

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 12TH DAY OF FEBRUARY, 1954, AT 1:30 P.M.

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

PRESENT

Joe B. Hogsett
Houston Hill
W. L. Pier

ABSENT

Dan H. Priest
A. T. Seymour, Jr.

Also present were Messrs. Sidney L. Samuels and John
M. Scott of the legal staff of the District, C. L. McNair, General
Manager of the District, and Joe B. Mapes of the engineering firm
of Freese and Nichols, Consulting Engineers of the District.

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

1.

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 #4834 to
#4924, inclusive, for the total sum \$119,461.20 had been issued
since the last meeting. There was full consideration of the pro-
posed voucher-checks and the data to support same, whereupon it
was moved and seconded, that the issued voucher-checks above list-
ed be confirmed and 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.

2.

President Hogsett reported to the Board that the Fort Worth National Bank of Fort Worth had made reinvestments for the District as follows:

- (a) Out of the \$800,000.00 proceeds United States Treasury Bills, dated November 5, 1953, maturity February 4, 1954, owned by the Construction Fund, there was reinvested for the use and benefit of said fund the sum \$797,966.25 in United States Treasury Bills, dated February 4, 1954, maturity May 6, 1954. The difference in the proceeds of the maturing bills and the cost of the bills dated February 4, 1954, maturity May 6, 1954, amounted to \$2,033.75 for which sum the Fort Worth National Bank issued its Cashier's Check No. B 725567 for \$2,033.75, payable to the order of this District, which is to be deposited in the Continental National Bank of Fort Worth, the District's depository, to the credit of the Construction Fund.
- (b) Out of the \$175,000.00 proceeds United States Treasury Bills, dated November 5, 1953, maturity February 4, 1954, owned by the Interest and Sinking Fund, there was reinvested for the use and benefit of said fund the sum \$174,543.25 in United States Treasury Bills, dated February 4, 1954, maturity May 6, 1954. The difference

in the proceeds of the maturing bills and the cost of the bills, amounted to \$456.75 for which sum the Fort Worth National Bank of Fort Worth issued its Cashier's Check No. B 725565 for \$456.75 payable to the order of this District, which is to be deposited in the Continental National Bank of Fort Worth, the District's depository, to the credit of the Interest and Sinking Fund.

President Hogsett then reported that the above described securities were in the safekeeping department of the Fort Worth National Bank for which the District holds the Bank's official Trust Receipts, and he presented to the Board three Trust Receipts described as follows:

- (a) SK No. B 52269 for \$800,000.00 par value, United States Treasury Bills dated February 4, 1954, maturity May 6, 1954, owned by the Construction Fund.
- (b) SK No. B 52270 for \$175,000.00 par value, United States Treasury Bills dated February 4, 1954, maturity May 6, 1954, owned by the Interest and Sinking Fund.
- (c) SK No. B 52286 for \$25,000.00 par value, 1-3/4% Tarrant County Water Control and Improvement District Number One Improvement Bonds, Series 1950, dated December 15, 1950, maturity December 15, 1972/70.

All the Directors present voted to receive the said Trust Receipts and ordered that they be deposited for safekeeping in Lock Box 984, at the Continental National Bank of Fort Worth, Texas, the Depository of the District, and that the action taken in the fore-

going transactions, all and singular, be ratified and approved. It was so ordered.

3.

Through Mr. Mapes, of the Engineering firm of Freese and Nichols, Engineers for the District, there was presented and read to the Board of Directors who were present a communication on the letterhead of Ottinger Construction Company, dated February 9, 1954, addressed to Messrs. Freese and Nichols, concerning the matter of the West Seventh Street Bridge, a carbon copy of said letter having been received by the District is to be attached to these minutes and made a part hereof. In this letter the Ottinger Construction Company, through Mr. E. C. Ottinger, stated that under the terms of the Contract with the District in the matter of the improvement of the West Seventh Street Bridge, the Ottinger Construction Company was to notify the District in writing of the date when such improvement was "substantially complete". The letter continued to say that on February 8, 1954 "we poured our last floor slab, and that this slab was poured with the use of 'quick setting' cement". Mr. Ottinger, in this letter, further stated that the "quick setting" cement was used in the hope of expediting the use of the bridge for traffic, if necessary, and that this bridge could be used the morning of February 9, 1954, and that, therefore, the Ottinger Construction Company respectfully requested that its contract time be stopped as of midnight February 8, 1954. In the conclusion of the reading of this communication the Board of Directors unanimously resolved that the communication should be referred to Mr. Marvin C. Nichols before passing on the letter from the Ottinger Construction

Company. Each and all of the Directors voted aye thereon.

4.

Mr. Ben F. Hickey, Land Agent of the District, presented to the Board the necessity to make purchase on behalf of the District from Western Tractor Company of Fort Worth a Ford Tractor for use in levee maintenance, and that the price of same was \$2,132.50.

Mr. Hickey also stated to the Board the necessity for purchasing another Ford Tractor from the same Company for use in maintenance of Eagle Mountain Lake and Reservoir and that the price for same was \$2,118.50.

Mr. Hickey further stated to the Board that he should also be permitted to purchase for the use of the District and from Highway Machinery Company of Dallas, Texas, one new Austin-Western Model (Super 88) with Buda Diesel, equipped with 1300 x 24 tires and scarifier complete, ready to work and delivered f.o.b. Fort Worth, Texas, and that the price for same was \$14,000.00.

