

MINUTES OF A 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 MARCH, A. D., 1954, AT 1:30 P.M.

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

PRESENT

Joe B. Hogsett
Houston Hill
Dan H. Priest
W. L. Pier

ABSENT

A. T. Seymour, Jr.

Also present were Messrs. Sidney L. Samuels, General Counsel
of the District; C. L. McNair, General Manager of the District; Ben F.
Hickey, Land Agent of the District and Marvin C. Nichols, of the firm
of Freese and Nichols, Consulting Engineers of the District.

Director Hogsett acted in his capacity as President, and
Director Priest acted in his capacity as Secretary, whereupon proceed-
ings were had and done as follows:

1.

The following voucher-checks, #5053 to #5096, inclusive,
were authorized to be issued by the Board according to the methods
heretofore employed, which voucher-checks contained the names of the
payees and the purposes for which the checks were issued.

2.

Mr. Sidney L. Samuels, Counsel for the District, was direct-
ed by the Board to prepare a communication to the City of Fort Worth
announcing the completion of the West Seventh Street Bridge and the
Northeast 12th Street Bridge, advising the City government that said

two (2) bridges had been completed and that they were completed according to plans and specifications of Program "B" and in conformity with the requirements of the contracts that had been authorized in connection therewith, and also that the two (2) bridges met with the approval of the Commissioner of Public Works of the City of Fort Worth, of Mr. Marvin C. Nichols, the Engineer of the District, by the Army Engineers as well and by the Board of Directors of this District, and that since jurisdiction over such bridges lay with the City of Fort Worth, that the City authorized by its City Council should take over the bridges and release the District from any responsibility in connection therewith. Further that when said letter was prepared the same should be executed in the name of the District and on its behalf by Mr. Joe B. Hogsett, the President of the Board and attested by the Secretary.

3.

The Board of Directors unanimously approved the minutes of the meetings of the Board held on March 16, 1954 at 1:30 P.M. and March 23, 1954 at 1:30 P.M.

4.

Mr. C. L. McNair, General Manager of the District, and Mr. Sidney L. Samuels, Counsel of the District, in accordance with the directions from the Board, prepared a contract between the Tarrant County Water Control and Improvement District Number One and the suburban City of River Oaks, a municipal corporation, for the supply of water to said municipality. It appearing to the Board that the said City of River Oaks on the 3rd day of February, 1953, by Resolution No. 187 of its City Council, had made written application to the

District for a supply of raw water for domestic use and consumption of its resident citizens; and further that the said City of River Oaks is situated partly within and partly without the territorial boundaries of Tarrant County Water Control and Improvement District Number One, and that the maximum requirements of raw water for the needs of its inhabitants, as set forth in its application hereinabove mentioned, were reported to be 3,000,000 gallons (9.2 acre feet) per day and that the District is authorized under its amended permit from the State Board of Water Engineers to supply such water to municipal areas part of whose area lies within and part outside the boundaries of the District; therefore it was deemed by the Board that the contract so sought by River Oaks should be granted. The contract concisely should contain the following among other provisions: That the District would supply such water need subject to any prior obligations of the District with respect to supplying water to other municipalities and to industrial enterprises. That the water to be supplied to River Oaks should be conducted from Eagle Mountain Lake through Lake Worth into the West Fork of the Trinity River to the point of delivery and that the District should not be responsible for the quality or condition of the water delivered to the point of diversion by the City of River Oaks and that the City of River Oaks should furnish, at its own expense, the mechanical means and connections and that the said City of River Oaks should be diligent in the conservation of the water so supplied. It is further stipulated that no charge should be assessed against the City of River Oaks for the use of water in that part of said city which lies wholly within the boundaries of the District but that in determining the maximum amount of water to be

#16

supplied to the said city there should be included the water consumed in that part of River Oaks that is situated outside the boundaries of the District and that payment by said city to the District should be made on or before the 15th day of the month following the month for which the service was rendered, and that the City of River Oaks should pay to the District four cents (4¢) per one thousand (1,000) gallons or any fraction thereof for water consumed by that part of the city lying outside the boundaries of the District and that 3% should be added as filter plant losses. The contract was to begin on the first day of April, 1954, and should endure for a period of twenty-five (25) years therefrom (subject to cancellation as hereinafter shown) with option to the City of River Oaks to renew said contract under said conditions written therein. There was also provision in said contract for a right of cancellation by giving notice to the District three (3) months prior to the date fixed for cancellation; for which privilege the City of River Oaks was to pay the District, in the event the right of cancellation was exercised, the sum of \$1500.00. A copy of said contract is attached to these minutes in folio and made a part hereof. Mr. Hogsett, the President of the Board, was authorized to execute two (2) copies of the contract and likewise the City of River Oaks was to do the same so that each party would have a signed and executed contract with the signatures of both parties affixed thereto. All members of the Board present voted in favor of said contract and the same was adopted.

