

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR ARTIFICIAL TURF PILOT PROGRAM BETWEEN THE TOWN OF ADDISON AND MERIDIAN SQUARE HOMEOWNER'S ASSOCIATION, INC., FOR AN ARTIFICIAL TURF PILOT PROGRAM AT THE MERIDIAN SQUARE TOWNHOMES, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Agreement for Artificial Turf Pilot Program between the Town of Addison and Meridian Square Homeowner's Association, Inc. for artificial turf pilot program at the Meridian Square Townhomes, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 20th day of February, 2019.

Joe Chow, Mayor

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR ARTIFICIAL TURF PILOT PROGRAM BETWEEN THE TOWN OF ADDISON AND MERIDIAN SQUARE HOMEOWNER'S ASSOCIATION, INC.

This Agreement for Artificial Turf Pilot Program ("Agreement") is made and entered into this _____ day of _____, 2019 ("Effective Date") by and between the Town of Addison, Texas (the "Town") and Meridian Square Homeowners Association, Inc. ("Meridian Square") (the Town and Meridian Square are sometimes referred to herein together as the "parties" and individually as a "party").

Recitals:

WHEREAS, the Town of Addison, Texas is a home rule Town possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

WHEREAS, the Meridian Square governs Meridian Square Townhomes pursuant to the First Amended Covenants, Conditions and Restrictions for Meridian Square Townhomes, as amended, recorded at DCCC# 201700193901 ("CC&Rs"), located in the Town of Addison, Texas, and more particularly depicted and described in Exhibit "A," attached hereto and incorporated herein for all purposes ("Meridian Square Townhomes"); and

WHEREAS, Meridian Square and property owners in Meridian Square Townhomes installed artificial turf in the common areas of Meridian Square Townhomes and private property within Meridian Square Townhomes in violation of existing Town ordinances; and

WHEREAS, subsequent to the installation of the artificial turf, the City Council authorized an artificial turf pilot program through the adoption of Ordinance No. _____, attached hereto as Exhibit "B," and incorporated herein for all purposes ("Ordinance"), to provide necessary guidelines to Meridian Square in the enforcement of appropriate installation and maintenance standards during the term of the artificial turf pilot program; and

WHEREAS, pursuant to Article IV, Sections 4.2.1, 4.2.6 and 4.2.7, Article V, Section 5.9, Article VI, Section 6.7, and Article XII, Sections 12.1 and 12.2 of the CC&Rs (the "Meridian Square Enforcement Provisions"), Meridian Square represents that it has the full power and authority to enforce proper maintenance of the artificial turf installed within Meridian Square Townhomes, and Meridian Square intends to utilize its enforcement powers to ensure that all artificial turf within Meridian Square Townhomes is maintained in good condition and in accordance with the Ordinance; and

WHEREAS, but for the representations made herein by Meridian Square with respect to their authority to enforce the provisions of the Ordinance, including the authority to enforce proper installation and maintenance provisions, the Town would not have entered into this Agreement; and

WHEREAS, pursuant to the requirements set forth in the Ordinance, the parties desire to enter into this Agreement to stipulate and implement the provisions of the Ordinance.

NOW, THEREFORE, for and in consideration of the Ten and No/100 Dollars (\$10.00) paid by Meridian Square to the Town, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town and Meridian Square do hereby agree as follows:

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated herein and made a part of this Agreement for all purposes.

2. Artificial Turf Pilot Program; Term. Pursuant to the Ordinance, the Town initiates an artificial turf pilot program for Meridian Square Townhomes for a term of ten (10) years from the effective date of the Ordinance ("Program"), which term may be extended, terminated and/or reduced at the sole determination of the Town.

The parties agree Program is subject to and shall be used by Meridian Square in accordance with the terms and conditions of this Agreement, and with the Town Charter and all applicable laws, ordinances, rules, regulations, codes, policies, and standards of the Town and of any other governmental entity, agency, or authority having jurisdiction over Meridian Square Townhomes or any matter covered by this Agreement (whether in effect on the Effective Date or as adopted, amended or enacted thereafter), (collectively, "Applicable Law"), including those related to health, safety, environmental protection, and water and air quality, and shall provide evidence of compliance with Applicable Law satisfactory to the Town upon the request of the Town. In no event shall Meridian Square have the right to expand the Program beyond the property depicted and described in Exhibit "A".