The Board having considered the foregoing needs so presented by Mr. Hickey, were of the opinion that the machinery above mentioned was needed for the use of the District and should be purchased, and that Mr. Hickey be authorized for and on behalf of the District to make such purchases upon the terms hereinabove set out, thereupon Director Hill, seconded by Director Pier, moved that Mr. Hickey be clothed with authority to make such purchases, which motion was unanimously carried. Each and all of the Directors voting aye thereon.

5.

Mr. Hickey then submitted to the Board of Directors cer-

tain land matters in the purchase of properties needful to the District in carrying out Program B. Mr. Hickey then stated to the Board that he had carried on negotiations for the purchase of such land and properties for the District with three (3) persons who reside in Fort Worth, Texas, to-wit:

Socrates Klidas

Penelope Klidas, a widow

Alexander Klidas

and that the purchase price to be paid for the lands included easements and damages to growing crops amounting in the sum total of \$8,105.00, that the lands so purchased for the District are situated in Tarrant County, Texas, propertities of three (3) persons above mentioned, which lands are more particularly described by metes and bounds as follows:

"A portion of block 4 of Bailey Gardens, an addition to the City of Fort Worth in the R. Crowley and J. Baugh surveys in Tarrant County, Texas, as said block appears on the map of record in Vol. 939, page 569 of the deed records of said Tarrant County and embracing a portion of the tract conveyed to Jim Klidas by a deed of record in Vol. 934, page 86 of said Deed Records.

Beginning at the southwest corner of said Block 4 in the middle of the West Fork of the Trinity River.

Thence North 26 degrees 05 minutes East, along the westerly line of said block, 376-9/10 feet to an iron.

Thence North 77 degrees 14 minutes East 404-1/10 feet to a point in the easterly line of said block from which an iron bears north 77 degrees 14 minutes east 180-8/10 feet.

Thence South 18 degrees 49 minutes West, along said easterly line 335-2/10 feet to the southeast corner of said block in the middle of said river.

Thence Southwesterly, up said river with its meanders, along the south line of said block 465 feet to the place of beginning and estimated to contain two and eighty-seven one hundredths (2-87/100) acres."

minutes as to this transaction conveyed in minutes of February 26 - 1954. KLS

Mr. Hickey further stated that the purchase of these lands included several elements:

- (a) The tract of land hereinabove particularly described;
- (b) An easement of right-of-way over and across said lands for the construction of a channel or channels, designed for flood control and flood prevention along the Trinity River in Tarrant County, Texas.

Further in stating the calculations at which the sum total price of \$8105.00 was made up, that the following represented the amount so paid:

- (a) \$4305.00 for flood and construction easement over and across 2.87 acres of land hereinabove described;
- (b) \$3800.00 for damages to onion crop planted and growing on the foregoing land.

At the conclusion of Mr. Hickey's statement he was then and thereupon authorized to conclude said purchase and that upon the execution of a good and sufficient title thereto with all of the stipulations therein to be included and the preparation of all necessary conveyances, there should be a voucher by the District issued for the payment aforesaid sum total of \$8105.00, payable to the order of the said Socrates Klidas, Penelope Klidas, a widow, and Alexander Klidas. On motion of Director Hill, seconded by Director Pier, Mr. Hickey was clothed with the authority to bring the negotiations for such purchase to completion on behalf of the District. All of the Directors voting aye thereon.

6.

The attention of the Board was then directed by the Presi-

dent to the subject of the negotiations that had been conducted for a considerable period of time between the United States Government on the one hand, and the District on the other, concerning exchange of lands between the two bodies.

It appeared from the records in the office of the District, and also from such exchange of correspondence, that when World War Two had ceased the District then sought to regain the lands thus had been temporarily granted to the Federal Government, because the war itself had ceased, and, moreover, the Federal Government no longer used or employed the lands as a Marine Training Base near Eagle Mountain Lake where such lands were situated. Then, again, by virtue of a decree of the Federal Court, in the taking of the land for such temporary uses by the Federal Government, it was recited in such decree that when the use of such lands by the Federal Government had terminated, the Court reserved jurisdiction in such event to restore the lands to the District inasmuch as it was not contemplated that the taking of the land by the Federal Government was a taking of the land in fee simple.

It further appeared that the correspondence and exchange of communications between the Federal Government and the District were conducted through the Eighth Naval District in New Orleans, Louisiana, and at one time, in obedience to communication from the authorities in Washington, instruments had been prepared for the Federal Government to sign under which the land so taken from the District should be released, returned and conveyed over to the District, but that after a substantial interval of time, the authorities in Washington appeared to change their attitude on the question, and Captain

Howard of the Eighth Naval District at New Orleans appeared before the Board of Directors and suggested that inasmuch as the Federal Government owned land in Tarrant County, immediately contiguous to the lands thus taken previously by the Federal Government, that an exchange of such lands should be effected to the end that the District should convey to the Federal Government the major part of the lands taken under the decree of the Federal Government, and as consideration therefore the Federal Government should convey the contiguous land to the District embracing about 241.46 acres of land. It was pointed out to Captain Howard that the authorities in Washington would have no power to convey such lands to the District until authorized so to do by an Act of the National Congress. Following this discussion the matter became dormant to await the action of the Federal Congress to pass such an enabling act as would grant such authority to the Washington officials.

