

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
17TH DAY OF FEBRUARY, 1949, 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
Gaylord J. Stone
W. L. Pier

Also present were Sidney L. Samuels, General Attorney, and C. L.
McNair, General Manager.

Director Hogsett acted in his capacity as President, and
Director Priest acted in his capacity as Secretary, whereupon pro-
ceedings were had and done as follows:

1.

The Directors had previously received copies of a Reg-
ular Meeting held on January 18, 1949, at 1:30 P.M. Having found
no objections thereto, it was ordered that they be approved, signed
and placed of record.

2.

Attached to these Minutes as Exhibit "A" is a state-
ment of the financial condition of this District to which reference
is made. Exhibit "A" shows that interim voucher-checks #632 to
#648, inclusive, for the total sum \$2,120.68 had been issued since
the last meeting; also proposed voucher-checks #649 to #664, in-
clusive, for the total sum \$3,190.63. There was full consideration

of the proposed voucher-checks and the data to support same, whereupon Director Priest moved, seconded by Director Pier, that the issued voucher-checks above listed be confirmed, and that the accounts payable be approved as covered by the proposed voucher-checks and that such checks be issued and delivered to the respective persons entitled to receive them. It was so ordered, subject to the usual audit.

3.

The monthly report dated February 17, 1949, of Mr. C. L. McNair, General Manager, for the month of January, 1949, was received, presented, and ordered filed as Exhibit "B" to these Minutes.

4.

Mr. McNair presented certain proposals for lease of District lands for the year 1949, which he recommended for approval, as follows:

<u>PROPOSAL OF</u>	<u>APPROX. ACRES.</u>	<u>TOTAL CONSIDERATION</u>
W. J. Dunaway	37.87	\$ 20.00
C. B. Howard	0.54	50.00
R.W. Heavener	136.53	204.79
C. L. McNair	220.30	165.22
E. L. Smith	448.43	700.00
R. H. (Bob) Smith	15.00	150.00

Upon consideration of each of the above lease proposals, Director Hill moved, seconded by Director Pier, that the said pro-

posals be approved and closed in the usual manner, subject to the payment of the agreed rentals and execution of written contracts in the form required by the District. It was so ordered.

5.

Following the above proceedings, Mr. McNair, General Manager of the District, presented a written request dated February 7, 1949, from Mr. Cecil Lancaster, a lessee of the District, for the transfer and assignment of his interest in a certain land lease for the year 1949, to David Green and Jack Gregory. Upon recommendation of Mr. McNair, Director Hill moved, seconded by Director Pier, that the transfer and assignment of the land lease be approved, subject to Mr. Green and Mr. Gregory giving the District their written acceptance of the lease. It was so ordered.

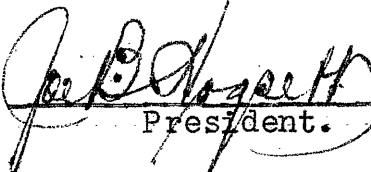
6.

Mr. Samuels presented the executed contract between this District and the Commissioners' Court of Tarrant County, Texas, for the assessment and collection of taxes by the Tax Assessor and Collector of Tarrant County, for this District, for the two-year period, beginning January 1, 1949.

Director Stone moved, seconded by Director Priest, that the said contract be received and filed as Exhibit "C" to these Minutes. It was so ordered.

7.

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



President.



Secretary.

Exhibit 'A' TO MINUTES OF FEBRUARY 17-18

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
VOUCHER-CHECKS ISSUED JANUARY 31, 1949, #632 TO #648, INCLUSIVE.

