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 APRIL 27, 1931, AT 3 P. M.

At this time and place there were present all directors, as follows, viz:

W. R. Bennett

E. E. Bewley

W. K. Stripling

C. A. Hickman

Joe B. Hogsett

Thereupon the following proceedings were had and done, viz:

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

1.

Minutes were read, approved and ordered of record, as follows, viz:

- 1. Minutes of the Regular Meeting of April 13, 1931;
- 2. Minutes of the Called Meeting held on April 22, 1931, at 2 p.m.

2.

There was presented the report of Messrs. Pitner & Adams, Auditors for the District, to cover the fiscal year ending December31st, 1930. Each Director was delivered a copy of this report for examination. Action on said report was made the first order of business for the meeting to be held on Monday May 4, 1931.

There was also presented to the Directors for consideration the report of Pitner & Adams, as Auditors for the District, setting up the cash receipts and disbursements of the District for the month of March 1931, and for the period since January 1, 1931. It appeared that no action concerning the same was required, whereupon said report was ordered received, and filed as "Exhibit A" to these Minutes, which hereby is made part hereof.

There was presented to the Directors for consideration the Report of Mr. Yancey, County Auditor, for Tarrant County, covering the condition of delinquent taxes to this District, which purported to comply with the contract heretofore made by the District with Mr. Yancey, as appears as "Exhibit A," to the Minutes of the Meeting held on July 7, 1930, recorded in Book 13, between pages 20 and 21. Examination of the report disclosed that the report in its present form would not disclose to the Directors the information desired. It was the sense of the Directors that the Report should be referred to Director Hogsett, in his capacity as Chairman of the Committee on Organization, in order that an amendment to the Report might be sought from Mr. Yancey: It was so ordered.

4.

There was presented to the Directors for consideration the Report of Mr. Daniel W. Mead, of Madison, Wisconsin, as Consulting Engineer, dated April 16, 1931, and relating to the character and progress of the work on the Dams being constructed by the District. Each Director was furnished with a copy of said report. It appeared that the words "Bridgeport Dam," as contained in the third paragraph of said report were stated through inadvertence, and that there should have appeared the words "Eagle Mountain Dam." There was also called to the attention of the Directors the telegram from Mr. Mead authorizing the correction of the Report in the respect stated. Said report, together with the letter submitting the same, the copy of the telegram calling attention to the correction above stated and the telegram of Daniel W. Mead authorizing the correction, are attached, in folio, to these Minutes as "Exhibit B," and made part hereof. It was the sense of the Direct-

ors that the report did not indicate any necessity for specific action and that the same should be received and filed: It was so ordered.

5.

President Bennett presented for consideration the fact that there existed the necessity for this District to urge both the Fort Worth Levee District and the City to prompt action in the matter of a contract which would make it possible for this District to proceed under its authorization for increasing the capacity of the existing levee in the City of Fort Worth. He stated that this matter was urgent due to the flood exposure which would exist until the capacity of the levee was increased. There was full discussion of this matter and it was the sense of the Directors that the Attorneys for the District should promptly prepare a written communication addressed to the President of the Board of Supervisors of the Levee District, setting up the facts deemed by this Board of Directors to demand prompt procedure in this matter, and also setting forth the readiness of this District promptly to proceed to do the work required to increase the capacity of the levee: It was so ordered. A copy of the letter written by the Attorneys in compliance with the above order, together with the registration return receipt card, is attached to these Minutes as "Exhibit C," and hereby is made part hereof.

6.

There was presented to the Directors for consideration a statement of an account due by the District to the Continental National Bank of Fort Worth as District Depository, covering insurance, postage and handling charges on bonds of the District of "Series C" for the total sum \$124.43, which statement,

however, did not include the cost of the insurance to cover the bonds while in transit from the office of the Comptroller to the Post Office in Austin. There was examination of this account, whereupon Director Bewley made a motion that the same do be allowed and that the District's Voucher check No. 2455, payable to the Continental National Bank of Fort Worth do be issued and delivered in payment of this account. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

7.

