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 30TH DAY OF AUGUST, 1952, AT 10:15 A. 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, C. L. McNair, General Manager, Marvin C. Nichols of the firm of Freese & Nichols, consulting engineers of the District, and Mr. H. D. Burkholder, Deputy Relocation Coordinator, Corps of United States Army Engineers.

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

1.

The Directors had previously received copies of the minutes of meetings held on the following dates:

July 25, 1952, at 2:00 P.M. July 31, 1952, at 11:00 A.M. August 1, 1952, at 11:00 A.M. August 2, 1952, at 11:00 A.M.

Having found no objections thereto, it was ordered that they be approved, signed and placed on record.

2.

The monthly report of the Auditors, Pitner and Adams, for the month of June, 1952, was ordered received and filed.

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 proposed voucher-checks #2903 to #3014, inclusive, had been issued for the total sum \$53,685.96. There was full consideration of the proposed voucher-checks and the data to support same, whereupon Director Hill moved, seconded by Director Priest, 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.

4.

Mr. Ben F. Hickey, Land Agent of the District, called to the attention of the Board the request of the Corps of Army Engineers for acceptance by the District of Part II of the Fort Worth Floodway, consisting of the work between Stations 88/60 and 155/93, with the following exceptions: The work between stations 90/00 and 100/00, and 125/00 and 135/00, which stations are expressly excepted from the scope of the work to be accepted.

The matter of the completion of that part of the work so completed and set forth in the communication dated August 23, 1952, from the Corps of Engineers to this District is treated and is made the basis for the acceptance of the District by a written communication from Mr. Marvin C. Nichols, District Engineer, dated August 30, 1952, in which, among other things, it is stated by Mr. Nichols that on August 15, 1952, in company with Mr. Ben F. Hickey

and representatives of the Corps of Engineers, an inspection had been made on the ground of that section of the floodway, which the Corps of Engineers requested the District to accept.

Mr. Nichols further stated that as hereinbefore set out, (with the exception of the work between Stations 90,000 and 100,000, and 125,000 and 135,000 as described in the letter of Mr. Smith, Acting District Engineer,) the work so completed was found to be in an acceptable condition, and that, therefore, it was the recommendation of Mr. Nichols, in accordance with the letter from Mr. K. M. Smith, Acting District Engineer, should be accepted by the Board of Directors of this District. Both letters are attached in folio to these minutes and made a part hereof, that is to say, the letter dated August 23, 1952, from Mr. K. M. Smith, Acting District Engineer, Corps of Engineers, and the letter of August 30, 1952, from Marvin C. Nichols, consulting engineer of the District, addressed to Mr. Joe B. Hogsett, President of the Board of Directors.

Following the submission of both such letters and the discussion of the question, it was unanimously resolved by the Board of Directors that acceptance should be manifested by the Board and it was so ordered, all the Directors voting "aye" thereon.

5.

Following the dispatch of the business set forth in the preceding paragraph of these minutes, there appeared before the Board Mr. H.D. Burkholder, Deputy Relocation Coordinator, Corps of United States Army Engineers, who presented to the Board certain requests made by the Gulf, Colorado and Santa Fe Railway

Company and also the Chicago, Rock Island & Pacific Railway Company. The substance of the matter consisted in certain easements that had been granted, one by the Gulf, Colorado & Santa Fe Railway Company under its bridge to enable the Corps of Engineers to make certain improvements thereunder and request likewise from Chicago, Rock Island & Pacific Railway Company with respect to improvements for which easement was granted under the bridge of said railway company.

Mr. Burkholder stated the contract numbers for the particular bridges in the documents of the said Army Engineers were as follows: No. DA-41-443-eng.-1091 and No. DA-41-443-eng.-1097.

Mr. Burkholder, in connection with these matters, then stated to the Board that each one of said railroad company had demanded that it be supplied with a bond of indemnity that would hold it free of liability, or rather to provide for its indemnification in the event that because of any defect in the work in the construction thereof by the contractor that a casualty bond be supplied to each company and that the premiums therefor be paid by the District. Upon interrogation by the members of the Board, it was ascertained that the approximate cost of such premiums to the District in the event that such request should be granted would amount to \$3500.00 or \$4000.00. Thereupon, the President directed inquiry to Mr. Samuels, Counsel for the Board, if the Board had authority to assume such expense or to make such expenditure out of its funds. Mr. Samuels answered that it had been the invariable rule and custom in estimating the cost of such construction for the contractor to include as part of the cost the expense incident to procuring bond for the proper construction of the work by the contractor in accordance

with the plans and specifications, and that under such circumstances it was the burden of the owner to pay such premiums, which would be necessarily included in the cost of construction; further, that the District had no contractual relation with the railroad companies and that the District was not a casualty company—that the contractor was not employed by the District and that, moreover, there was no contractual relation in respect to the matter between the District and each one of the railroad companies involved in the construction.

Mr. Samuels concluded by saying that the Board was without authority to pay such premiums out of funds of the District, and therefore, he gave it as his opinion that the District should not do so. The Board thereupon accepted the advice of Counsel.

It was further suggested by the Board that a letter be addressed to the Corps of Army Engineers explaining the reasons for refusing the request, and Mr. Samuels was asked to draft a letter from the Board to the Corps of Engineers in explanation of the position of the Directors. Thereupon, such letter was prepared and a copy of same is attached to these minutes in folio.

6.

