

01

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
12TH DAY OF SEPTEMBER, 1933, AT 2 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; W. K. Stripling acted in his capacity as Secretary.

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

1.

Minutes of the meeting of August 7, August 8 and August 10, 1933, were read, approved and ordered of record.

2.

There was presented the record concerning the claim of Messrs. Burch & Woodruff, of Decatur, Texas, wherein they assert the sum of \$5,750.00 is due them as a balance, after the allowance of all payments, for services rendered by them prior to February 6, 1932. Particularly was there presented letter written by Mr. M. W. Burch, addressed to Mr. Bennett, as President of the Board of Directors of the District, wherein payment was urged. Also, there was presented a letter dated December 1, 1932 (presented in December, 1932, but not acted upon by the Board) wherein Messrs. Burch & Woodruff make proposal of terms of service by them for the year 1933. After full consideration of these matters, it was the sense of the directors that Mr. M. W. Burch be, by letter addressed to him at Austin, Texas, requested to give notice of a day upon which he could appear for a conference with the direct-

ors concerning the above designated matters: It was so ordered.

3.

President Bennett read to the Directors a letter received by him from A. J. McKenzie, which letter was written for McKenzie Construction Company and Uvalde Construction Company, concerning the balance now due and owing by the district to said named companies, because of the accumulation of interest on unpaid engineers' estimates. There was full discussion of this matter. It was the opinion of the directors that the district had no immediate and advisable means of meeting said demand (for the sum \$11,622.49 as of date August 8, 1933) and that there should be an endeavor to procure authorization from Reconstruction Finance Corporation to make said payment out of Reconstruction Finance Corporation Special fund, under item (f) of Schedule A. President Bennett agreed to give Mr. McKenzie answer to the letter presented.

4.

Director Hogsett moved, and Director Hickman seconded the motion, that Mr. Hampton, as counsel for this district, personally request from Mr. A. L. Sherman, of the Engineers' Advisory Board of Reconstruction Finance Corporation, advice with respect to whether or not the district should present formal requests to Reconstruction Finance Corporation for authority to pay out of the sum \$45,000.00, established by subdivision (f) of Section 2 of Schedule A of the District's contract with the Corporation, items as follows:

- (a) Balance due the Contractors as interest in the sum \$11,622.49;
- (b) To pay Carter & Meacham for borrow earth and rip rap used
at the Eagle Mountain Dam \$ 8,250.00;

- (c) To pay Messrs. Chapman & Cutler their fee for approving opinion on bonds of the district sold to Reconstruction Finance Corporation (being Series "D2" for the par sum \$463,000.00) \$400.00;
- (d) To pay Mr. Daniel W. Mead his fees as Consulting Engineer for the District for final inspection of the District's works, the sum 1,060.99;

further, that the district should seek authority for the payment of all items authorized under Section 2 of Schedule A, without pre-submission of the proposal to the corporation, with the exception that it be understood that the contract, or contracts, for closing the gap in the Berkshire levee, and setting the valves and grouting at the Eagle Mountain Dam, be pre-submitted for approval before contracts are actually let. Upon a vote being taken, the motion was carried and it was so ordered.

5.

Attached to these Minutes as "Exhibit A" is a letter of Mr. Marvin C. Nichols of the Engineers, wherein he recommends that the district make adjustment with Jack County, Texas, by paying to the County the sum of Five Thousand (\$5,000.00) Dollars, as compensation for the taking of roads and damages to roads, occasioned through submergence of certain roads by water stored by the district in the Bridgeport Reservoir. Mr. Nichols explained that Jack County would wish to reserve such right in law as it might have against the district because of road changes, which may be required through relocation of the Rock Island Railway. Mr. Nichols was certain that they would insist upon this reservation. Counsel for the district gave advice that any such damages as accrued because of the relocation of said railway would be a matter between the railroad company and Jack County, and as to which this district would have no concern, unless it should be held that the district was liable to pay the total actual cost of the relocation of said railway,

which counsel deemed to be not probable. It was the sense of the directors that the proposal should be approved in principle; subject only to agreement upon formal instrument of release by the County, and to be further subject to actual payment at such time as money might lawfully be available therefor. Thereupon, Director Hickman made a motion that the County Judge of Jack County do be advised that the District looks with favor upon the proposed settlement; that advice be given that no money is now available therefor, unless Jack County will agree to accept bonds of this district at par value of the bonds, with accrued interest, and to be such number of bonds as will fully satisfy the claim of Jack County. The motion was seconded by Director Strippling. Upon a vote being taken the motion was carried and it was so ordered.