<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>
632	Sidney L. Samuels		(Legal Services as General Attorney, January, 1949.)	\$ 300.00
633	C. L. McNair		(Salary, January, 1949 \$600.00) (Less: Withholding Tax 67.70)	532.30
634	E. B. Cheatham		(Salary, January, 1949 \$350.00) (Less: Withholding Tax 27.10)	322.90
635	Myrtle Hartmeister		(Salary, January, 1949 \$185.00) (Less: Withholding Tax 19.50)	165.50
636	B. W. Bintliff		(Salary, January, 1949 \$225.00) (Less: Withholding Tax 17.20)	207.80
637	Will Massingill		(Salary, January, 1949 \$165.00) (Less: Withholding Tax None)	165.00
638	W. H. Hutcheson		(Salary, January, 1949 \$175.00) (Less: Withholding Tax 9.40)	165.60
639	Southwestern Bell Telephone Co.		(Phone Service: 3-2848 { from January 11, 1949 to Feb. 10, 1949. . . . \$ 14.50 } (E. M. Phone 6-3398: { From Jan. 16, 1949 to Feb. 16, 1949. . . . 19.00 })	33.50
640	Texas Power & Light Company		(Electric service: Custodian's { Residence, B. P. . . . \$ 10.14 } (Bridgeport Camphouse 2.15)	12.29
641	Bill King		(Labor at Bridgeport, Jan. 1949) (16 hours @ .60¢ per hr. \$9.60) (Less: Withholding Tax .40)	9.20
642	Joe B. Hogsett		Director's Fees, January, 1949	10.00
643	Houston Hill		Director's Fees, January, 1949	10.00
644	Dan H. Priest		Director's Fees, January, 1949	10.00
645	Gaylord J. Stone		Director's Fees, January, 1949	10.00
646	W. L. Pier		Director's Fees, January, 1949	10.00
647	Texas Electric Service Co.		(Electric Service: Custodian's { Residence, E. M: \$ 9.65 } (E. M. Range Lights: 5.64)	15.29
648	Continental National Bank, Fort Worth, Texas.		Withholding Tax	<u>141.30</u>
TOTAL				\$ 2,120.68

DISTRIBUTION OF VOUCHER-CHECKS #632 TO #648, INCL.

Directors	\$	50.00
General Manager		600.00
Office		549.50
Legal		300.00

EAGLE MOUNTAIN LAKE:

Custodian's Salary	\$	225.00	
Assistant Custodian's Salary		165.00	
Phone Service		19.00	
Electric Service: (E.M. Residence	\$9.65		
(E.M. Range Lights	5.64	<u>15.29</u>	424.29

LAKE BRIDGEPORT:

Custodian's Salary	175.00	
Labor	9.60	
Electric Service: (Custodian's Res.	10.14	
(Camphouse	<u>2.15</u>	<u>196.89</u>

T O T A L \$ 2,120.68

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

VOUCHER-CHECKS #649 TO #664, INCLUSIVE.

<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>AMOUNT</u>
649	Danciger Building		Office rent, February, 1949	\$ 95.00
650	A. B. Blue		Sharpen One Circle Paw, EM	1.50
651	Tri-County Elec. Coopera- tive, Inc.		(Electric Serv. for E. M. (Range Lights. . . . \$ 8.06) (24-100 Watt-130 volt (bulbs @ .23¢ ea. <u>5.52</u>)	13.58
652	Banner Service Station		(Oil and Gas and parking Dis- (trict's Chevrolet Sedan dur- (ing the month of January, 1949)	42.42
653	Fort Worth Typewriter Exchange		(One Remington Ribbon \$1.25) (One Box carbon paper (9x14 (#1475) <u>3.50</u>)	4.75
654	Frank Kent Motor Company		Labor & Parts for EM Ford Pickup	2.80
655	J. Edwin McKee, Postmaster		200 Three-Cent Postage Stamps	6.00
656	The Pearson Agency		(Annual Premium on Bond of W.H.) (Hutcheson, as Deputy Sheriff, (Wise County, Texas.)	10.00
657	Mitchell, Gartner & Thompson		(Annual Premium on Bonds of Dir- (ectors of this District \$125.00) (Bonds of B. W. Bintliff (and Will Massingill, as (Deputy Sheriffs of (Tarrant County, Texas. <u>20.00</u>)	145.00
658	Lawrence, Highfill & Terry		(Two years Premium on Bond of (Elbert Reed Stewart as Tax (Assessor & Collector of this (District for years 1949 and 1950)	925.00
659	Roberts & Rhea		(Premium for 3 years: 1-25-49 to (1-25-52 on \$2,000.00 Fire and (extended Coverage on House on (R. A. Stuart Tract of land.)	60.00

Continued.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #649 TO #664, INCLUSIVE.

