

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  
11TH DAY OF MARCH, 1937, AT 2:30 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  
W. K. Stripling  
Joe B. Hogsett

ABSENT

W. S. Cooke (Out of the City)

At this meeting C. A. Hickman, President, presided; and Director Stripling acted in his capacity as Secretary, whereupon proceedings were had and done, as follows:

1.

Minutes of the meeting held on February 20, 1937, were read, approved and ordered of record.

2.

Mr. Clifton W. Moore appeared before the Directors to present his contention that at the time he leased from the District the Porter Tract of land Mr. Duke represented to him that the lease would include the  $3/4$  acre triangle of land on the northerly side of the road; and that the subsequent lease of that tract of land to W. C. Cantrell had produced a condition that materially decreased the desirability of the land lying on the south side of the road. Further that, he stood ready to pay a substantial bonus, if required to do so, in order to have possession of the land which he believed to be embraced in his lease proposal. Upon consideration of this matter, Director Stripling made a motion, seconded by Director Hogsett, that the District do not consummate a contract with W. C. Cantrell for a lease on the  $3/4$  acre tract of land; that the prior authorization for that lease be rescinded; that the Attorneys for the District be authorized to seek surrender of the possession of the land by Mr. Cantrell and his family, as consideration therefor to return to W. C. Can-

trell the \$10.00 theretofore deposited by him as a good faith payment under his proposal; and, in addition thereto, to pay to Mr. Cantrell as a bonus a sum not to exceed \$25.00, in order to induce a prompt surrender of the possession of the land without the incurring of costs in a proceeding for forcible entry and detainer. Upon a vote being taken, the motion was carried and it was so ordered.

3.

Attached to these minutes as Exhibit "A" is a statement of the financial condition of this District as of this date. This shows consecutive and inclusive voucher-checks issued since the last statement for a total sum of \$723.26. It also shows proposed voucher-checks consecutive and inclusive serial Nos. 5265 to 5308 for the total sum of \$215,352.28. There was consideration of these proposed checks, together with the data to support the same; whereupon Director Stripling made a motion, seconded by Director Hogsett, that each of the proposed accounts and the checks for the payment of same, except voucher-check #5308, payable to Cage Bros. and J. C. Ruby (reserved for later consideration) be approved for payment and that the checks be executed and delivered to the persons entitled to receive the same. Upon a vote being taken, the motion was carried and it was so ordered.

4.

Attached to these minutes as Exhibit "B" is the estimate of the District's engineers to cover proposed partial payment #5 to Cage Bros. and J. C. Ruby, for the sum \$5,061.09, to cover the value of work performed on Section "B" of the District's levee (P.W.A. Docket No. 5984), during the month of February 1937. There was consideration of this estimate and the advice of the engineers directing the payment of the account; whereupon Director Hogsett made a motion, seconded by Director Stripling, that the estimate be approved for payment and that the District's voucher-check No. 5308, payable to Cage Bros. and J. C. Ruby for the sum of \$5,061.09 be executed and delivered to them in payment of the account.

5.

The Directors considered the existing conditions of the area of land known as "Easement A" of the tract of land purchased by the District from W.J. Porter and were of the opinion that this land should be fenced in order to give evidence of the District's ownership and exclusive right of possession; whereupon Director Stripling made a motion, seconded by Director Bewley, that the engineers for the District be requested to proceed promptly to enclose, within a lawful fence, the indicated area of land. Upon a vote being taken, the motion was carried and it was so ordered.

6.

Attached to these minutes as Exhibit "C" is a proposed copy of the Notice to Banks of Tarrant County to make bids to serve this District as Depository for the ensuing two years. Reference here is made to the exhibit to the same effect as though it was fully set out at this place. Upon consideration of the proposal, Director Stripling made a motion, that the advertisement of notice as written do be duly published in both the Fort Worth Press and the Fort Worth Star Telegram in their issues of March 15th, 22nd and 29th. Further that, receipt of bids, the opening thereof and the awarding of contract thereunder do be made in accordance with the notice and the law appropriate to control this matter. The motion was seconded by Director Bewley. Upon a vote being taken, the motion was carried and it was so ordered.

