

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD IN THE DISTRICT OFFICE IN FORT WORTH, TEXAS, ON THE  
5TH DAY OF SEPTEMBER, 1951, AT 1:30 P.M.

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

PRESENT

Joe B. Hogsett  
Houston Hill  
Dan H. Priest  
Gaylord J. Stone

ABSENT

W. L. Pier (Out of City)

Also present were Sidney L. Samuels, General Counsel 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 the  
minutes of July 20, 1951, held at 1:30 P.M. Having found no ob-  
jections thereto, it was ordered that they be approved, signed and  
placed on record.

2.

Attached to these minutes as Exhibit "A" is a statement  
of the financial condition of this District to which reference is  
made. Exhibit "A" shows that interim voucher-checks #2098 to  
#2118, inclusive, for the total sum \$3,709.80, had been issued  
since the last meeting; also proposed voucher-checks #2119 to #2131,  
inclusive, for the total sum \$623.24. There was full consideration  
of the proposed voucher-checks and the data to support same, where-

upon Director Priest moved, seconded by Director Hill, 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 of the Auditors, Pitner and Adams, for the month of July, 1951, was ordered received and filed.

4.

The monthly report dated August 14, 1951, of Mr. C. L. McNair, General Manager, for the month of July, 1951, was received, presented and ordered filed as Exhibit "B" to these minutes.

5.

The matter of the contract for the assessment and collection of taxes of the District, and the employment of an Assessor and Collector for that purpose, as contemplated by Art. 7880-33 of Vernon's Civil Statutes of Texas, and by the terms of Ch. 218, S.B. No. 398, passed and adopted at the Regular Session of the 52nd Legislature, approved by the Governor of Texas, on May 17, 1951, which legislation became effective by its terms on May 17, 1951, came before the Board for immediate attention.

Thereupon, the President read to the Board, and there was introduced before it, a letter dated September 5, 1951, addressed to the Commissioners Court of Tarrant County, Texas, with respect to the assessment and collection of taxes for the District for the period beginning January 1, 1951, and expiring December 31, 1952. The letter, in substance, stated that the Board of Directors of this District,

requested the Commissioners Court, to whom the communication was addressed, to consider a contract prepared by the District concerning the employment of the County Tax Assessor and Collector for the collection of taxes of the District for the period of two years, beginning January 1, 1951, and ending December 31, 1952. Accompanying the letter to said Commissioners Court, was the form of the contract prepared by the District, through the advice of its attorney, which provided that the present incumbent of the office of County Assessor and Collector, and his successors in office, shall perform for the District the same duties with respect to the assessment and collection of taxes for said District within the period of time above mentioned, 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 this District. The contract, in substance, provided that all moneys collected for the District from taxes by said Assessor and Collector should be deposited by that officer in the Depositary of Tarrant County, and that the interest thereon should be paid over to the District periodically as said interest might accrue, and be paid over to Tarrant County, or to such said Assessor and Collector. Said contract further provides in substance, that the said Tax Assessor and Collector should pay over to this District, at the expiration of each calendar month during the life of the contract, the entire gross amount of taxes, with penalties and interest, if there be any, so collected by said Assessor and Collector, for and on behalf of the District. Said contract also contained the further provision as to the consideration to be paid for the performance of said services for the District by said Assessor and Collector, as follows:

#3

(a) The Board of Directors of the District would annually levy its ad valorem taxes and certify same to the said Tax Assessor and Collector in such time and manner as would not delay the preparation of the County Tax rolls for any given year;

(b) That the District herein would pay the premium or premiums on the official bond of such Tax Assessor and Collector as required 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) That the District would pay to the Tax Assessor and Collector, for the use and benefit of Tarrant County, to be computed as fees of office for the performance of services set out in said contract, as provided by the terms of Ch. 218, S.B. 298, passed and adopted at the Regular Session of the 52nd Legislature, approved by the Governor of Texas, on May 17, 1951, which legislation became effective by its terms on May 17, 1951.

It was provided and so agreed in the contract that the County Assessor and Collector of Tarrant County shall receive as consideration for the performance of his services in behalf of such legislation, as fees of office by virtue of Sec. 2, of S.B. 398, One (1%) per cent of the total taxes of said District, shown on the completed roll for assessing said taxes, and One (1%) per cent for collecting the whole or any part of said taxes shown on said roll; with a further provision that said Assessor and Collector should receive for the collection of delinquent taxes of the District to be computed as fees of office, Five (5%) per cent of the amount of such delinquent taxes so collected.

