

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE
10TH DAY OF SEPTEMBER, 1952, AT 11:00 A.M.

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

PRESENT

Houston Hill
Dan H. Priest
W. L. Pier

ABSENT

Joe B. Hogsett (Out of City)
A. T. Seymour, Jr. (Out of City)

Also present were Sidney L. Samuels, General Counsel, C. L. McNair,
General Manager of the District, and Marvin C. Nichols of the Firm
of Freese and Nichols, Consulting Engineers of the District.

In the absence of Director Joe B. Hogsett, President of the
Board, Director Houston Hill, Vice President of the Board, presided
over the meeting and Director Priest acted in his capacity as Sec-
retary, whereupon proceedings were had and done, as follows:

1.

The Directors had previously received copies of the minutes
of August 30, 1952, at 10:15 A. M. Having found no objections there-
to, it was ordered that they be approved, signed and placed on record.

2.

The monthly report of the Auditors, Pitner and Adams, for
the month of July, 1952, was ordered received and filed.

3.

The monthly report dated September 10, 1952, of C. L.
McNair, General Manager, for the months of April, May, June, July
and August, 1952, was received, presented and ordered filed as Ex-
hibit "A" to these minutes.

4.

Mr. McNair presented certain proposals for lease of District lands for the year 1952, which he recommended for approval as follows:

<u>PROPOSAL OF</u>	<u>APPROX. ACRES</u>	<u>TOTAL CONSIDERATION</u>
R. W. Worrall	0.60	\$ 20.83
Chas. T. Groce	54.15	50.00

Upon consideration of each of the above lease proposals, Director Priest moved, seconded by Director Pier, that the said proposals be approved and closed in the usual manner, subject to the payment of the agreed rentals and execution of written contracts in the form required by the District. It was so ordered.

5.

Following the above proceedings, Mr. McNair presented the written requests of the following lessees of the District, for the transfer and assignment of their respective interest in certain land lease for the year 1952;

B.Q. Barton, Jr., to W. E. Kemble, 4008 Monticello,
Fort Worth, Texas.

K. H. Withrow to R. R. Lacey, 4837 Morris Street,
Fort Worth, Texas.

Upon recommendation of Mr. McNair, Director Pier moved, seconded by Director Priest, that the transfer and assignment of each of the land leases be approved, subject to Messrs. Kemble and R. R. Lacey giving the District their written acceptance of the lease. It was so ordered.

6.

The next matter to be heard by the Board consisted in the written communication dated September 9, 1952, on the letterhead

of Freese and Nichols, Consulting Engineers of the District, executed on behalf of Freese and Nichols by Marvin C. Nichols, concerning the Northeast 12th Street Bridge over the Trinity River, which letter in substance notified the Board that they had tabulated the bids which were received and opened on September 9, 1952, for the construction of the Northeast 12th Street Bridge over the West Fork of the Trinity River, which bridge is a part of Program B, for flood prevention. The summary of bids received is as follows:

<u>Bidder</u>	<u>TOTAL BIDS</u>		
	<u>A/B</u>	<u>A/C</u>	<u>A/D</u>
Harry Newton	\$400,402.89	-----	-----
Southern Const. Co.	419,688.08	-----	\$426,278.76
M. E. Worrell and Worrell and Watkins	380,189.62	-----	371,699.25
Austin Bridge Co.	-----	-----	353,485.70
F. S. Oldt	-----	-----	426,753.07
Cunningham and Shaw	386,328.85	-----	374,176.64
H. Larsen	386,512.42	\$426,721.61	380,590.61
Ernest Loyd	386,324.45	404,133.22	373,892.72
Russ Mitchell, Inc. and H. B. Bruce	374,614.49	-----	374,525.28
J. B. Clardy	-----	-----	339,364.86

It was the recommendation of the Engineers (Freese and Nichols) that the contract, when approved, be awarded to J. B. Clardy Construction Company of Fort Worth, Texas, and that this recommendation by the Engineers was based on the fact that the said J. B. Clardy Construction Company had submitted the lowest and best bid in the total amount of \$339,364.86.

