

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD ON THE 16TH DAY OF APRIL, 1969 AT 10:00 A.M.

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

PRESENT

Joe B. Hogsett
Lacy Boggess
Wayne E. Newton
Clyde A. Penry
Edward R. Hudson

Also present were Messrs. John M. Scott, General Counsel for the
District, Simon Freese, Consulting Engineer for the District, and
Ben Hickey General Manager of the District.

Director Hogsett acted in his capacity as President, and
Director Newton 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 March 31, 1969 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 Hudson, seconded by Director Penry,
voucher-checks #6101 thru #6114, #6117 thru #6127 and #7050 thru
#7095 inclusive, Maintenance Fund; voucher-checks #2143 thru #2154,
inclusive, Construction Fund; voucher-checks #1715 thru #1738 inclusive,
Revenue Fund and voucher-check #278 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 as well. All Directors voted aye thereon.

3.

President Hogsett presented the following letter for consideration by the Directors, to wit:

*Board of Directors
Tarrant County Water Control and
Improvement District Number One
508 Throckmorton Building
Fort Worth, Texas 76102*

Gentlemen:

I have been in conference with our engineers and attorneys concerning the present status of the Eagle Mountain Spillway contract and our controversy with the Contractor. Herewith for your consideration is a report and recommendation which is concurred in by Freese, Nichols and Endress, and Brown, Herman, Scott, Young & Dean, per their concurrence attached hereto. In this report, when I use the term "we" it includes the engineers and attorneys so that you may understand that all facets of this report are included in the concurrence.

The Contractor, Whittle Construction Company and Associates, has offered to settle out its contract and claims for the sum of \$550,000.00 less previous payments of \$411,506.08, leaving \$138,493.92 to be paid the Contractor in cash. Also the District would have to agree to take over, as of May 1, 1969, the Contractor's sub-contracts for gates and guides, gate hoists, structural steel and sheet piling rental. As of July 31, 1968, the Contractor had earned under its contract the sum of \$484,124.80 of which \$411,506.08 has been paid the Contractor and \$72,618.72 is the 15% retention by the District. The proposed cash settlement of \$138,493.92 represents \$72,618.72 in payment for construction work performed by the Contractor and \$65,875.20 in settlement of claims by the Contractor in the amount of \$113,502.32 for certain expenses and costs incurred by the Contractor in connection with its contract since the Contractor shut the job down on February 22, 1968. The materials (gates, hoists and structural steel), covered by the sub-contracts which the District would have to take over in the

unpaid amount of \$311,500.00 can be utilized either in the completion of the spillway as originally planned, a side channel spillway at Eagle Mountain and/or the Bridgeport spillway.

We have agreed to look at the Contractor's contracts where cancellations or charges accrue against the Contractor and if we can use any of the materials involved in the cancellation charges we will take it over to the extent that it is useful and valuable to the Board. The Contractor agrees to go through with the settlement, however, if we don't take any of these items over.

The Contractor has a contract for rental of steel piling which has been driven around the morning glory shaft. We agree to take the piling over and pay the monthly rental beginning with our take-over.

Engineering and model studies have been made of a side channel spillway at Eagle Mountain in lieu of the morning glory type spillway which would have a capacity of 20,000 c.f.s. and which would be capable of passing the 1942 and 1957 floods without raising the lake above normal lake level at Elevation 649. (The 1942 and 1947 floods raised the lake level 10.9 ft. and 9.9 ft., respectively, above normal lake level). A side channel spillway with a capacity of 10,000 c.f.s. would have held the lake level to 3.0 ft. above normal lake or spillway level during the passage of the 1942 flood and would have held the 1957 flood at spillway level. The estimated cost of the side channel spillway with a capacity of 10,000 c.f.s. is \$1,812,044.00.

The estimated cost of completing the morning glory spillway by the "open cut" method is not less than \$2,963,465 which was the amount of the low bid by the open cut method (\$3,477,590) minus the value of the work performed by Whittle Construction Company and Associates (\$484,125).

By reason of the Contractor's present inability to complete the job by the tunnel method in a satisfactory manner, we recommend that the contract be terminated and settled on the basis set forth above. In order to more nearly stay within the funds allotted for the Eagle Mountain spillway, we recommend that the scope of the project be reduced by the construction of the side channel spillway with a capacity of 10,000 c.f.s.

