

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 13TH DAY OF DECEMBER, 1950, 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  
Gaylord J. Stone  
W. L. Pier

Also present were Sidney L. Samuels, General Attorney for the District  
and C. L. McNair, General Manager of the District.

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

1.

Mr. Hogsett, the President, in submitting to the Board  
of Directors matters that were to come before the meeting, announced  
to the Board that the first and primary matter for consideration by  
the Board consisted in the indemnity agreement prepared by the Board  
of Federal Army Engineers which the District was urged to execute and  
which had been under discussion for several weeks between the attorneys  
of the District on the one hand and the counsel for the Board of Army  
Engineers on the other.

Mr. Hogsett as President then invited Sidney L. Samuels,  
General Counsel of the District, to present the legal phases of the  
subject to the Board to enable the Board fully to comprehend what was  
involved in the indemnity agreement, the legality of same and just

what legal consequences might proceed from the acceptance of the agreement and the execution of same by the Board of Directors on behalf of the District.

In response to this request, the Counsel for the District proceeded to give a brief outline of the agreement. He, Sidney L. Samuels, stated that the work of improvement of the levees and floodways in and about Fort Worth on the part of the Federal Army Engineers was authorized by Act of Congress, approved March 2, 1945, by virtue of Public Law No. 14, Chapter 19, 79th Congress, First Session 59, Stat. 18, substantially in accordance with plans set out in House Document 403, 77th Congress, First Session, and in accordance with the plans set forth in the Definite Project Report on the Fort Worth floodway as approved by the Chief of the Engineers of the Federal Government on the 14th day of March, 1950. This Act of Congress, Mr. Samuels remarked, is set forth in Section 701 (c), Page 211, 1949 Pocket Supplement, under the heading of Navigation and Navigable Waters, in Title 33, U.S. Code Annotated. Continuing, he, the Counsel of the District, stated that under the terms of the Act, there is required that local interests permit the modification of the levees and floodways in the performance of the work by the Army Engineers, and among other things, give assurance satisfactory to the Secretary of the Army that such local interests (by which is meant in the present instance the Tarrant County Water Control and Improvement District No. 1) will hold and save the United States free of damage that might result from the construction and operation of such improvements. Pursuant to such Act of Congress, under which Congress appropriated \$500,000.00 from

the Federal Treasury for the purpose of making such improvements in aid of the general plan of flood protection, it was required that after such works had been constructed by the Army Engineers, such improvements should be maintained and operated in accordance with regulations prescribed by the Secretary of the Army. Mr. Samuels then related the discussions that had taken place between the Board of Army Engineers and their Counsel, and Sidney L. Samuels, Counsel for the District, and that it was pointed out by the Army Engineers that such regulations had no reference whatsoever to the operation or maintenance of Eagle Mountain Lake or Lake Bridgeport, but related purely and exclusively to that feature of the work performed by the Army Engineers and that alone; and, moreover, that such regulations if and when prescribed, would not take effect or in any manner be promulgated until the Trinity River had been made navigable for ships of draft, in which event, the Secretary of the Army might, under such conditions, prescribe regulations of the navigable waters of the river in common with all other navigable streams which form a link in interstate transportation. In this interpretation he, Mr. Samuels, concurred. Mr. Samuels further stated that the language of this provision was confined entirely to that feature of the work performed under the authority of the Army Engineers and that such work did not affect or in any wise relate to the management or operation of the dams and reservoirs in the channel of the West Fork of the Trinity River constructed and operated by the District, or in the management, control or operation of Eagle Mountain Lake and Lake Bridgeport and the works appurtenant thereto.

After concluding such commentary concerning that feature of the agreement, Mr. Samuels then touched upon the further provision in said indemnity agreement which was to the effect that the District would give assurance to hold and save the United States free from damages due to said construction work performed by the Army Engineers. Mr. Samuels explained that such provision related to the diversion of waters by reason of construction of said works such as the overflow or spread of waters from that part of the Trinity River to adjacent lands of private owners. Mr. Samuels added that inasmuch as when such works are completed they become properties of the District, such provision in the document does no more than define a status which would exist without such an agreement. Furthermore, that such an instrument is not an admission of liability by the District.

Mr. Samuels gave it as his opinion that this requirement did not create liability or superadd liability to the District that would not ordinarily exist in the absence of such requirement. In other words, that if liability to the District existed, it would be a liability quite independent of the indemnity agreement.

