

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, IN FORT WORTH, TEXAS, ON THE
9TH DAY OF OCTOBER, 1936, AT 3:00 P.M.

All Directors were present and participating, as follows:

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

President Hickman acted in his capacity as President of the Board and Director Stripling acted in his capacity as Secretary, whereupon proceedings were had and done, as follows:

1.

Minutes of a meeting held on September 11, 1936, were read, approved 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 date. This shows inter-meeting checks, consecutive and inclusive serial Nos. 4992 to 5006 for the aggregate sum of \$2,199.78. It also shows proposed voucher-checks, to cover sums now due and payable by the District, consecutive and inclusive serial Nos. 5007 to 5038 for the aggregate sum of \$1,795.49. There was full examination of the proposed voucher-checks and the data to support the same; whereupon Director Cooke made a motion that the items of indebtedness covered by the stated proposed checks be approved for payment; that said checks be executed and delivered to the respective persons entitled to receive the same and that issuance of the inter-meeting voucher-checks above designated be confirmed. Further that, the District's check #5039, payable to A. L. Roper for the sum of \$7.74 to cover the cost of stone used in the construction of the Custodian's house at Eagle Mountain Dam, be issued and delivered to Mr. Roper in payment of his account. The motion was seconded by Director Stripling. Upon a vote being taken, the motion was carried, and it was so ordered.

3.

Director Bewley, in his capacity as Custodian of Pledges of the Depository Bank, presented reciprocal receipt executed by him for the District and for the bank by its president. This receipt showed the withdrawal of securities of par value \$151,000.00. Director Bewley stated that in his opinion the withdrawal of securities as shown by the receipt should be approved and confirmed and that the deposit of the District after the withdrawal of said securities remains to be adequately secured. There was full examination of this matter; whereupon Director Hogsett made a motion, seconded by Director Cooke that the withdrawal of the securities shown by the reciprocal receipt of September 18, 1936, be ratified and confirmed as the act of this District and to have effect on said September 18, 1936. Further that, one of the reciprocal receipts together with the bank's letter accompanying the same be attached to the minutes of this meeting as Exhibit "B" and that one counterpart of said receipt be attached to the bond of the District as Exhibit 19 thereto, in the manner provided by the terms of the bond. Upon a vote being taken, the motion was carried, and it was so ordered.

4.

Directors Bewley and Hogsett, in their joint capacity as a committee on finances of the District, entered their letter of September 30, 1936, showing that they had detached from the fifty (50) unsold bonds of this District the interest coupons Nos. 9 and 10 for the aggregate sum of \$2,500.00. The Directors verified the fact that the one hundred (100) so detached coupons were before them and that each of the same had been mutilated in such manner that it might not ever become the basis for attempt to collect the interest payments stipulated in the coupon. Upon receipt of the coupons, Director Cooke made a motion, seconded by Director Stripling that the report of the committee be approved and made Exhibit "C" to the minutes of this meeting, that the detached and mutilated coupons be presented to the District's auditor for veri-

fication and that they thereafter be preserved in the files of the District in the usual manner. Upon a vote being taken, the motion was carried, and it was so ordered.

5.

There appeared before the committee Mr. W. M. Dunaway and Wm. E. Dahl, who presented to the Directors the fact that Mr. Dunaway desired to sell to Mr. Dahl the tract of land which is separated from the margin of Lake Eagle Mountain by a narrow tract of land, being all floodway and, comprising three or more acres and being land formerly sold to the District by Mr. Dunaway. Mr. Dahl explained that he would not desire to purchase the Dunaway Land unless he also became the owner of the floodway land, thereby to have access to the edge of the water. Further that he would not feel justified to spend the money required for a home of the character he desired to construct unless he had absolute assurance of having control of the land to the water's edge, at all stages of the lake. There was full consideration of this matter and after presenting their desires, these gentlemen retired and the Directors gave full consideration to the request. It was the sense of the Board that they should adhere to their prior resolution, to the effect that the District would not sell any additional land until such time as there might be a better understanding of the potential values and usefulness of these marginal lands, for public purposes. It was the sense of the Board that the petitioners should be so advised: It was so ordered.

6.

