

OK  
J.H.

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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 AT 12:15 P. M. ON SEPTEMBER  
16, 1930.

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

PRESENT:

W. R. Bennett  
E. E. Bewley  
C. A. Hickman  
Joe B. Hogsett

ABSENT:

W. K. Stripling, Out of the City.

At this meeting the following proceedings were had and done, viz:

Director Bennett presided in his capacity as President; In the absence of Director Stripling, Secretary of the Board of Directors, Director Hickman was chosen to serve as Secretary.

1.

There was presented to the Directors for consideration a proposed contract between this District and Mr. L. P. Card, Tax Collector of Tarrant County, Texas, which contract had been executed in duplicate by said L. P. Card, wherein there was stated the terms upon which he would serve this District as its Tax Collector for the period to begin September 1st, 1930, and to terminate at mid-night on September 30, 1931.

There was full consideration of this proposed contract, whereupon Director Bewley made a motion that the contract as proposed do be approved and confirmed as the act and deed of the District, and that Director Hogsett as Chairman of the Committee on Organization, do execute the proposed duplicate contract in the name of the District and as the act of the District. Further, that the District do require Mr. L. P. Card, as Tax Collector, to execute a Surety Company bond, payable to the District, in the sum \$35,000.00, to be later approved by the District, and to contain such terms and conditions as would in the opinion of the Attorneys for the District save and hold this District harmless against any loss which might occur through the failure of the said L. P. Card to account for the moneys collected by him for this District, and, or, to fully perform the conditions of the proposed contract for the full

10

term thereof. Further, that said contract, when so executed, together with the executed bond required of said Tax Collector do be attached to these Minutes in folio, to be marked "Exhibit A," and made part hereof. Further, that the premium on said bond do be borne by this District.

This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

2.

There was presented to the Directors a letter written by Messrs. Burch & Woodruff, on September 13, 1930, relating to procuring deed from the Guardian of Beatrice and Ophelia McDaniel, Minors, to cover the interest of said Minors in the lands located in Wise County, Texas. The sum to be paid to the Guardian for said Minors is \$221.28. It was represented that the Guardian for the Minors would not approve the sale unless the District would agree to pay the costs of the Probate proceedings now pending in the Probate Court of Wise County, Texas, which were reported to be approximately \$15.00. It was the sense of the Directors that the District should agree to pay the Court Costs, provided only that the same do not exceed \$20.00; Further, that this payment be authorized and that Messrs. Burch & Woodruff be so advised; It was so ordered.

3.

Director Bewley, as Custodian of the pledges delivered by the Continental National Bank presented the written request of said Bank, dated September 13, 1930, wherein the Bank requests to withdraw from pledge certain securities of the total par value \$285,000.00. He stated that he had verified the money of the District on deposit with said Bank and found the same to be \$312,642.89; that if the request to withdraw securities, as specifically described in the proposed reciprocal receipt to cover such withdrawal, the District would still be amply secured by the securities remaining in pledge. The request for said withdrawal of securities, together with the pre-executed reciprocal receipt, are in folio attached to these Minutes as "Exhibit B," and are hereby made part hereof. There was full discussion of



11

proposal, whereupon Director Hogsett made a motion that said request to withdraw securities from pledge do be granted, approved and confirmed; that Director Bewley do be authorized to deliver to the Bank the securities described, and to execute on behalf of the District the proposed reciprocal receipt. Further, that one multiple reciprocal receipt be delivered to the Depository Bank; that one such multiple reciprocal receipt be attached to these Minutes, and that one of such multiple reciprocal receipt do be attached to the original bond of the Depository Bank as "Exhibit 10". This motion was seconded by Director Hickman. Upon a vote being taken the motion was carried and it was so ordered.

No further business being presented the meeting was adjourned.

*C. P. Hickman*  
As Acting Secretary

APPROVED:

*W. M. Bennett*  
As President

"EXHIBIT A"

9/16/30.

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE

BOARD OF DIRECTORS

W. R. BENNETT, PRES.  
E. E. BEWLEY, VICE-PRES.  
W. K. STRIPLING, SEC'Y  
JOE B. HOGSETT  
C. A. HICKMAN

OFFICE 418 CAPPS BUILDING

PHONE 3-2848

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

SIDNEY L. SAMUELS } ATTORNEYS  
IRELAND HAMPTON }

HAWLEY AND FRIESE  
ENGINEERS

September 16, 1930.

Mr. L. P. Card,  
Tax Collector of Tarrant County,  
Fort Worth, Texas.

Dear Sir:

This letter is written by me in behalf of this District, in order to have a specific record of the agreement with you concerning the collection of Taxes for this District from and after mid-night of September 30th, 1930. Based on the negotiations with you, we hereby tender to you memorandum of agreement as follows, viz:

1ST: The time of your service in this matter will be from and after September 30th, 1930, and to include September 30th, 1931, at which time this agreement will fully expire.

