

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  
30TH DAY OF JUNE, A.D. 1937, AT 2:30 P.M.

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

PRESENT

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

ABSENT

E. E. Bewley

At this meeting C. A. Hickman, President, presided; and Director Stripling acted in his capacity as Secretary, whereupon proceedings were had and done, as follows:

1.

Minutes of the meeting of June 8, 1937, were read, approved and ordered of record.

2.

Attached to the minutes of this meeting as Exhibit "A" is an opinion by counsel for the District dated June 28, 1937, and relating to the request of Mr. W. H. Slay that he be provided with a certain facility for the irrigation of his land which lies in a southerly and southwesterly directions from the main dam at Lake Eagle Mountain. Reference here is made to the opinion as part hereof.

Mr. Slay appeared before the Directors and orally presented his request. Mr. Freese of the Engineers gave advice that the statement of facts presented in the opinion of counsel was correct in all material respects; that it was safe and practicable to provide the tunnel described in the letter; and that the State Board of Water Engineers without question would approve this work at such time as there may be presented to them detailed plans and specifications for providing the tunnel. Mr. Freese stated that he did not consider

it difficult to design a safe facility and that in his opinion the cost for providing it would not exceed \$7,000.00. Mr. Slay made full presentation of his desires in this matter, which, in substance, resulted that he urged the Directors to make tender for providing the desired facility and quote therein the price, terms and conditions upon which the District would furnish this facility and thereafter deliver water to the land now owned by Mr. Slay. He stated that he stood ready to enter into a contract which would subject his 280 acres of land to a first lien to secure any contract which the District might require of him. The Directors present stated that they would desire to give the matter consideration until the next regular meeting of the Board, which was anticipated to be during the second week of July, when there might be a full attendance of the Directors: It was so ordered.

2.

Attached to these minutes in folio as Exhibit "B" are certified copies of the minutes of certain meetings of the Boards of Trustees of certain school districts, as follows:

1- Minutes of the meeting of the Trustees of the Azle School District, held on June 24, 1937. These minutes afford proof that the Trustees of the District unanimously accepted \$2,113.10 as full and final payment of all claims asserted by the School District against the Water District under the terms of the Act of the 45th Legislature, Regular Session, known as H.B. No. 969.

2- Minutes of the meeting of the Trustees of the Dido School District, held on June 28, 1937, showing that the Trustees unanimously accepted \$905.10 as full satisfaction of all claims made by the Dido School District on the Water District under the provisions of said H.B. No. 969. Reference here is made to said exhibit as part hereof.

Upon examination of this matter and the payments heretofore made

in accordance with said minutes, Director Hogsett made a motion, seconded by Director Cooke, that the settlements and payments authorized by (and consummated under) the exhibited minutes be ratified and approved. Upon a vote being taken, the motion was carried and it was so ordered.

3.

No further business was presented and the meeting was adjourned.

APPROVED:

C. P. H. Kusan  
As President

W. K. Dupleing  
As Secretary

EXHIBIT "A"  
JUNE 30, 1937, 2:30 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, SECY  
JOE B. HOGSETT  
W. S. COOKE

OFFICE CAPPS BUILDING

PHONE 3-2848

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

SIDNEY L. SAMUELS,  
IRELAND HAMPTON

HAWLEY AND FREESE  
ENGINEERS

June 28, 1937.

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

Re: Oral request of W. H. Slay for a certain  
facility for irrigation and the furnish-  
ing of water therefor

Gentlemen:

Pursuant to the hearing of Mr. W. H. Slay and Mr. William Short given by you on June 8, 1937, we give you advice that the law will permit you to comply with the request made by Mr. Slay (Mr. Short not appearing to be positive in seeking the facility) and will afford you several methods for financing the cost of the facility, amortizing the same and exacting compensation for service which may follow the installation of the facility. The method for going forward under this request, due to the unusual flexibility of the appropriate law, will permit you to contract with Mr. Slay for this service, substantially as would two individuals under like circumstances: For this reason, counsel regard a plan for financing as being a matter of policy. In the latter part of this letter will be a condensed synopsis of several methods for financing which might be thought more worthy of consideration than other methods, equally lawful for you.

STATEMENT OF FACTS ON WHICH THE SUBSEQUENT OPINION IS BASED

1- Mr. Slay owns approximately 280 acres of land situated in southerly and southwesterly directions from the westerly abutment of your Eagle Mountain Dam. The westerly abutment of your dam and the easterly abutment of your spillway levee section make contact with an intervening elevated backbone, ridge or hill, which in effect forms a part of your dam.

