

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 26TH DAY OF JANUARY, 1954, AT 1:30 P. M.

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

PRESENT

Joe B. Hogsett
Houston Hill
Dan H. Priest
W. L. Pier
A. T. Seymour, Jr.

Also present were Messrs. Sidney L. Samuels, General Counsel of the District, C. L. McNair, General Manager of the District and Marvin C. Nichols, of the firm of Freese and Nichols, consulting engineers of the District.

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

1.

The Directors had previously received copies of the minutes of the following meetings:

January 8, 1954, at 1:30 P. M.

January 15, 1954, at 1:30 P. M.

Having found no objections thereto, it was ordered that they be approved, signed and placed on record.

2.

There was laid before the Directors the official returns of the election for Directors held in the District on January 12, 1954, to determine who should be chosen to serve as Directors to succeed the expiring terms of Directors Houston Hill, W. L. Pier, and A. T.

Seymour, Jr. Thereupon, all the Directors, as a Committee of the Whole, publicly opened, examined and did canvass the returns thereof. From the tabulation the Directors find and do now declare that the following named candidates at such election received total votes as follows:

OUT OF THE 191 VOTES CAST IN SAID ELECTION

Houston Hill	received	189 votes
W. L. Pier	received	189 votes
A. T. Seymour, Jr.	received	190 votes
T. H. Thomason	received	1 vote
A. W. Wright	received	1 vote

Therefore, it is hereby declared by the Board of Directors of Tarrant County Water Control and Improvement District Number One, that Houston Hill, W. L. Pier and A. T. Seymour, Jr., were duly elected at said election as Directors to serve the District for the period of two years from the date of their qualification and until their successors may be duly elected and qualified.

Immediately upon the canvassing of the election returns and the declaration by the Board of the result of said election, there were presented to the Board the Statutory Oaths of Office and Bonds of Houston Hill, W. L. Pier and A. T. Seymour, Jr., which had been properly executed as required by the law.

Upon examination of said instruments, and having advice of General Counsel, Sidney L. Samuels, that they were in legal form, it was the unanimous sense of the entire membership of the Board of Directors that the bonds of each of said Directors, (Houston Hill, W. L. Pier, and A. T. Seymour, Jr.) be received and approved as good

and sufficient, and that Houston Hill, W. L. Pier and A. T. Seymour, Jr., having been elected and chosen by the voters aforesaid, be and they are hereby recognized, constituted and established to serve as Directors for the term hereinbefore designated; further, that the bonds be recorded in the official bond records of Tarrant County, and that thereafter they be preserved as records of this District in a manner conforming to the law. Further, that the said election returns be filed in the archives of the District. The motion was unanimously carried and adopted, all the Directors voting "aye" thereon.

3.

The President, Mr. Joe B. Hogsett, stated that it was now in order to select officers for the District to serve for the year to come; whereupon Director Pier moved, seconded by Director Seymour, that the officers to serve the District for the current year be, as follows: For President, Joe B. Hogsett, for Vice President, Houston Hill, and for Secretary, Dan H. Priest. Upon a vote being taken all Directors voted for the motion and no Director voted against it; whereupon the motion was carried and it was so ordered.

4.

The President then stated that he would appoint committees for the ensuing year to be as follows:

LAND MATTERS.

Dan H. Priest
A. T. Seymour, Jr.
Houston Hill

This committee, with the assistance and advice of the General Manager and General Attorney of the Board, shall have charge of all activities pertaining to the acquiring, selling, leasing and general management of lands belonging to the District.

LEGAL AND FINANCIAL

W. L. Pier
Joe B. Hogsett
Dan H. Priest

This committee, with the assistance and advice of the General Manager and General Attorney of the Board, shall have charge of all legal and financial matters of the District.

ENGINEERING AND CONSTRUCTION CONTRACTS

A. T. Seymour, Jr.
Houston Hill
Dan H. Priest

This committee, with the assistance and advice of the General Manager and General Attorney of the Board, shall have charge of all activities pertaining to engineering and construction contracts.