Cont.

<u>NO.</u>	<u>I S S U E D T O</u>	<u>C O V E R I N G</u>	<u>AMOUNT</u>
660	Woodrow L. Starnes, County Clerk, Wise County	(Recording following instruments: Deed of Easement-Pannill \$3.00 " " -White 3.75 " " -Moore 3.00 " " -Tarleton 3.50 Carbon Copy of petition <u>15.00</u> Gasperson case)	\$ 28.25
661	Continental Oil Company	Oil & Gas-District's Chev. Sedan	4.64
662	Magnolia Petroleum Company	(E. M. Oil & Gas: Boats \$17.85 Truck <u>20.74</u>)	38.59
663	Elbert Reed Stewart, Tax Assessor & Collector	(Payment due February 15, 1949) (for assessing & Collecting taxes of this District as per signed agreement.)	1,800.00
664	C. L. McNair	(Reimbursement to him for moneys expended by him for account of the District, January 1, 1949 to February 13, 1949, inclusive.)	<u>13.10</u>
T O T A L			\$ 3,190.63

DISTRIBUTION OF VOUCHER-CHECKS #649 TO #664, INCL.

Directors	\$	125.00
General Manager		49.36
Office		105.75
Legal		28.25
Insurance: 2 Years' Premium on House on R. A. Stuart Tract		60.00
Assessing and Collecting Taxes		2,725.00

EAGLE MOUNTAIN LAKE:

Electric Service	\$ 13.58	
Labor & Parts for Pickup Truck	2.80	
Miscellaneous	12.30	
Bond of B. W. Bintliff and Will Massingill, As Deputy Sheriff	20.00	
<u>Oil and Gas:</u>		
Boats	\$ 17.85	
Truck	<u>20.74</u>	
	<u>38.59</u>	87.27

LAKE BRIDGEPORT:

Bond of W. H. Hutcheson, as Deputy Sheriff	\$ 10.00	<u>10.00</u>
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TOTAL 1 \$ 3,190.63

CONDITION OF FUNDS

	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE: January 18, 1949-Cash	\$ 71,173.35	\$ 83,668.44
Receipts: Taxes, Penalty and Interest	14,639.89	52,285.29
Bonus for oil and gas lease	2,305.56	--- --
Interest from Sinking Fund Investment	--- --	1,250.00
Land Rentals	1,495.00	--- --
Miscellaneous	1.00	--- --
	<u>\$ 89,614.80</u>	<u>\$137,203.73</u>
Less: Disbursed by vo-cks #632 to #648, inclusive:	<u>2,120.68</u>	<u>--- --</u>
	\$ 87,494.12	\$137,203.73
Less: Disbursed by vo-cks. #649 to #664, inclusive:	<u>465.63</u>	<u>2,725.00</u>
BOOK BALANCE: February 17, 1949	\$ 87,028.49	\$134,478.73

NOTE: The Interest and Sinking Fund now owns \$350,000.00 par value United States Government Securities.

The Maintenance Fund now owns \$100,000.00 par value United States Government Securities.

BOARD C DIRECTORS

JOE B. HOGSETT, PRES.
HOUSTON HILL, VICE-PRES.
DAN H. PRIEST, SEC'Y
GAYLORD J. STONE
W. L. PIER

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

DANCIGER BUILDING - COR. 5TH AND THROCKMORTON STS.

PHONE 3-2848

FORT WORTH 2, TEXAS.

SIDNEY L. SAMUELS,
GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

ED. B. CHEATHAM,
OFFICE MANAGER

February 17, 1949.

Exhibit "B" to Minutes
of February 17, 1949.
AT 1:30 P.M.

To: The Board of Directors,
Tarrant County Water Control and
Improvement District Number One.

REPORT FOR JANUARY, 1949.

