

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD ON THE 11TH DAY OF JUNE, 1974 AT 4:00 P.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>
Wayne E. Newton	J. Oliver Shannon
Clyde A. Penry	Paul W. Mason
C. Victor Thornton	

Also present were Messrs. Joe B. Hogsett, Honorary Chairman of the Board of Directors; John M. Scott, General Counsel for the District and Ben Hickey, General Manager of the District.

Director Newton acted in his capacity as President and Director Thornton acted as Secretary, whereupon proceedings were had and done as follows:

1.

On motion duly made and seconded, the minutes of the meeting held May 6, 1974 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 Penry, seconded by Director Thornton, voucher-checks #14529 thru #14659 inclusive, Maintenance Fund, in the amount of \$433,877.42; and voucher-checks #3276 thru #3292 inclusive, Construction Fund, in the amount of \$362,494.98; and voucher-checks #453 thru #455 inclusive, Interest and Sinking Fund, in the amount of \$120,158.88; and voucher-checks #3632 thru #3687 inclusive, Revenue

Fund, in the amount of \$233,675.99 and voucher-checks #4107 thru #4115 inclusive, Cedar Creek Construction Fund, in the amount of \$73,039.90 were approved and ordered paid. All Directors present voted aye thereon.

3.

President Newton presented the following proposed Agreement between the City of Forest Hill and Tarrant County Water Control and Improvement District Number One, to wit:

AGREEMENT

This agreement made and entered into this 11th day of June, 1974, by and between the City of Forest Hill, Texas, a municipal corporation organized under the general laws of the State of Texas, acting by and through its duly constituted officers, hereinafter referred to as the "City," and the Tarrant County Water Control and Improvement District No. 1, acting by and through its duly constituted officers, hereinafter referred to as the "District;"

WHEREAS, the District owns in Fee Simple and by Easement certain real estate situated within the geographical limits and corporate limits of the City and more particularly described in Exhibit "A" attached hereto and incorporated by reference as fully as though copied verbatim herein; and,

WHEREAS, both the City and the District desire to utilize the real property described in Exhibit "A" for dual purposes, namely the continued right-of-way for the District's supply line or lines and for use as an open space, green area park by the City; and,

WHEREAS, utilization of such area for the dual purposes

mentioned above would be in the best interest of the public, detrimental to neither purpose and would further constitute the highest and best use of such area:

NOW, THEREFORE, the City and the District enter into the following agreement:

1.

For and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration paid by the City to the District, the receipt of which is hereby acknowledged, and in further consideration of the mutual agreement herein contained, the parties have agreed one with the other as follows:

2.

The District does hereby lease and let unto the City for the use and purpose hereinafter stated and for the period of twenty-five (25) years from date hereof all such real property described in Exhibit "A" attached hereto and incorporated by reference.

3.

Within a reasonable time after the date of this instrument the City agrees to construct and thereafter maintain an open space green belt in the nature of a public park and will further undertake to do all such acts necessary to construct, improve, and perfect said open space green belt park and thereafter carefully maintain and up-keep the same for the full duration of this lease.

4.

It is further agreed and understood by and between the parties hereto that should the District have need to enter upon

for the purpose of maintaining, improving, or enlarging any of its pipes or conduits situated within the limits of the leased property, that the City upon termination of said work by the District or the completion of such maintenance, will thereafter as soon as reasonably possible restore the premises to the condition in which they existed prior to said work all such restoration and associated work incident thereto to be accomplished at the sole cost of the City.

5.

After completion of the park as above described, the City will have operational control and responsibility for the maintenance of the completed facilities such control including but not being limited to payment of any utility expenses, personnel to maintain and upkeep the facilities with the rights to set reasonable rules and regulations incident to the use of said premises not inconsistent with the primary right of the lessor to maintain, improve, and upkeep its pipes and other facilities within the premises. Further, the liability, if any, arising out of the use of said park facility by the public in general shall be the sole responsibility of the City.

6.

It is further understood and agreed that the facility described in this instrument and designated as an open space green belt park shall be used by the public in general as a park virtually 100 per cent of the time save and except in such instances as the District may have need to enter upon and construct, maintain, or repair its own lines located within the area and, in such instances, the public may be barred from that area of the leased premises at

request of the District for such time as may be required to complete the improvement or repair of the District's facilities located thereon and therein.

7.

