

MINUTES OF A REGULAR 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
5TH DAY OF FEBRUARY, 1954, 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 Dis-
trict, 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 pro-
ceedings were had and done as follows:

1.

The Directors had previously received copies of the
minutes of a meeting held January 26, 1954, at 1.30 P.M., having
found no objections thereto, it was ordered that they be approved,
signed and placed on record.

2.

Bids having heretofore been invited from contractors for
the construction of drainage structures for the Crawford Addition
Levee, and thirteen (13) bids having been received at the office of
the District and the time having arrived for the consideration of
same, the said bids were presented to the Board and were publicly

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opened and read aloud by Mr. Marvin C. Nichols in the presence of all of the Directors and in full view and presence of all interested persons in attendance. Thereupon President Hogsett announced that all bids would be referred to Freese and Nichols, Engineers for the District, for analysis, computation and recommendation thereon.

A tabulation was immediately made by Freese and Nichols, Engineers for the District, of the thirteen (13) bids on drainage structures of the Crawford Addition Levee and was later presented to the Directors. The tabulation was certified as correct by Joe B. Mapes, Engineer for the firm of Freese and Nichols, Consulting Engineers for the District. It appearing to the Board of Directors that the Whittle Contracting Company of Dallas, Texas, had submitted a bid of \$34,910.00 and such bid appearing to be the lowest and best bid and the same having been recommended to the Board for acceptance by Mr. Marvin C. Nichols, a member of the firm of Freese and Nichols, Engineers for the District, on motion of Director Hill, seconded by Director Pier, it was unanimously resolved by the Board of Directors that the bid for construction of such drainage structures in the Crawford Addition Levee, be awarded to the Whittle Contracting Company of Dallas, Texas, and it was accordingly so ordered; it is further ordered by the Board that upon the execution of a proper contract by the Whittle Contracting Company of Dallas, Texas, and the making of the proper bond for faithful performance of the contract, both of which are to be approved by the Engineer for the District, Mr. Marvin C. Nichols, and Counsel for the District, Mr. Sidney L. Samuels, such contract should then become final and effective.

President Hogsett, in his capacity as Custodian of Pledges, presented Exhibits No. 4 and No. 5 of the Depositary Bond and Contract for pledge of collateral security, as follows:

(a) Exhibit No. 4, Substitution and Withdrawal of Securities, shows that he had on January 30, 1954 received from the Continental National Bank of Fort Worth, Texas, the depositary of the District, certain U. S. 2-1/2% Treasury Bonds of 1964/69 (fully described in said Exhibit No. 4) having par value of \$500,000.00 in lieu of other bond to secure deposits of Tarrant County Water Control and Improvement District Number One, on said day the Continental National Bank of Fort Worth, the District Depositary, acknowledged receipt from this District certain U. S. 1-3/8% Treasury Notes Series A-1954 (fully described in said Exhibit No. 4) having par value of \$1,100,000.00 which were withdrawn from pledge of securities. President Hogsett stated that the withdrawal of securities and the substitution of securities is in compliance with the Depositary Bond and Contract for pledge of collateral securities, executed by the Continental National Bank of Fort Worth, Fort Worth, Texas, on May 12, 1953, as official depositary of Tarrant County Water Control and Improvement District Number One. He, Mr. Hogsett, further stated that bonds amounting to \$500,000.00 par value had been received by him on January 30, 1954, from the Continental National Bank of Fort Worth, Texas, to be deposited as collateral to secure the bond of said bank as the Depositary of said District, was by him placed in the dual lock or combination control deposit box in the burglar-proof vault of the Fort Worth National Bank, Fort Worth, Texas, on

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said date.

(b) Exhibit No. 5, Deposit of Securities in Pledge, shows that he had on February 4, 1954 received from the Continental National Bank of Fort Worth, Texas, certain U. S. 2-1/2% Treasury Bonds of 1964/69 (fully described in said Exhibit No. 5) having par value of \$300,000.00 which is an additional pledge in lieu of other bond to secure deposits of Tarrant County Water Control and Improvement District Number One. President Hogsett stated that the bonds amounting to \$300,000.00 par value received by him on February 4, 1954, from the Continental National Bank of Fort Worth, Texas, was by him placed in the dual lock or combination control deposit box in the burglar-proof vault of the Fort Worth National Bank, Fort Worth, Texas, on said date.

Thereupon, Director Pier moved, seconded by Director Seymour, that the act of President Hogsett, in his capacity as Custodian of Pledges, be ratified and confirmed, further that one copy each of said Exhibits No. 4 and No. 5 be attached to the minutes of this meeting and be made a part hereof, and that another copy thereof be attached to the depositary bond and contract for pledge of collateral security as provided therein. Upon a vote being taken it was so ordered.

4.

