

HISTORIC AND DESIGN REVIEW COMMISSION

April 17, 2024

HDRC CASE NO: 2024-150
ADDRESS: 1012 W MULBERRY AVE
LEGAL DESCRIPTION: NCB 1809 BLK 27 LOT 17 AND 18
ZONING: R-6, HL, NCD-5
CITY COUNCIL DIST.: 1
LANDMARK: Individual Landmark
APPLICANT: Eduardo F. and Marie H. Reyna
OWNER: Eduardo F. and Marie H. Reyna
TYPE OF WORK: Historic Tax Verification
APPLICATION RECEIVED: April 08, 2024
60-DAY REVIEW: May 17, 2024
CASE MANAGER: Rachel Rettaliata

REQUEST:

The applicant is requesting Historic Tax Verification for the property at 1012 W Mulberry.

APPLICABLE CITATIONS:

UDC Section 35-618 Tax Exemption Qualifications:

(e) Verification of Completion. Upon completion of the restoration and rehabilitation, together with a fee as specified in Appendix "C" of this chapter, the owner, who may not be the same as at the time of application, shall submit a sworn statement of completion acknowledging that the historically significant site in need of tax relief to encourage preservation has been substantially rehabilitated or restored as certified by the historic and design review commission. The historic and design review commission, upon receipt of the sworn statement of completion, but no later than thirty (30) days thereafter, shall make an investigation of the property and shall recommend either approval or disapproval of the fact that the property has been substantially completed as required for certification. If the historic and design review commission recommends that it has not been substantially completed as so required, then the certified applicant may be required by the historic preservation officer to complete the restoration or rehabilitation in order to secure the tax exemption provided herein. If the verification of completion is favorable, the historic and design review commission shall recommend approval and the historic preservation office may notify the tax assessor-collector in writing of compliance. Thereafter, the tax assessor-collector shall provide the property with the historic tax exemption.

FINDINGS:

- a. The structure located at 1012 W Mulberry is a 1-story, single-family structure constructed in 1922 in the Craftsman style with Tudor Revival influences. The structure features a cross gable composition shingle roof with a front porch eyebrow arch, a prominent front façade stucco chimney, a front entry with sidelites, an asymmetrical screened-in front porch, wood cladding, and one-over-one windows. The property is designated as an individual landmark. The applicant is requesting Historic Tax Verification.
- b. The scope of work includes a comprehensive interior remodel, electrical, mechanical, and plumbing upgrades, window repair, and front door replacement.
- c. Staff completed a site visit on April 10, 2024, and verifies that the scope of work has been completed and there are no existing violations on the property.
- d. The applicant has met all requirements of the City's tax verification process as described in Section 35-618 of the UDC and has furnished evidence to that effect to the Historic Preservation Officer, including the submission of an itemized list of costs that meets the threshold to be eligible for the Substantial Rehabilitation Tax Incentive.
- e. Approval of Tax Verification by the HDRC in 2024 means that the property owner will be eligible for the Substantial Rehabilitation Tax Incentive beginning in 2025. The Substantial Rehabilitation Tax Incentive applies to the City of San Antonio tax entity line only.

RECOMMENDATION:

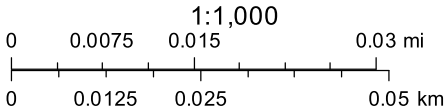
Staff recommends approval based on findings a through e.

