

# Architecture Committee

January 30, 2024



TEXAS HISTORICAL COMMISSION

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**AGENDA**  
**ARCHITECTURE COMMITTEE**

Holiday Inn Austin Town Lake  
Sunflower/Marigold Room  
20 N-IH 35  
Austin, TX 78701  
January 30, 2024  
9:30 a.m.

*(or upon adjournment of the 9:00 a.m. Archeology Committee,  
whichever occurs later)*

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*This meeting of the THC Architecture Committee has been properly posted with the Secretary of State's Office according to the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. The members may discuss and/or take action on any of the items listed in the agenda.*

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1. **Call to Order** – *Committee Chair Limbacher*
  - A. Committee member introductions
  - B. Establish quorum
  - C. Recognize and/or excuse absences
2. **Consider approval of the October 26, 2023 Architecture Committee meeting minutes** – *Limbacher*
3. **Division of Architecture update and Committee discussion, including updates on staffing, federal and state architectural reviews, courthouse preservation, disaster assistance, trust fund grants, and historic preservation tax credit projects (Item 8.1)** – *Brummett*
4. **Consider adoption of rule review for Texas Administrative Code, Title 13, Part 2, Chapter 17, related to State Architectural Programs, as published in the November 17, 2023, issue of the *Texas Register* (48 TexReg 6751) (Item 6.6)** – *Brummett*
5. **Consider approval of the recapture of funds from and/or supplemental funding to previously awarded Texas Historic Courthouse Preservation Program projects (Item 8.2)** – *Tietz*
6. **Adjournment** – *Limbacher*

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact Paige Neumann at (512) 463-5768 at least four (4) business days prior to the meeting so that appropriate arrangements can be made.

TEXAS HISTORICAL COMMISSION

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**MINUTES**  
**ARCHITECTURE COMMITTEE**  
The National Museum of the Pacific War  
Admiral Nimitz Historic Ballroom  
340 E. Main Street  
Fredericksburg, Tx 78624  
October 26, 2023  
2:30 p.m.

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*Note: For the full text of action items, please contact the Texas Historical Commission at P.O. Box 12276, Austin, Tx 78711 or call 512-463-6100*

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**Committee members in attendance:** Chair Laurie Limbacher and commissioners Monica Burdette, Garrett Donnelly, David Gravelle, and Tom Perini

**Committee members absent:** Commissioners Duda

**1. Call to Order**

The meeting was called to order at 2:38 p.m. by Committee Chair Laurie Limbacher. She announced the meeting had been posted to the *Texas Register*, was being held in conformance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 and that the notice was properly posted with the Secretary of State's Office as required.

**A. Committee member introductions**

Chair Limbacher welcomed everyone and called on each commissioner to individually state their name and the city in which they reside.

**B. Establish quorum**

Chair Limbacher reported a quorum was present and declared the meeting open.

**C. Recognize and/or excuse absences**

Commissioner Garcia moved to approve the absence of Commissioner Duda. Commissioner Donnelly seconded the motion, and it passed unanimously.

**2. Consider approval of the July 20, 2023, Architecture Committee meeting minutes**

Chair Limbacher called for a motion to approve the meeting minutes. Commissioner Gravelle moved approval, and it was seconded by Commissioner Burdette. The motion passed unanimously.

**3. Division of Architecture update and Committee discussion (Item 9.1)**

Elizabeth Brummett, the director of the Division of Architecture, provided an update on the past quarter. Ms. Brummett began with an update on tax credit projects including the Bellville Turnverein Plaza and the Grant Building. Ms. Brummett then moved on to the Texas Preservation Trust Fund (TPTF) update; she stated that the THC received 16 project proposals on July 12 for the TPTF FY 2024 grant round. This figure includes four architecture project proposals seeking earmarked funds in the City of Dallas. On September 19, staff presented the proposals to the TPTF Advisory Board. The TPTF Advisory Board's

recommendations will be presented to the Executive Committee for review and issuance of the grant awards. Ms. Brummett then filled the committee on past sites visits to the Battleship Texas and Big Bend National Park made by the Federal and State Review Team. Ms. Brummett then transitioned the update to the Disaster Assistance team, in which she mentioned most of the projects are at the close out stage, including the Galveston Scottish Rite Temple. Lastly, Ms. Brummett provided an update on the Texas Historic Courthouse Preservation Program, where she discussed Round XI grant recipients Mason, Polk, and Taylor counties.

**4. Rule Amendments (Item 7.7)**

**A. Consider adoption of amendments to Texas Administrative Code, Title 13, Part 2, Chapter 12, sections 12.5, 12.7 and 12.9 related to the Texas Historic Courthouse Preservation Program without changes to the text as published in the August 11, 2023 issue of the *Texas Register* (48 TexReg 4368)**

Elizabeth Brummett reminded the committee that initial publication of rules changes was brought forth for consideration at the July quarterly meeting. She informed the committee there were no public comment since the publication in the *Texas Register*, so staff feels ready to proceed with adoption of the proposed amendments. Garrett Donnelly moved that the committee send forward to the Commission and recommend adoption of amendments to Texas Administrative Code, Title 13, Part 2, Chapter 12, Sections 12.5, 12.7, and 12.9 related to the Texas Historic Courthouse Preservation Program without changes to the text as published in the August 11, 2023 issue of the *Texas Register* (48 TexReg 4368). The motion was seconded by Commissioner Garcia and it passed unanimously.

**B. Consider adoption of amendments to Texas Administrative Code, Title 13, Part 2, Chapter 13, sections 13.1–13.3 related to the Texas Historic Preservation Tax Credit Program without changes to the text as published in the August 11, 2023 issue of the *Texas Register* (48 TexReg 4372)**

Elizabeth Brummett gave background on this administrative rule change and stated that this moves Texas Historic Preservation Tax Credit Program out from the franchise tax section of the tax code and safeguards the program should the franchise tax ever be repealed. Commissioner Gravelle moved that the committee send forward to the Commission and recommend adoption of amendments to Texas Administrative Code, Title 13, Part 2, Chapter 13, Sections 13.1–13.3, related to the Texas Historic Preservation Tax Credit Program without changes to the text as published in the August 11, 2023 issue of the *Texas Register* (48 TexReg 4372). The motion was seconded by Commissioner Perini and it passed unanimously.

**5. Consider filing authorization of intent to review and consider for re-adoption, revision, or repeal of Chapter 17 of Texas Administrative Code, Title 13, Part 2, related to State Architectural Programs for publication and public comment in the *Texas Register* (Item 9.2)**

Elizabeth Brummett stated that every four years an agency reviews and considers re-adoption of their rules. She stated that this year is Chapter 17's turn, which includes rules for the Texas Preservation Trust Fund grant program and the Courthouse Law. Ms. Brummett stated that the division may or may not come back with revisions at the next meeting. Commissioner Gravelle moved that the committee send forward to the Commission and

recommend approval of THC's intent to review and consider for re-adoption, revision or repeal of Chapter 17, related to State Architectural Programs, for publication in the *Texas Register*. Commissioner Burdette seconded the motion and it passed unanimously.

**6. Consider approval of the recapture of funds from and/or supplemental funding to previously awarded Texas Historic Courthouse Preservation Program projects (Item 9.3)**

Ms. Brummett stated that Kimble County is requesting to return the total of grant funds that have been awarded. Due to the prior program cap, Kimble County committed a substantial percent of the total project cost as their cash match. Despite the additional funding they received back in September, the total project cost exceeds the county's annual budget and is beyond their financial capacity. Kimble County is going to re-reply in Round XIII, where they can seek a lower match percentage. Ms. Brummett provided the amount of funds they are returning totaling \$6,152,431. Commissioner Burdette moved to send forward to the Commission and recommend approval to recapture funds from Kimble County in the amount of \$6,152,531. Commissioner Donnelly seconded the motion and it passed unanimously.

**7. The meeting adjourned at 3:00 pm.**

## Quarterly Report

Division of Architecture  
October–December 2023

### FEDERAL AND STATE REVIEW

During this quarter, Division of Architecture (DOA) staff completed 159 reviews under Section 106 of the National Historic Preservation Act of 1966, issued 11 permits for State Antiquities Landmark properties, reviewed 21 Recorded Texas Historic Landmark properties, and provided oversight and guidance to 13 active Texas Preservation Trust Fund architecture grant projects.

#### State Antiquities Landmarks

South and West Texas reviewer Sheena Cox completed a State Antiquities Landmark Historic Buildings and Structures permit review for **Mission San José** at the San Antonio Missions National Historical Park, Bexar County. The permit allows for exterior preservation work and roof repairs on the Spanish-era mission. The Archdiocese of San Antonio is also seeking Texas historic preservation tax credits for this work, requiring coordination between program staff.

#### Recorded Texas Historic Landmarks

Central and West Texas and Military Reviewer Patrick Bassett reviewed the proposed addition of a new limestone foundation at the **A.S. Mason House** in Leander, Williamson County, a Recorded Texas Historic Landmark. The exterior scope of work proposed the installation of a brick façade around the original pier and beam limestone rubble foundation. After lengthy consultation with the property owner, a more historically appropriate limestone foundation was agreed upon, and the project was approved by Bassett.

Cox also reviewed a roof replacement for the bandstand at **Deleon Plaza** in Victoria, Victoria County, and the relocation of the historic **O. Henry House** in San Antonio, Bexar County, to a location across from Casa Navarro State Historic Site.

#### National Historic Preservation Act, Section 106

During November, the Army Corps of Engineers invited Katharine Sheldon, North Texas Reviewer, to the **Denison Dam** in Grayson County. The visit provided preliminary input for an anticipated project involving the replacement of a wall originally intended to be temporary in design that has remained for 80 years. The wood-and-asbestos-

constructed wall is now in a state of disrepair, and the Army Corps proposes demolition with the intent to replace it with a permanent treatment. Since the project has not been formally submitted for Section 106 review, this site visit provides an example of how preliminary project consultation can be useful.

East Texas Reviewer Jonathan Moseley reviewed a project at the National Register of Historic Places-listed **Orange Show**, a folk-art environment in Houston, Harris County. The National Endowment for the Arts-funded project calls for the creation of The Orange Show Artist Conservation Corps focusing on the long-term conservation of the historic fabric. The building is classified as a work of art on the National Register nomination, and the project has been one of several recent submissions involving rehabilitation and stabilization of the site. It also received FY 2024 monies for a development project from the Texas Preservation Trust Fund for rust remediation, crack patching, and tile repair.

### TEXAS PRESERVATION TRUST FUND

Grant administration is underway for Texas Preservation Trust Fund (TPTF) projects awarded funds in the FY 2024 grant cycle. On December 1, 2023, the FY 2025 grant application launched, noting that the overall amount of funds available for regular TPTF grants increased to \$330,000 resulting from the 88th Legislative Session, and individual grant requests may increase from \$30,000 to \$50,000. Earmarked funds for eligible projects in the City of Dallas and Panhandle areas remain available. Excitingly, several FY 2022 TPTF projects were closed out this quarter, including planning document creation for the Manuel Sanchez House in San Ygnacio, Zapata County, and window rehabilitation at the Draughton-Moore “Ace of Clubs” House in Texarkana, Bowie County.

### HURRICANE HARVEY EMERGENCY SUPPLEMENTAL HISTORIC PRESERVATION FUND (HIM ESHPF)

The grant was set to expire on March 31, but the National Park Service (NPS) granted an extension until August 31. The primary purpose of the extension is to allow the Galveston Historical Foundation sufficient time to develop and begin a revised scope of work for Ashton Villa. The building will be raised three-to-five feet above

current elevation to resolve persistent moisture and flooding damage that come with each major storm or hurricane. This change to a more permanent flood-proofing solution is possible through additional NPS funding from the African American Civil Rights grant program.

Three other projects may also benefit from the additional time as they are experiencing construction and supply delays. However, most projects remain on schedule to be fully reimbursed and closed out for their contracted completion date of March 31.

