

Hall County, Texas
Regular Commissioners' Court Meeting

JANUARY 9, 2023

BE IT REMEMBERED THAT THE HALL COUNTY COMMISSIONERS MET IN A REGULAR COMMISSIONERS' COURT MEETING on **JANUARY 9, 2023** with the following members present: Ray Powell, County Judge, presiding; Terry Lindsey, Commissioner Precinct #2; Gary Proffitt, Commissioner Precinct #3; Kaci Mills, County Clerk; Joe Dunn, Bertha Dunn, Lera Kate Powell, and Dixie Barbee. Commissioners Wilson and Glover were absent due to illness.

1. OPENING PRAYER.

- a. The meeting was called to order at 10:01 A.M. by Judge Ray Powell.
- b. The opening prayer was led by Commissioner Lindsey.

2. APPROVAL OF MINUTES OF THE REGULAR MEETING OF DECEMBER 13, 2022.

Motion by Judge Powell and second by Commissioner Proffitt.

Motion passed unanimously and It is the Order of the Court to approve the minutes of the Regular Meeting of December 13, 2022.

3. REPORTS OF:

- a. **TREASURER**
- b. **SHERIFF/EMC**
- c. **ROAD & BRIDGE** – Report by Commissioner Lindsey
- d. **TAX A/C**
- e. **COUNTY CLERK**
- f. **J.P. REPORTS, PRECINTS**
- g. **EXTENSION OFFICE**
- h. **TAX APPRAISAL**
- i. **JUDGE'S REPORT** – No report

4. APPROVE REPORTS

Motion by Commissioner Proffitt and second by Commissioner Lindsey.
Motion passed unanimously and It is the Order of the Court to approve the reports.

5. APPROVE PAYMENT OF BILLS

Motion by Commissioner Lindsey and second by Commissioner Proffitt.
Motion passed unanimously and It is the Order of the Court to approve the payment of bills.

6. DISCUSSION AND/OR ACTION ON BURN BAN. (Currently OFF as of 12-13-2022).

No action taken. Burn ban will remain OFF.

7. TAKE ACTION ON APPROVAL OF FUNDING AGREEMENT WITH TEXAS HISTORICAL COMMISSION ON COURTHOUSE RESTORATION PROJECT.

Motion by Judge Powell and second by Commissioner Lindsey.
Motion passed, unanimously and It is the Order of the Court to approve funding agreement with Texas Historical Commission on Courthouse Restoration Project. **EXHIBIT A**

8. TAKE ACTION ON APPROVAL OF RESOLUTION IN SUPPORT OF FUNDING AGREEMENT FOR COURTHOUSE RESTORATION.

Motion by Judge Powell and second by Commissioner Proffitt.
Motion passed unanimously and It is the Order of the Court to approve the Resolution in support of funding agreement for Courthouse Restoration Project. **EXHIBIT A**

9. APPROVE CHANGE OF PLACE OF COMMISSIONERS COURT MEETINGS IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE §81.005(d), WHEN COURTHOUSE OPERATION MOVES TO

TEMPORARY QUARTERS AT 101 SOUTH NINTH STREET IN MEMPHIS, TEXAS.

Motion by Judge Powell and second by Commissioner Proffitt. Motion passed unanimously and It is the Order of the Court to approve the change of place of Commissioners Court meetings in accordance with Texas Local Government code §81.005(d), when courthouse operation moves to temporary quarters at 101 South Ninth Street in Memphis, Texas.

10. TAKE ACTION ON APPROVAL OF APPOINTMENT OF MEMBERS TO HALL COUNTY HISTORICAL COMMISSION FOR TWO YEAR TERMS BEGINNING JANUARY 1, 2023: DIXIE BARBEE, BELINDA BARBEE, KAREN CRISMAN, DANNY DAVIDSON, MIKE HUGHES, MOLLY MOFFITT, RANDY PHILLIPS, LERA KATE POWELL, AND AMANDA PROFFITT.

Motion by Commissioner Lindsey and second by Commissioner Proffitt. Motion passed unanimously and It is the Order of the Court to approve the appointment of members of the Hall County Historical Commission for two year terms beginning January 1, 2023: Dixie Barbee, Belinda Barbee, Karen Crisman, Danny Davidson, Mike Hughes, Molly Moffitt, Randy Phillips, Lera Kate Powell, and Amanda Proffitt.

11. HALL COUNTY HISTORICAL COMMISSION ANNUAL REPORT PRESENTED BY LERA KATE POWELL.

Motion by Commissioner Lindsey and second by Commissioner Proffitt. Motion passed, unanimously and It is the Order of the Court to approve the Hall County Historical Commission Annual Report as presented by Lera Kate Powell.

12. DISCUSS AND CONSIDER PURCHASE OF LAPTOP COMPUTER FOR TURKEY JUSTICE OF THE PEACE PRECINCT 4 OFFICE IN AMOUNT OF \$2,250.38.

