



## NOTICE OF A MEETING

(In compliance with Sec. 551.041, Et. Seq., Tex. Gov't. Code)

NOTICE is hereby given that the City of Jersey Village Board of Adjustment will hold a meeting on July 17, 2019 at 12:00 p.m in the Municipal Civic Center Meeting Room at 16327 Lakeview Drive, Jersey Village, Texas 77040. The City of Jersey Village Board of Adjustment reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**A quorum of the City of Jersey Village City Council may be in attendance at this meeting.**

ITEM(S) to be discussed/acted upon by the Board is/are listed on the attached agenda.

### AGENDA

- A. Open Meeting. Call the meeting to order and the roll of appointed officers will be taken. *Board Chairman*
- B. Designate alternate members to serve in place of any absent Board Members. *Board Chairman*
- C. Consider approval of the minutes for the meeting held on March 12, 2019. *Danielle Cordova, Assistant City Secretary*
- D. Consider approval of the Rules of Procedure of the Board of Adjustment of the City of Jersey Village, Texas. *Board Chairman*
- E. Conduct a public hearing on Gary Ryan's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas. *Board Chairman*
  - (1) Discuss and take appropriate action on Gary Ryan's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas. *Christian Somers, Building Official*
- F. Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas. *Board Chairman*
  - (1) Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas. *Christian Somers, Building Official*

**G.** Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas. *Board Chairman*

(1) Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas. *Christian Somers, Building Official*

**H.** Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify in accordance with the Texas Open Meeting Act, the Agenda is posted for public information, at all times, for at least 72 hours preceding the scheduled time of the meeting on the bulletin board located at City Hall, 16327 Lakeview, Jersey Village, TX 77040, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: July 9, 2019 at 3:30 p.m. and remained so posted until said meeting was convened.

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Danielle Cordova, Assistant City Secretary



In compliance with the Americans with Disabilities Act, the City of Jersey Village will provide for reasonable accommodations for persons attending City Council meetings. Request for accommodations must be made to the City Secretary by calling 713 466-2102 forty-eight (48) hours prior to the meetings. Agendas are posted on the Internet Website at [www.jerseyvillagetx.com](http://www.jerseyvillagetx.com).

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"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."

**MINUTES OF THE MEETING OF THE JERSEY VILLAGE  
BOARD OF ADJUSTMENT**

March 12, 2019 – 12:00 p.m.

The Board of Adjustment of the City of Jersey Village, Texas, convened on March 12, 2019, at 12:00 p.m. in the Municipal Civic Center Meeting Room at 16327 Lakeview Drive, Jersey Village, Texas 77040.

**A. The meeting was called to order by Chairman Tom G. Simchak at 12:00 p.m. and the roll of appointed officers was taken. Board Members present were:**

Thomas G. Simchak, Chairman  
Ken Nguyen, Board Member  
Joe Pennington, Board Member

M. Reza Khalili, Board Member  
Doyle Stuckey, Alternate Place 2

Board Member s Henry Hermis and Joyce Berube were not present at this meeting.

Council Liaison, Gary Wubbenhorst was present.

City Staff in attendance: Scott Bounds, City Attorney; Austin Bleess, City Manager; Lorri Coody, City Secretary; Danielle Amason, Assistant City Secretary; Christian Somers, Building Official; and Jim Bridges, Engineering Technician.

**B. Designate alternate members to serve in place of any absent Board Members.**

Chairman Simchak appointed Alternate Place 2, Doyle Stuckey as a voting member in the absence of Board Member, Henry Hermis.

**C. Consider approval of the minutes for the meeting held on December 10, 2018.**

Board Member Khalili moved to approve the minutes for the meeting held on December 10, 2018. Board Member Nguyen seconded the motion. The vote follows:

Ayes: Board Members Pennington, Stuckey, Nguyen, Khalili  
Chairman Simchak

Nays: None

The motion carried.

**D. Conduct a public hearing on James and Deborah (Gilchrist) Finlay’s request for an appeal of the City of Jersey Village’s decision that the 15' wide landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas.**

Chairman Simchak opened the public hearing at 12:03 p.m. in order to receive written and oral comments from any interested person(s) concerning James and Deborah (Gilchrist) Finlay’s request for an appeal of the City of Jersey Village’s decision that the 15' wide

landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas.

The Board found that all notification requirements for both the City and the applicant have been met for this public hearing.

The applicants, James and Deborah Finlay, provided background information relating to their appeal. Mrs. Finlay explained that bulldozers began removing trees along the buffer between the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas and the homes in the adjacent subdivision on February 14, 2019. She is of the belief that the owner of the commercial property to be built, Brass Thimble, has claimed 2 foot of her rear property. Mrs. Finlay made reference to the survey of her home and explained that she has been paying taxes on the 2 feet of property in question for a number of years. She believes the Board made an error in a previous order concerning Brass Thimble and asked that the decision be reversed.

City Attorney, Scott Bounds, clarified to the Board that the purpose of the meeting was to determine if the Building Official made a reasonable decision to release the permit for the construction of the Brass Thimble as the dispute over the boundary line is a civil matter.

Mr. Finlay reiterated the points brought up by Mrs. Finlay; he explained that his surveys have been consistent over the past 20 years and a manual measurement of the northwest side of his property had been taken reflecting the lot line being located at 156.4. He is of the belief that the Brass Thimble property owner did not do due diligence and the concerns of the residents of the Lakes of Jersey Village had been minimalized and were not taken into consideration.

Christian Somers, Building Official, clarified that the 15-foot buffer yard was per the surveys provided.

Chairman Simchak questioned the documents referenced by the Building Official.

Mr. Somers explained that he referred to the site plan he was provided by the developer; he did not reference any surveys from the homes located on Cherry Hills in order to make the decision to issue the permit to Brass Thimble for construction.

Mr. Bounds informed the Board that the Board's responsibility is to reverse, affirm or modify the determination of an administrative official if the Board does not find that the City Official made a reasonable decision.

Board Member Pennington questioned the legal definition of the term reasonable.

Mr. Bounds explained that the Board would have to consider the facts in order to determine if the City Official acted reasonably.

Mr. Somers clarified that a survey was taken prior to the pouring of concrete.

Mr. Bounds explained to the Board that the permit was issued with the assumption that the final survey could call for adjustments in the site plan.

Architect for the Brass Thimble property, Ngoc Nguyen, presented the Board a form survey that had been prepared by the surveyor earlier that morning.

The Board discussed the form survey provided by Ms. Nguyen.

With no other input from the applicant, or the city, Chairman Simchak called upon those signing up to speak at the public hearing as follows:

**Lindy Mandy, 7 Peachtree Court, Jersey Village, Texas (713) 816-8955:** Ms. Mandy suggested the Board reverse the decision of the Building Official. She is of the belief that a procedure should have been in place during the discussions between the Brass Thimble and Mr. Somers. She explained that when residents reached out to City Officials, they were told an appeal would have to be made. She feels the 15-foot buffer between the commercial property and the neighboring homes should be kept as this land belongs to the homeowners, not the business.

**Joy Priest, 32 Cherry Hills, Jersey Village, Texas (281) 890-6601:** Ms. Priest suggested the Board reverse the decision of the Building Official. She explained that since the removal of the landscaping, there are more lights and noise that can be seen and heard from the inside of her home. She is of the belief that the homeowners have adverse possession of the 2 feet of property in question.

**Fred Grimm, 3 Augusta Court, Jersey Village, Texas (281) 830-0270:** Mr. Grimm suggested the Board reverse the decision of the Building Official. He is of the belief that the site plan provided by the Brass Thimble's architect was prepared for construction purposes and that the landscaped barrier should be replaced.

**Bill Schuster, 8 Peach Tree Court, Jersey Village, Texas (832) 594-1310:** Mr. Schuster suggested the Board reverse the decision of the Building Official. He explained that homes were originally supposed to be built on both sides of the landscaped barrier and no one has ever questioned the placement of the buffer. He believes that the homeowners should have been notified prior to the removal of the barrier.

**Marilyn Schuster, 8 Peach Tree Court, Jersey Village, Texas (832) 594-1310:** Mrs. Schuster suggested the Board reverse the decision of the Building Official. She believes that the homeowner's surveys are correct and they should have been notified of the discrepancy. She explained that the City needs checks and balances in place for situations involving conflicting information.

Board Member Pennington questioned whether Mrs. Schuster contacted members of the City Council to inform them of her concern.

Mrs. Schuster indicated that she had spoken at a recent City Council meeting and notified the Council at that time.

With no one else desiring to speak at this public hearing, Chairman Simchak closed the public hearing concerning James and Deborah (Gilchrist) Finlay's request for an appeal of the City of Jersey Village's decision that the 15' wide landscaping buffer yard along 54.15 lineal feet

contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas at 1:24 p.m.

***After closing the public hearing, it came to the Board's attention that additional meeting attendees wished to speak about the item being considered.***

City Attorney Bounds suggested Chairman Simchak reopen the public hearing in order for the applicants to address the Board once again.

Chairman Simchak re-opened the public hearing at 1:25 p.m. in order to receive written and oral comments from any interested person(s) concerning James and Deborah (Gilchrist) Finlay's request for an appeal of the City of Jersey Village's decision that the 15' wide landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas.

Mrs. Finlay explained that her home had been surveyed several times over the course of the last 20 years and all surveys were in agreement with one another in relation to the boundary line in question.

Chairman Simchak called upon the additional individuals that signed up to speak.

**Luisa Lago, 117 Cherry Hills, Jersey Village, Texas (713) 392-2004:** Ms. Lago suggested the Board reverse the decision of the Building Official. She was of the belief that Board Members should have visited the site prior to the Board meeting.

Mr. Bounds explained that he does not advise Board Members to visit such sites as their decisions should be made based solely upon information provided to them.

**Silvia Barnes, 10 Peach Tree Court, Jersey Village, Texas (713) 906-8019:** Ms. Barnes suggested the Board reverse the decision of the Building Official. She believes that concrete should have not been poured until after the Board meeting was held.

Mr. Finlay questioned whether a reasonable decision was made by the Building Official and if it was based upon certified documentation.

With no one else desiring to speak at this public hearing, Chairman Simchak closed the public hearing concerning James and Deborah (Gilchrist) Finlay's request for an appeal of the City of Jersey Village's decision that the 15' wide landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas at 1:39 p.m.

**D1. Discuss and take appropriate action on James and Deborah (Gilchrist) Finlay’s request for an appeal of the City of Jersey Village’s decision that the 15’ wide landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas.**

The Board discussed the procedure followed by the Building Official and referenced surveys provided by the applicant and architect. Some members felt that a reasonable decision was made by Mr. Somers based on the information he was provided. Other members disagreed and felt as though additional information was needed prior to releasing the permit for construction. It was noted that the homeowner’s surveys did not reference a benchmark.

City Attorney Bounds explained that administrative officials of the City do not have authority over discrepancies in boundary lines and the Board does not have the authority to make a decision in a boundary line dispute.

The Board questioned whether an agreement could be made between the property owner and the homeowners and discussed the City Ordinance concerning setbacks. Mr. Bounds explained that the City would have to comply with the most stringent regulations relating to setbacks.

With no further discussion on the matter, Board Member Stuckey moved to grant the appeal of James and Deborah (Gilchrist) Finlay’s relating to the City of Jersey Village’s decision that the 15’ wide landscaping buffer yard along 54.15 lineal feet contiguous to Lot 3, Block 1, Lakes of Jersey Village was acceptably delineated within the approved construction documents and in accordance with Section 14-88(a)18 and Section 14-88(a)19(a) of the Jersey Village Code of Ordinances, for the property located at 17300 Jersey Meadow Drive, Jersey Village, Texas. Board Member Pennington seconded the motion. The vote follows:

Ayes: Board Members Stuckey, Pennington

Nays: Board Members Nguyen and Khalili  
Chairman Simchak

The motion failed.

**E. Adjourn**

With no other business before the Board, Chairman Simchak adjourned the meeting at 2:13 p.m.



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Danielle Amason, Assistant City Secretary

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019

**AGENDA ITEM:** D

**AGENDA SUBJECT:** Discuss and take appropriate action concerning the Board of Adjustment of the City of Jersey Village, Texas Rules of Procedure in accordance with the Texas Local Government Code Section 211.008(e).

**Department/Prepared By:** Danielle Amason, Assistant City Secretary

**EXHIBITS:** [EX A](#) – Rules of Procedure of the Board of Adjustment

**BACKGROUND INFORMATION:**

In accordance with the Texas Local Government Code, Section 211.008(e), the Board of Adjustment shall adopt rules in accordance with any ordinance adopted under this subchapter.

Meetings of the Board are held at the call of the presiding officer and at other times as determined by the Board. The presiding officer or acting presiding officer may administer oaths and compel the attendance of witnesses.

All meetings of the Board shall be open to the public.

Since this Board has not adopted Rules of Procedure, this item is to discuss and adopt the Board of Adjustment of the City of Jersey Village, Texas Rules of Procedure.

**RECOMMENDED ACTION:**

Discuss and adopt the Board of Adjustment of the City of Jersey Village, Texas Rules of Procedure in accordance with the Texas Local Government Code Section 211.008(e).

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

**RULES OF PROCEDURE OF THE BOARD OF ADJUSTMENT  
OF THE CITY OF JERSEY VILLAGE, TEXAS**

**Whereas**, Texas Local Government Code Section 211.008(e) provides that the Board of Adjustment (the “Board”), by majority vote, shall adopt rules in accordance with any ordinance adopted under Chapter 211; and

**Whereas**, Texas Local Government Code Sections 211.008-211.011 provide for the appointment of the Board, the authority of the Board, the appeal to the Board, and the judicial review of Board decisions; and

**Whereas**, the City Council has adopted ordinances codified, in part as Jersey Village Code of Ordinances (“Code”) Sec. 14-22, providing for the Board; and

**Whereas**, these rules are intended to complement and supplement the applicable state law and city ordinances regarding the Board;

Now, therefore,

Be It Ordered by the Board of Adjustment of the City of Jersey Village, Texas:

**I. ORGANIZATION AND OFFICERS**

101. Organization

The Board of Adjustment (the “Board”) shall consist of at least five (5) regular members and two (2) alternate members as appointed by the City Council of the City of Jersey Village, Texas (the “City”), and shall be organized and shall exist under and pursuant to the laws of the State of Texas and the ordinances of the City of Jersey Village. Code Sec. 14-22.

102. Officers

A Chairman and a Vice-Chairman shall be selected from among the regular members of the Board, and shall serve in such capacities for one-year terms that expire October 31st each year. If at any meeting of four (4) or more members of the Board neither the Chairman nor the Vice-Chairman is present, then those Board’s members present shall elect one of their number to be Chairman for conducting the meeting as provided herein. Code Sec. 14-22.

103. Duties

- A. The Chairman, or in the Chairman’s absence the Vice-Chairman, shall preside at all meetings, shall decide all points of order or procedure, and as necessary shall administer oaths and compel attendance of witnesses.
- B. The City Secretary or the City Secretary’s designee shall be the ex-officio (non-voting) Secretary of the Board, and shall keep minutes, books, files and other

records of the board and perform such other duties as are incidental to the office, and shall cause to be given such notices as are required in the manner prescribed by state law and the City’s ordinances. Code Sec. 14-22(b).

104. Alternate Members.

The selection order for alternate service shall be determined by the alternate position number, with Alternate 1 serving for the first absence and so on. Alternate members of the Board may also serve in the absence of a regular member when requested to do so by the Mayor or the City Manager. Alternate members are authorized to attend meetings when not serving in the place of a regular member, but shall not have a vote during those meetings. Code Sec. 14-22.

**II. MEETINGS**

201. Quorum

A quorum to conduct business, including to consider an appeal, request for variance or request for special exception, shall consist of four (4) voting members. Code Sec. 14-22(b).

202. Agenda

An agenda for each meeting of the Board shall be prepared by the City Secretary and/or Zoning Official. The agenda shall describe the matters scheduled for consideration by the Board, which may include, but not be limited to, appeals, requests for special exceptions, requests for variances, other matters for which the Board is required to act under the City’s ordinances, and matters pending that require further action by the Board.

203. Meetings

Meetings shall be called as necessary for any purpose on the call of the Chairman, the City’s Zoning Official, the City Manger or the Mayor.

204. Public Meetings

All meetings shall be held in full compliance with the provisions of State law, the ordinances of the City, and these Rules of Procedure. All meetings of the Board shall be open to the public, except where the holding of a closed meeting is authorized under state law. The City Secretary shall post or publish notice of each meeting as required by the state law and the City’s ordinances or as otherwise directed by the Board.

205. Appearance by counsel

Any party in interest may appear in his own behalf or be represented by counsel.

### III. OFFICIAL RECORDS

#### 301. Definitions

(a) The official records of the Board shall include these Rules of Procedure and the minutes of the Board, together with all application forms and documentation submitted either in favor or against a request findings, decisions, and other official actions. Stenographic notes of the City Zoning Official, including the Secretary of the Board, and tape recordings, if any, of proceedings and discussions shall not constitute the official records of the Board. Notes taken by individual Board members for their personal use, and not filed with the City Secretary, are not official records of the Board.

(b) Zoning Official shall mean the administrative official of the City that makes an administrative decision under the City's zoning ordinances, and includes the City Manager, the City building official, the City's director of public works, or any other administrative official, department, board or bureau of the City that makes an administrative decision under the City's zoning ordinances.