It was further provided, in substance, in said contract, that inasmuch as the total amount of taxes for the District could not be determined until the Tarrant County Tax Rolls, on which the District's taxes are entered, are completed and balanced, which is usually accomplished during the latter part of August or September of each year, it was agreed that the Tax Assessor and Collector will, during the months of November, 1951, and November, 1952, respectively, render an itemized statement to the District, showing in detail the amount of fees due him for assessing such taxes for the District for the year 1951, and for the year 1952, respectively, and when same has been approved by the Directors of the District, an appropriate voucher-check will be issued and delivered to the Tax Assessor and Collector in payment therefor, on or before December 15, 1951, and on or before December 15, 1952, respectively.

It was also further distinctly provided in the contract, that in the matter of the amount of fees due for assessing taxes for the year 1951, the District is to have a credit thereon of \$1,800.00, the amount heretofore paid by the District to the Assessor and Collector in February, 1951.

It was further provided in said contract, that beginning with the month of August, 1951, and continuing during the life of the contract, the said Assessor and Collector is to render monthly an itemized statement to the District, showing in detail the amount of fees due him for the taxes collected for the District for the preceding calendar month, (which in this particular case, would be for the month of July, 1951), and that when same shall have been approved by the Board of Directors of the District, an appropriate

voucher-check would be issued to the Tax Assessor and Collector in payment therefor on the 15th day of the following month.

These are the salient provisions of the contract between the parties aforesaid.

Said contract was signed by the District, by and through Joe B. Hogsett, President, and attested by Dan H. Priest, Secretary, and was submitted on the 6th day of September, 1951, to the Commissioners Court of Tarrant County, Texas, on which day the same was adopted and approved by said Court, and was executed on behalf of Tarrant County, by Gus Brown, County Judge, and attested by Melvin (Mel) Faulk, County Clerk, by and through Jean Harris, Deputy. The seal of the Commissioners Court was thereunto impressed, and same was entered upon the minutes of the Commissioners Court upon the same day, the 6th of September, 1951, and ordered by said Commissioners Court, under and by virtue of said Commissioners, to be placed on record. The contract as executed by the parties thereto, was returned to the District, and is attached in folio to these minutes.

The foregoing matters were approved by all Directors present, as the act and deed of this District, concerning the matters embraced in said contract.

6.

President Hogsett reported that, acting under authorization granted him by the Board of Directors of the District, at a meeting held on July 20, 1951, he had made exchanges or reinvestments through the Fort Worth National Bank, as follows:

(a) Exchanged par for par \$150,000.00, (\$50,000.00 owned by Interest and Sinking Fund; \$100,000.00 owned by the Maintenance Fund), 1-1/4% United States Treasury Notes, Series E, 1951, dated

July 1, 1950, maturing August 1, 1951, for a like amount of 1-7/8% United States Certificates of Indebtedness, Series B-1952, dated August 1, 1951, maturing July 1, 1952, The District received \$2,034.26 interest on the maturing notes; \$678.10 of which was deposited in the Interest and Sinking Fund and \$1,356.16 was deposited in the Maintenance Fund.

(b) Out of the proceeds of \$7,000,000.00 maturity value of United States Treasury Bills, dated May 10, 1951, maturing August 9, 1951, there was reinvested the sum \$6,971,286.00 in United States Treasury Bills, dated August 9, 1951, maturity November 8, 1951, (maturity value \$7,000,000.00). The difference in the proceeds of the matured bills and the cost of the Bills maturing November 8, 1951, amounting to \$28,714.00 was deposited in the Construction Fund.

(c) Out of the proceeds of \$200,000.00 (\$100,000.00 owned by the Interest and Sinking Fund and \$100,000.00 owned by the Maintenance Fund), maturity value of United States Treasury Bills, dated May 17, 1951, maturing August 16, 1951, there was reinvested \$99,580.00 for each of the above named funds, in United States Treasury Bills, dated August 16, 1951, maturity November 15, 1951, The difference in the proceeds of the matured Bills and the cost of the Bills maturing November 8, 1951, amounted to \$840.00, of which \$420.00 was deposited in the Interest and Sinking Fund and \$420.00 was deposited in the Maintenance Fund.

(d) Out of the proceeds of \$50,000.00 maturity value of United States Treasury Bills, dated May 24, 1951, maturing August 23, 1951, owned by the Maintenance Fund, there was reinvested

the sum of \$49,789.00 in United States Treasury Bills, dated August 23, 1951, maturity November 23, 1951. The difference in the proceeds of the matured Bills and the cost of the Bills maturing November 23, 1951, amounted to \$211.00, which amount was deposited in the Maintenance Fund.