Motion by Commissioner Lindsey and second by Commissioner Proffitt. Motion passed, unanimously and It is the Order of the Court to approve the

FUNDING AGREEMENT

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Hall County, a political subdivision of the State of Texas (“County”).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of the grant of funds to Hall County for the rehabilitation and restoration of the Hall County Courthouse (“Property”).

**ARTICLE II
AUTHORITY**

- 2.01 This Agreement is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. (“Program”), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Government Code Chapter 783, and the conditions and assurances promulgated thereunder by the Office of the Governor.

**ARTICLE III
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the rehabilitation and restoration work on the Property as provided in Article V hereof, and the Commission’s final approval of such work, and the satisfactory completion of the grant requirements as stipulated in the grant manual, or until earlier terminated as provided in Article VIII hereof except that the County’s obligations under the following provisions shall remain in effect for a period of 20 years following the final disbursement of funds under the Agreement: Sections 6.01, 6.09 and 6.11.

**ARTICLE IV
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program which is the subject of this Agreement shall be \$5,953,345. The grant of funds shall be paid to the County in accordance with the procedure described in Article VII hereof.
- 4.02 A statement of the source of funds is attached as Attachment "A" and incorporated herein for all purposes ("Source of Funds Statement and Verification"). The Source of Funds Statement and Verification itemizes the absolute dollar amounts and associated percentage to be contributed by state and local sources and identifies total available funds in an amount equivalent to the estimated project costs stated in Attachment "B" and incorporated herein for all purposes ("Project Cost Estimate") The Commission's funding participation shall not exceed the amount of the grant award specified herein.
- 4.03 The County shall be responsible for contributing all local funds at an amount not less than that specified in the Source of Funds Statement and Verification, unless the final project cost is less than that specified in the Project Cost Estimate. If the final cost is less than that specified in the Project Cost Estimate, there will be a commensurate reduction to each party's contribution, i.e. state and local contributions will be reduced by an amount that maintains same percentage contribution as the Source of Funds Statement.
- 4.04 The County shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, interest on borrowed funds or relocation expenses associated with this Project.
- 4.05 If the amount of the grant award changes at any time during the course of the Project, bilateral amendments may be required.

**ARTICLE V
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the County shall perform under this Agreement to restore and rehabilitate the Property ("Project") is attached as Attachment "C" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Project or approved documents describing it without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.
- 5.02 As determined by the Commission, the Scope of Work may include only planning work or may include both planning and construction work.

**ARTICLE VI
COUNTY'S RESPONSIBILITIES**

- 6.01 The County shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round XII Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 The County shall provide for the procurement of all necessary architecture, engineering, and consultant services related to the Project. The County's contract(s) for professional services shall be submitted to and reviewed by the Commission.
- 6.03 The County shall ensure that plans and specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 (36 Code of Federal Regulations Part 68) as determined by the Commission.
- 6.04 The County shall submit architectural plans, specifications and other planning products for the Project to the Commission for review and approval. The County shall make all necessary revisions to the Project as determined by the Commission during all planning, bidding and construction phases. The County shall not make changes to the documents or contracts without prior approval by the Commission.
- 6.05 The County shall ensure that the Project's completion schedule ("Project Schedule"), attached as Attachment "D", is met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the County at least 14 days prior to the scheduled deadline.
- 6.06 The County shall administer all contracts related to the construction of the Project and shall not commence competitive bidding and/or construction on any particular phase of the Project prior to execution of final 100% complete plans and specifications and granting of any required easements.
- 6.07 Any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the County prior to the commencement of the work related to that phase of the Project.
- 6.08 The County shall submit a draft "Project Completion Report" to the Commission for review within ninety (90) days of substantial completion of construction for the Project. The final Project Completion Report is due within six (6) months of substantial completion unless an extension is requested by the County in writing and granted by the Commission.

- 6.09 The County shall maintain and repair the Property to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way. Unless superceded by a Grant of Easement associated with this Project, this provision shall be in effect from the date of the last signature included herein and shall remain in effect for a period of twenty (20) years.
- 6.10 The County shall be responsible for resolving any environmental matters that are identified during the course of the Project, and shall provide the Commission with written certification from appropriate regulatory agencies that any such identified environmental matters have been remediated, if so required.
- 6.11 This project is funded with the proceeds of tax-exempt state general obligation bonds and is subject to private use limitations under the Internal Revenue Code. The County may not sell, lease, rent or otherwise allow private use of the Property during the period of this Agreement, except as may be specifically authorized in writing by the Commission.
- 6.12 The County accepts this grant award and acknowledges that there is no guarantee of further funding in this round or any future round for this project. All grants in this program are subject to future appropriation of funds by the Texas Legislature and a competitive award by the THC. The County acknowledges that the condition of the building upon completion of the work funded through this grant may not constitute a full restoration, and the county will be responsible for any work, and the cost of such work, that may be required to enable the building to be reoccupied by the county.