The aforesaid letter having been considered and discussed by the Board, it was resolved that in accordance with said recommendation, that the contract for the Northeast 12th Street Bridge should be awarded to the said J.B. Clardy Construction

Company, provided a contract be tendered to the District in substance and form approved by its General Counsel, and that a good and sufficient bond be executed by the contractors aforesaid, in the sum of money required by the Statutes of the State of Texas governing this District, in a safe and solvent surety company authorized to do business in the State of Texas.

Further, that when said contract and bond shall have been executed in accordance with the requirements herein, that the President, Joe B. Hogsett, and the Secretary, Dan H. Priest, be authorized to execute the said contract on behalf of the District.

On motion of Director Pier, seconded by Director Priest, the motion to award said contract to J. B. Clardy Construction Company upon the above named conditions and requirements was unanimously carried, all three directors present voting "aye" thereon.

7.

On motion of Director Pier, seconded by Director Priest, the Board of Directors authorized and confirmed the purchase from the Gowin Tractor Company a new Ford Tractor No. 48999, and one roll of smooth wire, which two articles of purchase had been delivered August 29, 1952, to Mr. Ben F. Hickey, Land Agent for the District, and there was further ordered by the Board the preparation and execution of voucher-check in the sum of \$1,271.60 in payment of said Tractor and said wire.

The motion having been submitted to the Board, all the Directors present voted "aye" thereon.

Mr. Marvin C. Nichols of the Engineering Firm of Freese and Nichols, consulting engineers of the District, expressed to the Board the nature of the improvements he, Mr. Nichols, would recommend to be made and constructed at Eagle Mountain Lake; that such improvements were necessary to construct a retaining wall near Barnes Place on Eagle Mountain Lake, and that such improvements contemplated were 442 feet reinforced concrete retaining wall, the cost of which was estimated at \$6,000.00; stabilizing the bluff at the west end of the main dam, the cost of which was estimated at \$3,750.00; the grading and rock fill west of the conduits at the main dam \$375.00.

A written communication dated September 10, 1952, from Mr. Nichols in which he recommended that the above work at Barnes Place, in the amount of \$6,000.00, be awarded to Joe E. Newsom of Springtown, Texas; he further recommended that the balance of the work be done force account by Mr. McNair.

On motion of Director Pier, seconded by Director Priest, that Mr. Nichols' recommendations be adopted; that his letter be attached and become a part of these minutes; further that such work be authorized to be performed under the direction of Mr. McNair, and that to that end a contract should be drawn and prepared between the District and Joe E. Newsom, a contractor, and that such contract when executed, should be submitted to the Board for its approval. Said contract was prepared and presented to the Board duly executed by Joe E. Newsom, the contractor, and witnessed by W. L. Eeds, (a copy of which is attached to these minutes in folio and marked "Exhibit B") the consideration for which contract therein recited

being \$6,000.00; the payment of which was to be made as follows:

1. On completion of one-third of the job when approved by the engineer of the District, the District shall pay the contractor an amount representing no more than 80 per cent of that part of the work so completed.
2. Upon completion of two-thirds of the job, the District shall pay the contractor for that part according to the terms and conditions of the contract, and subject to the approval of the engineer, Mr. Marvin C. Nichols;
3. The remainder of the contract price to be paid in full within ten days after the entire job had been completed and approved by Mr. Marvin C. Nichols, the engineer representing the District.

The motion having been submitted to the Board, it was ordered that said contract be executed by the District, represented by Mr. C. L. McNair, and the same having been so executed and submitted to the Board, it was approved, all the Directors present voting "aye" thereon.

9.

There came up for consideration the matter of terminating the lease contract of Tom Puryear with respect to Lots Nos. 3 and 4, Block No. 1, K. M. Van Zandt Addition, and it was agreed by the Board that the same be terminated September 15, 1952, and it was also reported that T. S. and W. C. Morrison would rent said property from month to month and to pay therefor at the rate of \$150.00 in advance. Rent to be paid at the District office.

