

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 23RD DAY OF JUNE, 1953, AT 1:30 P.M.

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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 Joe B. Mapes 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.

Mr. Mickey Schmid, representing North Texas Advertising Company, appeared before the Board, pursuant to a prior visit on the same subject concerning a contract for the location of signs on properties owned by the District in which the rate of compensation was to be agreed upon by the District in the event a contract between the parties should be executed. The contract which he tendered to the District and on which discussion ensued related to poster panels and painted bulletins. The compensation to be paid the District varied as between illuminated poster panels and non-illuminated poster panels.

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After considerable discussion it was suggested by Mr. Hogsett, President of the Board, that to enable the Board to intelligently consider the matter, it was requisite that a map should be produced before the Board showing points of location on District property where the signs were to be placed. Also it was agreed among the members of the Board that a personal tour should be made of the properties by a representative of the Board so that something like a comprehensive idea of the places and areas involved could be obtained.

Mr. Schmid left with the Board a copy of the proposed contract, after stating that in the event some provision of the contract did not meet with approval, that he would meet the Board's criticism in a spirit of adjustment.

It was then agreed that the matter would be taken up again in the near future, and that Mr. Schmid should prepare a map for the location of the signs, which would be exhibited to the Board and such locations studied and considered.

2.

The Directors had previously received copies of the following minutes of meetings held on: June 16, 1953 at 1:30 P.M.

June 17, 1953, at 1:30 P.M.

Having found no objections thereto, it was ordered that they be approved, signed and placed on record.

3.

Mr. Sidney L. Samuels, Counsel for the Board, made report concerning the matter of the surety company which the Ottinger Construction Company should give to the Board in the event the tentative award heretofore made, should be finally adopted with respect to Seventh Street Bridge Extension. Mr. Samuels further stated that Mr. Ottinger

had called at the law offices of Samuels, Brown, Herman, Scott & Young, and discussed the new provision of the bond with Mr. Samuels. This new provision was one which concerned the penalty or damages for delay on the part of the contractors beyond the final date fixed for completion of the contract. Mr. Ottinger quite agreed that the bond should include the payment of \$250.00 per day to the District for the prolongation in finishing the contract beyond the final date prescribed for its completion by the terms of the contract.

Thereupon, Mr. Samuels prepared a new bond, which specifically included the requirements for the payment of penalty or damage in the event the contract should be delayed beyond the date fixed for its completion.

Subsequently, Mr. Samuels discussed the matter with Mr. Joe B. Mapes, of the Engineering Firm of Freese and Nichols, and Mr. Mapes approved the changes made by Mr. Samuels, and gave it as his opinion that such changes would fully protect the District in the event bond was made and executed with changes as made by Mr. Samuels, and the contract made final with the Ottinger Construction Company.

All of these matters related to the Extension of the West 7th Street Bridge and the work in connection therewith.

Inquiry was made by the President as to when this bond would be ready, and it was explained that the bond as thus altered, would have to be sent to the headquarters of the surety company in Detroit, Michigan. Thereupon, on motion of Director Seymour, seconded by Director Pier, it was agreed that when the bond returned in time for action by the Board, within the forty-five days from the date of the conditional award to the Ottinger Construction Company, and had been

duly signed by the surety company, that, then, either Mr. Hogsett, as President of the Board, should sign the contract on behalf of the District or any other papers connected therewith, or in his absence, that Mr. Hill, as Vice President, should act in his stead, and sign the papers as the presiding officer. The motion having been submitted, all the Directors voted "aye" thereon, and it was accordingly so ordered.

4.

There was brought before the Board the matter of the deed of conveyance from Tarrant County Water Control and Improvement District Number One to Dr. Abe Greines, he having been the highest and best bidder for the purchase of 174.71 acres of land, portions of tracts of land described in a Warranty Deed executed the 10th day of September, 1929, by the Stock Yards National Bank of Fort Worth, Texas, conveying 823 acres of land to Tarrant County Water Control and Improvement District Number One, which deed of conveyance from said Stock Yards National Bank to the District is of record in Book 1105, page 205 of the Deed Records of Tarrant County, Texas.

In the proposal for purchase of the land by the said Dr. Greines he offered the sum of \$53,125.00 in cash, on acceptance of his bid. The Board, at a prior meeting accepted the said bid of the said Dr. Greines, and authorized by due resolution the conveyance of said 174.71 acres as hereinabove pointed out, with the retention of an undivided one-half of the mineral estate lying in place in and under the land so conveyed to the District, and conveying the other undivided one-half to the said Dr. Abe Greines.

On motion of Director Priest, seconded by Director Pier, this transaction was altogether confirmed by the Board, and the action of Mr. Joe B. Hogsett, as President of the Board, in executing said deed of conveyance, and attested by Director Priest, as Secretary thereof, was also ratified and confirmed, and acknowledgment was made of the receipt from Dr. Abe Greines, the Grantee in said deed, of his check #522, dated June 22, 1953, drawn on Union Bank & Trust Company of Fort Worth, payable to the order of Tarrant County Water Control and Improvement District Number One in the amount of \$50,468.75, which, together with cashier's check #1292F of Union Bank & Trust Company of Fort Worth, dated April 28, 1953, (which accompanied his bid) payable to the order of Tarrant County Water Control and Improvement District Number One in the amount of \$2,656.25 representing total consideration paid by Dr. Greines in the purchase of the aforesaid property.