If the Board agrees with this solution we will proceed to prepare formal papers for your approval and execution by the parties. We will then prepare new bid documents for the changed project.

Yours very truly,

/s/ Ben Hickey
Ben Hickey, General Manager

Concurred:

FREESE, NICHOLS AND ENDRESS

By /s/ S. W. Freese

BROWN, HERMAN, SCOTT, YOUNG & DEAN

By /s/ John M. Scott

Following the presentation of the letter, a lengthy detailed discussion was held regarding the outlined proposals included in the letter, Director Hudson made a motion that the District accept the above listed letter as recommended by Management, Consultants and Counsel for the District. Whereon Director Boggess seconded the motion and all Directors voted aye thereon.

4.

President Hogsett presented to the Directors the Monthly Financial Report regarding receipts and disbursements for Program "A", "B" and "D" and Cedar Creek Project, for the months of January and February, 1969 from the Auditor of the District, which was ordered accepted and placed in the District's Records.

5.

President Hogsett presented the following Resolution and recommended that it be adopted, to wit:

R E S O L U T I O N

Although our hearts are filled with sorrow, we are humbly grateful to have experienced the privilege of knowing and being associated with Marvin C. Nichols, who, for some forty years, served as Consultant Engineer for the Tarrant County Water Control and Improvement District Number One, and who departed this life on the 10th day of April, 1969. The full benefit of his presence and influence among his many friends will be a blessing and a sustaining monument to be viewed and enjoyed forever.

THEREFORE, BE IT RESOLVED, that we inscribe upon our records a lasting tribute to his memory in order that future generations may know and appreciate the devoted Christian character, the respected individual, the dedicated professional man, and the warm and vibrant personality that encompassed the life of our respected and esteemed friend.

BE IT FURTHER RESOLVED that the members of the Tarrant County Water Control and Improvement District Number One pause for a moment of silent prayer and thanksgiving for the privilege of having known and been associated with Marvin C. Nichols, and we respectively honor his memory, ability, knowledge, loyalty and dedication to our community.

BE IT FURTHER RESOLVED, that a copy of this Resolution be transmitted to the family of our deceased friend and associate, together with the assurance of our deep and sincere sympathy, and may our Heavenly Father console them in their moment of sorrow and protect and preserve the memory and gratitude we have for Marvin C. Nichols, deceased.

Following the reading of the above Resolution it was the unanamous opinion of the Directors, and their order, that a copy of the Resolution be properly prepared and handed to the family of Marvin C. Nichols, deceased.

6.

President Hogsett presented a request from the Fort Worth National Bank, Depository for the District, regarding the substitution of pledged securities as set forth in the Custodian Agreement between the District, Fort Worth National Bank and Bankers Trust Company; and following a review of the request Director Boggess, seconded by Director Penry, made the following Resolution:

"WHEREAS, The Fort Worth National Bank has qualified as the Depository for Tarrant County Water Control and Improvement District No. 1, and there are now pledged by it with the proper authorities of said District approved securities of the aggregate par value of \$500,000.00; and,

WHEREAS, the said Bank desires to exercise its right of making substitution of securities pledged by it and desires to withdraw the following securities:

4% U. S. Treasury Bonds due 2-15-70 \$500,000.00

and to substitute in lieu thereof these securities:

3 7/8% U. S. Treasury Bonds due 11-15-71 \$500,000.00

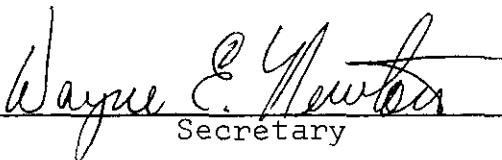
WHEREAS, the securities tendered by way of substitution meet with the requirements of the law:


NOW, THEREFORE, BE IT RESOLVED, that the securities tendered by way of substitution be, and they are hereby accepted and approved both as to kind and value, and there are hereby released to said Bank the above mentioned securities, which it desires to withdraw."

Upon a vote taken all Directors voted aye.

7.

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


Secretary


President