2ND: For this service this District shall pay to you on December 30th, 1930, the total sum Fifteen Hundred (\$1500.00) Dollars, which shall be the full consideration for your services for the time from October 1st, 1930, to December 31st, 1930, both inclusive: The service rendered by you hereunder from January 1st, 1931, to September 30th, 1931, both inclusive, shall be done and performed without charge.

3RD: If you, from any cause, cease actually to function as Tax Collector of Tarrant County, Texas, and as Tax Collector for this District at any time prior to October 1st, 1931, then you shall be bound to reimburse this District on the basis as follows, viz:

For each calendar month, or fractional part thereof, as to which you may fail, or refuse, to render the service hereby contemplated, you shall, on demand, pay to this District in Fort Worth, Texas, in lawful money of the United States of America a sum to be computed at the rate of One Hundred Twenty-Five



(\$125.00) Dollars per month for each month, or fractional part thereof, as to which you may so fail to render the service contemplated hereby.

4TH: You will secure the District by the giving of a Surety Company bond, payable to the District, in such sum, or sums, as the District may require, it being understood that the premium on such bond, or bonds, shall be paid by this District.

5TH: You are to pay over to the District, (or its depository), all sums collected for the District during each calendar month, as promptly as it may be practicable to ascertain what sum has become due to the District by reason of collections made during the prior calendar month.

6TH: The interest to become payable from your depository, on account of interest on daily balances, will by you be paid over to this District to the extent to which this District's tax monies may have earned interest as part of the daily balances kept by you with your depository.

7TH: This agreement is made with the understanding that the tax rolls coming to you from the Tax Assessor will show the descriptions of property, the valuations of the same, and the amount of the tax which has been placed on the roll by the Assessor for the benefit of this District.

We appreciate your spirit of cooperation in this matter.

I write this letter as the authorized act of this District; the letter is written in duplicate and I have signed both as originals. In the left hand corner in a confirmation to be signed by you. If you agree to the stipulations of this letter you will kindly sign both letters as originals, retain one letter and deliver the other to us: We will thereby come to firm agreement.

I hereby ratify and confirm the agreement according to the terms of the foregoing letter.  
L. P. Clark  
Tax Collector in and for Tarrant County, Texas.

Yours very truly,  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,  
BY: [Signature]  
As Chairman of Committee on Organization.

STATE OF TEXAS )  
(  
TARRANT COUNTY )

KNOW ALL MEN BY THESE PRESENTS:

1.

L. P. CARD of Tarrant County, Texas, on September 16, 1930, contracted with TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE that he (he being the duly qualified Tax Collector in and for Tarrant County, Texas) would act as Tax Collector for said District for the full period from mid-night of September 30, 1930, to mid-night of September 30, 1931. Said contract has been entered into under the provisions of Section 33 of Chapter 25 of the Acts of the 39th Legislature of Texas. A copy of said contract is attached to this bond as "Exhibit A," and hereby is made part hereof.

2.

THE present term of office of said L. P. Card will expire in the month of January, 1931, but he has been nominated without opposition as a candidate for Tax Collector of Tarrant County, Texas, to be voted on in the month of November, 1930, whereby it is probable that the said L. P. Card will succeed himself as Tax Collector of Tarrant County, Texas, to serve for a period of two years next after January, 1931: It is understood that the intent of the attached contract is to bind the said L. P. Card, both during his present term of office and during his term of office next to ensue. It is provided in said contract that the total consideration of Fifteen Hundred (\$1500.00) Dollars is to be paid to the said L. P. Card on December 30, 1930, notwithstanding the fact that some part of said service is to be performed at a time later than December 30, 1930, and that such later service is to be performed by him free of charge.

NOW THEREFORE, I, L. P. Card, as principal, and Maryland Casualty Company, a Corporation chartered under the laws of the State of Maryland, and authorized to transact a Surety business in the State of



Texas, as Surety, are held and firmly bound to pay unto TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, in Fort Worth, Texas, the penal sum THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, by these presents.

THIS OBLIGATION, however, is intended as a bond, the conditions whereof are as follows, viz:

(a) The said L. P. Card shall faithfully perform his duties as Tax Collector for said Tarrant County Water Control and Improvement District Number One, and pay over to the designated depository of said District all funds or other things of value coming into his hands as such Officer, for the full period from mid-night of September 30, 1930, to mid-night of September 30, 1931.

(b) If the said L. P. Card, from any cause does cease actually to serve said Tarrant County Water Control and Improvement District Number One as its Tax Collector at any time after he has been paid the Fifteen Hundred (\$1500.00) Dollars agreed to be paid on December 30, 1930, and prior to October 1, 1931, then he shall repay to said District in Fort Worth, Texas, in lawful money of the United States of America a sum of money equal to One Hundred Twenty-Five (\$125.00) Dollars per month for each contract month as to which he may so fail to render the agreed service: Failure to render such service for a fractional part of a month shall be computed on the basis of a corresponding fractional part of the said sum One Hundred Twenty-Five (\$125.00) Dollars.

3.

IF THE said L. P. Card has well and truly performed the conditions of this bond and the said contract, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect.

4.

IT IS PROVIDED, in the event of loss hereunder, that the Surety shall be liable only for such portion of the total loss sustained

as this bond shall bear to the total amount of the bonds in force for the protection of the same risks as are covered by this bond.

WITNESS OUR HANDS at Fort Worth, Texas, this the 17 day of September, A. D. 1930.

L. P. Card  
Principal

MARYLAND CASUALTY COMPANY  
By E. S. Rutledge  
Attorney-in-Fact Surety

APPROVED AS TO FORM:

Ireland Hampton  
J. L. Mumby  
ATTORNEYS FOR DISTRICT

APPROVED AS TO SUFFICIENCY:

BY: W. M. Bennett  
AS PRESIDENT OF BOARD OF  
DIRECTORS OF TARRANT COUNTY WATER  
CONTROL AND IMPROVEMENT DISTRICT  
NUMBER ONE.



# RATIFICATION


Know all men by these Presents :

That MARYLAND CASUALTY COMPANY, a corporation created and existing under the laws of the State of Maryland, having its principal office in the City of Baltimore, doth hereby ratify and confirm the action of E. D. Rutledge ~~and~~ as Attorney-in-fact in executing the Public Official bond of L. P. Card, Fort Worth, Texas as Principal, in the penal sum of Thirty Five Thousand - - - - dollars (\$ 35,000.00 ), dated September 17th, 1923 given to the Tarrant County Water Control and improvement District No. 1 for the faithful performance of his duties as Tax Collector of Tarrant County Water Control and improvement District No. 1, Fort Worth, Texas

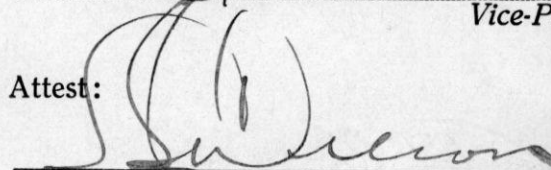
In Witness Whereof, the said MARYLAND CASUALTY COMPANY has caused these presents to be sealed with its corporate Seal and duly attested by the signatures of its Vice-President and Assistant Secretary, this 23rd day of September 1923.

MARYLAND CASUALTY COMPANY,

By:

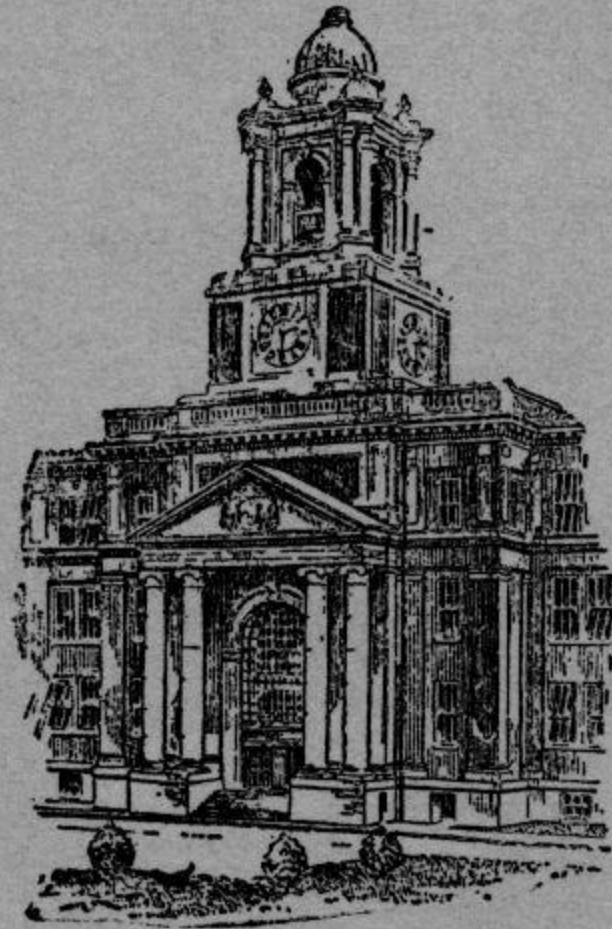
  
\_\_\_\_\_  
Vice-President

Attest:

  
\_\_\_\_\_  
Assistant Secretary



BOND OF  
**Maryland Casualty Company**  
BALTIMORE



ON BEHALF OF

**L. P. CARD**

IN FAVOR OF

TARRANT COUNTY WATER CONTROL  
& IMPROVEMENT DISTRICT No. 1

Amount \$ **35,000.00**

Dated **October 1st** 19**30**

POLICIES THAT PROTECT	<b>DuBOSE, RUTLEDGE &amp; MILLER</b>	SERVICE THAT SATISFIES
PHONE 2-4389		15TH FLOOR, FORT WORTH NATIONAL BANK BLDG.



"WITHDRAWAL OF SECURITIES"

ON THIS THE 15TH DAY OF SEPTEMBER, 1930, The CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, hereby acknowledges receipt of Securities heretofore pledged to secure TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE. Said securities are described in "Exhibits 1 and 2", which are attached to the bond of this Bank, as the District's Depository, and the same are specifically described as follows, viz:

UNITED STATES 1% TREASURY BONDS OF 1944-54:

NOS.	B00068782	(			
	C00068783	)			
	D00068784	(			
	E00068785	)			
	F00068786	(	PLEGDED BY EXHIBIT 1		
	G00068787	)			
	H00068788	(	DENOMINATION		
	J00068789	)			
	K00068790	(	\$ 10,000.00		\$200,000.00
	A00068791	)			
	B00068772	(			
	E00068775	)			
	F00068776	(			
	G00068777	)			
	H00068778	(			
	J00068779	)			
	K00068780	(			
	A00068781	)			
	A00068761	(			
	A00068771	)			

UNITED STATES 1% TREASURY BONDS OF 1944-54:

NOS.	A00032861	(			
	C00032863	)	PLEGDED BY EXHIBIT 2		
	D00032864	(	DENOMINATION		
	E00032865	)			
	F00032866	(	\$ 5,000.00		\$ 25,000.00

NOS.	G00068757	(			
	H00068758	)	PLEGDED BY EXHIBIT 2		
	J00068759	(	DENOMINATION		
	K00068760	)			
	B00068762	(	\$ 10,000.00	\$ 60,000.00	\$ 85,000.00
	C00068763	)			

TOTAL \$285,000.00

THE WITHDRAWAL of pledged securities hereby set out is due to the fact that the securities now under pledge are in excess of the amount required adequately to secure the District's deposits, and is in compliance with the law and the provisions of the contract between the Bank and the District.

THIS RECEIPT is hereby designated as "EXHIBIT 10", and is to be attached to the bond executed by said Bank on March 13, 1930.

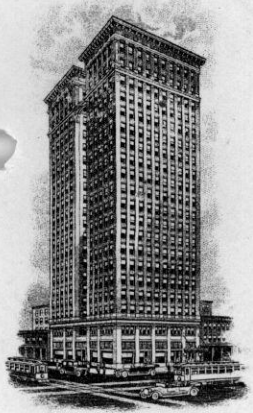
ATTEST:

[Signature]  
Cashier

CONTINENTAL NATIONAL BANK OF FORT WORTH,  
BY: [Signature]  
As President

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE,

BY: [Signature]  
As [Signature]



# CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$ 750,000 — SURPLUS \$ 250,000

**FORT WORTH, TEXAS**

September 13, 1930.

J. G. WILKINSON, CHAIRMAN  
H. H. WILKINSON, PRESIDENT  
A. E. THOMAS, VICE-PRESIDENT  
ED. H. WINTON, VICE-PRESIDENT  
J. E. WILLIS, VICE-PRESIDENT AND TRUST OFFICER  
H. C. BURKE, JR., ASST. VICE-PRESIDENT AND ASST. TRUST OFFICER  
H. C. WALLENBERG, ASST. VICE-PRESIDENT  
JOHN H. ERIKSEN, CASHIER  
OSCAR VOGEL, ASST. CASHIER  
V. M. BLAKELY, ASST. CASHIER

PLEASE ADDRESS YOUR REPLY TO WRITER

Board of Directors,  
Tarrant County Water Control & Improvement District #1,  
Fort Worth, Texas.

Gentlemen:

As of close of business September 13th, our books reflect the following balance to your credit, totaling \$312,642.89.

CONSTRUCTION FUND - - - - - \$260,437.04  
INTEREST AND SINKING FUND - - - - 52,205.85

To secure the above total deposits, we have pledged with you at this time Government Securities of the par value of \$605,000.00.

We respectfully submit herewith for your approval Schedule covering withdrawal of \$285,000.00, leaving a total of \$320,000.00 par value of securities to secure the deposits totaling \$312,642.89.

Yours very truly,

*J. H. Eriksen*  
Cashier

JHE:M

