

that a revolving fund of at least \$500.00 was needed to be used by the textile students engaged in the weaving project, and that the individual members of the Board of Directors could donate as a loan for this purpose such sums as they felt they could spare for that purpose, to be paid back to the donors at such time as the weaving guild had funds with which to make such reimbursements.

There being no further business, Mr. Carpenter made a motion to adjourn, which passed without dissenting vote.

BOARD MINUTES

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Respectfully, J. E. Smith, Secretary of the Textile Guild, presented a report of the progress of the project and the need for a revolving fund of \$500.00. Mr. Smith stated that the members of the Board of Directors could donate as a loan for this purpose such sums as they felt they could spare for that purpose, to be paid back to the donors at such time as the weaving guild had funds with which to make such reimbursements. The Board of Directors, after a thorough analysis of the situation, decided to refer the matter to the Building Committee for their consideration. Mr. Smith, Mr. Taylor, and the Building Committee, in their report to the Board, stated in their judgment they assented to the plan.

On motion by General Smith, seconded by Mr. Sneed, the Building Committee was authorized to exhaust every effort to obtain legal approval of the loan and grant; they were further authorized, in case nothing else could be done, to go to court for a decision, to be made with a view to the best interests of the Textile Guild. Mr. Smith, Mr. Taylor, and the Building Committee, in their report to the Board, stated in their judgment they assented to the plan.

Lubbock, Texas
January 19, 1934

The Board of Directors of the Texas Technological College met in regular session at the office of Dr. Bradford Knapp, President of the College, at 10 o'clock, Friday morning, January 19, 1934. Those present were: Vice-Chairman Roscoe Wilson, General John A. Hulen, Mrs. John A. Haley, Mrs. Emma G. Meharg, Mr. John W. Carpenter, Mr. Dennis Zimmerman, Mr. J. T. Sneed, Jr., and Senator R. A. Stuart. President Knapp and Secretary Gaston were also present.

The bids for the two new dormitories were publicly opened and tabulated by the Board.

On motion, the reading of the minutes of the last meeting were dispensed with.

Honorable R. A. Stuart, member of the Building Committee, gave a detailed account of the progress that had been made to date regarding the matter of issuing bonds in connection with the dormitory projects. On motion by Mr. Carpenter, seconded by Mrs. Haley, the question of making a thorough analysis of the bids as opened and tabulated should be referred to the Building Committee to work along with Dr. Knapp, Mr. Gaston, and the Architect, and to call meeting of Board when in their judgment they deemed proper.

On motion by General Hulen, seconded by Mr. Sneed, the Building Committee was authorized to exhaust every effort to obtain legal approval of the loan and grant; they were further authorized, in case nothing else could be done, except to ask for court decision, to confer with Board of Regents of other State Institutions, and after agreeing on a joint policy, they were to proceed.

On motion by Mr. Carpenter, the Committee was empowered to send Senator Stuart or other representative of the Board, to

BOARD MINUTES
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Washington, Chicago, or elsewhere in a final effort to obtain approval of the Public Works Administration project.

President Knapp made a report to the Board on the progress of the C.W.A. project on the college campus.

It was moved by Senator Stuart, seconded by Mr. Carpenter, that the \$3,000 previously allotted to the Textile Engineering Department be withdrawn and that \$6,000 be appropriated to be used on the C.W.A. project on the campus.

On motion by Mr. Carpenter, seconded by Mrs. Haley, a committee composed of President Knapp, Mr. Wyatt C. Hedrick, and Mr. Gaston was appointed to pass on the furniture for the new dormitories.

Mr. Carpenter suggested that President Knapp and Mr. Gaston urge the contractor to use as many students in connection with the erection of the dormitories as possible.

At this time President Knapp presented a sketch showing some changes made in the roads and drives on the campus, which were approved on motion by Mr. Carpenter, seconded by Senator Stuart.

It was moved by General Hulen, seconded by Senator Stuart, that Mr. G. W. Parkhill be employed as Engineer and Superintendent of the Campus Improvement Project, at a salary of \$200 per month, and that Mr. Neville T. Graham be appointed as Temporary Instructor in Civil Engineering at a salary of \$150 per month to take his place.

On motion by General Hulen, seconded by Mrs. Meharg, President Knapp's recommendation that Mr. W. E. Street be appointed to fill the position left vacant by the death of Mr. S. J. Boller, and that Mr. C. C. Perryman be promoted to fill the position left vacant by the promotion of Mr. Street, was approved.

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It was moved by General Hulen, seconded by Mr. Carpenter, that Coach P. W. Cawthon be offered a contract for two years, 1933-34 and 1934-35, at a salary of \$2,700 for the nine months of the long session and \$337.50 for one six weeks term of the summer session.

President Knapp presented a letter from Mr. Marshall Rhew, Director of Education of the First Methodist Church of Lubbock, asking for quarters for religious workers in the College Buildings. On motion by General Hulen, seconded by Mr. Carpenter, Dr. Knapp was instructed to advise Mr. Rhew that it was the opinion of the Board that it was a precedent that they could not afford to establish at this time.

On motion by Mr. Carpenter, seconded by Senator Stuart, Dr. Knapp was authorized to advise the Double T Club that they had permission to proceed with the erection of a club house, location of which would be approved by Dr. Knapp, and that college authorities would retain jurisdiction over the building.

It was moved by Mr. Carpenter, seconded by Mr. Sneed, that instructors giving extension courses, after receiving the maximum of \$250 as provided by law, be permitted to turn all excess fees into departmental maintenance for use of their department, to be spent with the approval of administrative authorities of the college.

On motion by Senator Stuart, seconded by Mr. Carpenter, Dr. W. C. Holden and Dr. R. A. Studhalter were given leave of absence for the purpose of making a trip into Old Mexico for research work, provided the work in their respective departments is provided for without additional cost to the college.

It was moved by Mr. Carpenter, seconded by General Hulen, that traveling expenses to the amount of \$50 would be authorized for Dr. R. A. Studhalter to deliver an exchange lecture at the University of Texas.

It was moved by General Hulen, seconded by Mrs. Meharg, the Board expressed the opinion that it would be unwise to rent any of the buildings of the college or permit them to be used for commercial purposes.

The question of establishing a colony in this vicinity by the Texas Rural Communities, Inc., was discussed and on motion by Senator Stuart, seconded by Mr. Zimmerman, the Board went on record as favoring this undertaking and pledged cooperation and support of the College in every way possible.

On motion by General Hulen, seconded by Mr. Sneed, Mr. Gaston, was authorized to make such advances to the Department of Animal Husbandry as might be necessary.

On motion by Mr. Carpenter, seconded by General Hulen, Mr. Jones was re-elected Chairman of the Board, Mr. Roscoe Wilson, Vice-Chairman, and Mrs. Meharg was elected Treasurer.

The following members of the Board went from the President's Office out on the campus to select the final location of the girls' dormitory: Vice-Chairman Roscoe Wilson, Mr. John W. Carpenter, Mrs. Emma G. Meharg, Mr. Dennis Zimmerman, General John A. Hulen, and Mr. Joe T. Sneed. They were unanimous in their opinion that the front of the girls' dormitory should be not less than 525 feet from the center of the double drive running from College Avenue on to the Campus.

On motion by Mr. Carpenter, seconded by General Hulen, the Board recessed, subject to call of the Chairman.

s/ CLIFFORD B. JONES
Chairman

Secretary

The Board of Trustees of the Texas Agricultural Experiment Station met in regular session in the Board Room, Tuesday, January 31, 1934. The session was held at 10:00 a.m. and adjourned at 1:00 p.m.

The minutes of the meeting of the Board of Trustees held on January 24, 1934, were read and approved. The minutes of the meeting of the Board of Trustees held on January 17, 1934, were read and approved.

BOARD MINUTES

JANUARY 31, 1934

Mr. Sneed offered two names of persons eligible to fill vacancies in the college faculty, one of which was Mr. Sneed, to fill a vacancy in the Chemistry Department, and the other was Mr. S. S. Sneed, to fill a vacancy in the Department of Agriculture.

Next the Secretary of the Board reported on the report of the Laboratory Board which had been previously approved. On motion by General Hulen, seconded by Mr. Stuart, the report was approved.

On motion by General Hulen, seconded by Mr. Sneed, \$2,500.00 previously appropriated for the Biology Experiment was transferred back to the general fund.

On motion by Mr. Sneed, seconded by Mr. Hulen, the Board voted to request the State Board of Education to make a study of the situation of the State Agricultural Experiment Station in the summer of 1935, and to report thereon to the State Board of Education at its next session.

Fort Worth, Texas
January 31, 1934.

The Board of Directors of the Texas Technological College met in called session in the office of General John A. Hulén, at 10 o'clock, Wednesday, January 31, 1934. On motion by Mr. Carpenter the minutes of the last meeting were not read. A check of the roll showed the following members present: General John A. Hulén, Mr. Clifford B. Jones, Chairman of the Board, Mr. Roscoe Wilson, Vice Chairman of the Board, Mr. John W. Carpenter, Mrs. J. A. Haley, Mrs. Emma G. Meharg, and Mr. R. A. Stuart.

Dr. Knapp offered two names of men appointed to fill vacancies in the college faculty. One of these was Mr. Schneider, to fill a vacancy in the Chemistry Department caused by the resignation of Dr. Ray, and the other was Mr. St. Clair, to fill a vacancy in the Engineering Department caused by the death of Mr. Boller. On motion by Mr. Stuart, seconded by Mr. Carpenter, the appointment of these two men was approved.