(c) Zoning Ordinance shall mean the ordinances of the City adopted under authority of Chapter 211 of the Texas Local Government Code, including the City's zoning regulations and the City's zoning boundaries.

#### 302. Recording of Vote

The minutes of the Board's proceedings shall show the vote of each member present on each decision of the Board, or if a member is absent or fails to vote shall indicate that fact.

#### 303. Files - Retention

Records of all matters coming before the Board shall be filed in the records of the Board. Original papers shall be retained in accordance with the City's applicable records retention schedules.

#### 304. Public Record

Records of the Board shall be kept on file in the City's offices and shall be made available for public inspection in accordance with applicable open records laws.

### IV. MATTERS FOR CONSIDERATION AND PROCEDURES

#### 401. Authority of Board

In accordance with §211.009, TEXAS LOCAL GOVERNMENT CODE, as amended, and the Zoning Code, the Board may:

- A. hear and decide appeals that allege error in an order, requirement, decision, or determination by the City’s Zoning Official in the enforcement of the Zoning Ordinance (see Appendix A);
- B. hear and decide requests for special exceptions as may be provided in the Zoning Ordinance when the Zoning Ordinance authorizes the Board to do so (see Appendix B);
- C. authorize variances from the terms of the Zoning Ordinance, as will not be contrary to public interest, and where, owing to special conditions, a literal enforcement of the provisions of the Zoning Ordinance will result in unnecessary hardship, and so that the spirit of such Ordinance is observed and substantial justice is done (see Appendix C); and
- D. hear and decide other matters authorized by the City’s Ordinances.

402. Refusal Required

An application for consideration by the Board of an appeal, the granting of a special exception, or the granting of a variance, shall be filed on the appropriate form provided by the City, shall be accompanied by the prescribed fee, and shall be complete in all respects before being accepted for filing. The application shall bear the signature of the owner of the affected property or, if signed by someone other than the owner, accompanied by an acknowledged power of attorney authorizing the applicant to file on behalf of the owner. Appeals from a decision, order, requirement, or determination of the Zoning Official shall be signed by the person making the appeal. An incomplete application, or a communication purporting to be an application and not made in the form prescribed, shall be regarded only as a notice of intent to apply, and shall not be considered or acted upon by the Board. If an agent is to speak for an applicant on a matter before the Board in the absence of the applicant, a notarized letter of designation must be included with the application.

403. Guidelines for Application and Decision

An application shall be considered by the Board according to the guidelines contained in the Appendices hereto for the matter under consideration. A single application may combine an appeal and one or more requests for variances or special exceptions if they all relate to a single property.

404. Filing Deadline

Application for an appeal of a decision made by an administrative official of the City shall be filed within a reasonable time after the date of such decision that is the subject of the appeal; provided, further, any such appeal must be filed within thirty (30) days of the date that the applicant has actual knowledge, or should reasonably have actual knowledge of, the administrative decision. Every application shall be filed with the City Secretary of the City. Meetings of the Board will be scheduled no sooner than twenty-one (21) days following the submission of an application for

hearing. If an application is submitted on a City holiday, the following workday shall be observed as the submission deadline. No application is complete until all applicable fees have been paid. Tex.Loc.Gov't Code Sec. 211.010.

405. City Secretary authorized to reject incomplete forms.

The City Secretary is authorized to act for the Board to reject any applications that are : a) not filed by the applicable deadline; b) not substantially complete, or c) that are not accompanied by the required fee. An applicant who believes that his or her application was wrongfully rejected may appeal the City Secretary's decision to the Board by filing a written notice of appeal with the City Secretary who shall place the matter on the agenda for the next meeting of the Board.

406. Notice

Public notice of all meetings of the Board shall be given as prescribed in the Texas Open Meetings Act. All notices shall be made in accordance with applicable state law and the applicable Zoning Ordinance provisions. All notices shall identify the applicant, the location of the property in issue, the nature of the application, and the applicable Zoning Ordinance provisions. The Board may, on motion by an affected party or on its own, determine due notice to the parties in interest. The City Secretary shall provide notice of each meeting as required by state law and the City's ordinances. Tex.Gov't Code Chapter 551; Tex.Loc.Gov't Code Sec. 211.010; Code Sec. 14-10.

407. Submission of Evidence

Evidence relating to any matter before the Board shall be submitted only to the Board in public meeting.

408. Withdrawal

Any request for Board action may be withdrawn upon written notice to the City Secretary; but no request shall be withdrawn after the giving of public notice and prior to Board action thereon without formal consent of the Board.

409. Appeal or Application After Board Denial

No appeal or application that has been denied shall be further considered in a new proceeding unless there has been a material change in conditions or unless substantial new evidence becomes available.

## V. HEARINGS AND DECISIONS

### 501. Public Hearings

Hearings on all matters on which a decision of the Board is required by law or by the Zoning Ordinance shall be open to the public. The applicant may appear in applicant's own behalf or may be represented by counsel.

### 502. Order of Business

The Chairman shall call the Board to order and the Secretary shall record the members present and absent. The Chairman shall publicly advise those present of the procedures to be followed in the hearing and the disposition of applications; the Chairman shall call each matter in the order in which it was filed, and shall announce the name of the applicant, the location of the property involved, and the nature of the request. Supporting evidence for and against each case shall be presented to the Board. Each case may be taken under advisement until all have been heard.

### 503. Procedure for Hearing

- A. The Chairman shall first call upon the applicant to present the applicant's case and all evidence supporting the applicant's plea. The Chairman shall then inquire of the applicant if there are others affected who support the application.
- B. The Chairman shall next call on the Zoning Official to present any information that the Zoning Official deems necessary or appropriate relative to the application.
- C. The Chairman shall next call on those opposed to the granting of the application to present their evidence and arguments. The applicant shall then have the right of rebuttal. Following rebuttal, the Chairman shall order the hearing closed.
- D. Each side shall proceed without interruption by the other, and all arguments and pleadings shall be addressed to the Chairman. No questioning or arguments between individuals appearing before the Board will be permitted.
- E. The Board may elect to continue a hearing on any matter for which the applicant fails to appear unless the applicant has requested that the Board act without the applicant being present at the hearing; provided, however, the Board shall hear those persons appearing in response to the notice of such hearing.

### 504. Board's Questions

The Board may direct any question to the applicant, or to any person speaking on the application, in order to bring out all relevant facts, circumstances, and conditions affecting the application, and the Chairman shall call for questions from other members of the Board and from the staff before closing the hearing on each application.

505. Decision

After each application has been heard, and the public hearing closed, it shall be reviewed and acted upon. The Board may grant, may grant conditional approval, may grant with modifications, or may deny an application. The Board may also defer action on any matter whenever it concludes that additional evidence is needed or that alternate solutions need further study. An application may be dismissed when the Board finds that it has been improperly filed or upon notification by the Zoning Official that a permit has been issued which negates the application.

506. Vote Required

The concurring vote of four (4) members shall be necessary to grant, or to grant conditionally, any matter requested of the Board. When a motion in favor of an applicant fails to receive four (4) affirmative votes, the Secretary shall record that fact and shall note in the minutes of the Board that the appeal or request has been denied.

507. Procedures applicable to formal proceedings.

The following additional procedures shall be applicable in all appeals and applications where: 1) one or more persons, other than the applicant or Zoning Official, are admitted as formal parties; and 2) in appeals from decisions of the Zoning Official, where the applicant specifically requests that these procedures be followed.

- A. The applicant shall be given the right to open and close the evidence.
- B. The applicant may, at its sole election, permit City staff to present its recommendation on the matter during the applicant's opening. Otherwise, the staff shall present its recommendation, if any, after the applicant and any other parties have completed their presentations.
- C. If one or more of the parties file a written request for the right to cross examine witnesses, all witness testimony shall be submitted in question and answer form, and all parties shall have the right to cross-examine any witnesses whose testimony is adverse to that party's position.
- D. Members of the Board may question any witness or party, regardless of whether the witness testimony is presented in question and answer form.
- E. Any written or physical evidence offered by the parties or by City staff shall be submitted through the Chairman or the Secretary to the Board during a public meeting. Strict rules of evidence shall not be followed with regard to physical or written evidence, but the Board may allow any party or the Zoning Official to point out questions of authenticity, reliability, relevance, bias, prejudice, etc.

## VI. CERTIFICATION AND AMENDMENTS

### 601. Certified Copy

A certified copy of these Rules of Procedure and any amendments hereto shall be placed on record in the office of the City Secretary.

### 602. Repealing Clause

All previously adopted rules and regulations of the Board shall be, and the same are hereby, expressly repealed.

### 603. Amendment Procedure

Amendments to these Rules of Procedure may be made only by action by the Board.

**APPENDIX "A"**  
**TO BOARD OF ADJUSTMENT RULES OF PROCEDURE**

INTERPRETATION APPEALS

A-1. Interpretation: Basis for Filing

Whenever it is alleged that there is an error in any determination interpreting or applying the requirements of the Zoning Ordinance by the Zoning Official, an appeal of such determination may be filed with the Board.

A-2. Interpretation: Papers Required

An appeal shall include:

1. a statement by the applicant describing the way it is alleged the Zoning Ordinance should be interpreted, together with diagrams and charts illustrating the erroneous and the proper application of the map or text provisions; and
2. a statement by the Zoning Official giving the reasons for the Zoning Official's interpretation of the Zoning Ordinance.

A-3. Interpretation: Basis for Action

1. Before acting on an appeal for interpretation, the Board shall consider:
  - a. the facts and statements filed in the application;
  - b. the testimony presented at the public hearing;
  - c. the City staff's report on the appeal; and
  - d. the Board's independent investigation of the language of the Zoning Ordinance and of related ordinances having a bearing thereon.
2. The Board shall make an interpretation after finding that the following conditions exist:
  - a. the interpretation is in conformity with the spirit and intent of the Zoning Ordinance; and
  - b. the resulting interpretation will not grant a special privilege to one property inconsistent with other properties or uses similarly situated.

**APPENDIX “B”**  
**TO BOARD OF ADJUSTMENT RULES OF PROCEDURE**

SPECIAL EXCEPTIONS

B-1. Special Exception: Basis for Filing

Whenever an applicant wishes to develop property pursuant to a special exception as provided in the Zoning Ordinance, an application for a special exception shall be approved by the Board before the Zoning Official shall issue a permit for the proposed construction or use.

B-2. Special Exception: Papers Required

An application for a special exception shall include:

1. a site plan, drawn to scale, showing all lot dimensions, and the location and dimensions of all existing and proposed lot improvements;
2. a statement by the Zoning Official citing the reason a special exception is required; and
3. a statement by the applicant describing the manner in which all conditions prescribed by the Zoning Ordinance and by these Rules will be met.

B-3. Special Exception: Basis for Action

1. Before acting on the application, the Board shall consider:
  - a. the facts filed with the application;
  - b. the testimony presented at the public hearing;
  - c. the City staff’s report on the application; and
  - d. when appropriate, the observations of individual Board members’ field inspections of the property.
2. The Board may grant the application provided the applicant has demonstrated, to the satisfaction of the Board, that:
  - a. all conditions enumerated in the Zoning Ordinance for the requested special exception exist; and
  - b. the granting of the exception will further the objectives, spirit, and intent of the Zoning Ordinance.

**APPENDIX "C"**  
**TO BOARD OF ADJUSTMENT RULES OF PROCEDURE**

VARIANCES

C-1. Variance: Basis for Filing

Whenever, owing to exceptional and extraordinary conditions, the literal enforcement of the provisions of the Zoning Ordinance will result in unnecessary hardship to the applicant in the use or development of his property, a request for a variance may be filed with the Board. Code Sec. 14-9(b) (The board of adjustment may authorize in specific cases a variance from the terms of chapter 14 other than the platting and subdivision requirements of article III, the public easement requirements of article VI, the public utility requirements of article VIII, the storm drainage requirements of article IX and the driveway requirements of article XI. The board may not authorize a variance unless it finds, in writing, after a hearing, that the variance is not contrary to the public interest, that, due to special conditions, a literal enforcement of Chapter 14's provisions would result in unnecessary hardship, and that in granting the variance, the spirit of Chapter 14 will be observed and substantial justice will be done).

C-2. Variance: Papers Required

A request for variance shall include:

1. a SITE PLAN drawn to scale, showing the location and dimensions of the lot, all existing and proposed improvements; and all structures located adjacent and contiguous to the lot for which the variance(s) is requested;
2. a STATEMENT OF FACTS AND REASONS why a literal enforcement of the Zoning Ordinance should not be applied to the property in question and how the standards governing the Board's actions would be satisfied; and
3. a description of the specific variance requested, either in narrative form or by depiction on a drawing and/or photograph, and in such detail as to inform Board members of the exact nature of the prohibited conduct for which the variance is being sought.

C-3. Variance: Basis for Action

1. Before acting on a request for variance, the Board shall consider:
  - a. the facts filed with the application;
  - b. the testimony presented at the public hearing on the application;
  - c. the City staff's report on the appeal; and
  - d. the observations of individual Board members' field inspections of the property.
2. The Board may grant the requested variance, subject to such terms and conditions as it may impose, provided the applicant has demonstrated, to the satisfaction of the Board, that the conditions governing the granting of a variance as set forth in the Zoning Ordinance have been satisfied, and that the decision of the Board would further the spirit and intent of such Ordinance.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019

**AGENDA ITEMS:** E

**AGENDA SUBJECT:** Conduct a public hearing on Gary Ryan’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas

**Department/Prepared By:** Danielle Amason, Assistant City Secretary

**EXHIBITS:** [EX A](#) – Application Requesting Variance  
[EX B](#) – Section 14-88  
[EX C](#) – City’s Certification of PH Posting Reqs.  
EX D – Applicant’s Certification of PH Posting Reqs. (Not Available at Posting)  
[PH Script](#)

**BACKGROUND INFORMATION:**

Gary Ryan filed a request for variances to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas

Before the Board can consider the applications for variance, it must conduct a public hearing in order to receive written and oral comments from any interested person(s) concerning Gary Ryan’s request.

This item is to conduct the public hearing.

**RECOMMENDED ACTION:**

Conduct a public hearing on Gary Ryan’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

# CITY OF JERSEY VILLAGE

16501 Jersey Drive  
Jersey Village, TX 77040-1999  
Inspection Request 713-466-2138

# CITY COPY

\*\*EACH INDIVIDUAL TRADE MUST CALL THEIR OWN INSPECTION\*\*

## VARIANCE

PERMIT #: 0000007603		DATE ISSUED: 6/21/2019	
JOB ADDRESS: 16006 CONGO LN	PARCEL ID: PARC1998-379	LOT #: 16	BLK #: 18
SUBDIVISION:		ZONING:	
ISSUED TO: GARY RYAN	ADDRESS: 16006 CONGO LN	CONTRACTOR: GARY RYAN	ADDRESS: 16006 CONGO LN
CITY, STATE ZIP: JERSEY VILLAGE TX 77040-2008	PHONE: 713-951-1441	CITY, STATE ZIP: JERSEY VILLAGE TX 77040-2008	PHONE:
STRUCTURE USE:	FLOOR AREAS:	VALUATION: \$ 0.00	IMPERVIOUS SURFACES:
LIVING SPACE:	BASEMENT/STORAGE:	HOUSE:	GARAGE:
GARAGE:	DECKS:	DRIVEWAYS:	PORCH/WALK:
PORCHES:	OTHER:	OTHER:	TOTAL:
TOTAL AREA: 0.00	STRUCTURE AREA:	SITE AREA:	PERCENTAGE OF SITE:

FEE CODE	DESCRIPTION	AMOUNT
Z-999	OTHER FEE	\$ 300.00
<b>TOTAL RECEIPTS</b>		<b>\$ 300.00</b>
<b>BALANCE</b>		<b>\$ 0.00</b>
		<b>\$ 300.00</b>

**CONDITIONS:**

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

  
\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
(APPROVED BY)

6/21/19  
DATE

CITY OF JERSEY VILLAGE

REC#: 00640598    6/21/2019    10:22 AM  
OPER: PB    TERM: 001  
REF#: 1374

TRAN: 153.0000    BUILDING PERMITS  
0000007603    300.00CR  
RYAN, GARY  
16006 CONGO LN  
Z-MISC    300.00CR

TENDERED: 300.00 CHECK  
APPLIED: 300.00-

CHANGE: 0.00

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

CITY OF JERSEY VILLAGE  
Application for Request for Variance

**\$300.00 non-refundable fee due upon submission of the request**

PROPERTY INFORMATION

Address: 16006 Congo Lane

Legal Description: Lot \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: Jersey Village

APPLICANT INFORMATION

(If different than owner, application must be accompanied by an Appointment of Agent Affidavit)

Applicant: GARY RYAN Phone: 713 444-7588

Address: 16006 Congo Lane

City: Hou State: TX Zip: 77040

email address: garyryanz10@gmail.com

OWNER INFORMATION

SAME AS ABOVE  
Property Owner Telephone Number

Street Address City State Zip Code

Describe variance sought: Parking Motor Coach in  
DRIVEWAY

Describe existing standard: Effective 7/1/19 - Prohibits  
any recreational vehicle in driveway

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

In accordance with Section 14-9 of the City of Jersey Village Code of Ordinances, to obtain a variance the application must meet the following criteria:

(1) What special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures or buildings in the same district?

