

MINUTES OF A CALLED 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  
9TH DAY OF NOVEMBER, 1935, 3 P.M.

The call of the roll disclosed the presence of all Directors as follows, v i z:

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

At this meeting C. A. Hickman, President, presided; W. K. Stripling acted in his capacity as Secretary.

At this time and place the following proceedings were had and done, v i z :

1.

President Hickman made an oral report to the effect that President Ed. H. McKinley, of the Board of Supervisors of the Fort Worth Improvement District, had stated that his Board stood ready to approve the proposed contract between this District and the Levee District, but desired to incorporate therein an additional recitation or commitment that this District, as soon as money might be available therefor, from any source, would proceed to fully carry out the original plan of this District for the remodeling of the levees within the limitation of the sum \$250,000.00. There was full discussion of this matter, whereupon: Director Cooke made a motion that President Hickman give advice to the Board of Supervisors of Fort Worth Improvement District Number 1, to the effect that:

This Board of Directors recognizes its duty to fully carry out the plan for improvements upon which the bond election, held by this District on October 8, 1927, was based; as and when money

is available to this District therefor, but not, in any event, to exceed the limits of said election authorization.

Adoption of this motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

2.

The proposed contract between this District and Fort Worth Improvement District No. 1, relating to the remodeling of the levees in the city of Fort Worth, under the plan heretofore adopted by this District, was read to the Directors and fully considered, whereupon Director Stripling offered a resolution which in words, figures and symbols, was as follows, i. e.:

Be it ordered and ordained that the proposed contract between Tarrant County Water Control and Improvement District Number One and Fort Worth Improvement District Number 1, as read and considered by this Board of Directors, without alteration, do be approved for execution by this District at such time as the same may be actually executed on behalf of Fort Worth Improvement District Number One.

Further that, when said contract may have been executed in behalf of said Levee District, the same do be executed in the name of, and as the act and deed of this District; and that, Director Hickman, as President, and Director Stripling, as Secretary, of this District, do execute the said contract in the manner provided by law, without other or further order of this Board of Directors. Further that, upon the actual execution of said contract by both parties thereto, one of the duplicates thereof, together with the

certified copy of the minutes of the Board of Supervisors of said improvement District authorizing such execution, be attached to these minutes as "Exhibit A" and made part hereof:  
So be it ordered.

Director Cooke seconded the adoption of the resolution, or ordinance. Upon a vote being taken the motion was carried and it was so ordered.

3.

Attached to these minutes as "Exhibit B" is a statement of the financial condition of this District as of this day. Said statement shows voucher checks numbers 4418 to 4436, both inclusive, for the aggregate sum of \$594.55, which have been issued since the last meeting of the Board of Directors. It also shows proposed voucher checks bearing consecutive and inclusive serial numbers 4437 to 4470, for the aggregate sum \$2,736.12. There was examination of said proposed checks, together with accounts and data to support the same, and it was the sense of the Directors that all of the items proposed to be paid thereby were now due and payable, whereupon Director Cooke made a motion that the stated accounts be approved for payment and that said checks do be executed in the usual manner, and delivered to the respective persons entitled to receive the same. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

4.

There was presented to the Directors for consideration report of M. C. Nichols of the Engineers, dated November 1, 1935, relating to a claim for damages to land owned by Mr. F. M. Fowler. Reference is made to said report as the same appears in the files of this District, as part hereof. Upon

OK

consideration of this matter, Director Cooke made a motion, Seconded by Director Stripling, that the claim as stated be refused. Upon a vote being taken the motion was carried and it was so ordered.

5.

The following resolution was introduced by Director W. S. Cooke:

RESOLUTION

That Whereas, the Tarrant County Water Control and Improvement District Number One has obtained an allotment of funds from the Public Works Administration for the purpose of improving the levee system on the Clear Fork and West Fork of the Trinity River in the city of Fort Worth, Texas; and

Whereas, it is necessary that the Tarrant County Water Control and Improvement District Number One, acting through its duly elected and qualified officers, set and establish the rates of wage to be paid the various classes of labor to be employed on the said work: NOW THEREFORE, Be it Resolved by the Board of Directors of the Tarrant County Water Control and Improvement District Number One, that the following (attached Exhibit A) wages are the fair, prevailing wages for this class of work, and are hereby set and established and shall be paid by the Contractor on Public Works Project Docket No. 5984.

AND, Be it Further Resolved that the plans and specifications having been prepared and submitted by Hawley and Freese, of Fort Worth, Texas, and having been examined by the Board of Directors and found to be satisfactory to them, are hereby approved and ordered filed with the Secretary.

