OF CONTROLLING LIVESTOCK, UPON THE FOLLOWING TERMS AND CONDITIONS:

DIMENSIONS AND STANDARDS:

1. The Texas Gate shall measure, at a minimum, 7.31 metres (24 feet) wide and 2.13 metres (7 feet) long, or the full road top, whichever is greater.
2. The Texas Gate shall be constructed to the following standards:

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LOCATION:

1. The Texas Gate shall be installed as per the following description or diagram:
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INSTALLATION:

1. The Landowner agrees to be responsible for the purchase, installation, maintenance, repair, and replacement of the Texas Gate as follows:
  - (a) A License of Occupation shall be in place, prior to the Municipal District entering into a Texas Gate Agreement.
  - (b) The Texas Gate shall be installed in a workmanlike manner, to the satisfaction of the Public Works Superintendent, or his designate, insuring that the gate allows for traffic flow across the full road top.
  - (c) The Texas Gate shall be installed so as to maintain the grade of the surface of the road.
  - (d) The Texas Gate, and associated structures or supports, shall in no way affect the road slopes or drainage occurring along the roadway.
  - (e) The Texas Gate shall be clearly signed and signs shall be located not less than 300 metres, or such other distance as may be considered appropriate by the Municipal District, from both sides of the Texas Gate.

- (f) A minimum 20 ft. wide gate beside the Texas Gate shall be provided for access and livestock movement.
2. The Landowner agrees to purchase, install and maintain and/or replace, as required up to two (2) "Cattle Guard Ahead" traffic signs and/or up to two (2) "Livestock At Large" traffic signs as may be required by the Municipal District.

RESPONSIBILITY OF THE LANDOWNER:

1. (a) The Landowner shall be responsible for the purchase, maintenance, repair and replacement of the Texas Gate, all associated posts, fencing, signs, or other material associated with the Texas Gate.  
  
(b) The required signs and posts shall be supplied by the Municipal District, with the Landowner being responsible for:
  - (i) the purchase of the signs and posts
  - (ii) installation of signs and posts
  - (iii) ongoing maintenance of the signs and posts.
2. The Landowner shall be responsible for the cost and removal of dirt, gravel, snow, or any other material that settles beneath the Texas Gate.
3. The Landowner agrees that should he/she/they fail to keep the Texas Gate in a reasonable state of repair or upkeep, or fail to adhere to any other condition as stipulated in this Agreement, and that if, in the sole opinion of the Municipal District, the condition of the Texas Gate creates a hazard to the motoring public, the Municipal District is authorized to undertake those repairs the Municipal District deems necessary and that the Landowner shall pay for all applicable costs which shall include, but not be limited to: labour, equipment, fuel, parts, supplies, gravel, sand, material, and any other such costs as incurred by the Municipal District in the repair or upkeep of the gate.
4. The Landowner agrees that should the Municipal District incur costs as per Paragraph 3 above, the Municipal District may apply the costs against his/her/their land and collect the costs in the same manner as property taxes.
5. The Landowner agrees that should he/she/they fail to maintain the Texas Gate pursuant to this Agreement, the Municipal District shall remove the Texas Gate, and the costs for such removal and repair of the municipal road associated with the removal are the responsibility of the Landowner and in default of payment may be collected in the same manner as property taxes.

LEGAL LIABILITY:

1. The Landowner hereby indemnifies and holds harmless the Municipal District from any and all claims or causes of action, including personal injury, death and property damage, that are caused by the Texas Gate owned, installed and/or used by the Landowner.
2. The Landowner shall obtain liability insurance of not less than two million (\$2,000,000) dollars general public liability insurance for claims brought as a result of personal injury, death or property damage occasioned as a result of the use of the Texas Gate, and the insurance shall provide as follows:
  - (a) The Municipal District shall be a named insured.
  - (b) The policy shall extend to:
    - (i) cover contractual liability
    - (ii) provide a cross-liability clause; and
    - (iii) certify that before this insurance is cancelled or materially altered, 30 days written notice thereof shall be provided by the insurer to the Municipal District.

TERMINATION:

1. This Agreement may be terminated by either party upon thirty (30) days written notice.
2. The Municipal District shall not arbitrarily terminate this Agreement.
3. The Municipal District may terminate this Agreement due to:
  - (a) Breach by the Landowner of his/her/their duties or obligations under this Agreement; or
  - (b) Required road improvement, including, but not limited to, road widening or road upgrade; or
  - (c) Increased traffic volumes or traffic weights.

ADDITIONAL TERMS:

Both Parties agree that this Agreement shall be binding upon their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS  
AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED BY THE LANDOWNER  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Landowner

MUNICIPAL DISTRICT OF CLEAR  
HILLS NO. 21

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Chief Administrative Officer