For the considerations above set forth the option is hereby given to the City by the District to lease such property and facilities from and after the initial twenty-five (25) year term from the date hereof for an additional period of ten (10) years. Said option shall be exercised in writing and directed to the Board of Directors of Tarrant County Water Control and Improvement District No. 1 at least six months before the expiration of the primary term. Should said option then be renewed as herein set forth, the parties shall continue to operate under the rights and responsibilities as created and established by this instrument.

8.

The City shall not assign this lease or any interest therein or sublet the leased premises or any part thereof or any right or privilege appurtenant thereto without having first obtained the District's written consent thereto.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed this the 11th day of June, 1974.

TARRANT COUNTY WATER  
CONTROL DISTRICT NO. 1

By /s/ Wayne E. Newton

CITY OF FOREST HILL, TEXAS

By \_\_\_\_\_  
Mayor

/s/ C. V. Thornton  
Acting Secretary

ATTEST:

\_\_\_\_\_  
City Secretary

Following a review of the Agreement and with recommendation of Management of the District, Director Penry made a motion, seconded by Director Thornton and unanimously passed, that the Agreement be now executed by the District.

4.

There was presented to the Directors a written bid proposal to purchase from the District 57+ acres of land now surplus to the requirements of District at a price of Eighty Six Thousand and Four (\$86,004.00) DOLLARS upon certain terms as set forth in the presented bid proposal.

Management of the District stated that all requirements of law, including the advertising of District's intent to sell and an appraisal by a reputable appraiser had been made and recommended that the sale of the 57+ acres be authorized; whereon Director Thornton made a motion, seconded by Director Penry and unanimously approved, that the bid proposal as submitted by Mr. Kenneth Reed in the amount of \$86,004.00 for 57+ acres located in the G. W. Knight and Thomas Harvey Surveys located in Tarrant and Wise Counties, more particularly described by a metes and bounds description in the permanent records of the District, be accepted.

5.

Bid proposals were submitted to the Directors for the recommended purchase, and replacement, of certain maintenance equipment required in the operation of the District, to wit:

Darr Equipment Co.	\$19,001.00
B. D. Holt Co.	19,300.00
Mustang Tractor & Equipment Co.	19,515.00

Following a review of the bid proposals, Director Penry made a motion, seconded by Director Thornton and unanimously approved, that the following proposal of Darr Equipment Co. be accepted, to wit:

Please quote to the TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE for the following:

ONE (1) NEW CRAWLER TRACTOR TO MEET THE FOLLOWING SPECIFICATIONS:

ENGINE: Minimum of 62 Flywheel Horse Power at 2400 RPM - Four Stroke Cycle Diesel with Four Cylinders and 318 cu. in. minimum displacement.

STARTING: 12 Volt Direct Electric Starting System.

TARQUE CONVERTER: For Power Shift Model.

TRANSMISSION: Planetary Power Shift type with a recommended manufacturer's procedure to include nonstop, nondecelerate direction reversal and speed change in all gears with a minimum of Three Speeds Forward and One Speed Reverse.

STEERING: Pedal Steer.

TRACT ROLLER FRAME: Reinforced Box-Section Construction with five (5) Track Rollers on each side with lifetime Lubricated Track Rollers and Idlers.

TRACK: Hydraulic Adjusters, 16 inch single track shoes, with length of track on ground of at lease 72", Track guage shall be at least 56 inches, Sealed Track shall be standard and Front and Rear Guiding Guards.

TRACTOR WEIGHT: Machine weight (including Power-Angle Tilt blade) without extra attachments or optional counter-weight shall not exceed 13,000 pounds.

BULLDOZER: Straight Blade 7' 11" wide with full Hydraulic Power Control of its angle, tilt and lift functions; 25 degree angle in each direction and 8.5 degree tilt for landscaping, backfilling and side casting.

ACCESSORIES: 3 Point Hitch with Hydraulic Control, Power take off shaft and control, Front pull hook, crank case guards, Engine Exclosure, ROPS canopy, Instrument

Panel Guard, Single "turn around" Suspension seat to be used with Back Hoe, Vandalism Protection Group, Lighting System (3 Lights) Twist Grip Engine Speed Control, Hydraulic Controls, Heater.

TOTAL COST OF MACHINE. . . . . \$22,001.00

LESS: Trade-In 1969 Allis Chalmers  
HD4 Crawler Tractor S/N 2620. . . . . 3,000.00

NET COST . . . . . \$19,001.00

DELIVERY DATE: From Stock

6.

