

City of San Antonio
Development Services Department
Zoning Section: Board of Adjustment

Received by (Initials): _____

Date of Application

BOA Case #:

Hansen Case #:

Tentative Board of Adjustment Date:

Rescheduled Date 1:

Rescheduled Date 2:

Council District:

Historic District:

River Improvement Overlay District:

Neighborhood Conservation District:

11-23-16

A-17-035

149737

1-9-17

1

Board of Adjustment Fees Due:

Zoning:

Homestead (\$400.00)

\$

Non-Homestead (\$600.00)

\$

Sign Fee (\$600.00)

\$

Appeal Fee (\$600.00)

\$

600.00

Base:

R-6

✓ AHOD

MLOD

MSAO

✓ H, HL, HS, RIO

ERZD

MPOD/MAOZ

NCD

GC/PC/MC

Total Fees:

\$

600.00

Check the following:

Indicate Name Here

- ✓ Within Neighborhood Association
W/in 200 Ft of Neighborhood Association
✓ Subject Property within Plan
Future Land Use Designation

Name: Lavaca

Name:

Name: Lavaca

Name: Low Density Residential

Agency Notification

Office of Historic Preservation:

Historic/RIO require submission for HDRC review prior to being considered by the Board of Adjustment

Appeal:

Signs:

All sign variance applications should be reviewed by the signs team prior to being considered by the Board of Adjustment

Application Items submitted:

- ✓ BOA Application Form
✓ BOA Acknowledgment/Initials Page
✓ BCAD Tax Appraisal Information
✓ Deed/Ownership Information

Site Plan

✓ Pictures (If Applicable)



CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT

CITY OF SAN ANTONIO
STATE OF TEXAS

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COUNTY OF BEXAR

TO THE HONORABLE BOARD OF ADJUSTMENT:

Property description (Attach field notes if necessary):

Lot no. 1

Block No. 2

NCB 3004 Property Address: 201 Delaware

Per Section 35-481 of the Unified Development Code (UDC), the Zoning Board of Adjustment is empowered to consider appeals of a decision made by an administration official.

The Applicant, Michael Duffey of Bexar County, alleges that

the following administrative official Shanon Shea Miller, in his/her capacity as

(Name of Official)

Historic Preservation Officer, made an incorrect decision, or interpretation regarding Section 35-33

(Title of Official)

of the UDC. This incorrect decision or interpretation was (List the section(s) of the UDC that was applied incorrectly. Provide details why the decision was incorrect or misinterpreted.):

Denial of Certificate of Appropriateness for a solar panel install
for 201 Delaware.

The correct decision or interpretation should be as follows (List the section(s) of the UDC that should be applied in this decision. Provide details how the decision should be made.):

As noted in Article 1, the decision is made based on HDRC
guidelines. Per New Construction, Sec. 7C, i and ii, location
should not be visible from public right-of-way "to the maximum extent
feasible." That is not preventing visible panels. In addition, see attached images
for 223 Devine and 639 Mission, both approved under the same guidelines.

*Note: Local Government Code § 211.010 (b) and San Antonio City Code § 35-481 (b)(1) require that the applicant give notice of the specific grounds for the appeal. Failure to state the reasons for the alleged error and applicable code sections will result in the return of your application. Please attach additional pages if necessary.

Respectfully submitted:


Applicant's name: Michael Duffey

Status: Owner (✓) Agent ()

Mailing address: 201 Delaware St

Telephone: 214-532-1490 Alternate: _____

Email: ~~me@~~ me@michaelduffey.com

Applicant's Signature  Date 11-22-16

Property Owner: _____

Mailing address: _____

Telephone: _____ Alternate: _____

Email: _____

I, _____ the owner of the subject property, authorize

_____ to submit this application and represent me in this appeal before the Board of Adjustment.

Please include the following items with this appeal

- ☐ Documentation from City of San Antonio representing the decision you are appealing and proof that you are within the mandatory 30 day time limit to file the appeal.
- ☐ Sections of the UDC from which the decision was based, including all support sections which potentially reinforce your assertion that an error was made.
- ☐ Property Ownership documentation, including a copy of the warranty deed and Bexar County Appraisal District.
- ☐ Filing Fee of \$600.



CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION

HISTORIC AND DESIGN REVIEW COMMISSION COMMISSION ACTION

This is not a Certificate of Appropriateness and cannot be used to acquire permits

October 5, 2016

HDRC CASE NO: 2016-389
ADDRESS: 201 DELAWARE
LEGAL DESCRIPTION: NCB 3004 BLK 2 LOT 1
HISTORIC DISTRICT: Lavaca
APPLICANT: Michael Duffey - 201 Delaware
OWNER: Michael Duffey - 201 Delaware
TYPE OF WORK: Solar installation

REQUEST:

The applicant is requesting a Certificate of Appropriateness for approval to install 24 solar panels on the left slope of the hipped roof.

FINDINGS:

a. The Lavaca Historic District was designated June 10, 2004. b. The applicant submitted a request for solar panels at 201 Delaware, heard by the HDRC on April 20, 2016. The commission denied the request for 20 solar panels to be installed on the slope facing Staffel Street and four to be installed on the pitch facing the interior of the lot. c. The applicant submitted a request for solar panels at 201 Delaware, heard by the HDRC on June 15, 2016. The commission denied the request for 11 panels on the interior slope and 13 panels on the slope facing Staffel Street. d. The applicant submitted a request for 20 solar panels at 201 Delaware, heard by the HDRC on August 3, 2016. 11 panels were proposed on the slope facing the interior of the lot and 9 panels were proposed on the slope facing Staffel Street. The commission approved the 11 interior panels and denied the 9 panels facing Staffel Street. e. The applicant is proposing to install 24 total solar panels on the standing seam metal roof of the primary structure. All panels will be installed on the slope facing Staffel Street. The applicant noted that the panels cannot be installed on the right slope due to tree coverage. According to the Guidelines for Additions 6.C., installations should be in locations that minimize visibility from the public right-of-way. f. Staff visited the site on September 26, 2016, and found that house is on a corner lot interior to the historic district and that the proposed panels would be highly visible from the public right-of-way on the front and side. Staff also found that since the panels are mounted on a hipped roof, the solar panels are more visible than they might be on a different roof form. This is not consistent with the Guidelines. g. The applicant is proposing to mount the panels flush with the pitched roof. This is consistent with Guidelines for Additions 6.C.ii, which states solar collectors should be flush with the roof surface.

RECOMMENDATION:

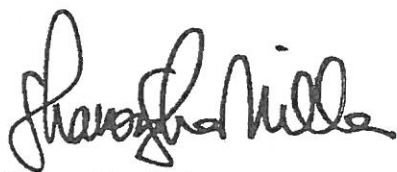
Staff recommends denial based on findings a through g.

COMMISSION ACTION:

Denied.

2016 OCT 24 PM 4:13

1

A handwritten signature in black ink, appearing to read "Shanon Shea Miller". The signature is fluid and cursive, with the first name "Shanon" being more prominent.

Shanon Shea Miller
Historic Preservation Officer

7. Designing for Energy Efficiency

Why is this Important?

The use of energy efficient building features, alternative energy sources, and site design techniques in additions and new construction can help conserve energy and water, reduce heating and cooling costs, and support citywide sustainability goals.



If designed and sited properly, energy and water efficient features such as the solar panels (top) and cistern (bottom) can be incorporated into historic districts with minimal visual impact. Ideally, such features should be located towards the rear of the property to minimize the visual impact on the public right-of-way.

Guidelines

A. BUILDING DESIGN

- i. **Energy efficiency**—Design additions and new construction to maximize energy efficiency.
- ii. **Materials**—Utilize green building materials, such as recycled, locally-sourced, and low maintenance materials whenever possible.
- iii. **Building elements**—Incorporate building features that allow for natural environmental control – such as operable windows for cross ventilation.
- iv. **Roof slopes**—Orient roof slopes to maximize solar access for the installation of future solar collectors where compatible with typical roof slopes and orientations found in the surrounding historic district.

B. SITE DESIGN

- i. **Building orientation**—Orient new buildings and additions with consideration for solar and wind exposure in all seasons to the extent possible within the context of the surrounding district.
- ii. **Solar access**—Avoid or minimize the impact of new construction on solar access for adjoining properties.