President Hogsett then presented Five (5) Safekeeping Department Trust Receipts, SK. No. B46095; SK. No. B46161; SK. No. B46201; SK. No. B46202 and SK. No. B46225, issued to this District by The Fort Worth National Bank, Fort Worth, Texas, for the above described securities.

The Five (5) receipts were ordered to be deposited for safekeeping in lock box #984 at the Continental National Bank of Fort Worth, the Depository of the District.

All the Directors present voted to receive such Trust Receipts and to have same deposited as above mentioned, for safekeeping, and the action of said President in the foregoing matters, all and singular, was unanimously ratified by the Board.

7.

Mr. McNair, General Manager of the District, stated that he had conferred with representatives of the Fort Worth Anglers Club, The Azle Rod and Gun Club and the State Game, Fish and Oyster Commission concerning enlarging and improving the fish hatchery at Eagle Mountain Lake.

Mr. McNair further stated that Mr. Marion Toole, who represents the State Game, Fish and Oyster Commission, had assured him that the State could and would make the improvements at the Eagle Mountain Lake Hatchery, provided that the certain provision of Art. III, of the Easement Contract granted to the Game, Fish and

Oyster Commission of the State of Texas by the Tarrant County Water Control and Improvement District Number One, dated the 17th day of April, 1942, be amended so as to eliminate therefrom the following provision:

"under the express limitation that the fish propagated at the hatchery shall be used to restock Lake Eagle Mountain and Lake Worth and shall not be elsewhere used or placed."

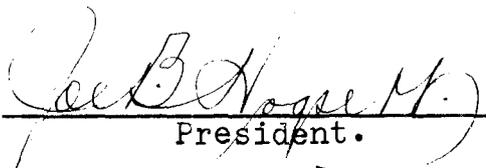
Following this explanation and suggestion by Mr. McNair, it was moved by Director Hill, seconded by Director Stone, that Article III of said contract so dated, the 17th of April, 1942, be amended and that such amendment consist in the entire elimination of that part of Article III, which provided that:

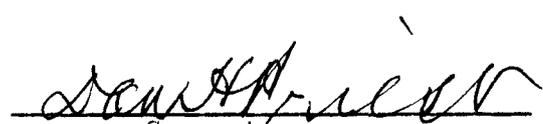
"under the express limitation that the fish propagated at the hatchery shall be used to restock Lake Eagle Mountain and Lake Worth and shall not be elsewhere used or placed."

The President having submitted the motion, the same was unanimously passed and adopted, all the Directors present, voting aye thereon.

8.

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

  
\_\_\_\_\_  
President.

  
\_\_\_\_\_  
Secretary.

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS ISSUED JULY 21, 1951 TO JULY 31, 1951, INCLUSIVE.

#2098 TO #2118, 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>
2098	Christine Petersen		(Extra Typing work July 16, ) (to July 19, 1951, Incl. \$ 26.00) (Less: Withholding Tax <u>4.60</u> )\$	21.40
2099	Sidney L. Samuels		(Legal Services as General) (Attorney, July, 1951. )	500.00
2100	C. L. McNair		(Salary, July, 1951 \$ 750.00) (Less: Withholding Tax <u>83.20</u> )	666.80
2101	E.B.Cheatham		(Salary, July, 1951 \$ 450.00) (Less: Withholding Tax <u>51.00</u> )	399.00
2102	Ben F. Hickey		(Salary, July, 1951 \$400.00) (Less:Withholding Tax <u>43.80</u> )	356.20
2103	Myrtle Hartmeister		(Salary, July, 1951 \$ 225.00) (Less: Withholding Tax <u>30.70</u> )	194.30
2104	Joyce McDaniel		(Salary, July, 1951 \$ 67.74) (Less: Withholding tax <u>8.30</u> )	59.44
2105	B.W. Bintliff		(Salary, July, 1951 \$ 250.00) (Less: Withholding Tax <u>25.40</u> )	224.60
2106	Will Massingill		(Salary, July, 1951 \$200.00) (Less: Withholding Tax <u>None</u> )	200.00
2107	W. H. Hutcheson		(Salary, July, 1951 \$200.00) (Less: Withholding Tax <u>16.40</u> )	183.60
2108	Texas Electric Service Company		(Electric Service to the Cus-) (todian's Res. E. M. \$ 10.96) (Range Lights. . . . <u>9.20</u> )	20.16
2109	Southwestern Bell Tel. Co.		(Phone Service: E. M. <u>MA-3398</u> ) (Custodian's Res. from ) (6-16-51 to 8-16-51 ) (. . . . . \$ 18.15 ) (Tolls. . . . . <u>2.95</u> \$21.10) (Office Phone: <u>ED-3263</u> ) (Service from 7-11-51 ) (to 8-11-51. . . \$ 39.30 ) (Tolls. . . . . <u>.60</u> <u>39.90</u> )	61.00
2110	Joe B. Hogsett		Director's Fees, July, 1951	10.00
2111	Houston Hill		" " " "	10.00
2112	Dan H. Priest		" " " "	10.00
2113	W. L. Pier		" " " "	10.00
2114	Bridgeport Fire Department, Bridgeport, Texas.		(Contribution for services in) (extinguishing fires on prop-) (erty of the District. )	150.00
2115	Tri-County Electric Cooper- ative, Inc.		(Electric Service for E. M. ) (Range Lights. . . . \$ 6.60) (12 Adapters. . . . . <u>1.30</u> )	7.90