7.

There was presented to the Directors advice of Mr. Charles S. Clark, as Chairman of the State Planning Board's Committee on Water Resources, where-with he enclosed copy of H.B. #865 by Herlin, et al, proposing a tax of twenty-five (25¢) per acre on water permits actually used for irrigation purposes and one dollar (\$1.00) per acre on permits for irrigation where the water is not being actually used, also providing for the cancellation of permits for non-pay-

ment of the proposed taxes. It was the sense of the Directors that the tax in the case of this District would prove to be confiscatory and utterly deprive the taxpayers of the District of the ultimate benefits of the money expended by them for the purpose of storing water. Particularly was it considered that the conditions under which this District was organized and which it has proceeded has forced upon the District a long waiting period wherein beneficial use of stored water may be developed, for one useful purpose or for another. Further that, the proposed tax would wholly deny to this District any opportunity for the prudent development of the uses of its water and thereby prove confiscatory in nature. Wherefore, Director Hogsett made a motion, seconded by Director Bewley, that the District request counsel to be in Austin on March 10th and present the view point of the Directors of this District in the State wide conference to be held in Austin on that date as suggested in the letter of Mr. Clark. Upon a vote being taken, the motion was unanimously carried and it was so ordered.

8.

There was presented to the Directors a duplicate of the assignment whereby J. M. Rountree on the 23rd day of February 1937 assigned to L. Lind the lease heretofore authorized by the District to be made to J. M. Rountree and L. Lind, which formal lease has not yet been executed. Accompanying this assignment was advice of Mr. Hal McConnell, attorney for Mr. Lind, wherewith he enclosed the stated assignment and made request that the formal lease omit Mr. Rountree as a party and that it be made out to the exclusive benefit of Mr. L. Lind. There was full consideration of this matter, whereupon Director Bewley made a motion, seconded by Director Hogsett, that the assignment and request be observed and that the formal lease be executed for the use and benefit of L. Lind, individually. Upon a vote being taken, the motion was carried and it was so ordered.

9.

After the statement of the conditions creating a need for close ob-

servance of proposed legislation by the present legislature (now in session), Director Hogsett made a motion, seconded by Director Bewley, that Ireland Hampton be authorized to procure service of advice concerning the introduction of bills affecting the affairs of Water Control and Improvement Districts, in order that the District may be promptly advised of all proposals injurious to the best interest of the electors of this District, provided that, the service may be procured at a cost deemed by him to be reasonable. Upon a vote being taken, the motion was carried and it was so ordered.

10.

Director Hickman presented a communication signed by Geo. W. Duke, dated February 12, relating to a request made by Robert P. Pope to be authorized to procure materials set forth in an inventory attached to the communication, estimated to cost \$68.40, and particularly including sixteen (16) squares of shingles at a cost of \$67.00. Mr. Pope also desired the right to wreck an old chicken house and buggy house and salvage the materials, to be used in building a garage 10' x 16,' which would require the procural of materials for a roof for the garage. The improvements in question are those located on the District's tract No. 258, purchased from R. A. Pope. Mr. Duke made recommendation that the District authorize the repairs and pay the cost of the listed materials, together with the cost of sufficient galvanized iron roofing to provide a roof for the proposed garage, subject to the requirement that Mr. Pope will do everything required to complete the proposed improvements without any cost whatever to the District, other than the cost of the materials as specified. Upon consideration of this matter, Director Hogsett made a motion, seconded by Director Bewley, that the request of Mr. Pope, as recommended by Mr. Duke, be granted and the stated materials paid for upon production of the proper vouchers showing the actual cost thereof. Upon a vote being taken, the motion was carried and it was so ordered.

11.