There was presented to the Board for its action a communication from Mr. Marvin C. Nichols, Engineer for the District, dated February 2, 1954 with respect to the paving of Harrold Street intersection growing out of the construction of the West Seventh Street Bridge which had been awarded heretofore to Ottinger Construction

Company. From a subdivision in this communication from Mr. Nichols it appeared that Mr. Ottinger, president of the Ottinger Construction Company, on January 18, 1954 had requested the City of Fort Worth for permission to close all or part of the Harrold Street intersection in such way as to permit him to expeditiously complete the paving in his contract with the District. It also appeared that Ottinger, through his sub-contractor, Texas Bitulithic Company, was ready at that time to proceed with the work but the City of Fort Worth objected to the paving being done at that time. The H. B. Zachry Company, contractor for the City on the 72" Raw Water Conduit is now working on Harrold Street, and that this work is proceeding from the north and is approaching the intersection of Sixth and Harrold Streets, the entrance to the by-pass. It became apparent that the coordination of the work by these contractors was necessary in order that no avoidable delays occur and that traffic in this area be inconvenienced as little as possible. Accordingly, a conference of all the persons involved met in the City Hall Council Chamber on the call of Mr. C. M. Thelin, Director of Public Works of the City of Fort Worth, on January 27, 1954. In accordance with an agreement in which the Ottinger Construction Company shared, it was agreed that the paving should be done not by Ottinger Construction Company as at first contemplated but by the City of Fort Worth and that there be deleted from the Ottinger contract the provision whereby Ottinger Construction Company was to be paid for work and material in the paving of such intersection in the amount of \$5750.65 and that in lieu of paying to Ottinger Construction Company said amount of money, that the same should be paid over to the City of Fort Worth and deducted

from the payments to be made to the Ottinger Construction Company to which Mr. Ottinger as the president of the Ottinger Construction Company agreed. Mr. Nichols further requested that the District approve the agreement reached at such conference on January 27, 1954 and that check be issued by the District to the City of Fort Worth in the amount of \$5750.65 but not to be delivered to the City until the District shall have received satisfactory assurance from the City of Fort Worth that it, the City of Fort Worth, will complete the paving in accordance with the plans and specification heretofore prepared by the District and without any further obligation on the part of the District. On motion duly made and seconded it was unanimously resolved by the Board of Directors, all the Directors voting aye thereon and that the requirements embodied in the letter of February 2, 1954 of Mr. Nichols be adopted; it was accordingly so ordered. It is further ordered that the communication of Mr. Nichols be attached in folio to these minutes and made a part thereof.

5.

Counsel for the District announced to the Board of Directors that the arrangement with the St. Louis-San Francisco and Texas Railway Company (generally known as the "Frisco") for the removal and relocation of its spur track in Crawford Addition had been finally consummated, by the District, as part of Program B, for the protection of adjacent property in that addition from flood waters of the Clear Fork of the Trinity River. Inasmuch, as the spur track of the railroad was on the site of the property on which this levee is to be built, it was necessary that the spur track be removed and relocated elsewhere. This spur track extended, generally speaking,

from the south end of the proposed levee to the Holly Water Plant of the City of Fort Worth. This required an agreement on the part of the City of Fort Worth to close certain streets and to relieve the "Frisco" from liability in changing the route of the spur track and building it elsewhere. The "Frisco" had title to the land on which the levee was to be built. Therefore it was required that the "Frisco" grant an easement to the District to build the levee thereon, and that in compensation thereof, the District would pay to the "Frisco" \$3.50 per linear foot, amounting approximately to 2,000 linear feet, for the taking of its land based on removal of spur track and the relocation thereof on a berm of the new levee. The City of Fort Worth has agreed to grant easements to the District over which the levee would extend and is to supply the District with a copy of the resolution granting such easement. There were presented to the Board exhibits in the nature of maps and plats showing the situation of the proposed levee and the relocation of the spur track, hereinabove mentioned, and it was announced by Mr. Nichols, the Engineer of the District, and also Mr. Hickey, Land Agent of the District, that the District, through its land agent or engineer, would advise the "Frisco" Railway of the day and date on which it should be necessary for the railroad company to remove its spur track and build same elsewhere. It was further stated that the engineering department of the "Frisco" railroad company had agreed to the proceedings hereinabove set out. The Board having examined the exhibits, approved the same in response to request from the Engineering Department of the "Frisco" and also authorized the Secretary, Mr. D. H. Priest, to certify to a copy of the resolu-

tion, which was unanimously approved by the Board, was and is as follows:

"There was presented to the Board of Directors a proposed contract between this District and St. Louis-San Francisco and Texas Railway Company relating to the construction of a levee as a part of Program B in Crawford Addition to the City of Fort Worth, Tarrant County, Texas. After considering the proposed contract, Director Hill moved, Director Pier seconded, and there was unanimously adopted the following resolution:

BE IT RESOLVED, That the proposed agreement between this District and St. Louis-San Francisco and Texas Railway Company relating to the construction of a levee and the relaying of a railroad track in Crawford Addition to the City of Fort Worth be executed by the officers of this District and they are hereby authorized to do, make and perform all acts and to execute all instruments reasonably necessary to effectuate the purposes of the proposed agreement.

The undersigned, Dan H. Priest, Secretary of the Board of Directors of Tarrant County Water Control and Improvement District No. One, does hereby certify that the above and foregoing resolution was duly adopted at a meeting of the Board of Directors of said District at which a quorum was present, said meeting having been held in accordance with the requirements of statute relating to the impaneling of the meeting and that said resolution has not been amended or rescinded and is in full force and effect.

(Signed) Dan H. Priest
Dan H. Priest

Subscribed and sworn to before me by the said Dan H. Priest on this 5th day of February, 1954.

(Signed) Ben Hickey
Notary Public, Tarrant County, Texas"

6.