## **PRESERVATION TAX CREDITS**

During this quarter, the **Texas Historic Preservation Tax Credit** (THPTC) program received 43 Part A, 14 Part B, 34 Part B amendment, and 13 Part C applications.

Since the date of the last quarterly narrative, **Certificates of Eligibility** were issued for 10 completed projects in Brownsville, Dallas, Denton, Houston, Rosenberg, San Antonio, and Uvalde. (See highlights for newly certified projects.) Qualified expenses for these projects total over \$26 million. A total of 419 projects have now been certified since the beginning of the program in 2015, with \$3.36 billion in qualified expenses.

The **Federal Rehabilitation Tax Credit program** received 10 Part 1, 14 Part 2, 18 Part 2 amendment, 3 Part 3, and 3 Part 3 amendment applications. One project was certified by the NPS this quarter.

Tax credit staff made site visits to potential and completed projects in Austin, Dallas, San Angelo, San Antonio, and Waco.

Project Reviewer Austin Lukes spoke at Preservation Austin's Historic Tax Credit Workshop, along with a professional consultant, a local developer, and a legal consultant. Valerie Magolan, also a project reviewer, spoke at a special presentation between the Texas Historical Foundation and the Michael Christopher Duda Center for Preservation, Resilience, and Sustainability. Magolan also delivered presentations to the Texas Downtown Conference in Nacogdoches and to classes at UT San Antonio and Texas Tech at El Paso.

## **COURTHOUSE PRESERVATION PROGRAM**

### **THCPP-Funded Construction Projects**

Abatement and selective demolition are underway at the Round XII full restoration projects: the **Hall County Courthouse** in Memphis, **Upshur County Courthouse** in Gilmer, and **Wise County Courthouse** in Decatur. Restoration of the interior finishes are nearly complete at the **Callahan County Courthouse** in Baird, with an

anticipated rededication in November. At the **Lee County Courthouse** in Giddings, the accessibility ramp has been reconstructed, interior crack patches are complete, and an inappropriate skim coat of drywall mud will be removed from all the walls throughout the building before restoring the paint finishes, following a major foundation repair. The interior finish restoration is nearly complete at the **Mason County Courthouse** in Mason following its 2021 fire, and project completion is expected early this year. Replicated concrete entry stairs, porches, and an accessibility ramp were rejected by the architect, so the team is discussing solutions. Masonry repair is still underway at the **Polk County Courthouse** in Livingston, while abatement and selective demolition are complete. Interior finish restoration continues in the **Taylor County Courthouse** in Abilene, with a rededication expected in late summer.

### **Non-Grant Projects**

Following notice to the THC in 2022 and tremendous staff effort to persuade the commissioners court to reconsider, Waller County relinquished its 1956 **Waller County Courthouse** in Hempstead for abatement in November, with demolition of that historic courthouse expected before the end of the year.

### **Stewardship**

In November, staff hosted two regional stewardship workshops to train county facility managers and elected officials on how to preserve their historic courthouses using basic maintenance practices. The well-attended workshops were sponsored by the Texas Land Title Association, which sent a representative to welcome guests to Goliad and San Saba. Both workshops included a tour of the restored courthouse, overviews of the Courthouse Maintenance Handbook and the Texas Historic Courthouse Preservation Program, and a roundtable discussion where facility managers shared common maintenance problems and how to address them. Each workshop attracted over two dozen attendees from nearby counties.

Round 9 Construction Status Report

12/15/2023

County & Round	Pre-Construction						Construction							Post-Construction						Architect	Contractor	Status Notes		
	Reviewer	Grant Award & Balance	Funding Agreement	Easement	Architect Contract	Construction Docs	NTP Bid	SAL Permit	Bid Period Start	Bid Tally Sheet	Construction Contract	Sub List	NTP to Construction	Construction Start	Work In Progress	Close Out Docs	Certificate of Insurance	Completion Report	Substantial Completion				Project Completion	Rededication
<b>Cameron</b> 9 Emergency Construction	Tania Salgado	\$450,000.00 \$0	■	■	■	■	■	■	12/04/2016	■	■	■	■	7/26/2018	□	■	■	■	3/29/2019	4/29/2019	N/A	Ford, Powell & Carson, Inc.	SpawGlass	Complete
<b>Fannin</b> 9 Full Restoration	James Malanaphy	\$5,600,000.00 \$601,301.00	■	■	■	■	■	N/A	01/01/2018	■	■	■	■	4/1/2018	□	■	■	□	4/28/2022	8/1/2023	3/11/2022	ArchiTexas Dallas	Phoenix 1	Some construction deficiencies still being corrected. Completion report under review.
<b>Karnes</b> 9 Full Restoration	Tania Salgado	\$4,093,559.00 \$0	■	■	■	■	■	■	10/14/2015	■	■	■	■	11/1/2015	□	■	■	■	1/29/2018	3/2/2018	4/7/2018	Fisher-Heck Architects	MJ Boyle	Complete
<b>Kleberg</b> 9 Emergency Construction	Tania Salgado	\$450,000.00 \$0	■	■	■	■	■	■	11/1/2018	■	■	■	■	1/29/2018	□	■	■	■	4/8/2019	5/8/2019	N/A	Komatsu Architecture	JC Stoddard	Complete
<b>Lynn</b> 9 Full Restoration	Eva Osborne	\$5,149,905.00 \$0	■	■	■	■	■	■	12/01/2016	■	■	■	■	5/1/2017	□	■	■	■	10/1/2019	2/1/2019	7/20/2020	Komatsu Architecture	Stoddard Construction Management Inc.	Complete
<b>San Saba</b> 9 Full Restoration	Eva Osborne	\$4,911,105.00 \$0	■	■	■	■	■	■	08/25/2017	■	■	■	■	12/8/2017	□	■	■	■	5/1/2020	11/1/2019	3/4/2020	ArchiTexas Austin	JC Stoddard	Complete
<b>Willacy</b> 9 Emergency Construction	Tania Salgado	\$402,970.00 \$42,920.00	■	■	■	■	■	■	03/01/2017	■	■	■	■	11/1/2021	□	■	■	■	TBD	5/1/2023	N/A	Limbacher & Godfrey	SpawGlass	Completion Report received on 11/14/2023, and is under review.

Count:

7

Total Funds Awarded:

\$21,057,539.00

Funds Remaining:

\$967,048.00

**Round 10 Master Plan Update Grants Status Report**

12/15/2023

County	Round	Reviewer	Grant Award	Remaining	Agreement	Contract	Schematic	Design	65%	95%	Architect	Contact	Notes
Bandera	10MP	Tania Salgado	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Stan Graves	Complete
Bell	10MP	James Malanaphy	\$ 22,500.00	\$ -	■	■	■	■	■	■	EIKON Consulting	Michael Tubiolo	Complete
Blanco	10MP	Betsy Frederick-Rothwell	\$ 50,000.00	\$ -	■	■	■	■	■	■	Hutson Gallagher	Chris Hutson	Complete
Burnet	10MP	Susan Tietz	\$ 44,900.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Larry Irsik	Complete
Chambers	10MP	Greta Wilhelm	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Dallas	Jay Firsching	Complete
Clay	10MP	Eva Osborne	\$ 50,000.00	\$ -	■	■	■	■	■	■	Harper Perkins	Charles F. Harper	Complete
Coleman	10MP	Eva Osborne	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Larry Irsik	Complete
Collin	10MP	James Malanaphy	\$ 44,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Dallas	David Chase	Complete
Duval	10MP	Tania Salgado	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Stan Graves	Complete
Frio	10MP	Tania Salgado	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Stan Graves	Complete
Grayson	10MP	James Malanaphy	\$ 50,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Dallas	David Chase	Complete
Hall	10MP	Eva Osborne	\$ 46,655.00	\$ -	■	■	■	■	■	■	Arthur Weinman	Arthur Weinman	Complete
Hutchinson	10MP	Eva Osborne	\$ 50,000.00	\$ -	■	■	■	■	■	■	Barham & Associates	Michael Barham	Complete
Jefferson	10MP	Susan Tietz	\$ 50,000.00	\$ -	■	■	■	■	■	■	LaBiche Architectural	Dohn LaBiche	Complete
Kimble	10MP	Tania Salgado	\$ 44,625.00	\$ -	■	■	■	■	■	■	Hutson Gallagher	Chris Hutson	Complete
Kleberg	10MP	Tania Salgado	\$ 49,500.00	\$ 49,500.00	■	■	■	■	■	□	Komatsu Architecture	Charlie Kearns	As of 10/20/23, sent comments (minimal) to be addressed so the letter of approval can be sent to the county.
Limestone	10MP	James Malanaphy	\$ 43,000.00	\$ -	■	■	■	■	■	■	Komatsu Architecture	Charlie Kearns	Complete
Mason	10MP	Eva Osborne	\$ 49,900.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Stan Graves	Complete
McLennan	10MP	James Malanaphy	\$ 44,900.00	\$ -	■	■	■	■	■	■	ArchiTexas Dallas	David Chase	Complete
Randall	10MP	Eva Osborne	\$ 50,000.00	\$ -	■	■	■	■	■	■	Hutson Gallagher	Tracy Hutson	Complete
Robertson	10MP	Betsy Frederick-Rothwell	\$ 40,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Dallas	Jay Firsching	Complete
Taylor	10MP	Eva Osborne	\$ 20,000.00	\$ -	■	■	■	■	■	■	ArchiTexas Austin	Stan Graves	Complete
Upshur	10MP	James Malanaphy	\$ 44,000.00	\$ -	■	■	■	■	■	■	Komatsu Architecture	Gordon Marchant	Complete
Willacy	10MP	Tania Salgado	\$ 50,000.00	\$ -	■	■	■	■	■	■	Limbacher & Godfrey	Laurie Limbacher	Complete
Wise	10MP	James Malanaphy	\$ 50,000.00	\$ -	■	■	■	■	■	■	Komatsu Architecture	Gordon Marchant	Complete