2- Approximately 180 acres (possibly more) of this tract can be placed under irrigation by gravity in case the facility hereinafter described is provided by you. Mr. Slay proposes, at his own cost to do any and all work necessary to accomplish this object, save and except that factor of the project which relates to the proposed construction of a water diversion tunnel leading from the southerly edge of the above designated hill, passing under the hill, in a northerly direction, a distance of 300 feet (more or less) and making contact, for its water inlet, with the water under control in your Eagle Mountain Reservoir at an elevation to be approximately 639 feet, which is about 10 feet under the elevation of your spillway. The facility proposed to be provided by you will end at the southerly terminus of this tunnel and the system of irrigation canals to be provided by Mr. Slay will begin there.

6/28/37

Your engineers are committed to file with this opinion their written opinion that the suggested diversion tunnel can be so provided with baffles that it will afford absolute assurance against any harmful infiltration of water around (or by) the concrete wall of the tunnel; also your engineers will furnish written evidence that the State Board of Water Engineers agrees that the desired diversion tunnel safely may be provided.

3- The probable cost of the facility to be provided by you, as estimated by your engineers, has been estimated to be \$7,000.00.

4- It is estimated that the lands owned by Mr. Slay (for this purpose omitting the lands owned by Mr. Short) probably will require for irrigation approximately 3 acre feet per year, per acre actually under irrigation for a given year. However, it is not probable that exceeding 70% of the irrigable lands will average to be under actual irrigation. If this estimate holds good, the requirement of the land would be 3 acre feet per year for 126 acres of land. In order to afford a conservative basis, your engineers may suggest an estimate for an annual requirement of 250 acre feet of water per year. If the water to be delivered at the southerly end of your tunnel be estimated to have a value of \$2.00 per acre foot, the sum produced per year would be approximately \$500.00.

5- Your engineers contemplate presenting to you a plan for amortization of the cost of the tunnel (estimated to be \$7,000.00) which can be wholly amortized in twenty-eight years, at an assumed rate of interest of 4% by the annual payment of \$420.00. The facility provided by you is of such a nature that it would remain useful long after the period required for liquidating the cost of the facility.

6- Your engineers are of the opinion that the tunnel is of such a nature that the maintenance will not prove material and that the value of the water delivered at the southerly end of the tunnel into ditches, provided and maintained by the land owner, probably would not exceed \$1.00 per acre foot. Your permit embraces water for the land here in question and the quantity of the permit is based upon the assumption that this and other land, within a reasonable time, will be irrigated to an extent requiring the total quantity of water named in your permit as being intended for irrigation. The recitations of your permit are such as to create an obligation on the part of the District to furnish water for irrigation where the same may be done under conditions not onerous for the District.

7- The plan for improvements on which your bond issue was predicated did not contain any specific provisions for this tunnel but the plan did provide for the placing of an eight inch pipe through the concrete cut-off wall in the conduit under your dam, which was thought to be capable of affording a connection for a pipe line which could be carried to the land in question and made to furnish water, as and when required, for its irrigation. Due in some part to the low level at which you have determined to hold the water in your reservoir, the pressure, by means of gravity, is inadequate to flow water adequate for the irrigation of any material part of the tract of land in question. If this irrigation is to be carried out, there must be means other than the pipe passing through the cement cut-off wall in your conduit. (The foregoing statement of facts has been based upon recitations made by your engineers, who will be asked to confirm the statement).

6/28/37

SUGGESTIONS OF THE SEVERAL ELECTIVE MANNERS IN WHICH THIS PROPOSAL  
MAY BE FINANCED

(a) The District may enter into a contract with Mr. Slay, whereby he will furnish the money to provide the facility, the District to construct the facility and deliver the water to Mr. Slay, as required by him, at a price to be fixed by the contract, until such time as the value of the delivered water might be sufficient to make recompense to Mr. Slay for the money furnished by him with interest thereon at some agreed rate. In case this was to be done, we would suggest that the District should have in the contract a provision that Mr. Slay must credit each year a minimum sum of money, even though the value of the water used by him proves to be less than the agreed minimum; or:

(b) The District to convert into cash such of its unsold bonds as might be required to produce the cost of the facility, using the money for the desired construction, in which case amortization of the cost of the facility might be had by any one of the several means, as follows:

(1) The District by complying with subdivision 77A of Article 7880 of Vernon's R.C.S., paragraph 4, could provide for an additional tax which would apply only to the land to be served by the proposed facility, it being within your District. This would involve a publication of notice and the holding of a hearing, after which the District could find the need for this separate tax and by order establish the tax. This tax would constitute a lien on the land and probably should be on a basis of the assessment of specific benefits, to be paid annually until the cost of the work, with interest accruing, would be amortized. If this plan is followed, the land would become subject to the special tax lien so created. Counsel are of the opinion that a lien so fixed would be valid as against the holder of a mortgage lien, if the holder was given opportunity to appear and be heard at the time of the hearing on the proposal. This method is entirely independent of any contract between your District and Mr. Slay.

