

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
12TH DAY OF DECEMBER, 1935, AT 6 P. M.

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

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

At this meeting C. A. Hickman, President, presided; W. K. Stripling acted in
his capacity as Secretary.

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

1.

Minutes of meetings were read, approved and ordered of record as
follows, viz:

Minutes of a Called Meeting of November 1, 1935, 3:00 P. M.
Minutes of a Called Meeting of November 9, 1935, 3:00 P. M.
Minutes of a Called Meeting of December 3, 1935, 5:30 P. M.
Minutes of a Called Meeting of December 12, 1935, 2:00 P. M.
Minutes of a Called Meeting of December 12, 1935, 2:30 P. M.
Minutes of a Called Meeting of December 12, 1935, 5:00 P. M.

2.

Attached to these Minutes as "Exhibit A" is a statement of the Fi-
nancial Condition of the District as of this day. This exhibit shows consecu-
tive and inclusive voucher checks #4471 to #4481, issued and delivered from
November 25, 1935, to December 3, 1935, for the aggregate sum \$833.63. It also
shows proposed voucher checks bearing consecutive and inclusive serial numbers
#4482 to #4523, for the aggregate sum \$16,078.27. There was full consideration
of each of said checks and the data to support the same, whereupon Director

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Stripling made a motion, seconded by Director Hogsett, that: (1) Execution and delivery of the checks bearing serial numbers 4471 to 4481, inclusive, do be ratified and confirmed; (2) the District's proposed voucher checks numbered consecutively and inclusively, from 4482 to 4520, do be approved for payment and that said checks do be executed and delivered to the respective persons entitled to receive the same, in payment of the respective accounts now due and payable by the District. Upon a vote being taken the motion was carried and it was so ordered.

3.

Attached to these Minutes as "Exhibit B," is estimate for partial payment No. One, dated December 1, 1935, relating to progress of the work in closing the gap in the Berkshire Levee, under the existing contract between the District and Messrs. Allhands & Davis. Having advice from the Engineers that the Contractors had in good faith done and performed the work set forth in the estimate, Director Bewley made a motion that the District's voucher check No. 4521, payable to Allhands & Davis, for the sum \$8,710.60, do be issued and delivered to said payees; as a payment on account under their contract with the District. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

4.

Attached to these Minutes as "Exhibit C," is Estimate No. 1 and Final, for Work Done and extra material furnished by Butcher & Sweeney, under their contract for setting the 4 - 48" gate valves in the East Conduit at Eagle Mountain. Attached to said exhibit, in folio, will be found the data to support the same. There was full consideration of this matter and the

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Directors had advice from the Engineers that the District might at this time safely pay Butcher & Sweeney the sum \$3,170.04, particularly in view of the fact that the entire contract had been completed in a good and workmanlike manner, excepting only the removal of the stop logs at the North end of the Conduit. It was also reported that in their opinion, the retention of \$50.00 would be adequate to cover the cost of this work. Thereupon Director Stripling made a motion that the District's Voucher Check No. 4522, do be issued and delivered to them as a payment on account. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

Attached to these Minutes as "Exhibit D," is Estimate No. 40, of Hawley & Freese, relating to fees due to them under their contract, as Engineers for the District. This estimate shows that the balance of \$474.00 now is due and payable, and is accompanied by request for the payment of \$450.00 on account. There was full consideration of this matter whereupon Director Hogsett made a motion that the District's Voucher Check No. 4523, for the sum \$450.00, payable to the order of Hawley & Freese, do be executed and delivered to them as a payment on account. The motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

6.

There were presented to the Directors the reports of Pitner & Adams, as Auditors for the District, dated respectively: October 21, November 15 and December 9, all of the year 1935. Each of the Directors had received a copy of each of the reports at a prior time and was familiar with the contents thereof. It was the sense of the Directors that these reports do be received and filed

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in the usual manner and it was so ordered.

7.

Attached to these minutes as "Exhibit E," is a letter dated December 5, 1935, signed by Directors Bewley and Hogsett, wherein they made detailed report of having clipped from 126 unsold bonds of the District, the coupons numbered 7 and 8, maturing on March 15, 1935, and September 15, 1935, respectively. The coupons so clipped were presented with the letter and the proper accounting for them was verified by the Directors. At the time of said verification each of said coupons had been mutilated by punching the signatures thereon. Upon verification of the presence and mutilation of the coupons so detached prior to the sale of bonds, it was ordered that said coupons be preserved in the District's files in the usual manner.

8.

Director Hickman presented to the Directors a letter of December 7, 1935, written by Mr. H. D. McCracken, of Fort Worth, who is now the owner of the land formerly owned by E. L. Etier, situated in Tarrant County, and known on the District's map as Tract No. 312A. Said letter is of record in the District's files and reference is here made thereto in aid hereof. There was full consideration of this matter and the Directors were of the opinion that the Attorneys for the District should endeavor to come to agreement with Mr. McCracken, whereby the District would convey to Mr. McCracken a water right, in exchange for a conveyance to the District by Mr. McCracken of a flood flowage right on the land in question. It was so ordered.

9.

