

**CITY OF BUNKER HILL VILLAGE
PLANNING AND ZONING COMMISSION
Agenda Request**

Agenda Date: December 7, 2021

Agenda Item No: III

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION ON A WRITTEN RECOMMENDATION TO THE CITY COUNCIL ON A SPECIFIC USE PERMIT APPLICATION SUBMITTED BY THE MEMORIAL FOREST CLUB AT 12122 MEMORIAL DRIVE FOR OUTDOOR RECREATIONAL AND SUPPORTING AND INCIDENTAL USES

Exhibits: Proposed Ordinance – Redline
Proposed Ordinance – Clean Copy

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

Memorial Forest Club, a non-profit club established in the 1950's at its current location of 12122 Memorial Drive has submitted an application for a Specific Use Permit. There is no Specific Use Permit for the site. The Club is considered a legal non-conforming use in the City of Bunker Hill Village. The desired Specific Use Permit would officially recognize the physical layout of the Club as indicated on the attached site plan, and the uses associated therewith.

This item was workshopped with the Planning and Zoning Commission in August 2021. A public hearing and further discussion was held on September 30, 2021. The Commission met on November 18, 2021 and further discussed the details of the ordinance. The Commission set the December 7, 2021 Meeting to review the changes discussed on November 18, 2021.

The purpose of this meeting is to review the revised ordinance and provide the opportunity for further discussion. This item also includes consideration and possible action on a recommendation to the City Council for approval of an Ordinance to establish a Specific Use Permit for the Memorial Forest Club.

From Previous Reports:

History

Ordinance No. 49 (attached) was approved and memorialized a Settlement Agreement between the City of Bunker Hill and the Club in 1958. The Settlement Agreement expired on its terms in June 2008 (50 years). As noted in the application, it is intended that the Special Use Permit will supercede Ordinance No. 49 and the Settlement Agreement in all respects. In addition, the City's Zoning Board of Adjustment approved a variance on April 23, 1998 to replace a 100-foot section of a six-foot fence behind the volleyball court with a fence nine feet high. A memorandum of understanding was also approved in May 2014 regarding landscaping, irrigation, and associated maintenance in the City right of way at Plantation and Memorial.

Review & Analysis

As noted in the 1958 agreement, the items outlined coincide with the items listed in the City's Zoning Ordinance which are intended to ensure compatibility of non-resident uses with adjacent properties by the Specific Use Permit Process, including but not limited to hours of operation, lighting, noise, and signage.

The purpose of the SUP Process is to look at individual sites on a case-by-case basis and determine if the proposal/existing use negatively impacts adjacent properties and the City as a whole.

As stated in the Code of Ordinances, before any specific use is permitted in the applicable zoning district, a report from the Planning and Zoning Commission must be directed to the City Council accompanied by the Commission's recommendation for approval or denial. The report shall include, but need not be limited to, the following:

- A. *Ingress and egress:* Ingress and egress to the property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in the event of fire or other catastrophe.
- B. *Off-street parking:* Off-street parking and loading areas where required, with particular attention to the items set forth in subsection A of this section, and the economic, noise, glare, and other effects of the specific use on adjoining properties and other properties generally in the district and city.
- C. *Service area:* Refuse and service areas, with particular reference to the items set forth in subsections A and B of this section.
- D. *Utilities:* Utilities include water and wastewater with reference to location, availability, and compatibility.
- E. *Drainage:* Drainage plans proposed to meet requirements of the city's drainage ordinance and criteria manual.
- F. *Screening and buffering:* Screening and buffering, either or both, with reference to type, dimensions, and character.
- G. *Signs and lighting:* Sign location and size, proposed exterior lighting with reference to glare and traffic safety and compatibility and harmony with adjacent property and other properties generally in the district and city.
- H. *Trees, yards and open spaces:* Landscaping and required yards, open spaces, and building setback lines.

- I. *Compatibility*: General compatibility with adjacent properties and other properties in the district and city.
- J. *Conformity*: The conformity of the proposed use with the requirements and intent of this ordinance and the comprehensive plan of the city.

The SUP Process provides for conditions to be included to ensure specific concerns are addressed for the various factors.