Following this came on the war with Korea, and meantime the negotiations between the Federal Government and District, and the action of Congress on the matter, was suffered to lag, but the District became impatient over the long delays in action, and finally under date of May 27, 1953, an Act of Congress was passed and approved by the President, under which the Washington authorities were granted the power to act and to convey the lands of the Federal Government above mentioned to the District in exchange for the major part of the lands theretofore taken by the Federal Government during World War Two.

Then again further delay ensued, and finally on or about the 4th day of January, 1954, the District was advised by the Eighth Naval

District at New Orleans, under the management of Mr. Harwood Shoemaker, that the instruments from Washington were on their way. On examination of the papers when they arrived from Washington, through New Orleans, it was discovered that many objections existed thereto, chief among which was that the instrument of conveyance by the Federal Government was purely a quit-claim, and was not in terms a conveyance, but a mere release of the interest which the Federal Government might have in the property, and on advice of counsel of the District, this objection was immediately urged. In addition to this objection it was found that in the conveyance to the District of its own lands which the Government had previously taken in the Federal Court, it was sought to regulate the level of Eagle Mountain Lake, which was an intrusion upon the power and authority of the Board of Directors in the policy of the District concerning the water level of such lake, and this, too, was regarded as a material objection. When this review of the subject had been concluded, it was resolved unanimously by the Board of Directors, that Sidney L. Samuels, counsel for the District should return such papers to the New Orleans office to be transmitted by such office at New Orleans to Washington, and that a letter from the District through its counsel should be addressed to that effect to the Eighth Naval District, United States Naval Station, New Orleans, Louisiana, containing the objections of the District to the acceptance of the instruments of conveyance proposed to be executed by the Federal Government. This letter was then composed and read before the Board of Directors for its approval. The letter is dated February 15th, 1954, a copy of which is attached in folio to these minutes, and the matters of review in these minutes were

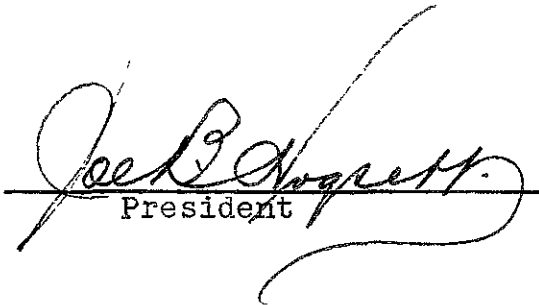
succinctly pointed out and referred to, which letter concluded in declaring that unless these matters of which the District complained should receive prompt attention, and the objections relieved in a new instrument of conveyance by the Federal Government, the District would proceed before the Federal District Court at Fort Worth, Texas, and under the terms of the original decree of taking of the District's land, to move the Court to restore the possession and the attributes of ownership to the District, and thereby restore to the District, by the decree of Court, the property in question.

Upon consideration of all the foregoing matters it was accordingly so resolved by unanimous vote of the Board of Directors, and that the minutes of the Board should record such action.

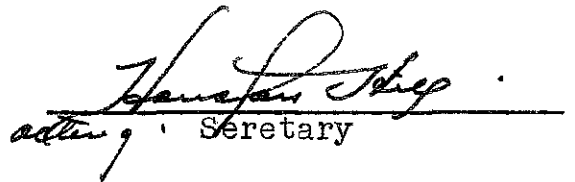
It was accordingly so ordered.

7.

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



President



acting Secretary

Exhibit "A," To be attached to Minutes of Feb. 12, 1954

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

CONDITION OF FUNDS

	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>	<u>CONSTRUCTION FUND</u>
BOOK BALANCE: January 13, 1954	\$ 76,902.60	\$ 191,985.86	\$ 37,642.68
Transfer of Funds	---	---	38,717.84
Taxes, Penalty and Interest	6,796.55	36,701.39	---
Proceeds of U.S. Treasury Bills)	---	---	---
matured 2-4-54, not reinvested)	---	25,000.00	300,000.00
Land Rentals	3,404.76	---	---
Interest on Securities owned	---	1,706.75	2,033.75
Oil and Gas Royalties	8.08	---	---
Boat Licenses	10.00	---	---
Contract Sales	540.00	---	---
Salvaged cast iron pipe from LaGrave)	---	---	---
Sanitary Sewer Siphon sold to City)	---	---	1,694.00
of Fort Worth)	---	---	---
Miscellaneous	16.87	---	---
	<u>\$ 87,678.86</u>	<u>\$ 255,394.00</u>	<u>\$ 380,088.27</u>
Less: Disbursed by vo-checks			
#4834 to #4924, Inclusive	<u>8,961.43</u>	<u>21,986.88</u>	<u>49,795.05</u>
BOOK BALANCE: February 11, 1954	\$ 78,717.43	\$ 233,407.12	\$ 330,293.22

SPECIAL FUND

BOOK BALANCE: January 13, 1954.	\$ 38,717.84
Receipts	<u>NONE</u>
	\$ 38,717.84
Less: Disbursed by Voucher-check #4855.	<u>38,717.84</u>

(ACCOUNT CLOSED AS OF JANUARY 26, 1954)

NOTE: Excerpt from Minutes of a meeting of the Board of Directors of the District held on the 26th day of January, 1954 at 1:30 P.M. "On motion of Director Hill, seconded by Director Priest, it was unanimously resolved by the Board that the sum of \$38,717.84 in the Special Fund should be transferred to the Construction Fund and the Special Fund should be finally closed."