President Newton stated that prior to this meeting all Directors had been furnished information, relative to the establishing of the tax rate for 1975, reflecting a detailed breakdown of expenditures estimated to be required for the Interest and Sinking, Maintenance and Revenue Funds; following a general discussion, and with the recommendation of management of the District, Director Penry made a motion seconded by Director Thornton and unanimously passed, that the current ad valorem tax rate of TWENTY-FIVE (25¢) cents per each \$100.00 valuation applicable to the properties within the taxing jurisdiction of the District as placed on the tax rolls of Tarrant County by its Assessor-Collector be adopted for 1975, and that the revenues produced by said rate be allocated as follows: FIFTEEN (15¢) CENTS to the account of the Maintenance Fund and TEN (10¢) CENTS to the Interest and Sinking Fund; and also that the following preliminary budget be adopted for the Revenue Fund of the Cedar Creek Project, to wit:

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
CEDAR CREEK PROJECT  
REVENUE FUND  
PRELIMINARY BUDGET FOR THE YEAR, 1975



Cash and Investments - January 1, 1975 \$1,600,000.00

INCOME

Water Sales	\$3,365,000.00	
Lease rental	8,000.00	
Concession Income	12,000.00	
Interest Income	370,563.00	
Installment on Notes	72,653.00	
Interest on Notes	<u>49,404.00</u>	<u>3,877,620.00</u>
		\$5,477,620.00

EXPENDITURES

Administrative & Maintenance Expense	\$ 275,000.00	
Pumping Costs	122,000.00	
Debt Service	<u>3,377,507.00</u>	<u>3,774,507.00</u>

Cash and Investments - December 31, 1975 \$1,703,113.00

7.

Mr. Ben Hickey, General Manager, stated to the Directors that numerous complaints had been received regarding the operations of planes landing on the waters of Eagle Mountain Lake; and following a thorough review of the matter in which was pointed out that the increased development and recreational activities around and on Eagle Mountain Lake is now a serious threat to the safety of boats and passengers using the lake for recreational purposes and that it is as dangerous for planes to be landing on Eagle Mountain with as much activity as there now is as it would be where automobiles were criss-crossing and moving across landing strips. It was also pointed out that Lake Bridgeport was only minutes away by plane from Eagle Mountain and could be used for commercial seaplane activities, at this time, with a much greater degree of safety for all concerned; whereon it was the unanimous decision of the Directors, and their order, that General Counsel for the District prepare, and the District


enforce, the policy or ordinance prohibiting any commercial activities of aircraft capable of landing on Eagle Mountain Lake.

8.

The Directors were presented the Monthly Financial Report regarding Receipts and Disbursements for Program "A", "B" and "D" and the Cedar Creek Project, for the month of April, 1974, from the Auditor of the District, which was ordered accepted and placed in the permanent files of the District.

9.

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

  
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Acting Secretary

  
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President

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD ON THE 11TH DAY OF JUNE, 1974 AT 4:00 P.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>
Wayne E. Newton	J. Oliver Shannon
Clyde A. Penry	Paul W. Mason
C. Victor Thornton	

Also present were Messrs. Joe B. Hogsett, Honorary Chairman of the Board of Directors; John M. Scott, General Counsel for the District and Ben Hickey, General Manager of the District.

Director Newton acted in his capacity as President and Director Thornton acted as Secretary, whereupon proceedings were had and done as follows:

EXCERPT NO. 7

Mr. Ben Hickey, General Manager, stated to the Directors that numerous complaints had been received regarding the operations of planes landing on the waters of Eagle Mountain Lake; and following a thorough review of the matter in which was pointed out that the increased development and recreational activities around and on Eagle Mountain Lake is now a serious threat to the safety of boats and passengers using the lake for recreational purposes and that it is as dangerous for planes to be landing on Eagle Mountain with as much activity as there now is as it would be where automobiles were criss-crossing and moving across landing strips. It was also pointed out that Lake Bridgeport was only minutes away by plane from

Eagle Mountain and could be used for commercial seaplane activities, at this time, with a much greater degree of safety for all concerned; whereon it was the unanimous decision of the Directors, and their order, that General Counsel for the District prepare, and the District enforce, the policy or ordinance prohibiting any commercial activities of aircraft capable of landing on Eagle Mountain Lake.

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I, Beatrice Jeffries, Secretary of Tarrant County Water Control and Improvement District Number One do hereby certify that the above and foregoing is a true and correct copy of the actions of the Board of Directors of said Corporation unanimously adopted at a regular meeting at its regular place of business held on the 11th day of June, 1974 At 4:00 P. M. as such action is recorded in the minutes of such Corporation.

*Beatrice Jeffries*