Directors Pier and Priest, who had been appointed as a committee, for the purpose of determining the most desirable form of reinvestment of the proceeds of the remaining \$400,000.00 United States Treasury Bills maturing during the month of February 1954,

Director Pier made oral report as follows:

They had authorized the Fort Worth National Bank to make purchases or reinvestments for the use and benefit of the several funds of the District as follows:

- (a) Out of the \$200,000.00 proceeds United States Treasury Bills dated November 5, 1953, maturing February 4, 1954, owned by the "Interest and Sinking Fund", the Fort Worth National Bank is to issue its Cashier's Check for \$25,000.00 payable to the order of this District; the said Cashier's Check when received by the District is to be deposited in the Continental National Bank of Fort Worth, the District's depository, to the credit of the "Interest and Sinking Fund"; also to have the Fort Worth National Bank of Fort Worth make reinvestment of as much of the \$175,000.00 balance of proceeds of said maturing \$200,000.00 United States Treasury Bills as can be reinvested in like securities for the use and benefit of said "Interest and Sinking Fund". and to have the Fort Worth National Bank issue its Cashier's Check to the District for any remainder of the \$175,000.00 not reinvested by the Bank for this District.
- (b) They also authorized the Fort Worth National Bank to purchase for this District, for the use and benefit of the "Interest and Sinking Fund", \$25,000.00 par value, 1-3/4% Tarrant County Water Control and Improvement District Number One Improvement Bonds Series 1950, dated December 15, 1950, maturity December 15, 1972/70, @ \$85.35608 per

\$100.00, plus accrued interest from December 15, 1953 to February 8, 1954, the date delivery of bonds are to be made to the Fort Worth National Bank.

\$25,000.00 Bonds @ \$85.35608 \$21,339.02

Accrued interest 12-15-53 to 2-8-54 64.38

Total Amount \$21,403.40 for

which amount the District's voucher-check should be authorized, issued and delivered to the Fort Worth National Bank in payment therefor.

As to the remaining \$200,000.00 United States Treasury Bills maturing during the month of February 1954, described as follows:

- (c) SK No. B 51686 for \$50,000.00 United States Treasury Bills dated November 12, 1953, maturity February 11, 1954, owned by the "Interest and Sinking Fund".
- (d) SK No. B 51687 for \$100,000.00 United States Treasury Bills dated November 12, 1953, maturity February 11, 1954, owned by the "Maintenance Fund".
- (e) SK No. B 51714 for \$50,000.00 United States Treasury Bills dated November 19, 1953, maturity February 18, 1954, owned by the "Maintenance Fund".

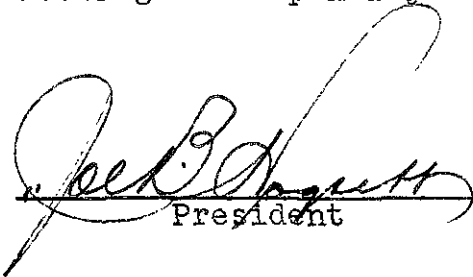
We, as your committee, authorized the Fort Worth National Bank to make reinvestment of as much of the proceeds of the above described \$200,000.00 United States Treasury Bills as can be reinvested in like securities for the use and benefit of the said Funds, and to have the Fort Worth National Bank issue its Cashier's Checks to the District for any remainder

not reinvested by the Bank for this District.

It was the sense of the Directors that the action taken in the foregoing matters, all and singular, be ratified by the Board. It was so orderd.

7.

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



President



Secretary

S. W. FREESE
M. C. NICHOLS
S. G. ENDRESS

FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 DANCIGER BUILDING
TELEPHONE ED-5431
FORT WORTH 2, TEXAS

*To become part of
the minutes of meeting
of Board of Directors
held 2-5-54, at 1:30 P.M.*

February 5, 1954

Board of Directors
Tarrant County Water Control
and Improvement District No. 1
502 Danciger Building
Fort Worth, Texas

Gentlemen:

Re: Bids
Crawford Levee
Drainage Structures

We have analyzed the bids received today on the drainage structures for the Crawford Levee Projects. These bids are tabulated as follows:

Whittle Contracting Co.,	Dallas, Texas	\$34,910.00
West and Shields,	Fort Worth, Texas	36,295.75
Texas Bitulithic Co.,	Dallas, Texas	38,126.40
John F. Buckner & Sons,	Cleburne, Texas	38,527.50
Stimson Corp.,	Dallas, Texas	39,715.10
Lewis and Lewis,	Fort Worth, Texas	40,914.30
King and Gibbons,	Fort Worth, Texas	41,379.76
Russ Mitchell, Inc.	Fort Worth, Texas	41,791.15
J. B. Clardy Construction Co.,	Fort Worth, Texas	42,475.90
Russell Smith,	Dallas, Texas	43,274.00
Freeman and Ansley,	Fort Worth, Texas	43,493.64
Ottinger Construction Co.,	Fort Worth, Texas	46,781.00
W. K. McIllyar Const. Co.,	Dallas, Texas	58,467.00

We recommend that the contract be awarded to Whittle Contracting Co., P. O. Box 5602, Dallas, Texas, at their bid of \$34,910.00, this being the lowest and best bid received. Complete tabulation of bids is attached.