6.

Attached to these Minutes in folio as "Exhibit B" are instruments as follows, viz:

(a) A reciprocal receipt as between the District's depository and this district, dated August 12, 1933, showing the withdrawal from pledge of certain United States Treasury Notes for the par sum \$118,000.00. As to this Director Bewley in his capacity as Custodian of Pledges, reported that the described securities had been delivered to the bank as set forth in said receipt.

(b) A reciprocal receipt as between the District's depository and this district, dated August 12, 1933, showing that the Continental National Bank of Fort Worth had delivered to the district in pledge, United States Treasury Notes for the par sum \$15,000.00. As to this, Mr. Bewley reported that the described securities were now in the possession of the district.

(c) Proposal of Continental National Bank to deliver into pledge to the district, on September 14, 1933, to secure the district's Reconstruction Finance Corporation Special Fund, United States of America obligations, bearing $3\frac{1}{4}\%$, having maturity in the year 1941, for the par sum \$197,000.00; to withdraw from pledge, obligations of the United States of America, bearing interest at the rate $2-7/8\%$ per annum, having maturity in the year 1938, for the par sum \$197,000.00.

There was full consideration of these matters, and examination of the balances the district had on deposit in its respective accounts with said bank, whereupon Director Bewley made a motion as follows:

(a) That the withdrawal of the securities, on August 12, 1933, in the sum \$118,000.00 do be approved and confirmed as the act and deed of the district;

(b) That the pledge of securities effected on August 12, 1933, for the par sum \$15,000.00, do be approved and confirmed as the act and deed of the district;

(c) That the proposal for the withdrawal of securities and the substitution of securities, in the par sum \$197,000.00, do be authorized for consummation as the act and deed of the district; and that he, in his capacity as Custodian of Pledges, do be authorized to execute the usual reciprocal receipts.

(d) Further, that the receipts showing the withdrawal of securities and the pledge of securities, on August 12, 1933, do be attached to the bond of the depositary and marked respectively, "Exhibit 5" and "Exhibit 6," as is provided for in said bond;

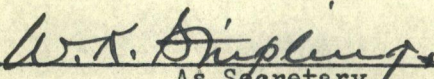
(e) That upon effecting the withdrawal and substitution of securities

in the sum \$197,000.00, as hereinbefore designated, upon consummation, the transaction shall be covered by multiple reciprocal receipts in the usual form, and that upon execution thereof the same do be attached to the bond of the depository, as "Exhibit 7," and "Exhibit 8," in the manner provided for in said bond.


Adoption of this motion was seconded by Director Stripling. Upon a vote being taken the motion was carried and it was so ordered.

7.

Due to the crowded condition of the docket, there was called a meeting, to be held in the district's office on September 13, 1933, at 7:30 p. m., whereupon the meeting adjourned.


As Secretary.

APPROVED:


As President

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

"EXHIBIT A"
9/12/33.

HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS

407-410 CAPPS BUILDING
FORT WORTH, TEXAS

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

Sept. 11, 1933

Hon. Board of Directors,
Tarrant County Water Control
and Improvement District No. One,
Fort Worth, Texas.

Gentlemen:

RE - Settlement Road Damage
Jack County, Texas.

We hand you herewith our estimate of the value of road (Wizard wells to Chico) to be abandoned in Jack County.

We find this value to be \$4,878.00 exclusive of engineering, legal, and other incidental expenses usually incident to the building of roads.

We are informed that the Commissioners Court of Jack County will accept \$5,000.00 as compensation for the covering of this road by the Bridgeport Lake.

The total distance between flood lines 851 to 851 is approximately 12,000 feet measured along the road. In our estimate of \$4,878.00 no allowance was made for damage done between 830 and 851 contours.

It is suggested that the release when drawn release the District from any damage to the road due to floods also.

It is recommended that Jack County be paid \$5,000.00 as full settlement for the damage to this road.

