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 THIS THE 16TH DAY OF JUNE, A. D. 1930, AT 3 O'CLOCK P.M.

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The call of the roll disclosed the presence of all of the directors as follows, viz:

W. R. Bennett C. A. Hickman Joe B. Hogsett W. K. Stripling E. E. Bewley

W. R. Bennett presided in his capacity as President; Director Stripling acted in his capacity as Secretary.

At this time and place the following proceedings were had and done, viz:

- 1. Reading of the minutes of the meeting of June 9th was passed to the meeting to be held on June 23, 1930.
- 2. There were presented to the Directors notes based on oral communications by Mr. Culwell, one of the Commissioners of Wise County, Texas, which was in substance as follows:
- (1) That the clearing gangs operating in Bridgeport basin had left logs on the low land along Hunt's Creek between the Rominger Ranch and the Astin Ranch;

(2) High water had floated these logs against a bridge over a slough parallel to Hunt's Creek, and knocked it loose from one abutment and anchor-

(3) That the Contractors had been notified to repair the bridge, or to make available to the County the money to repair the bridge; that this request had not been complied with; that the bridge was unsafe and should be promptly repaired. Based on these facts the Commissioners of Wise County request that the Contractors be required promptly to repair the bridge, or to make available the money to cover the cost of repair by the County.

After full consideration of this request by the Directors, they gave direction that the Contractors be advised of the facts and that they be requested to make prompt repair of the bridge; further, that the Commissioners' Court of Wise County be given advice that the request had been made. All letters pertaining to this matter shall be attached to these Minutes as part hereof.

4. Thereupon there came up for discussion the Engineers' Estimate of the time at which Construction Funds now in hand may be exhausted, in order to enable the Directors to make plans concerning the issuance and sale of additional bonds. It was tentatively agreed by the Directors that money now on hand may be expected to meet the requirements up to October, but that it would be necessary to take steps to anticipate exhaustion of funds at about this time. After full discussion it was ordered that the question of the actual order for the issuance of bonds be passed for determination at a meeting to be held the first Monday in July, 1930. It was further tentatively agreed that an order for

issuance of bonds be presented for approval at that time: Further, that the order to be presented be tentatively based on factors as follows:

- (1) Bonds to be dated September 15, 1930, and to mature serially forty (40) years after their date, according to the usual level tax plan;
- (2) Par value of bonds to be issued \$1,500,000.00; rate Five (5) per cent.
- 6. Thereupon the land Committee made report as follows. viz: Directors Hickman and Stripling, composing the Land Committee, presented proposed duplicate contract between the district and Mrs. Kate Craddock, whereby it was to be agreed that the District would pay for forty (40) acres of land, known as the Hunt Burial Ground, on the Cactus Hill Ranch, at the rate of \$30.00 per acre. This contract was subject to the further provision that the district would remove the bodies and monuments from their present situation; that the district would provide a lot in the Bridgeport Cemetery for the bodies and place markers, all to be done as is set forth in the written agreement, and to be at the cost and expense of the district. It was reported to the Directors by Director Hickman that he had a proposal for the performance of this service by the Undertaker at Bridgeport, whereby he was to provide a lot and perform the service in accordance with the contract for the sum of \$ It was stated that there had been no effort to procure other bids, due to the fact that the particular Undertaker was one satisfactory to Mrs. Craddock. which might have value in preserving harmony and keeping her satisfied with the manner in which the contract was being carried out. Thereupon Director Hogsett made a motion that the contract of purchase with the conditions stated, do be approved. and executed in behalf of the District. Further, that Directors Hickman and Stripling be given discretion concerning acceptance of the tender of service by the Bridgeport Undertaker, or the procuring of other bids and possibly other service. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it is so ordered.

Thereupon Director Hickman presented to the Directors a demand being made concerning the purchase of land by the District from G. W. Duke and others. It was represented that the deed, as drawn, had been executed by all parties, but that the owners of an undivided 1/5th interest in the land had executed the deed, but had returned it to Mr. Duke with the demand that the deed be not delivered unless this district would enter into supplemental contract granting to the owners of the 1/5th interest the mineral rights in the land to such extent as would be equal to their holding of title. After full consideration of this matter the Directors were of the opinion that the request should be denied. It was directed that advice to this effect should be given to L. P. Lowry and Mr. G. W. Duke, both of Newark.

