

**CITY OF AUSTIN
Board of Adjustment
Decision Sheet**

DATE: Thursday November 07, 2019

CASE NUMBER: C15-2019-0057

____ Brooke Bailey
____ Jessica Cohen
____ Ada Corral
____ Melissa Hawthorne
____ William Hodge
____ Don Leighton-Burwell
____ Rahm McDaniel
____ Darryl Pruett
____ Veronica Rivera
____ Yasmine Smith
____ Michael Von Ohlen
____ Kelly Blume (Alternate)
____ Martha Gonzalez (Alternate)
____ Denisse Hudock (Alternate)

OWNER/APPLICANT: Jennifer Conroy

ADDRESS: 1304 & 1310 WILLOW ST

VARIANCE REQUESTED: The applicant is requesting a variance(s) from LDC Section 25-2-476 (B) (3) (a) (i) (Special Exceptions) from Section 25-2-492 (D) (Site Development Regulations) to decrease the interior side yard setback from 5 feet (required) to 3 ft. 6 inches (requested) in order to maintain a Garage Apartment that has been at this location for at least 25 years in a "SF-3-NP", Single-Family Residence zoning district. (East Cesar Chavez Neighborhood Plan)

Note: Per the LDC 25-2-476 (B) The Board shall grant a special exception under Subsection (A) of this section if; (B) the Board finds that: (a) the violation has existed for: (i) at least 25 years.

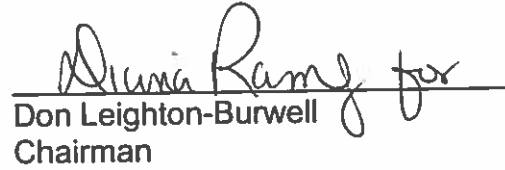
BOARD'S DECISION: Nov 7, 2019 BOA meeting POSTPONED TO JANUARY 13, 2020 BY APPLICANT

FINDING:

1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
2. (a) The hardship for which the variance is requested is unique to the property in that:
(b) The hardship is not general to the area in which the property is located because:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:


Elaine Ramirez
Executive Liaison


Don Leighton-Burwell
Chairman

BOA GENERAL REVIEW COVERSHEET

CASE: C15-2019-0057

BOA DATE: November 7, 2019

ADDRESS: 1304 & 1310 Willow St

COUNCIL DISTRICT: 3

OWNER: Jennifer Conroy

AGENT: same

ZONING: SF-3-NP (East Cesar Chavez NP)

LEGAL DESCRIPTION: E43 FT AV OF LOT 18 OLT 33 DIV O CANTERBURY SQUARE & W32.5 FT OF LOT 19 OLT 33 DIV O CANTERBURY SQUARE

VARIANCE REQUEST: Special Exception

SUMMARY: unpermitted Secondary Dwelling Unit

ISSUES: encroaching into interior side setback

	ZONING	LAND USES
<i>Site</i>	SF-3-NP	Single-Family
<i>North</i>	SF-3-NP	Single-Family
<i>South</i>	SF-3-NP	Single-Family
<i>East</i>	SF-3-NP	Single-Family
<i>West</i>	SF-3-NP	Single-Family

NEIGHBORHOOD ORGANIZATIONS:

Austin Independent School District
 Austin Lost and Found Pets
 Austin Neighborhoods Council
 Bike Austin
 Del Valle Community Coalition
 East Austin Conservancy
 East Cesar Chavez Neighborhood Association
 East Cesar Chavez Neighborhood Plan Contact Team
 East Town Lake Citizens Neighborhood Association
 El Concilio Mexican-Americal Neighborhoods
 Friends of Austin Neighborhoods
 Greater East Austin Neighborhood Association
 Guadalupe Neighborhood Development Corporation
 Homeless Neighborhood Association
 Neighborhood Empowerment Foundation
 Neighbors United for Progress
 Preservation Austin
 SEL Texas
 Sierra Club, Austin Regional Group
 Tejano Town



October 29, 2019

Jennifer Conroy
1304 Willow St
Austin TX, 78702

Property Description: E43 FT AV OF LOT 18 OLT 33 DIV O CANTERBURY SQUARE

Re: C15-2019-0057

Dear Jennifer,

Austin Energy (AE) has reviewed your application for the above referenced property, requesting that the Board of Adjustment consider variance(s) from the following sections from the Land Development Code, **Section 25-2-476 (B) (3) (a) (i) (*Special Exceptions*); from Section 25-2-492 (D) (*Site Development Regulations*);**

To decrease the interior side yard setback from 5 feet (required) to 3 ft. 6 inches (requested) in order to maintain a Garage Apartment that has been at this location for at least 25 years in a "SF-3-NP", Single-Family Residence zoning district. (East Cesar Chavez Neighborhood Plan)

Austin Energy does not oppose request provided any proposed and existing improvements follow AE clearance criteria requirements, The National Electric Safety Code and OSHA. Any removal or relocation of existing electric facilities will be at owners/applicants' expense.

Please use this link to be advised of our clearance and safety requirements which are additional conditions of the above review action:

https://library.municode.com/tx/austin/codes/utilities_criteria_manual?nodeId=S1AUENDECR_1.10.0CLSARE

If you require further information or have any questions regarding the above comments, please contact our office. Thank you for contacting Austin Energy.

Eben Kellogg, Property Agent

Austin Energy
Public Involvement | Real Estate Services
2500 Montopolis Drive
Austin, TX 78741
(512) 322-6050

From: Jennifer Conroy
To: [Ramirez, Elaine](#); [REDACTED]
Subject: 1304 and 1310 Willow St BOA Special Exception hearing postponement request
Date: Thursday, November 07, 2019 2:02:14 PM

*** External Email - Exercise Caution ***

Hi Elaine,

Per our phone call today I need to request a postponement of my BOA Special Exceptions hearing due to the discovery of LDC 25-2-476 which states that I need a permit and inspection and report prior to the hearing. I was not aware of this requirement until our phone call today.