OFFICE ORGANIZATION

Houston Hill
Dan H. Priest
W. L. Pier

This committee, with the assistance and advice of the General Manager, and General Attorney of the Board, shall have charge of all matters pertaining to assessing and collecting District taxes, as well as all matters pertaining to the office. It was so ordered.

CUSTODIAN OF SECURITIES

It was moved, seconded and carried by unanimous vote of the Board, that Mr. Joe B. Hogsett, President of the Board, should act for the District as Custodian of collateral securities delivered to

the District by the District's Depository as pledge in lieu of other bonds to secure deposits of this District, as set out in the executed "Depository Bond and Contract for pledge of collateral security", between the Depository and the District.

It was also unanimously resolved and carried that in the event of the inability of Mr. Hogsett to serve, or should he be absent from the City at any such time, Mr. Dan H. Priest, one of the Directors of the Board, should be alternate and act in his stead.

5.

Mr. McNair presented certain proposals for lease of District's lands for the year 1954, which he recommended for approval, as follows:

<u>PROPOSAL OF</u>	<u>APPROX. ACRES.</u>	<u>TOTAL CONSIDERATION</u>
W. A. Jones	1.00	\$ 50.00
C. A. Lawrence	439.12	197.26
A. C. McKenzie	1.00	50.00
I.V. Robinson	1.00	200.00 ?
M. W. Van Orden	0.63	50.00
Dr. W. B. Whitehead	189.40	150.00

Upon consideration of each of the above lease proposals, Director Priest moved, seconded by Director Hill, 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.

6.

Following the above proceedings, Mr. McNair presented the written request of Mrs. Estelle V. Stine, a lessee of the District,

for the transfer and assignment of her interest in a certain land lease for the year 1954, to Mr. F. A. Howard, 207½ West 11th Street, Fort Worth, Texas. Upon recommendation of Mr. McNair, Director Priest moved, seconded by Director Hill, that the transfer and assignment of the land lease be approved, subject to Mr. Howard's giving the District his written acceptance of the lease. It was so ordered.

7.

There was presented to the Board for its consideration and approval by the engineering firm of Freese and Nichols, engineers of the District, a contract with respect to future services to be rendered to the District by said engineering firm. In substance, the contract provided that the District employ such engineering firm to perform all necessary professional services in connection with the improvements contemplated to be made by the District and briefly described, as follows: East 4th Street, Cold Springs Road, N. E. 12th Street, West 7th Street Bridges across West Fork of Trinity River; alterations to water and sewer lines, alterations to streets and drainage if required, Cyanamid waste line, demolition of old East 4th Street and Cold Springs Road Bridges, as contemplated in Program B of the District in connection with Army Engineers Project; channel improvements Sycamore Creek, Crawford Addition improvements, Marine Creek improvements set forth in Program B.

It is further stated in Paragraph 2 of the contract that the engineer shall render all engineering services necessary in the development and construction of the Project, which shall include, but without limitations, the following:

- (a) Preliminary Engineering Services.
- (b) Designs, Plans and specifications.
- (c) Supervision of Construction.

The District, under the terms of the contract, agrees to pay to the Engineers for the full performance of such services a fee of six (6%) percent of the total cost of the work, which shall constitute complete compensation for such engineering services. Such fee shall be due and payable on satisfactory performance of the items of services, which compactly stated are as follows:

(a) Upon the completion of Preliminary Engineering Services, as set forth in Section 2(a) hereof, the sum of \$ None .

(b) Upon completion and delivery to the Owner of plans, specifications and other contract documents for the mentioned work and improvements, Four (4%) percent of the estimated cost of the complete project, less such payments as may have been previously made under Section 3 (a) hereof. This part of the fee shall be deemed to have been earned and due upon the filing of the completed plans and specifications with the district for each separate project.

