



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 June 8, 2020 at 12:00 p.m in the Civic Center Auditorium 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.

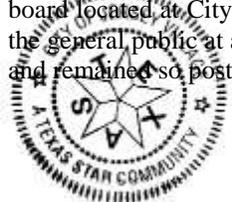
ITEM(S) to be discussed/acted upon by the Board is/are listed on the attached agenda.

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 February 12, 2020. *Lorri Coody, City Secretary*
- D. Conduct a public hearing on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040. *Board Chairman*
 - (1) Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040. *Board Chairman*
- E. 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: May 27, 2020 at 1:00 p.m. and remained so posted until said meeting was convened.



Lorri Coody, 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.

"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."

- 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*

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

February 12, 2020 – 12:00 p.m.

The Board of Adjustment of the City of Jersey Village, Texas, convened on February 12, 2020 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
Henry Hermis, Board Member
Ken Nguyen, Board Member
Joe Pennington, Board Member

M. Reza Khalili, Board Member
Judy Tidwell, Alternate Place 2

Council Liaison, Gary Wubbenhorst was present.

Nester Mena, Alternate Place 1, was not present at this meeting.

City Staff in attendance: Scott Bounds, City Attorney; Lorri Coody, City Secretary; and Christian Somers, Building Official.

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

Chairman Simchak indicated that all Regular Board Members were present and there was no need for the appointment of alternate members.

C. Election of chairperson and vice-chairperson for one-year term beginning October 1, 2019 and ending September 30, 2020.

Chairman Simchak opened nominations for Chair of the Board for a one-year term beginning October 1, 2019 and ending September 30, 2020. Board Member Pennington nominated Board Member Thomas G. Simchak. Board Member Khalili seconded the nomination. With no other nominations being made, the vote follows:

Ayes: Board Members Hermis, Pennington, Nguyen, Khalili

Nays: None

Chairman Simchak did not vote

The motion carried.

Chairman Simchak opened nominations for the office of Vice Chair for a one-year term beginning October 1, 2019 and ending September 30, 2020. He told the Board that Board Member Hermis, the current Vice Chair, has indicated that he does not desire to serve in this position moving forward. With this in mind, Board Member Khalili nominated Board Member Pennington. Board Member Nguyen seconded the nomination. With no other nominations being made, the vote follows:

Ayes: Board Members Hermis, Nguyen, Khalili
Chairman Simchak

Nays: None

Abstained: Board Member Pennington

The motion carried.

D. Consider approval of the minutes for the meeting held on July 17, 2019.

There was discussion about the need for a correction to the minutes. It was pointed out that on page 6, the word “exiting” in the second full paragraph should be corrected to “existing.”

With no more discussion on the matter, Board Member Khalili moved to approve the minutes as corrected for the meeting held on July 17, 2019. Board Member Hermis seconded the motion. The vote follows:

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

Nays: None

The motion carried.

E. Conduct a public hearing on East Signs of Houston’s requests for variance, filed on behalf of Harwin Gessner Investment, Inc., owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit; and for (2) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article X, Section 14-252(2)(c)(2)(b) in order to allow the applicant to place a sign that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

Chairman Simchak opened the public hearing at 12:04 p.m. in order to receive written and oral comments from any interested person(s) concerning East Signs of Houston’s request, filed on behalf of Harwin Gessner Investment, Inc., owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit; and (2) for a variance to the Jersey Village Code of Ordinances at Chapter 14, Article X, Section 14-252(2)(c)(2)(b) in order to allow the applicant to place a sign that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

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

Chairman Simchak called upon the applicant to present her case and supporting evidence concerning the variance request. Jessie Yao with East Signs of Houston appeared on behalf of the owner, Harwin Gessner Investment, Inc. She presented the Board with a hardcopy print out of the property for which the variance is being sought. She explained that currently, there is only one pole sign on the property, which represents only one of the tenants. The rest of the

tenants who rent at this location do not have a pole sign advertising their business. As a result, she told the Board, that these tenants have refused to pay their rents until a pole sign is installed. In addition, because prospective tenants have no way of advertising businesses located on this property, it has been near impossible to get new tenants to fill vacancies. As a result, she is requesting a second pole sign that can be seen from US HWY 290 and the feeder road. She stated that due to the US HWY 290 expansion project; the property at this location has decreased, making it difficult to place signage. She told the Board that the application packet explains in detail the sign being sought and, if approved, the location of the pole on the property.

