CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

Code Enforcement

285 Uptown Blvd., Cedar Hill, TX 75104
O. 972.291.5100 X 1090
F. 972 .291.7250

NOTICE OF MEETING
BUILDING APPEALS AND ADVISORY BOARD
MONDAY, April 16, 2018
TURK CANNADY BRIEFING ROOM-1ST 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 March 26, 2018.

III. 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.

VI. Review and consider a request by Kathy Creeach, 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.

V. Review the extension granted to Donald Ramsey for an extension on the completion of the exterior of the house at 2415 Amber Leaf Court to March 31, 2018.

VI. Adjourn.

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

Code Enforcement

285 Uptown Blvd., Cedar Hill, TX 75104
O. 972.291.5100 X 1090
F. 972 .291.7250

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

Jeanette Cosme

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

Building Appeals & Advisory Board
Meeting Minutes
Monday, March 26, 2018
Turk Cannady Briefing Room, Government Center

Members Present	Staff Present
Jack Frost	Gail Lux
Mike Bechdol	
David McDaniel	
Joe Pitt	Legal Council
Mark Dale	Ron McFarlane
Tom Tahaney	
Deborah Fulwiler	
George Ferguson	

I. Call meeting to order.

Chairman Joe Pitt called the meeting to order at 7:00pm declaring it an open meeting and that all notices had been properly posted and verified.

II. Approve minutes of the December 8, 2017 meeting.

Jack Frost made a motion to approve the minutes for the December 8, 2017 meeting. George Fergusson seconded the motion. The motion was approved by all.

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.

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

Charlene Nijmen of Green Education Foundation spoke in favor of the exception to the ordinance. She stated that she is aware that the

donation collection container does not meet the size requirements of the ordinance due to the necessity to have four solar panels to operate the surveillance equipment and router for 24 hour a day monitoring. The collection container was designed this size to accommodate this equipment. Without this equipment, we would not be able to monitor the site, guarantee that the site stay orderly, debris, and graffiti free. If this is not possible, I would ask the board to allow the current bin to be exempt because it has been operating since 2015 and have been paying rent on the property before the ordinance was enacted. We were also not given the ability to participate on the new ordinance drafting. These units were designed as a central collection point for communities by offering a safe convent location. This unit is a used shipping container and is equipped with an off the grid solar system to operate the equipment at a central surveillance dispatch center. Local employees visit the unit on a daily basis and drivers are dispatched to the location as needed for pickup. We have had units like this in operation since 2013 with great success and there has been little vandalisms at these sites because of the surveillance monitoring 24/7.

David McDaniel asked how many communities in the North Texas area do you have these bins and how many employees do you have?

Charlene explained that they have approximately 20 in the state of Texas but the closest one is in Waxahachie. They employ two contractors to monitor and empty this particular bin.

David McDaniel asked how many permits do they have and the response was that most cities do not require permits just business licenses.

Deborah Fulwiler asked if all their unites were the same size and was responded with yes to accommodate the solar panels and equipment. Charlene explained that they have talked with cities and try to address concerns of illegal dumping and graffiti and that is one of the reason for the surveillance equipment.

George Ferguson asked about the monitoring system and it was explained that they are on a motion senor.

Joe Pitt asked where they are monitored and it was explained that they are monitored 24/7 in Guatemala.

Jack Frost asked if they have revisited the size of the units with the new technology of the equipment taking less power to operate.

Deborah Fulwiler asked what is the frequency of service. It was explained that it is based on the volume of the site. This unit is serviced at least once a week and sometimes twice a week.
Deborah Fulwiler asked why they have been still operating without a permit and the response was they did not know they needed on.

Gail Lux explained that notices were sent to all locations when the ordinance was adopted in September 2015.

Deborah Fulwiler asked if the units are anchored to the ground and the response was no not at this site but it could be. She also asked if they had records of the amount of collections taken from this site and was responded with yes they have records of amounts and frequency this unit is serviced.

Charlene explained the process that the items donated never go in the landfill they are repurposed and sold or recycled into another product.

George Ferguson made a motion to table this item until the April 16 meeting and seconded by Mike Bechdol. The motion was approved by all.

V. Review and consider a request by Kathy Creeach, 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.

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

Travis Alvarado of Excel Fitness and Planet Fitness franchisee spoke in favor of the exception of the ordinance. He explained that Cedar Hill is a big hole that need to be filled to offer a fitness club such as Planet Fitness. However, the size of the sing letters are not visible from FM 1382 and Hwy 67 and to adequately support the business a larger sign is needed for more visibility.

Mike Bechdol asked if there were any other signs in the area and was explained that there is two multi-tenant signs that are being used.

Gail Lux explained the size restrictions base on the size of the building and height of the sign. He also explained that the current sign on the building meets the requirements.

Travis Alvarado explained that a sign just a little bit bigger would help with the visibility of Planet Fitness.

Debora Fulwiler asked what the size requirements of the sign are and it was explained all the regulations.

David McDaniel asked if they could go back and try to redesign the sign letters and raise the sign to bring the sign more into compliance.

David made a motion to table the request 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. George Ferguson seconded.

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.

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

Gail Lux 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 January 31, 2018. The code officer has issued a citation. 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.

George Ferguson made a motion to declare the property at 426 Northwood Trails a public nuisance and directed staff to give the property owner a 10 day notice and if violation is not resolved directed staff to abate the nuisance. Jack Frost seconded the motion. The motion was approved by all.

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.

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

Gail Lux spoke in favor of the request. He said the fence violation was discovered on February16 2018. He said on the property has a fence down on the rear of the house. The property remains in violation.

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

Jack Frost made a motion to declare the property at 746 Lowe Drive a public nuisance a directed staff to give the property owner a 10 day notice and if the issue is not resolved directed staff to abate the nuisance. Tom Tahaney seconded the motion. All approved the motion.

VIII. Adjourn.

George Ferguson made a motion to adjourn. Tom Tahaney seconded the motion. The motion was approved by all.

Gail Lux

Dear Gail, Stacey and Cedar Hill Board Member,

Thank you for the opportunity to address the questions brought up at our last meeting.

Why is our unit different than a traditional collection box?

Green Education Foundation essentially fundraises in the same manner as most non-profits who collect donations using small boxes, except we do so using a more expensive – state-of-the-art collection station. The traditional smaller metal or wood donation boxes create a difficult enforcement issue for Cities when they are not properly maintained.

The smaller units often create a large unsightly mess for the property and community. They are easily filled to capacity and overfill often. When even just one donor decides to clean up his or her garage or storage, often that is enough to overfill a traditional sized bin. Since there is no method to monitor the site, the donations are often left outside for many days.

The smaller units are also susceptible to vandalism. They are often covered in graffiti and sometimes are pushed out of their location (even tipped over creating a safety hazard for cars).

We designed our station to solve the oversight issue that the smaller boxes cannot support. The size of our container is necessary, so we can have a complete solar array that powers 24-hour surveillance systems that monitors the site for illegal dumping, graffiti, and any other illegal activity. This system offers a more secure, safe and professional system for the reclamation of textiles. The unit can hold more donations therefore it does not have the same overflowing problem as the smaller sized bins.

We can also offer total accountability including daily picture reports to city code enforcers and property owners, so they can view what the site looks like 24 hours a day.

Why do we need such a large unit with so many solar panels? And why could we not use cameras that have smaller built in solar panels?