ARTICLE VII REIMBURSEMENT

- 7.01 The County shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the County, after the County has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. The Commission shall reimburse the County for such expenses and costs in accordance with the State Prompt Payment Law after the County submits the documentation required hereunder.
- 7.02 The total estimated cost of the Project (“Project Cost Estimate”) is attached as Attachment “B” and incorporated herein for all purposes. The Project Cost Estimate includes the itemized cost of architectural and engineering services, construction activities, and any other substantial items of cost. Non-Program eligible costs and expenses shall be included in the estimate but itemized separately and not included in the local match figure. Only costs and expenses identified as eligible and included as such in the Project Cost Estimate shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between categories with written approval from the Commission.

- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a certified statement of work performed, materials supplied and/or services rendered with a copy of the payment check. Requests for reimbursement may be made monthly and each request shall include all required documentation for the period.
- 7.04 For each period, reimbursement of all eligible Project costs and expenses shall be made by the Commission in an amount equivalent to their percentage share of the Project Cost Estimate, rounded to the nearest percentage point as stated in the Source of Funds Statement. When the County's eligible expenses exceed 90% of the Project Cost Estimate, the Commission will reconcile the reimbursement total to an exact dollar amount.
- 7.05 The last ten percent (10%) of the Commission's award shall be held until the Project described in the Scope of Work and the approved plans and specifications is complete and determined satisfactory by the Commission. For Projects that include construction work, a Grant Project Completion Report must be submitted and approved by THC prior to disbursement of the final ten percent (10%) of the amount of the grant.
- 7.06 Project costs and expenses incurred prior to the date the Project was selected by the Commission for a grant award under the Program, are not eligible for reimbursement except as otherwise agreed by the parties in writing.
- 7.07 Significant increases or decreases in the County's Project costs and expenses during the course of the Project may require bilateral amendments to this Agreement and warrant a change to the percentage figure used by the Commission for reimbursements.

ARTICLE VIII TERMINATION

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties. In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement, in the manner provided in Article 8.02 hereof.
- 8.02 If an event of termination is based on the failure of a party to fulfill its obligations under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the County withdraws from the Project after this Agreement is executed, but prior to completion of the Project, it shall be responsible for all direct and indirect Project costs as identified by the Commission's cost accounting system. All previously reimbursed Project costs shall be repaid to the Commission by the County within sixty (60) days of termination.

- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except the repayment provision under Article 8.03 and the inspection provisions under Article XI.

ARTICLE IX AMENDMENTS

- 9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

ARTICLE X NOTICES

- 10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

County: The Honorable Ray Powell
512 West Main, Suite 4
Memphis, Texas 79245

ARTICLE XI SEVERABILITY

- 11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

ARTICLE XII RESPONSIBILITIES OF PARTIES

- 12.01 The Commission and the County agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their further use.

**ARTICLE XIV
COMPLIANCE WITH LAWS**

14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV
LIMITATION OF LIABILITY**

15.01 The Commission shall not be liable for any direct or consequential damages to County or any third party for any act or omission of the County in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the County.

**ARTICLE XVI
ATTACHMENTS**

16.01 The following documents are included in and shall be a part of this Agreement for all purposes:

Attachment "A"	Source of Funds Statement and Verification
Attachment "B"	Project Cost Estimate
Attachment "C"	Scope of Work
Attachment "D"	Project Schedule
Attachment "E"	Resolution of Support

**ARTICLE XVII
DISPUTE RESOLUTION**

17.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.

- 17.02 A claim by the County for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by County with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 17.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 17.04 Compliance with the contested case process as provided in Article 17.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 17.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code §§68.1, et seq., now and as hereafter amended.
- 17.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the County, in whole or in part.

ARTICLE XVIII SOLE AND ENTIRE AGREEMENT

- 18.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

ARTICLE XIX INSPECTION OF BOOKS, RECORDS, AND WORK

- 19.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the County, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the County, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Property undertaken through this Agreement.

**ARTICLE XX
SIGNATORY WARRANTY**

20.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented. A statement of the County's resolve to accept this award and enter into this Agreement is attached as Attachment "E" (Resolution) unless authority is conferred to another party on behalf of the County as an alternate attachment.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

TEXAS HISTORICAL COMMISSION

HALL COUNTY

By: _____

By: Ry Powell

Title: _____

Title: COUNTY Judge

Date: _____

Date: JAN 9, 2023

Source of Funds Statement and Verification

January 9, 2023

A grant award of \$5,953,345 was made by the Texas Historical Commission on July 26, 2022 for Round XII of the Texas Historical Courthouse Preservation Program, 2022-2023 biennium for the Preservation of the Hall County Courthouse as described in the Scope of Work, Attachment "C" (Project).

