

MINUTES OF A REGULAR 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  
8TH DAY OF JANUARY, 1937, AT 3:00 P.M.

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

PRESENT

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

ABSENT

W. K. Stripling (Absent  
from the city)

President Hickman acted in his capacity as President of the  
Board and owing to the absence of Secretary Stripling, President Hickman  
appointed Director Hogsett as Acting Secretary of this meeting, whereupon  
proceedings were had and done, as follows:

1.

Minutes of the meeting held on December 10, 1936, were read, ap-  
proved and ordered of record.

2.

Attached to these minutes as Exhibit "A" and here referred to as  
part hereof is a statement of the financial condition of this District as  
of this day. This shows voucher-checks consecutive and inclusive serial Nos.  
5155 to 5163 for the aggregate sum of \$505.94, being checks issued since the  
last regular meeting. It also shows proposed voucher-checks consecutive and  
inclusive serial Nos. 5164 to 5201 for the aggregate sum of \$13,623.75. There  
was full examination of the proposed voucher-checks together with the data to  
support the same, whereupon Director Hogsett made a motion, seconded by Direc-  
tor Bewley, that the several presented accounts be approved for payment and  
that all of said voucher-checks, save No. 5201, payable to Cage Bros. and J.  
C. Ruby and upon which later action will be taken, be approved for execution  
and delivery to the respective persons entitled to receive the same. Upon a

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vote being taken, the motion was carried and it was so ordered.

3.

Attached to these minutes as Exhibit "B" and here referred to as part hereof is Estimate No. 3 of the engineers showing the progress of the work and the sum now payable to Cage Bros. and J. C. Ruby for material and labor furnished on Section "B" of the District's levee improvement. There was examination of the estimate and the data to support the same, whereupon Director Bewley made a motion, seconded by Director Cooke, that said estimate No. 3 for the sum of \$5,648.26 be approved for payment and that the District's check No. 5201 for that amount, payable to Cage Bros. and J. C. Ruby, be executed and delivered to them in payment of the account. Upon a vote being taken, the motion was carried and it was so ordered.

4.

Attached to these minutes as Exhibit "C" in folio are bond exhibits nos. 20 and 21 executed as between the District's depositary bank and the District, acting through Director Bewley, as its Custodian of Pledges. Exhibit No. 20, dated December 21, 1936, shows the pledge and delivery to the District of certain treasury bonds for the par sum of \$30,000.00. Exhibit No. 21, dated December 23, 1936, shows the pledge and delivery to the District of certain Tarrant County road bonds for the par sum of \$34,000.00. Director Bewley reported that he had actually received the listed securities into his possession in the usual manner and that in his opinion the District's deposits with the bank were adequately secured by virtue of these recited pledges, together with such other pledges as are held by the District, whereupon Director Hogsett made a motion, seconded by Director Cooke, that each of said pledges, as of the date thereof, do be ratified and approved as the act and deed of the District. Further that, a counterpart of each of said respective receipts do be attached to the bond of the Continental National Bank of Fort Worth as Exhibit

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Nos. 20 and 21 thereto, in the manner provided for by the bond. Upon a vote being taken, the motion was carried and it was so ordered.

5.

There was presented to the Directors a resolution of the Commissioners' court of Tarrant County, Texas, whereby the court made request of this District to render for taxation those lands of the District, which form margins of Lake Eagle Mountain, in order that the same may be actually taxed by the State, County and certain Independent School Districts. There was full consideration of this matter but action thereon was deferred with the request that the counsel for the District confer with the counsel for the Commissioners' court in an effort to ascertain what is the actual duty of the District and the court, under the appropriate laws. It was so ordered.

6.

Mr. O. L. Kimbrough appeared before the Board to urge the Board to lease to him the 44.5 acres of land covered by the application submitted to the District by Mr. G. W. Duke, which application had at a prior time been refused by the Board on the ground that the Board was of the opinion that the lessee would be able to use the land for recreational purposes and so produce an income exceeding that which could be produced by using the land for grazing purposes. Mr. Kimbrough urged that he was willing to have the lease explicitly provide that the use of the land should be for grazing purposes only and that the lease would become void at such time as he might undertake to violate this condition. He further urged that \$60.00 represented the full sum which he could afford to pay for said lease; that the delay in determining the matter and the fact that lands which might have been available sixty or ninety days ago have now been leased would probably subject him to the necessity of sacrificing his dairy cattle at a time of the year when there is a very limited market. Upon retirement of Mr. Kimbrough and after a full dis-

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cussion of the matter, the Directors were of the opinion that the land in question should be leased for the \$60.00 consideration recited as the original consideration. It was so ordered.

7.

Mr. L. M. Yoakum of Newark, Texas, appeared before the Board and presented his desire to contract with the District for sand to be taken from the land purchased by the District from Albert Shaw, District's Tract #271. He stated that the extent of the deposit had not been explored; that the overburden was very shallow and that the deposit was relatively shallow and that the sand would be taken out in such manner as to leave an even slope which would not mar or pit the surface of the land. He stated that the location of the deposit was on a slope and that it would in no wise interfere with the use of the premises for agriculture and grazing. He further stated that he had interviewed Mr. Beauchamp and Mr. Hudgins, who hold the land under lease from the District and that he would produce for the District their written consent that they would have no objection to the taking of the sand. He further stated that, it would be necessary for him to build a bridge and incur some expense in making it practicable for carrying on the undertaking. He tendered to pay to the District twenty-cents (20¢) for each cubic yard of sand taken from the premises, without any stipulation as to the amount to be taken or the times of taking, provided only that the agreement would expire December 31, 1937. The Directors were of the opinion that they should request the engineers to inspect the premises accompanied by Mr. Yoakum and to report back their recommendation as to the matter. It was so ordered.

8.

Mr. O. P. Leonard appeared before the Directors and proposed, as follows:

To remit to the District such part of the maximum 250,000 gallons of water per day, which he might take under his prior contract with the District through pipes in the conduit at the Eagle Mountain Main Dam, as might be equal to such water as he may desire to take through the six inch connection at the spillway section at the Eagle Mountain Reservoir, for the purpose of conducting a minnow farm to be located on land of the City of Fort Worth situated in the southeasterly direction from the spillway embankment. It was understood that he proposed that the taking of the water from the two connections would not exceed 250,000 gallons for any one day and that there was to be no additional consideration for the supplemental agreement. There was full consideration of this matter, whereupon Director Cooke made a motion, seconded by Director Hogsett, that the request, as made, be granted. Upon a vote being taken, the motion was carried and it was so ordered.

