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MINUTES OF A MONTHLY 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  
12TH DAY OF SEPTEMBER, 1935, AT 3:30 P. M.

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

PRESENT

C. A. Hickman  
E. E. Bewley  
Joe B. Hogsett  
W. S. Cooke

ABSENT

W. K. Stripling

At this meeting President Hickman presided; Ireland Hampton, in the absence of  
W. K. Stripling, acted as Secretary.

At this time and place the following proceedings were had and done, v i z:

1.

Attached to the minutes of this meeting, marked "Exhibit A," and made part hereof, is a statement of the Financial Condition of this District as of this day. This statement shows voucher-checks issued since the last meeting, consecutive and inclusive serial numbers 4262 to 4296, for the total sum \$1,066.78. It also shows proposed voucher checks consecutive and inclusive serial numbers 4297 to 4348, for the total sum \$209,760.81. There was examination of said proposed checks, together with the data to support the same, whereupon Director Hogsett made a motion that issuance of the interim voucher-checks 4262 to 4296, inclusive, do be approved and confirmed; and that, each of the said proposed voucher checks —#4297 to 4348, inclusive— do be issued and delivered to the respective persons entitled to receive the same, in payment of the several accounts which hereby are approved for payment by means of said checks. This

19  
motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

2.

Messrs. Atwood McDonald, James M. Floyd and Bert Walker, attorneys, were present to urge the payment of a claim asserted by F. M. Fowler of Azle, Texas, based on an alleged injury to a tract of land, by reason of the effect of the control of water at the Eagle Mountain Dam of this District, the damage being stated to be \$13,230.00. The Directors heard the arguments of the Attorneys. It was the sense of the Directors that the Engineers and Attorneys for this District be requested to promptly make thorough investigation of the physical condition attending this tract of land, and thereupon to make report to this Board of Directors with recommendation as to the allowance or disallowance of said claim.

3.

There was presented to the Directors a contract and bond (executed in duplicate) by Allhands and Davis, on June 28, 1935, relating to the undertaking of said contractors to do the work required to furnish the Bridgeport Levee, by closing the gap through which the Rock Island Railroad has been operating its trains. There was examination of the contract and bond and the Directors were advised by the Engineers and Attorneys for the District, that, in their opinion, the proposed bond and contract were adequate as to form and that the bond should be approved by the District and the contract signed by the District, in case the Directors deemed the United States Fidelity and Guaranty Co. to be a satisfactory surety. There was consideration of this matter, whereupon Director Hogsett made a motion, which was seconded by Director Cooke, that

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said bond do be approved as a good and sufficient bond (for the penal sum \$21,000.00), and that said contract do be executed on behalf of the District in a manner conforming to the appropriate law, to have effect on and from June 28, 1935, the date upon which said bond and contract were executed by the Contractors. Upon a vote being taken Directors Hickman, Bewley, Hogsett and Cooke voted for the motion, and no director voted against the motion. The motion was carried and it was so ordered.

4.

It was brought to the attention of the Directors that under authorization by the Board of Directors, on October 24, 1933, the Maintenance Fund of the District had loaned to the Construction Fund of the District, in order to satisfy certain requirements made by Reconstruction Finance Corporation, the sum \$11,622.49, which has never been restored by the Construction Fund to the Maintenance Fund. Further that, the Construction Fund is at this time in such condition as makes it possible to restore the fund to the former account. Director Hogsett made a motion, seconded by Director Cooke, that the District's Voucher Check No. 4349, for the sum \$11,622.49, do be drawn against the District's Construction Fund, payable to the District's Maintenance Fund; that no interest be charged against the transaction and that the check so issued do be deposited for the credit of the Maintenance Fund. Upon a vote being taken the motion was carried and it was so ordered.

5.

Report was made to the Directors concerning the efforts made to procure joint action of the Commissioners' Court of Tarrant County, Texas, the city of Fort Worth, the Park Board of the city of Fort Worth, Fort Worth

012

Improvement District Number 1; and the Highway Committee of the Chamber of Commerce, for the purpose of inducing the Highway Commission of the state of Texas to promptly proceed with increasing the flow-way under the bridge over the Clear Fork on West Seventh Street, in the city of Fort Worth, in accordance with the approval given by the Highway Commission at its meeting of August, 1934. It was reported that each of these bodies had delivered to the District resolutions to be presented to the Highway Commission at its meeting on September 16, 1935; that said resolutions, in folio, were in the possession of the Commission and had been placed on its docket for a hearing at the September meeting. Upon consideration of this matter, Director Hogsett made a motion, seconded by Director Cooke, that Ireland Hampton as Attorney for the District, do be requested to proceed to Austin to represent the District at the time of the hearing of the matter on September 16, 1935. Upon a vote being taken the motion was carried and it was so ordered.