No further business was presented and the meeting was ad-

journed.

As Secretary ling.

EXHIBIT TO MINUTES OF JUNE 16, 1930

RINITYFARM

LEVEE - DRAINAGE - IRRIGATION - DAMS

CAPITAL \$2,000.000.00

E. P. HARWELL, PRESIDENT
T. H. HARBIN, VICE PRESIDENT
J. D. KIRVEN, VICE PRESIDENT
D. K. WOODWARD, JR., VICE PRESIDENT
C. C. MIDDLETON, SECY-TREAS.

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M. A. ROSE J. C. BISSET ENGINEERS W. F. JOHNSON JESS WILSON SUPERINTENDENTS R. L. CREECH

Azle Way Ft. Worth, Texas June 27, 1930

Tarrant County Water Control and Improvement District # 1 418 Capps Bldg. Ft. Worth, Texas.

Attn. Mr. Ireland Hampton.

Dear Sir:

This is to advise that on or about the 22 nd of this month our forces completed the repairs to bridge in Hunt Creek bottom referred to in your letter of June 18th.

The writer and your Mr. Woolverton made an inspection of this bridge on June 21st. It was our conclusion that the damage to this bridge was not due to any logs having floated against same, but was caused by the high water floating the deck of the bridge off of the bents. While we do not feel that the damage was due to any fault of ours, we have proceeded with the repairs of this bridge as instructed, in order to avoid any friction between your Board and the County officials.

We trust that acknowledgment will be made that this bridge has been repaired to the satisfaction of your Board and the County Officials of Wise County.

We are,

Yours very truly,

FARM CONSTRUCTION COMPANY

Martin A. Rose.

June 28, 1930 Hon. S. J. Culwell, Commissioner of Wise County, Texas, Bridgeport, Texas. Dear Mr. Culwell: -On June 16th, 1930, you gave oral advice of a claim by Wise County based on the stated fact that this District's Contractors had permitted logs to lay on low ground along Hunter's Creek; that high water had caused a log or other cut timber to float against a bridge over a slough near Hunter's Creek, between the Rominger and Cactus Hill ranches, in such manner as to unseat the bridge from one foundation and abutment. On the same day the Directors gave direction to the Contractors that they restore the bridge to its prior usable condition. We on June 27th, 1950, were given written advice that the Contractors have restored the bridge: Will you kindly inspect the bridge, and give us written report covering your findings as to whether or not the restoration of the bridge meets your approval as to sufficiency. Respectfully, TARRANT COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NUMBER ONE Attorney IH CW-

June 18,1930 Trinity Farm Construction Company, Inc., McKenzie Construction Company, Uvalde Construction Company, Azleway, Azle, Texas. Gentlemen: On Monday, June 16, 1930, Mr. A. L. Culwell, a Member of the Commissioners' Court of Wise County, Texas, made representation to the Directors of this District as follows: (1) That the Clearing Gangs, in operating in the Bridgeport basin had left logs on the low land along Hunt's Creek, between the Rominger ranch and the Astin Ranch; (2) High water had flooded these logs against a bridge over a slough parallel to Hunt's Creek, and knocked it loose from one abutment and anchorage; (3) That the Contractors had been notified to repair the bridge, or to make available to the County the money to repair the bridge; that this request had not been complied with; that the bridge was unsafe and should be promptly repaired. Based on these facts the Commissioners' of Wise County request that the Contractors be required promptly to repair the bridge or to make available the money to cover the cost of repair by the County. Upon consideration of this request Mr. M. C. Nichols. one of the District's Engineers, reported that in his opinion -16

the cost to restore the bridge would be very small: Based on this consideration it was the opinion of the Directors that the Contractors should be requested promptly to restore the bridge. This letter is our request that this be done promptly, in order to avoid friction with the Wise County Officers. Kindly give us written advice concerning your conclusions in the matter, and also please let us have report concerning actual compliance with the request. Respectfully, TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE. Ireland Stampton IH:AM Attorney. cc/Mr. A. L. Culwell, Bridgeport, Texas.