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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 THE
14TH DAY OF MAY, 1934, AT 3:30 P. M.

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

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

At this meeting President Bennett presided; Director Stripling acted in his
capacity as Secretary.

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

1.

Minutes of a meeting held on April 16, 1934, were read, ap-
proved and ordered of record.

2.

Attached to these Minutes as "Exhibit A" is a statement of the
Financial Condition of the district as of this day, which here is referred to
as part hereof. This shows proposed voucher checks consecutive serial numbers
3616 to 3646, for the aggregate sum \$2,175.92. There was examination of said
voucher checks, together with the data to support the same. It was found
that the issuance of all of said checks was required to pay accounts now due
and payable by the district, whereupon Director Stripling made a motion that
said accounts do be approved for payment and that said voucher checks do be
issued and delivered to the respective persons entitled to receive the same.
This motion was seconded by Director Hogsett. Upon a vote being taken the
motion was carried and it was so ordered.

3.

There was presented to the directors for consideration a written proposal, signed by Messrs. Burch & Woodruff, dated May 1, 1934, to cover services as lawyers, rendered since December 1, 1933, or to be rendered prior to December 1, 1934, which proposal is attached to these minutes as "Exhibit B" and here referred to as part hereof. There was examination of said proposal, whereupon Director Hogsett moved that said proposal do be ratified and approved as a contract between the district and Messrs. Burch & Woodruff. Further, that the district's voucher check No. 3647, for the sum \$250.00, plus their actual traveling expenses now incurred, payable to Messrs. Burch & Woodruff, to cover the agreed salary of \$50.00 per month for the five months from December 1, 1933, to May 1, 1934, and said traveling expenses, do be issued and delivered to Messrs. Burch & Woodruff; upon condition, however, that Messrs. Burch & Woodruff do furnish to the district an itemized statement showing services rendered and traveling expense paid during the stated period. Adoption of this motion was seconded by Director Hickman. Upon a vote being taken, Director Stripling voted against the motion, and all other directors voted for the motion. The motion carried and it was so ordered.

4.

There appeared before the directors a delegation of the directors of the Fort Worth Boat Club, composed of Mr. George Q. McGown, Jr., Mr. George P. Hill and Mr. Dexter Scurlock, who also appeared as a representative of the present owners of the Hicks ranch. Major John B. Hawley, of the engineers for the district, was also present. Mr. Hill, as spokesman for the delegation, made it known that they were present not to criticize

but to seek information. He explained the plans of the Fort Worth Boat Club to construct certain improvements at Eagle Mountain Lake, and stated that they desired to have advice as to the plans of the district for accumulating water up to the spillway level of the lake, and the policy as to the maintaining of approximately constant water level in the lake. President Bennett stated that the question involved engineering problems, and that Major Hawley would explain the conditions and contingencies which must be met by the district. The answers made by Major Hawley equally served to give to Mr. Scurlock the information which he desired for his clients. President Bennett stated, on behalf of the board, that the policies of the board would be, to accumulate water in Eagle Mountain lake as rapidly as rain fall and other conditions would permit; to maintain as far as practicable, a constant level of water in the lake, and, to permit boating, hunting and fishing upon the lake to the fullest extent found to be prudent. The gentlemen were told that their plans and improvements should be submitted to the district's engineers, for approval, with the understanding that the engineers would make recommendation to the directors and the directors would take final action, whereupon the delegation stated that they now fully understood the difficulties facing the management of the district's works, and retired.

5.

President Bennett presented to the directors a question of whether or not the district should further delay in procuring actual possession of so much of the Rock Island Railway as would not interfere with the work of the contractors in closing the gap in the Berkshire levee. There was full discussion of this matter. The Attorneys gave advice to the dir-

ectors that the Supreme Court might be expected on any Wednesday to hand down their opinion in the Rock Island condemnation case. Thereupon Director Stripling made a motion that the attorneys for the district be instructed to procure the issuance of the writ of possession, returnable within sixty days, to be held for some period of time within which the Supreme Court might act, but to be executed, in any event, within the sixty day period permitted for return of the writ. Adoption of this motion was seconded by Director Hickman. Upon a vote being taken, Director Bewley asked to be recorded as present but not voting, but all other directors voted for the motion. The motion was carried and it was so ordered.

6.

Attached to these Minutes as "Exhibit C" is a letter written by Mr. Leroy A. Smith, of date April 23, 1934, relating to his employment as consulting counsel in the district's litigation with certain depositors of the insolvent The Texas National Bank. Director Bewley, in his capacity as Chairman of the Committee on Legal Matters, stated that the letter correctly stated the agreement made with Mr. Smith. This agreement was approved and confirmed by the board.

7.

Director Hickman, as Chairman of the Land Committee, presented to the directors for approval certain itemized accounts, aggregating \$25.00. It was explained that this expense was incurred by Mr. Steel in making certain improvements upon the house located on the land leased by the district to Mr. Steel, in order to preserve the house and make it livable, as agreed with Mr. Steel on December 11, 1933, as shown by Minute Book 30, page 21. All items of expenditures actually made bore the O. K. of Mr. G. W. Duke. The

items had been paid by Mr. Steel, and he now desires credit on the consideration for his lease. Director Hickman made a motion that the credit be allowed. This motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

8.

There was presented to the directors for consideration the letter of Engineer Nichols, making comment on the estimates of Mr. Wesley Stevens (County Engineer) concerning bridges at various locations, which might be constructed to span Lake Eagle Mountain at some one of several locations. It was the sense of the directors that this matter, together with the prior statement of claims by the County against the district, be referred to the attorneys for the district for consideration and advice to the directors concerning the power or liability of the district as to these several matters.

9.

Attached to these minutes as "Exhibit D" is a letter written to the directors by Major John B. Hawley, dated May 10, showing a total estimate of \$619.19, to cover the cost of providing certain berm drainage improvements at the Eagle Mountain Dam. These estimates were based on the expectancy that the labor could be procured without cost through the Federal Relief Agency. Director Hickman made a motion that the recommended expenditure be authorized on the basis stated. This motion was seconded by director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

10.

There was presented to the directors report of Messrs. Pitner & Adams, as Auditors, of date April 11, 1934, covering the month of

March and the year to date. Each of the directors at a prior time had been furnished a copy of this audit report and was familiar with the same. No action thereon was deemed necessary and the report was ordered received and filed.

11.

There was presented to the directors a letter of Mr. Wesley Stevens of date April 13, 1934, relating to a right of way easement desired for widening the Ten Mile-Azle Road, in order to make proper connection at the East end of the district's spillway levee at Eagle Mountain. Attached to the letter was a proposed deed of easement. It was the sense of the directors that the proposed easement deed should be not executed until there had been further consideration of the request. It was directed that the engineers and attorneys for the district confer with Mr. Stevens and make further report as to this request.

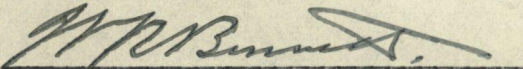
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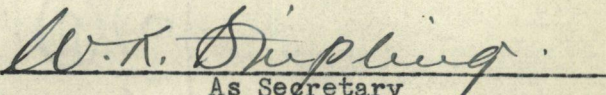
There was presented to the directors for consideration proposals for the sale of bonds of the district by Messrs. C. W. McNear & Co., and Messrs. Strannahan, Harris & Co. It was the sense of the directors that the proposals should not be accepted and it was so ordered.

13.

No further business was presented and the meeting was adjourned.

APPROVED:


As President


As Secretary

"E X H I B I T A"
 5/14/34
 VOUCHERS #3616 TO #3646, INCLUSIVE
 DATED MAY 14, 1934

NO.	ISSUED TO	COVERING	A M O U N T
3616	W. R. Bennett	Director's Fees	\$ 20.00
3617	E. E. Bewley	Director's Fees	20.00
3618	W. K. Stripling	Director's Fees	20.00
3619	C. A. Hickman	Director's Fees	20.00
3620	Joe B. Hogsett	Director's Fees	20.00
3621	Sidney L. Samuels	Attorney's Fees	333.33
3622	Ireland Hampton	Attorney's Fees	500.00
3623	E. B. Cheatham	Salary	200.00
3624	Alice McConnell	Salary	90.00
3625	A. L. Culwell	Salary	100.00
3626	O. A. Welch	Labor Bridgeport Dam	15.00
3627	Dan Jackson	Labor Bridgeport Dam	13.50
3628	Fern McAfee	Labor Bridgeport Dam	6.00
3629	Jess McDaniel	Labor Bridgeport Dam	10.50
3630	H. A. Hunter	Services Temporary Custodian	\$100.00
		Expense during March, 1934	22.86
			122.86
3631	Hawley, Freese & Nichols	Eng. Supervisory Services EM	\$ 50.00
		Eng. Supervisory Services BP	150.00
			200.00
3632	A-1 Typewriter Shop	Office Supplies	1.75
3633	The Babcock Company	Office Supplies	23.05
3634	Wm. Capps Building Company	Office Room Rent for May, 1934	40.00
3635	Home Telephone & Electric Company	Telephone Service EM	7.50
3636	Nash Hardware Company	Miscellaneous Supplies EM	21.60
3637	James Rowland, Acting Postmaster	100-3 Cent postage stamps	3.00
3638	Stafford-Lowdon Company	Office Supplies	4.65
3639	Southwestern Bell Telephone Company	Office Telephone Service	11.05
3640	The Southwest Telephone Co.	Telephone Service BP	3.95
3641	Texas Power & Light Company	Electric Service BP	8.73
3642	Kaker Brothers	Expense BP - Miscellaneous Supplies	2.65
3643	D. T. Riggs	Labor Eagle Mountain Dam	54.00
3644	W. D. Speer	3 upteam & driver CWA work at EM Dam	16.80
3645	H. P. Kay	Services EM Dam " foreman	36.00
3646	John Bourland, Tax Collector	Payment due May 15, 1934 as per contract for tax collection	250.00
		T O T A L	\$ 2,175.92