There was presented the written communication of Mr. Geo. W. Duke re-

commending that the District authorize Mr. O. W. Sparks to purchase such parts and well equipment as might be required to place in condition for service the well and pump located on the land of the District (District's Tract No. 328) now under lease to Mr. Sparks, upon condition that Mr. Sparks would pay the cost of all transportation and labor necessary to recondition the well and its equipment. There was full consideration of this matter and it was the sense of the Directors that the request should be granted, subject to approval of the method of accomplishing the object and the cost of the several items by President Hickman. It was so ordered.

12.

President Hickman delivered to Mr. Cheatham for deposit by the District the sum of \$7.00, money to cover the price of 35 yards of sand, at 20¢ a yard taken by Mr. Yoakum from land of the District under his prior proposal to take a total of not to exceed 50 yards of sand at the stated price per yard, the sand to be used in the construction of a School Improvement in the town of Newark: Receipt of payment as stated was approved by the Directors.

13.

Mr. Cheatham exhibited to the Directors the very poor condition of the District's check writer which was due to the wearing of the white metal type. He presented the estimate of the Todd Protectograph Company to provide the machine with brass type and otherwise condition the machine at a total cost of \$31.50. Director Hogsett made a motion, seconded by Director Bewley, that the machine be reconditioned as proposed and that the stated cost of the repairs be authorized without other or further order. Upon a vote being taken, the motion was carried and it was so ordered.

14.

There was presented to the Directors the fact that at a prior time Mr. Ireland Hampton purchased from the Fort Worth Wrecking Company certain materials shown as the first five items in the voucher attached to the District's paid check

No. 5145, in the amount of \$18.11. This payment was for sheet iron and certain timbers which were to have been included in a house which the District was under contract to provide for a Mr. Smith, who held the right of possession to part of the ground now occupied by Section "B" of the levee. Due to the fact that it later was found cheaper to purchase a complete house and move it on to the lot provided for Mr. Smith, the materials had not been used and they were sold by Ireland Hampton to the Texas Electric Service Company for \$18.11, which was the original cost thereof.

15.

There was consideration of the desire of Mr. Lloyd Baker to have consummation of his proposal for a lease as given in the application presented by Mr. Geo. W. Duke on November 14th, which application recited that the purpose of the lease was for engaging in "agriculture" and "pasturage." There was also a supplemental application by Mr. Baker, dated February 15, 1937, wherewith he presented \$30.00 in cash, and whereby he proposed to lease from the District for "agriculture" and "pasturing" 16.72 acres of land embraced in three fragments of the land purchased by the District from John McKee, J. N. and J. J. McKee and J. J. McKee, respectively. The application stated that there was to be no "concession" privilege on this land and the lease was desired to keep out trespassers. This application also was affected by an oral request of Mr. Baker that the District move the division fence between the land of the District and the land formerly owned by T. L. Cox, now owned by Barker Bros. It was the sense of the Directors that the District enter into formal lease with Mr. Lloyd Baker, to expire December 31, 1937, the 69.60 acres of land, situated above elevation 649, embraced in the District's Tracts Nos. 291, 292 and 293 for a total consideration of \$195.00, it being understood that the lease would authorize Mr. Baker to exercise on said land the concession privileges approved by the District; that the District also lease to Mr. Baker for the same period of time the 16.72 acres of land hereinabove designated for the consideration of \$47.00; provided however, that this

District have no obligation whatever to set back, or procure permission for setting back, on the land of Barker Brothers, the division fence between the lands of the District and the land of Barker Bros., it being understood that Mr. Baker, if he so desires, shall have the responsibility therefor.

16.

Director Hickman presented the application of W. H. Lasater to lease from the District Tract No. 295, purchased from R. A. Hudson, for the term to expire December 31, 1937, for the consideration of \$22.50. This proposal was accompanied by the check of G. W. Duke on the Union Bank and Trust Company for the sum of \$22.50. There was consideration of this proposal and the fact that the particular 34.76 acres of land was very inaccessible and therefor unattractive to tenants; whereupon Director Bewley made a motion, seconded by Director Hogsett, that the lease as proposed be consummated, subject only to the execution of the written lease in the form required by the District and the payment of the check accompanying said proposal. 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.