Next in order of business for the consideration of the Board was the question of whether the City of Fort Worth would cooperate with the District with respect to prolonging the West 7th Street Bridge and widening it at its extremity so as to accommodate to a greater degree than at present the great volume of traffic that passes east and west over said bridge. Discussion arose concerning the official action of the City with respect to the cooperation with the District in respect to such matter. It had been assumed that

When Mr. W. O. Jones, City Manager, had appeared before the Board in company with Mr. Rhinehart Rouer, City Attorney of Fort Worth, and Mr. C. M. Thelin, Director of Public Works of the City of Fort Worth, that the City had previously taken official action on the subject; but inquiry soon demonstrated that no such official action had been taken, but that Mr. Jones, when present at the prior meeting of this Board, had expressed the opinion that when the City officially should take up the matter, that it would prefer an additional bridge at West 5th Street, rather than to expend further moneys of the City in the improvement of the West 7th Street Bridge. It was also called to the attention of the Board that this attitude of mind was one shared by Mr. Jones, City Manager, by Mr. T. R. Buckman, Traffic Engineer of the City of Fort Worth, and also by Mr. C. M. Thelin, Director of Public Works, in testimoney of which there was presented to the Board a copy of a communication dated August 1, 1952, signed in autograph by Mr. T. R. Buckman, and Mr. C. M. Thelin, addressed to Mr. W. O. Jones, City Manager, concerning the floodway improvement program and the extension of the West 7th Street Bridge. This communication wound up with this concluding paragraph in the letter so executed by Messrs. Buckman and Thelin:

> "We recommend for your consideration that no provisions be made for widening the existing West Seventh Street Bridge in connection with the new Extension but recommend that provisions be made for handling traffic from West Seventh Street to the south through Trinity Park without left turns off Seventh Street."

The letter in its full text is attached to these minutes in folio and made a part hereof.

Director Seymour, seconded by Director Hill, then moved that a letter of inquiry be addressed by the Board to the City Council of the City of Fort Worth, through the channel of the City Manager, asking for some definite and specific action of the City concerning the West 7th Street Bridge, so that this District would be in position to know precisely and definitely the attitude of the City Government of the City of Fort Worth with respect thereto. The motion having been submitted, all the Directors voted "aye" thereon, and the matter of addressing such communication to the City Government was referred to the consulting Engineer of the District, Mr. Marvin C. Nichols.

7.

A letter from the real estate firm of McDonald & Company, dated August 12, 1952, executed by Maurice A. Harkins, Sales Manager of the firm, addressed to Ben F. Hickey, Land Agent, of the District, was placed before the Board for attention. This letter related to compensation for services rendered by Mr. Durward McDonald, Sr., Manager of McDonald & Company, in giving expert appraisal of the Scott, Langever and Puryear properties, which had been purchased by the District as part of the flood control program, said tracts lying immediately west of the Trinity River and fronting on West 7th Street. Each appraisal of value was separate and distinct from the other. The letter requested that the bill heretofore rendered by McDonald and Company be allowed and paid.

Discussion arose concerning the amount of the fee and finally on motion of Director Priest, seconded by Director Hill, the compensation of \$500.00 demanded for such services was allowed

and voucher ordered to be drawn in payment therefor, all the Diractors voting "aye" thereon, save and except Director A. T. Seymour, Jr., who voted "no". The motion was declared carried and voucheracheck ordered to be drawn therefor, and was so drawn and executed.

8.

President Hogsett reported, that acting under authorization granted by the Board of Directors at meeting held on July 31, 1952, he had made exchanges or reinvestments through the Fort Worth National Bank of Fort Worth, Texas, as follows:

- (a) Out of the proceeds of \$3,000,000.00 maturity value United States Treasury Bills, dated May 8, 1952, maturity August 7, 1952, owned by the Construction Fund, there was reinvested for the use and benefit of said Fund, the sum \$2,986,045.00 in United States Treasury Bills, dated August 7, 1952, maturity November 6, 1952. The difference in the proceeds of the matured bills and the cost of the bills maturing November 6, 1952, amounted to \$13,955.00; said amount was deposited in the Construction Fund.
- (b) Out of the proceeds of \$100,000.00 maturity value United States Treasury Bills dated May 8, 1952, maturity August 7, 1952, owned by the Interest and Sinking Fund, there was reinvested for the use and benefit of said Fund the sum \$99,530.00 in United States Treasury Bills dated August 7, 1952, maturity November 6, 1952. The difference in the proceeds of the matured bills and the cost of the bills maturing November 6, 1952, amounted to \$470.00, which said amount was deposited in the Interest and Sinking Fund.
- Out of the proceeds of \$100,000.00 maturity value United States Treasury Bills dated May 15, 1952, maturity August 14, 1952, owned by the Interest and Sinking Fund, there was reinvested for the use and benefit of said Fund the sum \$99,519.00 in United States Treasury Bills, dated August 14,1952, maturity November 13, 1952. The difference in the proceeds of the matured bills and the cost of the bills maturing November 13, 1952, amounted to \$481.00, which said amount was deposited in the Interest and Sinking Fund.

- (d) Out of the proceeds of \$100,000.00 maturity value United States Treasury Bills dated May 15, 1952, maturity August 14, 1952, owned by the Maintenance Fund, there was reinvested for the use and benefit of said Fund the sum \$99,519.00 in United States Treasury Bills dated August 14, 1952, maturity November 13, 1952. The difference in the proceeds of the matured bills and the cost of the bills maturing November 13, 1952, amounted to \$481.00, which said amount was deposited in the Maintenance Fund.
- (e) Out of the proceeds of \$50,000.00 maturity value United States Treasury Bills, dated May 22, 1952, maturity August 21, 1952, owned by the Maintenance Fund, there was reinvested for the use and benefit of said fund the sum \$49,767.50 in United States Treasury Bills, dated August 21, 1952, maturity November 20, 1952. The difference in the proceeds of the matured bills and the cost of the bills maturing November 20, 1952, amounted to \$232.50, which said amount was deposited in the Maintenance Fund.

President Hogsett then presented five Trust Receipts numbered SK. No. B 48471-48472-48518-48522 and 48562, issued to this District by the Fort Worth National Bank Safekeeping Department covering the above described United States Treasury Bills.

The above described Trust Receipts were ordered to be deposited for safekeeping in lock box 984, at the Continental National Bank of Fort Worth, the depositary of the District.

All five directors present voted to receive said

Trust Receipts and to have same deposited as above mentioned for safekeeping and the action of President Hogsett, in the foregoing matters, all and singular, was ratified by the Board.

9.

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

Vice President.

Secretary.

CONDITION OF FUNDS

	MAINTENANCE FUND	INTEREST AND SINKING FUND	CONSTRUCTION FUND
BOOK BALANCE: July 18,1952 Cash	\$ 84,963.50	\$ 117,346.48	\$ 178,082.64
RECEIPTS: Taxes, penalty and Interest Land Rentals Oil & Gas Royalty Rock & Stone Royalty Boat Licenses S/R return Premium on	1,756.27 80.00 5.62 126.66 208.00	9,483.84	100 to 0 (c)
Fort Worth Lloyd's Policy)	104.30		
Miscellaneous	16.84	## · ·	M = 40 (3)
Balance proceeds from U.S.) Treasury Bills matured 8-7-14-21-1952 not reinvested) Interest on securities owned	713.50	951.00 1,250.00	13,955.00
Interest on motes receivable-) J.D.Craft)		52.59	
Notes Receivable-J.D.Craft Refund Owner's title Policy,) #287353, cancelled by Home) Guaranty Title Co.John Davis)	***	10,000.00	\$100 ton (20) A10 \$100
Survey, John T. Bailey.	-	(4) as 60 as 45	30.00
Less: Disbursed by vo-cks #2903	\$ 87,974.69	\$ 139,083.91	\$ 192,067.64
to #3014, inclusive:	11,91+1.39	56 •20	41,619.03
BOOK BALANCE: August 29, 1952	\$ 76,033.30	\$ 139,027.71	\$ 150,448.61
	SPECIAL FUND)	
BOOK BALANCE: July	7 18, 1952	\$ 15,350	0.51

BOOK BALAN	CE: July 18, 1952 \$ 15,350.51
RECEIPTS:	Rents. 455.00 Dirt Royalty. 158.50 Contract Sales. 50.00
	# 16,014.01 DISBURSEMENTS:
	BOOK BALANCE: Aug. 29,1952 \$ 15,944.67

NOTE: The Maintenance Fund owns \$350,000.00 par value United States Government Securities, and \$45,000.00 par value this District's Bonds, which are in the Safekeeping Department of the Fort Worth National Bank of Fort Worth, Texas.

The Construction Fund owns \$6,500,000.00 par value United States Government Securities, which are in the Safekeeping Department of the Fort Worth National Bank, Fort Worth, Texas.

The Interest and Sinking Fund owns \$800,000.00 United States Government Securities which are in the Safekeeping Department of the Fort Worth National Bank, Fort Worth, Texas. In addition to the \$800,000.00 United States Securities mentioned, the Interest and Sinking Fund also owns Eighteen (18) Vendor's Lien promissory notes of J. D. Craft, bearing date of July 1, 1952, aggregating the sum \$90,000.00, each of said notes being in the principal sum of \$5,000.00, with interest thereon at 4% per annum, payable annually at the office of the District in Fort Worth, Texas, said Eighteen notes maturing on or before three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty years.

On August 18, 1952, Mr. Craft paid the first Two (2) notes with interest thereon. The Eighteen notes of J. D. Craft are in the District's office.

VOUCHED_CHICKS #2902 TO # 3014 , INCLUSIVE.

NO.	ISSUED TO	COVERING	AMOUNT
2903	Reed Stewart, Tax Assessor- Collector	(Fee for collecting taxes for) (this District for month of) (June, 1952, \$11,240.11 at) (1/2 of one per cent.) \$	56•20
2904	Postmaster	400 Three-cent postage stamps	12.00
2905	John L. Edgin	(Salary, last half July, 1952) (\$137.50) (Less: Withholding Tax 10.90)	126•60
2906	Reuben Colquitt	(Salary, last half July, 1952) (\$ 92.50) (Less: Withholding Tax	85•00
2907	Edward Williams	(Salary, last half July, 1952) (••••••••• \$92•50) (Less: Withholding Tax <u>1.90</u>)	90•60
2908	Vernon Williams	(Salary, last half July, 1952) (\$92.50) (Less: Withholding Tax <u>1.90</u>)	90•60
2909	Sanders Young	(Salary, last half July, 1952) (90•60
2910	Sidney L. Samuels	(Legal Survices as General Attorney) (for month of July, 1952.)	500•00
2911	C. L. McNair	(Salary, July, 1952 \$ 750.00) (Less: Withholding Tax 92.40)	657•60
2912	E · B · Cheatham	(Salary, July, 1952 \$450.00) (Less: Withholding Tax 56.70)	393•30
2913	Ben F. Hickey	(Salary, July, 1952 \$650.00) (Less: Withholding Tax 98.70)	551 • 30
2914	Earl T. Thomas	(Salary, July, 1952 \$200.00) (Less: Withholding tax 29.30)	170•70
2915	Myrtle Hartmeister	(Salary, July, 1952 \$225.00) (Less: Withholding Tax 34.10)	190•90
2916	Beatrice Jeffries	(Salary, last half July, 1952) (79•80
2917	B.W.Bintliff	(Salary, July, 1952 \$250.00) (Less: Withholding Tax <u>28.20</u>)	221.80
2918	Will Massingill	(Sslary, July, 1952 \$200.00) (Less: Withholding Tax None)	200•00
2919	W. H. Hutcheson	(Salary, July, 1952 \$200.00) (Less: Withholding Tax 18.20)	181.80

VOUCHER_CHECKS #2903 TO #3014 , INCLUSIVE .

	VOOCHBRECHBORD #290	10 #3eli , Inchestyb.	
NO.	ISSUED TO	COVERING	AMOUNT
29 3 0	Southwestern Bell Telephone Company	(E. M. Lake Phones.) (CE-7-3303 Custodian's) (Residence\$11.65) (Tolls3.50 \$15.15) (CE-7-3304 Assistant)	
		(Custodian's Res 10.65) \$	25•80
2921	Melvin Faulk, County Clerk, Tarrant County, Texas	(Filing Fees, certified copy) (of instrument #39059 and) (special handling of instru∞) (ments• Program B•)	16•25
2922	Texas Electric Service Company	(Elettric Service:) (E. M. Custodian's Res.\$13.60) (E.M.Range Lights 7.95)	21.55
2923	The Southwestern States Tel- ephone Company	Phone service, Bridgeport	5.00
2924	G. T. LeMay	(Labor, July, 1952, at Lake) (Bridgeport\$ 24.00) (Less: W. Tax	21.30
2925	Mary Elsa Garcia	(In payment for translation) (of 3 contracts to spanish &) (typing legal forms.) (Program B.)	3•50
2926	James E-Robinson	(Labor, July, 1952 at) (E. M. Lake\$ 216.00) (Less:Withholding tax None)	216.00
2927	Joe B. Hogsett	Director's Fees, July, 1952	10.00
2928 2929	Houston Hill Dan H. Priest		20.00 20.00
2930	W. L. Pier	ii ii ii	10.00
	A. T. Seymour, Jr.	ii ii ii	20.00
2932	Continental National Bank, Fort Worth, Texas	Withholding Tax	448•9 0
2933	H. L. Merrill & Doshie Merrill	(Payment for Lot 17, Blk 3,) (Brookside Annex Addition to) (City of Fort Worth, Texas,) (and all improvements located) (thereon per contract of sale) (& purchase of real estate,) (executed July 29-1952, by) (H. L. Merrill and wife, as) (sellers and for the District) (by Joe B. Hogsett and Houston) (Hill, Program B.	6 , 437 .7 4
2934	Banner Service Station	(Oil, gas and parking cars) (during July, 1952: (C.L.McNair\$ 30.11) (Ben F. Hickey 35.06) (Earl Thomas 38.94) (Levee Maintenance	104•56
2935	Eagle Mountain Volunteer Fire Department	Contribution	200•00

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE VOUCHER-CHECKS #2903 TO #3014, INCLUSIVE.

NO.	ISSUED TO	COVERING	AMOUNT
2936	Ottinger Construction Company	(Payment for periodical estimate) (#7 of work performed and mat- (erials furnished under contract) (dated 12-17-51, for construct-) (ion of E. 4th Street Bridge (over Trinity River for July 1) (1952 to July 31, 1952, Incl.) (Total value of contract (performed	2,961.29
2937	BRUCE Construction Company	(Payment for periodical estimate) (#5 of work performed and mat-) (erials furnished under contract) (dated March 21, 1952, for con-) (struction of 24" water line) (across the Trinity River at) (First Street, for the period) (July 1, 1952 to July 31, 1952,) (inclusive. Total value) (of contract performed \$21.555.00) (Total value of work) (to date	4,356.68
2938	United States Pipe & Foundry Company	(470.4 feet B&PE Super Del) (pipe at \$10.83 per foot. Pro) (gram B. Flood Control Improve) (ments. Packing House City) (sewer.)	5,096.42
2939	Danciger Building	Office rent, August, 1952	260.00
2940	Fort Worth Office Supply Co.	Storage on Oak table to 7-10-52.	2.00
2941	Pioneer Traders	(One saw filed\$ 0.50)L.M. (One string level0.75)	1•25
2942	Majestic Reproduction Company	Misc. Photostats	1.80
2943	Tri-County Electric Cooper- ative, Inc.	(Replacing light bulb in green) (light at Station "C" • E • M •) (Aid to navigation lights •)	3.00

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE VOUCHER-CHECK #2903 TO # 3014 . INCLUSIVE.

NO.	ISSUED TO	COVERING	AMOUNT
2944	Rex H. Bird Motor Company	(Repairs to Bridgeport) (Jeep Truck\$ 3.50) (Charge battery at) (wellhouse. B.P0.50)	4•00
2945	Frank Kent Motor Company	(Labor \$ 5.20) (Parts	5 •97
2 94 6	Fort Worth Willys-Overland Co.	(Labor\$ 9.25) (Parts	10•03
2937	Cleofas Rodriquez	(Payment for lot #12, less) (So. 6 feet Block 42, of N.) (Fort Worth Addition to the) (City of Fort Worth, Texas.) (With all improvements lo.) (cated thereon, as per con.) (tract of sale and purchase) (of real estate executed) (7-29-52 by C. Rodriquez as) (seller and for the District) (by J. B. Hogsett and Houston) (Hill as purchaser. Program B)	866•66
2948	N. Vasquez & Emilia Vasquez	(Payment for lot 11, and So.) (6 feet of lot 12, Block 42,) (of N. Fort Worth Add. to.) (City of Fort Worth, Texas.) (per contract of sale and.) (purchase of real estate,.) (executed 7-29-52, by N.) (Vasquez and wife, as seller) (and for District by Joe B.) (Hogsett and Houston Hill, as) (purchaser. Program B.)	866•67
2949	Fort Worth Sand & Gravel Co.	(Five cubic yds. gravel pea) (remix @ \$2.40 each.) (Program B.)	12•00
2950	Massie Supply Company	(Three Pad Locks @ \$2.25. Ea.) (Warehouse on Levee.	6•75
295 1	Paris E. Castleberry Lumber Company	(10 sax cement @ \$1.25 \$12.50) (11# Misc. Com. Nails 1.32)	13.82
2952	The Babcock Company, Inc.	(500 Trip. Custodian Daily) (reports. Bridgeport.)	22•50
2953	Shaw Bros. Welding	(Cutting 4" Sludge line.) (Levee Maintenance.)	12•50
2954	Continental Oil Company	(Oil and gas used in District's) (cars used by: (C. L. McNair\$ 20.56) (Ben F. Hickey\$ 3.25)	23 . 8 1
2955	Well Machinery & Supply Co.	Miscellaneous supplies, Levee M.	26.74
2956	Inc. Barnes Place	(Gas and supplies for E. M.) (patrol Boats.)	33•48