6.

The Attorneys for the District called to the attention of the Directors the need to act upon a proposal of W. H. Tolbert, as Attorney for the Mother of Razee Walker (Negro), to settle a claim asserted against the District, which claim grew out of the fact that Razee Walker was electrocuted while crawling through a fence near the conduits at the Eagle Mountain Dam. It was reported that Mr. Tolbert had stated his minimum sum for settlement would be \$900.00; that he anticipated the Texas Electric Service Company would contribute \$200.00 to the settlement and that he would desire the District to pay the sum of \$700.00, making a total of \$900.00. There was full

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discussion of this matter. The attorneys gave advice that in their opinion the plaintiff could be defeated; but that, the expense of preparing the case for trial, procuring the attendance of numerous witnesses at the trial, and the possible printing of briefs, might involve as much as \$250.00, which could not be recovered. Upon consideration of this matter, Director Hogsett made a motion that the Attorneys for the District be authorized to tender in settlement of the claim, as against this District, a sum not to exceed \$250. such settlement to be executed in such manner that the District could not be subjected to a counter-demand by the Texas Electric Service Company. Upon a vote being taken the motion was carried and it was so ordered.

7.

There was called to the attention of the Directors the report of Daniel W. Mead, Consulting Engineer for the District, dated August 12, 1934, covering various matters with reference to the condition of the District's two reservoirs. Each of the Directors had received a copy of said report at a prior time and each was familiar with the contents thereof. It was the sense of the Directors that the report required no action at this time and that the same should be received and filed as "Exhibit B," to the minutes of this meeting: It was so ordered.

8.

The attorneys presented to the Directors a letter written by Homer L. Baughman, on September 10, 1935, wherein he, as Attorney for Laura Williams, made tender to settle the pending suit of Laura Williams against the District, in trespass to try the title to sixty acres of land out of the M. F. Hudson Survey, situated in Wise County, Texas. His tender was to settle for the

sum \$100.00. The Attorneys gave advice that in their opinion the District could defeat the suit, due to the fact that the demand was stale by reason of the operation of the ten and twenty-five year statutes of limitation. However, they were of the opinion that the cost of investigating testimony and procuring the attendance of witnesses might equal or exceed \$50.00, and they therefore asked for authority to tender \$50.00 in full settlement of the case. Director Bewley made a motion, seconded by Director Cooke, that the Attorneys for the District be authorized to pay not to exceed \$50.00 to effect settlement of this litigation. Upon a vote being taken the motion was carried and it was so ordered.

9.

The Attorneys presented to the Directors the demand for damages made by Mr. Albert J. Baskin, for alleged damages to certain land owned by J. M. Sessions, situated in Tarrant County, Texas, West of Lake Eagle Mountain, but not contiguous thereto. This claim was based on closing of certain roads, particularly a road to the East over the Jefferson crossing bridge, by reason of the storage of water in the reservoir. It appears that no actual injury to the land is involved and that the claim was based entirely upon inconvenience occasioned by the closing of one or more roads. The attorneys gave advice that this state of facts would not vest in Mr. Sessions any sustainable claim for injury; whereupon, Director Hogsett made a motion, seconded by Director Bewley, that the Attorneys for the District give advice to Mr. Baskin that the District could not admit liability. Upon a vote being taken the motion was carried and it was so ordered.

10.

The Attorneys presented a claim orally asserted by Messrs. Greines Brothers and M. Greines, in behalf of a Mr. Carlton, who is the tenant on land situated in Wise County, in the Paradise area, and owned by Greines Brothers. It was explained that the claim was based on flood, caused by opening valves at the Bridgeport Lake, and that the claim had not been made specific as to the crops destroyed or the value thereof. It was further explained that before the claim could be intelligently handled it would be needed that an engineer for the District and the Attorneys of the District, do go upon the land for making a close examination of the physical conditions which caused the land to overflow. It was the sense of the Directors that this should be done as soon as weather conditions and other duties of the Engineers might permit; it was so ordered.

11.

Attorneys of the District presented to the Directors a demand by W. L. Kelly, Engineer for Tarrant County, presented by him under direction of County Commissioner Merritt. This related to a letter written on September 4, 1935, by Mr. E. C. Wilkes, Post Office Inspector, wherein he complains that Star Route No. 1, out of Azle, running to the North, would be abandoned on 2.9 miles at the North end of the route, unless the road is raised to such elevation and is provided with such a drainage structure as would prevent inundation. It was explained that Mr. Merritt insisted that this should be done at the cost of this District, due to his claim that the storage of water in the Eagle Mountain Reservoir at any elevation exceeding 643 ft. caused this road to be inundated. It was the proposal of Mr. Merritt that he would do the work and

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bill the District for the absolute cost; further that, he would prepare a detailed estimate of the cost of the work, and present it to the Directors for their consideration. It was the sense of the Directors that the Engineers for the District and the Attorneys for the District, should, as soon as possible, make an inspection of this area, jointly with Mr. Merritt, and individually make report to this Board: It was so ordered.

12.

Attached to these Minutes, in folio, as Exhibit C, will appear a copy of letter written by this District to the Fort Worth Improvement District Number One, on the 2nd day of August, 1935, wherein this District made specific statement of the cooperation desired by this District from the Levee District to the end that it would be possible for this District to proceed with remodeling of the Levee system in the city of Fort Worth, in accordance with the plans and authorization therefor. Also, letter written on September 3, 1935, by the Fort Worth Improvement District Number One to this District. It was the sense of the Directors that reply thereto should be made by this District, and to be, in substance, as follows:

(a) Relating to the second paragraph of the letter: That the bond election held in this District on August 8, 1927, was based upon Engineers' Estimates or predictions; that while the estimate as to the remodeling of levees was in the sum \$250,000.00, this was an estimate only, and was subject to being diminished by the actual experience of costs incident to the construction of the two reservoirs on the West Fork, which were deemed to be needed to abate hazards of a more pressing nature than those incident to the remodeling of the levees: Further that, the 126 bonds now held in the Treasury of this District



constituted the balance remaining as the available resource for the remodeling of the levees;

(b) Relating to the third paragraph: That in case of absolute need therefor, this District could furnish blueprint copies of all plans and specifications for the levee work, to the Levee District; but that, due to the fact that the plans and specifications now are on file in this District's office, as a public record which may be examined at any time by the officers and engineers for the Levee District, it would seem to be practicable for the Levee District to consider these plans and specifications as being freely accessible to the Levee District: It was so ordered.

13.

There was presented to the Directors a letter written by Geo. L. Dickey, Director for the Federal Works Progress Administration, dated September 9, 1935, written to Mr. Marvin Nichols, as Engineer for this District, and relating to the application filed with W. P. A. for work proposed to be done in increasing the flow-way of the West Fork of the Trinity River in the Boyd-Paradise area. It was explained that Mr. Nichols had started work in preparation of detailed plans and specifications and that he, as soon as possible, would present the same to the Directors. It was the sense of the Directors that this should be done with all possible dispatch.

14.

There were presented to the Directors the monthly reports of Messrs. Pitner & Adams, as Auditors for the District, for May, June and July, 1935. Each of the Directors had at a prior time received copies of these reports and each of them was familiar therewith. It was the sense of the Directors

that these reports should be received and filed in the usual manner, save that the Attorneys for the District be requested to present to the Directors written opinion as to whether or not it was actually required that the District discontinue its custom of charging all costs of assessing and collecting taxes against the Interest and Sinking Fund, instead of pro-rating these costs between the Interest and Sinking Fund and the Maintenance Fund, this matter having been called to the attention of the Directors in the last paragraph of the Auditors' Report, dated August 15, 1935: It was so ordered.

15.

After full discussion, in conference with Mr. Freese of the District's Engineers, Director Hogsett made a motion that the Engineers for the District do request bids for the placing of the valves in the East Conduit at the Eagle Mountain Dam, in accordance with plans and specifications for said work, to be furnished by the Engineers. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

16.

No further business was presented and the meeting was adjourned.

APPROVED:

*C. H. Brown*  
As President.

*Ireland Hambleton*  
As Acting Secretary.