There is a misconception when it comes to these small built in solar cameras. They do not have nearly enough battery capacity to sustain 24-hour surveillance. Solar only works when there is sun. During the night, the system must rely on a battery backup to power the units. Unlike solar that is connected to the electricity grid (like on many homes), our Off-grid system cannot tap into the utility power system when sunlight is unavailable. Our system must rely on generating enough power from the sun in a limited amount of time (when the sun is out) so it can store that energy to be used when there is no sun.

Our 4 solar panels on the roof generate under 1 kilowatt of power. This is a low voltage system that allows us to monitor the station 24 hours a day, 7 days a week. Even during cloudy days our system sustains enough power to keep the cameras powered up for monitoring up to 7 days with no sun at all. In other words, we can monitor the site during winter months when we have 7 straight cloudy days. The small cameras with built in solar are not made for this type of surveillance.

Our system stream "live" constantly and is a state of the art "Smart" Donation station. It will detect if it is too cloudy outside and turn off the LED lights allowing the system to conserve power for the camera system. The system also has an MPPT tracking controller that regulates the voltage of the solar array output in order to optimize the storage of the sun's energy. Without this system, we would not be able to keep "eyes on this unit 24 hours and manage the site as well as we do.

We truly believe that the camera system is the most important tool in our management of these sites. If something is left outside, we can dispatch a service tech onsite to ensure the area is clean. The smaller bins simply don't have that capability.

I hope I have answered the two most important questions raised and I sincerely hope we can work together in supporting the Cedar Hill Community as I truly believe that our station is the solution to many of the problems associated with the smaller bins. We are committed to continually improving the "standards" of our industry so we can continue our mission

while addressing the Cities and Property Owners concerns. If a variance isn't possible, we would like to ask that our station be grandfathered in.

Thank you again for your time!

:k-Up Location Information

Account:	7G TX	Location Id:	6524
Location Name:	Pleasant Run Towne Crossing 707 - RPAI	Category	Kiosk
Location Status:	Active	Region:	Texas
Created By:	stephanie 1/13/2015 12:53 PM	Modified By:	stephanie 1/13/2015 12:53 PM

