

HISTORIC AND DESIGN REVIEW COMMISSION

April 03, 2024

HDRC CASE NO: 2024-090
ADDRESS: 120 E MAGNOLIA AVE
LEGAL DESCRIPTION: NCB 1704 BLK 12 LOT 6
ZONING: R-4 CD, H
CITY COUNCIL DIST.: 1
DISTRICT: Monte Vista Historic District
APPLICANT: Andres Flores/ANDRES & ANDRES INVESTMENTS LLC
OWNER: Andres Flores/ANDRES & ANDRES INVESTMENTS LLC
TYPE OF WORK: Demolition of a Landmark - rear accessory
APPLICATION RECEIVED: February 27, 2024
60-DAY REVIEW: April 27, 2024
CASE MANAGER: Rachel Rettaliata

REQUEST:

The applicant is requesting a Certificate of Appropriateness for approval to:

1. Demolish the existing rear accessory structure.
2. Install hardscaping in the rear yard for parking in the location of the rear accessory structure.

APPLICABLE CITATIONS:

Unified Development Code Sec. 35-614. - Demolition.

Demolition of a historic landmark constitutes an irreplaceable loss to the quality and character of the City of San Antonio. Accordingly, these procedures provide criteria to prevent unnecessary damage to the quality and character of the city's historic districts and character while, at the same time, balancing these interests against the property rights of landowners.

(a) Applicability. The provisions of this section apply to any application for demolition of a historic landmark (including those previously designated as historic exceptional or historic significant) or a historic district.

(1) Historic Landmark. No certificate shall be issued for demolition of a historic landmark unless the applicant provides sufficient evidence to support a finding by the commission of unreasonable economic hardship on the applicant. In the case of a historic landmark, if an applicant fails to prove unreasonable economic hardship, the applicant may provide to the historic and design review commission additional information regarding loss of significance as provided is subsection (c) in order to receive a historic and design review commission recommendation for a certificate for demolition.

(2) Entire Historic District. If the applicant wishes to demolish an entire designated historic district, the applicant must provide sufficient evidence to support a finding by the commission of economic hardship on the applicant if the application for a certificate is to be approved.

(3) Property Located in Historic District and Contributing to District Although Not Designated a Landmark. No certificate shall be issued for property located in a historic district and contributing to the district although not designated a landmark unless the applicant provides sufficient evidence to support a finding by the commission of unreasonable economic hardship on the applicant if the application for a certificate is disapproved. When an applicant fails to prove unreasonable economic hardship in such cases, the applicant may provide additional information regarding loss of significance as provided is subsection (c) in order to receive a certificate for demolition of the property.

(b) Unreasonable Economic Hardship.

(1) Generally. The historic and design review commission shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular landmark or eligible landmark against the special merit of the proposed replacement project. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate).

(2) Burden of Proof. The historic and design review commission shall not consider or be persuaded to find unreasonable economic hardship based on the presentation of circumstances or items that are not unique to the property in question (i.e., the current economic climate). When a claim of unreasonable economic hardship is made, the owner must provide sufficient evidence to support a finding by the commission that:

A. The owner cannot make reasonable beneficial use of or realize a reasonable rate of return on a structure or site, regardless of whether that return represents the most profitable return possible, unless the highly significant endangered, historic and cultural landmark, historic and cultural landmarks district or demolition delay designation, as applicable, is removed or the proposed demolition or relocation is allowed;

B. The structure and property cannot be reasonably adapted for any other feasible use, whether by the current owner or by a purchaser, which would result in a reasonable rate of return; and

C. The owner has failed to find a purchaser or tenant for the property during the previous two (2) years, despite having made substantial ongoing efforts during that period to do so. The evidence of unreasonable economic hardship introduced by the owner may, where applicable, include proof that the owner's affirmative obligations to maintain the structure or property make it impossible for the owner to realize a reasonable rate of return on the structure or property.

(3) Criteria. The public benefits obtained from retaining the cultural resource must be analyzed and duly considered by the historic and design review commission.

As evidence that an unreasonable economic hardship exists, the owner may submit the following information to the historic and design review commission by affidavit:

A. For all structures and property:

i. The past and current use of the structures and property;

ii. The name and legal status (e.g., partnership, corporation) of the owners;

iii. The original purchase price of the structures and property;

iv. The assessed value of the structures and property according to the two (2) most recent tax assessments;

v. The amount of real estate taxes on the structures and property for the previous two (2) years;

vi. The date of purchase or other acquisition of the structures and property;

vii. Principal balance and interest rate on current mortgage and the annual debt service on the structures and property, if any, for the previous two (2) years;

viii. All appraisals obtained by the owner or applicant within the previous two (2) years in connection with the owner's purchase, financing or ownership of the structures and property;

ix. Any listing of the structures and property for sale or rent, price asked and offers received;

x. Any consideration given by the owner to profitable adaptive uses for the structures and property;

xi. Any replacement construction plans for proposed improvements on the site;

xii. Financial proof of the owner's ability to complete any replacement project on the site, which may include but not be limited to a performance bond, a letter of credit, an irrevocable trust for completion of improvements, or a letter of commitment from a financial institution; and

xiii. The current fair market value of the structure and property as determined by a qualified appraiser.

xiv. Any property tax exemptions claimed in the past five (5) years.

B. For income producing structures and property:

i. Annual gross income from the structure and property for the previous two (2) years;

ii. Itemized operating and maintenance expenses for the previous two (2) years; and

iii. Annual cash flow, if any, for the previous two (2) years.

C. In the event that the historic and design review commission determines that any additional information described above is necessary in order to evaluate whether an unreasonable economic hardship exists, the historic and design review commission shall notify the owner. Failure by the owner to submit such information to the historic and design review commission within fifteen (15) days after receipt of such notice, which time may be extended by the historic and design review commission, may be grounds for denial of the owner's claim of unreasonable economic hardship.

D. Construction cost estimates for rehabilitation, restoration, or repair, which shall be broken out by design discipline and construction trade, and shall provide approximate quantities and prices for labor and materials. OHP shall review such estimates for completeness and accuracy, and shall retain outside consultants as needed to provide expert analysis to the HDRC.

When a low-income resident homeowner is unable to meet the requirements set forth in this section, then the historic and design review commission, at its own discretion, may waive some or all of the requested information and/or request substitute information that an indigent resident homeowner may obtain without incurring any costs. If the historic and design review commission cannot make a determination based on information submitted and an appraisal has not been provided, then the historic and design review commission may request that an appraisal be made by the city.

(c) Loss of Significance.

When an applicant fails to prove unreasonable economic hardship the applicant may provide to the historic and design review commission additional information which may show a loss of significance in regards to the subject of the application in order to receive historic and design review commission recommendation of approval of the demolition. If, based on the evidence presented, the historic and design review commission finds that the structure or property is no longer historically, culturally, architecturally or archeologically significant, it may make a recommendation for approval of the demolition. In making this determination, the historic and design review commission must find that the owner has provided sufficient evidence to support a finding by the commission that the structure or property has undergone significant and irreversible changes which have caused it to lose the historic, cultural, architectural or archeological significance, qualities or features which qualified the structure or property for such designation. Additionally, the historic and design review commission must find that such changes were not caused either directly or indirectly by the owner, and were not due to intentional or negligent destruction or a lack of maintenance rising to the level of a demolition by neglect.

The historic and design review commission shall not consider or be persuaded to find loss of significance based on the presentation of circumstances or items that are not unique to the property in question (i.e. the current economic climate).

For property located within a historic district, the historic and design review commission shall be guided in its decision by balancing the contribution of the property to the character of the historic district with the special merit of the proposed replacement project.

(d) Documentation and Strategy.

(1) Applicants that have received a recommendation for a certificate shall document buildings, objects, sites or structures which are intended to be demolished with 35mm slides or prints, preferably in black and white, and supply a set of slides or prints or provide a set of digital photographs in RGB color to the historic preservation officer. Digital photographs must have a minimum dimension of 3000 x 2000 pixels and resolution of 300 dpi.

(2) Applicants shall also prepare for the historic preservation officer a salvage strategy for reuse of building materials deemed valuable by the historic preservation officer for other preservation and restoration activities.

(3) Applicants that have received an approval of a certificate regarding demolition shall be permitted to receive a demolition permit without additional commission action on demolition, following the commission's recommendation of a certificate for new construction. Permits for demolition and construction shall be issued simultaneously if requirements of section 35-609, new construction, are met, and the property owner provides financial proof of his ability to complete the project.

(4) When the commission recommends approval of a certificate for buildings, objects, sites, structures designated as landmarks, or structures in historic districts, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Permits for parking lots shall not be issued, nor shall an applicant be allowed to operate a parking lot on such property, unless such parking lot plan was approved as a replacement element for the demolished object or structure.

(e) Issuance of Permit. When the commission recommends approval of a certificate regarding demolition of buildings, objects, sites, or structures in historic districts or historic landmarks, permits shall not be issued until all plans for the site have received approval from all appropriate city boards, commissions, departments and agencies. Once the replacement plans are approved a fee shall be assessed for the demolition based on the approved replacement plan square footage. The fee must be paid in full prior to issuance of any permits and shall be deposited into an account as directed by the historic preservation officer for the benefit, rehabilitation or acquisition of local historic resources. Fees shall be as follows and are in addition to any fees charged by planning and development services:

0—2,500 square feet = \$2,000.00

2,501—10,000 square feet = \$5,000.00

10,001—25,000 square feet = \$10,000.00

25,001—50,000 square feet = \$20,000.00

Over 50,000 square feet = \$30,000.00

NOTE: Refer to City Code Chapter 10, Subsection 10-119(o) regarding issuance of a permit.

(f) The historic preservation officer may approve applications for demolition permits for non-contributing minor outbuildings within a historic district such as carports, detached garages, sheds, and greenhouses determined by the historic preservation officer to not possess historical or architectural significance either as a stand-alone building or structure, or as part of a complex of buildings or structures on the site.

(Ord. No. 98697 § 6) (Ord. No. 2010-06-24-0616, § 2, 6-24-10) (Ord. No. 2014-04-10-0229, § 4, 4-10-14)(Ord. No. 2015-10-29-0921 , § 2, 10-29-15)(Ord. No. 2015-12-17-1077 , § 2, 12-17-15)

Historic Design Guidelines, Chapter 5, Guidelines for Site Elements

7. Off-Street Parking

A. LOCATION

- i. *Preferred location*—Place parking areas for non-residential and mixed-use structures at the rear of the site, behind primary structures to hide them from the public right-of-way. On corner lots, place parking areas behind the primary structure and set them back as far as possible from the side streets. Parking areas to the side of the primary structure are acceptable when location behind the structure is not feasible. See UDC Section 35-310 for district-specific standards.
- ii. *Front*—Do not add off-street parking areas within the front yard setback as to not disrupt the continuity of the streetscape.
- iii. *Access*—Design off-street parking areas to be accessed from alleys or secondary streets rather than from principal streets whenever possible.

B. DESIGN

- i. *Screening*—Screen off-street parking areas with a landscape buffer, wall, or ornamental fence two to four feet high—or a combination of these methods. Landscape buffers are preferred due to their ability to absorb carbon dioxide. See UDC Section 35-510 for buffer requirements.
- ii. *Materials*—Use permeable parking surfaces when possible to reduce run-off and flooding. See UDC Section 35-526(j) for specific standards.
- iii. *Parking structures*—Design new parking structures to be similar in scale, materials, and rhythm of the surrounding historic district when new parking structures are necessary.

FINDINGS:

- a. The primary structure at 120 E Magnolia is a 2-story, single-family residence constructed circa 1910. The structure features a cross gable composition shingle roof configuration, a deep-set front porch with square column supports, an enclosed second-story porch, wood cladding, and one-over-one wood windows. The structure first appears on the 1912 Sanborn Map. The existing rear accessory structure does not appear on the Sanborn Maps until 1931 in the same footprint and location. The property is contributing to the Monte Vista Historic District.
- b. COMPLIANCE – Staff received a report on February 22, 2024, of possible demolition to the rear accessory structure at 120 E Magnolia. Staff reached out to the property owner on February 22, 2024, and the property owner confirmed that the rear accessory structure had been fully demolished and the material had been disposed of due to excessive storm damage, extreme termite damage, the collapse of the rafters and roof, and due to the lack of floor plates and foundation deterioration. Staff issued a Stop Work Order on February 22, 2024, and the applicant submitted an application on February 28, 2024. A \$500 post-work application fee has been assessed.
- c. DEMOLITION OF REAR ACCESSORY STRUCTURE – The applicant is requesting approval for the demolition of the rear accessory structure only. In general, accessory structures contribute to the character of historic properties and the historical development pattern within a historic district.
- d. CONTRIBUTING STATUS – The structure is a 1-story structure that first appears on the Sanborn Fire Insurance Maps in 1931 in the same footprint, location, and configuration. Rear accessory structures are shown on the 1912 Sanborn Map, but do not match the footprint or location of the existing structure. The photos submitted indicate that the structure shows signs of severe deterioration. The cladding elements have experienced significant deterioration, the roof features multiple openings, the support elements are water damaged and show signs of rot, and the structure has sunken into the soil due to the lack of a foundation. While staff finds that the structure has significantly deteriorated, the structure is contributing to the district.
- e. UNREASONABLE ECONOMIC HARDSHIP – In accordance with UDC Section 35-616, no certificate shall be issued for demolition of a historic landmark unless the applicant provides sufficient evidence to support a finding by the commission of unreasonable economic hardship on the applicant. In the case of a historic

landmark, if an applicant fails to prove unreasonable economic hardship, the applicant may provide to the Historic and Design Review Commission additional information regarding loss of significance. In order to unreasonable economic hardship to be met, the owner must provide sufficient evidence for the HDRC to support a finding in favor of demolition. In the submitted application, the applicant has indicated that the structure collapsed following a storm and poses a safety and health hazard due to compromised structural integrity. The applicant has provided cost estimates for repair and rehabilitation and for demolition. The submitted cost estimates show that the cost for demolition is \$7,500 and the estimated cost for the rehabilitation of the structure is \$67,500. Staff finds that evidence for UDC Section 35-614(b) has been met based on the documentation provided.

- f. **LOSS OF SIGNIFICANCE** – In accordance with UDC Section 35-614(c), demolition may be recommended if the owner has provided sufficient evidence to support a finding that the structure has undergone significant and irreversible changes which have caused it to lose historic, cultural, architectural or archaeological significance, qualities or features which qualified the structure or property for such designation. Staff finds that a loss of significance may have occurred due to the damage to the structure, apparent alterations over time, and the substantial deterioration of original materials.
- g. **REPLACEMENT PLANS** – The applicant is not requesting to construct a replacement structure at this time. The applicant has proposed to install 1,200 square feet of hardscaping in the rear yard for parking. The total lot coverage with the proposed hardscaping would be 72 percent. Guideline 7.B.ii for Site Elements states that permeable paving surfaces should be used when possible to reduce run-off and flooding. While the existing rear accessory structure is contributing to the district and is representative of historical development patterns within the historic district, due to the condition of the existing structure, staff finds the proposal appropriate but finds that the applicant should mitigate and reduce an increase in run-off and flooding that may result from the increase in hardscaping on the property with the installation of permeable surfacing in lieu of hardscaping, and that landscaping beds and greenspace should be introduced in the footprint and location of the previously existing rear accessory structure, which was approximately 600 square feet.

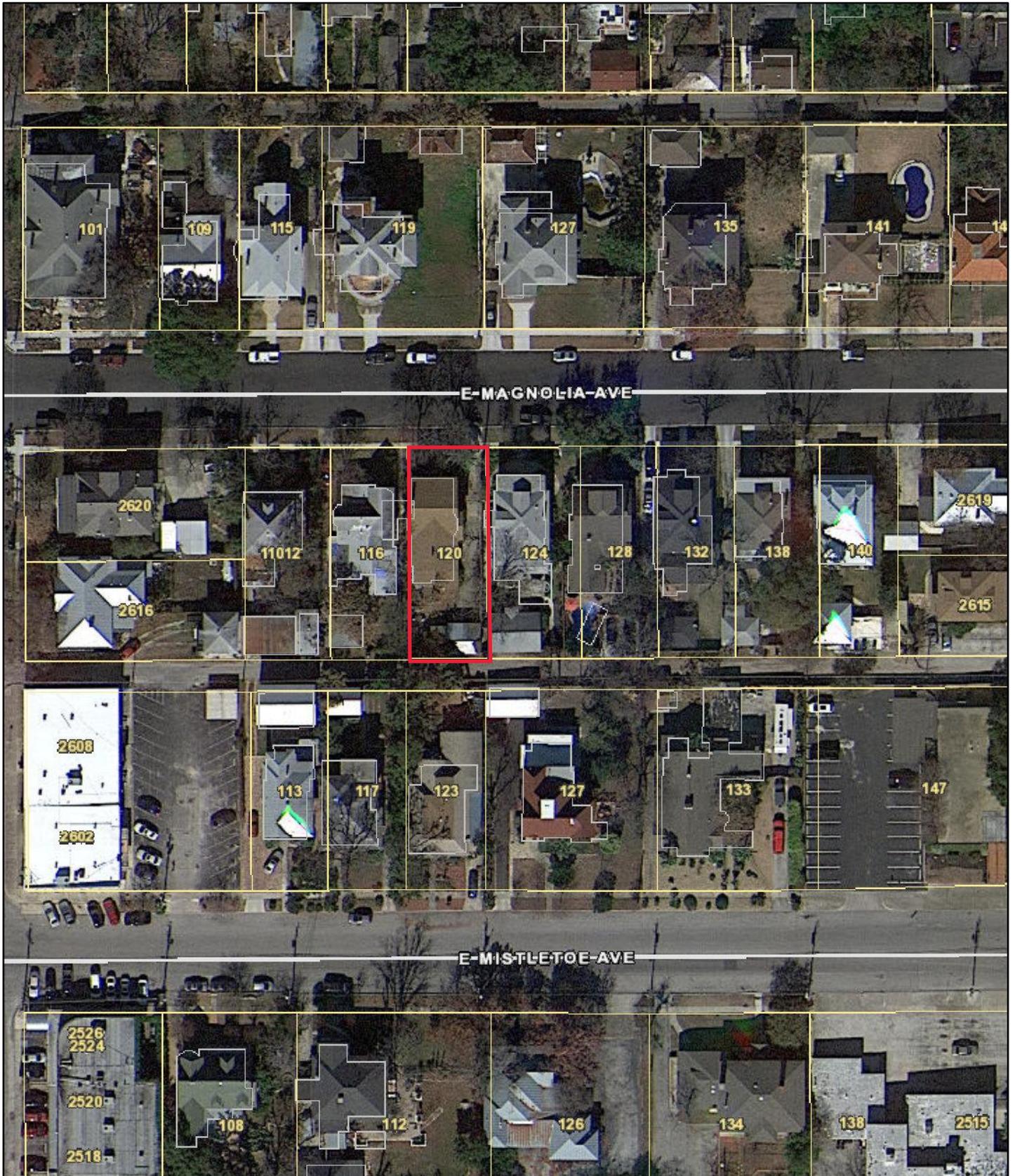
RECOMMENDATION:

Item 1, staff recommends approval of the demolition of the rear accessory structure based on findings a through f.

Item 2, staff recommends approval of the installation of a parking area at the rear of the property based on finding g with the following stipulations:

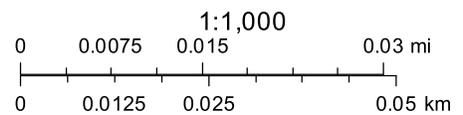
- i. That the applicant mitigates or reduces run-off and flooding that may result from the increase in hardscaping on the property with the installation of permeable surfacing in lieu of hardscaping at the rear. The applicant is required to submit material specifications for the permeable surfacing to staff for review and approval prior to the issuance of a Certificate of Appropriateness.
- ii. That the applicant introduces landscaping beds and greenspace in the footprint and location of the previously existing rear accessory structure, which was approximately 600 square feet. The applicant is required to submit and updated site plan to staff for review and approval prior to the issuance of a Certificate of Appropriateness.

City of San Antonio One Stop



March 29, 2024

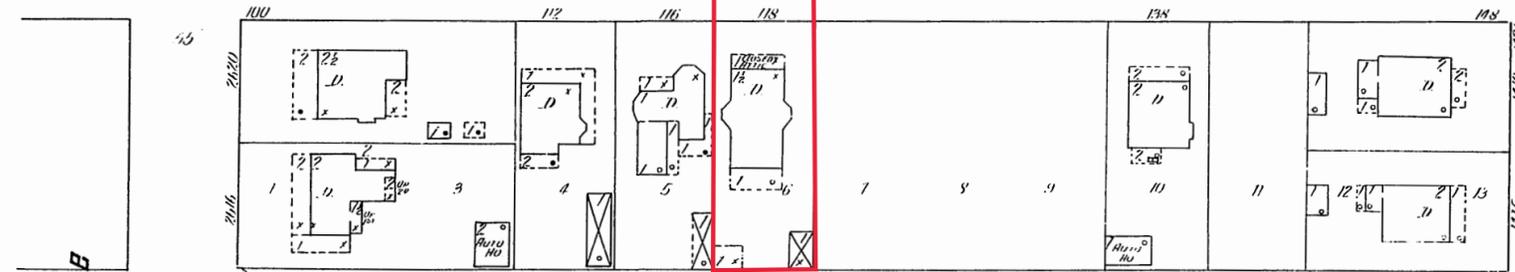
— User drawn lines



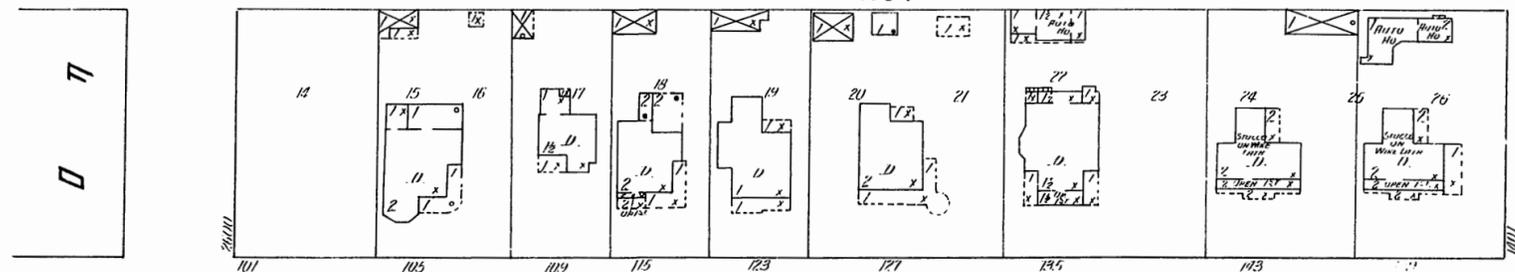
203

San Antonio, Vol. 2.
204

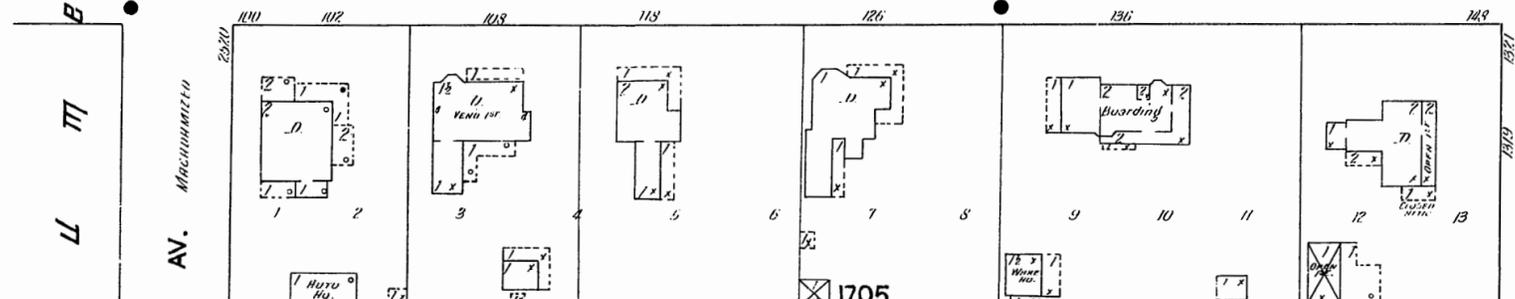
E. MAGNOLIA AV. Macadamized



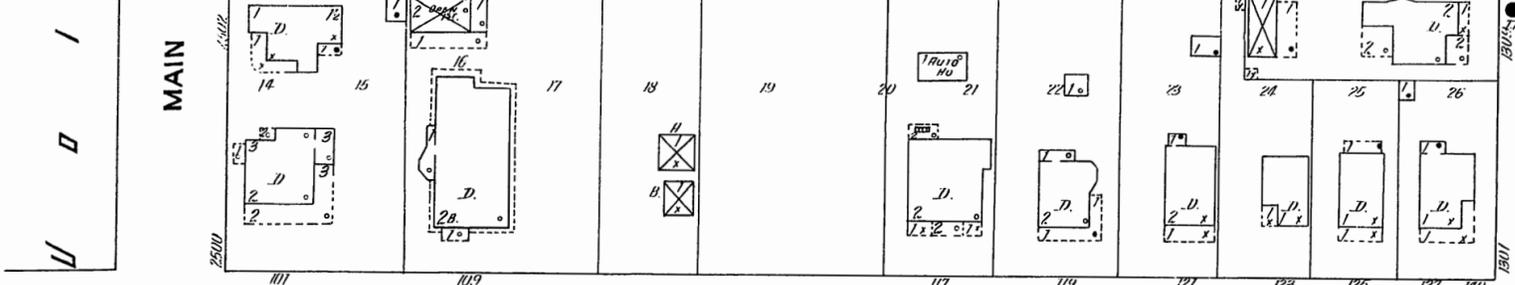
1704



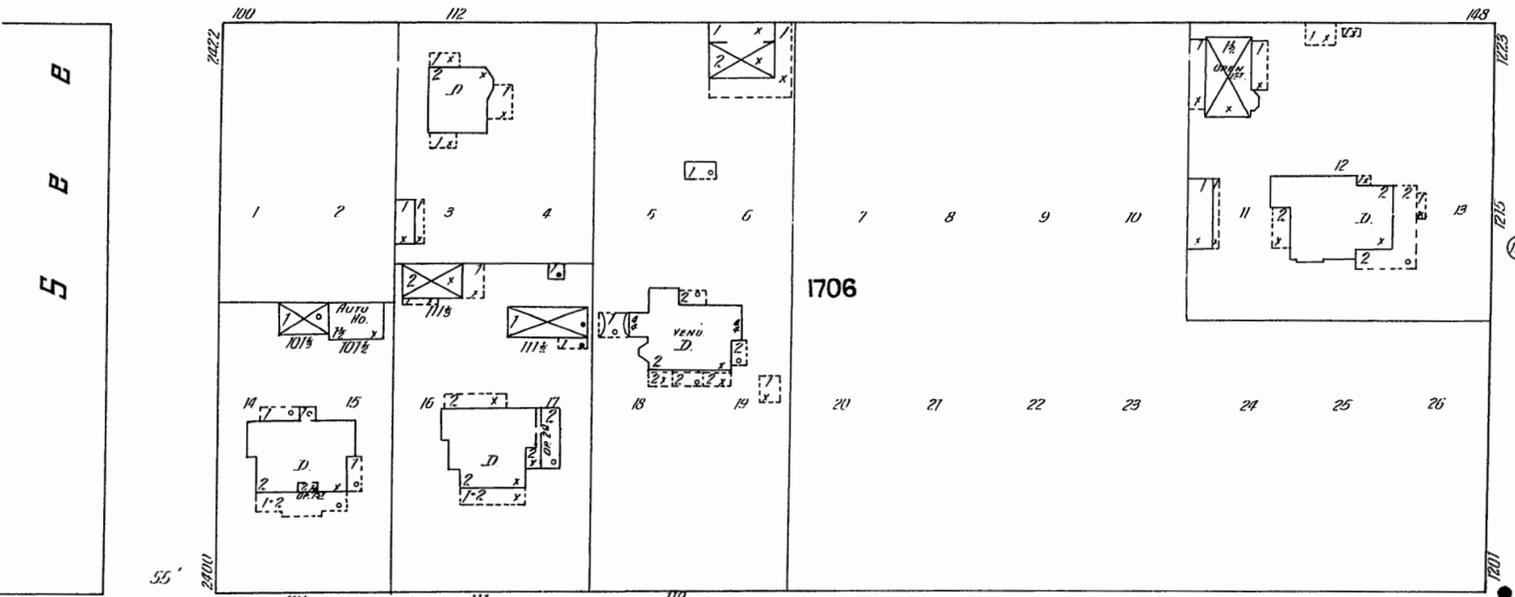
E. MISTLETOE AV. Macadamized



1705

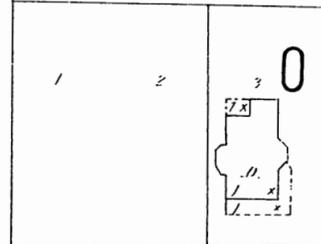
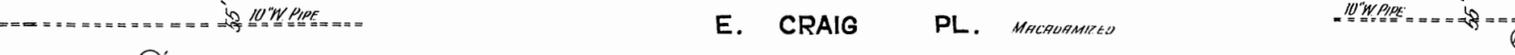


E. WOODLAWN AV. Macadamized

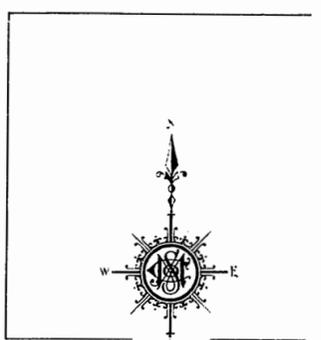


1706

E. CRAIG PL. Macadamized



RURAL AV. Not Paved



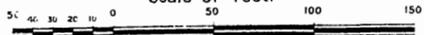
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BROAD AV.