On motion of Director Priest, seconded by Director Pier, such action was approved and ratified, all the Directors present voting "aye" thereon.

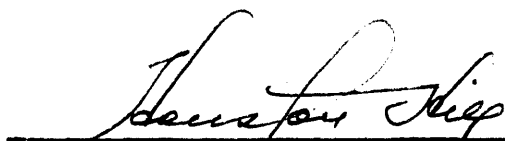
10.

Mr. Marvin C. Nichols of the engineering firm of Freese and Nichols, reported that plans had been prepared for the construction of the Cold Springs Road Bridge, and that application to National Production Authority for approval and construction of such bridge had been prepared, which application required the signature of the District, acting by and through the Chairman of the Board of Directors.


On motion of Director Pier, seconded by Director Priest, this action on the part of Mr. Nichols was approved, and Mr. Hill as the Vice President, and acting as President at the meeting, was authorized to execute the name of the District to such application in his capacity as presiding officer; the motion having been submitted to the meeting, all the Directors voted "aye" thereon, and it was accordingly so ordered.

11.

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



President.



Secretary.

BOARD OF DIRECTORS

JOE B. HOGSETT, PRES.
HOUSTON HILL, VICE-PRES.
DAN H. PRIEST, SEC'Y
A. T. SEYMOUR, JR.
W. L. PIER

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

DANCIGER BUILDING - COR. 5TH AND THROCKMORTON STS.

ED. B. CHEATHAM, OFFICE MANAGER

PHONE EDISON 3263

SIDNEY L. SAMUELS,
GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

BEN F. HICKEY
LAND AGENT

FORT WORTH 2, TEXAS.

9-10-1952.

EXHIBIT "A" TO MINUTES
OF SEPT. 10, 1952, at
11:00 A. M.

To: The Board of Directors
Tarrant County Water Control and
Improvement District Number One

Gentlemen: REPORT FOR THE MONTHS OF APRIL, MAY,
JUNE, JULY, AND AUGUST, 1952.

The storage in Eagle Mountain and Bridgeport Lakes was re-
plenished by approximately 17,000 acre feet of water during April
and May, 1952.

Rainfall for the months of June, July and August, 1951, was
the least recorded at the lakes since our records began in 1932, and
is reflected in storage depletion for both lakes as follows:

<u>MONTH</u>	<u>DEPLETION IN ACRE FEET.</u>
June	24,540
July	21,800
August	22,500
	<u>68,840</u>

Difference in storage for one year from September 1, 1951 to September
1, 1952, is minus 125,960 acre feet.

The State Game and Fish Commission began work in May, rebuilding
the fish hatchery below Eagle Mountain Lake. Mr. Marvin C. Nichols
and I have periodically inspected the work being done and it is our
opinion that the improvements are beneficial rather than harmful to the
District's works.

Respectfully,

C. L. McNair
General Manager.

CLM:mh

S. W. FREESE
M. C. NICHOLS

S. G. ENDRESS
F. E. WOODRUFF

FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 DANCIGER BUILDING
TELEPHONE ED-5431
FORT WORTH, TEXAS

EXHIBIT "B" TO MINUTES
OF SEPTEMBER 10, 1952.
AT 11:00 A. M.

September 10, 1952

Mr. C. L. McNair, Manager,
Tarrant County Water Control
and Improvement District No. 1,
Danciger Building,
Fort Worth, Texas.