Upon motion by Director Joe B. Hogsett, and seconded by Director E. E. Bewley, the above resolution was put to a vote by the President, and five noted AYE, there being none voting No, the resolution was declared by the President to be duly passed.

"EXHIBIT A" TO FOREGOING RESOLUTION

Labor Classification and Minimum Wage Scale

After consultation with representatives of contractors' associations, general building trade unions, and other interested in the employment of labor on construction projects, the following Labor Classification and Minimum Wage Scale was prepared and is submitted to apply in the State of Texas to Public Works Projects, as meeting with the general approval of the organizations above referred to:

SKILLED MECHANICS, WHOSE MINIMUM RATE SHALL BE \$1.00 PER HOUR:

Acetylene Cutter	Lather - Metal
Welder	Wood
Arc Welder	Machinist
Asbestos Worker	Machine Setters
Asphalt Plant Engineer	Marble Setter
Blacksmith	Mason-Stone
Blaster (Powderman)	Metal Trim Worker
Boilermaker	Millwright
Cable Splicer	Operators:
Caulker - Boat, Steel Plate or Building openings	Crane-Dragline-Clamshell
Cork Layer - Refrigeration	Crane-Locomotive
Divers (Bellman)	Crusher Plant Engineer
Dock & Wharf Builders	Dredge
Electrician:	Ditching-Trenching Machine
Fixtures	Excavator & Hoisting
Maintenance	Fireman (on Well Drilling Rig)
Linemen	Hoisting Engineer-
Elevator Constructor	Industrial Locomotive
Gas Fitters	Mixer Operator (over 7 bags)
Glazier - Art Glass	Motorized Equipment
Iron Worker - Structural	Pile Driver Engineer
Ornamental	Pile Driver (Pile Placer)
Riggers	Power Shovel
Tank Erector	Saw Mill or Power saw
Roofer - Composition	Stationary Plant
Sheet Metal	Painter - Paperhanger
Slate & Tile	Plasterer
Riggers	Pipe Layer or Working Foreman (in charge of pipe laying gang)
Sheet Metal Worker	Stair Builder
Steeplejack	Steam and/or Pipe Fitter
Structural Steel Elevated Tanks under 500,000 gallon	Stone Cutter-Ornamental
Workmen above ground	Terrazzo and/or Tile Layers
Well Drillers - Diamond Point	Tool dresser
	Waterproofers

SKILLED MECHANICS, WHOSE MINIMUM RATE SHALL BE \$0.80 PER HOUR:

Bricklayer-Building	Curb Setter - Stone
Sewer	Form Setter - Buildings
Manhole	Steel Form-Building
Carpenter -Finish	Dams, Bridges
Forms - Building	Plumber
Rough	Reinforcing Steel Worker
	Building Construction
Reinforcing Steel Placers and/or	
Tiers - Concrete Dams costing	
over \$20,000.	
Arch Bridges (10 ft. span and more)	

SEMI-SKILLED WORKERS  
(Rates per hour)

Apprentices (all trades)	Loader - Two wheel scraper	
First year	Fresnoe Four up	.40
Second year	Fresnoe Less than four	
Third year	up and slip scraper	.35
Asphalt Plant:	Machinist's Helper	.40
Dust Handler	Mortar Mixer (Brick & Plaster	.45
Screen man	Operator:	
Raker	Air Compressor (Tunnel	
Shoveler	and/or Caisson	.55
Temper - Smoother	Air Compressor	.55
Bricklayer - Street Paving	Bituminous Mixer and/or	
Caisson Laborer - Under air	Distributor	.65
Locktender	Bull Dozer Tractor	.60
Carpenter's Assistant	Tractor Operator	.60
Caulker-Pipe, Water or Gas	Cement Finisher (Paving)	.50
Cement Finishers-Dams, Bridges	Cement Gun	.50
Highway Culverts,	Elevated Grader	.60
Paving (no trowel)	Finishing Machine	
Cofferdam-Dock Builders	(Concrete) or Terrazzo	.50
Dredging-Fireman	Fireman: Open cut (Demol)	.40
Oilers	Funnel Line Drill	.40
Electrician's Helper	Jackhammer and/or	
Elevator Constructor's Helper	drill runner	.50
	Machine Road Grader	.60
Form Setter-Curb & Gutter	Mixer - over 108	
Steel - Sewers	under 278	.50
Highways	10-S-10-E or smaller	.50
Gas Fitter's Helper	Oiler and/or Greaser	.40
Grader-Fine Grader, Dumpman	Oil Spreader	.60
Handyman	Paving Joint Machine	.40
Hod Carrier	Power Shovel Pitman	.40
Hydrant or Valve Setter:	Pump	.55
Water and/or gas	Roller-Bituminous	
House Mover	and/or road	.60