The Board reviewed the site plan that was presented to them by the applicant.

Board Chairman Simchak called Christian Somers, the City's Building Official, to present any information that he deemed necessary, appropriate, or relative to the application.

Mr. Somers stated that East Signs Houston, LLC, on behalf of Harwin Gessner Investment, Inc., owner, is requesting two variances in order to allow for the installation of a tenant panel sign to serve this entire commercial development, which is actually composed of two separately platted parcels, both owned by Harwin Gessner Investment, Inc. He told the Board that the City would like to ensure the viability of this strip shopping center, and noted that the center has had issues retaining tenants.

He went on to explain that this location, at one time, had more ground pole signs than the single ground pole sign that is allowed by right, one of which was a tenant panel sign.

He went on to explain that because of the US HWY 290 construction project, the old Valero Station remodeled and is now a Shell Station. The remodel required that the gas tanks and the canopy covering the gas tanks be resituated on the property to accommodate the changes made by the US HWY 290 project. As a result, the tenant panel sign was removed.

In addition, during the remodel, the existing Valero Sign was re-faced to a Shell Sign and is now the only pole sign currently located on the property.

There was another sign that was once located on this property for Hartz Fried Chicken, but a demolition permit for that ground pole sign was issued in late January.

Therefore, the current variances requested by the applicant are based upon the requirements for an Integrated Business District (IBD). The purpose of the requests is to have two ground pole signs, which would be in lieu of a ground pole sign and monument sign currently allowed by right. If granted, the two pole signs would comprise the existing Fuel Time Shell gas sign and the newly proposed tenant panel sign. The request also includes that the proposed tenant panel sign be allowed to be installed within 50' of interior lot line setbacks. This location is needed in order to accommodate the challenges related to the various building footprints and the shape of the lots after the "takings" necessitated by the US HWY 290 Expansion Project.

After concluding his presentation, the Board asked about the requirements for an IBD. Mr. Somers stated that an IBD is permitted to have one pole sign and one monument sign. The request is to add another pole sign instead of the monument sign. The Board also discussed parking at this location as well as landscaping.

The Board discussed the hardship created by the US HWY 290 Expansion Project. Mr. Somers reported that the expansion project took about eight to ten feet away from this owner's property, making it difficult for the placement of signage.

Some members of the Board wondered if granting these variances would affect any new owners of the property should only one of the two parcels be sold. Mr. Somers explained that the variances go with the property and the new owners would still be able to share the tenant sign.

With no further discussion about the second pole sign, Mr. Somers explained the second portion of the variance request concerning the location of the proposed pole sign within the 50' interior lot line requirement. He stated that the proposal is to locate the sign 40 feet from the Northwest corner of the property and less than 50 feet from Hartz Fried Chicken. This is the best location given the decrease in lot size due to the US HWY 290 Expansion Project.

The Board again discussed hardship due to the US HWY 290 Expansion Project.

With no further discussion, the Board Chairman called if there was anyone else desiring to speak in favor or opposed to the granting of the application. Hearing none, the Board Chairman called upon the applicant to make any rebuttal statements.

Ms. Yao had brief comments about the new signage and the requests for variance.

Chairman Simchak closed the public hearing on East Signs of Houston's request, filed on behalf of Harwin Gessner Investment, Inc., owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit; and (2) for a variance to the Jersey Village Code of Ordinances at Chapter 14, Article X, Section 14-252(2)(c)(2)(b) in order to allow the applicant to place a sign that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040 at 12:28 p.m.

(1) Discuss and take appropriate action on East Signs of Houston's request, filed on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

With no further discussion on the matter, Board Member Hermis moved to approve East Signs of Houston's request, filed on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040 based upon the hardship created by the US HWY 290 Expansion Project. Board Member Khalili seconded the motion. The vote follows:

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

Nays: None

The motion carried.

The Board's Original Order No. 2020-01 is attached to and made a part of these minutes.