It was explained to the Directors that the contractors on Section "B" of the District's levee project were using a contrivance designed for transportation of earth from borrow-pits to embankments, known as a "euclid." Further that, the men who care for and operate these specially designed trucks are known as "euclid operators." It was explained that these operators take a classification different from any classification of labor embraced in the Dis-

trict's contract, which had been the basis of procuring a grant from the P.W.A. That the approved scale of wages for euclid operators was sixty cents per hour, which was the rate of wage being paid by the District's contractors to operators of these machines; that the rate was one satisfactory to the federal authority above named; but that, for purposes of audit they would desire this District to pass a resolution amending the grant contract between the federal government and this District by providing therein a classification to be designated as "euclid operators" and to fix as the rate of the compensation to be paid to these operators by the contractors for the District the sum of sixty cents per hour. Upon consideration of this matter, Director Stripling made a motion that the District's agreement with the Federal Emergency Administration of Public Works under its Docket No. 5984 and the District's contract with Messrs. Cage Bros. and J. C. Ruby, (Pages 26 and 27) heretofore made under approval of P.W.A., be amended to provide therein a class of operator to be known as "euclid operators" and that, the compensation of such operators be fixed at the rate of sixty cents per hour; further that, a certified copy of the appropriate excerpt of these minutes be furnished both to the District's contractor and to the appropriate officers of P.W.A. The motion was seconded by Director Bewley. 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 fact that on or about August 13, 1936, the President and Secretary of the District had executed in the name of the District an easement contract to provide right-of-way for the placement of supports for power lines across the District's land at the Eagle Mountain Reservoir, but that, this act had not formally been confirmed by the Directors of the District. The easement as executed was presented to the Directors who carefully considered its provisions; whereupon Director Hogsett made a motion that the easement as executed be ratified and approved as the act

of the District, effective as of August 13, 1936. Further that, a copy of this easement be made and attached to the minutes of this meeting as Exhibit "D;" whereupon the original easement is to be delivered to the Texas Electric Service Company. The motion was seconded by Director Bewley. Upon a vote being taken, the motion was carried and it was so ordered.

8.

There was presented to the Directors the reports of the District's general auditor, as follows:

July 13, covering the month of June 1936 and the year to date
August 14, covering the month of July 1936 and the year to date
September 17, covering the month of August 1936 and the year to date

Each of the Directors had received a copy of each of these reports at a prior time and were well advised as to the contents therein, and it was the sense of the Directors that the reports did not require any action at this time and that the same should be filed in the usual manner: It was so ordered.

9.

Note was made of the fact that this District had proceeded to work on Section "B" of the levee without any specific contract therefor with the Fort Worth Improvement District Number One. There also was presented a proposed contract between this District and the Levee District with the suggestion that the appropriate officers of this District be authorized to enter into contract with the Levee District substantially as proposed by the presented draft of contract. Upon consideration of this matter, Director Hogsett made a motion, seconded by Director Bewley that the attorneys and appropriate officers of this District be requested to enter into actual contract with Fort Worth Improvement District Number One concerning the doing of the work now in progress on Section "B" of the levee system, under such terms of contract as might be in substantial compliance with the presented proposal for contract but in any event to carry such condition as might be deemed to be for the best interest of this District. Upon a vote being taken, the motion was carried, and it was so ordered.

Director Hickman presented a full statement of negotiations had between the Park Board and this District with reference to the drainage near the new levee in Trinity Park; whereupon Director Hogsett made a motion, seconded by Director Cooke that the President and engineers for the District proceed to reach an accord with the Park Board in such manner as might be deemed reasonable and proper. Counsel for the District presented the fact that the difficulty being encountered in procuring rights-of-way on Section "B" of the levee in the area near the Paddock Viaduct. It was the sense of the Directors that the matter of making settlements with the "squatters," some of whom may have title to certain lots by long possession thereof, be left to the discretion of President Hickman: It was so ordered.

Counsel for the District presented to the Directors for approval proposed contracts for the purchases of right-of-way, as follows:

(1.) Ruth S. Gogins, approximately 9 acres of land bordering the Trinity River and being part of the Mullikin Survey \$2,000.00

(2.) Lydia Brookshire, approximately 2.62 acres of land, a part of the M. Baugh Survey, bordering the Trinity River for the sum of 750.00

(3.) To purchase from J. F. Marberry 4.4 acres of land bordering the river and to carry certain conditions shown by the written memorandum on file in the District's record of its transaction with J. F. Marberry, to which reference here is made as part hereof. 269.00

Director Hogsett made a motion, seconded by Director Cooke that the proposed contracts for purchases of right-of-way be approved. Upon a vote being taken, the motion was carried, and it was so ordered.