After filing of the completed plans and specifications with the District, the Engineers will then prepare a detailed estimate of the construction cost of each of the projects. These estimates of cost will be based on the best available information of probable construction material, and equipment cost during the years 1952 and 1953. The payment of the engineering fee will be based upon such approved estimates.

(c) After the award of construction contracts, one and one-half (1½) per cent shall be paid upon monthly estimates, as evidenced by

monthly estimates paid the Contractor during the month.

(d) Upon completion of all services required under this contract, one-half (1/2%) percent.

The contract itself, which contains other provisions, is attached in folio to these minutes and made a part hereof.

It is further recited in said contract that the District should have the right to terminate the contract at any time, for any cause, by a notice in writing to the Engineers.

On motion of Director Pier, seconded by Director Seymour, the contract was approved and thereupon was executed by both parties hereto, that is to say, by the District, acting through Mr. Joe B. Hogsett, President, and attested by Mr. Dan H. Priest, Secretary and also executed by Freese and Nichols, by and through Mr. Marvin C. Nichols, which contract was also witnessed by Mrs. Leota King and Mrs. Ruth Moore. The motion to approve such contract, which was executed in duplicate, was submitted to the Board and each and all of the Directors voted "aye" thereon, and it was so ordered.

8.

President Hogsett reported to the Board that \$1,500,000.00 United States Treasury Bills owned by the several funds of the District would mature during the month of February, 1954, and that the Board should determine whether such securities should be merged into other securities of a like kind. The said securities are deposited in the safekeeping Department of the Fort Worth National Bank of Fort Worth, Texas, for which the District holds the bank's official safekeeping department trust receipts, described as follows:

- (a) SK No. B 51635 for \$1,100,000.00 United States Treasury Bills dated November 5, 1953, maturity February 4, 1954, owned by the "Constructions Fund".

- (b) SK No. B 51634 for \$200,000.00 United States Treasury Bills dated November 5, 1953, maturity February 4, 1954, owned by the "Interest and Sinking Fund".
- (c) SK No. B 51686 for \$50,000.00 United States Treasury Bills dated November 12, 1953, maturity February 11, 1954, owned by the "Interest and Sinking Fund".
- (d) SK No. B 51687 for \$100,000.00 United States Treasury Bills dated November 12, 1953, maturity February 11, 1954, owned by the "Maintenance Fund".
- (e) SK No. B 51714 for \$50,000.00 United States Treasury Bills dated November 19, 1953, maturity February 18, 1954, owned by the "Maintenance Fund".

After discussion of the matter, Director Pier moved, seconded by Director Priest, that President Hogsett be authorized to make deposit of \$300,000.00 (out of the \$1,100,000.00 proceeds United States Treasury Bills maturing February 4, 1954) in the District's Depository, the Continental National Bank of Fort Worth, to the credit of the District's "Construction Fund" and to have the Fort Worth National Bank make reinvestment of as much of the \$800,000.00 balance of proceeds of said maturing \$1,100,000.00 United States Treasury Bills as can be reinvested in like securities for the use and benefit of said Construction Fund, and to have the Fort Worth National Bank issue its cashier's check to the District for any remainder of the \$800,000.00 not reinvested by the Bank for this District. It was so ordered.

President Hogsett then suggested, which was approved by the entire Board, that Directors Pier and Priest be appointed as a committee for the purpose of determining the most desirable form of reinvestment of the proceeds of the remaining \$400,000.00 United States Treasury Bills, maturing during the month of February 1954. Mr. Pier and Mr. Priest were requested to make report to the full board, if practicable, at the next meeting thereof.

#85

9.

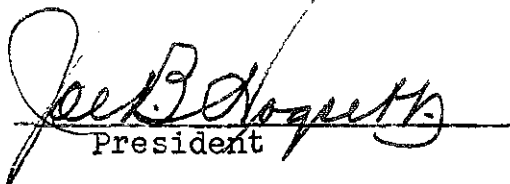
On motion of Director Hill, seconded by Director Priest, it was unanimously resolved by the Board that the sum of \$38,717.84 in the Special Fund should be transferred to the Construction Fund and the Special Fund should be finally closed.