It was ordered by the Board that the two checks of Dr. Greines above mentioned be deposited to the credit of the Interest & Sinking Fund of the District, in the Continental National Bank of Fort Worth, the Depository of the District. Each and every Director voted to confirm the entire transaction, and it was so ordered.

5.

Mr. Ben F. Hickey, Land Agent of the District, presented for the consideration of the Board, three certain contracts for the acquisition of lands for flood purposes, as follows:

1. One dated June 19, 1953, concerning Lot # 15, Block No. 3, of Brookside Annex to the City of Fort Worth, Tarrant County, Texas, and as recorded in the Deed

Records of said County in Vol. 1857, page 58. The seller is Athol Goode and wife, Roxie Ann Goode, and the consideration of the sale is \$750.00 to be paid by the District, and title insurance to be procured through the Rattikin Title Company of Fort Worth, Texas. The contract was signed by Athol Goode and wife, Roxie Ann Goode as sellers, and for the District by Houston Hill; and

2. the second dated June 17, 1953, concerning Lot No. 14, in Block No. 3, in Brookside Annex, an Addition to the City of Fort Worth, Tarrant County, Texas, and all improvements located thereon. The seller is Roy Winsett and wife, Leona Winsett, and the consideration of the sale is \$2600.00 to be paid by the District, and title insurance to be procured through Rattikin Title Company of Fort Worth, Texas, The Contract was signed by Roy Winsett and wife, Leona Winsett, as sellers, and by the District by Houston Hill; and
3. the third contract dated June 17, 1953, concerning any and all interests in lots or portions of lots located in Blocks A-1 and Block "O" of Fields Hillside Addition to the City of Fort Worth, Tarrant County, Texas, as well as an assignment of all interests in lease agreements with North Texas Advertising Company. The seller is J. Chanowsky, and the consideration is \$2,500.00, to be paid by the District, and title insurance to be procured through Rattikin Title Company of Fort Worth, Texas. The contract was signed by J. Chanowsky as seller, and for the District by Houston Hill.

On motion of Director Seymour, seconded by Director Hill, said contracts were ratified with instructions that upon completion of the same by deeds of conveyance duly executed and acknowledged by the vendors and title policy issued in each such case, that voucher-check be drawn to cover each transaction and be delivered to the respective sellers when trade concerning each piece of property is completed. All the Directors present voted "aye" thereon.

6.

President Hogsett reported to the Board that \$250,000.00 United States Treasury Bills (\$150,000.00 owned by the Interest and Sinking Fund, and \$100,000.00 owned by the Maintenance Fund) would

mature during the month of July, 1953, said bills are described in trust receipts SK No. B 5,0047 and SK No. B 50084, issued to this District by the Fort Worth National Bank of Fort Worth, Fort Worth, Texas.

After discussion, Director Priest moved, seconded by Director Pier, that president Hogsett be authorized to make reinvestment of so much of the proceeds of the maturing United States Treasury Bills as may be reinvested in like securities, for the use and benefit of the said funds. Upon a vote being taken, the motion carried, and it was so ordered.

7.

While the Board was in session, the Deputy Sheriff appeared and served each member of the Board with a citation issuing from the County Court at Law in Tarrant County, Texas, in respect to Condemnation Case No. 45,856, in which the Tarrant County Water Control and Improvemant District Number One is Condemnor and Thomas O. Evans et al, are Condemnees. The substance of the citation was to notify the District that \$13,775.00 heretofore awarded to the Condemnees by Commissioners appointed by the County Judge was claimed to be inadequate and that the said Condemnees appealed from said award to the County Court at Law of Tarrant County, Texas. The citation was signed by Chas. T. Rowland, Attorney for Thomas O. Evans, defendant.

The effect of this action is to put the case on appeal to be tried anew in the County Court at Law in Tarrant County, Texas.

8.

Mr. McNair, General Manager of the District, represented to the Board that the wage of the following three persons now employees

of the District should be increased as hereinafter set forth:

The three employees are B. W. Bintliff, Will Massingill and W. H. Hutcheson. The wage increase so recommended was and is as follows:

B.W. Bintliff to be increased from \$250.00 per month to \$300.00 per month;

Will Massingill to be increased from \$200.00 per month to \$250.00 per month;

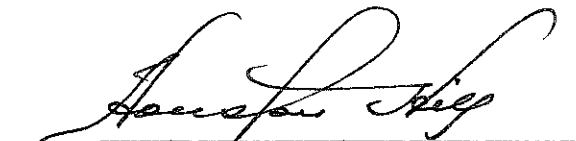
W. H. Hutcheson to be increased from \$200.00 per month to \$225.00 per month,


and that the increase in each such case should become effective July 1, 1953.

On motion of Director Priest, seconded by Director Pier, the recommendation was unanimously adopted, all the Directors present voting "aye" thereon, and it was accordingly so ordered.

9.

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

  
Vice President.

  
Secretary.