A draft ordinance has been provided for review, comment and possible consideration by the Planning and Zoning Commission. The elements of the ordinance were discussed with the Memorial Villages Police Department as the Department assists the City with Code Enforcement after hours and on weekends.

Process

The Specific Use Permit (SUP) requires a recommendation by the Planning and Zoning Commission and approval by City Council.

The Planning and Zoning Commission held a workshop in August 2021. Property owners from an adjacent property attended the meeting and spoke with the Commission.

A Public Hearing and further discussion took place at the September 30, 2021 Meeting. Notifications to adjacent properties within 200 feet were provided. The notice of the public hearing was provided in the City's newspaper of record and on the City's website.

ORDINANCE NO. 21-XXX

AN ORDINANCE OF THE CITY OF BUNKER HILL VILLAGE, TEXAS, AMENDING APPENDIX “A” OF THE CODE OF ORDINANCES OF THE CITY, SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF SAID CITY, BY GRANTING A SPECIFIC USE PERMIT TO THE MEMORIAL FOREST CLUB AT 12122 MEMORIAL DRIVE FOR OUTDOOR RECREATIONAL AND SUPPORTING AND INCIDENTAL USES; PROVIDING FOR A REPEALER; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Section 8.02 of Appendix “A: of the Code of Ordinances of the City of Bunker Hill Village, Texas, said Appendix “A” being the comprehensive zoning ordinance of said City, permits the use of property for a recreational center pursuant to a Specific Use Permit granted in accordance with Article VIII of said Appendix “A”; and

WHEREAS, The Memorial Forest Club has applied for a Specific Use Permit to continue the use of outdoor recreational facilities and other incidental and supporting purposes on its premises located within said City, in accordance with the plans and photos attached hereto as Exhibits “A-1”, “A-2”, “A-3”, “A-4” and “A-5”, and made a part hereof; and

WHEREAS, Reference is made to Ordinance No. 49 of the City of Bunker Hill, which approved and memorialized a Settlement Agreement between the City of Bunker Hill and the Club in 1958. The Settlement Agreement expired on its terms in June 2008. It is intended that the Special Use Permit will supersede Ordinance No. 49 and the Settlement Agreement in all respects; and

WHEREAS, The Planning & Zoning Commission of said City, after notice and hearings as required by law, has recommended that the City Council grant the specific use permit; and

WHEREAS, The City Council, following notice and hearing as required by law, concurs with the recommendation of the Planning & Zoning Commission that such specific use permit should be granted; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. A specific use permit (“SUP”) authorizing the continuance of the operations of the Memorial Forest Club, a non-profit membership club with outdoor recreational and other incidental and supporting uses including a clubhouse and summer snack bar, located at 12122 Memorial Drive, Bunker Hill Village, Texas, is hereby granted in accordance with the plans attached hereto as Exhibits “A-1” through “A-5” and in accordance with and subject to the special terms and conditions set forth in Section 2 of this Ordinance. [Any changes to the uses permitted herein shall require an amendment to this SUP.](#) Said Exhibits “A-1”, “A-2”, “A-3”, “A-4”, and “A-5” are made a part of this Ordinance for all purposes.

Section 2. The granting of the Specific Use Permit as set forth in Section 1 above is subject to the following additional terms and conditions:

A. Location, Uses, and Existing Conditions/Site Plan

The Memorial Forest Club is located at 12122 Memorial Drive as shown on Exhibit A-1 (the “Club”). The site plan showing existing conditions is shown on Exhibit A-2.

The Memorial Forest Club is a non-profit club established in the 1950's at its current location of 12122 Memorial Drive. The Club offers outdoor recreation in the form of tennis courts, a volleyball and pickle ball court, a basketball mini-court, a clubhouse, three (3) pools, a summer snack bar and other incidental and supporting uses (the "Use").

B. Signage

The Club has an identification sign on Plantation Road as shown on Exhibit A-3. The Club can continue this signage and is responsible for the maintenance of the sign and associated landscaping. Any changes to the sign must be in accordance with the City’s Sign Ordinance(s) in place at the time.

The Club may display signage related to Club events or membership drives on the back of the south-side fence of the tennis courts with the signs not exceeding 600 square feet. Such signs may remain on display for no more than a combined 30 days each year.