The President suggested, which suggestion was embodied in a motion made by Mr. Hill, seconded by Director Priest, that in the future such revenues collected out of and from lands heretofore purchased by the District for the purpose of carrying out or in aiding Program B should go into the Maintenance Fund, and that such Special Fund be altogether discontinued. The motion was unanimously carried, all the Directors voting "aye" thereon.

Pursuant to the action of the Board in respect to this particular matter, voucher-check #4855, dated January 26, 1954, was drawn on the Special Fund in the aforesaid amount of \$38,717.84, and transferred to the Construction Fund, indicated in the foregoing motion. Thereupon, such voucher-check made payable to the Tarrant County Water Control and Improvement District Number One was executed.

10.

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



President



Secretary

CONTRACT FOR
ENGINEERING SERVICES

STATE OF Texas)
COUNTY OF Tarrant)

This Contract entered into this 26th day of January
1954, by and between Tarrant County Water Control and Improvement
District No. 1, herein called the Owner, acting by and through its
President, duly authorized to act and FRIESE AND NICHOLS of Fort Worth,
Texas, hereinafter called the Engineer.

WITNESSETH, that in consideration of the covenants and agree-
ments herein contained, the parties hereto do mutually agree as follows:

1. Employment of Engineer: The Owner hereby employs the
Engineer and the Engineer agrees to perform all necessary professional
services hereinafter set forth in connection with improvements to be
made by the Owner and described as follows:

East 4th Street, Cold Springs Road, N. E. 12th Street, West
7th Street Bridges across West Fork of Trinity River, alterations to
water and sewer lines, alterations to streets and drainage if required,
Cyanamid waste line, demolition of old East 4th St. and Cold Springs
Road Bridges, as contemplated in Program B of the District in connection
with Army Engineers Project; channel improvements Sycamore Creek, Crawford
Addition improvements, Marine Creek improvements, as set forth in
Program B.

hereinafter called the Project.

2. Character and Extent of Services: The Engineer shall render
all engineering services necessary in the development and construction
of the Project, which shall include, but without limitations, the follow-
ing:

(a) Preliminary Engineering Services - Make necessary preliminary investigations and studies, drawings, cost estimates, progress schedules, approximate estimates of materials required, all in detail sufficient to indicate clearly the scope of the project and make possible a reliable estimate of cost; attend all necessary conferences; and prepare and provide forms, applications and requests which may be required by the Owner.

(b) Designs, Plans and Specifications - Make necessary field surveys; supervise the necessary boring and test pits and foundation explorations; prepare necessary working drawings, large scale and full scale drawings, and specifications; prepare forms of proposals; obtain licenses and/or approvals from local and state authorities; and assist in the award of construction contracts.

(c) Supervision of Construction - 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; check all shop drawings submitted in connection with the construction; supervise and review work of such inspection bureaus and testing laboratories as may be required; issue certificates of payment and keep accounts as may be necessary to the prosecution of the work to completion; upon completion of the construction, revise working drawings to show Project as actually constructed and furnish the Owner with three sets of prints made from record drawings.

3. Fee: The Owner agrees to pay the Engineer for such services a fee of six (6%) percent of the total cost of the work, which shall constitute complete compensation for his services. This fee shall be due and payable upon satisfactory performance of the items of services as follows:

(a) Upon the completion of Preliminary Engineering Services, as set forth in Section 2(a) hereof, the sum of _____

None

(\$ _____).

(b) Upon completion and delivery to the Owner of plans, specifications and other contract documents for the mentioned work and improvements, Four (4%) percent of the estimated cost of the complete project, less such payments as may have been previously made under Section 3(a) hereof. The fee shall be deemed to have been earned and due upon the filing of the completed plans and specifications with the District for each separate project.