VOUCHER-CHECK #2903 TO #3014 . INCLUSIVE .

	TO COLUMN TO SEE M. S. Z.	Kindra Maria Mathalan Barata Maria M	
NO.	ISSUED TO	COVERING	AMOUNT
295 7	Gowin Tractor Company	(Parts for Levee Maintenance) (Tractor\$ 12.60) (Labor & parts for) (E.M.Tractor\$ 36.71)	49•31
2958	Humble Oil & Refining Company	(Oil, gas and supplies for) (Levee Maintenance vehicles) (and by Ben F. Hickey, Land) (Agent.	40 .7 5
2959	Southwest Chevrolet Co.	(Labor, parts, accessories) (and oil for District's Chev.) (rolet used by C. L. McNair.)	150•46
2960	The Fort Worth & Tarrant County Abstract Co.	(Title Insurance Policy) (X 8641, easement agreement) (St. Louis & Southwestern) (Railway Company. Program B.)	25•00
2961	E.S. Williams Agency	(Appraisal on Van Hooser) (Property - 801 Brookside Dr.) (Program B. Flood Imp.)	60.00
2 962	Nick K. Babacos	(Payment for Lot 9, Central) (Add. to the City of Fort Worth) (Texas, and all improvements) (thereon, per contract of sale) (& purchase of real estate,) (executed Aug. 6, 1952, by) (Nick K. Babacos as seller) (& for the District by Houston) (Hill. Program B.)	3,250.00
2963	Tri-County Electric Cooper- ative, Inc.	(Electric Service for E. M.) (Range Lights.)	6•34
2964	Vernon Law Book Company	(One Volume P.P. Vernon's) (Anno. Texas Statutes)	2•00
2965	Marion Herring Boat Works, Inc.	 (Material for repairs on out-) (board Boat at Bridgeport Lake) 	3•45
2966	Southwestern Laboratories	(Testing and/or inspecting) (3 Cylinders @ \$2.50 each.) (E. 4th Street Bridge.) (Program B.	7•50
2967	Leonard's Department Store	(One Battery for E. M. Outboard) (motor\$ 3.25) (Misc. Materials for) (Levee Maintenance	20•32
2968	Magnolia Petroleum Company	(Gas for E. M. Patrol Boats) (and Equipment.)	98•46
29 69	Goodyear Service Stores	(Battery Service on District's) (1951 Chevrolet Sedan used by) (Ben F. Hickey, Land Agent.)	1.00

VOUCHER-CHECK #2903 TO #3014 . INCLUSIVE.

NO •	ISSUED TO	COVERING	AMOUNT
2970	E.S. Williams Agency	(Insurance Bullddzer:) (\$10,920.00 coverage 3-16-52) (to 5-27-52\$ 49.20) (\$10,000.00 coverage) (5-27-52 to 5-27-53150.00)	\$ 199•20
2971	E.S. Williams Agency	(Short rate insurance on 12) (pieces of property, purchased) (in Floodway	
		(\$ 257.44) (Less: C/M dated) (2-12-52 ·····\$128.05) (Cancellation) (3-3-52 to 5-4-52-60.05 188.10)	69•34
2972	John L. Edgin	(Salary first half of Aug.1952) (126•60
2 973	Reuben Colquitt	(Salary, first half Aug. 1952) (\$ 92.50) (Less: Withholding Tax	85•00
2974	Edward Williams	(Salary, first half Aug. 1952) (\$ 92.50) (Less: Withholding Tax 1.90)	90•60
2975	Vernon Williams	(Salary, first half Aug. 1952) (\$ 92.50) (Less: Withholding Tax 1.90)	90•60
2976	Sanders Young	(Salary, first half Aug. 1952) (90•60
2977	Clifford Smoot	(Salary, first half Aug. 1952) (90•60
2978	Jack Van Noy	(Salary, during first half) (August, 1952 · · · · \$ 30.83) (Less: Withholding Tax None)	30•83
2979	Roberts & Rhea	(Renewal Insurance: (3 years Premium-6-15-52 to 6-15) (1955, \$2500.00 F & E coverage) (dwelling, Tom Parrish Tr. 329) (
		(Renewal Insurance: (3 years premium-6-15-52) (to 6-15-55,\$2000.00) (F & E coverage, dwelling) (A.B.Harmon Tr.269	
		(Renewal Insurance: (3 years premium-6-21-52 (to 6-21-55 F & E cover- (age, dwelling, R.H. (Foster Tract #32849.20)	191•20

VOUCHER-CHECK #2903 TO #3014 . INCLUSIVE.

