

O/K

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  
3RD DAY OF DECEMBER, 1935, AT 5:30 O'CLOCK PM

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

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

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

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

1.

Minutes were read, approved and ordered of record as follows, i. e.:

Minutes of a meeting held on this same day, at 10 o'clock A. M.,  
Minutes of a meeting held on this same day, at 4:30 o'clock P. M.,  
Minutes of a meeting held on this same day, at 5:00 o'clock P. M.

2.

Director Cooke produced a letter written by Messrs. Pitner & Adams, Auditors for the District, dated November 23, 1935, wherein they made recommendation that the District procure a record book suitable for the registration of all bonds which have been or may be sold by the District. It was estimated that the cost to procure the printing and book binding would not exceed \$100.00. There was full consideration of this matter, whereupon Director Cooke made a motion, seconded by Director Hogsett, that the District do immediately comply with said recommendation, and that expenditure of the money necessary therefor be hereby authorized, within the limits of \$100.00. Upon a vote being taken

the motion was carried and it was so ordered.

2.

President Hickman reported to the Directors that the Custodian's House at the Bridgeport dam, erected under a contract with M. S. Carr, had been fully completed in a good and workmanlike manner and that in his opinion the Directors should authorize the acceptance of the house, as being in compliance with the contract. He further reported that the consideration for the improvement had been paid as the work progressed, with the exception of \$451.43. He produced a letter signed by M. S. Carr & J. T. Morrow, who became surety for Mr. Carr, as Contractor, dated November 30, 1935. This letter shows in detail the various persons having claims against the project and the respective amounts due to them. The letter is attached to these minutes as "Exhibit A" and is here referred to as part hereof. He further reported that all transactions with Mr. Carr were satisfactory and that he was entirely competent. Upon consideration of this matter Director Strippling made a motion, seconded by Director Cooke, that the District hereby do accept the house constructed at the Bridgeport Dam as having been fully completed in compliance with the contract between the District and M. S. Carr; that the District issue its voucher checks for the aggregate sum \$451.43, payable to the respective persons and in the respective amounts which follows, i. e.:

<u>Number</u>	<u>Name</u>	<u>Amount</u>
4473	Geo. Roach	\$ 9.00
4474	A. J. Holt	7.50
4475	J. C. Runion	56.50
4476	A. J. Anderson Co.	20.00
4477	Cook Paint & Varnish Co.	70.00
4478	M. S. Carr	30.00
4479	Morrow Wrecking Company	258.43
T o t a l	.....	<u>\$ 451.43</u>

2X

That, said payments having been duly made, the obligation of the District to M. S. Carr and J. T. Morrow shall be fully satisfied; that the payments hereby ordered shall not have the effect to release the said M. S. Carr and J. T. Morrow from their obligation (contained in "Exhibit A") to save and hold this District harmless against all lawful claims or demands which may have been incurred as an incident of the performance of the contract by said M. S. Carr. That, this Board of Directors do express to President Hickman their appreciation of the diligent and efficient manner in which he had carried out the building of the house at Bridgeport Dam. Upon a vote being taken the motion was carried and it was so ordered.

3.

Directors Hickman and Stripling made a report that they had made a prolonged and diligent effort for the finding of a man deemed to be qualified to become Custodian of the District's Eagle Mountain Reservoir properties. That they had now determined upon B. W. Bintliff, of Fort Worth, Texas, as being a man who probably would prove satisfactory in this capacity. He further stated that Mr. Bintliff owned his own automobile and that he would include in his services the use of the automobile and the expense incident thereto. It was stated that, as the use of a rock or stone veneer was contemplated in the construction of the custodian's house at Eagle Mountain, the use of his car as a truck for the transportation of stone would prove a material factor. That the car, for this purpose, would require removal of the present body and the construction of a truck body. That the cost of so equipping the car would not exceed \$50.00, which Mr. Bintliff would desire the District to pay; whereupon Director Cooke made a motion that the District do employ Mr. B. W. Bintliff of Fort Worth, Texas,