Mr. Samuels gave it as his opinion that in signing this agreement the District was not taking upon itself any other burden than if the District itself was engaged in the performance of the construction of such works and that therefore, the Directors themselves in executing such agreement were not subjecting themselves to individual liability.

At the conclusion of this explanation and advice by Mr. Samuels, Director Stone moved, seconded by Director Pier, that such agree-

ment should be executed by the Directors for and on behalf of the District (a copy thereof to be kept in the archives of the District) and the motion having been put to a vote, same was unanimously adopted, each and all the Directors voting "aye" thereon. After the passage of such motion, in accordance with the same, each and all the Directors on behalf of the District executed the agreement as of this date and the General Counsel of the District was instructed to deliver the signed instrument to the Board of Army Engineers at their offices in the Texas and Pacific Building in the City of Fort Worth, Texas.

2.

The attention of the Board was called to the territorial boundaries of the District and that such boundaries should be placed of record in the Deed Records of Tarrant County, Texas, in the office of the County Clerk. Thereupon, Director Hill moved, and Director Pier seconded the motion, that the office manager, Mr. Ed B. Cheatham, file with the County Clerk of Tarrant County, Texas, the official boundaries of the District to be recorded by the clerk in the deed records of Tarrant County, Texas, and that a voucher be drawn payable to the order of Melvin Faulk, County Clerk, for the payment of the fees for recording the same. The motion having been placed before the Board, all the Directors voted "aye" thereon, and it was so ordered.

3.

There came before the Board for consideration the matter of work that had been performed by several of the employees of the District during the period that followed the flood in May, 1949, which work lay outside the scope of the duties for which such employees had been engaged. For the most part, the crisis growing up

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from the flood conditions and the effort to provide against a recurrence of such disaster necessitated coordination of activities between the District, civic organizations of the City of Fort Worth, and of outlying suburbs and various other governmental agencies. This form of extra service engaged time and skill of Sidney L. Samuels, General Counsel of the District, Ed B. Cheatham, Office Manager of the District, and also service, extra in its nature, performed by Myrtle Hartmeister, stenographer and office secretary. Such matters having been canvassed and discussed by the Board, it was the unanimous opinion of the Board that each one of the persons named should be rewarded by additional remuneration. Following this discussion and conclusion, Director Hill moved, seconded by Director Stone, that there should be paid to Sidney L. Samuels, Attorney for the District, \$2,500.00 in addition to his regular retainer, that there should be paid to Ed B. Cheatham, Office Manager of the District, \$1,000.00 in addition to his regular salary, and that there should be paid to Myrtle Hartmeister \$500.00 for such extra service in addition to her regular wage.

The foregoing motion having been put to the Board, the same was unanimously carried, each and all the Directors voting "aye" thereon and it was so ordered and that vouchers be now drawn to cover such payment.

Having disposed of this matter, the Board proceeded to consider the matter of salaries to be paid to the General Counsel, Sidney L. Samuels; C. L. McNair, the General Manager of the District; the Office Manager, Ed B. Cheatham; and the stenographer and office

secretary, Myrtle Hartmeister; and also B.W.Bintliff, Custodian of Eagle Mountain Lake; W. J. Massingill, Assistant Custodian of Eagle Mountain Lake and W. H. Hutcheson, Custodian of Lake Bridgeport.

It appearing to the Board that the cost of living had greatly increased over the preceding years and that it was just and proper that the District should be mindful of this fact in arranging compensation to its employees in the months to follow, it was then moved by Director Stone, seconded by Director Hill, that the following salaries or wage should be established for the persons hereinafter named, now in the employ of the District and that the same should be effective beginning December 1, 1950:

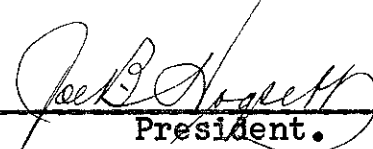
C. L. McNair	\$ 750.00 per month
Ed B. Cheatham	450.00 per month
Myrtle Hartmeister	225.00 per month
B.W.Bintliff	250.00 per month
W. J. Massingill	200.00 per month
W. H. Hutcheson	200.00 per month

and further that the annual retainer to be paid to Sidney L. Samuels as General Counsel of the District for services as legal advisor and counsel of the Board of Directors and of the District should be increased to \$500.00 per month beginning December 1, 1950.

The President then submitted such motion to the Board and the Board, in response to such submission voted each and every member thereof for such motion, and the President declared that such increases of wage and salaries had been adopted, and it was so ordered.

4.

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

  
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President.

  
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Secretary.

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