NO.	ISSUED TO	COVERING	AMOUNT
		(Renewal Automobile Insurance: (6-4-52 to 6-4-53 Employers' Non- (ownership liability, bodily in- (jury liability \$50,000.00 per (person, (\$100,000.00 each accident; (Property damage \$5,000.00 each (accident\$24.00)	
		(6-12-52 to 6-12-53 Physical (damage Form coverages:) (A. Comprehensive excluding (collision or upset including (Fire, theft and windstorm (Actual value	
2980	Glen Walker, Collett and Rigg	(B-1 Collision or upset, (actual cash value, less (\$50.00 deductible 278.00)	
		(On two 4-door Chevrolet.) (Sedans, 1 Willys-Overland) (Pickup, 1 Ford Pickup,) (1 Willys Pickup, One 1½) (Ton Chevrolet Truck.)	
		(American Motorists Insurance (Company Policy) (6-12-52 to 6-12-53 coverages:) (A. Bodily injury liability) (\$50.000.00 each person,) (\$100,000.00 each accident 235.00)	
		(B. Property damage lia- (bility \$5,000.00 each (accident	
		(Coverage on same motor) (vehicles mentioned above) (Less: Savings on J133067 29.69)	714.76
2981	Home Guaranty Abstract Company	(In payment of your invoices dated) (8-5-52 in connection with Districts) (purchase of the following property:) (A. M. Howard \$ 154.80) (J. J. Staples 61.85) (John T. Bailey Estate 53.00) (J. R. Hill 32.10) (John T. Bailey Estate 37.00) (Wm. J. Bailey Estate 164.38)	503 •1 3
2982	Beatrice Jeffries	(Salary, first half August, 1952) (79.80
2983	Texas Power & Light Co.	(Electric Service:) (Custodian's Residence B.P. \$12.81) (Camphouse near dam B.P. 6.31)	19.12

VOUCHER CHECK #2903 TO #3014, INCLUSIVE.

NO.	ISSUED TO	C O V E R I N G AMOUNT
2984	Southwestern Bell Telephone Company	(Phone Service-Office:) (ED-3263 from 8-11-52 to 9-11-52) (
2985	The Southwestern States Tel. Company	Phone Service Bridgeport Lake. 6.00
29 86	Texas Electric Service Co.	(Electric Service:) (Custodian's Res. E. M. \$ 14.56) (E. M. Range Lights 9.11) 23.67
298 7	Humble Oil & Refining Co.	(Oil, gas & supplies for Levee) (Maintenance Vehicles by by) (Ben F. Hickey, Land Agent.) 81.39
29 88	Trinity Valley Iron and Steel Company	(5-24" B & S 1/32 Bends at) (\$206.46 \$1032.30) (1-24" B & B 1/32 Bend at215.32) (Packing Plant Sewer.Program B.) 1,247.62
2989	Abelardo Paez & Secundia Paez	(Payment for Lot 10, Blk. 42, N.) (Fort Worth Add. to City of Fort) (Worth, as per contract of sale) (& purchase of real estate, ex.) (ecuted 8-1-52 by Abelardo Paez) (and wife, as sellers by by (Houston Hill for the District) (as purchaser. Program B.) 750.00
2990	J. R. Black, Attorney for W. R. Reynolds	(Payment for Lot 10, Blk. 4, Brook-) (side Annex Add. to Fort Worth) (with all improvements located) (thereon, per contract of sale (& purchase of real estate, ex-) (ecuted on 8-18-52 by J. R.) (Black for W.R. Reynolds, as) (seller, and for the District) (as purchaser, by Houston Hill)
2991	J.B. Angell	(Program B.) 3,000.00 (Payment for 12.11 acres of land) (out of E. Little Survey in Tar.) (rant County, Texas, as per) (contract of sale, dated 7-20-52) (between J. B. Angell of Chicago) (Illinois, by G. T. Deibert,) (Agent, and this District, and) (contract of sale and purchase of) (real estate, dated 8-20-52,) (signed by Joe B. Hogsett and) (Houston Hill. Program B.) 12,110.00
2992	E.S. Kuykendall & Son	(Insurance premium on Policy) (#M7993, Royal Insurance Co.) (8-31-52 to 8-31-53. Chris) (Craft Cruiser. Motor #SM7-27558) 110.40

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE VOUCHER-CHECK #2903 TO #3014. INCLUSIVE.

	VOUCHER-CHECK #2903 TO #3014, INCLUSIVE.			
NO.	ISSUED TO	COVERING	AMOUNT	
2993	Melvin (Mel) Faulk, County Clerk	(Payment for copies of deeds) (furnished Brooks Baker (6-13-52 to 8-16-52, needed) (for research work 4th Sec-) (tion	34•75	
29 9 4	P. C. Jackson	(Hauling and delivering 200) (Cross ties to District's) (warehouse on levee.)	30•00	
2995	Sidney L. Samuels	(Legal Service as General) (Attorney, August, 1952.)	500.00	
299 6	C. L. McNair	(Salary, Aug. 1952. \$750.00) (Less: Withholding Tax 92.40)	6 57 . 60	
2 997	E.B. Cheatham	(Salary, Aug. 1952 \$450.00) (Less: Withholding Tax <u>56.70)</u>	393•30	
2 99 8	Ben F. Hickey	(Salary, Aug. 1952 \$650.00) (Less: Withholding Tax <u>98.70</u>)	551 • 30	
2999	Earl T. Thomas	(Salary, Aug. 1952 \$200.00) (Less: Withholding Tax 29.30)	170.70	
3000	Myrtle Hartmeister	(Salary, Aug· 1952 \$225.00) (Less: Withholding Tax <u>34.10</u>)	190•90	
3001	Beatrice Jeffries	(Salary, last 1/2 Aug. 1952. (79•80	
3002	B.W.Bintliff	(Salary, August 1952 \$250.00) (Less: Withholding Tax <u>28.20</u>)	221.80	
3003	Will Massingill	(Salary, August 1952 \$200.00) (Less: Withholding Tax None)	200.00	
3004	W. H. Hutcheson	(Salary, August 1952, \$200.00) (Less: Withholding Tax 18.20)	181.80	
3005	Home Ice Company	(Ice furnished 4-1-52 to) (8-12-52: 2225 lbs. at 69ϕ) (per hundred. Levee Maintenance)	13•35	
3006	Willis Lee Motors	(1 L-48-G Zenith Carb. (assay	416•92	

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE VOUCHER-CHECK #2903 TO #3014, INCLUSIVE.

