

MINUTES OF QUARTERLY STATUTORY MEETING OF THE DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
HELD IN THE DISTRICT OFFICE ON FEBRUARY 2, 1931, AT 3 P.M.

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

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

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

1.

The first quarterly meeting, fixed by statute, was to have been held at 10 a. m. on this day: Due to the fact that it was not possible to procure a quorum at 10 a. m., the meeting was recessed to the above stated hour. No person had appeared at 10 a. m. to present any matter to the Directors. Due to the pressure of other business the reading of Minutes of the prior meetings was postponed.

2.

John B. Hawley, one of the District's Engineers, appeared before the Board of Directors to relate the factors embraced in several matters as to which the Engineers and the Contractors for the District were not in accord. As to this he made a statement in substance as follows:

(a) The classification of blue shale at the Bridgeport Dam by the Arbitrators as "solid rock" had caused the classification "solid rock" at that dam to exceed the predicted quantities, plus 25%, by about 40,000 cu. yds.

(b) Heavy clearing at both the Eagle Mountain and the Bridgeport Reservoirs had over-run the predicted quantities of heavy clearing and a recheck of the clearing remaining to be done by the District's Engineers had indicated

an over-run of the predicted quantity of heavy clearing, plus 25%, by about 3,000 acres: The light clearing was running under the predicted quantities.

(c) There has been encountered in the Eagle Mountain Reservoir "sand rock" which requires shooting, but which upon being shot, becomes "sand." As to this material he stated that the Engineers and the Contractors had reached an agreement that this material should be classified as "loose rock," and paid for accordingly.

As to the controversies embraced in (a) and (b) foregoing, Major Hawley stated that the Contractors had chosen to avail themselves of Art. 15 of the General Conditions of the Agreement, which relates to adjustment of prices, where any given material might reach 25% above a predicted quantity, or fall 25% below any predicted quantity. He called attention to the fact that the Contractors were within their rights calling for an adjustment both as to compensation for excavation of the "blue shale," at Bridgeport, for clearing heavy timber in excess of the predicted quantities, plus 25%, and also to cover light clearing falling more than 25% below the predicted quantities for clearing. He explained that this adjustment, under the contract could be by agreement between the parties, or, if no agreement was reached, that the work must be done on a cost plus basis.

Further, that the Contractors now proposed to accept compensation for excavation of the "blue shale" at \$1.25 per cu. yard. That in consideration of this agreement that they would waive any claim they might have for alteration of the compensation for clearing, either heavy or light; further, that they would make no contest whatever concerning the replacements of the retaining wall at the Bridgeport Conduit; and that they would not raise any question in regard to having been required to mix sandy materials in clay for the levee embankment at the Eagle Mountain spillway section. He stated that in his

opinion the result of an adjustment on the clearing was very uncertain and might involve a considerable increase in cost to the District: Further, that while he considered 85¢ per cu. yd. a fair compensation for the "blue shale" excavation, the proposal of settlement at \$1.25 per cu. yard on the "blue shale," all other matters of potential dispute to be embraced in the accord, would prove advantageous to the District. There was full consideration of this matter and it was the sense of the Directors that the Engineers for the District prepare a proposed written accord in keeping with the recommendations made by Major Hawley. It was so ordered, subject only to approval of the agreement by this Board of Directors.

3.

There was presented to the Board by Director Bewley an executed reciprocal receipt executed by him in behalf of the District and by the Continental National Bank, dated January 28, 1931, describing \$10,000.00, par value, of United States Treasury Bonds, which have been placed in pledge with him, as Custodian for the District. He explained that due to a tax payment the District's deposit required additional security and that for this reason he had required the additional securities. He stated that in his opinion the District's present balance, with this additional pledge of securities, was amply protected and he recommended that the pledge be approved. WHEREUPON he did move that the reciprocal receipt executed by him do be attached to these Minutes as "Exhibit A," and that one of said receipts do be attached to the original bond of the Depository Bank as "Exhibit 18," as is provided for in said bond: Further, that said pledge of collateral do be approved and confirmed as of date January 28, 1931, This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

34

4.

Thereupon it was called to the attention of the Directors the fact that Head-Teas & Co., as local Agents, had advised the District that the Home Indemnity Company would cancel their Workmen's Compensation and Public Liability policies, covering both Uvalde Construction and the McKenzie Construction Co. at a date not later than February 6, 1931: Further, Head-Teas & Co. were proposing to give substitute coverage by the Associated Indemnity Corporation of San Francisco. Director Bewley stated that from his investigation of the responsibility of the proposed Insurer, he found them to be rated very highly, and he therefore moved that the District do accept substitute coverage as above designated, under a policy to be issued by the Associated Indemnity Corporation of San Francisco. This motion was seconded by Director Stripling. Upon a vote being taken, the motion was carried and it was so ordered.

5.

Mr. Nichols of the Engineers, presented a written statement concerning facts and the recommendation of the Engineers concerning a settlement proposed to be made by the District for the taking of the two pipe lines owned by the Texas Pipe Line Company, and to be submerged by the Eagle Mountain Reservoir. This statement was accompanied by certain data and maps showing the location of the existing pipe lines, the effect of the water coverage on those lines, and as well showing a map, which indicates the present location of the pipe lines and the proposed location for a new and larger substituted line, which would much reduce the distance for which the line would be under water. He stated that the Pipe Line Company through its District Superintendent, Mr. Haden, and its Attorney, Mr. Garrett, had tendered a complete accord and satis-

35

fraction of all matters in dispute for the sum of \$25,000.00, to be paid by the District, upon these conditions:

(a) That the Texas Company have such salvage as might be obtained from the old lines; (b) That the District without cost to the Pipe Line Company, would furnish relocation right of way over all lands which the District owns or may own in fee simple. Said written communication, together with the supporting data, are attached to these Minutes as "Exhibit B," and hereby referred to as part hereof. Mr. Nichols stated that in his opinion the fair present value of the two pipe lines in place (14,500 linear ft.) was reasonably the sum \$29,000.00: That the cost to produce the relocated 10 inch line, not to include right of way cost, would be approximately \$40,000.00. He explained that it was the proposal of the Pipe Line Company to provide on both the West side of the Lake and the East side of the Lake, gates which could be closed in case of breaks, which might release oil in the stored water. He stated that the proposed line would be approximately 15,000 feet in length; that it would be all ten inch pipe, of extra heavy weight, to be welded in joints, and to be wrapped in asphaltic covering. That as the two lines with which this new line would connect were old lines, of lighter pipe and have screw joints, it was not probable that a break would occur in the new section. He stated that the pipe line Company fully understood that they were to assume all risks which might grow out of pipe line breaks and pollution of the stored water. There was full consideration of this matter, whereupon Director Strippling made a motion that the settlement with the Texas Pipe Line Company, as proposed do be approved and consummated, subject only to approval by this Board of the actual contract to be executed as between the Pipe Line Co. and this District. This motion was seconded by Director Hogsett. Upon a vote being

taken the motion was carried and it was so ordered.

6.

There was presented to the Directors for approval the District's Voucher Check No. 2357, payable to J. K. Peden and wife, for the sum \$5,345.41. This was accompanied by certificate of the Attorneys and Engineers that the title was ready for delivery to the District and that the land quantity had been verified. Upon consideration of this matter Director Bewley made a motion that the Voucher Check as presented do be approved, issued, and delivered to J. K. Peden, upon condition that the District do have delivery of good and sufficient deed to evidence valid title in this District. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

7.

REPORT OF LAND COMMITTEE

LAND PURCHASE: There was presented to the Board of Directors by Director Hickman a proposed contract between the District and the First National Bank of Fort Worth, dated February 2, whereby it was proposed that the District purchase from the Bank 274.68 acres of land, located in Wise County, Texas, formerly the property of A. J. Meyers, for the consideration of \$20.00 per acre. Further, that the District do purchase a water easement upon an additional 60.45 acres of said land at the rate of \$3.00 per acre. There was consideration of this matter, WHEREUPON Director Hickman did move that the contract of purchase as proposed do be approved and confirmed, subject only to the usual requirements for the examination of title and the delivery of good and sufficient deed. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

PROPOSED LEASES: There were two proposals to lease lands from the District: These proposals relate to lands situated at an elevation higher than the normal storage water line as established by the District's Engineers, and to cover the time now remaining up to January 1st, 1932. These proposals were as follows:

(a) O. G. Lowry, to lease 16.72 acres of land for pasture, out of the tract of land purchased by the District from J. N. McKee, index No. 296. On this contract was the endorsement "No improvements." This proposal was accompanied by check drawn by O. G. Lowry on the First State Bank of Newark, payable to this District for the sum \$12.50.

