

Fort Worth, Texas.

March 14th, 1925.

At a Special Meeting of the Board of Directors of Tarrant County Water Improvement District No. 1, held on the above named date at the District's office in Fort Worth, Texas, the following members being present, to-wit: W. C. Weeks, W. E. Bideker, W. E. Austin and H. M. Hightower, and the following proceedings were had, to-wit:

W. G. Turner, President, being absent, W. C. Weeks Vice President presided and proceeded to have the minutes of the last three meetings read, after which they were approved.

The following list of bills were examined and approved

for payment: Work of Engineer's Dept. Week ending March 7th.

W. E. Haggard	two days at	\$6.00	\$	12.00	
J. C. Walker	two days at	5.00		10.00	
W. E. Selby	two days at	4.00		8.00	
J. R. Dungan	two days at	3.00		6.00	\$ 36.00

Work of Engineer's Dept. Week ending March 14th.

W. E. Haggard	five days at	\$6.00	\$	30.00	
J. C. Walker	five days at	5.00		25.00	
W. E. Selby	five days at	4.00		20.00	
J. R. Dungan	five days at	3.00		15.00	\$ 90.00

E. F. McMurtrey, Salary 1st. half of March		\$	150.00	
Janitor-Charlie Thomas- to March 19th		\$	15.00	
Judge Irby Dunklin- for services as consulting Atty.		\$	1000.00	✓
Ft. Worth Planing Mill--Surveyors stakes---		\$	19.60	
L. A. Barnes- Office Supplies-----		\$	19.13	
L. A. Barnes- Surveying materials - - - - -		\$	19.89	
K. Robey - - - -Salary to March 17th,	\$200.00			
Telephone pd. by him,	7.50			
Meals for Ellsworth,	1.30			
Express on Garza plans	.34			
Rawhide tape handles	.15			
		\$	209.29	
Western Union Telegraph Company			3.90	
J. H. Bullock--Salary March 3rd to March 17th,		\$	100.00	

T o t a l ----- \$1662.81

MADE

Upon motion duly and carried, the Secretary was instructed to write K. Robey, Manager-Engineer of Tarrant County Water Improvement District No. 1, that the proposed budget, submitted by him to the Board

on February 27th, 1925 was not adopted, and that in the matter of any and all expenditures of every nature whatsoever, it will be necessary for the party making same to submit a list and the price to be paid for it, to the Secretary for his approval, provided that the price to be paid can be obtained, and further, that in the employment of any and all help in his (Roby's) department, before it becomes final, same must be submitted to the Board of Directors for confirmation.

The matter of approving contract for core drilling signed by Ahern and Brennan, a co-partnership composed of M. Ahearn and W. L. Breman, signed by said Ahearn and Breman on the 4th day of March, A. D. 1925, came up for consideration, and it appearing that certain provisions of said contract were not to the best interests of the District and ought to be eliminated and stricken from same, and having conferred with W. L. Breman while in session, and having obtained his consent, the Secretary was instructed to prepare and have executed a Supplemental Contract, which calls for the elimination from the original contract the following paragraphs and parts of paragraphs, to-wit: (A part of Paragraph Six)

"and that each day after June 1st. 1925, the drillers agree to pay the District Twenty-five (\$25.00) Dollars per day as liquidated damages, until the District shall, at its option, see fit to declare said contract terminated."

and all of paragraph Twelve (12) reading as follows:

"Twelfth: That for any delay occasioned by the District to the Drillers, the Drillers are to receive and the District agrees to pay the actual wages of the men employed by the Drillers, plus twenty (20%) per cent, provided that, as a condition precedent to the right to claim such wages, the drillers shall serve the District with written notice of the cause of such delay, and of their claim for indemnity therefor, in order that the District may have the opportunity to obviate or remove such cause and the period for which such wages shall be paid, shall in no event begin until the service of such

notice, and the drillers shall give prior notice of any prospective delay, by reason of any such cause, after they can reasonably anticipate the same, and before the same occurs, to the extent that the District may avoid such delays if practicable."

and, with the ~~elimination~~ of the above paragraph and part of paragraph, ~~from said~~ upon motion by H. M. Hightower and ~~Seconded~~ by W. E. Bideker, the balance of said original contract was unanimously approved, ^{was agreed} and that all members present sign same.

Assistant Secretary J. H. Bullock was instructed to make notation, that on May 15th he should call the Board's attention to the fact that certain resolutions should be adopted in order for the District to comply with the terms of a New Law, affecting Water Improvement Districts just passed by the State Legislature now in session.

Judge Irby Dunklin, at the request of the Board was present and interpreted certain parts of said new law to the board.

There being no further business at this time, the board adjourned, subject to call by the President.

Attest:

W. E. Bideker
Secretary.

W. E. Bideker
President.