5.

On motion of Director Pier, seconded by Director Priest, Mr. Ben F. Hickey, who had been exercising the duties of Land Agent of the

District, particularly with reference to the acquisition of properties necessary to Program "B", was named as Office Manager of the District in addition to other duties prescribed by the District and to take all requisition slips in addition to the performance of other duties connected with the work, to make such other and further arrangements with reference to the functions of the County Auditor in his official relation to the District under the Statute governing such matters as may be appropriate under the law.

6.

Mr. C. L. McNair, General Manager of the District, presented to the Board certain land matters concerning the renewal of leases heretofore granted by the Board which renewals should date from January 1st, 1954 and each one to run for a period of one year from such date; leases were as follows:

Lowell W. Walthall	- Lot 2, Tract 303	\$50.00
John W. Evans	- Lot 6, Tract 283	40.00
J. H. Lamberth	- Lot 7, Tract 310	50.00
W. R. Courtney	- 72.11 acres, Tract 286	75.00

7.

Mr. Ben F. Hickey reported to the Board in connection therewith presented, the contracts concerning same, purchases of the following described properties executed by the seller on the one hand and the District on the other, which transactions were authorized by Mr. Houston Hill, Vice-President and one of the Directors of the District, as follows:

Lot 8 in Block 2 of Brookside Annex and all improvements located thereon. The owner and seller of the property was W. H. Burgess and wife, Viola M. Burgess. The consideration for the seller on the one hand and purchaser on the other was \$3,950.00 to be paid by the District when the terms of sale contract had

been complied with. The papers and title in connection with the acquisition of the property by the District are to be prepared and executed and the title policy issued thereon by Fort Worth and Tarrant County Abstract Company, and when the sale was completed in accordance with the contract a proper voucher-check should issue by the District for the payment of the consideration. The said contract is dated March 29, 1954, signed by W. H. Burgess and Viola Burgess and the District by Mr. Houston Hill.

On motion made and duly seconded, this contract was approved by the Board according to the conditions therein set forth, all the Directors present voting aye thereon.

Mr. Hickey also presented and exhibited to the Board a contract in writing between Nina Ruth Morris, a widow, for the sale to the District of Lot 5 in Block 1 in Brookside Annex with all improvements thereon, at and for the consideration of \$5350.00 to be paid by the District when all the features of the final contract had been observed and carried out. This contract also to be conducted through the Fort Worth and Tarrant County Abstract Company, who is to issue a title policy to the District covering the property. On motion made and duly seconded this contract, which was relative to Program "B", was adopted and payment approved by voucher-check to be issued on the completion of the contract according to the terms thereon. All Directors present voted aye thereon.

8.

There came before the Board through the presentation of the matter by Sidney L. Samuels, Counsel of the District, once again, the subject of the properties to be reciprocally exchanged between the District on the one hand and the United States Government on the other, the progress that had been made in the negotiations between the parties extending over a long period of time. Mr. Samuels directed the atten-

tion of the members of the Board to the minutes of the meeting of the Board of Directors held on the 19th day of March, 1951, and particularly to Paragraph 9, on Page 46 thereof, wherein certain instruments were authorized to be executed by the President of the Board on behalf of the District and attested by the Secretary in which, as it then appeared, the negotiations between the two governments were about to come to a final conclusion. Accordingly certain documents were prepared by the general counsel and exhibited to the Board that on that occasion whereby the United States Government was to release to the District a certain tract of land known as Tract No. 16 in Tarrant County, Texas, near Eagle Mountain Lake embracing approximately 443 acres which had been acquired by the Federal Government for use during World War II under decree of the United States District Court at Fort Worth and known on the docket of that Court as Civil Case No. 432, which land was to be used during the period of that war and thereafter to be relinquished to the District by the Federal Government. In the same connection it had been tentatively agreed between the two governments growing out of a proposition made to the District by the United States Government that the District was to convey to the Federal Government out of said Tract No. 16 a part of such premises in consideration of which the Federal Government was to convey to the District land owned by the Federal Government in Tarrant County, Texas, contiguous to said Tract No. 16. Said documents were forwarded to the Eighth Naval District Office at New Orleans, Louisiana, to be transmitted therefrom to the authorities at Washington for proper action thereon and in conformity with Act of Congress allowing such transactions to be consummated. The execution of the papers so far as required by the consummation of the trade

was authorized to be made by the President of the Board of this District and attested by the Secretary. This was accordingly done and forwarded to New Orleans as hereinabove set forth.