Yours very truly,

FREESE AND NICHOLS
District Engineers
Tarrant County Water Control
and Improvement District No. 1

By *Marvin C. Nichols*
Marvin C. Nichols

MCN:lk

FREESE AND NICHOLS
Consulting Engineers

Bids to be Opened 1:30 P.M.
February 5, 1954

BIDDERS
OTTINGER Const. Co.
P.O. NAME BOX
Ft. Worth, Texas
9295

ITEM No	APPROXIMATE QUANTITY	DESCRIPTION OF ITEM	UNIT	TOTAL
1	1 Lump Sum	Construct a 60" Drainage Structure at Station 8+00 together with all appurtenances, complete		9,700.00
2.	1 Lump Sum	Construct a 54" Drainage Structure at Station 22+50 together with all appurtenances, complete		5,900.00
3.	1 Lump Sum	Remove existing storm sewer manhole, construct new manhole, and install flapgate on downstream end of existing 27" storm sewer, complete		3,350.00
4.	1 Lump Sum	Construct an emergency control structure at Station 26+65 on existing sewer line, complete		2,650.00
5.	5,140 C.Y.	Unclassified channel excavation	0.75	3,855.00
6.	221 Sq. Yds.	5" Concrete rip-rap for channel liner	6.00	1,326.00
7.	For more or less than shown on the plans, if ordered by the Engineer, add or deduct at the following unit prices:			
a.		3000# Concrete, complete in place	45.00	
b.		Reinforcing Steel, complete in place	0.13	
c.		1500# Concrete, Complete in Place	15.00	
d.		60" concrete pipe, ASTM C76 Table II, complete in place, without concrete cradle	45.00	
e.		54" Concrete pipe, ASTM C76 Table II, complete in place without concrete cradle	40.00	
TOTAL BID (Sum of Items 1, 2, 3, 4, 5, and 6)				46,781.00
Completion Time - Consecutive Calendar Days				150

CERTIFIED AS CORRECT:

By Joe B. Mapes
Joe B. Mapes

(12)

Contracting Co.
P.O. Box 5602
Dallas, Texas
5%

W.K. McIllyar Const. Co.
8505 Douglas
Dallas 25, Texas
5%

Russ Mitchell, Inc.
P.O. Box 8068
Houston Texas
Box 74
Ft Worth, Tex
5%

Russell Smith
P.O. Box 6046
Dallas, Texas
5%

West & Shields
3115 S. Adams
Ft. Worth, Texas
5%

King & Gibbins
P.O. Box 7067
Ft. Worth, Texas
5%

TOTAL UNIT		TOTAL UNIT		TOTAL UNIT		TOTAL UNIT		TOTAL UNIT	
\$13,000.00	\$24,970.00	\$16,500.00	\$17,000.00	\$12,900.00	\$16,204.7				
12,000.00	20,350.00	14,500.00	13,300.00	11,230.00	13,813.4				
4,000.00	5,016.00	4,250.00	4,000.00	3,815.00	5,039.0				
1,500.00	2,508.00	2,320.00	2,950.00	2,161.00	1,230.0				
3,084.00	0.75 3,855.00	0.66 3,392.40	1.00 5,140.00	1.00 5,140.00	0.75 3,855.00				
1,326.00	8.00 1,768.00	3.75 828.75	4.00 884.00	4.75 1,049.75	5.60 1,237.4				
60.00	40.00	50.75	60.00	45.00					
0.13	0.13	0.125	0.12	0.12					
17.00	27.00	20.75	20.00	25.00					
21.00	22.00	21.00	18.00	23.75					
16.00	19.00	16.90	15.00	18.75					
34,910.00	58,467.00	41,791.15	43,274.00	36,295.75	41,379.00				
120	150	150	120	120	150				

(1) (13) (8) (10) (2) (7)

rded tract 5, 1954
Alternate Bid using Conflo Equipment. Total: \$34,659.00
Alternate Bid using Confl. Equipment. Total: \$39,742.00

P.O. Box 7024
 Sylvania Station
 Ft. Worth 11, Texas
 5%

Freeman & Ansley
 2201 W. Vickery
 Ft. Worth, Texas
 #2,175.00

Stimson Corp.
 P.O. Box 5302
 Dallas 2, Texas
 5%

Texas Bitulithic Co.
 P.O. Box 10365
 Dallas, Texas
 5%

John F. Buckner & Sons
 P.O. Box 76
 Cleburne, Texas
 5%

Lewis & Lewis
 P.O. Box 11027
 Ft. Worth, Texas

TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$16,500.00		\$19,328.70		\$16,430.00		\$15,500.00		\$15,000.00		\$13,125.00
14,000.00		15,473.04		12,430.00		13,700.00		11,800.00		11,090.00
4,950.00		1,895.00		4,365.00		3,700.00		3,600.00		3,100.00
2,950.00		3,301.90		3,785.00		1,500.00		2,800.00		2,179.00
2,749.90	0.25	1,285.00	0.35	1,799.00	0.51	2,621.40	0.80	4,112.00	1.65	8,481.00
1,326.00	10.00	2,210.00	4.10	906.10	5.00	1,105.00	5.50	1,215.50	13.30	2,939.30
	50.00		80.00		58.00		25.00		45.00	
	0.089		0.13		0.12		0.10		0.12	
	20.00		20.00		14.00		17.50		20.00	
900.04		16,208.70	26.00		17.60		16.00		25.00	
917.01		12,473.04	21.00		14.10		12.50		22.00	
42,475.90		43,493.64		39,715.10		38,126.40		38,527.50		40,914.30
20	No Time Given		90		120		150 C.D. After Receipt of Mater.		120	

(9) (11) (5) (3) 4 (6)

Alternate Bid using Conflo Equipment.

