

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 IN FORT WORTH, TEXAS, ON THE
31ST DAY OF DECEMBER, 1932, AT 5:30 P. M.

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

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

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

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

1.

President Bennett stated that the object of the call for the meeting was in order to complete the qualification of John Bourland, as Tax Collector for this District, in order that he may be duly qualified at the time of assuming his office as Tax Collector of Tarrant County, on the morning of January 2, 1933.

2.

Director Hogsett in his capacity as Chairman of the Committee on Organization, presented documents as follows:

(a) Letter dated December 31, 1932, signed in duplicate, by John Bourland, and in behalf of this District by Director Hogsett, wherein the conditions for service of Mr. Bourland as Tax Collector for the District are provided; subject only to confirmation thereof by the Directors of the District.

(b) Bond payable to the District, dated December 31, 1932, executed by John Bourland, as principal, and Massachusetts Bonding and Insurance Company, by H. A. Lawrence, Attorney in Fact, as surety.

(c) Power of Attorney executed by the Surety, dated May 15, 1931, certified to on September 10, 1931, whereby H. A. Lawrence is given authority to ex-

ecute the foregoing bond in behalf of Massachussets Bonding and Insurance Co.

Said three documents, in folio, are attached to these Minutes as "Exhibit A," and the same hereby are referred to to the same effect as though embodied herein.

3.

There was full discussion of each and all of the aforesaid documents whereupon Director Bewley made a motion that said contract of employment be approved and confirmed as the act and deed of this District; that the presented bond do be approved as a good and sufficient bond and as such accepted by the District as a binding contract of indemnity; further, that the said John Bourland hereby do be constituted and established to be Tax Collector for Tarrant County Water Control and Improvement District Number One, in accordance with the terms and conditions of said letter of contract. Adoption of this motion was seconded by Director Hogsett. Upon a vote being taken all directors voted for the motion: The motion was carried and it was so ordered.

4.

No further business was presented and the meeting was adjourned.

W. K. Dripling
As Secretary

APPROVED:

W. W. Bennett
As President

STATE OF TEXAS)
)
COUNTY OF TARRANT)

KNOW ALL MEN BY THESE PRESENTS:

Under the provisions of Section 33 of Chapter 25 of the Acts of the 39th Legislature of Texas, Regular Session, Tarrant County Water Control and Improvement District Number One, by written contract, duly approved by said District on December 31, 1932, has employed John Bourland, who is the qualified Tax ^{Assr. and} Collector for Tarrant County, Texas, to collect taxes for said District for the ^{for the years 1935 and 1936} current tax year, and by said contract has established John Bourland to be Tax ^{Assr. and} Collector for said District for said year. A true copy of said contract is attached to this bond as "Exhibit A," and here is referred to ^{the same effect} as though embodied herein. As a condition of the approval of said contract, the Board of Directors of said District did require that the said John Bourland would give a surety bond, payable to the District, in the penal sum Fifty Thousand (\$50,000.00) Dollars; further that as and when the Directors for the District deem it to be required, the said John Bourland would give other and further bond for the protection of said district: The said John Bourland now desires to comply with the said contract and the order approving same.


NOW THEREFORE, I, JOHN BOURLAND, as principal, and Massachusetts Bonding and Insurance Co. (a corporation organized under the laws of the State of Massachusetts, being authorized under the laws of Texas to do a surety and bonding business in the State of Texas, and having H. A. Lawrence, of Fort Worth, Texas, as its agent and Attorney in fact), as surety, hereby do acknowledge ourselves, both jointly and severally, bound and firmly held to pay to Tarrant County Water Control and Improvement District Number One (a body politic and corporate having its office in Fort Worth, Texas), at its office in Fort Worth, Tarrant County, Texas, the penal sum Fifty Thousand (\$50,000.00) Dollars, in lawful money of the United States of America.

This obligation, however, is intended as a bond, the condition whereof is that the said John Bourland (Principal herein) will faithfully

perform his duties under said contract, in accordance with all appropriate laws, and that he will well and truly pay over and deliver to the designated depositary for the obligee herein all funds or other things of value coming into his hands as such officer.

