

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 ON FEBRUARY 16, 1931, AT 3 PM

The call of the roll disclosed the presence of all 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; W. K. Stripling acted in his capacity as Secretary.

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

1.

Minutes of the Regular Meeting of February 9, 1931, and the Called Meeting held this day at 2:30 p. m., were read, approved and ordered of record.

2.

Mr. R. R. Harris, who is the individual owner of the Rural Telephone System, having an exchange at Newark, in Wise County, Texas, appeared before the Board with his Attorney, Mr. A. K. Harris, who presented such demands as Mr. R. R. Harris wished to assert. These demands in substance were:

(a) That the Contractors be required by the District to keep existing 'phone line crossing the Eagle Mountain Reservoir site in reasonable condition, so as not to interrupt the service which should be given to individual subscribers.

(b) Mr. Harris wished to know whether the District were going to allow his claim for damages, as presented to the District's Engineers in the month of September, 1930. It was explained that prompt provision should be

made for the service of existing subscribers on the West side of the Lake and also for service to such other subscribers as might locate there in the future; further, that provision must be made to preserve the long distance between the Newark Exchange and the Reno Exchange.

There was full explanation of the factors involved, by the District's Engineers. It was the sense of the Directors that the District's Engineers should by Monday February 23 have prepared their written recommendations, concerning the manner in which 'phone service should be maintained; further, that the Attorneys for the District at the same time be prepared to deliver their opinion as to what was the legal duty of the District in the premises: It was so ordered.

3.

There was presented to the Directors the written Agreement of Accord, as between the District and the Contractors, which was authorized at the Meeting of February 4, 1931. This contract bore the signatures of J. D. Kirven (for Trinityfarm Construction Company, Inc.); A. J. McKenzie, (for McKenzie Construction Company); and Dwight Horton (for Uvalde Construction Company). There was reconsideration of this agreement, whereupon it was the sense of the Directors that the same should be executed in behalf of the District by its President, Mr. W. R. Bennett. It was so ordered, with direction that the original of said agreement do be attached to these Minutes as "Exhibit A," and to be made part hereof.

4.

Thereupon there was presented to the Directors for consideration the request of the Texas Pipe Line Company that it be paid the sum Twenty-Five Thousand (\$25,000.00) Dollars, under the accord and satisfaction heretofore authorized as between this District and the Pipe Line Company. In

this connection it was proposed by the Pipe Line Company to furnish a bond, to be approved by the Directors of this District, which would be conditioned that the Pipe Line Company would with all possible dispatch provide the new pipe line under the specifications prepared by the Engineers for this District, and would remove the old pipe line. There was also presented the proposed easement contract form which the Texas Pipe Line Company desired to be executed in order to give it new right-of-way to substitute for the right-of-way being surrendered. There was full consideration of this matter, WHEREUPON the Directors, upon advice of counsel, were of the opinion that the money to be paid would represent compensation for property actually being taken, and that it was not incumbent on the District to withhold the money to insure the building of the new line. This, for the reason that the District would become interested in the safety of the new line if the Pipe Line Company elected to construct it. It was therefore the opinion of the Board of Directors that the agreed compensation should be paid as and when the Pipe Line Company have complied with the agreement with reference to binding themselves in regard to the character of the new line, and proper limitation of the easement to be granted by the District. The Engineers and attorneys for the District were requested to proceed to a conclusion of this matter upon the basis stated, subject only to approval of the bond to be given, the terms and the proposed right-of-way easement and specifications for the proposed pipe line, by the Directors of this District: It was so ordered.

5.

There was presented to the Directors for consideration a proposed voucher check of this District, No. 2382, payable to C. B. Cross, Tax Collector of Wise County, Texas, covering taxes for the year 1930 due by this District,

on lands owned in Wise County, Texas, There was consideration of this matter, whereupon Director Hogsett made a motion that the proposed check No. 2382, as drawn, do be executed and delivered. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

6.

There was presented to the Directors by Director Stripling, of the Committee on Engineering, the request of Hawley and Freese, that they be paid on account of the Engineers, Estimate No. 17, the sum of \$5,000.00, to be paid on account. This request was accompanied by supporting data. Director Stripling made a motion that said request be granted; that the District's Voucher Check No. 2384, payable to Hawley and Freese, for the sum \$5,000.00, payable on account, do be executed and delivered. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered. Said request is made "Exhibit B" hereto.

7.

There were also presented to the Directors for consideration District's Voucher Checks and the data to support the same, as follows:

(a) No. 2383, payable to W. N. Moore, Postmaster, for the sum Ten Dollars, to be used for stamps in mailing out Notice of the District's Sale of Bonds, to be held on March 17th.

(b) 2385, payable to the order of the County Clerk of Jack Co., Texas, for the sum \$10.50, to pay recording fees on certain instruments necessary to be filed to complete the record of the title to the land purchased by this District from Mrs. A. E. Hufhines, et al.

There was full consideration of each of these proposed payment, WHEREUPON Director Hogsett made a motion that the said accounts and each of

them be approved and that the stated voucher checks as presented do be executed and delivered to the respective persons entitled to receive the same. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

8.

Director Bewley, as Chairman of the Committee on Finance, presented the request of the Continental National Bank, dated February 16, 1931, wherein they set forth the amount of the District's balance on deposit in the depository and as well the par value of the securities now under pledge to the District. This request was accompanied by a proposed multiple receipt to be executed as between the Bank and this District, accurately describing the said bonds having total par value \$218,000.00. Director Bewley and Mr. Cheatham, for the District, stated that the actual balance shown by the books of the District was \$717,466.76, while the Bank balance was \$721,425.89, and that the discrepancy was due to the float of outstanding checks. Director Bewley stated that in his opinion the Bank, under the law, was entitled to withdraw the proposed securities from pledge and stated that in his opinion the District would be amply secured as to its deposit after the withdrawal was effected. The original request for the withdrawal of securities, together with one of the reciprocal receipts, is attached to these Minutes as "Exhibit C," and hereby is made part hereof. Director Bewley made a motion that the request for the withdrawal of securities as stated do be granted; that he be authorized to deliver the stated securities and to execute in behalf of the district the proposed reciprocal receipt: Further, that one of the said receipts when executed be attached to the original bond of said Bank as this District's Depository, as is provided for in said bond, and that said "Exhibit" be numbered 19. This motion was second-

11

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

9.

REPORT OF LAND COMMITTEE:

Director Hickman, as Chairman of the Land Committee, presented proposals as follows:

(a) W. M. Dunaway, of Alze, Texas, to lease the land purchased by the District from him, for the planting of crops on a basis of 1/3rd of all crops other than Cotton, and 1/4th of the Cotton crop, to be delivered to the District as rental. It was the sense of the Directors that this proposal should not be approved. Further, that Mr. Dunaway be so advised.

(b) Proposal of Mr. J. W. Barnes of Chico, Texas, that he be permitted to plant a crop of feed stuff and truck patch on the low lands embraced in certain tracts of lands owned by this District. In this connection it was explained that the high lands out of those same tracts had been leased to Mr. Barnes, but that he had no lease on, or control of, the low lands, other than an understanding that he might report any trespasses to the Directors of this District for such action as they might deem to be required: It was the sense of the Directors that this request should be denied and that Mr. Barnes should be so advised.

No further business was presented and the meeting was adjourned.

APPROVED:

W. M. Bennett
As President

W. M. Dunaway
As Secretary

12

"EXHIBIT A"
2/16/31.

Fort Worth, Texas,
February 4, 1931.

STATE OF TEXAS)
COUNTY OF TARRANT)

This Memorandum of Agreement Made on This 16th
Day of February, 1931, Witnesseth:

The Tarrant County Water Control and Improvement District Number One as Owner and the Trinityfarm Construction Company, McKenzie Construction Company, and Uvalde Construction Company jointly as Contractors hereby agree in accordance with Section 15 of the General Conditions of Agreement between Owner and Contractor dated March 11, 1930 to the following prices for work in excess of the estimated quantity of such work plus 25% or less than the estimated quantity minus 25%. This agreement is intended to apply to such work as has already been performed and as well to all such work as remains to be performed under said contract. The schedule of compensation shall be as follows, viz:

EAGLE MOUNTAIN DAM

- 12. Loose Rock Excavation - seventy cents (70¢) per cubic yard.
- 13. Solid Rock Excavation - one dollar (\$1.00) per cubic yard.
- 27. Clearing (25 d) - thirty (\$30.00) per acre
- 28. Light Clearing - twenty-three (\$23.00) dollars per acre.

BRIDGEPORT DAM

- 12. Loose Rock Excavation - fifty cents (50¢) per cubic yard.
- 13. Solid Rock Excavation - one and fifty-one hundredths (\$1.50) dollars per cubic yard except "Blue Shale" classified as Solid Rock by Board of Arbitration under decision dated December 4, 1930, which shall be paid for at one and twenty-five one hundredths (\$1.25) dollars per cubic yard.
- 27. Clearing (25 d) - thirty-two (\$32.00) dollars per acre.
- 28. Light Clearing - twenty-five (\$25.00) dollars per acre.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

BY W. B. Burnett President

TRINITYFARM CONSTRUCTION COMPANY, Inc.