C. SOLAR COLLECTORS

- i. **Location**—Locate solar collectors on side or rear roof pitch of the primary historic structure to the maximum extent feasible to minimize visibility from the public right-of-way while maximizing solar access. Alternatively, locate solar collectors on a garage or outbuilding or consider a ground-mount system where solar access to the primary structure is limited.
- ii. **Mounting (sloped roof surfaces)**—Mount solar collectors flush with the surface of a sloped roof. Select collectors that are similar in color to the roof surface to reduce visibility.
- iii. **Mounting (flat roof surfaces)**—Mount solar collectors flush with the surface of a flat roof to the maximum extent feasible. Where solar access limitations preclude a flush mount, locate panels towards the rear of the roof where visibility from the public right-of-way will be minimized.



223 Devine

639 Mission



Bexar CAD

Property Search Results > 138948 DUFFEY MICHAEL & ARIANA for Year 2017

Property

Account

Property ID:	138948	Legal Description:	NCB 3004 BLK 2 LOT 1
Geographic ID:	03004-002-0010	Agent Code:	
Type:	Real		
Property Use Code:	001		
Property Use Description:	Single Family		

Location

Address:	201 DELAWARE ST SAN ANTONIO, TX 78210	Mapsco:	616F7
Neighborhood:	LAVACA HISTORIC DIST	Map ID:	
Neighborhood CD:	57047		

Owner

Name:	DUFFEY MICHAEL & ARIANA	Owner ID:	2905584
Mailing Address:	201 DELAWARE ST SAN ANTONIO, TX 78210-1523	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
<hr/>			
(=) Market Value:	=	N/A	
(-) Ag or Timber Use Value Reduction:	-	N/A	
<hr/>			
(=) Appraised Value:	=	N/A	
(-) HS Cap:	-	N/A	
<hr/>			
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: DUFFEY MICHAEL & ARIANA
 % Ownership: 100.0000000000%
 Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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06	BEXAR CO RD & FLOOD	N/A	N/A	N/A	N/A
08	SA RIVER AUTH	N/A	N/A	N/A	N/A
09	ALAMO COM COLLEGE	N/A	N/A	N/A	N/A
10	UNIV HEALTH SYSTEM	N/A	N/A	N/A	N/A
11	BEXAR COUNTY	N/A	N/A	N/A	N/A
21	CITY OF SAN ANTONIO	N/A	N/A	N/A	N/A
57	SAN ANTONIO ISD	N/A	N/A	N/A	N/A
CAD	BEXAR APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
Total Tax Rate:		N/A			
Taxes w/Current Exemptions:					N/A
Taxes w/o Exemptions:					N/A

Improvement / Building

Improvement #1:	Residential	State Code:	A1	Living Area:	1982.0 sqft	Value: N/A
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	Living Area	G - WS		1915	1536.0
OP	Attached Open Porch	G - NO		1915	120.0
LA1	Additional Living Area	G - WS		2010	446.0
DCK	Attached Wood Deck	G - NO		0	112.0

Improvement #2:	Residential	State Code:	A1	Living Area:	sqft	Value: N/A
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
GAR	Detached Garage	F - AL		1974	380.0

Improvement #3:	Residential	State Code:	A1	Living Area:	sqft	Value: N/A
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RSH	Shed	F - NO		1974	228.0

Improvement #4:	Residential	State Code:	A1	Living Area:	sqft	Value: N/A
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
PTO	Detached Patio	F - NO		1974	324.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RES	R/1 Family not Farm Single	0.1928	8400.00	50.00	168.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	N/A	N/A	N/A	N/A	N/A	N/A
2016	\$288,370	\$99,120	0	387,490	\$0	\$387,490

2015	\$300,030	\$55,640	0	355,670	\$0	\$355,670
2014	\$156,990	\$46,370	0	203,360	\$0	\$203,360
2013	\$146,830	\$46,370	0	193,200	\$0	\$193,200
2012	\$151,750	\$46,370	0	198,120	\$0	\$198,120

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	5/28/2014	GWD	General Warranty Deed	MORMINO RICHARD P	DUFFEY MICHAEL & ARIANA	16697	184	20140087935
2	1/6/2006	Deed	Deed	MENDEZ HARRY & REBECCA V	MORMINO RICHARD P	11875	0444	20060005806

2017 data current as of Nov 21 2016 12:34AM.