Next the Secretary of the Board called attention of the Chairman to the depository bond which had not previously been approved. On motion by General Hulén, seconded by Mr. Stuart, the depository bond of the First National Bank was approved.

On motion by General Hulén, seconded by Mr. Carpenter, \$2,000.00 previously appropriated for the Library Expense was transferred back to the general fund.

On motion by Mr. Stuart, seconded by Mr. Wilson, the Board went on record stating that the appropriation of \$3,000.00 on October 19 for the purpose of establishing the printing plant in the basement of the Engineering Building, was in reality repaying the amount of money borrowed in 1932 from the College Publications to use in the purchase of an Intertype machine.

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BOARD MINUTES

MEETING OF THE BOARD

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On motion by Mr. Wilson, seconded by General Hulen, the Board approved the change in the plans for the dormitories effecting the tunnel system which houses the utility lines.

On motion by Mr. Stuart, seconded by Mr. Jones, the Board approved accepting the option covering the metal windows for the dormitories.

On motion by Mr. Wilson, seconded by Mrs. Meharg, the Board voted to empower the Building Committee with authority to make such other changes as were found necessary during the progress of the dormitories construction.

On motion by Mr. Stuart, seconded by General Hulen, the Board voted that the brick for the new dormitories should match the brick previously used in the construction of the College buildings.

On motion by General Hulen, seconded by Mrs. Haley, the Board voted to reject all bids on equipment and furniture, and to select such as would be satisfactory and to receive other bids for equipment and furniture, according to the suggestion of Mr. Thompson, Engineer for P.W.A.

On motion by General Hulen, and seconded by Mrs. Haley, the Board voted that the Building Committee be empowered to act according to their best judgment regarding matters of final approval of the dormitory project by the P.W.A. staff.

On motion by General Hulen, seconded by Mrs. Haley, the Board voted that the Chairman of the Board, Mr. Clifford B. Jones, and Secretary of the Board, Mr. W. T. Gaston, should execute bonds and mortgage required by the P. W. A.

On motion by General Hulen, seconded by Mrs. Haley, \$1,000.00 was appropriated by the Board from the College funds

January 31, 1934.

to cover expense incident to the P. W. A. Project.

There being no further business appearing, the Board adjourned.

(Signed) Clifford B. Jones
Chairman

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FEBRUARY 26, 1934

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Fort Worth, Texas, 2:30 P.M.,
Feb. 26, A. D. 1934

At a meeting of the Board of Directors of the Texas Technological College, held at the office of General John A. Hulen, in the Fort Worth Club Building, Fort Worth, Texas, at 2:30 P.M. on said date, as stated in the copy of notice of such meeting, as below set out, Clifford B. Jones, Chairman of the Board presiding, and W. T. Gaston, Secretary, the following directors of the college, constituting a quorum, being present:

Clifford B. Jones, Chairman,
Roscoe Wilson, Vice Chairman,
Gen. John A. Hulen,
J. W. Carpenter, and
R. A. Stuart.

On motion by Gen. John A. Hulen, seconded by Roscoe Wilson, and carried by a unanimous vote of all present, a copy of the notice of the meeting was ordered entered and is hereby entered in the minutes, as follows:

"February 23, 1934.

"To the Board of Directors of Texas Technological College:

"Notice is hereby given that the Chairman of the Board of Directors, Clifford B. Jones, has called and does hereby call a meeting of the Board of Directors of Texas Technological College to be held at the office of Gen. John A. Hulen, at the Fort Worth Club Building, at Fort Worth, Texas, at 2:30 o'clock P. M. February 26, A. D. 1934.

"Said meeting is called for the purpose of considering and executing a "Loan Agreement" in connection with the application of Texas Technological College for a Loan and Grant to aid in financing the construction of two dormitories for Texas Technological College, in an amount not to exceed \$650,000.00.

"You are requested to be present at this meeting.

(signed) W. T. Gaston
Secretary, Board of Directors."

Chairman of the Board of Directors, Clifford B. Jones, stated the purpose of the meeting and presented to the Board of Directors a "Loan Agreement" prepared by the Legal Department of the Public Works Administration of the United States of America in accordance with application made by Texas Technological College, as "Borrower", to the United States of America, designated in said Agreement as "Government", pursuant to Borrower's application under P.W.A. Docket No. 2079, which said Agreement was read by the Secretary of the Board, and upon motion made by J. W. Carpenter and seconded by R.A. Stuart was ordered spread upon the minute books of the Texas Technological College. It is as follows:

"LOAN AGREEMENT DATE as of 3/2/1934
Between TEXAS TECHNOLOGICAL COLLEGE, LUBBOCK, Texas, (herein called the 'Borrower') and the UNITED STATES OF AMERICA (herein called the 'Government').

PART ONE

General Provisions

1. Amount of loan and grant, Purchase Price and Purpose. Subject to the terms and conditions of this Agreement, the Borrower will sell and the Government will purchase \$520,000 aggregate principal amount of the bonds (herein called the 'Bonds') of the Borrower, at 100 per centum of the principal amount thereof, plus accrued interest, and, in addition to the amount of Bonds to be purchased, the Government will make a grant (herein called the 'grant') to the Borrower of not to exceed 30 per centum of the cost of the labor and materials employed upon the project as herein described, but such Grant together with the aggregate principal amount of the Bonds purchased, and any other funds (herein called 'Other Funds') received directly or indirectly from the Government or any agency or instrumentality thereof to be used to aid in financing the construction of the project, shall not exceed in aggregate amount the total cost of the project, and in no event shall such aggregate amount exceed \$650,000, except for such payment, if any, as may be made under the provisions of Paragraph 11, Part Two, hereof), the proceeds derived from the sale of the Bonds and the amount paid on account of the Grant (except for such payment, if any, as may be made under the provisions of Paragraph 11, Part Two, hereof), to be used for the construction by the Borrower of two four-story, fireproof dormitory buildings (herein called the 'Project', such project and any additions thereto and improvements, extensions and replacements thereof, being herein collectively called the 'System'), and for other and incidental pur-

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poses; all pursuant to the Borrower's application (herein called the 'Application'), FWA Docket No.2079, the proceedings authorizing the issuance of the Bonds, Title II of the National Industrial Recovery Act (herein called the 'Act'), approved June 16, 1933, and the Constitution and Statutes of the State of Texas, including particularly: Senate Bill No. 9, being an act passed at the second called session of the 43rd Texas Legislature and approved February 16, 1934.

2. Description of Bonds

- (a) Designation. Dormitory Revenue Bonds.
- (b) Authorized Principal Amount. \$520,000.
- (c) Type. Negotiable special obligation coupon bond.
- (d) Registration. Registerable at the option of the holder as to principal and interest.
- (e) March 1, 1934.
- (f) Interest. 4 per cent per annum, payable on September 1, 1934, and semi-annually thereafter on the first days of March and September in each year.
- (g) Maturities: On March 1 in each of the following years:

Year	Amount	Year	Amount
1935	\$9,000	1950	\$17,000
1936	9,000	1951	17,000
1937	9,000	1952	18,000
1938	10,000	1953	19,000
1939	11,000	1954	20,000
1940	12,000	1955	20,000
1941,	12,000	1956	21,000
1942	13,000	1957	22,000
1943	13,000	1958	23,000
1944	14,000	1959	24,000
1945	14,000	1960	25,000
1946	15,000	1961	25,000
1947	15,000	1962	26,000
1948	16,000	1963	27,000
1949	16,000	1964	28,000

(h) Security: Special obligations of the Borrower payable from and secured by an exclusive first pledge of the revenues of the system, after deduction only of reasonable operation and maintenance expenses.

(i) Place and Medium of payment. In the City of Lubbock, Texas, or at the option of the holder, at a Bank or Trust Company in the Borough of Manhattan, City and State of New York; in such funds as are, on the respective dates of payment of the principal of and interest on the Bonds, legal tender for debts due the United States of America.

(j) Denomination. \$1,000

3. Form, Text and Sample of Bond: The Bonds shall be in form and text satisfactory to the Legal Division of the Federal Emergency Administration of Public Works (herein called 'Counsel for the Government'). Before the Bonds are prepared, the Borrower shall submit a sample or specimen bond (with coupons) for approval by Counsel for the Government.

4. Method of Taking Up Bonds. The Bonds shall be taken up and paid for in blocks from time to time as funds are needed for the project, or the entire issue may be taken up and paid for by the Government at one time, in the discretion of the Finance Division of the Federal Emergency Administration of Public Works (herein called the 'Finance Division').

5. Amount of Bonds to be Taken Up. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which, together with Other Funds, and the amount to be paid to the Borrower on account of the Grant as provided in this agreement, shall be necessary, in the judgment of the Engineering Division of the Federal Emergency Administration of Public Works (herein called the 'Engineering Division') to complete the project. In case any of the Bonds are sold to purchasers other than the Government, the principal amount of Bonds which the Government is obliged to take up and pay for shall be correspondingly reduced.

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6. Deposit of Bond Proceeds and Grant: Special Accounts: Bond Fund. The Borrower will pay all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor and any payment which may be made on account of the Grant and under the provisions of Paragraph 11, Part Two, hereof, into the Interest and Bond Retirement Fund account (herein called the 'Bond Fund') more fully described in Paragraph 9, Part One, hereof. It will deposit the remaining proceeds from the sale of the Bonds and all Grant payments made under the provisions of Paragraph 8, and any Grant payment made under the provisions of Paragraph 10, Part Two, hereof, in a Bank or Banks which are members of the Federal Reserve System, in a special account or accounts (herein called the 'Special Accounts') each of such Special Accounts to be continuously secured by a pledge to the Borrower of direct obligations of the United States of America having an aggregate market value, exclusive of accrued interest, at all times at least equal to the balance on deposit in each of such Special Accounts, such securities to be deposited with the Borrower or held by a trustee or agent satisfactory to the Finance Division, the trust or agency agreement to be satisfactory in form, sufficiency and substance to Counsel for the Government.