**Count:** 25

**Total Funds Awarded:** \$1,143,980.00

**Funds Remaining:** \$49,500.00

Round 11 Construction Status Report

12/15/2023

County & Round	Pre-Construction						Construction							Post-Construction					Architect	Contractor	Status Notes		
	Reviewer	Grant Award & Balance	Funding Agreement	Easement	Architect Contract	Construction Docs	NTP Bid	SAL Permit	Bid Period Start	Const Contract	Sub List	NTP Construction	Construction Start	Construction In Progress	Close Out Docs	Insurance	Completion Report	Substantial Completion				Estimated Construction Completion	Rededication
Callahan 11 Full Restoration	Eva Osborne	\$4,684,891.00 \$1,019,523.00	■	■	■	■	■	■	6/1/2021	■	■	■	7/1/2021	■	□	□	□	TBD	4/1/2024	Estimated November 2024	Komatsu Architecture	Stoddard Construction Management	The entry concrete stairs and walkways on the square have been replicated, and new fire stair construction is underway. The county anticipates a November 2024 Rededication.
Duval 11 Emergency Construction	Tania Salgado	\$1,400,000.00 \$377,408.00	■	■	■	■	■	N/A	6/1/2021	■	■	■	1/18/2022	■	□	□	□	10/15/2023	9/1/2023	N/A	ArchiTexas Austin	Premier Metalwerks	Construction complete apart from punchlist items. Awaiting completion report and closeout documents.
Lee 11 Emergency Construction	Dan Valenzuela	\$1,970,149.00 \$267,324.00	■	■	■	■	■	■	7/15/2021	■	■	■	3/3/2022	■	□	□	□	TBD	11/1/2023	N/A	Sparks Engineering	JC Stoddard	Paint and plaster issues continue due to poor installation methods during the Round 8 crack repair and finish restoration following the Round 6 foundation repair. Portland cement plaster was used during previous project to patch interior cracks from prior foundation repairs rather than gypsum and lime plaster. During previous project, walls throughout the building were skim coated with drywall mud and air between original plaster finish have formed, resulting in a poor bond and paint failure. It appears the contractor did not follow the construction documents prepared by the architect.
Mason 11 Full Restoration	Eva Osborne	\$10,140,119.00 \$1,334,772.00	■	■	■	■	■	■	2/1/2022	■	■	■	1/15/2022	■	□	□	□	TBD	1/31/2024	TBD	ArchiTexas Dallas	Stoddard General Contractors	Wood window and floor installation in process. Elevator equipment delivered. New concrete at the accessibility ramp, stair and porch all rejected by architect. Team discussing solutions. Project completion anticipated early 2024 and rededication expected in the spring 2024.
Newton 11 Special Appropriation	James Malanaphy	\$1,100,000.00 \$1,100,000.00	■	□	■	■	■	□	7/1/2023	□	□	□	8/1/2023	□	□	□	□	TBD	2/1/2024	N/A	LaBiche Architectural Group, Inc.		Pre-construction meeting soon to be scheduled.
Polk 11 Full Restoration	Dan Valenzuela	\$4,744,746.00 \$4,621,262.00	■	■	■	■	■	■	12/1/2022	■	■	■	7/1/2023	■	□	□	□	TBD	9/1/2024	TBD	Komatsu Architecture	JC Stoddard	Exterior scaffolding up and selective masonry repair has begun. Interior demolition nears completion. Pooling water below the basement slab was discovered during demolition. Contractor working with the City to determine source.
Taylor 11 Full Restoration	Eva Osborne	\$5,980,000.00 \$3,891,490.00	■	■	■	■	■	■	1/5/2021	■	■	■	4/22/2021	■	□	□	□	TBD	8/31/2024	TBD	ArchiTexas Austin	Joe R. Jones Construction	Major work items include the installation of a concrete beam to support District Courtroom balcony. Waterproofing around perimeter complete with french drain. Verified no water in basement. Roofing and window installation in process.
Tyler 11 Special Appropriation	James Malanaphy	\$1,000,000.00 \$1,000,000.00	□	□	□	■	■	□	9/22/2022	■	□	□	1/15/2023	■	□	□	□	TBD	11/1/2023	N/A	LaBiche Architectural Group, Inc.	Construction Managers of Southeast Texas, LLC	Window repairs and painting, and a majority of the exterior plaster repairs and painting are complete. Clock tower is framed and sheathed, and bell amplification nearly complete. A recent flood caused major damage to the lower level of the 1930's addition to the courthouse. The county hired an architect to undertake repairs necessary to reoccupy this area of the courthouse.

Count:  
10  
Total Funds Awarded:  
\$23,378,984.00

Funds Remaining:  
\$23,216,558.00

**Round 11 Planning**

12/15/2023

County	Round	Reviewer	Grant Award	Remaining	Funding Agreement	Easement	Contract	Schematic	Design	65%	95%	Architect	Contact
Kimble	11	Tania Salgado	\$378,489.00	\$378,489.00	■	■	■	■	■	■	■	Hutson Gallagher	Chris Hutson
Washington	11	Betsy Frederick-Rothwell	\$713,130.00	\$0	■	■	■	■	■	■	■	Architexas	Susan Frocheur
Willacy	11	Tania Salgado	\$803,359.00	\$584,634.00	■	■	■	■	■	■	□	Limbacher & Godfrey	Laurie Limbacher
Wise	11	James Malanaphy	\$787,753.00	\$0	■	■	■	■	■	■	■	Komatsu Architecture	Karl Komatsu

**Total Funds Awarded: \$1,181,848.00**

Round 12 Construction Status Report

12/15/2023

County & Round	Reviewer	Pre-Construction					Construction							Post-Construction				Architect	Contractor	Status Notes		
		Grant Award & Balance	Funding Agreement	Easement	Construction in Progress	Bid Documents	NTP To Bid	Bid Period Start	Construction Contract	SAL Permit Issued	NTP to Construction	Construction Start	Construction in Progress	Estimated Completion	Substantial Completion	Rededication Date	Insurance Certificate				Completion Report	
Hall 12 Full Restoration	Eva Osborne	\$7,260,791.00 \$7,260,791.00	■	□	■	■	■	4/15/2023	■	■	■	■	9/1/2023	■	TBD	TBD	TBD	□	□	Arthur Weinman Architects (Weinman)	Premier Commercial Group (Odom)	Abatement and selective demolition underway.
Kimble 12 Full Restoration	Tania Salgado	\$5,294,242.00 \$0.00																		Hutson Gallagher (Hutson)	JC Stoddard	Funds Returned. Will reapply in Round XIII to request a lower local match % allowed by the new \$10 million cap.
Upshur 12 Full Restoration	James Malanaphy	\$6,195,130.00 \$6,195,130.00	■	□	■	■	■	4/1/2023	■	■	■	■	9/1/2023	■	1/1/2025	TBD	TBD	□	□	Komatsu Architecture (Komatsu)	JC Stoddard	Abatement and selective demolition underway.
Wise 12 Full Restoration	James Malanaphy	\$8,111,645.00 \$8,062,682.00	■	■	■	■	■	1/15/2023	■	■	■	■	8/1/2023	■	12/1/2024	TBD	TBD	□	□	Komatsu Architecture (Komatsu)	Premier Commercial Group (Odom)	Abatement and selective demolition underway.

Total Funds Awarded: \$21,628,197.00

Funds Remaining: \$21,579,234.00

## Round 12 Planning

12/15/2023

County	Round	Reviewer	Grant Award	Remaining	Agreement	Easement	Contract	Schematic	Design	65%	95%	Architect	Contact
Comanche	12	Eva Osborne	\$925,061.00	\$438,840.06	■	■	■	■	■	<input type="checkbox"/>	<input type="checkbox"/>	Komatsu Architecture	Karl Komatsu

**Awarded:** \$925,061.00

**Funds Remaining:** \$438,840.06

# TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM



## 1002-4 Panhandle St. 1924 Denton • Denton County • Texas

### History

The Craftsman-style duplex at 1002-1004 Panhandle Street was constructed during the peak of home building in the West Denton Residential Historic District. Construction in the neighborhood began just before 1900 and swelled to a surge in the 1920s. Larger plats were bought and subdivided into smaller lots, where individual homes would be built for sale. Many houses, like this one, were constructed by builders in collaboration with developers, who used commercially available pattern books to design the homes. The extensive home construction in the 1920s coincided with an increase in population in Denton, spurred on by new amenities, businesses, and educational facilities.

### Rehabilitation Project

After many decades of this duplex being used for rental housing, it was in poor repair. Some changes that had been made over time—including replacement of the front porch pillars with bland square posts, and installation of electrical meters on the front of the house—detracted from the house's original charm. As part of a full rehabilitation, the electrical meters were relocated to an unobtrusive location, and the original Craftsman-style front porch piers were reconstructed based on a historic photograph. New period-appropriate front doors were installed, and compatible sash windows with custom wood screens were installed to replace inappropriate aluminum windows. The house now has central HVAC, new wiring, and a new roof. The rejuvenated interior received new bath and kitchen fixtures, and the worn wood floors were refinished to their original luster.

DESIGNATION: Contributing resource within the West Denton Residential National Register Historic District

HISTORIC USE: Duplex

CURRENT USE: Duplex

TOTAL COST: \$225,000

QUALIFIED EXPENSES: \$225,000

CERTIFIED: October 29, 2023

CONTACT: Howington Construction

Also certified for federal tax credits.

**For more info**  
[www.thc.texas.gov/taxcreditprogram](http://www.thc.texas.gov/taxcreditprogram)

# TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM



## Knapp Chevrolet 1940 Houston • Harris County • Texas

### History

This small former Chevrolet showroom is a rare survivor in central Houston, both as an example of this once-common building type, and specifically as an example of Streamline Moderne architecture, of which there are only seven intact examples in Houston. Streamline Moderne was a unique early modern architectural style that grew out of the Art Deco movement, and incorporated sleek horizontal lines, curving forms, and frequently chrome metal accents. The building served as the first home of Knapp Chevrolet in Houston, which is one of the oldest local family-operated car dealership businesses still operating today.

### Rehabilitation Project

Before the building was purchased by Urbano Architects for this rehabilitation, it had been most recently used as a black box theater. The later interior finishes associated with the theater were removed to strip back the space to its original character. As with most dealerships of the era, the front of the space was originally an auto showroom, and the rear of the space was a service shop. This separation of uses was honored in the new finish-out by installing a finished ceiling in the front of the space, since the original ceiling had been lost, then leaving the wood ceiling joists exposed in rear of the space as they would have been historically. The building received a new roof, all new plumbing and HVAC, and new storefront windows. The exterior brick was carefully cleaned, and as a final touch, the deteriorated chrome hoods over the paired front doors were replaced with custom replicas that shine just as the original hoods once did.

DESIGNATION: Listed Individually in the National Register of Historic Places

HISTORIC USE: Auto dealership

CURRENT USE: Art gallery

TOTAL COST: \$441,249

QUALIFIED EXPENSES: \$416,767

CERTIFIED: October 4, 2023

CONTACT: Urbano Architects, PLLC;  
Long-Term Buildings, LLC; Houston  
Dart, LLC; TDC Realty, LLC

Also certified for federal tax credits.

**For more info**  
[www.thc.texas.gov/taxcreditprogram](http://www.thc.texas.gov/taxcreditprogram)

TEXAS  
HISTORICAL  
COMMISSION  
REAL PLACES TELLING REAL STORIES

# TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM



## Eldorado Ballroom 1939 Houston • Harris County • Texas

### History

For decades, the Eldorado Ballroom was a cultural hub for the African American community on Houston's Emancipation Avenue (historically Dowling Street). The second-floor ballroom space served as a social hall, hosted local entertainers and fledgling musical acts, and regularly drew crowds for nationally significant musicians such as Duke Ellington, Ella Fitzgerald, and Count Basie. The entire building served the community, as the storefront units at the ground floor were used by local Black businesses during the day. The founders of the ballroom, Clarence A. Dupree and Anna Johnson Dupree, were prominent businesspeople and philanthropists. The Duprees also opened a theater, an orphanage, a senior center, and supported Houston's Black community in numerous ways. Emancipation Avenue is now Texas' first downtown Main Street community.

### Rehabilitation Project

True to its origins, the building again houses community event space with retail below. With the later introduction of air conditioning to the ballroom, the original expansive banks of windows on the second floor had been blocked in with stucco and replaced with tiny ribbon windows. This project restored the original design of the building by reopening these areas and installing new windows that closely match the missing originals. Bands of neon lights that highlight the top of the building were recreated based on historic photographs. The interior rehabilitation was achieved by peeling away layers of later material to reveal historic fabric, including beautiful intact wood paneling that was discovered in the staircase to the main ballroom. Systems were upgraded, and new support spaces such as offices, gathering rooms, storage, restrooms, and a fire stair are provided by a rear addition.

DESIGNATION: Individually listed in the National Register of Historic Places

HISTORIC USE: Events and retail

CURRENT USE: Events and retail

TOTAL COST: \$6,800,000

QUALIFIED EXPENSES: \$2,800,000

CERTIFIED: October 18, 2023

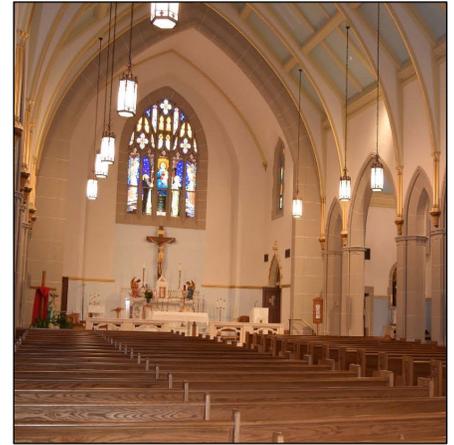
CONTACT: Project Row Houses; Stern and Bucek Architects; Forney Construction; Ryan Inc.