"EXHIBIT A"  
9/12/35-3:30 PM

VOUCHER-CHECKS ISSUED AUGUST 8 TO SEPTEMBER 6, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4262	J. R. Simpson, Attorney in Fact	Full payment, case of Ben Lyda, et al <u>Construction Custodian's Residence BP:</u>	\$ 200.00
4263	J. E. Mitchell	Carpenter 8/3 to 8/10/35, incl.	18.00
4264	John Rhoades	Carpenter W/E 8/9/35	22.00
4265	M. S. Carr	Carpenter-Contractor W/E 8/9/35	22.00
4266	E. L. Bays	Labor W/E 8/9/35	2.10
4267	C. F. Wilson	Labor W/E 8/9/35	2.10
4268	J. O. Corley	Labor W/E 8/9/35	4.70
4269	O. A. Welch	Truck Hire W/E 8/9/35	8.59
4270	R. D. McDaniel	Labor W/E 8/9/35	1.95
4271	John Rhoades	Carpenter W/E 8/16/35	20.50
4272	C. H. Elliott	Carpenter W/E 8/16/35	14.00
4273	M. S. Carr	Carpenter-Contractor W/E 8/16/35	20.50
4274	Morrow Wrecking Co.	Payment on Material	300.00
4275	John Rhoades	Carpenter W/E 8/23/35	22.00
4276	M. S. Carr	Carpenter-Contractor W/E 8/23/35	22.00
4277	C. H. Elliott	Carpenter W/E 8/23/35	22.00
4278	T. L. Davis	Stone Work W/E 8/23/35	15.00
4279	R. D. McDaniel	Labor W/E 8/23/35	2.10
4280	Mrs. H. E. Turbeville	Payment on Core Drilling BP <u>Construction Custodian's Residence BP:</u>	100.00
4281	John Rhoades	Carpenter W/E 8/30/35	22.25
4282	C. H. Elliott	Carpenter W/E 8/30/35	22.25
4283	M. S. Carr	Carpenter-Contractor W/E 8/30/35	22.25
4284	George Roach	Plumber W/E 8/30/35	18.37
4285	A. T. Holt	Tin Work W/E 8/30/35	5.00
4286	N. A. North	Plumber's Helper W/E 8/30/35	6.12
4287	John Rhoades	Carpenter W/E 9/6/35	22.00
4288	C. H. Elliott	Carpenter W/E 9/6/35	21.00
4289	M. S. Carr	Carpenter-Contractor W/E 9/6/35	22.00
4290	J. C. Runyon	Electrical Work W/E 9/6/35	45.00
4291	T. E. Angell	Hanging Metal Lath W/E 9/6/35	20.00
4292	J. L. Davis	Stone Work W/E 9/6/35	15.00
4293	O. A. Welch	Truck Hire & 3 Yds. Sand W/E 9/6/35	3.50
4294	R. D. McDaniel	Labor W/E 9/6/35	1.50
4295	J. O. Corley	Labor W/E 9/6/35	.60
4296	Dan Jackson	Labor W/E 9/6/35	.40
T O T A L			\$1,066.78

DISTRIBUTION OF VOUCHERS #4262 TO #4296, INCLUSIVE

Settlement Ben Lyda, et al., case	\$200.00
Core Drilling, BP	100.00
Construction Custodian's Residence BP	766.78
T O T A L . . . . .	\$1,066.78

VOUCHER-CHECKS #4297 TO #4348, INCLUSIVE, DATED SEPTEMBER 12, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4297	C. A. Hickman	Director's Fees	\$ 20.00
4298	E. E. Bewley	Director's Fees	20.00
4299	W. K. Stripling	Director's Fees	20.00
4300	Joe B. Hogsett	Director's Fees	20.00
4301	W. S. Cooke	Director's Fees	20.00
4302	Sidney L. Samuels	Legal Services	333.34
4303	Ireland Hampton	Legal Services	500.00
4304	E. B. Cheatham	Salary	200.00
4305	Alice McConnell	Salary	90.00
4306	C. L. McNair	(Salary, Custodian BP \$100.00 (Allowance 7.50	107.50
4307	D. T. Riggs	Salary as Custodian EM (Engineering & Supervision	60.00
4308	Hawley, Freese & Nichols	( month of August EM \$ 50.00 ( BP 150.00	200.00
4309	R. L. Davidson	2-Up Team & Driver EM	48.00
4310	Wm. Capps Building Co.	Office Rent, September, 1935	40.00
4311	John B. Hawley	Reimbursement Truck Hire EM	51.65
4312	Home Telephone & Electric Co.	Phone Service EM	7.50
4313	The Southwest Telephone Co.	Phone Service BP	5.05
4314	Southwestern Bell Tel. Co.	Phone Service Office	10.35
4315	Texas Electric Service Co.	Minimum Charge, Electric Service EM	15.00
4316	Texas Power & Light Co.	Electric Current BP	8.97
4317	A-1 Typewriter Shop	Typewriter Ribbon & Adjust Keys	1.50
4318	V o i d		Void
4319	Bandy Reproduction Co.	Photostats	.60
4320	Cook Paint & Varnish Co.	Paint \$55.80; Brushes, \$3.72, EM	59.52
4321	Crouch Hardware Co.	1 - #463 Coleman Water Heater, BP	45.00
4322	Kaker Bros.	Nails, Rope & Saw Blades, BP	.95
4323	Roberts & Rhea	3 yrs. prem. \$2000.00 Fire & Windstorm Insurance, Custodian's Residence BP	88.40
4324	Stafford-Lowdon Co.	Office Supplies	3.65
4325	Butler Grocery	100# Salt, used in tests, Core Boring BP	.75
4326	W. H. Summers	200# Salt, used in tests, Core Boring BP	1.40
4327	Western Union Telegraph Co.	Telegrams	3.33
4328	Industrial-Scientific Supply Co.	Chemicals, for tests, Core Boring BP	18.66
4329	H. D. Young, Postmaster	Postage Stamps	4.00
4330	C. A. Hickman	Traveling expense, use of personal car, 256 miles @ .05 Cents	12.80
4331	E. L. Bays	Labor, Septic Tank Custodian's Residence BP	5.70
4332	E. L. Bays	Miscel. Labor BP	.60
4333	R. D. McDaniel	Labor, Construction Septic Tank, etc.	15.85
4334	R. D. McDaniel	Miscel. Labor BP	2.40
4335	A. A. Strickland	Labor, Seepage tests, Core Borings BP	1.60
4336	J. O. Corley	Labor, Seepage tests, Core Borings BP	.80
4337	J. O. Corley	Miscel. Labor, BP	1.80
4338	V o i d		Void
4339	V o i d		Void
4340	Tarrant County Water Control and Improvement District Number One, Maintenance Fund	(Transfer amount paid during July, 1935, (out of Maintenance Fund, on Construction (Water System BP Dam	64.62
4341	Continental Nat'l. Bank, Fort Worth, Texas	Telegraphic Costs, Transferring Funds to NY	1.57
4342	Continental National Bank, Fort Worth, Texas	Transfer of funds to Central Hanover Bank and Trust Company, New York, N. Y.	163.67
4343	Continental National Bank, Fort Worth, Texas	Transfer of Funds to Central Hanover Bank and Trust Company, New York, N. Y.	207,172.50
4344	O. A. Welch	Labor and truck hire, Septic Tank, etc BP	1.34
4345	O. A. Welch	Labor and truck hire, operating valves & Repair phone line, BP	1.13
4346	Morrow Wrecking Company	Payment on Material, Construction Custod- ian's Residence BP	300.00
4347	Axtell Company	12 - 2" Black Coupling BP	1.87
4348	Axtell Company	Pipe Cutter and Wrench BP	7.44
		T O T A L	\$209,760.81

DISTRIBUTION OF VOUCHERS #4297 TO #4348, INCLUSIVE

Directors	\$112.80	Bridgeport Dam:	
Legal	833.34	Custodian's Salary & Allowance	\$107.50
Office	352.83	Engineering & Supervision	150.00
Photostats, Registration of Bonds	.60	Phone Service	5.05
Transfer of Funds	64.62	Electric Service	8.97
Bonds and Interest Coupons due 9/15/35	207,172.50	Miscel. Labor & Truck Hire	5.93
Handling charge, paying Bonds and Coupons	163.67	Works Supplies	9.04
Telegram Transferring funds to New York	1.57	Insurance on Custodian's Residence	88.40
Eagle Mountain Dam:		Core Boring Tests	31.39
Custodian's Salary	60.00	Water Heater for Custodian's Resi- dence	45.00
Engineering & Supervision	50.00	Septic Tank Construction	16.58
Team Hire	48.00	Material Construction Custodian's Residence	300.00
Truck Hire	51.00	(Total BP Dam-\$767.86)	
Phone Service	7.50		
Electric Service, Minimum Chg.	15.00		
Paint and Brushes	59.52		
(Total EM Dam-\$291.02)		T O T A L	\$209,760.81

CONDITION OF FUNDS

	<u>CONSTRUCTION FUND</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST &amp; SINKING FUND</u>
BOOK BALANCE August 8, 1935	\$ 83,137.98	\$ 25,990.42	\$ 300,800.59
Receipts: Taxes, Penalty, Etc.		194.58	3,015.94
Interest on Collector's D/B		.23	3.61
Interest on Bank D/B	17.62	5.72	63.77
Bond Registrations		2.00	
Miscellaneous		1.70	
	<u>\$ 83,155.60</u>	<u>\$ 26,194.65</u>	<u>\$ 303,883.91</u>
Disbursements:			
Vo. #4262 to #4296, inclusive, August 8th to September 6th, 1935:	1,066.78		
	<u>\$ 82,088.82</u>	<u>\$ 26,194.65</u>	<u>\$ 303,883.91</u>
Disbursements:			
Vo. #4297 to #4348, inclusive, September 12, 1935	457.59	2,130.72	207,172.50
	<u>\$ 81,631.23</u>	<u>\$ 24,063.93</u>	<u>\$ 96,711.41</u>

Note: At a meeting held by the Board of Directors of this District, on October 24, 1933, there was an order passed whereby the "Maintenance Fund" advanced \$11,622.49 to the "Construction Fund" as an emergency loan. THIS SUM HAS NOT BEEN RESTORED TO THE MAINTENANCE FUND.