C. *Parking and Traffic Plan*

The Club has ~~xxx-66~~ spaces on site as shown on the site plan. There shall be no street parking by Club members or guests on Memorial Drive, Rhett, Tara, Plantation (north and south), Stoney Creek or Warrenton.

The day-to-day parking needs of the Club members are met by the parking spaces provided on the Club property. The Club shall obtain the permission of Spring Branch Independent School District (“SBISD”) to provide for overflow parking at Frostwood Elementary School. Should overflow parking not be available, attendance shall be limited to available onsite parking.

D. *Hours of Operation*

The Club shall be permitted to operate from 7:00 a.m. until 10:00 p.m. Sunday through Thursday and 7:00 a.m. until midnight Friday and Saturday, subject to the provisions below.

The Club shall be permitted to operate a physical fitness program for middle school students from 7:00 a.m. until 8:00 a.m. on school days in conjunction with SBISD during the SBISD school year. Lighting of the necessary tennis courts during this time as necessary shall be permitted. Amplified sound shall not be permitted.

DJ’s and/or live bands shall be permitted at events; however, all music or sound amplification shall be stopped by 11:00 p.m.

~~Amplified sound music for any-Any event using amplified sound, other than a pool event such as a swim in movie or a swim meet,, shall be limited to only the inside and the doors shall remain closed during the event. Notice of each such event shall be provided to all neighbors directly adjacent to the Club by mail or email a minimum of five (5) days prior to the event with a copy of the notice being provided to the Memorial Villages Police Department and the City. Such notice shall provide a contact name and phone number of an individual who will be onsite at all times during the event should complaints arise and the name and phone number of the peace officer hired to provide security at the event, if anyapplicable. All events shall comply with the hours of operation contained herein, subject to the City’s noise regulations. — All events shall comply with the hours of operation contained herein and in accordance with the City’s Nuisance Ordinance to promote the continued enjoyment and respect for all residential neighborhoods while accommodating special circumstances and events.~~

F. *Club House & Pool Rentals*

The Club shall be permitted to rent or license the Clubhouse, shown on the site plan attached hereto as Exhibit "A-2" to private groups. A rental agreement between the Club and the lessee shall be required that includes the name and phone number for a contact person that is required to be onsite at all times during the event. This agreement shall include the Club's hours of operation and the rules contained in this SUP concerning noise and amplified sound. ~~A copy of such~~Such agreements shall be maintained ~~onsite~~in the ordinary course of business and a copy be available onsite during the event.

Clubhouse rentals shall be limited to the Clubhouse and the grass area adjacent to the Clubhouse on the east side. This includes the basketball court and volleyball/pickleball court, but does not include any tennis courts. In addition, rental of the Clubhouse shall exclude the area on the west side of the Clubhouse (the pool area).

~~The pool area may be rented by members during swim season subject to the hours of operation stated herein.~~

The capacity of the Clubhouse for all events shall be determined by the Memorial Villages Fire Marshal. All adult parties with over 75 anticipated guests, shall require the hiring of an off-duty peace officer to provide security. All youth events with over 50 anticipated participants that last past 9:00 p.m. shall require the hiring of an off-duty peace officer to provide security.

~~The pool area may be rented by members during swim season subject to the hours of operation and noise concerns stated herein.~~

G. *Lighting*

The Club shall be permitted to operate lighting of its driveways, parking lot, buildings and pool areas as indicated on the attached site plan within the Clubs permitted hours of operation.

The tennis courts shall be permitted to be illuminated by a permanent lighting system from sunset until 10 p.m. The tennis court lights shall not be moved from their existing height and angle, and must maintain the shielding, cover, and hooding currently in place, as demonstrated on Exhibits "A-4" and "A-5". Furthermore, the entire north-side fence behind the tennis court must have a dark-colored tarp in place from top to bottom as shown on exhibit "A-4" and "A-5".

No modification of lighting shall be permitted without amendment of this SUP.

H. *Other Matters:*

The Club shall be permitted to operate a snack bar selling only commercially wrapped or sealed snacks and non-alcoholic beverages.