DISTRIBUTION OF VOUCHERS #3616 TO #3646, INCLUSIVE

Directors	\$ 100.00
Legal	833.33
Office	373.50
Tax Collection Expense	250.00
Eagle Mountain Dam	308.61
Bridgeport Dam	310.48
T O T A L	\$ 2,175.92

CONDITION OF FUNDS

	<u>CONSTRUCTION FUND</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST & SINKING FUND</u>
BOOK BALANCE April 9, 1934	\$ 1,630.44	\$ 19,684.31	\$ 91,647.31
RECEIPTS:			
Taxes, Penalty, Etc.		647.32	6,473.17
Interest Collector's D/B		6.65	66.62
Interest Bank D/B	.71	8.97	196.64
Land Rentals		8.00	
Miscellaneous		.35	
	<u>\$ 1,631.15</u>	<u>\$ 20,355.61</u>	<u>\$ 98,383.74</u>
DISBURSEMENTS:			
Vouchers #3616 to #3646, inclusive	<u>-</u>	<u>1,925.92</u>	<u>250.00</u>
BOOK BALANCE May 14, 1934	\$ 1,631.15	\$ 18,429.69	\$ 98,133.74

R. F. C. S P E C I A L F U N D

BOOK BALANCE May 14, 1934 \$ 64,079.43

ROCK ISLAND CONDEMNATION DEPOSIT

BOOK BALANCE May 14, 1934 \$ 257,076.00

"EXHIBIT B"
5/14/34.

Decatur, Texas,
May 1, 1934.

Board of Directors of
Tarrant County Water Control and
Improvement District Number One,
406 Capps Building,
Fort Worth, Texas.

Gentlemen:

Since December 1, 1933, we from time to time have been performing certain services for you, as lawyers, in Wise County, Texas. We now understand that your district desires a continuation of our services to December 1, 1934. There has been no written memorandum concerning our service and the compensation therefor: The following proposal is submitted for your approval and to constitute memorandum concerning our duties and the compensation therefor. When approved, it also will have effect from December 1, 1933. We hereby agree as follows:

1. The service to be performed by us hereunder may be of any and every character which is customarily performed by lawyers for clients.

2. Save as hereinafter provided, the district will pay to us salary at the rate of fifty (\$50.00) dollars per month, payable monthly, together with such sums as may be required to reimburse us for actual expense when our duties in your service require us to leave the city of Decatur, Texas. It is understood that services hereunder may be performed by either one, or both, of us, as the case may require. We have received no compensation from you for service rendered since December 1, 1933, and upon approval hereof you will promptly pay to us the stipulated salary (\$50.00) per month to cover the time from December 1, 1933 to May 1, 1934.

3. However, we are to keep an itemized account of all specific services which may be rendered by us hereunder, evaluating the same as follows:

(a) For service in any hearing or trial of court proceedings, and to include the service of either or both of us, as the occasion demands, per day, or fractional part thereof\$25.00;

(b) If the district expressly requires service from us in the briefing of cases on appeal, or other service in the appellate courts, we are to be paid per day, or fractional part thereof\$25.00;

(c) There shall be no charge made by us for such court proceedings as may be incident to the hearing of motions, or other ancillary proceedings, which are not heard immediately prior to the trial of a case, either upon demurrers or the facts, during the progress of such trial, or immediately after such trial;

(d) For all other service, in our office or out of it, as may be specifically requested by you, we are to be credited ten (\$10.00) dollars for full days and two (\$2.00) dollars per hour for service requiring less than a day.

No charge for specific service may be made unless specific request has been made therefor by someone authorized thereto, in writing, by the district.