DISBURSEMENTS TO BE MADE OUT OF INTEREST AND SINKING FUND BY DECEMBER 31, 1935

Auditing Tax Collections	\$ 525.00
November 15, 1935 Payment on Contract, Assessing & Collecting Taxes	1,000.00
December 31, 1935 Payment on Contract, Assessing & Collecting Taxes	1,250.00
TOTAL DISBURSEMENTS to be made by December 31, 1935	<u>\$ 2,775.00</u>
SEPTEMBER 12, 1935, Cash in Interest & Sinking Fund (Book Balance)	96,711.41
UNENCUMBERED CASH BALANCE September 12, 1935	<u>\$93,936.41</u>

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DANIEL W. MEAD  
CONSULTING ENGINEER  
MADISON, WISCONSIN

"EXHIBIT B"

9/12/35-3:30

August 12, 1935

TO THE DIRECTORS  
Tarrant County Water Control and  
Improvement District Number One  
Fort Worth, Texas

Gentlemen:

In accordance with your request as conveyed through your Engineers, Hawley, Freese and Nichols, I visited Fort Worth and spent the week of July 7, 1935, in the examination of the Eagle Mountain and Bridgeport Reservoir Dams, a review of the plans on which they were constructed, and a discussion with your Engineers of the conditions that now obtain at the dam.

I found nothing in the present condition at the dams that should give you any serious concern or that should not have been anticipated from the start.

On my return to this office I reviewed the correspondence with your Engineers, in which we discussed the various questions that arose during construction, and also reviewed my own previous reports furnished you at various times before and during construction.

The condition at the dams should of course receive prompt and continuous attention.

Some leakage must be expected in connection with almost every dam, depending on the geology, the material used in construction, the workmanship, and the design. To prevent all leakage is often impossible, and usually impracticable on account of the necessary limits in expense of construction.

Personally, I have always anticipated some leakage in these dams both through the foundations and the abutments.

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In my report of December 23, 1930, I stated that:

"I believe the sheeting is being so well placed that it will effectively prevent any material underflow"

and in my report of September 23, 1932, I discussed at some length the possible leakage in the rock abutments and advised grouting as an effective remedy.

In the Eagle Mountain Dam I do not believe there is any leak in the structure itself. Such leakage as occurs probably comes from any or all of the following sources:

1. From ground water supply (Paluxy and other strata)
2. Through the sheet piling
3. Under the sheet piling through the rock
4. From the west abutment

In northern districts, where the water stored is clear and devoid of silt, I should expect the original seepage to continue indefinitely as it first occurs, - varying in general only with the height of water in the reservoirs. In the Eagle Mountain and Bridgeport reservoirs, the water carries much fine silt which remains in suspension for many days. This silt will gradually make the reservoir almost bottle tight except where seepage occurs through the rock abutments. This does not mean that the apparent seepage near the toe will cease entirely, as much of it may and probably does come from ground water (Paluxy and other strata), and this will continue and vary only with the season.

I should advise the drainage of the low wet land below the toe of the Eagle Mountain Dam to make the land firm and to improve the unsightly appearance. Such drains should be carried into the toe of the dam for some distance if at any point seepage appears above the surface. The weir now installed should be placed in the outlet from the

drains and should be read daily for a year or more so that any change in the quantity of seepage may be recorded. Such a drainage system will dry out this land, remove the unsightly water from the surface, and afford dry and firmer land below the embankment, which is always desirable. The expense involved will not be great and this drainage seems to be all that is necessary at the present time.

While the seepage through the rock in the east abutment is not serious, the crevices in the rock through which the seepage runs should be grouted at once to stop the present seepage and to prevent further development of the same. (See my report of September 23, 1932).

The apparent leakage through the rock at the Bridgeport Dam can readily be stopped by grouting. This matter does not seem at all pressing, and should be left until after grouting is completed at the Eagle Mountain east abutment.

In the matter of the installation of the <sup>four 48</sup>~~two 34~~-inch valves not yet installed in the Eagle Mountain conduit: this was covered quite fully in my report of September 23, 1932. Since that date almost two years have elapsed. The embankment of the dam is now more fully settled and has become more dense, stable and safe. I see no particular reason therefore why the valves should not be installed at once. On the other hand, there seems to be no real objection to delaying such installation until after the unfinished portion of the Bridgeport earth dam is completed as I see no reason why the delay should cause any extra expense in the cost of their installation.

I can see no material advantage in the installation of an extra 60-inch valve at the Eagle Mountain Dam. It is true that with the valves as at present planned (four 48" valves in the conduits of each dam) and with all valves fully open, Eagle Mountain Reservoir must rise somewhat



due to the extra water from the drainage area above Eagle Mountain and below Bridgeport. I see no objection to this. If it is desired to reduce the water elevation at Eagle Mountain, the inflow from the Bridgeport Reservoir would naturally be entirely or partially shut off until the reduction desired is attained. I understand that there is not likely to be any greater demand for water below Eagle Mountain than can be passed by the four gates now provided. On the other hand, there is no objection to the installation of extra valve capacity at Eagle Mountain if you so desire, except for the extra expense involved. In general, I should advise that the water levels carried in the two reservoirs be carried no higher than is necessary to assure the water supply needed at any time, as each foot of capacity in these reservoirs will provide additional flood storage.