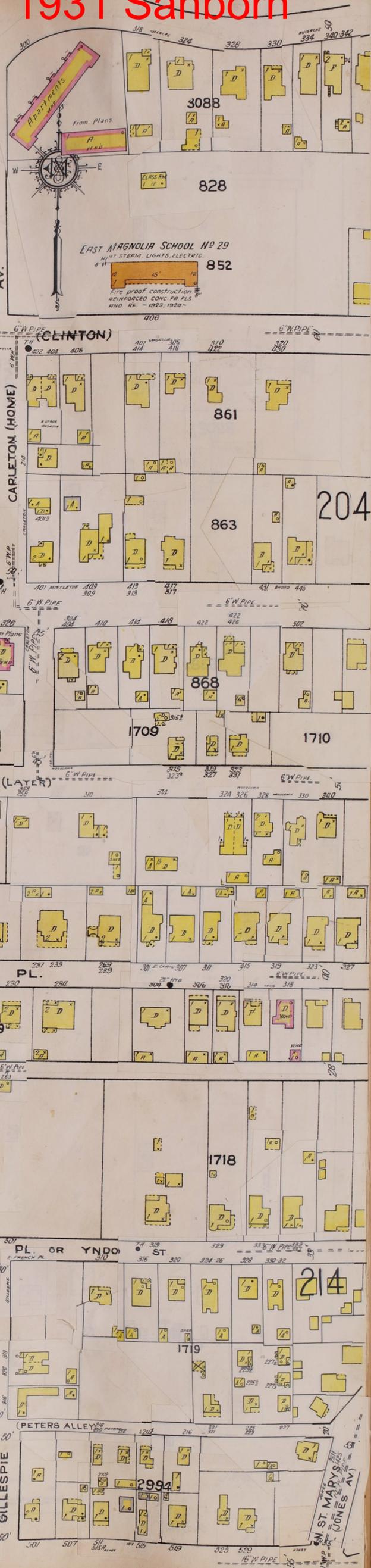
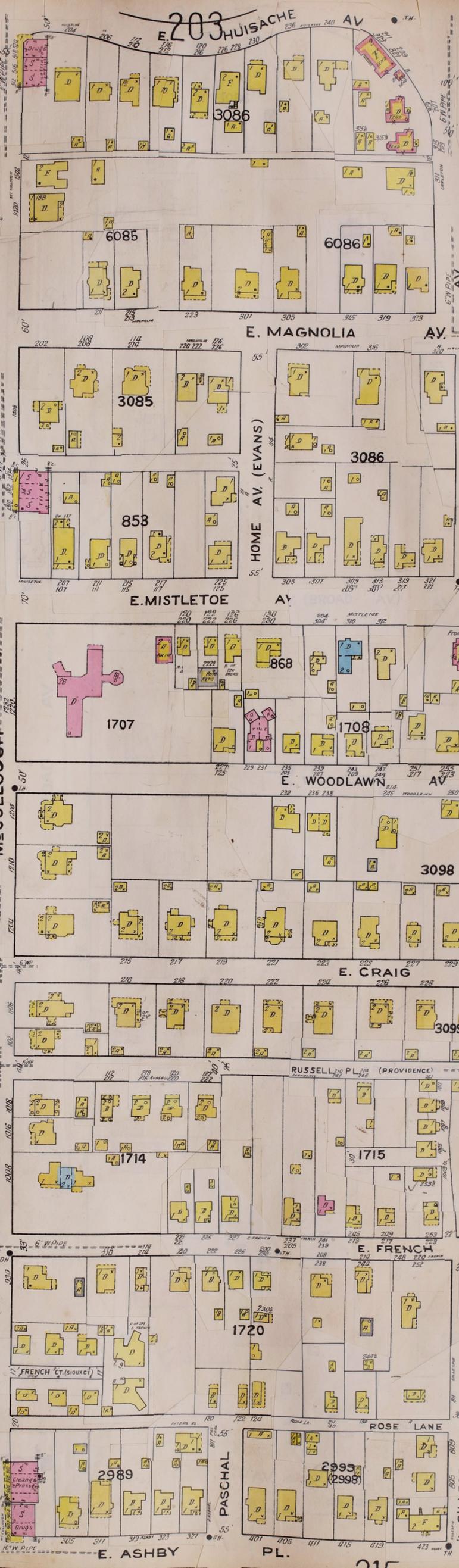
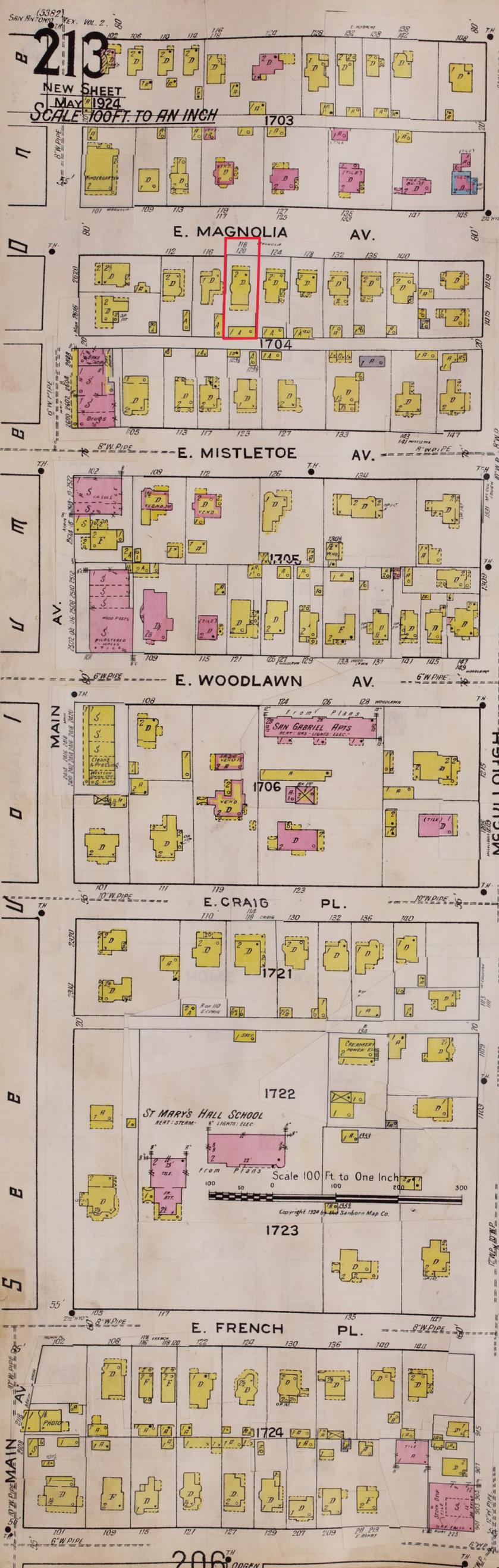
LAYER ST.