3. Understanding Between the Parties.

(a) Meridian Square agrees to enforce the installation and maintenance obligations required by the Ordinance against itself and property owners in Meridian Square Townhomes, and affirms that the CC&Rs authorize Meridian Square to carry on such activity.

(b) Meridian Square shall install and maintain the artificial turf in a first-class condition as determined by the Director of Parks and Recreation of the Town, and in accordance with the requirements set forth in the Ordinance. In the event Meridian Square shall fail to comply with this Agreement or the Ordinance as determined by the Director of Parks and Recreation, or the Program is not implemented to the satisfaction of the Director of Parks and Recreation, utilizing the same quality standard applied by the Director of Parks and Recreation for detached homes, then, in either event the Town may: (1) do all the work necessary to bring the Program and artificial turf into compliance and assess the cost against Meridian Square; or (2) require Meridian Square to install living plant materials at their sole cost and expense.

(c) Town staff, at any time, are authorized to enforce the provisions of the Ordinance, including the issuance of written citations to a property owner, in the event Meridian Square fails to guarantee and require compliance to the satisfaction of the Director of Parks and Recreation of the Town. The Town has and shall at all times have the right to enter into, upon, under and over the property in Meridian Square Townhomes for any purpose whatsoever, including but not limited to completing repairs, maintenance obligations, environmental testing or investigation related to the artificial turf in Meridian Square.

(d) Meridian Square acknowledges that any damage to or destruction of any property within Meridian Square Townhomes, and arising out of Meridian Square's acts or omissions under or in connection with this Agreement, is the sole responsibility of Meridian Square, and Meridian Square shall promptly repair (or restore) any such property that is damaged or destroyed in satisfaction of the Ordinance.

(e) In connection with this Agreement, Meridian Square is and shall at all times be and remain responsible and liable for the acts and omissions of Meridian Square, its directors, partners, managers, officers, employees, representatives, agents, contractors, consultants, and their respective directors, partners, managers, officers, employees, representatives, agents, contractors, and consultants. The provisions of this subparagraph (e) shall survive the termination or expiration of this Agreement.

(f) Meridian Square agrees to not amend any provision of the Meridian Square Enforcement Provisions, to the extent such amendment would negatively impact Meridian Square's ability to enforce the provisions of the Ordinance. Meridian Square acknowledges and agrees that the Town may terminate the Program pursuant to the provisions of the Ordinance at any time.

(g) Meridian Square agrees to maintain at least Twenty Thousand and No/100s Dollars (\$20,000.00) in its Reserve Account for purposes of installing, maintaining, replacing and/or removing the artificial turf as may be required by this Agreement.

4. Insurance. At all times in connection with this Agreement, Meridian Square shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

1. Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$2,000,000 products/completed operations aggregate).

With reference to the foregoing insurance requirement, Meridian Square shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies, but **ONLY** as to the Artificial Turf Pilot Program.

2. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.

4. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

5. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage.

6. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

7. Meridian HOA may maintain reasonable and customary deductibles.

8. Insurance must be purchased from insurers that are financially acceptable to the Town and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered by Meridian HOA to the Town within fifteen (15) days of the execution of this Agreement. **Meridian Square** shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.

2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, Meridian HOA shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier. The Town has the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the Town.

If Meridian HOA fails to keep all such insurance in force and effect at all times applicable to this Agreement, the Town may immediately terminate this Agreement without notice.

5. Notice of Claim or Demand/Release.

(a) Meridian HOA shall promptly advise the Town in writing of any claim or demand against any Town Person related to or arising out of Meridian HOA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Meridian HOA's sole cost and expense pursuant to the defense and liability coverage provided for in the insurance policy required by this Agreement. The Town Persons shall have the right, at the Town Persons' option and own expense, to participate in such defense without relieving Meridian HOA of any of its obligations hereunder.