- (2) Discuss and take appropriate action on East Signs of Houston's request, filed on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252 (2)(c)(2)(b) in order to allow the applicant to place a sign on said property that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.**

With no further discussion on the matter, Board Member Hermis moved to approve East Signs of Houston's request, filed on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252 (2)(c)(2)(b) in order to allow the applicant to place a sign on said property that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040 based upon the hardship created by the US HWY 290 Expansion Project. Board Member Khalili seconded the motion. The vote follows:

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

Nays: None

The motion carried.

The Board's Original Order No. 2020-02 is attached to and made a part of these minutes.

- F. Conduct a public hearing on Robert Sanders' requests for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines; for (2) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way; and for (3) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.**

Chairman Simchak opened the public hearing at 12:32 p.m. in order to receive written and oral comments from any interested person(s) concerning Robert Sanders' requests for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines; for (2) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way; and for (3) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

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

Chairman Simchak called upon the applicant to present his case and supporting evidence concerning the variance requests. Robert Sanders appeared on behalf of BHA Real Estate Holdings, LLC, owner of the property located at 16634 NW Freeway, Jersey Village, Texas 77040. He told the Board that his company has been working with the City in order to renovate this property as a result of the US HWY 290 Expansion Project. He asked that Christian Somers, the City's Building Official, be called in order to present the issues and he will follow-up with a rebuttal if needed.

Chairman Simchak called upon Mr. Somers to proceed with his presentation concerning any information that he deems necessary, appropriate, or relative to the application

He stated that Berkshire Hathaway Automotive Real Estate Holdings, LLC, owner, has requested a variance in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines. The existing parking lot areas that are contiguous to lot lines are proposed for restriping, with spaces delineated such that vehicular parking at said areas will be exacerbated. There are essentially two areas: 1) the rear of the lot where contiguous with City facilities; and 2) the rear left side at the western corner.

He cautioned the Board that the parking lot itself already encroaches within 10' of the lot lines to the rear, right side and front and actually encroaches beyond the left side lot line. Only at the rear and rear left will the potential of actual parking be increased, although in essence it will not since vehicles are already placed chock-a-block style regardless of the striping.

Currently there are no plans to replace any existing concrete along the periphery. Only the following is slated:

1. removal and modifications which will be needed for the required parking lot's landscaped areas (especially medians), within the site and along periphery; and
2. the placement of concrete covered by the Fleet Building and an adjacent landscaped strip.

There are some improvements planned:

1. fewer spaces contiguous with the Hwy 290 ROW (with the addition of a landscaped median at the right-side of the site's primary entrance driveway), and
2. fewer spaces contiguous to Meadow Lane (with the addition of two additional landscaped medians).

Mr. Somers also note the following:

1. Joe Myer's recently constructed an overflow inventory storage parking lot on Seattle Slew Dr. at Castlebridge Dr., with the "Certificate of Occupancy" issued in 2018;
2. Employees park on the grass along Jersey Drive and at the second driveway (as well as at the Church); and
3. Though paved now, the first proposed driveway to the east at Meadow Lane is too close to Jersey Drive (the driveways at this area are to be delineated by the new landscaped medians) – Fig. 14-16 of the Code of Ordinances requires a distance of at least 55' along a local or minor street from a collector street.

The second variance request is to allow for the applicant to eliminate the required landscaping strip along the perimeter. Currently, the landscaping strips does not exist. The parking lot itself already encroaches within 10' of the lot line to the rear, right side and front, and actually encroaches beyond the left side lot line. There are no plans to replace any existing concrete along the periphery.

The third variance request is to allow for less than the minimum of 10% landscaped area. Currently, they have roughly the same landscaped area prior to redevelopment as is being requested via variance. They will remove a landscaping strip but will increase the number of landscaped medians.

The Board discussed the proposed parking lot with the restriping. Mr. Somers showed the Board a large printout of the existing property and explained how it will be affected by the proposed changes. The Board asked questions about the parking and landscaping, to which Mr. Somers responded. The applicant added that while some areas of landscaping will be eliminated, they are adding over 100 trees.

The Board discussed the masonry wall that will be added along the back of the property as part of the remodel.

The Board discussed the proposed changes. It was noted that the variance is being requested due to the hardship caused by the US HWY 290 Expansion Project, which had decreased the footprint of this property.

The landscaping requirements were discussed. It was noted that some of the landscaping was lost due to the new highway.

With no further discussion, the Board Chairman called if there was anyone else desiring to speak in favor or opposed to the granting of the application. Hearing none, the Board Chairman called upon the applicant to make any rebuttal statements.

