

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD ON THE 14TH DAY OF JUNE, 1963 AT 1:30 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>
Joe B. Hogsett	W. L. Pier
Houston Hill	Wayne E. Newton
Lacy Boggess	

Also present were Messrs. Leary Eeds of the firm of Freese, Nichols
and Endress, Engineers 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 May 24, 1963 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 Boggess, seconded by Director Hill,
voucher-checks #268 to #358 inclusive, Maintenance Fund; voucher-
checks #457 to #600 inclusive, Cedar Creek Construction Fund and
voucher-checks #102 and #103 Interest and Sinking Fund were approved
and ordered paid upon receiving the approval and verification of
the County Auditor, Mr. J. M. Williams, who by virtue of the Statutes

is the Auditor of this District as well. All the Directors voted aye thereon.

3.

President Hogsett stated that as work on the Cedar Creek Project progressed, certain heretofore estimated quantities, as made by the consulting engineers, and other factors, would cause revisions, or change orders, to be made with the contractor doing the work; and referred to Sec. 5.02 of the Contract Documents, to-wit:

"Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any item should become as much as 25% more than, or 25% less than the estimated or contemplated quantity for such items, then either party of this agreement upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 25% of the estimated quantity.

Any revised consideration is to be determined by agreement between the parties; otherwise by the terms of this Agreement, as provided under "EXTRA WORK".

A letter dated June 8, 1963 from the S. A. Construction Company, copy of same attached to these minutes, and being the firm heretofore awarded Contract No. 2 - Cedar Creek Dam was presented, and in substance requested extra payment for the over-run of 477,690 cubic yards of Core Trench Excavation at the rate of \$0.225 per cubic yard for a total amount of \$107,480.25. Following a detailed explanation by Mr. Leary Eeds, Consulting Engineer for the District, and upon his, and Mr. Ben Hickey, as General Manager of the District, recommendation that this amount was due the S. A. Construction Company,

Director Boggess, seconded by Director Hill, made the motion that the amount of \$107,480.25, as recommended by the engineers, and management for the District, upon proper execution of change or extra work order be paid. Upon a vote taken all Directors voted aye thereon and it was so ordered.

President Hogsett presented a letter dated June 10, 1963 from Markum & Brown Company, Contractors awarded Contract No. 5 - Cedar Creek Spillway Channel Levee. A copy of same being attached to these minutes. The letter in substance stated that because of the realignment of the Cedar Creek Spillway Discharge Channel, after the awarding of Contract No. Five; that by boring^s now completed, by the District, on the new alignment reflected 370,567 cubic yards of shale material within the channel excavation, that was not represented on original bid proposal, and that they (Markum & Brown Co.) did now request a Change Order be issued them covering a proposal for the additional shale item. Mr. Eeds explained in detail the circumstances requiring the change of alignment, and that the figure of 370,567 cubic yards of shale now to be excavated were figures arrived at by the District, and that he (Mr. Eeds) would recommend that Markum and Brown Company be issued a change order for the 370,567 cubic yards of shale. This was also recommended by Mr. Hickey, who stated that inasmuch as the letter from Markum & Brown Company stated that they would remove the shale for \$0.30 per cubic yard, the net additional price to be paid for the 370,567 cubic yard would be \$0.165 per cubic yard inasmuch as the Contract Bid Proposal for Contract No. Five reflected their bid of \$0.135, which subtracted from their offer of

\$0.30 would be \$0.165 additional.

Whereon Director Hill, seconded by Director Boggess, moved that a change order be issued Markum & Brown Company whereby the District would pay ^{an additional} \$0.165 per cubic yard for 370,567 cubic yard of shale to be removed from the Cedar Creek Spillway Channel excavation; whereon all Directors voted aye thereon.

4.

President Hogsett presented a letter dated June 10, 1963 from the Humble Pipeline Company, copy of same attached to these minutes, whereby they proposed, following conferences in District's office, to make all necessary alterations to their Gossett-Mildred Pipeline, due to the Cedar Creek Project, for the amount of \$1,735.00. Following a discussion and upon recommendation of Engineers, and the General Manager, of the District, Director Hill moved, seconded by Director Boggess, that the District pay the Humble Pipeline Company the amount of \$1,735.00 upon execution of proper instrument as prepared by general counsel for the District; whereon all Directors voted aye thereon and it was so ordered.

5.

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. 328 - A. G. Henry Estate, 54-11/100 acres more or less @ \$115.00 per acre.
- (b) Tract No. 26-A - J. W. Smothers - 1-39/100 acres more or less - Lump Sum \$200.00.

- (c) Tract No. 383 - Louisia Anderson - 20-31/100 acres more or less @ Lump Sum Settlement of \$2,738.75 which includes any damage due to the taking.
- (d) In presenting Tract No. 379 - Ada Neal - 20-64/100 acres, Mr. Hickey stated that this tract would be completely inundated, requiring that Mrs. Neal, a widow, would be required to move all of the improvements from the farm, and that the lump sum settlement did include all expense and damages to be suffered by Mrs. Neal.
- (e) Tract No. 378 - M. L. Neal - 20-52/100 acres more or less @ Lump Sum \$2,665.00 includes all damages due to the taking.
- (f) Tract No. 51 - Pearl Larsen et al - 3-83/100 acres + a 60 foot roadway (1-75/100) acres Lump Sum of \$600.00.
- (g) Tract No. 305 - E. O. Williamson - 25-87/100 acres more or less @ \$175.00 per acre.
- (h) Tract No. 83 - Riley Pirtle - 125-48/100 acres more or less @ \$125.00 per acre + \$6,274.00 for damages due to the taking.
- (i) Tract No. 345 - Jessie Williams - 1-80/100 acres more or less @ Lump Sum - \$80.00 for Easement.

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

- (a) Tract No. E-25 - H. E. Redden - Cedar Creek Pipeline Right-of-Way damages @ \$700.00.

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

was so ordered.

6.

President Hogsett stated that all things necessary under the laws governing the sale of land surplus to the needs of the District had now been complied with, and presented two (2) bid proposals for the purchase from the District of land located in Block 22 of Evans-Pearson-Westwood Addition to the City of Fort Worth, to-wit:

J. B. Moates @ \$6,566.99.

J. W. Smith @ \$6,501.00.

Following a discussion of the matter, and upon recommendation of Mr. Hickey, who also stated that the bids were in excess of the appraisal as made by Mr. H. H. Morse; Director Hill made the motion, seconded by Director Boggess, that the District sell the tract of land comprised of all or a portion of lots 8, 9, 10, 11, 12, 13, 18, 19, 20 and 21 of Block 22 of the Fields-Hillside Addition to the City of Fort Worth, Texas, and being more particularly described by a metes and bounds description as filed in District office, and consisting of 40,600 square feet more or less, to Mr. J. B. Moates for the amount of \$6,566.99. Said amount to be paid all in cash; or with a down payment of ten (10%) per cent with the balance to be paid in ten (10) equal consecutive annual installments, at an interest rate of six (6%) per cent per annum, payable annually as it accrues; upon a vote taken all Directors voted aye thereon and that counsel for the District prepare the necessary legal papers.

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7.

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

L. H. Brown

Secretary

W. L. Brown

President