9.

There was presented to the Directors a proposal of Roberts & Rhea, Insurance Brokers of Fort Worth, whereby they proposed to make substitutions of fire insurance policies now held by the District, as follows:

<u>NEW POLICY NO.</u>	<u>OLD POLICY NO.</u>
Fort Worth Lloyds No. 5718	Manufacturing Lumbermen's Underwriters No. Tex. FW 5042
Fort Worth Lloyds No. 5720	Manufacturing Lumbermen's Underwriters No. Tex. FW 1526
Fort Worth Lloyds No. 5721	Manufacturing Lumbermen's Underwriters No. Tex. FW 4493

The new coverage is as follows:

Policy No. 5718 -	\$750.00 Fire on Dwelling	on Old Rominger Ranch
	750.00 Fire on Barn	on Old Rominger Ranch
Policy No. 5720 -	\$2,000.00 Fire	) On Custodian's Dwelling at Bridgeport Dam
	2,000.00 Windstorm)	
Policy No. 5721 -	\$2,500.00 Fire	) On Custodian's Dwelling at the Eagle Mountain Dam
	2,500.00 Windstorm)	

The cause for the substitution was reported to be financial distress on the part of the original insurer and the desire of the agents for the District to have dependable coverage without added cost. Upon consideration of this matter, Director Bewley made a motion, seconded by Director Cooke, that the proposed substitution do be instantly effected in accordance with the recitations hereinabove related and that the superseded policies do be immediately surrendered to Roberts & Rhea in exchange for the substituted policies. Upon a vote being taken, the motion was carried and it was so ordered.

10.

Attached to these minutes as Exhibit "D" is Fidelity Bond for the penal sum of \$50,000.00 executed by John Bourland, as principal, and by Maryland Casualty Company, as surety, given to assure the fidelity of said John Bourland, as Tax Assessor and Collector for this District. Attached to the bond is the power of attorney for the surety, giving evidence of the authority of Edward D. Rutledge to execute the bond as the act of said Maryland Casualty Company. Also presented with the bond were two alternate proposals for payment of premium of the bond made by Dubose, Rutledge and Miller, as agent for the surety. One proposal was for the immediate payment of the premium for one year, to be \$500.00 and the other proposal was for the immediate payment of the premium to cover two years, to be \$950.00. There was full consideration of this matter, whereupon Director Bewley made a motion, seconded by Director Hogsett, that the bond given and delivered to the District on December 31, 1936, do be ratified, accepted and approved as having had effect on that date. Further that, the District do issue its Voucher-check payable to Dubose, Rutledge and Miller, as agent for Maryland Casualty Company for the sum of \$950.00, to cover the premium on said bond for the period of two years. Upon a vote being taken, the motion was carried and it was so ordered.

Mr. S. W. Freese presented to the Directors request of the Fort Worth Independent School District that they be permitted to take river loam from lands owned by the District, in fee simple, and situated between the levees constructed by the District in the area contiguous to the West Fork of the Trinity River, between the easterly edge of Paddock Viaduct and the bend of the levee near the northeasterly corner of the property of the Fort Worth Ball Park.

He requested that this consent be given without consideration, due to the fact that the granting of the request would not in any wise impair the resources available for the maintenance of the levee and would not involve the expenditure of any additional money. He expressed the thought that the granting of the request should be considered as though there was no difference in the interests of the School Board and the District. Upon advice of counsel, the Directors stated to Mr. Freese that they would have no authority to donate any asset of the District whatever. They stated that they were anxious to cooperate with the school district in every practical manner and to make the earth available for school purposes. It was explained that the District did not have available any considerable quantity of river loam except in the area hereinabove designated. In lieu of the request of Mr. Freese, the Directors of the District authorized him to tender to the school board the right to take earth from the area indicated for the following considerations and under the following conditions:

(1) The School Board will release this District from any claim or demand which has arisen or may arise by reason of the fact that the District has constructed a new and higher levee which has its westerly margin at about fifteen feet (or less) from the easterly fence on the property of the school district known as "Wortham Field."

(2) The School Board will relinquish to this District any claim which it might have through having furnished to the District for removal from the

grounds of the Oakhurst School a small shack (10 x 12 feet) originally placed there as an office for the employees of the Federal agency known as W.P.A.:

(3) The earth to be removed shall not exceed 50,000 cubic yards in quantity and shall be taken by beginning as closely as is practicable to the edge of the water in the river and to slope back on such ascending grades as may be approved by the engineers for the District; it being understood that the manner or the taking shall not result in the creation of pits or other unsightly surface conditions; on the contrary, it is understood that the taking of earth hereunder shall be done in such manner as will better the sightliness and smoothness of the land and also give added space for the flow-way of the stream. It was so ordered and is hereby so authorized.

12.

There was presented to the Directors a communication from Mr. Marvin C. Nichols of the District engineers, relating to a claim by the Atlas Construction Company of Dallas, Texas, which company is now the holder of a claim formerly held by the Trinityfarm Construction Company. The change of ownership grows out of the fact that Atlas Construction Company is the successor to the other company. This correspondence is filed in the permanent records of the District and it here is referred to as part hereof. This relates to the District having contracted to pay rental on the water line and pumping equipment placed by Trinityfarm Construction Company on the Eagle Mountain Main Dam. It appeared that this rental was stipulated to be \$150.00 for the year to end November 1, 1934; that no other specific contract was made but that the District between November 19, 1934, and October 8, 1935, did make some use of the equipment but that after October 8, 1934, the District made no use of the equipment and permitted the same to remain in place at all times, subject to the order of the owner of the equipment. Upon consideration of the matter, Director Bewley made a motion, seconded by Director Cooke, that the Directors authorize the engineers to tender



to Atlas Construction Company the sum \$150.00, to be in full satisfaction of the account rendered to the District. Upon a vote being taken, the motion was carried and it was so ordered.