SOCIAL SECURITY FUND

BOOK BALANCE: January 13, 1954.	\$ 1,246.64
RECEIPTS: Social Security Tax deducted from employee's	
Salaries, January, 1954.	127.60
Social Security Tax contributed by the District	
on January, 1954 Salaries.	<u>1,127.60</u>
	\$ 1,501.84
Remittances	<u>None</u>
BOOK BALANCE: February 11, 1954	\$ 1,501.84

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

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, for which the District holds the Bank's official receipts therefor.

THE CONSTRUCTION FUND owns \$4,300,000.00 Par Value United States Government Securities, which are in the Safekeeping Department of the Fort Worth National Bank, Fort Worth, Texas, for which the District holds the Banks official receipts therefor.

THE INTEREST AND SINKING FUND owns \$1,000,000.00 United States Securities, which are in the Safekeeping Department of the Fort Worth National Bank, Fort Worth, Texas, for which the District holds the Bank's official receipts therefor.

In addition to the \$1,000,000.00 United States Securities mentioned, the INTEREST AND SINKING FUND also owns Eleven (11) Vendor's Lien Promissory Notes of J. D. Craft, bearing date of July 1, 1952, aggregating the sum \$55,000.00; 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 eleven notes maturing on or before ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen, seventeen, eighteen, nineteen and twenty years.

The eleven (11) notes of J. D. Craft are in the District's office.

On August 18, 1952, Mr. Craft paid the first two (2) notes with interest thereon. On October 20, 1952, Mr. Craft paid the third and fourth notes with interest thereon. On the 28th of October, 1952, Mr. Craft paid the fifth note with interest thereon. On December 22, 1952, Mr. Craft paid the sixth note with interest thereon. On June 2, 1953, Mr. Craft paid the seventh and eighth notes with interest thereon. On August 12, 1953, Mr. Craft paid the ninth note with interest thereon.

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February 11, 1954

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4834	Beatrice Jeffries	(Salary 1st half January,) (1954.....\$100.00) ((W. T. \$18.20) (LESS:(S. S. 2.00 20.20)\$	79.80
4835	Eugene Fruhwirth	(Salary, 1st half January,) (1954.....\$137.50) ((W. T. \$9.80) (LESS:(S. S. 2.75 12.55)	124.95
4836	Earlie Anderson	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$1.70) (LESS:(S. S. 1.85 3.55)	88.95
4837	Reuben Colquitt	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$11.70) (LESS:(S. S. 1.85 13.55)	78.95
4838	Joe Green	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$None) (LESS:(S. S. 1.85 1.85)	90.65
4839	Frank Lay	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$6.70) (LESS:(S. S. 1.85 8.55)	83.95
4840	Monroe E. Webb	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$None) (LESS:(S. S. 1.85 1.85)	90.65
4841	Edward Williams	(Salary, 1st half January,) (1954.....\$92.50) ((W. T. \$6.70) (LESS:(S. S. 1.85 8.55)	83.95
4842	Vernon Williams	(Salary, 1st half January) (1954.....\$92.50) ((W. T. \$1.70) (LESS:(S. S. 1.85 3.55)	88.95
4843	Hall Trucking Company	(Use of Dump Truck for 36-1/2) (hours @ \$1.75 per hour for) (period January 1, 1954 to) (January 31, 1954 - Levee) (Maintenance)	63.88
4844	Ottinger Construction Co.	(\$5,269.97 is the amount to) (apply in extinguishment of) (the balance to be owing Ot-) (tinger Construction Co. after) (Preston Scott shall have re-) (lieved the District from all) (liabilities growing out of his) (claim against Ottinger Const.) (Co. on the contract for the) (Construction of the E. 4th St.) (Bridge.)	5,269.97

