

05  
S.H.

MINUTES OF THE FOURTH QUARTERLY STATUTORY MEETING OF THE BOARD OF DIRECTORS OF  
TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
HELD IN THE DISTRICT OFFICE ON NOVEMBER 3, 1930,  
(SAME BEING THE FIRST MONDAY IN SAID MONTH) AT 3 O'CLOCK P. M., SAID MEETING HAVING  
BEEN RECESSED FROM 10 O'CLOCK A. M. ON SAID DAY.

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The call of the roll disclosed the presence of all of the Directors as follows,  
viz:

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

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

Director Bennett acted in his capacity as President; Director W. K. Stripling  
acted in his capacity as Secretary.

1.

Minutes of the Meeting of October 27, 1930, were read, approved and  
ordered of record.

2.

Mr. Alvin Lewis, and eight other persons, composed a committee which appeared to complain that the McKenzie Construction Company and Uvalde Construction Company, in the work being done for the District, were failing to employ men who were bonifide residents of Tarrant County, Texas, qualified to do the work, and that they were systematically importing carpenters from outside of Tarrant County, Texas. Mr. Lewis stated that all of the present Committee were non-union carpenters; that each of them had been bonifide residents of Tarrant County for nine years, or more; that all of them had been employed as concrete form makers in the construction of the conduits at the Eagle Mountain Dam; that when that work was finished they were all told to report for work as form makers for the construction of the spillway; that there was no complaint as to the character of the services rendered by any man present; that the foreman on that work was a Mr. Williams; that the Contractors about the time for beginning construction of the spillway, replaced Mr. Williams as a Foreman and brought to Fort Worth, as Foreman, a man by the name of Helmar. That from that time Mr. Helmar began to import carpenters from Waco, San Angelo and San Antonio, with result that at the present time there were twelve carpenters at work on the forms for the spillway, all of whom are not bonifide residents of Fort Worth, with the exception of one man. The Committee were of the opinion that Mr. Helmar had reversed the policy of Mr. Williams; and that by reason thereof the Contractors were failing to live up to their undertaking to employ local qualified men. Thereupon the Directors for the District

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stated that they would insist that to the greatest degree possible local labor, when qualified, should be given preference in all District Work. Further, that the Directors immediately would request the Contractors to come to Fort Worth for investigation of the entire matter, whereupon the Committee retired.

3.

Thereupon there were presented for authorization and execution Voucher Checks of the District for accounts due and payable, as follows, viz:

- (a) Voucher Check No. 2259, payable to Mrs. J. L. Rogers, for the sum \$278.05, issued for the purchase price of 25 acres of land, situated in Wise County, Texas. It was explained that the original contract approved called for 38.4 acres of land, whereas the abstract disclosed title to only 25 acres of land. It appeared that no part of the land would be required for normal submergence. The Directors were of the opinion that there had been a mutual mistake as between Mr. Rogers and the District, as to the quantity of land, and therefore as to the price per acre. It was their opinion that consummation of the purchase should not be authorized, and that Voucher Check No. 2259 should not be authorized or executed. Further, that the same should be marked void and held for the purposes of an audit, and that Mr. J. L. Rogers be so advised. It was so ordered.

(b) Voucher Check No. 2260, payable to W. A. Brown and wife, for \$200.90, representing the purchase of an easement on 40.18 acres of land at \$5.00 per acre. This Voucher Check was accompanied by a certificate of the Attorneys as to the validity of title.

(c) Serial No. 2261, payable to R. C. Mount and wife, for the sum \$4083.50, covering the consideration for certain land and easement on land, located in Wise County, Texas. This was accompanied by a certificate of the Attorneys, showing the validity of title.

Thereupon each of said Voucher Checks, and the land purchases covered by them, were given full consideration: Director Bewley made a motion that Voucher Checks No. 2260 and 2261 do be approved, executed and delivered to the respective persons entitled to receive the same, subject only to the usual requirements in regard to the delivery of good and valid title to said lands. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

4.

Thereupon Director Bewley presented a request of the Continental National Bank of Fort Worth, the District's Depository, to withdraw from pledge certain securities for the par sum \$27,000.00, and to substitute in pledge certain securities for the par sum \$27,000.00. Said request was accompanied by proposed reciprocal multiple receipts to be executed as between the District and the Depository Bank. Said receipts specifically describe the securities to be withdrawn

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from pledge and those securities proposed to be substituted in pledge. Director Bewley recommended and did move that the withdrawal of securities and substitution of securities in pledge be authorized and that the request be granted; that the substitution of securities do be consummated; and that upon the consummation of the exchange of securities, one of the executed reciprocal receipts, together with the original request of the Bank, do be attached to these Minutes as "Exhibit A;" further, that one of such executed reciprocal receipts do be marked "Exhibit 14" and attached to the original bond of the Continental National Bank of Fort Worth, as a part thereof, and as is provided for in said bond. This motion was seconded by Director Hogsett. Upon a vote being taken the motion was carried and it was so ordered.

5.

There was presented to the Directors for consideration a certificate of the Tax Assessor for the District, that the appraised value of the property subject to the District's tax for the year 1930 was \$330,410,950.00. There was also presented an advice by the Tax Assessor that the County Commissioners of Tarrant County, upon completion of their work, as a Board of Equalizers of Taxes, had established \$151,183,580.00, as the sum of money representing the basis (for State and County Taxes for the year 1930) of taxation of the identical property affected by this District's tax, for the year 1930. It was the sense of the Directors that this District should adopt the County's basis as the basis for the District's tax for the stated year, and that the District's tax do be collected on that basis, from which it appeared that the District's needs for the year 1930 would be adequately met by applying the District's taxing power to 45.76 per cent of the total appraised, actual, reasonable cash value of the property subject to this District's taxing power for the year 1930. It was so ordered. Said Certificate is attached hereto as part hereof, marked Exhibit B.

6.

#### REPORT OF LAND COMMITTEE

Directors Hickman and Stripling, in pursuance of the authority vested in them at the meeting of October 27, 1930, made report that they had entered into contract with G. W. Duke, of Tarrant County, Texas, to act as Agent for this District to negotiate leases on lands owned by the District and contracts for the sale of improvements on lands owned by the District; that the Agreement was that Mr. Duke should be paid for his services five (5%) per centum on all money paid as lease money and as consideration for improvements, such compensation to be paid as and when the District had actually collected any money to be derived from leases and the sale of improvements. Further, that said contract should relate only to the lands and improvements situated in the Eagle Mountain Reservoir site, and not to apply to lands and improvements situated in the Bridgeport site. There was full consideration of this report, whereupon Director Hogsett made a motion that the proposed agreement do be approved. That Director Hickman, as Chairman of the Land Committee, do be authorized to enter into written memorandum of agreement with Mr. Duke, in accordance with the proposed contract for employment; further, that the written agreement should provide that no lease or sale proposed by Mr. Duke should be in force and effect until the same had been approved by the Board of Directors of this District. Further, that this contract

do be considered as being in force and effect from and after this day, and to fully expire on December 31, 1931, subject, however, to the right of this District to terminate the same at the end of any calendar month. This motion was seconded by Director Bewley. Upon a vote being taken the motion was carried and it was so ordered.

No further business was presented and the meeting was adjourned.

W.K. Shipling  
As Secretary

APPROVED:

W.M. Bennett  
As President

November 4, 1930.

Mr. G. W. Duke,  
Newark, Texas.

Dear Mr. Duke:

At the meeting of the Board of Directors of this District, held on yesterday, the oral agreement made by Directors Hickman and Stripling with you was approved and ratified. This letter is written in order to constitute a memorandum of the agreement made with you, which is as follows, viz:

(a) You are to act as Agent of this District in negotiating and proposing leases on lands owned by the District, and in negotiating sales of the improvements on lands; No proposed contract made by you shall be in force until the same has been ratified and approved by the Board of Directors of this District. This contract shall relate only to lands and improvements situated in the Eagle Mountain Reservoir site, and ~~as~~ not to apply to lands and improvements situated in the Bridgeport Reservoir site.

(b) The term of this contract shall begin from and after November 3, 1930, and shall fully expire on December 31, 1931; provided, however, that this District may terminate this agreement at the end of any current calendar month.

(c) The compensation to be paid to you shall be Five (5%) Percentum of the actual amount of money which may be actually paid to the District in cash, as the result of your work; No payment shall be made to you until the District has actually received the cash consideration for the trade made by you.

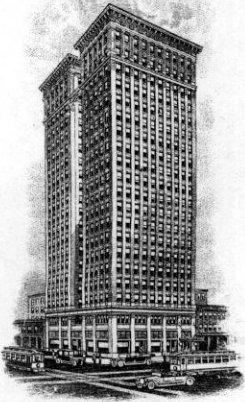
This letter is written in duplicate and will be executed in the name of this District, by Director C. A. Hickman, as Chairman of the Land Committee; You will kindly sign each of the duplicates in the space provided for the signature: We will thereby have firm memorandum of this agreement.

APPROVED AND CONFIRMED:

(Signed) G. W. Duke  
For Signature of G. W. Duke.

Respectfully,  
TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

BY: (Signed) C. A. Hickman  
As Chairman of the Land Committee.



"EXHIBIT A"  
10/3/30.

# CONTINENTAL NATIONAL BANK

OF FORT WORTH

CAPITAL \$750,000 — SURPLUS \$250,000

**FORT WORTH, TEXAS**

J. 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

November 3, 1930.

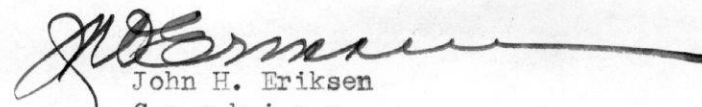
Board of Directors,  
Tarrant County Water Control and Improvement District #1,  
Fort Worth, Texas.

Gentlemen:

We submit herewith our application to make substitution in securities now pledged with you to secure deposits, giving you \$26,000.00 4 $\frac{1}{2}$ % Series B, Tarrant County Water Control and Improvement District #1 Bonds and \$1,000.00 Fourth 4 $\frac{1}{4}$ % Liberty Bonds in lieu of \$27,000.00 Fort Worth Independent School District 4 $\frac{1}{2}$ % Bonds.

This substitution in no way affects the total of \$1,633,000.00 Bonds, which we now have pledged with you to secure your total deposit of \$1,617,557.13; construction fund, \$1,555,509.07 and interest in Sinking Fund, \$62,048.06.

Respectfully submitted,

  
John H. Eriksen  
Cashier.

JHE\*R



"EXHIBIT 14"

WITHDRAWAL OF SECURITIES AND SUBSTITUTION  
OF SECURITIES

ON THIS THE 3rd DAY OF NOVEMBER, 1930. The Continental National Bank of Fort Worth, Texas, hereby acknowledges receipt of withdrawal of Securities heretofore pledged to secure Tarrant County Water Control and Improvement District Number One. Said securities are described in "Exhibit 12" attached to the bond of this Bank, as the District's Depository, and the same are specifically described as follows, viz:

FORT WORTH INDEPENDENT SCHOOL DISTRICT 4 $\frac{1}{2}$ % BONDS  
(with January 1st, 1931 and subsequent coupons attached:  
Nos. 348 - 350 Incl. 540 - 550 Incl.,  
650 - Nos. 1740 - 1750 Incl., No. 1789  
@ \$1,000.00 each. . . . . \$ 27,000.00

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as of this date, does acknowledge the receipt from the Continental National Bank of Fort Worth, Texas, to be deposited as collateral to secure the bond of said Bank as the Depository of this District, securities specifically described as follows, viz:

UNITED STATES FOURTH 4 $\frac{1}{2}$ % LIBERTY LOAN GOLD BONDS OF 1935- 38:  
(with April 15, 1931 and subsequent coupons attached)  
Nos. A01157281, and B00196102,  
@ \$500.00 each. . . . . \$ 1,000.00

4 $\frac{1}{2}$ % MUNICIPAL BONDS, SERIES B OF TARRANT COUNTY  
WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE  
(with March 15th, 1931 and subsequent coupons  
attached)

Nos. 2356 - 2358 Incl., Nos. 2406 - 2408 Incl.,  
Nos. 2434 - 2443 Incl., Nos. 2470 - 2479 Incl.,  
@ \$1,000.00 each. . . . . \$ 26,000.00

TOTAL

\$27,000.00

The withdrawal of securities and the substitution of securities as herein-  
above related is in compliance with the terms of the Bond executed by the  
Continental National Bank on March 12, 1930, as an Official Depository of  
this District.

THIS RECIPROCAL RECEIPT is hereby designated as "Exhibit 14", and is to be  
attached to the Bond executed by said Bank on March 12, 1930.

WITNESS OUR HANDS on this the 3rd day of November, A.D. 1930.

ATTEST:

*M. E. [Signature]*  
Cashier.

CONTINENTAL NATIONAL BANK OF FORT WORTH,

BY: *[Signature]*  
As *President*

TARRANT COUNTY WATER CONTROL AND  
IMPROVEMENT DISTRICT NUMBER ONE,

By: *[Signature]*  
Custodian of Pledges. 2

J. LESTER WRIGHT  
TAX ASSESSOR

"EXHIBIT B"  
10/3/30

D. O. BROWN  
CHIEF CLERK

# COUNTY OF TARRANT

STATE OF

TEXAS



FORT WORTH, TEXAS

October 25, 1930.

Tarrant County Water Control and  
Improvement District Number One,  
418 Capps Building,  
Fort Worth, Texas.

Gentlemen:

The total taxable value in the  
Tarrant County Water Control and Improvement District  
Number One as shown by our records, is \$151,183,580.00.

As shown by re-cap on rolls at tax  
rate of \$.16 per \$100.00 value, this would produce  
\$241,893.73, as assessed for the year 1930.

Yours very truly,

JLW:wjp

*J. Lester Wright*  
Tarrant County Tax Assessor.

Last year

\$147,134,600.

Our assessment this year is applied to 45.760% of  
value as appraised for purposes of taxation.

\$239,196,780.

911,214,170

\$330,410,950

OCT 28 1930