SEMI-SKILLED WORKERS, CONTINUED

Kettleman-Asphalt, Pipe Joint ing material and/or tar for roofing	.50	Truck-1½ ton and/or over Under 1½ ton	.45 .35
Labor Foreman	.55	Winchman (Nigger head)	.40
Plowman	.40	Pipe fitter (Cast iron)	.50
Reinforcement Placer and/or Tier-Pavement, Bridges (all bridges except types noted under "Skilled Classification")		Pipe Layer (Not in charge of pipe laying gang)	.50
Dam Concrete (all types) costing \$20,000 or less	.60	Pipe Joint Material Worker	.50
Tunnel Laborer	.40	Roof - Tar & Gravel Mop Man	.50
Under air	.70	Roughneck (on well drilling rig)	.45
Lock Tender	.60	Shorer, Trench, Bracing, Etc.	.50
Mucker and/or sand hog	.40	Teamster-More than three up	.40
Waterproofer Mopman	.50	Serving Laborer	
Window Cleaner	.35	Laborer who delivers material to a mechanic as the last operation prior to installation or assists mechanics without using tools on Union Projects	.40
Yarner	.50		

UNSKILLED WORKERS

Camp Assistant, Etc. under 30 hrs. Per Week \$ .30		Pipe Handler (Water-Gas)	.30
30 to 40 hrs. per week \$12.00 per wk.		Roustabout & Boll Weevils (on well drilling rig)	.30
Caisson Laborer (open)	.30	Teamsters - Less than four up	.30
Common Laborer	.30	Watchman (under 30 hrs. per week)	.30
		Waterboy, Messenger, Cook 30 to 40 hrs. per week, \$10.00 per week, over 40 hours per week	.20

CLERICAL FORCE

Clerical Force - Under 30 hours	per hour	.30
30 to 40 hours	weekly	\$12.00

6.

LAND COMMITTEE REPORT

Director Hickman, on behalf of the Land Committee, presented proposed lease agreements to cover the period January 1, 1936 to December 31, 1936, as follows:

6/7

PROPOSAL OF	FOR LEASE OF LAND PURCHAS ED FROM	TRACT #	ACRES APPROX.	TOTAL CONSID ERATION	AMOUNT ACCOMPANYING PROPOSAL		BALANCE DUE
					CASH	CHECK	
Harry M. Courtney	J.W.Carroll	262	109.86	\$ 120.00	\$30.00	-	\$ 90.00
L.J.Hammond	J.L.Pierce	334	53.50	53.50	15.00	-	38.50
F.A.Hudgins	Albert Shaw	271)	84.69	76.50	10.00	-	66.50
	Tex.Pipe Line Company	272A)					
O.W.Sparks	Q.K.Dent	323	9.50	60.00	-	15.00	45.00
W.D.Speer	I.W.Cole	321 )	157.33	150.00	40.00	-	110.00
	I.W.Cole	326 )					

There was full consideration of the proposals, and consummation of said proposals was recommended by Director Hickman, whereupon Director Hogsett made a motion that said leases do be approved for consummation; subject only to the actual payment in cash of the recited considerations, prior to December 15, 1935, and the execution of written leases containing the provisions in use by this District. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

7.

No further business was presented and the meeting was adjourned.

W.K. Dupling,  
As Secretary

APPROVED:  
C.H. Hickman  
As President



FORT WORTH IMPROVEMENT DISTRICT NO. 1

TO ( CONTRACT WITH  
(

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE.

STATE OF TEXAS )  
TARRANT COUNTY ) IN CONSIDERATION of the reciprocal covenants and agreement hereinafter expressed, FORT WORTH IMPROVEMENT DISTRICT NO. 1, a body politic and corporate under the laws of Texas (hereinafter referred to as First Party) and TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, a body politic and corporate under the laws of Texas (hereinafter referred to as Second Party), do recite the moving conditions which give rise to this agreement, and hereby do contract, covenant and agree, each with the other, as hereinafter is set forth:

RECITATION OF THE MOVING CONDITIONS.

(a) First Party, at a time prior to the year 1922, under the appropriate laws of Texas, constructed a levee system designed to protect lands aggregating approximately 3,000 acres, situated in the city of Fort Worth, through control of flood waters which might proceed upon the lands embraced in the levee district, both from the Clear Fork of the Trinity River and from the West Fork of the Trinity River.

(b) In the year 1922, there came a flood which proceeded almost wholly from the water shed of the Clear Fork of the Trinity River. This flood was of such volume that the capacity of that part of the levee system situated upon the westerly bank of the Clear Fork was much overburdened, to the end that the waters topped the levee near its southwesterly termination in Trinity Park, caused the levee to go out, flowed against and over the levees on the southerly bank of the West Fork, where this water was joined to the flood water coming down the West Fork, and thereby caused these joint waters to overflow and erode the levee on the northerly bank of the West Fork. By reason of this failure in the levee system there was much loss of life and property in the city of Fort Worth, a great depreciation in the values of properties located within the levee district, and a most serious interruption of business, traffic, water supply and other public services to the city of Fort Worth.

(c) The cost of this levee system was sustained wholly by taxation within the restricted area of the levee district. This tax constituted an onerous

burden upon the property owners of the levee district and the cost of the work exhausted the authorization for indebtedness. This tax burden yet remains to be an onerous condition and it has not been deemed equitable or prudent further to burden the properties subject to taxation within the levee district, in order to alter said levee system, increase the capacity thereof, and cause the same to be adequate to care for the floods which must be expected to recur.

(d) By reason of the realization of the facts hereinbefore recited, among other reasons, Second Party was created in October, 1924. Soon thereafter Second Party caused a preliminary survey to be made in order to determine what was necessary to be done in order to abate the hazard which then existed. In July, 1927, Second Party adopted a plan for improvements, estimated by the Engineers to cost not to exceed \$6,500,000.00. This plan for improvement contemplated control of floods from the West Fork by means of two retarding dams, now completed and ready for service. It was not deemed, by Second Party, practicable to control the waters of the Clear Fork by means of retarding dams, but it was anticipated that this control could be effected by remodeling and increasing the capacity of the existing levee system, at a cost not to exceed \$250,000.00. It was deemed essential first to provide for the control of water upon the West Fork and next, within the limits of the money which might then remain available, to increase the capacity of the levee system, under a tax plan whereby the cost of additional work would be spread over the affected persons and properties of the larger area embraced within the boundaries of Second Party.

(e) Said plan for improvement, upon its adoption, became and remains to be a public record. Said plans and specifications therefor, in so far as they relate to said levee system, have received approval by the Reclamation Engineer of the state of Texas, but execution thereof has been delayed through an attempt to obtain needed cooperation in certain particulars by public administrative bodies other than the parties to this contract. Although diligent effort has been made to procure cooperation for the increase of the flow-way under the viaduct over the Clear Fork on West Seventh Street in the city of Fort Worth, it has not been possible to procure assurance that said bridge alteration will be made at any definite time. Neither party to this agreement

has the power, authority or available funds for the alteration of the bridge and the increase of the capacity of the flow-way under said bridge.

(f) Notwithstanding the inability of the parties hereto to make the alterations in said bridge, or to procure the same to be immediately done, it is true that the remodeling of the levee system, in accordance with the plans and specifications therefor, will afford an increase of the protection against flood, of such degree as now makes it imperative that the work required for the remodeling of the levees be accomplished with the least possible delay, in anticipation that the flow-way under said bridge ultimately will be made adequate and thereby will accomplish the full benefit which said original plan was designed to give. The parties hereto are of the opinion that the remodeling of the levee, independently of the increase of the flow-way under said bridge, will afford to the land and properties embraced within the boundaries of First Party and to the city of Fort Worth as a whole, protection against all floods save those approaching the magnitude of the highest floods which may be anticipated to come upon this area: For this reason the parties hereto deem it to be their instant duty to abate the related flood hazards to the greatest degree which is now within their power to perform.

(g) Said plan for improvements does not contemplate changing the location of the base of the levees either upon the Clear Fork in the area north of the West Seventh Street Viaduct or the West Fork in that part of the levee system which is located to the West of the Paddock Viaduct, on North Main Street in the city of Fort Worth. Within this area the change is anticipated to relate only to increasing the height of the levees and the width of the bases thereof.

As to all of that part of the levee system situated to the south of said West Seventh Street Viaduct, the plan will require the abandonment and removal of the existing levee embankment and the relocation of the same in a more westerly position, extending in a southwesterly direction through Trinity Park to an abutment against a hill located at the westerly edge of said Park. The Park Board of the city of Fort Worth has given assurance that it will furnish, without cost, the new right of way required for said relocation of the

levee and also permit the taking of borrow earth either from the existing levee or from the space between the said levee and the river.

3- First Party recognizes that the proposed alteration of said levees will increase the value and the efficiency of the improvements under its control, in consideration of which it now desires to make available to Second Party, without cost to it, all rights of easement, ingress, egress, and rights for the taking of borrow earth which now may be lawfully under the ownership, possession or control of First Party.

3- (h) It is recognized that Second Party has not now available to it funds adequate for carrying out that part of the levee plan which relates to the area to the east and northeast of said Paddock Viaduct. It further is recognized that the funds which are anticipated to be immediately available to Second Party are adequate to carry out that part of said levee plan relating to the areas situated to the west of said Viaduct. It further is recognized that the greatest flood hazards exist because of the present condition of that portion of the levee system which is situated to the west of said viaduct, and that injury which might occur by reason of omitting the work to the east of said viaduct, is of less magnitude and more remote than the hazards which are peculiar to the westerly portion of said levee system. It is recognized that completion of the work in the area to the west of the Paddock Viaduct is not dependent for its benefits upon the work which in the future may be done in the area to the east of said viaduct. Because of these conditions both parties hereto deem it to be their duty to proceed to the full extent which the present limitations of available funds will permit.

(i) It is the intent of Second Party to proceed under this contract in such manner that the improvement now proposed to be provided by Second Party will be accomplished without cost or expense to First Party; provided only, that this shall not include any overhead, organization, engineering, or legal expense which First Party may desire to incur because of this undertaking.

#### RECIPROCAL CONDITIONS OF THE AGREEMENT.

1.

IN CONSIDERATION of the hereinafter recited obligations, to be kept and performed by Second Party, First Party hereby does stipulate and agree as follows:

(a) To render unto Second Party full cooperation in all manners which may be required to promote and render practicable performance of the obligations undertaken by the Second Party under this Agreement; it being understood, however, that First Party shall not contribute any money whatever to the procural of rights of way or easements or the payment of any damages which may grow out of the construction of the improvement contemplated hereby, or to liquidate any part of the cost of materials, labor, engineering, legal, superintendence, organization, or other expenses which may be incident to the construction of said improvements.

(b) While First Party unqualifiedly retains the title to, and its control of, the existing levee system, together with all rights of way, easements, and other rights which heretofore have been acquired by First Party as an incident to the construction and maintenance of the existing levee system, it hereby expressly obligates itself that it will make all such properties and property rights available to Second Party, its contractors and agents, without let or hindrance, to that full extent which would prevail were the remodeling of said levee system to be done by and under the direction of First Party. It is understood that Second Party is not to yield or pay to First Party any money consideration for the rights, easements and agreements hereby vested in Second Party, the total consideration being the enhancement of the efficiency and value of the properties owned and controlled by First Party. It is expressly stipulated that during the progress of the work contemplated hereby Second Party shall have no greater control over the properties and easement of First Party than may be needed to promote the work to be done by Second Party, and immediately upon completion of the work all right of control of said property by Second Party shall instantly become extinct. ④

(c) As part hereof reference hereby is made to the maps, plats and plans for the alteration of the levee system of First Party, which now are on file as a public record in the office of the engineers for Second Party, in Fort Worth, Texas. Said record shall be considered as though it were incorporated

herein. [It is understood that the work to be done hereunder shall relate only to that part of the levee system which is situated West of the Paddock Viaduct over the Trinity River, on North Main Street in the city of Fort Worth.]

3 [If in order to carry out the obligation of Second Party it becomes necessary for it to acquire rights of way, easements or borrow ground by means of condemnation, and should it in that case be deemed essential that First Party be included in the proceedings for condemnation, as a plaintiff; then, and in that event, Second Party hereby is authorized to prosecute any such proceeding in the name of First Party, either as the sole plaintiff or as co-plaintiff with Second Party. It is stipulated that First Party shall be indemnified by Second Party against any awards or court costs which may grow out of any such proceeding and that Second Party shall furnish all legal services necessary for any such proceeding. In case such condemnation proceeding should result to place the record title to any right or property in Second Party, the same shall inure to the use and benefit of First Party. Second Party shall be obligated to make lawful conveyance of any such property or right to First Party, within a reasonable time after completion of the work contemplated hereby, which in any event shall be within ninety days thereafter.]

2.

IN CONSIDERATION of the agreement hereinbefore recited, to be kept and performed by First Party, Second Party hereby does obligate and bind itself as follows, i. e.:

All obligations of First Party hereunder shall be subject to and dependent upon these specific conditions, which are:

3 1. The Park Board of the city of Fort Worth, or the city of Fort Worth, as the facts and law may require, shall actually convey to First Party, and make available to Second Party, without cost to either First Party or Second Party, all rights of way, easements and material borrow grounds on, over and from lands owned or controlled by them, or either of them, in so far as may be needed for the construction of the improvement contemplated hereby. All other needed rights of way and easements shall be procured at the cost and expense of Second Party, and it agrees to hold First Party harmless against any liability which may be incident thereto. ①

2. It is contemplated, under an existing contract between the Second Party and the Federal Emergency Administration of Public Works, that there will become available to Second Party a sum of money approximately to be \$165,000.00. It is anticipated that approximately \$126,000.00 of said sum will be realized from the sale of 126 bonds of Second Party and that approximately \$40,000.00 (actually to be 30% of the cost of the labor and materials required for the project) will be realized from an outright grant. Second Party shall not have any liability under this agreement exceeding that money which may become actually available from said anticipated sources.

However, said money having become available, Second Party agrees that it will expend so much thereof as may be required for the doing of the work hereby contemplated, but in no event shall Second Party have obligation for the payment of money hereunder in excess of the funds which may be so realized.

3. When the conditions specified in paragraphs 1 and 2, foregoing, have been satisfied, then Second Party will proceed with all reasonable diligence for the actual construction and completion of the improvements contemplated by the plans and specifications hereinbefore referred to, in so far as said plans relate to the area situated west of the Paddock Viaduct in the city of Fort Worth, and within the boundaries of First Party.

4. During the construction contemplated hereby, Second Party, its engineers and contractors will accord to First Party or anyone chosen by it to guard its interest in this matter, the fullest cooperation to effect the common object involved, in such manner as may be required to enable both parties to discharge their lawful duties.

5. Second Party expressly agrees that upon completion of the work contemplated hereby it will surrender to First Party, or its lawful successors in right, all control over the levee system as the same now is and as the same may be after alteration thereof as contemplated by this agreement; and, if required by First Party, will execute any and all lawful evidences of the exclusive rights and title of Second Party thereto.

3.

EACH PARTY HERETO represents that its governing body, in the manner conforming to the law of its being, has validly and duly enacted an order, or



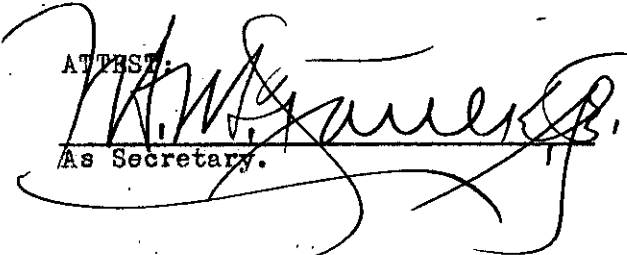
ordinance, approving the execution of this contract and directing that the contract do be executed in its name, in the manner and form required by law.

IN TESTIMONY WHEREOF: Said Fort Worth Improvement District No. 1 has caused this contract to be executed in its name by E. H. McKinley, as Chairman of its Board of Supervisors, and to be attested by Melvin M. Faulk, Jr., as Secretary of its Board of Supervisors, with the District's corporate seal; and:


Said Tarrant County Water Control and Improvement District Number One has caused this contract to be executed in its name by C. A. Hickman, as President of its Board of Directors, and to be attested by W. K. Stripling, as Secretary its Board of Directors, with the District's corporate seal.

This 9th day of November, A. D. 1935.

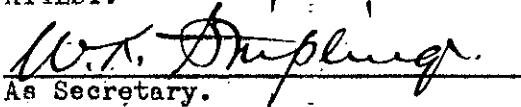
ATTEST:

  
As Secretary.


FORT WORTH IMPROVEMENT DISTRICT NO. 1,

By   
As Chairman.

ATTEST:

  
As Secretary.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

By   
As President.

RESOLUTION

WHEREAS, when Tarrant County Water Control & Improvement District Number One was created one of the purposes of its organization was remodeling and increasing the capacity of the system of levees in the City of Fort Worth, erected and controlled by Fort Worth Improvement District No. 1, such levee improvement work to cost an estimated amount of \$250,000.00, and it is recognized by the Board of Supervisors of Fort Worth Improvement District No. 1 that the improvement of said levees is needed; and

~~WHEREAS~~ <sup>Number One</sup> ~~WHEREAS~~, said Tarrant County Water Control & Improvement District ~~No. 1~~ does not now have available the sum of \$250,000.00 for said purpose, but has represented to this Board that it does have available the sum of approximately \$165,000.00 therefor at this time, and that it is willing and desirous of now constructing certain improvements to said levee system, such as can be provided by the expenditure of said amount, in accordance with plans therefor which have been submitted to and approved by the Reclamation Engineer of the State of Texas, provided this Board enter into a contract and agreement relative to such levee improvement work, a copy of which agreement, dated November 9, 1935, is submitted and presented with this Resolution, and is made a part of this Resolution to the same extent as if set forth in full herein; and

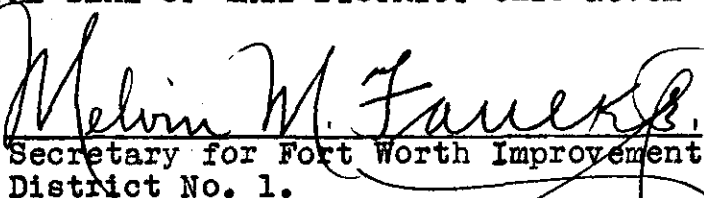
WHEREAS, it is the interest of the Levee District, and the protection of rights of property and person, that such levee improvement work as can now be done be deferred no longer, and the advantages afforded by such work to be done by said Tarrant County Water Control & Improvement District Number One under said contract are such that it is inadvisable to delay such work as can be done now thereunder until such time as the entire \$250,000.00 originally contemplated might become available:

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Secretary of this Board be, and they are, hereby authorized and directed to enter into and execute said contract and agreement.

\* \* \* \* \*

I hereby certify that the above is a true and correct copy of a Resolution of the Board of Supervisors of Fort Worth Improvement District No. 1, at which all members of said Board were present, and which meeting was duly and regularly held on November 9<sup>th</sup>, 1935.

WITNESS MY HAND AND THE SEAL OF SAID DISTRICT this November 9<sup>th</sup>, 1935.

  
Secretary for Fort Worth Improvement District No. 1.

"EXHIBIT B"  
11/9/35.

VOUCHER CHECKS ISSUED OCTOBER 11 TO OCTOBER 25, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
<u>Construction Custodian's Residence</u>			
4418	John Rhoades	Carpenter W/E 10/11/35	\$ 12.00
4419	C. H. Elliott	Carpenter W/E 10/11/35	12.00
4420	M. S. Carr	Carpenter-Contractor W/E 10/11/35	22.00
4421	C. R. Eager	Painter W/E 10/11/35	20.00
4422	R. D. McDaniel	Labor W/E 10/11/35	2.00
4423	J. L. Davis	Balance on Stone Work	60.40
4424	The Southwest Telephone Co.	Phone Service, October BP	9.80
<u>Construction Custodian's Residence</u>			
4425	C. H. Elliott	Carpenter W/E 10/18/35	20.00
4426	C. R. Eager	Painter W/E 10/18/35	20.00
4427	R. D. McDaniel	Labor W/E 10/18/35	4.60
4428	M. S. Carr	Carpenter-Contractor W/E 10/18/35	20.00
4429	Morrow Wrecking Co.	Payment on Material A/c M. S. Carr	300.00
4430	C. R. Eager	Painter W/E 10/25/35	20.00
4431	C. H. Elliott	Carpenter W/E 10/25/35	20.00
4432	M. S. Carr	Carpenter-Contractor W/E 10/25/35	20.00
4433	R. D. McDaniel	Labor W/E 10/25/35	2.00
4434	E. W. Sinclair	Laying Tile in Bathroom	10.00
4435	Bob Sinclair	Painter W/E 10/25/35	2.75
4436	W. Armstrong	Sanding Floors	17.00
T O T A L			\$ 594.55

Phone Service \$ 9.80

Construction Custodian's Residence BP 584.75

T O T A L ..... \$594.55

VOUCHER-CHECKS #4437 TO #4470, INCLUSIVE, DATED NOVEMBER 8, 1935

<u>NO.</u>	<u>ISSUED TO</u>	<u>COVERING</u>	<u>A M O U N T</u>
4437	C. A. Hickman	Director's Fees	\$ 20.00
4438	E. E. Bewley	Director's Fees	10.00
4439	W. K. Stripling	Director's Fees	10.00
4440	Joe B. Hogsett	Director's Fees	20.00
4441	W. S. Cooke	Director's Fees	10.00
4442	Sidney L. Samuels	Legal Services	333.33
4443	Ireland Hampton	Legal Services	500.00
4444	E. B. Cheatham	Salary	200.00
4445	Alice McConnell	Salary	90.00
4446	D. T. Riggs	Salary as Custodian EM	60.00
4447	R. A. Hunter	Testing Elevation in Well, EM	7.50
4448	Lee Riggs	Labor EM	35.40
4449	C. L. McNair	(Salary, Custodian, BP \$ 100.00 (Allowance 7.50)	107.50
4450	C. L. McNair	Reimbursement-Freight charges paid on filter	2.34
4451	Chase Elder	Team & Driver, BP	6.12
4452	R. D. McDaniel	Labor BP	3.40
4453	Hawley, Freese & Nichols	(Engineering & Supervision: ( Month of October EM \$ 50.00 ( Month of October BP 150.00)	200.00
4454	Cancelled		Cancelled
4455	Wm. Capps Building Co.	Office Rent, November, 1935	40.00
4456	Crouch Hardware Co.	3 Keys, EM	1.05
4457	H. H. Hardin	Quarter Round & Doorstop, BP	2.10
4458	Home Telephone & Electric Co.	Phone Service, EM	7.50
4459	Kaker Bros.	Nails, Files, etc., BP	2.05
4460	Nash Hardware Co.	2 Wrenches, etc.	5.40
4461	The Southwest Telephone Co.	Phone Service, BP	7.35
4462	Southwestern Bell Telephone Co.	Phone Service, Office	11.20
4463	Stafford-Lowdon Co.	Legal Ruled Pads	1.45
4464	Sloan Lumber Co.	Material for Weir #2, EM	4.97
4465	Texas Electric Service Co.	Minimum Charge, Electric Service EM	15.00
4466	Texas Power & Light Co.	Electric Service, BP	7.56
4467	E. O. Wood Roofing & Metal Co.	Metal for Weir #2, EM	1.00
4468	H. D. Young, Postmaster	Postage Stamps	4.00
4469	John Bourland, Tax Assessor & Collector	Payment on Contract—Assessing and Collecting taxes	1,000.00
4470	C. A. Hickman	Traveling expense, use of personal car	9.90
		T O T A L	\$ 2,736.12

DISTRIBUTION OF VOUCHERS #4437 TO #4470, INCLUSIVE

Directors		\$ 79.90
Legal		833.33
Office		346.65
Assessing and Collecting Taxes		1,000.00
Eagle Mountain Dam:	Custodian's Salary	\$60.00
	Engineering & Supervision	50.00
	Phone service	7.50
	Electric Service, Minimum charge	15.00
	Labor	35.40
	Supplies	6.45
	Materials for Weir	5.97
	Testing Elevation in Well	7.50
		187.82
Bridgeport Dam:	Custodian's Salary & Allowance	107.50
	Engineering & Supervision	150.00
	Phone Service	7.35
	Electric Service	7.56
	Custodian's Residence	11.86
	Materials for Water Tank	2.10
	Supplies	2.05
		288.42
T O T A L . . . . .		\$ 2,736.12

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

	<u>CONSTRUCTION FUND</u>	<u>MAINTENANCE FUND</u>	<u>INTEREST AND SINKING FUND</u>
BOOK BALANCE October 10, 1935	\$ 68,368.77	\$ 34,106.87	\$ 99,498.87
RECEIPTS: Taxes, Penalty, etc.		455.69	15,949.26
Interest on Collector's D/B		.05	1.59
Interest on Bank D/B	14.07	7.22	20.23
Land Rentals		210.00	
Sale of Land	881.25		
Miscellaneous	2.25		
	<u>\$ 69,266.34</u>	<u>\$ 34,779.83</u>	<u>\$ 115,469.95</u>
DISBURSEMENTS:			
Vouchers #4418 to #4436, Inclusive, October 11 to October 25, 1935, Inclusive	<u>584.75</u>	<u>9.80</u>	
	<u>\$ 68,681.59</u>	<u>\$ 34,770.03</u>	<u>\$ 115,469.95</u>
DISBURSEMENTS:			
Vouchers #4437 to #4470, Inclusive, Dated November 8, 1935	<u>13.96</u>	<u>1,722.16</u>	<u>1,000.00</u>
BOOK BALANCE November 8, 1935	\$ 68,667.63	\$ 33,047.87	\$ 114,469.95

DISBURSEMENTS TO BE MADE OUT OF INTEREST AND SINKING FUND BY DECEMBER 31, 1935

Auditing Tax Collections	\$ 525.00
December 31, 1935, Payment on Contract, Assessing & Collecting Taxes	<u>1,250.00</u>
TOTAL DISBURSEMENTS TO BE MADE BY DECEMBER 31, 1935	\$1,775.00
NOVEMBER 8, 1935, CASH IN INTEREST & SINKING FUND (BOOK BALANCE)	<u>114,469.95</u>
UNENCUMBERED BALANCE NOVEMBER 8, 1935 . . . . .	\$112,694.95