

MINUTES OF A MEETING OF 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 28TH DAY OF NOVEMBER, 1958 AT 10:30 A.M.

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

PRESENT

Joe B. Hogsett
Houston Hill
Lacy Boggess
W. L. Pier
A. T. Seymour, Jr.

Also present were Messrs. John Scott General Counsel for the Dis-
trict and Ben Hickey General Manager of the District.

Director Hogsett acted in his capacity as President, and
Director Boggess acted in his capacity as Secretary, whereupon pro-
ceedings were had and done as follows:

1.

On motion duly made and seconded, the minutes of the
meeting held on November 20, 1958 were read and approved by the
Directors and it was accordingly ordered that such minutes be placed
of record.

2.

On motion of Director Hill, seconded by Director Boggess,
voucher-checks #12732 to #13792 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.

There was presented to the Directors, a letter from Freese and Nichols Districts Engineers dated November 12, 1958, a copy of which is attached and made a part of these minutes, and stated that regarding the settlement of the Glade Construction Company Contract for core trench work performed at the Eagle Mountain Reservoir Dam, an itemized estimate of payment for work performed was attached to said letter and that it was the recommendation of the Engineers for the District, Freese and Nichols, that the amount of \$22,262.45 be paid to Glade Construction Company as full and complete payment and settlement in the termination of the contract executed by the District and Glade Construction Company on June 26, 1958. Following the reading of the letter from the Engineers for the District, a review of the items listed for payment and the invoices attached, and following the recommendations of management for the District that all items as listed were used on the job and that Glade Construction Company be paid the amount as recommended by the Engineers for the District and upon the advice of the Attorneys for the District that the termination procedure, along with proper release forms to be executed by Glade Construction Company, was as outlined

in the executed Contract of June 26, 1958; whereon a motion made by Director Hill, seconded by Director Pier and duly passed, that the Contract as executed on June 26, 1958 by this District and the Glade Construction Company for a core trench at the Eagle Mountain Dam be terminated by the payment to the Glade Construction Company of \$22,262.45 upon the execution of the proper release forms prepared by the attorneys for the District.

4.

President Hogsett presented to the Directors the monthly Financial Report of October, 1958, from the Auditor of the District, regarding receipts and disbursements, which was ordered accepted and placed on file in District Records.

5.

There was presented to the Directors for consideration, a request from Freese and Nichols District Engineers, a statement in the amount of \$6,443.72 to cover, by their statement, excessive expense of supervision which they incurred during the construction period of the Marine Creek Reservoir, a part of Program B-Fort Worth Flood Control Program. A general discussion followed the presentation of the request, reviewing the time required for construction and the manner in which the construction schedule was executed; also among the features discussed was the contract between the District and Freese and Nichols, executed on January 26, 1954 covering

the Marine Creek project, which included among other considerations: "shall render all engineering services necessary in the development and construction of the Project" and in addition: "be responsible for the general administration of the Project; supervise the work and furnish complete inspection services in the construction thereof, including the furnishing of the services, as required, of competent inspection personnel, who shall give proper, complete and adequate supervision of construction" plus "issue certificate of payment and keep accounts as may be necessary to the prosecution of the work to completion;" and also discussed was the fee to be paid the Engineers as outlined in the Contract: "The owner agrees to pay the Engineers for such services as fee of six (6%) percent of the total cost of the work, which shall constitute complete compensation for his service." It was the opinion of the Board, that while the Marine Creek construction project did extend beyond the contractors allotted time for construction and did cause additional expense to Freese and Nichols for engineering supervision, that by the terms of the contract agreement between the District and Freese and Nichols, dated January 26, 1954, a portion of which is quoted above, left the District in the position of having to carry out the terms of the contract agreement, unless otherwise proven.

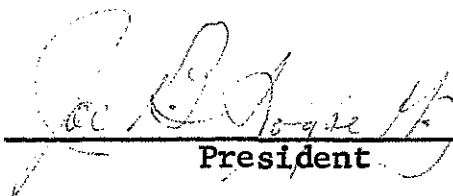
6.

There being no further business before the Board of Di-

rectors, the meeting adjourned.



Secretary



President