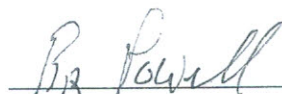
Therefore, the source of funds for this Project shall be:

State share	\$5,953,345*
Minimum local share to receive full grant	\$3,269,396**
Estimated total project cost	\$9,222,741**

*The state share of the project represents approximately 61% of the total project cost as stated in the Project Cost Estimate, Attachment "B". This percentage will be used for reimbursement.

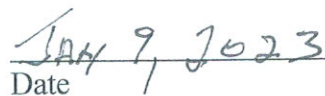
**These amounts have been increased to \$3,876,559 and \$9,829,904 following necessary additions to the project following Accessibility Review and addition of exterior foundation waterproofing and perforated pipe drainage.

As a legal representative of this County, I do verify that the County's required matching funds are available, either in ready cash, loans, or other grant awards. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."



Signature

Ray Powell, Hall County Judge



Date

Project Cost Estimate
January 9, 2023

Project Cost Estimate was provided as part of the request for Grant for Courthouse Restoration, made by Hall County on June 12, 2022 in the amount of \$9,829,904 and was granted \$5,953,345 by the Texas Historical Commission on July 26, 2022 as part of the Round XII of the Texas Historical Courthouse Preservation Program, 2022-2023 biennium for the Preservation of the Hall County Courthouse as described in the Scope of Work, Attachment "C" (Project).

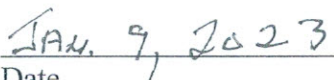
The Project Cost Estimate for restoration of the Hall County Courthouse is included as follows on the attached sheets #1 thru 14.

As a legal representative of this County, I do verify that the County's Project Cost Estimate produced on June 12, 2022 is an accurate estimate of the project cost on that date. I further understand that the total project cost has been estimated at the figure above and stated in Attachment "B" and that any costs which exceed this amount will be contributed by the County as necessary to accomplish the Scope of Work stated in Attachment "C."



Signature

Ray Powell, Hall County Judge



Date

Scope of Work
January 9, 2023

Hall County Courthouse was designed in 1922 by C.H. Page and Brother, Architects of Austin, Texas. The firm is a respected and noted firm, surviving today in Austin. The Courthouse was constructed by Walker Construction Co. of San Antonio, after being awarded the contract after open public bid with construction completed and building occupied March 21, 1924. The building is high quality, designed for long term use, of best construction and quality of the period.

Renaissance Revival exterior building design for the Courthouse exterior carries over from prior design by the same firm for the St. Louis Purchase Exposition and used by them for several subsequent Texas projects. Building exterior is red blend Acme brick having a unique surface texture with cast stone window sills and heads, rain shelf at head of first level, a rain shelf and frieze at third level window heads and sill of fourth level, and over fourth level windows as part of the brick and cast stone cornice. Recessed entries on all four elevations have four cast stone columns (with two of the four encasing structural columns) with cast stone flat pediment integrated into the frieze above. Cast stone and brick masonry are in generally good condition with only limited pointing required on brick masonry. Cast stone work originally received a different softer mortar. Thus more pointing and remedial work is required for cast stone, particularly on columns and entry porch masonry and parapet work. A few parapet stones have been damaged both by roofers and by installation of guy wires for prior and current roof-top radio towers.

Concrete steps from grade up to the second level entries are flanked by brick bolsters with cast stone caps on each side. Concrete has been degraded by repeated winter salt applications. Prior repairs with 4x4 red clay tile matching interior and later with Cathedral Stone mortar are insufficient for reliable future use. Concrete steps between bolsters must be removed and replaced, spanning from grade to building second level, over first floor entries and walks on all elevations.

Concrete deck establishes roof slope of 1/8 inch per foot. Integration of roof with all four corner roof drains integrated into parapet and frieze design is problematic, with a continued history of roofing leaks at all four locations. Required roof ventilators for attic ventilation will be replaced. New modified bitumen roofing will be integrated with depressed drain pans at all four corners, drain openings thru cast stone parapet cleaned and fully opened to original dimensions, and drains to restored receivers with overflow scuppers conducting roof flow down restored exposed exterior copper roof drains, to cast iron boots at walk level outside the first floor. Original drains led to underground plumbing - as all boots had been broken to allow drain flow to walks, new drains will be conducted to boots with surface outflows onto the restored perimeter walk around the building face.

All existing aluminum and glass entry doors and frames shall be removed and new six panel glazed wood doors in wood frames with new hardware shall replace them. Existing interior doors where possible shall be restored with new hardware, or replaced with matching design panel doors as needed. All interior doors, frames, wood base, wood chair rails, trim and other wood work shall be finished in the same dark oak stain as original. New hardware shall be installed on all interior doors.