Police Victim - Motorcoach is HANDICAP ACCESSIBLE  
& needs to be plugged in AS WELL AS 8' clearance  
for ramp to work. Has HAND CONTROLS for DRIVING,

(2) Why does the literal interpretation of the provisions of this Code result in unnecessary hardship? Unnecessary hardship is due to exceptional narrowness, shallowness, shape, topography or other extraordinary or exceptional physical situation or physical condition unique to the specific piece of property in question. "Unnecessary hardship" shall mean physical hardship relating to the property itself as distinguished from a hardship relating to convenience, financial considerations or caprice, and the hardship must not result from the applicant or owner's own action.

prejudice for challenged individuals  
who use wheelchairs for mobility

(3) Are the special conditions and circumstances the result of the actions of the applicant? (i.e. can the size of the structure be changed to meet the requirements of the Code.)

YES - SPACE needed for ramp access  
& electricity required.

(4) Does granting the variances as requested confer on the applicant any special privilege that is denied by the Code to other lands, structures, or buildings in the same district?

yes because code doesn't allow for exceptions  
for Handicap Accessible Recreational vehicles.

[Signature]  
Signature of Applicant

6/20/19  
Date

for disabled individual's needs

REQUESTS MUST BE SUBMITTED NO LATER THEN 4:30 P.M. SIXTEEN (16) DAYS PRIOR TO THE OFFICIAL MEETING DATE.

OFFICE USE ONLY	
Received by: _____	Date: _____
Fee paid (amount): \$ _____	

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

June 20, 2019

To: City of Jersey Village

From: Gary Ryan

Subject: Variance

My name is Gary Ryan and I reside with my wife at 16006 Congo Lane. The purpose of the letter is to request that you grant a waiver to the city ordinance regarding recreational vehicles. We have a 40' 2014 Motor coach. The reason I am requesting this variance is I am a polio victim and am confined to a wheelchair. I don't have the physical ability to stand or walk. I can only transfer seat to seat, if it is the same height of my chair. This motor coach is a fully accessible motor coach which allows me to enter and exit through a side door with a ramp that comes out then retracts when I get in. It also has hand controls allowing me to drive the motor coach. My wife cannot drive the motor coach.

Here is the issue. To store this motor coach in any location other than my driveway, requires that it be driven in the slot just wide enough for the motor coach. Once in the slot, I am unable to get in or out of the motor coach as the door to exit in on the right side of the motor coach and there is not enough clearance to open the door to let the ramp down. This takes away my ability to store it anywhere other than in open storage and since it must be plugged in for the ramp to operate, it renders it useless for me.

I would ask that you consider granting me a variance allowing me to continue to park my motor coach in my driveway. Our motor coach does not impede the front of our house and unless you are in front of the house, you cannot see it from the side street view. If you would like to see the motor coach to further understand the difficulty moving the motor coach, please let me know.

Thank you in advance for your understanding.

  
Gary Ryan  
(713) 444-7588 phone

Sec. 14-88. - Regulations that apply to all districts.

(a) *General regulations.*

- (1) No use of private or public property, whether it be residential, business, commercial or industrial, shall be permitted if that use is so obnoxious or offensive as to be reasonably calculated to disturb persons of ordinary temper, sensibilities and disposition by vibration, noise, view or the emission of odor, dust, smoke or pollution of any other kind.
- (2) No use of public street right-of-way or public sidewalk or adjacent property, either private or public, shall be permitted if that use inhibits or hinders the movement of normal traffic on that street or sidewalk.
- (3) City maintenance personnel must be allowed free access to utility easement and street rights-of-way so they can perform maintenance and repair of utility systems.
  - a. No buildings or structures of any type or size, other than fences, shall be permitted on utility easements.
  - b. If fences are located on utility easements, city maintenance personnel may remove such fences at any time for the purpose of gaining access to utility systems, and no liability will be incurred for damages to, repair of or replacement of such fences.
- (4) Any building which has been damaged by fire or other causes to the extent of more than 50 percent of its value shall be rebuilt in conformity with this article, as though it were a new building, or removed. This shall not apply to damaged structures outside the 100-year (one percent probability) floodplain, in regards to slab height, where the footprint of a structure is not modified and the slab is intact. The building shall be secured from entrance by any unauthorized persons within 24 hours after all embers are extinguished. A building permit is required before removal, repair or reconstruction commences which shall be started within 60 days of the date the damage occurs and shall be completed within a reasonable time, but not later than 150 days after the damage occurs. Before occupancy will be permitted a certificate of occupancy shall be required.
- (5)

Whenever any street is abandoned, the boundaries of any districts that lie along one side of each street are automatically extended to the centerline of such street.

- (6) a. Recreational vehicles (manufactured or home-made) including, but not limited to, motor homes, mini-motor homes, travel trailers, 5th wheel trailers, camping trailers, boat trailers, other trailers used for recreational purposes only, truck campers, all terrain vehicles and all types of watercraft including boats (motorized or propelled by any other means) shall not be parked or stored in front or side yards in zoning districts A, C, C-2, or D except for temporary periods of time not exceeding seven days within a 30-day period. A recreational vehicle shall not be parked or stored in a rear yard in zoning districts A, C, C-2, or D unless such vehicle is screened from public view by a solid wood or opaque fence. Nothing in this ordinance is intended to preclude the construction of a properly permitted building that will enclose and screen recreational vehicles.
- b. A recreational vehicle or watercraft less than eight feet in height lawfully parked or stored on a lot in zoning districts A, C, C-2, or D on May 1, 2009 may continue to be parked or stored at such location until January 1, 2010. A recreational vehicle or watercraft greater than eight feet in height lawfully parked or stored on a lot in zoning districts A, C, C-2, or D on May 1, 2009 may continue to be parked or stored at such location until July 1, 2019. The owner of the recreational vehicle or watercraft must be the owner of the lot on which it is parked or stored; the recreational vehicle or watercraft must continue to be registered by the state; and a recreational vehicle must have a valid motor vehicle inspection certificate. The owner of a lot upon which a recreational vehicle or watercraft greater than eight feet in height was lawfully parked or stored on May 1, 2009 shall register such recreational vehicle or watercraft with the city secretary not later than July 15, 2009. Registration shall be under oath on a form furnished by the city secretary and shall be accompanied by photographs showing the recreational vehicle or watercraft, its location on the lot and its license plate or registration information. The owner may replace a recreational vehicle or watercraft registered under this section with another

recreational vehicle or watercraft. The owner shall be issued a certificate with a brief description of the nonconformity which shall thereafter be considered evidence of the lawful continuation of the parking or storage of such recreational vehicle or watercraft.

- (7) a. Trucks and vans, larger than one ton in capacity, and self-propelled, self-powered, or pull-type equipment that weighs at least 3,000 pounds and that are intended to be used for commercial, agricultural, construction, or industrial uses, trailers and towed vehicles shall not be parked or stored in a front, side, or rear yard in zoning districts A, C, C-2, or D except during the act of loading or unloading and except in connection with the provision of services to the property at which it is parked.
- b. Truck tractors shall not be stored or parked in zoning districts A, B, C, C-2, M or D except during the act of loading or unloading.
- (8) No vehicle shall be parked or stored on an unpaved surface in a front or side yard in zoning districts A, B, C, C-2, M or D.
- (9) Vehicles held for sale, lease or rental in any business or industrial district shall not be parked or stored on unpaved surfaces.
- (10) No platted lot shall be reduced in size and no lot area shall be reduced or diminished so that the lot size or the yards shall be smaller than prescribed by this chapter. These regulations shall not apply in District D.
- (11) No individual water well or piping for such system shall be connected in any way to any public water supply system.
- (12) No oil, gas or other mineral exploration, production or drilling operations for minerals of any kind shall be conducted on any lot or parcel of land within the city except in zoning district H (industrial district).
- (13) Add-on construction. After a certificate of occupancy has been issued for a building in accordance with section 14-7(b), no add-on type of construction such as patio covers, carports, balconies, stoops, porches or any structural alteration of the building shall be made unless a new building permit is first obtained from the development officer in accordance with Chapter 14. The plans must be submitted to and approved by the development officer. Requests for a building permit to allow add-on type construction or structural alteration of a building shall indicate that the proposed construction will be in harmony with the style of the original building.

- a. Where add-on construction to a single-family detached dwelling in district A involves structural alternation that will increase the square feet of enclosed living area on the ground floor, such add-on construction shall be permitted only to the side or rear of the existing dwelling, as space on the lot may allow while maintain conformance with the applicable standards for minimum side and rear building setbacks.
      - 1. Where such add-on construction will result in a finished building height that at any point exceeds the height of the front façade of the existing dwelling at any point, the add-on construction shall be permitted only to the rear of the existing dwelling.
- (14) No permit for the erection, alteration, reconstruction, conversion or use of any building shall be issued by the development officer unless the plan required by Chapter 14 provides for a sidewalk to be constructed on all street sides of such building. This subsection shall apply to all districts of the city, with the exception of Block 42.
- (15) Reserved.
- (16) Reserved.
- (17) Reserved.
- (18) Buffering. Bufferyards will be required on the perimeter, or parts thereof, of a nonresidential development adjoining or surrounding residential developments in conjunction with the screening requirements provided below. Bufferyards shall be provided to protect the adjacent residential properties from environmental impact of the nonresidential facility such as visual blight, parking or roadway illumination, headlights, noise, blowing paper and dust and service areas. Bufferyards shall be provided according to the standards provided in Example 14-7. See also sections 14-310 and 14-311 for landscaping standards. These regulations shall not apply in District D.
- (19) Screening.
  - a. For development of nonresidential lots directly abutting and adjacent to residential lots, an obscuring wall shall be required. The required wall shall be located inside the nonresidential lot lines abutting and adjacent to the residential lots; provided, however, where a masonry wall has been constructed in a residential subdivision abutting nonresidential

lots prior to development of the nonresidential lots, the masonry wall in the residential lots shall serve as the required screen and shall meet all requirements required of screens on nonresidential lots. Where a masonry wall of at least six feet in height exists in the residential lots abutting a nonresidential development, the nonresidential developer shall provide a buffer yard one and one-half times the width required elsewhere in this Code with two times the landscaping requirements in lieu of a second masonry wall.

- b. All walls shall be constructed of a solid unpierced masonry material with the surface facing the residential lots constructed of a common or face brick, decorative block or similar material that is compatible with the principle buildings in the adjacent residential areas. Similar material shall not include smooth face concrete masonry blocks or units. Masonry walls shall be erected on a concrete foundation of adequate strength and shall be not less than four inches wider than the wall to be erected.
- c. No opening shall be permitted for access through the wall unless a solid gate equally the height of the wall is provided. Such gate shall remain closed at all times except when in actual use.
- d. The quality and type of materials used structurally for the walls shall conform with those specified in the building code which apply to foundation footing and supporting materials used in residential construction within the city.
- e. Any person causing an excavation to be made on property adjacent to an existing wall shall protect the excavation in such a manner so that the soil of the adjacent property will not cave in or settle causing damage to the existing wall.
- f. Walls shall be maintained to remain harmonious with the surrounding property by being repaired, rebuilt or replaced at intervals necessary to preserve the health, safety and welfare of the public. Notification of necessary maintenance will be by certified mail from the development officer to the current property owner who is responsible for the maintenance of the walls constructed.
- g.

If such freestanding walls are not repaired, rebuilt or replaced within 60 days after receipt of such notification by certified mail that certain maintenance is deemed necessary for the health, safety and welfare of the public, such penalties for violation shall be enforced as established in this article and other legal recourse.

- h. The use of barbed wire, razor wire or any other similar material is not allowed.

These regulations shall not apply in District D.

- (20) Lighting of off-street parking areas and/or for external illumination of any building and grounds shall be arranged so that the source of light is concealed or shielded from public view and from adjacent residential properties and does not interfere with traffic. These regulations shall not apply in District D.
- (21) Temporary buildings shall be permitted only in connection with construction on the premises on which located, which buildings shall be removed upon completion or abandonment of the construction; real estate sales offices during development of residential subdivision in which they are located and limited to sales of property in such subdivisions; and educational, municipal or church functions operated for the benefit of the public. It shall be unlawful for any person to erect, construct, enlarge, place, locate or relocate any temporary building on premises within the city, or cause the same to be done, without first obtaining a building permit therefor in accordance with section 14-114. It shall be unlawful for any person to use or occupy a temporary building without first obtaining a certificate of occupancy therefor in accordance with section 14-7(b). A certificate of occupancy shall be limited to the duration of the intended use not to exceed one year; provided, however, that the certificate of occupancy may be extended as follows:
  - a. Where the temporary building is used for the contractors' offices, equipment storage, model homes and real estate sales offices for residential projects, the certificate of occupancy may be extended at one-year intervals until the project is 90 percent constructed; and
  - b. Where the temporary building is for a use other than described in subsection (21)a of this section, the certificate of occupancy may be extended for one additional one-year period.

A temporary building shall be in compliance with the terms of the building code and all other applicable laws and ordinances. A temporary building shall not be used in any manner constituting a nuisance or interfering with the quiet enjoyment of the neighborhood. These regulations shall not apply in District D.

- (22) Maintenance, fabrication and repair of equipment or machinery and manufacturing, processing and assembly of materials, products and goods shall be performed only on a paved area located within the building lines of a lot, whether within or outside of a building.
- (23) Garbage and refuse containers in commercial and industrial zoning districts shall be screened from public view, from adjacent buildings and from adjacent property, public or private. Screens shall be permanent and opaque and of wood, metal or masonry material, shall be at least as high as the screened object and shall not be less than six feet high. These regulations shall not apply in District D.
- (24) Building permits are not required for "other free standing structures" as listed in subsection 14-101(6)b. provided that such structures shall have a building area of less than 25 square feet and provided that no utilities are installed. These regulations shall not apply in District D.
- (25) Fencing standards. Where chain link fencing is constructed within the city, the fencing material should be a minimum of four feet in height and a maximum of six feet in height. All fencing four feet in height shall be a minimum of 11 gauge galvanized material and all fencing higher than four feet shall be a minimum of nine gauge galvanized material. The use of barbed wired, razor wire or similar material shall not be allowed in residential zoning districts. Barbed wire and razor wire may be used in commercial and industrial districts in combination with the above approved fencing material and shall be installed on top of the fence with the total height above ground not to exceed seven feet. These regulations shall not apply in District D.
- (26) A nonresidential building may not be erected on a lot abutting a subdivision containing residential structures closer to the subdivision than 50 feet for a one-story building, 100 feet for a two-story building, or 150 feet for a three or more-story building. These regulations shall not apply in District D.

(27) No sleeping quarters other than those within a permanent residential structure, hotel or motel shall be used for longer than seven days within a 30-day period; provided that a recreational vehicle or portable building may be used for temporary housing and sleeping quarters by a person whose residence is uninhabitable as a result of flood, fire or environmental conditions if parked on a paved surface on a private property and with appropriate sewer and electrical connections. No person shall occupy a recreational vehicle or portable building for temporary housing and sleeping quarters without first receiving a permit for such use from the building official. The building official shall issue a permit if the conditions set forth herein are met. The permit shall be valid for the period of time necessary to restore the residence to habitability, as determined by the building official, but not to exceed 120 days. Any extension to such permit will require approval of the building official and director of public works. These regulations shall not apply in District D.

(28) Any finished floor that is elevated more than 12 inches above natural grade shall be provided with a dropped brick ledge or dropped veneer so as to leave no more than eight inches of slab exposed. All crawl spaces resulting from pier-and-beam and stem-wall types of construction must provide dropped veneers with vents sufficient to cover the sub-slab void.

(b) *Building setbacks.* Unless otherwise specifically provided elsewhere in this article, all buildings and structures located in a district within the city shall conform to the following setbacks (as measured from the property line):

Lot Line	Setback (In Feet)	Modifier
Front	25	—
Rear	25	(1) Excluding fencing
Side street	10	(1) 25 feet where one or more lots have frontage on the street.

Side	7½	(2) Zero feet for townhouses and one side of patio homes.
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(Ord. No. 95-04, § 1(302), 2-20-95; Ord. No. 96-08, § 2, 6-17-96; Ord. No. 97-04, §§ 1, 2, 4-21-97; Ord. No. 99-05, §§ 2—4, 2-15-99; Ord. No. 99-31, §§ 2—5, 11-15-99; Ord. No. 00-26, § 1, 8-21-00; Ord. No. 01-30, §§ 3, 7, 10-15-01; Ord. No. 02-16, § 1, 7-15-02; Ord. No. 03-17, §§ 1, 2, 4-21-03; Ord. No. 04-06, § 1, 3-15-04; Ord. No. 04-08, § 2, 5-17-04; Ord. No. 04-25, § 1, 12-20-04; Ord. No. 2006-5, § 1, 3-20-06; Ord. No. 2006-8, § 1, 2-20-06; Ord. No. 2008-22, § 1, 7-21-08; Ord. No. 2009-22, §§ 1, 2, 5-18-09; Ord. No. 2011-14, § 1(Exh. A), 3-21-11; Ord. No. 2011-25, §§ 9—11, 5-23-11; Ord. No. 2013-46, § 2(Exh. A), 12-16-13; Ord. No. 2017-55, § 2, 12-18-17)

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

# BUFFERYARD STANDARDS

REQUIRED PLANT UNITS/100'

- 3 Canopy Trees 
- 6 Understory Trees 
- 9 Shrubs 

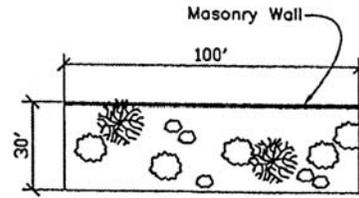
**Note:** To determine the total number of required plant units per 100 yard of bufferyard take the plant unit multiplier appropriate for the width of the bufferyard and multiply by number required for each plant type. Always round to the nearest whole number.