There came on for discussion the fact that the law suit filed by W. Wiley and a brother, Robert Wiley, against this District, alleging that the District wrongfully caused water to pass over the grave of their deceased sister

was set for trial in the 48th District Court on October 21, 1936. Concerning this matter, the following things were done:

(a) It was explained that it was practical at this time to make a lowering of the water in Eagle Mountain Reservoir which would permit the recovery of the remains of the Wiley child, if any, or to take into possession such earth as might be deemed by W. W. Wiley and his brother to be associated with the memory of their sister; all to be done at the cost of this District; whereupon Director Hogsett made a motion, seconded by Director Cooke that the attorneys for the District be authorized to make such a tender to the plaintiffs and to actually proceed with the proposal in case the plaintiffs give their assent. Upon a vote being taken, the motion was carried, and it was so ordered.

(b) Director Stripling made a motion, seconded by Director Cooke that Mr. W. W. Wiley be promptly advised that the District would not desire to have him occupy land owned by the District after December 31, 1936. The motion was carried, and it was so ordered.

13.

Director Hickman presented to the Directors the desire of W. U. Blocker of Chico, Texas, to pay to the District upon receipt of approval thereof the sum of \$100.00 to constitute consideration for a lease on certain land of the District for a term to expire on December 31, 1937, and to cover certain lands of the District which will be generally described, as follows:

Situated in Wise County, Texas, in a "horse shoe bend" of the West Fork of the Trinity River and bounded on the north by the south boundaries of the Haney and Blocker Lands, and embracing parts of the land purchased by this District from persons, as follows: J. T. Counts, J. J. Boyd, Seely & Smith and First National Bank of

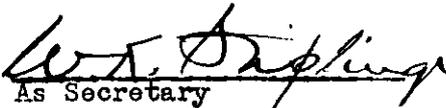
3/7
Fort Worth (known as the "A. J. Myers Land." It is understood that this lease covers land extending to the water's edge on the east, south and on the west of this body of land.

14.

No further business was presented, and the meeting was adjourned.


As President

ATTESTED:


As Secretary

VOUCHER-CHECKS #5007 TO #5038, INCLUSIVE

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>AMOUNT</u>
5007	C. A. Hickman	Director's Fees	\$ 10.00
5008	E. E. Bewley	Director's Fees	10.00
5009	W. K. Stripling	Director's Fees	10.00
5010	Joe B. Hogsett	Director's Fees	10.00
5011	W. S. Cooke	Director's Fees	10.00
5012	Sidney L. Samuels	Legal Services	333.33
5013	Ireland Hampton	Legal Services	500.00
5014	E. B. Cheatham	Salary (Engineering & Supervision	200.00
5015	Hawley, Freese & Nichols	(Month of September E.M. \$100.00 (Month of September B.P. 100.00	200.00
5016	R. D. McDaniel	Labor, B.P.	3.60
5017	H. R. McDaniel	Labor, B.P.	2.00
5018	Cecil McDaniel	Labor, B.P.	1.80
5019	F. L. Hobbs	Labor, B.P.	1.80
5020	T. L. Hobbs	Truck Hire, 3 Hrs. B.P. (Settlement of Taxes, on Land Purchased	1.20
5021	John Bourland, Tax Assr. & Coll.	(From: Maude E. Guess, et al, Mary Perry (and Johnie Day Beaton	170.80
5022	Wm. Capps Building Co.	Office Rent, October	40.00
5023	Fan Rent Co.	Rental Electric Fan, P.W.A. Engineer's Office	3.00
5024	Fort Worth Rubber Stamp Co.	Rubber Stamps	2.40
5025	The Gaither Oil Company	(50 Gal. Gas for Motor Boat E.M. \$5.50 (50 Gal. Gas, 5 Gal. Oil (For Truck, E.M. 8.00	13.50
5026	Guaranty Abstract & Title Co.	Abstract Expense, Levee Improv. Section "B"	10.50
5027	Home Telephone & Electric Co.	Phone Service, E.M.	7.50
5028	Morrow Wrecking Co.	(Materials for Making Repairs to Barn (on District's "Lennie Kidd Tract of Land"	51.14
5029	Kaker Bros.	2 Dry Cell Batteries, B.P.	.70
5030	Roberts & Rhea	(3 Years Premium, Fire Insurance on (Dwellings & Barn on Rominger Land	55.50
5031	Mrs. Happy Shelton, County Clerk	Recording Deeds, Levee Improv. Sec. B.	2.25
5032	The Southwest Telephone Co.	Phone Service, B.P.	8.10
5033	Southwestern Bell Tele. Co.	Phone Service, Office	10.75
5034	Texas Power & Light Co.	Electric Service, B.P.	14.62
5035	H. D. Young, Postmaster	Postage Stamps	4.00
5036	Ireland Hampton	(Reimbursement - Cost Deposit in Two (Cases in Justice Court, Azle, Texas	6.00
5037	Butcher & Sweeney	(Transporting Compressor Ft. Worth to (Bridgeport Dam, and Return \$20.00 (Rental of Compressor, 74 (Hrs. @ \$1.00 74.00	94.00
5038	C. A. Hickman	Traveling Expense	7.00

