

# HISTORIC AND DESIGN REVIEW COMMISSION

May 01, 2024

**HDRC CASE NO:** 2024-166  
**ADDRESS:** 303 LEIGH ST  
**LEGAL DESCRIPTION:** NCB 721 BLK 3 LOT S 80.04FT OF 1  
**ZONING:** RM-4, H  
**CITY COUNCIL DIST.:** 1  
**DISTRICT:** Lavaca Historic District  
**APPLICANT:** Ellen Pitluk  
**OWNER:** Ellen Pitluk  
**TYPE OF WORK:** Historic Tax Certification  
**APPLICATION RECEIVED:** April 22, 2024  
**60-DAY REVIEW:** June 3, 2024  
**CASE MANAGER:** Rachel Rettaliata

## REQUEST:

The applicant is requesting Historic Tax Certification for the property at 303 Leigh.

## APPLICABLE CITATIONS:

*UDC Section 35-618. Tax Exemption Qualification.*

(d)Certification.

(1)Historic and Design Review Commission Certification. Upon receipt of the owner's sworn application the historic and design review commission shall make an investigation of the property and shall certify the facts to the city tax assessor-collector within thirty (30) days along with the historic and design review commission's documentation for recommendation of either approval or disapproval of the application for exemption.

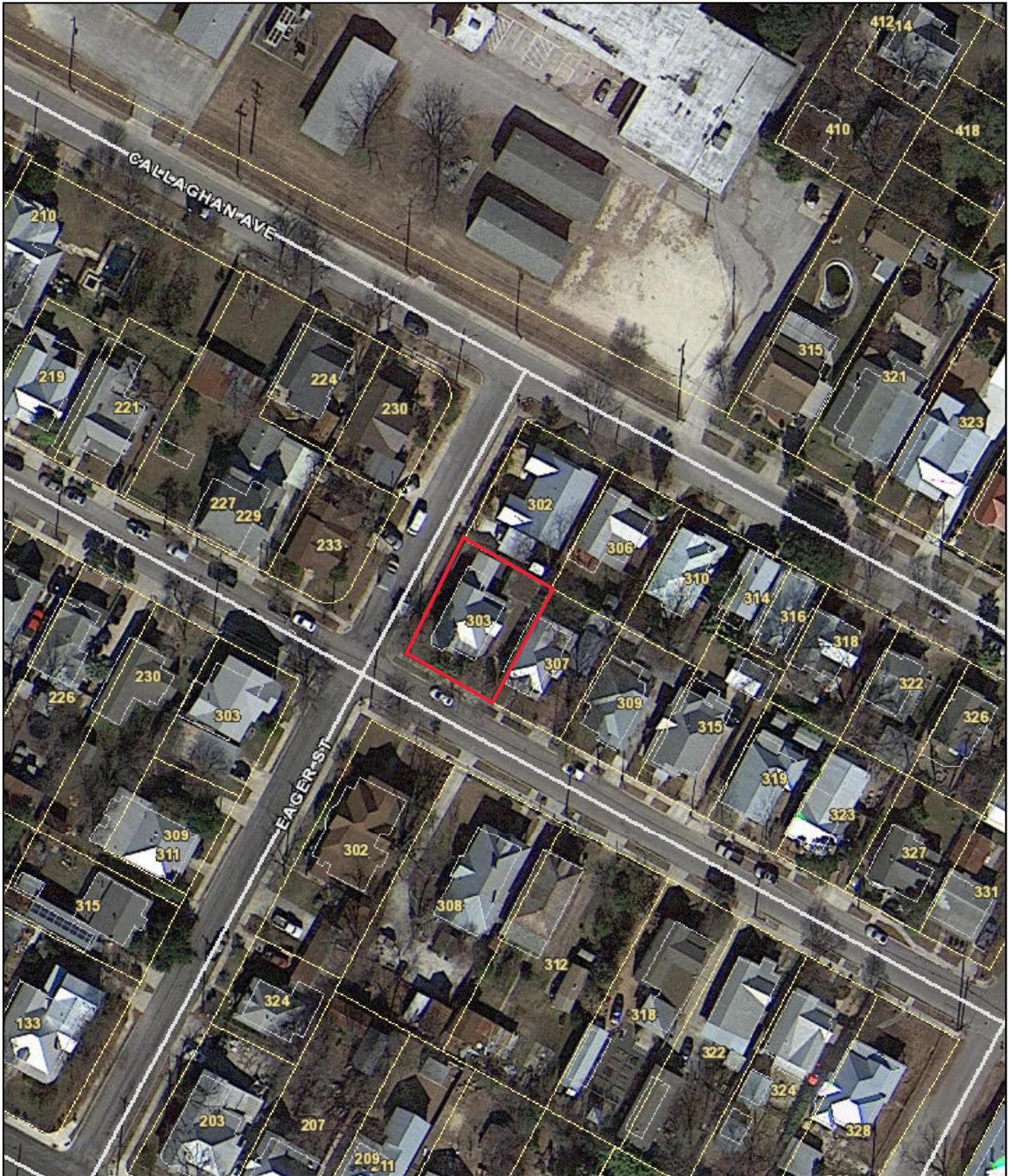
## FINDINGS:

