

MINUTES OF A CALLED 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
23RD DAY OF JUNE, A. D. 1932, AT 3:00 P. M.

The call of the roll disclosed the presence, or absence, of Directors as follows:

PRESENT:

W. R. Bennett
W. K. Stripling
E. E. Bewley
C. A. Hickman

ABSENT:

Joe B. Hogsett (Out
of
City

There were also present: Messrs. D. K. Woodward, Jr.) Representing
M. A. Rose (the
J. N. Green) Contractors for the District.

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

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

1.

Mr. M. C. Nichols, of the District's Engineers, stated that Mr. Woodward was present in order to take up with the Directors the differences between the District and the Contractors as to the obligation of the Contractors in the maintenance of slopes of earth embankments and the planting and watering of Bermuda grass, under the terms of the contract between the District and the Contractors.

Mr. Nichols made a statement in substance as follows:

(a) That washes, or gullies, in the embankments at Bridgeport to some extent have clogged the drainage berms.

(b) That no arrangements have yet been made to water Bermuda grass at Bridgeport.

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(c) That the gullies and washes in certain places have eroded the earth in such manner that there has been an exposure of the roots of the Bermuda grass.

(d) That there has been no replacing of earth whatever in the gullies.

Mr. Woodward, speaking for the Contractors, in substance stated:

(a) As to the Bridgeport Works, the Contractors did not set all the Bermuda grass called for before final acceptance, due to the approach of Winter, which was not favorable for the growth of Bermuda grass. That this omission was with the consent of the District's Engineers, with the understanding that the omitted Bermuda grass would be planted in 1932, at such time as was favorable to the growth of Bermuda grass; This has been done.

(b) That the Contractors did not recognize any obligation to restore levels destroyed by erosion in the Bridgeport Works, after final acceptance of the work, due to the contention that this erosion did not grow out of any default in material or workmanship.

(c) The contractors do recognize their obligation to care for the Bermuda grass at Bridgeport, and to water the same if required, until November 24, 1932, being one year after the date the Contractors gave notice that the work was completed.

(d) Not recognizing any legal obligation to do so, and not in principle to form a precedent in any other matter, the Contractors promptly will fill eroded places in the Eagle Mountain Levee; will place Bermuda grass in the bare spaces produced by the gullies, and, if required, will water the Bermuda grass on this levee.

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(e) He stated that he wished to distinguish the cases by the fact that the Bridgeport work was finally accepted, while the Eagle Mountain work has not been completed.

(f) He contended that under the contract, the Contractors were within their rights in filling gullies and placing Bermuda sod at any time prior to final acceptance.

After full consideration of the foregoing matters, the Directors of the District made request that the Attorneys for the District do prepare and present to these Directors an advisory opinion concerning each of the foregoing questions: It was so ordered.

2.

Mr. Nichols presented for consideration the question of omitting construction of the road-way on the Eagle Mountain main dam, and made a statement substantially as follows:

(a) The only disadvantage in constructing a road-way was that there was no outlet for the road through the Carter-Meacham land on the East.

(b) The advantages of having the road were to protect the earth work in the main dam, and to give facility for the operation and maintenance of the dam.

(c) He stated that the cost would be approximately \$8,000.00. He recommended that the road-way be provided as specified.

Upon consideration of this matter, the Directors were unanimously of the opinion that the road-way should be constructed and it was so ordered.

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3.

Director Stripling called attention to the fact that many persons were swimming in the stilling pool at the Eagle Mountain Dam. It was the opinion of the Directors that the Contractors, they being now in possession of the works, should be authorized and requested to provide a "Danger," or "Warning," sign to be permanently placed at the stilling pool. It was so authorized and the Contractors gave promise of prompt compliance.

4.

There was presented for allowance the account of City Motor Company, of Bridgeport, dated May 19, 1932, for the sum \$5.70, for 36 Zerk Fittings, which are grease cups to be used on the machines at the Bridgeport Works. This account was verified by Mr. A. L. Culwell, Care Taker of the Bridgeport Works, and Mr. M. C. Nichols, as being a necessary expenditure. Director Stripling made a motion that the account be approved and paid at such time as the District made its other July settlements. This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented for consideration the claim of J. K. Peden, for the sum \$28.31, to cover proration of taxes for 1931, on 151 acres of the J. P. Hale survey, Tarrant County, total tax \$51.80. The District purchased out of this tract 82.55 acres. This claim was accompanied by paid tax receipt No. 12106, of the Tarrant County Tax Collector, issued to Mr. Peden and showing payment on January 7, 1932. Upon examination of this claim it appeared that the same is now due and payable to Mr. Peden, whereupon Director Bewley made a motion that the claim as stated do be allowed, and paid at the time the District makes

its July settlements. 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 Mr. Nichols a map showing proposed relocation of a road to be 100 feet in width, leading from the town of Bridgeport in Wise County to the District's dam. This map was presented with the request from the Commissioners' Court of Wise County, Texas, that the District do grant to Wise County an easement for said road as proposed, over certain land purchased by the District from Ben F. Grubbs and J. F. Rahman. It was the sense of the Directors that the request should be approved in principle and that the matter be referred to the District's Engineers, for examination as to the exact location of the proposed road, and the quantity of land involved; also, the effect of the location upon other lands owned by the District; it was further requested that the Engineers make report of these matters; It was so ordered.

7.

REPORT OF LAND COMMITTEE:

Director Hickman presented report that Mr. Culwell, under authority from the Land Committee, had made disposition of certain two room house on land owned by the District, and so situated as to be ultimately covered by water as follows:

Sold to R. L. Morris, the old two room house on the Brackenridge land (money deposited in Continental National Bank on June 11, 1932)\$20.00,

Director Hickman made a motion that the sale be approved. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

8.

There was no further business presented and the meeting was adjourned.

W. T. Dripling:
As Secretary

APPROVED:

H. W. Bennett
As President