7. Disbursement of Funds in Special Accounts. The Borrower shall expend the funds in such Special Accounts only for such purposes as shall have been previously specified in Bond or Grant requisitions and the documents accompanying the same, filed with the Government and approved by Counsel for the Government including the payment of interest accruing on the Bonds during the construction of the project from the date of their sale. Any balance or balances remaining unexpended in such Special Accounts after the completion of the project and which are not required to meet unpaid obligations incurred in connection with the construction of the project shall be paid into the Bond Fund and shall become a part thereof, or said unexpended balance or balances may be used for the purpose of such of the Bonds as are then outstanding at a price, exclusive of accrued interest, not exceeding the principal amount thereof. Any Bonds so purchased shall be cancelled and no additional bonds shall be issued in lieu thereof. Such bonds, when cancelled, shall be submitted to the Government for recording.

8. Occupancy of System. The Borrower will adopt appropriate rules and regulations to require and enforce residence in the System by a sufficient number of students in attendance at Texas Technological College in the City of Lubbock, Texas, so as to insure as nearly as possible one hundred per centum occupancy of the System

during the regular and special semester terms of said College, and to provide for the charge and collection from such students of the rates, board, room and charges provided in Paragraph 9, Part One, hereof.

9. Rates. The Borrower will fix and maintain rentals, rates and collect charges for the facilities and services afforded by the System which will provide revenue sufficient at all times:

(a) To provide for the payment of the reasonable cost of maintaining, repairing, operating and insuring the system.

(b) To establish and maintain the Bond Fund for the payment of the interest on and principal of the Bonds, and to create the necessary reserve for contingencies therein as hereinafter provided.

10. Use of Revenues. The Borrower will set aside monthly, or oftener if deemed advisable by it, and pledge the gross revenues of the System and set the same aside into separate and special funds as follows:

1st. Operation and Maintenance Fund. There shall be an account to be known as the 'Operation and Maintenance Fund' to be maintained by the Borrower, into which fund there shall be paid out of the gross revenues derived from the System a sum sufficient for the reasonable cost of maintaining, repairing and insuring the System for such month.

2nd. Bond Fund. All the gross revenues received in any month, for services rendered by the System, after the payments have been made into the Operation and Maintenance Fund, as hereinbefore provided, shall be paid into the Bond Fund for a proper proportionate part of the next installment of interest and principal on the Bonds as hereinafter more fully provided.

From and after the date when the System is first put into operating service, the amount of such revenues so payable into the Bond Fund at the end of each month shall equal $11/60$ of the next maturing installments of interest and $11/120$ of the next maturing installment of principal. In the event that the gross revenues in any month after making the payments into the Operation and Maintenance Fund, shall be sufficient to make the aforesaid payments in full into the Bond Fund, any such deficiency shall be paid into such Bond Fund from the first gross revenues of the System thereafter received, and applicable for that purpose.

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It is the intent of the above agreements that, so long as any of the Bonds are outstanding the sums so paid into such Bond Fund shall be in excess of the actual requirements of payment of principal and interest during such years, provided, however, that the Borrower shall not be obliged to make any further payments into said Bond Fund after enough Bonds have been paid or retired so that the amount then held in said Fund equals the aggregate amount of interest and principal that will be payable at the time of their maturity on all Bonds then remaining outstanding. All such excess sums paid into the Bond Fund from the above or from any other source shall be held in said Bond Fund as a reserve for contingencies. So long as any of the Bonds are outstanding the monies in the Bond Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds.

All monies in the Bond Fund shall be deposited in banks and the deposits continuously secured by a valid pledge of direct obligations of the United States Government having an aggregate market value (exclusive of accrued interest) at all times equal to the sum on deposit or shall be invested in such direct obligations of the United States Government; provided, however, that suitable provisions may be made for the sale of such obligations in the event that it shall prove necessary to draw upon said reserve. The reserve for contingencies may be applied to the payment of the last outstanding Bonds and interest thereon.

11. Additional Bonds, Encumbrance and Sale: While any of the Bonds are outstanding, the Borrower shall not issue any additional bonds payable from the revenues of the System unless the lien of such bonds on the revenues of the System, is made junior and subordinate in all respects to the lien of the Bonds purchased under the terms of this Agreement. In no event, while any of said Bonds are outstanding, will the Borrower mortgage or otherwise encumber the System or any part thereof, or sell, lease or otherwise dispose of any substantial portion of such System. These provisions shall inure to the benefit of and be enforceable by any holder of the Bonds.

12. Maintenance and Operation. The Borrower shall maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost. So long as any of the Bonds are outstanding, the Borrower agrees to maintain insurance for the benefit of the holder or holders of the Bonds, on the System of a kind (including occupancy insurance) and in an amount which usually is carried on

such structures and facilities. Nothing in this Agreement shall be construed as requiring the Borrower to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the Borrower from doing so.

13. Accounts and Periodic Statements. The Borrower shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the System. The Borrower shall furnish to the Government so long as it holds any of the Bonds, and to any holder of any of the Bonds, at the written request of such holder, not more than thirty days after the close of each six months fiscal period, complete operating and income statements of the System in reasonable detail covering such six months period, and, not more than sixty days after the close of each fiscal year, complete financial statements of the System in reasonable detail covering such fiscal year, certified by independent auditors.

14. Inspection. Any purchaser from the Government of 25 per centum in aggregate principal amount of the Bonds at the time then outstanding or any holder or holders of 25 per centum of said amount of outstanding Bonds shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Borrower relating thereto.

15. Agreements with Bond Holders. The resolution authorizing the Bonds shall contain agreements with holders of the Bonds sufficient to effectuate the agreements contained in this Part One, hereof.

PART TWO

1. Approval of Agreement. Within a reasonable time after the receipt of the Agreement, the Borrower shall adopt a resolution setting forth the Agreement in full approving the same, and authorizing and directing the execution thereof by the official or officials designated to sign the same on the Borrower's behalf. Promptly thereupon, the Borrower shall cause such official or officials to sign the Agreement.

2. Preliminary Proceedings by Borrower. When the Agreement has been signed on behalf of the Borrower, the Borrower shall

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promptly:

(a) Send to the Government three signed counter-parts of the Agreement and a certified copy of the resolution adopted by the Borrower pursuant to Paragraph 1, Part Two, hereof, together with certified extracts of the minutes pertaining to its adoption, and any papers, certificates and other documents which may be requested by Counsel for the Government;

(b) Retain municipal bond counsel satisfactory to the Finance Division to assist the Borrower in the proceedings relative to the authorization, issuance and sale of the Bonds, and to give such legal opinions relative thereto as may be requested by Counsel for the Government;

(c) Submit to the Government plans, drawings, and specifications of the work and materials to be employed upon the project; the latest data to the expected cost of the project; a statement as to when and how it is proposed to advertise for bids and to let contracts for the work; a statement as to when and how it is proposed to acquire the necessary lands, easements, franchises, and rights-of-way; an estimate as to the amount of money that will be needed at the time of the sale of the Bonds; and any other details or data that may be requested by the Engineering Division;

(d) Submit to the Government all such authorizations, permits, licenses and approvals from Federal, State, County, municipal and other authorities as Counsel for the Government may deem advisable then to be obtained in connection with the project or the Bonds;

(e) Take all the proceedings necessary for the authorization and issuance of the Bonds.

3. First Bond Requisition. As soon as the provisions of Paragraph 2, Part Two, hereof, shall have been complied with to the satisfaction of Counsel for the Government, the Borrower will file with the Government a requisition requesting the Government to take up and pay for such amount of the Bonds as, together with Other Funds, will provide sufficient funds for the construction of the Project for a reasonable period (or, in the discretion of the Finance Division, a

requisition to take up and pay for the entire amount thereof at one time) specifying the principal amount, serial numbers and maturities (which maturities shall be satisfactory to the Finance Division) of the Bonds of such block and the date when it is desired to complete the Government's receipt of such first Bond requisition, unless otherwise satisfactory to Counsel for the Government). The first Bond requisition to be accompanied by a complete transcript of all bond proceedings to date, together with such certificates, forms, opinions, letters, statements and other documents as may be requested by Counsel for the Government.

4. First Bond Payment. If the first Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the first bond requisition, the Government will arrange to take up and pay for such amount of the Bonds as, together with Other Funds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the Project for a reasonable period, or in the judgment of the Finance Division, the entire amount of the Bonds, the first Bond payment to be made at the Federal Reserve Bank of Dallas, Dallas, Texas, (herein called the 'Reserve Bank') or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of such Bonds (having all unmatured coupons attached) together with such documents as may be requested by and which shall be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

5. Subsequent Bond Requisitions. Unless all of the Bonds shall have been previously delivered and paid for, from time to time after the first Bond payment, but not oftener than once a month (unless otherwise satisfactory to the Engineering Division), the Borrower will file a requisition with the Government requesting the Government to take up and pay for an additional block of the Bonds of such amount, as, together with Other Funds, and such portion, if any, of the Grant, requested simultaneously with such Bond requisition, will provide sufficient funds for the construction of the Project for a reasonable period, specifying the principal amount, serial numbers and maturities (which maturities shall be satisfactory to the Finance Division), of the bonds included in such block and the date when it is desired to complete the delivery thereof, (which date shall be not earlier than ten days after the Government's receipt of such Bond requisition, unless otherwise satisfactory to Counsel for the Government) each Bond requisition to be accompanied by such documents as may be requested by Counsel for the Government.