Exterior aluminum frame windows with spandrel panels shall be removed throughout the building and original masonry-plaster openings restored. New single hung wood sash windows and frames shall be fabricated and installed in restored openings, with painted exterior and natural dark oak finish interiors to match doors and other interior woodwork.

All interior office windows facing from offices onto corridors shall be restored, with matching Star glass installed whenever existing glass has been cracked or damaged. This includes the clerestory ventilation windows in the District Courtroom above the decorative cornice with all window frames, sashes, and woodwork matching balance of dark oak woodwork in the building.

Elevator installed in 1987 with THC design approval shall be upgraded with new works and controls. Existing equipment is aged and replacement components are no longer available. Cab interior shall be replaced with stained wood and mirror walls, new ceiling and 4x4 inch red clay quarry tile floor to match corridors.

All 1/4-inch plywood wall panel installed throughout the first, second, third and fourth floors shall be removed and plaster wall finishes restored. All suspended acoustic ceilings shall be removed throughout the first, second, third and fourth floors. Plaster ceilings to remain shall have all damaged plaster work restored. As building had cornices only in the District Courtroom, only that decorative plaster work will require restoration.

First level (basement) originally had two levels, with the upper level devoted to offices and the lower level to a County Auditorium. In 1929 Hall County hired C.H. Page and Brother, original building architects for documents to convert the lower section of the first level into offices, install a women's rest room and relocate the men's restroom into the lower space. County growth during this period necessitated office expansion with population peaking at 27,000 in 1930. There was a subsequent remodel in 1986 for accessibility with a ramp added in center of the lower-level corridor up to the upper level. Original flooring for the lower-level offices was tan linoleum, with lower-level corridor floors painted same red color as the 4x4 inch quarry tile used throughout the building upper floor corridors.

Both first level spaces had plaster walls and ceilings. Plaster wall covering was placed on metal lath on metal furring studs for partitions, and directly on masonry for exterior and structural masonry building walls and columns throughout the first level. Plaster ceilings were either directly on structural beams, on flat concrete floor slabs between beams, or suspended on metal furring below the flat slab construction.

Upper-level of the first floor accommodates new men's and women's toilet rooms and expanded Janitors Closet. Local damage to 4x4 inch corridor floor tile shall be repaired, damage to plaster walls repaired, and new utilities for electrical, IT and heating-cooling shall be trenched into walls and into ceilings. Some rooms will require new gypsum board ceilings to accommodate this work, with ceilings lowered 6 to 12 inches (remaining above window heads and door trim) to accommodate services.

As with the first floor, new Men's and Women's Toilet rooms and expanded Janitors Closets will be provided on the second, third and fourth levels. Office and similar rooms will have new linoleum (matching original). Local damage to 4x4 inch corridor floor tile shall be repaired, damage to plaster walls repaired, and new utilities for electrical, IT and heating-cooling shall be trenched into walls and into ceilings. Some rooms will require new gypsum board ceilings to accommodate this work, with ceilings lowered 6 to 12 inches (remaining above window heads and door trim).

New glass front cases shall be prepared and installed on the second level. One case on the corridor wall opposite the County Judge's office shall house County notices, notes, and any documents important to both citizens and Courthouse occupants. The second case shall be on the diagonal wall at the center corridor crossing, and shall contain a directory of all offices and officials to be found in the County Courthouse. Both cases shall have frames and glass sashes of stained wood to match other dark oak stained woodwork in the Courthouse.

District Courtroom on the third level will require replacement of linoleum flooring, restoration of existing fixed interior furnishings, removal of additions to courtroom officials' risers and restoration of the risers, as well as restoration of walls, woodwork, and other interior finishes. Existing plaster cornice shall require restoration as well as pilaster wood and plaster columns behind the bench. Existing asbestos bearing parabolic arch ceiling shall be removed in its entirety. New acoustic ceiling shall be installed above, and a lower stretched acoustically transparent fabric ceiling matching the same shape shall be installed at the head of cornice and against each end wall to match appearance of original design.

Restoration shall include removal of all gas plumbing throughout the building. Installed to allow use of gas stoves in offices after removal of the hot water boiler, the restored building will have an electric variable volume compressor heat pump cooling and heating system. The restored building will have no gas service with all utility services electric.

New cold-water service will be plumbed to the building from existing City water meter location. New sanitary sewer service with new double clean out shall be plumbed into the building from the existing City service.

The new electric variable volume compressor heat pump cooling and heating system will service the restored building with painted steel cabinet units about the size of the original hot water radiators located in offices, some corridors and in the Courtroom, and around the interior perimeter of the building. These units will require electrical, coolant

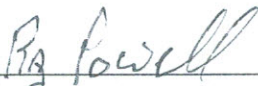
supply/return, and pumped condensate lines. These lines will be concealed through the floor, and into the ceiling attic space of the floor below. The four variable volume compressor units will be staged on the south side of the building, on the roof of the former coal vault. A new U-shaped masonry wall of matching brick with cast stone cap shall conceal these four units while allowing sufficient air circulation for operation.