13.

President Hickman presented to the Directors request of the citizens of Newark, Texas, to be permitted to take from land purchased by the District from Mr. Morris, at a point near Newark in Wise County, sufficient rock to construct a community gymnasium at Newark. There was full consideration of this matter, both as to the quantity of stone and the effect of the taking upon the particular land, whereupon it was the sense of the Directors that the proponents be authorized to take the stone from the place designated and pay therefor a total consideration of \$100.00, payable in advance, it being the opinion of the Directors that they would have no lawful right to make an out-right donation of this material. It was further ordered that the taking of the stone should be accomplished in such manner as would avoid any preventable injury to the land.

14.

President Hickman presented to the Directors the result of an inspection of the house upon the land purchased by the District from R. A. Stuart, in connection with Mrs. Garrett, who is proposing to lease this land provided the house is so conditioned as to become habitable. As a result of the inspection, President Hickman reported that the requirements would be, as follows: 1- a new roof, No. 2 shingles being recommended; 2- several new windows; 3- two new doors; 4- replace the back porch; 5- remove the top of the front porch and construct a new floor for this porch; 6- recondition the underpinning or supports, wherever required. It was explained that the District had a proposal from a local carpenter, said to be competent, to provide the required materials and labor and utilize the same in a work-man-like manner, as follows:

For material	\$ 202.50
For labor	<u>85.00</u>
<u>T O T A L</u>	\$ 287.50

It was explained that Mrs. Garrett would undertake to recondition the house on the inside, to the extent she deemed to be required and in addition thereto to pay to the District in cash rental the sum of \$150.00, to cover the year 1937. It was explained that the above estimate did not include any allowance for painting the house.

Upon consideration of this matter, Director Bewley made a motion, seconded by Director Cooke, that Dr. Hickman be authorized to proceed for the reconditioning of the house upon the basis above related and in addition thereto to expend such further sums as might be required to repaint the house in a manner reasonably adequate to preserve it. Further that, the lease to Mrs. Garrett upon the basis stated be authorized subject only to her actual payment of the sum of \$150.00 and the execution of the lease in the form required by the District. Upon a vote being taken, the motion was carried and it was so ordered.

15.

Director Hogsett made a motion, seconded by Director Cooke, that the District procure fire and windstorm insurance on the resident structures on the R. A. Stuart property and the R. H. Foster place. The coverage is to be for such sum as can be procured on the property and the premiums paid at the regular rate. Upon a vote being taken, the motion was carried, and it was so ordered.

16.

Dr. Hickman, as Chairman of the Land Committee, presented for consideration and recommended land lease proposals for the year 1937, as follows:

(a) Mr. E. A. Allbritton, to lease certain lands owned by the District and being parts of the C.V. Keeter Tract #19; E. A. Brackenridge Tract #23; J. F. Clark Tract #24; Mrs. E. A. Blount Tract #26; N. B. Sparks (Harnsberger) Tract #28 and Goodrich Heirs Tract #33, for the total consideration of \$75.00, which lease proposal was accompanied by his good faith check on the

the First Bank of Chico, Texas, for the full amount. The above listed lands are to be used for agriculture and grazing purposes.

(b) Mr. E. A. Cash, to lease certain lands owned by the District, being those parts of the R. L. Bryan Tract (#236) and Van Meter Heirs Tract (#234) which lies north of the slough or lake located on said tracts, (approximately 30.00 acres in all), for the total consideration of \$22.50. Said lease proposal was accompanied by his good faith check on the First National Bank of Rhome, Texas, for the full amount. The above listed lands are to be used for agriculture and grazing purposes.

(c) Mr. H. E. Reed, to lease certain lands of the District, being Tracts Nos. 9 and 10 (approximately 224.40 acres in all) out of the Liles Estate Lands, for the total consideration of \$80.00, which proposal was accompanied by his good faith check for the full amount. The above listed lands are to be used for agriculture and grazing purposes.

(d) Mr. J. M. Rickels, to lease certain lands owned by the District and being the C. O. and M. V. Rominger Tract #48, which is the same land as was under lease to Mr. Rickels for the year 1936, for the total consideration of \$1,250.00. Said proposal was accompanied by his draft on the Agricultural Livestock Finance Corporation for the full amount. The above listed land is to be used for agricultural and grazing purposes.

(e) To D. H. Whitten, to lease certain lands owned by the District and being in all approximately 233.00 acres of land, parts of the Districts Tracts Nos. 13, 14 and 15, situated in Wise County, Texas, also known as parts of the lands purchased from the estates of B. O. Wilkerson and J. D. Manning, and being those parts thereof situated higher than 826 feet above mean sea level, and lying north of a line to begin at the southeast corner of the Wilkerson Tract, running thence along the contiguous southerly line and projecting the same directly toward the nearest water in Big Creek, thereby excluding

approximately 10 acres of land at the southwest corner of said Wilkerson Tract, the total consideration to be \$109.80. Said lease proposal was accompanied by Mr. Whitten's check for the full amount on the First Bank of Chico, Texas.

(f) To C. A. Brian, all land owned by the District situated on the easterly part of Lake Bridgeport, lying between the southerly boundary of the W. F. Goodrich land (Tract No. 33) and a line or fence extending from the southeasterly corner of the B. O. Wilkerson Tract on the contiguous southerly border thereof, passing the northwest corner of the South Texas Commercial Bank Tract of land and projecting said southerly line of the Wilkerson Tract to reach water in the Big Creek basin, which now forms part of the Bridgeport Reservoir. Consideration to be fifty cents (50¢) per acre upon such number of acres as the engineers certify to be so located. Such lands as may be owned by the District but situated at elevation lower than 826 feet above mean sea level and located adjoining the lands under this lease shall be placed under the control of the lessee for the term of the lease.

(g) To C. Morrow, J. N. Morrow and I. E. Haney, to lease those <sup>land</sup> parts of the/purchased by the District from J. T. Counts, J. J. Boyd, Seely & Smith and the First National Bank (A. J. Myers land) bounded on the north in part by the south line of the W. U. Blocker line and in part by the south boundary line of the L. A. Haney land and being situated in what, for convenience, is called "Big Bend" and containing in all approximately 280 acres of land. The total consideration for this lease is to be \$100.00, payable in advance.

