

lump sum payment of Seven Hundred Fifty Dollars (\$750.00);

(b) Upon the award of the construction contract to the successful bidder a sum equal to three per cent (3%) of the contract cost of construction, determined as set forth in Section 4, less the sum of Seven Hundred Fifty Dollars (\$750.00) being the payment for preliminary work; provided, that if no contract is awarded within three (3) months after the completion of the plans and specifications by the second party, and the delivery of same to the first party, the first party shall pay to the second party a sum equal to three (3%) per cent of the estimated construction cost, less the sum of Seven Hundred Fifty Dollars (\$750.00).

SECTION 6. In the event of the death or disability of any of the individuals composing the second party to this contract, this contract shall remain in full force and effect between the County and the remaining individuals composing the second party.

IN WITNESS WHEREOF, Tulsa County has caused this contract to be executed by its Board of County Commissioners, and attested by its County Clerk and the individuals members of the second party have hereunto set their hands this 22nd. day of October 1928.

TULSA COUNTY, OKLAHOMA, BY ITS BOARD OF COUNTY COMMISSIONERS.

ATTEST: O G WEAVER,  
County Clerk.  
(SEAL)

W W STUCKEY  
W L NORTH  
ED W HEDGECOCK } First party.

Victor H Cochrane  
Eugene N Wood  
Donald W Ippen. } Second Party.

Motion was made by Mr. North, seconded by Mr. Hedgecock, that the Board of County Commissioners enter into the above contract for the drawing of tentative plans and making of estimates for the construction of bridge at Sand Springs. All members voting in the affirmative, the motion was declared carried and was signed by the respective parties thereto.

Motion was made by Mr. North, seconded by Mr. Hedgecock, that Affidavits of Erroneous Assessment Numbered from 24953 to 25068 be and the same are hereby ordered allowed. Carried.

The following reports were received and ordered filed:  
Report of Hal Turner, Court Clerk for August, 1928.  
Report of Hal Turner, (County Court Division) for Sept. 1928.  
Report of Hugh Davis, Captain Highway Police Department for September 1928.

The following resolution was introduced by Mr. North, who moved its adoption said motion being seconded by Ed W Hedgecock. The Chairman ordered the Resolution read:

#### R E S O L U T I O N

WHEREAS, On the 30th. day of July 1928, a Contract was entered into by and between Tulsa County, Oklahoma, and Porter Construction Company, for the paving of certain highways,

AND, WHEREAS, the above mentioned contract requires that, when mutually agreed to by and between the County Board and the Contractor, the Contract may be extended to cover additional work of the same character.

AND, WHEREAS, Porter Construction Company has agreed to pave (1) One Mile on North Lewis Avenue, at the same prices which prevail in their original contract No. 199 and under the same specifications said work to be done immediately.

AND, WHEREAS, it is considered to be for the best interest of Tulsa County to accept the above agreement.

NOW, THEREFORE, BE IT RESOLVED, That Contract No. 199 with the Porter Construction Company be and the same is hereby extended to include One Mile on North Lewis Avenue between Sections 17-18, T 20 N., Range 13 E.

All members of the Commission voting in the affirmative, the motion was declared carried and the resolution adopted as read.

IN THE MATTER OF LAYING A PIPE LINE UNDER? ) BEFORE THE BOARD OF COUNTY COMMISSIONERS.  
THROUGH AND ACROSS CERTAIN HIGHWAYS. )

#### O R D E R.

NOW, On this the 22nd. day of October, 1928, the matter of the petition of THE TULSA HEIGHTS WATER SYSTEM for permission to lay a pipe line under, through and across certain highways in said County and State came up before the Board of County Commissioners of said County for hearing, and it appearing to the Board and each of the