to serve the District as Custodian of its Eagle Mountain Reservoir properties, which shall be subject to these further conditions, i. e.: Employment to begin on December 15, 1935, and to extend to January 1st, 1936, and thereafter to continue from month to month, subject to the right of the District to terminate the service on the first day of any calendar month, after having given fifteen days prior notice of such intent. The compensation for the service to be rendered shall be at the rate of One Hundred Dollars (\$100.00) per month, plus an allowance of \$7.50 per month, to cover automobile expenses, payable monthly. The District will furnish to Mr. Bintliff, rent free, a residence near to the Eagle Mountain Dam, at such time as it may be possible for the District to provide the Custodian's residence now contemplated to be built. The duties of Mr. Bintliff shall be the doing of all things within the capacities of Mr. Bintliff, and as may be requested by, or under direction of the Board of Directors of this District. Mr. Bintliff, as part of the consideration for his employment, agrees to provide his own automobile and to operate the same as his individual activity. The District hereby authorizes the expenditure of the money required to equip Mr. Bintliff's automobile with a truck body, at a cost not to exceed \$50.00, the sum so to be paid to be the actual cost thereof, not including the value of any labor incident to so equipping this automobile; and President Hickman hereby is authorized to make provision for paying the cost incident thereto without other or further order of this Board of Directors. It further is ordered that Mr. D. T. Riggs, the present Custodian at Eagle Mountain Dam, be forthwith notified that his services will not be required after December

17  
15, 1935; provided, however, that Mr. Riggs be paid compensation for his services up to January 1st, 1936.

4.

No further business was presented and the meeting was adjourned.

W. K. Dripling  
As Secretary.

APPROVED:

C. H. Krumm  
As President.

Cks Issued 12-31-1953

Signed - Meeting held Jan. 15, 1954

Ck# 4772

J. Wallace Brady, Tax Collector, Wise County,  
Decatur, Texas \$83.02

Ck# 4773

Fred Chilton, Tax Collector, Bridgeport  
Independent School Dist 46.50

Ck# 4774

Fred Stewart, Tax Collector 84.00

12/3/35-5:30

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.

November 30, 1935.

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

Gentlemen:

The writing of this letter grows out of the fact that M. S. Carr, as contractor, has constructed for your district a residence, and certain incidental facilities, for the housing of the custodian at your district's Bridgeport reservoir.

This construction was done under a contract between your district and Mr. Carr, dated July 23, 1935. Said contract was secured as to performance by a construction bond, on which J. T. Morrow appeared as surety: Reference here is made to said contract and bond as part hereof.

The contractor now has completed the work to be done by him under said contract and it is desired by him and his said surety to induce your district to accept the improvements as fully complete, and to pay for his account and credit all obligations incurred in procuring materials and labor needed for the fulfillment of the contractor's obligation, and as well to pay to the contractor any sum which remains to be paid to him.

A true and complete itemized statement of all persons to whom there may be payable any sum for labor and material used or purchased as an incident of the performance of said contract, and the sum owing to each of them, is as follows:

Table with 2 columns: Name and Amount. Includes George Roach (\$9.00), A. J. Holt (7.50), J. C. Runyon (56.50), A. J. Anderson Co. (20.00), Cook Paint & Varnish Co. (70.00), and Total (\$163.00).

We, the said contractor and the said surety, hereby request and direct that your district will pay directly to each creditor above shown the amount due to him, for the credit and benefit of the contractor.

After such payments, the sum of Thirty (\$30.00) Dollars shall be paid said M. S. Carr; and the balance remaining due under said contract (\$258.43) shall be paid to the Morrow Wrecking Company.

Both of the signers hereof, jointly and severally, agree to be and remain bound to save and hold your district harmless against any and

all lawful claims or demands which exceed those listed in this letter, and which may have been incurred as an incident of the performance of said contract, by said M. S. Carr.

Yours truly,

M. S. Carr  
M. S. Carr.

J. T. Morrow  
J. T. Morrow.

APPROVED:

A. Hickman  
As President of  
Tarrant County Water Control and  
Improvement District Number One.