There was presented a letter by Marvin C. Nichols, dated December 2, 1935, wherein he makes recommendation for a flow gauging station on Big Sandy, and asks authority to make field surveys on the West Fork of the Trinity in the area which makes contact with the lands of M. Greines, and those of Mr. Hines. The flooding of these two tracts of lands has already become the basis of substantial claims against this District. Reference is here made to said letter as the same appears in the records of the District. There was consideration of this matter, whereupon it was the sense of the Directors that Mr. Nichols of the Engineers and Mr. Hampton of the Attorneys, should endeavor to procure the State Board of Water Engineers to give cooperation for measurement of the stream flow in Big Sandy Creek, and that they make report to the Directors concerning what might be the cost to this District. No action was taken upon the recommendation for the field work.

10.

President Hickman presented a letter dated December 6, 1935, written by Mr. J. F. Marberry to Mr. Geo Duke. This letter contained a request that the District allow Mr. Marberry a rebate because of the fact that he did not have full possession and control of the land leased to him for the year 1935. Upon this letter was endorsed a recommendation by Mr. Duke that in case Mr. Marberry again desired to lease the same tract of land at the price \$80.00 for the year 1936, the District should credit upon the year's lease the sum of \$20.00. It was the sense of the Directors that the recommended rebate be allowed, under the condition stated, and it was so ordered.

11.

There was presented to the Directors report of W. E. Yancy, Audi-

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tor of Tarrant County, covering the period January 1, 1934, to December 31, 1934, and showing the transactions of John Bourland, as Tax Collector for the District, within the stated period. Said report was examined and it was the sense of the Directors that demand should be made upon John Bourland for the payment of \$162.05 (as shown to be due to the District on page 29 of said report), and it was so ordered. It was further ordered that no other action be had upon said report of audit and that the same do be received and filed.

12.

Director Hickman presented to the Directors the need to repair the road leading East from the East gate at the Rominger ranch. It was explained that the Rock Island Railroad had agreed to bear one half of the cost of repair of the road and that the total cost for repair would probably not exceed \$70.00. It was also explained that the repair of the road would cost less if it were to be done before the grading machinery of Messrs. Allhands & Davis was taken away from the site of the work. It was the sense of the Directors that the District should proceed for repair of the road provided the same could be accomplished at a cost not to exceed \$35.00 for the part to be borne by the District.

13.

Director Bewley, in his capacity as Chairman of the Finance Committee, and as Custodian of the District's pledges of security, by its Depository, presented to the Directors the fact that he on December 4, 1935, had granted the request of the Depository Bank to deposit in pledge various securities having total par value of \$100,000.00. He stated that in his opinion the deposits of the District thereby would be adequately secured. He also presented

the usual Reciprocal Receipt, numbered 9, dated December 4, 1935, which Receipt had been executed by the proper officers of the bank and by Mr. Bewley for the District. He thereupon requested confirmation of his action, whereupon Director Stripling, seconded by Director Hogsett, made a motion that said action by Director Bewley do be approved as the act and deed of the District, as of December 4, 1935; further that, one copy of the reciprocal do be attached to these minutes as "Exhibit F," and that one other copy of said reciprocal receipt do be attached to the Depository bond of the bank, as "Exhibit No. 9" thereto, as is provided for in said bond. Upon a vote being taken the motion was carried and it was so ordered.

14.

Directors Hickman and Stripling presented to the Directors for consideration certain applications for the lease of lands owned by the District, as follows:

PROPOSAL OF	FOR LEASE OF LAND PURCHAS ED FROM	TRACT #	APPROX. ACRES	TOTAL CON- SIDERATION	AMOUNT ACCOMPANYING PROPOSAL		BALANCE DUE
					CASH	CHECK	
S.R. Baker	A. Gant	281	137.82)	\$ 125.00	-	\$50.00	\$ 75.00
	R.W. Jackson	287	94.00)				
E.A. Cash	R. L. Bryan	236	12.52)	\$ 15.00	\$15.00	-	-
	VanMeter Heirs	234	27.76)				
W.J. Dunaway	E. Smith	331	39.37)	\$ 35.00	5.00	-	30.00
	W.M. Dunaway	332	3.72)				
L.E. Gilley	T.M. Dunaway	313	68.94	\$ 50.00	50.00	-	-
P.E. Looney	Tom Parish	329	133.51	\$ 150.00	37.50	-	112.50
J.D. Portwood	T.A. Gantt	299-300	23.54)	\$ 75.00	-	25.00	75.00
	T.A. Gantt	302	39.80)				
Benton Reed	W.M. Dunaway	314	67.59	\$ 25.00	25.00	-	-
Earl Reed	J.C. Culver	316	13.91)	\$ 108.00	15.00	-	93.00
	J.A. Culver	320	136.21)				

Continued:

<u>PROPOSAL OF</u>	<u>FOR LEASE OF LAND PURCHAS ED FROM</u>	<u>TRACT #</u>	<u>APPROX. ACRES</u>	<u>TOTAL CON SIDERATION</u>	<u>AMOUNT ACCOMPANYING PROPOSAL</u>		<u>BALANCE DUE</u>
					<u>CASH</u>	<u>CHECK</u>	
C.P.Rightmer	Perry Miller	286	72.11	\$ 60.00	-	\$60.00	-
J.H.Spencer	Knox-Hutchison	280	101.50	125.00	-	25.00	100.00
G.E.Splawn	M.M.Ford	244	44.00)	75.00	\$25.00	-	50.00
	B.L.Morris	252	54.95)				
J.E.Williams	L.H.Hill	311	75.00	75.00	-	50.00	25.00

Upon consideration of these proposals for lease, Director Hogsett made a motion, seconded by Director Bewley, that each of the proposals for lease do be approved for execution; subject only to the following conditions, i. e.: 1--Each lease shall be subject to final approval by the Land Committee; (2) the balance of the proposed consideration for each lease shall be actually paid to the District; (3) each lease must be actually executed in the form adopted by the District. Upon a vote being taken, the motion was carried and it was so ordered.