2016 and prior year data current as of Nov 18 2016 8:35AM

For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

This year is not certified and ALL values will be represented with "N/A".

Website version: 1.2.2.11

Database last updated on: 11/21/2016 12:34 AM

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED
(With Third Party Vendor's Lien)

THE STATE OF TEXAS

§

COUNTY OF BEXAR

§

THAT RICHARD P. MORMINO AND CYNTHIA ANN MORMINO, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by MICHAEL DUFFEY AND SPOUSE, ARIANA DUFFEY, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by Grantee of one certain Promissory Note of even date herewith, in the original principal sum of Two Hundred Fifty-Seven Thousand Six Hundred And No/100 Dollars (\$257,600.00), payable to the order of GEORGETOWN MORTGAGE, LLC, hereinafter called "Mortgagee"; said Promissory Note being secured by a Vendor's Lien and the Superior Title herein retained and reserved in favor of Grantor and assigned and conveyed, without recourse, to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to CALVIN C. MANN, JR, Trustee, reference to said Promissory Note and Deed of Trust being hereby made for all purposes; Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described real property, to-wit:

LOT 1, BLOCK 2, NEW CITY BLOCK 3004, STAFFEL ADDITION AN ADDITION TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN, VOLUME 105, PAGE 95, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

together with all improvements thereon, if any, and all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances, in anyway appertaining thereto, and all right, title, and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the above described property or any part thereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee and Grantee's heirs or assigns FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators TO WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee and Grantee's heirs and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed that Grantor reserves and retains for Grantor, and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the Property until the above described Promissory Note and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

WHEREAS, Mortgagee, at the special instance and request of Grantee, having paid to Grantor a portion of the purchase price of the Property, as evidenced by the above described Promissory Note, Grantor hereby assigns, transfers, conveys and delivers, without recourse, to Mortgagee said Vendor's Lien and Superior Title against said Property to secure the payment of said Promissory Note, and subrogates Mortgagee to all rights and remedies of Grantor in the Property by virtue thereof.

Alamo Title Co. GF # 4041004457 Bico

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Alamo Title Co. GF # 4041004457 Bicoy


To the extent applicable to and enforceable against the Property, this Deed is executed, delivered and accepted subject to the following: any liens described herein; ad valorem taxes for the current and all subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership; zoning ordinances, utility district assessments, and standby fees, if any; all valid utility easements created by the dedication deed or plat of the platted subdivision in which the Property is located, covenants and restrictions common to the platted subdivision in which the Property is located, mineral reservations, and maintenance or assessment liens (if any), all as shown by the real property records of the County Clerk of the County in which said Property is located; and any title or rights asserted by anyone (including, but not limited to, persons, corporations, governments or other entities) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any.

The contract between Grantor, as the seller, and Grantee, as the buyer, may contain limitations as to warranties. To the extent said contract provides for such limitations to survive this conveyance, they shall be deemed incorporated herein by reference. However, the warranty of title contained in this Deed is hereby expressly excluded from any limitations as to warranties contained in the contract referenced in this paragraph.

When this Deed is executed by more than one person, or when Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be. The term "Mortgagee" shall include the Mortgagee's heirs, successors and assigns, as applicable.

DATED the 28TH day of MAY, 2014.


RICHARD P. MORMINO


CYNTHIA ANN MORMINO

After Recording Return To Grantee
At GRANTEE'S MAILING ADDRESS:

MICHAEL DUFFEY
201 DELAWARE STREET
SAN ANTONIO, TX 78210-1523

ACKNOWLEDGMENTS

The State of TEXAS §

County of BEXAR §

This instrument was acknowledged before me on the 28 day of MAY 2014, by RICHARD P. MORMINO and CYNTHIA ANN MORMINO.



Notary Public

My commission expires:

Notary's Name (printed)



Doc# 20140087935
Pages 4
05/29/2014 12:06PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$34.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
05/29/2014 12:06PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff