

MINUTES OF A REGULAR 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
16TH DAY OF DECEMBER, 1947, AT 1:00 P.M.

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

PRESENT

Joe B. Hogsett
Dan H. Priest
Gaylord J. Stone
W. L. Pier

ABSENT

Houston Hill

Also present were Sidney L. Samuels, General Attorney, and C. L.
McNair, General Manager.

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

1.

The Directors had previously received copies of the Min-
utes of a Regular Meeting held on November 17, 1947, at 2:00 P.M.
Having found no objections thereto, it was ordered that they be
approved, signed and placed of record.

2.

Attached to these Minutes as Exhibit "A" is a statement of
the financial condition of this District to which reference is made.
Exhibit "A" shows that interim voucher-checks #10977 to #10994, in-
clusive, for the total sum \$2,010.97 had been issued since the last
meeting; also proposed voucher-checks #10995 to #11000, inclusive,
and new series #1 to #15, inclusive, for the total sum \$450.24.

There was full consideration of the proposed voucher-checks and the data to support same, whereupon Director Priest moved, seconded by Director Stone, that the issued voucher-checks above listed be confirmed, and that the accounts payable be approved as covered by the proposed voucher-checks and that such checks be issued and delivered to the respective persons entitled to receive them. It was so ordered, subject to the usual audit.

3.

The monthly report of the Auditors, Pitner & Adams, for the month of November, 1947, was ordered received and filed.

4.

The written report dated December 16, 1947, of Mr. C. L. McNair, General Manager, for the month of November, 1947, was received, presented, and ordered filed as Exhibit "B" to these Minutes.

5.

Attention of the Board was directed to a cooperative agreement between the District and the Upper West-Fork Soil Conservation District of the State of Texas, by which soil conservation should be fostered and encouraged in respect to lands owned by the District, some of said lands being already under leasehold contracts. It was the sense of the Board that such an agreement be consummated between this District and the said Upper West-Fork Soil Conservation District whereby the two organizations would cooperate in a program to arrest soil erosion and increase the soil fertility on lands owned by the District.

It was thereupon ordered by the Board that the agreement

submitted by the Upper West-Fork Soil Conservation District should be accepted with the proviso that lands now under lease contract be excluded, and apply only to lands covered by leases in which the District had included soil conservation measures as a part of the lease contract. ALL members voted "aye" in this matter and it was adopted.

6.

Mr. McNair presented thirteen certain proposals for renewal lease of District lands for the year 1948, which he recommended for approval as follows:

<u>PROPOSAL OF</u>	<u>APPROXIMATE ACRES</u>	<u>TOTAL CONSIDERATION</u>
Mrs. Selma Courtney	109.86	\$ 200.00
W. R. Courtney	72.11	75.00
B. W. Eason	185.84	250.00
L. M. Holt	86.00	225.00
T. F. Lee	133.51	360.00
Frank Macias	0.20	25.00
W. S. Pugh	2.00	150.00
S. M. Seay	0.30	30.00
Sessions & Reynolds	176.86	325.00
E. L. Smith	448.43	700.00
Jack Smith, Jr.	0.50	30.00
C. C. Stamford	195.98	450.00
F. L. Summers	4.00	50.00

Upon consideration of each of the above lease proposals, Director Stone moved, seconded by Director Pier, that the said proposals be approved and closed in the usual manner, subject to payment of the agreed rentals and execution of written contracts

in the form required by the District; said contracts will contain a further provision under which the lessees take said lands subject to the right of the District to enter into arrangements for the prevention of soil erosion and conservation of the life giving and producing properties of such lands; and the additional provision that the lessees, in such leases, shall be required to cooperate in the accomplishment of such program. Such lease contracts shall further stipulate that the District reserves the right to lease any part or all of the leased premises for oil and gas, but to interfere as little as practicable, under the circumstances, with the right of uses of such premises by lessees.

Mr. McNair also presented renewal lease proposals of,

- | | | |
|------------------|---------------|----------|
| (a) W. A. Nelson | 1117.41 acres | \$550.00 |
| (b) C. R. Halman | 1208.67 acres | 460.00 |

He stated that while these gentlemen requested renewal leases for three-year periods, he would recommend that a renewal lease for the year 1948 be approved with option of renewal for each of the years 1949 and 1950, provided soil conservation plan is complied with.

Upon consideration of this matter, it was the sense of the Directors that the recommendation of Mr. McNair be approved. It was so ordered.

Mr. McNair then presented two lease proposals, as follows:

(a) One from G. E. Splawn for renewal of his lease on 99.54 acres of land for \$125.00.

(b) One from W. B. Randolph in which he proposed to pay \$75.00 for the land to the west of his house (now under lease to Mr. Splawn) and \$125.00 for the balance of the land.

After careful consideration of the proposals, it was the sense of the Directors that in view of the fact that Mr. Splawn had

been leasing the tract of land for a continuous period of more than ten years, and has been a satisfactory tenant, that Mr. Splawn's lease proposal for the year 1948 be accepted and closed in the usual manner, subject to the payment of the agreed rentals and execution of written contract in the form required by the District.

The proposal of Eugene Ashe for renewal of his lease for the year 1948 was held in abeyance, for later action by the Board.

7.

There came up for consideration the sale of approximately 148 acres of land, more or less, situated in Wise County, Texas, forming margins to the Bridgeport Lake, which tract is known as the Liles Heirs Tracts Nos. 9 and 10. It was made to appear to the Board that this property had been advertised in the manner prescribed by law and that bids had been invited for the purchase of said tracts. In response to said advertisement there was but one bid and that bid was made by the North Texas Methodist Conference, acting through V. E. Baldrige, Chairman of the Committee, and by Earl E. Frost, J. W. Lewis, W. H. Hutcheson, E. W. Jones, and Dale Eales, members of the committee, which bid proposed to pay for said property the sum of \$50.00 per acre cash, the total acreage to be computed by actual survey of the premises.

On motion of Director Pier, seconded by Director Stone, such bid was accepted by the District and the General Manager, assisted by the General Attorney, was authorized and instructed to prepare a proper deed of conveyance with such restrictions, terms and also reservations of mineral rights on the part of the District as would be deemed appropriate. The motion was unanimously carried and adopted, all the members voting "aye" thereon.

8.

Sidney L. Samuels, General Attorney of the Board, then made report to the Board concerning the suit of W. C. Putman against the District, pending in the 48th District Court of Tarrant County, Texas, and numbered 40081-A on the docket of said court.

The General Attorney reported that Putman owned a tract of land in Tarrant County, Texas, in excess of 700 acres laid out in pasture and farm and used for the raising of garden stuff, cotton, corn and other cultivated crops. Further, that in the spring and summer of 1941, and again in the spring and early summer of the year 1942, water impounded in Eagle Mountain Lake rose to a point where it backed upon and flooded about 75 acres of plaintiff's land. It was further claimed by Putman that as a result of the water thus impounded, Indian Creek, which flowed through the land of Putman, was filled and overflowed and that the land surrounding the creek was submerged and remained inundated during the periods of time above mentioned. The plaintiff claimed damages in the sum of \$10,000.00, with interest from the date of the overflow. The suit was filed April 1, 1943, in the District Court.

The General Attorney further reported that in this suit Putman sought to recover for the loss of gravel that was imbedded in the channel of the creek, but that such claim was untenable because the creek measured more than thirty feet wide and was, therefore, a navigable stream under the laws of the State of Texas, by reason of which the gravel belonged to the state of Texas and not to Putman; and that when this was pointed out to counsel for

Putman, it was finally agreed that Putman would accept \$2,500.00 in full satisfaction of his claim and in full of all damages that might accrue in the future from that source. The settlement of the claim on that basis was recommended by the General Attorney in which position he was supported by Mr. McNair, the General Manager.

On motion of Director Priest, seconded by Director Stone, the claim was ordered settled by the payment of \$2,500.00, and that voucher be drawn therefor and that same be delivered to the General Attorney for final closing of the matter. The motion was unanimously adopted, all the Directors present voting "aye" thereon.

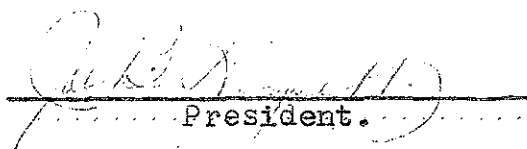
9.

On motion of Director Stone, seconded by Director Pier, the matter of executing a lease to the Federal Government of the property which heretofore had been condemned by the Federal Government in the United States District Court at Fort Worth in Cause Civil #432, entitled "United states of America vs. Certain Parcels of Land, Situate in Tarrant County, Texas, and William Fleming, et al.", involving Tract No. 16, embracing approximately 535.84 acres in the vicinity of Eagle Mountain Lake, should be taken up, considered and disposed of. The matter was then discussed by the members of the Board and it was considered expedient to make such lease with appropriate terms and conditions so that the full fee simple title to the tract should be revested in the District free and acquit of any claim to such title by the United States Government.

The General Attorney, assisted by the General Manager, was instructed to prepare such lease to be tendered to the Federal Government, embracing such terms and conditions as might be deemed appropriate and that the annual rental for such property for the use by the Federal Government should be fixed at \$1,200.00 per year for the first five years, and thereafter at the rate of \$1,800.00 per year; and that such lease in terms run from year to year with renewal privilege to the Federal Government, but that the sum total of such lease in point of years not to exceed altogether the period of twenty years from the date of the instrument of lease. All such rents to be paid in advance from year to year during the term. The motion having been heard and canvassed, it was unanimously adopted, all the Directors voting "aye" thereon.

10.

There being no further business before the Board, adjournment was had.



President.



Secretary.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

VOUCHER-CHECKS ISSUED NOVEMBER 29, 1947, #10977 TO #10994, INCLUSIVE.

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>AMOUNT</u>
10977	Sidney L. Samuels	(Legal Services as General) (Attorney, November, 1947.)	\$ 300.00
10978	C. L. McNair	(Salary, November, 1947 \$500.00) (Less: Withholding Tax <u>49.20</u>)	450.80
10979	E. B. Cheatham	(Salary, November, 1947 \$300.00) (Less: Withholding Tax <u>35.80</u>)	264.20
10980	Myrtle Hartmeister	(Salary, November, 1947 \$160.00) (Less: Withholding Tax <u>19.80</u>)	140.20
10981	B. W. Bintliff	(Salary, November, 1947 \$200.00) (Less: Withholding Tax <u>18.70</u>)	181.30
10982	Will Massingill	(Salary November, 1947 \$150.00) (Less: Withholding Tax <u>None</u>)	150.00
10983	W. H. Hutcheson	(Salary, November, 1947 \$150.00) (Less: Withholding Tax <u>9.80</u>)	140.20
10984	Texas Power & Light Company	Electric Service, B. P. Dam	8.02
10985	The southwestern Bell Tel. Co.	(Phone Service 3-2848 from) (11-11-47 to 12-10-47.)	10.25
10986	Texas Electric Service Co.	((Electric Service for (Eagle Mountain Dam \$9.11) (Electric Service for (E. M. Range Lights \$6.44) (Less: C/R overbilling <u>4.00</u> 2.44)	11.55
10987	B. W. Bintliff, Jr.,	(Labor: November, 1947) (Construction Camphouse) (at Bridgeport \$31.20) (Miscellaneous Labor) (at Eagle Mountain . . <u>20.80</u>) (\$52.00) (Less: Withholding Tax <u>6.00</u>)	46.00
10988	Harve Morrow	(Labor at B. P. November, 1947) (Camphouse construction \$55.20) (Miscellaneous Labor <u>13.20</u>) (\$68.40) (Less: Withholding Tax <u>4.00</u>)	64.40
10989	Foy Eudaly	(Labor at Bridgeport, Camp-) (house construction, Nov. 1947) (. \$ 52.00) (Less: Withholding Tax <u>None</u>)	52.00
10990	F. L. Hobbs	(Labor at Bridgeport, November,) (1947. Camphouse construction) (. \$ 18.75) (Less: Withholding Tax <u>None</u>)	18.75
10991	Joe B. Hogsett	Director's Fees, November, 1947	10.00
10992	Houston Hill	Director's Fees, November, 1947	10.00
10993	Dan H. Priest	Director's Fees, November, 1947	10.00
10994	Continental National Bank, Fort Worth, Texas.	Deposit Withholding Tax	<u>143.30</u>
T O T A L			\$ 2,010.97

DISTRIBUTION OF VOUCHER-CHECKS #10977 TO #10994, INCLUSIVE.

Directors		\$	30.00
Legal			300.00
General Manager			500.00
Office			470.25

EAGLE MOUNTAIN LAKE:

Custodian's Salary		\$200.00	
Assistant Custodian's Salary		150.00	
Electricity (Custodian's Residence	\$ 9.11		
(Range Lights	<u>2.44</u>	11.55	
Labor		<u>20.80</u>	382.35

LAKE BRIDGEPORT:

Custodian's Salary		150.00	
Electricity Service		8.02	
Camphouse construction		157.15	
Labor		<u>13.20</u>	<u>328.37</u>

T O T A L \$ 2,010.97

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

VOUCHER-CHECKS #10995 TO #11000, INCLUSIVE.

AND NEW SERIES #1 TO #15, INCLUSIVE.

<u>NO.</u>	<u>I S S U E D</u>	<u>T O</u>	<u>C O V E R I N G</u>	<u>AMOUNT</u>
10995	Danciger Building		Office Rent for December, 1947	\$75.00
10996	The Southwestern Bell Tel. Company		(Phone Service L. W. 44) (11-21-47 to 12-20-47.)	7.50
10997	Wagner Paint Company		(Paint Supplies for Custodians house at Eagle) (Mountain Dam.)	24.89
10998	Frank Kent Motor Company		(1 gallon Antifreeze) (Chevrolet Sedan.)	2.65
10999	Jones Hardware		Misc. Supplies, B. P.	1.70
11000	Gary-Nees Company		(Materials for camphouse) (at Bridgeport.)	21.94
1	Rex H. Bird Motor Company		(Oil & Gas Chev. Sedan) (. \$11.73) (Battery charge Well) (house Motor. 50) (1 Fuse-Pickup Truck .10)	12.33
2	Tom Anglin Radiator Works		(Cleaning & Repairing) (Ford Pickup Radiator, E.M.)	14.60
3	Goodyear Service Stores		Oil & Gas Chevrolet Sedan	15.18
4	Owen T. Funk		(Engineering Services) (November, 1947.)	129.66
5	Vogt & Risky Construction Company		(Cutting and welding steel) (poles, E. M. Navigation) (lights.)	24.00
6	Stafford-Lowdon Company		Misc. Office Supplies	9.45
7	Tri-County Elec. Cooperative, Inc.		(Electricity 10-20-47 to) (11-20-47, E. M. Range) (Lights.)	4.00

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #10995 TO #11000, INCLUSIVE.

AND NEW SERIES #1 TO #15, INCLUSIVE. Cont.

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>AMOUNT</u>
8	The Fort Worth Press	(Publication 11-25-47 and 12-2-) (47, "Notice of Sale of Land")	\$ 9.80
9	The Fort Worth Star-Telegram	(Publication 11-25-47 and 12-2) (47, "Notice of sale of Land.")	6.72
10	Magnolia Petroleum Company	(Oil & Gas, E. M.) (Boat \$15.50) (Truck 23.72 \$ 39.22) (Bridgeport:) (Truck \$15.89 15.89)	55.11
11	Fort Worth Typewriter Exchange	(One box carbon paper \$ 3.50) (One Typewriter Ribbon 1.50)	5.00
12	The Southwestern States Tel. Co.	Phone Service, B. P. Dam	6.90
13	Texas Power & Light Company	Electric service, B. P. Dam	8.16
14	J. Edwin McKee, Acting Postmaster.	200 Three-Cent Postage Stamps	6.00
15	C. L. McNair	(Reimbursement for moneys ex-) (pended by him 11-14-47 to) (12-15-47 for account of the) (District.)	9.65
T O T A L			\$ 450.24

DISTRIBUTION OF VOUCHER-CHECKS #10995 TO #11000, INCLUSIVE,

AND NEW SERIES #1 TO #15, INCLUSIVE.

General Manager		\$ 39.21
Office		95.45
Engineering Services		129.66
Advertising Sale of Land		16.52
<u>EAGLE MOUNTAIN LAKE:</u>		
Phone Service	\$ 7.50	
Repairs for Custodian's Residence	24.89	
Repairs Ford Pickup Truck Radiator	14.60	
Aid to Navigation Lights	24.00	
Electricity, E. M. Range Lights	4.00	
Oil and Gas(Boat \$15.50		
(Truck 23.72	39.22	114.21
<u>LAKE BRIDGEPORT:</u>		
Miscellaneous Supplies	\$ 2.30	
Oil and Gas-Truck	15.89	
Phone Service	6.90	
Electric Service	8.16	
Materials for construction of camphouse	21.94	55.19
T O T A L \$ 450.24		

CONDITION OF FUNDS.

	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE: November 17, 1947 Cash	\$ 79,439.46	\$123,035.53
Boat Licenses	13.00	--- --
Duck Blind Licenses	5.00	--- --
Miscellaneous	.85	--- --
Interest on Investments	---	---
	\$ 79,458.31	1,250.00
Less: Disbursed by Vo-cks. #10977 to #19994, Inclusive	2,010.97	---
	\$ 77,447.34	\$124,285.53
Less: Disbursed by Vo-cks #10995 to #11000, Inclusive and New Series #1 to #15, Inclusive.	450.24	---
BOOK BALANCE: December 16, 1947, Cash	\$ 76,997.10	\$124,285.53

NOTE: The Interest and Sinking Fund has \$200,000.00 invested in United States Government Bonds.

BOARD OF DIRECTORS

JOE B. HOGSETT, PRES.
HOUSTON HILL, VICE-PRES.
DAN H. PRIEST, SEC'Y
GAYLORD J. STONE
W. L. PIER

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

DANCIGER BUILDING - COR. 5TH AND THROCKMORTON STS.

PHONE 3-2848

FORT WORTH 2, TEXAS.

SIDNEY L. SAMUELS,
GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

ED. B. CHEATHAM,
OFFICE MANAGER

December 16, 1947.

EXHIBIT "B" TO
MINUTES DECEMBER 16,
1947, AT 1:00 PM.

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

REPORT FOR NOVEMBER, 1947.

Gentlemen:

On November 4th, an inspection of sanitary conditions on the East side of Eagle Mountain Lake was made by the following: Mr. George Williams County Sanitarian, Mr. J. I. Burgess, Land owner, Mr. B. W. Bintliff and myself, representing the District, and Mr. Ambrose, Chairman of the Eagle Mountain Lake Civic League. It was agreed to abandon and clean up a temporary dumping ground near the lake and begin using a tract of land east of the county road furnished by Mr. Burgess, provided the Civic League could work out an agreement with the County to properly maintain the premises and release Mr. Burgess from any responsibility of damage suits that might arise from fires started on the dumping ground.

An oil test well is being drilled, approximately two miles north of the District's property, on the Manning Tract in Wise County. Considerable interest is being displayed in leasing. Offers of \$500.00 per acre. has been made for acreage near the test well.

By request of the Rock Island Railway Company, we have released water from Bridgeport Lake sufficient to raise the level in Eagle Mountain Lake to the intake at their Newark pump station. I requested the Railroad to remedy the situation at their pump plant so that in the future they would not be inconvenienced by a below normal lake level.

A part of the Liles Estate land adjoining Bridgeport Lake has been advertised for sale.

Cooperation of all employees is commendable.

Respectfully,

C. L. McNair

C. L. McNair, General Manager.