

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD ON THE 30TH DAY OF OCTOBER, 1962 AT 11:00 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  
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 pro-  
ceedings were had and done as follows:

1.

On motion duly made and seconded the minutes of the  
meeting held October 15, 1962 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.

On motion of Director Pier, seconded by Director Newton,  
voucher-checks #1705 to #1761 inclusive, Cedar Creek Construction Fund;  
voucher-check #137 to #140 inclusive, Cedar Creek Revenue; voucher-  
checks #1671 to #1694 inclusive, Maintenance Fund and voucher-check  
#137, Interest and Sinking Fund were approved and ordered paid upon  
receiving the approval and verification of Mr. J. M. Williams, County  
Auditor, who by virtue of the Statutes is the Auditor of this District

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as well. All the Directors voted aye thereon.

3.

President Hogsett presented to the Directors the Plans and Specifications prepared by Freese, Nichols and Endress, Consulting Engineers for the District, heretofore requested for the construction of the Burgess Gap Emergency Spillway. Following a detailed review of the proposed construction, and upon recommendation of Mr. Hickey and the Consulting Engineers, Director Pier made the motion, seconded by Director Boggess, that upon approval of General Counsel for the District, and under the laws governing such matters, that the District now be authorized to proceed with all things necessary, whereon all Directors voted aye thereon and it was so ordered.

4.

A request was presented from Texas Industries, Inc. for the purchase of raw water from Lake Bridgeport in an estimated amount of 1,500 acre feet per year; also presented was a letter from Freese, Nichols and Endress, Consulting Engineers for the District, recommending the sale and stating that the above amount was surplus to the needs of the District.

After a thorough discussion, Director Boggess made a motion, seconded by Director Newton, that a Contract between the District and Texas Industries, Inc. be prepared whereby the District does sell raw water, under the laws and prior contracts governing such matters, to Texas Industries, Inc., and that such Contract be presented for execution at the next meeting of the Board of Directors. This meeting with the unanimous approval of all Directors it was so ordered.

5.

Mr. Ben Hickey, General Manager, presented bid proposals for purchase by the District of two (2) 1963 Chevrolet Pickups replacing Units No. 7 and No. 160. The bid proposals exhibited were as follows, to-wit:

<u>MODEL</u>	<u>ERNEST ALLEN</u>	<u>JACK WILLIAMS</u>	<u>SOUTHWEST CHEVROLET</u>
K-1404 Pickup	\$ 2,366.54	\$ 2,361.74	\$ 2,360.86
C-1404 "	<u>1,704.59</u>	<u>1,692.11</u>	<u>1,709.92</u>
	\$ 4,071.13	\$ 4,053.85	\$ 4,070.78
LESS:			
Trade-In			
1957 Pickup	\$ 575.00	\$ 500.00	\$ 475.00
1954 Jeep	<u>200.00</u>	<u>150.00</u>	<u>175.00</u>
	\$ 775.00	\$ 650.00	\$ 650.00
NET COST	\$ 3,296.13	\$ 3,403.85	\$ 3,420.78

Following a tabulation of the proposals, Director Hill made the motion, seconded by Director Newton, that the low bid of Ernest Allen Motor Company, as submitted on District specifications, in the net cash amount of \$3,296.13, be accepted. This meeting with approval of all Directors it was so ordered.

6.

Mr. Ben Hickey, General Manager of the District, requested authority for the District to enter into Contract for the purchase of the following described tracts of land required for the Cedar Creek Reservoir, and on the following basis for payment, to-wit:

- (a) Tract No. 353 - C. M. Barry - 68.97 acres, more or less @ \$150.00 per acre in fee.
- (b) Tract No. 354 - M. S. McNaughton - 68.54 acres, more or less, @ \$150.00 per acre in fee; and .77 acres, more or

less @ \$50.00 per acre in Easement.

- (c) Tract No. 24 - Elmer Roberts et al - .85 acre - Lump Sum - \$100.00.