Hearing no rebuttal comments, Chairman Simchak closed the public hearing on Robert Sanders' requests for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for (1) a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines; for (2) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way; and for (3) a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040 at 12:48 p.m.

- (1) Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.**

With no further discussion on the matter, Board Member Hermis moved to approve Robert Sanders' request, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10' parking setbacks required for the front, side and rear property lines for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040 based upon the hardship created by the US HWY 290 Expansion Project. Board Member Khalili seconded the motion. The vote follows:

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

Nays: None

The motion carried.

The Board's Original Order No. 2020-03 is attached to and made a part of these minutes.

- (2) Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.**

With no further discussion on the matter, Board Member Hermis moved to approve Robert Sanders' request, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040 based upon the hardship created by the US HWY 290 Expansion Project. Board Member Khalili seconded the motion. The vote follows:

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

Nays: None

The motion carried.

The Board's Original Order No. 2020-04 is attached to and made a part of these minutes.

- (3) Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinances at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.**

With no further discussion on the matter, Board Member Hermis moved to approve Robert Sanders' request, filed on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(1)

in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040 based upon the hardship created by the US HWY 290 Expansion Project. Board Member Khalili seconded the motion. The vote follows:

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

Nays: None

The motion carried.

The Board’s Original Order No. 2020-05 is attached to and made a part of these minutes.

G. Adjourn

With no other business before the Board, Chairman Simchak adjourned the meeting at 12:52 p.m.



Lorri Coody, City Secretary

DRAFT

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020



**CITY OF JERSEY VILLAGE
BOARD OF ADJUSTMENT
ORDER NO. 2020-01**

WHEREAS, on January 23, 2020, East Signs of Houston filed a request on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

WHEREAS, the Board conducted a Public Hearing and received information from the Public and from the Applicants on February 12, 2020; and

WHEREAS, after closing the hearing, the Board in making its decision considered:

- if the request for variance is contrary to the public’s interest;
- if, due to special conditions, enforcement of Chapter 14, Article X, Section 14-253(d) will result in an unnecessary hardship for Harwin Gessner Investment, Inc.; and
- that in granting the variance, the spirit of this chapter will be upheld and observed;

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 X GRANT DENY the request of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-253(d) in order to allow the applicant to install a second pole sign which exceeds the one (1) pole sign limit for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

PASSED, APPROVED, AND ORDERED this 12th day of February 2020.

s/Thomas G. Simchak, Chairman

ATTEST:

s/Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020



**CITY OF JERSEY VILLAGE
BOARD OF ADJUSTMENT
ORDER NO. 2020-02**

WHEREAS, on January 23, 2020, East Signs of Houston filed a request on behalf of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252 (2)(c)(2)(b) in order to allow the applicant to place a sign on said property that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

WHEREAS, the Board conducted a Public Hearing and received information from the Public and from the Applicants on February 12, 2020; and

WHEREAS, after closing the hearing, the Board in making its decision considered:

- if the request for variance is contrary to the public’s interest;
- if, due to special conditions, enforcement of Chapter 14, Article X, Section 14-252 (2)(c)(2)(b) will result in an unnecessary hardship for Harwin Gessner Investment, Inc.; and
- that in granting the variance, the spirit of this chapter will be upheld and observed;

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 X GRANT DENY the request of Harwin Gessner Investment, Inc., owner, for variance to the Jersey Village Code of Ordinance at Chapter 14, Article X, Section 14-252 (2)(c)(2)(b) in order to allow the applicant to place a sign on said property that encroaches the 50 foot interior property line by 10 feet for the property located at 17342 Northwest Freeway, Jersey Village, Texas 77040.

PASSED, APPROVED, AND ORDERED this 12th day of February 2020.

S/Thomas G. Simchak, Chairman

ATTEST:

S/Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020



**CITY OF JERSEY VILLAGE
BOARD OF ADJUSTMENT
ORDER NO. 2020-03**

WHEREAS, on January 27, 2020, Robert Sanders filed a request on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10’ parking setbacks required for the front, side and rear property lines for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

WHEREAS, the Board conducted a Public Hearing and received information from the Public and from the Applicants on February 12, 2020; and

WHEREAS, after closing the hearing, the Board in making its decision considered:

- if the request for variance is contrary to the public’s interest;
- if, due to special conditions, enforcement of Chapter 14, Article XI, Section 14-281(c)(7) will result in an unnecessary hardship for BHA Real Estate Holdings, LLC; and
- that in granting the variance, the spirit of this chapter will be upheld and observed;

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 X GRANT DENY the request of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XI, Section 14-281(c)(7) in order to allow the applicant to eliminate the 10’ parking setbacks required for the front, side and rear property lines for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

PASSED, APPROVED, AND ORDERED this 12th day of February 2020.