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4845	Panther City Transfer	(Payment for moving Mr. S. J.) (Sexton's household goods from) (1000 Valley to 4200 Bonita) (Dr. as per agreement with B.) (F. Hickey, Land Agent, Truck) (and 3 men - 8-3/4 hours @) (\$7.00 per hour)	\$ 61.25
4846	Freese and Nichols	(Professional services for de-) (sign and supervision of con-) (struction: (a) LaGrave Field) (Sewer Crossing and the Ameri-) (can Cyanamid Waste Discharge-) (Sira and Payne Contract; (b)) (Relocation of the Packing Plant) (Sewer - Bruce Construction Co. ;) (c) Relocation of Sewer Main 51) (Bruce Construction Co.)	6,221.18
4847	Reed Stewart- Assr.-Coll.	(Fee for Assessing & Collecting) (Taxes for the month of Nov-) (ember, 1953:) (1/2 of 1% on total collections) (of \$43,497.94.....\$217.49) (8 1/2% on \$2,885.18 Del-) (inquent collections) (made by collectors of) (delinquent taxes under) (their contract with) (Tarrant County,..... 245.24)	462.73
4848	Melvin Faulk	(Fee for Recording three bonds) (of Directors of this District:) (Houston Hill; W. L. Pier; and) (A. T. Seymour, Jr.)	3.00
4849	Texas Power & Light Company	(Electricity to Custodian's Res.) (Bridgeport.....\$10.40) (Camp House near Dam..... 1.70) (Ware-house..... 5.57)	17.58
4850	Texas Electric Service Co.	(Electricity, E.M. Custodian's) (Residence.....\$16.28) (E.M. Range Lights..... 12.02)	28.30
4851	Southwestern Bell Telephone Company	(Office Phone - ED-3263) (Local service & equipment) (for period from January 11,) (1954 to February 11,) (1954.....\$52.60) (Tolls per statement 5.77)	58.37
4852	Humble Oil & Refining Co.	(Oil and Gas for Levee Main-) (tenance Vehicles.....\$81.92) (Land Agent..... 31.84)	113.76
4853	Mitchell, Gartner & Thompson	(Premium on official bonds of) (Directors of this District:) (Joe B. Hogsett.....\$25.00) (Houston Hill..... 25.00) (Dan H. Priest..... 25.00) (W. L. Pier..... 25.00) (A. T. Seymour, Jr..... 25.00)	125.00
4854	Typewriter Supply Company	6 reams 8 1/2 x 14 Bond Paper, 20 lbs.	15.00

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4855	Tarrant County Water Control and Improvement Dist. No. 1	(Closing District's "Special) (Fund" and transferring) (balance of \$38,717.84 to the) (District's "Construction) (Fund")	38,717.84
4856	Sidney L. Samuels	(Legal Services as General) (Attorney for the month of) (January, 1954.....\$625.00) (Less: S. S. (2%)... 12.50)	612.50
4857	C. L. McNair	(Salary, January, 1954...\$750.00) ((W. T. \$83.20) (Less:(S. S. 15.00 98.20)	651.80
4858	E. B. Cheatham	(Salary, January, 1954...\$450.00) ((W. T. \$51.00) (Less:(S. S. 9.00 60.00)	390.00
4859	Ben F. Hickey	(Salary, January, 1954...\$750.00) ((W. T. \$103.20) (Less:(S. S. 15.00 118.20)	631.80
4860	Earl T. Thomas	(Salary, January, 1954...\$200.00) ((W. T. \$36.40) (Less:(S. S. 4.00 40.40) (\$159.60) (Plus: Auto Allowance 25.00)	184.60
4861	Beatrice Jeffries	(Salary last half January,) (1954.....\$100.00) ((W. T. \$18.20) (Less:(S. S. 2.00 20.20)	79.80
4862	Myrtle Hartmeister	(Salary, January, 1954...\$275.00) ((W. T. \$39.70) (Less:(S. S. 5.50 45.20)	229.80
4863	Idrena H. Reynolds	(Salary, January, 1954...\$225.00) ((W. T. \$10.70) (Less:(S. S. 4.50 15.20)	209.80
4864	B. W. Bintliff	(Salary, January, 1954...\$300.00) ((W. T. \$34.00) (Less:(S. S. 6.00 40.00)	260.00
4865	W. H. Hutcheson	(Salary, January, 1954...\$225.00) ((W. T. \$20.70) (Less:S. S. 4.50 25.20)	199.80
4866	Will Massingill	(Salary, January, 1954...\$250.00) ((W. T. \$None) (Less:(S. S. 5.00 5.00)	245.00
4867	Eugene Fruhwirth	(Salary, last half January,) (1954.....\$137.50) ((W. T. \$9.80) (Less:(S. S. 2.75 12.55)	124.95
4868	Earlie Anderson	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$1.70) (Less:(S. S. 1.85 3.55)	88.95
4869	Reuben Colquitt	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$11.70) (Less:(S. S. 1.85 13.55)	78.95

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4870	Joe Green	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$None) (Less:(S. S. <u>1.85</u> 1.85)	90.65
4871	Monroe E. Webb	(Salary, last half January) (1954.....\$92.50) ((W. T. \$None) (Less:(S. S. <u>1.85</u> 1.85)	90.65
4872	Edward Williams	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$6.70) (Less:(S. S. <u>1.85</u> 8.55)	83.95
4873	Vernon Williams	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$1.70) (Less:(S. S. <u>1.85</u> 3.55)	88.95
4874	Frank Lay	(Salary, last half January,) (1954.....\$92.50) ((W. T. \$1.70) (Less:(S. S. <u>1.85</u> 3.55)	88.95
4875	Ed Powell	(Cash consideration paid to Ed) (Powell for the conveyance by him) (to this District by Deed of Gen-) (eral Warranty Lots #3,4 & 5 of) (Block #23 in Evans-Pearson-West-) (wood Addition to the City of Ft.) (Worth, Tarrant County, Texas) (per contract of sale and pur-) (chase of real estate executed) (January 8, 1954, by Ed Powell as) (seller and for the District by) (Houston Hill. Approved by Board) (of Directors at a meeting held) (January 15, 1954. Program "B")	3,500.00
4876	Southwestern Bell Telephone Company	(Phone CE-7-3303 E.M. Custodian's) (Residence - January 24, 1954 to) (February 21, 1954.....\$12.50) (Toll Calls..... <u>4.15</u>) ((<u>\$16.65</u>) () (Phone CE-7-3304 - Assis-) (tant Custodian's Res....\$11.50) (Toll Calls..... <u>1.94</u>)	30.09
4876	Joe B. Hogsett	Director's Fee, January, 1954	30.00
4878	Howston Hill	" " " "	30.00
4879	Dan H. Priest	" " " "	10.00
4880	W. L. Pier	" " " "	20.00
4881	A. T. Seymour, Jr.	" " " "	20.00
4882	Postmaster	400 Three-cent Postage Stamps	12.00
4883	James E. Robinson	(Salary, January, 1954---\$128.00) ((W.T. None) (Less:(S.S. <u>\$2.56</u> 2.56)	125.44
4884	John T. Tucker	(Salary, January, 1954---\$120.00) ((W.T. \$7.50) (Less:(S.S. <u>2.40</u> 9.90)	110.10