Director Cooke made a motion, seconded by Director Hogsett, that the proposed leases for the year 1937 be approved. Upon a vote being taken, the motion was carried and it was so ordered.

17.

No further business was presented and the meeting was adjourned.

APPROVED:

*A. Hickman*  
As President

*Joe B. Vogt*  
As Secretary  
*acting*

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
VOUCHER-CHECKS ISSUED DECEMBER 19, 1936 TO DECEMBER 29, 1936, INCLUSIVE

<u>NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
5155	M. S. Carr	Construction Custodian's Garage B.P.	\$ 40.00
5156	F. L. Hobbs	Construction Custodian's Garage B.P.	9.38
5157	Dick McDaniel	Construction Custodian's Garage B.P.	4.00
5158	Green Bros.	Construction Custodian's Garage B.P.	13.50
5159	H. H. Hardin	66 Bbls. Cement, Grouting Work, B.P.	159.06
5160	Marjorie Rowell	Salary, December 1936	65.00
5161	B. W. Bintliff	(Salary Dec. 1936, Custodian E.M. \$100.00 (Allowance December 1936 7.50)	107.50
5162	C. L. McNair	(Salary Dec. 1936 Custodian B.P. \$ 80.00 (Allowance December 1936 7.50)	87.50
5163	A. W. McDonald, Secy., Board of Water Engineers	(Reimbursement for Amount paid to C. L. McNair, for Salary as Gage Attendant, (December 1936	20.00
<u>T O T A L</u>			\$ 505.94

DISTRIBUTION OF VOUCHERS #5155 TO #5163 INCLUSIVE

Office	\$ 65.00
Eagle Mountain Dam	107.50
Bridgeport Dam	107.50
Construction Custodian's Garage, B.P.	66.88
Grouting: Bridgeport Dam	159.06
<u>T O T A L</u>	\$ 505.94

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #5164 TO #5201, INCLUSIVE

<u>NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
5164	Browning-Ferris Mchy. Co.	(Rental on Air Compressor, one month (12-8-36 to 1-8-37, Grouting Work, B.P.	\$ 75.00
5165	Fort Worth Star-Telegram	Publication Election Notice	21.00
5166	The Fort Worth Press	Publication Election Notice	26.46
5167	The Fort Worth National Bank	(Rental Safety Deposit Box #1324 1-1-37 (to 1-1-38	40.00
5168	Bills Printing & Letter Co.	Multigraphing Land Lease Forms	4.50
5169	C. A. Hickman	Director's Fees	10.00
5170	E. E. Bewley	Director's Fees	10.00
5171	W. K. Stripling	Director's Fees	10.00
5172	Joe B. Hogsett	Director's Fees	10.00
5173	W. S. Cooke	Director's Fees	10.00
5174	Sidney L. Samuels	Legal Services	333.33
5175	Ireland Hampton	Legal Services	500.00
5176	E. B. Cheatham	Salary	200.00
5177	Hawley, Freese & Nichols	(ENGINEERING & SUPERVISION: (Month of December, 1936 E.M. \$100.00 (Month of December, 1936 B.P. 100.00)	200.00
5178	Wm. Capps Bldg. Co.	Office Rent for January 1937	40.00
5179	Home Telephone & Electric Co.	Phone Service, E.M.	7.50
5180	R. D. McDaniel	Labor, Grouting, B.P.	37.00
5181	F. L. Hobbs	Labor & Truck, Grouting, B.P.	18.00
5182	Cecil McDaniel	Labor, Grouting, B.P.	24.75
5183	Thurman Parson	Labor, Grouting, B.P.	10.75
5184	Sherman Brown	Labor, Grouting, B.P.	3.00
5185	H. R. McDaniel	Labor, Grouting, B.P.	29.87

<u>NO.</u>	<u>I S S U E D</u>	<u>T O</u>	<u>C O V E R I N G</u>	<u>A M O U N T</u>
5186	Industrial-Scientific Supply Co.		1# Flourescine, For use in Tests, B.P.	\$ 4.50
5187	Mash Hardware Company		Steel Loading Chain, Grouting B.P.	7.47
5188	The Southwest Telephone Co.		Phone Service, B.P.	14.90
5189	Southwestern Bell Telephone Co.		Phone Service, Office	11.15
5190	Texas Power & Light Co.		Electric Service, B.P.	14.30
5191	Mrs. Happy Shelton, Co. Clerk		Recording Deed, Levee Improv. Section "B"	.50
5192	The Gaither Oil Company		Oil & Gas for Truck, E.M.	13.50
5193	H. D. Young, Postmaster		Postage Stamps	5.00
5194	H. H. Hardin		Sash Cord & Weight, Grouting Work, B.P.	1.50
5195	C. L. McNair		(Reimbursement for Express Charges (Paid by him A/C Grouting Equipment	1.10
5196	C. A. Hickman		Traveling Expense	11.50
5197	Vernon Stanley		(Core Drilling Work at B.P. (Drilling Holes #28 to #37, Inclusive, (Total of 952 Feet drilled @ .90¢ per foot	856.80
5198	Magnolia Petroleum Co.		(Gasoline for Compressor, Grouting Work, ( B.P.	23.77
5199	Tarrant County Water Control And Improvement District Number One		Transfer of Funds from Construction Fund	5,000.00
5200	Hawley and Freese		Estimate #17, Engineering	388.34
5201	Cage Bros. & J. C. Ruby		Estimate #3, Levee Improvement, Section "B"	5,648.26
<u>T O T A L</u>				\$ 13,623.75

DISTRIBUTION OF VOUCHERS #5164 TO #5201, INCLUSIVE

Directors		\$	61.50
Legal			833.33
Office			260.65
Election			47.46
Engineering Estimate #47			388.34
Transfer of Funds			5,000.00
Rental Safety Deposit Box			40.00

EAGLE MOUNTAIN DAM:

Engineering & Supervision	\$100.00	
Phone Service	7.50	
Gasoline for Truck	13.50	121.00

BRIDGEPORT DAM:

Engineering & Supervision	\$100.00	
Phone Service	14.90	
Electric Service	14.30	129.20