Respectfully submitted,

HAWLEY and FREESE

BY *Marvin C. Nichols*

MCN: CW

JOHN B. HAWLEY
S. W. FREESE
M. C. NICHOLS
H. A. HUNTER

WATER SUPPLY
WATER PURIFICATION
SEWERAGE
SEWAGE TREATMENT
FLOOD CONTROL
APPRAISALS

HAWLEY, FREESE AND NICHOLS

CONSULTING ENGINEERS

407-410 CAPPS BUILDING
FORT WORTH, TEXAS

Sept. 11, 1933

ESTIMATE OF
PRESENT VALUE
OF
ROAD TO BE ABANDONED

BETWEEN WIZARD WELLS AND CHICO
IN
JACK COUNTY

Green Elm Bridge over West Fork of Trinity River	180' @ \$22.50 per ft.	\$4,050.00
Fencing - Both sides 9800' from 830 contour to 830 contour	1.86 miles @ \$100.	186.00
Right of Way 9800' long by 40' wide	9 acres @ \$ 30.	270.00
Grading 1.86 miles	1.86 miles @ \$200.	<u>372.00</u>
	Total	\$4,878.00

"EXHIBIT B"
9/12/33.

EXHIBIT No.5

WITHDRAWAL OF SECURITIES

On This the 12th day of August, 1933, 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 No.4", attached to the Bond of this Bank, as the District's Depository, and the same are specifically described, as follows:

U.S. 2-7/8 percent, TREASURY NOTES, Series B-1933,
with Dec. 15, 1933, and S.C.A. :
Nos.9221A-28J, incl., 9250L-40L, incl.,
and 147H - 20 @ \$ 100.00 each\$2,000.00
No.1594D - 1 @ 1,000.00 each 1,000.00
No.5094D - 1 @ 5,000.00 each 5,000.00
Nos.22616F-26F, incl.,
11 @ 10,000.00 each110,000.00
Total.....\$118,000.00

THE WITHDRAWAL of securities as hereinabove related is in compliance with the terms of the Bond executed by CONTINENTAL NATIONAL BANK OF FORT WORTH on June 17, 1933, as official depository of this District, and is from the securities pledged to secure "R.F.C. Special Fund" of the District, as made under "Exhibit No.4", attached to the Bond of this Bank as depository for the District.

THIS RECIPROCAL RECEIPT is hereby designated "Exhibit No.5" and is to be attached to the Bond executed by said Bank on June 17, 1933.

WITNESS OUR HANDS on this 12th day of August, 1933, A.D.

ATTEST:

J. E. Egan
Cashier

CONTINENTAL NATIONAL BANK OF FORT WORTH,

By

K. K. Kieckhefer

President

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By

E. E. Egan

Custodian of Pledges

EXHIBIT No. 6

(To be attached to Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as "Exhibit No. 6")

The following is a descriptive list of securities delivered by the CONTINENTAL NATIONAL BANK OF FORT WORTH as pledge in lieu of other bonds to secure deposits of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, on this the 12th day of August, 1933:

U.S. 2-7/8 percent, TREASURY NOTES, Series
B-1938, with December 15, 1933, and
S.C.A. 1
No. 22616F @ \$10,000.00
No. 5094D @ 5,000.00\$15,000.00
TOTAL (FIFTEEN THOUSAND & No/100 DOLLARS)

The foregoing securities, aggregating \$15,000.00, are pledged under the Bond of CONTINENTAL NATIONAL BANK OF FORT WORTH, as District Depository of funds of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE; Bond dated June 17, 1933.

WITNESS OUR HANDS on this the 12th day of AUGUST, 1933, A.D.

CONTINENTAL NATIONAL BANK OF FORT WORTH,

ATTEST:

J. W. ...
Cashier

By

K. K. ...

President

THE ABOVE DESCRIBED BONDS RECEIVED BY
TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By

S. E. ...

Custodian of Pledges

EXHIBIT No. 7

WITHDRAWAL OF SECURITIES
And
SUBSTITUTION OF SECURITIES

On THIS THE 14th Day of September, 1933, THE CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, hereby acknowledges receipt of withdrawal of securities heretofore pledged exclusively to secure deposit in the sum of \$459,008.00 made in CONTINENTAL NATIONAL BANK OF FORT WORTH, TEXAS, under date of August 5, 1933, for use and benefit of TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, and representing the total amount paid by Reconstruction Finance Corporation to said District as the agreed purchase price for 463 bonds of said District of par principal value of \$463,000.00, being all the bonds of "Series D-2" of said District, as registered in the office of the Comptroller of Public Accounts of the State of Texas, and as set out in "Exhibit No.4"; said securities are described in Exhibit No.4 attached to the Bond of this Bank as the District's Depository, dated June 17, 1933, and the same are specifically described as follows:

U. S. 2-7/8 percent TREASURY NOTES, SERIES B-1938,
 With December 15, 1933, and S.C.A.:

Nos.6066F-77H, incl. - 12 @ \$500.00 each.....	\$	6,000.00	
Nos.1684D-93C, incl. & 1595E @ \$1M each.....		11,000.00	
Nos.4782B-90L, incl., 4833C-4D, 10492B-95E, incl. & 5095E - 5100L, incl. 21 @ \$5M ea..		105,000.00	
Nos.22597H, 22598J, 22599K, 22600L, 22601A, 22602B - 6 @ \$10,000 each		60,000.00	\$ 182,000.00

TARRANT COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE, as of this date, does acknowledge receipt from CONTINENTAL NATIONAL BANK OF FORT WORTH, TEX., to be deposited as collateral to secure the bond of said bank as the depository of this District.