- (a) Counsel, Mr. Sidney L. Samuels, then proceeded to say that the Government of the United States had altered these instruments after their execution by the District so that in conveying the contiguous lands owned by the Government of the United States to the District under such changes the conveyance would amount to a mere quit-claim which the counsel for the District advised the Board to reject; other changes were made by the authorities at Washington wherein the transaction was changed so very materially that if allowed, would have resulted in the District conveying to the Federal Government a title in fee simple to the land so to be conveyed to it and in return for which the District was to receive a mere quit-claim.
- (b) Following this preface or narrative of past events as described in the minutes of the prior meeting above mentioned, it was the suggestion and recommendation of the Counsel of the District that the proceedings had with respect to these matters on the 19th day of March, 1951, be cancelled and rescinded and that the matter be taken up once again and that pursuant to closing with the Federal Government, new papers be drawn in which the objections above mentioned should be obviated and corrected and such papers with such corrections be sent to the

Federal Government for reciprocal execution.

Thereupon it was moved and seconded that the previous action of the Board, as set forth in the minutes of March 19, 1951, be expressly rescinded and cancelled and the motion having been submitted to the Board by the President, such action was taken and the papers and documents thereunder were held for naught, all the Directors present voting aye thereon.

(c) After the foregoing action had been taken and pursuant to oral directions theretofore given by the Board to the Counsel of the District, Counsel presented to the Board new papers conforming to the Board's instructions that had been drawn and prepared to be sent to the Federal Government through its intermediate agency in New Orleans, Louisiana, in which the objections assigned to the prior instruments were removed and in lieu of quit-claim to the lands to be acquired by the District from the Federal Government the instruments to be executed by the Federal Government was made a Special Warranty Deed.

(d) To summarize the three (3) documents which were prepared by the General Counsel to be transmitted to Washington, D. C. were and are as follows:

1. Relinquishment of title would pass by the Federal Government to the District of the lands which the Federal Government acquired through the Federal Court at Fort Worth, which lands were acquired for use of the

#22

Federal Government during World War II.

2. Conveyance by the District to the Federal Government of a part of said lands so embraced in said Federal Court decree which was on the docket of said Court as Civil Case No. 432.
3. Conveyance by the Federal Government to the District of lands owned by the Federal Government situated contiguous to the Tract No. 16, which Tract No. 16 embraced in said Federal Court decree above mentioned.

General Counsel was directed to write a letter of explanation concerning the three documents. When the reading and consideration of these documents had been concluded, on motion of Director Hill, seconded by Director Priest, the President of the Board, Mr. Joe B. Hogsett, was authorized to execute the documents in which conveyance was made to the Federal Government on behalf of the District and same were to be attested by the Secretary, and such instruments to become effective when the Federal Government had duly executed the two documents in which the District was to be Grantee. It was ordered by the Board that copies of such instruments be retained in the files and archives of the District and that when the papers had been duly executed by the President and Secretary of the District that same would be promptly transmitted to the Eighth Naval District at New Orleans, Louisiana, to be forwarded by such Naval District to the Federal authorities at Washington, D. C. for prompt action thereon by the Federal Government. All Directors present voting aye thereon.

Director Pier, seconded by Director Priest, moved the adoption of the following resolution with respect to the retirement of Mr. Ed B. Cheatham from the service of the District:

BE IT RESOLVED by the Board of Directors of Tarrant County Water Control and Improvement District Number One:

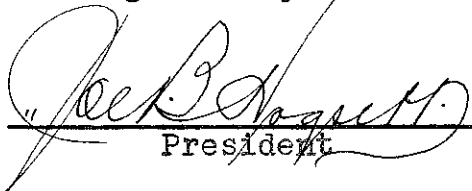
Mr. Ed B. Cheatham after a period of more than a quarter of a century of active service as Office Manager of the District, which service included the performance of many important duties various in their nature in which he displayed zeal and devotion, has voluntarily resigned and retired to private life;

NOW, THEREFORE: The District, acting through its Board of Directors, hereby testifies to its deep appreciation of his work and wishes for him in the years to come the reward which is his due at the hands of his fellow man.

BE IT FURTHER RESOLVED, that a copy of this resolution be spread on the minutes of the Board and that an official copy of same, executed by the President of the Board and attested by the Secretary, be delivered to Mr. Cheatham in testimony of the regard in which he is held.

All the Directors voted aye thereon, whereupon the President declared that the motion was carried and the resolution adopted.

There being no other business to come before the Board, the meeting was adjourned.



President



Secretary

#241.