ATTEST:

C. H. Hickman  
As President

W. T. Dwyling  
As Secretary



TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
VOUCHER-CHECKS ISSUED FEBRUARY 23, 1937, TO FEBRUARY 27, 1937, INCLUSIVE

<u>NO.</u>	<u>ISSUED TO</u>	<u>C O V E R I N G</u>	<u>AMOUNT</u>
5258	W. L. English	(Contract-Making Repairs to House (on R. A. Stuart Tract of Land	\$ 285.00
5259	W. T. Macy, City Tax Ass'r. & Coll.	(In Full Payment of all taxes on Land (Purchased from: Worth W. Moore, Rufus (Lemaire, Ida Goldgraber, Estate of (Milton L. Epstein, Mary Margaret Mul- (Holland, C. P. Maloney, and Ruby Harmon	83.26
5260	John Bourland, County Tax Ass'r & Coll.	(In full payment of all taxes on land (purchased from: Worth Moore, Rufus Le- (maire, Ida Goldgraber, Estate of Milton (L. Epstein, Mary Margaret Mulholland, (C. P. Maloney and Ruby Harmon	84.00
5261	Marjorie Howell	Salary, February 1937	65.00
5262	C. L. McNair	(Salary, Feb. 1937, Custodian B.P. \$80.00 (Allowance Feb. 1937 7.50	87.50
5263	A. W. McDonald, Sec'y, Board of Water Engineers	(Reimbursement for amount paid to C. (L. McNair, for Salary as Gage Atten- (dant, feb. 1937	20.00
5264	B. W. Bintliff	(Salary, Feb. 1937, Custodian, (E.M. \$100.00 (Allowance Feb. 1937 7.50	107.50
<u>T O T A L</u>			\$ 732.26

DISTRIBUTION OF VOUCHER-CHECKS #5258 TO #5264, INCLUSIVE

Office	\$ 65.00
Eagle Mountain Dam	107.50
Bridgeport Dam	107.50
Land Dept.	285.00
Levee Improvement, Section "B"	167.26
<u>T O T A L</u>	\$ 732.26

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

VOUCHER-CHECKS #5265 TO #5308, INCLUSIVE

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>AMOUNT</u>
5265	C.A. Hickman	Director's Fees	\$ 20.00
5266	E. E. Bewley	Director's Fees	20.00
5267	W. K. Stripling	Director's Fees	10.00
5268	Joe B. Hogsett	Director's Fees	20.00
5269	V O I D	V O I D	VOID
5270	W. S. Cooke	Director's Fees	20.00
5271	Sidney L. Samuels	Legal Services	333.34
5272	Ireland Hampton	Legal Services	500.00
5273	E. B. Cheatham	Salary	200.00
5274	Hawley, reese & nichols	(ENGINEERING & SUPERVISION: (Month of Feb. 1937, E.M. \$100.00 (Month of Feb. 1937, B.P. 100.00	200.00
5275	R. D. McDaniel	Labor-Grouting, B.P.	3.87
5276	Cecil McDaniel	Labor-Grouting, B.P.	19.75
5277	H. R. McDaniel	Labor-Grouting, B.P.	23.62
5278	Thurman Parson	Labor-Grouting, B.P.	20.00
5279	Albert Jenkins	Labor-Grouting, B.P.	3.75
5280	Hubert Maddox	Labor-Grouting, B.P.	1.75