- a. The primary structure located at 303 Leigh is a 1-story, single-family residence constructed circa 1910 in the Folk Victorian style. The structure first appears on the 1912 Sanborn Map. The house features a pyramidal standing seam metal roof with front, rear, and side gables, a projecting front window bay beneath the front gable, an asymmetrical front porch with turned columns, wood siding, and divided lite and one-over-one wood windows. The property is contributing to the Lavaca Historic District. The applicant is requesting Historic Tax Certification.
- b. The scope of work includes foundation repair, windowsill repair, wood siding repair, and water damage repairs. Certificates of Appropriateness are required for all exterior scopes of work.
- c. The applicant has met all the requirements for Historic Tax Certification outlined in UDC Section 35-618 and has provided evidence to that effect to the Historic Preservation Officer. To qualify for the Substantial Rehabilitation Tax Incentive the owner must pursue Historic Tax Verification once the rehabilitation work is complete. Any violations on the property may disqualify the property from participation in the program.

## RECOMMENDATION:

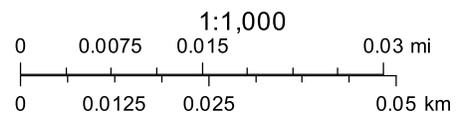
Staff recommends approval based on findings a through c.

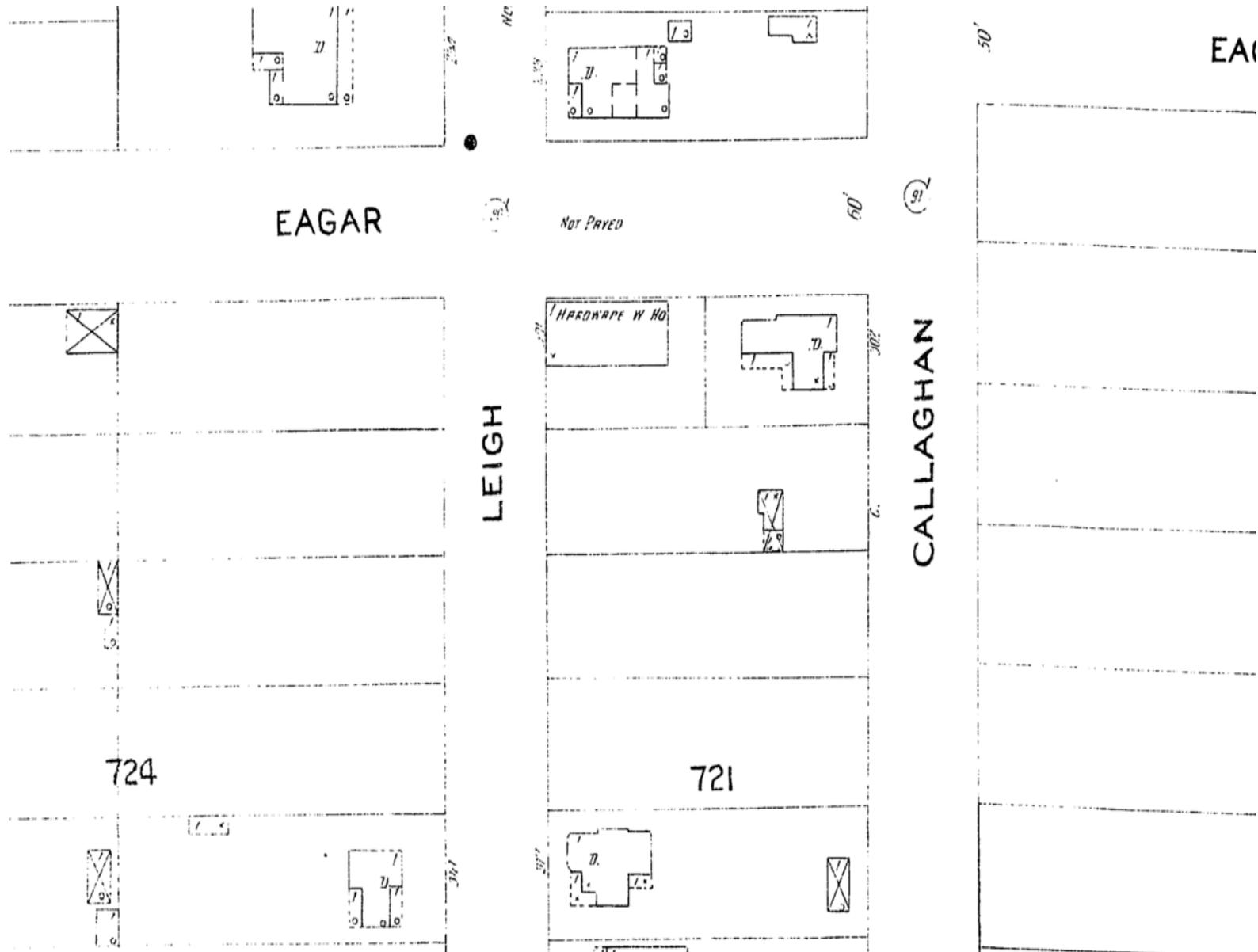
# City of San Antonio One Stop



April 22, 2024

— User drawn lines





249

250

249

250

CAMARGO  
251

253

2

257

JENNER MFG CO.  
2 ROOMS: ELEC.  
MINT. CHEMISTRY  
NO FINE APP.

