#### HISTORIC AND DESIGN REVIEW COMMISSION

**September 04, 2019** 

**HDRC CASE NO: 2019-501** 

**ADDRESS:** 958 E MISTLETOE

**LEGAL DESCRIPTION:** NCB 6461 BLK LOT SE TRI 33.59 FT OF 51, S IRR 46.11 FT OF 52 & E

105 FT OF IRR OF 53

**ZONING:** R-4, H CITY COUNCIL DIST.:

**DISTRICT:** River Road Historic District

APPLICANT: Matthew Wymer
OWNER: JOSE Properties LLC
TYPE OF WORK: Historic Tax Certification

**APPLICATION RECEIVED:** August 07, 2019 **60-DAY REVIEW:** October 06, 2019 **CASE MANAGER:** Edward Hall

**REQUEST:** 

The applicant is requesting Historic Tax Certification for the property at 958 E Mistletoe, located within the River Road Historic District.

#### **APPLICABLE CITATIONS:**

Sec. 35-618. - Tax Exemption Qualifications.

- (a) Assessed Valuation. In accordance with the provisions of this article, a building, site, or structure which meets the definition of a historically significant site in need of tax relief to encourage preservation and which is substantially rehabilitated and/or restored as certified by the historic and design review commission and approved by the city tax assessor-collector, shall have an assessed value for ad valorem taxation as follows regardless of ownership during the granted time period:
  - (1) A residential property shall have the assessed value for ad valorem taxation for a period of ten (10) tax years equal to the assessed value prior to preservation.
- (b) Applicability. This exemption shall begin on the first day of the first tax year after verification of completion of the preservation required for certification; provided the building shall comply with the applicable zoning regulations for its use and location.
- (c) Application. Application for a historic structure preservation tax exemption pursuant to this division is to be filed with the office of historic preservation. The historic preservation officer shall be the agent of the city for the purposes of administering this division provided that the historic preservation officer request a recommendation from the historic and design review commission. Each application shall be signed and sworn to by the owner of the property and shall:
  - (1) State the legal description of the property proposed for certification;
  - (2) Include an affidavit by the owner describing the historic significance of the structure in need of tax relief;
  - (3) Include a final complete set of plans for the historic structure's restoration or rehabilitation;
  - (4) Include a statement of costs for the restoration or rehabilitation work;
  - (5) Include a projection of the estimated construction, time and predicted completion date of the historic restoration or rehabilitation;
  - (6) Authorize the members of the historic and design review commission, the city tax assessor-collector and city officials to visit and inspect the property proposed for certification and the records and books of the owners as necessary to certify that the property in question is in substantial need of restoration or rehabilitation;
  - (7) Include a detailed statement of the proposed use for the property; and
  - (8) Provide any additional information to the historic and design review commission which the owner deems relevant or useful such as the history of the structure or access to the structure by the public.

Each application shall contain sufficient documentation confirming or supporting the information submitted therein.

- (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.

- (2) Tax Assessor-Collector Approval. Upon receipt of the certified application for tax exemption as well as the recommendation of the historic and design review commission, the city's tax assessor-collector shall within thirty (30) days approve or disapprove eligibility of the property for tax relief pursuant to this division. In determining eligibility, the tax assessor-collector shall first determine that all the requirements of this division have been complied with and that only the historic structure and the land reasonably necessary for access and use thereof is to be provided favorable tax relief.
- (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.
- (f) Historic Preservation Tax Exemptions.
  - (1) Historic Preservation Tax Exemption for Residences in Need of Substantial Repair. In accordance with the provisions of this chapter, a historically significant residential building, which meets both the definitions of a historically significant site in need of tax relief to encourage preservation and of a residential property in Appendix "A" of this chapter, and is either individually designated or is located within the boundaries of a locally designated historic district which is substantially rehabilitated and is approved by the chief appraiser of the Bexar County Appraisal District, shall have an assessed value for ad valorem taxation as follows:
    - A. A residential property shall have no assessed value for ad valorem taxation for a period of five (5) tax years after verification, as defined in Appendix "A" to this chapter. Thereafter, the exempt property shall be reappraised at current market value and assessed at a fifty (50) percent rate for an additional consecutive five-year period.
    - B. This exemption shall begin on the first day of the first tax year after verification of completion of the substantial rehabilitation by the historic and design review commission, provided compliance with subsection (b) of this section.
- (g) Eligibility.
- (1) The tax exemption options outlined in subsection (f), above, will remain in effect unless terminated by designation status being removed pursuant to subsection 35-606(g) of this article.

#### **FINDINGS:**

- a. The applicant is requesting Historic Tax Certification for the property at 958 E Mistletoe, located within the River Road Historic District.
- b. APPROVED WORK A number of rehabilitative scopes of work have been approved, including foundation repair, door, siding, and trim repair, skirting replacement, roof replacement, painting, fencing, window replacement, and reconstruction of the front porch. In addition to the previously noted items, a complete rehabilitation of the structure's interior has also occurred, including electrical and plumbing work. Work began at the property in November of 2018.
- c. CERTIFICATION REQUIREMENT The requirements for Historic Tax Certification outlined in UDC Section 25-618 have been met and the applicant has provided evidence to that effect to the Historic Preservation Officer including photographs, an itemized list of costs, and a timeline for completion.

#### **RECOMMENDATION:**

Staff recommends approval based on findings a through c with the stipulation that scopes of work are completed in accordance with all Certificates of Appropriateness prior to the applicant submitting an application for Historic Tax Verification.