Upon the full performance of the obligation of the said John Bourland, this bond shall be without further force and effect; otherwise, this obligation shall remain in full force and effect.

WITNESS the execution hereof on this the 31st day of December, A. D. 1932.


John Bourland
Principal.

MASSACHUSETTS BONDING AND INSURANCE CO.,

By W. H. Lawrence
Attorney in Fact.

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 CAPP'S BUILDING

PHONE 3-2848

SIDNEY L. SAMUELS
IRELAND HAMPTON ATTORNEYS

HAWLEY AND FREESE ENGINEERS

ED. B. CHEATHAM, OFFICE

FORT WORTH, TEXAS.

December 31, 1932

Mr. John Bourland, Fort Worth, Texas.

Dear Sir:

This letter is intended as a basis for a contract between this District and you, whereby you will succeed Mr. L. P. Card, as Tax Collector for this District.

By Section 33 of Chapter 25 of the Acts of the 39th Legislature, Regular Session, it is provided that water control and improvement districts (of which this district is one) may provide for the assessment and collection of the District's taxes by contracts with the County's Assessor and the County's Collector. It is provided that the District shall pay for such services a reasonable compensation, to be agreed upon. By other provisions of the same Act, the District can elect to provide its own tax assessor and collector. This District has never provided for its own taxing organization and for each year from 1925 to 1932, both inclusive, has contracted with the officers of the County, by such contracts establishing the County officers as officers of this District. It is the desire of the Directors of the District to continue this service under your administration. In order to have such contract the District hereby tenders to you a memorandum of agreement as follows, viz:

1.

TERM OF SERVICE: The term of this agreement shall extend from the time at which you actually may qualify hereunder, to mid-night of December 31, 1933.

2.

COMPENSATION: The total compensation to be paid to you by this District shall be TWENTY-TWO HUNDRED FIFTY (\$2250.00) DOLLARS, to be paid in installments as follows:

Table with 2 columns: Date and Amount. Rows include: On February 15, 1933 (\$1250.00), On May 15, 1933 (250.00), On August 15, 1933 (250.00), On November 15, 1933 (250.00), On or before December 31, 1933 (250.00).

However, all prior provisions herein are subject to the provisions contained in the

next succeeding paragraph of this letter.

3.

OTHER STIPULATIONS: (a) All prior earned installments of compensation hereunder having been well and truly paid to you, this District shall have the right to abrogate the unexpired portion of this contract, and make such other provision for the collection of the District's tax (for the unexpired term hereof) as may be provided by law; and, if you from any cause cease actually to function as Tax Collector for this District (it being understood that you will so cease at any time at which you may cease to function as Tax Collector for the County), then the consideration provided for in subdivision 2 of this letter shall be abated as to any sum not then paid hereunder; provided, however, the first installment of \$1250.00 shall not be abated or diminished under any condition.

OK (b) You will secure this District by the giving of surety company bond, or bonds, payable to this District, in such sum, or sums, as the District from time to time may require, it being understood that the premium on such bonds shall be paid by this District, and that such bond shall be approved by the Directors for this District.

OK (c) You are to account to this District for all sums collected by you, in the same manner and under like conditions as are required in the case of taxes collected for the State and County, or such accounting shall be at such times and in such manner as hereafter may be agreed upon by you and this District.

OK (d) The interest to become payable to you from your depository bank on account of interest on daily balances, by you will 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 bank.

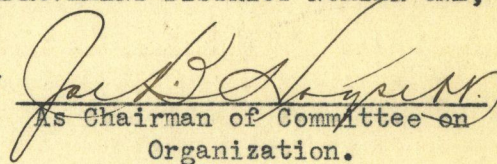
(e) This agreement is made with the understanding that the Tax Rolls, coming to you from the Tax Assessor will show the description of property, the valuation of same, and the amount of the tax which has been placed on the rolls by the Assessor for the benefit of this District.

OK (f) You are to collect the District's taxes in the same manner as for State and County taxes. You will also keep a true record of all such taxes collected, and uncollected, and of all receipts for taxes issued by you. These latter requirements will be covered by your general record of the County collections, and the same receipts will furnish the record required. In paying collected taxes over to the District you are to furnish an itemized statement thereof.