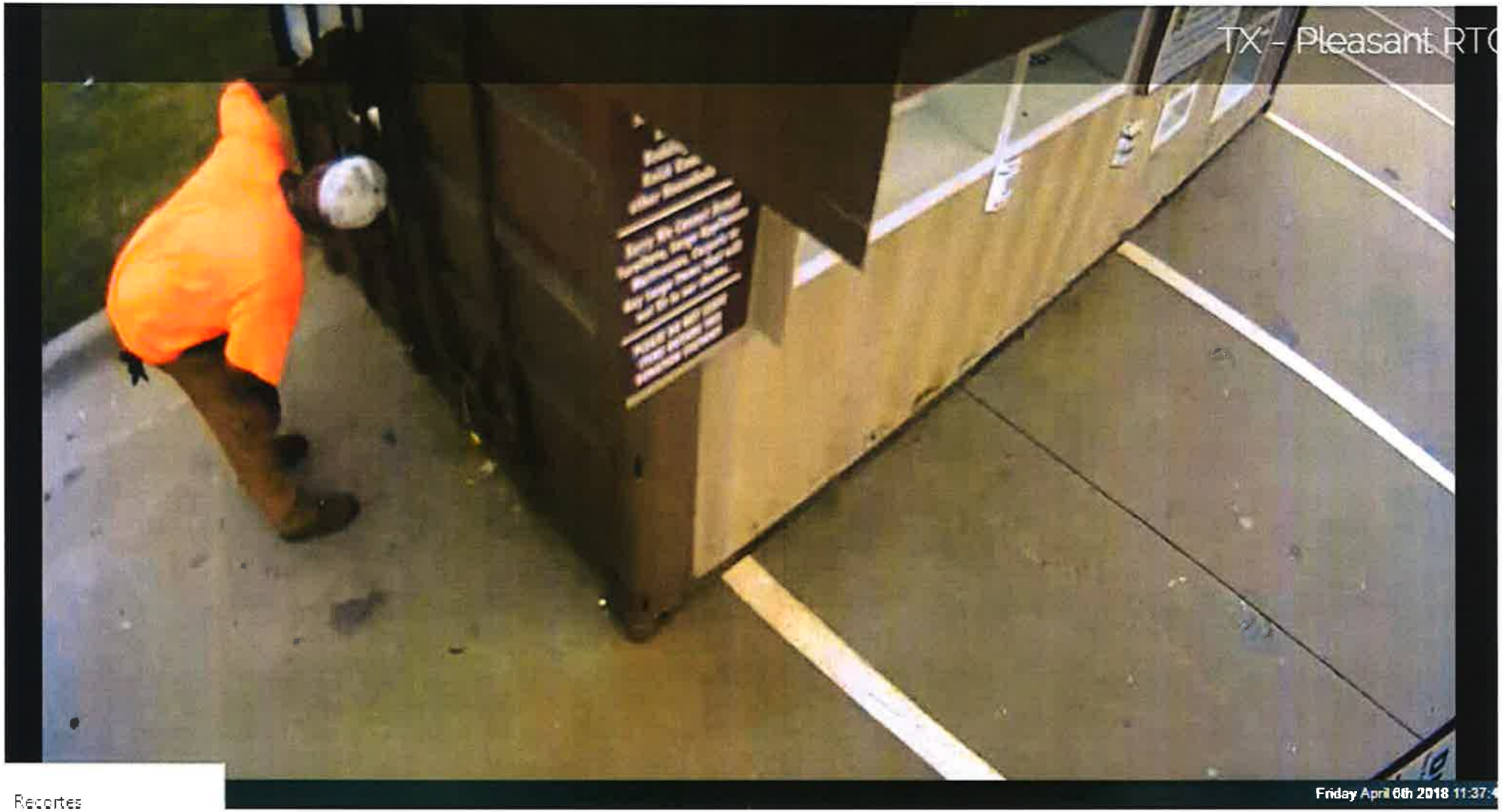
:k-Up Address Information

Street Address:	707 N US Hwy 67	City:	Cedar Hill
State:	TX	Zip Code:	75104

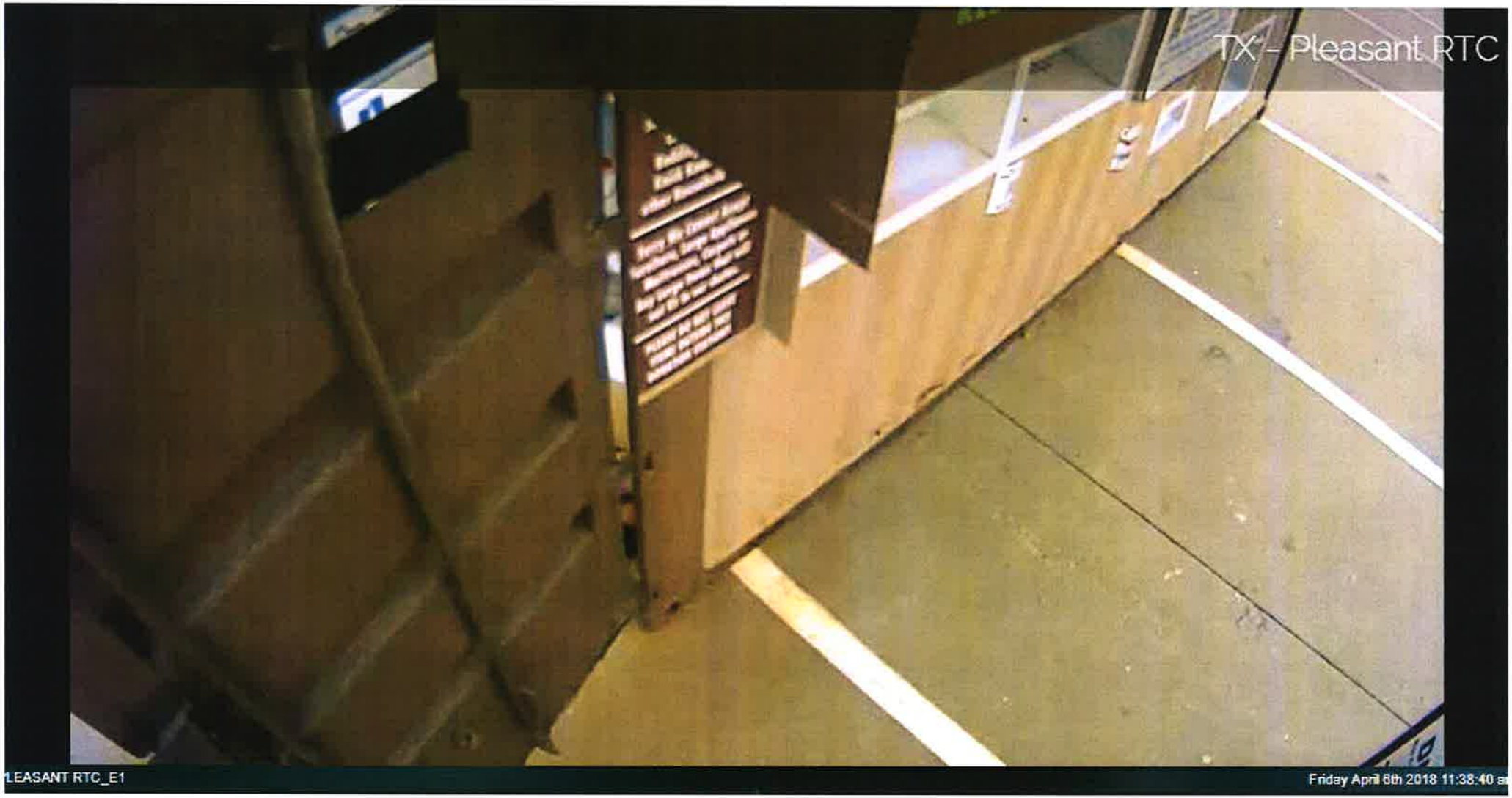
:ontainers | Financials | Collections | Notes

Collection Summary

	Current Month (Apr, 2018)	Current Quarter (Q2-2018)	All Time
Weight:	2,987	2,987	571,919
Average Weight:	2,987	2,987	3,125.2
Pick-Ups:	1	1	183



Recortes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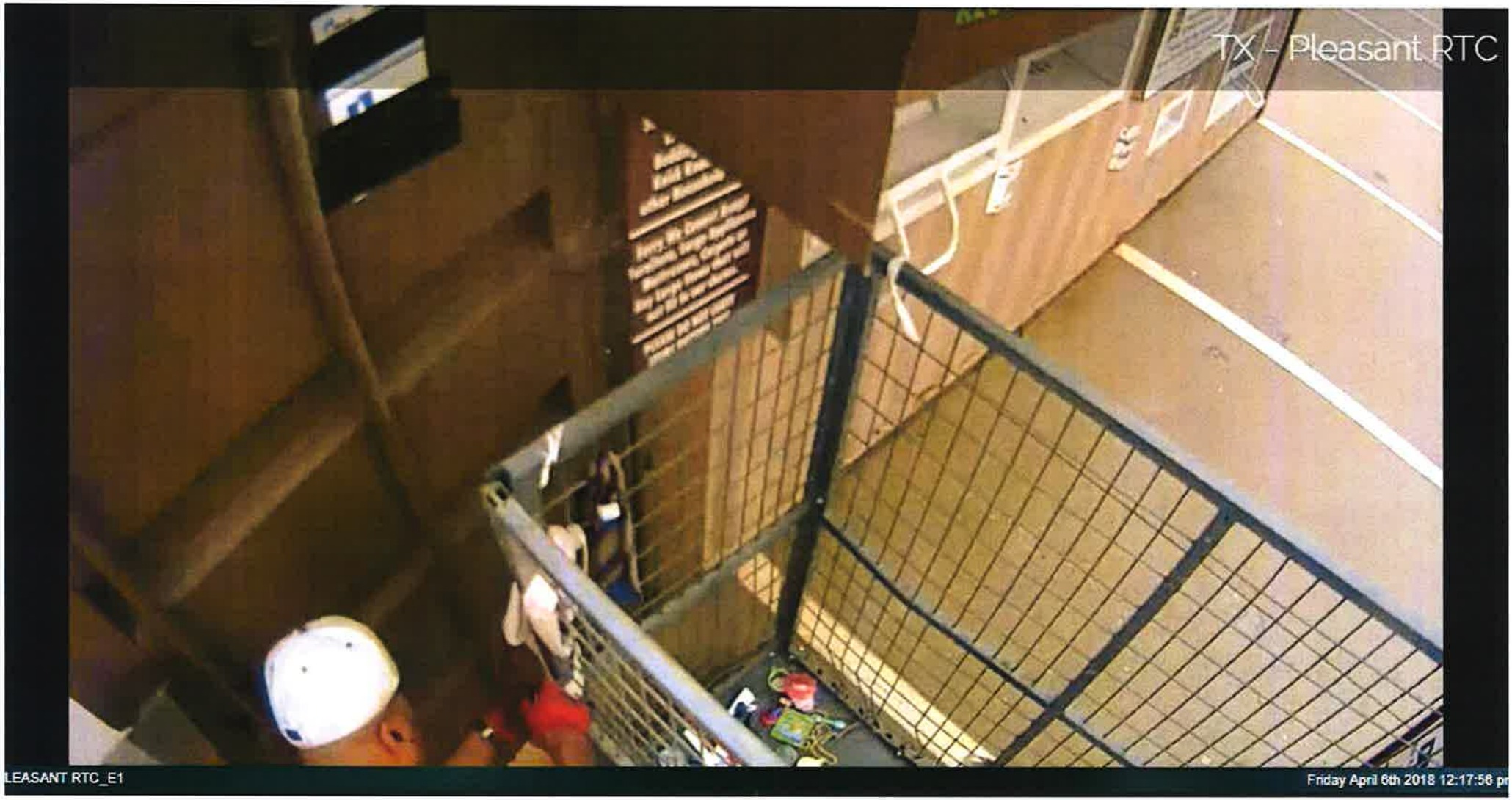
LEASANT RTC_E1
Friday April 6th 2018 11:38:40


TX - Pleasant RTC
LEASANT RTC_E1
Friday April 6th 2018 12:17:58 pm


TX - Pleasant RTC
SANT RTC_E1
Friday April 6th 2018 12:30:2

From: Matthew Prouty [mailto:matthew.prouty@wichitafallstx.gov]
Sent: Friday, May 20, 2016 1:47 PM
To: Kayla Ybarra <kayla@recyclingedu.com>
Subject: Re: Green Education Foundation - Wichita Falls, Texas

Hi Kayla,

For each unit that the Green Education Foundation would like to place an Utility Building permit would be required. This is for buildings under 250 square feet and that are an secondary use/structure to an existing primary use/ structure. I believe that your buildings are off grid and do not require commercial power or utility service and are approx. 200 S.F..

The permit fee for a Utility Building is an initial $36.00 and an additional 5 cents per square foot.