Mr. Hickey also requested authorization for the District to enter into Contract for the purchase of Pipeline Right-of-Way Easements for the Cedar Creek Project, on the following basis for payment, to-wit:

- (a) Tract No. E-62 - John J. Preslicka - 114.50 rods @ \$4.00 per rod - \$458.00.
- (b) Tract No. E-93 - John H. Krajca - 263.60 rods @ \$4.00 per rod - \$1,054.40.
- (c) Tract No. E-108-A - Anna Laza - 73.70 rods @ \$3.00 per rod - \$221.10.
- (d) Tract No. E-95-A - Wesley Jakubik - 1.50 rods @ \$4.00 per rod - \$6.00.
- (e) Tract No. E-49 - Myrtle Naughton - 100.00 rods @ \$4.00 per rod - \$400.00.
- (f) Tract No. E-87 - Frank Zaidle - 140.60 rods @ \$4.00 per rod - \$562.40.
- (g) Tract No. T-71 - John Fojtik, Jr. (Additional) - 37.00 rods @ \$5.00 per rod - \$185.00.
- (h) Tract No. T-65 & 65-A - John Lee Roberts - Pecan Trees \$80.00.
- (i) Tract No. E-100 - Frank K. Bobalik - 27.3 rods @ \$4.00 per rod - \$109.20.

Following a detailed presentation of the Tracts and Pipeline Right-of-Way Easements, and upon recommendation of management of the District, Director Hill, seconded by Director Pier, moved that the District be authorized to enter into Contract for the purchase of the above described tracts and pipeline right-of-way easements and on the basis as shown. This meeting with the approval of all Directors, it was so ordered.

7.

Request was made by management of the District to purchase Lots 3, 4 and 5 of Block N, Fields-Hillside Addition to the City of Fort Worth, from the Fort Worth Independent School District and the City of Fort Worth (joint Grantors), for the net amount of \$910.00. Following a review of the matter, and upon recommendation of Mr. Hickey, that the tract was needed for the Fort Worth Floodway, it was the unanimous opinion of the Directors and their order that the District purchase for \$910.00 net, the above described lots, upon preparation of the deed by council for the District.

8.

An Amendatory Agreement between the District as Lessor, and Lone Star Producing Company, relating to that certain Oil, Gas and Mineral Lease to C. L. Gage as Lessee, and more particularly described in Vol. 84, Page 107, of Wise County, Texas, and Vol. 84, Page 577 (assignment to Lone Star), all of the Lease Records of Wise County, Texas.

The Agreement in substance states that the aforementioned lease shall be amended effective as of the date hereof so that the following described land covered by said lease and now owned by Lessee, to-wit:

312 acres of land, more or less, in Wise County, Texas, described as follows:

(1) all of the Owen Adkins Survey of 320 acres, Abstract No. 12, save and except the North 45.7 acres and the South 49.9 acres, leaving a remainder of 224.4 acres, more or less,

(2) the South 127.6 acres of the W. D. Young Survey, Abstract No. 1422,

Excepting and reserving, however, from said tracts above described of 352 acres, that certain tract of 40 acres out of the said Owen Adkins Survey and the said W. D. Young Survey described by metes and bounds, as follows:

Beginning at the Southeast corner of the W. D. Young Survey; Thence Westerly along the South line of said W. D. Young Survey, 932 feet to a point for corner; Thence North parallel to the East line of the W. D. Young Survey, 934 feet to a point for corner; Thence East parallel with the South line of the W. D. Young Survey, 1866 feet to a point for corner; Thence South parallel with the East line of the W. D. Young Survey, 934 feet to a point for corner; Thence West along an easterly extension of the South line of the W. D. Young Survey, 934 feet to the place of beginning and containing 40 acres, on which 40-acre tract is located an oil well owned by Lone Star Producing Company in the said Adkins Survey;

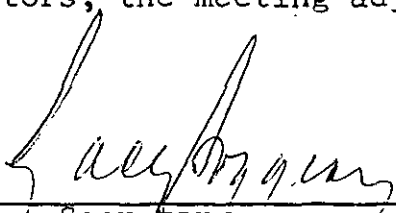
thereby leaving a remainder of 312 acres of land, covered by this amendment;

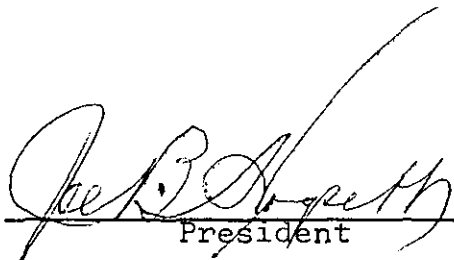
may be assigned by Lessee, regardless of the said provision in said lease which prohibits assignments of acreage covering less than 320 contiguous acres.

Following a more detailed explanation of the Agreement, and with the prior approval of Counsel and Management for the District, Director Hill made a motion, seconded by Director Newton, that the Agreement be executed by the District, whereon all Directors voted aye thereon.

9.

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

  
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Secretary

  
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President