

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
28TH DAY OF MAY 1936, 11:00 A.M.

This meeting was held pursuant to a call and notice of the meeting which was served by C. A. Hickman, as President of the Board of Directors of the District, prior to noon on May 27, 1936, on each of the other Directors of the District, viz: E. E. Bewley, Joe B. Hogsett, W. S. Cooke and W. K. Stripling. Said notice, in words, figures and symbols was as follows:

" Fort Worth, Texas, May 27, 1936.
" You hereby are notified to be present at a meeting of the
" Board of Directors to be held in the District Office at
" 11:00 A. M. on May 28, 1936. At this time and place I de-
" sire to present to the Directors a proposal to execute a
" certain Grant Agreement between the District and the United
" States of America, under P.W.A. Docket No. 5984, and relat-
" ing to the desired grant on Section "B" of the District's
" Levee Project, in the city of Fort Worth."
"
" (Signed) C. A. Hickman, as President of
" Tarrant County Water Control and
" Improvement District Number One"

Pursuant to said notice and at the time and place in said notice set forth, there were Directors present and participating, as follows:

C. A. Hickman
E. E. Bewley
Joe B. Hogsett
W. S. Cooke, and
W. K. Stripling, who entirely compose the
Board of the Directors of the District.

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

1.

The attorneys and engineers for the District presented the pro-

posed but undated loan and Grant Agreement between this District and the United States of America, tendered to the District by the State Director of Federal Public Works on April 28, 1936, under P. W. A. Docket No. 5984, and relating to a desired grant on the District's project known as Section "B" of the levee system in the city of Fort Worth. An exact counterpart of said proposed agreement is attached to these minutes as Exhibit "A," and as such it shall constitute a part of these minutes, to the same effect as though it were fully set forth herein.

There was full consideration of the contract and the proposal to execute the same, whereupon Director Bewley moved the adoption of a resolution, to have the force and effect of an ordinance, which resolution, in words, figures and symbols was as follows, viz:

"A RESOLUTION AUTHORIZING THE BOARD OF DIRECTORS OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, OF TARRANT COUNTY, TEXAS, TO EXECUTE THE TENDERED GRANT AGREEMENT BETWEEN SAID DISTRICT AND THE UNITED STATES OF AMERICA, UNDER P.W.A. DOCKET NO. 5984, AND APPROVING SAID GRANT AGREEMENT.

"BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, TARRANT COUNTY, TEXAS:

(1.) That a counterpart of the proposed Grant Agreement between Tarrant County Water Control and Improvement District Number One, and the United States of America, tendered by the Federal Government under its P.W.A. Docket No. 5984, shall be attached as Exhibit "A" to the minutes of the meeting at which this resolution is presented and considered as a part of this resolution, to the same effect as ^{though} said proposed agreement was fully set forth at this place.

2.


"That the execution and consummation of said agreement is for the best interest of this District, wherefore C. A. Hickman, as President

of Tarrant County Water Control and Improvement District Number One, should be and he hereby is authorized and directed to execute the five (5) counter-parts of said proposed Grant Agreement, by signing the same in the name of the District, as its act and deed, and causing the same to be attested by the Secretary of this District with the corporate seal of said Tarrant County Water Control and Improvement District Number One to be imprinted thereon.

3.

"That the Secretary of said Tarrant County Water Control and Improvement District Number One be hereby authorized and directed forthwith to send to the Federal Emergency Administration of Public Works three (3) certified copies of this resolution and the minutes of this meeting, held in connection with the adoption of this resolution, together with such further documents of proofs in connection with the approval and execution of said Grant Agreement as may be requested by the Federal Emergency Administration of Public Works.


As President


As Secretary

The motion to adopt said resolution, as the act and deed of the District, was seconded by Director Hogsett. Upon a vote being taken, Directors Bewley, Hogsett, Cooke and Stripling voted for the resolution. President Hickman asked to be recorded as favoring the resolution and there was no "nay" vote.

The President thereupon declared said resolution carried, and the President and Secretary thereupon signed said resolution (as recorded in the minutes) in approval thereof.

4.

No further business was presented, and the meeting was adjourned.

W. A. Dripling
As Secretary

APPROVED:

C. A. Hickman
As President

GRANT AGREEMENT

between

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

TARRANT COUNTY, TEXAS

and the

UNITED STATES OF AMERICA

P. W. A. Docket No. 5984.

1. Purpose of Agreement. Subject to the terms and conditions of this Grant Agreement (herein called the "Agreement") the United States of America (herein called the "Government") will, by grant, aid the TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, TARRANT COUNTY, TEXAS (herein called the "Grantee") in financing a project (herein called the "Project") consisting of the construction of Section B. of a levee and channel improvement project comprising that portion of the project situated east of North Main Street, Fort Worth, Texas, and east of Station 48;

all pursuant to the Grantee's application (herein called the "Application"), P.W.A. Docket No. 5984 , Title II of the National Industrial Recovery Act (herein called the "Act") and the Constitution and Statutes of the State of Texas (herein called the "State").

2. Amount of Grant. The Government will make and the Grantee will accept a grant (herein called the "Grant") in an amount equal to 30 per centum of the cost of the labor and materials employed upon the Project. In no event shall the Grant be in excess of \$ 42,000. The determination by the Federal Emergency Administrator of Public Works (herein called the "Administrator") of the cost of the labor and materials employed upon the Project shall be conclusive.

3. Grant Requisitions. From time to time after the execution of this Agreement, the Grantee may file a requisition with the Government requesting the Government to make a payment on account of the Grant. Each requisition shall be accompanied by such documents as may be requested by the Administrator (a requisition together with such documents being herein collectively called a "Requisition").

4. Grant Payment. If a Requisition requesting the Government to make a payment on account of the Grant is satisfactory in form and substance to the Administrator, the Government will pay to the Grantee at such place or places as the Administrator may designate, against delivery by the Grantee of its receipt therefor, a sum of money equal to the difference between the aggregate amount

previously paid on account of the Grant, and

- (a) 25 per centum of the cost of the labor and materials shown in the Requisition to have been employed upon the Project if the Requisition shows that the Project has not been completed, or
- (b) 30 per centum of the cost of such labor and materials if the Requisition shows that the Project has been completed and that all costs incurred in connection therewith have been determined.

5. Grant Advances. At any time after the execution of this Agreement the Government may, upon request of the Grantee, if in the judgment of the Administrator the circumstances so warrant, make advances to the Grantee on account of the Grant, but such advances shall not be in excess of 30 per centum of the cost of the labor and materials to be employed upon the Project, as estimated by the Administrator.

6. Deposit of Grant; Construction Accounts. The Grantee shall deposit the Grant promptly upon receipt thereof, and all funds which will be required in addition to the Grant to complete the Project, in a separate account or accounts (each of such separate accounts herein called a "Construction Account"), in a bank or banks which are members of the Federal Reserve System and of the Federal Deposit Insurance Corporation and which shall be satisfactory at all times to the Administrator.

7. Disbursement of Monies in Construction Accounts. The Grantee shall expend the monies in a Construction Account only for such purposes as shall have been previously specified in Requisitions filed with the Government and as shall have been approved by the Administrator. Any monies remaining unexpended in any Construction Account after the completion of the Project shall be used to meet obligations (including bonds or other indebtedness) incurred in connection with the construction of the Project. When there are no longer any such obligations outstanding the Grantee may use such monies for any other purpose.

8. Other Financial Aid from the Government. If the Grantee shall receive any funds directly or indirectly from the Government or any agency or instrumentality thereof, other than the Grant, to aid in financing the construction of the Project, to the extent that such funds are so received the Grant shall be reduced.

9. Construction of Project. As soon as practicable after the execution of the Agreement, the Grantee (unless it has already done so) shall commence or cause to be commenced the construction of the Project, and the Grantee shall thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost and in accordance with the provisions of this Agreement, plans, drawings, specifications and construction contracts which shall be satisfactory to the Administrator, and under such engineering supervision and inspection as the Administrator may require. Except with the written consent of the Administrator, no materials or equipment for the Project shall be purchased by the Grantee subject to any chattel mortgage, or any conditional sale or title retention agreement.

10. Completion of Proceedings. As soon as practicable after the execution of this Agreement, the Grantee (unless it has already done so) shall obtain, or will take proceedings appropriate to obtain funds, which, together with the Grant, will be sufficient to pay all costs of constructing the Project.

11. Construction Work. All work on the Project shall be done subject to the rules and regulations adopted by the Administrator to carry out the purposes and control the administration of the Act. By the act of executing this Agreement the Grantee acknowledges receipt of a copy of the rules and regulations set out in Bulletin No. 2, Non-Federal Projects, revised March 1, 1935, entitled "P.W.A. REQUIREMENTS as to BIDS, CONTRACTORS' BONDS, AND CONTRACT, WAGE AND LABOR PROVISIONS AND GENERAL INSTRUCTIONS as to APPLICATIONS AND LOANS AND GRANTS", and covenants that said rules and regulations, with all blank spaces filled in as provided in said Bulletin, (the word "Borrower" as used therein

being construed as meaning "Grantee") will be incorporated verbatim in ALL CONSTRUCTION CONTRACTS for work on the Project. *

12. Force Account. All construction work on the Project shall be done under contract, provided, however, that if prices in the bids are excessive, the Grantee reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Administrator for permission to do all or any part of the Project on a force account basis.

13. Bonds and Insurance. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Administrator for the protection of the Grantee, or materialmen, and of labor employed on the Project or any part thereof. The contractor under any construction contract shall be required to provide public liability insurance in an amount satisfactory to the Administrator.

14. Information. During the construction of the Project the Grantee shall furnish to the Government all such information and data as the Administrator may request as to the construction, cost and progress of the work.

15. Representations and Warranties. The Grantee represents and warrants as follows:

- (a) Litigation. No litigation or other proceedings are now pending or threatened which might adversely affect the construction and operation of the Project, or the financial condition of the Grantee;
- (b) Financial Condition. The character of the assets and the financial condition of the Grantee are as favorable as at the date of the Grantee's most recent financial statement, furnished to the Government as a part of the Application, and there have been no changes in the character of its assets or in its financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of the Grantee's affairs;

* Particular care should be taken by the Grantee that in all construction contracts the following words are inserted in the blank space in Paragraph 3 (a) (1) of the rules and regulations: Tarrant County Water Control and Improvement District Number One and/or Tarrant County and the following words are inserted in the blank space in Paragraph 3 (a) (2) of the rules and regulations: the State of Texas.

- (c) Fees and Commissions. It has not paid and does not intend to pay any bonus, fee or commission in order to secure the Grant hereunder;
- (d) Affirmation. Every statement contained in this Agreement, in the Application, and in any supplement thereto or amendment thereof, and in any other document submitted to the Government is correct and complete, and no relevant fact materially affecting the Grant or the Project, or any of the duties or obligations of the Grantee under this Agreement has been omitted therefrom.

16. Expenses. The Government shall be under no obligation to pay any costs, charges or expenses incident to compliance with any of the duties or obligations of the Grantee under this Agreement including, without limiting the generality of the foregoing, any legal, engineering or accounting costs, charges or expenses incurred by the Grantee.

17. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Grantee and the written approval of the Administrator, without the execution of a new or supplemental agreement.

18. Interest of Member of Congress. No Member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

19. Naming of Project. The Project shall never be named except with the written consent of the Administrator.

20. Insurance on Project. The Grantee shall, during the life of the Project, maintain proper and adequate insurance thereon.

21. Undue Delay by the Grantee. If in the opinion of the Administrator, which shall be conclusive, the Grantee shall delay for an unreasonable time in carrying out any of the duties or obligations to be performed by it under the terms of this Agreement, the Administrator may cancel this Agreement.

22. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to make any part of the Grant:

- (a) Financial Condition and Budget. If, in the judgment of the Administrator, the financial condition of the Grantee shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government, or the Grantee shall have failed to balance its budget satisfactorily or shall have failed to take action reasonably designed to bring the ordinary current expenditures of the Grantee within the prudently estimated revenues thereof;
- (b) Cost of Project. If the Administrator shall not be satisfied that the Grantee will be able to complete the Project for the sum of \$149,700, or that the Grantee will be able to obtain, in a manner satisfactory to the Administrator, any additional funds which the Administrator shall estimate to be necessary to complete the Project;
- (c) Compliance. If the Administrator shall not be satisfied that the Grantee has complied with all the provisions contained in this Agreement theretofore to be complied with by the Grantee;
- (d) Legal Matters. If the Administrator shall not be satisfied as to all legal matters and proceedings affecting the Grant or the Project;
- (e) Representations. If any representation made by the Grantee in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Grantee shall be found by the Administrator to be incorrect or incomplete in any material respect.
- (f) Borrowers Funds. If the Borrower shall not have deposited or shall not have satisfied the Administrator that it will deposit in a Construction Account \$107,700, or such lesser amount as the Administrator may deem necessary, in addition to the funds to be furnished by the Government under this Agreement, to finance the construction of the Project.

This Agreement shall be binding upon the parties hereto when a copy thereof, duly executed by the Grantee and the Government, shall have been received by the Grantee. This Agreement shall be governed by and be construed in accordance with the laws of the State. If any provision of this Agreement shall be invalid in whole or in part, to the extent it is not invalid it shall be valid and effective and no such invalidity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, however, that in the opinion of the Administrator, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Grantee and the Government have respectively caused this Agreement to be duly executed as of **JUL 2 1936**

TARRANT COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NUMBER
ONE, TARRANT COUNTY, TEXAS

By *Chas. L. ...*

As President.

SEAL:

ATTEST:

W. A. Shipley

As Secretary.

UNITED STATES OF AMERICA

Federal Emergency Administrator
of Public Works

By *Horatio Blackett*
Assistant Administrator.