Alternate Bid using Conflo Equipment.

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2-5-54
SUBSTITUTION AND WITHDRAWAL OF SECURITIES

EXHIBIT NO. 4

To become part of the minutes of meeting held 2-5-54 at 1:30 P.M.

To be attached to and made a part of the "Depository Bond and Contract for pledge of Collateral Security," of Continental National Bank of Fort Worth, Fort Worth, Texas, dated May 12, 1953, to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

On this the 30th day of January, 1954, The Continental National Bank of Fort Worth, Fort Worth, Texas, hereby acknowledges receipt of withdrawal of Securities heretofore pledged to secure TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE: said Securities are described in EXHIBIT NO. 1, 2 and 3, attached to the Depository Bond and Contract for pledge of Collateral Security, and the same are described as follows:

United States 1-3/8% Treasury Notes Series
A-1954 dated December 15, 1949, due March
15, 1954, with March 15, 1954 and S. C. A.

Treasury Notes #8540, 8541, 8542, 8543		
4 Treasury Notes @ \$100,000.00 each -----		\$ 400,000.00
No.'s 8531, 8532, 8533, 8534, 8535, 8536 and 8537 @ \$100,000.00 each ---		700,000.00
	Total	<u>\$ 1,100,000.00</u>

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT ONE, AS of this date, does acknowledge receipt from Continental National Bank of Fort Worth, Fort Worth, Texas, to be deposited as Collateral to secure the bond of said bank as the depository of this district, securities specifically described, as follows:

United States 2-1/2% Treasury Bonds of 1964/69
dated April 15, 1943, due June 15, 1969 with
June 15, 1954 and S. C. A.

No's 30209 to 30213 inc. at \$100,000.00 each ----- \$ 500,000.00

The withdrawal of Securities and the Substitution of Securities as hereinabove related is in compliance with the terms of the Depository Bond and Contract for pledge of Collateral Security, executed by the Continental National Bank of Fort Worth, Fort Worth, Texas, on May 12, 1953, as official Depository of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

This Reciprocal Receipt is to be attached to the Depository Bond and Contract for pledge of Collateral Security executed on the 12th day of May, 1953.

WITNESS OUR hands on this 30th day of January, 1954.

CONTINENTAL NATIONAL BANK
OF FORT WORTH
FORT WORTH, TEXAS

ATTEST:

P. S. Stalworth
Cashier

By *B. A. ...*
Vice-President

TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NUMBER
ONE

By *Joe B. ...*
Custodian of Pledges

Ex 3
2-5-54

To be attached to and made a part of the "Depository Bond and Contract for pledge of Collateral Security", of Continental National Bank of Fort Worth, Fort Worth, Texas, dated May 12, 1953, to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

DEPOSITS OF SECURITIES IN PLEDGE

EXHIBIT NO. 5

The following is a descriptive list of securities delivered by the CONTINENTAL NATIONAL BANK OF FORT WORTH, Fort Worth, Texas as pledge in lieu of other bond to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, on this the 4th day of February, 1954.

U. S. 2-1/2% Treasury Bonds of 1964/69
dated April 15, 1943, due June 15, 1969,
with June 15, 1954 and S. C. A.

No's 60140-49, inc. at \$10,000.00 each.....	\$	100,000.00
No's 30216, 30208 at \$100,000.00 each.....		200,000.00
Total --	\$	<u>300,000.00</u>

the foregoing securities, aggregating \$300,000.00 are pledged under the Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, Fort Worth, Texas, as District Depository of funds of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

THIS RECIPROCAL RECEIPT is to be attached to the Depository Bond and Contract for pledge of Collateral Security executed on the 12th day of May 1953.

WITNESS OUR hands on this 4th day of February, 1954.

CONTINENTAL NATIONAL BANK OF FORT WORTH
FORT WORTH, TEXAS

ATTEST:

[Signature]
Cashier

BY: [Signature]
Vice-President

The Securities above described have been delivered into the possession of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, and have been approved as good and sufficient under the law.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BY: [Signature]
Custodian of Securities.

S. W. FREESE
M. C. NICHOLS
G. G. ENDRESS

FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 DANCIGER BUILDING
TELEPHONE ED-5431
FORT WORTH 2, TEXAS

February 2, 1954

*To become part of the
minutes of meeting held
2-5-54, at 1:30 P.M.*

Board of Directors
Tarrant County Water Control
and Improvement District No. 1
502 Danciger Building
Fort Worth, Texas

Gentlemen:

Re: Paving Harrold Street Intersection
Ottinger Construction Co. Contract
West Seventh Street Bridge

The contract between the Ottinger Construction Company and the District provides for the paving by Ottinger of the Harrold Street Intersection with the exception of a 12 foot strip running north and south. This 12 foot strip was left out of the Ottinger Contract to leave space for the 72 inch raw water conduit now under contract to H. B. Zachry by the City of Fort Worth.

Ottinger requested of the City of Fort Worth on January 18, 1954 permission to close all or part of the Harrold Street Intersection in such a way as to permit him to expeditiously complete the paving in his contract with the District. Ottinger through his sub-contractor, Texas Bitulithic Company, was ready at that time to proceed with the work. The City objects to the paving being done at this time.

H. B. Zachry Company, contractor for the City on the 72" raw water conduit, is now working on Harrold Street. This work is proceeding from the north and is approaching the intersection of 6th and Harrold, the entrance to the By-Pass.