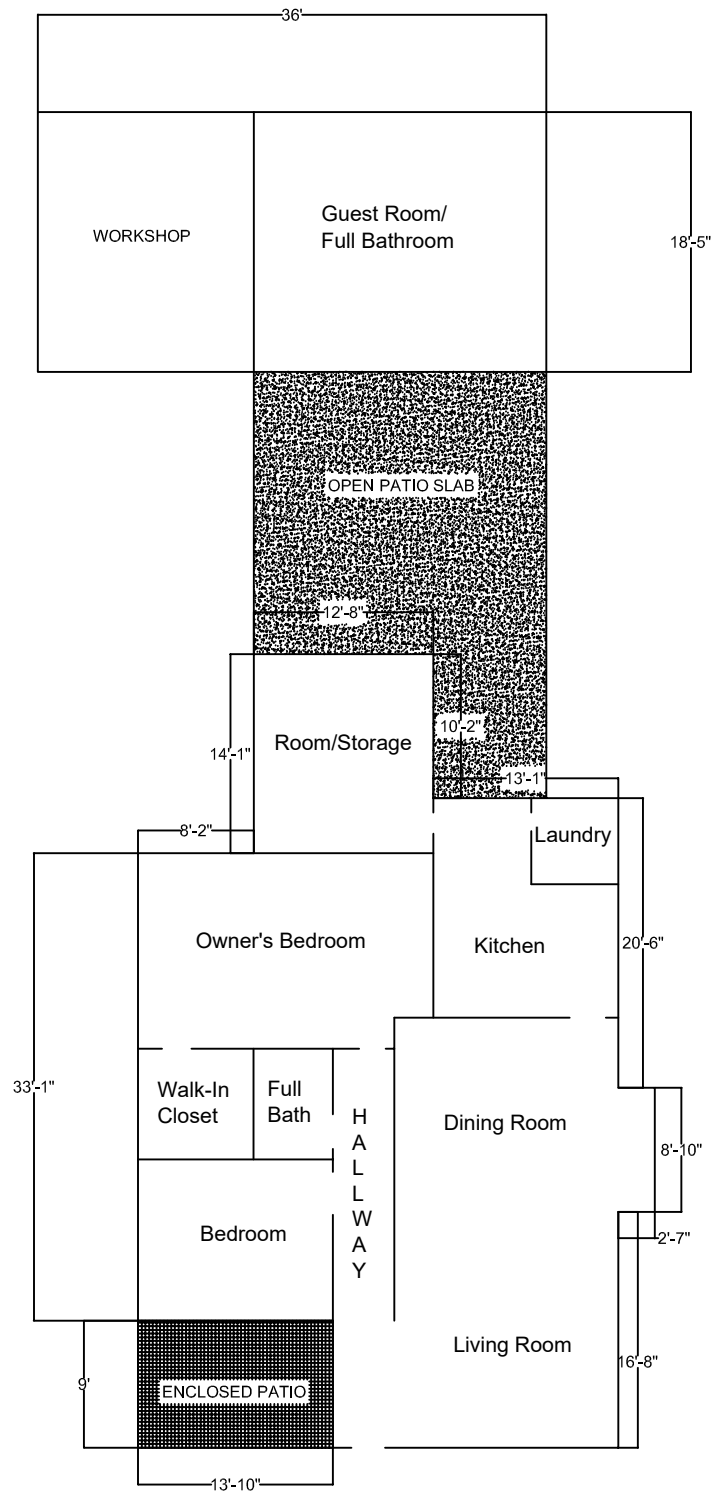
City of San Antonio One Stop



April 12, 2024

— User drawn lines





1012 W Mulberry Remodel Narrative Part 2- Completed Work

We have completed the work of converting the third spare room ("Bedroom 3") in our house to a full owner's bathroom retreat with laundry area. The original doorway to "old" Bedroom 3 which was awkwardly located off the kitchen in the back of the house has been closed up leaving new wall space in the kitchen for new use (counter/cabinet space, for example). The parts of the old Bedroom 3 doorway (frame/door/hardware) were moved/repurposed to create the new doorway to the new bathroom retreat in the owner's bedroom. The before/after floor plans are attached again reflecting the changes. The new owner's bathroom retreat has the following features: double vanity, cabinetry on each side of the vanity, laundry area with washer/dryer, walk-in shower stall, free standing tub, and toilet. The remodel did not involve any changes to the outside of the house (all exterior features remained, unaltered). JM Custom Homes completed the renovations and we (the owners) handled restoring the windows to a workable state (they were painted shut when we purchased the home so we worked on undoing that and getting them functioning). JM Customs homes also completed the front door replacement we previously received approval for from OHP (picture attached). All work by JM Custom Homes was completed in Dec. 2023. The completion of window restoration took a few months past that, until about March 2024. A copy of the signed contract is attached showing a total cost of [REDACTED], including line items. Note we did go over budget on the bathroom remodel and did not have budget for any landscaping, so no landscaping was done.













RESIDENTIAL CONSTRUCTION AGREEMENT

This **Residential Construction Agreement** is dated August 28, 2022 and is between Eduardo Felipe Reyna II and Marie H. Reyna (the "Client"), and JM Custom Homes & Construction Services, LLC, a residential building business (the "Contractor").

This Agreement provides for the Contractor's development of a Residential Building for the Client at 1012 W Mulberry Ave. San Antonio Texas 78201.