A site plan will be required for each building location. Establishing locations and that all parking requirements are still meet at existing uses/buildings and that all building setbacks are maintained.

If a structure is over 250 square feet and requires commercial power and utility connections it would then be classified as an Accessory Building and would require an Accessory Building permit.

Let me know if there is any thing else that we can help you with.

Matt

CODE COMPLIANCE BOND ($25,000)

STATE OF TEXAS§
COUNTY OF WICHITA§

Bond Number 100362032
Effective Date 8/24/2017

KNOW ALL MEN BY THESE PRESENTS:

THAT GREEN EDUCATION FOUNDATION, as Principal, and TEXAS BONDING COMPANY, who is authorized to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Wichita Falls, Texas, as Obligee, in the penal sum of **Twenty-Five Thousand and No/100 ($25,000.00) Dollars**, for the payment whereof we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal desires to engage in construction work governed by the Code of Ordinances of the City of Wichita Falls, Texas, including residential roofing, siding, and residential/commercial remodel/renovation.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully carry out the following requirements, then the above obligation shall be void, otherwise to be and remain in full force and effect, to-wit:

A. All work shall be done by Principal so that it shall conform with all of the rules and regulations provided by the Wichita Falls Building Code and all ordinances that may be hereafter passed.

B. Principal shall fully indemnify the City of Wichita Falls against all loss and damage occasioned by the negligence of the Principal failing properly to execute and protect any work done by him or his employees or under his direction and supervision.

In the event Principal fails or refuses to perform any construction work in accordance with such rules and regulations contained in said Building Code or any ordinance that may be hereafter passed, the owner of any house or premises who may be aggrieved or injured thereby may have recourse on this bond, or the City may take action on the bond; provided, that in such case, such work is first disapproved by the Building Inspector. The Inspector shall notify the Principal to make such changes as are required to comply with such rules and regulations; in case of failure or refusal on the part of Principal to rectify or change such work so as to make it comply with such rules and regulations, then after fourteen (14) days from the time notice was given, it shall be the duty of the Surety to make the required changes; upon default of the Principal or Surety performing the same as herein provided, the said owner, or the City for the owner's benefit, may have recourse against the Principal and Surety on this bond.

The annual aggregate liability of the Surety hereunder shall not exceed $25,000.00 regardless of the number of claims made under this bond and/or the number of years the bond has been in effect.

This bond expires at midnight one year from the effective date indicated above, unless cancelled by the surety with 30 days prior written notdication to the City of Wichita Falls, Texas.

SIGNED AND SEALED this 24th day of August, 2017.

GREEN EDUCATION FOUNDATION
Principal

By: _____
Signature **Title**

(affix seal)

1177 BRANHAM LN # 198
Principal's Street Address

SAN JOSE, CA, 95118
City **State** **Zip**

TEXAS BONDING COMPANY
Surety

By: _____
Attorney-in-Fact MAC ISCHANOV

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Santa Clara

On 8·30·2017 (Date) before me, Santana deeana Cuen (Here Insert Name and Title of the Officer)

personally appeared Charlene C. Nijmeh (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SANTANA DEEANA CUEN
Notary Public – California
Santa Clara County
Commission # 2189709
My Comm. Expires Apr 6, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Santana Deeana C
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 8·24·2017

Document Date: Code compliance bond Number of Pages: 4

Signer(s) Other Than Named Above: X

Capacity(ies) Claimed by Signer(s)

Signer's Name: Charlene C. Nijmeh	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☒ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On August 24, 2017 before me, Michael Thomas Denney, Notary Public
(insert name and title of the officer)

personally appeared Mac Ischanov,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MRO1 MICHAEL THOMAS DENNEY COMM. #2081868 Notary Public - California Santa Clara County My Comm. Expires Sep. 16, 2018 MRO1

Signature _____ (Seal)

Texas Bonding Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

1. You may contact your agent.
2. You may call the company's toll free telephone number for information or to make a complaint at:

   1-800-486-6695

3. You may also write to the company at:

   Texas Bonding Company
   801 S. Figueroa Street, Suite 700
   Los Angeles, CA 90017

4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

   1-800-252-3439

5. You may write to the Texas Department of Insurance at:

   Consumer Protection (111-1A)
   P.O. Box 149091
   Austin, TX 78714-9091
   Fax No. 512- 490-1007
   Web: www.tdi.texas.gov
   E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

1. Puede comunicarse con su agente.
2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:

   1-800-486-6695

3. Usted tambien puede escribir a la compañia:

   Texas Bonding Company
   801 S. Figueroa Street, Suite 700
   Los Angeles, CA 90017

4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

   1-800-252-3439

5. Puede escribir al Departamento de Seguros de Texas al:

   Consumer Protection (111-1A)
   P.O. Box 149091
   Austin, TX 78714-9091
   Fax No. 512- 490-1007
   Web: www.tdi.texas.gov
   E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA

Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Texas Bonding Company, an assumed name of American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

MAC ISCHANOV

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100362032 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty-five thousand and 00/100 ($25,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of TEXAS BONDING COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, Texas Bonding Company has caused its seal to be affixed hereto and executed by its President on this 1st day of December 2014.

State of California

County of Los Angeles SS:

TEXAS BONDING COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of December 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Adam S. Pessin, President of Texas Bonding Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____ (seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Kio Lo, Assistant Secretary of Texas Bonding Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2017.

Bond No. 100362032

Agency No. 13512

_____
Kio Lo, Assistant Secretary

TOKIO MARINE
HCC

Bond Execution Report

Bond Number: **100362032**

PRINCIPAL NAME AND ADDRESS
GREEN EDUCATION FOUNDATION 1177 BRANHAM LN # 196 SAN JOSE, CA, 95118

AGENCY NAME AND ADDRESS
ALL SPECTRUM INSURANCE BROKERS 4010 MOORPARK AVE SUITE 117 SAN JOSE, CA, 95117

OBLIGEE NAME AND ADDRESS
CITY OF WICHITA FALLS 1300 7TH ST. WICHITA FALLS, TX, 76301

BRANCH
SACRAMENTO
AGENCY NUMBER
13612
OBLIGEE NUMBER
111354
APPROVAL CODE
BONDWRITER #
CREDIT CARD AUTHORIZATION

PREMIUM TERM FROM	TO	*PREMIUM	COMMISSION		NET PREMIUM
8/24/2017	8/24/2018	$125.00	25.00%	$31.25	$93.75

COMPLETE SECTIONS BELOW FOR NON-CONTRACT BONDS

TYPE OF BOND (OTHER THAN CONTRACT)	BOND AMOUNT
CITY OF WICHITA FALLS - CODE COMPLIANCE BOND	$25,000.00

COMPLETE SECTIONS BELOW FOR CONTRACT BONDS

CONTRACT AMOUNT	BOND PENALTY	
	PERFORMANCE	PAYMENT

CONTRACT NUMBER	DESCRIPTION OF CONTRACT	STATUS DATE	DATE EXECUTED

ATTORNEY-IN-FACT	COLLATERAL (YES/NO)	COLLATERAL RCPT #	SHA %	SBG#

COMMENT

APPROVED BY	DATE	DATE TYPED	BY
HCC Surety Online	8/24/2017	8/24/2017	DMITRIY LAZAREV

SECTION BELOW FOR SURETY USE ONLY

RENEWAL CODE	STATE CODE	CLASS CODE	TYPE CODE	REINSURANCE	AMOUNT RECEIVED
C	TX	906	2		Credit Card $125.00

TOKIO MARINE
HCC

Bond Summary

Principal Name:	GREEN EDUCATION FOUNDATION
Bond Number:	100362032
License Number:	