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
VOUCHER-CHECKS ISSUED JULY 21, 1951, TO JULY 31, 1951, INCLUSIVE.

#2098 TO #2118, INCLUSIVE. Cont.

<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>
2116	James E. Robinson		(Labor at E. M. July 1951, (. . . . . \$208.00) (Less: Withholding Tax <u>None</u> )	\$ 208.00
2117	A. L. Perkins		(Labor at Bridgeport, July, 1951) (. . . . . \$150.00) (Less: Withholding Tax <u>None</u> )	150.00
2118	Continental National Bank, Fort Worth, Texas.		Withholding Tax	<u>267.40</u>
TOTAL . . . . .				\$ 3,709.80

DISTRIBUTION OF VOUCHER-CHECKS #2098 TO #2118, INCLUSIVE.

Directors	\$ 40.00
Legal	500.00
General Manager	750.00
Office	812.64
Land Agent	400.00

EAGLE MOUNTAIN LAKE:

Custodian's Salary	\$ 250.00	
Assistant-Custodian's Salary	200.00	
Electric Service: (Custodian's Res. \$10.96		
(Range Lights 15.80		
(Misc. Supplies <u>1.30</u> )	28.06	
Phone Service: Custodian's Residence	21.10	
Labor	<u>208.00</u>	707.16

LAKE BRIDGEPORT:

Custodian's Salary	\$ 200.00	
Contribution to Bridgeport Fire Department	150.00	
Labor	<u>150.00</u>	<u>500.00</u>

TOTAL . . . . . \$ 3,709.80

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

VOUCHER-CHECKS ISSUED AUGUST , 1951, #2119 TO #21 , 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>
2119	Christine Monzello		Extra typing work	\$ 23.00
2120	Danciger Building		Office rent August, 1951	260.00
2121	Southwestern Bell Telephone Co.		(Phone Service to E. M. ) (Assistant Custodian's Res.)	3.50
2122	Fort Worth Rubber Stamp Co.		Two Rubber stamps	2.64
2123	Remington Rand, Inc.		Carbon paper	5.06
2124	Farm & Ranch Supply		(Labor and repairs for) (Ford Tractor. B. P. )	5.80
2125	Continental Oil Company		Gas for District's Chevrolet Sedan	17.69
2126	Barnes Place		Gas for E. M. Patrol Boats	35.91
2127	Southwest Chevrolet Company		(Labor . . . . . \$ 13.95) (Parts . . . . . 7.80) (Oil . . . . . .40) (District's Chevrolet Sedan) (used by General Manager. )	22.15
2128	Banner Garage and Service Station		(Oil, gas and parking District's) (Chevrolet Sedan used by C. L. ) (McNair for the month of July, ) (1951. . . . . \$23.15) ( ) (Oil, gas & parking Dis- ) (trict's Chevrolet Sedan ) (used by Ben F. Hickey, ) (for the month of July, ) (1951. . . . . 44.79)	67.94
2129	Haynes Brothers		(Constructing two earthen dams) (on District land in Wise ) (County, under lease to C. R. ) ( Halman. )	132.75
2130	Magnolia Petroleum Company		(Oil and gas) ) (Bridgeport patrol boats) (& equipment. )	37.80
2131	J. Edwin McKee, Postmaster		300 Three-cent Postage Stamps	9.00
T O T A L . . . . .				\$ 623.24

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

DISTRIBUTION OF VOUCHER-CHECKS #2119 TO #2131, INCLUSIVE.