REFUGIO

BARRERA

886

APPLE  
NOT PAVED

EAGER

926

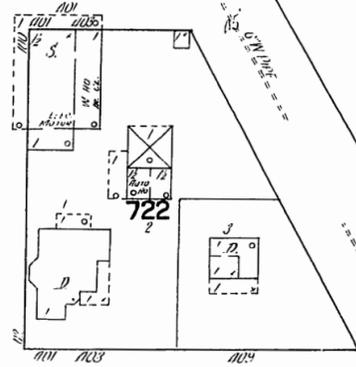
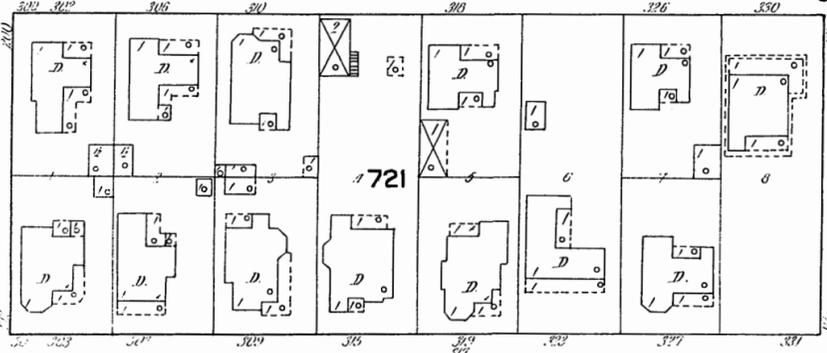
LABOR

BARRERA

957

CALLAGHAN AV.

CALLAGHAN AV. NOT PAVED



LEIGH

EAGER

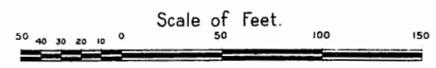
724

RIDDLE

LABOR

725

DEVINE





303

SOLD









1



Replace this window sill.  
I am worried anout it  
rotting. (exterior kitchen)



2

Repair wood/siding at right elevation where separating. (exterior of master bath)

2

Close up of wood siding caused by foundation problems (exterior master bath)



View of where wall is separating and daylight comes into the bathroom!  
(interior master bath)