BY J. K. Kiroen

MCKENZIE CONSTRUCTION COMPANY

BY A. M. Moreschi

UVALDE CONSTRUCTION COMPANY

BY L. H. Kerton

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

"EXHIBIT B"
2/16/31
HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
417 CAPPS BUILDING
FORT WORTH, TEXAS

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE DISPOSAL
IRRIGATION
FLOOD CONTROL

Feb. 12, 1931

Honorable the Board of Directors,
Tarrant County Water Control and
Improvement District Number One
Fort Worth, Texas.

Gentlemen:

Attached hereto please find Estimate
No. 17 for \$9,612.64 in favor of ourselves. Please
authorize \$5,000.00 payment on account to us.

Respectfully submitted,

HAWLEY and FREESE

BY *A. W. Freese*

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. 12, 1931

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

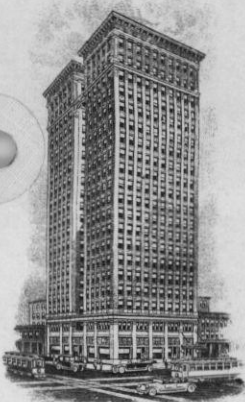
In Account With

HAWLEY and FREESE

Estimated Cost

Contracts	\$3,750,000.00		
Lands	1,200,000.00		
Levees	250,000.00		
	<u>5,200,000.00</u>	@ 2 $\frac{1}{2}$ %	\$130,000.00 ✓
Railroads and Roads			
Settlement Made (Wise Co)	45,000.00	@ 4 $\frac{1}{2}$ %	2,025.00 ✓
Settlement Not Made (Estimate)	145,000.00	@ 1 %	1,450.00 ✓
Contractors' Estimates 1 to 12 inc.	1,794,491.71		✓
Land Purchases Made	<u>1,112,390.16</u>		✓
	\$2,906,881.87	@ 2 %	<u>58,137.64</u> ✓
Total Engineering to Date			191,612.64
Amount Paid to Date			<u>182,000.00</u> ✓
Balance			\$ 9,612.64 ✓

Handwritten initials/signature



"EXHIBIT C"
2/16/31

CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$ 750,000 — SURPLUS \$ 250,000

FORT WORTH, TEXAS

February 16, 1931.

J. G. WILKINSON, CHAIRMAN
H. H. WILKINSON, PRESIDENT
A. E. THOMAS, VICE-PRESIDENT
ED. H. WINTON, VICE-PRESIDENT
J. E. WILLIS, VICE-PRESIDENT AND TRUST OFFICER
H. C. BURKE, JR., ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER
H. C. WALLEMBERG, ASST. VICE-PRESIDENT
JOHN H. ERIKSEN, CASHIER
OSCAR VOGEL, ASST. CASHIER
V. M. BLAKELY, ASST. CASHIER

FEB 16 1931
PLEASE ADDRESS YOUR REPLY TO WRITER

Board of Directors,
Tarrant County Water Control and
Improvement District Number One,
Fort Worth, T e x a s.

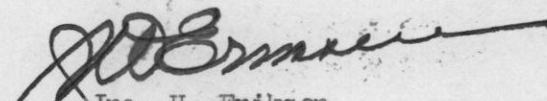
Gentlemen:-

The balances to the credit of the accounts of the Tarrant County Water Control and Improvement District Number One, as of close of business February 14, 1931, were as follows:

Construction Fund.....	\$619,903.32
Interest & Sinking Fund	101,522.57
	<u>\$721,425.89</u>

To secure this total deposit of \$721,425.89 we now have pledged a total of various securities in the amount of \$953,000.00, par value. Accordingly, we submit herewith our application for withdrawal of \$218,000.00, par value, bonds.

Yours very truly,


Jno. H. Eriksen,
C a s h i e r

942
218
735
71746676
1749324

JHE:S

BOOK BALANCES FEB. 14th 1931
CONSTRUCTION FUND \$ 615944.19
INTEREST & SINKING FUND 101522.57
\$717466.76



Exhibit 18.

UNITED STATES, 4%, TREASURY BONDS OF
1944 - 54 (with June 15, 1931 and
subsequent coupons attached)

No. C00068773 \$ 10,000.00

TOTAL \$218,000.00

THE WITHDRAWAL of pledged securities hereby set out
is due to the fact that the securities now under pledge are in excess of the
amount required adequately to secure the District's deposits, and is in
compliance with the law and the provisions of the contract between the Bank
and the District.

THIS RECEIPT is hereby designated as "EXHIBIT 19"
and is to be attached to the bond executed by said Bank on March 13, 1930.

CONTINENTAL NATIONAL BANK OF FORT WORTH

By [Signature]
As Vice Pres

ATTEST:

[Signature]
As Cashier

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By [Signature]

As Vice President
7 September