Existing non-stayed exterior large radio tower will be removed by the contractor and either demolished or sold to a prospective purchaser. The concrete footings for this large tower will be demolished below grade to allow landscaping over.

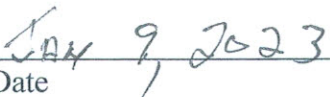
Existing over-mature cedar trees and their stumps on all four sides of the Courthouse shall all be removed. All oak trees remaining shall be surveyed and pruned as needed for proper relation to the restored Courthouse. Existing automatic irrigation system shall be restored or replaced for full operation, along with new service and new controls.

Existing entry ramp from existing accessible parking on the south elevation of the building shall be removed and reconstructed to meet current accessibility standards. Existing perimeter walk around the building shall be removed, and replaced after installation of perforated drain for foundation ground water removal. Drains shall be piped to a cistern with sump pump, and outflow shall be directed to perimeter curb around the building and City storm water system.

As a legal representative of this County, I do verify that the Scope of Work prepared on January 9, 2022 is an accurate summation of project work required to produce a fully restored and functioning building for Hall County.



Signature
Ray Powell, Hall County Judge



Date

Work-Category**Estimated Cost****1. General Requirements**

a) Construction facilities (e.g., job trailer, office supplies, sanitary facilities)	\$ <u>123,900.00</u>
b) Construction Supervision	\$ <u>475,700.00</u>
c) Bond and insurance (e.g. performance & payment bonds, builder's risk insurance, liability insurance)	\$ <u>177,880.00</u>
d) Inspection and testing allowances	\$ <u>16,880.00</u>
e) Temporary construction (e.g., scaffolding, fencing)	\$ <u>75,600.00</u>
f) Hazardous materials abatement	\$ <u>264,000.00</u>
g) Other (AGC dues, Permits)	\$ <u>NA</u>

Work-Category**Estimated Cost****2. Site Work**

a) Demolition and hauling	\$ <u>738,995.00</u>
b) Utilities	\$ <u>81,373.00</u>
c) Earthworks and grading	\$ <u>4,320.00</u>
d) Sidewalk restoration	\$ <u>81,373.00</u>
e) Historic site features (\$50,000 maximum) (describe)	\$ <u>25,000.00</u>
	<i>Amount exceeding \$50,000*</i> \$ ()
f) Site furnishings and appurtenances * (e.g., benches, trashcans)	\$ <u>(NA)</u>
g) Paving for parking areas and new sidewalks *	\$ (<u>4,000.00</u>)
h) Landscape restoration* (e.g., new plant materials, pruning)	\$ <u>(NA)</u>
i) Irrigation systems *	\$ (<u>5,400.00</u>)
j) Other, such as archeological site investigation (describe)	\$ <u>NA</u>

* ineligible cost, (this will tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

3. Concrete

a) Structural repairs or modifications	\$ <u>39,288.00</u>
b) Non-structural (e.g., basement flooring)	\$ <u>NA</u>
c) Other (describe)	\$ <u>NA</u>

4. Masonry

a) General exterior restoration (e.g. repointing, cleaning)	\$ <u>198,124.00</u>
b) Structural repairs or modifications (e.g. replacement of damaged units)	\$ <u>NA</u>
c) Non-structural repairs (e.g., re-opening blocked windows)	\$ <u>NA</u>
d) Other (describe)	\$ <u>63,600.00</u>

Work-Category**Estimated Cost****5. Metals**

a) Structural elements (e.g., decking, roof framing, columns)	\$ <u>NA</u>
b) Non-structural fabrications (e.g., stairways, ladders)	\$ <u>1,264.00</u>
c) Decorative metal (e.g., grates, handrails)	\$ <u>14,381.00</u>
d) Other (describe)	\$ <u>NA</u>

6. Carpentry

a) Rough carpentry (structural repairs to floor and roof framing)	\$ <u>30,000.00</u>
b) Finish carpentry (e.g., non-structural wainscot, trim, stair handrails)	\$ <u>28,850.00</u>
c) Casework (e.g., restoration or construction of judge's bench, jury box and built-in cabinetry)	\$ <u>16,828.00</u>
d) Other (describe)	\$ <u>NA</u>

Work-Category

Estimated Cost

7. Thermal & Moisture Protection

a) Roofing and flashing	\$ <u>91,421.00</u>
b) Drainage systems (e.g., gutters and downspouts)	\$ <u>14,400.00</u>
c) Foundation waterproofing	\$ <u>300,000.00</u>
d) Insulation, caulking and sealants	\$ <u>10,000.00</u>
e) Other (describe) Replace existing 1923 dog house with roof access hatch assembly	\$ <u>1,410.00</u>