Bond Information

Description:	CITY OF WICHITA FALLS - CODE COMPLIANCE BOND
State:	TX
Bond Amount:	$25,000.00
Execution Date:	8/24/2017
Bonding Company:	Texas Bonding Company 801 S. Figueroa Street, Suite 700 Los Angeles, CA 90017

Payment Information

Payment Type:	Credit Card, last 4 digits: 2884
Amount Received:	$125.00
Charged By:	DMITRIY LAZAREV
Reference ID:	RI100362032
Process Date:	8/24/2017

Agent Information

ALL SPECTRUM INSURANCE BROKERS
4010 MOORPARK AVE SUITE 117
SAN JOSE, CA, 95117
(408) 739-8300

BUILDING PERMIT APPLICATION – COMMERCIAL
Building And Code Administration

Print or Type (BY APPLICANT) 10/03/2003

Address of Construction/Repair	Property Owner	Owner Telephone Number
	Rouse Properties - Lisa McHugh	252-917-2312
Contractor Name AND License Number	**Contractor Telephone Number**	**Applicant Name (PRINT)**
N/A	N/A	Green Education Foundation - Kayla Ybarra
Architect Name	**Architect's Address**	
N/A	N/A	
Building Use Placing a donation bin for the collection of neighborhood donations for funding educational programs	**Square Feet New/Addition** 160sqft	**Value of Construction/Repair** N/A

PERMIT TYPE (CHECK ONLY ONE)

NEW CONSTRUCTION
- [ ] AZ Airport Zone
- [ ] CA Assembly
- [ ] CB Business
- [ ] CM Mercantile
- [ ] CS Storage
- [ ] ED Educational
- [ ] F Factory/Industrial
- [ ] R3 Multi-Family
- [ ] R6 Motel/Hotel
- [ ] SN Sign
- [ ] FS Fire Sprinkler
- [ ] PR Plan Review

EXISTING BUILDING
- [ ] AD Addition
- [ ] CR Remodel/Repair/Alter
- [ ] R7 Roofing Only
- [ ] R8 Siding Only
- [ ] GR/PL Grading/Parking Lot
- [ ] Other _____

CONDITIONS OF PERMIT

Three copies of construction plans and specifications must be submitted by the applicant. Work may not start until a permit has been issued pursuant to approval of this application. Permits so issued shall not be construed as authority to alter or set aside any building code requirements, nor shall such issuance of a permit prevent the Building Official from thereafter requiring correction of errors in plans or in construction, or violations of building or zoning codes. Permits shall become invalid if work HAS NOT commenced within six (6) months after issuance, OR work authorized by such permit is suspended, or abandoned for a period of six (6) months after work has commenced.

Inspections are to be requested as needed during work. A final inspection must be done and a Certificate of Occupancy issued before the new structure or space is occupied.

IF THE STRUCTURE OR SPACE IS OCCUPIED PRIOR TO THE CERTIFICATE OF OCCUPANCY BEING ISSUED, A CITATION WITH A MINIMUM FINE OF $2,000.00 PER DAY MAY BE WRITTEN. _____
Initials

I acknowledge that an asbestos survey has been done which meets all regulatory requirements. N/A _____
Initials

I hereby make application for a building permit for work as noted herein and as described by submitted plans and specifications.

_____ 8/31/16
Signature of applicant — Date

SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, GAS, HEATING & AIR CONDITIONING, OR REFRIGERATION.

"CITY USE ONLY BELOW"

DIVISION APPROVALS:

[ ] Planning_____ Date_____ [ ] Engineering_____ Date_____

[ ] Inspection_____ Date_____ [ ] Fire _____ Date_____

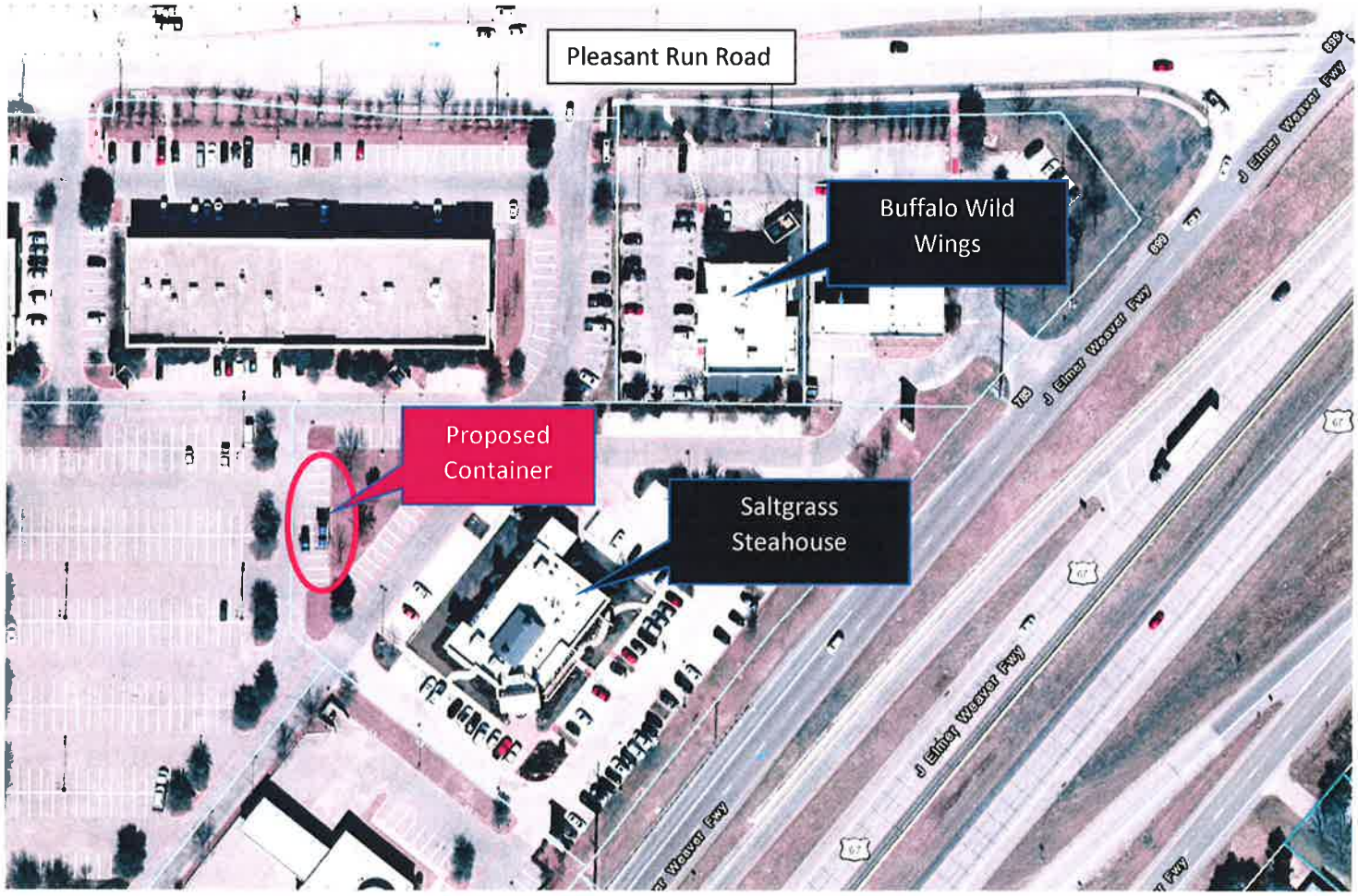
Comments:_____

FLOOD PLAIN [ ] YES [ ] NO **ZONING**

Permit Fee	Permit Number	Processed By	Date Processed

Part 1 – Inspector Part 2 – Applicant Part 3 – File

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. <u>REPEAL OF CHAPTER 10, SECTION VII, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR HILL, TEXAS</u>

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/marking.