GROUTING WORK BRIDGEPORT:

Drilling Holes #28 to #37 Incl.	\$856.80	
Rental Air Compressor 1 month 12-8-36 to 1-8-37	75.00	
Gasoline for Compressor	23.77	
Labor	123.37	
Miscellaneous	14.57	1,093.51
Levee Improvement, Section "B"		5,648.76

T O T A L

\$ 13,623.75

C O N D I T I O N O F F U N D S

	<u>CONSTRUCTION FUND</u>	<u>CONSTRUCTION ACCOUNT</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE: December 10, 1936	\$ 9,333.43	\$ 1,115.02	\$ 28,162.44	\$116,947.97
RECEIPTS: Taxes, Penalty, etc.			2,504.36	87,652.37
Interest on Collector's D/B			.08	2.83
Interest on Bank D/B	3.95		6.02	24.72
Land Rentals			3,660.52	
Miscellaneous			.95	
Transfer of Funds		5,000.00		
	<u>\$ 9,337.38</u>	<u>\$ 6,115.02</u>	<u>\$ 34,334.37</u>	<u>\$204,627.89</u>
DISBURSED: 12-19-36 to 12-29-36, Incl., by Vo. #5155 to #5163, Incl.	225.94		280.00	
	<u>\$ 9,111.44</u>	<u>\$ 6,115.02</u>	<u>\$ 34,054.37</u>	<u>\$204,627.89</u>
DISBURSED: By Vo. #5164 to #5201, Incl.	6,481.85	5,648.76	1,493.14	
	<u>\$ 2,629.59</u>	<u>\$ 466.26</u>	<u>\$ 32,561.23</u>	<u>\$204,627.89</u>



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

EXHIBIT "B" 1/8/37  
3:00 P.M.

WATER SUPPLY  
WATER PURIFICATION  
SEWERAGE  
SEWAGE TREATMENT  
FLOOD CONTROL  
APPRAISALS

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

Jan. 7, 1937

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

Gentlemen:

We hand you herewith periodical estimate  
for partial payment No. 3 in the amount of \$5,648.26  
covering work performed by Cage Bros. and J. C. Ruby,  
during the month of December 1936 on levee improve-  
ment project PWA Docket No. 5984.

Yours very truly,

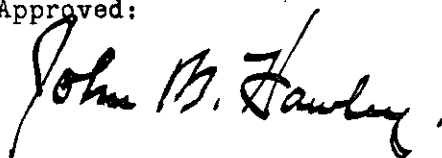
HAWLEY and FREESE

BY



JKA: CW

Approved:



JAN -8 1937

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS	
PERIODICAL ESTIMATE FOR PARTIAL PAYMENT NO. <u>3</u> , DOCKET NO. <u>5984 Texas</u>	
For the period <u>December 1, 1936</u> to <u>December 31, 1936</u> , inclusive.	Type of project <u>Levee Improvement</u>
Location <u>Fort Worth</u> State <u>Texas</u>	Symbol No. <u>41 311</u>
Borrower's name and address <u>Tarrant County Water Control and Improvement District Number One</u>	Contract No. <u>696 B</u>
Contractor's name and address <u>Cage Bros. &amp; J. C. Ruby</u> <u>Bishop, Texas</u>	Estimated cost, \$ _____ Contract price, \$ <u>38,935.58</u>

Item No.	Units or lump sum	ESTIMATED NUMBER OF UNITS (Quantity)				Estimated physical percent completed	
		Detailed estimate	This estimate	To date	Uncompleted	Period	To date
						Percent	Percent
1	Cu. Yd.	124,000	32,225	98,550	124,360	25	77
2	Sta. Yd.	380,000	21,265	139,300	240,700	11	77
3	Cu. Yd.	4,500	60	3,520	980,000	1	78
5	Acres	17	5	5	12	30	30
6a	L. S.	1	0	100%	0	0	100
6b	Cu. Yd.	75	0	75	0	0	100
6c	Lbs.	7,500	0	6,340	0	0	100
6d	Cu. Yd.	28	0	55	0	0	100
6f	Cu. Yd.	5	0	2	0	0	100
7	L. S.	1	0	100%	0	0	100
12	L. S.	1	0	100%	0	0	100

Section 9 of the Emergency Relief Appropriation Act of 1935, reads as follows:

"Any person who knowingly and with intent to defraud the United States makes any false statement in connection with any application for any project, employment, or relief aid under the provisions of this joint resolution, or diverts, or attempts to divert, or assists in diverting for the benefit of any person or persons not entitled thereto, any moneys appropriated by this joint resolution, or any services or real or personal property acquired thereunder, or who knowingly, by means of any fraud, force, threat, intimidation, or boycott, deprives any person of any of the benefits to which he may be entitled under the provisions of this joint resolution, or attempts so to do, or assists in so doing, shall be deemed guilty of a misdemeanor and shall be fined not more than \$2,000 or imprisoned not more than 1 year, or both."

Section 35 of the Criminal Code, as amended, provides a penalty of not more than \$10,000 or imprisonment of not more than 10 years, or both, for knowingly and willfully making or causing to be made "any false or fraudulent statements \* \* \* or use or cause to be made or used any false \* \* \* account, claim, certificate, affidavit, or deposition, knowing the same to contain any fraudulent or fictitious statement \* \* \* relating to any matter within the jurisdiction of any governmental department or agency."

**CERTIFICATION OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE**  
 To the best of my knowledge and belief, I certify that all items, units, quantities, and prices of work and material shown on the face of Sheets Nos. \_\_\_\_\_ of this Periodical Estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contract documents between **Fort Worth, Texas** and **Carrant County Water Control and Improvement District Number One** (Borrower's name)

**Cargo Bros. & J. C. Ruby** (Contractor's name) dated **Sept. 17, 1936** approved by the State Director, and all change orders approved by the State Director; that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the "total amount payable this estimate" has been received:

(a) Total due based on the	unit price contract	\$ 30,262.48	✓
	lump sum contract		
(b) Total additions beyond scope of contract		0.00	
(c) Total earned, original contract and additions (sum of a and b)		30,262.48	✓
(d) Total percentage retained including this estimate	10 %	3,026.25	✓
(e) Total due on account of original contract plus additions and minus retained percentage		27,236.23	✓
(f) Total previously received (from last estimate)		21,587.97	✓
(g) Balance due this payment on contract and additions		\$ 5,648.26	✓
(h) Advance on materials stored this period		0.00	✓
(i) Total amount payable this estimate		\$ 5,648.26	✓

I further certify that all just and lawful bills against **Cargo Bros. & J. C. Ruby** (Contractor's name) for labor, material and expendable equipment employed in the performance of said contract have been paid in full in accordance with \*Paragraph 11, 12, P. W. A. Construction Regulations.