There was presented for consideration the Bill of the Court Costs to be paid by this District in settlement of the Condemnation Proceedings against J. F. Clark, No. 2730, on the docket of the County Court of Wise County, Texas. The total cost payable was stated to be \$90.92, and the bill bore the approval of M. W. Burch, as Attorney for the District. Upon consideration of this account, Director Hogsett made a motion that the same do be allowed and that the District's Voucher Check No. 2554, payable to W. V. Cunningham, County Clerk of Wise County, Texas, for the sum \$90.92, do be issued and delivered in payment of said account. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

8.

### LAND MATTERS:

There were presented to the Directors for allowance Voucher Checks of the District as follows, viz:

(a) No. 2453, payable to the First National Bank of Fort Worth, for the sum \$168.00, which check bore notation that it was in payment for

8.4 acres of land, to be conveyed under Warranty to this District by the First National Bank, and being land which purported to be land acquired by the Bank from A. J. Myers of Wise County. This proposed check was accompanied by the usual certificate by the Engineers that the land was required, but was not accompanied by certificate of the Attorneys concerning title for the reason that the abstract of title did not disclose a record title to same being bested in either A. J. Myers or the Bank. It was explained by the Attorneys that if title was to be taken that the District must depend upon the Warranty of the Bank.

(b) Proposed Voucher Check No. 5452, payable to the order of the First National Bank of Fort Worth, Texas, for the sum \$5514.95, which check bore voucher showing that it was to be delivered in payment for the fee simple title to 266.68 acres of land, and a flood easement on 60.45 acres of land, situated in Wise County, Texas, being part of the land acquired by said Bank from A. J. Myers under foreclosure of a Deed of Trust. This check was accompanied by the usual certificate of the Engineers concerning necessity to have said land, and certificate of the Attorneys as to the validity of the title as vested in the Bank.

There was full consideration of each of these proposed Vouchers, whereupon Director Hogsett made a motion that said two voucher checks do be issued and delivered to the First National Bank, subject to the delivery of good and sufficient deeds and the investment of title in the District in the usual form. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was

Dripling

adjourned. APPROVED:

AS Secretary

25

"EXHIBIT A" 4/27/31. Fort Worth, Texas April 25th 1931 To the Directors of Tarrant County Water Control & Improvement Dist No 1 Fort Worth, Texas Gentlemen: We submit herewith the monthly report of Cash Receipts and Disbursements for the month of March 1931 and the year to date. Respectfully submitted, PITNER AND ADAMS By Kmfitner RMP

# TARRANT COUNTY WATER CONTROL & IMPRVMT DIST NO 1

# CASH RECEIPTS & DISBURSEMENTS

# January 1st to March 31st 1931

| C | 0 | N | S | T | R | U | C | T | I | 0 | N | F | U | N | D |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
|   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

|   | Total to 2-28-31                                     | March<br>1931                  | Total to 3-31-31                                  |
|---|--|--------------------------------|---|
| Land Rentals Sale of Improvements on Land Purcha Interest on Daily Bank Balances Bond Registration Fee Refund Taxes-Jack County | \$1,643.25<br>sed 160.00<br>4,280.06<br>1.00<br>9.42 | \$ 190.00<br>20.00<br>1,025.65 | \$ 1,833.25<br>180.00<br>5,305.71<br>1.00<br>9.42 |
| Total Receipts  | 6,093.73   | 1,235.65                       | 7,329.38  |

### RECAPITULATION

| Balance in Bank December 31-1930<br>Receipts | 6,093.73   | 1,235.65   | \$1,093,870.83<br>7,329.38 |
|--|------------|------------|----------------------------|
| Total  |            |            | 1,101,200.21               |
| Disbursements-Per Detail                     | 488,147.12 | 171,394.00 | 659,541.12                 |
| Balance in Bank March 31st 1931              |            |            | 441.659.09                 |