(b) Jno. I. Burgess, to lease from the District approximately 226.46 acres of pasture land, being the high lands out of the tracts purchased by the District from Stock Yards National Bank (Index 342A) and J. B. Hoskins (Index No. 344A). This proposal bore notation as follows: "This contract will be in effect on February 1, 1931, and to terminate December 31, 1931, at a rental of \$25.00 per month, payable in advance." This proposal was accompanied by check of Lennie Jarvis Burgess, By J. I. Burgess, drawn on the First National Bank of Fort Worth, payable to this District for the sum \$25.00. It was orally related that as a condition of this proposal it was to be understood that Mr. Burgess would be given supervision of those parts of the above designated tracts of land, which were not included in his lease; but that he should have no authority other than to report trespasses to this District for such action as they might deem properly required.

There was consideration of each of these proposals, WHEREUPON Director Hickman made a motion that said proposals do be approved, confirmed and consummated; subject, only to the actual payment of the delivered checks, and the execution of proper leases on the District's usual form. This motion

was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

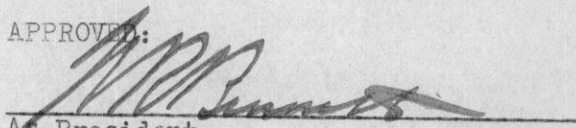
MISCELLANEOUS LAND MATTERS: 1. There was laid before the Directors the claim of R. E. Petty in behalf of his Sister, Anna O. Wilkerson, whereby it was stated that she had not agreed with Mr. Barnes that the improvements on the Wilkerson land should remain there until December 31, 1931: That Mr. Petty had claimed that the improvements consisted of one old house and one old Barn and some fencing. It was the sense of the Directors that Mr. Petty should be advised that the District had no knowledge of any agreement whereby Mrs. Wilkerson had reserved title to the improvements on this land: That said improvements, however, had little or no salvage value: That Mr. Petty should be advised that they could not recognize the claim of Mrs. Wilkerson, but that if she would not now undertake to remove the house and barn that she might at any time on or after January 1, 1932, remove said house and barn, but that no consent be given to the removal of outside fences. It was so ordered.

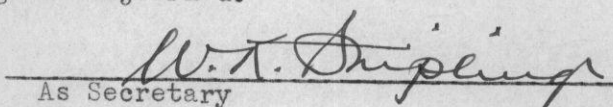
8.

There was presented to the Directors a proposed Notice to be published concerning the selection of a Depository by this District. It was explained that this Notice was required to be published not later than February 9, 1931, to be followed by publication on February 16 and 23, 1931. This notice advised that Bids for the Depository would be publicly opened at the District's office on March 3, 1931. It was the sense of the Directors that this Notice should be published as proposed and that the expense to do the same should be authorized. It was so ordered.

Thereupon the meeting was adjourned.

APPROVED:


As President


As Secretary

39

"EXHIBIT A,"
2/2/31

"EXHIBIT 18"

(To be attached to bond of Continental National Bank to secure deposits of Tarrant County Water Control and Improvement District Number One, as "Exhibit 18")

The following is a descriptive list of securities delivered by the Continental National Bank of Fort Worth as pledge in lieu of other bond to secure deposits of Tarrant County Water Control and Improvement District Number One, on this the 28th day of January, A.D. 1931 :

United States, 4%, Treasury Bond of 1944-54, with June 15, 1931 and subsequent coupons attached, No. C00068773....\$10,000.00

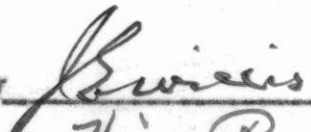
THE FOREGOING SECURITY in amount of \$10,000.00 is pledged under the Bond of Continental National Bank of Fort Worth, as District Depository of funds of Tarrant County Water Control and Improvement District Number One; Bond dated March 12th, 1930.

WITNESS OUR HANDS on this the 28th day of January, A. D. 1931.

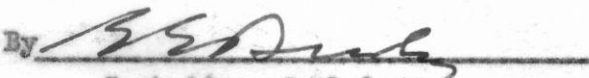
CONTINENTAL NATIONAL BANK OF FORT WORTH,

ATTEST:


Cashier

By 
As Vice President

THE ABOVE DESCRIBED BONDS RECEIVED BY:
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

By 
Custodian of Pledges

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
A. HUNTER

CP
EXHIBIT B
2/2/31
HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
417 CAPPS BUILDING
FORT WORTH, TEXAS

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

Jan. 24, 1931

Mr. W. R. Bennett, President,
Tarrant County Water Control & Imp. Dist. No. 1,
Fort Worth, Texas.