The two reservoir dams seem, generally, to be in first class condition. The slight settlement which has occurred since construction shows that the original consolidation of the material was exceptionally good. There is a dense growth of grass on the outer slopes of the embankment, and a satisfactory sod is rapidly forming which will protect the slopes from washing during heavy rain storms.

With the minor improvements that I have suggested I think the embankments and the abutments will be safe and give entire satisfaction although constant supervision and maintenance will always be necessary.

*Berkshire  
Levee*  
I find no cause for serious concern in the present condition at either dam except in the incomplete section of the Bridgeport reservoir embankment.

The conditions which should give you immediate concern are:

First.- The incompleted Bridgeport reservoir embankment at and near the point which formerly was crossed by

the C.R.I. & G. Railway; and

Second.- The uncompleted channel improvements through the City of Fort Worth.

In my report of October 4, 1929, I stated:

"It should be realized \* \* \* \* \* that while the plans made consist of three major units (viz: two reservoirs and local channel improvements) these works are nevertheless a unit in themselves and cannot be made effective except in the combination proposed, or in some other similar and equal combination. The channel improvements will not be effective nor adequate to care for the floods from the Clear Fork without the retention of the flood flows from the West Fork by the proposed reservoirs. In the same manner \* \* \* \* \* both reservoirs are necessary for complete control of the West Fork and must be supplemented by the proposed channel improvements in order to take care of the floods from the Clear Fork. Together, these three units constitute an unusually effective whole and at a cost which seems remarkably low for the control of the intense floods to which this District is subjected."

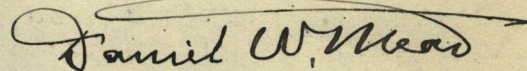
It is of course obvious that such floods as that which occurred in April 1922 are not very frequent, and the channel improvements are not necessary until such a flood recurs on the Clear Fork, the date of which recurrence is unknown. The three large floods on the Clear Fork of 1900, 1908, and 1922 averaged eleven years apart, - eight years between 1900 and 1908, and fourteen years between 1908 and 1922. It is now more than thirteen years since 1922, and such a flood must be expected in any year. If the flood producing storm occurs mostly over the West Fork, Ft. Worth may be safe even without channel improvements when the Bridgeport Reservoir is completed. The completion of this reservoir demands your immediate attention. The channel improvements at Fort Worth are, however, no less important and also demand your immediate attention for Fort Worth will not be safe from floods from the Clear Fork until this work is finished.

I am greatly concerned over the delay in the completion of

the Bridgeport embankment and the channel improvements at Fort Worth. Your Board will be severely criticized if after the expense already involved in the construction of the reservoir system, Fort Worth should be seriously damaged by another flood.

I sincerely hope and advise that these matters receive your immediate attention.

Very respectfully,



DANIEL W. MEAD

Consulting Engineer

DWM:De

9/12/35-3:30

FORT WORTH IMPROVEMENT DISTRICT No. 1

934 712 NORTH MAIN STREET

SUPERVISORS  
J. R. LOWRY, CHAIRMAN  
J. D. WELLS  
B. A. TOLBERT, SECRETARY



# TARRANT COUNTY

FORT WORTH, TEXAS

September 3, 1935.

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

Gentlemen:

In Re: Increased Capacity of the Levee System in the City of Fort Worth.

We have your letter dated August 2nd, but evidently intended for September 2nd, as the same was only received this morning, and we note all that you say in said letter relative to the above matter.

In Paragraph A contained on page 1 we note that under the Notice of Election you state it was provided such part of \$250,000.00 as might remain after completion of the District's two reservoirs should be used to increase the capacity of the Levee System. It was our understanding that this entire sum was to be used for such purpose, and the "Levee Board" was much surprised some days ago to learn that only \$126,000.00 of said \$250,000.00 remained for such purpose. In said paragraph you also state that a proposed P.W.A. grant will increase the available funds to approximately \$165,000.00. In this connection we desire to advise you that the "Levee Board" has also made an application sometime ago for a P.W.A. grant, and we hope that the same will be available for the purposes for which applications was made. We feel it only fair to advise you at this time that we have such an application, and for such reason cannot give our endorsement of your application until final action is had upon the application filed by this Board for a P.W.A. grant.

With reference to the conditions contained in Paragraph C on page 2 of your letter above mentioned, this Board fully realizes that the limitations imposed by you are probably very reasonable and proper. In subsection 3 of said

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

Sept. 3, 1935.

paragraph, however, you state that the work is to be in accordance with the plans and specifications for the improvements now on file in the office of this District, as well as the office of the State Reclamation Engineer, to which reference is made. For your information this Board desires to inform you that it has never been furnished with a copy of said plans and specifications and only in a general way does it know the contents thereof. You certainly cannot expect us to give approval to the same until we have had an opportunity for full investigation, and looking to such purpose we will appreciate it very much if you can furnish us with a copy of such plans and specifications as soon as possible.