(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 is 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 to10-120. Reserved for expansion.

SECTION 3. <u>PENALTY</u>

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.

SECTION 4. <u>SAVINGS CLAUSE</u>

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
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

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

January 25, 2018

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

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Green Education Foundation
1177 Branham Lane
#198
San Jose, CA 95118

9590 9402 3115 7166 8804 77

7017 2400 0000 4279 5697

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Neha L. Shah
C. Date of Delivery 1/29/18

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation 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

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

CEDAR HILL

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.

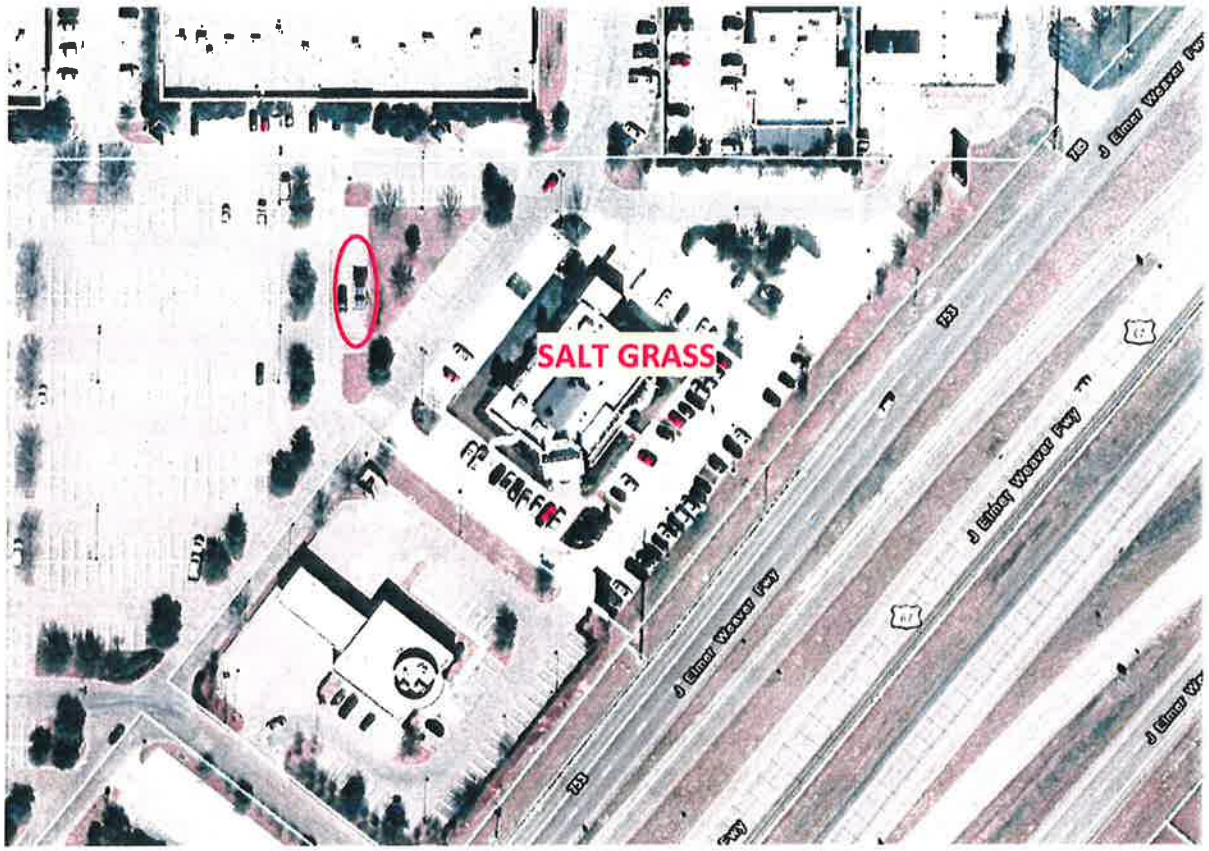
Please see attached regulations for your review. If the donation container does not meet the regulations, please remove the container immediately. If you would like to apply for a permit for the donation container, please complete the attached permit application and submit within ten (10) days of the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


SALT GRASS
J Elmer Weaver Fwy
J Elmer Weaver Fwy
J Elmer Weaver Fwy
133
133
133

CEDAR HILL

RECEIVED
JAN 23 2013
CITY OF CEDAR HILL
CODE ENF & BLDNG INSP

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.

CEDAR HILL

CODE ENFORCEMENT

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

- ☐ 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/marking.
- ☐ $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. Licensor may freely transfer or assign its interest in the License. Further, Licensor 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 Licensor as a co-partner or joint venturer with Licensee, nor constituting Licensee the agent of Licensor, nor shall any of the provisions of this License be construed in a manner so as to make Licensor 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:

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

EXHIBIT A

PROPERTY

RPAI
Retail Properties of America, Inc

Pleasant Run Towne Crossing

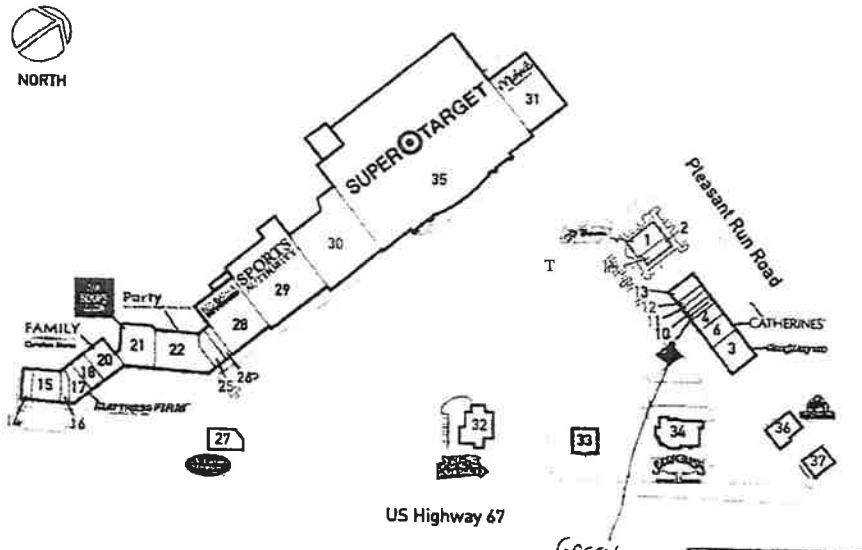
US Highway 67 North & East Pleasant Run Road, Cedar Hill, TX 75104

Unit#	Sq. Ft.	Tenant
1	4,899	Panera Bread
2	2,500	T-Mobile
3	7,067	Sleep Experts
4	1,340	Available
6	4,000	Catherines
9	2,000	Baizanos Plus Bubs
10	1,200	Luxury Nails
11	1,500	Available
12	1,340	Available
13	3,600	Monarch Dental
14	1,600	Moneygram
15	5,500	Armed Forces Center
16	1,548	Nationwide Insurance
17	8,000	Mattress Firm
18	4,050	America's Best Contacts and Eyeglasses
20	6,250	Family Christian Stores
21	10,108	Half Price Books
22	14,184	Party City
25	3,000	Zales Jewelers
26	1,805	Motherhood Maternity
27	5,000	The Vitamin Shoppe
28	22,000	Bed Bath & Beyond
29	40,552	Sports Authority
30	32,570	Available
31	21,276	Michaels
32	7,000	Joe's Crab Shack
33	4,700	Regions Bank
34	8,500	Baizanos Steakhouse
35		Super Target
36		Buffalo Wild Wings
37		Resource One Credit Union

Information given to this private auction is subject to verification and no liability for errors or omissions is assumed.

