

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 29TH DAY OF SEPTEMBER, 1953, AT 1:30 P.M.

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

PRESENT.

Joe B. Hogsett  
Houston Hill  
Dan H. Priest  
W. L. Pier  
A. T. Seymour, Jr.

Also present were Messrs. Sidney L. Samuels, General Counsel,  
C. L. McNair, General Manager 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.

In accordance with notice theretofore published concerning  
the demolition of the old East 4th Street Bridge across the Trinity  
River (which bridge had been supplanted by another bridge across the  
Trinity River at a different location), there were presented to the  
Board six different and distinct bids for such demolition. The six  
bids, which were opened in the presence and in the hearing of the  
entire Board, with the amount required by each bidder for the perfor-  
mance of such work were as follows, to-wit:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>	<u>CONTRACT TIME PROPOSED</u>
Sira & Payne	\$ 27,600.00	60 C. D.
Spencer Construction Co.	32,000.00	60 W. D.
Ottinger Constr. Co.	37,990.00	75 C. D.
Earnest Loyd	38,900.00	70 C. D.
Austin Bridge Company	59,600.00	100 W. D.
Glade Construction Company	59,990.00	90 C. D.

After such bids had been tabulated and the amount of each bid considered and the qualification of the bidder to perform the work in accordance with the requirements of the engineers of the District, it appeared that the low bidder was and is the firm of Sira and Payne, 641 Maple Avenue, Dallas, Texas, which bid was in the total amount of \$27,600.00. The engineers of the District, Freese and Nichols, acting through Mr. Marvin C. Nichols, having addressed a written communication to the Board of Directors of the District, dated September 29, 1953, that it was the recommendation of such engineers that the contract for demolishing, removing and disposing of the old East 4th Street Bridge be awarded to said firm of Sira and Payne on their bid of \$27,600.00, it was therefore moved by Director Seymour, seconded by Director Hill, that the contract for the demolition of said bridge be awarded to said firm of Sira and Payne, on their bid of \$27,600.00, and it was ordered further that an appropriate contract, together with bond for the faithful performance of such work should be prepared and then executed by the contractors aforesaid, in the sum of money required by the Statutes of the State of Texas governing this District, in a safe and solvent surety company authorized to do business in the State of Texas. Further, that when said contract and bond shall have been executed in accordance with the requirements herein, the President Mr. Joe B. Hogsett, and the Secretary, Mr. Dan H. Priest, be authorized to execute the said contract on behalf of the District. The motion having been submitted all the Directors voted "aye" thereon.

2.

The Directors had previously received copies of the following minutes of meetings held: August 23, 1953, at 1:30 P.M. and September 1, 1953, at 1:30 P.M. Having found no objections thereto, it was ordered that they be approved, signed and placed on record.

3.

The monthly report of the Auditors, Pitner and Adams, for the month of August, 1953, was ordered received and filed.

4.

There was presented to the Board a written communication on the letterhead of the City of Fort Worth, Texas, dated September 29, 1953, executed by E.S. Birdsong, City Secretary of the City of Fort Worth, wherein it was stated that the City Council of the City of Fort Worth, in session September 23, 1953, accepted the new East 4th Street Bridge constructed by the District across the Trinity River. It was resolved by the Board that in addition to this letter there should be furnished to the Board a copy of the official minutes of the City of Fort Worth in which it was ordered that said bridge be accepted by the City of Fort Worth, and a letter to that effect should be addressed to the City Secretary requesting an official copy of such minutes. All the Directors voted "aye" thereon.

5.

In accordance with prior discussion concerning the subject matter of Brookside--Crestwood Section, and in conformity with instructions from the Board, Mr. Marvin C. Nichols presented and read to the Board copy of a letter dated September 30, 1953, (which letter should have borne the date of September 29, 1953) addressed to Colonel H. R. Hallock, District Engineer, Corps of Engineers, Fort Worth, Texas, in-

forming Col. Hallock that in response to conference held in Col. Hallock's office on September 25, 1953, regarding items of local cooperation in connection with Crestwood--Brookside Section of the Fort Worth Floodway Project, that the Board of Directors of the District authorize Mr. Nichols to advise Col. Hallock in substance as follows:

1. With regard to the relocation of the levee across Greenwood Cemetery Association property (referred to as Item a at the conference) the District will pay to the government \$7500.00 as a contribution to cover the additional cost of the work involved, provided the City of Fort Worth and the City Park Board agree to the channel location across Park Board property.
2. With regard to the relocation of the Crestwood levee from Bailey Avenue to Westwood Avenue (referred to as item b at the conference) the proposal contained in your letter of September 28, 1953, is acceptable to the District.