**Example:** To determine number of required canopy trees for 100' long and 25 ' wide bufferyard:

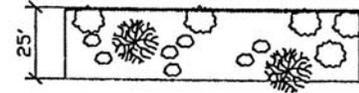
$0.8 \times 3 = 2.4$   
Assume 2 canopy trees.

Plant Unit Multiplier

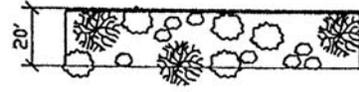
.6



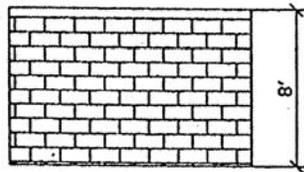
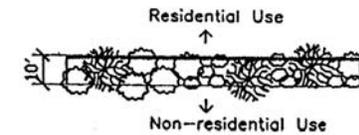
.8



.9

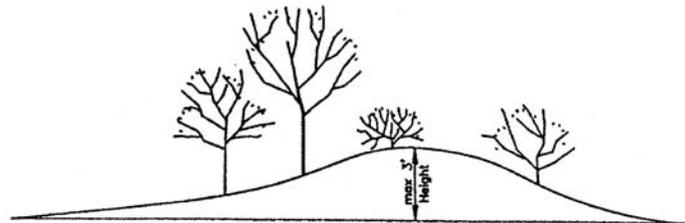


1



Masonry Wall (Obscuring Wall)  
(Common or face brick, decorative block, etc., decorative side facing residential lots)

## BERMS



Example  
14 - 7

Example 14-7 Bufferyard Standards

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**CITY OF JERSEY VILLAGE  
 CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS  
 BOARD OF ADJUSTMENT - PUBLIC HEARING – JULY 17, 2019 at 12:00 P.M.**

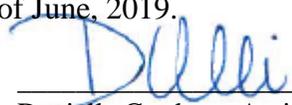
Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Gary Ryan’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

I, Danielle Cordova, the duly appointed and acting Assistant City Secretary of the City of Jersey Village, Harris County, Texas, do hereby certify and attest that as part of my duties, I post official notices for the City of Jersey Village. As such, on June 27, 2019, and in accordance with the Jersey Village Code of Ordinances Part II, Ch. 14, Art. X, Section 14-10 (b)(2)(a) written notices were mailed to adjacent property owners at least eleven (11) days prior to date of the Public Hearing. The property owners were mailed a written notice to the address listed in the following table:

owner_name	mailing address	city	state	zip code
Ashlynn Engel	16017 Lakeview Dr	Jersey Village	TX	77040-2023
David Mangum	16013 Lakeview Dr	Jersey Village	TX	77040-2023
Thomas & Catherine Glowacky	16009 Lakeview Dr	Jersey Village	TX	77040-2023
Richard & Phyllis Parks	16005 Lakeview Dr	Jersey Village	TX	77040-2023
Robert & Patricia Kubala	16001 Lakeview Dr	Jersey Village	TX	77040-2023
Donna & Roger Mills	16018 Congo Ln	Jersey Village	TX	77040-2008
Geoffrey & Linda Anderson	7 Catalina Dr	Rockport	TX	78382-3712
Terri Akin	16010 Congo Ln	Jersey Village	TX	77040-2008
Gary & Ione Ryan	16006 Congo Ln	Jersey Village	TX	77040-2008
Christian & Erin Hettick	16002 Congo Ln	Jersey Village	TX	77040-2008
Mack & Judy Brown	16001 Congo Ln	Jersey Village	TX	77040-2007
Ronald & Margarita Barber	16005 Congo Ln	Jersey Village	TX	77040-2007
David Bancroft	16009 Congo Ln	Jersey Village	TX	77040-2007
Gloretta Hoffmann	16030 Congo Ln	Jersey Village	TX	77040-2007
Esteban Teran	16017 Congo Ln	Jersey Village	TX	77040-2007

Witness my hand and seal of the City this 27<sup>th</sup> day of June, 2019.

  
 \_\_\_\_\_  
 Danielle Cordova, Assistant City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

## CHAIRMAN

### Script for BOA Public Hearings on July 17, 2019

**Read Item E on the Agenda and confirm that all meeting posting requirements have been met - then say:**

I now call to order this public hearing.

Everyone desiring to speak shall give his name and address and will be given 5 minutes to present information during the meeting.

The purpose of today's hearing is to receive written and oral comments from any interested person(s) concerning Gary Ryan's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

*Step 1: Call the applicant to present his case and all evidence supporting his plea*

*Step 2: Call the zoning official to present any information that he deems necessary or appropriate relative to the application*

*Step 3: Call on those opposed to the granting of the application to present their evidence and arguments*

*Step 4: Call the applicant for the right of rebuttal*

*Step 5: Order the hearing closed*

**(After everyone has spoken . . . or if no one desires to speak, finish the meeting with the following)**

There being no one (else) desiring to speak, I now close this public hearing concerning Gary Ryan's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019 **AGENDA ITEM:** E1

**AGENDA SUBJECT:** Discuss and take appropriate action on Gary Ryan’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

**Department/Prepared By:** Christian Somers, Building Official

**EXHIBITS:** Application and Other Documents Included in PH Item

**BACKGROUND INFORMATION:**

Gary Ryan filed a request for variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

The Board has previously conducted the Public Hearing in connection with this request. This item is to act upon the request.

The Board, in making its decision on this request for appeal, may reverse, affirm, in whole or in part, or modify the administrative official’s order, requirement, decision, or determination from which an appeal is taken and may make the correct order, requirement, decision or determination, and for that purpose has the same authority as the administrative official.

**RECOMMENDED ACTION:**

Discuss and take appropriate action on Gary Ryan’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Division 1, Section 14-88(a)(6)(a) to allow the applicant to park or store a recreational vehicle in the front or side yard at the property located at 16006 Congo Lane, Jersey Village, Texas.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019

**AGENDA ITEMS:** F

**AGENDA SUBJECT:** Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**Department/Prepared By:** Danielle Amason, Assistant City Secretary

**EXHIBITS:** [EX A](#) – Application Requesting Variance  
[EX B](#) – Section 14-253  
[EX C](#) – Order 2014-03  
[EX D](#) – City's Certification of Public Hearing Posting Requirements  
[EX E](#) – Applicant's Certification of Public Hearing Posting Requirements  
[EX F](#) – Appointment of Agent and Operating Agreement  
PH Script

**BACKGROUND INFORMATION:**

Joe Myers Kia filed a request for variances to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

Before the Board can consider the applications for variance, it must conduct a public hearing in order to receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request.

This item is to conduct the public hearing.

NOTE: On May 1, 2014, this Board of Adjustment granted Joe Myers Dealership L.P. a variance to the Jersey Village Code of Ordinances at Chapter 14, Section 14-253(d), permitting the applicant to relocate the existing pole type ground sign that will exceed the allowed 200 square feet of sign face for a time period not to exceed five years under Order No. 2014-03.

The June 25, 2019 application is a request to extend the temporary variance granted under Order No. 2014-03.

**RECOMMENDED ACTION:**

Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

# CITY OF JERSEY VILLAGE

16501 Jersey Drive  
Jersey Village, TX 77040-1999  
Inspection Request 713-466-2138

# CITY COPY

\*\*EACH INDIVIDUAL TRADE MUST CALL THEIR OWN INSPECTION\*\*

## VARIANCE

PERMIT #: 0000007612		DATE ISSUED: 6/25/2019	
JOB ADDRESS: 16484 NORTHWEST FREEWAY	LOT #: _____	BLK #: _____	RESERVE C
PARCEL ID: PARC2000-45	ZONING: _____		
SUBDIVISION: JERSEY MEADOWS			
ISSUED TO: JOE MYERS KIA	CONTRACTOR: JOE MYERS KIA		
ADDRESS: 16484 NORTHWEST FREEWAY	ADDRESS: 16484 NORTHWEST FREEWAY		
CITY, STATE ZIP: JERSEY VILLAGE TX 77040	CITY, STATE ZIP: JERSEY VILLAGE TX 77040		
PHONE: _____	PHONE: _____		
STRUCTURE USE: _____	VALUATION: \$ 0.00		
FLOOR AREAS:	IMPERVIOUS SURFACES:		
LIVING SPACE: _____	HOUSE: _____		
BASEMENT/STORAGE: _____	GARAGE: _____		
GARAGE: _____	DRIVEWAYS: _____		
DECKS: _____	PORCH/WALK: _____		
PORCHES: _____	OTHER: _____		
OTHER: _____	TOTAL: _____		
TOTAL AREA: 0.00	SITE AREA: _____	PERCENTAGE OF SITE: _____	
STRUCTURE AREA: _____			

FEE CODE	DESCRIPTION	AMOUNT
Z-999	OTHER FEE	\$ 300.00
<b>TOTAL RECEIPTS</b>		\$ 300.00
<b>BALANCE</b>		\$ 0.00
<b>TOTAL RECEIPTS</b>		\$ 300.00

**CONDITIONS:**

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) \_\_\_\_\_  
DATE

\_\_\_\_\_  
(APPROVED BY) 6/25/19  
DATE

CITY OF JERSEY VILLAGE

REC#: 00641278    6/25/2019    3:24 PM  
OPER: PB    TERM: 001  
REF#: 168035

TRAN: 153.0000    BUILDING PERMITS  
          0000007612    300.00CR  
          JOE MYERS KIA  
          16484 NORTHWEST FREEWAY  
          Z-MISC    300.00CR

TENDERED:    300.00    CHECK  
APPLIED:    300.00-

CHANGE:    0.00

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

#7612

CITY OF JERSEY VILLAGE  
Application for Request for Variance

**\$300.00 non-refundable fee due upon submission of the request**

PROPERTY INFORMATION

Address: 16484 NW Freeway  
Legal Description: Lot 6 Block:      Subdivision: Unrestricted Reserve A, Jersey Meadows

APPLICANT INFORMATION

(If different than owner, application must be accompanied by an Appointment of Agent Affidavit)

Applicant: Joe Myers Mazda Kia  Phone: 713-937-7800  
Address: 16484 NW Freeway  
City: Houston State: Texas Zip: 77040

OWNER INFORMATION

<u>BHA Real Estate, LLC</u>	<u>972-536-2900</u>
Property Owner	Telephone Number
<u>8333 Royal Ridge Pkwy; Suite 100 Irving</u>	<u>TX 75063</u>
Street Address	City State Zip Code

Describe variance sought:       
Allow sign face area to exceed the 200 SF of sign face area allowed per  
side of ground pole signs, PER SEC. 14-253 (C)

Describe existing standard: Existing sign is 215 SF vs. 200 SF currently  
allowed by ordinance. Reinstatement of previous variance approved  
in May, 2014 (through May 1st, 2019), for another  
two years (through May 1st, 2021)

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

In accordance with Section 14-9 of the City of Jersey Village Code of Ordinances, to obtain a variance the application must meet the following criteria:

(1) What special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures or buildings in the same district?

Shallowness of the lot associated with TxDOT ROW taking. \_\_\_\_\_

Shallowness of the lot associated with TxDOT ROW taking. \_\_\_\_\_

Shallowness of the lot associated with TxDOT ROW taking. \_\_\_\_\_

(2) Why does the literal interpretation of the provisions of this Code result in unnecessary hardship? Unnecessary hardship is due to exceptional narrowness, shallowness, shape, topography or other extraordinary or exceptional physical situation or physical condition unique to the specific piece of property in question. "Unnecessary hardship" shall mean physical hardship relating to the property itself as distinguished from a hardship relating to convenience, financial considerations or caprice, and the hardship must not result from the applicant or owner's own action.

Shallowness of the lot associated with the TXDOT ROW taking. \_\_\_\_\_

Shallowness of the lot associated with the TXDOT ROW taking. \_\_\_\_\_

(3) Are the special conditions and circumstances the result of the actions of the applicant? (i.e. can the size of the structure be changed to meet the requirements of the Code.)

NO \_\_\_\_\_

NO \_\_\_\_\_

NO \_\_\_\_\_

(4) Does granting the variances as requested confer on the applicant any special privilege that is denied by the Code to other lands, structures, or buildings in the same district?

No \_\_\_\_\_

No \_\_\_\_\_

Signature of Applicant  Date 6/24/2019

REQUESTS MUST BE SUBMITTED NO LATER THEN 4:30 P.M. SIXTEEN (16) DAYS PRIOR TO THE OFFICIAL MEETING DATE.

<b>OFFICE USE ONLY</b>	
Received by: _____	Date: _____
Fee paid (amount): \$ _____	

Sec. 14-253. - U.S. 290 corridor standards.

For the purposes of more specifically regulating ground signage along U.S. 290, a ground sign corridor consisting of a 50-foot wide strip of land adjacent to either side of the right-of-way of U.S. 290 is hereby created. The standards contained in this article shall apply to said corridor except where they conflict with the following regulations:

- (a) Commercial/industrial developments shall be allowed one temporary ground sign per 500 linear feet of street frontage with a maximum size of 64 square feet of sign face area and a height not to exceed 12 feet.
- (b) Commercial/industrial subdivisions containing not less than 40 acres of land may have one permanent, monument type ground sign not exceeding 12 feet in height and 200 square feet of sign face area at each street entrance into the subdivision.
- (c) Commercial or industrial developments may have one monument type ground sign per 500 linear feet of street frontage. The maximum size per sign shall not exceed 200 square feet of sign face area and not exceeding 12 feet in height. The total sign face area for all signs allowed by this provision shall not exceed 400 square feet.
- (d) Commercial or industrial developments may have one pole type ground sign, not to exceed 35 feet in height above natural ground level. The maximum size per sign shall not exceed 200 square feet of sign face area. The total sign face area for all signs allowed by this provision shall not exceed 400 square feet.

(Ord. No. 00-16, § 2, 5-15-00; Ord. No. 01-30, § 11, 10-15-01)



**CITY OF JERSEY VILLAGE  
BOARD OF ADJUSTMENT  
ORDER NO. 2014-03**

**WHEREAS**, Beth Miles, representing Joe Myers Dealership L.P., application for variance to the Jersey Village Code of Ordinances, Chapter 14, Article X, Section 14-253(d), permitting the applicant to install a pole type ground sign that will exceed the allowed 200 square feet of sign face area for Joe Myers Kia located at located at 16484 Northwest Freeway, Jersey Village, TX 77040.

**WHEREAS**, the Board conducted a Public Hearing and received information from the Public and from the Applicant on May 1, 2014; and

**WHEREAS**, after closing the hearing, the Board in making its decision must consider:

- if the request for variance is contrary to the public's interest;
- if, due to special conditions, enforcement of Chapter 14, Section 14-253(d), would result in an unnecessary hardship for Beth Miles and Joe Myers Dealership L.P.; and
- that in granting the variance, the spirit of this chapter would be upheld and observed; and

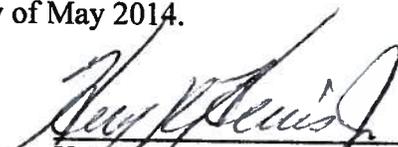
**WHEREAS**, the Board's decision must receive a concurring vote of four members to:

- Reverse an order, requirement, decision or determination of an administrative official;
- Decide in favor of an applicant on a matter which the board is required to pass under Chapter 14 of the Code of Ordinances; or
- Authorize a variance from the terms of Chapter 14 of the Code of Ordinances;

**NOW THEREFORE, BE IT ORDERED BY THE BOARD OF ADJUSTMENT OF THE CITY OF JERSEY VILLAGE THAT:**

**SECTION 1.** In consideration of the information before the Board, with a concurring vote of at least four (4) members, the Board voted to [  ] GRANT [  ] DENY Beth Miles, representing Joe Myers Dealership L.P. variance to the Jersey Village Code of Ordinances at Chapter 14, Section 14-253(d), permitting the applicant to relocate the existing pole type ground sign that will exceed the allowed 200 square feet of sign face for a time period not to exceed five years ending May 1, 2019.