2



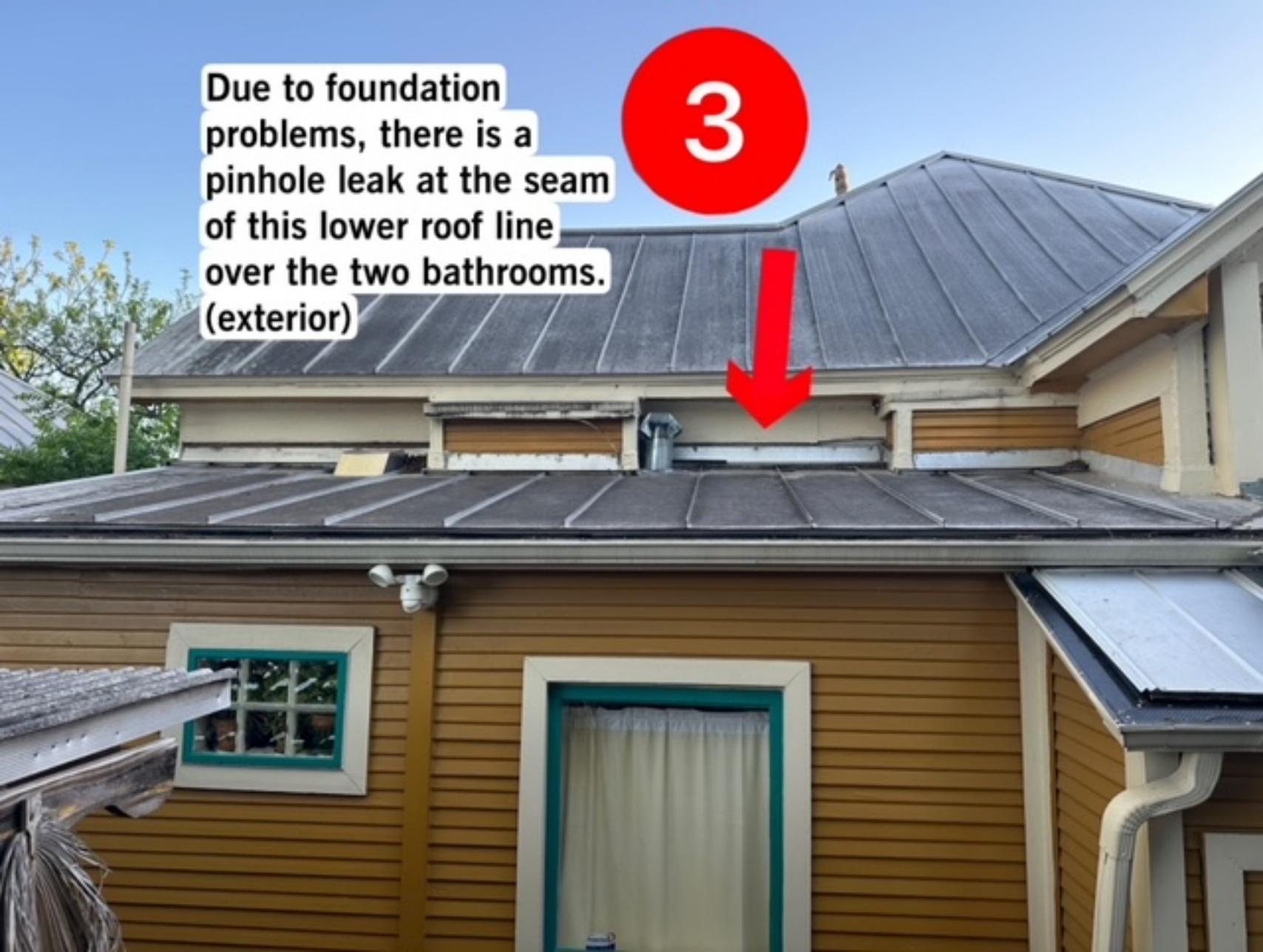
**2**

**View of master bath with lights on. It is harder to see the daylight coming in with the lights on.  
(interior)**



**Due to foundation problems, there is a pinhole leak at the seam of this lower roof line over the two bathrooms. (exterior)**

**3**





**3**

**Water stain from pinhole  
leak over laundry closet  
adjacent to guest  
bathroom (interior)**



3

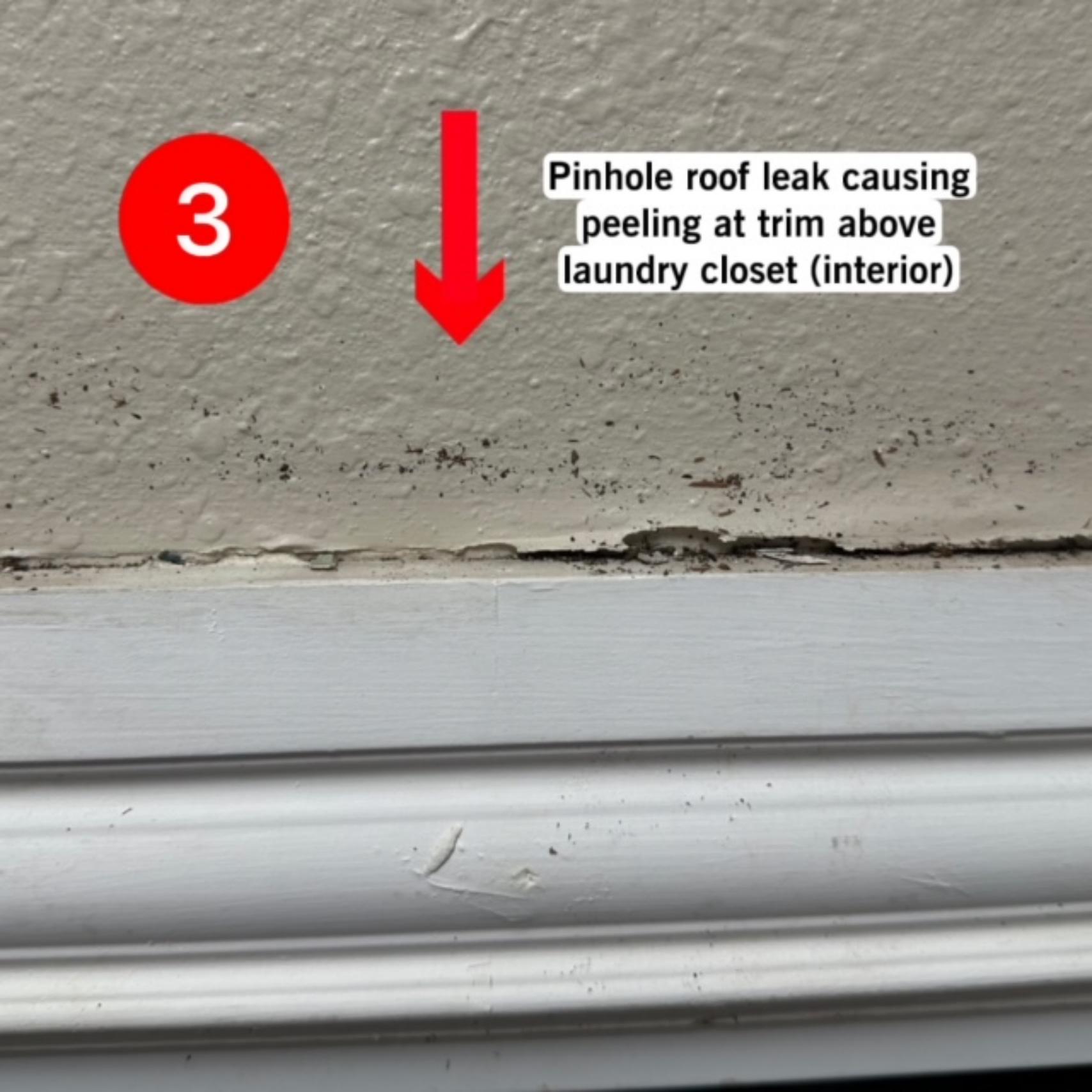


It is hard to see here but the wall is pulling away from the ceiling above the laundry closet adjacent to the guest bathroom. This is where the roof leaks. (interior)

3



Pinhole roof leak causing peeling at trim above laundry closet (interior)





Prepared by:
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License# 1870

Prepared for:
Ellen Pitluk
Job location:
303 Leigh St
San Antonio, TX 78210

Prepared on:
3-19-24

Project Summary

Permanently Stabilize Floors

Total Investment
Same Day + Military Discount
Total Contract Price
Deposit Required - 20%
Deposit Paid - Credit Card
Amount Due Upon Installation

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, governmental laws, regulations or restrictions or another cause whatsoever beyond Baird Foundation Repair's control. Deposit shall be considered non-refundable to customer after the customers right to cancel this contract as outlined in the notice of right to cancel relating to this project has expired. The terms of this proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 28 days.