15.

No further business was presented and the meeting was adjourned.

APPROVED:

C.H. Kusan
As President.

W.K. Drueping
As Secretary.

"E X H I B I T A"
12/12/35-3 PM

VOUCHER-CHECKS ISSUED NOVEMBER 25 TO DECEMBER 3, 1935, INCLUSIVE

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4471	(W. H. Tolbert Malinda Johnson Tom Walker)	Settlement of Claim — Raze Walker	\$ 250.00
4472	Texas Contractor	(Publication of Notice to Bidders — Levee Improvement	36.85
4473	George Roach	Plumber, Construction Custodian's Residence, BP	9.00
4474	A. J. Holt	Plumber's Helper, Construction Custodian's Residence, BP	7.50
4475	J. C. Runyon	Electrician, Construction Custodian's Residence, BP	56.50
4476	A. J. Anderson Co.	Payment for Contractor, Construction Custodian's Residence, BP	20.00
4477	Cook Paint & Varnish Co.	Payment for Contractor, Construction Custodian's Residence, BP	70.00
4478	M. S. Carr	Contractor-Carpenter, Construction Custodian's Residence, BP	30.00
4479	Morrow Wrecking Co.	Payment for Contractor, Construction Custodian's Residence, BP	258.43
4480	M. S. Carr	Labor & Materials, Water System, Septic Tank & Custodian's Residence	45.35
4481	O. G. Lowry	Refund — Adjustment 1935 Land Lease	50.00
T O T A L			\$ 833.63

Settlement Claim - Accidental Electrocution of Raze Walker	\$250.00
Levee Improvements, in city of Fort Worth	36.85
1935 Land Lease Adjustment	50.00
Custodian's Residence, BP	462.08
Water System, BP	21.55
Septic Tank, BP	13.15
T O T A L	\$ 833.63

VOUCHER-CHECKS #4482 TO #4523, INCLUSIVE, DATED DECEMBER 12, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4482	C. A. Hickman	Director's Fees	\$ 20.00
4483	E. E. Bewley	Director's Fees	20.00
4484	W. K. Stripling	Director's Fees	20.00
4485	Joe B. Hogsett	Director's Fees	20.00
4486	W. S. Cooke	Director's Fees	20.00
4487	Sidney L. Samuels	Legal Services	333.34
4486	Ireland Hampton	Legal Services	500.00
4489	E. B. Cheatham	Salary	200.00
4490	Alice McConnell	Salary	90.00
4491	D. T. Riggs	Salary as Custodian EM	60.00
4492	C. L. McNair	(Salary, Custodian, BP	\$100.00)
		(Allowance	7.50)
		(Engineering & Supervision:)
4493	Hawley, Freese & Nichols	(Month of November, EM	\$ 50.00)
		(Month of November, BP	150.00)
4494	Wm. Capps Building Co.	Office Rent, December, 1935	40.00
4495	Home Telephone & Electric Co.	Phone service EM	7.50
4496	R. D. McDaniel	Labor BP	.90
4497	C. F. Wilson	Labor BP	.80
4498	C. L. Worley	Boat Service BP	2.00
4499	Lee Riggs	Labor EM	1.80
4500	A-1 Typewriter Shop	Rental Typewriter- 1 week - Typewriter Ribbons	2.50
4501	A. J. Anderson Co.	50' Wire & Bal. on Light Fixtures BP	6.48
4502	The Babcock Co.	8 1/2 all paper	5.50
4503	Bills Printing & Letter Co.	Multigraphing Land Lease Contracts	3.00
4504	C. A. Hickman	Traveling Expense, use of Personal Car	13.80
4505	Fort Worth Star-Telegram	Publication "Notice to Bidders" Levee Improvement	85.50
4506	G. & G. Mechanical Co.	Changing Touring Car to Commercial Car EM	35.50
4507	Ireland Hampton	Traveling Expense Austin, Texas, and return 11/14/35 and 11/15/35	18.95
4508	C. L. McNair	(Reimbursement for Miscellaneous pipe fit- tings, Towel Bars and Soap Dishes, pur- chased by him BP	6.10
4509	Nash Hardware Co.	1/2 Doz. Steel Game traps EM	.75
4510	The Southwest Telephone Co.	Phone service BP	9.70
4511	Southwestern Bell Telephone Co.	Phone service Office	13.00
4512	Stafford-Lowdon Co.	Office Supplies	7.30
4513	W. C. Stripling Co.	Shades & Linoleum, Custodian's Residence BP	52.45
4514	Texas Power & Light Co.	Electric Service BP	9.90
4515	The Todd Sales Co.	Repair Protectograph	8.50
4516	Well Machinery & Supply Co.	Water Filter, Pipe & Miscel. Fittings BP	20.86
4517	H. D. Young, Postmaster	Postage Stamps	4.00
4518	Chapman & Cutler	Supplementary Services, Opinion on \$90,000.00 Series "D" Bonds	25.00
4519	John Bourland, Tax Assessor and Collector	Payment on Contract Assessing and Collecting Taxes	1250.00
4520	W. E. Yancy, County Auditor	Auditing Tax Collections Year Ending 12/31/34	525.00
4521	Allhands & Davis	Payment on Berkshire Levee Work, BP	8710.60
4522	Butcher & Sweeney	Estimate #1 and Final, Setting Gate Valves, EM	3170.04
4523	Hawley & Freese	Payment on Estimate #40	450.00
		T O T A L	\$16,078.27

DISTRIBUTION OF VOUCHERS #4482 TO #4523, INCLUSIVE

Directors		\$	113.80
Legal			852.29
Office			373.80
Assessing & Collecting Taxes			1,775.00
Preparation & Sale of Bonds			25.00
Eagle Mountain Dam: Custodian's Salary	\$60.00		
Engineering & Supervision	50.00		
Phone service	7.50		
Labor	1.80		
Miscellaneous supplies	.75		
Work on Custodian's Car	35.50		155.55
Bridgeport Dam: Custodian's Salary & Allowance	\$107.50		
Engineering & Supervision	150.00		
Phone service	9.70		
Electric Service	9.90		
Boat Hire, for making Tests in Lake	2.00		
Water System	26.51		
Custodian's Residence	61.08		366.69
Levee Improvements, in city of Fort Worth			85.50
Estimate #1 and Final, Seeting 48" Gate Valves, Eagle Mountain Dam			3,170.04
Estimate # 1--Berkshire Levee Construction, Bridgeport Dam			8,710.60
Hawley & Freese, Payment on Estimate #40, Engineering			450.00
T O T A L			\$16,078.27

CONDITION OF FUNDS:

	<u>CONSTRUCTION FUND</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE November 8, 1935	\$ 68,667.63	\$ 33,047.87	\$ 114,469.95
Receipts: Taxes, penalty, etc.		216.07	3,349.02
Interest on Bank D/B	14.55	7.17	23.17
Sale of 76 Series "D" Bonds	85,518.70		
Accrued Interest on 76 Series "D" Bonds sold			833.89
Land Rentals		1,517.50	
Sale of House, BP Dam	150.00		
Miscellaneous		13.85	
	<u>\$ 154,350.88</u>	<u>\$ 34,802.16</u>	<u>\$ 118,676.03</u>
Disbursements: Nov. 25 to Dec. 3, 1935, Inclusive:			
Vo. #4471 to #4481, Inclusive	533.63	300.00	
	<u>\$ 153,817.25</u>	<u>\$ 34,502.16</u>	<u>\$ 118,676.03</u>
Disbursements: Dec. 12, 1935:			
Vo. #4482 to #4523, Inclusive	12,528.73	1,774.54	1,775.00
BOOK BALANCE December 12, 1935	\$ 141,288.52	\$ 32,727.92	\$ 116,901.03

End

"EXHIBIT B"
12/12/35-3 PM

ESTIMATE FOR PARTIAL PAYMENT NO. 1
DECEMBER 1, 1935

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DIST. NO. 1
BERKSHIRE LEVEE - BRIDGEPORT DAM

ALLHANDS & DAVIS, DALLAS, TEXAS, - GENERAL CONTRACTORS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. Wetted and Rolled Embankment	26,225	Cu.Yd.	\$ 0.31	\$ 8,129.75 ✓
2. Core Trench Excavation	2,436	Cu.Yd.	.45	1,096.20 ✓
3. "1500 lb" Concrete	18.1	Cu.Yd.	25.00	<u>452.50</u> ✓
Total Work to Date				\$ 9,678.45 ✓
Retained Percentage (10%)				<u>967.85</u> ✓
Amount due this Estimate				\$ 8,710.60 ✓

*Estimated by
J.M.D.
12-12-35*

Approved:

HAWLEY and FREESE
Consulting Engineers

BY J. K. Alcorn
J. K. Alcorn
J. B. Hawley

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

"EXHIBIT C"

12/12/35-3 PM

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

December 1, 1935

Hon. C. A. Hickman, President,
Tarrant County Water Control and
Improvement District Number One,
Fort Worth, Texas.

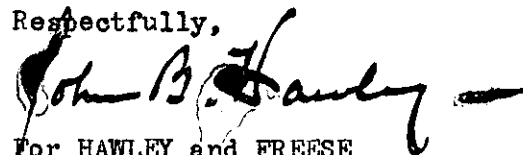
Dear Sir:

Attached hereto please find Estimate No. 1, and
Final, of work done and (extra) material and labor, by
Butcher and Sweeny under their contract for setting four (4)
48 inch gate valves in the East Conduit, Eagle Mountain,
Dated October 16, 1935.

In the bill of extras - the lead gaskets, and
various bolts, 6 inch soil-pipe (drain) etc., and services
in realigning gate shafts and gate stands, were outside the
requirements of their contract.

All the work has been done in thoroughly satis-
factory manner; I therefore recommend acceptance of same,
and payment of the bills rendered, retaining however \$50.00
to cover "rescue" of the stop-logs at portal of the conduit,
which your engineers desire to remain in place for a few
more days.