INTEREST&SINKING FUND

# RECEIPTS

|   | Total to 2-28-31               | March<br>1931                    | Total to 3-31-31 |
|---|--------------------------------|----------------------------------|------------------|
| Taxes, Penalties & Interest<br>Interest on Tax Collectors Balances<br>Interest on Daily Bank Balances | \$23,189.02<br>14.38<br>454.52 | \$143,260.68<br>363.44<br>287.91 | 377.82           |
| Total Receipts Balance in Bank December 31st 1930   | 23,657.92                      | 143,912.03                       | 167,569.95       |
| Total   |                                |                                  | 245,689.46       |
| DISB  | URSEMENTS                      |                                  |                  |
| Interest on Bonds   |                                | 83,750.00                        | 83,750.00        |

Balance in Bank March 31st 1931

161,939.46

|   | DISBURSEM  |   |   |   |
|---|--|---|---|---|
|   |  | Total to  |   | Total to  |
|   | OFFICE Salaries Rent Stationery & Supplies Telephone & Telegrams Postage   | \$\frac{2-28-31}{50.00}\$\$ \$\frac{83.00}{25.95}\$\$ \$19.00\$\$ \$6.80\$    | \$ 375.00<br>41.50<br>13.48<br>9.50<br>8.00             | \$ 1,125.00<br>124.50<br>39.43<br>28.50<br>14.80  |
|   | DIRECTORS Directors Fees Premium on Directors Bonds Recording Totals   | 470.00<br>62.50<br>2.00<br>534.50   | 150.00  | 620.00<br>62.50<br>2.00<br>684.50   |
| 1 | ENGINEERING Hawley & Freese Daniel W.Mead Totals   | 10,000.00<br>810.56<br>10,810.56  | 5,000.00  | 15,000.00<br>810.56<br>15,810.56  |
|   | CONSTRUCTION Contractors: Eagle Mt Dam Bridgeport Dam Totals   | 234,800.22<br>228,238.37<br>463,038.59  | 91.614.28<br>72,567.38<br>164,181.66                    | 326,414.50<br>300,805.75<br>627,220.25  |
|   | Abstract & Recording Expense " " for Owners  Abstracts-Condemnation Telephone & Telegrams Cemetery Removal Taxes on Land Purchased Land Purchased in Fee " Perpetual Easement Totals | 76.97<br>50.00<br>5.10<br>325.00<br>2,846.17<br>5,535.75<br>30.66<br>8,869.65 | 43.75<br>1.00<br>225.75<br>2.25<br><br>125.65<br>398.40 | 120.72<br>51.00<br>225.75<br>7.35<br>325.00<br>2,846.17<br>5,535.75<br>156.31<br>9,268.05 |
|   | LEGAL DEPT Legal Services Traveling Expense Telephone & Telegrams Court Cost Miscellaneous-Copy of Decision Totals   | 2,083.33<br>6.24<br>3.50<br><br>3.00<br>2,096.07                              | 1,041.67<br>.20<br>30.00<br>1,071.87                    | 3,125.00<br>6.24<br>3.70<br>30.00<br>3.00<br>3,167.94                                     |
|   | ELECTION Fees-Officials & Clerks Rent of Polling Places Election Supplies & Delivery Postage Publishing Notice of Election Totals  | 1,044.00<br>55.00<br>548.60<br>1.20<br>253.80<br>1,902.60                     |   | 1,044.00<br>55.00<br>548.60<br>1.20<br>253.80<br>1,902.60                                 |
|   | PREPARATION & SALE OF BONDS  Postage Registering Bond-Photostat Copy Printing Proposals Totals   | 10.00   | 34.50<br>34.50  | 10.00<br>.40<br>34.50<br>44.90  |
|   | MISCELLANEOUS Advertising for Depository Bids Handling Charges Paying Bond Coupons Totals  |   | 24.60<br>85.49<br>110.09                                | 24.60<br>85.49<br>110.09  |
|   | Grand Totals   | 488,147.12  | 171,394.00  | 659,541.12  |

