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 16TH DAY OF JANUARY, 1953, AT 2:00 P.M.

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

PRESENT

ABSENT

Joe B. HogsettW. L. PierHouston HillA. T. Seymour, Jr.Dan H. Priest

Also present were Sidney L. Samuels, General Counsel, of the District, C. L. McNair, General Manager of the District and Marvin C. Nichols, of the firm of Freese and Nichols, Consulting Engineers for the District.

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

1.

The main business of the meeting was to consider and open the bids, for which due advertisement had been published, for the construction of a 24" Water Line and a 20" Sanitary Sewer, with appurtenances across the Trinity River in Fort Worth, Texas. The Water Line is generally known and generally designated as the "24 inch Cold Springs Road Water Line", and the sewer line is generally known and described as the "20 inch Siphon on Sanitary Sewer Main 162".

It was found that eight (8) bids for the construction of these two improvements had been submitted to the Board. The tabulation of the bidders and the amount of each bid was as follows:

学后门

-1-

Whittle Contracting Co.	Dallas	\$ 51,506.00 55,670.80
H. B. Zachry Company Russ Mitchell Inc. and	San Antonio	55,670.80
Bruce Construction Co.	Fort Worth	58,790.00 64,202.40
Sira and Payne	Dallas	64,202.40
F. S. Oldt Company	Fort Worth	72,530.00
Southern Construction Co.	Oklahoma City	73,551.70
Steed Construction Co.	Fort Worth	79,580.00
Ottinger Construction Co.	Fort Worth	104,980.00

After such bids had been read to the Board, and to interested bidders, who were present at the meeting, by Mr. Marvin C. Nichols, the engineer of the District, and each having been duly examined with respect to the amount of the bid, and the bid which was to the best interest of the District, it was recommended by Mr. Marvin C. Nichols to the Board of Directors, that the contract be awarded to the Whittle Contracting Company of Dallas, Texas, on its bid of \$51,506.00, and that, on due preparation of the contract between the District and the said Whittle Contracting Company and the making of the bond as required by law for the observance of the contract and the completion of same, the award to said Whittle Contracting Company by the District be made final, and further, that the contract and bond be prepared after conference between Mr. Marvin C. Nichols, Engineer of the District and Sidney L. Samuels, General Counsel of the District, and be approved by each and both of them as to the form and contents; that said contract then be executed on behalf of the District by Mr. Joe B. Hogsett as President, and attested by Mr. Dan H. Priest, as Secretary.

On motion of Director Hill, seconded by Director Priest, the foregoing action was unanimously adopted, all Directors voting "aye" thereon.

-2-

Mr. Ben F. Hickey, Land Agent of the District, then presented to the Board a tentative agreement between Nick, Katie and Despina Vlottos, the owners of 27.928 acres of land necessary to be acquired for the Floodway Project, in which the said owners offered to sell same to the District for such purpose for the amount of \$41,892.00. In discussing this purchase and the price demanded by the owners, it was found that in all probability, in the event of trial by condemnation in the courts, a jury, judging by like cases in the courts, would probably award a greater amount of money than the owners thereof asked. It was therefore deemed expedient to accept the terms of the owner and make purchase accordingly.

On motion of Director Hill, seconded by Director Priest, all the Directors voted "aye" on the proposition to purchase such lands at the price above mentioned and that a suitable contract concerning the acquisition thereof be prepared and submitted to Sidney L. Samuels, General Counsel of the Board, for examination and approval.

The motion as thus presented and seconded was unanimously adopted; all the Directors present voting "aye" thereon.

#### 3.

Following the above mentioned matters, there was presented to the Board for its consideration of the matter of subscribing to the Texas Legislative Service, which would give and transmit a daily record of the Legislative proceedings of the Legislature, which has just convened. The price for such service was given as \$250.00.

Questions were addressed to the General Counsel of the District, Mr. Sidney L. Samuels, as to the desirability of sub-

<del>~3</del>~

#63

2.

scribing to such service. The answer of the Counsel was, in times past the Board had subscribed to this service and by that means had been enabled to keep step with all legislature that affected and concerned water control and improvement districts, and that he, the Counsel, doubted very much if the District could keep in accurate touch with the proceedings in the absence of such reports, and that on several occasions in times past, legislation which would have seriously affected the District to its detriment had been averted through the knowledge obtained from such service.