This Board appreciates the fact that you have money to spend in the Levee District, and it is the desire of the Board that this money be properly spent under such conditions and restrictions as you may impose, and to which we may agree. It is the desire of the Board that this work be expedited, and the Board hopes that a working agreement can be entered into in the very near future, whereby the contemplated improvements may be started as soon as possible.

Assuring you of our desire to cooperate with you in every respect, we are

Yours very truly,

FORT WORTH IMPROVEMENT DISTRICT NO. 1,

By

*E. H. McKinley*  
President.

MMFjr-jp

FORT WORTH IMPROVEMENT  
DISTRICT NO. 1

934 712 NORTH MAIN STREET



SUPERVISORS

J. R. LOWRY, CHAIRMAN

J. D. WELLS

B. A. TOLBERT, SECRETARY

# TARRANT COUNTY

FORT WORTH, TEXAS

August 31, 1935

Mr. Ireland Hampton  
% Tarrant County Improvement District  
Capps Building  
City

Dear Sir:-

After the conference between the "Water Board" and the "Levee Board" held in your office, Thursday, August 29th and after our Board met in a called session, thereafter, there was some confusion as to what rights and authorization you desired that the Levee Board confer upon you by Tuesday, September 3rd, the date we were to reply to you.

As we now recall there was no definite proposal made and in order that our board might fully understand just what your proposal covers we are requesting that you kindly give us a letter with detailed information of just what you desire that we do.

Assuring you that your letter will receive our prompt attention and also assuring you of our desire to cooperate with you as far as we are able, We beg to remain,

Yours very truly,

FORT WORTH IMPROVEMENT DISTRICT #1

*Melvin M. Fawcett*  
By \_\_\_\_\_ Secretary.

MMFjr\*P

COPY:

Fort Worth, Texas,  
August 2, 1935.

Fort Worth Improvement District No. 1,  
Fort Worth, Texas.

In Re—Increase of Capacity of The Levee System  
In the city of Fort Worth  
Attn—Mr. Melvin M. Faulk, Secretary.

Gentlemen:

This letter answers the letter of Mr. Melvin M. Faulk, as your Secretary, dated August 31, 1935, wherein he desires clarification as to the nature and extent of the cooperation desired from your district by this district. This clarification can best be given by making a statement of the limitations of this district, which grow out of the plan for improvements adopted on July 29, 1927, and the bond election held on October 8, 1927, which are:

(a) Under the notice of election, it was provided that such part of \$250,000. as might remain after completion of the district's two reservoirs should be used to increase the capacity of your levee system: The sum so remaining will be the proceeds of bonds of this district for the par sum \$126,000., plus a P. W. A. grant, which will cause the total sum available to be approximately \$165,000.00.

(b) This is estimated to be adequate to cover the cost of needed right of way and the cost of the remodeling of the levees on both the West Fork and the Clear Fork from a point near the Paddock Viaduct in the city of Fort Worth, for the full extent of the levees lying to the west of this

point.

(c) Conditioned that; 1—the State Highway Commission or some other governmental agency will alter the viaduct over the Clear Fork, on West Seventh Street, to cause the flow-way under it to be adequate, without cost to this district; 2—your district, the Park Board of the city of Fort Worth and, or, the city of Fort Worth, will make available, without cost to this district, all rights of way, easements and convenient material borrow grounds, on, over or from lands owned or controlled by them, or either of them; 3—Your Board will enter of record an ordinance or order authorizing this district to proceed with the work, in accordance with the plans and specifications for the improvement, now on file in the office of this district and, as well in the office of the State Reclamation Engineer, to which reference here is made as part hereof; then:

(d) This district will proceed with the work and pursue the completion thereof, with all reasonable diligence, within the limits of the money available therefor, without cost or expense to your district; and:

(e) During the progress of the work, this district shall have control of your levee system only to the extent reasonably required to make practicable the doing of the work by this district, or its contractors, and upon completion of the work, in accordance with said plans and specifications this district will surrender every manner of control of said levees, as altered, to your district and this district shall have no other or further obligation concerning this matter:

(f) During the contemplated construction, this district, its engineers, attorneys and agents will accord to your district or any one chosen by



you to guard your interests in this matter, the fullest cooperation to effect the common object involved, in the manner required to enable both districts to properly discharge their lawful duties.

We trust this letter will afford you the basis for proceeding to authorize this district to proceed with the work as soon as may be done, after the conditions stated in paragraph (c) of this letter have been satisfied.

Respectfully,

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

By (Signed) C. A. Hickman  
As President.

CAH:AM