Work-Category

Estimated Cost

8. Doors & Windows

a) Interior and exterior doors including glass	\$ <u>214,500.00</u>
b) Windows including glass	\$ <u>606,757.00</u>
c) Hardware	\$ <u>166,800.00</u>
d) Other glass and glazing	\$ <u>NA</u>
e) Other (describe) Remove 1924 skylight	\$ <u>4,200.00</u>

Work-Category

Estimated Cost

9. Finishes

a) Wood and/or decorative metal ceilings	\$ <u>77,773.00</u>
Parabolic stretched fabric barrel vault ceiling in courtroom	
b) Wood flooring and wainscot	\$ <u>13,716.00</u>
Courtroom decorative plasterwork preparation	
c) Marble finishes New black granite thresholds	\$ <u>9,600.00</u>
d) Ceramic tile finishes	\$ <u>28,224.00</u>
New toilet room floor & wall tile, corridor tile repairs	
e) Plaster and/or drywall	\$ <u>143,700.00</u>
f) Carpet and resilient flooring	\$ <u>102,391.00</u>
Linoleum to match 1924 installation	
g) Acoustical ceilings and/or panels	\$ <u>16,969.00</u>
Courtroom wall panels	
h) General painting	\$ <u>303,126.00</u>
i) Decorative painting ornamental plaster Repair courtroom decorative plaster	\$ <u>4,572.00</u>
j) Other (describe) Suspended 2x4 acoustic tile above fabric ceiling in courtroom	\$ <u>129,353.00</u>

Work-Category**Estimated Cost****10. Specialties**

a) Toilet partitions and accessories	\$ <u>12,000.00</u>
Toilet accessories	
b) Building directories and signage	\$ <u>57,361.00</u>
Building directory, notice & bulletin boards, room signage	
c) Specialty storage systems	\$ <u>NA</u>
d) Clock and clockworks	\$ <u>NA</u>
e) Bell fabrication or restoration	\$ <u>NA</u>
f) Other (describe) Fire extinguishers and wall cabinets	\$ <u>2,160.00</u>

11. Equipment (generally not eligible costs)

a) <i>Computer servers and office equipment *</i>	\$ <u>(NA)</u>
b) <i>Other ineligible items *</i>	\$ <u>(NA)</u>

* ineligible cost, (tally and subtract from construction cost subtotal)

Work-Category

Estimated Cost

13. Special Construction

a) Lightning protection systems	\$ <u>NA</u>
b) Pre-engineered sheet metal towers	\$ <u>NA</u>
Roof vent louvers included in roofing	
c) Fire Suppression, detection and alarm system	\$ <u>74,940.00</u>
d) Other (describe)	\$ <u>NA</u>

14. Conveying Systems

a) Elevators	\$ <u>120,914.00</u>
Updating antiquated controls, cab interior in other sections	
b) Other (describe)	\$ <u>NA</u>

Work-Category

Estimated Cost

15. Mechanical

a) Plumbing Systems	\$ <u>226,082.00</u>
b) Heating, ventilating and air-condition system equipment and controls	\$ <u>763,210.00</u>
c) Other (describe)	\$ <u>NA</u>

Work-Category

Estimated Cost

16. Electrical

a) General service and distribution Install owner supplied generator for critical loads (elevator, life safety equipment, etc.)	\$ <u>374,404.00</u>
b) Interior and exterior building lighting	\$ <u>270,183.00</u>
c) <i>Data and communication systems</i> *	\$ (<u>242,443.00</u>)
d) <i>Site lighting (for sidewalks, parking areas)</i> * Site lighting by City provided street lights & exterior building lights	\$ (NA <u> </u>)
e) Building security systems (e.g., glass breaks, door contacts motion detectors) at \$20,000 maximum Conduit and power built-in for County provided & installed system <i>Amount exceeding \$20,000*</i>	\$ <u>67,540.00</u> \$ (<u> </u>)
f) <i>Audio-visual systems (\$50,000 maximum)</i>	\$ <u>NA</u> <i>Amount exceeding \$50,000*</i> \$ (<u> </u>)
g) Other (describe) Exterior radio tower removal and foundation removal	\$ <u>70,800.00</u>

* ineligible costs

Summary of Totals

Division 1: General Conditions	<u>1,133,960</u>
Division 2: Site Work	<u>940,461</u>
Division 3: Concrete	<u>39,288</u>
Division 4: Masonry	<u>261,724</u>
Division 5: Metals	<u>15,645</u>
Division 6: Carpentry	<u>75,678</u>
Division 7: Thermal and Moisture Protections	<u>417,231</u>
Division 8: Door and Windows	<u>992,257</u>
Division 9: Finishes	<u>829,424</u>
Division 10: Specialties	<u>71,521</u>
Division 11: Equipment	<u>—</u>
Division 12: Furnishings	<u>156,883</u>
Division 13: Special Construction	<u>74,940</u>
Division 14: Conveying Systems	<u>120,914</u>
Division 15: Mechanical	<u>989,292</u>
Division 16: Electrical	<u>1,025,370</u>

