

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
MARCH 16, 1936, AT 3:00 P. M.

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

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

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.

President Hickman stated that the meeting had been called as a
joint meeting with Messrs. E. H. Mc Kinley, John Lamb, and Melvin Faulk, Jr.,
in their capacity as Supervisors of Fort Worth Improvement District Number
One, to seek a plan for co-ordinating the expenditures of money available
to the Levee District with the expenditures of money which may be available
to the Water District, particularly with reference to the desire to ac-
complish as much betterment of that part of the Levee System which lies to
as is practicable
the east of the Paddock Viaduct.

Mr. S. W. Freese, of the District's Engineers, produced the
detailed plans and specifications relating to Section B. of the District's
project, which involves that portion of the Levee System situated between
the Paddock Viaduct and the Samuels Viaduct, both crossing the west fork
of the Trinity River.

There was full discussion of the plans both for Section B. and

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Section C. of the Levee System (Section C. being that Section situated down stream from the Samuels Avenue Viaduct), and it was the sense of the Supervisors of the Levee District and the Directors of this district that the Levee District should proceed for the prompt utilization of such W. P. A. funds as are available to it, for the improvement of Section C. of the Levee System, leaving this district to endeavor to find the means for bringing Section B. of the Levee System up to the adopted plan for improvements, and later to endeavor to supplement the work to be done upon Section C. of the Levee System, in order to produce a condition in substantial accord with the plan for improvements adopted by this district on July 29, 1927; whereupon:

2.

Director Hogsett made a motion, seconded by Director Stripling that Mr. Hampton of the District Legal Department be requested to promptly investigate right of way costs and possible damage claims which would become incident to the work in Section B. and that the engineers be requested to give such aid in this matter as might be required of them. Further that, the engineers endeavor to find a plan for cooperation with the Levee District to complete the Levee project in substantial accord with the plan for improvements adopted by this district, and upon which the bond issue of this district was based.

Upon a vote being taken all Directors voted for the motion; the motion was carried and it was so ordered.

3.

There was presented to the Directors the fact that Mr. Faires, Deputy County Auditor, was requesting by telephone that he together with

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school trustees for the school districts at Newark, Wayside, Azle, Liberty, and Briar, desired to come immediately before the Board of Directors to urge that this district admit its liability to pay taxes on lands owned by it in the several named districts, to such extent as might be a ratable part of the money required to sustain the bonds of these several districts. It was the sense of the directors that prior matters would make it not possible to consider the new matter this day but that these persons should be given an opportunity to appear before the board at its next meeting. Mr. Faires, was so advised, with the further information that he would be notified at the time of the next meeting, now anticipated to be during the latter week of this month.

4.

There was presented to the Directors a letter by Houtchens & Houtchens, attorneys of Fort Worth, dated March 14, 1936, wherein they asserted claim against the district in behalf of W. W. Wiley, which claim is said to be based upon the fact that the district caused water to be permanently over the burial place of a deceased sister of Mr. Wiley. It was ordered that the matter be referred to Messrs. Hampton and Samuels, attorneys for the district, for such action as they might determine to be lawful and for the best interests for the district.

5.

There was presented to the Directors the District's proposed Voucher- Check # 4642 payable to Mrs. Bonnie Walker to cover the purchase price of 2.7 acres of land, to be used as a Borrow ground in procuring approximately 15,000 cubic yards of earth to be used in remodeling the Levee lying along the west boundry land of Mrs. Walker's land, and being situated

north of West 7th. Street in the city of Fort Worth. It was stated that Mr. Bert Walker was holding the deed to the land subject only to the payment of \$ 405.00. Upon consideration of this matter Director Hogsett made a motion seconded by Director Bewley that this District's Voucher-^cCheck # 4642, payable to Mrs. Bonnie Walker for the sum \$ 405.00 be executed and delivered to Mr. Bert Walker, subject only to the delivery of a lawful deed from Mrs. Walker to this district. On a vote being taken the motion was carried and it was so ordered.

LAND MATTERS:

1. There was presented to the Directors for consideration the proposal of O. L. Kimbrough to lease from the district the district's tract # 324 purchased from E. A. Corbett approximately 22.16 acres; tract #325 purchased from Anna Kimbrough, approximately 13.91 acres, and approximately 18 acres of land, being that portion of the land purchased from the Stock Yard National Bank (the District Tract # 342A) which lies between the public road and the west boundary line of said tract of land. This application was accompanied by the applicant's check for the sum of \$ 40.00 tendered in full payment for the rental on said premises, to expire at mid-night of December 31, 1936. Upon consideration in this matter, Director Hogsett, seconded by Director Stripling, made a motion that said proposal for lease to be approved subject only to the payment of the check tendered and execution of a written lease in the form required by this district. Upon a vote being taken the motion was carried and it was so ordered.

2. Director Hogsett called the attention of the Directors to the proposed lease of J. W. Roberson, authorized at the meeting of January 7,

1936, whereby Mr. Roberson would have controlled 16.72 acres of land out of the W. J. Porter tract (Tract # 346) which would have included the useable land both on the north and the south of Ash Creek, for consideration of \$ 16.60. It was stated that Mr. Roberson would now desire to close a lease on that part of the W. J. Porter tract which is situated north of the channel of Ash Creek, containing approximately 11.72 acres of land, for a consideration of \$ 11.60; thereby leaving unleased that part of the Porter tract (five (5) acres more or less) which is situated south of the channel of Ash Creek. There was recommendation that this be done whereupon Director Bewley made a motion that the prior authorization for lease be cancelled and held for naught and that a lease in accordance with the proposed change do be authorized, to expire December 31, 1936, further that Mr. Roberson be recognized to have the right to remove from said land any fence which he might ~~be~~^{provide} at his own cost, as authorized for the prior proposal; subject only to the payment of the consideration for the lease and the execution of a lease in the form required by the district. The motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

3. There was presented the oral proposal of Mr. A. G. Alexander to lease from the district approximately 31.5 acres of land, which lies south of the channel of Ash Creek, and being the southerly useable portions of the district's tracts # 346 - 347, purchased from W. J. Porter and Van Zandt Jarvis, respectively, the consideration for the lease to be \$ 31.50 and expiration to be on December 31, 1936.

This proposal also carried a special condition that if Mr.

Alexander should provide any fencing on or around the land and his lease on this land be not extended by new agreement beyond December 31, 1936, the district will reimburse Mr. Alexander for the actual cost of the fence; but in case of extension of the lease beyond December 31, 1936, the fence so provided will become the property of the district, without such reimbursement. Upon consideration of this matter Director Stripling made a motion, seconded by Director Hogsett, that the lease as proposed do be consummated subject only to the payment of the consideration of the lease and the execution of a lease in the form required by the district. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was adjourned.

W. A. Stripling
As Secretary

APPROVED:

C. P. Hickman
As President.