Historic Rehal. lidador Application

Attachment to Administrative Certificate of Appropriateness
958 E. Mistletoe

- 1) Repair Existing Foundation First Choice House Leveling has provided the attached estimate and scope of work. See Appx. 1. Please note the house skirting will have to be removed in areas to access the foundation, but it will be replaced.
- 2) Remove non-original out structure and debris See Attached Appx. 2. The structure is a green and white, non-original structure to the east of the residence with a flat roof. Siding material to be salvaged. Other debris is found around the property which may require a skid steer loader (bobcat) to remove.
- Remove and replace front porch The existing front porch is a concrete structure covered in flag stone which has separates from the house. The flag stone surfaces are broken and uneven. Once removed, the front porch will be replaced with a raised wooden porch, extended to the east end of the existing house and designed in the style of a craftsman bungalow to match and compliment the architecture common to the house and neighborhood.
- 4) Remove interior and exterior fire damage The interior and exterior of the house have been damages by fire. Extensive demolition of the interior, including sheetrock, doors, walls and flooring, and portions of the exterior, including the back exterior door and surrounding area, will be necessary to effectuate repairs and remediation of the house.
- 5) Roof repair Portions of the roof decking and roof have been damaged by fire and need to be replaced. The entire roof will need to be removed and replaced. Portions of the decking and framing will need to be replaced.
  - a. The roof shingles will be replaced with Owens Corning Duration Premium, Cool Solar Reflecting Architectural Shingles in Lighter Color Harbor Fog.
- 6) Windows None of the existing windows are original to the house. While the existing windows may be salvaged, some may need to be replaced. If any widows are replaced, they will be replaced with double hung period correct appearing windows.
- 7) Plumbing Repairs The existing plumbing is in need of repair. The scope will be assessed.
- 8) Electrical Repairs The existing electrical system is in need of repair, including the location and installation of boxes. The scope will be assessed.
- 9) Exterior Painting The exterior is to be painted Benjamin Moore White Dove. The underneath of porches will be painted Benjamin Moore Morning Sky Blue (a Benjamin Moore Historic Color Collection color). The front porch decking will be painted

958 E. Mistletoe

- Woodlawn Blue (a Benjamin Moore Historic Color Collection color). And the front door will be painted Benjamin Moore Onyx (black).
- Dumpster(s) and portable restrooms It will be necessary to have a dumpster and portable restroom at the property. Two dumpsters may be necessary depending on the San Antonio rules regarding mixing construction debris with stone, concrete and/or masonry.
- Fence Fencing on the property is in need of repair and replacement. Furthermore, a new fence may need to be installed on the southern, east to west property line.

958 E. Mistletoe

# Appendix 1



# FIRST CHOICE HOUSE LEVELING FOUNDATION SPECIALISTS

San Antonio

(210)680-1577

#### Fetimate & Contract

	⊏5time	te a Contract	
	Matt Wymer	Date: 10-23-2018	
Addres	s: 958 e mistletoe	Date: 10-23-2018 Phone: 210-264-3272	
	San Antonio	Phone:	
Slab C	onstruction:		
2. 3.	contractor and accepted by owner.  Piers are pre-engineered to meet VA and FHA sp.  Slab leveling shall be accomplished through hydrato hold piers in place.	rs, O interior piers, in places recommended by ecifications. Inulic jacking of the exterior grade beam and to use steel shims dewalks, or driveways for access purposes, First Choice House	
	Leveling will patch the concrete but cannot guaran new concrete. Surfaces with tile, flagstone, brick of to replace the said items. Voids under the slab created by tunneling or level	itee that the old concrete will match in color or texture to the rany other covering will be the responsibility of the homeown ing, are not filled to allow soil expansion and contraction. It is nage around the perimeter where repairs were made to avoid	er
Pier &	Beam Construction:		
7.		ft. spacing.  ft. new joist/Size  cucture to protect it from further damage First Choice House air for items such as, but not limited to sheetrock, wall plaster,	
9.	materials, or have structural deficiency which may warranty. The owner will have an opportunity to do	or any electrical damage.  o the contractor that the structure was built with inadequate require an addendum to the contract and a change in price are one of the following: Terminate the agreement and First Choost of materials and work performed or continue the work with	
10.	Owner may order additional work, which is not dee Leveling shall enter into a separate written agreen	cribed in this agreement, in which Owner and First Choice Ho ent describing such work. No oral representation by anybody entire agreement between First Choice House Leveling	
11.	In the event First Choice House Leveling encounted	rs previous piers installed and it is required to break loose orig Il be done at an additional cost of \$95.00 per pier requiring	jinal
12.	First Choice House Leveling will temporarily remo accress for pier installation. However First Choice	re any plants, shrubs, trees or lawn watering systems that imp House Leveling will not be responsible for the condition of pla	

owner's expense to professionally remove and replant said items.

- 13. Will supply the customer with an engineer's cerification on all work performed if requested and paid for in advance when signing the contract.
- 14. Disposal of all the excess soil, trash and debris will be hauled away at completion of job.
- 15. This agreement includes only those items specified and does not include and redocorating, repairing or replacing of any materials or items not specifically called for hereto. First Choice House Leveling agrees to start and pursue work through completion in a timely manner, but shall not be responsible for delays caused by any of the following: funding of loans, acts of god, acts of neglect or omission by owner, stormy or inclement weather, strikes or anything not under control by contractor.
- 16. All work performed is guaranteed for a period of 10 years from the original date of contract and within the 10 year guarantee at no cost to the owner(s) any leveling adjustments that need to be made will only be where the installation of piers were placed. Transfer of this guarantee is available to new owners for a fee. And additional 10 year guarantees are offered for a fee.
- 17. The owner has up to 3 business days from date signed on contract to cancel this agreement. After the 3 days, no refunds will be authorized or given.