Items in blue are owned by others.

Latitude: 32.60289 N Longitude: -96.93563 W



2014 Demographics

	Population	Avg. HH Income	Center Size
1 Mile	11,351	$74,057	226,028 Sq. Ft.
3 Mile	70,128	$77,071	Leasing Contact : Jason Kasal
5 Mile	149,884	$88,353	Jason.Kasal@rpai.com | 855.848.RPAI

Property Managed by RPAI Southwest Management, LLC

EXHIBIT B

DESCRIPTION OF THE USE

Green Education Foundation is permitted to place a recyling 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		
Period	Month Gross Rent	Annual Gross Rent
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 writen notice to Licensee.

ACORD®

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).

PRODUCER
All Spectrum Insurance Brokers
4300 Stevens Creek Blvd
Suite 100
San Jose CA 95129

CONTACT NAME: Jamie Kelch
PHONE (A/C, No, Ext): (408) 739-8300 FAX (A/C, No): (866) 826-6781
E-MAIL ADDRESS: jkelch@asibrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	39020
INSURER B: Nationwide Mutual Insurance	23787
INSURER C: Evanston Insurance Company	35378
INSURER D: State Compensation Insurance Fu	
INSURER E:	
INSURER F:	

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

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	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
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS 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)	$
							APLUS	$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X 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 Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		9109933-14	08/20/2014	08/20/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

CANCELLATION

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

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Employee Benefits	EBLIA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	SRCH2	SRCH2		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$1.80

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist property damage	UMPD		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
3,500					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

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

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

CEDAR HILL

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 482 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

Owner

Variance Fee: $150.00

Attach Justification Material

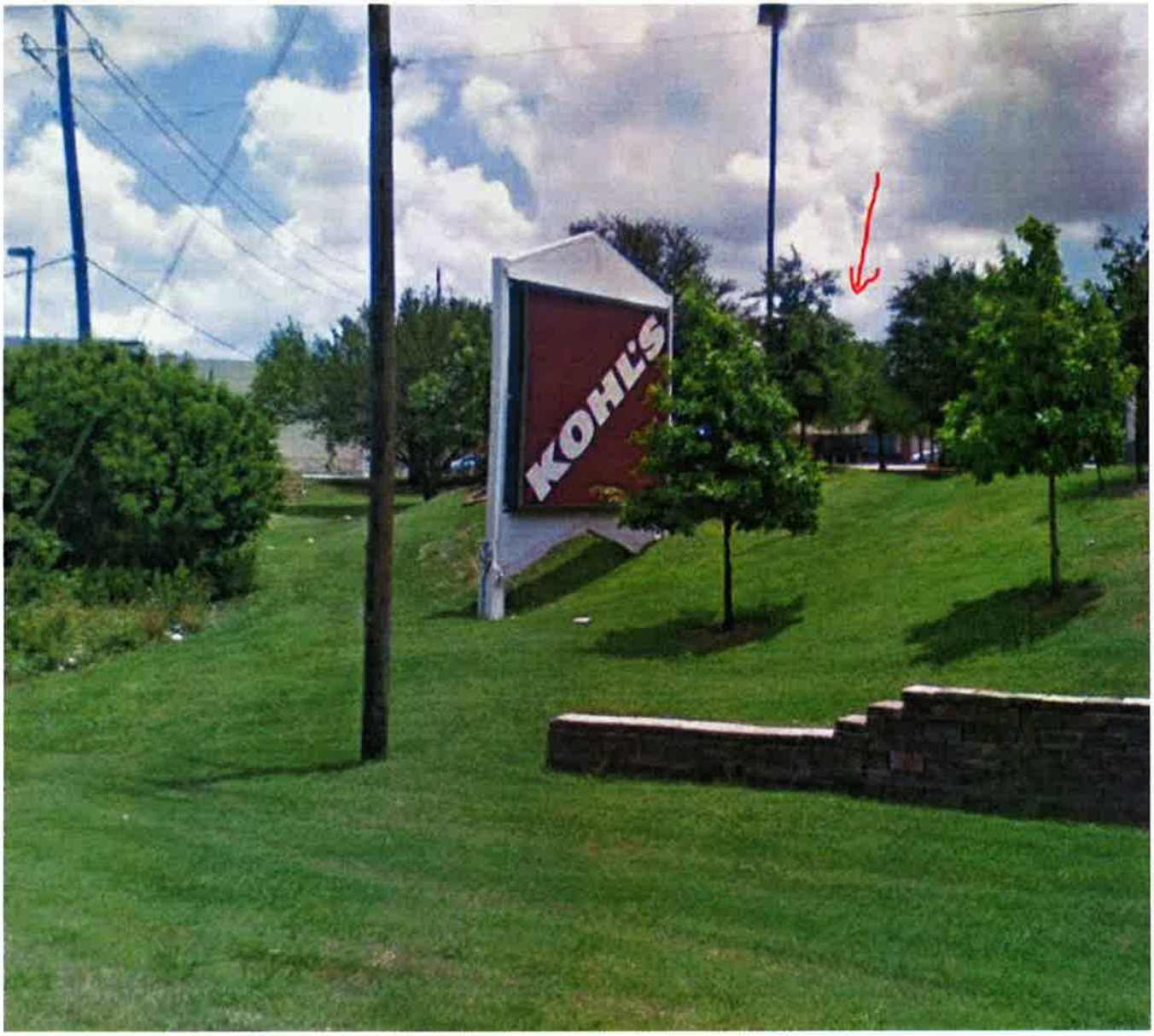
RECEIVED
MAR 12 2018
CITY OF CEDAR HILL
Code Enforcement & Building Inspections

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

432 NORTH HWY 67
CEDAR HILL, TEXAS

128' +/- STOREFRONT

39'-2¼"

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

CHANNEL LETTER SIGN
SCALE: 3/32" = 1'-0"

(1 REQUIRED)

SIGN A

4'-10"x 39'-2 ¼" = 189.3 SQ. FT.

Kieffer | Starlite
National Sign Manufacturers and Consultants
7923 E McKinney Street, Denton, TX 76208 • ph: 940.382.6850 • fax:940.387.0429 • www.starlitesign.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: \\sttlsrv16\Share\P\Planet Fitness\Cedar Hill TX 1432 N Hwy 67 @ FM 1382\Art\1708030

REVISIONS:	INITIALS & DATE:	SHOP DWG. #	INITIALS & DATE:
1 cover red with purple on building	DB	S1	-
2 CHANGE UP FRONT ELEVATION BUILDING COLORS	DB 8/16/17	S2	-
3 add additional pylon/add more black to building front	DB 8/22/17	S3	-
4 C/Ls IN ONE LINE	DB 9/11/17	S4	-
5 ENLARGE LOGO - CHANGE BLDG COLOR	DB 10/19/17	S5	-
6 -	-	CHANGE ORDER#	INITIALS & DATE:
7 -	-	C1	-
8 -	-	C2	-

PRODUCTION PROCESSING
Kieffer Item # -
Job # -
-001 -
-002 -
-003 -
-004 -
-005 -

CUSTOMER APPROVAL
DATE:
LANDLORD APPROVAL
DATE:
REMARKS:

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Construct & Install Using Only U.L. Listed Components & In Accordance w/N.E. 600 of the N.E.C. & any Applicable Local Codes

1 U/L LABELS REQUIRED
(1) 20amp 120V DEDICATED CIR.
c UL us LISTED

DRAWING NUMBER #
1708-030r5
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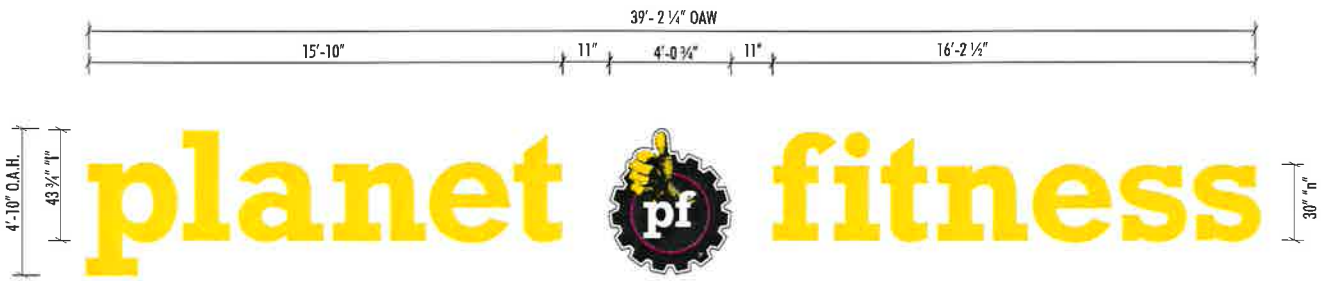
OF 04

432 NORTH HWY 67
CEDAR HILL, TEXAS

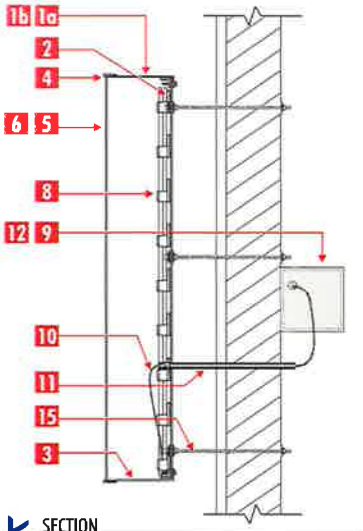
FACE-LIT/REVERSE CHANNEL LETTERS WITH LED LIGHTING					
ITEM	DESCRIPTION				
	BASIC STRUCTURE				
1a	LOGO RETURN	5"	.063 ALUM.	PTD. BLACK	
1b	LTR RETURN	5"	.063 ALUM.	PTD. Mp00875 PURPLE ROBE (TO MATCH PMS 2415C)	
2	BACK	.150	CLEAR LEXAN	INSIDE PTD. REFLECTIVE WHITE	
3	WEEP HOLES	YES			
	FACE/DECORATION				
4	RETAINER	1"	JEWELITE	LOGO- BLACK	COPY- PTD. Mp00875 PURPLE ROBE
5	FACE	1/8"	ACRYLIC	#7328 WHITE	
6	VINYL	1st SURFACE	(SEE CHART)		
7	TRADEMARK	(NONE REQUIRED)			
	LIGHTING/ASSEMBLY				
8	L.E.D. LIGHTING	WHITE LED STREET FIGHTERS (FACE & HALO LIGHTING)			
9	POWER SUPPLY	LOCATED IN METAL CONTAINER BEHIND WALL			
10	SECONDARY	SUPPLY CABLE w/GROUND			
11	WIRE FEED	U.L. APPROVED NON-CONDUCTIVE WALL-BUSTER SLIP-STICK			
12	CONTROL	WATER-TIGHT CUT-OFF SWITCH	TIMER ON/OFF (BY OTHERS)		
13	RACEWAY	(NONE REQUIRED)			
	SUPPORT				
14	BACKGROUND	(NONE REQUIRED)			
15	MOUNTING	1/4" ALL-THREAD w/NUTS & WASHERS (NON-CORROSIVE) FOR 2" STANDOFF			

TRANS VINYL GRAPHICS COLORS		
ITEM	#	COLOR
"PLANET FITNESS" COPY & HAND IN LOGO	PMS 2415C	3630-115 YELLOW
"pf" COPY ON LOGO	—	(REMAINS EXPOSED- WHITE)
DOUBLE STRUCK, PRINTED LOGO	—	PMS 108C, PMS 2415 C & BLACK



CHANNEL LETTER/LOGO SIGN
SCALE: 1/2" = 1'-0"

(1 REQUIRED) SIGN A
4'-10" x 39'- 2 1/4" = 189.3 SQ. FT.



SECTION
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
ACCT. MGR: S. BOYD DESIGNER: - D. BURGIN
SALES REP: - DATE: 08/09/17
FILE LOCATION: \\sltfscrv1\Share\P\Planet Fitness\Cedar Hill TX 1432 N Hwy 67 @ FM 1382\Art\1708030

REVISIONS:	INITIALS & DATE:	SHOP DWG. #	INITIALS & DATE:
1 cover red with purple on building	DB	S1	-
2 CHANGE UP FRONT ELEVATION BUILDING COLORS	DB 8/16/17	S1	-
3 add additional pylon/add more black to building front	DB 8/22/17	S1	-
4 C/Ls IN ONE LINE	DB 9/11/17	S1	-
5 ENLARGE LOGO - CHANGE BLDG COLOR	DB 10/19/17	S1	-
6 -	-	CHANGE ORDER#	INITIALS & DATE:
7 -	-	S1	-
8 -	-	S2	-

PRODUCTION PROCESSING
Kieffer Item # -
Job # -
-001 -
-002 -
-003 -
-004 -
-005 -

CUSTOMER APPROVAL
DATE:
LANDLORD APPROVAL
DATE:
REMARKS:

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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* ▯, 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

49—100	48

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)

CEDAR HILL
WHERE OPPORTUNITIES GROW NATURALLY

Code Enforcement

285 Uptown Blvd., Cedar Hill, TX 75104
O. 972.291-5100 Ext. 1091
F. 972.291-7250

April 10, 2018

Donald & Linda Ramsey
814 Glen Abbey Drive
Mansfield, Texas 76063

RE: Notice of Substandard Structure Public Hearing
2415 Amber Leaf Court
Lot 1372, Lake Ridge Section 7

Dear Mr. Ramsey,

Please be advised that the above referenced structure remains in violation. The structure was tagged as a substandard structure on February 8, 2017. At that time, a notice was mailed requiring compliance within 30 days. Currently, the structure remains in violation according to Cedar Hill Code of Ordinances 4-121 through 4-132.

A hearing will be held before the Building Appeals and Advisory Board at 7:00pm on April 16, 2018 at 285 Uptown Blvd, Turk Cannady Briefing Room, Cedar Hill, TX, to hear and consider all relevant evidence, objects or protests relative to the alleged substandard structure at 2415 Amber Leaf Court, Cedar Hill, TX, and to the proposed abatement measures and proceedings in connection with said structure.

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

Should you have any questions I can be contacted at 972-291-5100 ext. 1105.

Sincerely,

Gail Lux
Building Official

CERTIFIED MAIL: 7017 1000 0000 0935 3592