

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON
THE 17TH DAY OF JUNE, 1953, AT 1:30 P.M.

The call of the roll disclosed the presence of Directors as follows:

PRESENT

Joe B. Hogsett
Houston Hill
Dan H. Priest
W. L. Pier
A. T. Seymour, Jr.

Also present were Messrs. Sidney L. Samuels, General Counsel of the District, C. L. McNair, General Manager of the District, and Marvin C. Nichols of the firm of Freese and Nichols, consulting engineers of the District.

Director Hogsett acted in his capacity as President, and Director Priest acted in his capacity as Secretary, whereupon proceedings were had and done, as follows:

1.

The first matter to be heard by the Board consisted in the written communication dated June 17, 1953, on the letterhead of Freese and Nichols, consulting engineers of the District, executed on behalf of Freese and Nichols by Mr. Joe B. Mapes, concerning the West 7th Street Bridge Extension across the Trinity River in Fort Worth, Texas, which letter, in substance, notified the board that they had tabulated the bids which were received and opened on June 16th, 1953, for the construction of West 7th Street Bridge over the Trinity River in Fort Worth, Texas, which bridge is a part of

Program B, for flood prevention. The summary of bids received is as follows:

OTTINGER CONSTRUCTION CO.	- Total Bid	\$ 389,027.48
RAMBO CONSTRUCTION CO.	- Total Bid	422,936.17
AUSTIN BRIDGE COMPANY	- Total Bid	441,703.85
F. S. OLDY COMPANY	- Total Bid	464,663.60

After due consideration concerning each and all of the bids, it was the judgment of the Board of Directors, supported by Mr. Marvin C. Nichols of the Engineering Firm of Freese and Nichols, that Ottinger Construction Company offered the lowest bid, the amount of which was \$389,027.48, and the next lowest bid was that of Rambo Construction Company, which bid was for the sum \$422,936.17, and that the contract for the performance of such work and the supply of the requisite materials therefor was awarded conditionally to the Ottinger Construction Company, provided that surety bond be executed, which, among other things, should include the payment of penalties to the District, should the completion of the work be delayed or postponed beyond the ultimate date for the completion of said work, as fixed in the contract.

It was agreed that the essential features of the bond, which were to guarantee the faithful and due performance of the contract between the Ottinger Construction Company and Tarrant County Water Control and Improvement District Number One, should be prepared in a conference between Mr. Marvin C. Nichols, the Engineer for the District, and Mr. Sidney L. Samuels, its General Counsel, and when such bond had been prepared with the covenants, stipulations, provisions and conditions as therein set forth, that communication should be had with

the surety company that has offered to make the bond of Ottinger Construction Company, known as Standard Accident Insurance Company with headquarters in the City of Detroit in the State of Michigan. Further that in the event said surety company should be willing to execute such bond so prepared by Mr. Nichols and Mr. Samuels, then that a final award for the said improvements on said West 7th Street Bridge should be definitely awarded to the said Ottinger Construction Company; and, provided further, that meanwhile and until said arrangements had been made, that all the other bids (three in number) should be held to await the negotiations between the said Surety Company, and should said surety company refuse to make the bond as prescribed by the District, then, that the bids of the other three contractors be taken up and considered and proper award be made to the lowest and best bidder among the three remaining bidders, if same should be satisfactory to the Board.

The motion to adopt such procedure with reference to the matters herein considered was made by Director Hill, and seconded by Director Seymour, all the Directors voting "aye" thereon.

2.

Once again, the matter of the purchase of Lots Nos. 6,7,8,9, 10 and 11, in Block No. 23, Evans-Pearson-Westwood Addition to the City of Fort Worth, Tarrant County, Texas, owned by A. A. Tampke was then taken up, and report was made thereon by Mr. Ben F. Hickey, Land Agent of the District, and Mr. Sidney Samuels, General Counsel, with respect to the issuance of title policy thereon by Rattikin Title Company. It would appear that such title company was willing

to grant a title policy, but were unwilling to guarantee possession of the property, but, in other words, would issue title policy to Tampke, but no other. After some discussion it was agreed that affidavit showing that Mr. Tampke was in possession of the lots and that no other person occupied the same or used the same, since Mr. Tampke purchased the lots at Sheriff's Sale in the year 1947, and that these facts should be laid before the Rattikin Title Company and the Company induced to issue a title policy thereon directly to Tarrant County Water Control and Improvement District Number One. After this discussion, it was moved by Director Priest, seconded by Director Hill, that Mr. Hickey exercise his best judgment and efforts in seeking to get said title policy for the District, but if he should fail in that respect that he should proceed to conclude the transaction on the basis of a title policy to Mr. Tampke, and a General Warranty Deed from Tampke, and wife, and in such event to pay over to Tampke the sum of \$2,500.00, the agreed purchase price of the lots. All the Directors voted "aye" thereon.

3.

After the foregoing matters had been disposed of, Mr. Hickey, Land Agent for the District, presented to the Board one contract with respect to the purchase of lands for flood easement, which contract was that of Lila E. Hager. The land to be purchased being situated in the A. Gauhenant Survey, a part of a $4\frac{1}{10}$ acre tract in the City of Fort Worth, Tarrant County, Texas, the land so to be acquired by the District is estimated to contain .87 of an acre.

Mr. Hickey exhibited a contract in writing signed by the said Lila E. Hager, joined by her husband, Kent C. Hager, witnessed by



John R. Hardy, Jr., and Louis S. Nelson. The purchase price for such land was named in the contract as \$600.00, and the transaction was to be completed in the office of the Fort Worth and Tarrant County Abstract Company, which company is to issue a title policy to the District and deed of conveyance of General Warranty is to be executed by the said Lila E. Hager and husband, Kent C. Hager, duly acknowledged according to law.

On motion of Director Pier, seconded by Director Seymour, Mr. Hickey was granted full authority to complete the transaction, and upon completion of same to deliver voucher-check through the Fort Worth and Tarrant County Abstract Company to the sellers of the lot and to receive the deed of conveyance, together with a title policy.

The motion to authorize Mr. Hickey to carry out this transaction was adopted, all the Directors voting "aye" thereon.

4.

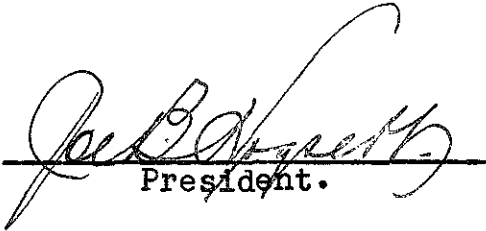
On motion of Director Seymour, seconded by Director Hill, Mr. Ben F. Hickey, Land Agent for the District, was authorized to purchase for the District one new Model NAA Ford Tractor W/11x28" tires, lights, stabilizer and air cleaner, at a price of \$1475.00, and one new Model #80 Wood Cutter, non-pneumatic tires, at a price of \$500.00, for such Wood Cutter, both of which machines were to be purchased from Durbin Tractor Company, Decatur, Texas, and that the payment of the purchase price for the two machines is to be paid out of ad valorem taxes of Tarrant County.

The said two machines to be purchased are to be used in

levee maintenance, which forms a part of Program B Flood Improvements. All the Directors voted "aye" on said motion, and it was accordingly so ordered.

5.

There being no further business before the Board, the meeting thereupon adjourned.



President.



Secretary.