S/Thomas G. Simchak, Chairman

ATTEST:

S/Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020



**CITY OF JERSEY VILLAGE
BOARD OF ADJUSTMENT
ORDER NO. 2020-04**

WHEREAS, on January 27, 2020, Robert Sanders filed a request on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

WHEREAS, the Board conducted a Public Hearing and received information from the Public and from the Applicants on February 12, 2020; and

WHEREAS, after closing the hearing, the Board in making its decision considered:

- if the request for variance is contrary to the public's interest;
- if, due to special conditions, enforcement of Chapter 14, Article XII, Section 14-309(b)(2) will result in an unnecessary hardship for BHA Real Estate Holdings, LLC; and
- that in granting the variance, the spirit of this chapter will be upheld and observed;

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 X GRANT DENY the request of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(2) in order to allow the applicant to eliminate the 10' landscape area adjacent to each street right of way for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

PASSED, APPROVED, AND ORDERED this 12th day of February 2020.

S/Thomas G. Simchak, Chairman

ATTEST:

S/Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020



**CITY OF JERSEY VILLAGE
BOARD OF ADJUSTMENT
ORDER NO. 2020-05**

WHEREAS, on January 27, 2020, Robert Sanders filed a request on behalf of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

WHEREAS, the Board conducted a Public Hearing and received information from the Public and from the Applicants on February 12, 2020; and

WHEREAS, after closing the hearing, the Board in making its decision considered:

- if the request for variance is contrary to the public’s interest;
- if, due to special conditions, enforcement of Chapter 14, Article XII, Section 14-309(b)(1) will result in an unnecessary hardship for BHA Real Estate Holdings, LLC; and
- that in granting the variance, the spirit of this chapter will be upheld and observed;

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 X GRANT DENY the request of BHA Real Estate Holdings, LLC, owner, for a variance to the Jersey Village Code of Ordinance at Chapter 14, Article XII, Section 14-309(b)(1) in order to allow the applicant to limit the total landscape area for the lot to 6% instead of the required 10% for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

PASSED, APPROVED, AND ORDERED this 12th day of February 2020.

S/Thomas G. Simchak, Chairman

ATTEST:

S/Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

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

AGENDA DATE: June 8, 2020

AGENDA ITEM: D

AGENDA SUBJECT: Conduct a public hearing on Robert Sanders’ request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

Department/Prepared By: Lorri Coody, City Secretary

EXHIBITS: [EX A](#) – Application for Variance – 16334 NW FWY
[EX B](#) – Section 14-88
[EX C](#) – City’s Certification of Public Hearing Posting Requirements
[EX D](#) – Certification of Public Hearing Posting Requirements
[PH Script](#)

BACKGROUND INFORMATION:

Robert Sanders filed a request for variance, on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

Before the Board can consider the application for this variance, it must conduct a public hearing in order to receive written and oral comments from any interested person(s) concerning Robert Sanders’ requests.

This item is to conduct the public hearing.

RECOMMENDED ACTION:

Conduct a public hearing on Robert Sanders’ request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

CITY OF JERSEY VILLAGE
Application for Request for Variance

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

PROPERTY INFORMATION

Address: 16634 Northwest Fwy, Jersey Village, TX 77040
Legal Description: Lot 1 Block: 1 Subdivision: Joe W Myers No 3

APPLICANT INFORMATION

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

Applicant: Robert Sanders Phone: 972-536-2926
Address: 8333 Royal Ridge Pkwy, Suite 100
City: Irving State: TX Zip: 75063

OWNER INFORMATION

<u>BHA Real Estate Holdings, LLC</u>	<u>972-536-2926</u>
Property Owner	Telephone Number
<u>8333 Royal Ridge Pkwy, Suite 100</u>	<u>Irving TX 75063</u>
Street Address	City State Zip Code

Describe variance sought: We are seeking a variance to the requirement for a 6' masonry wall between the proposed redevelopment and the adjacent residential zoning district.