#### **Arbitration Agreement**

The parties agree this Agreement shall be governed exclusively by the law of the State of Texas and venue shall exclusively be in Bexar County, Texas. However in the event of any allegation that First Choice House Leveling has breached this contract, it is agreed that any such allegation shall be exclusively resolved by binding arbitration initiated by one party giving the other party written notice of arbitration, and that no law suit shall be filed against First Choice House Leveling in any court of Law. An arbitrator shall be selected in Bexar County, Texas. All findings and decisions of the Arbitrator shall be final and binding on all parties as if such judgment was rendered by a court of law in full and complete satisfaction of the rights of the parties. Such arbitration shall be governed by the Federal Arbitration Act, 9 USC. Any and all such controversies, claims or disputes shall utilize the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and attorney's fees unless otherwise determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the same with no rights of appeal there from.

Special Conditions: Piers will consist of 4x16	onlid nade and By	8v16 calid blocks
		and city permit included
		·
Cash Price: \$ 5,875		
Payment Conditions:	2,875 Down	3,000 upon completion
•		be withdrawn by contractor if not accepted within 30 days."
conditions in the local there in contained. I H CONDITIONS OF BO	area could possibily AVE READ THIS AC TH. r's responsibility to p	ontract and is familiar with the provisions as well as aware that the soil result in settling and accepts this contract subject to the items and conditions GREEMENT AND WARRANTY AND AGREE TO THE TERMS AND rovide access, water, and electricity for the job and to pay the balance to the e jobsite.
Owner:		
Owner.		Date:
Owner:	<u> </u>	Date:
Representative: Roy	Frazier	Date:

# Appendix 2

10/30/2018

963 E Mistletoe - Google Maps

# Google Maps 963 E Mistletoe

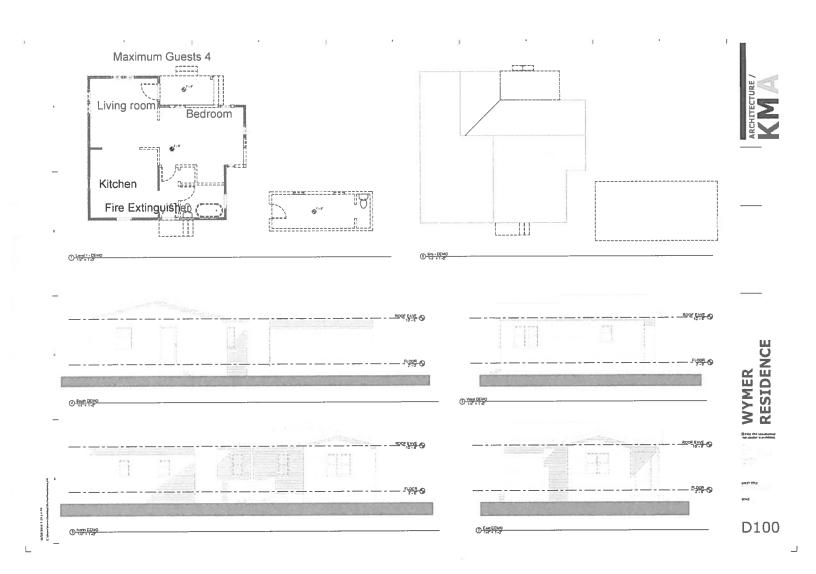


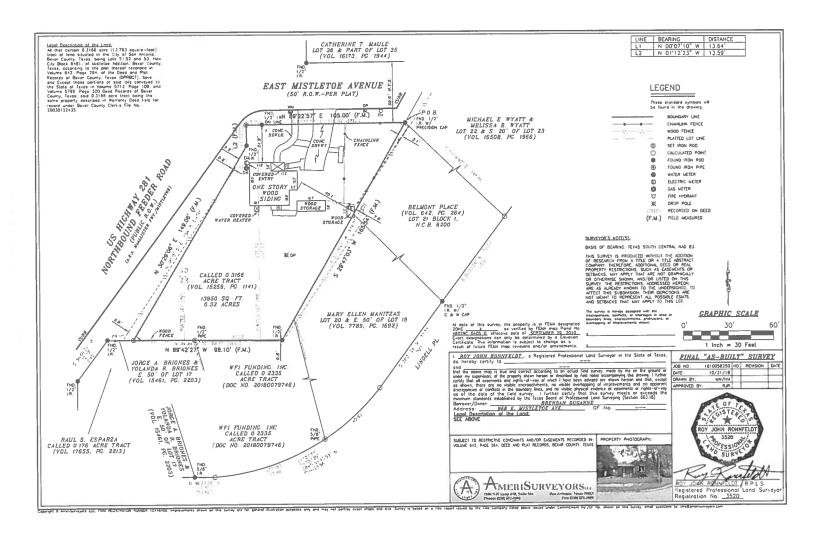
Image capture: Mar 2016 @ 2018 Google

San Antonio, Texas

Google, Inc.

Street View - Mar 2016





#### **ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS RE-ISSUE**

April 24, 2019

**ADDRESS:** 

958 E MISTLETOE

**LEGAL DESCRIPTION:** 

NCB 6461 BLK LOT SE TRI 33.59 FT OF 51, S IRR 46.11 FT OF 52 & E 105 FT OF

IRR OF 53

HISTORIC DISTRICT:

River Road

**PUBLIC PROPERTY:** 

No

**RIVER IMPROVEMENT OVERLAY:** 

RIO-1

APPLICANT:

San Antonio San Antonio/JOSE PROPERTIES LLC - 428 NORMANDY AVE

OWNER:

San Antonio San Antonio/JOSE PROPERTIES LLC - 428 NORMANDY AVE

TYPE OF WORK:

Window replacement/fenestration changes

#### **REQUEST:**

The applicant is requesting a Certificate of Appropriateness for approval to: 1. Replace the existing, fire damaged, south facing kitchen window with a new wood sliding window to feature a matching size. The window will be painted white and is at the rear of the historic structure. 2. Replace the existing, fire damaged, west facing kitchen window with a new, double hung, wood window. The size is to match the existing size and the window will be painted white to match the existing windows. 3. Replace the existing, fire damaged, east facing bathroom window with a new, smaller window. This window is not visible from the primary façade or right of way.

# CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION

DATE: 4/24/2019 9:50:36 AM

ADMINISTRATIVE APPROVAL TO: 1. Replace the existing, fire damaged, south facing kitchen window with a new

wood sliding window to feature a matching size. The window will be painted white and is at the rear of the historic structure. 2. Replace the existing, fire damaged, west facing kitchen window with a new, double hung, wood window. The size is to match the existing size and the window will be painted white to match the existing windows. 3. Replace the existing, fire damaged, east facing bathroom window with a new, smaller window. This window is not

visible from the primary façade or right of way.

All windows are to be wood. No vinyl installations are approved at this time.

Window installation depths are to match those existing on site.

APPROVED BY: Edward Hall



#### **RE-ISSUE REASON:**

Admin COA re-issued on April 24, 2019, to include the replacement of an existing vinyl window with a new vinyl window. The existing vinyl window is fire damaged. The size of this opening will be modified slightly (shorter in height). This window is not visible from the ROW. Installation depths and window profiling are to match those that are existing.

RE-ISSUE DATE: 4/24/2019 9:50:36 AM

**RE-ISSUED BY:** Edward Hall

Shanon Shea Miller Historic Preservation Officer

A Certificate of Appropriateness (COA) serves as a record of design approval and is valid for 180 days. Work that is not completed in accordance with this certificate may be subject to correction orders and other penalties.

A COA does not take the place of any required building permits nor does it authorize the use of a property beyond what is allowed by the Unified Development Code. Prior to beginning your construction project, please contact the Development Services Department at (210) 207-1111 to ensure that all requirements have been met.

This Certificate must remain posted on the job site for the duration of your project. Modifications to an approved design or an expired approval will require a re-issue of your Certificate of Appropriateness by OHP staff. Please contact OHP Staff at (210) 207-0035 with any questions.



#### **ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS**

May 16, 2019

**ADDRESS:** 

958 E MISTLETOE

**LEGAL DESCRIPTION:** 

NCB 6461 BLK LOT SE TRI 33.59 FT OF 51, S IRR 46.11 FT OF 52 & E 105 FT OF

IRR OF 53

**HISTORIC DISTRICT:** 

River Road

**PUBLIC PROPERTY:** 

No

**RIVER IMPROVEMENT OVERLAY:** 

RIO-1

**APPLICANT:** 

Matthew Wymer/JOSE PROPERTIES LLC - 428 NORMANDY AVE

**OWNER:** 

Matthew Wymer/JOSE PROPERTIES LLC - 428 NORMANDY AVE

TYPE OF WORK:

Porch/Patio

#### **REQUEST:**

The applicant is requesting a Certificate of Appropriateness for approval to: Reconstruct the front porch at 958 E Mistletoe to be wood. The existing, concrete porch has separated from the historic structure and is to be demolished. The proposed porch will match the existing porch in height, depth and width.

#### **CITY OF SAN ANTONIO** OFFICE OF HISTORIC PRESERVATION

DATE: 5/16/2019 2:39:39 PM

ADMINISTRATIVE APPROVAL TO: Reconstruct the front porch to feature wood construction to replace the existing, deteriorated concrete porch. The proposed wood porch is to feature a matching height, depth and width. The proposed porch should feature tongue and groove decking featuring a 1" x 3" profile. Decking is to be installed perpendicular to the porch wall. Porch railings should be simple in design and feature both a top and bottom rail. The bottom rail should feature a vertical orientation and be installed approximately three to four inches above the porch decking. Both top and bottom rails should be constructed from 2" x 4" members. The proposed railing should feature an overall height of approximately three inches. Porch columns should be square and feature an approximate 6" x 6" profile. Capital and base trim should be included to not feature a height of more than six inches (base) and four inches (capital). porch skirting should either match the siding of the historic structure, or feature composite siding with a smooth finish with a profile to match that of the historic structure. Porch roof elements, including profile, location, depth and width are to remain as is.

**APPROVED BY:** Edward Hall



Historic Preservation Officer

A Certificate of Appropriateness (COA) serves as a record of design approval and is valid for 180 days. Work that is not completed in accordance with this certificate may be subject to correction orders and other penalties.

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### ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS

**Print Form** 

### **CITY OF SAN ANTONIO**

OFFICE OF HISTORIC PRESERVATION 1901 S. ALAMO, SAN ANTONIO, TEXAS 78204 P: 210.215.9274 E: OHP@SANANTONIO.GOV

**DATE RECEIVED** 

This form is to be			s, additions, ordina dist of required su	,	nage refacing, or maintenar uments.
Property Addres	958 E. Mistleto	e, San Anton	io, Texas 78212		
☑ Historic Distric	t Historic Lan	dmark 🔲 f	River Improvemen	t Overlay (	☐ Public Property
Property Owner	JOSE Propertie	es, LLC, mem	ber Matthew F. V	Vymer	
Mailing Address:	428 Normandy, S	an Antonio, T	exas		Zip Code: 78209
Phone Number:	210.264.3272		Email Address:	mattwymer	@gmail.com
Applicant: (if diff	erent from owner)				
Mailing Address:					Zip Code:
Phone Number:			Email Address:		
PROVIDE A DETAILE See Attached.	ED DESCRIPTION OF T	HE PROJECT BE	ELOW:		
	S NOT TAKE THE PLA	CE OF A BUILDI		ng permit, if ap	PLAYED ON THE JOBSITE. oplicable, must be obtained ent.
1 1/11/ 1/			Octo	ber 3 <b>1</b> , 2018	
NAT-K		<del></del>			
GNATURE OF AP			DATE		
GNATURE OF AP			DATE		
			DATE		
			DATE		

# SUPPORTING DOCUMENTS: ☐ Completed Administrative Certificate of Appropriateness form ☐ Photo of the front of the structure and additional photos of area(s) of work ☐ Site Plan ☐ Specifications of materials to be used