Gentlemen:

The rainfall for January was above normal
with run-off being negligible for the quantity of rainfall.

Loss in storage at Bridgeport Lake for January
was 4000 acre feet, and gain in Eagle Mountain Lake was
5,932 acre feet.

The total storage in both lakes on February 1,
1949, was 263,460 acre feet.

Respectfully,

C. L. McNair

C. L. McNair, General Manager.

CLM: mh

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, a Contract has been made and entered into between Tarrant County, a sub-division of the State of Texas, on the one hand, and the Tarrant County Water Control and Improvement District Number One, A Municipal Corporation under the laws of Texas, on the other hand; the terms of which the Assessor and Collector of Taxes for Tarrant County has been chosen by the parties as the Assessor and Collector of Taxes for said Tarrant County Water Control and Improvement District Number One, for a period of two years, beginning on January 1, 1949, and terminating at midnight on December 31, 1950, and

WHEREAS, in virtue of said contract, Elbert Reed Stewart, who is now the duly elected and qualified Tax Assessor and Collector of Taxes for Tarrant County, has accepted the performance of said duties for said Tarrant County Water Control and Improvement District Number One as contemplated by law in such case made and provided:

NOW THEREFORE, ELBERT REED STEWART, as Principal and AMERICAN SURETY COMPANY, of New York, N. Y., as Surety, do hereby acknowledge ourselves jointly and severally bound and firmly obligated to pay to the Tarrant County Water Control and Improvement District Number One, 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. Provided, however, that if the said ELBERT REED STEWART, Principal, herein shall faithfully perform his duties under the aforesaid contract in keeping with all the appropriate laws thereof, and that he will well and truly pay over and deliver to the said Tarrant County Water Control and Improvement District Number One, all moneys, funds or other things of value coming into his hands, as such officer, as and when the same should be paid or delivered, then this bond to be null and void, but otherwise to remain in full force and effect.

In case the Obligee herein (the said Tarrant County Water Control and Improvement District Number One) should elect to take additional security for the debts of the said Elbert Reed Stewart, the obligation of this bond shall be wholly exhausted before resort is had for such additional security or bond.

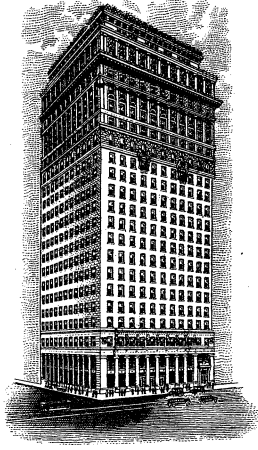
IN WITNESS, WHEREOF, the said ELBERT REED STEWART has hereunto subscribed his name as Principal; the said AMERICAN SURETY COMPANY, by and through its authorized agent, has hereunto subscribed its name as Surety, on this the 1 day of January, A. D. 1949.

Elbert Reed Stewart
ELBERT REED STEWART

AMERICAN SURETY COMPANY

By

[Signature]
Attorney-in-fact, Surety



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company

OF NEW YORK.

ORGANIZED 1884.

P. A. 25390

LIMITED POWER OF ATTORNEY

Know all Men by these Presents:

That the AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, of No. 100 Broadway, in the City of New York, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint

————— H. A. LAWRENCE, F. M. HIGHFILL and W. H. A. TERRY of FORT WORTH, —————
————— TARRANT COUNTY, TEXAS, each, —————

its true, sufficient and lawful attorney, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, bonds, undertakings, or obligations as follows:

————— Any and all bonds not exceeding in
amount Fifty Thousand Dollars (\$50,000), in
any single instance, for or on behalf of this
Company, in its business and in accordance
with its charter, —————

hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said AMERICAN SURETY COMPANY OF NEW YORK could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

In Witness Whereof, the said AMERICAN SURETY COMPANY OF NEW YORK has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of New York on this **18th day of September, 1941.**

(Seal)

AMERICAN SURETY COMPANY OF NEW YORK,

By (Signed) D. H. COOK

Vice-President.

ATTEST: (Signed) H. E. ISING

Assistant Secretary.