It is apparent that coordination of the work of these contractors was necessary in order that no avoidable delays occur and that traffic in this area be inconvenienced as little as possible. Accordingly, a conference of all the parties involved was held in the City Hall Council Chamber on call of C. M/ Thelin, Director Public Works, Fort Worth, on January 27, 1954. Those attending this conference were:

Downey	-	H. B. Zachry
Fisher	-	City Water Department
Reynolds	-	Texas Bitulithic Company
Lacy	-	City Water Department
Thelin	-	Public Works Director
Mapes	-	Freese and Nichols

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Ottinger - Ottinger Construction Company
 Stephens - City Water Department
 Miller - City Traffic Engineer
 Collins - City Water Department

The agreement reached at this conference is set forth in "Department Memorandum" by C. M/ Thelin, dated January 28, 1954, copy of which is attached.

By letter dated January 28, 1954 we were advised by Texas Bitulithic Company of their acceptance of the agreement reached January 27, 1954. Copy of this letter is attached.

As Ottinger was present at the conference it can be assumed the agreement is satisfactory to his Company.

Mr. Mapes of our staff attended the conference. Copy of his Memorandum of the meeting is attached.

In accordance with agreement the estimated quantities and amounts to be deleted from Ottinger Contract are as follows:

17 cubic yards Gravel Base Material @ \$5.00 c.y.	\$ 85.00
985.3 square yards Reinforced Concrete Base @ \$4.50 s.y.	4,433.99
985.3 square yards 1 1/2" Hot Mix Asphalt Top @ \$1.25 s.y.	<u>1,231.66</u>
Total	\$5,750.65

We are advised by Mr. Thelin that construction of the raw water conduit and the paving of Harrold Street intersection will be carried on in such a way as to maintain two lanes of traffic each way over either the West Seventh Street Bridge when available or over the By-Pass until the new bridge is available in whole or in part.

It is to be noted that Ottinger would readily finish paving Harrold intersection prior to completion of the bridge itself if we had been in position to furnish the right of way.

It is recommended that the District approve the agreement reached at the conference on January 27, 1954. It is to be understood that check to be issued by the District to the City in the amount of \$5,750.65 will not be delivered until we have satisfactory assurances from the City that they will complete the paving in accordance with the plans and specifications heretofore prepared by us and without any further obligation on the part of the District.

Respectfully submitted,
 FREESE AND NICHOLS
 District Engineers
 Tarrant County Water Control
 and Improvement District No. 1

By *Marvin C. Nichols*
 Marvin C. Nichols

DEPARTMENT MEMORANDUM

January 28, 1954

Re: New West 7th Street Bridge Approach
at Harrold Street Intersection.

A meeting was held in the Council Room at 2 PM Wednesday, January ²⁷29, 1954, for the purpose of co-ordinating the construction of the New West 7th Street Bridge Approach at Harrold Street Intersection with the construction of the new conduit by the Water Department across West 7th Street so as to maintain traffic from West 7th Street on Harrold Street to 6th Street and the "by-pass".

The following were present:

Mr. E. C. Ottinger	Ottinger Construction Co.
Mr. Uel Stephens	Water Department
Mr. W. H. Miller	City
Mr. O. A. Collins	Water Department
Mr. Robert L. Fisher	Water Department
Mr. J. A. Downey	H. B. Zachry Co.
Mr. C. E. Reynolds	Texas Bitulithic Co.
Mr. R. R. Lacy	Water Department
Mr. Joe B. Mapes	Freese & Nichols
Mr. C. M. Thelin	Public Works Department

After a lengthy detailed discussion of various methods of co-ordinating the work the following procedure was agreed upon, subject to final approval by Tarrant County Water Control and Improvement District No. 1, Texas Bitulithic Company who has the sub-contract for paving the New West 7th Street Bridge Approach, and the City Manager and City Council:

1. Deletion of the permanent paving across the Harrold Street Intersection from the Ottinger contract
2. Payment of the funds deleted from the Ottinger contract to the Water Department by the Water District.

3. Add this paving to the H. B. Zachry contract for construction of the conduit by the Water Department by change order at the unit prices in the Ottinger contract.
4. Asphaltting of any temporary gravel approach to be done by the City Street Department.
5. Permanent paving to be completed after conduit is installed, and in such a manner as to maintain traffic on Harrold Street from 7th Street to 6th Street.

Yours very truly,

/s/ C. M. Thelin

C. M. THELIN
PUBLIC WORKS DIRECTOR

CMT:hls

cc - Mr. Uel Stephens, Director of Water Department

cc - Freese and Nichols
407-410 Danciger Bldg.
Fort Worth, Texas
ATTN: Mr. Joe B. Mapes

TEXAS BITULITHIC COMPANY
P. O. Box 1807
Fort Worth, Texas

C
O
P
Y

January 28, 1954

Freese and Nichols
407 Danciger Bldg.
Fort Worth, Texas

Attention: Mr. Mapes

Dear Sir:

With reference to the conference which was held on January 27, 1954, this company agrees to complete the paving in the intersection of West Seventh and Harold Streets. It is agreed that this paving will not be completed until the water main, which is being installed by H. B. Zachary and Co., has been completed across West Seventh Street. It is also agreed that this work will be done with as little interruption to traffic as possible, however, we anticipate completing one half of intersection at a time.