The parties agree as follows:

1. **Definitions.** Terms defined in the preamble have their assigned meanings and each of the following terms has the meaning assigned to it.

1.1 **"Agreement"** means this Residential Construction Agreement, as amended from time to time.

1.2 **"Change Order"** means an agreement that changes or supplements the Services.

1.3 **"Services"** means the services listed in Scope of Work section in **Exhibit A, and Exhibit B**, as changed from time to time.

1.4 **"Subcontractor"** means the Trade the Contractor assigns to perform Services.

1.5 **"Trade"** means the specific activity a Subcontractor specializes in.

1.6 **"Works"** means the Residential Building and all other deliverables, including without limitation, all derivative deliverables, resulting from the performance of the Services.

1.7 **"Fixed Fee"** means the rate being charged by the Contractor to construct the Residential Building.

1.8 **"Down Payment"** has the meaning assigned to it in Section 4.2.

1.9 **"Effective Date"** means the date that is the second to occur of the following dates:

1.8.1. The date the Contractor receives the Down Payment.

1.8.2 The date the first party to sign this Agreement receives the fully signed Agreement from the other party.

1.10 **"Business Day"** means any day other than a day that a bank in San Marcos, Texas is required or permitted to be closed.

Residential Construction Agreement

1.11 **“Residential Building”** means a single-family home described by the plans and specifications provided by and pertaining to the Client.

1.12 **“Substantial Completion”** means the Services are 95% complete.

2. **Hiring of the Contractor.** By signing this Agreement, the Client hires the Contractor to construct the Residential Building for the Client.

3. Subject to the provisions of this Agreement, the Contractor shall construct the Residential Building by performing the Services.

4. **Fee’s**

4.1 **Fixed Fee.** The Client is obligated to pay the Contractor for the Services, as described in Exhibit A and Exhibit B, in the amount of \$ [REDACTED]. The Client is also obligated to pay for all materials and Subcontractors, as described in Exhibit A, needed to construct the Residential Remodel/Building. The inclusions and exclusions for the Residential Remodel/Building are described in Exhibit B. If the parties agree to a Change Order, the new cap is the amount the parties agree to at that time. If the parties do not agree to a new cap, then it is the higher number of any estimate plus 10 percent of that number.

4.2. **Down Payment.**

4.2.1. **Amount of the Down Payment.** The down payment is \$ [REDACTED] (the “Down Payment”).

4.2.2. **The Contractor’s Bank Account.** Immediately after the Contractor signs and delivers this Agreement, it shall notify the Client of the bank account into which the Client is to wire or write a check for the Down Payment.

4.2.3. **Obligation to Pay the Down Payment.** The Client shall pay the Down Payment to the Contractor by wire transfer of funds or written check immediately available in San Marcos, Texas, no later than one Business Day after the second to occur of the following dates:

(a) The date the Client receives notice of the bank account into which it is to wire transfer Down Payment.

(b) The date the first party to sign this Agreement receives the fully signed Agreement from the other party.

4.3. **Additional Payments.**

4.3.1. The Client shall pay the Contractor in the amount on exhibit A and for each stage outlined in the Scope of Work until Substantial Completion where the balance of \$ [REDACTED] is paid in full.

4.3.2. **Form of Invoice.** With respect to building stages complete that the Contractor provides Services, the Contractor shall send an invoice to the Client indicating.

Residential Construction Agreement

- (a) With building task completed by subcontractors.
- (b) Building completion in percentages.
- (c) The aggregate invoiced fee for the Subcontractor.

4.3.3 Form and Timing of Payment. The Client shall pay each draw invoice by check or by wire transfer, in either case, payment to be received no later than 3 Business Days after the Client's receipt invoice.

5. Effective Date. This Agreement is effective on the Effective Date.

6. Provisions of Services.

6.1. Quality of Services. The Contractor shall perform the Services using sound professional practices and in a competent and professional manner by knowledgeable and qualified Subcontractors.

6.2. Schedule. The Contractor shall use commercially reasonable efforts to provide the Services as efficiently as possible weather and permits permitting.

6.3. Change Orders. If from time to time the Client wants to change or supplement any Service, the parties must sign a Change Order. A Change Order is effective when the first party to sign the Change Order receives the fully signed Change Order from the other party. If the provisions of a Change Order and this Agreement conflict, the provisions of this Agreement govern.