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>AMOUNT</u>
4885	Ray A. Gilley	(Salary, January, 1954...\$120.00) ((W.T. \$12.00) (Less:(S.S. 2.40 14.40)	105.60
4886	Ernest Glen O'Dell	(Salary, January, 1954...\$192.00) ((W.T. \$12.00) (Less:(S.S. 3.84 15.84)	176.16
4887	Continental National Bank, Fort Worth, Texas	(Withholding Tax)	518.40
4888	Tarrant County Water Control & Improvement District #1, Social Security Fund	(Social Security Tax)	127.60
4889	VOID	VOID	
4890	Tarrant County Water Control & Improvement District #1 Social Security Fund	(Social Security Tax Contribution)	127.60
4891	Mrs. Ione Sargent	(3 days extra stenographic work) (@ \$8.00 per day.....\$24.00) (Less: S. S. Tax..... 0.48)	23.58
4892	Ottinger Construction Co.	(Payment of periodical Est. #7) (of work performed & materials) (furnished under their contract) (dated 6-26-53, for construction) (of W. 7th St. bridge Extension) (for the period 1-1-54 to 1-31-54) (Incl.: Total value of original) (contract performed...\$352,255.31) (Extra work performed None) (Materials on hand.... 9,440.47) (Total value of work) (to Date.....\$361,695.78) (Less amt. retained) (15%..... 54,254.37) (Net amount earned on) (Contract.....\$307,441.41) (Less amount of pre-) (vious payments..... 283,108.58) (BALANCE DUE THIS EST.) (Program "B")	24,332.83
4893	J. B. Clardy Construction Company	(Payment of periodical Est. #16) (of work performed & materials) (furnished under their contract) (dated 9-18-52, for construction) (of N.E. 12th St. Bridge for the) (period 1-1-54 to 1-31-54, Incl.) (Total value of original contract) (performed.....\$320,048.88) (Extra work performed None) (Materials on hand.... 4,196.57) (Total value of work) (to Date.....\$324,245.45) (Less amount retained) (15%..... 48,636.82) (Net amount earned on) (Contract.....\$275,608.63) (Less amount of pre-) (vious payments..... 265,952.53) (BALANCE DUE THIS EST.) (Program "B")	9,656.10

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, To #4924 , INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4894	Cook Paint & Varnish Company	(Paint, Wire Binder and Floor) (Enamel for Flood Gates for) (Levee Maintenance Use)	29.41
4895	Hertel General Tire Company	(Tire and Tube repairs for) (Levee Maintenance)	18.05
4896	Danciger Building	(Office Rent for the month of) (February, 1954: Rooms #501-02-) (03 and #521-522)	260.00
4897	Gary-Nees Company	(Maintenance materials used at) (Bridgeport)	12.72
4898	Stafford-Lowdon Company	(Election supplies used for) (election held January 12, 1954,) (for election of 3 directors to) (Board of Tarrant County Water) (Control and Improvement District) (Number One.)	132.00
4899	Texas Motors	(Repair to wrecked Ford Pick-Up) (used by B. W. Bintliff, Cus-) (todian of Eagle Mountain Lake)	376.14
4900	Vernon Law Book Company	(One Volume, 1954 Supplement) (Vernon's 1948 Texas Statute)	8.00
4901	Ernest Allen Motor Company	(1000 mile inspection, State Tax) (Stamp and Grease job on Dist-) (rict's car used by C.L. McNair,) (General Manager.)	2.50
4902	Jones Hardware	(2 quarts Kentone wall paint for) (Custodian's Residence)	2.84
4903	Eagle Mountain Lumber Co.	(Maintenance supplies used on) (Fence on Main and Spillway Dams) (at Eagle Mountain Lake.)	12.60
4904	Majestic Reproduction Co.	(Miscellaneous prints and) (Photostats)	16.17
4905	Rex H. Bird Motor Co.	(Door Glass and Fan Belt for) (Bridgeport Pick-Up)	15.94
4906	Fort Worth Star Telegram	(Publication January 11th, 18th) (and 25th, 1954 in the Fort Worth) (Star-Telegram "Notice to Bidders") (on the Construction of the Drain-) (age Structure for Crawford Ad-) (dition Levee)	43.20
4907	Texas Contractor	(Publication January 19, 1954 in) (the Texas Contractor "Notice to) (Bidders" on the construction of) (the Drainage Structures for Craw-) (ford Addition Levee.)	18.00
4908	Fort Worth Press	(Publication January 11th, 18th &) (28th, 1954 in the Fort Worth Press) ("Notice to Bidders" on the Con-) (struction of the Drainage Struc-) (ture for Crawford Addition Levee)	39.27

