

MATTERS TO COME BEFORE THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE AT FORT WORTH, TEXAS, ON
THE 13TH DAY OF SEPTEMBER, 1957 AT 10:30 A.M.

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

<u>PRESENT</u>	<u>ABSENT</u>
Joe B. Hogsett	Lacy Boggess
Houston Hill	A. T. Seymour, Jr.
W. L. Pier	

Also present were Messrs. William Brown, Attorney for the District
and Ben Hickey, General Manager of the District.

Director Hogsett acted in his capacity as President, and
in the absence of Director Boggess, Director Pier acted in his
capacity as Secretary, whereupon proceedings were had and done as
follows:

1.

On motion duly made and seconded, the minutes of the
meeting held September 6, 1957 were read and approved by the
Directors and it was accordingly ordered that such minutes be
placed of record.

2.

On motion of Director Pier, seconded by Director Hill,
voucher-checks #10549 to #10640, inclusive, were approved and ordered
paid, having theretofore received the approval and verification of

Mr. J. M. Williams, County Auditor, who by virtue of the Statutes is the Auditor of this District as well. All the Directors present voted aye thereon.

3.

President Hogsett called to the attention of the Directors that the contract held by the District with Mr. Ernest Loyd for the construction of a dam on Cement Creek and one on Marine Creek as a part of the Program B Flood Control Program, would on September 17, 1957, have completed the allotted 275 working days as set out in the contract; and that the dam on Cement Creek was completed, with the exception of the sodding requirements which would be completed in the Spring of 1958, and that the dam on Marine Creek was only 77.9% completed as of September 1, 1957, and in view of the probably fall rains and flood threats therefrom, it was his opinion that steps be taken to expedite the work on Marine Creek Dam. After a general discussion it was the unanimous decision of the Directors that Mr. Loyd be notified by letter, with a copy of same to be mailed to the Trinity Universal Insurance Company, that as of September 17, 1957, the contract would then be subject to Item 11 of the Contract documents for Marine and Cement Creek dams, which states that for each day of delay of substantial completion beyond the number of days herein agreed upon for completion of the work, the owner may withhold permanently from the contractors total com-

pensation the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, and that it is the desires of the Directors of the District, that a more vigorous work program be instituted towards the very earliest possible completion date.

4.

There was presented to the Directors, signed bids from the six (6) Ford and/or Chevrolet dealers located within the District, submitted for the purchase by the District of one (1) 1/2-ton, 6 cylinder standard pick-up needed in the operations of the District. The tabulation of the bids revealed the low bidder to be the Dumas Milner Chevrolet Company's offer of \$1,361.00, and upon the motion of Director Pier, seconded by Director Hill, that the low bid of Dumas Milner Chevrolet Company be accepted, and that a voucher be issued in the amount of \$1,361.00 for payment. All Directors voting aye thereon, and it was so ordered.

5.

President Hogsett exhibited to the Directors, two (2) contracts for the sale of raw water for irrigation use, prepared by the Attorneys of the District, explaining that in the contract between the District and EDGAR W. COWLING of Bridgeport, Texas, in which an estimate of TWO HUNDRED AND FIFTY (250) acre-feet of water per year would be used, this amount being based on the amount allocated by the State Board of Water Engineers of two (2) acre feet per

acre of land to be irrigated per year. President Hogsett further explained that as outlined in the contract to EDGAR W. COWLING, his right to purchase raw water would be inferior and subject to the prior rights of the City of Fort Worth and all other municipalities and contract purchasers of water having priority from Tarrant County Water Control and Improvement District Number One, and in order to preserve those rights and superior uses to enable the District to discharge its responsibility incumbent upon it, the District would have the right at its sole discretion to cancel the contract upon written notice to grantee, without liability or cost accruing to the District by reason of such cancellation. President Hogsett stated that the other contract for the sale of raw water was between the District and GEORGE PENTIKIS for ONE HUNDRED AND THIRTY (130) acre feet per year, to be diverted from a point in the Trinity River approximately two (2) miles downstream from the Riverside Drive Bridge crossing the Trinity River; for irrigation purposes only, and that the basic terms and conditions were the same as outlined in the EDGAR W. COWLING contract. After a close study of the contracts, Director Hill, seconded by Director Pier, made the motion that the contracts for the sale of raw water between this District and Edgar W. Cowling and George Pentikis be approved, with all Directors present voting aye thereon.

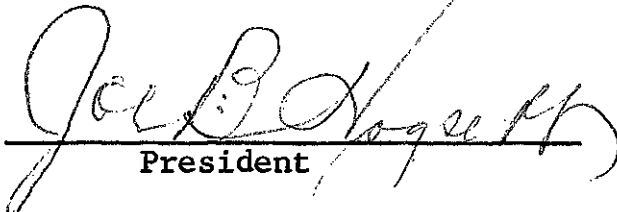
6.

President Hogsett presented an easement agreement between


the District and Cities Service Oil Company, wherein the Cities Service Oil Company requested an easement for 0.043 of an acre out of the L. P. Adamson Survey, Jack County, Texas for the construction of a compressor station in conjunction with the oil and gas lease now held with the District over the same tract. Director Hill stated that he had examined the easement agreement and found both the contractual agreements and the amount offered by Cities Service, being that of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS for the ten (10) year period to be in order and that the attorneys for the District had approved the agreement as to form, and that he, Director Hill, would make a motion the easement be granted, whereon Director Pier seconded the motion, with all Directors present voting aye thereon.

7.

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



President



Acting - Secretary