NO.	ISSUED TO	COVERING	AMOUNT
3007	Southwestern Bell Telephone Company	(Phone service: E. M. Lake) (CE-7-3303 Custodian's) (Residence	\$ 43.27
3008	John L. Edgin	(Salary, last 1/2 Aug.1952) (\$137.50) (Less: Withholding Ta_10.90)	126.60
300 9	Clifford Smoot	(Salary last 1/2 Aug · 1952) (\$92 · 50) (Less: Withholding Tax 1 · 90)	90•60
3010	Jack Van Noy	(Salary last 1/2 Aug. 1952) (92•50
3011	Homer 0. Wier	(Salary last 1/2 Aug. 1952) (85 •00
30 1 2	Edward Williams	(Salary last 1/2 Aug · 1952) (\$92.50) (Less: Withholding Tax 1.90)	90•60
3013	Vernon Williams	(Salary last 1/2 Aug. 1952) (90•60
3014	Sanders Young	(Salary last 1/2 Aug. 1952) (\$92.50) (Less: Withholding Tax_1.90)	90.60
тот	A L	\$	53,685.96

ADDRESS REPLY TO:

DISTRICT ENGINEER FORT WORTH DISTRICT CORPS OF ENGINEERS, U. S. ARMY P. O. BOX 1600 FORT WORTH, TEXAS

REFER TO FILE NO.

CORPS OF ENGINEERS, U.S. ARMY

OFFICE OF THE DISTRICT ENGINEER
FORT WORTH DISTRICT
100 WEST VICKERY BOULEVARD
FORT WORTH, TEXAS

EXHIBIT TO minutes of 8-30-52 at 10:15 A.M.

REGISTERED
RETURN RECEIPT REQUESTED
995//
SWFVN

23 August 1952

Tarrant County Water Control and Improvement District No. 1 Danciger Building Fort Worth, Texas

Gentlemen:

Construction of Part II of the Fort Worth Floodway in accordance with contract No. DA-41-443-Eng-805 with John F. Buckner & Sons has been completed and the completed works accepted by the government. In accordance with assurances furnished by the Board of Directors of the Tarrant County Water Control and Improvement District No. 1 on 13 December 1950, the maintenance and operation of the completed works is a responsibility of your District.

letters dated 31 March 1952 and 5 August 1952 from Mr. Marvin C. Nichols, District Engineer for your District and on the occasion of a joint inspection of the floodway on 15 August 1952 with Mr. Nichols, Mr. Hickey and representatives of the Corps of Engineers, your District has requested that certain works in addition to those included in the Buckner contract be accomplished by the Corps of Engineers within the floodway area between channel stations 88/60 and 155/93. Upon further study of these requests, it has been determined that the Corps is responsible for the investigation and any remedial measures that may be necessary to prevent damage to the channel and floodway as a result of existing seepage on the right bank between channel stations 125/00 and 135/00 and the Corps is responsible for the protection of the channel slope on the left bank between channel stations 90/00 and 100/00 against erosion caused by the concentration of storm run-off through culverts along Scenic Drive. The maintenance and operation of completed works on the Fort Worth Floodway as shown on the attached plan for Part II are hereby transferred to your District with the exception of major repairs that may become necessary as a result of the existing conditions for which the Corps assumes the responsibility for correction as stated above.

Part II of the Fort Worth Floodway consisted of an excavated channel between station 88/60 and 155/93, clearing of the floodway from station 54 to station 156 or from Chicago Rock Island & Pacific Railroad to the Texas and Pacific Railroad and the placing and compacting of

excavation in widening the existing levee as shown on the inclosed plans. Inasmuch as the completed works comprise a relatively small portion of the entire project and do not include any structures involving complex maintenance problems, it is not planned to furnish a detailed operation and maintenance manual at this time. The regulations for the operation and maintenance of local flood-controlworks approved by the Secretary of the Army adequately describe the manner in which the completed works shall be operated and maintained, and a copy is furnished herewith. Since the completed portion of this project does not include structures for which provisions are made in paragraphs c through f, these paragraphs do not apply. A maintenance and operation manual will be prepared when a substantial portion of the project has been completed.

It is desired that the effective date for the transfer of maintenance and operation to your District of Part II of the Fort Worth Floodway be established as 1 September 1952. If this meets with your approval, it is requested that acceptance of the project by your District be indicated by return of the attached letter signed by an authorized officer.

Very truly yours,

3 Incls

1. Flood Cont Reg (in dup)

2. Plans (in dup)

3. Acceptance Letter (in dup)

K. M. SMITH

Acting District Engineer

FREESE AND NICHOLS

CONSULTING ENGINEERS
407-410 DANCIGER BUILDING
TELEPHONE ED-5431
FORT WORTH. TEXAS

TO BE ATTACHED TO MINUTES OF MEETING 8-30-52 at 10:15 A.M.