Office	\$	299.70
General Manager		62.99
Land Agent		44.79
Land Department		132.75

EAGLE MOUNTAIN LAKE:

Phone Service to Assistant Custodian's Res.	\$	3.50	
Gas for patrol boats		<u>35.91</u>	39.41

LAKE BRIDGEPORT:

Repairs for Ford Tractor	\$	5.80	
Gas for patrol boats and equipment		<u>37.80</u>	<u>43.60</u>

T O T A L . . . . . \$ 623.24

CONDITION OF FUNDS

	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>	<u>CONSTRUCTION FUND</u>
BOOK BALANCE: July 20, 1951 Cash	\$ 68,150.05	\$ 137,881.66	\$ 5,462.05
RECEIPTS: Taxes, penalty and interest	1,808.71	6,459.69	-----
Land rentals	248.30	-----	-----
Boat licenses	442.00	-----	-----
Oil & gas royalty	9.84	-----	-----
Cran Speer, rock royalty	85.45	-----	-----
Miscellaneous	3.55	-----	-----
Interest from investments)	1,356.16	1,928.10	-----
Balance proceeds from re- deemed U. S. Treasury )			
Bills matured 8-9-51, )			
not re-invested: )	-----	-----	<u>28,714.00</u>
	\$ 72,104.06	\$ 146,269.45	\$34,176.05
Less: Disbursed by Vo-cks #2098 to #2118, inclusive:	<u>3,709.80</u>	-----	-----
	\$ 68,394.26	\$ 146,269.45	\$34,176.05
Less: Disbursed by vo-cks #2119 to #2131, inclusive:	<u>623.24</u>	-----	-----
BOOK BALANCE: August 13, 1951, cash	\$67,771.02	\$ 146,269.45	\$34,176.05

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

The Interest and Sinking Fund now owns \$550,000.00 par value, United States Government Securities.

The Construction Fund now has \$6,971,286.00 invested in United States Treasury Bills of maturity value \$7,000,000.00 (maturity dated November 8, 1951.)(See Minutes of July 20, 1951.)

BOARD OF 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.

SIDNEY L. SAMUELS,  
GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

PHONE 3-23462

EDISON 3263

FORT WORTH 2, TEXAS.

ED. B. CHEATHAM,  
OFFICE MANAGER

Exhibit "B" to Minutes  
of Sept. 5, 1951, at 1:30  
P M.

August 14, 1951.

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

Gentlemen: REPORT FOR JULY, 1951.

The rainfall at Bridgeport and Eagle Mountain Lakes was over two inches the first week of July, but no rain has fallen since then. The vegetation over the entire watershed is now suffering from the hot, dry weather.

Mr. Hickey and I inspected the Dallas floodway July 6th, to observe the results obtained from spraying weeds with the chemical 2-4D. The results were very satisfying and has proved to be the most economical method of controlling weeds.

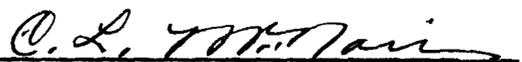
We have raised the grade and filled the badly eroded slopes of about two hundred feet of the West levee South of the Seventh Street Bridge.

The City of Fort Worth has repaired their water-line which had a leak near the base of the west levee, south of Seventh Street.

## C O N D I T I O N   O F   L A K E S

<u>RESERVOIR</u>	<u>Lake Level</u>	<u>Date</u>	<u>Capacity Ac. Feet</u>
Bridgeport	817.4	7- 1-51	208,600
Bridgeport	<u>816.0</u>	8- 1-51	<u>197,000</u>
July Loss	1.4		11,600
Eagle Mountain	647.78	8- 1-51	202,020
Eagle Mountain	<u>647.40</u>	7- 1-51	<u>198,600</u>
July Gain	0.38		3,420

Respectfully,

  
C. L. McNair, General Manager.

CLM:mh

BOARD OF DIRECTORS

JOB B. HOGGETT, 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.

SIDNEY L. SAMUELS,  
GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

~~PHONE 3-2242~~

EDISON 3263

FORT WORTH 2, TEXAS.

ED. B. CHEATHAM,  
OFFICE MANAGER

September 5, 1951.

To the Honorable Commissioners Court  
of Tarrant County, Texas  
Fort Worth, Texas

In Re: Matter of Assessing and  
Collecting of Taxes for  
Tarrant County Water Control  
and Improvement District  
Number One.

Gentlemen:

It is the plan of this District, with your consent, to enter into a contract whereby your Tax Assessor and Collector may qualify to serve in that capacity for this District, as contemplated by Art. 7880-33 of Vernon's Civil Statutes of Texas, and by the terms of Chapter 218, Senate Bill No. 398, passed and adopted at the Regular Session of the 52nd Legislature, and approved by the Governor of Texas, on May 17, 1951, which legislation became effective by its terms May 17, 1951.

We shall thank you to consider the contract, and, if it meets with your approval, enter upon your Minutes an official order authorizing the execution of the Contract in the name of Tarrant County by your Presiding Judge. Accompanying this communication, you will find two copies, each one of which is a counterpart of the other and both of them originals.

We have also taken the liberty to assume this Contract meets the requirements with respect to its contents and consideration, and accordingly, we have prepared an order for your Court directing the execution and delivery of the Contract.

Assuring you that we much appreciate your co-operation, we are

Yours very truly,

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE.

By: Joe B. Hoggett  
President.

EBC:mh

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 subdivision of the State of Texas, with its County Seat at Fort Worth, acting by and through the Commissioners' Court of Tarrant County, Texas, 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, 1951, and to terminate at midnight of December 31, 1952.

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, who 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.

All the moneys collected for the second party, by said Assessor and Collector, shall be deposited by such 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 entire gross amount of 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 said 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, as provided by the terms of Ch. 218, Senate Bill No. 398, passed and adopted at the Regular Session of the 52nd Legislature, and approved by the Governor of Texas, on May 17, 1951, which legislation became effective by its terms May 17, 1951.

By virtue of Sec. 2 of said Senate Bill No. 398 above mentioned, the County Assessor and Collector of Tarrant County shall receive as consideration for his services in behalf of such District, as fees of office, One (1%) per cent of the total taxes of said District (second Party herein), shown on the completed roll for assessing such taxes, and One (1%) per cent for collecting the whole or any part of said taxes shown on said roll; with the further provision that said Assessor and Collector shall receive for the collection of delinquent taxes of the District to be computed as fees of office five (5%) per cent of the amount of such delinquent taxes so collected.

Payments to be made to the Assessor and Collector, by the District are, as follows:

FEE FOR ASSESSING TAXES: Inasmuch as the total amount of taxes for this District cannot be determined until the County tax rolls, (on which this District's taxes are entered), are completed and balanced, which is usually accomplished during the latter part of August or September of each year, it is agreed that the Tax Assessor and Collector will, during the months of November, 1951, and November, 1952, respectively, render an itemized statement to the District showing in detail the amount of fees due him for assessing taxes, for the year 1951, and for the year 1952, respectively, for this District, and when same has been approved by the Directors of the District, an appropriate voucher-check will be issued and delivered to the Tax Assessor and Collector in payment therefor on or before December 15, 1951, and December 15, 1952, respectively.

In the matter of amount of fees due for assessing taxes for the year 1951, the District is to have a credit thereon of \$1,800.00, the amount paid by the District to the Assessor and Collector in February, 1951.

FEE FOR COLLECTING TAXES: Beginning with the month of August, 1951, and continuing during the life of this Contract, the Assessor and Collector is to render monthly an itemized statement to the District showing in detail the amount of fees due him for taxes collected for the District for the preceding calendar month, (which in this particular case, would be for the month of July, 1951), and when same has been approved by the Board of Directors of the District, an appropriate voucher-check will be issued and delivered to the Tax Assessor and Collector in payment therefor, on or before the 15th day of the following month.

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 a 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), have caused these presents, pursuant to authority, to be executed by their proper officers on this the 6<sup>th</sup> day of Sept, A.D. 1951.

TARRANT COUNTY

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.

By: Gus Brown  
County Judge.

By: Jack B. Rogsett  
President.

ATTEST:

ATTEST:

Melvin "Mel" Faulk  
County Clerk.  
By: Jean Harris, Deputy

Lawrence Priest  
Secretary.

BE IT REMEMBERED: That the Commissioners' Court of Tarrant County in regular session on this 6<sup>th</sup> day of September, 1951, 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 1951 and 1952, 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, as provided by the terms of Ch. 218, Senate Bill No. 398, passed and adopted at the Regular Session of the 52nd Legislature, and approved by the Governor of Texas, on May 17, 1951, which legislation became effective by its terms May 17, 1951. 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 text 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 Hovancamp, seconded by Commissioner Henderson, 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.