



# CITY OF MENIFEE

## ENGINEERING DEPARTMENT

### Residential Artificial Turf Installation Submittal Requirements

- \_\_\_\_\_ (1) copy Encroachment Permit Application (Issued to Contractor)
- \_\_\_\_\_ (2) copies 11"x17" Exhibit  
Exhibit shall show:
  - Proposed work limits
  - Landscape/Turf Areas
  - Concrete mow curb
  - Type of Artificial Turf used/Material Info sheet
  - 1"= 20' scale max
- \_\_\_\_\_ (3) copies Traffic Control Plan  
(Per MUTCD or as approved by the City Traffic Engineer)
  - Attachment is for streets 30 MPH Max
- \_\_\_\_\_ (1) copy Contractor's License
- \_\_\_\_\_ (1) copy City of Menifee Business License
- \_\_\_\_\_ (1) copy Contractor's Insurance Certificate naming City of Menifee as additional insured
  - \$1,000,000 min. for each occurrence
  - \$2,000,000 min. for general aggregate
- \_\_\_\_\_ (2) Original Hold Harmless Agreements
  - Signed and notarized by Property Owner
- \_\_\_\_\_ (1) \$155.00 Inspection Fee



# City of Menifee

## Residential Requirements for Artificial Turf

**Per Menifee Municipal Code Chapter 9.86, the following requirements for artificial turf shall be implemented:**

- (1) Artificial turf shall have a minimum eight-year "no fade" warranty.
- (2) Artificial turf shall be installed by a licensed professional and shall be installed pursuant to manufacturer's requirements.
- (3) Artificial turf shall be installed and maintained to effectively simulate the appearance of a well-maintained lawn. The turf shall be maintained in a green fadeless condition and shall be maintained free of weeds, debris, tears, holes, and depressions.
- (4) The use of poor quality indoor and/or outdoor plastic or nylon carpeting (at a quality of material that does not simulate the appearance of a well-maintained lawn as determined by the Community Development Department) as a replacement of artificial turf or natural turf is prohibited.
- (5) Areas of living plant material (i.e., flower beds, tree wells, etc.) shall be included within the overall landscape design within the front, side, and rear yards, as well as common areas when installing artificial turf.
- (6) Artificial turf shall be separated from planters by a concrete mow strip, bender board, or other barrier acceptable to the city in order to prevent intrusion of living plant material into the artificial turf.
- (7) Artificial turf shall be maintained by the homeowner fronting the improvement.



# CITY OF MENIFEE ENGINEERING DEPARTMENT

29714 Haun Road, Menifee, CA 92586  
Phone (951) 672-6777 / Fax (951) 679-3843



Know what's below.  
Call before you dig.

## Encroachment Permit

Permit Number: EP Date Submitted: \_\_\_\_\_

Issued to: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Location: \_\_\_\_\_

Description of Work to be Undertaken: \_\_\_\_\_

Insurance Certificate Received: \_\_\_\_\_ Underground Service Alert USA # \_\_\_\_\_

Contractor's License Received: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Fee: \_\_\_\_\_

