

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 28TH DAY OF MARCH, 1952, AT 2:00 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 Sidney L. Samuels, General Counsel, Marvin C. Nichols
of the Engineering Firm of Freese and Nichols, Consulting Engineers
of 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.

President Hogsett reported that in order to have funds
available in the District's Construction Fund, with which to pay con-
tractors' estimates, land purchases and easements needed in the flood
control program, he had on yesterday, March 27, 1952, sold and del-
ivered to the Fort Worth National Bank of Fort Worth, Texas,
\$400,000.00 United States Treasury Bills, dated February 7, 1952,
maturity May 8, 1952, owned by the Construction Fund, for \$99.843667,
for which he had received \$399,374.67, the said amount was by him
immediately deposited in the District's Construction Fund in the
Continental National Bank of Fort Worth, the District's Statutory
Depostary.

The United States Treasury Bills which were withdrawn by him from the Trust Department of the Fort Worth National Bank were Nos. 1010718; 1010719; 1010720 and 1010721, each in denomination \$100,000.00, which leaves a balance of \$3,000,000.00 United States Treasury Bills, belonging to the District's Construction Fund, in the Safekeeping Department of the Fort Worth National Bank, as shown by their Trust Receipt SK No. B47293.

It was the sense of the Directors that the action taken by President Hogsett concerning the above matter be ratified and confirmed. It was so ordered.

2.

Mr. Hogsett called up again for discussion the matter of the proposed contract between Texas Electric Service Company on the one hand, and the District on the other, with regard to the various features of the contract and draft of same having heretofore been tendered for the consideration of the Board by the Texas Electric Service Company.

The discussion, for the most part, revolved around the length of time for which the contract sought by the company should endure, inasmuch as the company had asked for a fixed period of Fifty (50) years, with an option to renew for a further period of fifty (50) years. Some members of the Board expressed the idea that the utmost period of time (100 years, counting the first and second periods together) should be divided into lesser periods with the privilege to renew for a further period at the expiration of each period set out in the contract. This discussion, to a degree, grew out of the observation of Sidney L. Samuels, Counsel for the District, who

asserted that in his investigation of the authorities governing matters of that nature, that thirty-five years was the longest unbroken time in which it would appear that a municipality had granted a contract to companies supplying water to a municipality for domestic use. Counsel further stated that such contracts were not identical with the contract before the Board, but always in such cases the question was one largely of public policy.

Counsel further expressed the idea that the power to be exercised by the Board of Directors of this District in this particular contract was contractual rather than legislative.

Discussion was also had about the water rate to be charged the company over the entire period of time, and whether it would be more advisable to leave this particular feature flexible and let it be determined as each new period begins to a spirit of mutual adjustment. The matter, too, of protecting the waters of Eagle Mountain Lake against contamination or pollution came up for discussion. Attention was drawn to the provision of an Ordinance of the District in which regulations were laid down in the uses of the water for industrial and other purposes. It was substantially agreed that specific reference should be made in the contract when drawn to this sanitary ordinance above mentioned, and thus make the ordinance by reference a part of the contract itself. Then, again, came up the question of easements which the company sought over the property of the District in the establishment of its facilities and in the operation of same, and it was the consensus of the Board that such easements should be more particularly defined and delineated than as appeared in the contract as tendered by the company.

The Directors also discussed the question embraced in the contract of the right of cancellation on the part of the company after the works had been constructed. The Directors were in concert in agreeing in principle that some form of penalty should be exacted in that aspect of the matter, that is to say, that if such abandonment should occur after the works had been constructed by the Company or the company should then cancel or seek to cancel its contract, that it should pay something like a fair compensation to the District for the unexpired part of the period after the abandonment or cancellation had taken place.

After an extended discussion of the foregoing and various features of the agreement, following many questions of law propounded to the Counsel, and the application of such ideas to the contract, it was resolved by the Board that a further consultation should take place between Mr. Marvin C. Nichols, of Freese and Nichols, Consulting Engineers of the District, joined with the Counsel of the District, on the one hand, and Mr. Beeman Fisher and Mr. George Bean, representing the Texas Electric Service Company, on the other, and that when such consultation shall have taken place and there is something like a meeting of the minds on the subject between the above named parties, a report thereon should be made by the Engineer and Counsel of the District, to the Board of Directors at a further meeting.

3.

There was presented to the meeting an official communication from the Town of Westover Hills, an incorporated town immediately adjacent and contiguous to the City of Fort Worth, addressed to Mr. Hogsett, President of the Board of Directors, signed by Honorable

W. Ridley Wheeler, Mayor of the Town of Westover Hills, in which said town requested of the District use of water for domestic consumption by its inhabitants, and in the request stated that it was anticipated that a maximum future demand would require 100 million gallons or an average day consumption of 2.75 million gallons. The Board somewhat looked askance at this calculation, and remarked that if in the average day, consumption amounted to 2.75 million gallons, the annual consumption would far exceed the maximum named by the Mayor in his communication to the Board.

The letter is made a part of these minutes in folio, so that its contents may be apparent. It was resolved by the Board that the request from the Town of Westover Hills be referred to Mr. McNair, General Manager, and to Mr. Marvin C. Nichols, of the Engineering Firm of Freese and Nichols, for a joint report with such recommendations as it was deemed expedient to make on the request above mentioned.

4.

There was presented to the Board a written communication from Mr. Elton M. Hyder of the Law Firm of Hyder and Honts, dated March 26, 1952. The writer of the letter expressed fear that when the river reaches a narrow part of the crooked channel it will naturally back up and create a lake of water. The letter concluded by saying, that a reply was requested in which the District should state what action in regard to the channel would be taken and further that the writer would like to have some assurance about Sycamore Creek, inasmuch as the writer contended that nothing had

been done south of East Lancaster to increase the flow of water.

It was the comment of the Board and of Mr. Nichols, the Engineer, that the matters discussed by Mr. Hyder were not embraced in the program of flood control known as Program B, and that money was not available by the District for engaging in the work of protection required by Mr. Hyder.

It was resolved by the Board that Mr. Nichols answer the communication and that a copy of the reply be placed before the Board at the next meeting.

5.

Counsel for the District then placed before the meeting an official communication dated March 25, 1952, on the letterhead of Department of the Navy, Bureau of Yards and Docks, Washington, D.C. The letter was executed by C.E. Spellman, Commander (CEC) USN, Director Property Administration Division, by Direction of Chief of Bureau. The letter stated that the Department of the Air Force had recently asked the Navy for permission to use Eagle Mountain Lake for water landing of amphibious type aircraft. The letter then continued that the United States Air Force had been advised that Eagle Mountain Lake is the property of Tarrant County Water Control and Improvement District Number One, and that the Navy had no objection to the proposed use by the Air Force, but was of the opinion that such usage should be a matter of agreement between the Air Force and the officials of the District.

It was ordered that such communication be filed among the papers of the District.

6.

There was presented to the Board a communication from Uel Stephens, Director of Fort Worth Water Department, dated March 25, 1952, concerning Project 1952-1533, E. First Street 24" River Crossing.

The effect of the letter, which was addressed to Mr. Joe B. Hogsett, President of the Board, was that on March 19, 1952, the City Council of the City of Fort Worth concurred in the action of the District in awarding a contract to the Bruce Construction Company of Fort Worth, for \$25,020.00 covering the installation of a 24" water main across the revised channel of the Trinity River in the vicinity of East First Street, and that the City Council of the City of Fort Worth agreed to participate in the total cost which is now estimated to be \$43,083.57, on an equal basis with the District. Further it was stated in the communication that the expenditure of the Water Department funds not to exceed \$21,541.78 was approved by the City Council as the cost of the City's part of the total project cost. It was further provided by the city that additional costs are not to be incurred unless both the city and the district approve the expenditure before the obligation is incurred. It was ordered that this letter be filed with the papers and the contract of the Bruce Construction Company, and that copy of this letter be attached to these minutes.

7.

On motion of Director Hill, seconded by Director Pier, the action of the Board heretofore taken in authorizing the purchase of a platform trailer and accessories from R.B. George Equipment Company be ratified and that the voucher-check for \$2,194.82 heretofore authorized to be drawn and transmitted on March 26, 1952, be

in all things confirmed.

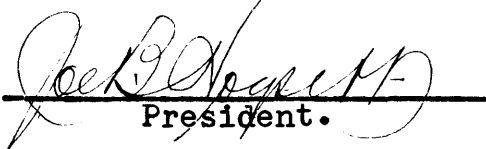
There was also placed before the Board the invoice of General Electric Company, dated March 3, 1952, concerning the purchase of mobile combination two-way radio, at the price of \$530.00. On motion of Director Hill, seconded by Director Pier, it was ordered that the purchase be consummated, and that the voucher-check for \$530.00 be drawn and transmitted to the said General Electric Company in payment of the invoice. All the Directors voted "aye" thereon.

8.

The monthly reports of the Auditors, Pitner and Adams, for the months of January and February, 1952, were ordered received and filed.

9.

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



President.



Secretary.

Town of Westover Hills

Fort Worth, Texas

March 21, 1952

To be attached to minutes
of March 28, 1952. at 2:00 PM

MAR 24 1952

Mr. Joe B. Hogsett, President
Tarrant County W. C. I. D. #1
1810 W. T. Waggoner Bldg.
Fort Worth, Texas

Dear Mr. Hogsett:

We are having a report prepared which anticipates an estimate of the present and future demand of water for the Town of Westover Hills, Tarrant County, Texas.

We anticipate a maximum future annual demand of 100 million gallons or an average day consumption of 2.75 million gallons.

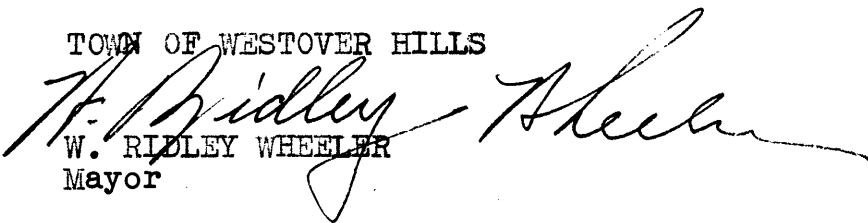
We are making a request of you for an allocation of water from the West Fork of the Trinity River at an approximate location which is 2,000 feet South of where Athenia Lane would intersect the River if it were extended to the River.

Our Engineers recommend that in our negotiations with the Water Board for the purchase of water from the Trinity River that we request an annual total of 220 million gallons and a maximum day's withdrawal from the River of 2.0 million gallons as our ultimate future requirements. Our requirements for the immediate future through the next 5 years not to exceed the annual total of 150 million gallons and the maximum day not to exceed 1.5 million gallons.

We would appreciate your advising us if it is possible for us to obtain this water from the Trinity River at this location and what the charges per thousand gallons might be. If you deem it advisable we would be pleased to come before your Board.

Yours very Truly,

TOWN OF WESTOVER HILLS


W. RIDLEY WHEELER
Mayor

CITY OF FORT WORTH
TEXAS
MARCH 25, 1952

Copy
To be attached to minutes of
March 28, 1952, at 2:00 PM.

City Water Dept.
Uel Stephens, Director
P. O. Box 870

RE: Project 1952-1533
E. First Street
24" River Crossing

Mr. Joe B. Hogsett, President
Tarrant County Water Control
& Impvt. District # 1
Danciger Building
Fort Worth, Texas

Dear Mr. Hogsett:

On March 19th the City Council concurred in the Tarrant County Water Control and I. D. # 1 award of a contract to the Bruce Construction Co. of Fort Worth for \$25,020.00 covering the installation of a 24" water main across the revised channel of the Trinity River in the vicinity of East 1st Street and agreed to participate in the total project cost which is now estimated to be \$43,083.58 on an equal basis with the District. The expenditure of Water Department funds not to exceed \$21,541.78 was approved as the cost of the City's part of the total project cost. Additional costs are not to be incurred unless both the City and the District approve the additional expenditure before the obligation is incurred.

The above appears in the minutes of the City Council meeting for March 19, 1952. I thought you would be interested in knowing that the Council has taken official action on your award of the contract and agreeing to participate in the cost of the project. We understand that Mr. Nichols is having the contract documents prepared and will furnish this office two copies of the executed documents when they are available.

Yours very truly,

/s/ Uel Stephens, Director

Uel Stephens, Director
FORT WORTH WATER DEPT.

US: mgv

cc Mr. Marvin C. Nichols
Freese & Nichols