MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE HELD ON THE 23RD. DAY OF MARCH, 1961 AT 10:00 A. M.

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 Wayne E. Newton

Also present were Messrs. John M. Scott General Counsel for the District 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 proceedings were had and done as follows:

1.

On motion duly made and seconded, the minutes of the meetings held March 9, 1961 and March 15, 1961 were read and approved by the Directors and it was accordingly ordered that such minutes be placed in the permanent files of the District.

2.

The General Manager of the District stated to the Board that he had been advised by an official of Tarrant County that the County contemplated condemning and acquiring six (6) acres of land

out of the J. B. Albright Survey, said land being now owned by the District, which the County intended to use as a garage and head-quarters for certain road operations conducted by the County in Precinct Number 4.

The General Manager stated further that he had been advised by an official of the County that the County contemplated condemning and acquiring by eminent domain a right-of-way sufficient for an eighty (80) foot wide Farm to Market type road along the north edge of the same tract of land wherein the six (6) acres is located.

The General Manager stated that the property owned by the District in the Albright survey had been appraised by appraisers selected by the District. Such appraisers found that the remainder of the land owned by the District in the Albright Survey, if the six (6) acres is taken by the County, and if the road is constructed across the Albright Survey, will be more valuable than the Albright Survey land owned by the District in its present state. The General Manager stated that in his opinion the Farm to Market Road would enhance the value of the remainder of the land owned by the District, even if such six (6) acres were condemned by the County, to the point that the remainder of the land as so enhanced would be more valuable than the whole of the land owned by the District in its present state.

The General Manager further stated that representatives of the County would be in negotiation with him concerning the damages

or enhance the value to District land resulting from the acquisition by the County of the Roadway Easement and of the six (6) acres.

It was the consensus of the Directors of the District, after examining the facts and inquiring concerning the details of the report of the General Manager, that the General Manager should enter into negotiations with the County to see whether or not some agreed basis between the County and District could be established so that condemnation of the land of the District both of the six (6) acres and of the Right-of-Way Easement could be avoided, and upon unanimous agreement the General Manager was so directed.

3.

President Hogsett presented a proposed contract to be used in the awarding of certain concession rights at the Marine Creek Reservoir, and following a detailed explanation by Counsel, it was the unanimous opinion of the Directors and their order that proper notice be given, by advertising in newspapers having general circulation in the District, of the Districts intent to negotiate the contract for concession rights at Marine Creek.

4.

Mr. Hickey presented a report from Freese, Nichols & Endress Engineers for the District, also an invoice in the amount of \$3,382.59 payable to Better Welding Company, covering the grouting work just completed under the conduit tunnels at the Eagle Mountain Dam. De-

tailed explanation was given in the report and also by Mr. Hickey, which in substance was that large seepage strata underneath the tunnels had now been stopped by the grouting or pressure method of pumping cement and other materials into the voids; there was also a report by Freese, Nichols & Endress and Mason-Johnson & Associates Geologists & Engineers with invoice attached in the amount of \$9,895.15 for work on the Cedar Creek Dam site and \$7,101.80 for work on the Cedar Creek Spillway Site. Detailed explanation of the soils and foundation studies were given in Volume One and Volume Two Reports prepared by Mason-Johnson. It was the unanimous opinion of the Directors and their order that the sum of \$3,382.59 be paid to the Better Welding Company out of the general maintenance fund; and that \$9,895.15 for the Cedar Creek dam site study and \$7,101.80 for the Cedar Creek spillway site study be paid Mason-Johnson & Associates out of the Cedar Creek Construction Fund. Mr. Hickey was instructed to inform the Engineers for the District, Freese, Nichols & Endress, that authorization for any work or studies needed must be obtained by action of the Board.

5.

Report was given the Directors that on March 17th., Mr.

P. M. Birdsong, while driving District owned vehicle, Unit No. 1-B

was in an accident, though no fault of his and that Unit No. 1-B was

wrecked beyond safe reasonable repair. Bids for a 1961 Model Chevro-

let Bel-Air were presented from the three Chevrolet Dealers located in the District as follows:

Southwest Chevrolet - \$2,547.00 less Trade-In \$1,000.00-Net Cost \$1,547.00 Ernest Allen Mtr.Co.- \$2,584.45 less Trade-In \$ 865.00-Net Cost \$1,719.45 Dumas Milner - \$2,543.84 less Trade-In \$1,100.00-Net Cost \$1,443.84

In addition a check will be received from the State Farm Insurance Company in the amount of \$542.50 to cover estimated repairs to the wrecked 1960 Chevrolet Bel-Air. This amount deducted from the low bid of Dumas Milner makes the net cost of the new 1961 Chevrolet Bel-Air \$901.34.

Whereon Director Hill moved, seconded by Director Newton, that the low bid as submitted by Dumas Milner Chevrolet Company, be accepted. This meeting with approval of all Directors it was so ordered.

6.

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

Secretary

President