6.4. Compliance with Laws. In performing the Services, the Contractor shall comply with all federal, state, local, or foreign laws, rules, and regulations, as each is in effect from time to time.

7. Warranties. The Contractor warrants to the Client that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents, industry standards for projects of similar type and quality, and all applicable laws, codes, regulations, and other requirements, including safety requirements.

If, within twelve months after the date of Substantial Completion any Service is found to be not in accordance with the requirements of Service, the Contractor shall correct it promptly after receipt of written notice from the Client to do so unless the Client has previously given the Contractor a written acceptance of such condition. The Client shall give such notice within 10 days after discovery of the condition.

8. Termination.

8.1. **Termination.** This Agreement terminates when the Contractor has completely performed the Services and the Client has paid all fees in accordance with Section 4.

8.2. **Termination for Cause.** Despite the provisions of Section 8.1, a party may earlier terminate this Agreement by giving 10 Business Days' notice to the other party if that latter party materially misrepresented a fact or materially breached a warranty or covenant. In that event, the termination party has all rights and remedies that law and equity provide.

9. **Disputes.**

9.1 **Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. Either party may make a demand for mediation by filing a demand in writing with the other. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted 30 days after the demand for arbitration is made in accordance of the Texas Civil Practice and Remedies Code.

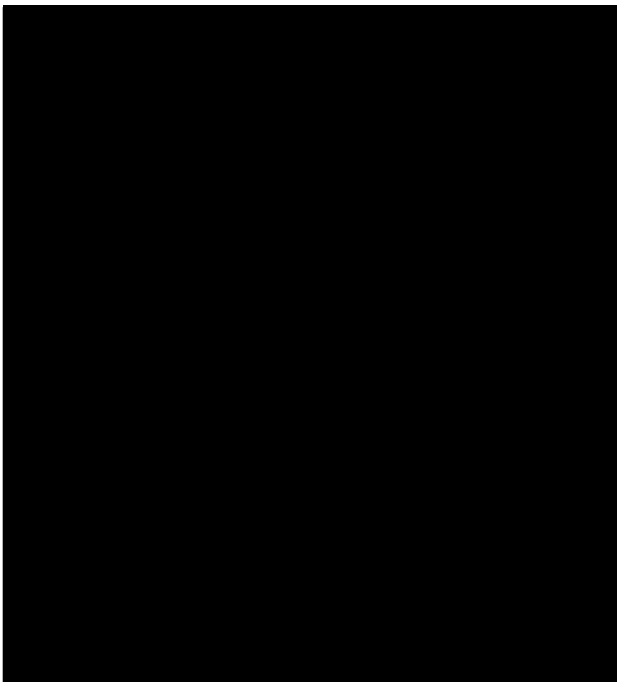
9.2 The cost and expenses of arbitration, including the fees of arbitrator(s), shall be borne by the losing party, or in such proportions as the arbitrator(s) shall determine.

10. **Amendments.**

10.1 **Amendments.** The parties shall not amend this Agreement, except by an agreement in writing signed by both parties.

To evidence the parties' agreement to this Agreement, they have signed and delivered it on the date set forth in the preamble.

JM Custom Homes & Construction services, LLC
343 Shelley Ln.
San Marcos, TX 78666



9/19/2022
Date

9/19/2022
Date

9/19/2022
Date

e m e n t

EXHIBIT A

Services listed in Scope of Work.

Down Payment & 1st Draw: \$ [REDACTED]

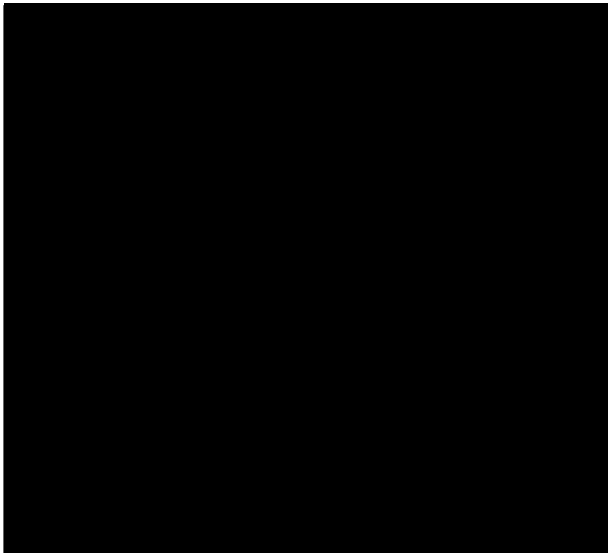
2nd Draw: \$ [REDACTED] for demolition, plumbing rough in, electrical rough in, tile installation.

