

TEXAS HISTORICAL COMMISSION
real places telling real stories

July 30, 2018

The Honorable Jacques Blanchette
Tyler County Judge
100 W. Bluff
Woodville, TX 75979

Dear Judge Blanchette,

Thank you for meeting with me, Sharon Fleming, Representative White, and Senator Nichols and others at the Tyler County Courthouse on April 9 to review work performed on that building over the past several months or years.

As I believe you are aware, the Tyler County Courthouse falls under Government Code Section 442.008, requiring that all proposed work on the courthouse that extends beyond basic maintenance be submitted to the Texas Historical Commission (“the Commission”) for review at least 180 days before such work is undertaken. The building was, at the county’s request, also designated a Recorded Texas Historic Landmark (RTHL), and pursuant to Government Code Section 442.006 proposed changes to RTHLs must be submitted to the Commission at least 60 days in advance of beginning work. Finally, the courthouse is subject to a perpetual easement, granted to the Commission on January 4, 2005, pursuant to which Tyler County is required to submit all proposed work on the courthouse to the Commission for review in conformance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties. Any work determined to exceed basic maintenance, must then be permitted by the Commission or the project cannot proceed.

Tyler County has performed significant work on the courthouse in violation of all three of these provisions.

Tyler County, in consultation with preservation architects Graham Luhn, developed a courthouse preservation master plan in 2000 which proposed a rehabilitation and restoration of the courthouse to its 1936 configuration (*Standards for Rehabilitation*), and subsequently hired VOH Architects to revise that master plan substantially in 2007 to propose fully restoring the building to its 1891 appearance (*Standards for Restoration*, 1891 target date). Each master plan proposal was internally consistent and was approved by the THC. We note that almost exclusively, the recent work undertaken to the building conforms to neither the recommendations of the 2000 master plan nor the 2007 master plan.

During 2016-17, THC staff consulted with Tyler County to develop a means to address structural instability of the courthouse’s tower. During the time that this work was under consultation, the County was simultaneously performing the nonconforming work described below. Yet at no time did the County seek to notify or obtain approval from the Commission for these other alterations.



In fact, based on our observations on April 9th, it appears that, the County continued to do unapproved work on the courthouse following a meeting with Commission staff in October 2017, at which time Commission staff directed the county to stop the unpermitted work.

Specifically, recent work undertaken by the County that does not meet the Secretary of the Interior's *Standards for the Treatment of Historic Properties* includes:

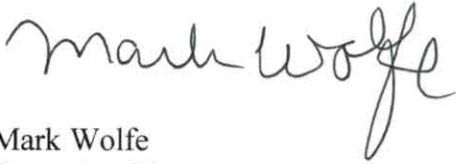
- 1) the complete removal of all original 1891 features in the first floor vault room such as corrugated metal ceiling and structural members including decorative cast iron capitals;
- 2) the extensive removal of historic plaster from interior wall surfaces and its partial replacement;
- 3) the removal of original 1930s door trim and other features, and replacement with reproduction 19th century style trim and features, in some cases where it never existed historically;
- 4) the extensive removal of original 1891 wood beadboard ceilings throughout the building;
- 5) the removal and replacement of numerous original 1891 and 1936 windows with non-conforming vinyl windows;
- 6) the installation of new wood paneling of non-historic design in the district courtroom and first floor public corridor;
- 7) the re-use of historic materials salvaged from the building to create a new "historic-look" in the form of elaborate new ceilings, door trim, furnishings and décor; and
- 8) the extensive damage to historic brick caused by mechanical removal of the exterior stucco.

This unauthorized work has adversely impacted the historical and architectural integrity of the courthouse. The result is a hybrid combination of an 1890s courthouse and a 1930s courthouse, an approach that is not consistent with the Secretary of the Interior's Treatment Standards or either of your master plans.

In an effort to bring this project back into compliance with applicable Standards, we are enclosing a proposed remediation agreement. The purpose of this agreement is to focus attention on the areas of greatest impact, where the county's alterations would not have been authorized by the Commission had they been submitted to us under the covenant referred to above, such as the installation of vinyl windows and removal of historic materials both inside and out. The alternative to the County's execution of this agreement could be assessment of a financial penalty as stated in the Texas Government Code, Section 442.011. In either case, the county must commit to a consistent preservation philosophy for all future work, provide proper written notification to our staff as required under applicable law and the covenant agreement, and obtain approval for any future work in accordance with this and prior agreements with the Commission.

We look forward to resolving this matter, and remind you that until that goal has been achieved, no additional work may take place on the courthouse without Commission approval. Please sign and return the enclosed agreement within 60 days of receipt of this letter.

Sincerely,

A handwritten signature in black ink that reads "Mark Wolfe". The signature is written in a cursive style with a large, looping "W" and a long, sweeping tail.

Mark Wolfe
Executive Director

Cc: Alice McAfee, Assistant Attorney General
Senator Robert Nichols
Representative James White
Tyler County Commissioner Court
Tyler County Historical Commission

**STATE OF TEXAS
COUNTY OF TYLER**

AGREEMENT

This Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and Tyler 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 resolve a dispute concerning modifications to the Tyler County Courthouse (the “Property”) undertaken by the County.

**ARTICLE II
AUTHORITY**

- 2.01 This Agreement is authorized under Texas Government Code §§ 442.008 and 442.011, 13 Texas Administrative Code § 17.2, and the Interlocal Cooperation Act, Texas Government Code ch. 791.

**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 VI hereof, and the Commission’s final approval of such work, or until earlier terminated as provided in Article VIII hereof.