Respectfully,


For HAWLEY and FREESE
Engineers.

JBH: CW

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS

December 1, 1935

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

Estimate No. 1 and Final, of work done
and materials furnished by Butcher and Sweeney,
under the contract for setting four (4) 48 inch
gate valves in the East Conduit at Eagle Mountain
Lake, dated October 16, 1935:

1. Contract price	\$ 2,834.00 ✓
2. Extra's, as per attached statements	<u>386.04</u> ✓
TOTAL	3,220.04 ✓
Less \$50.00 retained for "rescuing" "stop-logs"	<u>50.00</u> ✓
Amount due	\$ 3,170.04 ✓

To which we certify:

HAWLEY and FREESE

By

John B. Hawley

Antoniou's Rev.
610
12-12-35

North Texas Iron & Steel Company

FABRICATED AND ERECTED STEEL

ADAMS AND EL PASO STREETS
PHONE 2-3191

Fort Worth, Texas

December 7, 1935

Hawley, Freese & Nichols,
Fort Worth, Texas

Att'n: Major John B. Hawley

Dear Sir:

Referring to the bill rendered against Butcher & Sweeney covering work done in connection with gates at Eagle Mountain Dam. Have to advise that Item No. 5059 "Steel Erection" carries a base rate of \$16.38 per hundred dollars of payroll. Our present penalty is 59%, which adds \$9.66 to this rate, together with \$2.28 for public liability, makes a total rate of \$28.32.

Our insurance is carried with the Texas Employers Insurance Association, and if there is any further question about this rate, you are privileged to call this company.

Yours very truly,

NORTH TEXAS IRON & STEEL CO.,

By 

WLW/lwh

Fort Worth, Texas, December 2nd 1935

M Tarrant County Water Control and Improvement District No. one

IN ACCOUNT WITH

BUTCHER & SWEENEY

GENERAL CONTRACTORS

806 1/2 TAYLOR STREET

TELEPHONE 2-2113

MARVIN D. EVANS COMPANY, FORT WORTH

To setting and concreteing in four valves
in tunnel at Eagle Mountain dam;

Contract	2834.00	
Extra: Service Plumbing S. Co	14.42	
"	2.31	
N. Tex. Iron & S Co	96.00 ✓	
"	275.19 ✓	387.92
		\$3221.92

g/m 15-1" x 4 3/4" machine bolts @ .1256 each 1.88
\$3220.04

attest: g/m by Butcher & Sweeney, by phone 12-10-35 to correct \$1.88

387.92 ✓
1.88

386.04

What classification

↳ Marvel Rate plus Dubit (if any)

Fort Worth, Texas,

December 2nd 193

193

5

M ~~Tarrant County Water Control and Improvement District No. one~~

IN ACCOUNT WITH

BUTCHER & SWEENEY

GENERAL CONTRACTORS

806 1/2 TAYLOR STREET

TELEPHONE 2-2113

MARVIN D. EVANS COMPANY, FORT WORTH

To setting and concreteing in four valves
in tunnel at Eagle Mountain dam;

Contract	2834.00	
Extra: Service Plumbing S. Co	14.42	
" "	2.31	
N. Tex. Iron & S Co	96.00	
" "	<u>275.19</u>	<u>387.92</u>
		\$3221.92

STRUCTURAL
REINFORCING
ORNAMENTAL

North Texas Iron & Steel Company

FORT WORTH, TEXAS
PHONE 2-3191

MERCHANT BARS
STEEL SASH
WIRE MESH

Customer { Order No. and Date
Requisition No.
Contract No.
Shipped to
Destination
Terms:

Invoice Date 11-30-35
Invoice No. 11-186
Date Shipped
Car No and Int.
F. O. B.

This column reserved for customer

P. A. Invoice No.
Voucher No.

Butcher & Sweeney
City

CHECKED { With Order
F. O. B. Point
Price
Calculations
Transportation
Trans. Chgd. Back

DESCRIPTION	QUANTITY (SHOW UNIT)	PRICE PER UNIT	AMOUNT
Eight (8) lead gate valve gaskets for Eagle Mountain Dam			\$96.00

11-186

OCT 24 1935

NORTH TEXAS IRON & STEEL COMPANY

FORT WORTH, TEXAS

Date **October 24, 1935**

To: **Hawley, Freese & Nichols**
Capps Building,
Fort Worth, Texas

You agree to carefully check materials against shipping papers upon unloading at destination. No claims for shortages or for improper delivery will be allowed unless written notice is given in detail to the architect immediately upon receipt of the materials and extent of the shortage, defect or damage be mailed to our office within five days from unloading accompanied in the case of claim for shortage, defect or damage by a notation on the face thereof by the architect. When we deliver by truck, all claims for shortages or damaged carrier as to the items and quantity short or damaged. Material must be sent to us on date of delivery.

We propose to furnish the following described materials required for the above structure, in accordance with the conditions of the Rules of Standard Practice of the Steel Institute, subject to the provisions of the National Recovery Act, Code governing this industry, and the following terms:

Contingencies beyond our reasonable control (including lockouts for reasonable cause) shall be sufficient excuse for any delay in delivery.