**PASSED, APPROVED, AND ORDERED** this 1<sup>st</sup> day of May 2014.

  
Henry Hermis, Chairman

**ATTEST:**

  
Courtney Rutherford, Assistant City Secretary



*filed May 2, 2014 @ 6:45pm  
Courtney Rutherford  
Assistant City Secretary*

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**CITY OF JERSEY VILLAGE  
 CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS  
 BOARD OF ADJUSTMENT - PUBLIC HEARING – JULY 17, 2019 at 12:00 P.M.**

Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Joe Myers Kia’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant’s existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

owner_name	mailing address	city	state	zip code
Benny Moore	16241 Singapore Ln	Jersey Village	TX	77040-2041
Steve & Erika Smith	15325 Leeds Ln	Jersey Village	TX	77040-1338
R. Stavinoha & D. Faught	16249 Singapore Ln	Jersey Village	TX	77040-2041
Raymond & Betty Parker	16305 Congo Ln	Jersey Village	TX	77040-2072
Michael & Marilyn Melnar	16309 Congo Ln	Jersey Village	TX	77040-2072
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
Vicky Duck	16246 Seattle St	Jersey Village	TX	77040-1930

I, Danielle Cordova, the duly appointed and acting Assistant City Secretary of the City of Jersey Village, Harris County, Texas, do hereby certify and attest that as part of my duties, I post official notices for the City of Jersey Village. As such, on June 27, 2019, and in accordance with the Jersey Village Code of Ordinances Part II, Ch. 14, Art. X, Section 14-10 (b)(2)(a) written notices were mailed to adjacent property owners at least eleven (11) days prior to date of the Public Hearing. The property owners were mailed a written notice to the address listed in the following table:

Witness my hand and seal of the City this 27<sup>th</sup> day of June, 2019.

*Delli*

\_\_\_\_\_  
 Danielle Cordova, Assistant City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**CITY OF JERSEY VILLAGE  
APPLICANT CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS  
BOARD OF ADJUSTMENT – July 17, 2019 - 12:00 P.M.**

Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

I, Ralph Samuel, applicant and/or property owner, do hereby certify that:

On 7-3-, 2019, at least ten days prior to the date of the hearing, I placed on the property at **16484 NW Freeway, Jersey Village, Texas** which is the subject of this hearing, signs indicating the type of relief sought or the proposed change in status of the property as well as the date, time and place of the hearing. The signs were placed at not more than 300-foot intervals across the property line fronting on the existing streets and were clearly visible from the streets. Each sign was located no more than ten feet from the property line and was no smaller than 18 inches by 24 inches,

All in accordance with Section 14-10(b)(2)(b) of the Jersey Village Code of Ordinances.

Signed this the 3 day of July, 2019.

Ralph Samuel

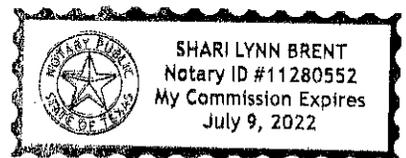
Joe Myers Kia - Hearing Applicant

THE STATE OF TEXAS    §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned authority, this day personally appeared Ralph Samuel, a person known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 3 day of July, 2019.

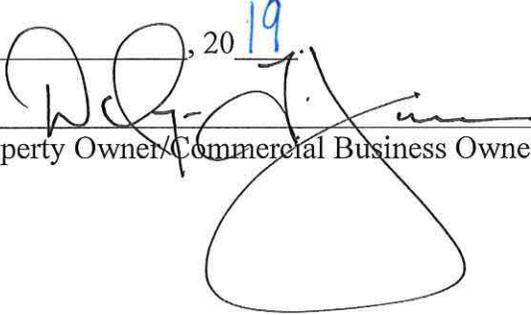
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**APPOINTMENT OF AGENT**

I, Delwyn James, owner of the property and commercial business which is the subject of a request for an appeal/variance to be considered by the Board of Adjustment, do hereby appoint Robert Sanders as Agent and Representative. I understand that in making this appointment, I grant him/her the authority to file the application and to speak on behalf of BHA Real Estate Holdings for purposes of proceedings before the City of Jersey Village Board of Adjustment in connection with the appeal/variance being sought.

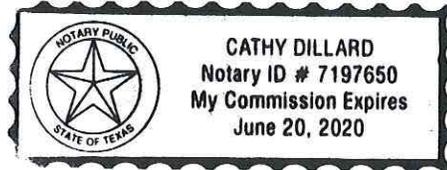
Signed this 28<sup>th</sup> day of June, 2019.  
  
\_\_\_\_\_  
Property Owner/Commercial Business Owner

THE STATE OF TEXAS     §  
COUNTY OF HARRIS     §

BEFORE ME, the undersigned authority, this day personally appeared Delwyn James, owner of the property and commercial business which is the subject of an application for an appeal/variance being considered by the Board of Adjustment, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 28<sup>th</sup> day of June, 2019.

Cathy Dillard  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

## LIMITED LIABILITY COMPANY AGREEMENT

### OF

#### BHA REAL ESTATE HOLDINGS, LLC (a Delaware limited liability company)

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”), effective as of the 18th day of December, 2015, at 11:59 p.m., eastern time (the “Effective Date”), is made by Berkshire Hathaway Life Insurance Company of Nebraska, a Nebraska corporation, as the sole member on the date hereof (the “Member”), and such other Persons as may hereafter become a member of the Company (as defined herein) in accordance with the terms hereof. In consideration of the mutual promises contained herein, the Member hereby agrees as follows:

### ARTICLE 1 THE LIMITED LIABILITY COMPANY

1.1 **Limited Liability Company Agreement.** The Member hereby adopts this agreement as the limited liability company agreement of the Company, subject to the provisions of the Delaware Limited Liability Company Act, Delaware Code 1953 as amended Title 6, § 18-101 *et seq.*, as amended from time to time (the “Act”).

1.2 **Name.** The name of the limited liability company shall be BHA Real Estate Holdings, LLC (the “Company”).

1.3 **Certificate of Formation.** A Certificate of Formation that complies with the requirements of the Act (the “Certificate”) has been properly filed with the Delaware Secretary of State on the Effective Date. In the future, the officers of the Company shall execute such further documents and take such further action as shall be appropriate or necessary to comply with applicable law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.4 **Business.** The business of the Company shall be to engage in such lawful activities as the Member may deem desirable, and do any and all other things necessary, desirable or incidental thereto.

1.5 **Registered Agent and Registered Office.** The registered agent and registered office of the Company shall be as set forth in the Certificate. The officers of the Company, with the approval of the Board of Managers, may change the registered agent and registered office of the Company in accordance with the Act as the Board of Managers may from time to time determine to be appropriate.

1.6 **Principal Office.** The principal office of the Company shall be located at [8333 Royal Ridge Parkway Suite 130, Irving, Texas, 75063], or at any other place in the United States of America which the Member may determine in its sole discretion.

## ARTICLE 2 DEFINITIONS

2.1 **Defined Terms.** The following terms have the definitions hereinafter indicated whenever used in this Agreement with initial capital letters:

(a) “Affiliate” means, with respect to a specified Person, any other Person controlling, controlled by or under common control with the specified Person.

(b) “Board of Managers” means the board consisting of the Managers as provided herein.

(c) “Capital Contribution” means the total amount of money or fair market value of other Property (net of liabilities that are secured by such property, or to which such Property is subject, within the meaning of Code § 752) contributed by the Member to the Company pursuant to the terms of this Agreement. The term “Capital Contribution” shall not include advances or loans to the Company, whether from the Member or otherwise.

(d) “Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

(e) “Manager” means a Person selected to serve on the Board of Managers in accordance with Article 6 of this Agreement who shall have the powers and duties to manage and to direct the management of the business and affairs of the Company and exercise or cause the exercise of its powers to the extent set forth in this Agreement, the Certificate and the Act.

(f) “Person” means any natural person, partnership, limited liability company, corporation, joint venture, trust, estate, association, foundation, fund, governmental unit or other entity.

(g) “Property” means any property, including, without limitation, any real or personal, tangible or intangible property, including but not limited to any legal or equitable interest in such property, ownership interests in entities owning real or personal property, and money.

## ARTICLE 3 MEMBERS; CAPITAL CONTRIBUTIONS

3.1 **Membership Interest.** A Member’s limited liability company interest shall be qualified and expressed in terms of units (“Units”). The number of outstanding and issued Units held by each Member is set forth in Schedule A. Such Units (subject to transfers, issuances and adjustments in accordance with this Agreement) will apply in all circumstances where relevant to determining the extent of the Member’s interest in the Company, including its right to vote on,

consent to or otherwise participate in any decision or action to be taken by the Members under this Agreement.

3.2 **Percentage Interests.** Each Member's percentage interest in the Company ("Percentage Interest") shall equal a fraction, the numerator of which is the number of Units held by such Member and the denominator of which is the total number of Units issued and outstanding, all as adjusted in connection with transfers, issuances and adjustments in accordance with this Agreement. Such Percentage Interests (subject to transfers, issuances and adjustments in accordance with this Agreement) will apply in all circumstances where relevant to determining the extent of the member's interest in the Company, including its right to vote on, consent to or otherwise participate in any decision or action to be taken by the Members under this Agreement.

3.3 **Capital Contributions.** The Member is not obligated to make additional Capital Contributions to the Company, except as set forth in the Act.

3.4 **Interest Uncertificated.** No certificates shall be issued evidencing the Member's interest in the Company.

3.5 **Interest on Capital.** Any interest earned on Company funds shall inure to the benefit of the Company, and the Member shall not receive interest on its Capital Contribution.

#### ARTICLE 4 DISTRIBUTIONS; ALLOCATIONS

4.1 **Distributions During Term of Company.** Prior to dissolution of the Company, the Board of Managers may in its sole discretion, but shall not be obligated to, distribute such Property of the Company, whether in cash or in kind, as the Board of Managers may from time to time deem advisable, after the Board of Managers has established such reserves as the Board of Managers considers appropriate. All distributions shall be made to the Member.

4.2 **Distributions Upon Liquidation.** On the winding up of the Company pursuant to Section 9.2, all assets of the Company shall be distributed in accordance with Section 9.3.

4.3 **Limitation on Distributions.** Notwithstanding anything in this Agreement to the contrary, no distribution shall be made if it would not be permitted by the Act.

4.4 **Allocations.** All profit and loss of the Company, and items thereof, shall be allocated to the Member.

#### ARTICLE 5 MEMBERS

5.1 **Participation in Management.** Except as may be required under the Act pursuant to a provision that cannot be overridden in a limited liability company agreement, or as otherwise provided in this Agreement, the Member in its capacity as a member shall take no part in the control, management, direction or operation of the affairs of the Company and shall have no power to bind the Company.

5.2 **Action by the Member.** Any action required or permitted to be taken by the Member shall be taken without a meeting and evidenced by a written consent describing the action taken, signed by the Member. Action taken under this Section 5.2 is effective when the Member has signed the consent, unless the consent specifies a different effective date.

5.3 **Liability of the Member.** The Member shall not be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member or any Manager, officer, agent, or employee of the Company.

**ARTICLE 6  
BOARD OF MANAGERS**

6.1 **Powers.** The business and affairs of the Company shall be managed by or under the direction of its Board of Managers; *provided, however,* that it is expected that the day-to-day activities of the Company will be managed by the officers of the Company in the same manner as if the Company were a Delaware corporation governed by the General Corporation Law of the State of Delaware. In addition to the powers and authority expressly conferred upon them by this Agreement, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not by law, the Certificate or this Agreement directed or required to be exercised or done by the Member. Each Manager shall be a “manager” of the Company within the meaning of the Act. Notwithstanding the foregoing, no Manager or Managers shall have any power or authority to act on behalf of the Company except as an agent to carry out actions authorized by the Board of Managers.

6.2 **Number and Qualification.** The number of Managers shall be fixed at no less than two (2) nor more than ten (10). The Managers shall be elected by the Member. Each Manager elected shall hold office until his successor shall be chosen by the Member and shall qualify, or until his death or his resignation or removal in the manner hereinafter provided. The Managers as of the date hereof are set forth in Schedule B.

6.3 **Resignation.** Any Manager may resign at any time upon notice given in writing or by electronic transmission to the remaining members of the Board of Managers and the President. Such resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the President. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 **Removal.** Any Manager or Managers, including all of the Managers, may be removed by the Member, with or without cause.

6.5 **Vacancies.** Any vacancy occurring in the Board of Managers (including a vacancy resulting from an increase in the authorized number of Managers) may be filled by the Member. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

6.6 **Meetings.**

(a) **Organizational Meeting.** The Board of Managers shall hold their first meeting to organize the Company, elect officers and transact any other business that may properly come before the meeting.

(b) **Annual Meeting.** An annual meeting of the Board of Managers may be held at such time and place as may be noticed for the meeting.

(c) **Regular Meetings.** Regular meetings of the Board of Managers may be held without notice at such times and places as shall be determined from time to time by the Board of Managers.

(d) **Special Meetings.** At the request of any Manager, a special meeting of the Board of Managers shall be called by the President or by the Secretary with at least two (2) days notice provided to each Manager, unless otherwise waived, and shall be held at such time and place as may be determined by the Board of Managers or as shall be stated in the notice of the meeting.

6.7 **Quorum, Voting and Adjournment.** A majority of the total number of Managers or members of any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. In the absence of a quorum, a majority of the Managers present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

6.8 **Committees.** The Board of Managers may, by resolution passed by a majority of the whole Board of Managers, designate one or more committees, including but not limited to an Executive Committee, an Audit Committee, a Governance Committee and a Compensation Committee, each such committee to consist of one or more Managers. The Board of Managers may designate one or more Managers as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. All committees of the Board of Managers shall keep minutes of their meetings and shall report their proceedings to the Board of Managers when requested or required by the Board of Managers. Any such committee, to the extent provided in the resolution of the Board of Managers establishing such committee, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company; but no such committee shall have the power or authority in reference to the following matters:

(a) Approving or adopting, or recommending to the Member, any action or matter expressly required by law to be submitted to Member for approval; or

(b) Recommending a dissolution of the Company or a revocation of a dissolution of the Company.

6.9 **Action Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board of Managers or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the Board of Managers or any committee thereof, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.

6.10 **Compensation.** The Board of Managers shall have the authority to fix the compensation of Managers for their services. A Manager may also serve the Company in other capacities and receive compensation therefor.

6.11 **Remote Meeting.** The Board of Managers and any committee thereof may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute present in person at such meeting.

6.12 **Elections.** Effective upon formation, the Company shall elect under Treasury Regulation § 301.7701-3 to be treated as a corporation for U.S. federal income tax purposes. The Board of Managers shall have the authority to make any subsequent U.S. federal income tax elections, including any future entity classification elections under Treasury Regulation § 301.7701-3.

**ARTICLE 7  
OFFICERS**

7.1 **Officers.** The officers of the Company shall include a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Managers and who shall hold office for a term of one (1) year and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Managers may elect a Chairman of the Board of Managers, a Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, including Executive Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers. The initial officers of the Company as of the date hereof are set forth in Schedule C. Any number of offices may be held by the same person.

7.2 **Other Officers and Agents.** The Board of Managers may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Managers.

7.3 **Chairman.** The Chairman of the Board of Managers, if elected, shall be a member of the Board of Managers and shall preside at all meetings of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers.

7.4 **Chief Executive Officer.** The Chief Executive Officer, if elected, shall exercise such duties as customarily pertain to the office of Chief Executive Officer of a corporation that has both a Chief Executive Officer and a President, and shall have general and active management of the Property, business and affairs of the Company, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers or this Agreement. In the absence, disability or refusal of the Chairman of the Board of Managers to act, or the vacancy of such office, the Chief Executive Officer shall preside at all meetings of the Board of Managers.

7.5 **President.** The President shall exercise such duties as customarily pertain to the office of President of a corporation that has both a Chief Executive Officer and a President, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers or this Agreement. In the absence, disability or refusal of the Chairman of the Board of Managers and the Chief Executive Officer to act, or the vacancy of both such offices, the President shall preside at all meetings of the Board of Managers.

7.6 **Chief Financial Officer.** The Chief Financial Officer, if elected, shall exercise such duties as customarily pertain to the office of Chief Financial Officer of a corporation, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.7 **Vice Presidents.** Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President, shall have such powers and perform such duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.8 **Treasurer.** The Treasurer shall exercise such duties as customarily pertain to the office of Treasurer of a corporation, subject to the supervision and control of the Board of Managers. He or she shall have the general care and custody of the funds and securities of the Company, and shall deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Managers. He or she shall receive, and give receipts for, moneys due and payable to the Company from any source whatsoever. He or she shall exercise general supervision over expenditures and disbursements made by officers, agents and employees of the Company and the preparation of such records and reports in connection therewith as may be necessary or desirable. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.9 **Secretary.** The Secretary shall be the Chief Administrative Officer of the Company and shall exercise such duties as customarily pertain to the office of Secretary or Chief Administrative Officer of a corporation, subject to the supervision and control of the Board of Managers, including but not limited to causing: (a) minutes of all meetings of the Board of Managers and any committees thereof to be recorded and kept; (b) all notices required by this Agreement or otherwise to be given properly; (c) the minute books, stock books, and other nonfinancial books, records and papers of the Company to be kept properly; and (d) all reports,

statements, returns, certificates and other documents to be prepared and filed when and as required. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.10 **Assistant Treasurers and Assistant Secretaries.** Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Board of Managers shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.11 **Company Funds and Checks.** The funds of the Company shall be kept in such depositories as shall from time to time be prescribed by the Board of Managers. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Managers.

7.12 **Contracts and Other Documents.** The Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other officer or officers as may from time to time be authorized by the Board of Managers or any other committee given specific authority by the Board of Managers during the intervals between the meetings of the Board of Managers, shall have power to sign and execute on behalf of the Company deeds, conveyances and contracts, and any and all other documents requiring execution by the Company.