We will render to the district at its office in Fort Worth on or before the fifth day of each calendar month an itemized statement of specific services rendered by us, during the prior month, together with an itemized statement of actual traveling expenses incurred by us in your service. This condition is subject to the understanding that you, on or before the 10th day of each calendar month will transmit to us (by mail or otherwise) to Decatur, Texas, any specific exception which you may desire to present to our statements for service. This stipulation, however, shall not apply to specific services rendered by us prior to May 1, 1934, but to supply that omission, we present herewith an itemized statement for specific services rendered by us and traveling expense incurred by us, in your service, between December 1, 1933, and the date of this letter.

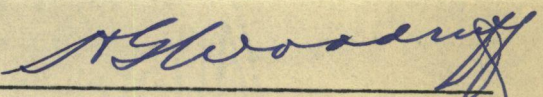
4. At such time as the evaluation of specific services theretofore rendered by us be equal to \$600.00, and we having been paid compensation in that amount, we are not to be paid salary for any succeeding month, and thereafter we shall be paid only such additional specific services as thereafter may be rendered by us. In any event, our minimum total compensation for the year shall be \$600.00, and your district shall have credit on the value of all specific service rendered by us, in the amount of such monthly salary as may have been paid to us.

Trusting that the above arrangement will be satisfactory with you and that at your next meeting, if this proposal be approved, you will arrange to pay us the sum due us as of May 1, 1934, under the foregoing proposal, we are

Yours very truly,

BURCH & WOODRUFF,

By



M. W. BURCH
CRADY WOODRUFF

LAW OFFICES
BURCH & WOODRUFF
DECATUR, TEXAS

TELEPHONES:
OFFICE 455
RESIDENCE 174

May 17, 1934

MAY 18 1934

Tarrant Co. Water Control & Improvement District No. One
Capps Building
Fort Worth, Texas

Gentlemen:

I submit herewith the following statement of compensation and refund of expenses due me in connection with my services to your Board of Directors:

Inspection Taylor & Jamieson Pro.	$\frac{1}{2}$ day	\$ 5.00
Hines & Emory King & Whittington lands	1 day	10. 00
Expenses three meals for Porter Key and W. U. Blocker, to be used as witnesses		1.20 ✓
Gasoline for operation personal automobile 88 miles in connection with above inspection trips		.88 ✓
Total		<u>17.08</u>

Yours very truly

BURCH & WOODRUFF

BY: 

HGW:LFB

"EXHIBIT C"

5/14/34

LEROY A. SMITH
R. B. YOUNG, JR.
K. VAN ZANDT SMITH

LAW OFFICES OF
LEROY A. SMITH
CONTINENTAL BUILDING
FORT WORTH, TEXAS

ROOMS 205-210
TELEPHONE 2-7612

April 23rd, 1934

Mr. E. E. Bewley,
Chairman, Legal Committee,
Tarrant County Water Control &
Improvement District Number One,
Capps Building,
Fort Worth, Texas.

Dear Sir:

This will confirm our conversation by which I have been employed by the Water Board to assist counsel for the Board in the defense of the suit on behalf of depositors in the Texas National Bank to recover on account of securities which the Board had for its deposit with that institution when it closed its doors.

My terms of employment are \$50.00 a day for preparation of the case and \$100.00 a day for actual trial of the case. It is understood that my services may be terminated at any time the Board so desires.

Yours very truly,

LAS:B

Leroy A. Smith

AK
WVB

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

"EXHIBIT D"
5/14/34

ER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS

May 10, 1934

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

Gentlemen:

We hand you herewith estimate for materials and truck hire estimated to be required for the installation of drains at the Eagle Mountain dam. These drains are to be installed on the lowest berm and will discharge into the valley at approximately elevation 600.

It is proposed to throw up a small levee about 3' high at the lower edge of the wide berm at elevation at about 622. The drains will discharge the water from this point to the valley.

The estimate is based upon obtaining labor from the "Work Division of the Federal Emergency Relief Administration".

At the present time it cannot be predicted when this labor will be available.

This is a request to have authorization given to the engineers to purchase this material in small lots and only as needed.

Yours very truly,

HAWLEY, FREESE and NICHOLS

BY

John B. Hawley

MATERIALS NEEDED FOR EAGLE MOUNTAIN DAM WORK

20 - 8" drains 80' long = 1600 lin.ft.	@ 28 $\frac{1}{2}$ ¢	\$ 456.00
Bases for existing drains 24 using 1 sack cement at each	@ 65¢ net	15.60
Upper end of new drain and base 2 sacks cement at each drain 40 sacks	@ 65¢	26.00
Reinforcing for grating 153 lbs	@ 10¢	15.30
Truck Hire Hauling Rock		<u>50.00</u>
		562.90
10% Contingencies		<u>56.29</u>
TOTAL		\$ 619.19

619.19