The above mentioned work will be performed in accordance with plans and specifications prepared by Freese and Nichols at the unit price bid by Ottinger Construction Co. which are as follows:

- 5" Compacted Gravel Base - Five Dollars and No Cents (\$5.00) per C.Y.
- 6" Reinforced Concrete Base - Four Dollars and Fifty Cents (\$4.50) per S.Y.
- 1 $\frac{1}{2}$ " Hot Mix Asphaltic Concrete Surface - One Dollar and Twenty Five Cents (\$1.25) per S.Y.

We hope this meets with your approval.

Yours very truly,

TEXAS BITULITHIC COMPANY

/s/ J. T. Smith

J. T. Smith
Branch Manager

cc: C. M. Thelin
Uel Stephens
H. B. Zachary and Co.
Ottinger Construction Co.

January 27, 1954

Conference in City Hall Council Chamber in regard to paving the intersection of Harold and 7th Streets and handling traffic during the installation of the 72" water line.

Those attending:

Downey	-	H. B. Zachry
Fisher	-	City Water Department
Reynolds	-	Texas Bitulithic Company
Lacy	-	City Water Department
Thelin	-	Public Works Director
Mapes	-	Freese and Nichols
Ottinger	-	Ottinger Construction Company
Stephens	-	City Water Department
Miller	-	City Traffic Engineer
Collins	-	City Water Department

No. 1 - The problem of paving the intersection of Harold and West 7th Streets, while maintaining traffic through the intersection was discussed. It was brought out that the intersection is to be paved as a part of the Ottinger Contract with the Water District leaving a 12' wide strip through the intersection where the 72" water line would come through at a later date. It was also brought out that Ottinger is obligated as a part of his Contract to maintain traffic through the intersection while it is being paved. Miller, City Traffic Engineer, stated that in his opinion no satisfactory arrangement could be made for handling traffic through the intersection while being paved. He further stated that two lanes of traffic would need to be maintained whereas our plan called for maintaining only one lane of traffic.

No. 2 - Mapes brought out that Ottinger desired to either pave the intersection now or have this part of the paving deleted from his Contract. Since Zachry, the water line contractor, would have a certain amount of paving to replace under his Contract, it was suggested that the paving of the intersection be deleted from Ottinger's Contract and that Ottinger would credit the Water District with an amount of money as determined by the unit prices bid on this paving. This amount of money, if agreeable with the Board of Directors of the Water District, would be made available to the City of Fort Worth Water Department. The Water Department in turn would assume the obligation to pave the entire intersection and have this work done as extra work to the Zachry Contract. By this method Ottinger would stop his paving at the east side of the intersection and the City Water Department would then be responsible for paving the intersection after the 72" water line has been installed and tested.

No. 3 - Mr. Downey with Zachry, and Mr. Ottinger of Ottinger Construction Company both stated that this arrangement would be satisfactory to them. Mr. Reynolds with Texas Bitulithic, who is the sub-contractor for paving, stated that the arrangement would be satisfactory to his Company for doing the paving under the direction of the Water Department. He further stated that their price to Ottinger did not include taking up the old brick pavement but that he would be agreeable to do the work provided it could be done at Ottinger's bid price without loss of money to his Company.

No. 4 - Mapes stated that the Water District had contributed a substantial amount toward handling of traffic in this area and would not be willing to assume any further expense toward maintenance of traffic flow beyond present commitments.

cc: C. B. Collman
cc: Harold Johnson

(5) Mapes

MINUTES OF A REGULAR 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
5TH DAY OF FEBRUARY, 1954, 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 Dis-
trict, 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 pro-
ceedings were had and done as follows:

1.

The Directors had previously received copies of the
minutes of a meeting held January 26, 1954, at 1:30 P.M., having
found no objections thereto, it was ordered that they be approved,
signed and placed on record.

XXXXXXXXXXXXXX

EXERPT NO. 4

There was presented to the Board for its action a communi-
cation from Mr. Marvin C. Nichols, Engineer for the District, dated
February 2, 1954 with respect to the paving of Harrold Street inter-

section growing out of the construction of the West Seventh Street Bridge which had been awarded heretofore to Ottinger Construction Company. From a subdivision in this communication from Mr. Nichols it appeared that Mr. Ottinger, president of the Ottinger Construction Company, on January 18, 1954 had requested the City of Fort Worth for permission to close all or part of the Harrold Street intersection in such way as to permit him to expeditiously complete the paving in his contract with the District. It also appeared that Ottinger, through his sub-contractor, Texas Bitulithic Company, was ready at that time to proceed with the work but the City of Fort Worth objected to the paving being done at that time. The H. B. Zachry Company, contractor for the City on the 72" Raw Water Conduit is now working on Harrold Street, and that this work is proceeding from the north and is approaching the intersection of Sixth and Harrold Streets, the entrance to the by-pass. It became apparent that the coordination of the work by these contractors was necessary in order that no avoidable delays occur and that traffic in this area be inconvenienced as little as possible. Accordingly, a conference of all the persons involved met in the City Hall Council Chamber on the call of Mr. C. M. Thelin, Director of Public Works of the City of Fort Worth, on January 27, 1954. In accordance with an agreement in which the Ottinger Construction Company shared, it was agreed that the paving should be done not by Ottinger Construction Company as at first contemplated but by the City of Fort Worth and that there be deleted from the Ottinger contract the provision whereby Ottinger Construction Company was to be paid for work and

