

**NOTICE OF MEETING  
BUILDING APPEALS AND ADVISORY  
BOARD  
MONDAY, MARCH 26, 2018  
TURK CANNADY BRIEFING ROOM-  
1<sup>ST</sup> FLOOR  
285 UPTOWN BLVD., BUILDING 100  
7:00 P.M.**

*MISSION STATEMENT: The mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.*

*VISION STATEMENT: We envision Cedar Hill as a premier city that retains its distinctive character, where families and businesses flourish in a safe and clean environment.*

- I. Call Meeting to Order
- II. Approve the meeting minutes for December 18, 2017.
- III. Closed Session called pursuant to Section 551.071 (2) of the Texas Government Code. Consultation with attorney on a matter in the attorney's duty of confidentiality to the Building Appeals and Advisory Board, pursuant to the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, clearly conflicts with the provisions of the Texas Open Meetings Act.
- IV. Review and consider a request by Charlene Nijmen, Green Education Foundation for an exception to the Cedar Hill Code of Ordinance Section 10-108(e) to allow a donation collection container measuring 20 ft. x 8 ft. and 8.5 ft. in height on Lot 6, Block A, Acs 2.57, Pleasant Run Towne Crossing, more commonly known as 747 N. J Elmer Weaver Frwy.
- V. Review and consider a request by Kathy Creech, Starlite Sign for an exception to the Cedar Hill Code of Ordinance Section 4-244 (2) b.1 and b.4 to allow a single sign greater than 100 sq. ft. and a sign letter or logo greater than 30" in height on Lot 8RA1, Block C, Acs 15.595 Cedar Hill Crossing more commonly known as 432 N J Elmer Weaver Frwy.

MAYOR, ROB FRANKE • MAYOR PRO TEM, STEPHEN MASON • DANIEL C. HAYDIN, JR. • JAMI MCCAIN  
CHRIS PARVIN • CLIFFORD R. SHAW • WALLACE SWAYZE • CITY MANAGER, GREG PORTER

- VI. Review and consider the property at Lot 29, Block D Northwood Trails Inst. 2 more commonly known as 426 Northwood Trails a public nuisance and direct staff to abate the nuisance.
- VII. Review and consider the property at Lot 5, Block 4, Highlands North Phase 2 more commonly known as 746 Lowe St. a public nuisance and direct staff to abate the nuisance.
- VIII. Adjourn.

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 15<sup>th</sup> of March 2018.



**Jeanette Cosme**

Permit Tech/Executive Assistant

This facility is wheelchair accessible. Handicapped parking is also available. To arrange for sign interpretative services or special accommodations, please call 972-291-5100 Ext. 1081 or (TDD) 1-800-RELAY TX (1-800-735-2989), at least 48 hours in advance of the meeting.

**"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY"**

**"CONFORME A LA SECCIÓN 30.07, DEL CÓDIGO PENAL (ENTRADA SIN AUTORIZACIÓN POR TITULAR DE LICENCIA CON UNA PISTOLA VISIBLE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DE GOBIERNO (LEY DE LICENCIAS DE PISTOLAS), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA VISIBLE"**

PREMIER STATEMENTS

*Cedar Hill is Safe*

*Cedar Hill is Clean*

*Cedar Hill has Vibrant Parks and Natural Beauty*

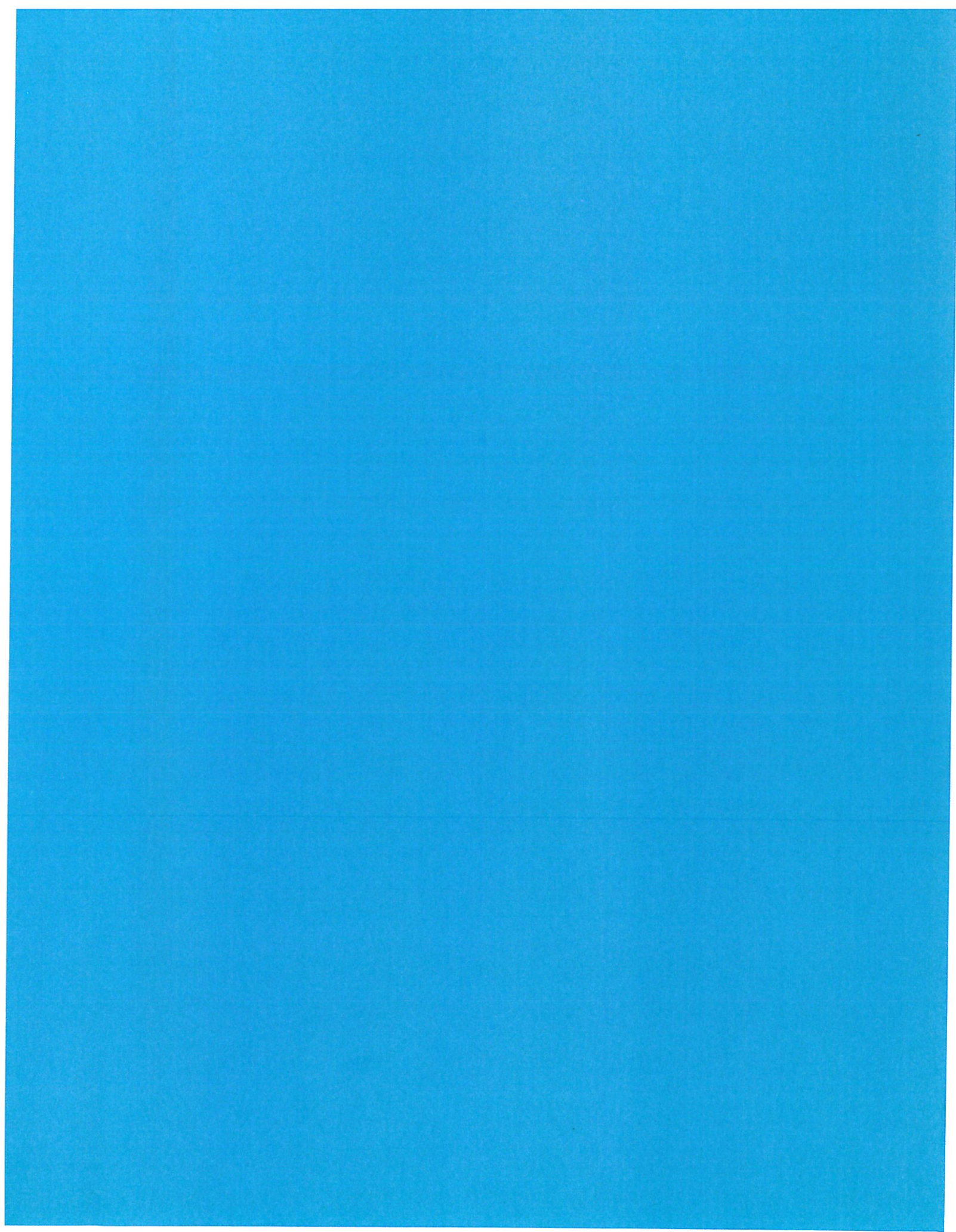
*Cedar Hill has Excellent, Safe and Efficient Mobility*

*Cedar Hill has a Strong and Diverse Economy*

*Cedar Hill has Texas Schools of Choice*

MAYOR, ROB FRANKE • MAYOR PRO TEM, STEPHEN MASON • DANIEL C. HAYDIN, JR. • JAMI MCCAIN  
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**Building Appeals & Advisory Board  
Meeting Minutes  
Monday, December 18, 2017  
Court Room, Government Center**

Members Present

Jack Frost  
Mike Bechdol  
David McDaniel  
Joe Pitt  
Mark Dale  
Tom Tahaney

Staff Present

Johnny Kendro  
Gail Lux

Members Absent

Deborah Fulwiler  
George Ferguson

**I. Call meeting to order.**

Chairman Joe Pitt called the meeting to order at 7:01pm declaring it an open meeting and that all notices had been properly posted and verified.

**II. Approve minutes of the November 20, 2017 meeting.**

Jack Frost made a motion to approve the minutes for the November 20, 2017 meeting. Mark Dale seconded the motion. The motion was approved by all.

**III. Review and consider a request by Donald Ramsey for an extension on the completion date for the house at 2415 Amber Leaf Court to June 15, 2018.**

Chairman Pitt opened the public hearing for anyone wishing to speak in favor of this request.

Racheal Khirallah, the attorney for the property owner, spoke in favor of the request by Donald Ramsey. She said that Mr. Ramsey respects the requirements of the city and the Homeowners Association. She said Mr. Ramsey has been working on the house and made some progress. She showed the board pictures of the house in May of 2017 and also what it looks like today. She said Mr. Ramsey knows that the neighbors, the HOA and the city are all frustrated with the slow progress on the construction of the house. Ms. Khirallah said Mr. Ramsey is begging for mercy from the board.

Jack Frost asked Mr. Ramsey why he thinks he can finish the house now but could not do it earlier this year. Mr. Ramsey said he did not have



funding for the house earlier this year. He said the work that has been completed on the house has been paid for out of his own pockets. He said he now has funding for the house construction.

David McDaniel said that he does not think that Mr. Ramsey can get the house completed by June 15, 2018. He said he is not sure what action the board should take at this point.

Jack Frost proposed the Mr. Ramsey should focus on the outside of the house. He proposed that Mr. Ramsey complete the exterior of the structure by March 31, 2018. He said that would mean installation of all doors and windows, roof covering, brick exterior walls, pour driveways and sidewalks.

David McDaniel proposed tabling this for a few weeks so that Mr. Ramsey can get a schedule worked out for the completion of this project.

Jack Frost made a motion that an extension be granted for Mr. Ramsey until March 31, 2018 to complete the exterior of the house. The following items must be completed; exterior of the house bricked, all windows and doors installed, concrete driveway and sidewalks poured. The board will meet on April 2, 2018 to review the progress and receive Mr. Ramsey's schedule for the completion of the house. David McDaniel seconded the motion. All approved the motion.

**IV. Consider declaring the property at Lot 13, Block 16, Waterford Oaks Phase 1 more commonly known as 215 Waterford Oaks Drive a public nuisance and direct staff to abate the nuisance.**

Chairman Pitt opened the public hearing for anyone wishing to speak in favor of this request.

Mr. Kendro reviewed the fence violation, time line and the pictures of the violation. He said the property owner was issued a citation. He asked the board to declare the property a public nuisance and direct staff to abate the nuisance.

Chairman Pitt opened the meeting for anyone wishing to speak in opposition to the request no one spoke and the public hearing was closed.

Jack Frost made a motion to declare the property at 215 N Waterford Oaks Drive a public nuisance and directed staff to give the property owner a 14 day notice and if violation is not resolved directed staff to abate the nuisance. David McDaniel seconded the motion. The motion was approved by all.

**V. Consider declaring the property at Lot 26, Block 2, Creekside at High Pointe more commonly known as 1606 Allen Drive a public nuisance and direct staff to abate the nuisance.**

Chairman Pitt opened the public hearing for anyone wishing to speak in favor of this request.

Johnny Kendro spoke in favor of the request. He said this property has large amount of trash and debris in the backyard, the violation was discovered on July 3, 2017. The code officer has issued two citations. The property remains in violation. The board reviewed the violation timeline and the pictures of the violation taken today.

Chairman Pitt opened the meeting for anyone wishing to speak in opposition to the request no one spoke and the public hearing was closed.

Jack Frost made a motion to declare the property at 1606 Allen Drive a public nuisance and directed staff to give the property owner a 14 day notice and if violation is not resolved directed staff to abate the nuisance. David McDaniel seconded the motion. The motion was approved by all.

**VI. Consider declaring the property at Lot 2, Block 9, Shadybrook 2<sup>nd</sup> INST more commonly known as 827 Shady Brook Drive a public nuisance and direct staff to abate the nuisance.**

Chairman Pitt opened the public hearing for anyone wishing to speak in favor of this request.

Johnny Kendro spoke in favor of the request. He said the fence violation was discovered on September 22, 2017. He said on the property has a fence down on the left side of the house. The property owner was issued a citation. The property remains in violation.

The board reviewed the pictures of the property and the violation timeline. Mr. Kendro asked the board to declare the property a public nuisance and direct staff to abate the nuisance.

David McDaniel made a motion to declare the property at 827 Shady Brook Drive a public nuisance a directed staff to give the property owner a 14 day notice and if the issue is not resolved directed staff to abate the nuisance. Tom Tahaney seconded the motion. All approved the motion.

**VII. Adjourn.**



Mark Dale made a motion to adjourn. Jack Frost seconded the motion.  
The motion was approved by all.

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Johnny Kendro

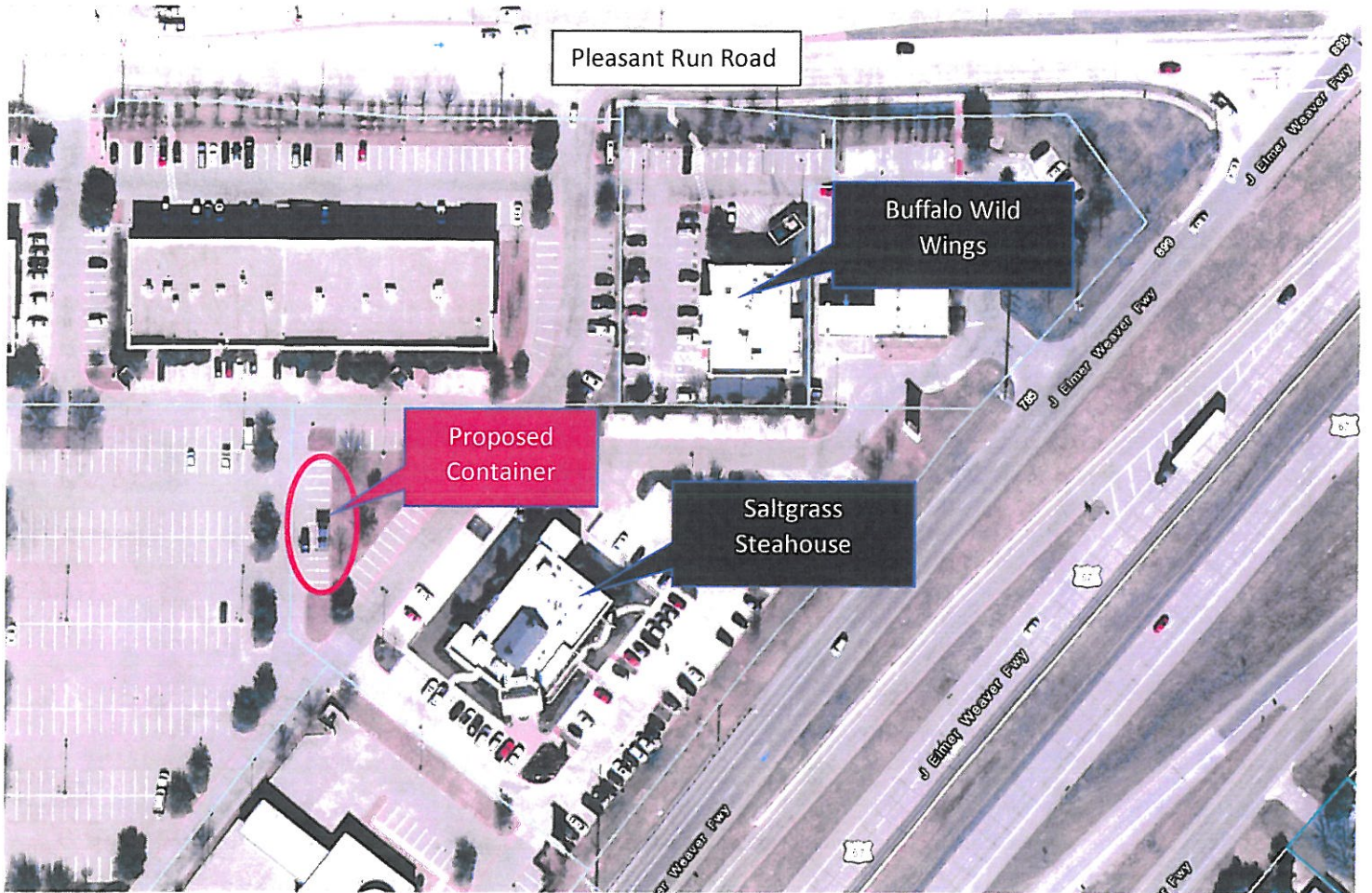
The first part of the paper discusses the importance of the research and the objectives of the study. It then proceeds to a literature review, followed by a description of the methodology used. The results of the study are presented in the next section, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The research was conducted in a laboratory setting, using a series of experiments to measure the effects of different factors on the outcome. The results show that there is a significant difference between the two groups, with the first group showing a higher level of performance than the second group. This difference is attributed to the differences in the experimental conditions, which were carefully controlled to ensure the validity of the results.

The findings of the study have important implications for the field of research, as they provide a clear and concise summary of the current state of knowledge. They also highlight the need for further research in this area, as there are still many questions that need to be answered. The paper concludes with a list of references, which provide a comprehensive overview of the literature on the topic.



## 747 N. Elmer Weaver Fwy



**ORDINANCE NO. 2017-633**

**AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, REPEALING CHAPTER 10, ARTICLE VII "DONATION COLLECTION CONTAINERS" OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS; AND REPLACING SAME WITH NEW DONATION COLLECTION CONTAINER REGULATIONS; REQUIRING PERMITS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVEARANCE CLAUSE; PROVIDING FOR INCORPORATION INTO THE CEDAR HILL CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.**

**WHEREAS**, the City of Cedar Hill, Texas, is a home-rule municipality within the State of Texas, with full power of local self-government; and

**WHEREAS**, large amounts of donated material left outside of donation containers, such as clothing and other household materials and items, have the potential to become a larger illegal dumping issue and eyesore; and

**WHEREAS**, on September 22, 2015, the City Council voted on and approved Ordinance No. 2015-570 thereby adopting regulations pertaining to the donation collection containers in the City; and

**WHEREAS**, there have been numerous legal challenges to donation collection container ordinances around the country and resulting appeals and court decisions; and

**WHEREAS**, the City Attorney and City Staff have recommended numerous revisions to the City's current donation collection container ordinance in order to ensure compliance with the current status of state and federal law; and

**WHEREAS**, due the number of recommended revisions, the City Attorney advises that it would be more efficient to repeal and replace the existing donation collection container ordinance rather than prepare a more complex ordinance amendment; and

**WHEREAS**, the City Council of the City of Cedar Hill finds and determines that it is in the best interest of the public health, safety and welfare of the citizens of Cedar Hill to enact the new donation collection container regulations, including permit requirements, to ensure accountability of property owners and non-profit organizations for the maintenance, upkeep and servicing of donation collection containers.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THAT:**

**SECTION 1. REPEAL OF CHAPTER 10, SECTION VII, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS**



Chapter 10, Article VII, of Code of Ordinances of the City of Cedar Hill, Texas, is hereby repealed in its entirety.

## **SECTION 2. ADOPTION OF NEW CHAPTER 10, ARTICLE VII, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS**

The following provisions are hereby adopted as Chapter 10, Article VII of the Code of Ordinances of the City of Cedar Hill, Texas:

### **ARTICLE VII. - DONATION COLLECTION CONTAINERS**

#### **Sec. 10-106. - Definitions.**

In this article:

*Agent* means a person who has contractual or other written authorization of a property owner to act on the owner's behalf for all activities and transactions regarding the property.

*City* means the City of Cedar Hill, Texas.

*Donation collection container* or *donation bin* means any attended or unattended receptacle made of metal, plastic, wood or other material for permanent or temporary use, designed or intended for the collection of unwanted or salvageable textiles, clothing, shoes, books, household goods, or other items of personal property.

*Lessee* means a person who leases property from an owner with full authorization to control all activities on the owner's property.

*Operator* means any person or organization who owns, operates, or is otherwise in control of a collection container located in the city.

*Owner* means the person having legal title to property and also any and all persons shown as an owner of a property on the current county appraisal district records.

*Person* means an individual, partnership, association, firm, company, corporation or organization of any kind.

*Parcel* or *Premises* means a single lot or tract of land.

*Principal activity* means an activity that fulfills the primary function of an establishment, institution, or other entity.

*Principal building* means a main building that is occupied by a principal activity.

*Registrant* means any person, business entity or corporation that registers a donation collection container and is issued a permit pursuant to the provisions of this chapter.

*Uptown Overlay* means the area within the boundaries of FM 1382, North Clark Road, Highway 67, Tidwell Street, Cedarview Drive, BNSF Railroad Right-of-Way, Bradenburg Street, Carrell Street, West Belt Line Road, Meadowridge Drive, Harrington Drive, North Broad Street, Wylie Street, and Straus Road.

#### **Sec. 10-107. - Purpose.**

The City has experienced a proliferation of collection containers and their placement in required

parking spaces, required landscaped areas, and in or near residential zoning districts of the City, often without the property owner's permission. The proliferation of these containers contribute to visual clutter, and in areas throughout the City, collection containers have contributed to blight due to graffiti and poor maintenance, and the accumulation of debris and excess items outside of the collection containers. The purpose of these regulations is to promote the health, safety, and/or welfare of the public, and protect the property rights of the owners of premises on which the collection containers are located, by providing minimum blight-related performance standards for the operation of collection containers, including establishing criteria to ensure that (1) material is not allowed to accumulate outside of the collection containers, (2) the collection containers remain free of graffiti and blight, (3) the collection containers are maintained in sanitary conditions, (4) the collection containers are not placed without the approval of premises owners, (5) contact information is readily available so that the operators can be contacted if there are any blight-related questions or concerns, and that operators properly report information concerning the diversion of materials from landfills. This ordinance regulates the size, number, placement, installation and maintenance of collection containers, as is necessary to accomplish the foregoing purposes.

#### **Sec. 10-108. – Permitted Donation collection containers.**

- (1) A person or organization is permitted to place a collection container on a parcel in accordance with the provisions of this section:
  - (a) A donation collection container is only permitted on a lot that also contains a principal building that contains at least one operating business or other lawful, ongoing activity.
  - (b) No more than one donation collection container is permitted per parcel unless documented evidence is submitted to the director of code enforcement that a second bin is required due to the volume of items delivered to the site. A donation collection container must be operating at the site for at least ninety (90) days in order to establish that a second donation collection container is required. Both donation collection containers shall have the same operator/owner.
  - (c) The donation collection container(s) shall be appropriately located so as not to interfere with visibility triangles, on-site vehicle or pedestrian circulation, required setbacks, landscaping, parking, and any other requirements that may have been imposed as part of the site plan approval for the premises, and shall be placed on an improved surface.
  - (d) The donation collection container(s) shall be of the type that are enclosed by use of a receiving door and locked so that the contents of the bin(s) may not be accessed by anyone other than those responsible for the retrieval of the contents.
  - (e) Each donation collection container shall not cover a ground surface area in excess of five (5) feet by five (5) feet (25 square feet), nor be more than six (6) feet in height.
  - (f) No collection container shall be located within 1,000 feet from any other collection container.
  - (g) Each collection container must be serviced not less than once weekly between 7:00 a.m. and 7:00 p.m. on weekdays and 10:00 a.m. and 6:00 p.m. on weekends. Servicing shall include maintenance of the container, the removal of collected material, and the abatement of graffiti, litter or other nuisance condition prohibited by the Cedar Hill Code of Ordinances.



- (h) The area around the collection container is the responsibility of both the owner of the container and the property owner and must be maintained free of trash, debris, and unwanted items.
- (i) Donation collection containers are only allowed in the I-Industrial, IP-Industrial Park, C-Commercial and LR-Local Retail zoning districts, save and except for local retail zoning within the Uptown Overlay. No collection container shall be located within three hundred (300) feet of a residentially zoned premises.
- (j) A donation collection container shall not be located within a public right-of-way.
- (k) A donation collection container shall not be placed in a parking space required by the site plan for the premises.
- (l) A donation collection container shall not be located within a setback of 50 feet from any public roadway.
- (2) If any donation collection container is placed without a permit, or if an inspection reveals that such container is not in compliance with this section, enforcement and abatement shall take place as generally provided under this article.

**Sec. 10-109 - Permit required.**

- (1) (a) With the exception of donation collection containers described in subsection (b) below, a permit shall be required for each donation collection container placed and operated within the City of Cedar Hill. The permit shall be issued by the code enforcement department, within thirty (30) business days if it is determined by the code enforcement department that:
  - (i) Each collection container is for a lawful use;
  - (ii) The proper types of collection containers are being used as described by this section;
  - (iii) The collection containers are being placed in a proper location as described by this section;
  - (iv) The owner, agent or lessee of the premises has provided written consent to place a collection container on the premises;
  - (v) Name, address and phone number of the person or organization operating the collection container will be displayed on each donation collection container.
- (b) Donation collection containers that are entirely enclosed within a principal building or are accessory to a principal activity on a property owned or leased by the operator of the container shall not require a permit. However, donation collection containers that are accessory to a principal activity on a property owned or leased by the operator of the container shall meet all of the requirements of Section 10-108 of this ordinance.
- (2) A person or organization desiring a donation collection container permit under this article shall file an application with the code enforcement department on a form furnished by the code enforcement department.
- (3) The application shall require the following:
  - (a) The applicant's name, business name and business address.

- (b) If the applicant is a partnership, the full name and residence address of each partner.
  - (c) If the applicant is a corporation, or other form of legal entity, the full name and principal business address of the entity, and the name, address, e-mail address and telephone number of an authorized representative of the entity.
  - (d) A description of the donation collection container(s) to be covered by the permit.
  - (e) If the applicant is not the owner, agent or lessee of the parcel upon which the donation collection container(s) is to be located, the written consent of the owner, agent or lessee of the parcel shall be attached to the application.
  - (f) A site plan containing:
    - i. The location and dimensions of the parcel boundaries;
    - ii. The location of all buildings;
    - iii. Distance between the proposed collection container and parcel lines and buildings; and
    - iv. The location and dimensions of all existing and proposed driveways, garages, carports, parking spaces, maneuvering aisles or lanes; pavement and pavement striping/markings.
  - (g) The signature of the applicant and the owner, agent or lessee of the parcel acknowledging that they shall be equally responsible for compliance with all applicable laws, ordinances, and regulations relating to collection containers and property maintenance.
- (4) A permit fee of two hundred dollars (\$200.00) shall be assessed for each new or additional collection container placed within the City of Cedar Hill. The permit shall expire on each annual anniversary of the permit and a renewal permit fee of one hundred dollars (\$100.00) shall be required for each donation collection container. Each donation collection container shall display a current approved sticker provided by code enforcement department. The relocation of a permitted donation collection container on the same parcel during a permit year, that otherwise conforms to the requirements of this ordinance, will not require a permit fee until the annual renewal.

#### **Sec. 10-110. – Enforcement; Violations and Penalties.**

- (1) Any person who violates any provision of this ordinance is guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars (\$500.00). However, a fine for the violation of a provision of this chapter that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed two thousand dollars (\$2,000.00). Each day that an unmitigated violation of this ordinance is committed, continued, or permitted shall constitute a separate, punishable offense. A violation of this ordinance includes, but is not limited to:
  - a. Unpermitted placement of a collection container;
  - b. Failure to service a collection container as required under this ordinance; or
  - c. Placing a collection container on the Premises of another person without that person's consent.

- (2) Nothing in this article shall preclude the City's pursuit of any and all other remedies allowed under civil and criminal statutes, and in equity, to address conditions which are treated in this article, under the theory of public nuisance or public health and safety. Neither shall the city be required, nor prohibited, to issue criminal citations before, after, or during any proceeding prescribed in this article. Specifically, in addition to provisions of this article, the City asserts full authority to exercise its right to remedies under all provisions of the Texas Local Government Code, including, but not limited to, Chapter 54, Subchapter B, Municipal Health and Safety Ordinances, in prosecution of civil suits for enforcement, injunctive relief, and civil penalties to remedy conditions of public concern described in this article.
- (3) If a registrant receives more than three (3) convictions within one calendar year the permit may be suspended by the director of code enforcement. The director of code enforcement shall request a hearing with the building appeals and advisory board for the permit to be revoked and, if applicable, the nuisance abated.
- (4) If a registrant receives more than three (3) convictions within one calendar year, the renewal of the permit may be refused by the director. The director of code enforcement shall give notice to the registrant in writing of the refusal of renewal. The registrant may appeal the decision of the director of code enforcement to the building appeals and advisory board in writing with fifteen (15) days from the notice of refusal of renewal. In the event that the building appeals and advisory board upholds the refusal of renewal the owner shall have seven (7) days to remove the donation collection container from the property it is located on.

**Sec. 10-111. - Joint and several liability for violations.**

The registrant, owner, agent, lessee or any other person in control of the property where the collection container is located and the person or entity which owns, maintains, or operates the collection container shall be jointly and severally liable for a violation of this article.

**Sec. 10-112. - Appeals.**

The owner or registrant may appeal the decision of the director of code enforcement to suspend or deny the issuance or renewal of a permit to the building appeals and advisory board. Any such appeal must be made in writing and within thirty (30) days following the date of the decision to suspend or deny the issuance or renewal of a permit. The decision of the board shall be final.

**Sec. 10-113 to 10-120. Reserved for expansion.**

**SECTION 3. PENALTY**

Any person, firm, corporation violating any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction in the Municipal Court shall be subject to a fine not to exceed the sum of Two Thousand Dollars (\$2,000), and each and every day that such violation continues shall constitute a separate offense.

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**SECTION 4. SAVINGS CLAUSE**



In the event that any other Ordinance of the City of Cedar Hill, Texas, heretofore enacted is found to conflict with the provisions of this ordinance, this ordinance shall prevail.

#### **SECTION 5. SEVERANCE CLAUSE**

Should any word, phrase, sentence, paragraph or section of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions of this Ordinance and the amendments herein shall remain in full force and effect.

#### **SECTION 6. INCORPORATION INTO CODE OF ORDINANCES**

The provisions for this Ordinance shall be included and incorporated in the Code of Ordinances, City of Cedar Hill, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

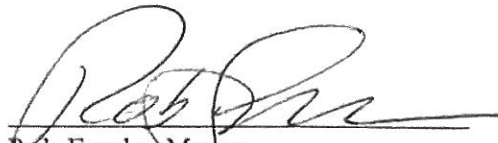
#### **SECTION 7. EFFECTIVE DATE**

This Ordinance shall take effect immediately from and after its date of passage and approval.

#### **SECTION 8. PUBLICATION**

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.


**PASSED, APPROVED and ADOPTED** by the City Council of Cedar Hill, Texas, on this the 14th day of November, 2017.

  
Rob Franke, Mayor

**ATTEST:**

  
Belinda Berg, City Secretary

**APPROVED AS TO FORM:**

  
Ron G. MacFarlane, Jr., City Attorney



## Green Education Foundation

1177 Branham Ln. #198 San Jose, CA 95118 | [Www.RecyclingEdu.Org](http://www.RecyclingEdu.Org)  
Office: (860) 891-9043 | Fax: (855) 299-8293 | 501c3 Non-profit Public Charity

February 2, 2018

Dear Stacey Graves, Neighborhood Services Director,

In accordance with ordinance 10-112 Green Education Foundation would like to appeal the denial issued on January 25, 2018 regarding our NDRS (Neighborhood Donation Recycling Station) located at 747 N Hwy. 67 Cedar Hill, TX 75104.

Thank you and we hope to be able to remain a part of the community!

  
Charlene Nijmeh, Chairwoman



January 25, 2018

Green Education Foundation  
1177 Branham Lane #198  
San Jose, CA 95118

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY															
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>		<p>A. Signature <input checked="" type="checkbox"/> <i>Nehal Shah</i> <input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>Nehal Shah</i> C. Date of Delivery <i>1/29/18</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>															
<p>1. Article Addressed to: <i>Green Education Foundation</i> <i>1177 Branham Lane</i> <i>#198</i> <i>San Jose, CA 95118</i></p> <p>9590 9402 3115 7166 8804 77</p> <p>7017 2400 0000 4279 5697</p>		<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation</td></tr><tr><td><input type="checkbox"/> Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> All Restricted Delivery</td><td></td></tr></table> <p>(over \$500)</p>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation	<input type="checkbox"/> Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> All Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
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<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation																
<input type="checkbox"/> Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> All Restricted Delivery																	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Re: Donation Collection Container Application  
Location 747 N US Hwy 67

To Whom it May Concern,

The City of Cedar Hill has reviewed the submitted application for a donation collection container permit. The application is denied for the following reasons:

1. The donation collection container, which is currently located on the subject property without a permit, does not comply with the size requirements set forth in Section 10-108 of the City's Code of Ordinance; and
2. Failure to submit a site plan in accordance with Section 10-109 of the Code of Ordinances.

The current, non-permitted and non-compliant donation container must be removed within 30 days of the date of this letter. Failure to remove the container will result in the imposition of penalties and legal processes under Section 10-110 of the Code of Ordinances.

Please see enclosed the regulations for donation collection containers. Should you have any questions I can be contacted at 972-291-5100 ext 1094.

Sincerely,

*Stacey Graves*  
Stacey Graves  
Director of Neighborhood Services

Certified Mail 7017 2400 0000 4279 5697  
5 Day Return Receipt Requested

MAYOR, ROB FRANKE • MAYOR PRO TEM, STEPHEN MASON • CHRIS PARVIN • JAMI MCCAIN  
DANIEL C. HAYDIN, JR. • CLIFFORD R. SHAW • WALLACE SWAYZE • CITY MANAGER, Gregory Porter





To: Stacey Graves and Tina Mitchell

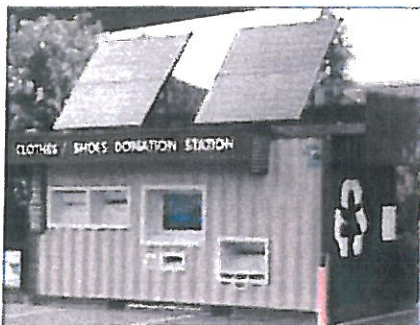
December 18, 2017

Dear Stacey and Tina,

My name is Kayla and I am the National NDRS Director for Green Education Foundation. I am sending this letter on behalf of our Chairwoman, Charlene. Green Education Foundation would like to apply to fundraise in Cedar Hill, Texas to raise money for our educational programs. Our programs depend on our collection of used textiles for funding. We do this by collecting with our "Neighborhood Donation Recycling Station". **Without this fundraising, we would not have the revenue to fund our Green Educational Programs, our Backpack / School Supply Giveaways, our field trips, etc. This program is crucial to our mission of "Green Education."**

Green Education Foundation essentially fundraises in the same manner as most non-profits recycling textiles, except we do so using a more expensive; state-of-the-art collection box. We use this larger unit in order to address the numerous complaints of Cities across the country regarding dumping outside the box and graffiti. We refurbished a 20-foot shipping container, and added an off-grid solar powered system in order to power cameras that monitor the site 24 hours a day. This system offers a more secure, safe and professional system for the reclamation of textiles.

**The main issue** is the size of our unit. Since we require a minimum footprint in order to stage our solar system, the size requirement is larger than a traditional bin. Our footprint is 20ft L x 8ft W x 8ft 6in H (about 47 Cubic yards). The size required is necessary to have a unit that is monitored 24 hours a day inside and out, utilizes renewable energy, and rather than using new material (thus taxing our natural resources), repurposes our existing materials that would otherwise be rusting away in our ports.



I would like to request Green Education Foundation be given a permit to operate our units in the City of Cedar Hill and would be grateful to remain a part of your community.

Thank you for your time



Code Enforcement Department

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972.291.5100 Ext. 1090  
F. 972.291.7250

December 18, 2017

Inland Western Cedar Hill LTD% Tax Dept  
1510 West Loop S  
Houston, TX 77027

Re: Donation Containers located at 747 N Hwy 67, Cedar Hill, TX 75104

To Whom it May Concern,

The City of Cedar Hill has adopted regulations for the placement and permitting of donation containers in the City. The Code Enforcement Department has found donation container(s) located on the referenced property.

Please see attached regulations for your review. If the donation container does not meet the regulations, please remove the container immediately. If you would like to apply for a permit for the donation container, please complete the attached permit application and submit within ten (10) days of the date of this letter.

Should you have any questions I can be contacted at 972-291-5100 ext. 1096.

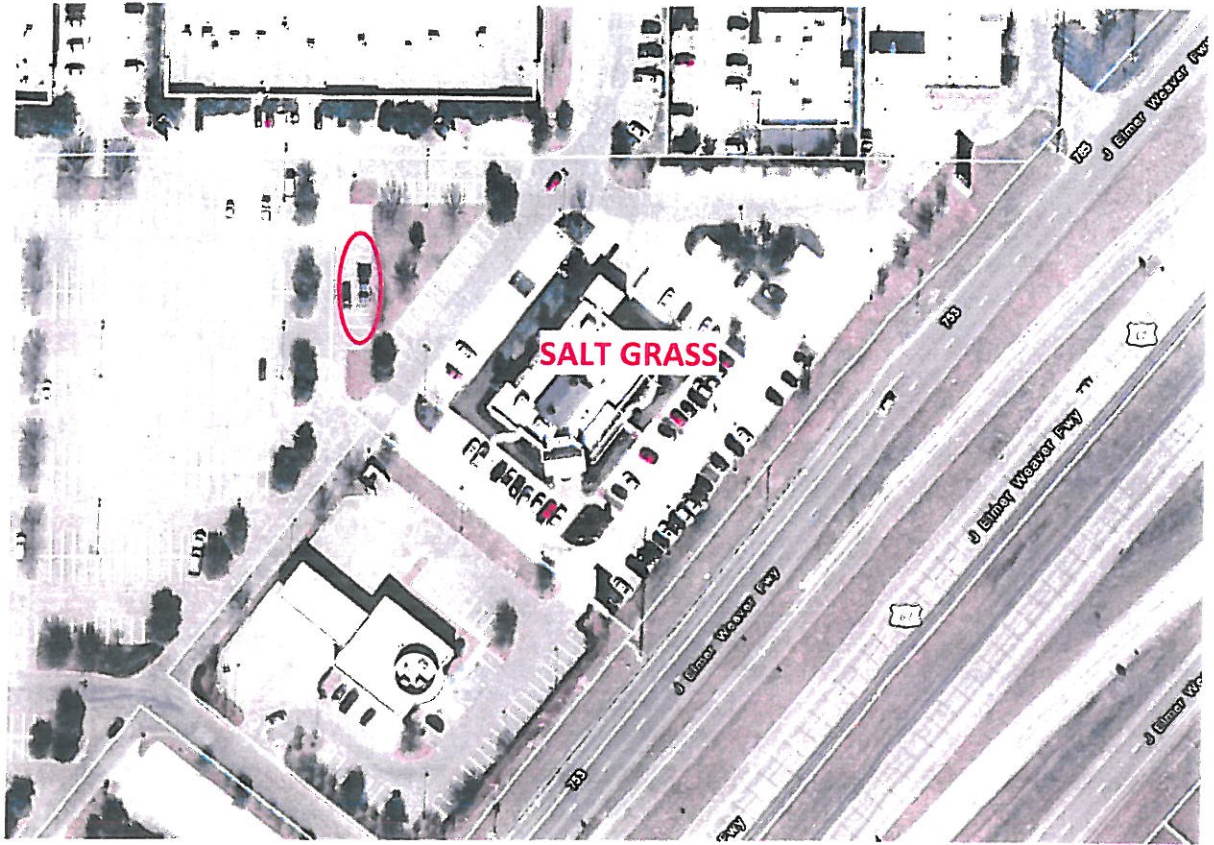
Sincerely,

Tina Mitchell  
Sr. Code Enforcement Officer

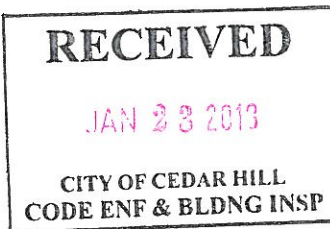
Certified Mail: 7017 7000 0000 0935 3776

MAYOR, ROB FRANKE • MAYOR PRO TEM, CHRIS PARVIN • STEPHEN MASON • JAMI MCCAIN  
DANIEL C. HAYDIN, JR. • CLIFFORD R. SHAW • WALLACE SWAYZE • CITY MANAGER, Gregory Porter

CedarHillTX.com





**CODE ENFORCEMENT**

285 Uptown Blvd., Cedar Hill, TX 75104  
O 972 291 5100 Ext. 1090  
F 972 291 7250

**DONATION CONTAINER APPLICATION**

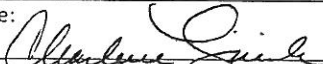
Notice to Applicants: Any license issued on the basis of false information shall be revoked.

Applicant Name: Green Education Foundation
Applicant Business Name: Green Education Foundation
Applicant Business Address: 1177 Branham Ln #198 San Jose, CA 95118
Applicant Business Phone Number and Email Address: 860.891.9043 Info@recyclingedu.com
List each Partner Name/Address (if applicable): N/A
If applicant is a corporation, complete the following:
Corporation Name (if applicable): Green Education Foundation
Corporation Address: 1177 Branham Ln #198 San Jose, CA 95118
Authorized Representative Name: Kayla Ybarra
Authorized Representative Address: 1177 Branham Ln. #198 San Jose, CA 95118
Authorized Representative Phone Number and Email Address: 310.728.0948 Kayla@recyclingedu.com
Property owner name upon which the donation container is placed: RPAI Southwest Management
Property owner address: 1560 E. Southlake Blvd. Suite 100 Southlake, TX 76092
Property owner phone number: 972.801.6021
Location/Address of donation container(s): 707 N US Hwy 67 Cedar Hill, TX 75104
Description of donation container(s): NDRS is a 160sqft repurposed shipping container.

In addition to the above information, please provide:

- ☐ Written consent of the owner of the property upon which the donation collection container is located acknowledging that they shall be equally responsible for compliance with all applicable laws, ordinances, and regulations relating to collection containers and property maintenance.

- ☐ Site plan showing:
- The location and dimensions of the parcel boundaries;
  - The location of all buildings;
  - Distance between the proposed collection container and parcel lines and buildings; and
  - The location and dimensions of all existing and proposed driveways, garages, carports, parking spaces, maneuvering aisles or lanes; pavement and pavement striping/markings.
- ☐ \$200 fee for each new donation collection container.

Applicant Signature: 	Date: 12/18/17
--	-------------------

## TEMPORARY LICENSE FOR SPACE

THIS TEMPORARY LICENSE FOR SPACE (the "License"), dated as of January 1, 2015 ("Effective Date") by and between Inland Western Cedar Hill Pleasant Run Limited Partnership, a Delaware limited liability company ("Licensor"), with offices located at 2021 Spring Road, Suite 200, Oak Brook, Illinois 60523 and Green Education Foundation, d/b/a Green Education Foundation ("Licensee"). Licensor and Licensee are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

### WITNESSETH:

Whereas, Licensor is the owner of a certain shopping center commonly known as Pleasant Run Towne Crossing located in Cedar Hill, TX (the "Property"). RPAI Southwest Management LLC is the managing agent for Licensor ("Managing Agent") and;

Whereas, Licensee is desirous of obtaining a license to use a portion of the Property (the "Licensed Space") as identified on the site plan attached hereto as Exhibit A for the temporary use of certain business activities as more fully described on Exhibit B (such limited operations, the "Use") and for no other purpose whatsoever, and Licensor is willing to grant Licensee the right to the Licensed Space for purposes of carrying out the Use on the terms and conditions as contained herein.

**Whereas, this License is not intended to create a lease or any other interest in real property in favor of Licensee, but merely creates a license revocable at will by Licensor. Licensor's right to revoke this License is not subject to or contingent upon whether Licensee is in default of the terms of this License.**

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee do hereby agree as follows:

1. **AGREEMENT TO LICENSE.** Licensor hereby grants a license to Licensee and Licensee accepts such license from Licensor, to use the Licensed Space in order to carry out the Use, and for no other purpose (the "License"). Licensee shall have no real property interest in or other rights to the Licensed Space; and this License is non-exclusive, revocable at will by the Licensor and not transferable by Licensee.
2. **TERM.** The term of this License shall be for a period of time beginning on January 1, 2015 and ending on January 1, 2017 with the option of a 2 year renewal (the "Term"), unless sooner terminated pursuant to the terms hereof. Any extension of the Term shall be in Licensor's sole and absolute discretion and shall not be deemed effective unless given in writing. If the Licensed Space is not vacated at the time of expiration or sooner termination of the Term of the License, Licensee shall be liable to Licensor for (a) all losses, costs, liabilities and damages which Licensor may incur by reason thereof; and (b) per diem use and occupancy equal to two times the daily License Fee payable under this License. In no event, however, shall this paragraph be construed as permitting Licensee to license and use the Licensed Space after the expiration or termination of the License.
3. **LICENSE FEE.** Licensee shall pay to Licensor a monthly fee of \$500 for the grant of this License (the "License Fee"). The License Fee for the first month shall be payable by Licensee simultaneously with Licensee's execution hereof. All other monthly License Fees shall be paid by the first day of each succeeding month.
4. **SET-UP.** Licensee, at its sole cost and expense, shall be solely responsible for obtaining all required governmental and other licenses, approvals and permits for the operation of the Use at the Licensed Space. Prior to commencing the Use, Licensee shall provide evidence of required permits to Licensor. Licensee shall pay all fines, penalties, costs and expenses imposed upon Licensor for Licensee's failure to comply with any applicable governmental rules, regulations or laws. Licensee shall be responsible for the entire cost of the Use. Licensee



agrees to keep Licensee's personal property brought onto the Property and the Licensed Space by or at the request of Licensee or its agents or employees in a safe and hazard-free condition. Licensee, and Licensee's agents and employees, shall keep the Licensed Space in a clean, safe, sanitary, and hazard-free condition. Licensee shall, at its sole cost and obligation, comply with all zoning laws and ordinances, and all other laws, agreements and ordinances governing the conduct and operation of the Licensed Space and/or the Use and shall comply with all declarations, covenants, restrictions and rules and regulations affecting the Property and/or the Licensed Space. Licensee agrees that it will pay all expenses of the Use promptly when due and will hold Licensor harmless from any loss or damages including consequential damages arising from the failure of Licensee to do so. Electricity and other utilities will be provided by Licensee at its sole cost and expense and in accordance with all laws, ordinances and regulations. Licensee shall not cause or permit any hazardous substance to be brought upon, kept, stored or used in or about the Licensed Space or the Property.

5. CONDITION OF LICENSED SPACE. Licensee has inspected the Licensed Space and agrees to accept the Licensed Space "AS IS" on the date of this License. Licensor makes no representations as to the condition of the Licensed Space or the Property.

6. REPAIRS. Licensee will be liable for the cost of any repairs required to the Licensed Space or the Property resulting from the operation of the Use and removal of any personal property, fixtures and signs. Licensor, in its sole discretion, may cause any such repairs to be made and charge the cost of the same to Licensee.

7. LICENSEE REPRESENTATIONS. Licensee represents and warrants that it will not: (i) use any area outside of the Licensed Space for any purpose; (ii) permit any liens against the Licensed Space or Property; (iii) keep any hazardous, combustible, flammable, or explosive substances in the Licensed Space; (iv) advertise in any manner which, in Licensor's sole opinion, impairs the reputation of Licensor or the Property; (v) permit any utility facility to be overloaded; (vi) park in any restricted areas or loading bays; and (vii) fail to abide by any other rule or regulation imposed by Licensor.

8. TERMINATION BY LICENSOR. Licensor shall have the right to terminate this License at any time if Licensee defaults in any covenant, term, or condition of this License. In addition, in the event of Licensee's default, Licensor shall have all rights and remedies as provided by law and equity and shall be entitled to recover its costs, including attorney's fees incurred to pursue such remedies. The indemnity provisions of paragraph 12 below will remain in full force and effect and will survive any expiration or termination of this License by lapse of time or otherwise. Nothing contained herein shall create a landlord/tenant relationship between Licensor and Licensee.

In addition to the right of termination for breach as stated above, Licensor may also terminate this License with or without cause, for any reason or no reason whatsoever upon five (5) days written notice to Licensee. In the event of such termination, Licensor will refund to Licensee a prorated amount of the License Fee for the remaining unused days of the Term.

9. QUIET ENJOYMENT. The Use will be conducted by Licensee in such manner as not to interfere with Licensor's use of the Property or with any adjoining or neighboring landowner's use of their property. Licensee shall conduct the Use and control its agents, members, employees, contractors, invitees, and customers in such manner so as not to create any nuisance, or interfere with, annoy or disturb any use of the Property by the Licensor, any other permitted user, occupant, tenant or invitee of the Property.

10. INSURANCE. Licensee agrees to obtain and carry at all times during the Term, at its sole cost and expense, insurance against loss or damage due to persons injured or property damaged, lost or stolen as a result of Licensee's use of the Licensed Space, directly or indirectly, during the Term of this License. The insurance must be acceptable to Licensor in its sole discretion. The amount of liability insurance shall be the greater of insurance requirements in the lease (if Licensee is also a current tenant) or One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate. Licensor, and RPAI Southwest Management LLC shall be named as additional insured's thereunder. Licensee shall also maintain at all such times One Million Dollars (\$1,000,000.00) umbrella coverage and Statutory Workmen's Compensation Insurance. Licensee also agrees to carry Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, leased or non-owned in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall insure Licensee's officers, directors, employees, agents, representatives, contractors and subcontractors of any tier against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations. Certificates evidencing such insurance, and the policies if

requested by the Licensor, shall be provided to Licensor prior to execution of this License. Such insurance will be primary and non-contributory with any other insurance available to Licensor and Managing Agent, and shall be indicated as such in the description of operations on such Certificate.

11. TAXES. Licensee shall promptly pay the amount of any tax imposed on the sale of any items and/or the operation of the Use.

12. INDEMNIFICATION AND HOLD HARMLESS. Licensee covenants and agrees that it will save, defend, indemnify, and hold Licensor, its managing agent and all of their respective members, managers, shareholders, directors, officers, agents, partners, employees, and affiliated companies, and all of their respective successors and assigns ("Indemnified Parties"), harmless from and against any and all suits, causes of action, claims, loss, including consequential damages, claims, liability claims, judgments, awards, liens, settlements, damages, injury, and expenses (including attorney fees) of every kind and nature whatsoever, resulting from, arising out of, or in any way related to, directly or indirectly, (i) any failure of Licensee to perform any of the Licensee's obligations herein set forth, (ii) the use of this License, (iii) the conduct or operation of the Use; or (iv) all claims arising from any negligent or other act or omission of Licensee or its partners, employees, agents, invitees or contractors. This indemnification will survive the expiration or termination of this License by lapse of time or otherwise.

13. DUTIES UPON TERMINATION. Upon expiration or termination of this License, whether by lapse of time or otherwise, Licensee will immediately, at Licensee's expense [(i) clean up all debris and restore the Licensed Space to broom-clean condition and to the condition it was in before the Use; (ii) remove the sign from the façade of the Licensed Space and repair any damage to the sign band caused by the removal of the sign; (iii) remove any fixtures, trade fixtures and improvements as directed by Licensor; and (iv) vacate the Licensed Space. . Any of Licensee's property remaining in the Licensed Space after this License ends will be deemed abandoned, and may be retained by Licensor or disposed of by Licensor, without liability to Licensee, in such manner as Licensor determines. However, any and all such costs and expenses incurred shall be chargeable to Licensee.

14. BREACH BY LICENSEE. If Licensee breaches any provision in this License, in addition to any other right or remedy available at law or in equity, Licensor shall have the right, but not the obligation, to cure any such breach and Licensee agrees to reimburse Licensor for the cost thereof upon demand, together with attorney's fees and interest accruing thereon at an annual rate of interest equal to fifteen percent (15%) per annum from and after the date of Licensor's demand therefor until Licensor's receipt of full payment therefor. Any uncured breach will also permit Licensor to terminate this License.

15. SUBORDINATION. This License, and the rights of Licensee under this License, is subject and subordinate in all respects to any mortgages relating to the Licensed Space or Property. This provision is self-operative and no further instrument of subordination is required. Licensee shall, within 10 days following receipt of Licensor's request, sign and deliver to Licensor an instrument evidencing such subordination.

16. NO BROKER. Licensee represents that no broker brought about this License and that Licensee will indemnify, defend and hold harmless Licensor against any claims for brokerage commissions and all costs, expenses and liabilities in connection therewith, including attorneys' fees and expenses.

17. GENERAL PROVISIONS:

A. It is understood and agreed that this License is being entered into at the request of and as an accommodation to Licensee. Licensee hereby releases Licensor from any liability or responsibility it may have in connection with Licensee's personal property. Any claims against Licensor based on theft of, or vandalism or damage to, Licensee's personal property and/or sale items by anyone other than Licensor and any injury to the members, invitees, or guests of Licensee are hereby waived by Licensee.

B. The rights and privileges herein granted shall not be exclusive to Licensee and Licensor shall be entitled to give other parties rights, licenses and privileges in such businesses which may be or become competitive with Licensee and/or the Use as and when Licensor shall deem proper.

C. Time is of the essence of this License and of all of the terms and provisions hereof.

D. The parties stipulate, anything herein to the contrary notwithstanding, that Licensee shall be considered only as the holder of a License only in the manner provided herein, and in no event shall Licensee be

deemed to be the holder of an easement or holder of any other real property interest in the Licensed Space or the Property. This License shall not be recorded against the Property or any portion thereof. The License herein contained shall not be assignable or transferable in any manner by the Licensee nor may Licensee sublicense the Licensed Space. Licensors may freely transfer or assign its interest in the License. Further, Licensors may freely transfer or assign its interest and/or ownership in the Licensed Space and/or the Property.

E. None of the terms, provisions or conditions of this License shall be construed as creating or constituting Licensors as a co-partner or joint venturer with Licensee, nor constituting Licensee the agent of Licensors, nor shall any of the provisions of this License be construed in a manner so as to make Licensors liable for the debts or obligations of Licensee.

F. This License shall be construed in accordance with the laws of the State of TX.

G. If any term, condition or provision of this License shall be declared invalid or unenforceable, the remainder of this License, other than such term, condition or provision, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

H. The provisions of this License may not be altered, amended or repealed, in whole or in part, except with the written consent of both parties to this License.

I. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, any counterpart that is signed and returned by facsimile or electronic transmission shall be deemed properly signed and delivered.

J. This License shall be deemed to have been drafted jointly by the parties and any uncertainty or ambiguity shall not be construed for or against either party as an attribution of drafting by either party.

K. All notices and other communications given pursuant to this License shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed on the day of service if by personal delivery, on the next business day after being deposited with an overnight carrier service, or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

Licensors Name  
and address

(for notices):

Inland Western Cedar Hill Pleasant Run Limited Partnership  
c/o RPAI Southwest Management LLC, as managing agent  
2021 Spring Road, Suite 200  
Oak Brook, IL 60523

Licensee Name  
and Address

(for notices):

Green Education Foundation  
1177 Branham Lane, #198  
San Jose, CA 95118  
Attn: Charlene Nijman

18. NO LIENS. Licensee shall not be entitled to perform any work to the Licensed Space and shall not permit any lien to be filed against the Licensed Property or the Property.

19. Attorney's Fees. If any party to this License files any action or brings any proceeding against another Party arising out of this License, then the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees.


[Signature page follows]



IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized corporate officers as of the date first set forth above.

**LICENSEE:**


Green Education Foundation

By:   
(SEAL)  
Name: Charlene Nijman  
Title: Chief Executive Officer

**LICENSOR:**

Inland Western Cedar Hill Pleasant Run Limited Partnership

By: RPAI Southwest Management LLC,  
its managing agent

By:   
Name: Daniel Upton (SEAL)  
Title: Vice President - Property Management



PRPA

# Pleasant Run Towne Crossing

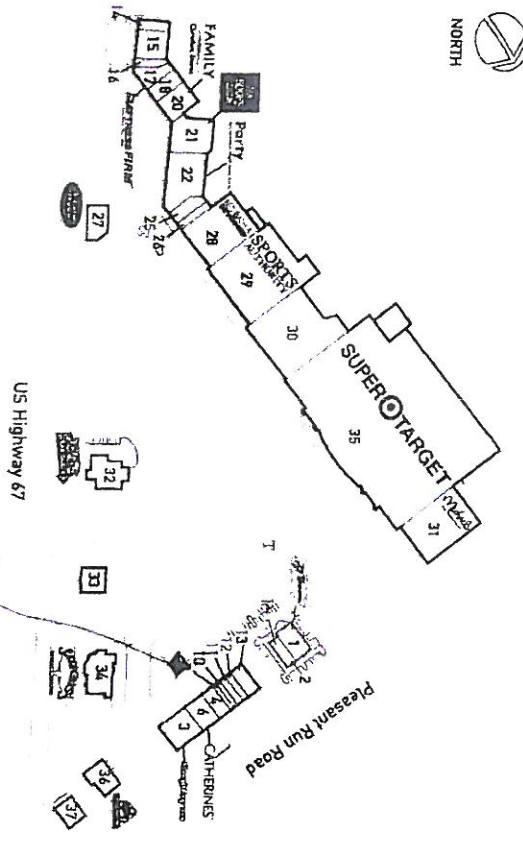
US Highway 67 North & East Pleasant Run Road, Cedar Hill, TX 75104

Latitude: 32.80289 N Lon: -96.93563 W

## EXHIBIT A PROPERTY

Unit	Sq. Ft.	Tenure
1	4,889	Permanent
2	2,500	Monthly
3	7,067	Small Business
4	1,340	Anchor
5	4,000	Office
6	2,000	Bedroom Plus Bath
7	1,200	Bedroom Plus Bath
8	1,500	Anchor
9	1,500	Anchor
10	1,500	Anchor
11	1,500	Anchor
12	1,500	Anchor
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26	1,500	Anchor
27	1,500	Anchor
28	1,500	Anchor
29	1,500	Anchor
30	1,500	Anchor
31	1,500	Anchor
32	1,500	Anchor
33	1,500	Anchor
34	1,500	Anchor
35	1,500	Anchor
36	1,500	Anchor
37	1,500	Anchor

Information shown is for informational purposes only and is not intended to constitute an offer of insurance or any other financial product. Please consult your broker for more information.



2014 Demographics		
Population	Avg HH Income	Center Size
1 Mile	11,351	\$74,057
3 Mile	70,128	\$77,071
5 Mile	149,894	\$88,353



Information shown is for informational purposes only and is not intended to constitute an offer of insurance or any other financial product. Please consult your broker for more information.

**EXHIBIT B**  
**DESCRIPTION OF THE USE**

Green Education Foundation is permitted to place a recycling bin in the space identified on the site plan attached (Exhibit A ) for the sole purpose of collecting clothing, shoes, accessories and other household items that can be recycled and that will fit inside of the container. Green Education Foundation is responsible for monitoring and maintaining the site and adjacent area.

Schedule of Fees:

**Initial Term**

<u>Period</u>	<u>Month Gross Rent</u>	<u>Annual Gross Rent</u>
1/1/2015 - 12/31/2015	\$500.00	\$6,000.00
1/1/2016 - 12/31/2016	\$500.00	\$6,000.00

**Extended Term**

1/1/2017-12/31/2017	\$550.00	\$6,600.00
1/1/2018-12/31/2018	\$550.00	\$6,600.00

In addition to termination right in article 8, in the event of a sale or other transfer of ownership Licensor has the right to terminate this Agreement immediately upon delivery of written notice to Licensee.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> All Spectrum Insurance Brokers 4300 Stevens Creek Blvd Suite 100 San Jose CA 95129		<b>CONTACT NAME:</b> Jamie Kelch <b>PHONE (A/C No. Ex):</b> (408) 739-8300 <b>FAX (A/C No.):</b> (866) 626-6781 <b>E-MAIL ADDRESS:</b> jkelch@asibrokers.com																									
<b>INSURED</b> Green Education Foundation 1177 Branham Lane, #198 San Jose CA 95118		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A</td><td>Essex Insurance Company</td><td>NAIC #</td><td>39020</td></tr><tr><td>INSURER B</td><td>Nationwide Mutual Insurance</td><td></td><td>23787</td></tr><tr><td>INSURER C</td><td>Evanston Insurance Company</td><td></td><td>35378</td></tr><tr><td>INSURER D</td><td>State Compensation Insurance Fu</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td><td></td></tr></table>		INSURER A	Essex Insurance Company	NAIC #	39020	INSURER B	Nationwide Mutual Insurance		23787	INSURER C	Evanston Insurance Company		35378	INSURER D	State Compensation Insurance Fu			INSURER E				INSURER F			
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INSURER C	Evanston Insurance Company		35378																								
INSURER D	State Compensation Insurance Fu																										
INSURER E																											
INSURER F																											

**COVERAGES****CERTIFICATE NUMBER:** CL146901582**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	3DT0733	6/5/2014	6/5/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACPBA7825834799	9/16/2014	9/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AFLU \$
	<input type="checkbox"/> HIRED AUTOS					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
	DED <input checked="" type="checkbox"/> RETENTION \$ 0		XOWE283214	6/5/2014	6/5/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	9109933-14	08/20/2014	08/20/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

If required by a written agreement, per attached MEGL 0009-01 04/11, the certificate holder is an Additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

Inland Western Cedar Hill Pleasant Run  
Limited Partnership C/O RPAI Southwest  
Management, LLC, as managing agent  
2021 Spring Road #200  
Oak Brook, IL 60523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dmitriy Lazarev/MACI

ACORD 25 (2010/05)

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INS025 (2010/05)01

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## ADDITIONAL COVERAGES

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description SRCH2	Coverage Code SRCH2	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$1.80				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist property damage	Coverage Code UMPD	Form No.	Edition Date
Limit 1 3,500	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Uninsured motorist combined single limit	Coverage Code UMCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				





## Brief Company Overview

### Green Education Foundation

Green Education Foundation (GEF) ([www.recyclingedu.org](http://www.recyclingedu.org)) is a registered non-profit public charity (501c3) committed to creating green educational programs and workshops that will help shape the minds of our future environmental and political leaders thus creating a sustainable future for the next generations to follow.

GEF fund raises through the collection and sale of recyclable textiles, shoes, and household items. We use those proceeds to fund programs tailored to educate our youth about environmental sustainability, global warming, and balancing our current needs with the needs of future generations.

### Neighborhood Donation/Recycling Station (N.D.R.S.)

\*See “The rebirth of a shipping container” on you tube <https://www.youtube.com/watch?v=Eugw12MeYAc>

The NDRS was designed to operate as a central collection point for communities by offering a safe, convenient and accessible outlet for donated or recycled clothes, shoes and household items. The unit was repurposed from a used shipping container (environmentally responsible “Green Architecture”) and installed with an off grid solar system that powers LED lights, cameras and a touchscreen interactive display.

- The NDRS is monitored **24 hours** a day from a central security / dispatch center.
- Local employees visit the unit **daily** for service and support.
- Drivers are dispatched as needed for pickups.
- These units have been in operation since 2013 with great success.
- There have been little incidents of vandalism or illegal dumping due to the surveillance systems.
- Currently operating in the following states:
  - **California**
  - **Florida**
  - **Oklahoma**
  - **Texas**



## **The Green Group**

GEF is part of The Green Group, which was formed to have a closed loop cycle for textile recycling.

GEF goes further than most organizations to ensure the product collected through its NDRS program (Neighborhood Donation/Recycling Station) is processed in the most efficient and environmentally responsible way, hence the reason for The Green Group.

The mission of the Green Group is to ensure that everything collected ends up either reused or recycled into new products. Unusable items are converted into fiber that will be remade into a variety of products. This alliance guarantees that all items collected by GEF is responsibly recycled.

**\*See “The Green Group Video” on you tube**

<https://www.youtube.com/watch?v=kzY3E0MnzX4>

## **GEF Educational Programs and Events**

Educational Event [https://www.youtube.com/watch?v=mAxyxrvwkpc&feature=em-share\\_video\\_user](https://www.youtube.com/watch?v=mAxyxrvwkpc&feature=em-share_video_user)

Educational Programming

<https://www.youtube.com/watch?v=xndVor3M6Pw>

The proceeds from each collection point will be used in support of green programs for the local schools surrounding each NDRS.

These green programs are designed to teach interactively by engaging students in Neighborhood Recycling Festivals, which contain a mix of education and fun. The participating schools are rewarded via the fund raising aspect, while the students end up learning basic foundational ideas of sustainability.

The Neighborhood Recycling Festival lesson plan:

1. School Assemblies: recycling tutorials prior to the event.
2. NDRS on site tours: teaching the students textile recycling, alternative energy, reuse theory.
3. Video Booth: students are rewarded with free food, drinks, and games if they watch a variety of recycling videos and write a one-page summary.
4. Book Swap Table: encourages students to bring used books and trade with their peers.
5. Recycled Items Showcase: showcasing a variety of uses from recycled goods
6. Arts and Crafts Tables: hands on learning on “turning trash into treasure”

Thank you for your time. Please feel free to request any further information.

Charlene Nijmeh | Chairwoman | Green Education Foundation



## (N.D.R.S) Operational Overview

### Overview

The Neighborhood Donation Recycling Station (N.D.R.S.) was designed to collect donations of recyclable items such as clothes, shoes, books, small toys, and household items. Other methods to collect these materials are effective but have some limitations:

1. Municipal curbside collections- These programs usually collect textiles and shoes with other recyclables which result in contaminating the product and makes it unfeasible to recycle.
2. Thrift store operators – Only solicit gently worn clothing and U.S. grade collections for sale in their own thrift stores. Also their collection trailers have limited hours and limited drop off locations.
3. Unattended donation boxes - These boxes attract graffiti; have overflow problems, security problems, and theft problems.

Studies have shown that in order to increase diversion rates of textiles, collection locations need to be convenient and available to the user. The “**N.D.R.S.**” provides an easy and convenient way for people to recycle their used household items and textiles right where they shop, work, and live. The N.D.R.S. is a state of the art collection station that is monitored 24hours a day, collects all recyclables and is conveniently located in large shopping centers and shopping malls, or any area suited for its use (*sites with high traffic count and parking lots large enough to accommodate a visible and accessible placement location*).

### Construction

The N.D.R.S. was designed to minimize the effects of new construction on our natural resources and on the shopping center. It is a “manufactured” prebuilt structure being delivered and installed on site. It can be relocated with ease and is not a permanent structure.

The unit itself is a used 20 foot x 8 foot shipping container which we have repurposed into a donation /recycling station. The container is modified at the closest shipping port depot and then delivered and dropped on the agreed upon spot. Our crew will then assemble the bolt-on parts, solar system, touch screen, and camera system. This should take 1-2 days and will have minimal disturbance on the shopping center.

### Use

Users will be able to use a security chute system to drop their items in the N.D.R.S. anytime that is convenient for them. They simply place their items in the chute and push the handle up and the items are deposited inside the container. Since there are 3 chutes, users will not need to wait in any line and will be able to quickly deposit their items and leave. All chutes are designed to block anyone from entering the container. There is also a Handicapped accessible chute to meet ADA regulations.

Users will also have access to a touch screen display where they can register to receive their tax deductible donation receipt, receive a “thank you coupon” from a local retailer, or find out where to donate larger items such as furniture or appliances.

Anticipated use will be 20-30 people daily. We do not anticipate any issues with users needing to wait or any significant impact on parking due to the 3 available chutes and the fact that the use of the station will be dispersed throughout the day.

### **Service and Maintenance**

All N.D.R.S.'s are serviced daily. This ensures a high level of quality maintenance. *See NDRS service protocol.*

All N.D.R.S.'s are monitored "Live" 24 hours a day by our security staff. Therefore, any illegal dumping will be identified as it is happening and a driver will be dispatched to clear out the items within 4 hours maximum. Incidents of vandalism (graffiti) or attempted theft will be reported as it is happening to the shopping centers on-site security. Our security will also dispatch one of our drivers to repair any vandalism or graffiti within 12 hours of occurrence.

## **N.D.R.S. Service Protocol**

### **Security Room Responsibilities**

1. Monitor all N.D.R.S. locations
2. Initiate contact to GEF for Service by email and texting specified cell phone and calling the GEF service line and leaving a message, calling Supervisor (Subject to change)
3. Documenting all Service activity with "N.D.R.S. number", "date" and "time" on the Service Spreadsheet
4. Call Police or on-site Security for issues of vandalism, theft, loitering
5. All N.D.R.S. location's cameras checked 3 times daily and documented as functioning
6. Computer server checked 2 times daily

### **Service 1: Daily**

1. N.D.R.S. contents cleared from chutes and sorted into carts
2. All chutes and touch screen are wiped down
3. Outside N.D.R.S. is swept and cleared of any items left outside
4. N.D.R.S. is checked for damage and damage reported on service form.

### **Service 2: As Needed**

1. If the contents of the N.D.R.S. need to be picked up. (The contents will be weighed and both the driver and the site maintenance person will sign as agreeing on the weight of product removed)
2. All chutes and touch screen are wiped down. N.D.R.S. is checked for damage and damage reported on service form
3. Base and all framing (areas that dust collects) brushed off to remove accumulating dust
4. Graffiti reported by our security: on-site security called, all graffiti will be removed with a non-toxic graffiti remover, or touch up paint and sticker replacement will resolve any remaining graffiti.
5. Cameras system, touch screen, and solar system inspected and serviced every 6 months or as needed.

***\*\*When Corporate deploys service it is tracked and followed up on to ensure completion of service. All weights are entered into the DVS and onto spreadsheet for reporting purposes.***





## (NDRS) Neighborhood Donation / Recycling Station

24 hour live monitoring  
100% Solar Powered  
Handicap accessible

Daily Service  
Touch screen info. kiosk  
Thank You Coupons





## Office of the Secretary of State

April 17, 2014

Great Education Foundation  
1177 Branham Lane #198  
San Jose, CA 95118 USA

RE: Green Education Foundation  
File Number: 801973540

It has been our pleasure to file the application for registration and issue the enclosed certificate of filing evidencing the authority of the referenced foreign non-profit corporation to conduct its affairs in Texas.

Corporations authorized to conduct affairs in Texas under the Texas Business Organizations Code do not automatically qualify for an exemption from state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. If you need to contact the Comptroller about franchise taxes or exemption therefrom, you may contact the agency by calling (800) 252-1381, by e-mail to [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us) or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555. Information on exemption from federal taxes is available from the Internal Revenue Service.

Non-profit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the revocation of the entity's registration by the Secretary of State. Additionally, an application for amended registration must be filed with the Secretary of State if the corporation changes its name, changes the purposes to be pursued in Texas, or changes the assumed name it elected to use on its application for registration.

If we can be of further service at any time, please let us know.

Sincerely,  
Corporations Section  
Business & Public Filings Division  
(512) 463-5555  
Enclosure

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Phone: (512) 463-5555  
Prepared by: Mary Ann Conkel

Fax: (512) 463-5709  
TID: 10295

Dial: 7-1-1 for Relay Services  
Document: 538978070002



## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Green Education Foundation  
File Number: 801973540

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Nonprofit Corporation to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

Green Education Foundation

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/10/2014

Effective: 04/10/2014



*NANDITA BERRY*

Nandita Berry  
Secretary of State



# *Congressional Resolution*

COMMEMORATING

## *Charlene & Ken Nijmeh of the Green Education Foundation*

- WHEREAS, The Nijmehs have provided support and resources for CHILLER's mobile education unit in the Garbage Museum and have participated in the education of over 40,000 visitors; and
- WHEREAS, they have developed an upcycling program to repurpose recycled materials, including 100% of all donated textiles, and have been instrumental in the development of the "NDRS" idea – Neighborhood Donation/Recycling Stations, an innovative way to donate household items; and
- WHEREAS, they have provided thousands of students with school supplies at the students' visits to the Garbage Museum via the backpack exchange.

NOW BE IT THEREFORE RESOLVED THAT

## *Congresswoman Zoe Lofgren*

hereby presents this commendation to Charlene & Ken Nijmeh in recognition and celebration of their contributions to our local creeks,

on this 4th day of November, 2017.

A handwritten signature of Zoe Lofgren in black ink, written over a horizontal line.

Zoe Lofgren  
Member of Congress



# Sponsor Citation Award



Green Education Foundation  
City of Marina



*In Recognition of  
Outstanding Contributions  
to the Community*

Awarded by  
California  
Parks & Recreation Society  
2018







The first part of the paper discusses the importance of maintaining accurate records of all transactions. This is particularly true in the case of small businesses, where the owner may be responsible for both the accounting and the management of the company. It is essential to have a clear understanding of the financial position of the business at all times, and this can only be achieved by keeping detailed records of all income and expenses.

The second part of the paper discusses the importance of maintaining accurate records of all transactions. This is particularly true in the case of small businesses, where the owner may be responsible for both the accounting and the management of the company. It is essential to have a clear understanding of the financial position of the business at all times, and this can only be achieved by keeping detailed records of all income and expenses.

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The tenth part of the paper discusses the importance of maintaining accurate records of all transactions. This is particularly true in the case of small businesses, where the owner may be responsible for both the accounting and the management of the company. It is essential to have a clear understanding of the financial position of the business at all times, and this can only be achieved by keeping detailed records of all income and expenses.





## BUILDING APPEALS & ADVISORY BOARD APPLICATION FORM

Existing Zoning: \_\_\_\_\_  
Filing Date: \_\_\_\_\_

Owner Planet Fitness Applicant Starlite Sign

Address 1901 Baker Ln Austin TX 78758 Address 7923 E McKinney St. Denton, TX 76208

Phone Number 512-643-4455 Phone Number 940-382-8850  
Email \_\_\_\_\_ Email permits@starlitesign.com

Address of Property Requesting Variance 432 N HWY 67 Cedar Hill, TX 75104

Lot 8RA1 Block C Subdivision Cedar Hill Crossing Addition  
Tract \_\_\_\_\_ Acres \_\_\_\_\_ Abstract \_\_\_\_\_ Survey \_\_\_\_\_

Building Description: Size 23,942 Occupancy Type Retail/Fitness

Occupancy Load \_\_\_\_\_ Type of Construction \_\_\_\_\_

Use Fitness Club

Explain Variance Desired: Installation of larger wall sign.

Code: Article XII-Signs Section: 4-244

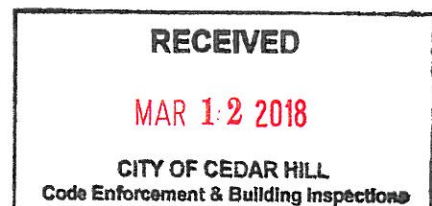
Requirements: An attached sign located at a height up to thirty-six (36) feet or less, the sign area is limited to two (2) square feet of sign area for each lineal foot of building frontage not to exceed one hundred (100) square feet

I am the owner of the herein described property and Starlite Sign is  
(Applicant)  
authorized to file this application on my behalf.

Kathy C  
Applicant

Th Owner  
Attach Justification Material

Variance Fee: \$150.00







City of Cedar Hill  
Building Appeals & Advisory Board

Justification for the variance request:

Visibility from the Hwy 67 is almost non-existent due to small size of the existing sign in comparison to KOHL's sign and trees that are blocking sign from Hwy 67.

See picture on second page.

Sincerely,  
Starlite Sign  
Denton TX  
940-239-9749





**Kieffer | Starlite**  
National Sign Manufacturers and Consulting

Starlite Sign

7923 McKinney St. | Denton, TX 76208

phone 940.382.8850

| [www.StarliteSign.com](http://www.StarliteSign.com)





432 NORTH HWY 67  
CEDAR HILL, TEXAS

128' +/- STOREFRONT

39' 2 1/4"



CHANNEL LETTER SIGN  
SCALE: 1/8" = 1'-0"

(1 REQUIRED)

4'-10" x 39'-2 1/4" = 189.3 SQ. FT.



FRONT ELEVATION - EXISTING CONDITION  
SCALE: N.T.S.

**Kieffer | Starlite**  
National Sign Manufacturers and Consultants  
7923 E McKinney Street, Denton, TX 76208 • PH: 940.382.8850 • FAX: 940.387.0429 • WWW.STARLITESIGN.COM

ACCOUNT: **PLANET FITNESS**  
LOCATION: **432 NORTH HWY 67 CEDAR HILL TX**  
ACC. W/O: **S. BOYD** DESIGNED: **D. BURGIN**  
SALES REP: **-** DATE: **08/09/17**  
P/LC LOCATION: **NORTH SIDE OF PLANET FITNESS 432 NORTH HWY 67 CEDAR HILL TX**

REVISIONS:	INITIALS & DATE	DESCRIPTION
A	DB 8/16/17	COVER RED WITH PURPLE ON BUILDING
A	DB 8/16/17	CHANGE UP FRONT ELEVATION BUILDING COLORS
A	DB 8/22/17	add additional plywood more black to building front
A	DB 9/11/17	2x6 IN ONE LINE
A	DB 10/9/17	ENLARGE LOGO - CHANGE BLOG COLOR
A	DB 10/9/17	CHANGE SIGN
A	DB 10/9/17	CHANGE SIGN

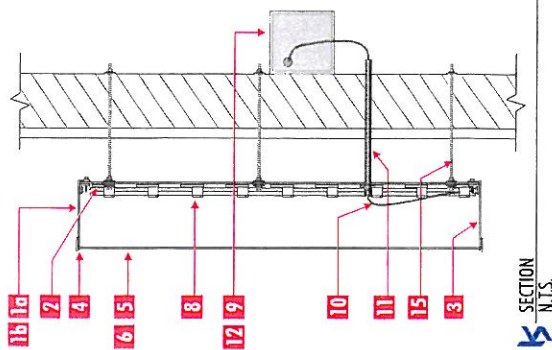
PRODUCTION PROCESSING	INITIALS & DATE
Production From #	-
APR	-
APR	-
APR	-
APR	-
APR	-
APR	-

CUSTOMER/REPRESENTATIVE  
NAME: **STARLITE**  
DATE: **08/09/17**  
ADDRESS: **1708-030r5**  
CITY: **1708-030r5**  
STATE: **1708-030r5**  
ZIP: **1708-030r5**

**1708-030r5**  
1708-030r5  
1708-030r5  
1708-030r5



TRANS VINYL GRAPHICS COLORS			
ITEM	#	COLOR	
"PLANET FITNESS" COPY & HAND IN LOGO	PMS 24 5C	3630-TTS YELLOW	
"pl" COPY ON LOGO	—	(REMAINS EXPOSED-WHITE)	
DOUBLE STRUCK, PRINTED LOGO	—	PMS 108C, PMS 2415 C & BLACK	



(1 REQUIRED)  $4'-10'' \times 39' - 2 \frac{1}{4}'' = 189.350 \text{ FT}$

**Kieffer | Starlite**  
National Sign Manufacturers and Consultants  
7931 E. McKinney Street, Denton, TX 76208 • ph. 940.382.8850 • fax. 940.387.0429 • www.starliteesign.com

ACCOUNT: PLANET FITNESS  
 LOCATION: 432 NORTH HWY 67, CEDAR HILL TX  
 ACCT. MGR: S. BOYD DESIGNER: D. BURGIN  
 SALES REP: - DATE: 08/09/17  
 FILE LOCATION: \\slsnet\16\SharePoint\Planet Fitness\Cedar Hill TX  
1432 N Hwy 67 # FMI 1382\Art1708020

REVISIONS:	INITIALS & DATE	SHEET PAGE #	INITIALS & DATE
A COVER red with purple on flapping	DB	09/16/17	-
A CHANGE UP FRONT ELEVATION BUILDING COLORS	DB	09/16/17	-
A CHANGE UP FRONT ELEVATION BUILDING COLORS	DB	09/16/17	-
A CHANGE UP FRONT ELEVATION BUILDING COLORS	DB	09/16/17	-
A CHS IN ONE LINE	DB	09/16/17	-
A ENLARGE LOGO - CHANGE BLDG COLOR	DB	10/18/17	-
A	-	-	INITIALS & DATE
A	-	-	INITIALS & DATE
A	-	-	INITIALS & DATE

[illegible]



Sec. 4-244. - Standards.

All signs regulated by this division and erected from and after March 12, 1991, shall meet the standards imposed herein. Signs which were in existence and in place on such date and which meet the standards imposed by the chapter shall be classified as "conforming signs." Signs which were in existence and in place on such date and do not meet the standards imposed by this chapter shall be classified as "nonconforming signs." The maximum sign area prescribed herein shall be applied to a sign with one (1) face. A sign constructed with more than one (1) face shall contain in the aggregate of all faces not more than twice the maximum area prescribed. The maximum interior angle between sign faces shall be ninety (90) degrees. Sign standards shall be as follows:

(1) *Design requirements:*

- a. *Size:* The area of signs shall be measured by the smallest square, rectangle, circle or combination thereof which will encompass the entire sign. The maximum size limitations shall apply to each side of the sign individually, but exclude the base or structural support members. See definition of sign area calculation.
- b. *Lighting:* Signs may be illuminated, subject to the following restrictions: Lights which are not effectively shielded so as to prevent beams or rays of light from being directed at any portion of the roadway and which cause glare or effectively impair or otherwise interfere with any driver's operation of a motor vehicle are prohibited.
- c. *Height:* The height of a sign shall be measured as follows:
  1. Ground or pole sign within one hundred (100) feet of a street abutting the property on which the sign is located: From the top of the curb to the nearest street adjacent thereto or, if there is not curb, from a point six (6) inches above the edge of the road surface to the top of the sign structure.
- d. *Construction:* All signs constructed according to this division will be allowed no more than two (2) sides:
  1. All signs greater than ten (10) feet in height must have construction drawings with an engineer's seal of a licensed, professional engineer, and such drawing shall be submitted to the city with the

application for a permit. All component parts and materials, as well as the completed structure, shall have tolerances and strength of at least thirty (30) pounds per square foot.

- 2. An electrical sign or signs which require electric power must have the Underwriters Laboratories (UL) label.

(2) *Location and spacing.*

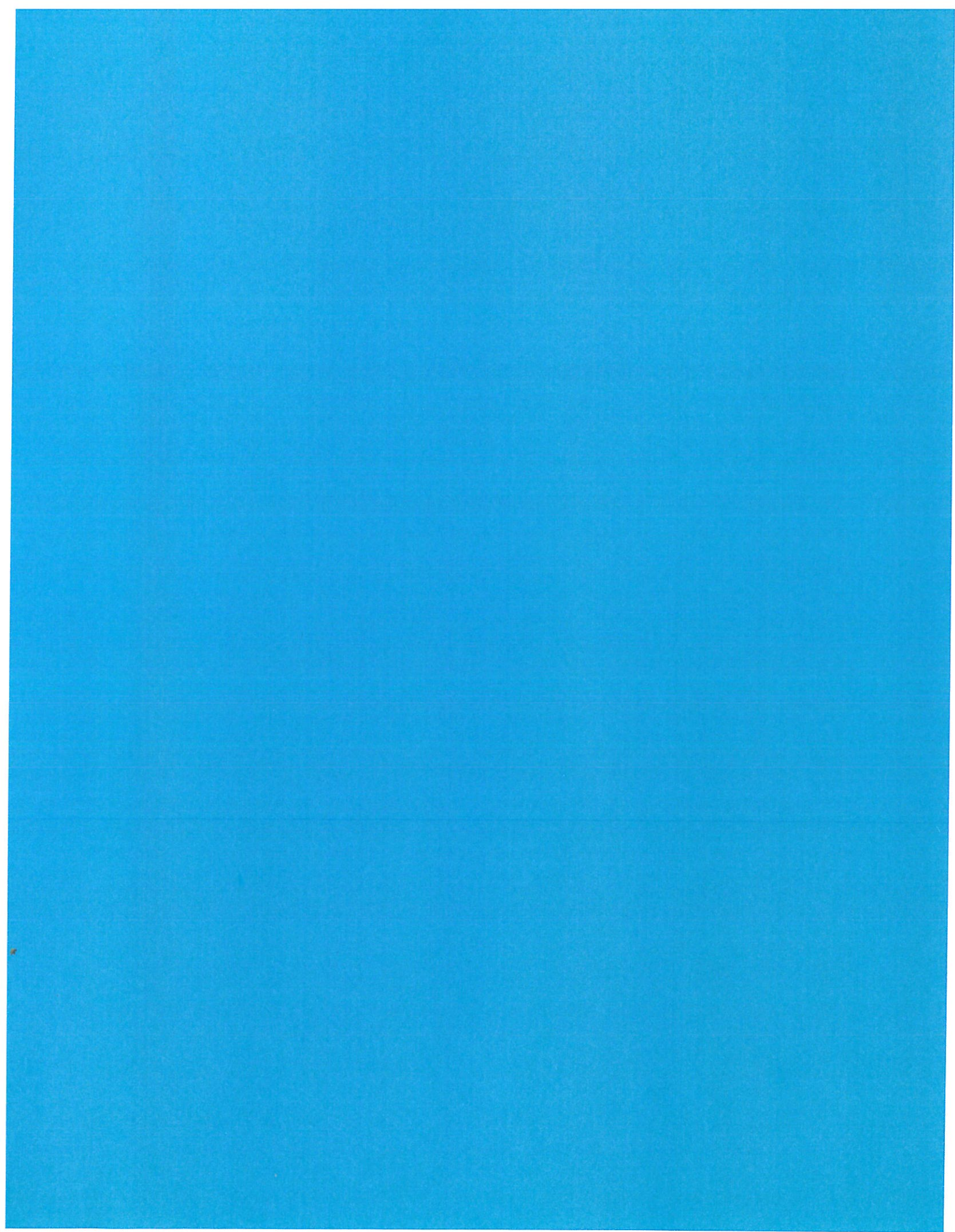
- a. Permanent detached signs shall be in compliance with the following table: See Attachment A\* D, incorporated herein as if fully set forth.
- b. Attached signs shall be installed in compliance with the following schedules:
  - 1. An attached sign located at a height up to thirty-six (36) feet or less, the sign area is limited to two (2) square feet of sign area for each lineal foot of building frontage not to exceed one hundred (100) square feet.
  - 2. An attached sign located at a height of thirty-six (36) feet shall be permitted an increase in maximum effective area. Such increases shall not exceed four (4) square feet in effective area for each additional one (1) foot of height above thirty-six (36) feet measured from the base of the sign.
  - 3. Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in above subsections (a) and (b).
  - 4. Maximum letter/logo height of attached signs shall be determined by the following schedule (the sign height shall be measured from the base of the sign to the ground):

Sign Height (feet)	Maximum Letter/Logo Height (inches)
0—20	30
21—48	36

Letter heights in excess of the amounts stated shall be approved only by the sign review board of appeals. The above table represents the maximum letter and/or logo height in each individual sign height category. Where the sign is totally composed of individual mounted letters, either one (1) letter or logo may be twenty-five (25) percent taller than the specified maximum letter/logo height.

5. A metal back is required for all attached wall signs. Wood back or faces are prohibited.
6. There shall be only one (1) sign for each façade for each tenant.
7. No attached sign shall extend above the roof or façade height.
8. Window signs: Signs in windows facing public right-of-way are limited to forty (40) percent of the window area per façade.
9. Directional signs attached to the building shall not count against the sign area or number of signs listed above.
10. Special exceptions:
  - A. Buildings larger than thirty thousand (30,000) square feet and with a minimum setback from the street of one hundred (100) feet will be allowed attached signs that are in compliance with the following:
    1. One (1) attached sign will be limited in area to seven and one-half (7.5) percent of the front façade of the building. For each additional sign placed on the building the maximum amount of sign face total for the building façade will be reduced by one-half (½) percent.
    2. Maximum letter/logo height shall be limited to the following:
      - (a) Buildings with a setback of one hundred (100) to one hundred fifty (150) feet a maximum letter height of five (5) feet.
      - (b)









Code Enforcement Department

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972.291.5100 X1090  
F. 972.291.7250

March 7, 2018

**VIA CERTIFIED MAIL OR REGISTERS MAIL, RETURN RECEIPT REQUESTED**

Gina Anderson  
426 Northwood Trail  
Cedar Hill, TX 75104-1983

**NOTICE OF PROPOSED ABATEMENT PROCEEDINGS PERTAINING TO 426 Northwood Trl., CEDAR HILL, TEXAS**

Please be advised that pursuant to Section 9-22 of the Cedar Hill Code of Ordinances, a hearing will be held before the Building Appeals and Advisory Board at **7:00pm on March 26, 2018 at 285 Uptown Blvd, 2<sup>nd</sup> Floor Planning Conference Room, Cedar Hill, Texas, 75104**, to hear and consider all relevant evidence, objects or protests relative to the alleged public nuisance at **426 Northwood Trl., Cedar Hill, Texas**, and to the proposed abatement measures and proceedings in connection with said nuisance.

At the time and location of the said hearing, the Building Appeals and Advisory Board shall receive testimony from owners, witnesses, city personnel and interested persons relative to the alleged public nuisance at **426 Northwood Trl., Cedar Hill, Texas**, and to the proposed abatement measures and proceedings in connection with said nuisance.

*You are encouraged to attend the hearing regarding your property and present relevant evidence and testimony.*

Sincerely,

Tina Mitchell  
Sr. Code Enforcement Officer

CERTIFIED MAIL 7017 1000 0000 0935 3646  
5-Day Return Receipt Requested

MAYOR, ROB FRANKE • MAYOR PRO TEM, CHRIS PARVIN • S  
DANIEL C. HAYDIN, JR. • CLIFFORD R. SHAW • WALLACE SWAYZ

7017 1000 0000 0935 3646

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<input type="checkbox"/> Return Receipt (hardcopy)	\$
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage \$	
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City, State, Zip+4 <sup>®</sup>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Postmark Here

## **426 NORTHWOOD TRL – Fence, Outdoor Storage, Trash/Debris, & Drain Pool**

My name is Alexis Sartin and I am a Code Enforcement Officer with the Code and Neighborhood Services Office for the City of Cedar Hill.

1. This property has been the subject of ongoing investigations by this office. Suspected Code violations have existed and continue to exist. I have personal knowledge of the nature of the code violations alleged and the attempts made to bring those violations into compliance.
2. I opened a case for the property, after receiving a complaint via email regarding trash and debris at what the complainant believed to be a vacant property, on January 31, 2018.
3. I inspected the property and found trash and debris on the porch, some in the driveway, a couch on the back porch, and no address numbers in the front of the house. I sent a Notice of Violation to the owner of the property, GINA ANDERSON, on January 31, 2018 after seeing the prior history for the address. Took pictures for a citation.
4. February 1, 2018 I issued a citation to the property owner, GINA ANDERSON, for failure to remove outside storage and trash/debris.
5. February 12, 2018 inspected the property, the couch in the backyard was removed, but the trash remained on the porch; only partial fence up and no address numbers in the front. I issued another citation to the property owner, GINA ANDERSON, for failure to remove trash and debris. Then I sent a second Notice of Violation to the property owner.
6. February 13, 2018 I checked water records, house is still being occupied. Attempted to reach owner by phone through water account record. Phone number appear to be inaccurate, sounded like a fax machine.
7. February 20, 2018 I inspected the property and observed no change to the property. I left a final notice door hanger on the front door.
8. February 27, 2018 I inspected the property and observed no change. I had received no notification by phone or email from anyone regarding the property, and the door hanger was still on the front door.
9. February 28, 2018 the property was scheduled on the board meeting agenda list. Tina prepared and sent the letter, notifying for BAA meeting to occur March 26, 2017, certified and regular to GINA ANDERSON at 426 NORTHWOOD TRL., CEDAR HILL, TEXAS 75104.

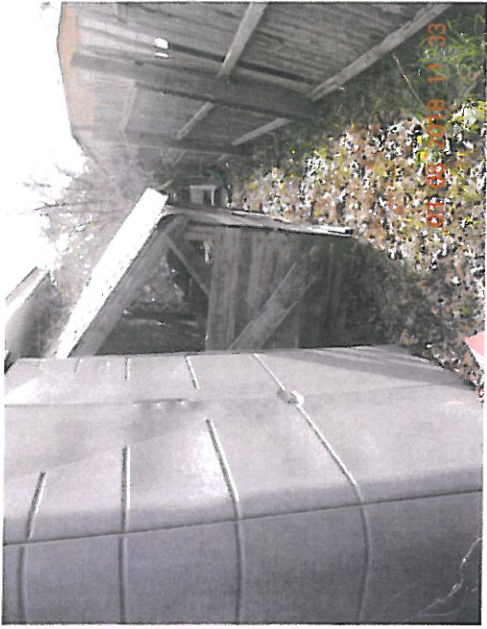


10. February 28, 2018 I issued another citation to the property owner, GINA ANDERSON, for failure to remove outside storage, trash/debris, and failure to repair/remove the fence.
11. March 7, 2018 received certified citation sent on February 1, 2018 to Gina Anderson marked, "Unclaimed – Unable to Forward", by USPS.
12. March 8, 2018 inspected the property with Reba, another code enforcement officer, to see if the electricity was still on. It appeared to be on, but the water has been disconnected for several weeks. Pool in the yard is green, no change to the property otherwise.
13. March 12, 2018 received complaint via email regarding property. Advised we had an ongoing case and a board hearing scheduled to abate violations.
14. March 13, 2018, conference with Tina, Senior Code Enforcement Officer, regarding property. She was contacted by the bank responsible for foreclosure to receive any pending code violation cases for the property. Tina advised they are in the process of closing, but did not yet have a closing date. Tina advised the bank of the pending violations, and the ongoing case (board hearing scheduled). The bank could not state, at the time, whether those violations would be remedied by the hearing date.











## CITY OF CEDAR HILL TEXAS

CITATION Nº 160378

Name Last <b>ANDERSON</b>		First <b>GINA</b>		MI. <b>L</b>	Sex <b>F</b>	ETHNICITY: CAUCASIAN <input type="checkbox"/> AFRICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> MIDDLE EASTERN <input type="checkbox"/>	
Height	Weight	Hair	Eyes	DOB <b>3 13 1975</b>	Month <b>3</b>	Day <b>13</b>	Year <b>1975</b>
Residence No. <b>426</b>		Street <b>NORTHWOOD TRL</b>		Apt.	City <b>CEAR HILL</b>	State/Zip <b>TX 75104</b>	
Business No.		Street		Apt.	City	State/Zip	
D.L.# <input type="checkbox"/> / I.D.# <input type="checkbox"/> <b>11037005</b>		State <b>TX</b>	Type <b>C</b>	CDL <input type="checkbox"/> Yes <input type="checkbox"/> No	Search <input type="checkbox"/> Yes <input type="checkbox"/> No Search Type <input type="checkbox"/> CONSENT <input type="checkbox"/> PC <input type="checkbox"/> INCIDENT TO ARREST <input type="checkbox"/> PLAIN VIEW		
Year	Color	Make	Model	Style	Lic. Yr.	State	#
Date Of Offense <b>1/31/2018</b>		Time <b>2:48</b>	<input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	District	Traffic Citation <input type="checkbox"/>	Non-Traffic <input checked="" type="checkbox"/>	Direction Traveled N E S W
OCA# Offense (C)	M.I.P. Tobacco	Ran Red Light	Speed _____ MPH in a _____ MPH		<input type="checkbox"/> CZ <input type="checkbox"/> WP <input type="checkbox"/> School Zone		
Possession of Drug Paraphernalia	City Ordinance Viol. <b>9-26(p) 9-60</b>	Ran Stop Sign	Failed to Yield R.O.W.	Disregard Traffic Control Device	Seat Belt Violation	Child Restraint	
M.I.P. Alcohol	Registration Violation	Inspection Violation	No Proof of Insurance	D. L. Violation	Theft	Assault	
Location of Offense <b>426 NORTHWOOD TRL</b>				Offense (A) <b>Failure to remove outside storage 4359</b>			
				Offense (B) <b>Failure to remove trash/debris 4909</b>			
				Offense (C)			
Witness (See Reverse Side) <input type="checkbox"/> Yes <input type="checkbox"/> No		PC FOR STOP:		I agree to appear as directed (see reverse) This is not a plea of guilt.			Juvenile <input type="checkbox"/>
Officer		Badge #		<b>X</b>			
Officer <b>[Signature]</b>		Badge # <b>330</b>		THIS CITATION IS DELINQUENT THIRTY (30) DAYS FROM: ISSUE DATE			
				MONTH DAY YEAR <b>1 31 2018</b>			

09/01/05

Read attached instructions

7017 1000 0000 0935 4667

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<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <b>Gina Anderson</b>	
Street and Apt. No., or PO Box No. <b>426 Northwood TRL</b>	
City, State, ZIP+4® <b>Cedar Hill, TX 75104</b>	

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions





01.31.2018 14:48



01.31.2018 14:48



01.31.2018 14:48





## Code Enforcement Department

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972-291-5100 X1090  
F. 972-291-7250

# FINAL NOTICE OF VIOLATION

ANDERSON GINA  
426 NORTHWOOD TRL  
CEDAR HILL, TEXAS 75104-1983

RE: 426 NORTHWOOD TRL CEDAR HILL TX  
Description: NORTHWOOD TRAILS INST 2 BLK D  
LOT 29 INT200503546435 DD10062005  
CO-DC 0335200D02900 4CH0335200D  
APN: 160335200D0290000  
Case No: CE-18-0372  
Officer: Alexis Sartin

Date: January 31, 2018

ANDERSON GINA,

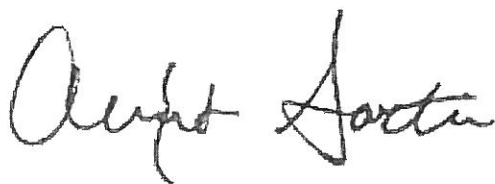
It has come to the attention of the City of Cedar Hill that condition(s) exist at **426 NORTHWOOD TRL**. An inspection was conducted on **January 31, 2018** to confirm the existence of these condition(s) and may present a safety hazard to the neighboring area.