At a regular meeting of the Executive Committee of the AMERICAN SURETY COMPANY OF NEW YORK, held at the office of the Company at No. 100 Broadway, in the City of New York, on the fourteenth day of June, 1938, the following resolution was adopted:

"Resolved, That the President, or one of the Vice Presidents, and the Secretary, or one of the Assistant Secretaries, or one of the Attorneys, be and they hereby are authorized and empowered to make, execute and deliver, in behalf of the Company, unto such person or persons as they may from time to time select, its power of attorney constituting and appointing each such person its Attorney in Fact, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, as surety, such bonds, undertakings or obligations as may be required."

STATE OF NEW YORK,

COUNTY OF NEW YORK,

} ss.:

I, **H. E. ISING**, Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

(Seal)

Given under my hand and the seal of the Company at the City of New York, this 18th day of September, 1941.

(Signed) H. E. Ising

Assistant Secretary.

STATE OF NEW YORK :

SS

COUNTY OF NEW YORK:

On this 21st day of October, 1941, before me personally appeared H. E. ISING, Assistant Secretary of the American Surety Company of New York who, being duly sworn, did depose and say: that the foregoing instrument is a full, true and correct copy of that certain power of attorney issued on the 18th day of September, 1941, authorizing H. A. LAWRENCE, F. M. HIGHFILL and W. H. A. TERRY of FORT WORTH, TEXAS to execute, individually, certain bonds on behalf of the American Surety Company of New York, that said power of attorney has not been revoked and that the provisions of the charter of said Company under which the said power of attorney was issued, have not been changed.

[Signature]
Assistant Secretary

Subscribed and sworn to before me this 21st day of September, 1941.

Belle L. Rehberger
BELLE L. REHBERGER
Notary Public, Kings County
Kings Co. Clerk's No. 384, Reg. No. 3045
New York Co. Clerk's No. 159, Reg. No. 3-R-111
My Commission Expires March 30, 1943

State of New York, City and County of New York, ss.:

On this 18th day of September in the year 1941 before me personally came D. H. COOK to me known, who, being by me duly sworn, did depose and say: That he resides in MORRISTOWN, NEW JERSEY; that he is the Vice President of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed to said instrument by order of the Board of Trustees of said Corporation; and that he signed his name thereto by like order.

(Seal)

F. H. IVERS
Notary Public, Bronx County
Bronx Co. Clerk's No. 10, Reg. No. 5-I-43
New York Co. Clerk's No. 17, Reg. No. 3-I-13
My Commission Expires March 30, 1943

THE STATE OF TEXAS, }
 } }
COUNTY OF TARRANT. } }

KNOW ALL MEN BY THESE PRESENTS:

INASMUCH as it is contemplated by the provisions of Article 7880-33 of Vernon's Civil Statutes of Texas, that the Tarrant County Water Control and Improvement District Number One may select the County Assessor and Collector of Taxes for Tarrant County to act as such Assessor and Collector for said Tarrant County Water Control and Improvement District Number One, now these presents are to certify:

Tarrant County a body politic and a sub-division of the State of Texas, with its County Seat at Fort Worth, agrees upon the consideration hereinafter set out to have its Tax Assessor and Collector to serve in such capacity to perform all such duties for the Tarrant County Water Control and Improvement District Number One, for a period of time to begin on January 1, 1949, and to terminate at midnight of December 31, 1950.

NOW, THEREFORE: In consideration of the reciprocal obligations to be kept and observed by said Tarrant County Water Control and Improvement District Number One, hereinafter designated as second party, and the obligations to be performed by the Tax Assessor and Collector of said Tarrant County, which is hereinafter designated as first party, it is agreed:

1.

Elbert Reed Stewart, who is now the duly qualified and elected Tax Assessor and Collector of Tarrant County, Texas, and his Successors in office, shall perform for second party all and singular the same duties with respect to the Assessment and Collection of Taxes for said District (second party herein), which he, the said Tax Assessor and Collector, performs for Tarrant County itself, which duties are governed by statute relating to Tarrant County and to the District herein.