(2) Under the provisions of Section 130 of Article 7880 of Vernon's R.C.S., and particularly subdivision (h) thereof, your District can enter into contract with Mr. Slay in a manner approximately as flexible as that which would govern two individuals desiring to jointly accomplish a purpose similar to the one here in question.

In case of procedure under this latter provision and should there be a holder of a mortgage lien on the land, we suggest that it will be necessary for the holder of the mortgage lien to confirm or join in the contract which may be made between your District and Mr. Slay. In this proceeding, Mr. Slay's land would be designated as a tract requiring improvements peculiar to that area. When so designated and the contract made, the land can be subjected to a tax and lien on the land, the tax to be of such an annual sum as might be deemed adequate to amortize the cost of the facility, the interest accruing thereon, and the maintenance thereof; or if desired, also to include the agreed value of some

6/28/37

agreed amount of water per year, to be paid for whether or not the full amount is being used; supplemented, if desired, by a provision for the sale of water in excess of the agreed minimum per year; or:

(3) In case it be thought that there may be a fair market for such a bond, the contract having been made and the District's order fixing the tax lien having become effective, the District can issue bonds for the \$7,000.00 which would be wholly dependent on collections derived from the special tax levied under the contract; or, from net revenues to be paid under the contract, secured by a lien on the land and to be pledged to secure the bonds. The full faith and credit of the District could not be pledged to secure these bonds unless the question be submitted to the qualified electors of the District and a majority say so to do. The matter of the maintenance of the facilities and the operation thereof can be wholly controlled by a contract between your District and Mr. Slay; or:

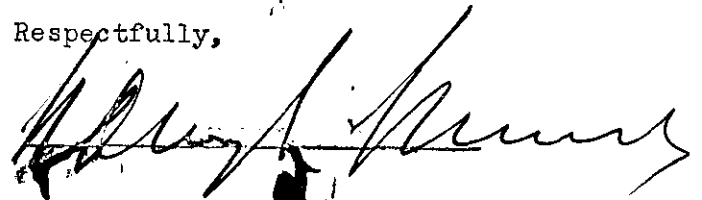
(4) Instead of resorting to your unsold bonds, in case there has been a sufficient accumulation of surplus in your maintenance fund, and in the event you should think it prudent to invest this surplus, it would be lawful for you to use money from the surplus to provide the facility and make provision for the recoupment of the District in any of the several manners hereinbefore suggested.

-CONCLUSION

When the exact plan for procedure has been agreed upon by you and Mr. Slay and a possible holder of a lien on the land in question, it will be necessary to have Mr. Slay and his lien holder to execute and present to you a written petition wherein the contract will be set forth. Upon a hearing of the petition, you can approve the proposed contract and proceed to the execution thereof. In the order of confirmation, it will be necessary to make provisions whereby the added tax and its lien will be established. In order that there may be notice as against innocent purchasers of the land, it will be required that the petitioners put in deed form the conveyance of right for the fixing of the lien and your order so doing.

When advised as to your policy in the matter, we doubtless will be able to carry out your intent in a lawful manner.

Respectfully,



Ireland Hampton

COUNSEL FOR  
TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

June 26, 1937.

Received of Tarrant County Water Control and Improvement District Number One the original of this letter and voucher-check No. 5439 for \$2,113.10; said letter and voucher-check to be delivered by me to Mr. A. D. Roach, County Superintendent of Education.

RD OF DIRECTORS  
C. A. HICKMAN, PRES.  
E. E. BEWLEY, VICE-PRES.  
W. K. STRIPLING, SECY  
JOE B. HOGSETT  
W. S. COOKE

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

OFFICE CAPPIS BUILDING  
PHONE 3-2848

SIDNEY L. SAMUELS  
IRELAND HAMPTON } ATTORNEYS  
HAWLEY AND FRESSE  
ENGINEERS

ED. B. CHEATHAM, OFFICE  
FORT WORTH, TEXAS.

June 26, 1937.

Mr. A. D. Roach,  
Supt of Education  
for Tarrant County,  
Fort Worth, Texas.