material in the paving of such intersection in the amount of \$5750.65 and that in lieu of paying to Ottinger Construction Company said amount of money, that the same should be paid over to the City of Fort Worth and deducted from the payments to be made to the Ottinger Construction Company to which Mr. Ottinger as the president of the Ottinger Construction Company agreed. Mr. Nichols further requested that the District approve the agreement reached at such conference on January 27, 1954 and that check be issued by the District to the City of Fort Worth in the amount of \$5750.65 but not to be delivered to the City until the District shall have received satisfactory assurance from the City of Fort Worth that it, the City of Fort Worth, will complete the paving in accordance with the plans and specifications heretofore prepared by the District and without any further obligation on the part of the District. On motion duly made and seconded it was unanimously resolved by the Board of Directors, all the Directors voting aye thereon and that the requirements embodied in the letter of February 2, 1954 of Mr. Nichols be adopted; it was accordingly so ordered. It is further ordered that the communication of Mr. Nichols be attached in folio to these minutes and made a part thereof.

*To become part of minutes of meeting
held 2-5-54, at 1:30 P.M.*

MINUTES OF A REGULAR 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
5TH DAY OF FEBRUARY, 1954, 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 Dis-
trict, 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 pro-
ceedings were had and done as follows:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

E X C E R P T

5.

Counsel for the District announced to the Board of Direc-
tors that the arrangement with the St. Louis-San Francisco and Texas
Railway Company (generally known as the "Frisco") for the removal
and relocation of its spur track in Crawford Addition had been finally
consumated, by the District, as part of Program B, for the protection
of adjacent property in that addition from flood waters of the Clear
Fork of the Trinity River. Inasmuch, as the spur track of the rail-
road was on the site of the property on which this levee is to be
built, it was necessary that the spur track be removed and relocat-
ed elsewhere. This spur track extended, generally speaking, from
the south end of the proposed levee to the Holly Water Plant of the
City of Fort Worth. This required an agreement on the part of the
City of Fort Worth to close certain streets and to relieve the "Frisco"
from liability in changing the route of the spur track and building it
elsewhere. The "Frisco" had title to the land on which the levee was
to be built. Therefore it was required that the "Frisco" grant an

easement to the District to build the levee thereon, and that in compensation thereof, the District would pay to the "Frisco" \$3.50 per linear foot, amounting approximately to 2,000 linear feet, for the taking of its land based on removal of spur track and the relocation thereof on a berm of the new levee. The City of Fort Worth has agreed to grant easements to the District over which the levee would extend and is to supply the District with a copy of the resolution granting such easement. There were presented to the Board exhibits in the nature of maps and plats showing the situation of the proposed levee and the relocation of the spur track, hereinabove mentioned, and it was announced by Mr. Nichols, the Engineer of the District, and also Mr. Hickey, Land Agent of the District, that the District, through its land agent or engineer, would advise the "Frisco" Railway of the day and date on which it should be necessary for the railroad company to remove its spur track and build same elsewhere. It was further stated that the engineering department of the "Frisco" railroad company had agreed to the proceedings hereinabove set out. The Board having examined the exhibits, approved the same in response to request from the Engineering Department of the "Frisco" and also authorized the Secretary, Mr. H. D. Priest, to certify to a copy of the resolution, which was unanimously approved by the Board, was and is as follows:

"There was presented to the Boards of Directors a proposed contract between this District and St. Louis-San Francisco and Texas Railway Company relating to the construction of a levee as a part of Program B in Crawford Addition to the City of Fort Worth, Tarrant County, Texas. After considering the proposed contract, Director Hill moved, Director Pier seconded, and there was unanimously adopted the following resolution:

BE IT RESOLVED, That the proposed agreement between this District and St. Louis-San Francisco and Texas Railway Company relating to the construction of a levee and the relaying of a railroad track in Crawford Addition to the City of Fort Worth be executed by the officers of this District and they are hereby authorized to do, make and perform all acts and to execute all instruments reasonably necessary to effectuate the purposes of the proposed agreement.

The undersigned, Dan H. Priest, Secretary of the Board of Directors of Tarrant County Water Control and Improvement District No. One, does hereby certify that the above and foregoing resolution was duly adopted at a meeting of the Board of Directors of said District held in accordance with the requirements of statute relating to the impaneling of the meeting and that said resolution has not been amended or rescinded and is in full force and effect.

(Signed) Dan H. Priest
Dan H. Priest

Subscribed and sworn to before me by the said
Dan H. Priest on this 5th day of February, 1954.

(Signed) Ben H. Hickey
Notary Public, Tarrant County, Texas."

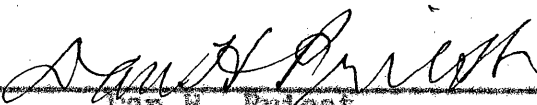
Ex 5
2-5-54

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The undersigned, Dan H. Priest, Secretary of the Board of Directors of Tarrant County Water Control and Improvement District No. One, does hereby certify that the above and foregoing resolution was duly adopted at a meeting of the Board of Directors of said District at which a quorum was present, said meeting having been held in accordance with the requirements of statute relating to the impaneling of the meeting and that said resolution has not been amended or rescinded and is in full force and effect.



Dan H. Priest

Subscribed and sworn to before me by the said Dan H. Priest on this 5th day of February, 1954.



Notary Public, Tarrant County, Texas

BEN E. HICKEY, Notary Public
in and for Tarrant County, Texas.