

Motion was made by W.L.North, that the ^{award of} Contract for re-flooring BIRD CREEK BRIDGE, be and the same is hereby made to E.G.Fike Company. Motion was duly seconded by J.S.Shaver, and declared carried.

Motion was made by W.L.North, seconded by J.S.Shaver, that the Tulsa County Free Fair Board be requested to furnish the Board of County Commissioners with a detailed statement of expenditures for the fiscal year of 1922-23. Motion carried.

Adjournment ordered until 1:30 P.M. Tuesday, Dec. 18th. 1923.

Meeting was called to order by the Chairman. After quite lengthy discussions, the following Agreement was made and entered into by and between the Board of County Commissioners and the Missouri, Kansas and Texas Railway Company, by its representatives, Z.G.Hopkins and J.M.Metcalf.

A G R E E M E N T.

Between

BOARD OF COUNTY COMMISSIONERS, TULSA COUNTY, OKLA.

and

MISSOURI, KANSAS AND TEXAS RAILROAD COMPANY.

At a meeting of the Board of County Commissioners of the County of Tulsa, Oklahoma, with Z.G.Hopkins and J.M.Metcalf, representatives of the Missouri, Kansas and Texas Railroad Company, at Tulsa, Oklahoma, December, 18th. 1923, to consider the construction of an undercrossing of the Missouri, Kansas and Texas Railroad at Fifteenth (15th.) Street, the following agreement was reached between the County Commissioners and the authorized representatives of the Railroad Company, the terms of which are fully set out following:

It is agreed that the double twenty (20') foot reinforced concrete street undercrossing with two (2) six (6') foot side walk openings will be constructed at Fifteenth Street, the estimated cost of the completed crossing on the basis of the County Engineer's estimate being \$82,775.80, the estimate of cost of the work on the Right of way being \$45,365.77 and the estimate of cost of the work off the right of way being \$37,410.03. The estimated cost of the completed crossing on the basis of the estimate of the railroad engineers being \$101,457.50, the estimate of cost of work on right of way being \$47,500.00 and the estimate of construction off the right of way is \$53,957.50.

It is further agreed and understood that the double 20 foot opening is not required to meet the present traffic need, and that the railroad company will immediately do all the work on the right of way necessary to provide the double 20 foot opening, but that the County at this time will do only such work as is necessary to provide the proper ingress and egress through the sub-way under a 20' roadway.

It is further agreed that the County will pay all the construction cost of work off the railroad right of way, and that the Railroad Company will pay the construction cost of all the work on the railroad right of way, it being understood and agreed, that in consideration of the railroad at this time providing a structure for a double 20' roadway necessary to meet the future requirements, the County will pay to the Railroad Company on the completion of this work the sum of \$11,000.00 with the further understanding that in the event the work to be paid for by the railroad company actually costs less than the estimate of \$47,500. then the contribution to be made by the Railroad by the County will be reduced in proportion to the saving in the actual cost of the work to be done by the Railroad Company.

It is further agreed that the Railroad Company will prepare complete detailed plans and specifications for the proposed work without delay, and that upon the approval of the plans and specifications by the County of Tulsa and the Corporation Commission of the State of Oklahoma, a date for letting contracts for the proposed work shall be agreed upon by