I. *Adjacent Wall, Landscaping and Associated Maintenance*

The Club shall continue to maintain a masonry wall on the south of the property facing Memorial Drive at a height of no less than five feet (5'). The Club shall be responsible for the maintenance and upkeep of the wall, as well as the signage currently in place at the Club entrance on Plantation Drive. Any change to the design ~~permitted~~included in this SUP shall require an amendment to the SUP.

The Club shall maintain all landscaping on its property. The Club shall regularly trim tree branches that reach over the Club's property line, as well as the trees on the Club property.

Reference is made to the Memorandum of Understanding regarding trees and benches along Memorial Drive (Agreement of May 23, 2014), and is incorporated herein as Exhibit "B" and incorporated herein by this reference.

The Club shall comply with all building regulations and other ordinances of the City.

Section 3. Repeal. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Penalty. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

Section 5. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and

every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

Robert P. Lord, Mayor

ATTEST:

Karen H. Glynn, Acting City Secretary

Exhibits:

- A-1 Location Map
- A-2 Existing Conditions - Site Plan
- A-3 Signage
- A-4 Screening
- A-5 Screening
- B Memorandum of Understanding

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Section 3. Repeal. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Penalty. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

Section 5. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

Robert P. Lord, Mayor

ATTEST:

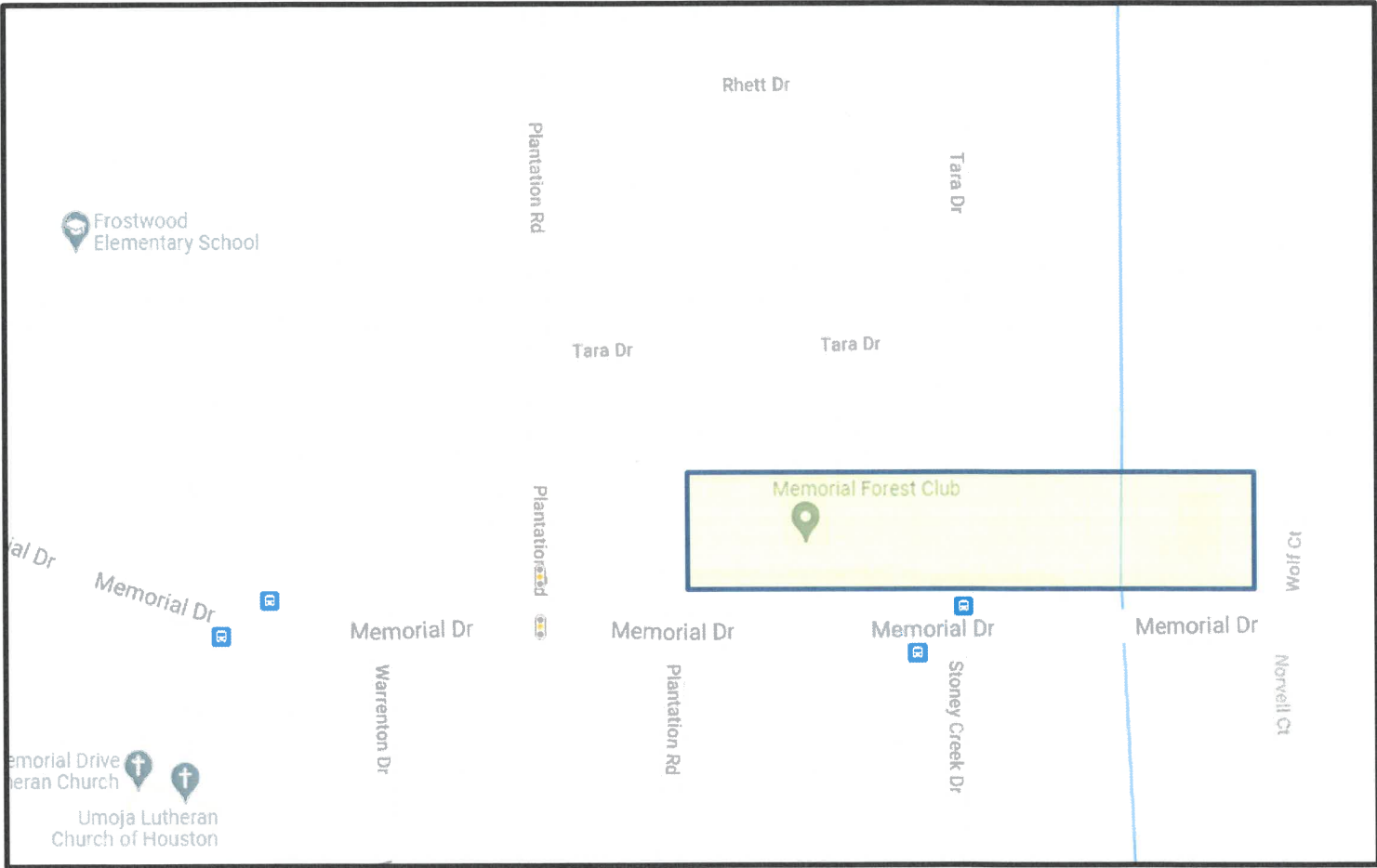
Karen H. Glynn, Acting City Secretary

Exhibits:

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- A-2 Existing Conditions - Site Plan
- A-3 Signage
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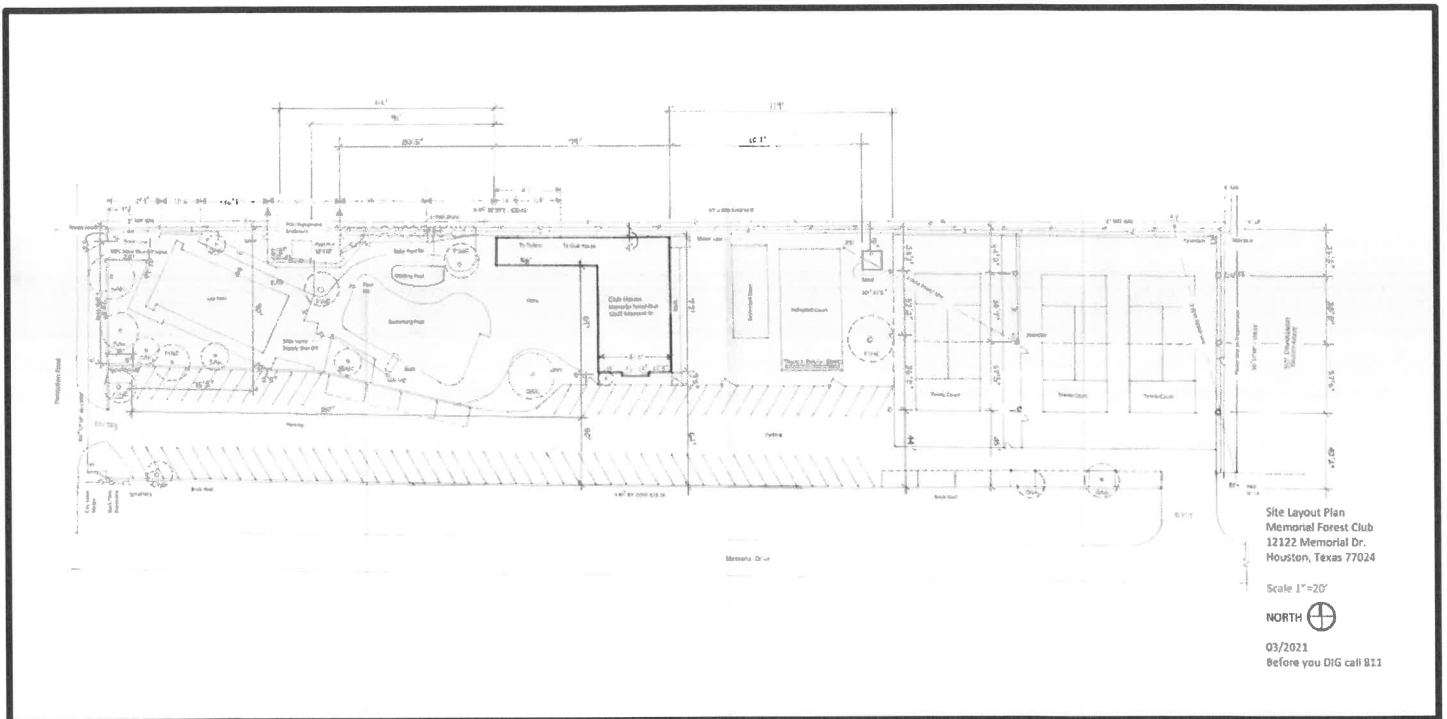
Specific Use Permit – Ordinance No. 22-xxxx
Memorial Forest Club
12122 Memorial Drive
For Recreational and Other Incidental and Supporting Purposes
December 2021