T O T A L

\$ 1,795.49

DISTRIBUTION OF VOUCHER-CHECKS #5007 TO #5038, INCLUSIVE

Directors	\$	57.00
Legal		839.33
Office		257.15
Materials for making Repairs to Barn, on Lennie Kidd Tract of Land		51.14
Insurance on Dwelling & Barn on Rominger Tract of Land		55.50

EAGLE MOUNTAIN DAM:

Engineering & Supervision	\$100.00	
Phone Service	7.50	
Gas & Oil, for Truck	8.00	
Gas, for Motor Boat	5.50	121.00

BRIDGEPORT DAM:

Engineering & Supervision	\$100.00	
Phone Service	8.10	
Electric Service	14.62	
Labor	9.20	
Truck Hire	1.20	
Work Supplies	.70	133.82
Compressor Rental, Grouting, B.P.		94.00

Levee Improvement - Section "B" 186.55

T O T A L \$ 1,795.49

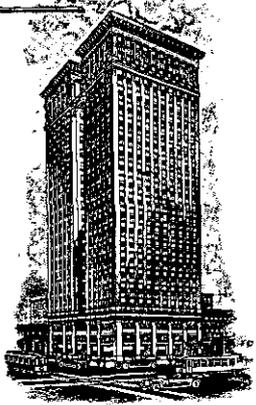
C O N D I T I O N O F F U N D S

	<u>CONSTRUCTION FUND</u>	<u>CONSTRUCTION ACCOUNT</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE: September 10, 1936	\$ 26,026.73	\$ 11,312.98	\$ 29,265.39	\$ 65,569.31
RECEIPTS: Taxes, Penalty, etc.			139.70	4,889.44
Interest on Collector's D/B			.02	.54
Interest on Bank D/B	9.46		6.45	40.48
P.W.A. Grant Requisition #2		3,599.69		
Miscellaneous			1.70	
	<u>\$ 26,036.19</u>	<u>\$ 14,912.67</u>	<u>\$ 29,413.26</u>	<u>\$ 70,499.77</u>
DISBURSED:				
9/11/36 to 10/2/36 Incl. By Vo. #4992 to #5006 Incl.		1,918.43	281.35	
	<u>\$ 26,036.19</u>	<u>\$ 12,994.24</u>	<u>\$ 29,131.91</u>	<u>\$ 70,499.77</u>
DISBURSED:				
By Vo. #5007 to #5038, Incl.	94.00	186.55	1,514.94	
BOOK BALANCE October 9, 1936	\$ 25,942.19	\$ 12,807.69	\$ 27,616.97	\$ 70,499.77

EXHIBIT "B"

OCTOBER 9, 1936 - 3:00 P.M.

H. WILKINSON, PRESIDENT
 EDWARD WINTON, VICE-PRESIDENT
 J. E. WILLIS, VICE-PRESIDENT AND TRUST OFFICER
 H. C. BURKE, JR., ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER
 H. C. WALLENBERG, ASST. VICE-PRESIDENT
 ZETA GOSSETT, ASST. VICE-PRESIDENT
 JOHN H. ERIKSEN, CASHIER
 OSCAR VOGEL, ASST. CASHIER



CONTINENTAL NATIONAL BANK
 OF FORT WORTH

FORT WORTH, TEXAS

September 18, 1936

Board of Control
 Tarrant County Water Control
 & Improvement District No. 1
 Capps Bldg.
 City

Gentlemen:

The balances to the credit of your accounts as reflected by our books at close of business September 18, 1936, are as follows:

Construction Fund	\$ 26,026.73
Construction Account.	11,947.13
Interest and Sinking Fund	65,569.31
Maintenance Fund	<u>29,337.49</u>
Total	\$132,880.66

to secure which we have pledged at this time various securities amounting to \$351,000.00.

Accordingly, we submit herewith application for withdrawal of \$151,000.00, leaving your balances amounting to \$132,880.66, secured by a total of \$200,000.00 U. S. Treasury bonds.

Yours very truly,

[Handwritten Signature]
 John H. Eriksen,
 Cashier.

JHE:s



OCTOBER 9, 1936, - 3:00 P.M.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

C. A. HICKMAN, PRES.
E. E. BEWLEY, VICE-PRES.
W. K. STRIPLING, SEC'Y
JOE B. HOGSETT
W. S. COOKE

OFFICE CAPPS BUILDING
PHONE 3-2848

SIDNEY L. SAMUELS } ATTORNEYS
IRELAND HAMPTON }

HAWLEY AND FREESE
ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

September 30, 1936.