Dear Mr. Roach:

We hand you herewith this District's Voucher-Check No. 5439, payable to the order of Mrs. Johnnie House, County Treasurer of Tarrant County, Texas, for the sum of \$2,113.10.

This payment is made by Tarrant County Water Control and Improvement District Number One under authority of H.B. #969, as passed by the 45th Legislature of Texas, Regular Session, in full and complete accord and satisfaction of all claims and demands heretofore made by Azle School District #18 of Tarrant County, Texas, against Tarrant County Water Control and Improvement District Number One, by authority of said H.B. #969.

Reference heroby is made to the Minutes of a meeting of the Board of Trustees of said Azle School District held in the District's School House on the 24th day of June A.D. 1937, at 8 o'clock P.M. A certified copy of said minutes is on file in the office of Tarrant County Water Control and Improvement District Number One, and it here is referred to as part hereof.

Respectfully,

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

ERC:mr

Encl. Vo-Or #5439

By



OK  
S.H.

MINUTES OF MEETING OF THE BOARD OF TRUSTEES OF  
THE AZLE SCHOOL DISTRICT, BEING DISTRICT # 18,  
FOR TARRANT COUNTY, HELD IN THE DISTRICT'S  
SCHOOL HOUSE ON THE 14 DAY OF JUNE, A. D.  
1937, AT 8 O'CLOCK P M.

At the School House of the Azle School District  
(being District No. 18, for Tarrant County) held in  
the school room of the District on the 14 day of  
June, 1937, at 8 o'clock P M., the following  
trustees were present, to-wit:

*S. C. Tucker*  
*Fanis Ross*  
*Andy Couch*  
*S. C. McDaniel*  
*Carlet Jackson*

Mr. Trustee *S. C. Tucker*, presided in his  
capacity as President of the Board, and Mr. Trustee  
*Fanis Ross* served as Secretary of the Board;  
the Secretary having called the roll and all the Trustees  
being present, thereupon the following proceedings were  
had and done:

The President announced to the Board of Trustees  
that the meeting had been called for the purpose of considering  
the Act of the 45th Legislature of Texas, Regular Session,  
known as H. B. #969, and the proposal of a Water Control and Improvement District Number One to exercise  
the discretion conferred upon it by the terms of the above

JUNE 25, 1937.

Payment Approved, As To Legality.  
*Wm. J. ...*  
ATTORNEYS FOR THE WATER DISTRICT.  
Ireland Hampton.

mentioned Act, and pursuant thereto to pay to this District as aid or compensation for the tax resources taken away from the District, through the purchases of land made by the Tarrant County Water Control and Improvement District Number One, within the area of said School District in and during the years 1929, 1930 and 1931.

The President then presented to the Board of Trustees the written tender of the Tarrant County Water Control & Improvement District No. One to pay to the District the sum of ~~Twenty-one~~ ~~Hundred~~ ~~Fifteen~~ ~~eight~~ Dollars & ~~Twenty~~-six Cents. (\$2,113.16), the maximum amount which it could lawfully paid under the legislative act above mentioned to the School District.

The President further stated that the acceptance of the amount so tendered would represent the full and final payment of all claims and demands under the terms of the foregoing Legislative Act which the School District could make, under the circumstances above mentioned, of the Tarrant County Water Control & Improvement District No. One.

The President then presented to the Board of School Trustees the tabulations connected with the assessed valuation of lands purchased by the Tarrant County Water Control & Improvement District No. One for each of the several years hereinabove mentioned, and also presented the tax return of the School District for such years.

There was full consideration of the tender, whereupon Mr. Trustee Jackson, seconded by Mr. Trustee Ross, moved that the School District accept and receive from the said

Tarrant County Water Control & Improvement District No. One, the said sum of Twenty-One Hundred-Thirtysix Dollars & Fifty-six Cents (\$2,113.10) in full payment, accord and satisfaction of claims and demands by the said School District as against Tarrant County Water Control and Improvement District Number One, in respect to the Legislative Act hereinabove mentioned.

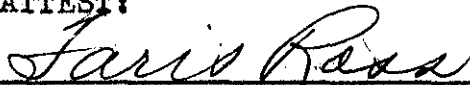
The motion having been presented to the Board by the President, and discussion having ensued thereon, upon a vote being taken, all the trustees voted to accept such tender, and payment from the Tarrant County Water Control and Improvement District No. One, and no one of said trustees voted against such proposal. Thereupon the President declared that the motion to accept such tender had been unanimously passed and adopted.

Upon the suggestion of the President it was further ordered that the Board of School Trustees reserve the right at some future session of the Texas Legislature to apply for future relief.