Exhibit A – 1
Location Map



Specific Use Permit – Ordinance No. 22-xxxx
Memorial Forest Club
12122 Memorial Drive
For Recreational and Other Incidental and Supporting Purposes
December 2021

Exhibit A – 2
Existing Conditions – Site Plan



Specific Use Permit – Ordinance No. 22-xxxx
Memorial Forest Club
12122 Memorial Drive
For Recreational and Other Incidental and Supporting Purposes
December 2021

Exhibit A-3
Signage



Specific Use Permit – Ordinance No. 22-xxxx
Memorial Forest Club
12122 Memorial Drive
For Recreational and Other Incidental and Supporting Purposes
December 2021

Exhibit A-4



Specific Use Permit – Ordinance No. 22-xxxx
Memorial Forest Club
12122 Memorial Drive
For Recreational and Other Incidental and Supporting Purposes
December 2021

Exhibit A-5



MEMORANDUM of UNDERSTANDING
by and between
THE CITY OF BUNKER HILL VILLAGE
and
THE MEMORIAL FOREST CIVIC CLUB

Background and Purpose

The City of Bunker Hill Village (City) worked together with the Memorial Forest Civic Club (Club) in 2014 to develop a "Dedication Area" for the donation of trees and benches along Memorial Drive between Plantation Road and the Memorial Drive Bridge (W151). These efforts were a result of a Dedication Ordinance approved by the City Council on April 15, 2014.

At the time of the agreement, there existed an irrigation system in the area that served the corner area of Plantation Road and Memorial Drive which is landscaped and maintained by the Club. It is the City's intention to allow the Club the continued use of the City's right-of-way for this landscaped area. In addition, the City will assume responsibility for the irrigation system and provide the water to this area and to the dedication area.

The purpose of this Memorandum of Understanding is to outline the ongoing maintenance responsibilities and expectations for the Club and the City.

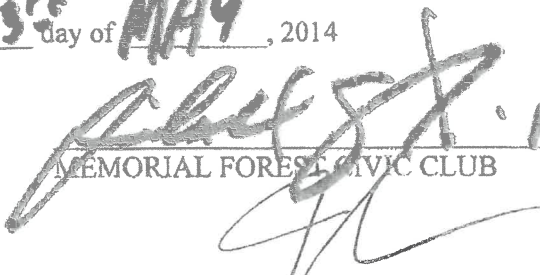
Terms of Agreement

The Memorial Forest Civic Club can provide for landscaping within the City right-of-way at the corner of Plantation Road and Memorial Drive. The Club assumes all responsibility for the installation of all plantings and the ongoing maintenance of the landscaped area.

The City of Bunker Hill Village is responsible for the installation and ongoing maintenance and operations of the irrigation system along Memorial Drive between Plantation and the Memorial Drive Bridge (W151) including any adjustments to the system as trees are planted.

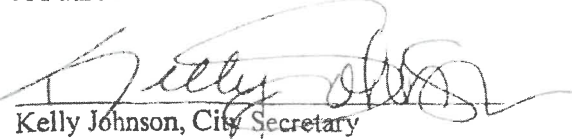
The City will control the irrigation system and provide the water to the area. ^{including the system adjacent to Plantation north of the pool driveway MSW} The City will set the system to keep the area irrigated to provide for healthy plantings. However, the City will not guarantee the survival of the plantings provided by the Club. In addition, the City will not replace the plantings should the City have a need to utilize this area for City services.

Agreed this the 23rd day of MAY, 2014


MEMORIAL FOREST CIVIC CLUB
MICHAEL S. WRIGHT

CITY OF BUNKER HILL VILLAGE

ATTEST:


Kelly Johnson, City Secretary

Approved by Council on 5/27/14