

Fort Worth, Texas
April 29th, 1927

Minutes of a Special meeting of Tarrant County Water Control and Improvement District No. 1, held on April 29th, 1927. Presiding, A. L. Baker, President; Present, Directors, W. H. Slay, H. M. Hightower, L. C. Abbott and W. E. Bideker, Secretary.

Messrs., Leslie Stimmons, T. H. Harbin, J. D. Kerwin, Simon Freese, Sidney Samuels and Ireland Hampton, also present at this meeting.

Major J. B. Hawley presented the following report:

The Directors,
Tarrant County Water Control and Improvement District No.1,
Fort Worth, Texas.

Gentlemen:--

Inasmuch as it appears that the State of Texas will not, at present, co-operate with your district in the construction of flood control works, and following your instructions, we beg to report upon a modified program of construction which will afford complete flood protection for the District and will store water, as covered by the District's water rights, for potential, domestic, industrial and irrigation supply.

The cost of building the two storage-retarding basins alone, as originally planned, will be six million five hundred thousand (\$6,500,000) dollars. This modified program eliminates the irrigation distribution system and the fund which was provided for interest and sinking fund during the construction-development period. Although the irrigation system would be profitable to the land owners and would stimulate trade in the City of Fort Worth, there is no active demand on the part of the land owners for irrigation, and it is suggested that the District wait until the land owners demand irrigation before installing the irrigation distribution system.

It is probable that an agreement can be reached with the levee districts below Tarrant County whereby they will contribute from five hundred thousand to a million dollars to this District for the building of the retarding basins, the exact amount to depend upon the actual saving in construction accruing to the levee district or districts because of the construction of the basins. Such a contribution would reduce the cost of the proposed works to from five and one half to six million dollars.

By the time the bonds are sold, a twenty cent tax would probably cover the interest and sinking fund charges, this tax rate diminishing as the taxable values increase and as lands are later brought under irrigation. The City of Fort Worth would be able to reduce domestic and industrial water charges just as fast as its water-works indebtedness is paid off and the interest and sinking fund charges are reduced thereby.

Such an expenditure is not out of line with what other Texas cities are paying for similar improvements. Dallas will have spent from twelve to fourteen million dollars for a water supply equal to forty per cent of that proposed by this district and for levee flood protection. San Antonio is spending approximately four million dollars for a flood retarding basin and channel betterments which will protect her from a flood drainage area of thirty two square miles as compared with our twenty five hundred square miles. Wichita Falls has been paying a tax of one dollar per hundred for the partial flood protection and emergency water supply which Lake Kemp affords. Two such floods as the 1922 flood here would more than pay for the two proposed reservoirs.

It would be advisable to organize a district in the bottom lands in Dallas County from the Tarrant County line to the mouth of the Elm Fork of the Trinity, similar to the Wise County District, such a district and the Wise County District to be consolidated with the Tarrant County District. It would further be necessary to eliminate from the Tarrant County District the lands not protected from the floods or within the limits of the City of Fort Worth. This last step will at least be necessary before the bonds could be voted.

Respectfully submitted,

HAWLEY and FREESE

Per John B. Hawley

On motion the report was received and made part of the minutes

After general discussion on the future plans of the District, Major J. B. Hawley was instructed to prepare new boundary lines, excluding additional lands from the District.

Members of the Dallas Levee District present, expressed themselves very freely and promised their hearty co-operation and support in carrying to completion p and support in carrying to completion our project.

No further business, the meeting adjourned subject to call of the President.