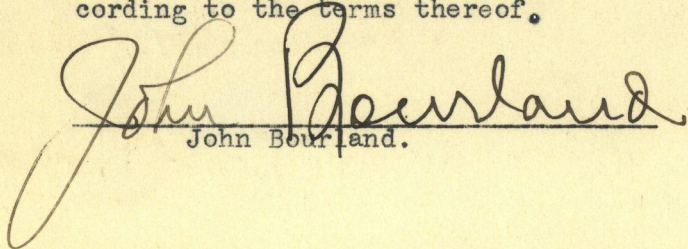
The Directors of the District will appreciate your spirit of cooperation in this matter. This letter is written in duplicate. If you approve of a contract under the terms hereof, please sign both of the duplicates of this letter in the space provided below and return both duplicates to this office for presentation to the Board of Directors of this District. After formal order of confirmation and execution of the agreement, in the name of the District, we will deliver one of the duplicates to you and retain the other: We thereby will come to firm agreement.

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE,

BY


As Chairman of Committee on
Organization.

I hereby ratify and confirm
the foregoing agreement ac-
cording to the terms thereof.


John Bourland.



MASSACHUSETTS BONDING AND INSURANCE COMPANY,

HOME OFFICE, BOSTON, MASSACHUSETTS

AUTHENTICATED COPY OF POWER OF ATTORNEY

Know All Men by These Presents,

That, MASSACHUSETTS BONDING AND INSURANCE COMPANY, a body corporate, duly incorporated under the laws of the Commonwealth of Massachusetts, and having its principal office in Boston, Mass., doth hereby constitute and appoint **H. A. LAWRENCE** - - - -

in the City of **Fort Worth** County of **Tarrant** and State of **Texas** to be its true and lawful Attorney - in-fact in and for the **State of Texas**

for the following purposes to wit:--

That the said **H. A. LAWRENCE**, individually as **Attorney-in-Fact** - - -

be and **he is** hereby fully authorized and empowered to sign the name of the Company, as Surety, and for it and its name, place and stead, to do and perform in the State of Texas, provided the penal sum of any one of said bonds is not in excess of **One Hundred Thousand Dollars, (\$100,000.00)**. - - - -

any and all acts and things set forth in the resolution of the Board of Directors of the said MASSACHUSETTS BONDING AND INSURANCE COMPANY, a certified copy of which appears on the reverse side hereof and is made a part of this Power of Attorney.

It being the intention of this Power of Attorney to fully authorize and empower the said Attorney in-Fact to sign the name of said Company, and affix its corporate seal, as Surety, to any and all of said Bonds, and thereby to lawfully bind it as fully, to all intents and purposes, as if done by the duly authorized officers of said Company, with the seal of the said Company thereto affixed, and the said Company hereby ratifies and confirms all and whatsoever the said Attorney in-Fact may lawfully do in the premises by virtue of these presents.

PROVIDED, however, that this Power of Attorney does not authorize, or empower, the said Attorney in-Fact to give consent to any alterations, or changes, in terms, conditions or covenants of said Bonds when once executed, nor to any alterations, or changes, in the form or conditions of any Contract, on which this Company is Surety, nor to bind, or in any way commit the said MASSACHUSETTS BONDING AND INSURANCE COMPANY to any course or position whatever regarding adjustment of claims or complaints that may be made thereunder, or in connection with any Bond which may be executed by the said Company.

The MASSACHUSETTS BONDING AND INSURANCE COMPANY doth hereby constitute and appoint **R. C. DE NORMANDIE** to be its Attorney for it, and in its name, and as, and for its Corporate act and deed, to acknowledge this Power of Attorney before any person having authority by the Commonwealth of Massachusetts to take such acknowledgment to the intent that the same may be duly recorded or filed.

IN WITNESS WHEREOF the said MASSACHUSETTS BONDING AND INSURANCE COMPANY, pursuant to a Resolution of its Board of Directors, duly passed on the 20th day of November, A. D. 1907 (a certified copy of which appears on the reverse side hereof), has caused these presents to be sealed with its common and corporate seal, duly attested by its Vice-President and its Assistant Secretary, this **15th** day of **May** A. D. 1931

MASSACHUSETTS BONDING AND INSURANCE COMPANY.

Attest: R. C. DE NORMANDIE GEO. W. BERRY
CORPORATE SEAL Assistant Secretary Vice-President

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

I hereby certify that on this **15th** day of **May** A. D. 19**31**, before me, the subscriber, a Notary Public for the Commonwealth of Massachusetts, residing in the City of Boston, in said County, personally appeared **R. C. DE NORMANDIE**, the Attorney named in the foregoing Power of Attorney, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Power of Attorney to be the act of the said MASSACHUSETTS BONDING AND INSURANCE COMPANY.

Witness my hand and Notarial Seal the day and year aforesaid.

GEO. W. BUCKNAM My Commission Expires February 3, 1933
NOTARIAL SEAL Notary Public.

Be It Remembered:

THAT at a meeting of the Board of Directors of MASSACHUSETTS BONDING AND INSURANCE COMPANY, duly called and held on the 20th day of November, A. D., 1907, a quorum being present, the following resolution was passed:

WHEREAS, It is necessary for the effectual transaction of its business that this Company appoint agents and attorneys with power to act for and in its name:

THEREFORE, Be it resolved that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents, in conjunction with its Secretary or Assistant Secretary, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name, and as its acts, to execute and deliver, any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust; guaranteeing the performance of contracts, other than insurance policies, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings, or by law allowed; and

ALSO, in its name, and as its attorney or attorneys-in-fact, or agent or agents, to make, execute, seal and deliver all bonds and undertakings required under Chapter 282 of the revised Statutes of the United States, entitled "An Act relative to recognizances, stipulations, bonds and undertakings, and to allow certain corporations to be accepted as surety thereon," passed August 13th, 1894; and

ALSO, In its name, and as its attorney or attorneys-in-fact, or agent or agents, to execute, and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings, or anything in the nature of either of the same, which are or may by law, municipal or otherwise, by any statute of the United States, or of any state in the United States, or by the rules, regulations, orders, customs, practice or discretion of any board, body, or organization, office or officer, local, municipal, or otherwise, be allowed, required, or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded, for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality, or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything, or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation or undertaking, or anything in the nature of either of the same; and

ALSO, In its name and on its behalf, and as its attorney or attorneys-in-fact, agent or agents, to justify on any instrument, hereinbefore described, which shall have been executed by or on behalf of the Company, with power to attach thereto the seal of the said Company.

ALSO, In its name and on its behalf, and as its attorney or attorneys-in-fact, agent or agents, to ask, demand, collect and receive any and all premiums, on any and all contracts of this Company coming due and payable in any State, and to give proper acquittances and discharges therefor.

RESOLVED, Further: That the President or either of the Vice-Presidents, in conjunction with the Secretary or Assistant Secretary, of this Company, are hereby authorized and empowered to make, execute and deliver on behalf of the Company, and in its name, and under its seal, any power or powers of attorney that may be required to carry out the purpose and objects of the foregoing resolution.

I, **R. C. DE NORMANDIE** Assistant Secretary of MASSACHUSETTS BONDING AND INSURANCE COMPANY, do hereby certify that the above and foregoing is a full and correct copy of the resolution passed by the Board of Directors of the said Company, at a regular meeting duly held on the 20th day of November, A. D. 1907, a quorum being present, as it appears on the records of the Company, now in my possession and custody as Assistant Secretary, and that the said resolution is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company, at the City of Boston, Commonwealth of Massachusetts, this 15th day of May A. D. 19 31

R. C. DE NORMANDIE

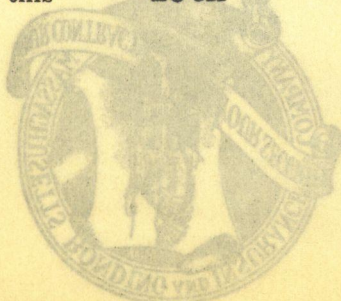
Assistant Secretary.

CORPORATE SEAL

I, **R. C. DE NORMANDIE** Assistant Secretary of the MASSACHUSETTS BONDING AND INSURANCE COMPANY, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney given by said Company to **H. A. LAWRENCE**, individually as Attorney-in-Fact - - -

of **Fort Worth, Texas** authorizing and empowering **him** to sign bonds as therein set forth, and do hereby further certify that the said power of attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Boston, Mass., this 10th day of September 19 31



[Handwritten Signature]
Assistant Secretary.

MASSACHUSETTS BONDING AND INSURANCE COMPANY

PAID-UP CASH CAPITAL \$4,000,000.00

Financial Statement, December 31, 1931

On Basis Required by Insurance Departments

ASSETS

Government, State, County and Municipal Bonds	\$3,196,360.00
Railroad, Public Utility, and Miscel- laneous Bonds	4,995,677.50
Bank Stocks	2,117,100.00
Railroad, Public Utility and Miscel- laneous Stocks	2,420,552.00
Accrued Interest on Investments	126,923.38
Cash in Office and Banks	844,637.14
Premiums in Course of Collection (None over 90 days)	1,841,824.87
Real Estate	1,326,164.35
Real Estate Mortgages	30,300.00
Salvage Assets	351,832.85
Other Assets	27,999.79
TOTAL ADMITTED ASSETS	\$17,279,371.88

LIABILITIES

Reserve for Unearned Premiums	\$4,086,137.29
Reserve for Undetermined Claims ...	4,362,530.47
Reserve for Taxes due 1932	221,000.00
Reserve for Commissions	390,355.83
Reserve for Other Liabilities	31,332.69
Total Liabilities except Capital	9,091,356.28
Capital	\$4,000,000.00
Surplus	4,000,000.00
Surplus to Policyholders	8,000,000.00
Voluntary Reserve	188,015.60
TOTAL	\$17,279,371.88

LINES OF BUSINESS

FIDELITY BONDS: Covering officers and employees, such as Treasurers, Cashiers, Bookkeepers, Collectors, Salesmen, Clerks and others entrusted with funds.

SURETY BONDS: Guaranteeing the faithful performance of CONTRACTS and other undertakings.

LICENSE BONDS: Required by Federal, State and Municipal authorities.

FIDUCIARY BONDS: Covering Administrators, Executors, Guardians, Conservators, Receivers, Trustees and other fiduciaries under court appointment.

PUBLIC OFFICIAL BONDS: Covering Tax Collectors, City or Town Treasurers and other City, State and Federal Officers.

DEPOSITORY BONDS: Guaranteeing Bank Deposits of Public Funds.

COURT BONDS: Covering Administrators, Trustees, Guardians, Appeal, Costs, Attachments, Discharge of Attachments, etc.

FORGERY BONDS: Protecting against Loss through Forgery or Alteration of Checks and other negotiable instruments.

AUTOMOBILE AND PUBLIC LIABILITY INSURANCE: Insuring against Loss on account of Injury to Persons and Damage to Property.

ACCIDENT AND HEALTH INSURANCE: Insuring against loss of time on account of Personal Injury and sickness, etc.

BURGLARY AND THEFT INSURANCE: Covering Private Residences, Banks, Offices, Stores and insuring against loss from Robbery, Hold-up of Messengers, Trusted Employees, etc.

PLATE GLASS INSURANCE: Insuring against Loss from the breakage of Plate Glass.

PROMPT SERVICE
LIBERAL CONTRACTS
COMPLETE PROTECTION
PROMPT AND JUST SETTLEMENTS

**Apply to any Branch Office or Agency
of the Company, or through
your own broker**

This Company Operates in all States



MASSACHUSETTS BONDING AND INSURANCE COMPANY

HOME OFFICE, BOSTON, MASS.

T. J. FALVEY, PRESIDENT

FINANCIAL STATEMENT

December 31, 1931

BRANCH OFFICE

SAM H. RILEY, MANAGER

510 SOUTHWESTERN LIFE BUILDING

DALLAS, TEXAS

NEW LOCATION

1308 **TEXAS** Bldg