7.13 **Compensation.** The compensation of the officers of the Company shall be fixed from time to time by the Board of Managers (subject to any employment agreements that may then be in effect between the Company and the relevant officer). None of such officers shall be prevented from receiving such compensation by reason of the fact that he or she is also a Manager. Nothing contained herein shall preclude any officer from serving the Company, or any of its Affiliates, in any other capacity and receiving such compensation by reason of the fact that he or she is also a Manager.

7.14 **Ownership of Equity in Another Corporation.** Unless otherwise directed by the Board of Managers, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board of Managers, shall have the power and authority, on behalf of the Company, to attend and to vote at any meeting of securityholders of any company in which the Company holds equity and may exercise, on behalf of the Company, any and all of the rights and powers incident to the ownership of such securities at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Company.

7.15 **Delegation of Duties.** In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Managers may delegate to another officer such powers or duties.

7.16 **Resignation and Removal.** Any officer of the Company may be removed from office for or without cause at any time by the Board of Managers. Any officer of the Company may resign at any time in the same manner prescribed under Section 6.3 of this Agreement.

7.17 **Vacancies.** The Board of Managers shall have power to fill vacancies occurring in any office.

## ARTICLE 8 INDEMNIFICATION

8.1 **Proceeding by the Company.** The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, member, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit, if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the Company. Indemnification under this Section 8.1 may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

8.2 **Other Proceedings.** The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding, if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

8.3 **Scope.** To the extent that any Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or

proceeding described in Section 8.1 or 8.2, or in defense of any claim, issue or matter therein, the Company shall indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense.

8.4 **Authorization**. Any indemnification under Section 8.1 or 8.2, unless ordered by a court or advanced pursuant to Section 8.5, may be made by the Company only as authorized in the specific case upon a determination by the Member, or, to the extent the Member is a party to the action, suit or proceeding, by independent legal counsel in a written opinion, that indemnification of such Manager, Member, officer, employee or agent is proper in the circumstances.

8.5 **Advancement of Expenses**. The expenses of any Member or Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of such Member or Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company other than any Manager or Member may be entitled under any contract or otherwise by law.

8.6 **Insurance**. The Company may purchase and maintain insurance or make other financial arrangements, at its expense, on behalf of any Person who is or was a member (including the Member), Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, officer, employee or agent of another Person, for any liability asserted against him or her and liability and expenses incurred in his or her capacity as a member, manager, officer, employee or agent, or arising out of his or her status as such, whether or not the Company has the power to indemnify such Person against such liability and expenses.

## ARTICLE 9 DISSOLUTION

9.1 **Dissolution**. Notwithstanding the resignation, expulsion, bankruptcy, dissolution or dissociation of the Member, or the occurrence of any other event that terminates the continued membership of the Member in the Company, the term of the Company shall continue from the date of its formation in perpetuity, unless earlier dissolved on the earliest to occur of:

- (a) An election by the Member to dissolve the Company;
- (b) The entry of a decree of judicial dissolution under the Act; or
- (c) Any other event which, under the Act, automatically causes dissolution of the Company, notwithstanding provisions of this Section 9.1.

9.2 **Winding Up**. On the dissolution of the Company, the Company's affairs shall be wound up by the Board of Managers as soon as reasonably practicable.

9.3 **Distribution of Assets.** On the winding up of the Company, its assets shall be applied in the manner, and in the order of priority, provided for in the Act.

9.4 **Certificate of Cancellation.** Upon the completion of the distribution of Company assets as provided in this Article 9, the Company shall be terminated and the Board of Managers shall file a certificate of cancellation and shall take such other actions as may be necessary to terminate the Company.

## ARTICLE 10 GENERAL PROVISIONS

10.1 **Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties concerning the Company and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

10.2 **Amendment.** This Agreement may only be amended by the Member. No rights hereunder may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

### 10.3 **Notices.**

(a) All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) hand delivered, (ii) sent by registered or certified mail, postage prepaid, effective on the date set forth on the receipt of registered or certified mail or on the fifth day after mailing, whichever is earlier, (iii) sent by facsimile transmission directed to a number at which the Person has consented to receive notice, (iv) sent by electronic mail directed to an electronic mail address at which the Person has consented to receive notice, or (v) sent by any other form of electronic transmission consented to by the Person.

(b) In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10.4 **Fiscal Year.** The fiscal year of the Company shall end on September 30 of each year, or such other twelve (12) consecutive month period as the Board of Managers may designate.

10.5 **Loans.** The Company may lend money to, or guarantee any obligation of, or otherwise assist any Manager, officer or other employee of the Company or its subsidiaries, whenever, in the judgment of the Board of Managers, such loan, guaranty or other assistance may reasonably be expected to benefit the Company. Such loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Managers shall approve, including, without limitation, a pledge of the Member's interest in the Company. Nothing in this Section 10.5 shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Company at common law or under the Act.

10.6 **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

10.7 **Pronouns.** References to any Person, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, trusts, partnerships, limited liability companies or corporations where applicable.

10.8 **Counterparts.** This instrument may be executed in any number of counterparts each of which shall be considered an original.

*[Remainder of this page left intentionally blank]*

Step 2.05

IN WITNESS WHEREOF the Member has executed this Agreement as of the date first above written.

**BERKSHIRE HATHAWAY LIFE INSURANCE  
COMPANY OF NEBRASKA**

By:   
\_\_\_\_\_  
Donald F. Wurster, President

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

**SCHEDULE A**

**SCHEDULE OF MEMBERS**

Member	Units Owned	Percentage Interests
Berkshire Hathaway Life Insurance Company of Nebraska	100	100%

**SCHEDULE B**

**BOARD OF MANAGERS**

Marc D. Hamburg

Daniel J. Jaksich

Sharon L. Heck

**SCHEDULE C**

**OFFICERS**

Jeffrey C. Rachor – President

Delwyn T. James – Secretary

Hugh C. Buster – Treasurer

## CHAIRMAN

### Script for BOA Public Hearings on July 17, 2019

**Read Item F on the Agenda and confirm that all meeting posting requirements have been met - then say:**

I now call to order this public hearing. Everyone desiring to speak shall give his name and address and will be given 5 minutes to present information during the meeting.

The purpose of today's hearing is to receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

*Step 1: Call the applicant to present his case and all evidence supporting his plea*

*Step 2: Call the zoning official to present any information that he deems necessary or appropriate relative to the application*

*Step 3: Call on those opposed to the granting of the application to present their evidence and arguments*

*Step 4: Call the applicant for the right of rebuttal*

*Step 5: Order the hearing closed*

**(After everyone has spoken . . . or if no one desires to speak, finish the meeting with the following)**

There being no one (else) desiring to speak, I now close this public hearing concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019 **AGENDA ITEM:** F1

**AGENDA SUBJECT:** Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**Department/Prepared By:** Christian Somers, Building Official

**EXHIBITS:** Application and Other Documents Included in PH Item

**BACKGROUND INFORMATION:**

Joe Myers Kia filed a request for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

The Board has previously conducted the Public Hearing in connection with this request. This item is to act upon the request.

The Board, in making its decision on this request for appeal, may reverse, affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and may make the correct order, requirement, decision or determination, and for that purpose has the same authority as the administrative official.

**RECOMMENDED ACTION:**

Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019

**AGENDA ITEMS:** G

**AGENDA SUBJECT:** Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**Department/Prepared By:** Danielle Amason, Assistant City Secretary

**EXHIBITS:** [EX A](#) – Application Requesting Variance  
[EX B](#) – Section 14-252  
[EX C](#) – Order 2014-04  
[EX D](#) – City's Certification of Public Hearing Posting Requirements  
[EX E](#) – Applicant's Certification of Public Hearing Posting Requirements  
[EX F](#) – Appointment of Agent and Operating Agreement  
[PH Script](#)

**BACKGROUND INFORMATION:**

Joe Myers Kia filed a request for variances to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

Before the Board can consider the applications for variance, it must conduct a public hearing in order to receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request.

This item is to conduct the public hearing.

NOTE: On May 1, 2014, this Board of Adjustment granted Joe Myers Dealership L.P. a variance to the Jersey Village Code of Ordinances at Chapter 14, Section 14-252(2)(b)(2)(b) permitting the applicant to relocate the existing pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior lot line for a time period not to exceed five years ending May 1, 2019, under Order No. 2014-04.

The June 25, 2019 application is a request to extend the temporary variance granted under Order No. 2014-04.

**RECOMMENDED ACTION:**

Conduct a public hearing on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

# CITY OF JERSEY VILLAGE

16501 Jersey Drive  
Jersey Village, TX 77040-1999  
Inspection Request 713-466-2138

# CITY COPY

\*\*EACH INDIVIDUAL TRADE MUST CALL THEIR OWN INSPECTION\*\*

## VARIANCE

PERMIT #: 0000007613		DATE ISSUED: 6/25/2019	
JOB ADDRESS: 16484 NORTHWEST FREEWAY	LOT #:	RESERVE C	
PARCEL ID: PARC2000-45	BLK #:		
SUBDIVISION: JERSEY MEADOWS	ZONING:		
ISSUED TO: JOE MYERS KIA	CONTRACTOR: JOE MYERS KIA		
ADDRESS: 16484 NORTHWEST FREEWAY	ADDRESS: 16484 NORTHWEST FREEWAY		
CITY, STATE ZIP: JERSEY VILLAGE TX 77040	CITY, STATE ZIP: JERSEY VILLAGE TX 77040		
PHONE:	PHONE:		
STRUCTURE USE:	VALUATION: \$ 0.00		
FLOOR AREAS:	IMPERVIOUS SURFACES:		
LIVING SPACE:	HOUSE:		
BASEMENT/STORAGE:	GARAGE:		
GARAGE:	DRIVEWAYS:		
DECKS:	PORCH/WALK:		
PORCHES:	OTHER:		
OTHER:	TOTAL:		
TOTAL AREA: 0.00	SITE AREA:	PERCENTAGE OF SITE:	
STRUCTURE AREA:			

FEE CODE	DESCRIPTION	AMOUNT
Z-999	OTHER FEE	\$ 300.00
<b>TOTAL RECEIPTS</b>		\$ 300.00
<b>BALANCE</b>		\$ 0.00
		\$ 300.00

**CONDITIONS:**

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

  
\_\_\_\_\_  
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
(APPROVED BY)

CITY OF JERSEY VILLAGE

10/25/19  
\_\_\_\_\_  
DATE

REC#: 00641277    6/25/2019    3:23 PM  
OPER: PB    TERM: 001  
REF#: 168034

TRAN: 153.0000    BUILDING PERMITS  
0000007613    300.00CR  
JOE MYERS KIA  
16484 NORTHWEST FREEWAY  
Z-MISC    300.00CR

TENDERED: 300.00 CHECK  
APPLIED: 300.00-

CHANGE: 0.00

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

#7613

CITY OF JERSEY VILLAGE  
Application for Request for Variance

**\$300.00 non-refundable fee due upon submission of the request**

PROPERTY INFORMATION

Address: 16484 NW Freeway  
Legal Description: Lot 6 Block:      Subdivision: Unrestricted Reserve C, Jersey Meadows

APPLICANT INFORMATION

(If different than owner, application must be accompanied by an Appointment of Agent Affidavit)

Applicant: Joe Myers Kia Phone: 713-937-7800  
Address: 16484 NW Freeway  
City: Houston State: Texas Zip: 77040

OWNER INFORMATION

<u>BHA Real Estate, LLC</u>	<u>972-536-2900</u>
Property Owner	Telephone Number
<u>8333 Royal Ridge Pkwy; Suite 100 Irving</u>	<u>TX 75063</u>
Street Address City	State Zip Code

Describe variance sought: Allow the location of the existing ground pole sign to be located less than 25-Ft from a side / interior lot line, AS PER SEC. 14-252. (2) 2(b)

Describe existing standard: Reinstate variance previously approved by the City of Jersey Village in May, 2014. WOULD LIKE TO EXTEND FOR A PERIOD OF 2 ADDITIONAL YEARS (TO MAY 1, 2021)

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

In accordance with Section 14-9 of the City of Jersey Village Code of Ordinances, to obtain a variance the application must meet the following criteria:

(1) What special conditions and circumstances exist which are peculiar to the land, structure, or building involved which are not applicable to other lands, structures or buildings in the same district?

Narrowness of lot created by TXDOT taking of ROW causes impact; dealership is trying to reinstate previously approved variance.

Narrowness of lot created by TXDOT taking of ROW causes impact; dealership is trying to reinstate previously approved variance.

Narrowness of lot created by TXDOT taking of ROW causes impact; dealership is trying to reinstate previously approved variance.

(2) Why does the literal interpretation of the provisions of this Code result in unnecessary hardship? Unnecessary hardship is due to exceptional narrowness, shallowness, shape, topography or other extraordinary or exceptional physical situation or physical condition unique to the specific piece of property in question. "Unnecessary hardship" shall mean physical hardship relating to the property itself as distinguished from a hardship relating to convenience, financial considerations or caprice, and the hardship must not result from the applicant or owner's own action.

Reinstating previously approved variance approved by City of Jersey Village in May, 2014.

Reinstating previously approved variance approved by City of Jersey Village in May, 2014.

(3) Are the special conditions and circumstances the result of the actions of the applicant? (i.e. can the size of the structure be changed to meet the requirements of the Code.)

~~NO~~ YES, BUT Joe Myers Kia anticipates that  
~~NO~~ Kia (Corporate) provides revamped signage  
~~NO~~ standards between one and one-and-a-half  
years from now; thus, Joe Myers is seeking brief relief.

(4) Does granting the variances as requested confer on the applicant any special privilege that is denied by the Code to other lands, structures, or buildings in the same district?

NO

NO

  
Signature of Applicant

8/24/19  
Date

REQUESTS MUST BE SUBMITTED NO LATER THEN 4:30 P.M. SIXTEEN (16) DAYS PRIOR TO THE OFFICIAL MEETING DATE.

<b>OFFICE USE ONLY</b>	
Received by: _____	Date: _____
Fee paid (amount): \$ _____	

Sec. 14-252. - Signs in commercial and industrial zoning districts.

The following signs are permitted in commercial and industrial zoning districts when maintained in good condition:

(1) *Temporary signs.*

- a. *For sale, rental or lease signs for commercial lots or structures.* One nonilluminated temporary on-premises ground sign not exceeding 64 square feet shall be allowed for each commercial unit or vacant lot in a platted commercial development in order to give information concerning leasing, renting or selling of such while the unit or lot is actually available for lease, rent or sale. The sign may be located anywhere on the premises; provided, however, that such sign shall not project beyond the property line and shall not have a height greater than eight feet above the natural ground level. No permit shall be required for the erection of such signs.
- b. *Under construction or to be constructed signs.* Temporary ground signs, not to exceed eight feet in height and 32 square feet in size, are allowed for commercial or industrial developments which are under construction in addition to permanent signs as provided by this section in order to give information concerning leasing, renting, selling, financing and/or contracting. The temporary "under construction" sign shall be removed 12 months from the date of its erection or when the construction of the development is completed, whichever first occurs. The sign shall be placed a minimum of ten feet behind the street right-of-way and not in the clear view triangle. See Figure 14-5. No permit shall be required for the erection of such signs.
- c. *Banner signs.*
  1. *Grand opening signs.* One wall sign, in the form of a banner no greater than 32 square feet in area, advertising a grand opening celebration is allowed for a period not to exceed 30 days. Such 30-day period shall begin on the date of erection of the sign, and the sign shall be removed prior to the expiration of the thirtieth day. A

grand opening sign shall comply with the location and height standards for wall signs contained in subsection (2)b.1 of this section. No permit shall be required for the erection of such signs.

2. *Special event signs.* One wall sign, in the form of a banner not to exceed 32 square feet in area, advertising special events such as activities, sales or special consignments may be displayed for a period not to exceed one calendar month (i.e. from the date first displayed through the date minus one day of the next month) and shall be removed not later than one day after such activity or sale is completed. Each commercial or industrial establishment shall be limited to not more than four special even signs per calendar year. Such signs shall not be painted directly on the window glass and shall not utilize fluorescent paint or any type of reflectors. Each such sign must be permitted at least three business days prior to the erection or placement of the sign.
  - (a) *Location and height.* The location and height of such signs will be in accordance with the standards for wall signs contained in subsection (2)b.1 of this section; provided, however, that where such required wall is not available, the special event sign may be suspended by means of ropes or cables between two vertical poles, stakes or freestanding supports. The location of banners shall not obstruct pedestrian traffic or be within the clear view triangle. See Figure 14-5.
  - (b) *Pennants and ribbon streamers.* In the case of a special event consisting of more than one activity occurring at the same time, pennant and ribbon streamers may be used to outline the area of each activity, to separate each activity from the other, to provide a designated path for those attending the event or move from one activity to another without confusion, and to designate a proper parking area for those attending the event. Pennant and ribbon streamers shall not be erected more than four feet above ground level.

3.