For my own records, I understand the purpose of the inspection and report is to assure there are no life, health or public safety issues.

For your information I have already filed a Residential Review Application, a Tree Plan Review, and a Partial Demolition Review (2019-204081-PR). I have also reviewed my application with a Tech Reviewer and Austin Energy as requested by Will Clifton in advance of submitting my application (both said it looks ok). In addition, I have been cleared by Michelle Casillas for both lots in a Lot Status Determination.

I understand my initial application was to be rejected because I am in process of getting my Unified Development Agreement, and so the status in your system shows it has been rejected. For the UDA I am currently awaiting an affidavit of lien form from my mortgage lender (Chase) for 1304 Willow Street, and have completed an affidavit of no lien for 1310 Willow St. I will submit these documents as soon as I get a resolution from Chase.

Please let me know if there is anything further I need to submit for my case to move forward.

Thank you for your assistance.

Best wishes,
Jennifer Conroy
1304 and 1310 Willow St

cc: Elaine Ramirez, Jonathan Longoria, Will Clifton, Tyler Johnson

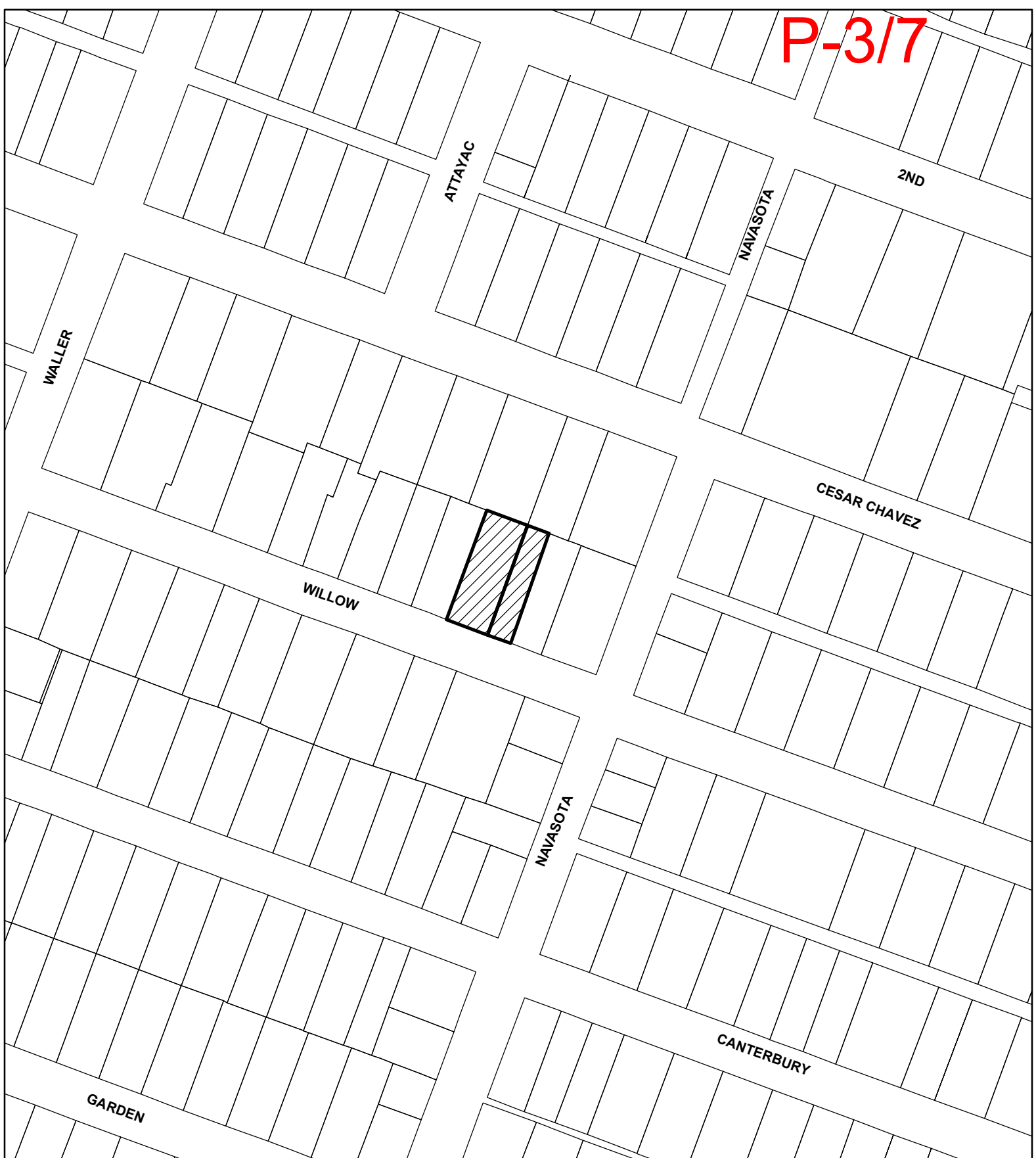
Jennifer L. Conroy, Dr.P.H., M.P.H.
Community and Public Health Strategist
*Evidence-based, results-oriented design,
implementation, and evaluation consultation.*

(512) 971-4536 cell [REDACTED]

Owner, Potter, Instructor
www.TwoGoatsPottery.com

"The greatness of a nation and its moral progress can be judged by the way in which its animals are treated."
~ Mahatma Gandhi

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SUBJECT TRACT



PENDING CASE



ZONING BOUNDARY

NOTIFICATIONS

CASE#: C15-2019-0057
LOCATION: 1304 & 1310 Willow Street



1" = 139'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



Development Services Department

One Texas Center | Phone: 512.978.4000
505 Barton Springs Road, Austin, Texas 78704

Board of Adjustment General/Parking Variance Application

WARNING: Filing of this appeal stops all affected construction activity.

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal. ***If more space is required, please complete Section 6 as needed.*** All information is required (if applicable).

For Office Use Only

Case # _____	ROW # _____	Tax # _____
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Section 1: Applicant Statement

Street Address: _____

Subdivision Legal Description:

Lot(s): _____ Block(s): _____

Outlot: _____ Division: _____

Zoning District: _____

I/We _____ on behalf of myself/ourselves as
authorized agent for _____ affirm that on
Month _____, Day _____, Year _____, hereby apply for a hearing before the
Board of Adjustment for consideration to (select appropriate option below):

☐ Erect ☐ Attach ☐ Complete ☐ Remodel ☐ Maintain ☐ Other: _____

Type of Structure: _____

Portion of the City of Austin Land Development Code applicant is seeking a variance from:

Section 2: Variance Findings

The Board must determine the existence of, sufficiency of, and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional supporting documents.

NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.

I contend that my entitlement to the requested variance is based on the following findings:

Reasonable Use

The zoning regulations applicable to the property do not allow for a reasonable use because:

Hardship

a) The hardship for which the variance is requested is unique to the property in that:

b) The hardship is not general to the area in which the property is located because:

Area Character

The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

Parking (additional criteria for parking variances only)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed in the City of Austin Land Development Code Chapter 25-6, Appendix A with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonably require strict or literal interpretation and enforcement of the specific regulation because:

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

Section 3: Applicant Certificate

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Applicant Signature: _____ Date: _____

Applicant Name (typed or printed): _____

Applicant Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone (will be public information): _____

Email (optional – will be public information): [REDACTED] _____

Section 4: Owner Certificate

I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Owner Signature: _____ Date: _____

Owner Name (typed or printed): _____

Owner Mailing Address [REDACTED] _____

City: _____ State: _____ Zip: _____

Phone (will be public information): _____

Email (optional – will be public information): [REDACTED] _____

Section 5: Agent Information

Agent Name: _____

Agent Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone (will be public information): _____

Email (optional – will be public information): _____

Section 6: Additional Space (if applicable)

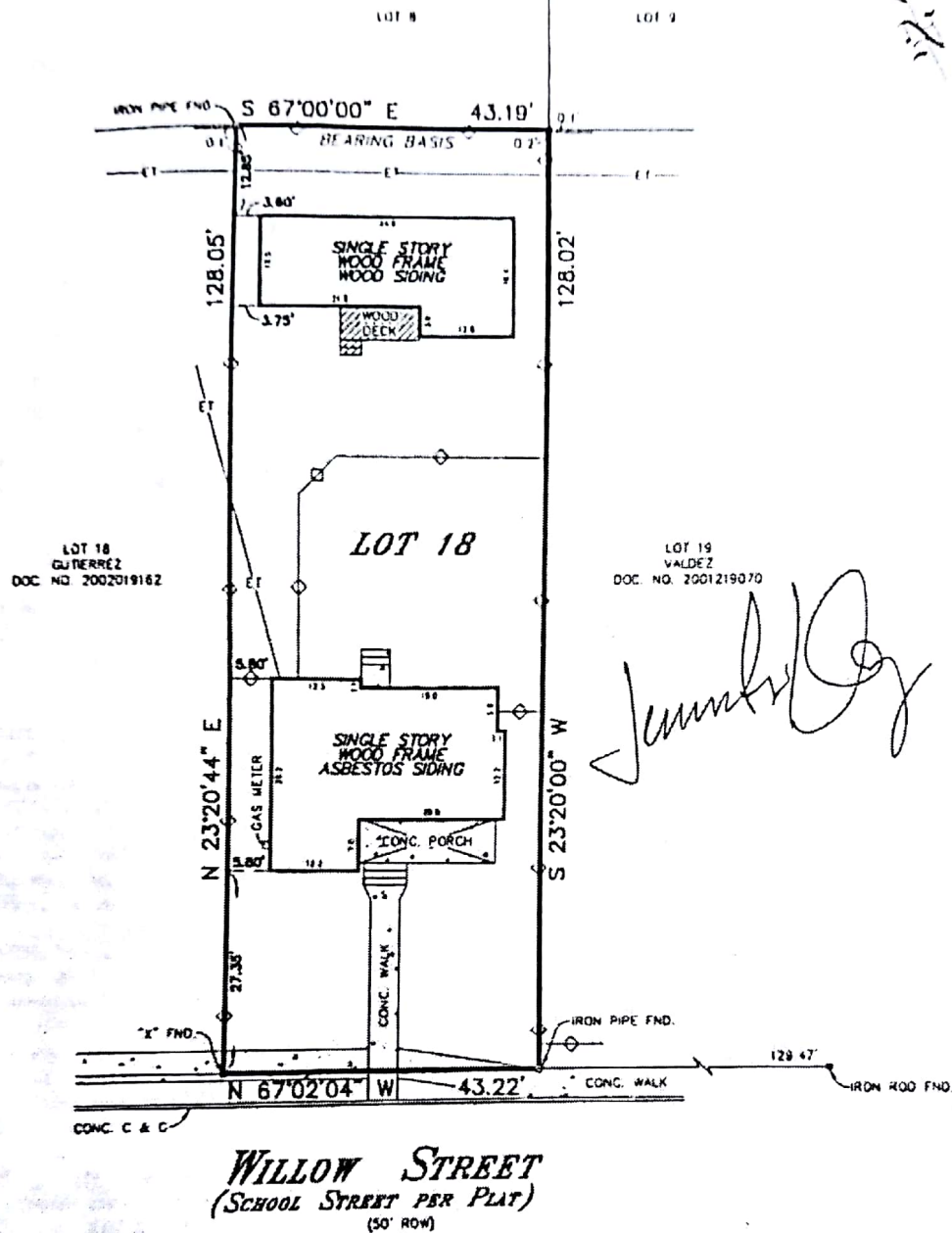
Please use the space below to provide additional information as needed. To ensure the information is referenced to the proper item, include the Section and Field names as well (continued on next page).

§ 25-2-476 - SPECIAL EXCEPTIONS.