The pledge hereby effected exclusively shall be to secure any balance of the deposit of the sum of \$459,008.00, made in Continental National Bank under date of August 5, 1933, for the use and benefit of said District, and representing the total amount paid by Reconstruction Finance Corporation to said District as the agreed purchase price for 463 bonds of said District, of par principal value \$463,000.00, and being all of the bonds of "Series D-2" of said District, as registered in the office of the Comptroller of Public Accounts of the State of Texas:

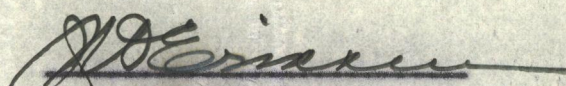
U. S. 3-1/2 Percent TREASURY BONDS OF 1941, with
 February 1, 1934, and S.C.A.:

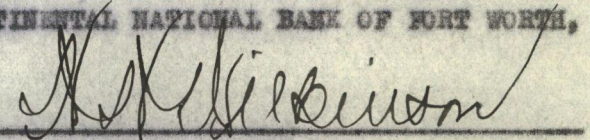
Nos.58739K-40L - 2 @ \$1,000 each.....	\$	2,000.00	
Nos.1523C,-1533C, incl., 16780L-1A, incl., 23553C-6F, incl., 23702B - 18 @ \$10M ea.		180,000.00	\$ 182,000.00

THIS RECIPROCAL RECEIPT is hereby designated "Exhibit No.7" and is to be attached to the Bond executed by said Bank on June 17, 1933.

WITNESS OUR HANDS on this 14th day of September, 1933, A.D.

ATTEST:


Cashier

CONTINENTAL NATIONAL BANK OF FORT WORTH,
By 
President

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

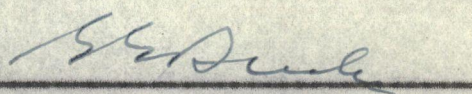
By 
Custodian of Pledges

EXHIBIT No. 6

WITHDRAWAL OF SECURITIES
And
SUBSTITUTION OF SECURITIES

On THIS THE 14th day of September, 1933, 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 No. 6", attached to the Bond of this Bank, as the District's Depository, and the same are specifically described, as follows:

U. S. 2-7/8 percent, TREASURY NOTES, Series B-1933,
with December 15, 1933, and S.C.A.:

No. 22616F @ \$10,000.00

No. 5094D @ 5,000.00

\$ 15,000.00

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:

U. S. 3-1/4 percent, TREASURY BONDS OF 1941,
with February 1, 1934, and S.C.A.:

No. 12794D @ \$5,000.00

No. 1522B @ 10,000.00

\$ 15,000.00

The WITHDRAWAL of Securities and the SUBSTITUTION of Securities as hereinabove related is in compliance with the terms of the Bond executed by the Continental National Bank on June 17, 1933, as an Official Depository of this District.

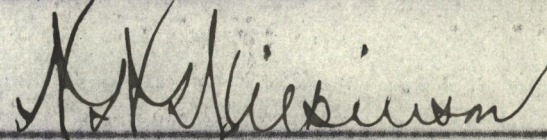
THIS RECIPROCAL RECEIPT is hereby designated as "Exhibit No. 6" and is to be attached to the Bond executed by said Bank on June 17, 1933.

WITNESS OUR HANDS on this 14th day of September, 1933, A.D.

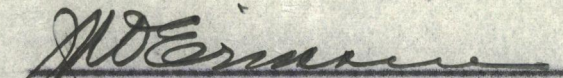
CONTINENTAL NATIONAL BANK OF FORT WORTH,

ATTEST:

By

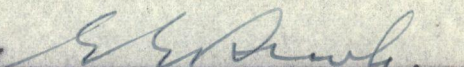


President


Cashier

TARRANT COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NUMBER ONE.

By



Custodian of Pledges