RE: 6" & 8" lines of Texas Pipe
Line Company Eagle Mountain
Basin.

Dear Sir:

After a series of conferences with representa-
tives of Texas Pipe Line Company, and after a detailed exam-
ination of the pipes on the ground, please be advised as
follows:

1. That present value less depreciation of 6"
line is \$0.73 per foot and of 8" is \$1.27 per foot.
2. Length of each line between flood lines is
10,300 feet.
3. Approximate length of each line from points
of take-off of relocation proposed by Texas Pipe Line
Company is 14,500 feet.
4. Our appraisal of the two pipe lines between
points of take-off of relocation is \$29,000.00.
5. We believe that the Texas Pipe Line Company
will accept settlement in the sum of \$25,000.00 provided
 - a. Texas Pipe Line Company shall retain the
salvage from the two present lines.
 - b. The District to furnish right-of-way for relo-
cation on such land as the District may now
own or acquire in fee simple.
6. The Pipe Line Company proposes to lay a new,
heavier and protected 10" line under the lake at such a point
where the crossing through the basin will be 4,000 feet.

We recommend settlement in the sum of \$25,000.00 and
that the District consent to relocation as proposed.

Respectfully submitted,

HAWLEY and FREESE

BY *John B. Hunter*

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS

417 CAPPS BUILDING

FORT WORTH, TEXAS

Feb. 2, 1931

INVESTIGATION PIPE LINE
TEXAS PIPE LINE COMPANY
NEAR NEWARK, TEXAS
TO BE SUBMERGED AND FLOODED
BY EAGLE MOUNTAIN LAKE

On January 15, 1931 in company with J. B. Haden, Superintendent of Texas Pipe Line Company, I visited the above line.

Examination No. 1 was made on the east side of river. The asphaltic coating was adhering excellently to both the 6" and 8" lines. The coating on the 6" was approximately 1/8" thick, and on the 8" it was about 3/16" thick. The coating was live and was not as brittle as I had expected. Temperature was about 35° Fahrenheit. The coating had to be peeled off with a small pointed trowel. It was in close contact with pipe and coating originally mopped on the pipe was visible. Long marks were visible with no pitting. Wires originally around pipe to hold wrapping were rusted out. The soil was sandy and well drained.

Examination No. 2 was made west of the river in the river bottom about 1000 ft. south of the road. Soil more silty. Both pipes showed in good condition with coating adhering nicely.

Examination No. 3 was made west of river and about 500 ft. north of the road. Soil here was sandy. Small lake just north of pipe line. Water had seeped into hole over night. Pipe and coating in good condition.

Examination No. 4 was made east of R. A. Pope house about 500 ft. Soil was red sand. Pipe and coating in good condition.

Examination No. 5 was made in ravine east of R. A. Pope house. The pipes are exposed. Several patches as large as a man's hand were peeled off. These showed some rusting - but not extremely severe. The coating on the pipe where in place was tough and resilient. Some rusting apparent under coating.

Examination No. 6 was made about 1500 ft. east of the R. A. Pope house. This was in a sandy-clay with some gravel. The coatings were in excellent condition. Next to the pipe a limy discoloration was observed. The gravel in the soil was limy, but no explanation could be made of the discoloration. The pipe showed no signs of rust.

Mr. J. B. Haden furnished the following information:

1. Right of way cleared 20 ft. wide.
2. Coating was applied
 - Primer (cut back asphalt with kerosene) mopped.
 - Pour in hot Texaco asphalt-Texaco No. 35
 - Wrap with impregnated felt
 - Mop with Texaco asphalt
 - Coating on 8" **cast** about 13 $\frac{1}{2}$ foot
3. Line working under 700# square inch pressure.
4. 6" laid in 1912
- 8" laid in 1919
 - 6" 19# foot
 - 8" 29# footScrewed couplings.
5. Nearly all trouble was in the couplings.
6. Line tested with water.
7. Ditch cost 12 - 15 $\frac{1}{2}$ foot.
8. Cover 18" (Check OK at Examinations).
9. Pipe bent cold or hot for river crossings.
10. Welders cost \$1.00 per hour
11. On 6 - 8 - 10" pipe welders averaged 12 joints per day.
12. 40 to 50 men in pipe gang.
13. All white labor employed.
14. Easements cost usually 25¢ per rod, with company assuming all damage claims.