- (A) The Board of Adjustment shall grant a special exception for an existing residential structure, or portion of an existing structure, that violates a setback required under Chapter 25-2 (*Zoning*) if the board finds that the special exception meets the requirements of this section.
- (B) The Board shall grant a special exception under Subsection (A) of this section if:
- (1) the residential use for which the special exception is sought is allowed in an SF-3 or more restrictive zoning district;
 - (2) the building official performs an inspection and determines that the violation does not pose a hazard to life, health, or public safety; and
 - (3) the Board finds that:
 - (a) the violation has existed for:
 - (i) at least 25 years; or
 - (ii) at least 10 years, if the application for a special exception is submitted on or before June 6, 2017;
 - (b) the use is a permitted use or a nonconforming use;
 - (c) the structure does not share a lot with more than one other primary residence; and
 - (d) granting a special exception would not:
 - (i) alter the character of the area;
 - (ii) impair the use of adjacent property that is developed in compliance with city code; or
 - (iii) grant a special privilege that is inconsistent with other properties in the area or in the district in which the property is located.
- (C) A special exception granted under this section:
- (1) applies only to the structure, or portion of a structure, for which the special exception was granted and does not run with the land;
 - (2) may not authorize an increase in the degree of noncompliance or excuse compliance with minimum health and safety requirements; and
 - (3) may not authorize a remodel or addition to the existing structure, except to the extent required by the building official to meet minimum life and safety requirements.
- (D) A structure granted a special exception under this section shall be treated as a non-complying structure under Chapter 25-2, Article 8 (*Noncomplying Structures*).

Source: Ord. 20110526-098; Ord. 20121108-091; Ord. 20130822-126; [Ord. No. 20160519-057, Pt. 2, 5-30-16](#).

LEGEND
 -ET- OVERHEAD ELEC / TELE LINE
 -O- CHAIN LINK FENCE



* THE EASTERLY PART OF LOT 18 (FIELD NOTES ATTACHED)
 ** VOLUME Z, PAGE 592, DEED RECORDS

PLAT OF SURVEY

Survey No. 03481

SCALE: 1" = 20'

CF 002302893

Said lot is in Zone X as identified by the
 Federal Emergency Management Agency on
 Community Panel No. 48453C 0165E
 Date: JUNE 15, 1993

All corners are iron rod found unless otherwise noted. To the lien holders and/or the owners of the premises surveyed.

LOT NO. 18 BLOCK NO. 1
 ADDITION OR SUBDIVISION CANTERBURY SQUARE, A SUBDIVISION OF OUTLOT 33, DIVISION "O", **
 STREET ADDRESS 1304 WILLOW STREET CITY AUSTIN COUNTY TRAVIS
 SURVEY FOR NATIONAL CITY MORTGAGE REFERENCE JENNIFER CONROY
 TO CHICAGO TITLE INSURANCE COMPANY

I HEREBY CERTIFY THAT THE ABOVE SURVEY WAS MADE THIS DAY ON THE GROUND AND IS TRUE AND CORRECT, AND THAT THERE ARE NO ENCUMBRANCES, CONFLICTS, SHORTAGES IN AREA, ENCROACHMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE EXCEPT AS SHOWN HEREON AND SAID PROPERTY HAS ACCESS TO A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

SNS ENGINEERING, INC.
 12486 Los Indios Trail, Suite 101
 Austin, Texas 78729

(512) 335-3944 • (512) 250-8886 (Fax)

469/38



Leslie Vasterling
 Date: 03-28-2003

Scanned by CamScanner

Not write

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.

UNIFIED DEVELOPMENT RESTRICTIVE COVENANT

This Unified Development Restrictive Covenant for
1304-1310 Willow St (the "Restrictive Covenant"), is executed this 16 of
September, 2019, by Imper Convey,
 ("Declarant") and is as follows:

RECITALS

A. Declarant is the owner of land, more particularly described as Lot 1 Block
OLT 33 of the Canterbury Square Subdivision according to the plat recorded as
 Document No. 2002019162 of the Official Records of Travis County, Texas
 ("Tract One") and Lot W 1/2 LOT 14 Block 33 of the Canterbury Square
 Subdivision according to the plat recorded as Document No. 2003229784 of the
 Official Records of Travis County, Texas ("Tract Two"). Tract One and Tract
 Two are herein referenced collectively as the "Property" or individually as a
 "Tract".

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declare that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the

following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. **Recitals Incorporated.** The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.
2. **Unified Development.** For purposes of site plan review, modification, or approval by the City of Austin, the Property will be constructed as a unified development/single site. Any proposed modifications to the Property or any portion of any Tract will be construed as a modification to a single site, requiring review of the Property in accordance with the provisions of the Land Development Code of the City of Austin. This section applies to, but is not limited to, the extent of impervious coverage, parking, and landscaping of the Property.
3. **Joint Access.** Joint access must be provided between each Tract on Site Plan No. _____, over an area more particularly described in **EXHIBIT A**, attached and incorporated by reference. The joint access must allow pedestrian and/or vehicular traffic to move freely to the adjacent public right-of-way or between the Property, or both. Any change of any aspect of the Property may not interfere with this joint access. Each Owner shall be responsible and liable for maintaining the Owner's property contained within the access area described in **EXHIBIT A** in such a manner as to provide the required joint access.
4. **Parking.** All parking for developments within Site Plan No. _____ must be reciprocal. In this Restrictive Covenant, "reciprocal parking" means that the parking within Site Plan No. _____ must serve the Property. Any change of any aspect of the Property may not interfere with the reciprocal parking agreement between the Tracts. Each Owner shall be responsible and liable for maintaining the Owner's property to allow the required reciprocal parking.
5. **Breach Does Not Permit Termination.** Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.
6. **Excusable Delays.** Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes,

unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

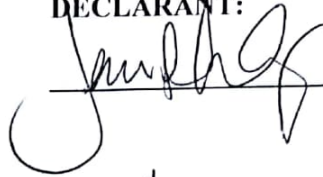
7. General Provisions.

- A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.
- B. Duration. Unless modified, amended, or terminated in accordance with Paragraph 7. K., this Restrictive Covenant remains in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.
- H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.
- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the real property records of the Texas county in which the Property is located, executed, acknowledged and approved by (a) the Director of the Development Services Department of the City of Austin or successor department; (b) all of the Owners of the Property at the time of the modification, amendment, or termination, and (c) any mortgagees holding first lien security interests on any portion of the Property.

Executed to be effective on _____, 20__.

DECLARANT:

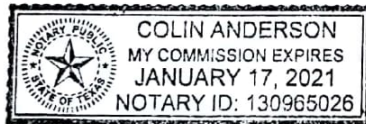



By: owner
Name: JENNIFER CONROY
Title: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me Colin Anderson, Notary Public, on this day personally appeared Jennifer Conroy, _____ of _____, a _____ known to me personally to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on OCT. 1st, 2019




Notary Public, State of Texas

APPROVED AS TO FORM:
CITY OF AUSTIN, TEXAS
LAW DEPARTMENT

REVIEWED:
CITY OF AUSTIN, TEXAS
DEVELOPMENT SERVICES DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____

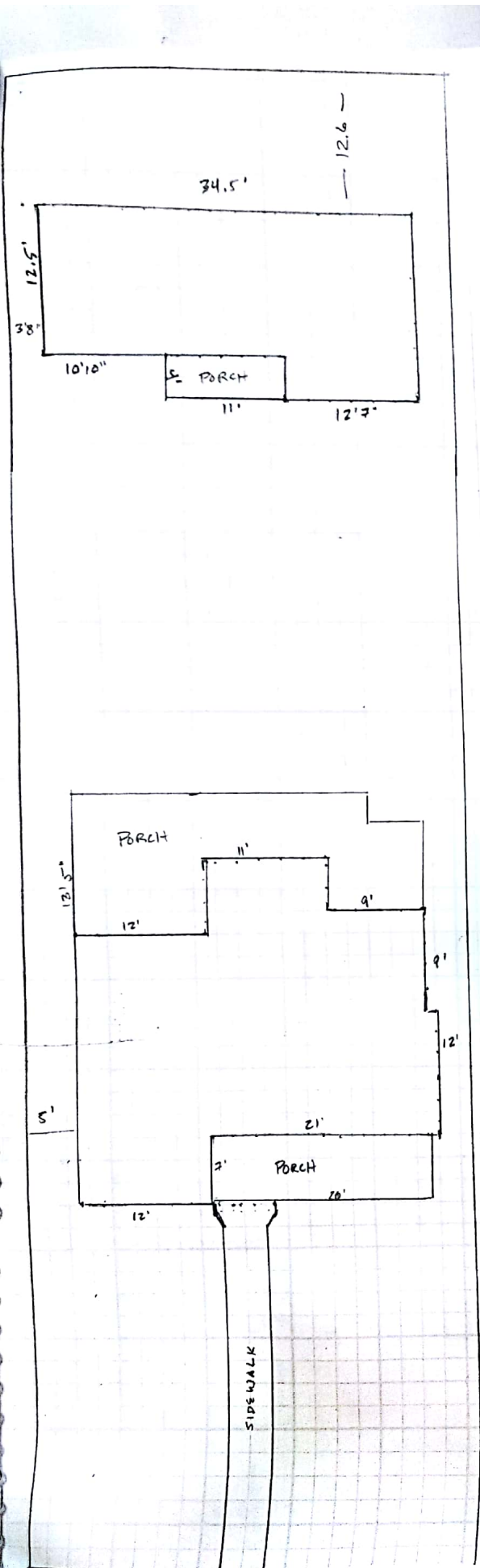
AFTER RECORDING, RETURN TO:

City of Austin
Development Services Department
P.O. Box 1088
Austin, Texas 78767

Project Name: _____

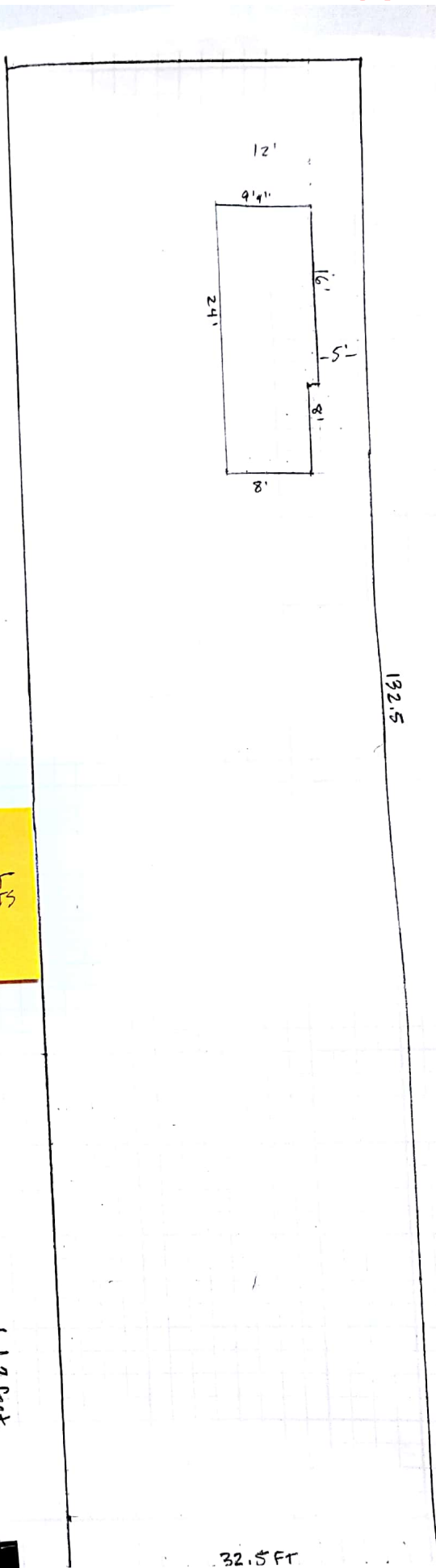
Attn: _____

Case No. _____



1304
← ADJACENT LOTS
→ 1310

H 2 feet



AE APPROVED
OCT 03 2019
JBD

SITE PLAN H
1310 WILLOW ST

INSURANCE

MAPS OF

AUSTIN TEXAS

VOLUME TWO

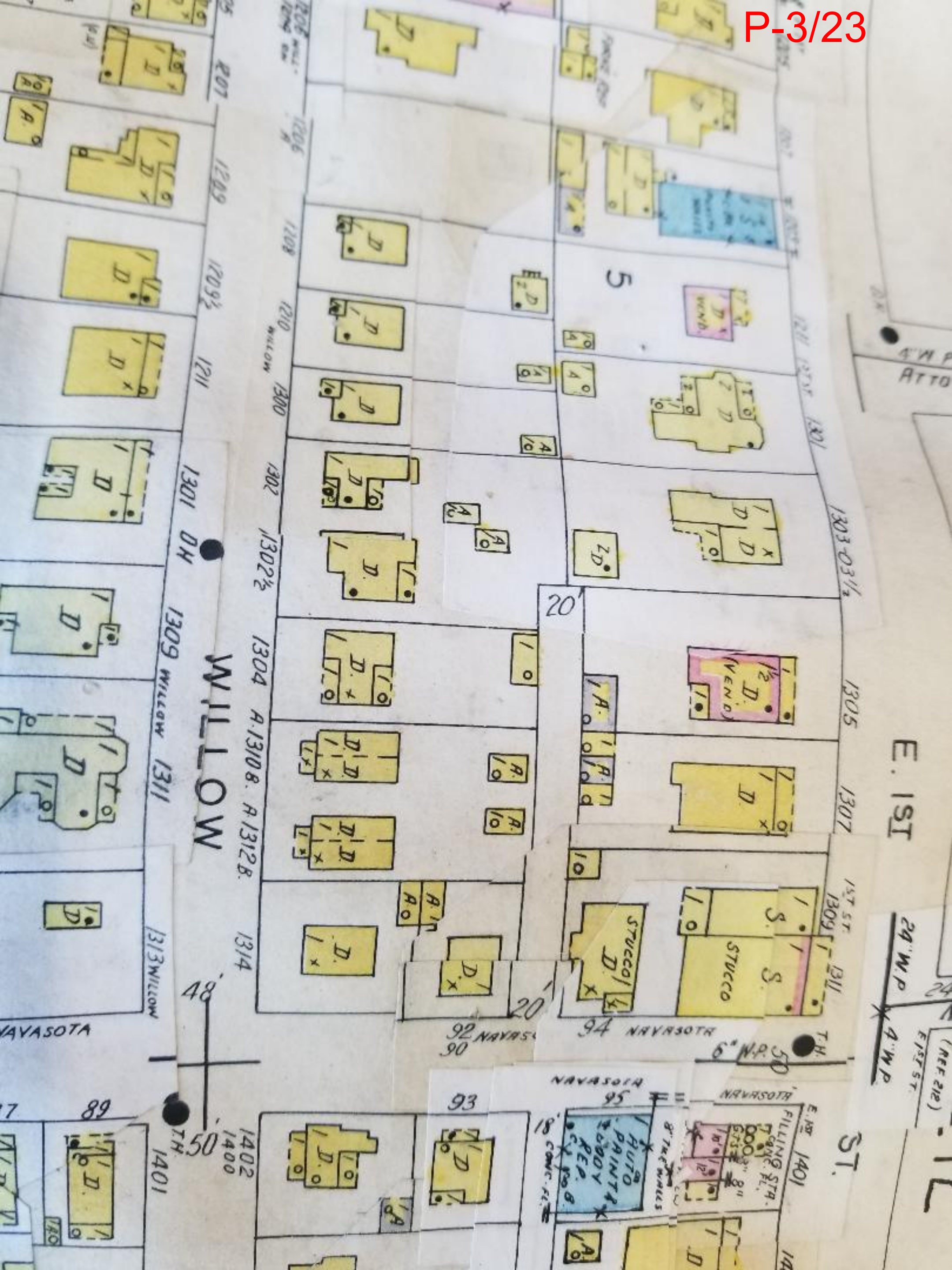
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NEW YORK

1935

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accuracy is not guaranteed.













To: Board of Adjustment, Elaine Ramirez
Cc: Austin Code Enforcement
Re: BoA case #c15-2019-0057 at 1304 Willow St.

October 3, 2019

Dear Board of Adjustment Members,

I serve as the East César Chavez Neighborhood Plan Contact Team's residential representative for Sector 7, the ECC sector in which Ms. Jennifer Conroy's property is located. **I write to support the requested variance at 1304 Willow St., case #c15-2019-0057.** The non-conforming structure in question was built prior to 1935; granting a variance to setback requirements at the side of Ms. Conroy's property line by grandfathering this structure will enable her to come into compliance with the city.

Two smaller structures sit in the back yard behind Ms. Conroy's principal structure, which is her homestead. The first is an ADU, which she seeks to use as a short-term rental (STR). The second is a detached structure that she rents to a long-term tenant. The second detached structure, which houses the long-term tenant, sits 3.5 feet from the side property line, violating setback requirements. The structure in question should be grandfathered, however; it is documented on a 1935 Sanborn map in its current location, and was built long before current setback requirements existed.

A similar variance was granted in 2017 for a property at 1303 Cesar Chavez St., adjacent to Ms. Conroy's rear property line. In that case, the BoA approved a 5-foot setback for new, two-story residential construction (the attached Sept. 7, 2017 Public Hearing Notice details the approved variance request).

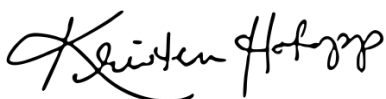
Importantly, Ms. Conroy needs to obtain a certificate of occupancy for her property in order to obtain an STR license and comply with the city's STR ordinance. Though she is making a good faith effort to obtain an STR license and come into compliance, however, Ms. Conroy cannot obtain a certificate of occupancy unless the variance is granted.