No further business having been presented the meeting thereupon adjourned.

  
As President.

ATTEST:

  
As Secretary.

As Secretary of the Board of Trustees of Azle School District, District No. 18, for Tarrant County, I hereby certify that the above and foregoing is a true and correct copy of the Minutes of the meeting of the Board of Trustees of said District held at the time and place and with the attendance

therein set forth. I further certify that said minutes speak the truth concerning the acts had and done by the Board at the stated time and place.

WITNESS MY HAND this 14 day of June, A. D. 1937.

Furio Ross  
As Secretary of the Board of  
Trustees of Azle School District,  
District No. 18, for Tarrant  
County, Texas.

MINUTES OF MEETING OF THE BOARD OF TRUSTEES OF THE DIDO SCHOOL DISTRICT, BEING DISTRICT #2, FOR TARRANT COUNTY, HELD IN THE DISTRICT'S SCHOOL HOUSE ON THE 28th DAY OF JUNE, A.D., 1937, AT 8:00 O'CLOCK P.M.

At the School House of the Dido School District (being District No. 2, for Tarrant County) held in the school room of the District on the 28th day of June, 1937, at 8:00 o'clock P.M., the following trustees were present, to-wit:

A. L. Ansley  
R. D. Baker  
W. E. Davis

Mr. Trustee A. L. Ansley, presided in his capacity as President of the Board, and Mr. Trustee R. D. Baker served as Secretary of the Board; the Secretary having called the roll and all the Trustees being present, thereupon the following proceedings were had and done:

The President announced to the Board of Trustees that the meeting had been called for the purpose of considering the Act of the 45th Legislature of Texas, Regular Session, known as H.B. #969, and the proposal of the Tarrant County Water Control and Improvement District Number One to exercise the discretion conferred upon it by the terms of the above mentioned Act, and pursuant thereto to pay to this District as aid or compensation for the tax resources taken away from the District, through the purchase of land made by the Tarrant County Water Control and Improvement District Number One, within the area of said School District in and during the years 1929, 1930 and 1931.

The President then presented to the Board of Trustees the written tender of the Tarrant County Water Control and Improvement District Number One to pay to the District the sum of NINE HUNDRED FIVE DOLLARS AND 10/100 (\$905.10) the maximum amount which it could lawfully pay to the school district under the

JUNE 30, 1937.  
PAYMENT APPROVED AS TO LEGALITY.  
W. E. Davis  
Attys. for the Water District

B/R  
legislative act above mentioned to the School District.

The President further stated that acceptance of the amount tendered would constitute full payment and complete satisfaction of all claims which the school district might lawfully assert (or has asserted) against the Water District, under the limitations of H.B. No. 969.

The President then presented to the Board of School Trustees the tabulations connected with the assessed valuation of lands purchased by the Tarrant County Water Control and Improvement District Number One for each of the several years hereinabove mentioned, and also presented the tax return of the School District for such years.

There was full consideration of the tender, whereupon Mr. Trustee Baker, seconded by Mr. Trustee Davis, moved that the School District accept and receive from the said Tarrant County Water Control and Improvement District Number One, the said sum of NINE HUNDRED FIVE DOLLARS AND 10/100 (\$905.10) in full payment, accord and satisfaction of claims and demands by the said School District as against Tarrant County Water Control and Improvement District Number One, in respect to the Legislative Act hereinabove mentioned.

The motion having been presented to the Board by the President, and discussion having ensued thereon, upon a vote being taken, all the trustees voted to accept such tender, and payment from the Tarrant County Water Control and Improvement District Number One, and no one of said trustees voted against such proposal. Thereupon the President declared that the motion to accept such tender had been unanimously passed and adopted.

Upon the suggestion of the President it was further ordered that the Board of School Trustees reserve the right at some future session of the Texas Legislature to apply for future relief.

OK

No further business having been presented the meeting thereupon adjourned.

ATTEST:

R. D. Baker  
As Secretary

A. L. Ansley  
As President

As Secretary of the Board of Trustees of Dido School District, District No. 2, for Tarrant County, I hereby certify that the above and foregoing is a true and correct copy of the Minutes of the meeting of the Board of Trustees of said District held at the time and place and with the attendance therein set forth. I further certify that said minutes speak the truth concerning the acts had and done by the Board at the stated time and place.

WITNESS MY HAND this 28<sup>th</sup> day of June, A.D. 1937.

R. D. Baker  
As Secretary of the Board of Trustees of  
Dido School District, District No. 2,  
for Tarrant County, Texas.

W. C. Davis