Construction Costs Subtotal = \$ 7,144,588

Less Ineligible Costs = NONE

Allowable Construction Costs = 7,144,588
(Subtotal A)

Contractor's Overhead & Profit = 1,071,688
(not to exceed 15 percent of Subtotal A)

Subtotal A+ Overhead & Profit = 8,216,276
(Subtotal B)

Project Contingency = 821,628
(not to exceed 10 percent of Subtotal B)

Total (Allowable) Construction Costs = 9,037,904
(Subtotal B + Contingency = Subtotal C)

Architecture/Engineering Services = \$ 168,750
(fees of the architect and the structural, MEP and civil engineers, including all reimbursable expenses shall not exceed 16 percent of Subtotal C. For projects having 95 percent complete plans and specifications, these fees will not exceed 4 percent of C)

Additional Professional Services= 16,087
(preparation of grant completion report, warranty services and speciality consultants for archeology, acoustics, audio-visual systems, security systems and / or historic finishes itemized)

Total Professional Services = \$ 184,837
(Subtotal D)

Total (Allowable Project Costs = \$ 9,222,741
(Subtotal C + Subtotal D)

ADDITIONAL EXPENSE (\$9,829,904)

Gross square footage = 31,148 sf
Conditioned square footage of courthouse including wall thicknesses
+ square footage of covered porches x 50%)

Cost per square foot = \$ 296.09


We require that any professional architect's or estimator's cost estimates that have been prepared for this project are attached to this form.

Project Schedule
January 9, 2023

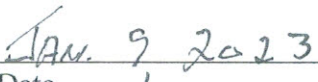
Project Schedule is shown below, with approximate dates and weeks elapsed time for schedule stages. Stages are not necessarily sequential and may considerably overlap.

<u>Stage</u>	<u>Date Started</u>	<u>Duration</u>
1. Construction Organizing Meeting	Jan 4, 2023	1 day
2. Submission of Funding Agreement	Jan 9, 2023	1 week
3. Relocation of County Offices & Storage of Courthouse Contents	Jan 4, 2023	6 weeks pack 2 days move
4. Approval of Funding Agreement	Jan 16, 2023	1 day
5. Submission of Easement to THC	Jan 20, 2023	2 weeks
6. Documents Released for Bidding	Jan 18, 2023	2-1/2 weeks
7. Bids Due	Feb 16, 2023	1 day
8. Negotiations with Low Bidders	Feb 15, 2023	1 day
9. Commencement of Construction Est. Contractor Mobilization	Mar 15, 2023	4 weeks
10. Construction	April 12, 2025	104 weeks (2 years)
11. Final Inspection	April 12, 2025	1 day
12. Project Completion Report	May 3, 2025	2-1/2 weeks
13. Final Reimbursement to Hall County	May 22, 2025	4 weeks

As a legal representative of this County, I do verify that the above prospective Project Schedule is as accurate as can be estimated at this stage of the project



Signature
Ray Powell, Hall County Judge



Date

STATE OF TEXAS §

COUNTY OF HALL §

RESOLUTION

A RESOLUTION SUPPORTING THE EFFORTS OF HALL COUNTY, TEXAS TO EXECUTE RESTORATION OF THE HALL COUNTY COURTHOUSE

WHEREAS, the historic county courthouse, having served the county since the first official commissioners court meeting was held in the building in 1923, is in need of repair and upgrades; and

WHEREAS, the county submitted an application in Round X11 to the Texas Historic Courthouse Preservation Program (THCPP) seeking their funding assistance for the rehabilitation/restoration work described in the Master Plan authored by Arthur Weinman, AIA Architect, dated March 20, 2020 and the 95% complete plans and specifications for this work dated May 5, 2022 and also authored by Arthur Weinman AIA Architect; and

WHEREAS, the proposed project has been selected to receive a THCPP grant award in the amount of \$6,000,000 by the Texas Historical Commission, the state agency administering the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Hall County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement, and to hereby declare its complete support for this important project to preserve the Hall County Courthouse for future generations.

RESOLVED THIS 9TH DAY OF JANUARY, 2023



Ray Powell, County Judge

Ronny Wilson, Commissioner, Precinct 1



Terry Lindsey, Commissioner, Precinct 2



Gary Proffitt, Commissioner, Precinct 3

Troy Glover, Commissioner Precinct 4

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Ray Powell Ray Powell, County Judge

Ronny Wilson Ronny Wilson, Commissioner, Precinct 1

Terry Lindsey Terry Lindsey, Commissioner, Precinct 2

Gary Proffitt Gary Proffitt, Commissioner, Precinct 3

Troy Glover Troy Glover, Commissioner Precinct 4