Samples of materials, paint colors, finishes, and/or fabrics

FEES: Signage applications: \$100, Commercial Projects: \$100

#### CERTIFICATE OF APPROPRIATENESS - ADMINISTRATIVE APPROVAL:

Applications for certain minor alterations, additions, ordinary repairs, or maintenance may be reviewed and approved administratively by the historic preservation officer without review by the historic and design review commission. For those activities which constitute minor alterations, additions, repairs, or maintenance refer to the City of San Antonio's United Development Code, **Chapter 35, Article 2, Sec. 35-61.** 

#### Examples of work include:

- General repair and replacement using the same material and design as the original and not requiring structural modifications
- Replacement of a non-historic characteristic with new that is in keeping with the character and era in which the structure was built
- Removal of non-historic windows to replace with windows that match the original windows as closely as possible in material and design
- Rear additions under 200 sq. ft. using same (non-historic) material as existing structure as well as existing roof ridgeline for non-contributing structures; must include plans with specifications
- Repainting of exterior with same colors or new which are consistent with the district or landmark characteristics
- Minor landscaping with 50% or less square feet of front yard replacement, back yard landscaping, installation of parking pads under 144 square feet, driveways less than 12' in width and consistent with guidelines, and sidewalks with contextually appropriate placement
- Removal of chain link, plywood, or vinyl fencing, replaced with wood, wrought iron, garden loop or masonry
- Signage change in content or configuration (re-facing) that does not involve changes in sign location, dimensions, lighting or total sign area or signage consistent with approved master signage plan.
- Construction of rear ADA ramp, rear porch, rear deck, or swimming pool in back yard

# Attachment to Administrative Certificate of Appropriateness 958 E. Mistletoe

- 1) Repair Existing Foundation First Choice House Leveling has provided the attached estimate and scope of work. See Appx. 1. Please note the house skirting will have to be removed in areas to access the foundation, but it will be replaced.
- 2) Remove non-original out structure and debris See Attached Appx. 2. The structure is a green and white, non-original structure to the east of the residence with a flat roof. Siding material to be salvaged. Other debris is found around the property which may require a skid steer loader (bobcat) to remove.
- Remove and replace front porch The existing front porch is a concrete structure covered in flag stone which has separates from the house. The flag stone surfaces are broken and uneven. Once removed, the front porch will be replaced with a raised wooden porch, extended to the east end of the existing house and designed in the style of a craftsman bungalow to match and compliment the architecture common to the house and neighborhood.
- 4) Remove interior and exterior fire damage The interior and exterior of the house have been damages by fire. Extensive demolition of the interior, including sheetrock, doors, walls and flooring, and portions of the exterior, including the back exterior door and surrounding area, will be necessary to effectuate repairs and remediation of the house.
- 5) Roof repair Portions of the roof decking and roof have been damaged by fire and need to be replaced. The entire roof will need to be removed and replaced. Portions of the decking and framing will need to be replaced.
  - a. The roof shingles will be replaced with Owens Corning Duration Premium, Cool Solar Reflecting Architectural Shingles in Lighter Color—Harbor Fog.
- 6) Windows None of the existing windows are original to the house. While the existing windows may be salvaged, some may need to be replaced. If any widows are replaced, they will be replaced with double hung period correct appearing windows.
- 7) Plumbing Repairs The existing plumbing is in need of repair. The scope will be assessed.
- 8) Electrical Repairs The existing electrical system is in need of repair, including the location and installation of boxes. The scope will be assessed.
- 9) Exterior Painting The exterior is to be painted Benjamin Moore White Dove. The underneath of porches will be painted Benjamin Moore Morning Sky Blue (a Benjamin Moore Historic Color Collection color). The front porch decking will be painted

958 E. Mistletoe

- Woodlawn Blue (a Benjamin Moore Historic Color Collection color). And the front door will be painted Benjamin Moore Onyx (black).
- 10) **Dumpster(s) and portable restrooms** It will be necessary to have a dumpster and portable restroom at the property. Two dumpsters may be necessary depending on the San Antonio rules regarding mixing construction debris with stone, concrete and/or masonry.
- 11) Fence Fencing on the property is in need of repair and replacement. Furthermore, a new fence may need to be installed on the southern, east to west property line.

# Appendix 1



### FIRST CHOICE HOUSE LEVELING

FOUNDATION SPECIALISTS
San Antonio

#### (210)680-1577 Estimate & Contract

	200110	ato a contract
Name:	Matt Wymer	Date: 10-23-2018
Addres	s: 958 e mistletoe	Date: 10-23-2018 Phone: 210-264-3272
	San Antonio	Phone:
Slab C	onstruction:	
1.	Excavate soil to install O exterior unipile pie contractor and accepted by owner.	ers, O interior piers, in places recommended by
2.	Piers are pre-engineered to meet VA and FHA sp	pecifications.
3.		raulic jacking of the exterior grade beam and to use steel shims
	When concrete holes are broken through slabs, s Leveling will patch the concrete but cannot guara new concrete. Surfaces with tile, flagstone, brick to replace the said items.	sidewalks, or driveways for access purposes, First Choice House intee that the old concrete will match in color or texture to the or any other covering will be the responsibility of the homeowner lling, are not filled to allow soil expansion and contraction. It is
	the owner's responsibility to maintain positive drawater pooling under the slab.	ainage around the perimeter where repairs were made to avoid
	Beam Construction:	
6.	Install 40 concrete footers & concrete piers of the permission 4x6 concrete piers of	on ft. spacing.
7.	Install 40 ft. new beam/Size 4x6 . Install	oft. new joist/Size
8.	While every precaution is taken when lifting the s	tructure to protect it from further damage First Choice House pair for items such as, but not limited to sheetrock, wall plaster,
9.	While work is in progress, it may become evident materials, or have structural deficiency which may warranty. The owner will have an opportunity to define the control of t	to the contractor that the structure was built with inadequate y require an addendum to the contract and a change in price and to one of the following: Terminate the agreement and First Choice cost of materials and work performed or continue the work with
10.		escribed in this agreement, in which Owner and First Choice House