Authorized Signature [Redacted] Date 3/19/2024

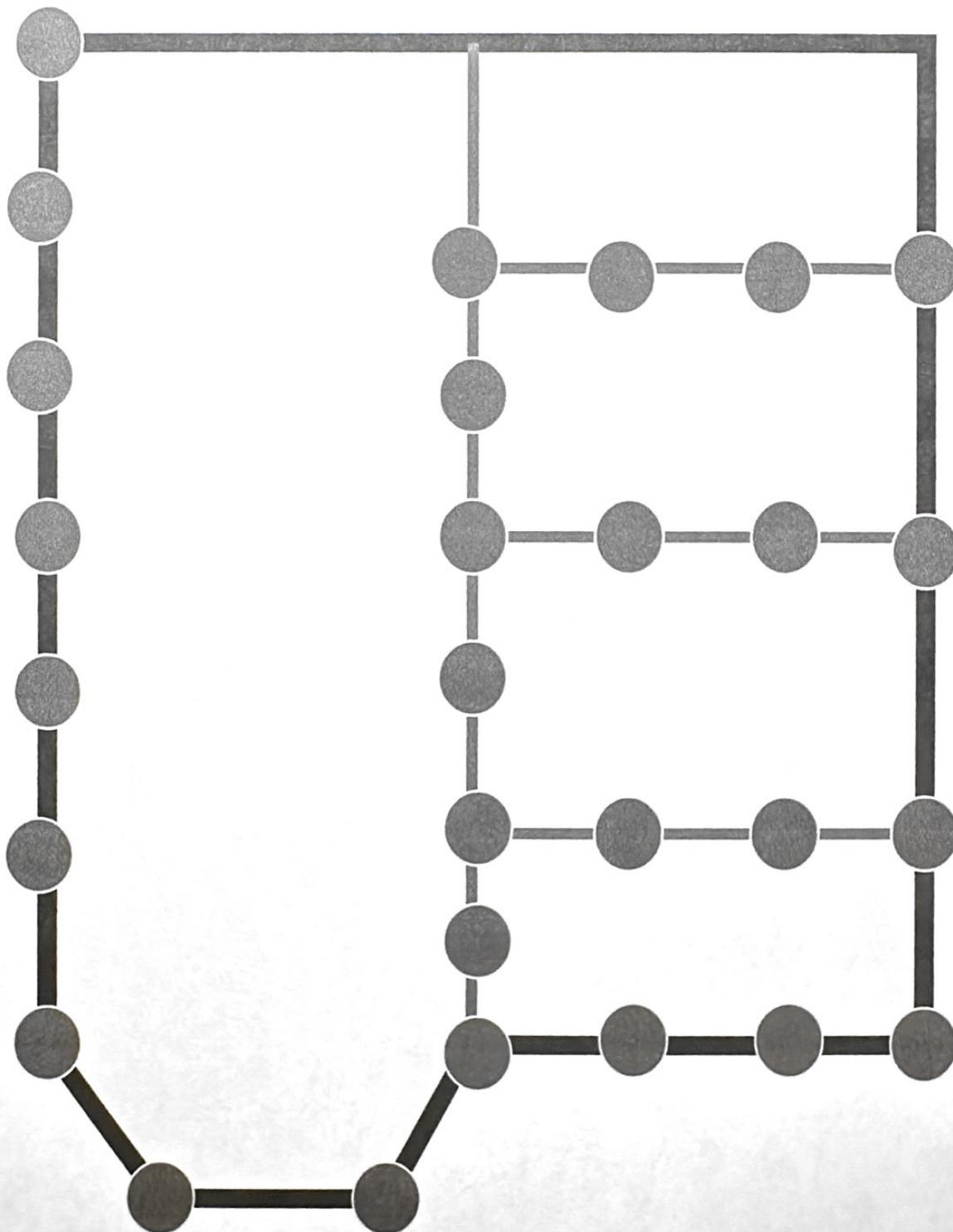
Acceptance of Contract - I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature [Redacted] Date 3/19/2024

Customer to pay 50% balance on start of job, remainder upon completion.
Customer has been made aware of the depth clause and/or overage clause.

# Job Details

DS  
EP



# Job Details (Continued)



## Specifications

1) Acquire appropriate permits as per local building code. 2) Acquire appropriate engineering as per local building code. 3) Install cement post(s) to support foundation as shown on Job Detail page with the following size and specifications: Posts will be 10" diameter. Post hole(s) to be 18" diameter, 24" depth. Each post will be reinforced with #4 rebar, #3 stirrups. Final location of post(s) is subject to field conditions. Price reflects a post that is two feet above ground. For any additional feet there will be a \$25 increase per foot. 4) Remove existing concrete post. (only in corners)

## Contractor Will

- 1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)
- 2.) Contractor does not guarantee slab/concrete to be level.