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, TO #4924, INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
4909	The Fort Worth National Bank of Fort Worth	(In payment for \$25,000.00 Par) (Value Tarrant County Water Con-) (trol & Improvement Dist. #1,) (1-3/4% Improvement Bonds,) (Series 1950, dated 12-15-50,) (maturity 12-15-72 @ \$85.356080) (per \$100.00.....\$21,339.02) (Accrued Int.) (12-15-53 to 2-8-54 <u>64.38</u>)	21,403.40
4910	Banner Service Station	(Parking of District's cars dur-) (ing the month of January, 1954:) (Ben F. Hickey.....\$ 15.00) (General Manager..... 8.00) (Levee Maintenance..... <u>3.50</u>)	26.50
4911	Tarrant County Water Con- trol and Improvement Dist- rict Number One	Construction Fund Investment	526.25
4912	Tarrant County Water Control and Improvement District #1	Interest & Sinking Fund Invest- ment	120.75
4913	Texas Contractor	(Publication February 2, 1954 in) (the Texas Contractor "Notice to) (Bidders" for Bids on the Con-) (struction of an 18" Sewer Siphon) (with appurtenances, across the) (West Fork of the Trinity) (River.....\$18.75) () (Publication February 2, 1954 in) (the Texas Contractor "Notice to) (Bidders" for Bids on the Con-) (struction of The Crawford Ad-) (dition Levee.....\$18.25)	37.00
4914	Fort Worth Star-Telegram	(Publication January 25, February) (1st and 8th, 1954 in the Fort) (Worth Star-Telegram "Notice to) (Bidders" for Bids on the Con-) (struction of an 18" Sewer Siphon) (with appurtenances, across the) (W. Fork of the Trinity) (River.....\$45.00) () (Publication January 25, February) (1st and 8th, 1954 in the Fort) (Worth Star-Telegram "Notice to) (Bidders" for Bids on the Con-) (struction of the Crawford Ad-) (dition Levee.....\$45.00)	90.00
4915	Southwest Boat Works	(Rent on Warehouse for Levee) (Maintenance for period 2-15-54) (to 3-13-54..... \$25.00) (Electricity for Garage 6.50) (Welding on Stove..... <u>10.00</u>)	41.50
4916	Marion Herring Boat Works	(January, 1954, Storage for Eagle) (Mountain Patrol Boat)	18.70
4917	Longview Creosoting Co.	Post for the Levee Maintenance	540.00

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECK #4834, TO #4924 , INCLUSIVE.

<u>VO.NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>AMOUNT</u>
4918	Tri-County Electric Corp. Inc.	(Traffic bulbs for Eagle) (Mountain Range Lights)	9.60
4919	Walter's Garage	(Repairs to Levee Maintenance) (Jeep Pick-Up and Ford Dump) (Truck)	36.55
4920	J. D. McKelvey	(In payment in full for one Low-) (boy trailer purchased by B. W.) (Bintliff, Custodian Eagle) (Mountain Lake to be used for) (hauling tractor and other equip-) (ment to and from jobs.)	35.00
4921	Jones-Moncrief Lumber Co., Inc.	(50-lb. can plastic cement for) (repair on Levee Maintenance Shed)	5.75
4922	Continental Oil Company	(Oil and gas used in car of C. L.) (McNair, General Manager...\$49.68) (Oil and gas used in car) (of Ben F. Hickey..... <u>33.16</u>)	82.84
4923	Leonard's Department Store	(Miscellaneous Supplies:) (Eagle Mountain.....\$34.91) (Levee Maintenance... <u>21.40</u>)	56.31
4924	Well Machinery & Supply Co.	(Miscellaneous supplies for Levee) (Maintenance)	<u>89.15</u>
T O T A L			<u>\$ 119,461.20</u>

OTTINGER CONSTRUCTION COMPANY

6100 CAMP BOWIE

P. O. BOX 9295

FORT WORTH 7, TEXAS

February 9, 1954

*To become part of the
minutes of Dec. 12, 1954*

*Formulating
2-12-54*

FEB 10 1954

Freese & Nichols
Consulting Engineers
407-410 Danciger Building
Fort Worth 2, Texas

Attention: Mr. Nichols

Re: West 7th Street Bridge

Gentlemen:

Under the terms of the above mentioned Contract, we are to notify you in writing of the date that we are "substantially complete".

On February 8, 1954, we poured our last floor slab, this slab was poured with the use of "quick setting" cement. We used this "quick set" for the purpose of expediting the use of this bridge for traffic, if necessary, this bridge could be used the morning of February 9, 1954, therefore, we respectfully request that our contract time be stopped as of midnight February 8, 1954.

Your letter confirming this date will be appreciated.

Yours very truly,

OTTINGER CONSTRUCTION COMPANY

By *E. C. Ottinger*

ECC-bm

cc: Tarrant County Water Control
and Improvement District Number One.