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6. Subsequent Bond Payments. If a Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Bond requisition, the Government will arrange to take up and pay for such additional amount of the Bonds as, together with Other Funds, and such portion, if any, of the Grant, paid simultaneously with the payment for such amount of the Bonds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the Project for a reasonable period, each Bond payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery of such block of Bonds, (having all unmatured coupons attached), together with such documents as may be requested by and which shall be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

7. Grant Requisitions. The Borrower may at any time after the execution of this Agreement but not oftener than once a week, file a requisition requesting the Government to make a payment to the Borrower on account of the Grant, each Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

8. Grant Payments: If a Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 25 per centum of the cost of the labor and materials shown to have been employed upon the Project to a date not later than the date of such Grant requisition; provided, however, that such Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall such Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$130,000; each Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

9. Final Grant Requisition. Within a reasonable time after the Project has been completed and all costs incurred in connection therewith have been determined, the Borrower may file a requisition with the Government requesting the Government for the final portion of the Grant, the final Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

10. Final Grant Payment: If the final Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the final Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 30 per centum of the cost of the labor and materials employed upon the Project; provided, however, that the Final Grant Payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall the final Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$130,000; the final Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

11. Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed the final Grant requisition with the Government, and if the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, in addition to the Grant payments made under the provisions of Paragraphs 8 and 10, Part Two, hereof, the Government will cancel, in so far as possible, and in such order as may be satisfactory to the Finance Division, Bonds and/or coupons in an aggregate amount equal to the amount, if any, by which 30 per centum of the cost of the labor and materials employed upon the Project exceeds the aggregate of all such Grant payments and other funds; and for such reasonable time and to this end, the Government will hold Bonds in the amount necessary to effectuate the purpose and intent of this Paragraph, unless payment of such excess shall have been otherwise provided for by the Government.

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PART THREE
CONSTRUCTION CONTRACTS

IN CONSIDERATION OF THE GRANT, THE BORROWER COVENANTS THAT:

1. Construction Contracts. All construction contracts made by the Borrower and all subcontracts for work on the Project shall be subject to the rules and regulations adopted by the Government to carry out the purposes and control the administration of the Act, and shall contain provisions appropriate to insure that:

(a) Convict Labor: No convict labor shall be employed on the Project, and no materials manufactured or produced by convict labor shall be used on the project.

(b) 30 Hour Week: Except in executive, administrative, and supervisory positions, so far as practicable and feasible in the judgment of the Government, no individual directly employed on the Project shall be permitted to work more than thirty hours in any one week, or except in cases of emergency, on any Sundays or legal holidays; but in accordance with rules and regulations from time to time made by the Government, this provision shall be construed to permit working time lost because of inclement weather or unavoidable delays in any one week to be made up in the succeeding twenty days.

(c) Wages.

1. All employees shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort.

2. All contracts and subcontracts shall further prescribe such minimum wage rates for skilled and unskilled labor as may be determined by the Government and shall be subject to all rules and regulations which the Government may promulgate in connection therewith. Such minimum rates, if any, shall also be

stated in all proposals of bids submitted including those of subcontractors; and a clearly legible statement of all wage rates to be paid the several classes of labor employed on the work shall be posted in a prominent and easily accessible place at the site of the work. All contractors shall keep a true and accurate record of the hours worked by and the wages paid to each employee and shall furnish the Government with sworn statements thereof on demand.

3. All employes shall be paid in full not less than once each week and in lawful money of the United States of America in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

(d) Labor Preferences. Preference shall be given where they are qualified, to ex-service men with dependents, and then in the following order:

(1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the City of Lubbock and/or Lubbock County in the State of Texas, and

(2) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State of Texas; provided, that these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.

(e) Employment Services. To the fullest extent possible, labor required for the Project and appropriate to be secured through employment services, shall be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service, provided however, that organized labor, skilled and unskilled, shall not be required to register at such

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local employment agencies but shall be secured in the customary ways through recognized union locals. In the event, however, that qualified workers are not furnished by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, such labor may be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service. In the selection of workers from lists prepared by such employment agencies and union locals, the labor preferences provided in Sub-Paragraph (d) supra, shall be observed in accordance with such rules and regulations as the Government may prescribe.

(f) Human Labor. In accordance with such rules and regulations as the Government may prescribe, the maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.

(g) Accident Prevention. Every construction contract for work on the Project shall contain an undertaking to comply with all applicable provisions of the laws and building and construction codes of the State, Territory, District and/or Municipality in which the work is done and with any regulations for the protection of workers which may be promulgated by the Government.

(h) Compensation Insurance. Every construction contract for work on the Project shall contain a provision requiring the employer to furnish compensation insurance for injured workers and to give proof of such adequate insurance satisfactory to the Government.

(i) Persons entitled to Benefits of Labor Provisions: Every person who performs the work of a laborer or of a mechanic on the Project, or any part thereof, shall be entitled to the benefits of the labor and wage provisions

hereof, regardless of any contractual relationship between the contractor or subcontractor and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed or color.

(j) Bonding of Contracts. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Government for the protection of labor and material men employed on the Project or any part thereof.

(k) Materials. So far as articles, materials, and supplies produced in the United States are concerned, only articles, materials and supplies produced under codes of fair competition adopted pursuant to the provisions of Title I of the Act, or under the President's Reemployment Agreement, shall be used in work on the Project, except when the Government determines that this requirement is not in the public interest or that the consequent cost is unreasonable. So far as feasible and practicable, and subject to the above, preference shall be given to the use of locally produced materials, if such does not involve higher cost, inferior quality or insufficient quantity, subject to the determination of the Government, but there shall be no requirement providing price differentiations for or restricting the use of materials to those produced within the Nation or State.

(l) Inspection and Records. The Government, through its authorized agents shall have the right to inspect all work as it progresses and shall have access to all pay rolls, records of personnel, invoices or materials, and other data relevant to the performance of the contract.

(m) Reports. Subject to such rules and regulations as the Government may prescribe, contractors and subcontractors shall make reports in triplicate to the Government monthly within five days after the close of each calendar month on forms to be furnished by the United States Department of Labor, which reports shall include the num-

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ber of persons on their pay rolls, the aggregate amount of the pay rolls, the man hours worked, wage scales paid to various classes of labor and the total expenditures for materials. The contractors shall also furnish to the Government the names and addresses of all subcontractors at the earliest date practicable.

(n) Compliance with Title I of the Act. All contractors and subcontractors must comply with the conditions prescribed in Section 7 (a) (1) and 7 (a) (2) of Title I of the Act.

2. Restriction as to Contractors. No contract shall be let to any contractor or subcontractor who has not signed and complied with the applicable approved code of fair competition adopted under Title I of the Act for the trade or industry or subdivision thereof concerned, or, if there be no such approved code, who has not signed and complied with the provisions of the President's Reemployment Agreement.

3. Termination for Breach: The Borrower will enforce compliance with all the provisions of this part of this Agreement, and, as to any work done by it in connection with the construction of the project, will itself comply therewith. All construction contracts shall provide that if any such provisions are violated by any contractor or subcontractor, the Borrower may, with the approval of the Government, and shall at the request of the Government, terminate by written notice to the contractor or subcontractor, the contract of such contractor or subcontractor, and have the right to take over the work and prosecute the same to completion by contract or otherwise and such contractor or subcontractor and his sureties shall be liable for any excess cost occasioned thereby and/or, if so requested by the Government, the Borrower shall withhold from such contractor or subcontractor so much of the compensation due to him as may be necessary to pay laborers or mechanics the difference between the rate of wages required by the contract and the rate of wages actually paid to the laborers and mechanics.

4. Force Labor. Provided, however, that if prices in the bids are excessive, the Borrower reserves the right, anything in

this Agreement to the contrary notwithstanding, to apply to the Government for permission to do all or any part of the Project by day labor, upon such conditions as the Government may impose, with the understanding that all provisions in the Agreement, including those relating to labor, wages, hours and recruitment, shall be observed.

PART FOUR

1. Construction of project: Upon receiving a Bond payment under the provisions of Paragraph 4, Part Two, hereof, the Borrower will promptly commence or cause to be commenced the construction of the Project (unless such construction has already been commenced), and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost, and in accordance with the provisions of this Agreement as to the labor and materials to be employed upon the Project, and the plans, drawings, specifications and construction contracts which, except for subcontractors, shall be in form satisfactory to the Engineering Division, and in accordance with such engineering supervision and inspection as the Government or its representatives may require. Except with the prior written consent of Counsel for the Government, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage or any conditional sale or title retention agreement.

2. Completion of project: Upon the completion of the Project the Borrower will furnish to the Government a certificate of the Borrower's engineers certifying to such completion, to the total cost of the Project and to such other matters as the Engineering Division may request, such certificate to be accompanied by such data as the Engineering Division may request.

3. Information. During the construction of the Project, the Borrower will furnish to the Government all such information and data as the Engineering Division may request as to the construction, cost and progress of the work.

4. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any Grant:

(a) Budget. If in the judgment of the Federal Emergency Administrator of Public Works (hereinafter

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called the 'Administrator') the Borrower has failed to balance its budget satisfactorily, or has failed to take satisfactory action which is reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;

(b) Cost of project: If the Engineering Division shall not be satisfied that the Borrower will be able to construct the Project within the cost estimated at the time when the Application was approved by the Government, such estimated cost being the amount of \$650,000, unless in the event that additional funds appear to the Engineering Division to be necessary in order to pay in full the cost of the construction of the project, the Finance Division shall be satisfied that the Borrower will be able to obtain such funds, as needed, through additional borrowing or otherwise, in a manner satisfactory to Counsel for the Government:

(c) Compliance: If the Borrower shall not have complied, to the satisfaction of Counsel for the Government, with all the provisions contained or referred to in this Agreement and in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;

(d) Legal Matters: If Counsel for the Government shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the Project;

(e) Representations: If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by Counsel for the Government to be incorrect or incomplete in any material respect;

(f) Financial Conditions: If, in the judgment of the Finance Division, the financial condition of the Borrower and the System shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government.

(g) Miscellaneous. If, in the judgment of the Finance Division, the rates and parietal rules fixed by the Borrower for the services and facilities afforded by the System are not sufficient to provide the requirements of Paragraph 9, Part One, hereof.

5. Representations and Warranties. The Borrower represents and warrants as follows:

(a) Authorization: All necessary authorizations, permits, licenses and approval from Federal, State, county, municipal or other authorities in connection with the Project or the Bonds have been or will be obtained;

(b) Litigation: No litigation or other proceedings are now pending or threatened which might adversely affect the Bonds, the construction and operation of the Project, or the financial condition of the Borrower;

(c) Financial Condition: The character of the assets and the financial condition of the Borrower and the System are as favorable as at the date of Borrower's most recent financial statements, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of its affairs;

(d) Fees and Commissions: No fee or commission has been or will be paid by the Borrower or any of its officers, employees, agents or representatives, and no Agreement to pay a fee or commission has been or will be entered into by or on behalf of the Borrower, or any of its officers, employees, agents or representatives, in order to secure the loan and/or grant hereunder;

(e) Affirmation: Every statement contained in this Agreement, in the Borrower's application, and in any supplement thereto or amendment thereof, and in any other document submitted or to be submitted to the Government by or on behalf of the Borrower is, or when so submitted will be, correct and complete, and no relevant fact materially affecting the Bonds, the Grant, the Project or the obligations of the Borrower under this Agreement has been or will be omitted therefrom.

6. Indemnification: The Borrower will indemnify the Government and all purchasers of the Bonds from the Government against any loss or liability incurred by reason of any in-

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accuracy or incompleteness in any representation contained herein. In the event that there shall be any such inaccuracy or incompleteness, the Government shall be entitled (in addition to the above right of indemnification and any other right or remedy) to return any or all of the Bonds to the Borrower and recover the price paid therefor by the Government.

7. Use of Government's name. Without the prior written consent of the Government, the Borrower will not refer to this Agreement or to any purchase by the Government of the Bonds as an inducement for the purchase of any securities (including Bonds repurchased from the Government) of the Borrower, and will not permit any purchaser from it of any such securities to do so.

8. Sales of Bonds by the Government: The Borrower will take all such steps as the Government may reasonably request to aid in the sale by the Government of any or all of the Bonds. Upon request, the Borrower will furnish to the Government or to any purchaser from the Government of 25 per centum of the Bonds, information for the preparation of a bond circular in customary form, signed by the proper official of the Borrower, containing such data as the Government or such purchaser may reasonably request concerning the Borrower and the Project.

9. Expenses: The Borrower will pay all costs, charges and expenses incident to compliance with all the duties and obligations of the Borrower under this Agreement, including without limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds and obtaining all legal opinions requested by Counsel for the Government.

10. Supplemental Documents: The Borrower will furnish to the Government such supplemental documents as Counsel for the Government may request in connection with the Bonds, the Grant, the Project or the obligations of the Borrower under this agreement.

11. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written ap-

proval of the Engineering Division, Finance Division, and Counsel for the Government, without the execution of a new or supplemental agreement, if, in the opinion of Counsel for the Government, which shall be conclusive, such waiver or amendment does not substantially vary the terms of this Agreement. No waiver by the Government of any such provision shall constitute a waiver thereof as applied to any subsequent obligation of the Borrower or the Government under this Agreement.

12. Agreement Not For The Benefit of Third Parties. This Agreement is not for the benefit of any person or corporation other than the parties hereto, their respective assigns or the successors of the Borrower, and neither the holders of the Bonds nor any other person or corporation, except the parties hereto, their respective assigns or the successors of the Borrower, shall have any rights or interest in or under this Agreement, except as expressly provided for herein.

13. Interest of Member of Congress. No member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon.

14. Validation. The Borrower hereby covenants that it will institute, prosecute and carry to completion insofar as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the judgment of Counsel for the Government such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder, a letter from the Governor of the State of Texas, in form satisfactory to Counsel for the Government and expressing the covenant and agreement of said Governor to effectuate insofar as it is within his power the covenant of the Borrower as hereinabove in this Paragraph expressed.

15. Miscellaneous. This Agreement shall be binding upon the parties hereto when a copy hereof, duly executed by the Borrower and

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the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State of Texas. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and the successors of the Borrower, and shall inure to the benefit of the holders from time to time of any of the Bonds; provided, however, that no rights of the Borrower hereunder shall be assignable except with the prior written consent of the Government. All obligations of the Borrower hereunder shall cease upon payment in full of all the Bonds.

16. Promotion of National Recovery: The Borrower covenants to discharge faithfully and with all possible dispatch the duties and obligations imposed upon it by this Agreement, it being the purpose of this Agreement to enable the Borrower to secure the benefits of the Act, foster employment, promote the public welfare and thereby assist in the recovery program of the President of the United States.

17. Undue Delay by the Borrower: The Government shall have the right to rescind the allotment for the Project and annul any obligation to make a loan or a grant to the Borrower unless the Borrower shall within a reasonable time:

- (a) Sign and return to the Government three counterparts of this Agreement as provided in Paragraph 1 and 2, Part Two, hereof, (For the purposes of this subparagraph 17 (a) a reasonable time shall be deemed to be ten days in the ordinary course of events or such longer period as shall be allowed in the absolute discretion of the Administrator);
- (b) Comply with all the provisions of Paragraph 2, Part Two, hereof, including particularly subparagraph (e) relating to the authorization and issuance of the Bonds;
- (c) File requisitions with the Government in accordance with the provisions of Paragraph 3 and 4, Part Two, hereof, and

(d) Commence or cause to be commenced the construction of the Project.

The Administrator shall determine in his absolute discretion what constitutes a reasonable time within the meaning of this Paragraph 17.

18. Construction of Agreement. If any provision of this Agreement shall be invalid in whole or in part, to the extent that it is not invalid it shall be valid and effective and no such validity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, in the opinion of Counsel for the Government, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Texas Technological College, and the UNITED STATES OF AMERICA have respectively caused this Agreement to be duly executed as of the day and year first above written.

TEXAS TECHNOLOGICAL COLLEGE

By: Clifford B. Jones (signed)

Chairman

College
SEAL

ATTEST:

W. T. Gaston,
Secretary.

UNITED STATES OF AMERICA

by Harold L. Ickes, (signed)
Federal Emergency Administrator of Public Works.

February 26, 1934

Upon motion made by Gen. John A. Hulen and seconded by J. W. Carpenter the following resolution was presented to the Board, to-wit:

"WHEREAS, Texas Technological College has made application to the Federal Emergency Administration of Public Works, as shown by P. W. A. Docket No. 2079, for a Loan and Grant not to exceed \$650,000.00 for the construction of two dormitories at the College, which application has been approved by the Federal Administration of Public Works, as per letter just received from Philip B. Fleming, Executive Officer, for the Administrator:

"THEREFORE, BE IT RESOLVED that the Board of Directors hereby approve, ratify and confirm the conditions set out in said Loan Agreement and agree to the terms and conditions thereof, and authorize in behalf of the Board of Directors of Texas Technological College that said Loan Agreement be executed in behalf of the College by Clifford B. Jones, as Chairman of the Board of Directors, and by W. T. Gaston, as Secretary thereof, under the seal of the College, said Agreement, when so executed, to be a binding obligation of the Texas Technological College, which is a separate corporate entity, as created by the statutes of the State of Texas, as shown by the application on file with the P. W. A. under Docket No. 2079.

"Be it further resolved that Clifford B. Jones, Chairman of the Board of Directors, and W. T. Gaston, Secretary of the Board, be and they are hereby authorized to execute in behalf of the Texas Technological College bonds in denomination of One Thousand Dollars (\$1,000.00) to the extent of not to exceed Six Hundred Fifty Thousand Dollars, (\$650,000.00) to the Federal Government of the United States, bearing interest at the rate of four per cent (4%) per annum, interest payable on September 1, 1934 and semi-annually thereafter on the first day of March and September of each year, and principal payable as provided in Section (g), page 1-3,* (in accordance with the application of the College as per P.W.A. Docket No. 2079 and Loan Agreement executed in connection with said loan, such bonds, when so executed, to become a binding obligation of Texas Technological College, in accordance with the terms and conditions of said bonds.

"Be it further resolved that the Chairman of the Board of

(*on March first of each year from 1935 to 1964, both inclusive, said bonds to be drawn)

Directors be and he is hereby authorized and empowered to enter into any agreement and contract or to take any action that may be necessary in order to carry out any and all provisions of the Loan Agreement that may be necessary or incidental to be carried out and performed by and in behalf of the Board of Directors of Texas Technological College."