Eight (8) gaskets of 8 lb. lead, each cut in quarter segments, to form a 48" inside by 60" outside diameter ring, complete with holes to fit valve arrangement, for the net sum of \$96.00

Your failure to furnish lists of material, to approve pricing drawings, or to make payments as provided herein will entitle us to stop shipments without notice to you, to retake possession of any shipments already made, and upon notice to you, to cancel the unexecuted portion of the contract and hold you for damages.

We may at any time decline to make further shipments except on receipt of satisfactory security. All material shipped from our works shall be invoiced in accordance with our current published schedules of weight, crane bundles and standard lengths, which shall govern all settlements.

We assume no responsibility for the design on those jobs where we prepare pricing drawings from designs furnished by others.

No conditions or representations altering, detracting from, or adding to the terms hereof, shall be valid unless printed or written hereon or evidenced in writing from our Home Office and accepted by you.

We will commence shipments within _____ days from date of approval of this quotation by our Home Office, or where required, from receipt of approval of pricing drawings or lists of material by our Office.

All lists of material or approvals of pricing drawings shall be furnished by you to our Office to permit us to complete shipment on or before _____.

Prompt acceptance of this quotation by you and the written approval of our Home Office shall constitute a binding contract.

NORTH TEXAS IRON & STEEL COMPANY

The above proposal is accepted:

NORTH TEXAS IRON & STEEL COMPANY

Prices are f. o. b. shipping point with freight allowed to destination.

Price to be increased or decreased to extent of increase or decrease in freight rate from f. o. b. point to destination at date of shipment as compared with rate at date of quotation.

TERMS: Net cash 10 days or 2% discount if paid within 10 days from date of each invoice; payable in funds par at _____

All accounts not paid when due shall bear interest at the rate of **six per cent (6 %) per annum.**

(OVER)

NORTH TEXAS IRON & STEEL COMPANY

FORT WORTH, TEXAS

You agree to carefully check material against shipping papers upon unloading at destination. No claims for shortages or for improper, defective or damaged material will be recognized by us unless written notice specifying in detail the nature and extent of the shortage, defect or damage be mailed to our office within five days from unloading accompanied, in the case of claim for shortage or damage, by original freight bill with a notation on the face thereof by the local agent of the carrier as to the items and quantity short or damaged. When we deliver by truck, all claims for shortages or damaged material must be sent to us on date of delivery.

Upon receipt by us of the above notice, so substantiated, we agree to replace such shortages and material not up to contract requirements. We will in no case pay or be liable for any claims resulting from use of improper, defective or damaged material, and no claims will be allowed on account of any purchases or returned material, unless authorized in writing by our Home Office.

Contingencies beyond our reasonable control (including lockouts for reasonable cause) shall be sufficient excuse for any delay in delivery.

Material shall be at your risk from delivery by us to the carrier at f.o.b. shipping point. Title to material shall remain in us until payment in full by you.

Your failure to furnish lists of material, to approve placing drawings, or to make payments as provided herein will entitle us to stop shipments without notice to you, to retake possession of any shipments already made, and upon notice to you, to cancel the unexecuted portion of the contract and to hold you for damages.

We may at any time decline to make further shipments except on receipt of satisfactory security.

All material shipped from warehouse shall be invoiced in accordance with our current published schedules of weight, areas, bundles and standard lengths, which shall govern all settlements.

We assume no responsibility for the design on those jobs where we prepare placing drawings from designs furnished by others.

No conditions or representations altering, detracting from, or adding to the terms hereof, shall be valid unless printed or written hereon or evidenced in writing from our Home Office and accepted by you.

We will commence shipments within _____ days from date of approval of this quotation by our Home Office, or, where required, from receipt of approval of placing drawings or lists of material by our Office.

All lists of material or approvals of placing drawings shall be furnished by you to our Office to permit us to complete shipment on or before _____.

Prompt acceptance of this quotation by you and the written approval of our Home Office shall constitute a binding contract.

The above proposal is accepted:

NORTH TEXAS IRON & STEEL COMPANY

By: *[Signature]*

Approved at Home Office

Date: _____

NORTH TEXAS IRON & STEEL COMPANY

Consign to: _____

By: _____

Charge to: _____

Contract No. _____

This quotation is sent to you in duplicate. If accepted, sign and return one copy, and retain the duplicate for your files.

All accounts not paid when due shall bear interest at the rate of _____ per cent () per annum.

(OVER)

SERVICE PLUMBING SUPPLY CO., INC.

"Kohler" Fixtures
 "Continental" Water
 Heaters
 "Mueller" Brass
 "Walworth" Fittings

WHOLESALE
 212 LIPSCOMB STREET PHONE 2-2217
 FORT WORTH, TEXAS
 11-8-35

Steel Pipe
 Cast Iron Soil Pipe
 "Kohler" Electric Plants
 Mueller "Streamline"
 Copper Pipe

SOLD TO **Butcher & Sweeney**
 806 1/2 Taylor St.,
 Ft. Worth, Texas

INVOICE NO. **11373**

CUST. ORD. NO.

SHIPPED TO

Eagle Mountain

VIA.

20 ft	6" Std. S. H. Soil Pipe	46.20	Net	9.24
5 ft.	6" Std. D. H. " "	48.84	Net	2.44
19#	Rope Oakum	14.40	Net	<u>2.74</u>
				✓ 14.42

D. E. Hamilton

*Extra
 of the kind of [unclear]*

SERVIC PLUMBIN SUPPLY CO., INC.