## Customer Will

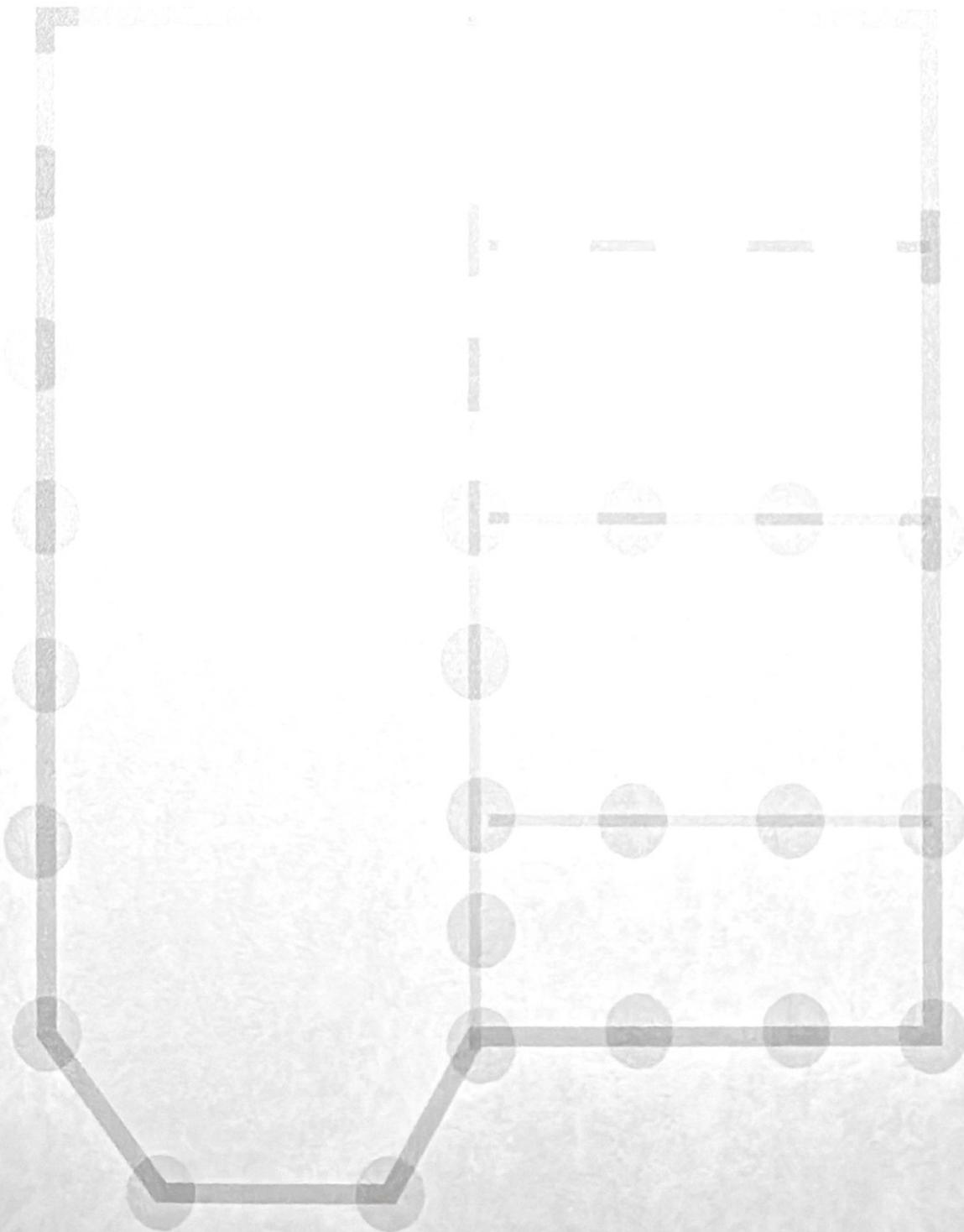
- 1.) Test plumbing if needed.
- 2.) Responsible for any plumbing, gas lines, and/or sprinkler lines that may be moved/damaged during the installation or lifting process.
- 3.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 4.) Pay an additional charge for any wood beams or wood joists that are found damaged and/or rotten during the repair process beyond what is stated in this contract.

# Product List

## Permanently Stabilize Floors

Permit- Pier and Beam, Permit .....	1
Engineer- Pier and Beam, Engineer .....	1
10" Concrete Posts - One Story .....	26
Concrete Post Full Removal .....	26

# Recommendations to Your Project



# Limited Warranty

## Standard Exclusions Permitted by State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and includes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure in which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, if full and valid payment is not received. Deposits are non-refundable to customer after the customer's right to cancel the contract as outlined in the Notice of Right to Cancel relating to this project has expired. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. Due to the age of the structure, soil conditions, unproven construction practices, and various other factors, elimination of future foundation movement cannot be and is not guaranteed. The main intent of our remedial repairs to the foundation is to stabilize the foundation as much as is reasonably possible and to help minimize future movement.

## 288 & 207 Steel Piers

Contractor warrants that the foundation piers will stabilize the affected areas against further settlement for the lifetime of the structure, from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift the slab back to its original position, to close cracks, to render doors and windows operational, or to move walls back to their original position.

## Slab Piers

Contractor warrants that these piers will stabilize the affected areas against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the slab piers. Contractor does not warrant to lift the slab back to its original position.