Attest:

W. E. [Signature]
Secretary

A. L. [Signature]
President

Exhibit B
Minutes of Nov. 2nd, 1927

STATE OF TEXAS

COUNTY OF TARRANT

Whereas, the Tarrant County Water Control and Improvement District No. I, located in said State and County, is desirous of constructing two storage dams and reservoirs on the Trinity River, making certain levee improvements in the City of Fort Worth, and constructing necessary appurtenant works, contemplated under the \$6,500,000.00 bond issue; voted October 8th, 1927; and whereas certain surveys, plans, specifications and engineering supervision will be necessary to the construction of the above improvements; and whereas said District is desirous of employing Hawley and Freese, a partnership consisting of John B. Hawley and Simon W. Freese, both of Fort Worth, Texas, to make the necessary surveys, prepare the plans and specifications, and supervise the construction of the above mentioned improvements; and whereas said employment involves personal skill and the reposing of personal trust; Now, therefore:

(1) The Tarrant County Water Control and Improvement District No. I, acting through its Board of Directors hereby employs Hawley and Freese to make the necessary surveys, prepare the plans and specifications, and supervise the construction of the above mentioned improvements, throughout the entire scheme and plan of work to ultimate completion,

(2) And Hawley and Freese personally each hereby agree to render the services just above mentioned to ultimate completion of the proposed works, furnishing all instruments and materials, at their own expense, necessary to the accomplishment of such engineering work, including (a) preparation of all data for obtaining water permit from State Water Board, (b) the surveying of all lands to be purchased, (c) the making of all necessary soundings at damsites, (d) preparation of detailed plans and specifications, (e) tabulation of bids and assistance

in award of contracts and preparation of contract forms, (f) the furnishing of all construction grades and lines, (g) the providing of detailed and personal supervision of all construction work, (h) preparation of contractor's "estimates", (i) the handling of all correspondence of the Board with reference to engineering and financial matters, (j) the supplying of engineering data and assistance in obtaining co-operation, contributions and aid, (k) in general providing all engineering services necessary to the completion of the above mentioned works, and the further doing of such things necessary and requisite to the due, proper and complete fulfillment of the plans and purposes of said District in the construction and final completion of said public works. The said Hawley and Freese agree to act diligently, efficiently, and with all proper dispatch in the performance of the tasks engaged to be done hereunder, and failing to do this or in the event they should fail or refuse or become unable to carry on said work or to proceed with the due prosecution of same, then the said Board of Directors may select or substitute someone else in their stead or place, after which all claims for further compensation or their part shall cease and determine,

(3) For engineering services to be rendered as above, the sum of four and one half per cent of the cost to the District of said works, payable as follows:

(a) One per cent (1%) of the estimated cost upon completion and delivery of plans and specifications for the works, less any payments which may be made during the progress of surveys and the drafting of plans and specifications; (it being mutually understood that such partial payments will be made during the preparatory stages, upon estimates presented by second parties, approved by the Board of Directors of first party);

(b) One and one-half per cent ($1\frac{1}{2}\%$) of the estimated cost of the works, upon award of contract or not to exceed 60 days after approval of plans by the Texas State Board of Water Engineers and

(c) Two per cent (2%) based upon "monthly estimates" and "final estimate" to contractors, during the construction period and upon final inspection of work; and upon land purchases as such purchases are made.

The above mentioned payments to be made out on the proceeds of the above mentioned Bond Issue voted October 8th, 1927.

(4) All questions of disagreement under this contract shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three; one named in writing by each party, and the third chosen by the two arbiters so selected. The arbiters shall act with promptness. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiters may be filed in court to carry it into effect. The proceedings and enforcement of award shall be in accordance with the Statutes of the State of Texas in such cases made and provided.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters shall be made in writing, and shall not be open to objection on account of the form of proceedings or award,

Provided however that nothing herein shall be construed to delegate to others the performance of those duties conferred by law on said Board of Directors.

IN TESTIMONY WHEREOF, witness the name of the Tarrant County

Water Control and Improvement District No. I, signed by its Board of Directors, with the corporate seal, and the signature of Hawley and Freese, this 2nd day of November, A.D. 1927.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. I,

By W. L. Fuller
President of the Board of Directors,

Attested By W. E. B. [unclear]
Secretary of the Board of Directors,

By W. E. B. [unclear]
Member of the Board of Directors,

By H. M. Hightower
Member of the Board of Directors,

By W. H. Day
Member of the Board of Directors,

HAWLEY and FREESE,

By John B. Hawley

By Simon W. Freese