"EXHIBIT B" 4/27/31. DANIEL W. MEAD CHARLES V. SEASTONE April 16, 1931 CONSULTING ENGINEERS MADISON, WISCONSIN TO THE DIRECTORS Tarrant County Water Control and Improvement District Number One Fort Worth, Texas Gentlemen: In accordance with your request as conveyed to me by your Consulting Engineers, Messrs. Hawley and Freese, I visited Fort Worth on April 6 and 7th, and inspected the progress and character of the work under construction at Eagle Mountain and near Bridgeport. I report that in general the work is progressing in a very satisfactory manner both as to character of the work and as to rate of progress. Eable Mountain I gave especial attention to the hydraulic fill of the Bridgeport Dam, concerning which you desired my opinion. Work on the section of this fill which was first undertaken had been temporarily discontinued, and the pond had been lowered in order to facilitate examination. There were certain streaks of sand left on the beaches. and a small amount of blow sand had accumulated in small piles near the south levee. At the east end of this section, a temporary sand levee extends across the dam to hold the water of the pond in place, and some of this sand has been scattered over the east end of the dam adjacent thereto. This east sand levee will be removed as wellas the adjacent sand; and the blow sand where it has accumulated in piles should be thrown over the face of the dam. As to the sand streaks that lie on the beaches, they will mix with the clay, and the finest will be washed into the core when pumping is renewed. In my opinion there is none too much sand in the center core, as a liberal amount of such material mixed with the clay fines! is necessary for stability. I am thoroughly satisfied with the core material as shown by the numerous tests that have heen made and which. in my judgment, will give a thoroughly water tight center core to the dam. As to the portions of the dam on each side of the impervious core, I believe that there is none too much sand or heavy material for satisfactory stability. Even a greater amount of gravel and sand deposited near the face of the dam would in my opinion be an advantage. The work as it is being carried out is entirely safe and satisfactory. The section of the dam near the old riverbed and along the line of the diversion channel, has been partially filled hydraulically by pumping in clay material which consists largely of balls of clay. While it is my judgment that these clay balls will thoroughly compact

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

# WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter

NM = Night Message
NL = Night Letter

LCO = Deferred Cable

NLT = Cable Night Letter

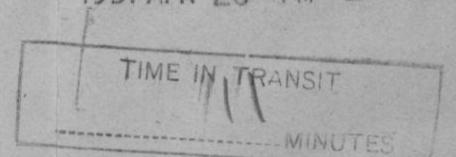
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at AU BRANCH 106 WEST 5th ST. FT. WORTH, TEXAS

FW104 13=MADISON WIS 20 159P

MAJOR JOHN B HAWLEY=
417 CAPPS BLDG=



PLEASE CHANGE WORD BRIDGEPORT TO EAGLEMOUNTAIN IN NINTH

LINE MY REPORT APRIL SIXTEENTH=

DANIEL W MEAD.

| CLASS OF SERVICE DESIRED  |                    |  |  |  |  |
|---|--------------------|--|--|--|--|
| TELEGRAM  | FULL RATE          |  |  |  |  |
| DAY LETTER  | DEFERRED           |  |  |  |  |
| NIGHT<br>MESSAGE  | CABLE<br>LETTER    |  |  |  |  |
| NIGHT<br>LETTER   | WEEK END<br>LETTER |  |  |  |  |
| Patrons should check class of service desired; otherwise message will be transmitted as a full-rate |                    |  |  |  |  |

communication.

# WESTERN UNION

NO. CASH OR CHG.