Describe existing standard: The existing standard is Jersey Village Code of Ordinances, Part II, Chapter 14, Article XII, Section 14-88(a) (19).

BOARD OF ADJUSMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

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?

There are three main items that have precipitated the need for a variance request. First, and most importantly, this is a redevelopment, and the existing pavement is between 1'-4' from the property line along the residential zoning. This does not provide enough room to add a masonry wall and would require the removal of existing pavement. Secondly, although the parcels to the rear are zoned residential, they are City Buildings for the fire department, police department and the City Hall.

(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.

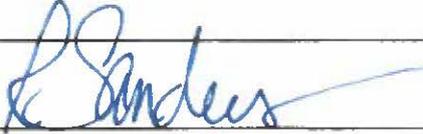
Due to this being a redevelopment, there is not room as it currently exists to add a masonry wall across the expanse of the rear of the parcel.

(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.)

Due to spatial constraints, installation of the masonry wall would be impossible as the site currently exists.

(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.

 04.14.2020
Signature of Applicant Date

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): \$ _____	

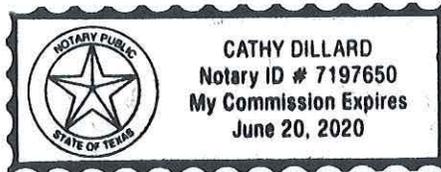
APPOINTMENT OF AGENT

I, Delwyn T. James, the Secretary of (i) BHA Real Estate Holdings, LLC, the owner of the property, and (ii) Joe Myers Ford II, LLC, the commercial business, both of which collectively are 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, LLC and on behalf of Joe Myers Ford II, LLC for purposes of proceedings before the City of Jersey Village Board of Adjustment in connection with the appeal/variance being sought.

Signed this 29th day of January, 20 20.

By: *Delwyn T. James*
Delwyn T. James
Secretary of BHA Real Estate Holdings, LLC
and of Joe Myers Ford II, LLC
Property Owner/Commercial Business Owner

THE STATE OF TEXAS §
COUNTY OF HARRIS §



BEFORE ME, the undersigned authority, this day personally appeared Delwyn T. James, the Secretary of both BHA Real Estate Holdings, LLC and Joe Myers Ford II, LLC, together the owner of the property and the commercial business which are 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 29th day of January, 20 20.

Cathy Dillard
Notary Public in and for the
State of Texas

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

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.

BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

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 JUNE 8, 2020

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

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.

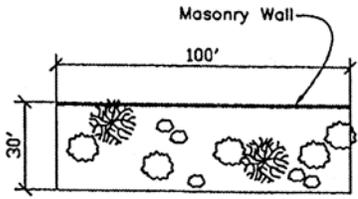
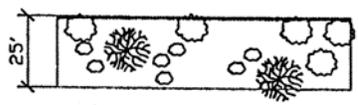
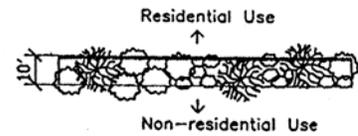
(28) Any finished floor that is elevated more than 12 inches above natural grade shall be provided with a dropped brick ledge or dropped veneer so as to leave no more than eight inches of slab exposed. All crawl spaces resulting from pier-and-beam and stem-wall types of construction must provide dropped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

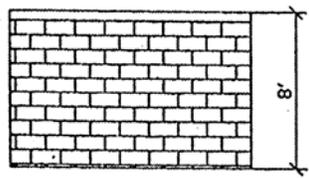
Lot Line	Setback (In Feet)	Modifier
Front	25	—
Rear	25	(1) Excluding fencing
Side street	10	(1) 25 feet where one or more lots have frontage on the street.
Side	7½	(2) Zero feet for townhouses and one side of patio homes.