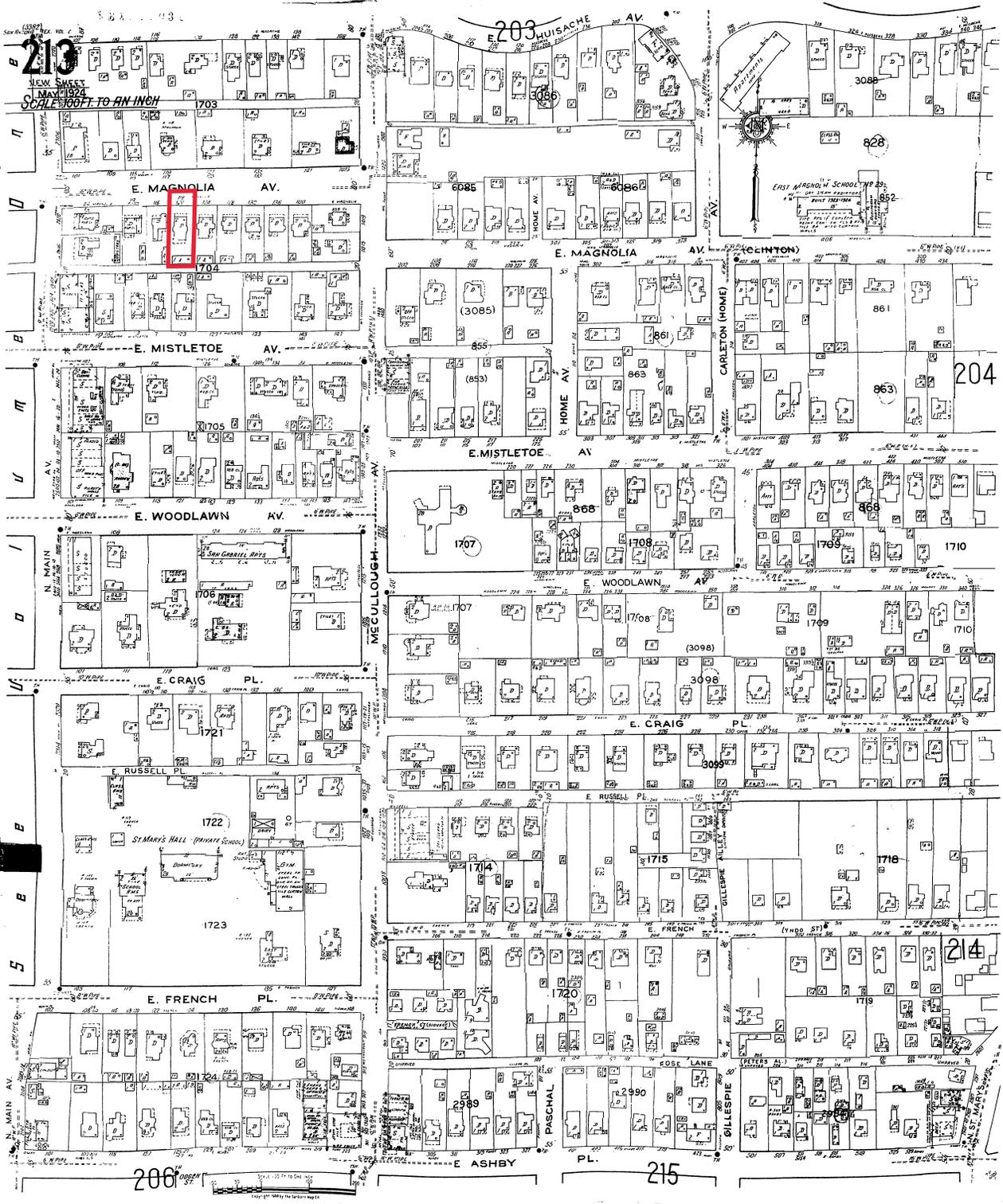
Scale of Feet.