Additional information/submittals needed from applicant: \_\_\_\_\_

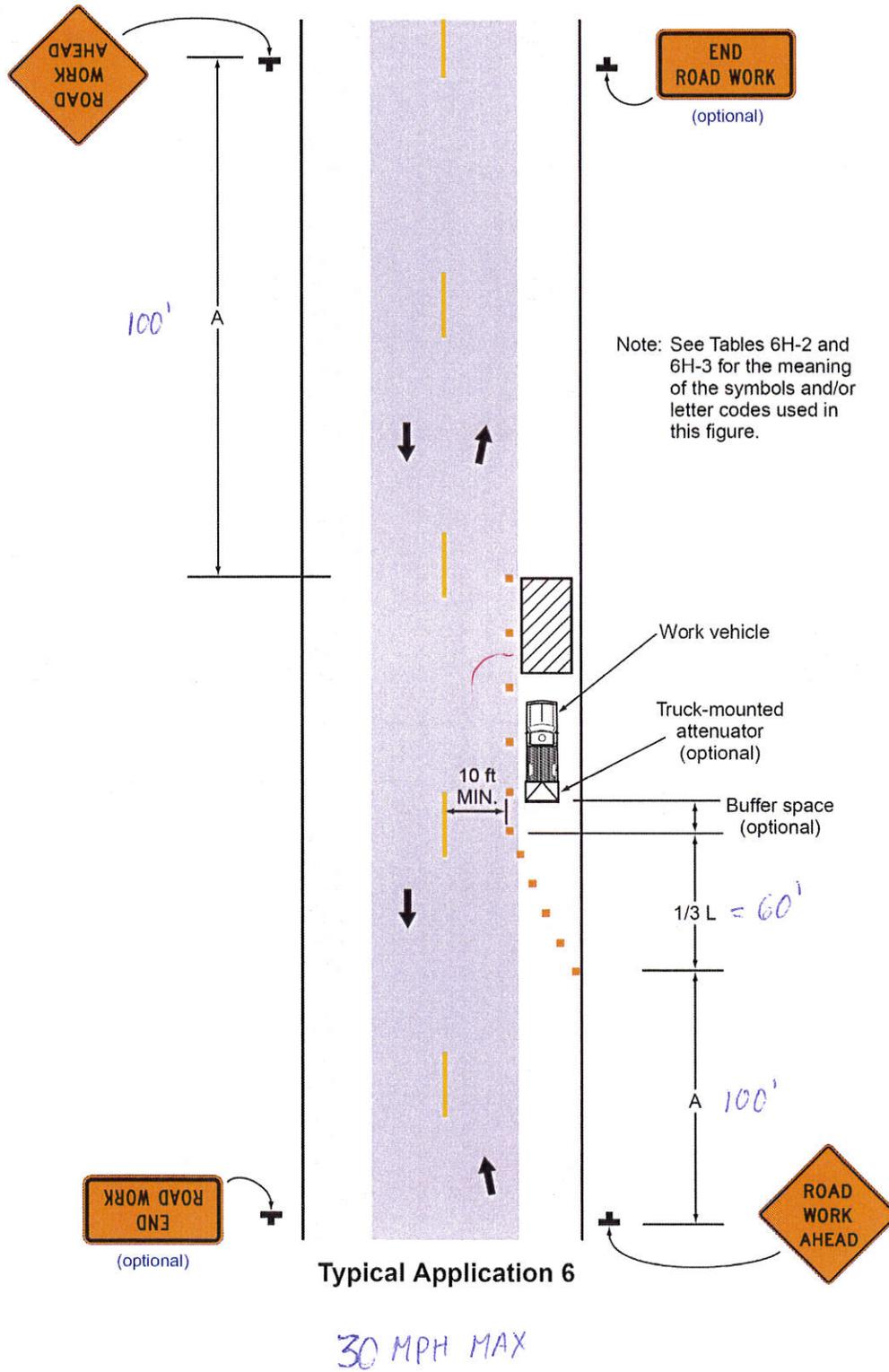
### In granting of this application, the permittee hereby agrees to:

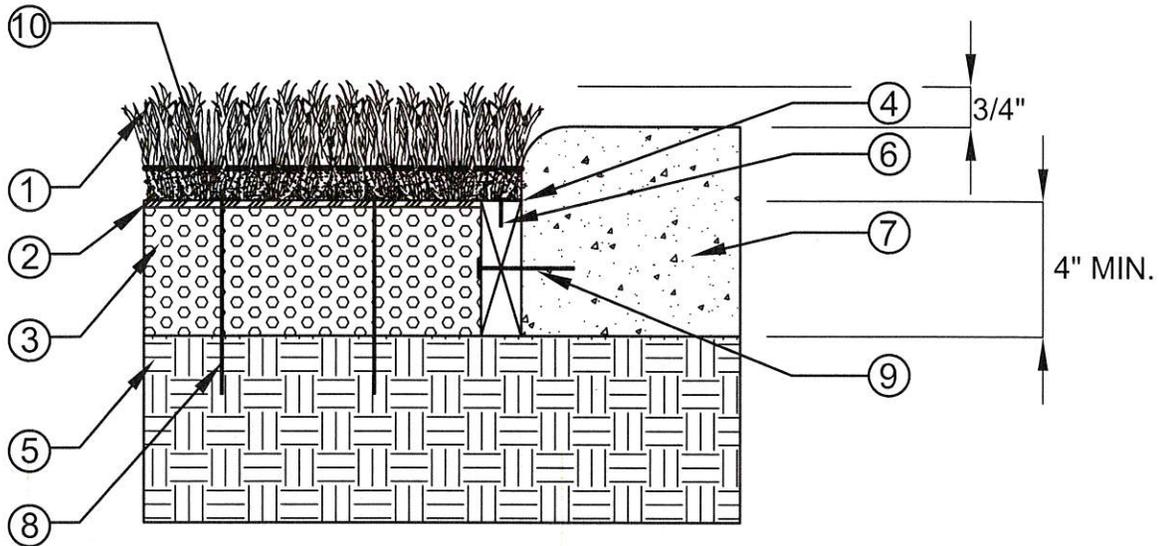
- Hours of work \_\_\_\_\_ (8:30 a.m. to 3:30 p.m. unless otherwise specified)
- NOTIFY THE COUNTY OF RIVERSIDE TRAFFIC SIGNAL SUPERVISOR DELANEY DAVEZAN AT 951-232-7293 OR AFTER HOURS 951-830-9196 48 HOURS PRIOR TO ANY WORK WITHIN 1,000 FEET OF A TRAFFIC SIGNAL.**
- The Public Right-of-Way Permit shall be presented upon demand to any City employee or agent at the site of work being performed. Failure to produce the permit shall be grounds for immediate suspension of work and immediate remedial measures, as may be determined necessary by the City.
- The Director of Public Works/City Engineer may impose, without prior notification, special conditions limiting the hours of operation or other conditions as deemed necessary to ensure the public health, safety or convenience. Violation of these or any other conditions may result in the immediate revocation of the permit and forfeiture of the cash deposit.
- Indemnify, defend and save the City, its authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to this application.
- Notify the City Public Works Inspector ( \_\_\_\_\_ ) at least 48 hours in advance of the time when work will be started, and upon completion of the work, immediately notify the City Public Works Inspector of such completion.
- Comply with County Ordinance No. 499, any amendments thereto, the terms and conditions of the permit, and all applicable rules and regulations of the City of Menifee and other public agencies having jurisdiction.
- The permittee shall accept full responsibility for complying with Federal, State and County environmental laws receiving any necessary environmental clearances and/or permits, prior to commencing any work as authorized by this permit.
- Remove all markouts from the public right-of-way.

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Approved By: \_\_\_\_\_

Extension to: _____	Approved By: _____	Date: _____
Final Inspection Approval By: _____		Date: _____
<b>Inspector Notes:</b>		

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)





**SECTION  
NO SCALE**

1. ARTIFICIAL GRASS FIBER (100% POLYETHYLENE MONOFILAMENT) WITH SECONDARY THATCH FIBER AND BACKING (SEE NOTE F)
2. PERMEABLE GEOTEXTILE WEED BARRIER
3. CRUSHED AGGREGATE BASE, CLASS II (COMPACT 90 %) / 3/4-INCH MINUS WITH FINES
4. 2 X 4 NAILER BOARD / RECYCLED COMPOSITE OR TREATED LUMBER
5. NATIVE SUBGRADE - LEVEL (COMPACT 90 %)
6. SCREWS TO ATTACH TURF TO NAILER (1-IN LENGTH MIN.)
7. CONCRETE CURB OR HARDSCAPE EDGE - TYP.
8. SPIKES AT 3 FEET O.C. TRIANGULAR SPACING
9. DOWEL NAILER BOARD TO CONCRETE (OR OTHER APPROVED CONNECTION)
10. INFILL (SEE NOTE C)

NOTES:

- A. TURF SHALL BE INSTALLED AND SEAMED WITH ADJACENT PIECES RUNNING IN THE SAME DIRECTION. ALL SEAMS SHALL HAVE SEAMING GLUE & 6-INCH WIDE SEAMING TAPE.
- B. SECURE TURF ON BASE W 6-INCH 60D FLAT HEAD GALV. NAILS 3 FEET ON INT. FIELD. USE 1-INCH TARPON SCREWS @ 12 INCHES O.C. ALONG PERIMETER NAILER.
- C. INFILL SHALL BE IN ACCORDANCE W/MANUFACTURER'S SPECIFICATIONS - WASHED SILICA SAND & CRYOGENIC RUBBER.
- D. POWER BROOMING IS THE LAST STAGE OF TURF INSTALLATION.
- E. MINIMUM PRODUCT WARRANTY SHALL BE 8 YEARS, WITH MIN. 15 YEAR LIFE EXPECTANCY.
- F. TURF BACKING SHALL BE 100 % PERMEABLE (NON-ABSORBENT).
- G. TURF SHALL BE FIRE RETARDANT, AND 100 % RECYCLABLE.
- H. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND CITY DEVELOPMENT CODE REQUIREMENTS.

APPROVED BY:

*Jonathan George Smith*

4/24/15

DIRECTOR OF PUBLIC WORKS  
JONATHAN GEORGE SMITH

DATE



CITY OF MENIFEE

**ARTIFICIAL TURF  
(PARKWAY AREA ONLY)**

REVISION	BY:	APPROVED	DATE

## INDEMNIFICATION & HOLD HARMLESS AGREEMENT

THIS AGREEMENT ("Agreement") is made and effective \_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ ("Indemnifier") and the CITY OF MENIFEE, a municipal corporation ("City").

### RECITALS

WHEREAS, Indemnifier desires to install artificial turf in an area that encroaches upon the City right-of-way commonly known as a parkway; and

WHEREAS, City requires full compliance with all City Municipal Codes and regulations; and

WHEREAS, Indemnifier has committed to installing and maintaining artificial turf in compliance with all City Municipal Codes, including City Municipal Code Chapter 9.86; and

WHEREAS, City will allow the installation of artificial turf on the parkway within the City right-of-way so long as the Indemnifier agrees to indemnify and hold City harmless from any liability that may result from the installation and maintenance of said artificial turf.

### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are an integral part of this Agreement, and are fully incorporated herein.

2. **Indemnification and Hold Harmless.** Indemnifier shall indemnify, defend, and hold harmless City and its elected and appointed officials, officers, employees, agents, contractors, and consultants ("City Parties") from and against any and all claims, actions, or suits for damages to persons or property, losses, costs, penalties, obligations, errors, or omissions that may be asserted or claimed by any person, firm, or entity and any other liabilities whether actual or threatened ("Claims and Liabilities") in connection with, or which may result, directly or indirectly, from the installation of, maintenance of, or the failure to maintain artificial turf on the parkway within the City right-of-way. Indemnifier waives his/her/its rights to make any of the above claims against the City Parties.

In addition, Indemnifier assumes any and all risks of injury, death, and property damage incurred in carrying out the installation and maintenance of artificial turf on the parkway within the City right-of-way.

In connection with Indemnifier's obligation to indemnify, defend, and hold the City Parties harmless, where applicable:

a. Indemnifier shall defend any action or actions filed in connection with any of said Claims or Liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

b. Indemnifier shall promptly pay any judgment rendered against the City Parties for any such Claims or Liabilities; and Indemnifier agrees to save and to hold the City Parties harmless therefrom; and

c. In the event that City Parties are made a party to any actions or proceeding filed or prosecuted against Indemnifier for damages or other claims, Indemnifier agrees to pay to the City Parties any and all reasonable costs and expenses incurred by City Parties in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

3. **Security.** Indemnifier shall provide security in a form and amount acceptable to the City Attorney to install artificial turf on the parkway within the City right-of-way.

4. **Standard for Installation of Artificial Turf.** Indemnifier shall install artificial turf on the parkway within the City right-of-way in conformity the City's Standard Plan No. 1301.14 for Artificial Turf (Parkway Area Only), which is attached hereto as Exhibit A, and the provisions of City Municipal Codes, including City Municipal Code Chapter 9.86.

5. **Maintenance of Artificial Turf.** Indemnifier shall at all times comply with the provisions City Municipal Codes, including City Municipal Code Chapter 9.86, with respect to the maintenance of artificial turf on the parkway within the City right-of-way.

6. **City Right-of-Way.** Indemnifier acknowledges and agrees that nothing in this Agreement alters or restricts City's rights with respect to the City right-of-way. Indemnifier acknowledges that City may need to perform work on, in, or under the parkway within the City right-of-way, and City will have no obligation whatsoever to repair or re-install any artificial turf removed or damaged by City within the City right-of-way. Indemnifier acknowledges and agrees that it is the sole responsibility of Indemnifier to maintain, repair, or re-install artificial turf on the parkway within the City right-of-way in compliance with all City Municipal Codes, including City Municipal Code Chapter 9.86.

7. **Severability.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.

8. **Choice of Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Any legal action arising

in any way in connection with this Agreement shall be filed in the County of Riverside, California.

9. **Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between City and Indemnifier with respect to the subject matter set forth herein and supersedes any prior discussions, negotiations, and agreements with respect thereto. This Agreement may be amended or modified only by a written agreement executed by both Parties. No waiver of any of the terms of this Agreement shall be effective or binding unless in writing and executed by an authorized representative of the Party waiving its rights hereunder.

10. **Attorneys' Fees.** In the event of any dispute between the parties hereto arising out of the terms of this Agreement, the prevailing party in such dispute shall be entitled to recover from the other all costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all costs of enforcement and/or collection of any judgment; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

11. **Successors.** This Agreement shall be binding upon the heirs, executors, administrators, successors, transferees, and assigns of the parties. Indemnifier may not assign this Agreement without the express written consent of City.

12. **Execution of Contract.** The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES OF FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**INDEMNIFIER**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

[NOTE: If the Indemnifier is a corporation we need two officers' signatures and their titles. If a partnership, we need that person's title. If an individual, we don't need a title.]

**CITY OF MENIFEE**

By: \_\_\_\_\_

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

**EXHIBIT A**

**City's Standard Plan No. 1301.14 for Artificial Turf (Parkway Area Only)**

[SEE ATTACHED]