*Changing display signs.* One wall sign, in the form of a banner, with a maximum surface area of 200 square feet or two wall signs, in the form of a banner, with a maximum total surface area of 200 square feet advertising special sales opportunities may be displayed on buildings located on lots fronting U.S. Highway 290. No banner shall exceed 50 percent of the area of the wall on which the sign is displayed nor be mounted within 12 inches of any corner, change of elevation, change of building facade material, glass, or other signage. A banner shall not extend above the roofline or over a glass area, or wrap around a corner of a building. A banner shall be attached with not less than four attachment points, one for each corner, and shall have an attachment point a minimum of every 48 inches on all sides. All banners shall be mounted parallel and level with the ground. All banners shall be professionally constructed. For the purpose of this section, the area of the wall is defined as the wall surface on which the banner is mounted, bounded by any change of surface such as corners, changes of elevation of the structure, changes of building facade material, glass or other signage. An annual permit is required. The city shall be notified in writing, on a form provided by the city, of any change in the permitted signage.

(2) *Permanent signs.*

- a. *Commercial and industrial subdivisions.* A commercial or industrial subdivision containing not less than 40 acres of land may have one permanent identification monument type ground sign not to exceed eight feet in height and not to exceed 32 square feet in surface area at each major street entrance to the subdivision.
- b. *Single-occupant detached commercial and industrial buildings.* Single-occupant detached commercial and industrial buildings may have the following signs:
  1. *Wall signs.*
    - (a) *Size and number.* Wall signs are permitted for each single-occupant detached building with an aggregate allowable sign area of one square foot for each linear foot of street frontage.

Only the street frontage that contains the main entrance shall be used for sign size calculations. No more than 50 percent of any wall may be covered with wall sign(s).

- (b) *Location and height.* A wall sign may not project above the wall line of a building except for buildings with parapet walls, in which case the sign shall be flush with the wall and shall not project above the parapet. Signs placed on mansard roofs must be perpendicular to the ground with all permanent structural supports covered from view. Wall signs may be placed on the front or sides but not on the rear of buildings.

2. *Ground signs.*

- (a) *Size and number.* A single-occupant detached commercial or industrial building, may have one ground sign. A pole or monument type ground sign not more than 50 square feet in area is permitted for each lot or tract of land with a street frontage of 100 linear feet or more on which a single-occupant detached building is located;
- (b) *Location and height.* A ground sign shall not exceed eight feet in height and shall be set back not less than ten feet from the street right-of-way and not less than 25 feet from interior or rear property lines. A ground sign shall not be located within 100 feet of another ground sign, measured from the closest points of the signs; provided however the 100-foot separation does not apply to additional signs permitted elsewhere in this article for signs on the same property.
- (c) *[Commercial property.]* Any lot on which a commercial building may be legally constructed shall be allowed to have a ground, monument type, sign not to exceed 25 square feet in sign face area and not to exceed four feet in height. The sign shall be located as close to the center of the lot's street frontage as possible and at least ten feet from the street right-of-way in front of the structure. This will not effect

[affect] the location of any other ground sign allowed by this article with regards to the 100-foot separation requirement in subsection (b) above.

3. *Canopy signs.*
  - (a) *Size and number.* The allowable sign face area for canopy signs shall not exceed 50 percent of the canopy surface. This sign face area shall be included in the total signage allowed for wall signs, see subsection (2)b.1. of this section.
  - (b) *Location and height.* Canopy signs must be an integral part of the canopy, i.e. painted or sewn and must not extend above the wall line.
- c. *Signs permitted in integrated business developments.* It shall be the responsibility of the integrated business development owner/leasing manager to advise the tenants of, and monitor compliance with, the sign ordinance. No signs shall be allowed in integrated business developments except as follows:
  1. *Wall signs.*
    - (a) *Size and number.* Each business establishment in an integrated business development may have a wall sign not to exceed 50 percent of the wall fascia area designated for that establishment. Individual letters shall not exceed 24 inches in height. See Figure 14-20.
    - (b) *Location and height.* A wall sign may not project above the wall line of a building except for buildings with parapet walls, in which case the sign shall be flush with the wall and shall not project above the parapet. Signs placed on mansard roofs must be perpendicular to the ground with all structural supports covered from view. Wall signs identifying businesses in an integrated business development may be placed on any wall of the building in which the business is located except the rear wall.
  2. *Ground signs.*
    - (a)

*Size and number.* The aggregate sign area for all ground signs in an integrated business development shall not exceed 400 square feet and shall not exceed one square foot of sign area for each 300 square feet of gross leasable area or square footage of the buildings; provided, however, that each sign must meet spacing, size and height requirements contained in this subsection. Each integrated business development shall be allowed one 32 square foot ground sign on each street frontage.

(b) *Location and height.* A ground sign shall not exceed eight feet in height and shall be set back not less than ten feet from street rights-of-way and not less than 50 feet from interior or rear property lines. A ground sign shall not be located within 100 feet of another ground sign, measured from the closest points of the two signs. If consistent with the above location and setback requirements, a ground sign allowed for a tract may be placed on any street frontage.

3. *Canopy signs.*

(a) *Size and number.* The allowable sign face area for canopies shall not exceed 50 percent of the canopy surface. This sign face area shall be included in the total signage allowed for wall signs, see subsection (2)b.1.(a) of this section.

(b) *Location and height.* Canopy signs must be an integral part of the canopy, i.e. painted or sewn and shall not extend above the wall line.

(Ord. No. 00-16, § 2, 5-15-00; Ord. No. 03-24, § 3, 6-16-03; Ord. No. 04-04, § 1, 2-16-04)



**CITY OF JERSEY VILLAGE  
BOARD OF ADJUSTMENT  
ORDER NO. 2014-04**

**WHEREAS**, Beth Miles, representing Joe Myers Dealership L.P., application for variance to the Jersey Village Code of Ordinances, Chapter 14, Article X, Section 14-252(2)b2(b), permitting the applicant to install a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior lot line for Joe Myers Kia located at located at 16484 Northwest Freeway, Jersey Village, TX 77040.

**WHEREAS**, the Board conducted a Public Hearing and received information from the Public and from the Applicant on May 1, 2014; and

**WHEREAS**, after closing the hearing, the Board in making its decision must consider:

- if the request for variance is contrary to the public's interest;
- if, due to special conditions, enforcement of Chapter 14, Section 14-252(2)b2(b), would result in an unnecessary hardship for Beth Miles and Joe Myers Dealership L.P; and
- that in granting the variance, the spirit of this chapter would be upheld and observed; and

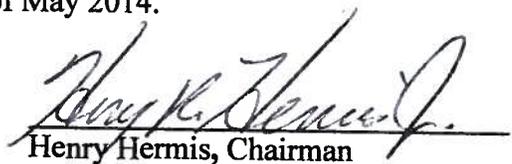
**WHEREAS**, the Board's decision must receive a concurring vote of four members to:

- Reverse an order, requirement, decision or determination of an administrative official;
- Decide in favor of an applicant on a matter which the board is required to pass under Chapter 14 of the Code of Ordinances; or
- Authorize a variance from the terms of Chapter 14 of the Code of Ordinances;

**NOW THEREFORE, BE IT ORDERED BY THE BOARD OF ADJUSTMENT OF THE CITY OF JERSEY VILLAGE THAT:**

**SECTION 1.** In consideration of the information before the Board, with a concurring vote of at least four (4) members, the Board voted to [  ] GRANT [  ] DENY Beth Miles, representing Joe Myers Dealership L.P. variance to the Jersey Village Code of Ordinances at Chapter 14, Section 14-252(2)b2(b), permitting the applicant to relocate the existing pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior lot line for a time period not to exceed five years ending May 1, 2019.

**PASSED, APPROVED, AND ORDERED** this 1<sup>st</sup> day of May 2014.

  
Henry Hermis, Chairman

**ATTEST:**

  
Courtney Rutherford, Assistant City Secretary

*filed May 2, 2014 @ 5:45pm  
Courtney Rutherford  
Assistant City Secretary*



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**CITY OF JERSEY VILLAGE  
 CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS  
 BOARD OF ADJUSTMENT - PUBLIC HEARING – JULY 17, 2019 at 12:00 P.M.**

Reason for Public Hearing:

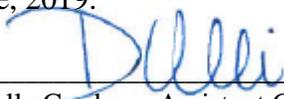
To receive written and oral comments from any interested person(s) concerning Joe Myers Kia’s request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

owner_name	mailing address	city	state	zip code
Benny Moore	16241 Singapore Ln	Jersey Village	TX	77040-2041
Steve & Erika Smith	15325 Leeds Ln	Jersey Village	TX	77040-1338
R. Stavinoha & D. Faught	16249 Singapore Ln	Jersey Village	TX	77040-2041
Raymond & Betty Parker	16305 Congo Ln	Jersey Village	TX	77040-2072
Michael & Marilyn Melnar	16309 Congo Ln	Jersey Village	TX	77040-2072
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
BHA Real Estate Holdings LLC	8333 Royal Ridge Pkwy, Ste 100	Irving	TX	75063-2869
Vicky Duck	16246 Seattle St	Jersey Village	TX	77040-1930

I, Danielle Cordova, the duly appointed and acting Assistant City Secretary of the City of Jersey Village, Harris County, Texas, do hereby certify and attest that as part of my duties, I post official notices for the City of Jersey Village.

As such, on June 27, 2019, and in accordance with the Jersey Village Code of Ordinances Part II, Ch. 14, Art. X, Section 14-10 (b)(2)(a) written notices were mailed to adjacent property owners at least eleven (11) days prior to date of the Public Hearing. The property owners were mailed a written notice to the address listed in the following table:

Witness my hand and seal of the City this 27<sup>th</sup> day of June, 2019.

  
 \_\_\_\_\_  
 Danielle Cordova, Assistant City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**CITY OF JERSEY VILLAGE  
APPLICANT CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS  
BOARD OF ADJUSTMENT – July 17, 2019 - 12:00 P.M.**

Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(c) to allow the applicant's existing ground sign to temporarily exceed the allowed 200 square feet of sign face area for a period not to exceed two (2) years ending May 1, 2021 for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

I, Ralph Samuel, applicant and/or property owner, do hereby certify that:

On 7-3-, 2019, at least ten days prior to the date of the hearing, I placed on the property at **16484 NW Freeway, Jersey Village, Texas** which is the subject of this hearing, signs indicating the type of relief sought or the proposed change in status of the property as well as the date, time and place of the hearing. The signs were placed at not more than 300-foot intervals across the property line fronting on the existing streets and were clearly visible from the streets. Each sign was located no more than ten feet from the property line and was no smaller than 18 inches by 24 inches,

All in accordance with Section 14-10(b)(2)(b) of the Jersey Village Code of Ordinances.

Signed this the 3 day of July, 2019.

Ralph Samuel

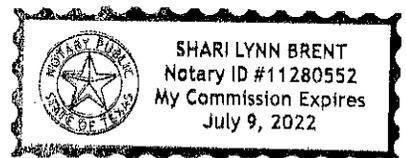
Joe Myers Kia - Hearing Applicant

THE STATE OF TEXAS    §  
COUNTY OF HARRIS    §

BEFORE ME, the undersigned authority, this day personally appeared Ralph Samuel, a person known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 3 day of July, 2019.

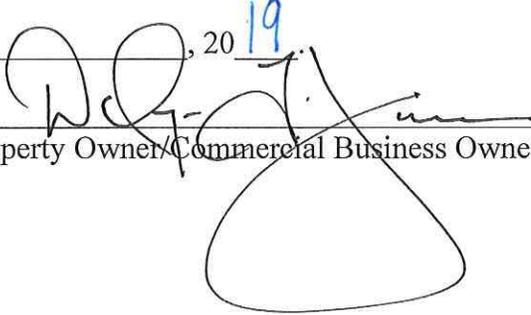
[Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

**APPOINTMENT OF AGENT**

I, Delwyn James, owner of the property and commercial business which is the subject of a request for an appeal/variance to be considered by the Board of Adjustment, do hereby appoint Robert Sanders as Agent and Representative. I understand that in making this appointment, I grant him/her the authority to file the application and to speak on behalf of BHA Real Estate Holdings for purposes of proceedings before the City of Jersey Village Board of Adjustment in connection with the appeal/variance being sought.

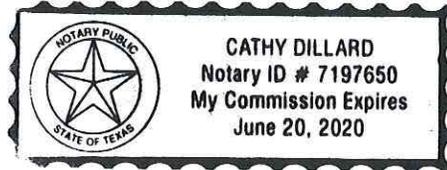
Signed this 28<sup>th</sup> day of June, 2019.  
  
\_\_\_\_\_  
Property Owner/Commercial Business Owner

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, this day personally appeared Delwyn James, owner of the property and commercial business which is the subject of an application for an appeal/variance being considered by the Board of Adjustment, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and seal of office this 28<sup>th</sup> day of June, 2019.

Cathy Dillard  
\_\_\_\_\_  
Notary Public in and for the State of Texas



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019

## LIMITED LIABILITY COMPANY AGREEMENT

### OF

#### BHA REAL ESTATE HOLDINGS, LLC (a Delaware limited liability company)

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “Agreement”), effective as of the 18th day of December, 2015, at 11:59 p.m., eastern time (the “Effective Date”), is made by Berkshire Hathaway Life Insurance Company of Nebraska, a Nebraska corporation, as the sole member on the date hereof (the “Member”), and such other Persons as may hereafter become a member of the Company (as defined herein) in accordance with the terms hereof. In consideration of the mutual promises contained herein, the Member hereby agrees as follows:

### ARTICLE 1 THE LIMITED LIABILITY COMPANY

1.1 **Limited Liability Company Agreement.** The Member hereby adopts this agreement as the limited liability company agreement of the Company, subject to the provisions of the Delaware Limited Liability Company Act, Delaware Code 1953 as amended Title 6, § 18-101 *et seq.*, as amended from time to time (the “Act”).

1.2 **Name.** The name of the limited liability company shall be BHA Real Estate Holdings, LLC (the “Company”).

1.3 **Certificate of Formation.** A Certificate of Formation that complies with the requirements of the Act (the “Certificate”) has been properly filed with the Delaware Secretary of State on the Effective Date. In the future, the officers of the Company shall execute such further documents and take such further action as shall be appropriate or necessary to comply with applicable law for the formation and operation of a limited liability company in all states and counties where the Company elects to carry on its business.

1.4 **Business.** The business of the Company shall be to engage in such lawful activities as the Member may deem desirable, and do any and all other things necessary, desirable or incidental thereto.

1.5 **Registered Agent and Registered Office.** The registered agent and registered office of the Company shall be as set forth in the Certificate. The officers of the Company, with the approval of the Board of Managers, may change the registered agent and registered office of the Company in accordance with the Act as the Board of Managers may from time to time determine to be appropriate.

1.6 **Principal Office.** The principal office of the Company shall be located at [8333 Royal Ridge Parkway Suite 130, Irving, Texas, 75063], or at any other place in the United States of America which the Member may determine in its sole discretion.

## ARTICLE 2 DEFINITIONS

2.1 **Defined Terms.** The following terms have the definitions hereinafter indicated whenever used in this Agreement with initial capital letters:

(a) “Affiliate” means, with respect to a specified Person, any other Person controlling, controlled by or under common control with the specified Person.

(b) “Board of Managers” means the board consisting of the Managers as provided herein.

(c) “Capital Contribution” means the total amount of money or fair market value of other Property (net of liabilities that are secured by such property, or to which such Property is subject, within the meaning of Code § 752) contributed by the Member to the Company pursuant to the terms of this Agreement. The term “Capital Contribution” shall not include advances or loans to the Company, whether from the Member or otherwise.

(d) “Code” means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

(e) “Manager” means a Person selected to serve on the Board of Managers in accordance with Article 6 of this Agreement who shall have the powers and duties to manage and to direct the management of the business and affairs of the Company and exercise or cause the exercise of its powers to the extent set forth in this Agreement, the Certificate and the Act.

(f) “Person” means any natural person, partnership, limited liability company, corporation, joint venture, trust, estate, association, foundation, fund, governmental unit or other entity.

(g) “Property” means any property, including, without limitation, any real or personal, tangible or intangible property, including but not limited to any legal or equitable interest in such property, ownership interests in entities owning real or personal property, and money.

## ARTICLE 3 MEMBERS; CAPITAL CONTRIBUTIONS

3.1 **Membership Interest.** A Member’s limited liability company interest shall be qualified and expressed in terms of units (“Units”). The number of outstanding and issued Units held by each Member is set forth in Schedule A. Such Units (subject to transfers, issuances and adjustments in accordance with this Agreement) will apply in all circumstances where relevant to determining the extent of the Member’s interest in the Company, including its right to vote on,

consent to or otherwise participate in any decision or action to be taken by the Members under this Agreement.

3.2 **Percentage Interests.** Each Member's percentage interest in the Company ("Percentage Interest") shall equal a fraction, the numerator of which is the number of Units held by such Member and the denominator of which is the total number of Units issued and outstanding, all as adjusted in connection with transfers, issuances and adjustments in accordance with this Agreement. Such Percentage Interests (subject to transfers, issuances and adjustments in accordance with this Agreement) will apply in all circumstances where relevant to determining the extent of the member's interest in the Company, including its right to vote on, consent to or otherwise participate in any decision or action to be taken by the Members under this Agreement.

3.3 **Capital Contributions.** The Member is not obligated to make additional Capital Contributions to the Company, except as set forth in the Act.

3.4 **Interest Uncertificated.** No certificates shall be issued evidencing the Member's interest in the Company.

3.5 **Interest on Capital.** Any interest earned on Company funds shall inure to the benefit of the Company, and the Member shall not receive interest on its Capital Contribution.