2.

The moneys collected for the second party shall be deposited by the Tax Assessor and Collector in the Depository of the County, and the interest thereon shall be paid over to the District periodically as said interest may accrue and be paid over to Tarrant County, or to such Assessor and Collector.

3.

The said Tax Assessor and Collector shall pay over to the District (second party herein) at the expiration of each calendar month during the life of this contract, the taxes with penalties and interest, if there be any, theretofore collected by him for and on behalf of the District.

4.

As consideration for the foregoing agreement and the duties to be performed thereunder by Tarrant County and its duly qualified Tax Assessor and Collector, second party (the District herein) does hereby contract and agree to do and perform the following things:

(a) The Board of Directors of second party will annually levy its ad valorem taxes and certify the same to the Tax Assessor and Collector of Tarrant County in such time and manner as will not delay the preparation of the County Tax Rolls for any given year.

(b) It, second party, (the District herein) will pay the premium or premiums upon the bond which the said Tax Assessor and Collector shall make to the said District for the faithful performance of his duties in collecting and assessing said taxes, and in paying the same over to the District as hereinabove provided.

(c) The second party (the District herein) will pay to the Tax Assessor and Collector of Tarrant County for the use and benefit of the County, to be computed as fees of office, for the performance of the services herein contemplated for the two-year period, the total sum of \$6,600.00, of which sum total \$3,300.00 shall be paid in the year 1949, and \$3,300.00 in the year 1950, in the following installments:

On February 15, 1949	\$ 1,800.00
On July 15, 1949	1,500.00
On February 15, 1950	1,800.00
On July 15, 1950	1,500.00

The services to be performed under the terms of this contract on behalf of second party, (the District herein), shall be fully and completely performed during the entire period of two years set out in this agreement, and should there be failure or default in the performance of said duties, then, there shall be no further obligation on the part of second party to pay for any further period of time following such default.

IN WITNESS, WHEREOF, Tarrant County, (First Party herein) and the Tarrant County Water Control and Improvement District Number One, (the second party herein) has caused these presents, pursuant to authority, to be executed by its proper officers on this the 10 day of Feb, A. D. 1949

TARRANT COUNTY

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

BY Geo Brown
County Judge.

By J. B. Hoge
President.

ATTEST:

ATTEST:

Melvin "Mel" Faulk
County Clerk.

Sam H. Hoge
Secretary.

By: Jean Harris, Deputy

BE IT REMEMBERED: That the Commissioners Court of Tarrant County in regular session on this 10 day of Feb., 1949 considered, heard and had read the petition of Tarrant County Water Control and Improvement District Number One, wherein it was sought to enter into a contract with Tarrant County under which, said District should be provided with the services of Tarrant County and the duly elected and qualified Assessor and Collector of Taxes in the matter of the assessment, equalization, enrollment and collection of taxes on behalf of the District for and during the years 1949 and 1950, in accordance with the law in such case made and provided on behalf of said District by Article 7880-33 of Vernon's Civil Statutes of Texas. Along with said petition, there was presented to the Court a proposed contract for the foregoing services to be performed by the Tax Assessor and Collector of Tarrant County, which proposed contract was and is satisfactory in form and substance to the Court and its contents and test adopted, approved and ratified. Said contract is made a part of these Minutes and incorporated herein as if specifically set up and made a part of this order. After full consideration of said proposal and the contract so tendered to the Commissioners Court by the said Tarrant County Water Control and Improvement District Number One, Commissioner O'Farrell, seconded by Commissioner Owens, moved that the contract be approved for execution and delivery, and that the Honorable Gus Brown, in his capacity as County Judge of Tarrant County, and the appropriate officers of the Commissioners Court, be authorized, empowered and instructed to execute said contract

in duplicate in the name of Tarrant County, and that one of said duplicates be retained in the permanent records of Tarrant County, and that another one of said duplicates bearing the signatures aforesaid of Tarrant County by and through the County Judge, be delivered to the agents of the Tarrant County Water Control and Improvement District Number One; and, it further appearing that said contract bears the signature of Tarrant County Water Control and Improvement District Number One, by and through its President, Joe B. Hogsett; that said contract be, and the same is adopted as the contract of Tarrant County in relation to the subject matter thereof.