. . . . . . . . .

- -

On motion of Director Priest, seconded by Director Hill, such subscription was ordered to be made on behalf of the District at the price of \$250.00, above mentioned. On submission of the motion, all the Directors present voted "aye" thereon.

4.

Mr. Marvin C. Nichols, Engineer for the District, presented contracts covering the rental of supersonic equipment owned by the Corps of Army Engineers, which equipment had been rented and used under the direction of Mr. McNair, and Freese and Nichols, in the lake capacity surveys of Bridgeport and Eagle Mountain Lakes, which had heretofore been ordered by the Board. Mr. Nichols explained that the contract covered the use of the equipment and operator at a daily rental rate of \$98.48. The equipment was used seven and one-half days on work for the District at Bridgeport and Eagle Mountain Lakes, and two and one-half days on Lake Worth.

Mr. Nichols further explained that the Corps of Engineers, above mentioned, desired to have one contract for the rental of the equipment, and inasmuch as the larger part of the work was done for

#64

-4-

the District, it seemed reasonable for the District to execute the contract, and, in turn, bill the City of Fort Worth in the amount of \$246.20, being two and one-half days at \$98.48 per day.

-----

Mr. Uel Stephens, Director of Fort Worth City Water Depart. ment, advised the District Engineers that the City would pay this amount, upon receipt of statement from the District.

This matter is fully set forth in a letter dated January 2, 1953, addressed to the Board by Mr. Nichols, as District Engineer. The original of said letter is attached and made a part of the minutes hereof.

Mr. Nichols recommended that the District execute the contracts, and also that the District bill the City of Fort Worth in the amount of \$246.20, as the City's part of the cost for the use of the equipment on Lake Worth.

It was moved by Director Hill, seconded by Director Priest, that the contract with the Corps of Engineers for the use of supersonic equipment in the amount of \$984.80 be executed, and further moved, that Mr. Cheatham, Office Manager, be instructed to send a statement to the City of Fort Worth, attention Mr. Uel Stephens, Director of Water Department, in the amount of \$246.20, which is the rental cost of the equipment use on Lake Worth.

The motion having been submitted to the Board, all the Directors present, voted "aye" thereon. It was so ordered.

5.

It was reported by Mr. Nichols, that in accordance with previous instructions of the Board, that he had looked into the matter of the statement for services rendered by Brookes Baker

#65

-5-

for surveying, mapping, etc., as set forth in the statement dated December 1, 1952, of Mr. Baker, in the amount of \$4,626.80. Mr. Nichols stated that he had discussed the matter with Mr. John Baker, Mr. Birdsong of Mr. Baker's office, and Mr. Hickey, and had also examined the field notes, maps, etc., covered by the statement. Mr. Nichols further stated that he had set forth in a letter dated January 15, 1953, to the Board a more complete description of the services covered by the statement referred to and he recommended that the statement of charge be paid. A copy of the letter dated January 15, 1953, from Mr. Nichols addressed to the Board, is attached hereto and made a part of these minutes.

......

Upon consideration of the matter by the Board, it was moved by Director Hill, seconded by Director Priest, that the statement of Brookes Baker, dated December 1, 1952, in the amount of \$4,626.80 be paid.

The motion having been submitted, all the Directors present voted "aye" thereon. It was so ordered.

6.

Mr. Nichols presented the first and final estimate of the Bruce Construction Company in the amount of \$1,600.00, for the extension of a valave vault of the 24" Water Line near Cold Springs Road. It was explained by Mr. Nichols that this work was authorized by the Board at a meeting held on October 2, 1952, in the same amount as this estimate.

This work was made necessary by reason of the levee being constructed by the Army Engineers in this vicinity, which would

# h h

-6-

have covered up this valve vault unless it were extended.

After consideration of the matter, it was moved by Director Hill, seconded by Director Priest, that estimate number one and final, in the amount of \$1,600.00 of the Bruce Construction Company, for valve vault extension of 24" Water Line near Cold Springs Road be paid. The motion having been submitted, same was unanimously carried.

7.

Mr. Nichols presented for discussion and consideration survey phases of Sewer Main 1-I-1, where it crosses the Trinity River near LaGrave Field. Mr. Nichols explained that plans and specifications for this River Crossing were about completed, and that the Engineers would desire to have bids taken on this work in the near future. It was requested by the Engineers that authorization be given to extend the present order for cast Iron pipe and fittings with James B. Clow to include the cast iron pipe fittings for this Sewer Main 1-I-1. Mr. Nichols pointed out that competitive bids were taken recently by the Board in connection with other projects, and that the contract for pipe and fittings at that time had been awarded to James B. Clow. Mr. Nichols further advised the Board that the estimated cost of pipe and fittings was \$11,797.59.

Upon consideration by the Board, it was moved by Director Hill, seconded by Director Priest, and unanimously carried, that the Engineers be authorized to extend the existing contract with James B. Clow to include the necessary cast iron pipe and fittings for Sewer Main 1-I-1.

#87

**⊷7**⇔

In connection with this same River Crossing, Mr. Nichols requested approval of a wage rate schedule for the project. It was explained that this wage rate schedule, as presented, was the same schedule as heretofore considered and adopted by the Board for use of the East First Street Water Line Project, Sewer Main 162, and the Cold Springs Road Water Line.

Mr. Nichols stated that insofar as he knew, this schedule had been satisfactory to all parties concerned in the construction of the above mentioned project, and he knew of no reason why the schedule should be changed.

Upon consideration of these matters by the Board, it was moved by Director Hill, seconded by Director Priest, that the wage scale as presented be approved; all directors present voted "aye" on the motion. It was so ordered.

8.

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

FREESE AND NICHOLS CONSULTING ENGINEERS 407-410 DANCIGER BUILDING TELEPHONE ED-5431 FORT WORTH, TEXAS

January 15, 1953

Attach to Minutes of January 16, 1953, At 2:00 P.M.

Board of Directors Tarrant County Water Control and Improvement District No. 1 502 Danciger Building Fort Worth, Texas

> Program B Floodway Surveys

#### Gentlemen:

Attached hereto is statement dated December 1, 1952, in the amount of \$4,626.80 for services rendered by Brookes Baker Surveyors, during the period February 16, 1952 to November 18, 1952. This work covers approximately a nine month period. It is necessary for Mr. Baker to search the records for information as to the owners of various lots, parcels and tracts of land. Field surveys are made to the the various plots of land to the "take line" as established by the Corps of Engineers. Maps are prepared showing the various owners of tracts and lots in relation to the "take line". Field notes are then prepared for the parcels of land required.

Mr. Baker has furnished the following information in connection with the statement:

"The statement sent to the Tarrant County Water Control and Improvement District No. 1 in December of 1952 was for work done during the period from February 16, 1952, to November 18, 1952, and was primarily for work done on the part of the West Fork and Clear Fork of the Trinity River upstream from Northeast 12th Street, which for the purpose of the statement was designated as the Fourth Phase.

The work covered by this statement included title search and written field notes for portions of sixty-three tracts, of which nine tracts, located in what has been designated as the third phase, had not been included in a previous statement or required amended notes to reflect a change in requirements by the U. S. Engineers.

Title search was made and title information shown on the map for fifty-two parcels varying from one lot to five acres in the area on the west side of the West Fork from Northeast 12th Street upstream to North Main Street.

S. W. F. TESE

M. C. I IOLS

Board of Directors, TCWCID NO. 1

**JANI15 (953** 

-2-

Title search was made and preliminary sketch prepared on the Texas Electric Service Co. property north of the West Fork east of North Main Street and north and south of the West Fork and Clear Fork west of North Main Street, after which a conference with the Texas Electric Service Co. and later with the Company and the U. S. Engineers resulted in an agreement for the Company and the Engineers to work out their separate requirements into a mutual agreement.

Title search was made on thirty-three tracts in the area between Jacksboro Highway and W. Lancaster Avenue. Preliminary points for the Taking Line were computed and submitted to the U. S. Engineers for approval in the Trinity Park tract between West 7th Street and W. Lancaster Ave. and on the east side of the Clear Fordk from West 7th Street to N. Henderson Street.

As a portion of the field work for this phase had been accomplished and a statement rendered under the third phase it was considered as offsetting to include the notes for the tracts for the third phase work in this statement."

You will note the services cover a portion of the floodway downstream from N.E. 12th Street, between N. E. 12th and N. Main Bridge and between Jacksboro Highway and West Lancaster. Much of the area is divided into city lots. We have examined the Maps and field Notes furnished to the District. The extent of the work has been discussed with Mr. John Baker and Mr. Birdsong of the staff of Brookes Baker, and with Mr. Hickey.

We believe the statement to be fair and reasonable for the services rendered and recommend that it be paid.

Yours very truly,

FREESE AND NICHOLS

Marvin C. Nichols District Engineer TCWC & ID No. 1

MCN/gp

c.c. - Mr. Joe B. Hogsett

S. W. FREESE, M. C. NICHOLS

Attach to Minutes of

January 16, 1953. at

2:00 P.M.

FREESE AND NICHOLS CONSULTING ENGINEERS 407-410 DANCIGER BUILDING TELEPHONE ED-5431 FORT WORTH, TEXAS

January 2, 1953

JAN - 2 1953

Mr. Joe B. Hogsett, President Tarrant County Water Control and Improvement District No. 1 502 Danciger Building Fort Worth, Texas

Dear Mr. Hogsett:

#### Re: Rental Supersonic Equipment Lake Capacity Surveys

Enclosed herewith please find in quadruplicate Contract No. DA-41-443-eng-2023 covering lease of equipment from Corps of Engineers. The total amount of the lease is \$984.80. Three copies should be executed and returned to District Engineer, Corps of Engineers, Box 1600, Fort Worth, Texas. A signed copy executed by the District Engineer will be later returned to you by the District Engineer.

The equipment was used  $7\frac{1}{2}$  days on Bridgeport and Eagle Mountain Lakes.  $2\frac{1}{2}$  days was spent on Lake Worth. It is contemplated that the District will pay the Corps of Engineers \$984.80 and bill the City  $2\frac{1}{2}$  days at \$98.48 per day for a total of \$246.20.

The statement for \$246.20 should be sent to City Water Department, City Hall, Fort Worth, attention Mr. Uel Stephens.

Yours truly,

FREESE AND NICHOLS

Hichola annes By

Marvin C. Nichols District Engineer for Tarrant County Water Control and Improvement District No. 1

MCN:1k

cc: Mr. Uel Stephens

#### BOARD OF DIRECTORS

JOE B. HOGSETT, PRES. HOUSTON HILL, VICE-PRES. DAN H. PRIEST, SEC'Y A. T. SEYMOUR, JR. W. L. PIER

# TARRANI COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE

DANCIGER BUILDING - COR. 5TH AND THROCKMORTON STS. ED. B. CHEATHAM, OFFICE MANAGER

PHONE EDISON 3263

SIDNEY L. SAMUELS, GENERAL ATTORNEY

C. L. MCNAIR, GENERAL MANAGER

BEN F. HICKEY LAND AGENT

FORT WORTH 2, TEXAS.

January 19, 1953.

District Engineer Corps of Engineers Box 1600 Fort Worth, Texas

Buil Contract No. DA-41-443-Eng. 2023

Dear Sir:

As per your request, we are enclosing herewith contract No. DA-41-443-Eng. 2023 (in triplicate) which has been executed by Joe B. Hogsett, President, and certified by Dan H. Priest, Secretary.

Also enclosed herewith is this District's voucher-check No. 3492, payable to the order of Corps of Engineers. United States Army, Fort Worth District, in the sum of Nine Hundred Highty-four and .80/100 (\$984.80) Dollars, which covers the rental due under said contract.

### Respectfully,

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE.



BBC 1mh

Encl. Contract (in trip.) Voucher-check #3492. FREESE & NICHOLS DANCIGER BUILDING FORT WORTH 2, TEXAS

IAN 19 1953

#### Jamary 19, 1953

Nr. Uel Stephens, Director Fort Worth Water Department, Box 870, Fort Worth, Texas.

#### Re: Lake Worth Water Capacity Survey

Dear Mr. Stephens:

There is enclosed statement in the amount of \$246.20 due the Tarrant County Water Control and Improvement District Number One by the City of Fort Worth. This represents the use of the Army Engineers boat, supersonic equipment and personnel on Lake Worth. It was desired by the Army Engineers that a single contract for the use of the facilities be entered into by the Government with a local agency. The contract was executed by the Water Board covering the use of the equipment on Lakes Worth, Eagle Mountain and Bridgeport. The Water Board has now paid to the Government the entire cost including that done on Lake Worth.

The boat and equipment was used  $2\frac{1}{2}$  days on Lake Worth at \$98.48 per day for a total cost of \$246.20.

Check should be made payable to Tarrant County Water Control and Improvement District Number One and mailed to the District at 502 Danciger Building, Fort Worth.

Yours very truly.

FREESE AND NICHOLS.

RAAAA

Marvin C. Nichols, District Engineer, Tarrant County Water Control and Improvement, Dist. No. 1

NCN: m

cc: T. C. W. C. & I. D. #1 Joe B. Hogsett

# JAN 19 1953

## CITY OF FORT WORTH WATER DEPARTMENT CITY HALL, (Attention: Mr. Uel Stephens) FORT WORTH 2, TEXAS

TO

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, 502 DANCIGER BUILDING FORT WORTH 2, TEXAS

> Rental Supersonic Equipment used in making lake capacity survey, Lake Worth, during December, 1952

2.1/2 days @ \$98.48 per day .....\$ 246.20

This is in accordance with the agreement between Mr. Uel Stephens and Mr. Marvin C. Nichols, Engineer for the District.

Please make check payable to:

Tarrant County Water Control and Improvement District Number One 502 Danciger Building Fort Worth 2, Texas.

Contract No. DA-41-443 Eng-2023 Date: 27 October 1952

#### DEPARTMENT OF THE ARMY

· ·

LEASE OF GOVERNMENT-OWNED CIVIL WORKS PLANT OR EQUIPMENT (With or Without Operating Personnel)

LESSEE & ADDRESS: TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 Fort Worth, Texas

 $\left( \begin{array}{c} c \\ \mathbf{x} \\ \end{array} \right)$ 

LEASE OF: Corps of Engineers' Supersonic Equipment

ESTIMATED RENTAL: \$ 984.80

RENTAIS TO BE PAID TO: The District Engineer, Fort Worth District, Corps of Engineers, P. O. Box 1600, Fort Worth, Texas

This lease is authorized by the act of 8 August 1917 (40 Stat. 268).

Contract No. DA-41-443-Eng-2023

#### DEPARTMENT OF THE ARMY

Č,

#### LEASE OF GOVERNMENT-OWNED CIVIL WORKS PLANT OR EQUIPMENT (With or Without Operating Personnel)

THIS LEASE, entered into this 27th day of October 1952, by the UNITED STATES OF AMERICA (hereinafter called the Government), represented by the Contracting Officer executing this lease, and Tarrant County Water Control and Improvement District No. 1, a corporation organized and existing under the laws of the State of Texas of the City of Fort Worth in the State of Texas, (hereinafter called the Lessee), WITNESSETH THAT:

WHEREAS, the Government owns certain plant, equipment, apparatus and other facilities (hereinafter referred to as plant) which is listed and described in schedule A, attached hereto; and

WHEREAS, the Lessee desires the use of the plant (with operating personnel) for the purposes set forth in schedule A; and

WHEREAS, the Lessee certifies that privately owned plant cannot be obtained for the required purposes; and

WHEREAS, the use of the plant by the Lessee hereunder will not interfere with any required Government use;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE 1. Subject matter. - The Government leases to the lessee the plant listed and described in Schedule A which is attached hereto and made a part hereof, for use by the lessee for the purposes described therein. Schedule A may be supplemented from time to time whenever any item of plant is added to or withdrawn from the scope of this lease. Each such supplemental schedule shall contain the information required by Schedule A, shall be numbered as a supplemental agreement and shall be signed by the lessee and the Government.

ARTICLE 2. Rental periods. - The rental period for each item of plant shall commence on the date and at the place designated in Schedule A and shall continue until it is returned to said place of delivery or to such other place designated in writing by the contracting officer which is not more distant.

ARTICLE 3. Rental. - (a) The lessee shall pay rental as provided in paragraph (b) hereof at the rates and for the estimated rental periods specified in Schedule A, provided, however, that rental charges on any item of plant shall cease should such item of plant become a total loss or for such time in excess of one day as the operation thereof is suspended for emergency repairs as determined by the contracting officer.

(b) At or before the commencement of each rental period, the lessee shall pay to the Government all rental charges for the estimated rental period. Should

1

contracting officer, subject to the lessee's right of appeal under the "Disputes" article hereof.

ARTICLE 10. Insurance and additional security. - The lessee shall take all necessary steps to protect the interest of the Government in the plant. Unless otherwise directed in writing by the contracting officer, the contractor shall obtain fire and standard marine risk insurance (including marine collision) on all floating plants and at least fire insurance on any plant other than floating plant. All insurance shall be in amounts covering the full value of the plant insured, with provision therein for the protection of the Government, and shall be in effect for the complete rental period applicable hereto. However, if "deductible average" insurance coverage is obtained, the contractor shall deliver to the contracting officer a bond or deposit in an amount equal to the "deductible average."

ARTICLE 11. Termination. - If, in the opinion of the contracting officer, the use of the plant or any item thereof is at any time required by the Government, this lease may be terminated in whole or in part by the Government, without liability therefor, in which event the lessee shall return the plant as provided in Article 2, Rental periods.

ARTICLE 12. Government's right of access. - At all time during the term of this lease the contracting officer shall have access to the plant.

ARTICLE 13. Officials not to benefit. - No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 14. Covenant against contingent fees. - The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 15. Non-Discrimination in Employment. - In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin; and further agrees to insert the foregoing provision in all subcontracts hereunder except subcontracts for standard commercial supplies or for raw materials.

ARTICLE 16. Disputes. - Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may

3

(Eng Form 1382)

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE INITED STATES OF AMERICA GLEN L STEWART

(Contracting Officer)

WITNESSES

TARRANT COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 1 (lessee)

Βv Title

NOTE: In case of corporation, witnesses not required but certificate below must be completed. Type or print names under all signatures.

NOTE: Contractor, if a corplation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the termination settlement agreement and the certificate.

#### CERT IF ICATE

I, Dan H. Priest , certify that I am the <u>Secretary</u> of the corporation named as Lessee herein; that <u>Joe B. Hogsett</u>, who signed this Lease on behalf of the Lessee, was then <u>President</u> of said corporation: that said Lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

SCHEDULE "A"

Furpose for which plant is to be used and general location of use: Supersonic surveys of Eagle Mountain, Bridgeport and Lake Worth, located in Tarrant County District No. 1, Fort Worth, Texas

Place of delivery of plant to the lessee: Fort Worth, Texas

Item of Plant	Identifying number of				Estimated Rental period	Daily rental rate Rental rate for 8 hours or less (1 shift)
o	Recorder, Portable Mcdel ES 123, Ser. No. 47	\$2, <i>3</i> 73 <b>.</b> 8:	1 27 October	152	2 10 days	\$11.00
2.	Truck, 1 ton panel Chevrolet W-3244	606.0	5 27 October	152	2 10 days	1.00
3.	Boat, Garform 49er Utilabout and Motor Gray engine Model Phant four 45 H. P. Motor #F44 Ser. No. 17-507-51 PD-5102	218	0 27 October	15;	2 10 days	4.90
-1				lı	nsurance 3% _	\$16.90  \$17.41
40	labor & Travel allowances					\$61. <i>37</i>
	Surcharge (plus 25%)	Tota	al Daily rent	tal	rate	<u>\$19.70</u> \$98.48

THE UNITED STATES OF AMERICA

By

CLEN L CTOMART Contracting Gifficer

TARRANT COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO.

(Lesse) President