#### ARTICLE 4 DISTRIBUTIONS; ALLOCATIONS

4.1 **Distributions During Term of Company.** Prior to dissolution of the Company, the Board of Managers may in its sole discretion, but shall not be obligated to, distribute such Property of the Company, whether in cash or in kind, as the Board of Managers may from time to time deem advisable, after the Board of Managers has established such reserves as the Board of Managers considers appropriate. All distributions shall be made to the Member.

4.2 **Distributions Upon Liquidation.** On the winding up of the Company pursuant to Section 9.2, all assets of the Company shall be distributed in accordance with Section 9.3.

4.3 **Limitation on Distributions.** Notwithstanding anything in this Agreement to the contrary, no distribution shall be made if it would not be permitted by the Act.

4.4 **Allocations.** All profit and loss of the Company, and items thereof, shall be allocated to the Member.

#### ARTICLE 5 MEMBERS

5.1 **Participation in Management.** Except as may be required under the Act pursuant to a provision that cannot be overridden in a limited liability company agreement, or as otherwise provided in this Agreement, the Member in its capacity as a member shall take no part in the control, management, direction or operation of the affairs of the Company and shall have no power to bind the Company.

5.2 **Action by the Member.** Any action required or permitted to be taken by the Member shall be taken without a meeting and evidenced by a written consent describing the action taken, signed by the Member. Action taken under this Section 5.2 is effective when the Member has signed the consent, unless the consent specifies a different effective date.

5.3 **Liability of the Member.** The Member shall not be liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member or any Manager, officer, agent, or employee of the Company.

**ARTICLE 6  
BOARD OF MANAGERS**

6.1 **Powers.** The business and affairs of the Company shall be managed by or under the direction of its Board of Managers; *provided, however,* that it is expected that the day-to-day activities of the Company will be managed by the officers of the Company in the same manner as if the Company were a Delaware corporation governed by the General Corporation Law of the State of Delaware. In addition to the powers and authority expressly conferred upon them by this Agreement, the Managers may exercise all such powers of the Company and do all such lawful acts and things as are not by law, the Certificate or this Agreement directed or required to be exercised or done by the Member. Each Manager shall be a “manager” of the Company within the meaning of the Act. Notwithstanding the foregoing, no Manager or Managers shall have any power or authority to act on behalf of the Company except as an agent to carry out actions authorized by the Board of Managers.

6.2 **Number and Qualification.** The number of Managers shall be fixed at no less than two (2) nor more than ten (10). The Managers shall be elected by the Member. Each Manager elected shall hold office until his successor shall be chosen by the Member and shall qualify, or until his death or his resignation or removal in the manner hereinafter provided. The Managers as of the date hereof are set forth in Schedule B.

6.3 **Resignation.** Any Manager may resign at any time upon notice given in writing or by electronic transmission to the remaining members of the Board of Managers and the President. Such resignation shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the President. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.4 **Removal.** Any Manager or Managers, including all of the Managers, may be removed by the Member, with or without cause.

6.5 **Vacancies.** Any vacancy occurring in the Board of Managers (including a vacancy resulting from an increase in the authorized number of Managers) may be filled by the Member. A Manager elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

6.6 **Meetings.**

(a) **Organizational Meeting.** The Board of Managers shall hold their first meeting to organize the Company, elect officers and transact any other business that may properly come before the meeting.

(b) **Annual Meeting.** An annual meeting of the Board of Managers may be held at such time and place as may be noticed for the meeting.

(c) **Regular Meetings.** Regular meetings of the Board of Managers may be held without notice at such times and places as shall be determined from time to time by the Board of Managers.

(d) **Special Meetings.** At the request of any Manager, a special meeting of the Board of Managers shall be called by the President or by the Secretary with at least two (2) days notice provided to each Manager, unless otherwise waived, and shall be held at such time and place as may be determined by the Board of Managers or as shall be stated in the notice of the meeting.

6.7 **Quorum, Voting and Adjournment.** A majority of the total number of Managers or members of any committee thereof shall constitute a quorum for the transaction of business. The vote of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Board of Managers. In the absence of a quorum, a majority of the Managers present thereat may adjourn such meeting to another time and place. Notice of such adjourned meeting need not be given if the time and place of such adjourned meeting are announced at the meeting so adjourned.

6.8 **Committees.** The Board of Managers may, by resolution passed by a majority of the whole Board of Managers, designate one or more committees, including but not limited to an Executive Committee, an Audit Committee, a Governance Committee and a Compensation Committee, each such committee to consist of one or more Managers. The Board of Managers may designate one or more Managers as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member. All committees of the Board of Managers shall keep minutes of their meetings and shall report their proceedings to the Board of Managers when requested or required by the Board of Managers. Any such committee, to the extent provided in the resolution of the Board of Managers establishing such committee, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company; but no such committee shall have the power or authority in reference to the following matters:

(a) Approving or adopting, or recommending to the Member, any action or matter expressly required by law to be submitted to Member for approval; or

(b) Recommending a dissolution of the Company or a revocation of a dissolution of the Company.

6.9 **Action Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board of Managers or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all members of the Board of Managers or any committee thereof, as the case may be, and such consent shall have the same force and effect as a unanimous vote at a meeting.

6.10 **Compensation.** The Board of Managers shall have the authority to fix the compensation of Managers for their services. A Manager may also serve the Company in other capacities and receive compensation therefor.

6.11 **Remote Meeting.** The Board of Managers and any committee thereof may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute present in person at such meeting.

6.12 **Elections.** Effective upon formation, the Company shall elect under Treasury Regulation § 301.7701-3 to be treated as a corporation for U.S. federal income tax purposes. The Board of Managers shall have the authority to make any subsequent U.S. federal income tax elections, including any future entity classification elections under Treasury Regulation § 301.7701-3.

**ARTICLE 7  
OFFICERS**

7.1 **Officers.** The officers of the Company shall include a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Managers and who shall hold office for a term of one (1) year and until their successors are elected and qualify or until their earlier resignation or removal. In addition, the Board of Managers may elect a Chairman of the Board of Managers, a Chief Executive Officer, a Chief Financial Officer, one or more Vice Presidents, including Executive Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers. The initial officers of the Company as of the date hereof are set forth in Schedule C. Any number of offices may be held by the same person.

7.2 **Other Officers and Agents.** The Board of Managers may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board of Managers.

7.3 **Chairman.** The Chairman of the Board of Managers, if elected, shall be a member of the Board of Managers and shall preside at all meetings of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers.

7.4 **Chief Executive Officer.** The Chief Executive Officer, if elected, shall exercise such duties as customarily pertain to the office of Chief Executive Officer of a corporation that has both a Chief Executive Officer and a President, and shall have general and active management of the Property, business and affairs of the Company, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers or this Agreement. In the absence, disability or refusal of the Chairman of the Board of Managers to act, or the vacancy of such office, the Chief Executive Officer shall preside at all meetings of the Board of Managers.

7.5 **President.** The President shall exercise such duties as customarily pertain to the office of President of a corporation that has both a Chief Executive Officer and a President, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Board of Managers or this Agreement. In the absence, disability or refusal of the Chairman of the Board of Managers and the Chief Executive Officer to act, or the vacancy of both such offices, the President shall preside at all meetings of the Board of Managers.

7.6 **Chief Financial Officer.** The Chief Financial Officer, if elected, shall exercise such duties as customarily pertain to the office of Chief Financial Officer of a corporation, subject to the supervision and control of the Board of Managers. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.7 **Vice Presidents.** Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President, shall have such powers and perform such duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.8 **Treasurer.** The Treasurer shall exercise such duties as customarily pertain to the office of Treasurer of a corporation, subject to the supervision and control of the Board of Managers. He or she shall have the general care and custody of the funds and securities of the Company, and shall deposit all such funds in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Managers. He or she shall receive, and give receipts for, moneys due and payable to the Company from any source whatsoever. He or she shall exercise general supervision over expenditures and disbursements made by officers, agents and employees of the Company and the preparation of such records and reports in connection therewith as may be necessary or desirable. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.9 **Secretary.** The Secretary shall be the Chief Administrative Officer of the Company and shall exercise such duties as customarily pertain to the office of Secretary or Chief Administrative Officer of a corporation, subject to the supervision and control of the Board of Managers, including but not limited to causing: (a) minutes of all meetings of the Board of Managers and any committees thereof to be recorded and kept; (b) all notices required by this Agreement or otherwise to be given properly; (c) the minute books, stock books, and other nonfinancial books, records and papers of the Company to be kept properly; and (d) all reports,

statements, returns, certificates and other documents to be prepared and filed when and as required. He or she shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.10 **Assistant Treasurers and Assistant Secretaries.** Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the Board of Managers shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such further powers and perform such other duties as prescribed from time to time by the Chief Executive Officer, the President, the Board of Managers or this Agreement.

7.11 **Company Funds and Checks.** The funds of the Company shall be kept in such depositories as shall from time to time be prescribed by the Board of Managers. All checks or other orders for the payment of money shall be signed by the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board of Managers.

7.12 **Contracts and Other Documents.** The Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other officer or officers as may from time to time be authorized by the Board of Managers or any other committee given specific authority by the Board of Managers during the intervals between the meetings of the Board of Managers, shall have power to sign and execute on behalf of the Company deeds, conveyances and contracts, and any and all other documents requiring execution by the Company.

7.13 **Compensation.** The compensation of the officers of the Company shall be fixed from time to time by the Board of Managers (subject to any employment agreements that may then be in effect between the Company and the relevant officer). None of such officers shall be prevented from receiving such compensation by reason of the fact that he or she is also a Manager. Nothing contained herein shall preclude any officer from serving the Company, or any of its Affiliates, in any other capacity and receiving such compensation by reason of the fact that he or she is also a Manager.

7.14 **Ownership of Equity in Another Corporation.** Unless otherwise directed by the Board of Managers, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer, or such other officer or agent as shall be authorized by the Board of Managers, shall have the power and authority, on behalf of the Company, to attend and to vote at any meeting of securityholders of any company in which the Company holds equity and may exercise, on behalf of the Company, any and all of the rights and powers incident to the ownership of such securities at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Company.

7.15 **Delegation of Duties.** In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board of Managers may delegate to another officer such powers or duties.

7.16 **Resignation and Removal.** Any officer of the Company may be removed from office for or without cause at any time by the Board of Managers. Any officer of the Company may resign at any time in the same manner prescribed under Section 6.3 of this Agreement.

7.17 **Vacancies.** The Board of Managers shall have power to fill vacancies occurring in any office.

## ARTICLE 8 INDEMNIFICATION

8.1 **Proceeding by the Company.** The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, member, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit, if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interests of the Company. Indemnification under this Section 8.1 may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

8.2 **Other Proceedings.** The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he is or was a Manager, Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding, if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

8.3 **Scope.** To the extent that any Manager, Member, officer, employee or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or

proceeding described in Section 8.1 or 8.2, or in defense of any claim, issue or matter therein, the Company shall indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense.

8.4 **Authorization**. Any indemnification under Section 8.1 or 8.2, unless ordered by a court or advanced pursuant to Section 8.5, may be made by the Company only as authorized in the specific case upon a determination by the Member, or, to the extent the Member is a party to the action, suit or proceeding, by independent legal counsel in a written opinion, that indemnification of such Manager, Member, officer, employee or agent is proper in the circumstances.

8.5 **Advancement of Expenses**. The expenses of any Member or Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of such Member or Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the Company. The provisions of this section do not affect any rights to advancement of expenses to which personnel of the Company other than any Manager or Member may be entitled under any contract or otherwise by law.

8.6 **Insurance**. The Company may purchase and maintain insurance or make other financial arrangements, at its expense, on behalf of any Person who is or was a member (including the Member), Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, officer, employee or agent of another Person, for any liability asserted against him or her and liability and expenses incurred in his or her capacity as a member, manager, officer, employee or agent, or arising out of his or her status as such, whether or not the Company has the power to indemnify such Person against such liability and expenses.

## ARTICLE 9 DISSOLUTION

9.1 **Dissolution**. Notwithstanding the resignation, expulsion, bankruptcy, dissolution or dissociation of the Member, or the occurrence of any other event that terminates the continued membership of the Member in the Company, the term of the Company shall continue from the date of its formation in perpetuity, unless earlier dissolved on the earliest to occur of:

- (a) An election by the Member to dissolve the Company;
- (b) The entry of a decree of judicial dissolution under the Act; or
- (c) Any other event which, under the Act, automatically causes dissolution of the Company, notwithstanding provisions of this Section 9.1.

9.2 **Winding Up**. On the dissolution of the Company, the Company's affairs shall be wound up by the Board of Managers as soon as reasonably practicable.

9.3 **Distribution of Assets.** On the winding up of the Company, its assets shall be applied in the manner, and in the order of priority, provided for in the Act.

9.4 **Certificate of Cancellation.** Upon the completion of the distribution of Company assets as provided in this Article 9, the Company shall be terminated and the Board of Managers shall file a certificate of cancellation and shall take such other actions as may be necessary to terminate the Company.

## ARTICLE 10 GENERAL PROVISIONS

10.1 **Entire Agreement.** This Agreement embodies the entire understanding and agreement among the parties concerning the Company and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

10.2 **Amendment.** This Agreement may only be amended by the Member. No rights hereunder may be waived except by an instrument in writing signed by the party sought to be charged with such waiver.

### 10.3 **Notices.**

(a) All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) hand delivered, (ii) sent by registered or certified mail, postage prepaid, effective on the date set forth on the receipt of registered or certified mail or on the fifth day after mailing, whichever is earlier, (iii) sent by facsimile transmission directed to a number at which the Person has consented to receive notice, (iv) sent by electronic mail directed to an electronic mail address at which the Person has consented to receive notice, or (v) sent by any other form of electronic transmission consented to by the Person.

(b) In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10.4 **Fiscal Year.** The fiscal year of the Company shall end on September 30 of each year, or such other twelve (12) consecutive month period as the Board of Managers may designate.

10.5 **Loans.** The Company may lend money to, or guarantee any obligation of, or otherwise assist any Manager, officer or other employee of the Company or its subsidiaries, whenever, in the judgment of the Board of Managers, such loan, guaranty or other assistance may reasonably be expected to benefit the Company. Such loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board of Managers shall approve, including, without limitation, a pledge of the Member's interest in the Company. Nothing in this Section 10.5 shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the Company at common law or under the Act.

10.6 **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

10.7 **Pronouns.** References to any Person, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, trusts, partnerships, limited liability companies or corporations where applicable.

10.8 **Counterparts.** This instrument may be executed in any number of counterparts each of which shall be considered an original.

*[Remainder of this page left intentionally blank]*

Step 2.05

IN WITNESS WHEREOF the Member has executed this Agreement as of the date first above written.

**BERKSHIRE HATHAWAY LIFE INSURANCE  
COMPANY OF NEBRASKA**

By:   
\_\_\_\_\_  
Donald F. Wurster, President

**BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JULY 17, 2019**

**SCHEDULE A**

**SCHEDULE OF MEMBERS**

Member	Units Owned	Percentage Interests
Berkshire Hathaway Life Insurance Company of Nebraska	100	100%

**SCHEDULE B**

**BOARD OF MANAGERS**

Marc D. Hamburg

Daniel J. Jaksich

Sharon L. Heck

**SCHEDULE C**

**OFFICERS**

Jeffrey C. Rachor – President

Delwyn T. James – Secretary

Hugh C. Buster – Treasurer

## CHAIRMAN

### Script for BOA Public Hearings on July 17, 2019

**Read Item F on the Agenda and confirm that all meeting posting requirements have been met - then say:**

I now call to order this public hearing. Everyone desiring to speak shall give his name and address and will be given 5 minutes to present information during the meeting.

The purpose of today's hearing is to receive written and oral comments from any interested person(s) concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

*Step 1: Call the applicant to present his case and all evidence supporting his plea*

*Step 2: Call the zoning official to present any information that he deems necessary or appropriate relative to the application*

*Step 3: Call on those opposed to the granting of the application to present their evidence and arguments*

*Step 4: Call the applicant for the right of rebuttal*

*Step 5: Order the hearing closed*

**(After everyone has spoken . . . or if no one desires to speak, finish the meeting with the following)**

There being no one (else) desiring to speak, I now close this public hearing concerning Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**BOARD OF ADJUSTMENT  
CITY OF JERSEY VILLAGE, TEXAS  
AGENDA REQUEST**

**AGENDA DATE:** July 17, 2019

**AGENDA ITEM:** G1

**AGENDA SUBJECT:** Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

**Department/Prepared By:** Christian Somers, Building Official

**EXHIBITS:** Application and Other Documents Included in PH Item

**BACKGROUND INFORMATION:**

Joe Myers Kia filed a request for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.

The Board has previously conducted the Public Hearing in connection with this request. This item is to act upon the request.

The Board, in making its decision on this request for appeal, may reverse, affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an appeal is taken and may make the correct order, requirement, decision or determination, and for that purpose has the same authority as the administrative official.

**RECOMMENDED ACTION:**

Discuss and take appropriate action on Joe Myers Kia's request for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252(2)(b)(2)(b) to allow the applicant to temporarily place a pole type ground sign that exceeds the requirement that the sign be set back not less than 25 feet from the interior or rear property lines for a period not to exceed two (2) years ending May 1, 2021, for the property located at 16484 Northwest Freeway, Jersey Village, Texas.