CHECK

TIME FILED

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

APRIL 20 1931

DANIEL W MEAD STATE JOURNAL BUILDING MADISON WISCONSIN

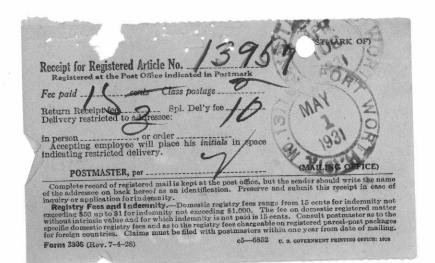
HAVE CHANGED ERRONEOUS WORD BRIDGEPORT IN NINTH LINE YOUR REPORT TO READ EAGLE MOUNTAIN STOP PLEASE WIRE ASSENT

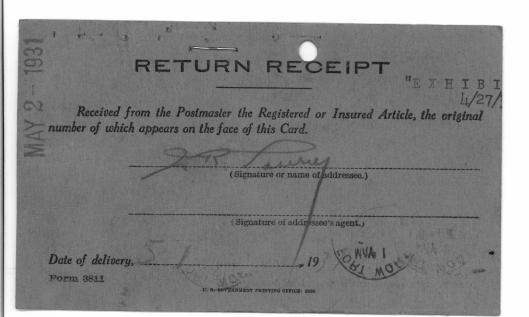
JOHN B. HAWLEY

CHARGE:
HAWLEY, FREESE & NICHOLS
CAPPS BLDG
FORT WORTH TEXAS

DANIEL W. MEAD CHARLES V. SEASTONE April 20, 1931 CONSULTING ENGINEERS MADISON, WISCONSIN Major John B. Hawley 417 Capps Building Fort Worth, Texas My dear JB: I do not see why or how I came to get the Eagle Mountain Dam mixed in my report with the Bridgeport Dam because I had them distinctly in mind before I started to write. I have, however, wired you as per enclosed confirmation. I am also just in receipt of your letter of the 18th acknowledging receipt of the report. I am sorry to hear of the slide in the Eagle Mountain Dam as I fear it will needlessly alarm your Board. I do not exactly understand just what occurred. You speak of the levee and 600 or 700 yards of sand slipping into the pool, but at the same time you speak of its letting a large portion of the soup. From the first description I gather that the high deposit on the north side slid into the center pool. The other indicates that there was a breach in the dike through which the fine material flowed out toward the north. I wish you would tell me in greater detail just what happened; I should appreciate it. I have a notice from Washington that the Hoover dam specifications and plans have been sent you. It will be unnecessary for you to acknowledge these to Dr. Mead as he had nothing to do with sending this and would not know what you meant if you wrote him. I think that you will fond the plans and specifications of some little interest. With kindest regards, I am Very truly yours, DWM: De DANIEL W. MEAD ENCLOSURE

DANIEL W. MEAD CHARLES V. SEASTONE CONSULTING ENGINEERS MADISON, WISCONSIN April 16, 1931 Major John B. Hawley 417 Capps Building Fort Worth, Texas Dear JB: I am enclosing in duplicate copy of my report to the Board of Directors. Will you kindly see that a copy of this is handed them, and retain the other for your personal files. I trust that I have coveeed this matter in sufficient detail and that you will find the report entirely satisfactory both to yourself and to the Board. Very truly yours, DWM:De ENCLOSURE





T C"

ORIGINAL sent to J. R. Lowry April 30, 1931.

COPY of Original given to Geo. Polk, Attorney for Levee Diston April 30, 1931.

April 30, 1931.

Mr. J. R. Lowry, As President of The Board of Supervisors of Fort Worth Improvement District Number One, 708 North Main St., Fort Worth, Texas.

Dear Sirs

This letter relates to the authority held by

Tarrant County Water Control and Improvement District Number One to

expend not to exceed \$250,000.00, to be used in enlarging the capacity

of the levee system constructed and now being maintained by your District: The plans for this enlargement have been prepared by Hawley &

Freese, as engineers for this District, and have been adopted by this

District; have been approved by The State Reclamation Engineer of Texas,

he having jurisdiction over levees.