(b) **Release.** Meridian HOA does hereby **RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE** the Town and all other Town Persons from, and do **COVENANT NOT TO SUE** the Town or any other Town Persons for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorney's fees and court costs) whatsoever for or related to personal injury of any kind or nature whatsoever (including death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "**Damages**"), which Meridian Square may sustain or suffer in

connection with or related to this Agreement, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY TOWN PERSON, OR CONDUCT BY ANY TOWN PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THIS DEFENSE, INDEMNITY, HOLD HARMLESS AND RELEASE PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

6. Termination. Pursuant to the provisions of the Ordinance, the City Council may, in its sole discretion, terminate this Agreement, and thereby the Program, through the repeal of the Ordinance, at any time and for any reason. Upon termination, Meridian Square shall, at its sole cost and expense, remove the artificial turf and replace the same with living plant materials as required by applicable law.

7. Miscellaneous.

(a) *Assignment.* Meridian Square shall not, and has no authority to, assign, sell, pledge, transfer, encumber, sublicense, or otherwise convey (collectively, "Assign" or "Assignment" and the person to whom an Assignment is made being an "Assignee") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the Town. Any Assignment of any kind or by any method without the Town's prior written consent shall be null and void.

Any Assignment shall be expressly subject to all of the terms, conditions, and provisions of this Agreement. Meridian Square shall not assign this Agreement or any of its interest in this Agreement without first obtaining a written agreement from each such Assignee whereby each such Assignee agrees to be bound by the terms, conditions, and provisions of this Agreement applicable to Meridian Square. An Assignment of this Agreement does not and shall not release Meridian Square from any of its covenants, agreements, liabilities, and/or duties under this Agreement, and Meridian Square shall remain fully liable and responsible for the same.

(b) *Independent Contractor.* Meridian Square is an independent contractor, and nothing in this Agreement creates nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, and Meridian Square has and shall have exclusive control of and the exclusive right to control the details of their respective operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, guests, and invitees.

(c) *Notices.* Any notice, correspondence, or statement required to be given or delivered hereunder, or otherwise given or delivered in connection with this Agreement, shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the third business day following the date of mailing, or (iv) if sent by electronic mail, on the actual date of delivery. Addresses for any such notice, statement and/or report hereunder are as follows:

To the Town:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
Attn: City Manager

To Meridian Square:

Meridian Square Homeowners Association, Inc.
c/o RealManage
P.O. Box 702548
Dallas, TX 75370

The addresses and addressees for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice.

(d) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(e) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) *Headings; "Includes".* Paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

(g) *Binding Agreement; No Third Party Beneficiaries.* This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *No Waiver of Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(j) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between the Town and Meridian Square with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of each of the Town and Meridian Square or it shall have no effect and shall be void.

(k) *Recording.* This Agreement or a memorandum hereof will be recorded in the public records of Dallas County, Texas by Meridian Square. Upon termination of this Agreement, either party may record, in the public records of Dallas County, Texas, a notice of such termination (this right shall survive such termination).

(l) *Authorized Persons.* The undersigned representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the respective parties hereto.

(SIGNATURES ON NEXT PAGES)

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

TOWN OF ADDISON, TEXAS

Wesley S. Pierson, City Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____ by Wesley S. Pierson, City Manager of the Town of Addison, Texas, by and on behalf of the Town.

Notary Public, State of Texas

(seal)

SIGNED by the parties on the dates set forth below, and this Agreement shall be effective as of the Effective Date set forth above.

MERIDIAN SQUARE HOMEOWNERS ASSOCIATION, INC.

By: George H. Stallings
Name: GEORGE H. STALLINGS
Title: PRESIDENT

STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____ by _____ of _____.

Notary Public, State of _____

(seal)

(EXHIBITS ON NEXT PAGES)

EXHIBIT A

(Description and Depiction of Meridian Square Townhomes)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT

Real property in the City of Addison, County of Dallas, State of Texas, described as follows:

Legal description of the land:

Tract 1:

BEING a tract of land located in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas and being the remainder of QUORUM EAST ADDITION, an addition to the Town of Addison, Dallas County, Texas, according to the plat filed for record in Volume 98001, Page 33, Map Records, Dallas County, Texas and being the remainder of that certain tract of land described in the deed to Post Services, Inc. filed for record in Volume 98060, Page 3404 of said Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found with a cap stamped "DCA" at the northerly end of a corner clip located at the intersection of the south right-of-way line of Airport Parkway (a variable width right-of-way) and the east right-of-way line of Quorum Drive (a variable width right-of-way);