Code Section:	Violation Description:	Corrective Action:
9-60	It shall be unlawful for any person to place any garbage, trash, debris, furniture, grass cuttings, brush, stagnant water or a dead animal upon any vacant lot or any public or private premises within the city.	Remove trash and debris from property. All trash bags must be placed inside the green bin with the lid fully closed to be serviced.
9-53(c)	It shall be unlawful for any customer to place any containers of garbage or trash at such location prior to twelve (12) hours before the day of scheduled collection.	Place trash out according to the guidelines. Remove car seat. Bulk trash is picked up from the curb during the second week of the month for your area (beginning February 12).
4-302(9) 4-62 (79)	Fences around swimming pools shall comply with Appendix G of the current adopted International Residential Code. Swimming pools shall comply with section 3109.1 of the International Building Code.	Fence required for any swimming pool that contains 24 inches of water. <b>Remove pool or replace fence. FINAL NOTICE: A citation can be issued for every day the violation exists.</b>
9-26(l)	Fences shall not be out vertical alignment more than 25 degrees. Any and all broken, damaged, removed or missing parts of said fence shall be replaced with material and quality of original fence. Fences shall not be externally braced in lieu of replacing or repairing posts or other structural members.	Remove the rest of the fence and pool, OR replace missing fence and gate to keep pool up. Partial fences do not meet city code. <b>FINAL NOTICE: A citation can be issued for every day the violation exists.</b>
9-26(p)	It shall be unlawful for any person to allow, permit, conduct or maintain any outside storage on any portion of a lot or tract, outside of an enclosed structure, or under a carport or covered patio or other projecting overhang, for a continuous period in excess of seven days during a calendar year within the city. Each day during which outside storage occurs shall constitute a separate offense.	Remove outside storage (couch on porch) from property.



The condition(s) must be corrected by **February 7, 2018**. If the violation remains or reoccurs, a citation, with a fine punishable by up to \$2,000 will be issued. The City may also have the violation corrected and bill you for the charges plus an addition \$150 per violation for administrative expenses. A lien may be placed against the property for the cost of these services if payment of these charges is not made. The City Ordinance provides that the violation may be removed by the City under this same procedure for subsequent violations.

Should you have any questions concerning this notice, feel free to contact the Code Enforcement Department at **972-291-5100 ext. 1120**. Thank you for your cooperation.

A handwritten signature in black ink, appearing to read "Alexis Sartin". The signature is fluid and cursive, with the first name "Alexis" written in a larger, more prominent script than the last name "Sartin".

Alexis Sartin  
Code Officer  
972-291-5100 ext. 1120


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## Residential Account #160335200D0290000

[Location](#)
[Owner](#)
[Legal Desc](#)
[Value](#)
[Main Improvement](#)
[Additional Improvements](#)
[Land](#)
[Exemptions](#)  
[Estimated Taxes](#)
[History](#)

### Property Location (Current 2018)

**Address:** 426 NORTHWOOD TRL

**Neighborhood:** 4ESJ04

**Mapsc:** 81B-A (DALLAS)

[DCAD Property Map](#)

[2017 Appraisal Notice](#)

### Electronic Documents (ENS)

[File Homestead Exemption Online](#)



[Print Homestead Exemption Form](#)

### Owner (Current 2018)

ANDERSON GINA  
 426 NORTHWOOD TRL  
 CEDAR HILL, TEXAS 751041983

### Multi-Owner (Current 2018)

Owner Name	Ownership %
ANDERSON GINA	100%

### Legal Desc (Current 2018)

- 1: NORTHWOOD TRAILS INST 2
- 2: BLK D LOT 29
- 3:
- 4: INT200503546435 DD10062005 CO-DC
- 5: 0335200D02900 4CH0335200D

**Deed Transfer Date:** 10/14/2005

### Value

2017 Certified Values	
Improvement:	\$126,210
Land:	+ \$20,000
Market Value:	= \$146,210
Revaluation Year:	2017
Previous Revaluation Year:	2016

### Main Improvement (Current 2018)

Building Class	16	Construction Type	FRAME	# Baths (Full/Half)	2/0
Year Built	1985	Foundation	SLAB	# Kitchens	1

## CITY OF CEDAR HILL TEXAS

CITATION Nº

160381

Name Last <b>ANDERSON</b>		First <b>GINA</b>		MI. <b>L</b>	Sex <b>F</b>	ETHNICITY: CAUCASIAN <input type="checkbox"/> AFRICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> MIDDLE EASTERN <input type="checkbox"/>	
Height	Weight	Hair	Eyes	DOB <b>3</b>	Month <b>12</b>	Day <b>19</b>	Year <b>1975</b>
Residence No. <b>4216</b>		Street <b>NORTHWOOD TRL</b>		Apt.	City <b>CEDAR HILL</b>	State/Zip <b>TX 75104</b>	
Business No.		Street		Apt.	City	State/Zip	
D.L.# <input type="checkbox"/> I.D.# <input type="checkbox"/>		State <b>TX</b>	Type <b>C</b>	CDL <input type="checkbox"/> Yes <input type="checkbox"/> No		Search <input type="checkbox"/> Yes <input type="checkbox"/> No Search Type <input type="checkbox"/> CONSENT <input type="checkbox"/> PC <input type="checkbox"/> INCIDENT TO ARREST <input type="checkbox"/> PLAIN VIEW	
Year	Color	Make	Model	Style	Lic. Yr.	State	#
Date Of Offense <b>2/12/2018</b>		Time <b>12:53</b>	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	District	Traffic Citation <input type="checkbox"/>	Non-Traffic <input checked="" type="checkbox"/>	Direction Traveled N E S W
OCA# Offense (C)	M.I.P. Tobacco	Ran Red Light	Speed <input type="checkbox"/> MPH in a <input type="checkbox"/> MPH		<input type="checkbox"/> CZ <input type="checkbox"/> WP <input type="checkbox"/> School Zone		
Possession of Drug Paraphenalia	City Ordinance Viol. <b>9-60</b>	Ran Stop Sign	Failed to Yield R.O.W.	Disregard Traffic Control Device	Seat Belt Violation	Child Restraint	
M.I.P. Alcohol	Registration Violation	Inspection Violation	No Proof of Insurance	D. L. Violation	Theft	Assault	
Location of Offense <b>4216 NORTHWOOD TRL</b>				Offense (A) <b>Failure to remove trash/debris 4909</b>			
				Offense (B)			
				Offense (C)			
Witness <input type="checkbox"/> Yes <input type="checkbox"/> No	(See Reverse Side)		PC FOR STOP:		I agree to appear as directed (see reverse) This is not a plea of guilt.		Juvenile <input type="checkbox"/>
Officer	Badge #		<b>X</b>				
Officer	Badge # <b>330</b>		THIS CITATION IS DELINQUENT THIRTY (30) DAYS FROM: ISSUE DATE				
C9/01/05				MONTH DAY YEAR <b>2 12 2018</b>			

Read attached instructions

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<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <b>Gina Anderson</b>	
Street and Apt. No., or PO Box No. <b>4216 Northwood Trl.</b>	
City, State, ZIP+4® <b>Cedar Hill, TX 75104-1983</b>	

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions





02.12.2018 12:53



02.12.2018 12:53



02.12.2018 12:52



02.12.2018 12:52





## Code Enforcement Department

285 Uptown Blvd., Cedar Hill, TX 75104

O. 972-291-5100 X1090

F. 972-291-7250

# FINAL NOTICE OF VIOLATION

ANDERSON GINA  
426 NORTHWOOD TRL  
CEDAR HILL, TEXAS 75104-1983

RE: 426 NORTHWOOD TRL CEDAR HILL TX  
Description: NORTHWOOD TRAILS INST 2 BLK D  
LOT 29 INT200503546435 DD10062005  
CO-DC 0335200D02900 4CH0335200D  
APN: 160335200D0290000  
Case No: CE-18-0372  
Officer: Alexis Sartin

Date: February 12, 2018

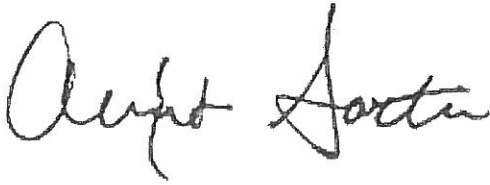
ANDERSON GINA,

It has come to the attention of the City of Cedar Hill that condition(s) exist at **426 NORTHWOOD TRL**. An inspection was conducted on **February 12, 2018** to confirm the existence of these condition(s) and may present a safety hazard to the neighboring area.

Code Section:	Violation Description:	Corrective Action:
9-60	It shall be unlawful for any person to place any garbage, trash, debris, furniture, grass cuttings, brush, stagnant water or a dead animal upon any vacant lot or any public or private premises within the city.	Remove trash and debris from property (back porch and driveway). All trash bags must be placed inside the green bin with the lid fully closed to be serviced. <b>FINAL NOTICE: A citation can be issued for every day the violation exists.</b>
9-26(l)	Fences shall not be out vertical alignment more than 25 degrees. Any and all broken, damaged, removed or missing parts of said fence shall be replaced with material and quality of original fence. Fences shall not be externally braced in lieu of replacing or repairing posts or other structural members.	Partial fences do not meet city code, repair or remove. <b>FINAL NOTICE: A citation can be issued for every day the violation exists.</b>
9-26(p)	It shall be unlawful for any person to allow, permit, conduct or maintain any outside storage on any portion of a lot or tract, outside of an enclosed structure, or under a carport or covered patio or other projecting overhang, for a continuous period in excess of seven days during a calendar year within the city. Each day during which outside storage occurs shall constitute a separate offense.	Remove outside storage from property. <b>FINAL NOTICE: A citation can be issued for every day the violation exists.</b>
4-193	Address numbers shall be a minimum of four (4) inches in height and visible from the public street, alleyway, and/or access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters.	Place address numbers on the front of the structure.

The condition(s) must be corrected by **February 19, 2018**. If the violation remains or reoccurs, a citation, with a fine punishable by up to \$2,000 will be issued. The City may also have the violation corrected and bill you for the charges plus an addition \$150 per violation for administrative expenses. A lien may be placed against the property for the cost of these services if payment of these charges is not made. The City Ordinance provides that the violation may be removed by the City under this same procedure for subsequent violations.

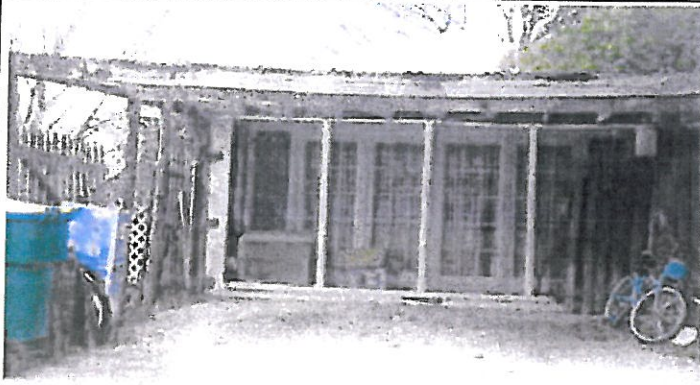
Should you have any questions concerning this notice, feel free to contact the Code Enforcement Department at **972-291-5100 ext. 1120**. Thank you for your cooperation.

A handwritten signature in black ink, appearing to read "Alexis Sartin". The signature is fluid and cursive, with the first name "Alexis" written in a larger, more prominent script than the last name "Sartin".

Alexis Sartin  
Code Officer  
972-291-5100 ext. 1120



Photographs



02 12 2018 12 53

426 Northwood Trl (1).JPG



02 12 2018 12 52

426 Northwood Trl (2).JPG



02 12 2018 12 52

426 Northwood Trl (3).JPG



02 12 2018 12 53

426 Northwood Trl (4).JPG

## CITY OF CEDAR HILL TEXAS

CITATION N°

160386

Name		Last		First		MI.		Sex		ETHNICITY: CAUCASIAN <input type="checkbox"/> AFRICAN <input type="checkbox"/> HISPANIC <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> MIDDLE EASTERN <input type="checkbox"/>					
Height		Weight		Hair		Eyes		Month		Day		Year		Phone	
Residence No.		4216		Street		NORTHWOOD TRL		Apt.		City		CEDAR HILL TX		State/Zip	
Business No.				Street				Apt.		City				State/Zip	
DL #		11037005		State		TX		Type		C		CDL		Yes <input type="checkbox"/> No <input type="checkbox"/>	
Year		2018		Color				Make				Model			
Date of Offense		2/28/2018		Time		2:31		A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>		District		Traffic Citation		Non-Traffic <input checked="" type="checkbox"/>	
OCA#		Offense (C)		M.I.P.		Tobacco		City Ordinance		Viol. 940.9-26		Registration		Violation	
Possession of Drug				Paraphernalia				M.I.P.				Alcohol			
Location of Offense		4216 NORTHWOOD TRL		Offense (A)		Failure to remove trash/debris		Offense (B)		Failure to remove outside storage		Offense (C)		Failure to repair or remove fence	
Witness		(See Reverse Side)		Yes <input type="checkbox"/> No <input type="checkbox"/>		PC FOR STOP:		I agree to appear as directed (see reverse)		This is not a plea of guilt.		Juvenile <input type="checkbox"/>			
Officer		C. J. S. S. S.		Badge #		330		X		THIS CITATION IS DELINQUENT THIRTY (30) DAYS FROM ISSUE DATE		MONTH		DAY	
Officer		C. J. S. S. S.		Badge #		330		X		THIS CITATION IS DELINQUENT THIRTY (30) DAYS FROM ISSUE DATE		YEAR		2018	

Read attached instructions

U.S. Postal Service<sup>TM</sup>  
CERTIFIED MAIL<sup>®</sup> RECEIPT  
Domestic Mail OnlyFor delivery information, visit our website at [www.usps.com](http://www.usps.com)<sup>®</sup>.

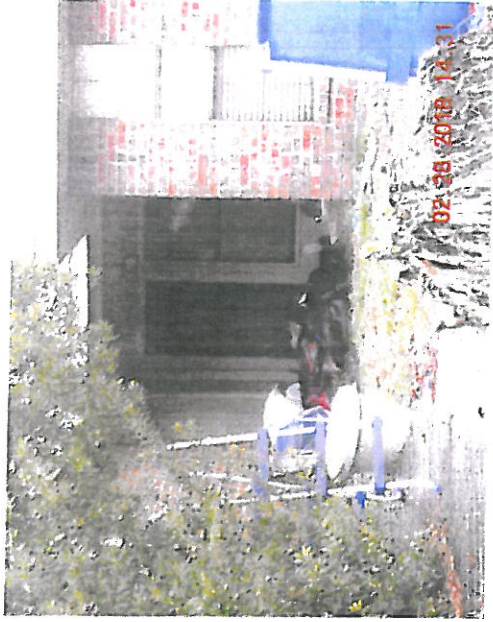
OFFICIAL USE

Certified Mail Fee		\$	
Extra Services & Fees (check box and fee as appropriate)		\$	
<input type="checkbox"/> Return Receipt (hardcopy)		\$	
<input type="checkbox"/> Return Receipt (electronic)		\$	
<input type="checkbox"/> Certified Mail Restricted Delivery		\$	
<input type="checkbox"/> Adult Signature Required		\$	
<input type="checkbox"/> Adult Signature Restricted Delivery		\$	
Postage		\$	
Total Postage and Fees		\$	

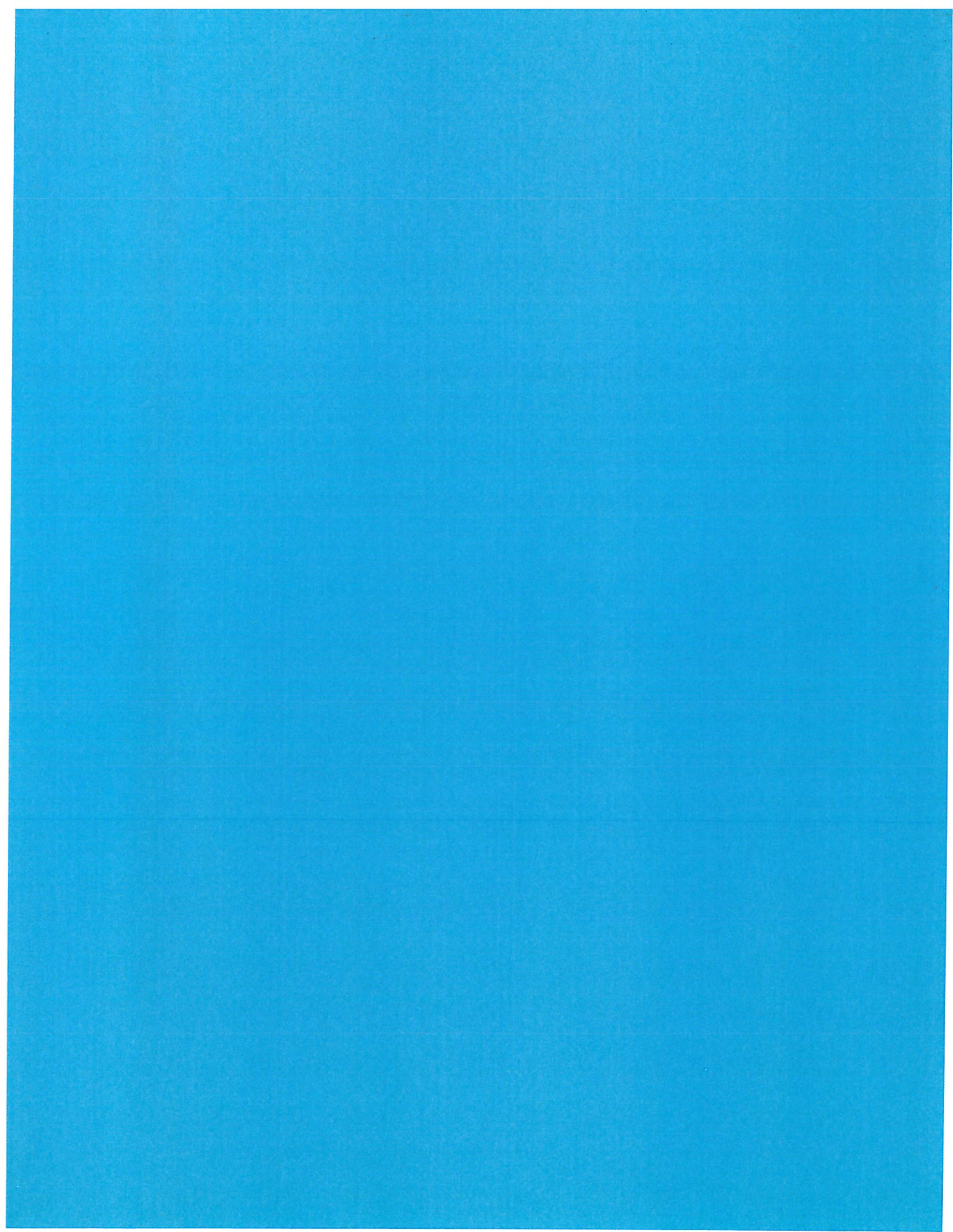
Postmark  
HereSent To Gina Anderson  
Street and Apt. No., or PO Box No. 1212 Northwood Trl

159E 5660 0000 0000 0000 2702













Code Enforcement Department

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972.291.5100 X1090  
F. 972.291.7250

March 14, 2018

**VIA CERTIFIED MAIL OR REGISTERS MAIL, RETURN RECEIPT REQUESTED**

Opendoor Property W2, LLC  
405 Howard St Ste 550  
San Francisco, CA 94105

**NOTICE OF PROPOSED ABATEMENT PROCEEDINGS PERTAINING TO 746 Lowe Drive., CEDAR HILL, TEXAS**

Please be advised that pursuant to Section 9-22 of the Cedar Hill Code of Ordinances, a hearing will be held before the Building Appeals and Advisory Board at **7:00pm on March 26, 2018 at 285 Uptown Blvd, 2<sup>nd</sup> Floor Planning Conference Room, Cedar Hill, Texas, 75104**, to hear and consider all relevant evidence, objects or protests relative to the alleged public nuisance at **746 Lowe Drive.**, Cedar Hill, Texas, and to the proposed abatement measures and proceedings in connection with said nuisance.

At the time and location of the said hearing, the Building Appeals and Advisory Board shall receive testimony from owners, witnesses, city personnel and interested persons relative to the alleged public nuisance at **746 Lowe Drive**, Cedar Hill, Texas, and to the proposed abatement measures and proceedings in connection with said nuisance.

*You are encouraged to attend the hearing regarding your property and present relevant evidence and testimony.*

Sincerely,

Tina Mitchell  
Sr. Code Enforcement Officer

CERTIFIED MAIL 7017 1000 0000 0935 3622  
5-Day Return Receipt Requested

MAYOR, ROB FRANKE • MAYOR PRO TEM, CHRIS PARVIN • STE  
DANIEL C. HAYDIN, JR. • CLIFFORD R. SHAW • WALLACE SWAYZE

7017 1000 0000 0935 3622

<b>U.S. Postal Service<sup>TM</sup></b> <b>CERTIFIED MAIL<sup>®</sup> RECEIPT</b> Domestic Mail Only	
<b>OFFICIAL USE</b>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> .	
<b>Certified Mail Fee</b>	\$
<b>Extra Services &amp; Fees (check box and fee as appropriate)</b>	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
<b>Postage</b>	\$
<b>Total Postage and Fees</b>	\$
<b>Sent To</b>	
<b>Street and Apt. No., or PO Box No.</b>	
<b>City, State, Zip+4<sup>®</sup></b>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Postmark Here

## 746 Lowe Dr. – Fence, Broken Window

My name is Reba Farr and I am a Code Enforcement Officer with the Code and Neighborhood Services Office for the City of Cedar Hill.

1. This property has been the subject of ongoing investigations by this office. Suspected code violations have existed and continue to exist. I have personal knowledge of the nature of the code violations alleged and the attempts made to bring those violations into compliance.
2. I opened a case for the property after receiving a complaint about trash and debris in the alley on February 16, 2018.
3. On February 26, 2018 I inspected the property and found trash and debris dumped at the end of the driveway in the alley. I sent a Notice of Violation to the property owner, OPENDOOR PROPERTY W21 LLC and the address on the water account OPENDOOR DALLAS HOMES 1 LLC. Picture was taken.
4. On February 26, 2018 I re-inspected the property and found that the trash and debris remains and now two fence panels were down in the back yard, fence was pulling apart in front and there was a broken upstairs window.
5. On February 26, 2018 I sent the second Notice of Violation with pictures to property owner and property location as well as sending an email to [open.utilities@aquaproperty.net](mailto:open.utilities@aquaproperty.net) stating that a citation will be issued if not brought into compliance. I did not receive any response from email.
6. On March 7, 2018 I re-inspected property and found no change to any of the code violations. Contractor was hired to remove trash and debris and two fallen fence panels.
7. On March 8, 2018 Contractor, Lupe Ramirez called to say he will try to have it done by 5pm today if possible.
8. On March 12, 2018 I inspected property and found trash and debris and two fallen fence panels removed.

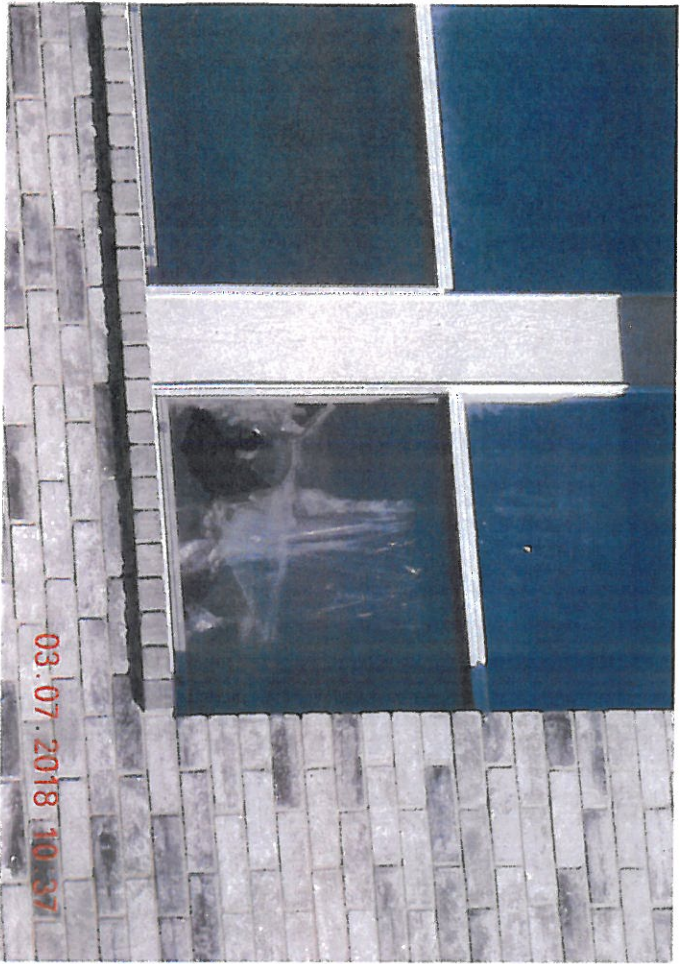




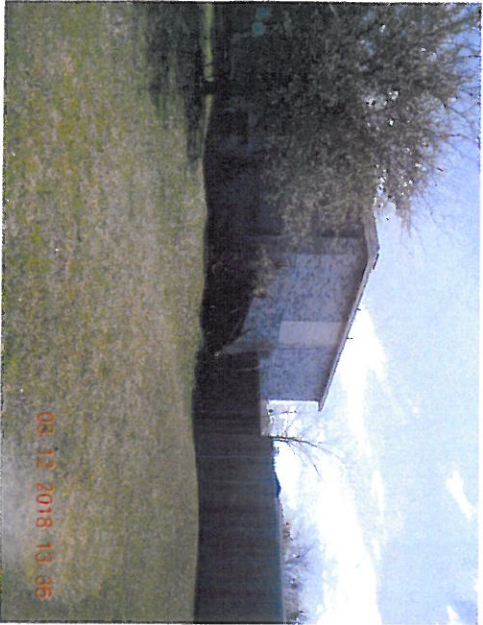














## NOTICE OF VIOLATION

**BRADSHAW LYNETTE**  
**746 LOWE DR**  
**CEDAR HILL, TEXAS 75104-9140**

**RE:** 746 LOWE ST CEDAR HILL TX 75104  
**Description:** HIGHLANDS NORTH PH 2 BLK 4 LT 5  
VOL2002035/1589 DD02122002 CO-DC  
0207700400500 21602077004  
**APN:** 16020770040050000  
**Case No:** CE-18-0840  
**Officer:** Reba Farr

**Date: February 26, 2018**

**BRADSHAW LYNETTE,**

It has come to the attention of the City of Cedar Hill that condition(s) exist at **746 LOWE ST**. An inspection was conducted on **February 26, 2018** to confirm the existence of these condition(s) and may present a safety hazard to the neighboring area.

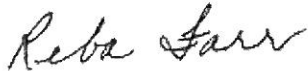
Code Section:	Violation Description:	Corrective Action:
9-53(c)	It shall be unlawful for any customer to place any containers of garbage or trash at such location prior to twelve (12) hours before the day of scheduled collection.	Place trash out according to the guidelines. TRASH MUST BE CONTAINED AND PLACED IN BIN. BULK ITEMS ARE PICKED UP AT CURB ONLY.
9-60	It shall be unlawful for any person to place any garbage, trash, debris, furniture, grass cuttings, brush, stagnant water or a dead animal upon any vacant lot or any public or private premises within the city.	Remove trash and debris from property.
9-26(p)	It shall be unlawful for any person to allow, permit, conduct or maintain any outside storage on any portion of a lot or tract, outside of an enclosed structure, or under a carport or covered patio or other projecting overhang, for a continuous period in excess of seven days during a calendar year within the city. Each day during which outside storage occurs shall constitute a separate offense.	Remove outside storage from property.
4-193	Address numbers shall be a minimum of four (4) inches in height and visible from the public street, alleyway, and/or access. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters.	Place address numbers on the structure. REAR
9-26(l)	Fences shall not be out vertical alignment more than 25 degrees. Any and all broken, damaged, removed or missing parts of said fence shall be replaced with material and quality of original fence. Fences shall not be externally braced in lieu of replacing or repairing posts or other structural members.	Repair or replace fence. If more than 50 percent of a fence is being replaced, please make written application for a permit. The permit application shall be accompanied by a site plan showing the location of the fences on the property. Permit application forms can be



		found at <a href="http://www.cedarhilltx.com">www.cedarhilltx.com</a> .
9-27(c)	Peeling paint, cracked or loose plaster, broken glass, decayed wood and other defective surface conditions shall be repaired, replaced or restored.	PLEASE REPLACE BROKEN WINDOW.

The condition(s) must be corrected by **March 5, 2018**. If the violation remains or reoccurs, a citation, with a fine punishable by up to \$2,000 will be issued. The City may also have the violation corrected and bill you for the charges plus an addition \$150 per violation for administrative expenses. A lien may be placed against the property for the cost of these services if payment of these charges is not made. The City Ordinance provides that the violation may be removed by the City under this same procedure for subsequent violations.

Should you have any questions concerning this notice, feel free to contact the Code Enforcement Department at **(972) 291-5100 x 1095**. Thank you for your cooperation.



Reba Farr  
Code Enforcement Officer  
(972) 291-5100 x 1095

Photographs



746 Lowe.JPG



746 Lowe (1).JPG



746 Lowe (2).JPG



746 Lowe (3).JPG





**COPY**

**Code Enforcement Department**

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972-291-5100 X1090  
F. 972-291-7250

## NOTICE OF VIOLATION

**OPENDOOR DALLAS HOMES 1 LLC**  
**746 LOWE ST**  
**CEDAR HILL, TX 75104**

**RE: 746 LOWE ST CEDAR HILL TX 75104**  
**Description: HIGHLANDS NORTH PH 2 BLK 4 LT 5**  
**VOL2002035/1589 DD02122002 CO-DC**  
**0207700400500 21602077004**  
**APN: 16020770040050000**  
**Case No: CE-18-0840**  
**Officer: Reba Farr**

**Date: February 26, 2018**

**OPENDOOR DALLAS HOMES 1 LLC,**

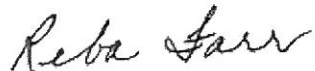
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Reba Farr  
Code Enforcement Officer  
(972) 291-5100 x 1095



Photographs



746 Lowe.JPG



746 Lowe (1).JPG



746 Lowe (2).JPG



746 Lowe (3).JPG



**COPY**

**Code Enforcement Department**

285 Uptown Blvd., Cedar Hill, TX 75104  
O. 972-291-5100 X1090  
F. 972-291-7250

## NOTICE OF VIOLATION

**OPENDOOR DALLAS HOMES 1 LLC**  
**PO BOX 1185**  
**PICO RIVERA, CA 90660**

**RE:** 746 LOWE ST CEDAR HILL TX 75104  
**Description:** HIGHLANDS NORTH PH 2 BLK 4 LT 5  
VOL2002035/1589 DD02122002 CO-DC  
0207700400500 21602077004  
**APN:** 16020770040050000  
**Case No:** CE-18-0840  
**Officer:** Reba Farr

**Date: February 26, 2018**

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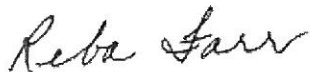
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Reba Farr  
Code Enforcement Officer  
(972) 291-5100 x 1095

Photographs



746 Lowe.JPG



746 Lowe (1).JPG



746 Lowe (2).JPG



746 Lowe (3).JPG



NAVIGATION LINKS

- DCAD Videos
  - Annual Report
  - About DCAD
  - Search Appraisals
    - By Owner
    - By Account
    - By Address
    - By Business
- Find Property on Map
- Online BPP Rendition
- Online TaxRep Website
- Forms
- Data Products
- Open Records
- GIS Data Products
- Exemptions
- Property Valuation Process
- Protest Process
- Paying Taxes
- Local Tax Offices
- Taxing Unit Rates
- F.A.Q.
- Calendar
- Certified Value Summaries
- Certified Comparisons
- Certification Reports
- Preliminary Comparisons
- Average SFR Values
- Reappraisal Plan
- Water & Electricity Usage
- Administration
- Human Resources

Residential Account #16020770040050000

Location Owner Legal Desc Value Main Improvement Additional Improvements Land Exemptions Estimated Taxes History

Property Location (Current 2018)

Address: 746 LOWE ST  
Neighborhood: 4ESN03  
Mapsc0: 82-A (DALLAS)

DCAD Property Map

2017 Appraisal Notice

Electronic Documents (ENS)

File Homestead Exemption Online



Print Homestead Exemption Form

Owner (Current 2018)

OPENDOOR PROPERTY W21 LLC  
405 HOWARD ST STE 550  
SAN FRANCISCO, CALIFORNIA 941050000

Multi-Owner (Current 2018)

Owner Name	Ownership %
OPENDOOR PROPERTY W21 LLC	100%

Legal Desc (Current 2018)

- 1: HIGHLANDS NORTH PH 2
  - 2: BLK 4 LT 5
  - 3:
  - 4: INT201800030032 DD01312018 CO-DC
  - 5: 0207700400500 4CH02077004
- Deed Transfer Date: 2/2/2018

Value

2017 Certified Values	
Improvement:	\$165,030
Land:	+ \$27,000
Market Value:	= \$192,030
Capped Value: \$162,261	
Revaluation Year:	2017
Previous Revaluation Year:	2016