Aside from the permit situation (which she is making every effort to rectify), Ms. Conroy is a model STR operator. Her STR is well managed and integrates seamlessly into the neighborhood. Ms. Conroy lives on-site and is selective about her tenants, ensuring that they do not disrupt her neighbors' residential quality of life. Having lived next to two nuisance STR properties over the past few years, I can testify to the fact that such conscientiousness in STR operators is unfortunately not always the case. The City of Austin should support STR operators who, like Ms. Conroy, are good actors, when reasonable requests such as this arise.

It's also important to note that the long-term rental structure in need of a setback variance provides much needed housing. This is precisely the kind of residential density Austin hopes to provide for in the forthcoming code rewrite, which aims to produce additional housing capacity in the form of multiple units on one lot.

In sum, Ms. Conroy is making every effort to come into compliance, but is currently unable to obtain a certificate of occupancy through no fault of her own, but due to a non-conforming structure built prior to 1935. I urge you to grant her variance request that she may obtain the required STR license and continue to provide much-needed rental housing to her long-term tenant.

Sincerely,



Kristen Hotopp
1213 Garden St.
Sector 7 Residential Representative, East César Chavez Neighborhood Plan Contact Team



NOTICE OF PUBLIC HEARING **P-3/30** LAND DEVELOPMENT CODE VARIANCE

Este aviso es para informarle que hemos recibido una solicitud para una varianza dentro de una distancia de 500 pies de su propiedad. Si usted desea recibir información en español, por favor llame al (512) 974-2193.

Mailing Date: September 7, 2017

Case Number: C15-2017-0046

Please be advised that the City of Austin has received an application for a variance from the Land Development Code.

Applicant:	Richard Weiss, (512) 447-6806
Owner:	Same
Address:	1303 E CESAR CHAVEZ ST

Variance Request(s): The applicant has requested variance(s) from Article 10, Compatibility Standards Section 25-2-1062 (*Height Limitations and Setbacks for Small Sites*) (B) to:

- A. decrease the required setback from a property in an urban family residence (SF-5) or more restrictive zoning district or on which a use permitted in SF-5 or more restrictive zoning district is located from 18 feet (required) to 5 feet (requested) along the rear property line; and to
- B. decrease the required setback from a property in an urban family residence (SF-5) or more restrictive zoning district or on which a use permitted in SF-5 or more restrictive zoning district is located from 18 feet (required) to 5 feet (requested) along the rear and east property lines

in order to erect a new 2 story residence and reconstruct an existing 2 story residence in a "CS-MU-CO-NP", General Commercial Services – Mixed Use - Conditional Overlay – Neighborhood Plan zoning district. (East Cesar Chavez)

This application is scheduled to be heard by the **Board of Adjustment** on **September 18th, 2017**. The meeting will be held at **City Hall**, 1st Floor, 301 West 2nd Street beginning at **5:30 PM**.

You are being mailed this notice because City Ordinance requires that **all property owners and utility account holders within 500 feet of the proposed development** and affected neighborhood organizations **be notified** when an application is scheduled for a **public hearing**.

You are not required to respond to this notice, however if you have any questions concerning this application, please contact **Leane Heldenfels of the Development Services Department at 512-974-2202 or leana.heldenfels@austintexas.gov** and refer to the Case Number at the top right of this notice.

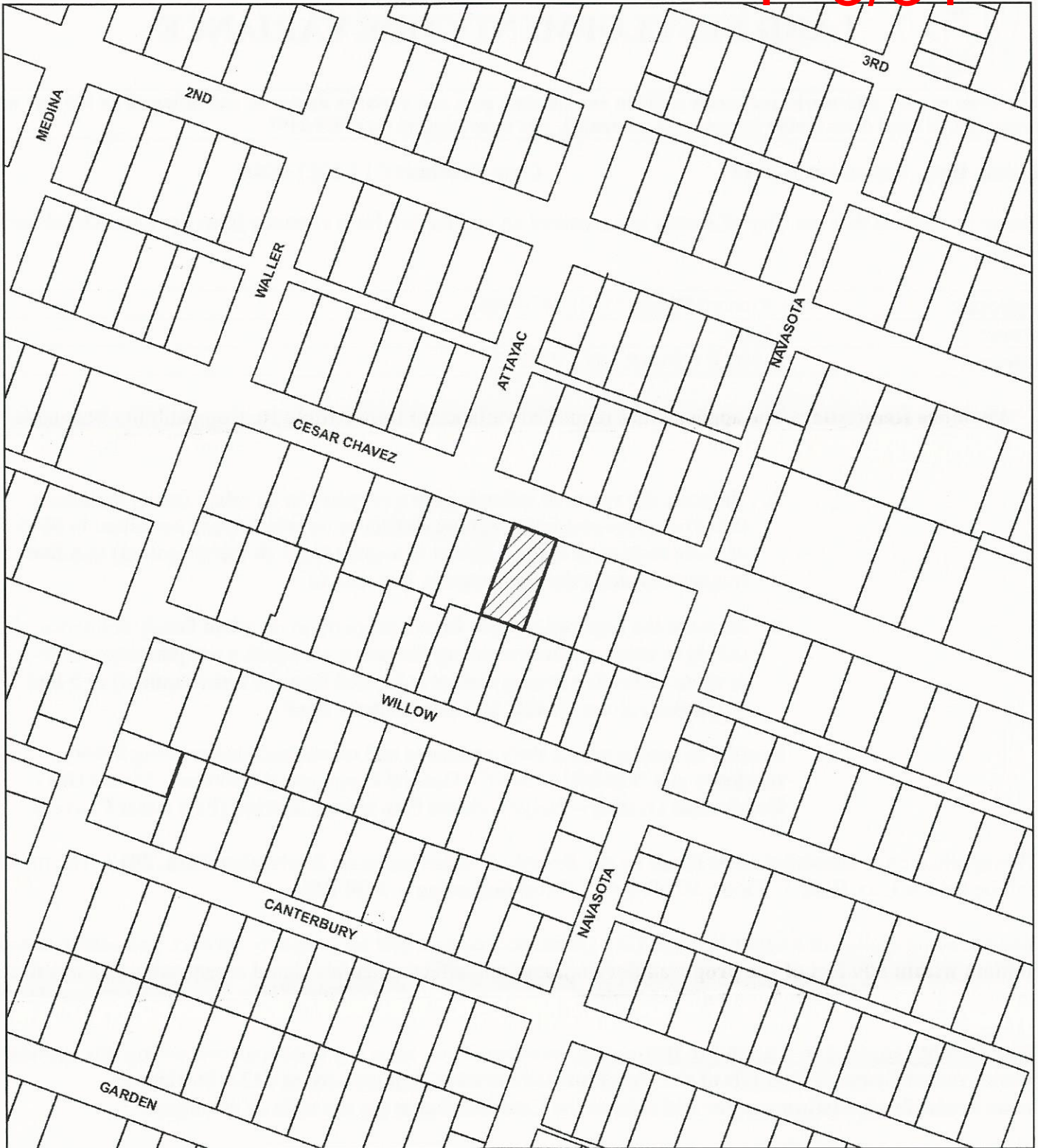
You may also find additional information that was submitted by the application on this case at the Public Search page of our website:




<https://www.austintexas.gov/devservices>

At this page click on Public Search, then input the case number or case address and click submit. Open the BA case and scroll down to attachments to find the information submitted.

If you do wish to respond to this notice please follow instructions provided on the following page.

For additional information on the City of Austin's land development process, please visit our web site **www.austintexas.gov/devservices**



-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

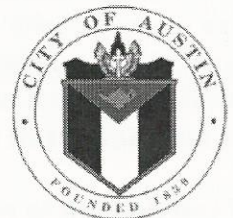
NOTIFICATIONS

CASE#: C15-2017-0046
LOCATION: 1303 E Cesar Chavez St.

1" = 167'

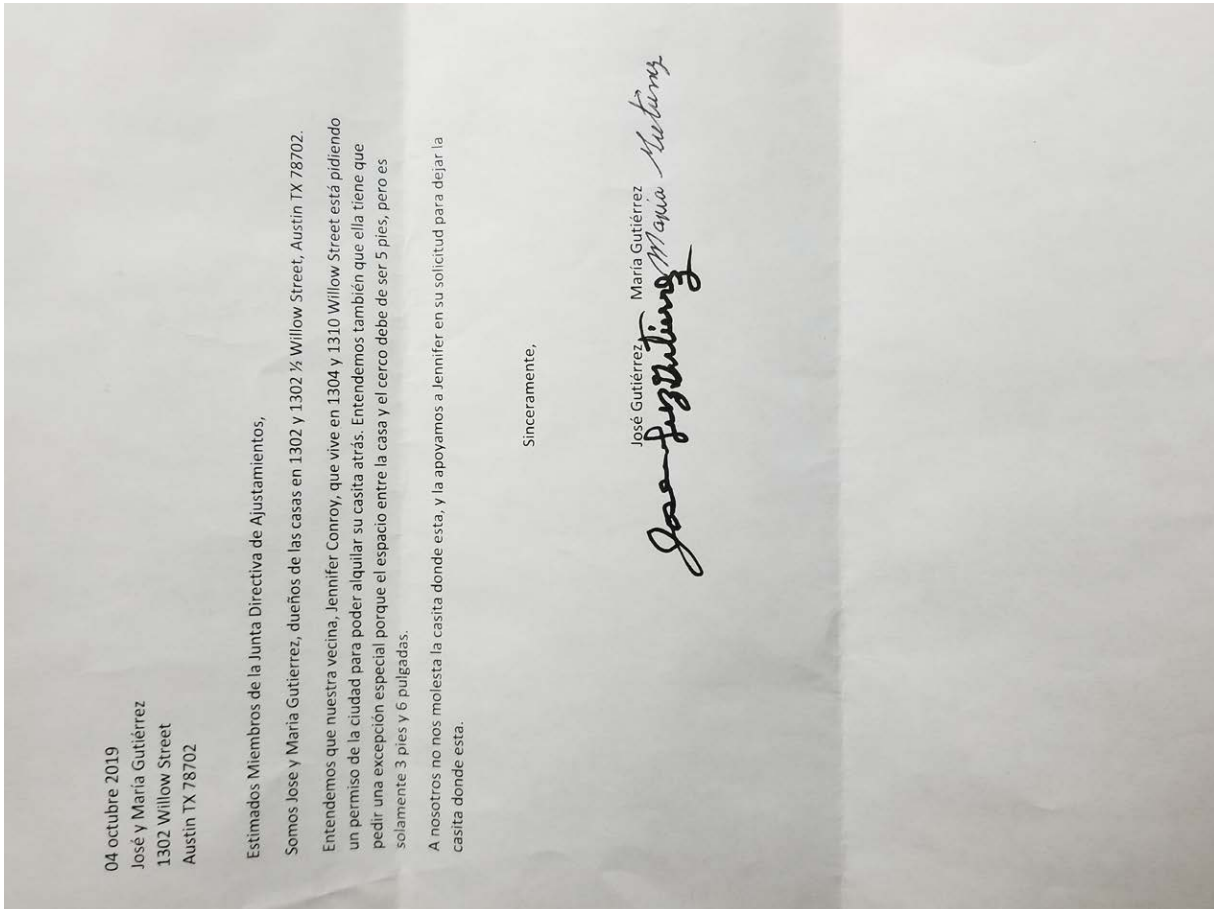
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



From: [REDACTED]
To: [Ramirez, Elaine](#)
Subject: 1304 and 1310 Willow St letter of support
Date: Friday, November 01, 2019 5:44:47 PM

*** External Email - Exercise Caution ***



[Sent from Yahoo Mail on Android](#)

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