Dear Mr. McNair:

Re: Retaining Walls
Eagle Mountain Dam

Bids for this work were opened in your office September 2, 1952. The following is tabulation of bids:

	<u>Lump Sum</u>	<u>Concrete per C.Y.</u>	<u>Reinforcing Steel per Pound</u>
Joe E. Newsom Springtown	\$ 9,870.00	\$ 40.00	\$0.15
Tri W Construction Co. Fort Worth,	\$11,827.00	\$ 39.50	\$0.12
Boyd Callon, Inc. Eagle Mountain	\$14,750.00	\$ 50.00	\$0.12

Our take off of quantities is:

Concrete 236 cubic yards
Steel 7200 pounds

Following opening of bids in company with yourself we made an examination of the work on the ground September 3, 1952 to determine if the scope of the work could be reduced. It was determined to eliminate the work at the boat house dock and the 240 feet at the north end of Barnes Tract. If these eliminations are made it will reduce the quantities as follows:

	<u>Concrete C.Y.</u>	<u>Reinforcing Steel Pounds</u>
240' at Barnes Section A-A	48.00	1675
71.2' at Dock Section A-A	14.24	497
41.9' at Dock Section E-E	<u>28.91</u>	<u>1089</u>
	91.15	3261

	<u>Concrete C.Y.</u>	<u>Reinforcing Steel Pounds</u>
Original quantities	236.00	7200
Deductions	<u>91.15</u>	<u>3261</u>
	144.85	3939

have been: If we consider Newsom's bid on his unit prices the bid would

236 C.Y. Concrete at \$40.00	-	\$ 9,440.00
7,200 pounds Steel at \$0.15	-	<u>1,080.00</u>
		\$10,520.00

Ratio - $\frac{\$9,870.00}{10,520.00}$ - .9382

If we consider Newsom's bid after the eliminations above described we have the following:

144.85 C.Y. Concrete at \$40.00	-	\$5,794.00
3939 pounds Steel at \$0.15	-	<u>590.85</u>
		\$6,384.85

$\$6,384.85 \times .9382$ - \$5,990.27

It is recommended that you negotiate a contract with Newsom for \$6,000.00 for construction of the 142 feet of curb and wall which would remain to be built after the above eliminations.

Yours very truly,

FREESE AND NICHOLS,
DISTRICT ENGINEERS

By 
Marvin C. Nichols

STATE OF TEXAS |
 |
COUNTY OF TARRANT |

This contract between Tarrant County Water Control and Improvement District Number One, hereinafter styled owner, and Joe E. Newsom, hereinafter styled contractor:

W I T N E S S E T H:

For the consideration of SIX THOUSAND (\$6,000.00) DOLLARS, to be paid by owner to contractor in the manner hereinafter set out, and upon due performance of obligations herein, contractor agrees to construct a re-inforced concrete retaining wall 442 feet in length on the property of the owner in Tarrant County, Texas, according to plans and specifications furnished by the owner. The contractor is to furnish, and pay out of his own funds, all and singular, the expenditures for labor, materials, tools, utensils, appliances and apparatus requisite and necessary to perform the contract herein.

All employees shall be hired by the contractor, and the hours of work shall be designated by the contractor and such employees paid by him out of his own funds so that the said contractor shall perform the job completely.

An Engineer representing the owner, shall set such grade lines as are necessary to complete the job. The Engineer shall have full authority to represent the owner in accepting the materials and workmanship, or in disapproving the same.

The Contractor shall begin work not later than September 10, 1952, and shall have completed the job in forty working days.

The contractor herein agrees to do and perform said work according to the plans and specifications, and within the time prescribed therefor, and the contractor particularly agrees and covenants to save and keep the owner harmless from all claims, suits and assertions of damage because of injury to

persons or property in the performance of the job.

The owner agrees to make payments as follows:

(1) Upon completion of one-third of the job and approved by the engineer, the owner shall pay the contractor the amount representing no more than eighty per cent (80%) of the value of that part of the work completed.

(2) Upon completion of two-thirds of the job, the owner shall pay the contractor for that part according to the terms and conditions hereinabove set out, and subject to the approval of the engineer.

(3) The owner agrees to make payment in full within ten (10) days after the job has been accepted as complete and approved by the engineer representing the District.

IN WITNESS whereof, the parties have hereto subscribed their names in the City of Fort Worth, Tarrant County, Texas, on this the 10th day of September, A. D. 1952.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By: C. L. McQuinn
Owner.

Joe E. Hanson
Contractor.

WITNESS:

Mr. L. Leeds