IS	220*00	220*00	0*00	220*00	0*00	0	100
Contractor	<b>Cargo Bros. &amp; J. C. Ruby</b>			Place <b>Fort Worth, Texas</b>			
By	<i>Wm. D. ...</i>						
Title	<b>Bookkeeper</b>			Date <b>JANUARY 5, 1937</b>			
eg	1*10	20*15	0*00	28*42	48*30	0	100

**CERTIFICATE OF THE BORROWER'S SUPERVISING ENGINEER OR ARCHITECT IN CHARGE**

I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied by the contractor, and that the contractor's certified statement of his account and the amount due him is correct and just, and that all work and material included in this Periodical Estimate have been performed and supplied in full accordance with the terms and conditions of the corresponding construction contract documents and change orders approved by the State Director.

Name **J. K. Alcorn** (Place **Fort Worth, Texas**)  
 Title **Assistant Engineer** Date **Jan. 6, 1937**

**CERTIFICATE OF THE PUBLIC WORKS ADMINISTRATION ENGINEER INSPECTOR IN CHARGE**

I certify that I have verified this Periodical Estimate, and that to the best of my knowledge and belief it is a true and correct statement of work performed and material supplied by the contractor, that I have in my possession satisfactory evidence of payment by the contractor of all just and lawful bills against him for labor, material, and expendable equipment employed in the performance of his contract in full accordance with \*Paragraph 11, 12, P. W. A. Construction Regulations, that all work and material included in this Periodical Estimate have been inspected by me or my duly authorized assistants and have been found to comply with the terms and conditions of the construction contract documents and change orders approved by the State Director.

Name **E. H. Conrad** (Place **Fort Worth, Texas**)  
 Title **Chief Resident Engineer Inspector** Date **Jan 7, 1937**

\* Strike out number not applicable.

Item No.	Description	AMOUNT				Estimated monetary percent completed	
		Detailed estimate	This estimate	To date	Unused balance	Period	To date
1	CEMENTATION OF THE FLOOR	19,840.00	5,156.00	15,928.00	3,912.00	25	77
2	CEMENTATION OF THE FLOOR	3,800.00	212.65	1,393.00	2407.00	11	77
3		540.00	7.20	422.40	117.60	1	78
5		3,060.00	900.00	900.00	2160.00	30	30
6a		5,382.88	0.00	5,382.88	0.00	0	100
6b		22,630.00	1,697.25	1,697.25	20,932.75	10	100
6c		435.00	0.00	367.72	67.28	0	100
6d		50.12	0.00	98.45	-48.33	0	100
6f		14.25	0.00	5.70	-8.55	0	100
7		3,517.08	0.00	3,517.08	0.00	0	100
12		550.00	0.00	550.00	0.00	0	100
Value of Items upon which no work has been performed		49.00			49.00		
Totals		38,935.58	6,275.85	30,262.48	8,673.00	16	78

U. S. GOVERNMENT PRINTING OFFICE 16-4250  
 Section 2 of the Emergency Relief Appropriation Act of 1932 reads as follows:

EXHIBIT NO. 20

(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. 20")

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 21st day of December, 1936:

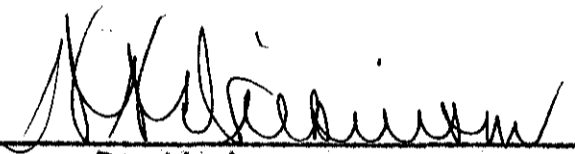
U. S. 2-1/2% TREASURY BONDS OF 1949-53			
With June 15, 1937, and S. C. A.			
No. 11669K . . . . .	\$10,000.00		
No. 11670L . . . . .	10,000.00		
No. 11671A . . . . .	<u>10,000.00</u>	\$30,000.00	

(THIRTY THOUSAND DOLLARS)

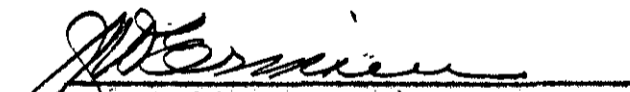
The foregoing securities, aggregating \$30,000.00, are pledged under the Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, as District Depository of funds of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Bond dated May 14, 1935.

WITNESS OUR HANDS ON THIS THE 21st DAY OF DECEMBER, 1936.

CONTINENTAL NATIONAL BANK OF FORT WORTH.

By   
As President

ATTEST:

  
As Cashier

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

By   
As Custodian of Pledges

EXHIBIT NO. 21

(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. 21")

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 23rd day of December, 1936:

<u>4 1/2% TARRANT COUNTY ROAD BONDS with April 10, 1937 and S. C. A.</u>	
<u>Maturing April 10, 1937</u>	
Nos. 353 to 356 inc. @ \$1M each . . . . .	\$ 4,000.00
<u>Maturing April 10, 1938</u>	
Nos. 397 to 400 inc. @ \$1M each . . . . .	4,000.00
Nos. 4251 to 4260 inc. @ \$1M each . . . . .	10,000.00
<u>Maturing April 10, 1939</u>	
Nos. 2165 & 2166 @ \$1M each . . . . .	2,000.00
Nos. 441 to 444 inc. @ \$1M each . . . . .	4,000.00
<u>Maturing April 10, 1941</u>	
Nos. 4341 to 4350 inc. @ \$1M each . . . . .	<u>10,000.00</u>
	\$34,000.00

(THIRTY FOUR THOUSAND DOLLARS)

The foregoing securities, aggregating \$34,000.00, 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 23rd DAY OF DECEMBER, 1936.