This District since April 22nd, 1930, has had plans adequate for beginning work, and has been in funds available to be applied (up to the limit of \$250,000.00) to this work. The Board of Directors of this District, through its attorneys and engineers, has at numerous times sought a contract with your District under which the work might be done. On several occasions we have conferred with you and have indicated the readiness of this District to enter into contract and proceed with the work: At such times your Supervisors have

indicated that you were not ready to proceed unless this District or the City of Fort Worth would contract to assume the outstanding bonds of your District, aggregating approximately \$220,000.00. It was, and is, obvious that this District having authorization to expend not to exceed \$250,000.00 on this work, could not divert \$220,000.00 to assuming bonds, for two reasons, which are: (a) The assumption of bonds would require a vote of the electors of this District; and, (b) In the absence of an increase of authorization, the money remaining after paying your bonds would not be adequate to do the work contemplated by our plan. Your Supervisors have indicated that you were not willing to enter into contract with us unless assumption of your bonds was provided for. In order to accomplish this desire you for some months past have endeavored to induce the City of Fort Worth to assume your bonds. At this time we are not advised that you have been able to procure this agreement. We realize that delay in increasing the capacity of your levee system involves a potential exposure of both life and property. which condition should be ended with the least possible delay: We have been, and are, ready to proceed on the work.

In order to make readily available to you the record of certain of our formal negotiations (but not to include the informal conferences between your attorneys and our attorneys) we make re-

ference to our records as follows:

1 - April 22, 1930, we approved alteration in plans for improvement of the levee, which was immediately followed by a conference with you ...

Minute Book 12, page 41;

2 - Joint Meeting your Board and our Board on August h, 1930, at which time we presented for approval or rejection by you a then proposed written contract whereunder this work might proceed ...

Minute Book 13, page 43.

We now trust you may find the way to permit us to proceed with the required work, under the conditions of our authorization: We will appreciate advice of the prospect for actual progress.

Respectfully,

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

BY Frespored Hampton

ATTORNEYS.

GEO. W. POLK ROBERT SANSOM BEN M. TERRELL

# POLK, SANSOM & TERRELL

SUITE 914-917 W.T. WAGGONER BLDG.
TELEPHONE 2-1153
FORT WORTH, TEXAS

May 9, 1931.

Tarrant County Water Control Improvement District No. 1, Capps Building, Fort Worth, Texas.

ATTENTION: Messrs. Hampton and Samuels, Attorneys.

Gentlemen:

Your letter of April 30th addressed to Mr. J. R. Lowry, President of the Board of Supervisors of Fort Worth Levee Improvement District No. 1, has been referred to the writer for attention.

Our clients are well aware of the fact that you have certain monies available for the enlargement of the Levee District, and while it is true that we have had several conferences with you and your attorneys, relative to this matter, the only contract submitted was not acceptable for the reasons stated at the several conferences.

While you have ample authority under your special laws to contract relative to the several matters set forth in the contract submitted, it is the writer's opinion that such is not true of the Levee Board, due to the fact that the laws under which the Levee Board operates tend to restrict the powers of said Board.

Your attorneys are aware of the fact that a bill has recently been introduced in the Legislature which will serve to empower not only the Levee Board but the City of Fort Worth to contract relative to the ultimate results desired. This bill has passed the Senate and we are hopeful that it will pass the House this coming week, and soon thereafter become a law. When this condition exists we feel

#2- Tarrant County Water Control Improvement District No. 1.

May 9, 1931.

safe in saying that our clients will be most happy to cooperate with you in any way that will conserve the interests of the corporation they represent and at the same time accomplish the results which all parties desire.

We presume that your letter was written with the idea of keeping the record straight, in the event such a disastrous flood should occur before our proposed transaction is consummated. Our clients have a like desire, and for such reason are briefly stating herein through us the difficulties which prevented the use of your monies, and in order that they may also go on record for future reference.

Very truly yours,

POLK SANSOM & TERRELL,

· GWP-jp

By Seon Pole