Believe the above lines to conservatively have an ultimate life of 40 years.

MARVIN C. NICHOLS

APPRAISAL TEXAS PIPE LINE COMPANY

EAGLE MOUNTAIN LAKE

	<u>6" - 19#</u> Per ft	<u>8" - 29#</u> Per ft.
1. Easement	.015	.015
2. Clearing (30.00 acre, 2/3 to be cleared)	.010	.010
3. Hauling from Newark and Stringing 1.00 Ton Mile ($4\frac{1}{2}$ miles)	.045	.065
4. Ditching and Backfilling	.150	.150
5. Pipe 6" - 19.6 # @ 0.045	.9000	1.300
8" - 28.6 # @ 0.045		
6. Wrapping and Coating (Texas Pipe Line Co)	.120	.130
7. Laying and Testing	<u>.090</u>	<u>.120</u>
	1.330	1.790
5% Contingencies	<u>-.067</u>	<u>.090</u>
Total	1.397	1.880
Depreciation $\frac{19}{40} \times 1.40$.665	
$\frac{13}{40} \times 1.88$		<u>.610</u>
Net Present Value	<u>\$0.732</u>	<u>\$1.27 Per Ft.</u>

APPRAISAL TEXAS PIPE LINE COMPANY
EAGLE MOUNTAIN LAKE
PROPOSED NEW 10" LINE

	10" - 46 # per ft.
1. Easement	.015
2. Clearing (#30.00 2/3 to be cleared) (Acre)	.010
3. Hauling from Newark & Stringing \$1.00 Ton Mile (4 1/2 miles)	.100
4. Ditching and Backfilling	.170
5. Pipe 46# @ \$0.045 per pound	2.070
6. Wrapping & Coating (Texas Co.)	.140
7. Laying and Testing	.140
8. 2-6" Gates @ 50.00 \$100.00	
2-8" " @ 90.00 180.00	
3-10" " 200.00 600.00	
	880.00
Gates 1500# Test	
<u>880</u>	
14,500 (Length of Line) =	<u>.060</u>
	\$2.70
5% contingencies	<u>.13</u>
	\$2.83 per foot

Line is to be 14,500 ft. long
Total cost \$14,500 x \$2.83 \$41,035.00

February 2, 1931

THE TEXAS PIPE LINE COMPANY



J. B. HADEN
SUPERINTENDENT

FORT WORTH, TEXAS

Jan., 30th, 1931

Mr. Marvin Nichols,
City

Dear Sir;-

Relative to our telephone conversation of a few days ago reference to re-arrangement of pipe lines where our Electra-West Dallas 6 and 8" lines cross your Eagle Mountain Reservoir about 20 miles north of Fort Worth in Wise and Tarrant Counties.

We expect to construct a first class 10" Pipe Line going a different route in order to cross your Reservoir at the shortest place possibly, and please be advised, that we will install Head Gates or Control Gates on both sides of the water.