205

50
5/16





210

215

SCALE 100 FT. TO AN INCH



120

4:44

1:31



59

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San An































GLC CONSTRUCTION & REALTY, LLC
REGISTRATION NO. H930337
BUILDING & REMODELING CONTRACTOR
SAN ANTONIO, TX
(830) 708-2967

PROJECT PROPOSAL

PROPOSAL SUBMITTED TO Address & Andres		TODAY'S DATE 03/06/2024	JOB NAME
ADDRESS 120 E. Magnolia, San Antonio, TX		CITY San Antonio	STATE/ZIP TX
CELL NUMBER	HOME PHONE NO.	EMAIL ADDRESS	

DEMOLITION AND REMODEL OF UNATTACHED GARAGE

1. Remove all damaged exterior and interior wall coverings
2. Inspect damaged framing and remove all deteriorated materials, including **termite** damaged materials
3. Repair and reconstruct concrete foundation
4. Reconstruct frame walls where required
5. Reconstruct all interior and exterior wall structures as necessary
6. Repair damaged ceiling rafters and joists
7. Install new windows
8. Installation of new exterior siding
9. Install new 2 exterior doors
10. Installation of new asphalt roofing shingles
11. Remove existing plumbing, reinstall all new plumbing and accessories
12. Remove existing electrical, reinstall all new electrical
13. Installation of new air conditioner system
14. Installation of 2 interior doors
15. Installation of insulation, drywall, tape, float and paint
16. Installation of new flooring
17. Improve surrounding ground surface

TOTAL DEMOLITION COSTS: \$7,500.00

A DEPOSIT OF \$ 0 WILL BE DUE FOR MATERIALS AND MOBILIZATION UPON ACCEPTANCE OF PROPOSAL

PAYMENTS WILL BE DUE IN ACCORDANCE WIT AN AGREED COMPLETION/DRAW SCHEDULE
 NO CHANGE ORDERS OR SUBSTITUTIONS WILL BE MADE, VERBAL OR OTHERWISE, WITHOUT PRIOR WRITTEN AND SIGNED AGREEMENT BETWEEN OWNER AND TX CONTRACTORS

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

Sixty seven thousand five hundred dollars

\$67,500.00

Payable to: TEXAS CONTRACTORS & ASSOCIATES LLC

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our contractors are fully insured and registered with local developmental services departments. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

**NOTE: This proposal may be withdrawn by us if
not accepted within 30 days.**

Authorized Signature George Castillo

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____

Customer Signature _____

Date of Acceptance _____

Remodel Unattached Garage in compliance with Historical District requirements

1. Remove all damaged exterior and interior wall coverings
2. Inspect damaged framing and remove all deteriorated materials, including termite damaged materials
3. Repair and reconstruct concrete foundation
4. Reconstruct frame walls where required
5. Reconstruct all interior and exterior wall structures as necessary
6. Repair damaged ceiling rafters and joists
7. Install new windows
8. Installation of new exterior siding
9. Install new 2 exterior doors
10. Installation of new asphalt roofing shingles
11. Remove existing plumbing, reinstall all new plumbing and accessories
12. Remove existing electrical, reinstall all new electrical
13. Installation of new air conditioner system
14. Installation of 2 interior doors
15. Installation of insulation, drywall, tape, float and paint
16. Installation of new flooring
17. Improve surrounding ground surface

TOTAL REMODEL COST: \$60,000.00

TOTAL PROJECT ESTIMATED COST: \$67,500.00

**Customer will provide all unforeseen material and labor costs.

1. Term of agreement The Client hereby agrees to engage the Contractor to provide the Client with services consisting of repairs, replacement, remodeling, or construction and any construction that both parties agree too.
2. In the event that either party wishes to terminate this agreement, that party will be required to provide notice to the other party with in ten (10) days of the date of signing of this agreement In writing.
3. The client agrees to pay for services rendered by the Contractor as required according to the restoration agreement. No implied scope will be considered and all work must be in writing so that both parties is fully aware of the scope of work that is to be performed by the contractor.
4. The Scope of Work to be performed by the Contractor and final price for said work is to be determined upon the final inspection by owner and Contractor.
5. The client understands that there is a requirement of a deposit before the work is started.
6. The Client understands that they will not seek the services of another Contractor; hire another contractor to complete the work to be performed; or refuse to allow TX Contractors & Associates LLC to perform the services. The Client agrees to reimburse the Contractor for any loss Incurred by the Contractor.
7. In the Event a dispute arises out of or in connection with the roof work and or this agreement, the parties will attempt to resolve the dispute through Arbitration. Home owners agrees to allow TX Contractors & Associates LLC to correct any deficiencies that may occur before consulting there agent or a lawyer. if a lawyer is consulted then they are willing to pay for TX Contractors & Associates LLC and constructions lawyers as well.
8. Client understands that the Contractor will not be held liable for delays created by sub-contractors that is beyond Contractors' control.
9. It is the intention of the parties to this Agreement that this Agreement and performance under this Agreement, all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.
10. The Contractor shall not be liable for Failure or performance issues due to bad weather, extremely steep roofs with Pitch's over 8/12 or Labor controversies, strikes, fires, and the inability to obtain materials from usual sources, or any other circumstances beyond the control of the Contractor whether of similar or dissimilar nature.
11. If TX Contractors & Associates LLC must return or reorder material because of cancellation by client then there is a 15% restocking fee Paid by client. The Contractor has the right to order 5% material above the original amount to complete the restoration agreement, at no cost to the client. TX Contractors & Associates LLC is allowed to return any excess material that was delivered for that agreement.
12. The client agrees to allow TX Contractors & Associates LLC to complete the restoration agreement or agrees to pay Contractor 20% of the revised Replacement Cost Value amount not as a penalty, and the Contractor agrees to accept said amount as reasonable and just compensation for said cancellation of the restoration agreement. TXC will only exercise the 20% liquid damages clause if the Contractor fulfilled his obligation to the client.
13. The client understands that TX Contractors & Associates LLC's sub-contractors will be responsible for work hours between 9 a.m. to 6 p.m. daily, Monday through Friday. Weekends are optional and any agreement to work on weekends or different hours stated herein will be made in writing and signed by all parties.

Customer Signature _____

Date _____

REPLACEMENT PLAN/SKETCH

This plan/project includes the demolition of the current garage structure and installation of a parking lot.