CONTINENTAL NATIONAL BANK OF FORT WORTH

By *K. H. Stearns*  
As President

ATTEST:

*J. B. Brown*  
As Cashier

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

By *J. B. Brown*  
As Custodian of Pledged.

NO 36

EXHIBIT "D" 1/8/37  
3:00 P.M.

# 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

SIDNEY L. SAMUELS } ATTORNEYS  
IRELAND HAMPTON }

OFFICE CAPPS BUILDING

PHONE 3-2848

HAWLEY AND FREESE  
ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

DEC 31 1936

DEC 31 1936

To The Honorable,  
The Commissioners' Court  
of Tarrant County,  
Fort Worth, Texas.

Gentlemen:

At midnight on December 31st the existing contract between this District and John Bourland, as Tax Assessor and Collector, under which the taxes of this District have been assessed and collected for the past two years, will expire, and it will be necessary for this District to have a substitute contract and bond in force at the time of the expiration of the existing contract.

Since the making of the last contract, the Legislature has amended the statute under which the existing contract was made by Section 1, Chapter 340, Page 792 of the General Laws of the 44th Legislature. The act will also be found as Article 7880-33 of Vernon's Texas Statutes of 1936. The prior statute provided that the District might contract with the Tax Assessor and Collector for the tax service; whereas, the existing statute provides that the District must contract with the Commissioners' Court, if it desires service by the Tax Assessor and Collector of the County. The particular part of the act deemed to be material at this time is as follows:

"The consideration for such service shall be computable as fees of office of the county officers rendering service under such contracts: 2. The service charge to be paid by the district may not exceed the reasonable cost which will be added to the county's cost to assess and collect taxes, were no such contract made."

Your petitioner would show that it deems itself to be truly advised in the premises and, upon the information so obtained by it, it now here represents that the assessing and collecting of the ad valorem taxes to be levied by this District for the years 1937 and 1938, if performed by the Tax Department of this County, would not increase the cost of the county by sums to exceed \$2,500. On the contrary, your petitioner here avers that performance of this service for your petitioner would not add to the county's cost to assess and collect taxes for said years, a sum equal to the stated \$2,500.00. By reason of the premises, your petitioner requests the court to enter its order authorizing the County Judge of this County to enter into written contract with petitioner providing for the assess-

Page - 2

ment, equalization and collection of its taxes for the years 1937 and 1938, in a form substantially as given by the proposed contract presented herewith.

Respectfully,

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

PRESENTED BY:

Frederic Hampton  
Attorney

Signed

By Joe B. Hoggseth

Chairman, Com. On  
Organization



TARRANT COUNTY

WITH ( ) CONTRACT  
(

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

JAN 19 1938

STATE OF TEXAS }  
COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

UNDER THE PROVISIONS of Section 33 of Chapter 25 of the Acts of the 39th Legislature of Texas, Regular Session, as amended by Chapter 340 of the Acts of the 44th Legislature, Regular Session, Tarrant County Water Control and Improvement District Number One, by written contract, duly approved by said District on the 31st day of December, 1936, has contracted with the Commissioners' Court of Tarrant County, Texas, to provide for the assessment, equalization and collection of the taxes of the District for the calender years 1937 and 1938; whereby and by virtue of the appropriate law, John Bourland (who is the duly elected and qualified Tax Assessor and Collector for Tarrant County) now has lawfully been constituted as the statutory Tax Assessor and Collector for said Tarrant County Water Control and Improvement District Number One, for the period between midnight of December 31, 1936, and midnight of December 31, 1938; or until his successor in office may have been duly established and qualified, as is required by the Constitution of Texas. True copies of said contract appear in the respective permanent records of the County and the District, and reference here is made there to in aid hereof.

As an incident of the related proceedings, it now has become the duty of the said John Bourland to actually qualify himself to render the service contemplated by said contract by entering into bond, as required by Section 1 of said Chapter 340 of the Acts of the 44th Legislature, Regular Session; wherefore:

I, JOHN BOURLAND, as principal and MARYLAND CASUALTY COMPANY, of Baltimore, Maryland (a corporation organized under the laws of the state of Maryland, being authorized under the laws of Texas to do a surety and bonding business in the state of Texas, and having E. D. Rutledge of Fort Worth, Texas, as its agent and Attorney-in-fact), as surety, hereby do acknowledge ourselves, both jointly and severally, bound and firmly held to pay to Tarrant County Water Control and Improvement District Number One (a body politic and corporate, having its office in Fort Worth, Texas), at its office in Fort Worth, Tarrant County, Texas, the penal sum FIFTY THOUSAND (\$50,000.00) DOLLARS, in

lawful money of the United States of America.

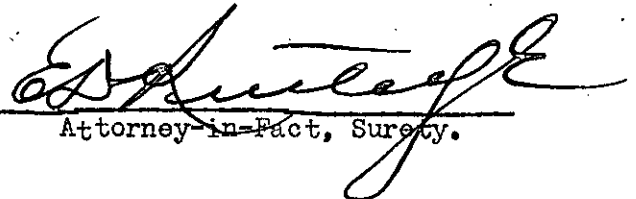
This obligation, however, is intended as a bond, the condition whereof is that the said JOHN BOURLAND (Principal herein) will faithfully perform his duties under said contract, in accordance with all appropriate laws, and that he will well and truly pay over and deliver to the Obligee herein all funds or other things of value coming into his hands as such officer.

Upon the full performance of the obligation of the said JOHN BOURLAND, this bond shall be without further force and effect; otherwise, this obligation shall remain in full force and effect.

WITNESS THE EXECUTION hereof on this the 31st day of December, A.D. 1936.

  
John Bourland, Principal

MARYLAND CASUALTY COMPANY,

By   
Attorney-in-Fact, Surety.

**Know all Men by these Presents:** That MARYLAND CASUALTY COMPANY, a corporation created by and existing under the laws of the State of Maryland, of Baltimore City, Maryland, being authorized by its charter to transact a general surety, casualty, and fidelity business, and qualified to act as surety on bonds to the United States of America, and authorized to transact its business in the State of.....  
Texas....., in pursuance of the authority set forth in Section 13 of Article IV of its By-laws, from which the following is a true extract, and which Section has not been amended nor rescinded:

"The President or any Vice-President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto,"

does hereby nominate, constitute and appoint Lennard H. DuBose or Edward D. Rutledge or  
Melvin J. Miller

of Fort Worth State of Texas, .....its Attorney -in-Fact to make, execute, seal and deliver on its behalf as Surety, and as its act and deed, subject to the limitations and conditions hereinafter set out, a bond, policy, recogizance, stipulation, undertaking, and any other like instrument as follows:

A Public Official bond in the penalty of Fifty Thousand Dollars (\$50,000.)

in favor of Tarrant County Water Control and Improvement District Number One

to be executed by John Bourland, Fort Worth, Texas as principal

Conditioned: for the faithful performance of his duties as Tax Assessor and Collector

hereby approving, ratifying and confirming all that - - - - - its said Attorney -in-Fact may do or lawfully cause to be done in the premises by virtue of these presents.

IN WITNESS WHEREOF, MARYLAND CASUALTY COMPANY has caused these presents to be executed in its name and on its behalf and its Corporate Seal to be hereunto affixed and attested by its officers thereunto duly authorized, this 5th day of January 1937, at Baltimore City, Maryland.

ATTEST: [Signature] Assistant Secretary. [Signature] MARYLAND CASUALTY COMPANY Vice-President.

STATE OF MARYLAND }  
BALTIMORE CITY } ss.

On this 5th day of January, A. D., 1937, before the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City duly commissioned and qualified, came.....  
B. H. Bratney Vice-President, and L. S. Wilson Assistant Secretary, of MARYLAND CASUALTY COMPANY, to me personally known, and known to be the officers described in, and who executed the preceding instrument; and they each acknowledged the execution of the same; and, being by me duly sworn, they severally and each for himself deposed and said, that they respectively hold the offices in said Corporation as indicated, that the Seal affixed to the preceding instrument is the Corporate Seal of said Corporation, and that the said Corporate Seal, and their signatures as such officers, were duly affixed and subscribed to the said instrument pursuant to all due corporate authorization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Baltimore City, the day and year first above written.

[Signature] Notary Public.

STATE OF TEXAS

COUNTY OF TARRANT

THIS MEMORANDUM OF AGREEMENT WITNESSETH THAT:

Tarrant County, (a body politic and corporate under the laws of Texas, hereinafter usually referred to as First Party) in consideration of the reciprocal obligations to be kept and performed by Tarrant County Water Control and Improvement District Number One (a body politic and corporate under the laws of Texas, hereinafter usually referred to as Second Party) hereby contracts with said Second Party to cause the duly qualified and acting Tax Assessor and Tax Collector of First Party to perform for Second Party certain services, duties and official acts, as follows:

1.

The term of this agreement shall extend from the time the Tax Assessor and Collector of First Party actually may qualify as Tax Assessor and Collector for Second Party to midnight on December 31, 1938, or until such time as there may be a duly elected and qualified successor to John Bourland, who now is the qualified Tax Assessor and Collector for First Party; and:

(a) The said John Bourland, or any successor to his office within the life of this agreement, will qualify to serve Second Party as its Tax Assessor and Collector by the giving of a surety company bond, or bonds, payable to Second Party in such sum, or sums, as Second Party from time to time may desire, it being understood that the premiums on such bonds shall be paid by Second Party and that such bonds shall be subject to approval by the Directors of Second Party; whereupon said Tax Assessor and Collector for First Party will become established as Tax Assessor and Collector for Second Party; and:

(b) The said John Bourland, as Tax Assessor and Collector, or any successor of his in the office now held by him, shall perform for Second Party, all and singular, the same duties which he (or they) lawfully is (or are) required to perform concerning taxes of the State and County; all to be done in time, manner and form as provided by Section 1 of Chapter 340, page 792 of the General Laws of the 44th Legislature of Texas, Acts of 1935, also found as Article 7880-33 page 1443 of the Vernon's Texas Statutes of

1936, to which reference here is made as part hereof; and:

(c) All interest which may become payable to First Party or its Tax Assessor and Collector as interest on daily balances which may be composed of money collected for Second Party and, for convenience, be temporarily deposited in the Depository of First Party or the Depository of its Tax Collector, shall be paid over to Second Party, periodically as said interest may accrue and be paid; and:

2.

As consideration for the foregoing agreement, to be kept and performed by First Party and its duly qualified Tax Assessor and Collector, Second Party reciprocally hereby does contract and agree, as follows:

(a) The Board of Directors of Second Party annually will levy its ad valorem taxes and certify the same to the Tax Assessor and Collector of First Party in such timely manner as will not delay preparation of the county's tax rolls for any given year; and:

(b) It will provide all surety company bonds deemed by it to be required as assurance for the faithfulness of the Tax Assessor and Collector, (in his capacity as Tax Collector) and will pay the premium or premiums thereon, to the end that the duty added by this contract will not become a burden upon the official bond given by the Tax Collector to First Party; and:

(c) Second Party will pay to the Tax Assessor and Collector of First Party, for its use and benefit, and to be computed as fees of office of said Tax Assessor and Collector, the total sum of \$ 5,500.00, payable \$ 2,750.00 in each of the years 1937 and 1938, in installments, as follows:

On February 15th	\$ 1,750.00
On July 15th	<u>1,000.00</u>
<u>T O T A L</u>	\$ 2,750.00

However, the provisions of this paragraph shall be subject to the provisions next herein stated, i.e.:

(d) If, for any reason whatever, there be a failure on the part of First Party to procure its Tax Assessor and Collector to well and truly perform the duties as Tax Assessor and Collector for Second Party, then Second Party shall have no obligation to make further payments hereunder until

such failure or default shall have been amended.

In evidence of the lawful execution hereof each of the contracting parties, under appropriate recorded authorization by its administrative body, has caused these presents to be executed by its proper officers, each in the manner provided by the laws appropriate to control it, <sup>as to</sup> ~~on~~ this 31<sup>st</sup> day of December, A.D. 1936.

ATTEST:

TARRANT COUNTY

*Mr. G. J. Sullivan*  
County Clerk

By *R. D. ...*  
County Judge

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

ATTEST:

*Irland Hampton*  
Asy Secretary  
Acting

By *C. A. ...*  
Chairman of Committee on Or-  
ganization. *President*