*Copy
2/11/54
55*

2-17-54

To become part of the Minutes
of February 12, 1954

February 15, 1954

District Public Works Officer
Eighth Naval District
U. S. Naval Station
New Orleans 12, Louisiana

Attention: Mr. Harwood Shoemaker
Property Administration
Division Director

Re: DE - 200/HS/bn
Serial: FW

Dear Mr. Shoemaker:

We have before us your letter of January 6th, 1954, with enclosures, and we have also your letter of inquiry dated February 3rd, 1954, in which you refer to your prior letter and bring to our attention the subject of the exchange of lands and the changes made in the draft of the instruments previously transmitted to you and by you in turn to the Federal authorities in Washington.

We have been somewhat delayed in making prompt response to your letter of January 6th because it became necessary, in view of the changes which the Washington office had made in the documents prepared by this office, to lay before the full Board of the District the matter of such changes and their significance.

First, we are not inclined to present objection to your leaving out of your conveyance the calculation of the total acreage in the deeds. With the map attached to the instrument the land is sufficiently identified, and computation of acreage would

2/15/54

be a matter of simple arithmetical calculation.

In subdivision A of your letter of January 6th, you make mention of a reservation of easement for impounding and depositing water on Areas "A" and "B". This easement is followed up with a limitation to this effect:

"It is suggested the present mean high water mark, either natural or artificial, be employed as a practical limitation as that mark proves the using of the field by the Navy."

This change is materially at variance with the understanding between the officers of this District and the officers representing the Eighth Naval District and, therefore, the change as it now appears in the draft of the instrument which was lately prepared by Washington authorities cannot be accepted.

It is also permissible to add, that this radical change comes at a very late period of time, as a prior agreement had been made between representatives of this District and those of Washington in which no such restriction was sought to be imposed. To substantiate what we are now saying, and in proof of the correctness of our position, let us refer to your letter of April 18, 1951 addressed to the District, 447/ES:lm, in which, among other things, you say "the documents and data have received careful consideration and are returned with comments and suggestions for your consideration". You then call to our attention certain trivial changes but nowhere in that letter did you suggest the alteration that is now proposed and which is hereinabove set out.

2/15/54

Thereupon, following out the changes you proposed, the documents were then revised to read accordingly. Three years have elapsed since the date of your letter and now for the first time, in the teeth of the agreement heretofore mentioned, you or Washington now suggest a change which materially encroaches upon the policy of the District in controlling the level of Eagle Mountain Lake. It is also to be observed that the instrument as we prepared it corresponds with the provision of the Decree in the U. S. District Court at Fort Worth in which the Federal Government was granted a temporary use of the lands which under the agreement of exchange, the District was to convey to you.

We enclose for your reading a copy of the stipulation that appeared in the Decree of the Federal Court - Civil Suit No. 432 on the Docket of the Court. To make it perfectly obvious, we enclose herewith copy of that part of the decree in which the subject matter of this comment is presented.

It also occurs to us that it is nothing short of an unfair proceeding on the one hand to require a fee simple title to the lands the District is to convey to you, and, on the other hand, that the instrument in which you convey your own land to the District should be limited to a naked quit-claim. A quit-claim, as we understand it, is a release of only such interests as the Government may possess at the time the instrument is executed, so that if the Government has heretofore granted rights on the premises so to be conveyed, although not of record, the District would take subject to such unrecorded interests or conveyances. For example: We

2/15/54

learn there are two persons here who assert interest in the property because of an asserted understanding or agreement with agents of the Government. One is Mr. Paul Tomlinson, who asserts that he has an instrument in writing from the Government giving him a right to use some of the property which forms a part of the proposed conveyance to the District. You have supplied us with no set of instruments or of title to disclose what we are getting and meanwhile you have granted, as it would appear from the claims of certain persons, the use of the property or some part thereof. However, if investigation should furnish convincing proof that the Federal Government has not granted such uses of the property to outside persons then we should be willing to accept a conveyance with a special warranty - that is to say a deed which would warrant as against the Government itself or any person or persons claiming under it. This would not be a general warranty and would simply make the Government protect us as against its previous conveyances to others, if such there be. This to apply only in the event it should develop that the Government, prior to the conveyance to the District, had granted some use in the property to other persons. Your special warranty would in such event protect us only as against such assertions of interest or ownership.

We have been endeavoring ever since the close of World War II to induce the Government to reconvey to us the land which it took and used for temporary purposes of that War, and so we have reached this decision:

If you cannot give us a conveyance good
in law to your own properties, then in the name

District Public Works Officer

-5-

2/15/54

of justice give us back our own property and we shall be content.

If this is refused then as a matter of course we shall be obliged to proceed in the U. S. District Court to procure a reinvestment of ownership and possession of our own properties which the Government of the United States has been withholding wrongfully from us over a period of many years.

We return to you the original of the papers, retaining copies for our files.

Yours very truly,

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BY /s/ Sidney I. Samuels
Sidney I. Samuels
General Counsel

SIS:gs

Encls. - 4

Carbon Copy of letter - 2

Signed Copy in File "TRACT NO. 16"

EXCHANGE OF LANDS WITH THE U. S.
GOVERNMENT AND THIS DISTRICT.