August 30, 1952

Mr. Joe B. Hogsett, President Tarrant County Water Control and Improvement District No. 1 Danciger Building Fort Worth, Texas

Dear Mr. Hogsett:

Re: Acceptance from Corps of Engineers Part II, Fort Worth Floodway

Reference is made to letter from K. M. Smith, Acting District Engineer, Corps of Engineers, dated August 23, 1952 in which the District is requested to accept for maintenance purposes Part II of the Fort Worth Floodway. On August 15, 1952, in company with Mr. Hickey and representatives of the Corps of Engineers, we made an on the ground inspection of this section of the floodway. With the exception of the work between Stations 90/00 and 100/00, and 125/00 and 135/00 as described in the letter of Mr. Smith, we found the work in an acceptable condition.

We therefore recommend the acceptance of Part II from the Corps of Engineers in accordance with the letter of Mr. Smith dated August 23, 1952.

Yours truly.

FREESE AND NICHOLS

By

Marvin C. Nichols
District Engineer TCWC & ID #1

MCM:lk

September 3, 1952.

Mr. K. M. Smith Acting District Engineer Corps of Engineers, U.S. Army 100 West Vickery Boulevard Fort Worth, Texas.

IN RE: Matter of request of payment of premiums on bonds of indemnity sought by Gulf, Colorado & Santa Fe Railway Company and Chicago, Rock Island & Pacific Railway Company, under contracts designated as follows:

No. DA-41-443-eng-1091 and No. DA-41-443-eng-1097.

Dear Mr. Smith:

Mr. H. D. Burkholder, Deputy Relocation Coordinator of the Corps of Army Engineers, appeared before our Board and presented the request of Gulf, Colorado & Santa Te Railway Company and Chicago, Rock Island & Pacific Railway Company for the payment of premiums in respect to pracuring bonds of indemnity that would protect each railroad company in the event that defect should occur in the construction of the works under the caption hereinabove set out.

The matter having been presented to the Counsel for the Board, Mr. Sidney L. Samuels, it was the opinion of Mr. Samuels, and so given to the Board, that the District was without authority to make expenditures out of its funds for such purposes. Mr. Samuels grounded his opinion upon the fact that there was no contractural relations between the District and the contractor, nor was there any contractural relation between the District and the railroad companies, and in addition to such reasons, no one of the persons employed in the performance of such work was an employee of the District or in any respect under its control.

The District is constrained under the circumstances, in view of the opinion of its Counsel, that the request must be, in the nature of things, denied.

Mr. K. M. Smith Acting District Engineer Corps of Engineers, U. S. Army Fort Worth, Texas.

#2

9-3-52

The District is governed by law pursuant to Statutes of the State of Texas. The Attorney for the District also informed the Board of Directors, that under the Statutes, there was no warrant for the payment of such funds out of the treasury of the District.

We respectfully submit this communication to you gentlemen, regretting that the District is precluded from taking the action that was requested.

Yours very truly,

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

1: Donston

Vice President.

SLS:mh

August 1, 1952

Mr. W. O. Jones City Manager Building Re: Floodway Improvement Program
Extension of West Seventh Street
Bridge.

Dear Sir:

In accordance with your recent request we have studied the proposed improvement to West Seventh Street Bridge with Mr. T. R. Buckman, Traffic Engineer, and submit for your consideration the following report and recommendations:

The existing roadway west of the present structure is seventysix (76) feet in width while the existing roadway east of the
Bridge leading into the downtown business area is sixty (60)
feet in width. Even with the elimination of parking on the sixty
(60) foot roadway between the Bridge and the downtown business
area, only four (4) lanes of traffic can be adequately handled
as vehicular traffic will not travel close to the existing curbs.
In our opinion, the minimum roadway width for six (6) lanes of
traffic should be seventy (70) feet which will allow for six (6)
eleven (11) foot lanes with two (2) feet additional width adjacent
to each curb.

The present roadway width on Seventh Street Bridge is forty-three (h3) feet with a considerable off-set in the south curb alignment with the approaches on either end. We seriously considered the addition of seven (7) feet of structure on the south side of the present Bridge which would provide four (h) twelve (12) foot lanes for traffic and a two (2) foot raised median strip. In our opinion, this would provide an ideal structure. However, our preliminary estimate of cost for this widening was approximately \$180,000.00. Insemuch as the present roadway is forty-three (h3) feet in width which is the same as the roadway width on Paddock Viaduct and three (3) feet wider than the existing roadway on Belknap Viaduct, we concluded that the additional expense for widening this structure was not justified.

The west approach to the proposed new Extension will begin at Harrold Street which is opposite the present entrance to Trinity Park on the south side of West Seventh Street. This park drive handles a great deal of through traffic to the southwest section of the City, and

Mr. W. O. Jones August 1, 1952 Page Two

the present entrance opposite Harrold Street would have to be eliminated at the beginning of the Bridge approach. Provisions should be made in the design of the Bridge Extension to allow for a park drive under the west approach to the Bridge adjacent to the proposed new Levee as shown in green on the attached map or provisions should be made for right-turn traffic off of the approach at approximately levee height with provisions for passing underneath the Bridge proper on the easterly side of the Levee as indicated in red on the attached print. We are of the opinion that the proposed road with an underpass as shown in green would be preferable.

We recommend for your consideration that no provisions be made for widening the existing West Seventh Street Bridge in connection with the new Extension but recommend that provisions be made for handling traffic from West Seventh Street to the south through Trinity Park without left turns off Seventh Street.

Yours very truly,

I. K. BUCKMAN PDAERTC ENGINERD

TRAFFIC ENGINEER

C. M. THELIN DIRECTOR OF PUBLIC WORKS

CMT:eb

P.S.: The existing traffic signals at the intersection of West 7th and Penn Street will not handle more traffic than that generated by the existing four lanes on West 7th Street Bridge. In other words, the existing traffic signals will not handle six lanes of approaching traffic.