Certified for state tax credits only.

**For more info**  
[www.thc.texas.gov/taxcreditprogram](http://www.thc.texas.gov/taxcreditprogram)

TEXAS  
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# TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM



## **Holy Rosary Catholic Church** 1954 Rosenberg • Fort Bend County • Texas

### **History**

Designed in the Gothic Revival style, the Holy Rosary Catholic Church complex was designed in 1950 by Dallas-based architect Mark Lemmon and was constructed in the following years, with several additions and church spaces built in subsequent decades, including a school, offices, and chapel for use by parishioners. The growth of Rosenberg as a city, especially in the Catholic community, saw the parish attendance surge in the 1960s. Architectural elements of the complex are informed by the Marian perspective of the Holy Rosary, and these elements were prioritized to be preserved and rehabilitated as part of this project.

### **Rehabilitation Project**

In addition to masonry cleaning, repair of loose mortar, and rehabilitation of stained-glass windows, the larger health of the whole building site was also addressed. Drainage issues that had developed in the low-lying areas were dealt with, preventing long term damage and ideally reducing future foundation issues. To make the church more accessible for its community, new ramps and restrooms were installed, along with new acoustic and fire safety infrastructure systems that will allow for the church to serve the needs of the community for decades to come.

DESIGNATION: Individually listed in National Register of Historic Places

HISTORIC USE: Church

CURRENT USE: Church

TOTAL COST: \$6,188,000

QUALIFIED EXPENSES: \$6,082,000

CERTIFIED: November 9, 2023

CONTACT: Archdiocese of Galveston-Houston; Merriman Holt Powell Architects; Paradigm Construction; Price Consulting; SWCA Environmental Consultants

### **For more info**

[www.thc.texas.gov/taxcreditprogram](http://www.thc.texas.gov/taxcreditprogram)

**TEXAS**  
**HISTORICAL**  
**COMMISSION**   
REAL PLACES TELLING REAL STORIES

# TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM



## Eldorado Ballroom 1939 Houston • Harris County • Texas

### History

For decades, the Eldorado Ballroom was a cultural hub for the African American community on Houston's Emancipation Avenue (historically Dowling Street). The second-floor ballroom space served as a social hall, hosted local entertainers and fledgling musical acts, and regularly drew crowds for nationally significant musicians such as Duke Ellington, Ella Fitzgerald, and Count Basie. The entire building served the community, as the storefront units at the ground floor were used by local Black businesses during the day. The founders of the ballroom, Clarence A. Dupree and Anna Johnson Dupree, were prominent businesspeople and philanthropists. The Duprees also opened a theater, an orphanage, a senior center, and supported Houston's Black community in numerous ways. Emancipation Avenue is now Texas' first downtown Main Street community.

### Rehabilitation Project

True to its origins, the building again houses community event space with retail below. With the later introduction of air conditioning to the ballroom, the original expansive banks of windows on the second floor had been blocked in with stucco and replaced with tiny ribbon windows. This project restored the original design of the building by reopening these areas and installing new windows that closely match the missing originals. Bands of neon lights that highlight the top of the building were recreated based on historic photographs. The interior rehabilitation was achieved by peeling away layers of later material to reveal historic fabric, including beautiful intact wood paneling that was discovered in the staircase to the main ballroom. Systems were upgraded, and new support spaces such as offices, gathering rooms, storage, restrooms, and a fire stair are provided by a rear addition.

DESIGNATION: Individually listed in the National Register of Historic Places

HISTORIC USE: Events and retail

CURRENT USE: Events and retail

TOTAL COST: \$6,800,000

QUALIFIED EXPENSES: \$2,800,000

CERTIFIED: October 18, 2023

CONTACT: Project Row Houses; Stern and Bucek Architects; Forney Construction; Ryan Inc.

Certified for state tax credits only.

### For more info

[www.thc.texas.gov/taxcreditprogram](http://www.thc.texas.gov/taxcreditprogram)

TEXAS  
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COMMISSION  
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## TEXAS HISTORICAL COMMISSION

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### Item 6.6

Texas Historical Commission  
January Quarterly Meeting  
January 30–31, 2024

**Consider adoption of rule review for Texas Administrative Code, Title 13, Part 2, Chapter 17, related to State Architectural Programs, as published in the November 17, 2023, issue of the *Texas Register* (48 TexReg 6751)**

#### **Background:**

The Texas Government Code, §2001.039, establishes a four-year rule review cycle for all state agency rules, including THC rules. The Texas Historical Commission (THC) filed notice of proposed review of Texas Administrative Code (TAC), Title 13, Part 2, Chapter 17 with the *Texas Register* following the October 27, 2023 quarterly meeting. The official comment period began with publication of the notice of proposed review in the *Texas Register* on November 17, 2023. The filing of the notice of proposed review soliciting comments as to whether the reason for adoption continues to exist does not preclude any amendments that may be proposed through a separate rulemaking process.

If authorized by the Commission, the THC will file the notice of adopted review for Chapter 17 (State Architectural Programs) in the *Texas Register* following the January 31, 2024 meeting. The notice of adopted review will state that the THC finds the reasons for adopting the above-mentioned rule of the TAC continue to exist and readopts the rules.

The THC received no comments related to the rule review.

#### **Recommended Motion (Committee):**

Move to send forward to the Commission and recommend adoption of the review of Chapter 17 of the Texas Administrative Code, Title 13, Part 2, related to State Architectural Programs, as published in the November 17, 2023 issue of the *Texas Register* (48 TexReg 6751).

#### **Recommended Motion (Commission):**

Move to adopt the review of Chapter 17 of the Texas Administrative Code, Title 13, Part 2, related to State Architectural Programs, as published in the November 17, 2023 issue of the *Texas Register* (48 TexReg 6751).

## TEXAS HISTORICAL COMMISSION

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### Rule Review Adoption Preamble

The Texas Historical Commission (hereafter referred to as the commission) adopts the review of Texas Administrative Code, Title 13, Part 2, for Chapter 17, State Architectural Programs.

This review was completed pursuant to Texas Government Code, § 2001.039. The commission has assessed whether the reason(s) for adopting or re-adopting this chapter continues to exist. The notice of a proposed review was published in the November 17, 2023 issue of the *Texas Register* (48 TexReg 6751).

The commission received no comments related to the review of the above-noted chapter.

The commission finds that the reasons for initially adopting these rules continue to exist and re-adopts Chapter 17 in accordance with the requirements of Texas Government Code, § 2001.039.

This concludes the review of 13 TAC Chapter 17.

TRD – 202304062

Mark Wolfe  
Executive Director  
Texas Historical Commission  
Proposed review filed November 17, 2023

# TEXAS HISTORICAL COMMISSION

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## Item 8.2

Texas Historical Commission  
January Quarterly Meeting  
January 30–31, 2024

### **Consider approval of the recapture of funds and/or supplemental funding to previously awarded Texas Historic Courthouse Preservation Program projects**

#### **Background:**

Preservation projects involve a certain degree of uncertainty and unexpected conditions may arise during a project. These newly discovered or unanticipated conditions typically have an adverse impact on project budgets. The THC may discuss one or more courthouse projects that this situation applies to and consider supplemental awards to those counties.

The Commission will consider the following supplemental funding awards:

#### **A) Lamar County Courthouse Out-of-Cycle Emergency Grant Request**

Lamar County is requesting out-of-cycle emergency grant funds to repair the roof parapet and replace the existing roof to stop ongoing water infiltration. The county's architect proposes replacement of the entire roof membrane and its associated flashing and counterflashing, removal of mechanical equipment from the roof, and repairs to damaged interior finishes. Parapet masonry would be repaired as needed, and new downspouts and chases would be fitted to help with drainage. The county eliminated roof replacement from its 2002–2005 full restoration project and opted to patch the roof, which at the time was deemed sufficient based on its condition. The county has patched the roof a few times since the courthouse's rededication. Water infiltration at the parapet and roof is a persistent and ongoing problem. The interior plaster walls and ceilings show significant damage. From the select areas where the concrete roof deck is exposed, it appears to be in poor condition. Rusted rebar from the concrete deck is also exposed in some areas. The latest repairs to the parapet, which included removing the roof membrane from the parapet wall and applying a plaster parge coat covered with a mineral based coating, were unsuccessful in mitigating the water intrusion into the building. The courthouse needs repairs to prevent further damage and deterioration to the structure. The county is concerned that the damage will become consequential to the structural integrity of the building if left untreated.

THC staff recommends that Lamar County's out-of-cycle emergency grant request be denied due to the gradual nature of the issue. While the roof leaks are a significant concern, this issue developed slowly since 2005 and therefore, staff finds that it does not warrant consideration out-of-cycle. Out-of-cycle emergency grants are awarded without competition and therefore should be reserved for dire cases that address unforeseen and unexpected conditions, such as structural stabilization following a fire or urgent repairs following damage from a severe weather event. That said, the damage continues and is concerning. If the Commission chooses to award an out-of-cycle emergency grant to Lamar County, the cost of the work and associated construction administration is \$597,448, with the county contributing a local match of 50% of the total project cost, or \$298,724, and supplemental funding in the amount of \$298,724.

## TEXAS HISTORICAL COMMISSION

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### **B) Lee County Courthouse Supplemental Award to the Round XI Emergency Grant**

Lee County received a Round XI Emergency Grant in the amount of \$1,970,149 toward a project estimated to cost \$5,070,600 in their grant application. The current total project cost has increased appreciably to \$12,067,437 due to inflation from the time the grant was awarded until the project bid and a significant amount of unexpected, additional work. Had the Round XI grant not been limited by the \$6 million cap, Lee County would have requested more grant funding to address the substantial financial burden undertaken by the county due to ongoing difficulties they have experienced with their building since rededicating their courthouse in 2002. After fully restoring their courthouse in Round I, the county has had to completely relocate county offices for years at a time on two different occasions to undertake foundation repairs that were determined to be unnecessary during their initial full restoration.

During the crack and finish repair currently underway following their most recent foundation repair, Lee County's owner's representative discovered that during the previous crack and finish repair project funded in Round VIII, the contractor used incompatible materials and methods to patch cracks in addition to applying a skim coat of drywall mud instead of lime-based plaster, both of which are causing the plaster and paint finish throughout the building to fail. Committed to a quality project, the county agreed to pay the contractor's change order to replace the incompatible plaster patches with appropriate plaster material and to remove the drywall skim-coat from throughout the building. This remedial work was already underway at the time the Commission implemented the Courthouse Advisory Committee's recommendation regarding construction defects, requiring that counties pursue remedies with the party at fault prior to seeking grant funding (see Texas Administrative Code, Title 13, Part 2, Chapter 12, Rule §12.7 (k), effective November 23, 2023). Because the previously installed plaster-patches have already been replaced, the team believes that it will be extremely difficult to prove fault. Nevertheless, the county and the THC are researching the work performed during the Round VIII project, and if they decide to pursue litigation and win a settlement, the county will reimburse the state's portion of the defective work.

As is evident, Lee County continues to be extremely committed to preserving their 1899 J. Riely Gordon courthouse, despite the ongoing obstacles, setbacks, and financial burdens, but support among their constituents and county employees, who received only a 1% raise in 2023, is waning. The added cost of several unforeseen scopes of work that include the plaster repair, unexpected replacement of their entire mechanical system, rehabilitation of rotting window sashes, and some additional foundation work, and the associated architectural and engineering fees is \$4,673,363. THC staff recommends that the Commission consider supplemental funding of 50% of the cost of the additional scope of work, or \$2,336,682. The Emergency Scoring System does not award points to applicants for Overmatch, and Lee County's original Round XI request was limited by the \$6 million cap when they requested only 39% of their anticipated project cost. If the Commission reduces supplemental funding proportionate to the local match percentage of the current Round XI grant, the award would be \$1,822,612.