Then followed a quotation from Col. Hallock's proposal in his letter of September 28, 1953, that the Federal Government should bear 50% of the cost of the work based on unit bid prices up to a total cost of \$53,000.00 or a maximum of \$26,500.00; and that in the event the total cost of this work exceeds \$53,000.00 the additional cost will be borne by local interests; and that in regard to additional ramps requested by us over the Brookside levee at Ovid and Deering, the District will guarantee to the government a contribution by local interests sufficient to pay the cost of these two ramps based upon unit bid prices; and that the cost of these ramps was understood to be roughly estimated by Col. Hallock at \$16,000.00 for the two ramps; and that with respect to the two box culverts required under the park drives, Rockwood at a point near River mile 562 and Brookside in the vicinity of Poinsetta, the District will make a cash of

contribution to the government sufficient to pay the cost of these two structures based upon unit bid prices. In the alternative, at his, Colonel Hallock's, option the District will build these two structures by their own contractors, and that the estimate of the cost of these two structures is \$8,000.00.

In this letter to Col. Hallock, it was stated by Mr. Nichols, that it was the understanding at the conference held September 25, 1953, that members of his staff would confer with representatives of the Park Board during the week of September 29, in respect to the channel location across Park Board property referred to in a preceding part of the letter. Mr. Nichols made further reference to No. 2 above mentioned, that there was delivered to Mr. Smith at the September 25, 1953 conference a copy of letter dated September 11, 1953, from Mr. Obert of the Park Department to Mr. Thelin, Director of Public Works, in which Mr. Obert set forth his recommendations concerning the levee proposed to be built north and west of Rockwood Drive, and that it was his understanding that members of Col. Hallock's Staff would consult with representatives of the Park Board.

Mr. Nichols further stated in the letter that at the conference it was also agreed that in formulation of the final plan of improvement Col. Hallock's Staff would consult with Mr. Stephens, Director of Fort Worth Water Department, to the end that if at all possible no further alterations would be required in the 72" raw water conduit now being constructed in the area by the City.

The letter concluded that the District was desirous of cooperating with Col. Hallock to the fullest extent in order that this section of the floodway will be placed under contract by Col. Hallock

at the earliest possible date.

It was ordered by the Board that the letter be received and filed in the archives of the District.

6.

President Hogsett presented to the Board, Safekeeping Department Trust Receipt SK No. B 51416, dated September 25, 1953, issued by the Fort Worth National Bank of Fort Worth to this District, for \$3,500,000.00, 2-5/8% United States Certificates of Indebtedness, Series E-1954, dated September 15, 1953, maturity September 15, 1954, with September 15, 1954 coupon attached, said Treasury Bills are owned by the Construction Fund.

President Hogsett explained that the above described securities were received in exchange for \$3,500,000.00 par value United States Treasury Bonds of 1951-53, dated September 15, 1943, maturity September 15, 1951/53. The exchange of said securities was approved by the Board and ratified and validated in all respects at a regular meeting held on September 15, 1953, at 1:30 P.M.

All the Directors present voted to receive the said Trust Receipt SK No. B 51416 and ordered that it be deposited for safekeeping in lock box 984 at the Continental National Bank of Fort Worth, Texas, the Depository of the District. It was so ordered.

7.

Mr. Ben F. Hickey, Land Agent for the District, submitted to the Board of Directors the following contracts for the acquisition of floodway lands, to-wit:

1. Contract of sale and purchase of property dated September 24, 1953, executed by Rufus M. Flores and wife, Louise Flores, as sellers, and for

the District by Director Houston Hill. The consideration to be paid by the District was \$500.00. The property covered by this contract is described as a portion of Block No. 30 of Edwards Heirs Addition as described in survey of Brooks Baker, made on September 17, 1953, (attached to contract). The transaction to be conducted through Rattikin Title Company, Fort Worth, Texas;

2. contract of sale and purchase of property dated September 22, 1953, and executed by Kathyne Ledbetter, a feme sole, as seller, and for the District by Director Houston Hill. The consideration to be paid by the District was \$250.00. The property covered by this contract is described as Lot No. 10, in Block No. 5 of Crawford Addition to the City of Fort Worth in Tarrant County, Texas. The transaction to be conducted through Rattikin Title Company, Fort Worth, Texas;
3. contract of sale and purchase of property dated September 24, 1953, and executed by Robert McIntosh and wife, La Verne McIntosh, as sellers, and for the District by Director Houston Hill. The consideration to be paid by the District was \$3,500.00. The property covered by this contract is described as Lot No. 6, in Block No. 2, of Crawford Addition to the City of Fort Worth, Tarrant County, Texas, and all improvements located thereon. The transaction to be conducted through Rattikin Title Company, Fort Worth, Texas;
4. contract of sale and purchase of property dated September 24, 1953, and executed by Lee E. Trezevant and wife, Adlee Trezevant, as sellers, and for the District by Director Houston Hill. The consideration to be paid by the District was \$200.00. The property covered by this contract is described as Lot No. 3, in Block No. 7, in Crawford Addition to the City of Fort Worth, Tarrant County, Texas. The transaction to be conducted through The Rattikin Title Company, Fort Worth, Texas;
5. contract of sale and purchase of property dated September 29, 1953, and executed by Otto Whittenberg and wife, Willie Whittenberg, as sellers, and for the District by Director Houston Hill. The consideration to be paid by the District was \$3,650.00. The property covered by this contract is described as Lot No. 7, in Block No. 2 of Crawford Addition to the City of Fort Worth, Tarrant County, Texas, and all improvements located thereon. The transaction to be conducted through Rattikin Title Company, Fort Worth, Texas.

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On motion of Director Priest, seconded by Director Pier, said contracts were ratified with instructions that upon completion of the same by deeds of conveyance duly executed and acknowledged by the vendors and title policy issued in each such case, that voucher-check be drawn to cover each transaction and be delivered to the respective sellers when trade concerning each piece of property is completed. All the Directors voted "aye" thereon.

8.

The Board was informed that the District had instituted proceedings in eminent domain to condemn for the use of the District certain properties lying in Tarrant County, Texas, consisting of parts of The R. Crowley Survey situated about one mile northwest of the Court House in Tarrant County, Texas, which properties were owned by Thomas O. Evans, subject to a life estate therein of Arilla Evans. The said property consisted of three certain tracts and parts of a third and fourth tracts, which properties are described in Cause No. 19641-A in the District Court of Tarrant County, Texas, of record in minute Book 47, page 86, of such Court.

It further appears that the matter of condemnation was heard first before three Commissioners, who had been appointed by the Judge of the County Court of Tarrant County, at Law, which three persons were V. C. Sellers, W. O. Hogle and J. W. C. Champ, who after due notice and hearing entered a decision awarding damages to Thomas O. Evans and Arilla Evans; but the owners dissatisfied with the award perfected an appeal to the County Court At Law of Tarrant County, Texas, where a jury was summoned to hear the case and rendered



a verdict therein on the charge of the court in the condemnation of the property in favor of the District; upon which verdict the County Court at Law on the 28th day of September, 1953, rendered judgment in favor of the two owners and decreeing the condemnation of the property in question to the District. The total amount awarded by the jury embodied in the judgment in favor of Thomas O. Evans was \$18,210.00, plus interest from July 12, 1953 to October 1, 1953, amounting to \$239.67, which two sums made up a total of \$18,449.67; and rendered a judgment in favor of Arilla Evans, the owner of a life estate in the property, in the amount of \$2,500.00, which judgment disposed of all the interest in the property on the part of the said two owners, and vested the same according to the judgment in fee simple in the District.

It further appears that after such judgment in condemnation had been rendered by the County Court at Law as aforesaid, the Land Agent of the District, Mr. Ben F. Hickey, procured two deeds of conveyance--one from Thomas O Evans, and the other from the said Arilla Evans, by the terms of which two deeds the said Thomas O. Evans and the said Arilla Evans conveyed in fee simple to the District all and singular the said tracts of land which are set forth in the conveyances. The two deeds were filed in the office of the County Clerk of Tarrant County, Texas, on October 16, 1953; which deed from the said Arilla Evans is recorded in Vol. 2621, page 481 of the deed records of Tarrant County, Texas, and the deed from Thomas O. Evans was recorded in Vol. 2621, page 482, of the deed records of Tarrant County, Texas.

The deed from Thomas O. Evans recited a cash consideration of \$18,449.67, paid by the District; and the deed from Arilla Evans recited a consideration of \$2,500.00 cash, paid to the said Arilla Evans by the District.

Pursuant to the premises and upon the order of the Board, two voucher-checks were drawn and duly executed, one being No. 4421, in the amount of \$18,449.67, payable to the order of Thomas O. Evans; and the other being voucher-check No. 4419, in the amount of \$2,500.00, payable to the order of Arilla Evans.

All such proceedings including the voucher-checks, were authorized and ratified by the Board, all the Directors voted "aye" thereon.

9.

There being no further business before the Board, the meeting thereupon adjourned.

  
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President.

  
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Secretary.