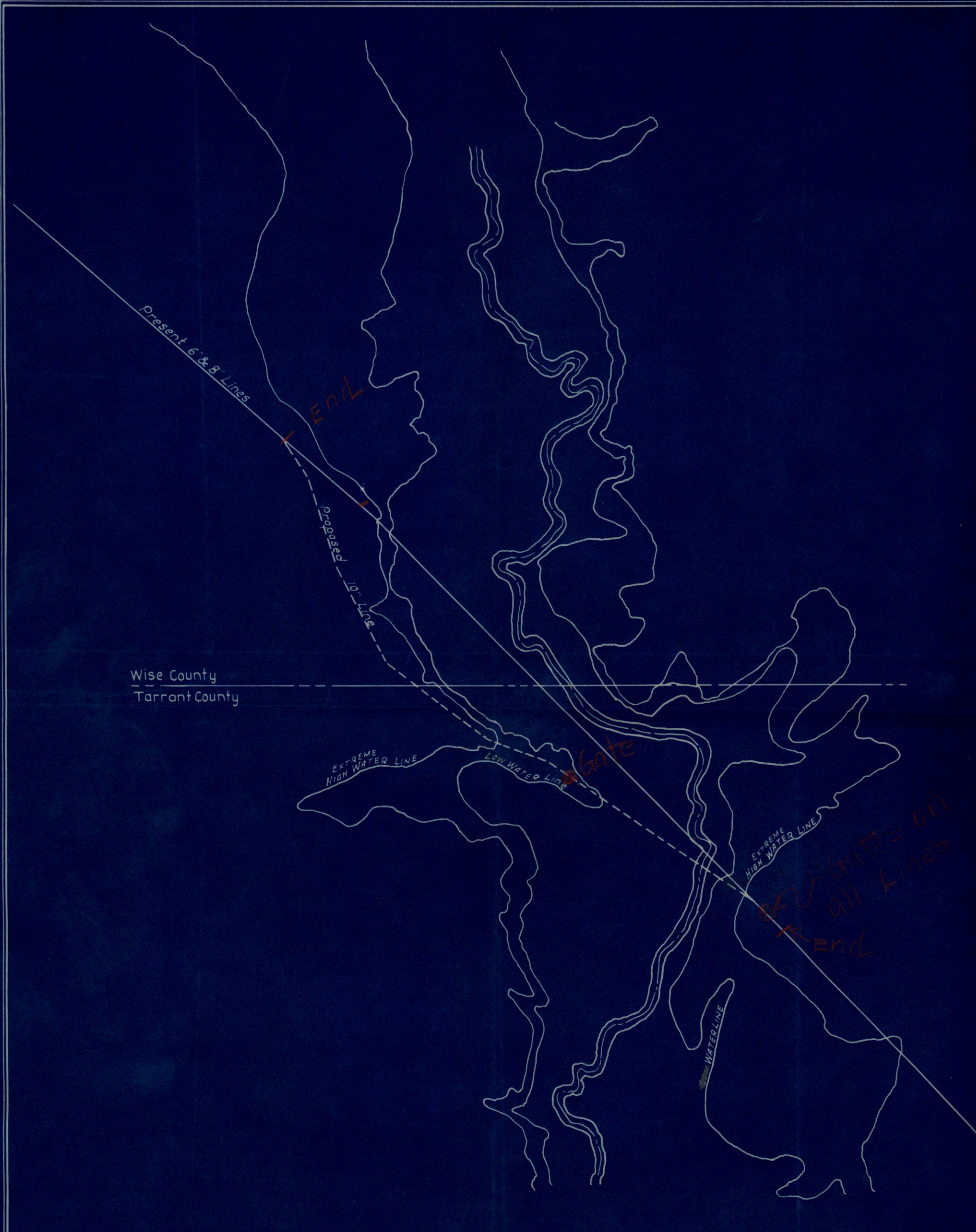
I am enclosing sketch.

Yours truly,

JBH-EEW



T. T. P. L. CO.
 PROPOSED CHANGE IN 6" & 8"
 BRIDGEPORT-FT. WORTH
 LINE
 West Fork Trinity River
 Scale: 1" = 200'
 Jan-26-31



Present 6" & 8" Lines

End

Proposed 10" SUT

Wise County
Tarrant County

EXTREME HIGH WATER LINE

LOW WATER LINE

Gate

EXTREME HIGH WATER LINE

ADJUSTS ON
all Lines
End

WATERLINE

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. R. F. HELLAND
A. H. WOOLVERTON
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
417 CAPPS BUILDING
FORT WORTH, TEXAS

Feb. 2, 1931

Tarrant County Water Control and
Improvement District Number One,
Fort Worth, Texas.

Attention Mr. Ireland Hampton.
Attorney.

Gentlemen:

The following facts are given for the purpose of
incorporation in the Minutes of the Proceedings relating
to the settlement with the Texas Pipe Line Company for
their lines which now cross through the Eagle Mountain basin:

1a. Length of present 6" and 8" lines between stor-
age lines of lake 9300'

1b. Length between flood line 10,300'.

1c. Total length of each line 14,500'.

2a. Length of proposed new 10" line between
storage lines of Eagle Mountain basin approximately 3,500'.

2b. Length of proposed 10" line between flood lines
approximately 6,300'.

2c. Length of proposed new line between take-off
points from present 6" and 8" lines 14,500'.

We have been advised that the pipe line company now
proposes to install a wrought iron line underneath the perman-
ent lake.

Yours very truly,

HAWLEY, FREESE and NICHOLS

BY *Harold C. Nichols*

MCN^oCW