## SmartJacks

Contractor warrants that the SmartJacks will stabilize the affected areas against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the areas where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such areas at an additional cost to Customer. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position.

## PolyLEVEL

For concrete slabs raised with PolyLEVEL, Contractor warrants that the area where the slab of concrete was lifted will not settle more than 1/4 inch for a period of one (1) year from the date of installation. If it does, Contractor will provide the labor and materials to re-lift the area at no additional charge to Customer. Contractor does not guarantee slabs that are lifted to be level but will do its best to achieve positive results in this regard. This Warranty does not include patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.

## Concrete Posts

Contractor warrants that the concrete posts will stabilize the affected areas against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to make any necessary adjustments to the concrete posts. If changes occur due to excess moisture in the areas where concrete posts are installed, an encapsulation system, drainage, and dehumidification may be necessary in such areas at an additional cost to Customer. Contractor does not warrant to lift the foundation back to its original position, to close cracks, to render doors and windows operational, or to move walls back to their original position.

## Drilled Piers & Concrete Spread Footings

Contractor warrants that the foundation piers will stabilize the affected areas against further settlement for five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to the Customer, to correct the problem with the drilled piers/concrete spread footings. Contractor does not warrant to lift the slab back to its original position.

## CleanSpace

A CleanSpace crawl space encapsulation system will isolate the home from the earth, lowering the air's humidity level and reducing moisture. However, it does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system and a sump pump system (together, the "Crawl Space Drainage System") to remedy the problem with water below the CleanSpace liner. Contractor warrants that, for five (5) years from its installation date, the CleanSpace liner: 1) will be free from holes and tears; and 2) when installed with a Crawl Space Drainage System, will be free from ground water on top of the liner. If that is not the case, Contractor will provide the labor and materials to fix the problem at no additional charge to Customer. This Warranty does not include damage to the liner caused by abuse, misuse or moisture from condensation.

## 288 Concentric Steel Pier or 288/250 Concentric SmartJack

Contractor warrants that these piers will stabilize the affected areas against further settlement for twenty five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift the slab back to its original position.

## Sani-Dry Sedona

Dehumidifier will be covered for a period of one (1) year after installation. Contractor will provide the labor and materials to fix the problem at no additional charge to Customer. This Warranty does not include damage to the dehumidifier caused by abuse or misuse. Filters will not be covered by this warranty.

## Lintellift

For garage openings with Lintellift installed, contractor warrants the structural system (posts and lintel beam) to be free of defects and warranted for 10 years. Paintable Trim Kit installed by Baird Foundation Repair carries a 1-year warranty for any defects.

# Limited Warranty (Continued)

## Exclusions From This Warranty

This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage (plumbing, electrical, & gas lines); 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

## Items For Which Customer Is Responsible

If foundation is not properly maintained by the customer, the warranty provided herein will be considered null and void, as determined by contractor at its sole discretion. Plumbing leaks under slab will also render the warranty null and void, as determined by contractor at its sole discretion. The Customer is also responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) repairing any damage or breakage that may occur to plumbing, electrical, gas, or sprinkler system lines during installation of piers and/or lifting process and PolyLEVEL installation; 6) repairing any damage or breakage to post-tension cable(s); 7) maintaining positive drainage away from the repaired wall(s); 8) keeping gutters clean and in good working order; 9) directing downspouts a sufficient distance away from the repaired wall(s); 10) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); 11) if no clean-out, one will be installed at an additional cost; and, 12) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

## Additional maintenance items for Which Customer is Responsible

The following will help you properly maintain your foundation: Most major foundation movement can be reduced if the moisture level in the soil supporting your foundation is uniformly maintained. Foundation problems associated with expansive clay are usually caused by lack of moisture in the soil. As the soil dries it shrinks and can cause foundation settlement. In some instances, foundation movement can also be caused by too much moisture in soil. As the soil absorbs moisture, it expands and can cause foundation upheaval. Think of the soil as a sponge. Place the sponge under a faucet and then squeeze the water out. Although a majority of the water is gone the sponge is still moist to the touch. The ideal condition of the soil around your home is like that sponge not drippy wet, not bone dry, but moist. The best way to maintain moisture level is with a properly regulated automatic sprinkler system. If you are more disciplined than most of us, the same result can be accomplished by placing soaker hoses eighteen inches from the foundation and regulating the water flow to one-fourth inch in height until water is observed standing on the ground. This process should be repeated as often as necessary to maintain the uniform moisture level described above. During hot and dry seasons, the south and west sides may require more watering than the north and east sides, which are shaded and not exposed to as much direct sun. On gabled ends or sides of the house, there is no run-off so more watering will probably be required. No amount of structural work on a foundation will overcome poor drainage. Surface water, whether from rain or watering, should not be allowed to accumulate around or under your foundation. Proper drainage may require re-contouring the existing grade, placing soil around the perimeter of the foundation, extending downspouts and placing splash blocks to prevent soil erosion or other specifics peculiar to the site. Care should be taken to insure that soil is at least one to two inches per foot to drain at least eighteen inches from the perimeter of the foundation. Guttering is not necessary where proper drainage is provided. Improper drainage will make it virtually impossible to maintain a consistent moisture level around the entire perimeter of your foundation. Most flowers and small shrubs do not cause foundation problems. However, trees and large shrubs with shallow root systems can cause foundation problems. These root systems can grow under the foundation, and, as they grow in diameter, can produce an upheaval. These large trees and plants, also, remove tremendous amounts of water from the soil. In certain instances, root severing at the foundation may be recommended. Ideally, trees should be planted far enough away from your home to keep the roots of the mature tree away from your foundation.