Upon a vote being taken, all the Commissioners voting aye thereon, with no dissenting or negative vote, the motion was then declared carried and its adoption so ordered.

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
17TH DAY OF FEBRUARY, 1949, 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
Gaylord J. Stone
W. L. Pier

Also present were Sidney L. Samuels, General Attorney, and C. L.
McNair, General Manager.

Director Hogsett acted in his capacity as President, and
Director Priest acted in his capacity as Secretary, whereupon pro-
ceedings were had and done as follows:

XXXXXXXXXXXXX

EXCERPT.

-6-

Mr. Samuels presented the executed contract between this
District and the Commissioners' Court of Tarrant County, Texas, for
the assessment and collection of taxes by the Tax Assessor and Coll-
ector of Tarrant County, for this District, for the two-year period,
beginning January 1, 1949.

Director Stone moved, seconded by Director Priest, that
the said contract be received and filed as Exhibit "C" to these
Minutes. It was so ordered.

XXXXXXXXXXXXX

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE
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Gaylord J. Stone
W. L. Pier

Also present were Sidney L. Samuels, General Attorney, and C. L.
McNair, General Manager.

Director Hogsett acted in his capacity as president, and
Director Priest acted in his capacity as secretary, whereupon pro-
ceedings were had and done as follows:

XXXXXXXXXXXXXXXXXXXX

EXCERPT.

-9-

The Board then took up and considered a communication
in writing dated January 13, 1949, from Jean Harris, Clerk of the
Commissioners' Court of Tarrant County, Texas, setting out that the
Commissioners' Court of Tarrant County had requested that the com-
pensation to be paid by Tarrant County Water Control and Improvement
District Number One for the assessment and collection of taxes by
the Tax Assessor and Collector of Tarrant County for the two-year
period, beginning January 1, 1949, be fixed at \$3,300.00 per annum.

The clerk enclosed with such communication a Resolution copied from the Minutes of the Commissioners' Court of Tarrant County at a Regular Session held on January 13, 1949, in which the Commissioners' Court requested that the compensation so to be paid by Tarrant County Water Control and Improvement District Number One be increased to the maximum prescribed in Article 7880, Sec. 33, which maximum was and is \$3,300.00 per annum, and that the contract proposed by the District make provision for such maximum compensation.

Upon consideration of such communication, it was moved by Director Hill, seconded by Director Stone, that the compensation to such Tax Assessor and Collector for said services for the full period of two years beginning January 1, 1949, and terminating at midnight of December 31, 1950, be increased to \$3,300.00 per annum, the maximum allowed by statutory law, and that the contract make provision for the payments to be made as follows:

On February 15, 1949	\$ 1,800.00
On July 15, 1949	1,500.00
On February 15, 1950	1,800.00
On July 15, 1950	1,500.00

The motion having been put to the Board, all the Directors voted "aye" thereon, and it was so ordered.

It was further ordered by the Board, that the attorneys for the District should see to it that the matter be arranged in conformity with the order of the Board.

XXXXXXXXXXXXXXXXXXXX

Independent Schools
Wages pay.

For Assessing - 485,656.70 @ 1% = 4856.57

For ~~Collecting~~ ~~#77~~
Current 4156.18.24 @ 1% 4156.18
Delinq 61815.95 @ 5% 3090.80

\$ 12,103.55

COUNTY WOULD PAY

For Assessing =

First	2,000,000	@	2 1/2 %	=	500.00
Net	2000,000	@	1 7/8 %	=	375.00
Base	147,768,000	@	1 1/8 %	=	16,623.90

17,498.90

For Assessing

For Collecting =

415,618.24 Current

61,815.95 Delin,

477,434.19 @ 1/4% = 5967.93

61,815.95 Delin @ 5% = 3090.80 9058.73

} \$ 26,557.63

County would pay for
Assessing + Collecting above
value + tax