**ARTICLE IV
AUTHORITY AND POSITION OF THE COMMISSION**

- 4.01 Texas Government Code § 442.008 (a) provides as follows: County Courthouses. (a) A county may not demolish, sell, lease, or damage the historical or architectural integrity of any building that serves or has served as a county courthouse without notifying the commission of the intended action at least six months before the date on which it acts.
- 4.02 Texas Government Code § 442.011 provides as follows: Penalty. A person who violates this chapter is subject to a civil penalty of not less than \$50 nor more than \$1,000 for each day of violation.

- 4.03 Tyler County did commence to make substantive physical modifications and alter the appearance of its Courthouse, the Property, between November 2015 and April 2018 without providing notice to the Commission or conducting such work in a manner which was consistent with its own preservation plans. Such modifications included the following:
- 1) the complete removal of all original 1891 features in the first floor vault room such as corrugated metal ceiling and structural members including decorative cast iron capitals;
 - 2) the extensive removal of historic plaster interior wall surfaces and its partial replacement;
 - 3) the removal of original 1930s door trim and other features and replacement with reproduction 19th century style trim and features, in some cases where it never existed historically;
 - 4) the extensive removal of original 1891 wood beadboard ceilings throughout the building;
 - 5) the removal and replacement of numerous original 1891 and 1936 windows with non-conforming vinyl windows;
 - 6) the installation of new wood paneling of non-historic design in the district courtroom and first floor public corridor;
 - 7) the re-use of historic materials salvaged from the building to create a new “historic-look” in the form of elaborate new ceilings, door trim, furnishings and décor; and
 - 8) the use of mechanical methods for removal of exterior stucco resulting in extensive damage to the historic brick.

**ARTICLE V
AUTHORITY AND POSITION OF THE COUNTY**

- 5.01 The County is responsible for the maintenance and preservation of the Property.
- 5.02 The County elected not to provide notification to the Commission under Texas Government Code § 442.008 for any work undertaken since 2015.

**ARTICLE VI
COUNTY’S RESPONSIBILITIES**

- 6.01 The County shall be responsible for reversing the changes to the Property specified in 4.03 no later than one year from the date this Agreement is executed. Such Work shall be performed at the expense of the County, and shall be subject to the inspection and approval of the Commission. The County shall demonstrate regular progress toward this goal by hiring a preservation architect to design and produce construction documents for the project no later than three months from the date this Agreement is executed. The County shall submit architectural plans and specifications to the Commission for review no later than six months from the date this Agreement is executed.
- 6.02 The County shall provide for the procurement of all necessary services related to the Work.
- 6.03 The County shall ensure that remedial measures are undertaken to mitigate the unauthorized modifications described in section 4.03 of this Agreement. These measures include, but are not limited to the following, and shall be reviewed as provided in 6.01 to ensure that they

effectively address the unauthorized work undertaken to date including that described in 4.03.

- 1) Removal of inappropriate new ceiling treatments including, but not limited to, salvaged metal tiles, plastic medallions and wood beams must be removed. Ceilings must be painted wood beadboard to match the original. Limited drywall furr-downs may be used to encase mechanical equipment as needed but must be minimized.
- 2) Removal of nineteenth-century style wood casing on metal vault door in Room 110 leaving original metal frame to fire-proof vault exposed and intact.
- 3) No brick masonry may be exposed. Historic interior walls must be completely replastered or sheetrocked with no exceptions in keeping with the historic character of the building.
- 4) The exterior wall must be restuccoed until such time that a full restoration is undertaken and a professional analysis can be undertaken to ensure that the strength and integrity of the brick can be maintained upon removal of the stucco.
- 5) Vinyl replacement windows including new sash, frames and moldings must be removed and replaced with new wood windows that match the historic windows in design, dimensions and materials.

6.04 Any future work undertaken by the County must be completely consistent with one of the approved restoration philosophies presented in the 2000 or 2007 courthouse preservation master plans which, respectively restore the building to its 1936 appearance or its original 1891 configuration. The selection of the courthouse's period of significance as a target date for restoration will be undertaken in consultation with the Commission.

Proposals for any future interior modifications including, but not limited to, replacement of flooring, changes to walls and ceilings, installation of mechanical equipment, interior and exterior door and window replacement, installation of new wood paneling, trim or baseboards, restroom remodeling, relocation of walls or structural members, any exterior alterations, roofing, and new features on the site shall be described in writing and submitted to the Commission at least 60 days in advance for review and approval. No work beyond routine maintenance shall be undertaken without express written approval by the Commission.

- 6.05 The County shall submit an annual report to the Commission each January documenting deteriorated conditions as it relates to preservation interests of the Commission in the building.
- 6.06 In accordance with the provisions of Texas Government Code § 442.011, the County shall pay to the Commission the amount of One Thousand Dollars (\$1,000.00) as a civil penalty for the violation of Texas Government Code § 442.008, for failing to notify the Commission of the County's intent to damage the architectural integrity of the Property not less than six months prior to the date on which it intended to act. Such payment shall be tendered to the Commission within 30 days following the execution of this Agreement.

- 15.04 Compliance with the contested case process as provided in Article 15.02 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.
- 15.05 The submission, processing, and resolution of any claim by County hereunder is governed by 1 Texas Administrative Code sec.68.1, et seq., now and as hereafter amended.
- 15.06 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 XVI
SOLE AND ENTIRE AGREEMENT**

- 16.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements.

**ARTICLE XVII
SIGNATORY WARRANTY**

- 17.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

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

TEXAS HISTORICAL COMMISSION

TYLER COUNTY

By: Mark Wolfe

By: _____

Title: Executive Director

Title: _____

Date: 7/30/18

Date: _____