"Kohler" Fixtures
 "Continental" Water
 Heaters
 "Mueller" Brass
 "Walworth" Fittings

WHOLESALE
 212 LIPSCOMB STREET PHONE 2-2217
 FORT WORTH, TEXAS
 11-9-35

Steel Pipe
 Cast Iron Soil Pipe
 "Kohler" Electric Plants
 Mueller "Streamline"
 Copper Pipe

SOLD TO **Butcher & Sweeney**
 806 $\frac{1}{2}$ Taylor St.,
 Ft. Worth, Texas

INVOICE NO. **11406**

CUST. ORD. NO.

SHIPPED TO

VIA.

5'	6" Std. S. H. Soil Pipe	46.20	Net	2.31
D. E. Hamilton				

STRUCTURAL
REINFORCING
ORNAMENTAL

North Texas Iron & Steel Company

WARRANT BARS
5" ALL SASH
WIRE MESH

FORT WORTH, TEXAS
PHONE 2-3191

This column reserved for customer

Order No. and Date
Requisition No.
Contract No.
Shipped to
Destination
Terms:

Invoice Date 11-30-35
Invoice No. 11-186
Date Shipped
Car No. and Int.
F. O. B.

P. A. Invoice No.
Voucher No.

Butcher & Sweeney
City

With Order
F. O. B. Point
Price
Calculations
Transportation
Trans. Chgd. Back

DESCRIPTION

QUANTITY
(SHOW UNIT)

PRICE PER UNIT

AMOUNT

DESCRIPTION	QUANTITY (SHOW UNIT)	PRICE PER UNIT	AMOUNT
Eagle Mountain Dam Job			
36 - 1 1/4" x 9" threaded studs		.40	14.40
72 - 1 1/2" hex. nuts		.12 1/2	9.00
1 - 3/4 x 2" flat - 01-9"		.20	.20
1/2 hr. blacksmith labor making wedge		.75	1.25
3 - 1/2 x 4" cotter keys		.15	1.25
1 - 1/2" x 21-0" brass rod - threaded			30.00
6 - 24" I-beam stands			3.14
25 - 1 1/4 x 4 3/4" machine bolts @ \$31.30 per C less 60%			4.95
96 - 3/4 x 3" " @ 12.90			1.29
32 - 5/8 x 2 3/4" " @ 10.30			
12 - 12" x 12" x 1/8" lead gaskets			
8 - 8" x 8" x 1/8" " "	128#	11.00	14.08
100 pounds 600W Grease for gears			8.50

*128# lead gaskets
128# x 1/8" lead gaskets*

Extra labor on gear boxes, etc:

Foreman	30 hrs. @ \$1.25	\$37.50
Ironworkers	19 1/2 " " 1.00	19.50
Helpers	62 " " .50	34.10
Laborers	47 " " .45	21.15
"	5 " " .40	2.00
"	7 " " .35	2.45
"	34 1/2 " " .30	10.35
Insurance @ 28.32%		127.05
		35.98
		163.03
15% overhead		24.45
		187.48
		\$275.19

North Texas Iron & Steel Company

FABRICATED AND DIRECTED

ADAMS AND EL PASO STREETS
PHONE 2-3191

Fort Worth, Texas

December 9, 1935

Butcher & Sweeney,
805 $\frac{1}{2}$ Taylor St.,
Fort Worth, Texas

Gentlemen:

Referring to the bolts left over at the Egel Mountain Dam we have checked up this matter this morning and find that 36 of the bolts which are now there were evidently shipped for the valve assembly, but we have found that there was no way for us to use these bolts in the top and bottom of the valves and had to make studs with a nut on each end which we did as per the charge on our invoice. There are 12 - 1-1/8" bolts amongst this lot which must have been shipped in error as there was no place that we could use a bolt of that size.

On the 1" bolts we find that there are 15 which could have been used. On the item of 25 - 1 x 4 $\frac{3}{4}$ " for which we have charged you \$3.14 we ~~find that we~~ have brought back 15 of same to our plant for which we are issuing a credit memorandum of \$1.59 herewith enclosed to cover this item.

Trusting the above information is satisfactory, we remain.

Yours very truly,

NORTH TEXAS IRON & STEEL CO.,

BY: 

LFS/11

Enc.

STRUCTURAL
REINFORCING
ORNAMENTAL

North Texas Iron & Steel Company

FORT WORTH, TEXAS
PHONE 2-3191

MERCHANT BARS
STEEL SASH
WIRE MESH

Customer { Order No. and Date
Requisition No.
Contract No.
Shipped to
Destination
Terms:

Invoice Date 12-9-35
Invoice No. Credit memo
Date Shipped
Car No. and Int.
F. O. B.

This column reserved for customer

P. A. Invoice No.
Voucher No.

Butcher & Sweeney
806 $\frac{1}{2}$ Taylor St.,
City

CHECKED { With Order
F. O. B. Point
Price
Calculations
Transportation
Trans. Chgd. Back

CREDIT MEMORANDUM

DESCRIPTION	QUANTITY (SHOW UNIT)	PRICE PER UNIT	AMOUNT
EAGLE MOUNTAIN DAM 15 - 1" x 4 $\frac{3}{4}$ " machine bolts			\$1.59

*gm placed to SP
EJD
12-10-35*

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

EXHIBIT
12/12/35-3 P.M.