*Please see backup documentation, attached.*

(Continued)

## TEXAS HISTORICAL COMMISSION

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### **Recommended Motion (Committee):**

Move to send forward to the Commission and recommend:

- A. Denial of the out-of-cycle emergency request from Lamar County with a recommendation that they apply to compete for an emergency grant in Round XIII; and
- B. Approval of supplemental funding to Lee County in the amount of \$2,336,682, which will require a local match of 50% of the total project cost, or \$2,336,682.

### **Recommended Motion (Commission):**

- A. Move to deny the out-of-cycle emergency request from Lamar County with a recommendation that they apply to compete for an emergency grant in Round XIII; and
- B. Move to approve supplemental funding to Lee County in the amount of \$2,336,682, which will require a local match of 50% of the total project cost, or \$2,336,682.

# LAMAR COUNTY



October 4, 2023

**Brandon Y. Bell**  
COUNTY JUDGE  
903-737-2410

Mr. James Malanaphy  
Texas Historical Commission  
P.O. Box 12276  
Austin, TX 78711-2276

Dear Mr. Malanaphy,

Lamar County is requesting emergency grant funds to repair the roof parapet and halt the spread of water infiltration. The damage is already widespread throughout the top floor, and previous interventions have not been successful. We are proposing a new plan, more intensive than previous efforts, that entails the replacement of the entire roof membrane and its associated flashing and counterflashing. Parapet masonry would be repaired as needed, and new downspouts and chases would be fitted to help with drainage.

The courthouse has undergone three iterations since its initial construction in 1875. The first courthouse, done in the Second Empire style, was condemned by 1894 for structural concerns. It was replaced in 1896 by architects Messer, Sanguinet & Messer, who designed a new Richardsonian Romanesque courthouse made of granite with a center clock tower. Following the Paris fire in 1916, the decision was made to de-construct the courthouse down to the foundation and salvage granite towards the construction of a new courthouse. Architects Sanguinet & Messer, along with architects Barry & Smith, were brought in to design the new courthouse. The result was a hybrid structure, a mix of two different styles and time periods. In addition to the foundation and the granite, columns and terra cotta ornamentation were also salvaged.

Water infiltration at the parapet and roof is a persistent and ongoing problem. The interior plaster walls and ceilings show significant damage. From the select areas where the concrete roof deck is exposed, it appears to be in poor condition. Rusted rebar from the concrete deck is also exposed in some areas. The latest repairs to the parapet, which included removing the roof membrane from the parapet wall and applying a plaster parge coat covered with a mineral based coating, were unsuccessful in mitigating the water intrusion into the building. The courthouse needs repairs to prevent further damage and deterioration to the structure.

The problem is not localized. The water damage is present throughout the fourth and third floors of the courthouse and on both levels of the annex. We are concerned that the damage will become consequential to the structural integrity of the building if left untreated.

The scope of work includes removing equipment from the courthouse roof. A new chiller and emergency power generator are to be located in an enclosure on the southwest corner of the parking area that is to the north of the courthouse. The entire roof membrane and associated flashing and counterflashing will be removed and replaced. The existing parking will be removed from the back of the brick masonry parapet wall. Any damaged brick masonry will be repaired or replaced. Masonry units and mortar will match existing materials. The brick masonry parapet wall will remain exposed. Roof drain outflow boxes will be installed in the north and south lawns. Existing downspouts will be replaced with larger 4" diameter downspouts. New chases will replace the old chases where needed to accommodate the larger downspouts. Any damaged interior plaster finishes will be repaired to match adjacent surfaces.

The proposed treatment meets the Secretary of the Interior's Standards for the Treatment of Historic Properties by preserving the appearance of the existing building while resolving the problems caused by water infiltration. Changes to the roof will not be visible from below or the interior. This treatment is necessary to move on to the other phases of the project. No negative impact is expected from these proposed repairs; our proposed solution is reversible, and the consequences of the water damage are not.

Respectfully,

A handwritten signature in blue ink that reads "Br Bell". The signature is written in a cursive, flowing style.

Brandon Bell  
County Judge



Fourth Floor West Elevation – County Court Workroom



Fourth Floor South Elevation - County Court at Law



Fourth Floor North Elevation - Civil Clerks  
Fourth Floor North Elevation - Civil Clerks

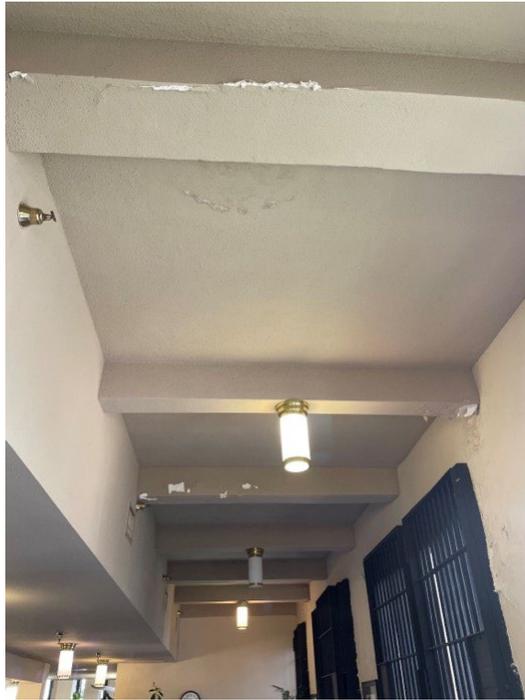




Fourth Floor North Elevation - Civil Clerks



Fourth Floor North Elevation - Civil Clerks



Fourth Floor North Elevation - Civil Clerks  
Fourth Floor North Elevation - Civil Clerks





Fourth Floor West Elevation - District Court Records  
Fourth Floor Northwest Elevation - District Court Records





Fourth Floor West Elevation - District Court Records



Fourth Floor West Elevation - District Court Records



Fourth Floor West Elevation - District Court Records



Fourth Floor West Elevation - District Court Records



Fourth Floor North Elevation - District Clerk



Fourth Floor Northeast Elevation - District Clerk



Fourth Floor East Elevation - District Clerk



Fourth Floor East Elevation - Exhibit Room



Fourth Floor East Elevation - Exhibit Room



Fourth Floor East Elevation - Exhibit Room



Third Floor North Elevation - Attorney Offices



Third Floor North Elevation - Attorney Offices



Third Floor East Elevation – County Attorney



Third Floor North Elevation – County Attorney



Lamar County Courthouse Roof - Northeast



Lamar County Courthouse Roof - East



Lamar County Courthouse Roof - East



Lamar County Courthouse Roof - Southeast



Lamar County Courthouse Roof - South



Lamar County Courthouse Roof - West



Annex East Elevation - Service Room



Annex East (Courthouse West) Elevation - Service Room



Annex East Elevation - Waiting Room



Annex East Elevation - Waiting Room



Annex North Elevation - County Clerk Room



Annex South Elevation - County Clerk Records Room



Annex North Elevation - County Clerk Records



Annex South Elevation - Room 239, County Clerk Records Room



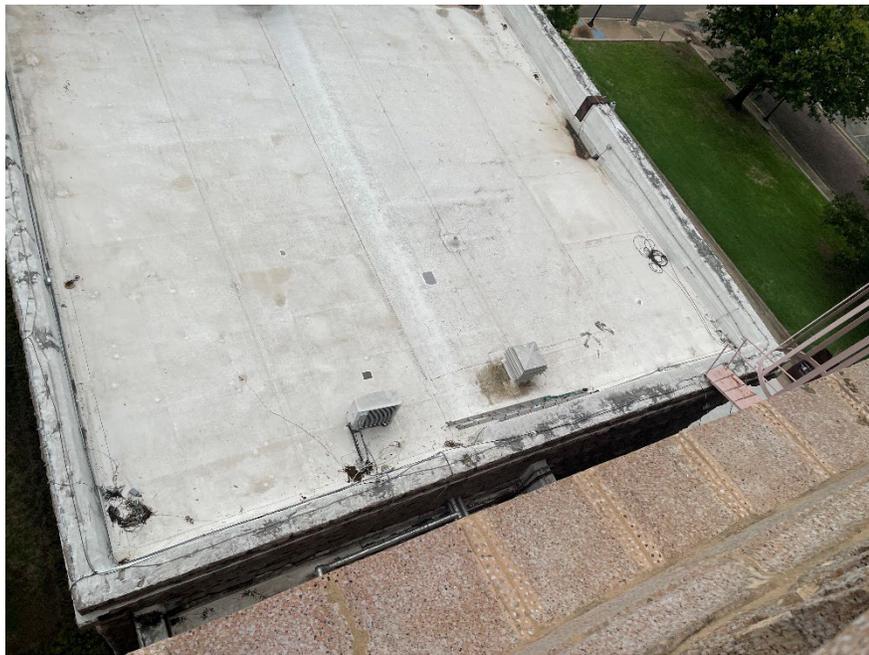
Annex North Elevation - County Clerk Dark Room



Annex North Elevation - County Clerk Dark Room



Lamar County Courthouse Annex Roof



Lamar County Courthouse Annex Roof



[www.s-sroofing.com](http://www.s-sroofing.com)

4339 US Hwy 271 S Pittsburg, TX 75686 \* Ph: (903) 856-1400 \* Fax: (903) 856-1401

Lamar County Courthouse  
Judge Bell

October 3, 2023

**Subject:** Budget Proposal for Temporary Wall Dry in

**RE:** Above Facility

**Via email:** [judgebell@co.lamar.tx.us](mailto:judgebell@co.lamar.tx.us)

*S&S Roofing, Inc. is pleased to provide the following budget proposal for the above-referenced project. This budget proposal is based on the work scope provided by The Garland Company and all items discussed during the site visit. If you have any questions or need additional information, please do not hesitate to call.*

**Scope of Work for Temporary Work at Perimeter Walls**

1. *Provide workers compensation and general liability insurance for your protection.*
2. *Cut and remove the existing roof system around the entire exterior perimeter approximately 18" away from the wall.*
3. *Install Ice & Water Shield in trough created from removing the existing roof system.*
4. *Masonry contractor to re-work masonry wall and install thru-wall flashing as necessary.*
5. *Work with the masonry contractor and install more Ice & Water shield as the masonry repairs are made.*
6. *This budget is based on 10 trips.*
7. *Masonry contractor to provide equipment for loading necessary material and off-loading debris.*

**Budget to provide all labor, material, & equipment for above scope of work: \$28,000.00.**

*If additional trips are required, add \$2,800 per day/trip.*

**Exclusions: \* Electrical \* Mechanical \* Masonry work \* Waterproofing \***

Sincerely,  
David Smith & Johnny Simmons  
**S & S Roofing, Inc.**

## BUDGET PROPOSAL

Judge Bill Bell  
Lamar County  
119 N. Main Street  
Paris, TX, 75460

October 3, 2023  
TIPS RCSP # 211001

Concrete  
Restoration

Masonry  
Restoration

Stadium  
Restoration

Balcony  
Restoration

Plaza  
Restoration

EIFS  
Restoration

Historic  
Restoration

Wall Coating

Caulking &  
Sealants

Deck Coating

Planter  
Waterproofing

Below Grade

Stone  
Cleaning &  
Restoration

Tuckpointing

Epoxy  
Flooring

Cementitious  
Coating

Post Tendon  
Repair

Barrier  
Tendon  
Repair

Expansion  
Joint  
Restoration

Carbon Fiber

Epoxy  
Injection

WE (Western) HAVE PREPARED A PROPOSAL FOR: **Lamar County Courthouse**

**SCOPE OF WORK:** We propose to furnish and install all necessary labor, materials, equipment, supervision, and insurance, as shown on the attached insurance addendum, to complete the following:

**Budget Parapet Leak Repairs**

*Inclusive of the following scope of work:*

<u>Description/Scope</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item 1. General Conditions/Supervision	1LS	N/A	\$112,800
Item 2. Terra Cotta/Stone Repointing/Caps	8,000 LF	\$24.85/LF	\$198,800
Item 3. Terra Cotta Patching	20 EA	\$1,067/EA	\$21,340
Item 4. Concrete/Asphalt Removal at TC/Stone	120 EA	\$160/EA	\$19,200
Item 5. Plaster/Stucco Crack Repair	1,000 LF	\$11/LF	\$11,000
Item 6. Plaster/Stucco Repairs	600 SF	\$87/SF	\$52,200
Item 7. Back-up Brick Repairs	150 SF	\$187/SF	\$28,050
Item 8. Wall Coating at Plaster/Stucco	2,400 SF	\$7/SF	\$16,800
Item 9. Annex Stone Clean/Repairs	600 SF	\$61/SF	<u>\$36,600</u>
	<b>Subtotal</b>		<b>\$496,790</b>
	<b>Contingency 10%</b>		<b><u>\$49,679</u></b>
	<b>TOTAL BUDGET PRICE</b>		<b>\$546,469</b>



Annex

Proposal Date: October 3, 2023

Re: Lamar County Courthouse  
 Paris, Texas

- Concrete Restoration
- Masonry Restoration
- Stadium Restoration
- Balcony Restoration
- Plaza Restoration
- EIFS Restoration
- Historic Restoration
- Wall Coating
- Caulking & Sealants
- Deck Coating
- Planter Waterproofing
- Below Grade
- Stone Cleaning & Restoration
- Tuckpointing
- Epoxy Flooring
- Cementitious Coating
- Post Tendon Repair
- Barrier Tendon Repair
- Expansion Joint Restoration
- Carbon Fiber
- Epoxy Injection



Mortar joint to be repointed and missing weather cap.



Deteriorated Plaster/stucco ledge needing repairs.

Proposal Date: October 3, 2023

Re: Lamar County Courthouse  
 Paris, Texas

- Concrete Restoration
- Masonry Restoration
- Stadium Restoration
- Balcony Restoration
- Plaza Restoration
- EIFS Restoration
- Historic Restoration
- Wall Coating
- Caulking & Sealants
- Deck Coating
- Planter Waterproofing
- Below Grade
- Stone Cleaning & Restoration
- Tuckpointing
- Epoxy Flooring
- Cementitious Coating
- Post Tendon Repair
- Barrier Tendon Repair
- Expansion Joint Restoration
- Carbon Fiber
- Epoxy Injection



Concrete and asphalt removal from terra cotta openings



Damaged brick back-up covered by plaster/stucco.

Proposal Date: October 3, 2023

Re: Lamar County Courthouse  
Paris, Texas

- Concrete Restoration
- Masonry Restoration
- Stadium Restoration
- Balcony Restoration
- Plaza Restoration
- EIFS Restoration
- Historic Restoration
- Wall Coating
- Caulking & Sealants
- Deck Coating
- Planter Waterproofing
- Below Grade
- Stone Cleaning & Restoration
- Tuckpointing
- Epoxy Flooring
- Cementitious Coating
- Post Tendon Repair
- Barrier Tendon Repair
- Expansion Joint Restoration
- Carbon Fiber
- Epoxy Injection

**GENERAL QUALIFICATIONS:**

1. Normal working hours, Monday through Friday have been used for this proposal.
2. We have included one mobilization for the project.
3. Prices exclude remedial state sales tax
4. Owner to provide access to onsite restrooms at no cost to contractor.
5. Permits (are not) included for our portion of the work.
6. Owner to provide access to onsite parking.
7. Owner to provide access to onsite electric power at no cost to contractor.
8. Western shall not be held liable for the presence of fungi or bacteria as indicated on the attached Insurance Addendum.
9. Prices exclude lead and asbestos abatement.
10. Our proposal supports OSHA's 29 CFR 1926.1153 Respirable Crystalline Silica Standard.
11. **“Notwithstanding anything in this Agreement, Western shall be entitled to additional compensation and/or time extension for any delays, disruptions, impacts, suspensions, acceleration, out of sequence work, or any other increased costs or damages incurred as a result of any virus (including COVID 19 or other coronavirus), pandemic, epidemic or consequences flowing therefrom. In addition, Customer agrees to waive all consequential, actual or liquidated damages against Western arising out of any delay, disruptions or impacts to the Work resulting from the above events.”**

**Acceptance:** By signing this proposal, the Purchaser accepts as a binding contract all of its terms and conditions, including the General Conditions and the Special Conditions on this page and all Continuation Pages of this proposal. This Proposal shall expire automatically unless the above named purchaser shall have delivered a copy of this Proposal, duly signed by it, to Western on or before the 30th day from the date hereof. No modification by Purchaser to this Proposal, or to the General Conditions, shall become a part of the contract unless specifically agreed to in writing by Western, and shall automatically make this Proposal void and of no effect.

**Date Accepted:** \_\_\_\_\_

**Western Specialty Contractors**

\_\_\_\_\_  
**[Purchaser]**



**By:** \_\_\_\_\_

**Bob Scheelar**

**Title:** \_\_\_\_\_

**Department Manager**

# GENERAL TERMS OF THE CONTRACT

**1. CHANGES IN THE WORK.** It is understood that the type of work called for in this Agreement may require changes as the work progresses. Contractor will perform changes in the work (including changes requested by Customer) only after consultation with the Customer, and execution of a written agreement covering the changes in the scope of the work including any changes in Contract Price and time for performance.

**2. PAYMENT TERMS.** Payment of the Contract Price, shall be made monthly upon receipt of an invoice for portion of the Work performed during that month. If any invoice remains unpaid to the 20th day following receipt by Customer, Customer agrees to pay Contractor interest at the rate of ten percent (10%) per annum from the due date until paid.

**3. TAXES.** Contractor's price includes applicable taxes imposed on the work or materials included in this contract, to the extent required by law to be collected by Contractor. Such taxes may be separately itemized on invoices.

**4. SECURITY FOR PAYMENT.** Customer understands that if Contractor is not paid it can assert a lien against the property. Contractor will issue waivers of its lien rights only to the extent it receives payment.

## **5. DELAYS AND CLAIMS.**

**A. Liability Only for Acts Within Contractor's Control.** Contractor will be excused and will not be liable for any damages, whether direct, incidental or consequential, for any delay or failure in performance (including but not limited to delays due to strikes, fires, accidents, acts of God and delays in performance by Contractor's suppliers and carriers) except to the extent caused by, or within the direct control of Contractor.

**B. Notice of Claims, When.** Any claims by Customer against Contractor must be presented in writing with particulars to Contractor within twenty days after they arise; otherwise Contractor shall have no responsibility or liability for such claims.

## **6. INSURANCE AND INDEMNIFICATION.**

**A.** Customer shall purchase and maintain property insurance on its property and liability insurance to cover the acts or omissions of its agents and employees at the Site.

**B.** Contractor maintains insurance as shown on the attached Insurance Addendum. A certificate showing coverage limits and Carriers will be issued to Customer prior to beginning work at the Site.

**C.** Contractor agrees to indemnify Customer from any loss, damage or expense which Customer suffers as a result of claims asserted against Customer by third parties (including Contractor's employees) which arise out of Contractor's work at the Site, to the extent caused by the negligent acts or omissions of Contractor or anyone for whom Contractor is responsible. Customer agrees to indemnify Contractor for any loss, damage or expense, which Contractor suffers as a result of claims asserted against Contractor by third parties (including Customer's employees) which arise out of Customer's activities at the Site, to the extent caused by the negligent acts or omissions of Customer or anyone for whom Customer is responsible.

## **7. LIMITED WARRANTY AND EXCLUSIVE REMEDIES.**

**A. Workmanship.** For a period of one year from the date of substantial completion of Contractor's Work covered hereby, Contractor warrants that it will promptly repair or replace any improper or defective workmanship performed by Contractor under this contract; provided that Contractor has been paid for all work performed, and Contractor has received written notice from Customer of any such defective workmanship within 20 days after Customer first becomes aware thereof (provided such is within the aforesaid one-year period). Contractor will not pay for any inspections or repairs performed by others prior to receipt of notice and a reasonable opportunity to make repairs, if warranted.

**B. Warranty on Materials.** Contractor warrants that it will use only new materials unless specified otherwise in this Contract, and will deliver to Customer standard warranties as issued by the manufacturer of the materials, if available. Contractor shall have no obligation under any such manufacturer's warranty, and shall not be required to seek changes to terms of such standard warranties.

**C. Disclaimer of Other Warranties.** THE PROVISIONS IN PARAGRAPHS A AND B ARE THE EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**D. Mold Exclusion.** Contractor specifically excludes from any and all warranties connected with this Work any warranty against the growth, infestation or spread of mold, mildew, or other fungal, bacterial or biological substance however caused.

## **8. OBLIGATIONS OF CUSTOMER AT SITE OF WORK**

**A. Site Conditions.** For work performed by Contractor at the site, Customer shall provide without charge to Contractor (i) sufficient and proper space for handling and storing the materials and equipment of Contractor;; (ii) sufficient power and water for the performance of the Work; (iii) removal of all obstructions to performing the Work as economically as possible.

**B. Unanticipated Conditions.** If Contractor encounters unanticipated conditions or structural features, not reasonably ascertainable upon such inspection or testing as was allowed by Customer, Contractor will so advise Customer, and the parties will work out a mutually acceptable adjustment to the Work, the Contract Price, and the time of completion prior to continuation of the work.

**C. Asbestos, Lead, Mold and PCB.** Contractor specifically excludes the abatement of any hazardous material, including but not limited to asbestos, lead, mold or polychlorinated biphenyl ("PCB"). Customer warrants that the Work will not expose Contractor's workers or any other persons to contact with or exposure to such substances. If Contractor encounters material reasonably believed to be asbestos, lead mold or PCB or other hazardous substance which has not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to the Customer. The Work in the affected area shall not thereafter be resumed except by written agreement of the Customer and Contractor. The Work in the affected area shall be resumed in the absence of such hazardous substance, or when it has been rendered harmless and so agreed in writing by the Customer and Contractor. All cost of testing for, removal of, or to render asbestos, lead, mold or PCB harmless, shall be born by Customer.

**9. DEFAULT BY CUSTOMER.** If Customer fails, or is unable for any reason, to make any payment when due, or prevents Contractor from completing its Work in a timely and uninterrupted manner, or fails to comply with any term, condition or provision of this Contract, Contractor may resort to any remedy available to it by this Contract, or by law.

**10. REMEDIES OF CONTRACTOR.** In case of any default by Customer, including but not limited to failure to make timely payment, Contractor may, after reasonable notice and opportunity to cure, which need not exceed seven (7) days; (a) suspend all work at the site (b) demand payment of the contract price, less a sum equal to Contractor's cost of any labor and materials not yet furnished or ordered, (c) remove its equipment and any unused material from the Premises, (d) terminate the contract and demand payments referred to in item (b) above and, (e) pursue such other or additional remedies as may be provided by law.

**11. DISPUTE RESOLUTION.** The parties shall attempt to resolve disputes between themselves, using more senior officials of their respective organizations if necessary, and prior to the institution of any legal action, they agree to meet with a mutually agreeable or, upon mutual application, court appointed mediator for a minimum of one five hour session. In any such dispute resolution, each party shall bear their own expenses. In the event of any legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other.

**12. HOURS OF WORK.** Contractor is obligated to perform the Work only during its regular working hours and has no responsibility to work beyond such regular hours. All time beyond regular hours which is required by Customer shall be paid for by Customer in addition to the contract price, at applicable premium rates of pay.

**13. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. No representations, statements, correspondence or discussions between Contractor and Customer or Customer's Representative shall be a part of this Contract unless specifically referred to in this Contract.