The above resolution was read (only one reading being required for the passage of same by the Board of Directors) to the Board of Directors by the Secretary of the Board, and after thorough discussion as to the provisions of the Loan Agreement and of the resolution, the resolution was adopted by vote of the Board as follows: Clifford B. Jones, voting aye; Roscoe Wilson voting aye; Gen. John A. Hulen, voting aye; J. W. Carpenter, voting aye; and R. A. Stuart, voting aye. There being no negative votes against the adoption of the resolution, it was declared by the Chairman to have been unanimously adopted.

(signed) Clifford B. Jones
Chairman of the Board of Directors

ATTEST: (signed) W. T. Gaston
Secretary of the Board of Directors

I, W. T. Gaston, Secretary of the Board of Directors of Texas Technological College, hereby certify that the above and foregoing is a true and correct copy of resolution and minutes of special meeting of the Board of Directors of the Texas Technological College held at 2:30 P.M. at the office of Gen. John A. Hulen, Fort Worth Club Building, Fort Worth, Texas, in accordance with notice of said meeting as contained herein.

(signed) W. T. Gaston
Secretary

Subscribed and sworn to before me, a notary public in and for Tarrant County, Texas, on this the 26th day of February, A. D. 1934.

(signed) Jane Kayler
Notary Public in and for Tarrant
County, Texas.

(seal)

1934-35, Texas
March 28, 1934

The Board of Directors of the Texas Technological College met in public session in the office of the President of the College at Fort Worth, Texas, March 28, 1934. A check of the roll showed the following members present: Roscoe Wilson, Vice-Chairman of the Board, Gen. John A. Hulen, Mrs. John W. Carpenter, Senator E. A. Stuart, Mr. John A. Foley, and Mr. Vaughn Hubbard. Dr. Bradford Booth, President of the College, and Mr. W. T. Gaston, Secretary of the Board, were also present.

It was moved by Senator Stuart, seconded by Mrs. Foley, and unanimously carried, that a copy of the notice calling the meeting be spread upon the minutes, together with late mailed, and that Mr. Clifford B. Jones, Chairman of the Board, be excused from the meeting because of the very serious illness of his wife, Mrs. Hoberg. It was also moved by Senator Stuart, seconded by Mrs. Foley, and unanimously carried, that Mrs. Hoberg be excused from the meeting because of the very serious illness of herself; and that the minutes be signed because of the seriousness of his illness in the hospital at Temple, Texas.

BOARD MINUTES

MARCH 28, 1934

Following is a true and correct copy of the notice of the Board meeting called on March 27, 1934, to-wit:

Notice is hereby given that a special meeting of the Board of Directors has been called by Executive Clifford B. Jones, Chairman of the Board, to be held at the office of the President of the Texas Technological College at Fort Worth, Texas, at 2:30 P. M., March 28, A. D., 1934, for the purpose of the consideration and passage of a resolution authorizing the creation of \$250,000.00 Emergency Reserve Fund of Texas Technological College, fixing the amount and conditions of the same, and providing for the same.

Witness my hand and the seal of the said Board, at Fort Worth, Texas, this 26th day of February, 1934.

Very respectfully,
W. T. Gaston, Secretary

...and authorized to enter into...
...of the Loan Agreement...
...of the Board of Directors of Texas Techno-

The above resolution was read twice and reading being re-
quested for the passage of same by the Board of Directors to the
effect of providing by the Secretary of the Board, after there-
upon a motion as to the provisions of the Loan Agreement and of the
resolution, the resolution was adopted by vote of the Board as fol-
lows: Clifford B. Jones, voting aye; Roscoe Wilson voting aye; Gen.
John W. Carpenter, voting aye; J. E. Carpenter, voting aye; and N. A.
Meharg, voting aye. There being no negative votes against the adop-
tion of the resolution, it was declared by the Chairman to have been
unanimously adopted.

(Signed) Clifford B. Jones
Chairman of the Board of Directors

(Signed) W. T. Gaston
Secretary of the Board of Directors

W. T. Gaston, Secretary of the Board of Directors of
Texas Technological College, hereby certifies that the above and fore-
going is a true and correct copy of resolution and minutes of special
meeting of the Board of Directors of the Texas Technological College
held at 2:00 P.M. at the office of Gen. John A. Hulen, Fort Worth,
Texas, in accordance with notice of said
meeting as contained herein.

(Signed) W. T. Gaston
Secretary

Subscribed and sworn to before me, a notary public in and
for Tarrant County, Texas, on this the 20th day of February, A. D. 1934.

(Signed) Jane Haley
Notary Public in and for Tarrant
County, Texas.

Lubbock, Texas
March 28, 1934

The Board of Directors of the Texas Technological
College met in called session in the office of the President
of the College at 2:00 P. M., Wednesday, March 28. A check
of the roll showed the following members present: Roscoe
Wilson, Vice-Chairman of the Board, Gen. John A. Hulen, Mr.
John W. Carpenter, Senator R. A. Stuart, Mrs. John A. Haley,
and Mr. Dennis Zimmermann. Dr. Bradford Knapp, President
of the College, and Mr. W. T. Gaston, Secretary of the Board,
were also present.

It was moved by Senator Stuart, seconded by Mrs.
Haley, and unanimously carried, that a copy of the notice
calling the meeting be spread upon the minutes, together
with date mailed, and that Mr. Clifford B. Jones, Chairman
of the Board, be excused from the meeting because of the
very serious illness of his father; that Mrs. Meharg be ex-
cused from the meeting on account of the very serious illness
of herself; and that Mr. Sneed be excused because of the
serious illness of his brother who is in the hospital at
Temple, Texas.

Following is a true and correct copy of the
notice of the Board meeting mailed out on March 7, 1934,
to-wit:

"Notice is hereby given that a special meeting of
the Board of Directors has been called by Honorable
Clifford B. Jones, Chairman of the Board, to be held at
the office of the President of the Texas Technological
College at Lubbock, Texas, at 2:00 P. M., March 23,
A. D., 1934, for the purpose of the consideration and
passage of a resolution authorizing the issuance of
\$520,000.00 Dormitory Revenue Bonds of Texas Technological
College, fixing the details and confirming the sale thereof,
and providing for the sale thereof.

"As the P.W.A. officials require the action of the
full Board, it is imperative that all members be present
for the above meeting.

Very cordially yours,
s/ W. T. Gaston, Secretary."

Following is a true and correct copy of the notice of the Board meeting mailed out on March 16, 1934, to-wit:

"I, W. T. Gaston, Secretary of the Board of Directors of the Texas Technological College, having been instructed by Honorable Clifford B. Jones, Chairman of the Board of Directors, to notify you of a change in the date of the Board meeting, which was to have been held on Friday, March 23, at 2:00 P. M., in the office of Dr. Bradford Knapp, President of the College, the date having been changed to Wednesday, March 28.

"You are requested to be present on the above date.

Very cordially yours,
W. T. Gaston, Secretary

It was moved by Mr. Carpenter, seconded by Mrs. Haley, and unanimously carried, that the minutes of the previous meeting held on February 26, 1934, be approved as read and that the full text of the minutes of the meeting of February 26 be spread on the minutes of this meeting.

The minutes are as follows, to-wit:

Fort Worth, Texas,
2:30 P. M., Feb. 26, A.D., 1934.

At a meeting of the Board of Directors of Texas Technological College, held at the office of General John A. Hulen, in the Fort Worth Club Building, Fort Worth, Texas, at 2:30 P. M. on said date, as stated in the copy of notice of such meeting, as below set out, Clifford B. Jones, Chairman of the Board presiding, and W. T. Gaston, Secretary, the following Directors of the College, constituting a quorum, being present:

Clifford B. Jones, Chairman,
Roscoe Wilson, Vice-Chairman,
General John A. Hulen,
J. W. Carpenter, and
R. A. Stuart.

On motion by General John A. Hulen, Seconded by Roscoe Wilson, and carried by an unanimous vote of all present, a copy of the notice of the meeting was ordered entered and is hereby entered in the minutes, as follows:

"February 23, 1934.

"To the Board of Directors of Texas Technological College:

"Notice is hereby given that the Chairman of the Board of Directors, Clifford B. Jones, has called and does hereby call a meeting of the Board of Directors of Texas Technological College to be held at the office of Gen. John A. Hulen, at the Fort Worth Club Building, at Fort Worth, Texas, at 2:30 o'clock P. M., February 26, A. D., 1934.

"Said meeting is called for the purpose of considering and executing a "Loan Agreement" in connection with the application of Texas Technological College for a Loan and Grant to aid in financing the construction of Two Dormitories for Texas Technological College, in an amount not to exceed \$650,000.

"You are requested to be present at this meeting.

s/ W. T. Gaston
Secretary, Board of Directors."

Chairman of the Board of Directors, Clifford B. Jones, stated the purpose of the meeting and presented to the Board of Directors a "Loan Agreement" prepared by the Legal Department of the Public Works Administration of the United States of America in accordance with application made by Texas Technological College, as "Borrower", to the United States of America, designated in said Agreement as "Government", pursuant to borrower's application under P.W.A. Docket No. 2079, which said Agreement was read by the Secretary of the Board, and upon motion made by J. W. Carpenter and seconded by Mr. Stuart, was ordered spread upon the minute books of the Texas Technological College, as follows:

"Loan Agreement date as of 3/2/34
Between Texas Technological College, Lubbock, Texas, (herein called the "Borrower") and the UNITED STATES OF AMERICA (herein called the 'Government').