72 14

NO.	ISSUED TO	COVERING	A M O U N T
5281	Browning-Ferris Mchy. Co.	(Rental on Air Compressor 2-8-37 (to 2-27-37, Grouting Work, B.P.	\$ 55.00
5282	Wm. Capps Building Co.	Office Rent, March 1937	40.00
5283	Collins Art Co.	Paint Materials, for B.P.	119.95
5284	The Gaither Oil Co.	Gasoline for Truck, E.M. (Cement for Grouting Work, B.P. \$83.19	14.30
5285	H. H. Hardin	(Cement used on Custodian's Garage, B.P. <u>36.75</u>	119.94
5286	Home Telephone & Electric Co.	Phone Service, E.M.	7.50
5287	Industrial-Scientific Supply Co.	1# Fluorescin, for use in tests, B.P. (Reimbursement of Expense in connection with the Returning of Air Compressor to Browning-Ferris Mchy. Co., Dallas, Texas	4.50
5288	C. L. McNair	VOID	3.35
5289	VOID	VOID	VOID
5290	Magnolia Petroleum Co.	(Gasoline for Compressor, Grouting Work, B.P.	13.80
5291	A.R. & J. E. Meylan	Stop Watch, for use at B.P.	14.40
5292	Mitchell, Gartner & Thompson	Annual Premium on Director's Bond	125.00
5293	Nash Hardware Co.	Materials for Lake Level Gage, B.P.	1.02
5294	Pitner & Adams	Monthly & Annual Audit Services for 1936	300.00
5295	The Southwest Telephone Co.	Phone Service, B.P.	15.10
5296	Southwestern Bell Telephone Co.	Phone Service, Office	12.95
5297	Texas Power & Light Co.	Electric Service, B.P. (Fire and Windstorm Insurance Premium for 3 years, on houses situated on District Lands as follows: K. H. Foster, W.M. Younger, I.W. Cole, and K. A. Stuart	13.86
5298	Roberts & Rhea	Office Supplies	129.50
5299	Stafford-Lowdon Co.	(Drilling Holes #48 to #53, Incl. (Total of 606 feet @ .80¢ per ft. \$484.80 (673' 2" 3" pipe @ .20¢ per foot 134.63 (Cut threads and extra 3" Couplings 7.75 (1 Valve for Compressor Engine 1.40	5.50
5300	Vernon Stanley	Postage Stamps	628.58
5301	H. D. Young, Postmaster	Services as Land Agent	4.50
5302	G. W. Duke	(Payment of amount reserved when (making payment to her for Lot #10 Central Addition \$ 24.57 (Payment of one-half the difference (of amount of all unpaid taxes on (Lots #1, 5, 6, 8, & 10 Central Addi- tion and the amount paid after ad- justment was made: (Amount of all unpaid taxes (was \$130.89 (After adjustment, amount (paid was <u>39.77</u> ( \$ 91.12 (One-Half of \$91.12, due Mary Mar- garet Mulholland <u>\$ 45.56</u>	211.96
5303	Mary Margaret Mulholland	Traveling Expense	70.13
5304	C. A. Hickman	(Telegraphic Cost in Transferring on 3/13/37, \$206,909.30, to New York, N.Y.	13.40
5305	Continental Nat'l Bank, Fort Worth, Texas )	(Funds to be transferred on 3/13/37 to Central Hanover Bank and Trust Company (New York, N.Y.	1.57
5306	Continental Nat'l Bank, Fort Worth, Texas )	(Funds to be transferred on 3/13/37 to Central Hanover Bank (and Trust Company, New York, (N.Y. (To pay bonds maturing 3-15-37 \$ 60,000.00 (To pay coupons maturing 3-15-37 <u>146,807.50</u>	161.80
5307	Continental National Bank, Fort Worth, Texas )	Estimate #5 Levee Improvement, Section "B"	206,807.50
5308	Cage Bros. & J. C. Ruby		5,061.09
<u>T O T A L</u>			\$ 215,352.28

DISTRIBUTION OF VOUCHER-CHECKS #5265 TO #5308, INCLUSIVE

Directors		\$	228.40
Legal			833.34
Office			262.95
Auditing			300.00
Land Department			341.46

EAGLE MOUNTAIN DAM:

Engineering & Supervision	\$ 100.00	
Phone Service	7.50	
Gasoline for Truck	14.30	121.80

BRIDGEPORT DAM:

Engineering & Supervision	\$ 100.00	
Phone Service	15.10	
Electricity	13.86	
Paint Materials	119.95	
Stop Watch	14.40	
Miscellaneous	1.02	264.33

GROUTING WORK AT BRIDGEPORT DAM:

Drilling Holes #48 to #53, incl. 606' @ .80¢	\$ 484.80	
673' 2" 3" pipe @ .20¢	134.63	
Cut Threads and extra 3" Couplings	7.75	
1 Valve for Compressor Engine	1.40	
Rental of Compressor	55.00	
Gasoline for Compressor	13.80	
Expense in Returning Compressor	3.35	
Cement	83.19	
Labor	72.74	
Chemicals	4.50	861.16

CONSTRUCTION CUSTODIAN'S GARAGE, B.P.

36.75

BONDS AND INTEREST COUPONS MATURING 3/15/37

Bonds	\$ 60,000.00	
Interest Coupons	146,807.50	
Handling Charge, Paying Bonds & Coupons	161.80	
Telegraphic Cost, Transferring funds to New York	1.57	206,970.87

LEVEL IMPROVEMENT, SECTION "B"

Mary Margaret Muiholland	70.13	
Cage Bros. & J.C. Ruby	5,061.09	5,131.22

T O T A L

\$ 215,352.28

C O N D I T I O N   O F   F U N D S

	<u>C O N S T R U C T I O N F U N D</u>	<u>C O N S T R U C T I O N A C C O U N T</u>	<u>M A I N T E N A N C E F U N D</u>	<u>I N T E R E S T A N D S I N K I N G F U N D</u>
BOOK BALANCE: February 9, 1937	\$ 1,278.33	\$ 5,317.80	\$32,750.93	\$240,533.21
RECEIPTS: Taxes, Penalty, etc.,			2,304.97	80,673.81
Interest on Collector's D/B			.15	5.15
Interest on Bank D/B	1.23		7.25	54.68
Land Rentals			176.25	
Miscellaneous		24.73	5.55	
	<u>\$ 1,279.56</u>	<u>\$ 5,342.53</u>	<u>\$35,245.10</u>	<u>\$321,266.85</u>
DISBURSED: 2-23-37 to 2-27-37 Incl. by Vo. #5258 to #5264 Incl.		167.06	565.00	
	<u>\$ 1,279.56</u>	<u>\$ 5,175.47</u>	<u>\$34,680.10</u>	<u>\$321,266.85</u>
DISBURSED: By Vo. #5265 to #5308, Incl.	897.91	5,131.22	2,515.65	206,807.50
	<u>\$ 381.65</u>	<u>\$ 44.25</u>	<u>\$32,164.45</u>	<u>\$114,459.35</u>

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

EXHIBIT "B" 3/11/37  
2:30 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

March 11, 1937

Levee Improvement  
PWA Docket No. 5984

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. 5, in the amount of \$5,061.09, cov-  
ering work performed during the month of February 1937  
by Cage Bros. and J. C. Ruby on Levee Improvement project  
B, PWA Docket No. 5984.

Yours very truly,

HAWLEY and FREESE

BY *Marcus C. Nichols*

Approved:

*John B. Hawley*

10191—CPSU&C OLQCLN'

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

10192—CPSU&C OLQCLN'

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT NO. 5, DOCKET NO. 5984 Texas

For the period Feb. 1, 1937 to Feb. 28, 1937, inclusive.

Type of project Levee

Location Fort Worth State Texas

Improvement

Borrower's name and address Tarrant County Water Control  
& Improvement District No. One

Symbol No. 41311

Contract No. 606-b

Contractor's name and address Cage Bros & J.C. Ruby  
Bishop, Texas

Estimated cost, \$ 38,935.58

Contract price, \$

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	25,250	132,970	100	19	99.8
2	Sta. Yd.	380,000	32,800	180,300	0	18	100
3	Cu. Yd.	4,500	1,762	5,282	0	33	100
5	Acres	17	5.8	12.8	4	35	76
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

Items upon which no work has been performed: Nos 4, 6e, 8-11, Incl.