C"

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS

December 10, 1935

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

Gentlemen:

Attached hereto please find Estimate Number 40
for \$474.00. Please authorize payment of \$450.00 on account
to us.

Respectfully submitted,

HAWLEY and FREESE

BY *S. W. Freese*

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS
CONSULTING ENGINEERS
407-410 CAPPS BUILDING
FORT WORTH, TEXAS
December 10, 1935

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

In Account With

HAWLEY and FREESE

Estimated Cost

Eagle Mountain Dam-Contractor's Final Est.	\$2,654,276.85	
Valve Installation	3,221.92	-?
Clear Duke Land	177.60	
Cost to Complete	6,500.00	Estimated
Bridgeport Dam -Contractor's Final Est.	1,540,423.64	
Berkshire Levee	9,678.45	
Clear Laird Land	5,814.56	
Cost to Complete	21,000.00	
Lands-Eagle Mountain Fee	727,622.74	
Eagle Mountain Easement	3,864.70	
Carter-Meacham Easement	8,251.65	
Bridgeport Fee	581,872.50	
Bridgeport Easement	2,810.23	
Buckner Easement	381.50	
Levees	250,000.00	
Rock Island Railway	243,000.00	
Claims-Wise County Roads	45,000.00	
Jack County Roads	5,000.00	
Texas Pipe Line Co.	25,000.00	
Southwest Telephone Co	210.00	
R. R. Harris	500.00	
Texas Power & Light Co.	3,500.00	
Wise County Bridge	150.00	
Southwestern Bell Telephone	3,913.00	
	<u>\$6,142,169.34</u>	@ 2 1/2% \$153,554.23 ✓

Completed Work

Eagle Mountain Dam-Contractor's Final Est.	2,654,276.85	
Valve Installation	3,221.92	-?
Clear Duke Land	177.60	
Bridgeport Dam -Contractor's Final Est.	1,540,423.64	
Berkshire Levee	9,678.45	
Clear Laird Land	5,814.56	
Rock Island Railway	243,000.00	
Lands-As Above	1,324,803.32	
Claims-As Above	83,273.00	
	<u>5,864,669.34</u>	@ 2% 117,293.39 ✓
		\$270,847.62 ✓

Total Engineering to Date

Amount Paid to Date (See Minutes of Apr. 16, 1934)
for \$23.62) 270,350.00
23.62

Balance

270,373.62
474.00 ✓

OK
2000
12-11-35

"EXHIBIT E"

12/12/35-3 PM

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 CAPP'S BUILDING

PHONE 3-2848

SIDNEY L. SAMUELS } ATTORNEYS
IRELAND HAMPTON }

HAWLEY AND FREESE ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

December 5, 1935.

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

Gentlemen:

We are handing you herewith 252 Interest Coupons, described as follows:

126 Interest Coupons #7, which matured March 15, 1935,
each in denomination \$25.00\$3,150.00

126 Interest Coupons #8, which matured September 15,
1935, each in denomination
\$25.00 3,150.00

The above described interest coupons were detached by us (from Series "D" 5% bonds #6291 to #6402, inclusive, and #6487 to #6500, inclusive) and are presented herewith for cancellation by the Board of Directors.

Series "D" 5% bonds #6304 to #6379, inclusive, were sold on December 3rd, 1935, to Frazier Moss & Co., of this city; delivery of the 76 bonds having been made to Mr. Frazier Moss on December 4th, 1934, and the proceeds from the said sale was deposited in the District's Depository on the same date.

The 50 remaining unsold Series "D" 5% bonds, being bonds #6291 to #6303, inclusive, #6380 to #6402, inclusive, #6487 to #6500, inclusive, are in the District's lock box in the Fort Worth National Bank.

Respectfully,

Handwritten signatures of E. E. Bewley and Joe B. Hogsett

FINANCE COMMITTEE

"EXHIBIT F"
12/12/35-3 P.M.

EXHIBIT NO. 9

(To be attached to Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as "Exhibit No.9")

The following is a descriptive list of securities delivered by the CONTINENTAL NATIONAL BANK OF FORT WORTH pledged to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, on this the 4th day of December, 1935:

UNITED STATES OF AMERICA, 1-3/8 percent, TREASURY NOTES, Series B-1939, with Dec. 15, 1935 and S.C.A.:		
Nos.1314-1328, incl. @ \$1M each....	\$15,000	
Nos.6, 1551-1554, inc. @ \$5M ea....	25,000	\$40,000.00
UNITED STATES TREASURY BILLS, due Feb. 27, 1935:		
Nos.134926-7-8-9-30-31 @ \$10,000 each		60,000.00
Total.....	\$	<u>100,000.00</u>
(ONE HUNDRED THOUSAND & No/100 DOLLARS)		

The foregoing securities, aggregating \$100,000.00, are pledged under the Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, as District Depository of funds of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Bond dated May 14, 1935.

WITNESS OUR HANDS ON THIS THE 4th day of December, 1935.

CONTINENTAL NATIONAL BANK OF FORT WORTH

ATTEST:

[Signature]
Assistant Vice President

By [Signature]
Vice President

THE ABOVE DESCRIBED BONDS RECEIVED BY
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By [Signature]
Custodian of Pledges