3rd Draw: \$ [REDACTED] for work to do plumbing trim out, built in cabinets, paint, interior doors etc.

Final draw: \$ [REDACTED] substantial completion.

There is a cost of \$ [REDACTED] for line items, the draws amounts will be adjusted depending on if JM Custom Homes purchases items for customer.

JM Custom Homes & Construction Services, LLC



9/19/2022 *JS*
Date

9/19/2022
Date

9/19/2022
Date

Exhibit B, Line-item costs

1. Vanity Sinks, cabinet estimated costs [REDACTED]
2. Vanity faucet estimated costs [REDACTED]
3. Toilet estimated costs [REDACTED]
4. Shower and tub faucets estimated costs [REDACTED]
5. Bath accessories estimated costs [REDACTED]
6. Tub estimated costs [REDACTED]
7. Tile for the floor and shower walls estimated costs [REDACTED]
8. Electrical rework estimated cost, [REDACTED]
9. Door and door hardware, [REDACTED]
10. Ceiling lighting, exhaust fans, and light fixtures estimated costs, [REDACTED]
11. Vanity mirrors and wall mirrors estimated costs, [REDACTED]
12. Vanity lights fixtures estimated costs, [REDACTED]
13. Mini Split heat pump AC unit estimated costs, [REDACTED]
14. Washer and dryer estimated costs, [REDACTED]
15. Landscaping work estimated costs, [REDACTED]
16. **Total costs for above items** [REDACTED]



City of San Antonio
1901 South Alamo Street
San Antonio, Texas 78204

LETTER OF COMPLETION

We are pleased to inform you that all required reviews and inspections are satisfactorily performed for the following permit

PERMIT NUMBER	REP-RRP-PMT-23-35302349
PERMIT NAME	Residential Repair Permit
PERMIT ISSUANCE DATE	06/01/2023
LOC ISSUANCE DATE	12/15/2023
ADDRESS	1012 MULBERRY AVE City of San Antonio TX 78201
DESCRIPTION OF WORK	<p>Master Bathroom Remodel</p> <p>***Must comply with UDC and IRC/ Home owner/Contractor aware of inspections required</p> <p>***Any Electrical, Mechanical, or Plumbing work will require a separate, additional permit by a State Licensed Contractor, complete with inspections.</p> <p>***All permits EXPIRE after 180 days with no activity. Reference IRC Sec. R105.5***</p> <p>***Inspection Scheduling: Please call 210-207-1111, option 0, to schedule inspections (scheduling on the phone or in person will result in a \$3.00 scheduling fee). Or, feel free to schedule inspections online, free of charge, by creating a portal account.</p>

Thank you for your business

The City of San Antonio

Partnering with our community to build and maintain a safer San Antonio



CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION

HISTORIC AND DESIGN REVIEW COMMISSION

COMMISSION ACTION

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

May 17, 2023

HDRC CASE NO: 2023-175
ADDRESS: 1012 W MULBERRY AVE
LEGAL DESCRIPTION: NCB 1809 BLK 27 LOT 17 AND 18
LANDMARK: Individual Landmark
APPLICANT: Marie H & Eduardo F Reyna - 1012 W Mulberry
OWNER: Marie H & Eduardo F Reyna - 1012 W Mulberry

REQUEST:

The applicant is requesting Historic Tax Certification for the property at 1012 W Mulberry.

FINDINGS:

- a. The structure located at 1012 W Mulberry is a 1-story, single-family structure constructed in 1922 in the Craftsman style with Tudor Revival influences. The structure features a cross gable composition shingle roof with a front porch eyebrow arch, a prominent front façade stucco chimney, a front entry with sidelites, an asymmetrical screened-in front porch, wood cladding, and one-over-one windows. The property is designated as an individual landmark. The applicant is requesting Historic Tax Certification.
- b. The scope of work includes a comprehensive interior remodel, electrical, mechanical, and plumbing upgrades, and landscaping improvements. 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.

COMMISSION ACTION:

Approved as submitted.

A handwritten signature in black ink that reads "Shanon Shea Miller".

Shanon Shea Miller
Historic Preservation Officer