All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Worker's Compensation insurance. This warranty pertains only to Baird Foundation Repair work and products that are installed in connection with project.

## Indemnification Clause

Customer assumes all responsibility for damages due to breakage of any hidden gas lines, utility lines, irrigation lines, pool plumbing and/or exterior or interior cosmetic or structural damage due to the stabilization process.

## Change Orders

This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement. Baird Foundation Repair reserves the right to request change orders for extra work required as a result of conditions unforeseen based on the original information obtained during the proposal stage.

## Disclosure

Customer certifies that all actual or constructive knowledge of any and all certain conditions and information known only to the Customer concerning the subject property has been communicated and/or shared with both the Engineer of Record (if applicable) and Baird Foundation Repair, and said knowledge is true and complete and to the best of the Customer's knowledge prior to Baird's mobilization and/or performance. If the Customer shall fail to disclose and/or communicate any latent conditions, then Customer shall inform both the Engineer of Record and Baird as soon as it is practicable. If customer shall fail to disclose any known latent conditions that could not otherwise be revealed upon a reasonable inspections or discovery by an outside entity, Baird Foundation Repair shall not be held liable for any damage(s) that said failure should produce during or after Baird work is completed. This disclosure shall in no way be considered a substitute for any entity to do their own independent professional inspections and environmental tests connected to the Customer's property and any and all entities are encouraged to check all reasonable known public records pertaining to the Customer's property. Any knowingly false or incomplete statement given by the Customer to Baird may subject the Customer to claims, legal or otherwise, by Baird.

## Confidentiality

Baird Foundation Repair requests this proposal remain confidential and is for the sole use of whom it is addressed and isolated only to the project referenced.

## Opportunity to Cure

The customer must provide Baird Foundation Repair with reasonable notice of any alleged deficiencies in performance and give Baird the first and reasonable opportunity to cure any alleged defects in performance. Expenses incurred will be the sole responsibility of the customer, if Baird is denied the first opportunity to cure. The Customer is required to notify Baird in writing of any and all unsatisfactory performance/repair issues.

## Limited Warranty (Continued)

### Termination for Cause by Baird Foundation Repair

Baird Foundation Repair may, without prejudice to any other right or remedy available to Baird, and upon written notice to the Owner, terminate this Agreement, in whole or part, if any of the following occur:

- 1) Owner is named as a debtor in any bankruptcy proceeding, or a foreclosure action is initiated against the real property that is subject to this Agreement;
- 2) If the subject real property or any interest therein is sold to any person who is not a party to this Agreement, whether before or after work commenced;
- 3) A receiver is appointed for Owner for any real property that is subject to this Agreement;
- 4) Owner refuses, fails, or is unable to make timely payment(s) for the work, services or labor provided;
- 5) Owner fails to timely perform any of its obligations under or is in violation of or in default under any provisions of this Agreement.
- 6) Owner delays the project over 180 days from contract signing. If owner delays project more than 180 days, Baird will keep any deposits paid.

The rights or remedies provided by Baird in this paragraph are in addition to, and not in place of, any other rights or remedies available to Baird under this Agreement or at law or in equity. In the event of a breach of this Agreement by Owner, and whether or not this Agreement is terminated by Baird, Owner will be liable for all damages, losses, costs, and expenses incurred by Baird as a result of Owner's breach. The termination or expiration of this Agreement for whatever reason, in accordance with the provisions hereunder, shall not prejudice or affect any accrued rights or claims of Baird as provided in this Agreement.

# Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date upon which you sign the contract, which is: 3/19/2024 or 
2. The date you received this notice of cancellation.

### How to Cancel

If you decide to cancel this transaction, you must do so by notifying Baird Foundation Repair in writing at:

#### Baird Foundation Repair

TF (210) 534-4110

F (210) 534-4111

www.gobairdgo.com

726 Hot Wells Blvd.

San Antonio, TX 78223

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

### I wish to cancel.

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Owner's Signature Date

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Owner's Signature Date

The undersigned acknowledges receipt of the two copies of this Notice of Right to Cancel.

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Owner's Signature Date

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Owner's Signature Date

April 3, 2024

EXPLANATION OF PHOTOS SUBMITTED WITH HISTORIC  
REHABILITATION APPLICATION PART 1 OF 2

Property Owner and Address: Ellen Pitluk  
303 Leigh Street  
San Antonio, Texas 78210

Photos identified with the numbers correspond to the **bid/proposal from Alta Associates to repair.**

Numbers on Photos

- 1 Correspond to WINDOW repairs in Damage Scope
- 2 Correspond to SIDING repairs in Damage Scope
- 3 Correspond to ROOF repairs in Damage Scope

Explanation of repairs shown in photos correspond to the numbers on the photos:

- 1 The exterior kitchen windowsill needs replacing. I am worried it is rotting.
- 2 Foundation issues caused my master bathroom to separate from the rest of my house.
- 3 Due to the foundation problems mentioned in (2), there is a pinhole leak above my laundry closet next to my guest bathroom.



Ellen Pitluk, homeowner