THENCE South 89° 37' 15" East (Directional Control Line) along the south right-of-way line of said Airport Parkway, a distance of 469.66 feet (470.39 feet - called) to a 5/8 inch iron rod found with a cap stamped "Bury + Partners" for the northerly end of a corner clip located at the intersection of said south line and the west right-of-way line of Spectrum Drive (a 69.65 foot wide right-of-way);

THENCE South 44° 56' 29" East (South 44° 58' 14" East - called) along said corner clip, a distance of 21.29 feet, to a 5/8 inch iron rod set with a cap stamped "Bury + Partners" from which an "X" cut in a brick paver sidewalk bears South 44° 56' 29" East, a distance of 7.11 feet;

THENCE South 00° 15' 44" East, along a line 5.00 feet from and parallel with the west right-of-way line of said Spectrum Drive and along the west line of a 5 foot wide sidewalk easement described in Exhibit "A" and shown on Exhibit "B" of the Special Warranty Deed to the Town of Addison, filed for record in Volume 2004052, Page 8498, Deed Records, Dallas County, Texas, a distance of 339.71 feet to an "X" cut in a brick paver sidewalk and being on the north right-of-way of Calloway Drive (a 61.0 foot wide right-of-way) from which an "X" cut in said sidewalk bears South 89° 35' 51" East, a distance of 5.00 feet;

THENCE North 89° 35' 51" West (North 89° 32' 30" West - called) along the north right-of-way line of said Calloway Drive, a distance of 491.45 feet, to a 5/8 inch iron rod at the intersection of said north line and the east right-of-way line of the aforementioned Quorum Drive;

THENCE North 00° 21' 32" East (North 00° 24' 49" East - called) a distance of 351.47 feet, to a 5/8 inch iron rod found with a cap stamped "DCA" for the southerly end of the aforementioned corner clip located at the intersection of said Quorum Drive and Airport Parkway;

THENCE North 45° 22' 08" East (North 45° 18' 23" East - called) along said corner clip, a distance of 4.21 feet (4.23 feet - called) to the POINT OF BEGINNING and containing a computed area of 3.9818 acres (173,447 square feet) of land, more or less.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only.

Tract 2:

TOGETHER with any and all appurtenant rights held by titleholders as previously reserved in Special Warranty Deed, dated November 14, 2003, executed by Post Services, Inc. to Town of Addison, Texas, recorded in Volume 20903236, Page 27, and in Corrected Special Warranty recorded in Volume 2004052, Page 8498, Deed Records, Dallas County, Texas.

EXHIBIT B

(Ordinance No. _____)

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING SECTION 34-207 (LANDSCAPE STANDARDS AND SPECIFICATIONS) OF ARTICLE VI (LANDSCAPING REGULATIONS) OF CHAPTER 34 (ENVIRONMENT) OF THE CODE OF ORDINANCES TO ADD SECTION 34-207 (k) TO PROVIDE FOR AN ARTIFICIAL TURF PILOT PROGRAM FOR TOWNHOME PROPERTIES WITH A HOMEOWNERS' ASSOCIATION WITHIN THE URBAN CENTER ZONING DISTRICT; PROVIDING FOR SAVINGS, SEVERABILITY AND AN EFFECTIVE DATE; AND PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that that it would be advantageous and beneficial to the citizens of the Town of Addison, Texas ("Town" or "Addison") to amend Section 34-207 (Landscape Standards and Specifications) of Article VI (Landscape Regulations) of Chapter 34 (Environment) of Addison's Code of Ordinances ("Code of Ordinances") as set forth below.

BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS THAT:

Section 1. Findings Incorporated. The findings set forth above are incorporated herein as if set forth verbatim.

Section 2. Amendment to Section 34-207 (Landscape Standards and Specifications) of Article VI (Landscape Regulations) of Chapter 34 (Environment) of the Code of Ordinances. Section 34-207 (Landscape Standards and Specifications) of Article VI (Landscape Regulations) of Chapter 34 (Environment) of the Code of Ordinances is hereby amended as follows:

"...

(k) *Artificial Turf Pilot Program*

- (1) The Town shall initiate an artificial turf pilot program for Townhome properties with a Homeowners Association within the Urban Center zoning district ("Property") for a term of ten (10) years from the approval of this Ordinance ("Program"). If at any time the City Council determines in their sole discretion that the Program is unsuccessful, damaging to the environment, or fails to meet the expectations of Town staff, then the City Council may terminate the Program through the repeal of this Section 34-207(k), and upon repeal, any property owner with artificial turf shall replace the artificial turf with natural grass within one hundred eighty (180) days of the repeal, so as to satisfy the landscaping requirements set forth in Chapter 34.
- (2) Town staff may access any area of the Property for environmental testing, which may include the placement of environmental testing equipment on the Property. New

installations of artificial turf shall be watered/sprinkled and, if available, include anti-microbial infill. If testing determines that watering/sprinkling is necessary on existing artificial turf, then Town staff may require the property owner to uncap and restore the existing irrigation lines to allow for watering/sprinkling.

- (3) Property owners shall install and maintain the artificial turf in a first-class condition as determined by the Director of Parks and Recreation, and in accordance with the maintenance requirements set forth in the chart below. The Director of Parks and Recreation may require repair or replacement of existing artificial turf. Any future turf installations shall comply with turf component, appearance and installation requirements defined in the chart below:

Turf Component	Allowed	Not Allowed
Blade & Backing	Lead-free polyethylene, polypropylene, vegetable-based or combination	Nylon or Plastic
Infill	Clean washed sand, silica sand, cork or zeolite	Crumb Rubber
Permeability	Permeable backing with 30" per hour or > drain rate	
Warranty	Minimum 8-year warranty	
Tear Grab Strength	Minimum 200 pounds	
Tuft Bind Strength	Minimum 8 pounds	
Flammability	Pass the pill burn test for flammability	
Appearance	Allowed	Not Allowed
Color	Include a minimum of two shades of green blade colors and contain a tan thatch color. Colors must mimic natural turf.	Colors that do not mimic natural turf.
Texture	Three-dimension ridge, spine cross-section and uneven tips	
Length	Blade between 1-1/2" – 2-1/2"	
Thickness	Tuft spacing of no more than 3/8" between rows.	
Installation	Allowed	Not Allowed
Seams	Sewn Seams	
Edges	Edges not visible	
Base	Compacted aggregate that allows for adequate drainage	
Anchoring	Permanently anchored	
Maintenance	Allowed	Not Allowed
	Maintained in clean and attractive conditions	
Wear	Shall not contains weeds, holes, tears, stains, discolorations, fading, seam separations, uplifted surfaces, heat degradations, depressions, odors or excessive wear	
Damage	Damaged and worn areas must be repaired or removed and replaced in a manner that results in consistent appearance with existing synthetic lawn.	
Grooming	Be groomed periodically to prevent compacted and flattened turf.	

- (4) No person shall modify existing artificial turf installations or install new artificial turf without first completing the appropriate permit application and subsequently

receiving an artificial turf permit approved by the Director of Parks and Recreation or his/her designee.

- (5) The Homeowners' Association (HOA) shall require and guarantee compliance of the requirements set forth in this section by property owners. Town staff are authorized to enforce the provisions of this section, including the issuance of citations to a property owner, in the event the HOA fails to guarantee and require compliance to the satisfaction of the Director of Parks and Recreation. The City Council directs and authorizes Town staff to enter into an agreement with an HOA related to the compliance and enforcement of this section, and the HOA shall execute said agreement within sixty (60) days of the approval of this ordinance."

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances and the amendments and changes made by this Ordinance, shall not affect any right, property or claim which was or is vested in the City, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or an penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Penalty. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be punished in accordance with the provisions of Section 1-7 of the Code of Ordinances, Town of Addison, Texas, as amended.

Section 6. Effective Date. This Ordinance shall take from and after its adoption and publication as required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the _____ day of _____, 2019.

Joe Chow, Mayor
Town of Addison, Texas

ATTEST:

By: _____
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney