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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 NOVEMBER, 1936, AT 2:00 P.M.

All Directors were present and participating, as follows:

C. A. Hickman

Joe B. Hogsett

E. E. Bewley

W. S. Cooke

W. K. Stripling

President Hickman acted in his capacity as President of the Board and Director Stripling acted in his capacity as Secretary, whereupon proceedings were had and done, as follows:

2.

There was presented to the Directors check of E. P. Ferguson for the sum of \$225.00 which had been tendered to the District to pay one-half  $(\frac{1}{2})$  of the \$450.00 consideration agreed to be paid by Mr. Ferguson to Magnolia Airco Gas Products Company for the privilege of removing from the land purchased from that company by the District all salvagable materials. It was explained that Mr. Freese of the engineers had agreed with the engineer for the company that the division of the money, one-half to the District, would prove to be a fair allocation of the respective amounts measured by the probable value of the materials which belonged to the District and the materials which were reserved by the company. Upon consideration of this matter, Director Cooke made a motion, seconded by Director Hogsett, that the District accept the adjustments, subject only to actual payment of the tendered check. Upon a vote being taken, the motion was carried, and it was so ordered.

3•

The oral proposal of Mr. Cantey presented at the meeting of the Board of Directors held on October 20, 1936, was brought up for consideration, and it was the sense of the Directors that the substance of the proposal should be reduced to writing, the expression thereof to be subject to approval by the

President and the attorneys of the District: It was so ordered.

4.

There was presented to the Directors the account of E. P. Ferguson for the total sum of \$143.00 to cover the agreed compensation for the moving and setting up of three houses, as follows:

- (a) Moving house from the land purchased from Brewster and Guess to Lot No. 11 of Block G of the Industrial Addition, upon which the District was to pay \$6.00 to the Union Land Company to cover rent for one year; the house to become the property of Nichols K. Babacos. \$75.00
- (b) Moving the residence of Mrs. Ruby Mae Harmon from Lot No. 12 to Lot No. 9 of the Central Addition; the house to remain the property of the District. \$50.00
- (c) Moving the garage purchased from Mrs. Ruby Mae Harmon from Lot No. 12 to a location on Lot No. 8 of Central Addition, where the same is to be remodelled as a house to be traded to Mr. J. P. Smith as consideration for his surrender and quit-claim of Lots Nos. 31-37 Inc. of Central Addition. \$18.00

Director Cooke made a motion, seconded by Director Hogsett, that the account as stated be allowed and that the \$6.00 rental for Lot No. 11 of the Industrial Addition be authorized for payment. Upon a vote being taken, the motion was carried, and it was so ordered.

5.

Thereupon the tentative draft of the proposed code of ordinances for the District was made the special order of business. Each of the Directors at a prior time had been furnished a copy of the ordinances and was familiar with the contents thereof. There was a protracted discussion of the ordinances and certain suggestions for changes were made. It was the sense of the Directors that the suggestions be carried out and that the code so changed

be presented to the Directors for consideration at its regular meeting in the month of November 1936: It was so ordered.

6.

There was discussion for the need of a boat for the use of the Custodian at each lake; whereupon Director Cooke made a motion, seconded by Director Hogsett, that the President of the Board be authorized to purchase for the District a boat for the use of the Custodian at Lake Eagle Mountain and another suitable boat for use by the Custodian at Lake Bridgeport. Upon a vote being taken, the motion was carried, and it was so ordered.

7.

President Hickman presented to the Directors the fact that he had a proposal to sell rock taken from the surface on the Rominger Ranch at fifty cents per truck load of about 4,000 Lbs. weight. It was the sense of the Directors that the President should be authorized to contract for the sale of this rock, subject only to the consent of the lessee for ingress and egress upon the land from which rock is to be taken: It was so ordered.

8.

President Hickman called to the attention of the Directors a new proposal of the Y.M.C.A. for obtaining the use of approximately nine acres of land from the tract purchased from Mr. Dent located in the floodway at Lake Eagle Mountain, between elevation 649 and elevation 668, for a rental to be \$250.00 per year to be paid in advance, with the understanding that the lease could not be assigned, and that the Y.M.C.A. should have the option to renew the lease in December of each year for the years 1938, 1939, 1940 and 1941, respectively; further conditioned that, the District could refuse to renew the lease for any year in case it was discovered that the location of the improvements in the particular area might operate to impair the efficiency of the flood control facilities. The lease was proposed to be further conditioned that the lessee would assume any and all risk incident to inundation of the land and the im-

provements placed thereon. It was the sense of the Directors that the request was one for cooperation in a civic undertaking, of a public nature and one designed to promote morality in the young men of this community; and that, for the stated reason, the request should be deemed to constitute a worthy exception to the District's general rule for the making of leases for one year, only; further that, the President of the District should be authorized to proceed with the proposal under the stated conditions and such other terms and conditions as might satisfy him and the attorneys for the District: It was so ordered.

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It was called to the attention of the Directors by the attorneys and engineers that it soon would be necessary to go upon the property of the Fort Worth Baseball Company for the purpose of relocating and enlarging the levee; that no express agreement had been reached for the granting of an easement; that any great delay would result in holding up the contractor in such manner as would subject the District to claim. For the stated reason, it was the sense of the Directors that the President of the District, with the advice and cooperation of the engineers and attorneys for the District, should endeavor to quickly procure an informal contract which would relieve the District from charge of trespassing when it might enter upon the land of that company: It was so ordered.

10.

No further business was presented, and the meeting was so adjounred.

As Socretary

ATTESTED:

As President