REMARKS—MATERIALS STORED

Items shown under no work has been completed: For 8-11-58

IS	F.2.	I	0	100%	0	0	100
A	F.2.	I	0	100%	0	0	100
23	CL. 19	2	0	8	0	0	100
29	CL. 19	38	0	22	0	0	100
20	Fpa	Δ.200	0	22.200	0	0	100
29	CL. 19	Δ2	0	Δ2	0	0	100

CHANGE ORDERS						Estimated percent completed		
No.	Additions	Deductions	This estimate	To date	Unused balance	Period	To date	
						Percent	Percent	
5-B-1	\$ 288,000.00 99.75	\$ 288,000.00	\$ 288,000.00 0.00	\$ 288,000.00 99.75	\$ 0.00	18	100	
	CL. 19	154,000.00	22,520	135,810	100	18	88.8	
	Units of work done	Detailed estimate	This estimate	To date	Uncompleted	Period	To date	
		ESTIMATED NUMBER OF UNITS (Optional)					Percent completed	Percent completed
Contract name and address						Contract price		
Contract name and address						Estimated cost	\$ 288,000.00	
Contract name and address						Contract no.	288-1	
Contract name and address						Symbol no.	1511	
Contract name and address						Department		
Contract name and address						Type of project	ROADS	
Total	99.75		0.00	99.75	0.00	0	100	
Less deduction orders								
Total—Change orders								

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

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. 1 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 Tarrant County W.C. & Imp. Dist. No. 1 and Cage Bros & J.C. Ruby, 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 <u>unit price contract</u>	\$37,635.12	✓
(b) Total additions beyond scope of contract	99.75	✓
(c) Total earned, original contract and additions (sum of a and b)	37,734.87	✓
(d) Total percentage retained including this estimate <u>10%</u>	3,773.49	✓
(e) Total due on account of original contract plus additions and minus retained percentage	33,961.38	✓
(f) Total previously received (from last estimate)	28,900.29	✓
(g) Balance due this payment on contract and additions	\$ 5,061.09	✓
(h) Advance on materials stored this period	0.00	
(i) Total amount payable this estimate	\$ 5,061.09	✓

I further certify that all just and lawful bills against Cage Bros & J.C. Ruby 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.

Contractor	<u>Cage Bros &amp; J.C. Ruby</u>	Place	<u>Fort Worth, Texas</u>
By	<i>[Signature]</i>	Date	<u>MAR 4 1937</u>
Title	<u>Bookkeeper</u>		

**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	<u>S. Gardner Sadres</u>	Place	<u>Fort Worth, Texas</u>
Title	<u>Asst. Resident Engineer</u>	Date	<u>MAR 4 1937</u>

**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	<u>E. H. Conrad</u>	Place	<u>Fort Worth, Texas</u>
Title	<u>Chief Resident Engineer, Inspector</u>	Date	<u>March 5, 1937</u>

\* Strike out number not applicable.





TO ALL BANKS AND BANKERS OF TARRANT COUNTY, TEXAS, NOTICE FOR BIDS FOR DEPOSITORY FOR TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE. In conformity to the appropriate provisions of law, the District, at its office in room 406 in the Capps Building in Fort Worth, Texas, at any time prior to 3 o'clock p. m. on the 8th day of April, 1937, will receive sealed bids on which to base the selection of a statutory depository to serve the District until a successor depository is selected in the year 1939, in time and manner as provided by law.

Forms which must be used for making bids hereunder may be had at the District's office, or by mailed request, and therewith will be furnished all other information material for the placing of valid and lawful bids, will be furnished therewith.

All bids received will be publicly opened by the Board of Directors of the District at the time and place hereinbefore stated and award will be made as provided by law.

WITNESS the execution hereof, this 11th day of March, 1937.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

ATTEST:

W. K. Dapling  
As Secretary.

By

E. P. H. Kuman  
As President