Leveling shall enter into a separate written agreement describing such work. No oral representation by anybody can change this agreement. This agreement is the entire agreement between First Choice House Leveling

11. In the event First Choice House Leveling encounters previous piers installed and it is required to break loose original construction piers to properly lift the structure, it will be done at an additional cost of \$95.00 per pier requiring

12. First Choice House Leveling will temporarily remove any plants, shrubs, trees or lawn watering systems that impede accress for pier installation. However First Choice House Leveling will not be responsible for the condition of plants, shrubs, trees or lawn that will be replanted. If homeowner desires, they can hire an independent nursery at the

owner's expense to professionally remove and replant said items.

and owner.

detaching.

- 13. Will supply the customer with an engineer's cerification on all work performed if requested and paid for in advance when signing the contract.
- 14. Disposal of all the excess soil, trash and debris will be hauled away at completion of job.
- 15. This agreement includes only those items specified and does not include and redocorating, repairing or replacing of any materials or items not specifically called for hereto. First Choice House Leveling agrees to start and pursue work through completion in a timely manner, but shall not be responsible for delays caused by any of the following: funding of loans, acts of god, acts of neglect or omission by owner, stormy or inclement weather, strikes or anything not under control by contractor.
- 16. All work performed is guaranteed for a period of 10 years from the original date of contract and within the 10 year guarantee at no cost to the owner(s) any leveling adjustments that need to be made will only be where the installation of piers were placed. Transfer of this guarantee is available to new owners for a fee. And additional 10 year guarantees are offered for a fee.
- 17. The owner has up to 3 business days from date signed on contract to cancel this agreement. After the 3 days, no refunds will be authorized or given.

#### **Arbitration Agreement**

The parties agree this Agreement shall be governed exclusively by the law of the State of Texas and venue shall exclusively be in Bexar County, Texas. However in the event of any allegation that First Choice House Leveling has breached this contract, it is agreed that any such allegation shall be exclusively resolved by binding arbitration initiated by one party giving the other party written notice of arbitration, and that no law suit shall be filed against First Choice House Leveling in any court of Law. An arbitrator shall be selected in Bexar County, Texas. All findings and decisions of the Arbitrator shall be final and binding on all parties as if such judgment was rendered by a court of law in full and complete satisfaction of the rights of the parties. Such arbitration shall be governed by the Federal Arbitration Act, 9 USC. Any and all such controversies, claims or disputes shall utilize the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and attorney's fees unless otherwise determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the same with no rights of appeal there from.

Special Conditions: Piers will consist of 4x16	6x16 solid pads and 8x8x	16 solid blocks			
	cation upon completion a				
		***			_
Cash Price: \$ 5,875					
Payment Conditions:	2,875 Down	3,000 upon comple	ion		
	"This proposal may b	e withdrawn by contractor if	not accepted within 3	30 days."	
conditions in the local there in contained. I H CONDITIONS OF BO *NOTE: It is the owner	area could possibily re AVE READ THIS AGR TH.	ract and is familiar with the sult in settling and accepts EEMENT AND WARRANT wide access, water, and electorsite.	this contract subject to Y AND AGREE TO TH	o the items and conditions HE TERMS AND	
Owner:		-	Date:		
Owner:			Date:	All the survey of the state of	
Representative: Roy	r Frazier		Date:		

# Appendix 2

10/30/2018

963 E Mistletoe - Google Maps

# Gogle Maps 963 E Mistletoe



Image capture: Mar 2016

San Antonio, Texas



Street View - Mar 2016



# 958 E. Mistletoe/JOSE Properties, LLC

### PAID to date

Closing Costs (-\$7,500 "repair hold back") (PAID)	\$22,807.58
2 <sup>nd</sup> Survey (PAID)	\$615.94
Construction/Tear out (Matt Simpson 11/21/18 invoice) (PAID)	\$2,205.06
Construction/Tear out (Matt Simpson 12/26/18 invoice) (PAID)	\$854.81
Foundation: 1st Choice House Leveling (PAID) ("repair hold	\$4,595
back" applied) \$5,875	
Patriot Roof (PAID) ("repair hold back" applied) \$6,220.00	\$0
Electric down payment house wiring (David Goetz) (PAID)	\$2,000
Construction (Matt Simpson 1/21/19 invoice) (PAID)	\$1,203.91
Insulation (Removal of all fire damage)	\$2,190
Engineer (Eric Davis)	\$750
Bathroom (Shower, vanity, toilet, tile – See Wayfair Receipt)	2,892.01
HVAC	\$6,172.20
Construction/contracting Matt Simpson	\$20,000.00
Demolition	\$3,358.10
	\$69,644.61

# Completion Work Estimates

Construction/contracting Matt Simpson (estimated)	\$6,000
Jackson	\$750
HVAC (completion)	\$700.00
Insulation (Open Cell Spray)	\$1,200.24
Electrical (David Goetz)	\$7,500
Plumbing	\$4,576.22
Plumbing (Sewer Line)	\$3,929.67
Flooring (Designer Wood Flooring, vapor barrier, Long leaf	\$8,000.00
pine)	
Tile Bathroom and Kitchen (waiting on final estimate)	\$2,500
Drywall (waiting on final estimate)	\$7,000
Kitchen Cabinets and Appliances (Ikea to price)	\$5,160.87
Trees (HOW)	\$650
	\$47,967.00

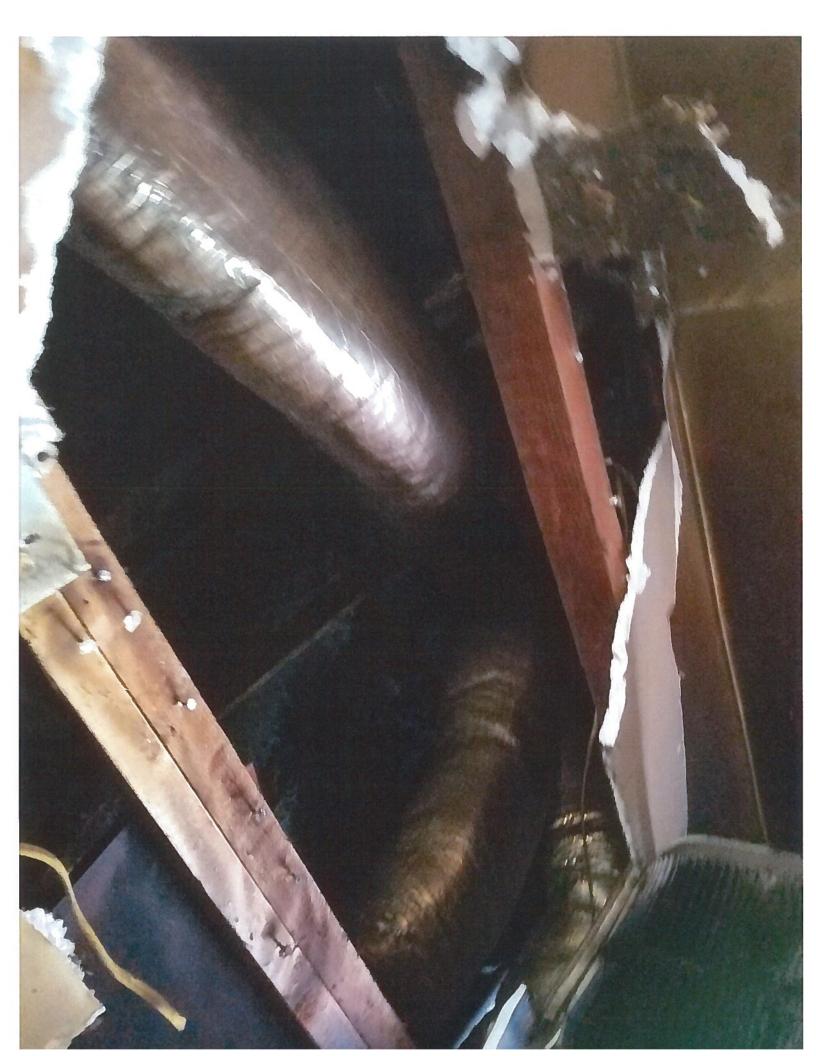
## **Completion Estimates**

HVAC	\$2,000
Insulation	\$4,907
Electrical (Goetz)	\$1,000
Construction/contracting Matt Simpson (?)	\$0
Plumbing	\$1,000
Flooring (waiting on final estimate)	\$0
Tile Bathroom and Floor Install	\$2,500
Drywall (waiting on final estimate)	\$5,000
Kitchen Cabinets and Appliances (Ikea)	\$6,409
Yard Grading and Cleanup	\$0
Exterior Paint	\$1,100
Tree Removal	\$0
Skirt	\$0
Fence	\$0
CPS	\$0
Doors	\$0
Windows	<u>\$0</u>
Sum	\$23,916.00
Total Available	\$11,000.00









# Comp Sales 2019 Grid - 2019 ARB Protest - 07/16/2019

	Subject	Comp #1	*Comp #2
GEO ID	06461-000-0511	06391-000-0121	06391-000-0121
Prop ID	1058828	1058799	1058799
Situs	958 E MISTLETOE AVE SAN	310 TRAIL ST SAN ANTONIO,	310 TRAIL ST SAN ANTONIO,
Neighborhood	57032	57032	57032
Neighborhood Adj	57032 0	57032 0	57032 0
Neighborhood Mass Improv Adj	0.00%	0.00%	0.00%
Mapsco	617A1	617A1	617A1
Market Value	183,910	253,480	191,900
Market Price / SQFT	256.86	304.66	230.65
Sale Price		300,000	230,000
Sale Price / SQFT		360.58	276.44
Adj Sale Price		300000	230000
Sale Date		7/27/2018	9/8/2017
Financing Code		VL	CA
Sale Type - Conf Level		Q	Q
Land Value Adj	148,610	84,180 64,430	131,020 17,590
Class	Α	Α	F
Class Adj	AWS	AHP 1,897	FAB 18,445
% Good Adjustment	70.00%	90.00% -43,164	40.00% 29,694
% Complete	40	100	100
Living Area	716	832	832
Actual Year Built	1945	1946	1946
Effective Year Built	1945	1946	1946
Segments & Adj	Living Area 716	Living Area 832 -10,185	Living Area 832 -7,878
	Attached Open Porch 54	Attached Open Po 140 -2,840	Attached Open Porch 140 -770
	0	Attached Open Porch 60 -1,560	Attached Open Porch 60 -590
		36820 -36,820	18500 -18,500
Segment Adj Subtotal	0	-51405	-27738
Net Adjustment	0	-28,242	37,570
Indicated Value		271,758	267,570
Indicated Value / SQFT		379.55	373.7
Median Value / SQFT	376.63		
Picture			