PART ONE

General Provisions

1. Amount of loan and grant, Purchase Price and Purpose. Subject to the terms and conditions of this Agreement, the Borrower will sell and the Government will purchase \$520,000 aggregate principal amount of the bonds (herein called the "Bonds") of the Borrower, at 100 per centum of the principal amount thereof, plus accrued interest, and, in addition to the amount of Bonds to be purchased, the Government will make a grant (herein called the 'grant') to the Borrower of not to exceed 30 per centum of the cost of the labor and materials employed upon the project as herein described, but such Grant together with the aggregate principal amount of the Bonds purchased, and any other funds (herein called 'Other Funds') received directly or indirectly from the Government or any agency or instrumentality thereof to be used to aid in financing the construction of the project, shall not exceed in aggregate amount the total cost of the project, and in no event shall such aggregate amount exceed \$650,000.00, except for such payment, if any, as may be made under the provisions of Paragraph II, Part Two, hereof), the proceeds derived from the sale of the Bonds and the amount paid on account of the Grant (except for such payment, if any, as may be made under the provisions of Paragraph II, Part Two, hereof), to be used for the construction by the Borrower of two four-story, fireproof dormitory buildings (herein called the 'Project'), such project and any additions thereto and improvements, extensions, and replacements thereof, being herein collectively called the 'System', and for other and incidental purposes; all pursuant to the Borrower's application (herein called the 'Application'), P.W.A. Docket No. 2079, the proceedings authorizing the issuance of the Bonds, Title II of the National Industrial Recovery Act (herein called the 'Act'), approved June 16, 1933, and the Constitution and Statutes of the State of Texas, including particularly: Senate Bill No. 9, being an act passed at the second called session of the 43rd Texas Legislature and approved February 16, 1934.

2. Description of Bonds

- (a) Designation. Dormitory Revenue Bonds.
- (b) Authorized Principal Amount. \$520,000.00
- (c) Type. Negotiable special obligation coupon bond.
- (d) Registration. Registerable at the option of the holder as to principal and interest.
- (e) March 1, 1934.
- (f) Interest. 4 per cent per annum, payable on September 1,

1934, and semi-annually thereafter on the first days of March and September in each year.

(g) Maturities: On March 1 in each of the following years:

Year	Amount	Year	Amount
1935	\$ 9,000	1950	\$ 17,000
1936	9,000	1951	17,000
1937	9,000	1952	18,000
1938	10,000	1953	19,000
1939	11,000	1954	20,000
1940	12,000	1955	20,000
1941	12,000	1956	21,000
1942	13,000	1957	22,000
1943	13,000	1958	23,000
1944	14,000	1959	24,000
1945	14,000	1960	25,000
1946	15,000	1961	25,000
1947	15,000	1962	26,000
1948	16,000	1963	27,000
1949	16,000	1964	28,000

(h) Security: Special obligations of the Borrower payable from and secured by an exclusive first pledge of the revenues of the system, after deduction only of reasonable operation and maintenance expenses.

(i) Place and Medium of payment. In the City of Lubbock, Texas, or at the option of the holder, at a Bank or Trust Company in the Borough of Manhattan, City and State of New York; in such funds are, on the respective dates of payment of the principal of and interest on the Bonds, legal tender for debts due the United States of America.

(j) Denomination. \$1,000.

3. Form, Text and Sample of Bond: The Bonds shall be in form and text satisfactory to the Legal Division of the Federal Emergency Administration of Public Works (herein called 'Counsel for the Government'). Before the Bonds are prepared, the Borrower shall submit a sample or specimen bond (with coupons) for approval by Counsel for the Government.

4. Method of Taking up Bonds. The Bonds shall be taken up and paid for in blocks from time to time as funds are needed for the project, or the entire issue may be taken up and paid for by the Government at one time, in the discretion of the Finance

Division of the Federal Emergency Administration of Public Works (herein called the 'Finance Division').

5. Amount of Bonds to be taken up. The Government shall be under no obligation to take up and pay for Bonds beyond the amount which, together with Other Funds, and the amount to be paid to the Borrower on account of the Grant as provided in this agreement, shall be necessary, in the judgment of the Engineering Division of the Federal Emergency Administration of Public Works (herein called the 'Engineering Division') to complete the project. In case any of the Bonds are sold to purchasers other than the Government, the principal amount of Bonds which the Government is obliged to take up and pay for shall be correspondingly reduced.

6. Deposit of Bond Proceeds and Grant: Special Accounts: Bond Fund. The Borrower will pay all accrued interest which it receives from the sale of the Bonds at the time of the payment therefor and any payment which may be made on account of the grant and under the provisions of Paragraph 11, Part Two, hereof, into the Interest and Retirement Fund account (herein called the 'Bond Fund') more fully described in Paragraph 9, Part One, hereof. It will deposit the remaining proceeds from the sale of the Bonds and all Grant payments made under the provisions of Paragraph 8, and any Grant payments made under the provisions of Paragraph 10, Part Two hereof, in a Bank or banks which are members of the Federal Reserve System, in a special account or accounts (herein called the Special Accounts) each of such Special Accounts to be continuously secured by a pledge to the Borrower of direct obligations of the United States of America having an aggregate market value, exclusive of accrued interest, at all times at least equal to the balance on deposit in each of such Special Accounts, such securities to be deposited with the Borrower and held by a trustee or agent satisfactory to the Finance Division, the trust or agency agreement to be satisfactory in form, sufficiency and substance to Counsel for the Government, provided, however, that if satisfactory to the Finance Division, such special Accounts maybe secured by a Surety bond or bonds, such bond or bonds to be acceptable to the Finance Division and satisfactory in form, sufficiency and substance to Counsel for the Government.

7. Disbursement of Funds in Special Accounts. The Borrower shall expend the funds in such Special Accounts only for such purposes as shall have been previously specified in Bond or Grant requisitions and the documents accompanying the same, filed with the Government and approved by counsel for the Government including the payment of interest accruing on the Bonds during the construction of the project from the date of their sale. Any balance or balances remaining unexpended in such Special Accounts after the completion of the project and which are not required to meet unpaid obligations incurred in connection with the construction of the project shall be paid unto the Bond Fund and shall become a

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part thereof, or said unexpended balance or balances may be used for the purpose of such of the Bonds as are then outstanding at a price, exclusive or accrued interest, not exceeding the principal amount thereof. Any Bonds so purchased shall be cancelled and no additional Bonds shall be issued in lieu thereof. Such bonds, when cancelled, shall be submitted to the Government for recording.

8. Occupancy of System. The Borrower will adopt appropriate rules and regulations to require and enforce residence in the System by a sufficient number of students in attendance at Texas Technological College in the City of Lubbock, Texas, so as to insure as nearly as possible one hundred per centum occupancy of the System during the regular and special semester terms of said College, and to provide for the charge and collection from such students of the rates, board, room and charges provided in Paragraph 9, Part One, hereof.

9. Rates. The Borrower will fix and maintain rentals, rates and collect charges for the facilities and services afforded by the System which will provide revenue sufficient at all times:

- (a) To provide for the payment of the reasonable cost of maintaining, repairing, operating and insuring the system.
- (b) To establish and maintain the Bond Fund for the payment of the interest on and principal of the Bonds, and to create the necessary reserve for contingencies therein as hereinafter provided.

10. Use of Revenues. The Borrower will set aside monthly, or oftener if deemed advisable by it, and pledge the gross revenues of the System and set the same aside into separate and special funds as follows:

- 1st. Operation and Maintenance Fund. There shall be an account to be known as the 'Operation and Maintenance Fund' to be maintained by the Borrower, into which fund there shall be paid out of the gross revenues derived from the System a sum sufficient for the reasonable cost of maintaining, repairing and insuring the System for such month.

- 2nd. Bond Fund. All the gross revenues received in any month, for services rendered by the System, after the payments have been made into the Operation and Maintenance Fund, as hereinbefore provided, shall be paid into the Bond Fund for a proper proportionate part of the next installment of interest and principal on the Bonds as hereinafter more fully provided.

From and after the date when the System is first put into operating service, the amount of such revenues so payable into the Bond Fund at the end of each month shall equal $11/60$ of the next maturing installments of interest and $11/120$ of the next maturing installment of principal. In the event that the gross revenues in any month after making the payments into the Operation and Maintenance Fund, shall be insufficient to make the aforesaid payments in full into the Bond Fund, any such deficiency shall be paid into such Bond Fund from the first gross revenues of the System thereafter received, and applicable for that purpose.

It is the intent of the above agreements that, so long as any of the Bonds are outstanding the sums so paid into such Bond Fund shall be in excess of the actual requirements of payment of principal and interest during such years, provided, however, that the borrower shall not be obliged to make any further payments into said Bond Fund after enough bonds have been paid or retired so that the amount then held in said Fund equals the aggregate amount of interest and principal that will be payable at the time of their maturity on all Bonds then remaining outstanding. All such excess sums paid into the Bond Fund from the above or from any other source shall be held in said Bond Fund as a reserve for contingencies. So long as any of the Bonds are outstanding the monies in the Bond Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds.

All monies in the Bond Fund shall be deposited in banks and the deposits continuously secured by a valid pledge of direct obligations of the United States Government having an aggregate market value (exclusive of accrued interest) at all times equal to the sum on deposit or shall be invested in such direct obligations of the United States Government; provided, however, that suitable provisions may be made for the sale of such obligations in the event that it shall prove necessary to draw upon said reserve. The reserve for contingencies may be applied to the payment of the last outstanding Bonds and interest thereon.