**14. MODIFICATION.** No waiver, alteration or modification of the terms and conditions of this Contract shall be binding unless said waiver, alteration or modification be in writing and signed by a duly authorized representative of each party.

**STANDARD INSURANCE ADDENDUM**  
**Indicating Insurance Carried by**  
**Western Specialty Contractors (“Contractor”)**  
and incorporated into its Proposal Submitted to  
Lamar County (“Customer”)  
Project: Lamar County Courthouse

Contractor maintains, and shall maintain, insurance coverage substantially as outlined below, throughout the life of the project (shown above) which is the subject of the Proposal, Bid, Contract or Subcontract to which this Addendum is attached. Any contract or subcontract entered into is qualified to include this coverage, exclusive of any other insurance requirements.

**Workers Compensation** coverage is maintained in all states where Contractor operates, including the state in which the project which is the subject of this proposal or bid is located. Employer’s Liability coverage is also included with limits up to \$1,000,000. Stop gap coverage is provided in monopolistic states: ND, OH, WA, WY.

Carrier: **Travelers Property Casualty Company of America**

**General Liability** coverage is written on the ISO COMMERCIAL GENERAL LIABILITY FORM CG 0001 10 01 which includes the following:

Carrier: **Travelers Property Casualty Company of America**

<u>COVERAGES</u>		<u>POLICY LIMITS</u>
• Bodily Injury	General Aggregate ⊕	\$4,000,000
• Broad Form Property Damage	Products Completed Operations Aggregate	\$4,000,000
• Premises/Operations	Personal and Adv. Injury	\$2,000,000
• Products/Completed Operations	Each Occurrence	\$2,000,000
• Contractual Liability	Fire Damage (Any one fire)	\$500,000
• Medical Payments	Medical Exp. (Any one person)	\$5,000
• Fire Damage Legal Liability		
• Personal and Advertising Injury		
• Independent Contractor’s Liability		
• Coverage for Explosion, Collapse, and Underground		
• Separation of Insureds/Severability of Interest	⊕ General Aggregate applies per project.	

**The General Liability Policy contains an exclusion for claims arising in whole or in part out of the presence of fungi or bacteria in a building or structure.**

**Automobile Liability** coverage is carried in all states consistent with or greater than statutory requirements.

Carrier: **Travelers Property Casualty Company of America**  
Combined Single Limit: \$2,000,000

**A 30 day notice of cancellation provision is included under our policies.**

Coverage and limits will be certified through a standard form Certificate of Insurance issued to Customer or through a Memorandum of Insurance upon Execution of Contract.

**Contractor’s insurance program is written on a nationwide basis for all its locations, and not on an individual project basis. Any requests for deviations from standard coverage must be requested in writing, prior to Contract execution. Contractor reserves the right to increase its price to cover additional insurance requests.**

**Frank Malinak III**  
**County Judge**  
**Lee County**



**Lee County Courthouse**  
**200 South Main, Rm. 107**  
**Giddings, TX 78942**  
**Phone: (979) 542-3178**  
**Fax: (979) 542-2988**

December 15, 2023

Texas Historical Commission  
Courthouse Preservation Program  
Mark Wolfe, Executive Director  
Division of Architecture  
P.O. Box 12276, Austin, Texas 78711-2276

Ref: Request for Additional Grant Funding for Repairs to Lee County Courthouse

Dear Mr. Wolfe,

As you may know, the Lee County Courthouse, built in 1898, has undergone various stages of repair and renovation including significant foundation repairs over the past twenty years. The current project underway was initially supposed to consist of major foundation refit with any associated repairs to the interior—a \$ 7.5 million dollar project. However, during construction, previous substandard work was discovered as well a work that should have been completed but was never done. This additional work has pushed this project to over \$ 12 million.

We are proud of our courthouse, but the magnitude of these cost overruns has been staggering for our rural county. We have a limited tax base and are struggling financially. However, we also recognize the need to finally get our courthouse renovated properly.

This renovation will also allow us to showcase what can be done, through a partnership with the State of Texas and the Texas Historical Commission, to maintain our historic courthouses around the state. A renovated courthouse will allow us to return county offices to the courthouse in a manner consistent with historical county operations. We believe that this final foundation repair and interior renovation will return our courthouse to its original beauty that will stand the test of time.

Public events will be planned to unveil the renovated Courthouse. The Courthouse will also be used for ongoing public events worthy of the grandeur of our beautiful Courthouse.

As County Judge, acting for Lee County, Texas, I am formally requesting additional funding from the Texas Historical Commission on the ongoing courthouse restoration project with cost overruns caused by previous substandard work or work that was never performed. This additional funding will allow us to complete the work, under the supervision of a county employed engineer to ensure the work get done and is done according to industry standards.

Respectfully submitted,

A handwritten signature in black ink that reads "Frank Malinak III". The signature is written in a cursive style with a stylized "F" and "M".

Frank Malinak III  
Lee County Judge

cc: Susan Tietz  
Elizabeth Brummet

## **Current Lee County Courthouse Restoration Project**

December 15, 2023

The courthouse had been in active use with many county officials housed there. For this construction project, all personnel were temporarily moved from the courthouse to the Lee County Courthouse Annex. Upon completion, these offices will return to the courthouse and will remain there for the foreseeable future.

Initially, this current project was a foundation stabilization job with costs associated with specific interior repairs of the courthouse that would have been affected. The ***original contract amount*** for the Lee County Courthouse repairs for the ongoing project was ***\$ 7,568,895.60.***

It was during this foundation project that our construction specialists and engineers discovered previous work that was substandard or not done at all. These revelations mandated the attention of commissioner's court. Additional costs were authorized to determine the extent of repairs needed and what these additional repairs would cost. These ***cost overruns*** have raised the price of this project to ***over \$ 12 million dollars.***

There have been multiple restorations of our courthouse requiring the displacement of county offices several times. These projects have now been ongoing for twenty years. Our courthouse renovations and foundation stabilization projects have been plagued with poor workmanship and work that was never done as required under contracts.

A tour of the courthouse construction was conducted on December 11, 2023, by Lee County Grant Coordinator Mandy Fairchild, County Attorney Martin Placke, Precinct 3 Commissioner Alan Turner, County Judge Frank Malinak, HESCO Engineer Jim Hanks representing the county and Susan Tietz with Texas Historical Commission. This tour showed the extensive work being conducted both inside and on the outside of this building as well as how much work remains to be done. This construction endeavor is truly a full restoration project due to the discovery of substandard previous work or work that was never done.

Funding for courthouse repairs has primarily come from the Texas Historical Commission and the county itself. Lee County is in rural central Texas and has an agriculturally based economy which places much of the county in low to middle income. The county's tax base leaves us struggling to simply pay the bills.

Although we are committed to the courthouse restoration, expenditures of this magnitude have been a hardship for the county and a source of controversy for local taxpayers who believe this small county, with its limited resources, cannot continue to bear the costs of courthouse projects. As an example, our budget constraints for the 2023-2024 year allowed us to give only a one percent pay raise to county employees even though the inflation rate has gone through the roof so to speak. This has been disastrous for morale in Lee County.

***The additional scope*** resulting in having to remediate previously performed work consists of paint removal, plaster repairs and repainting walls, replacement of window and masonry repairs to clock tower. It is recommended that an allowance for unforeseen masonry and plaster repairs

be included to ensure that the additional scope may be completed ensuring the County and THC that all possible items will be addressed. A summary of estimated cost is shown below.

• Paint removal, Plaster repairs and repainting.	\$ 1,594,131.00
• Window Replacement	\$ 344,021.00
• Clock Tower Masonry Repairs.	\$ 87,611.00
• Estimated Allowances (Unforeseen Masonry/Plaster).	\$ 85,000.00

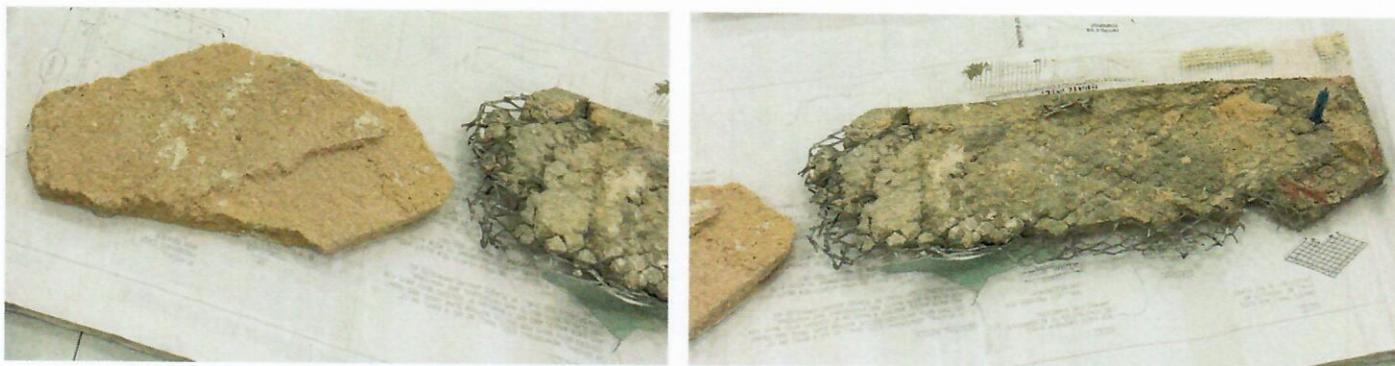
In most recent history, there have been several projects addressing work items, noted above, in varying degrees.

- 1980 Courthouse Restoration
- 2004 Full restoration - Rabe + Partners
- 2009 Emergency Repairs Attic Framing - WJE
- 2011 Foundation Stabilization & Structural Repairs - WJE
- 2016 Critical Architectural & Structural Repairs - WJE
- 2018 Water Infiltration Repairs - Hurricane Harvey

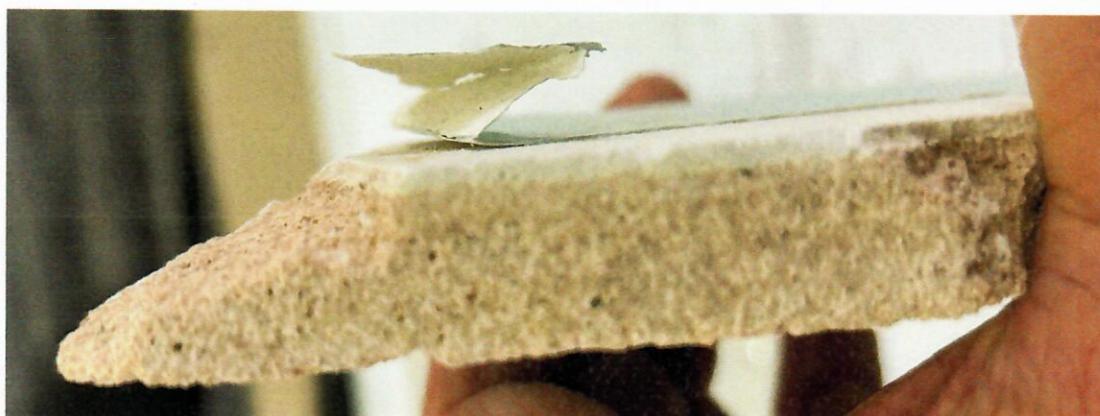
Most of the **additional scope** that has been identified is the result of poor construction practices during previous projects. The issues with the paint in the courthouse can be attributed, in part, to contractors being allowed to use cement base plaster on the original gypsum base plaster walls. In numerous locations, the interface between the two materials has been covered with a fiber drywall tape with dry wall mud applied to conceal the joint. In almost every location, the wall has separations and cracking developing along the joints. Researching this type of application, it is the consensus of experts that because of different material characteristics cement based and gypsum-based products cannot and should not be mixed.