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

Gentlemen:

We are handing you herewith 100 Interest Coupons, described as follows:

- 50 Interest Coupons #9, which matured March 15, 1936, each in denomination \$25.00 \$ 1,250.00
- 50 Interest Coupons #10, which matured September 15, 1936, each in denomination \$25.00 1,250.00

The above described interest coupons were detached by us, from the remaining 50 unsold Series "D" 5% Bonds #6291 to #6303, inclusive, #6380 to #6402, inclusive, and #6487 to #6500, inclusive, and are presented herewith for cancellation by the Board of Directors.

Respectfully,

[Handwritten signature]
[Handwritten signature]

FINANCE

COMMITTEE

October 9, 1936, 3:00 P.M.

THE STATE OF TEXAS }
 COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

That Tarrant County Water Control and Improvement District Number One, Tarrant County, Texas, for and in consideration of One and 00/100 Dollars (\$1.00) to me (us) in hand paid by The Texas Electric Service Company has granted, sold and conveyed and by these presents does grant, sell and convey unto the said Company, an easement of right-of-way for an electric transmission and distributing line, consisting of variable numbers of wire, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by said Company, over, cross and upon the following described lands located in Tarrant County, Texas, to-wit:

BEING described as Texas Electric Service Company distribution line now staked and located across the property of Tarrant County Water Control and Improvement District Number One, which property is located in parts of Tracts #4 and #5 of the J. Wilcox #44 Survey,

BEGINNING at a point, said point being 2,650 ft. south of the north line of the J. Wilcox #44 Survey and 1,020 ft. east of the west line of said Survey,

THENCE in a northeasterly direction 2,172 ft. to a stake,

THENCE in a southeasterly direction 279 ft. to a fence extending north and south and dividing the property of the Tarrant County Water Control and Improvement District Number One on the west and Wm. Smith on the east.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said line or its appurtenances; and the right of exercising all other rights hereby granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

Not more than --- towers, --- H-Frames, Five poles and Two guys, shall be erected along the course of said line unless the said Company, its successors and assigns, shall pay to me (us), my (our) heirs and legal representatives, at the rate of One and 00/100 Dollars (\$1.00) for each tower, H-Frame, pole and guy erected in excess of said number, and upon such payment the said Company, its successors, or assigns, shall have the right and the right is hereby granted, to erect towers, H-Frames, poles and guys along said course in excess of said number.

THE STATE OF TEXAS

TARRANT COUNTY

EASEMENT AND RIGHT OF WAY

FROM

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE

TO

TEXAS ELECTRIC SERVICE COMPANY

Notary Public Tarrant County, Texas. E. Rucker (Signed)

(SEAL)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August, A.D. 1930.

consideration therein expressed.

istrict Number One and as the President and Sec'y thereof, and for the purpose and the same as the set and deed of Tarrant County Water Control and Improvement Dis-

subscribed to the foregoing instrument, and acknowledged to me that they executed of the County and State aforesaid, known to me to be the persons whose names are

ling, Sec'y of Tarrant County Water Control and Improvement District Number One

County, Texas, on this day personally appeared C. A. Hickman, Pres. and W. K. Strip-

BEFORE ME, E. Rucker, a Notary Public in and for Tarrant

COUNTY OF TARRANT THE STATE OF TEXAS

(Signed)

W. K. Strippling Sec'y.

(Signed)

C. A. Hickman Pres.

Sealed and delivered in the presence of: TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

WITNESS our hand this 13th day of August, 1930.

thereof, by through or under this grantor.

against every person whomsoever lawfully claiming or to claim the same or any part

cribed easement and rights unto the said Company, its successors and assigns,

representatives, to warrant and forever defend all and singular the above des-

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under this Grantor.

WITNESS our hand this 13th day of August, 1936.

Sealed and delivered in the presence of: TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

(Signed) C. A. Hickman Pres.

(Signed) W. K. Strippling Secty.

THE STATE OF TEXAS)
COUNTY OF TARRANT) BEFORE ME, E. Rucker, a Notary Public in and for Tarrant County, Texas, on this day personally appeared C. A. Hickman, Pres. and W. K. Strippling, Sec't'y of Tarrant County Water Control and Improvement District Number One of the County and State aforesaid, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act and deed of Tarrant County Water Control and Improvement District Number One and as the President and Sec't'y thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August, A.D. 1936.

(SEAL)

(Signed) E. Rucker
Notary Public Tarrant County, Texas.

TEXAS WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
THE STATE OF TEXAS