	Subject	*Comp #3	Comp #4
GEO ID	06461-000-0511	06200-001-0180	06203-004-0200
Prop ID	1058828	372723	372775
Situs	958 E MISTLETOE AVE SAN	677 E WOODLAWN AVE SAN	729 E WOODLAWN AVE SAN
Neighborhood	57032	57032	57032
Neighborhood Adj	57032 0	57032 0	
Neighborhood Mass Improv Adj	0.00%	0.00%	0.00%
Mapsco	617A1	617A1	617A1
Market Value	183,910	282,700	313,100
Market Price / SQFT	256.86	252.19	257.48
Sale Price		320,000	371,000
Sale Price / SQFT		285.46	305.1
Adj Sale Price		320000	371000
Sale Date		2/24/2017	5/10/2017
Financing Code		OT	OT
Sale Type - Conf Level		Q	Q
Land Value Adj	148,610	124,010 24,600	100,300 48,310
Class	Α	G	A
Class Adj	AWS	GSB -27,532	AWS 8,026
% Good Adjustment	70.00%	80.00% -19,599	90.00% -54,140
% Complete	40	100	100
Living Area	716	1121	1216
Actual Year Built	1945	1963	1943
Effective Year Built	1945	1963	1943
Segments & Adj	Living Area 716	Living Area 1121 -46,429	
•	Attached Open Porch 54		Attached Open Po 135 -2,740
	0	Attached Garage 513 -14,730	
		Terrace with cover 490 -8,580	17760 -17,760
		0	
Segment Adj Subtotal	0	-70309	-66610
Net Adjustment	0	-91,341	-65,617
Indicated Value		228,659	305,383
Indicated Value / SQFT		319.36	426.51
Median Value / SQFT	376.63		
Picture			



2 .

Date of this notice: 10-01-2018

Employer Identification Number:

83-2066984

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

JOSE PROPERTIES LLC
MATTHEW F WYMER SOLE MBR
112 E PECAN ST STE 2750
SAN ANTONIO, TX 78205

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2066984. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

#### IMPORTANT REMINDERS:

- \* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is JOSE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575G

\_\_\_\_\_

Keep this part for your records. CP 575 G (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 G

999999999

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 10-01-2018 ( ) -

10-01-2018 JOSE O 9999999999 SS-4

EMPLOYER IDENTIFICATION NUMBER: 83-2066984

FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023 

JOSE PROPERTIES LLC MATTHEW F WYMER SOLE MBR 112 E PECAN ST STE 2750 SAN ANTONIO, TX 78205

This is NOT a Tax

### 2019 Notice of Appraised Value

Do Not Pay From This Notice

BEXAR APPRAISAL DISTRICT 411 N. FRIO, P.O. BOX 830248 SAN ANTONIO, TX 78283-0248

Phone: (210) 224-2432 Fax: (210) 242-2453

DATE OF NOTICE: April 1, 2019

#BWNCTVY #0310588280# Account#: 1058828 Ownership %: 100.00 Geo ID: 06461-000-0511

Legal: NCB 6461 BLK LOT SE TRI 33.59 FT OF 51, S IRR

46.11 FT OF 52 & E 105 FT OF IRR OF 53

Legal Acres: 0.3166

Situs: 958 E MISTLETOE AVE SAN ANTONIO, TX 78212

Owner ID: 3150323

\*\*\* THIS IS NOT A BILL \*\*\*

Property ID: 1058828 - 06461-000-0511

JOSE PROPERTIES LLC 428 NORMANDY AVE SAN ANTONIO, TX 78209-4543

Dear Property Owner,

We have appraised the property listed above for the tax year 2019. As of January 1, our appraisal is outlined below.

Appraisal Information				YOU T	Last Year - 2018				posed - 2019	
Improvements	Improvements (Structures / Buildings, etc.) Market Value				72,390			35,300		
Market Value	of Non Ag/Timb	er Land	- <del></del>				148,0	610		148,610
Market Value	of Ag/Timber La	nd						0		0
Market Value	of Personal Pro	perty/Minerals						0		0
Total Market \	/alue						221,0	000		183,910
Productivity V	alue of Ag/Timb	er Land	•					0		0
Appraised Val	lue						194,	338		183,910
Homestead C	ap Value exclud	ing Non-Homesite Value (i.e	e. Ag. Commercial)			194,338			183,910	
Exemptions	(DV - Disabled \	et; DP-Disabled Person; HS-	Homestead; OV65-O	ver 65)		HS				
2018 Exemption Amount	2018 Taxable Value	Taxing Unit	2019 Proposed Assessed Value	2019 Exempt Amou		2019 Taxable Value	2018 Tax Rate	Es	2019 timated Taxes	FreezeYear and Tax Ceiling
3,000 5,000 0 0 0 0 30,000	189,338 194,338 194,338 194,338 194,338	BEXAR CO RD & FLOOD SA RIVER AUTH ALAMO COM COLLEGE UNIV HEALTH SYSTEM BEXAR COUNTY CITY OF SAN ANTONIO SAN ANTONIO ISD	183,910 183,910 183,910 183,910 183,910 183,910 183,910		0 0 0 0 0 0	183,910 183,910 183,910	0.023668 0.018580 0.149150 0.276235 0.277429 0.558270 1.562600	1	43.53 34.17 274.30 508.02 510.22 1,026.71 2,873.78	

#### DO NOT PAY FROM THIS NOTICE TOTAL ESTIMATED TAX: \$5,270.73

The difference between the 2014 appraised value and the 2019 appraised value is 21.95%. This percentage information is required by Tax Code section 25.19(b-1).

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. "The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials."

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). This situation may also apply to the county, junior college district, and some cities.

Included are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) notice of protest.

Deadline for filing a protest: Location of Hearings: ARB will begin hearings: May 15, 2019 411 N FRIO ST May 28, 2019

THIS IS NOT A BILL

To file a protest, complete the "Notice of Protest" form on the back of this notice by following the instructions included in the form. Mail or deliver the form to the appraisal review board at the following address no later than the deadline stated above:

Bexar Appraisal Review Board

PO Box 830248

San Antonio, TX 78283-0248.

If you have any questions or need more information, please contact the appraisal district office at (210) 224-2432 or at the address shown above.

Sincerely,

Michael Amezquita Chief Appraiser