Paint applied to interior walls under a previous project is peeling and has developed areas where it has lost adhesion and formed “bubbles”. The majority of paint has a very weak bond to the substrate. The weak bond can be attributed to various issues including:

1. Moisture intrusion into walls.
2. Lack of bonding agents between plaster and drywall mud: It should be noted that the same bonding agent is not used with gypsum and cement-based plasters. The current construction, use of different plaster types, would make the application of the correct bonding agent all but impossible.
3. Type of drywall mud used in previous projects.
4. The thickness of the drywall mud application: While some locations have a “skim” type application, there are many locations where the application is approximately 1/4” thick.



*Photos showing different types of plaster used on interior walls*



*The photo above shows the use of drywall muds on gypsum plaster and the typical thickness of applications.*

Moisture intrusion into the building is occurring in multiple areas; including windows, cracked joints along masonry features, cracked mortar joints, open grout joint in stone and brick. Several areas that were noted for repairs in the 2018 project simply were not done. It appears that none of the projects listed above addressed any of the locations found in the clock tower.

Additional areas of masonry distress are in the locations of tie plates and the stone corbels along the upper exterior wall interface. The joint interface between the upper stone corbel and brick was designed to have a mortar wash to shed water away from the brick face. In many locations, the wash is either missing or cracked. This condition allows a significant pathway for rain water to enter the walls. The tie plate areas show signs that interior wall brick may have been crushed. During the current project, any time the interior wall has been exposed, the existing condition has been extremely poor mortar joint construction. The lack of head joints within the wall has been a typical condition in every area that has been exposed during the current project. This condition is the result of the original construction.

Reviewing the project cited above, none have any items of work including or considering ***masonry repairs to the clock tower*** area. It has not been determined if these areas are the result of normal aging of the structure, damage from building movement or damage resulting from

Hurricane Harvey. In any case, the open joints and cracking is a significant source of moisture intrusion into the structure.

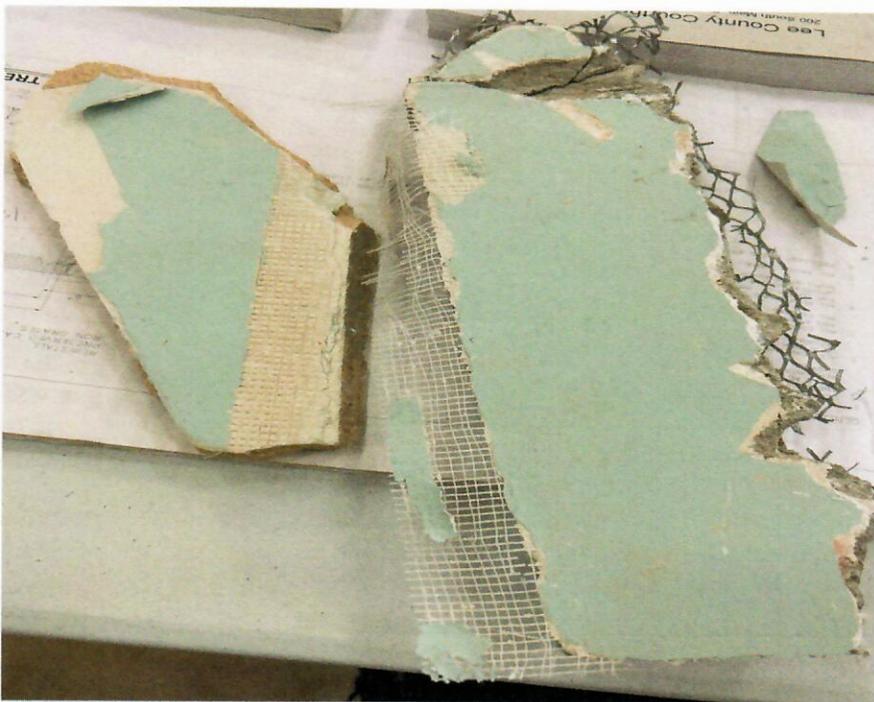
The last topic for discussion is *window repairs*. This work was addressed in 2011, 2016 and again in the 2018 projects. Documents show that the majority of the windows were replaced in 2016, however; in investigating the window condition in the current project, it is evident that the incorrect type of wood was used in the 2016 project.

Close investigation indicates that the sashes are constructed from pine rather than the specified cypress. Several areas were identified for repair in 2018 and inspecting the building several areas were either missed or not done.

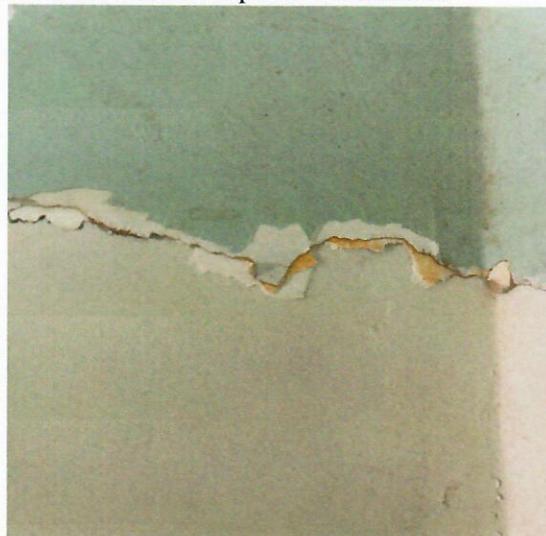
Attached is the window survey done on April 13, 2023 and the Window Repair Schedule from WJE dated April 3, 2013.

**Observations from Hurricane Harvey repairs:** The Texas Historical Commission has no record of a Completion Report on file for the Harvey Repair project. All work on State Antiquities Landmarks (SAL) requires an Antiquities Permit prior to commencing and a Completion Report after the work is concluded. This would have included a narrative description of the work performed, along with any changes in scope and anticipated future work.

1. Multiple areas indicated for masonry repair or repointing appear to have no work performed on the exterior elevation. This includes the area around the second-floor tie rod at the southeast corner of the building. The masonry around the tie rod was cracked when the current project started and there was no evidence of significant previous repair.



*Photo shows condition and use of drywall tape at plaster interfaces. The photo on the right illustrates the use of drywall muds on gypsum plaster and typical thickness of applications.*



*Photo shows thickness of the application*

2. Several areas where new sealant was noted on the exterior appear to retain older cracked sealant.

3. The Harvey Repair roof work was partially observed from a lift on 9/20 which allowed partial viewing of the roof. All locations scheduled for repairs in the Harvey documents appear to have had work performed on the south and east sides of the roof although the quality of repairs cannot be ascertained. There are no known current roof leaks however.



*Photo shows lack of paint bonding to drywall muds*

4. The PMMA waterproofing membrane applied to the gutters appeared in good condition as viewed from the lift. However, the gutter is loose at the outer edge in several locations as noted in the HG Site Visit Report from 9/20 which could allow water entry.

5. The PMMA membrane was applied to the back side, but not the top of the stone at the gables indicated on the drawings. However, this is preferable as the top of the gables can be seen from the ground at certain angles.

6. A new downspout was noted to be installed at the NW portico roof (subject to THC review). However, this was not done and it's unclear if THC rejected this addition.

7. No windows were noted for replacement on the Harvey drawings and the exterior wood repair scope was limited. Only 8 non-attic locations were noted for replacement of deteriorated wood window components. Glass replacement was noted in 3 locations. Glazing putty replacement was noted for 17 windows, however, 14 of these are in the attic.

8. On the interior, the Hurricane Harvey repair drawings include annotated photos that show plaster repair, paint removal and repainting, new sealant, and replacement of damaged trim. However, the photos do not indicate the locations they were taken. Further, the plan drawings do not indicate which rooms are to be repaired. As a result, it is difficult to tell what interior work was included in the scope and what, if any, was

completed. However, areas that were known to be damaged, such as the east wall of the Grand Jury Room, had not been repaired when the current project began.

### **Additional Contract Costs**

***Change Order #1:*** removal of air handlers, duct in attic and individual air consoles in offices as the equipment was no longer serviceable.

\$45,320.00

***Change Order #2:*** Added additional footings, sawcut and removal of protruding upper footings at radius locations and at women's bathroom. Removal of portion of large concrete block under the slab in basement. This work was required to allow pier caps to be installed.

\$154,820.00

***Change Order #3:*** Added extra excavation and concrete as the footings were wider between the grade beams at the tower footings. The lugs were extended from 7" to 12"

\$18,500.00

***Change Order #4:*** Added removal of overhanging concrete footing so that the pier caps would be in proper alignment with lower footing.

\$75,452.00

***Change Order #5:*** Added masonry repair and stainless anchor ties due to deterioration of mortar, steel rafter ties in attic as framing showed signs of separation, replacement of north half of concrete slab in room 305 due to signs of deterioration and masonry repairs in attic wall where mortar was failing.

\$135,334.00

***Change Order #6:*** Added re-glazing and re-caulking of windows, 57 new sashes, additional re-pointing and cleaning of the exterior tower masonry and additional re-pointing at the main building exterior.

\$628,694.00

### ***Additional Costs for HVAC Chiller & Fan Coil Unit Replacement***

\$731,464.41

### Total Estimated Cost of Courthouse Foundation Repairs

The original costs were estimated at \$ 6 million without the HVAC replacement. The original contract costs were \$ 7,568,895.60. Costs for the entire project with are listed below.

Stoddard (contract cost plus change orders)	\$ 9,212,784.01
HESCO (up to October 2023)	\$ 318,240.00
HESCO (November 2023 – December 2023)	\$ 26,520.00
HESCO (Jan 2024 to completion \$ 7500/month)	\$ 90,000.00
CME Testing (contract price)	\$ 83,092.50
Hutson Gallagher -- chiller unit system	\$ 97,050.00
Geotechnical Services – drilling & soil testing	\$ 3,900.00
Dunaway Topographical Survey	\$ 10,500.00
Sparks Engineering – schematic design	\$ 63,100.00
Sparks Engineering – architect profession services	\$ 650,000.00
Sparks Engineering – (extension of \$ 15,000/month)	\$ 3,750.00
HESCO – situation report, plaster removal & painting	\$ 1,594,131.00
HESCO – situation report, with window work removed	(\$ 156,894.00)
■ Aluminum ladder for bell tower	\$ 12,813.89
■ Hutson Gallagher – paint and plaster	\$ 58,450.40
<hr/>	
PROJECTED TOTAL	\$ 12,067,437.40

### Final Construction Cost Overruns

**Source of Cost Overruns:** The courthouse renovations have resulted in severe cost overruns. These additional costs are due shoddy work on previous projects or work that was never done under previous contracts. Engineer Jim Hanks with HESCO is overseeing courthouse restoration work on behalf of the county and has discovered substandard work or work that was never done under previous repair or restoration contracts. During our current courthouse restoration,

Cost of Additional Scope included in Project:	\$ 2,814,487.41
<u>Costs of Plaster, Paint &amp; Construction to Completion</u>	<u>\$ 1,679,131.00</u>
<b><i>Total Scope of Additional Work</i></b>	<b><i>\$ 4,493,618.41</i></b>

### **Formal Request from the Texas Historical Commission**

As County Judge, acting for Lee County, Texas, I am formally requesting additional funding from the Texas Historical Commission on the ongoing courthouse restoration project with cost overruns caused by previous substandard work or work that was never performed. This additional funding will allow us to complete the work, under the supervision of a county employed engineer to ensure the work get done and is done according to industry standards.

A renovated courthouse will allow us to return county offices to the courthouse in a manner consistent with historical county operations. This renovation will also allow us to showcase what can be done, through a partnership with the State of Texas and the Texas Historical Commission, to maintain our historic courthouses around the state. Public events will be planned to unveil the renovated Courthouse with plans for ongoing public events suitable for the grandeur of a beautiful Courthouse such as ours.

Respectfully submitted,



Frank Malinak III  
Lee County Judge