(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)

BUFFERYARD STANDARDS

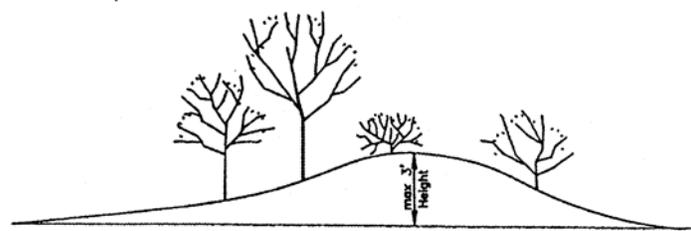
<u>REQUIRED PLANT UNITS/100'</u>		Plant Unit Multiplier	
3 Canopy Trees		.6	
6 Understory Trees		.8	
9 Shrubs		.9	
Note: To determine the total number of required plant units per 100 yard of bufferyard take the plant unit multiplier appropriate for the width of the bufferyard and multiply by number required for each plant type. Always round to the nearest whole number.		1	

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.



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

**CITY OF JERSEY VILLAGE
 CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS
 BOARD OF ADJUSTMENT - PUBLIC HEARING
 June 8, 2020 at 12:00 P.M.**

Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

OWNER'S NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
JERSEY VILLAGE CHURCH	16327 LAKEVIEW DRIVE	JERSEY VILLAGE	TX	77040-2029
HARRY & MARILYN BURGESS	3333 ALLEN PKWY UNIT 307	HOUSTON	TX	77019-1836
CHERYL DESFORGES	16309 LAKEVIEW DRIVE	JERSEY VILLAGE	TX	77040-2029
ROBERT & GLORIA MCKAY	795 KINGS POINT DRIVE	CANYON LAKE	TX	78133-3233
LUCILLE MITCHELL	16317 LAKEVIEW DRIVE	JERSEY VILLAGE	TX	77040-2029
IRIS JOE	16021 SEATTLE STREET	JERSEY VILLAGE	TX	77040-1925
COLLIN & ASHLEY GREUTER	16306 CONGO LN	JERSEY VILLAGE	TX	77040-2073
ERIN AMMERMAN	16310 CONGO LN	JERSEY VILLAGE	TX	77040-2073
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

I, Lorri Coody, the duly appointed and acting 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 May 18, 2020, 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 18th day of May, 2020.



 Lorri Coody, City Secretary



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

CITY OF JERSEY VILLAGE
APPLICANT CERTIFICATION OF PUBLIC HEARING POSTING REQUIREMENTS
BOARD OF ADJUSTMENT – June 8, 2020 - 12:00 P.M.

Reason for Public Hearing:

To receive written and oral comments from any interested person(s) concerning Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

I, ROBERT SANDERS, applicant and/or property owner, do hereby certify that:

On MAY 21, 2020, at least ten days prior to the date of the hearing, placed on the property at 16634 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 26 day of MAY, 2020.

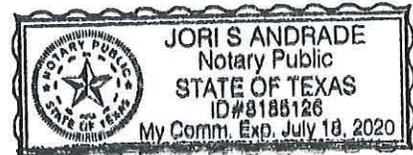
Robert Sanders
Robert Sanders - Hearing Applicant

THE STATE OF TEXAS §
COUNTY OF HARRIS §
Dallas

BEFORE ME, the undersigned authority, this day personally appeared Robert Sanders 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 26th day of May, 2020.

Jori S. Andrade
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



BOARD OF ADJUSTMENT MEETING PACKET FOR THE MEETING TO BE HELD ON JUNE 8, 2020

Script for BOA Public Hearings on June 8, 2020

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 Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

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 Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

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

AGENDA DATE: June 8, 2020

AGENDA ITEM: D1

AGENDA SUBJECT: Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

Department/Prepared By: Lorri Coody, City Secretary

EXHIBITS: Application and Other Documents Included in PH Item

BACKGROUND INFORMATION:

Robert Sanders filed a request for variance, on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.

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 variance, must consider:

- if the request for variance is contrary to the public's interest;
- if, due to special conditions, enforcement of Chapter 14, Article X, Section 14-281(c)(7) would result in an unnecessary hardship; and
- that in granting the variance, the spirit of this chapter would be upheld and observed.

RECOMMENDED ACTION:

Discuss and take appropriate action on Robert Sanders' request for variance, filed on behalf of BHA Real Estate Holdings, LLC, owner, to the Jersey Village Code of Ordinance at Chapter 14, Article IV, Section 14-88(a)(19), requiring an obscuring wall for development of nonresidential lots directly abutting and adjacent to residential zoning districts for the property located at 16634 Northwest Freeway, Jersey Village, Texas 77040.