After filing of the completed plans and specifications with the District, the Engineer will prepare a detailed estimate of the construction cost of each of the projects. These estimates of cost will be based on the best available information of probable construction, material, and equipment cost during the years 1952 and 1953. The payment

of the engineering fee will be based upon these approved estimates. However, on any project for which bids are received within eighteen months after the Contract Documents are received by the District, the lowest acceptable bid received shall be used as the true basis upon which the four percent fee is calculated, and in the event payments previously paid to the Engineer exceed such four percent, the Engineer agrees to reimburse the District for such excess payments, and in the event the payments that have been made to the Engineer do not equal the true four percent of such lowest acceptable bid, then the District agrees to pay the Engineer such an amount which will increase the total payments to a sum equal the true four percent.

(c) After the award of construction contracts, one and one half (1 $\frac{1}{2}$ %) percent shall be paid upon monthly estimates, as evidenced by monthly estimates paid the Contractor during the month.

(d) Upon completion of all services required under this contract, one-half (1/2%) percent.

In a determination of the total cost of the work on which the Engineer's fee shall be based, there shall not be included the cost of items as land, rights-of-way, administrative or legal expenses, architect and engineering fees, and sums paid to third parties in settlement of claims against the District. No deduction shall be made from the Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to the Contractor. No additions shall be made to Engineer's fee by reason of any bonus paid to Contractors.

4. Supervision of the Work: The Engineer will endeavor to protect the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts.

5. Preliminary Estimates: When requested to do so, the Engineer will furnish preliminary estimates on the cost of the work, but he does not guarantee the accuracy of such estimates.

6. Revisions of Plans and Specifications: Should the Owner require substantial revision of plans and/or specifications after same have been duly approved, then the Owner will pay to the Engineer just and equitable compensation therefor.

7. Ownership of Documents: Drawings and specifications as instruments of service are the property of the Engineer whether the work for which they are made be executed or not.

The Engineer will deliver to the Owner six sets of plans and specifications at the Engineer's expense. Additional sets will be furnished the Owner at his request and without cost to the Owner other than the direct expense of producing the copies, specifications, blueprints or drawings and copies of other documents relating to the work which the Owner may require for his use or record.

8. Termination of Contract:

(a) The Owner may terminate this contract at any time for any cause by a notice in writing to the Engineer. Upon receipt of such notice the Engineer shall, unless the notice directs otherwise, immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials in connection with the performance of this contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this contract.

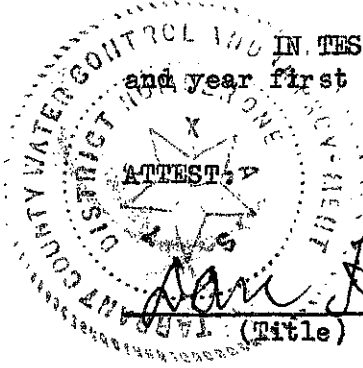
(b) If the contract be terminated due to the fault of the Engineer no further payments on account of the fee will thereafter be made, except for services theretofore performed which are of value to the Owner. If the contract is terminated due to no fault of the Engineer, the Engineer will be paid promptly that proportion of the prescribed fee which the work actually performed under this contract bears to the total work called for under this contract, less such payments as have been previously made, and less any amount due the Owner by reason either of any prior default of the Engineer, or otherwise.

(c) All completed or partially completed designs, plans and specifications prepared under this contract shall become the property of the Owner when and if the contract is terminated.

9. Successors and Assignments: The Owner and the Engineer, each binds himself, his partners, successors, executors, administrators, and assigns of the other party to this agreement, and to the partners, successors, executors, administrators, and assigns of such other party in respect of all covenants of this agreement. Except as above, neither the Owner, nor the Engineer shall assign, sublet or transfer his interests in this agreement without the written consent of the other.

This contract is executed in two counterparts.

IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.



Joe B. August
(Title)
Seal

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

(Owner)

By: Joe B. August
President

SEAL

FREESE AND NICHOLS
Engineer

WITNESSES:

Mrs. Leata King
Mrs. Ruth Moore

By: Manning C. Nichols
(Partner)