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11. Additional Bonds, Encumbrance and Sale: While any of the Bonds are outstanding, the Borrower shall not issue any additional Bonds payable from the revenues of the System unless the lien of such bonds on the revenues of the System is made junior and subordinate in all respects to the lien of the Bonds purchased under the terms of this agreement. In no event, while any of said Bonds are outstanding, will the Borrower mortgage or otherwise encumber the System or any part thereof, or sell, lease or otherwise dispose of any substantial portion of such System. These provisions shall inure to the benefit of and be enforceable by any holder of any of the Bonds.

12. Maintenance and Operation. The Borrower shall maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost. So long as any of the Bonds are outstanding, the Borrower agrees to maintain insurance for the benefit of the holder or holders of the Bonds, on the System of a kind (including occupancy insurance) and in an amount which usually is carried on such structures and facilities. Nothing in this Agreement shall be construed as requiring the Borrower to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the Borrower from doing so.

13. Accounts and Periodic Statements. The Borrower shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the System. The Borrower shall furnish to the Government so long as it holds any of the Bonds, and to any holder of any of the Bonds, at the written request of such holder, not more than thirty days after the close of each six months fiscal period, complete operating and income statements of the System in reasonable detail covering such six months period, and, not more than sixty days after the close of each fiscal year, complete financial statements of the System in reasonable detail covering such fiscal year, certified by independent auditors.

14. Inspection. Any purchaser from the Government of 25 per centum in aggregate principal amount of the Bonds at the time then outstanding or any holder or holders of 25 per centum of said amount of outstanding Bonds shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Borrower relating thereto.

15. Agreements with Bond Holders. The resolution authorizing the Bonds shall contain agreements with holders of the Bonds sufficient to effectuate the agreements contained in this Part One, hereof.

PART TWO

1. Approval of Agreement. Within a reasonable time after the receipt of the Agreement, the Borrower shall adopt a resolution setting forth the Agreement in full approving the same, and authorizing and directing the execution thereof by the official or officials designated to sign the same on the Borrower's behalf. Promptly thereupon, the Borrower shall cause such official or officials to sign the Agreement.

2. Preliminary Proceedings by Borrower. When the Agreement has been signed on behalf of the Borrower, the Borrower shall promptly:

(a) Send to the Government three signed counter-parts of the Agreement and a certified copy of the resolution adopted by the Borrower pursuant to Paragraph 1, Part Two, hereof, together with certified extracts of the minutes pertaining to its adoption, and any papers, certificates and other documents which may be requested by Counsel for the Government;

(b) Retain municipal bond counsel satisfactory to the Finance Division to assist the Borrower in the proceedings relative to the authorization, issuance and sale of the Bonds, and to give such legal opinions relative thereto as may be requested by Counsel for the Government;

(c) Submit to the Government plans, drawings, and specifications of the work and materials to be employed upon the project; the latest data as to the expected cost of the project; a statement as to when and how it is proposed to advertise for bids and to let contracts for the work; a statement as to when and how it is proposed to acquire the necessary lands, easements, franchises, and rights-of-way; an estimate as to the amount of money that will be needed at the time of the sale of the Bonds; and any other details or data that may be requested by the Engineering Division;

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(d) Submit to the Government all such authorizations, permits, licenses and approvals from Federal, State, County, municipal and other authorities as Counsel for the Government may deem advisable then to be obtained in connection with the project or the Bonds;

(e) Take all the proceedings necessary for the authorization and issuance of the bonds.

3. First Bond Requisition. As soon as the provisions of Paragraph 2, Part Two, hereof, shall have been complied with to the satisfaction of Counsel for the Government, the Borrower will file with the Government a requisition requesting the Government to take up and pay for such amount of the Bonds as, together with Other Funds, will provide sufficient funds for the construction of the Project for a reasonable period (or, in the discretion of the Finance Division, a requisition to take up and pay for the entire amount thereof at one time) specifying the principal amount, serial numbers and maturities (which maturities shall be satisfactory to the Finance Division) of the Bonds of such block and the date when it is desired to complete the Government's receipt of such first Bond requisition, unless otherwise satisfactory to Counsel for the Government). The first Bond requisition to be accompanied by a complete transcript of all bond proceedings to date, together with such certificates, forms, opinions, letters, statements and other documents as may be requested by Counsel for the Government.

4. First Bond Payment. If the first Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the first bond requisition, the Government will arrange to take up and pay for such amount of the Bonds as, together with Other Funds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the Project for a reasonable period, or in the judgment of the Finance Division, the entire amount of the Bonds, the first Bond payment to be made at the Federal Reserve Bank of Dallas, Dallas, Texas, (herein called the "Reserve Bank") or at such other place or places as Counsel for the Government may designate against delivery by the Borrower of such Bonds, (having all unmatured coupons attached) together with such documents as may be requested by

and which shall be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

5. Subsequent Bond Requisitions. Unless all of the Bonds shall have been previously delivered and paid for, from time to time after the first Bond payment, but not oftener than once a month, (unless otherwise satisfactory to the Engineering Division), the Borrower will file a requisition with the Government requesting the Government to take up and pay for an additional block of the bonds of such amount, as together with Other Funds, and such portion, if any, of the Grant, requested simultaneously with such Bond requisition, will provide sufficient funds for the construction of the Project for a reasonable period, specifying the principal amount, serial numbers and maturities (which maturities shall be satisfactory to the Finance Division), of the bonds included in such block and the date when it is desired to complete the delivery thereof, (which date shall be not earlier than ten days after the Government's receipt of such Bond requisition, unless otherwise satisfactory to Counsel for the Government) each Bond requisition to be accompanied by such documents as may be requested by Counsel for the Government.

6. Subsequent Bond Payments. If a Bond requisition and the documents accompanying the same are satisfactory in form, sufficiency, and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Bond requisition, the Government will arrange to take up and pay for such additional amount of the Bonds as, together with Other Funds, and such portion, if any, of the Grant, paid simultaneously with the payment for such amount of the Bonds, will provide, in the judgment of the Engineering Division, sufficient funds for the construction of the project for a reasonable period, each Bond payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery of such block of bonds, (having all unmatured coupons attached), together with such documents as may be requested by and which shall, be in form, sufficiency and substance as theretofore approved by Counsel for the Government.

7. Grant Requisitions. The Borrower may at any time after the execution of this Agreement but not oftener than once a week, file a requisition requesting the Government to make a payment to the Borrower on account of the Grant, each Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

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8. Grant Payments: If a Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 25 per centum of the cost of the labor and materials shown to have been employed upon the Project to a date not later than the date of such Grant Requisition; provided, however, that such Grant payment, together with all previous Grant Payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall such Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$130,000; each Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

9. Final Grant Requisition. Within a reasonable time after the Project has been completed and all costs incurred in connection therewith have been determined, the Borrower may file a requisition with the Government requesting the Government for the final portion of the Grant, the final Grant requisition to be accompanied by such documents as may be requested by Counsel for the Government.

10. Final Grant Payment: If the final Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the final Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 30 per centum of the cost of the labor and materials employed upon the Project; provided, however, that the Final Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall the final Grant Payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$130,000; the final Grant Payment to be made at the Reserve Bank or at such other

place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor.

11. Cancellation of Bonds. If the Borrower, within a reasonable time after the completion of the Project, shall have filed the final Grant requisition with the Government, and if the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, in addition to the Grant Payments made under the provisions of Paragraphs 8 and 10, Part Two, hereof, the Government will cancel, in so far as possible, and in such order as may be satisfactory to the Finance Division, Bonds and/or coupons in an aggregate amount equal to the amount, if any, by which 30 per centum of the cost of the labor and materials employed upon the Project exceeds the aggregate of all such Grant payments and other Funds; and for such reasonable time and to this end, the Government will hold Bonds in the amount necessary to effectuate the purpose and extent of this Paragraph, unless payment of such excess shall have been otherwise provided for by the Government.

PART THREE

CONSTRUCTION CONTRACTS:

IN CONSIDERATION OF THE GRANT, THE BORROWER COVENANTS THAT:

1. Construction Contracts. All construction contracts made by the Borrower and all subcontracts for work on the Project shall be subject to the rules and regulations adopted by the Government to carry out the purposes and control the administration of the Act, and shall contain provisions appropriate to insure that:

(a) Convict Labor: No convict labor shall be employed on the Project, and no materials manufactured or produced by convict labor shall be used on the project.

(b) 30 Hour Week. Except in executive, administrative and supervisory positions, so far as practicable and feasible in the judgment of the Government, no individual directly employed on the Project shall be permitted to work more than thirty hours in any one week, or except in cases of emergency, on any Sundays or legal holidays; but in accordance with rules and regulations from time to time made by the Government, this provision shall be construed to permit working time

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lost because of inclement weather or unavoidable delays in any one week to be made up in the succeeding twenty days.

(c) Wages.

1. All employees shall be paid just and reasonable wages which shall be compensation sufficient to provide, for the hours of labor as limited, a standard of living in decency and comfort.

2. All contracts and subcontracts shall further prescribe such minimum wage rates for skilled and unskilled labor as may be determined by the Government and shall be subject to all rules and regulations which the Government may promulgate in connection therewith. Such minimum rates, if any, shall also be stated in all proposals of bids submitted including those of subcontractors; and a clearly legible statement of all wage rates to be paid the several classes of labor employed on the work shall be posted in a prominent and easily accessible place at the site of the work. All contractors shall keep true and accurate record of the hours worked by and the wages paid to each employee and shall furnish the Government with sworn statements thereof on demand.

3. All employees shall be paid in full not less often than once each week and in lawful money of the United States of America in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

(d) Labor Preferences. Preference shall be given where they are qualified, to ex-service men with dependents, and then in the following order:

- (1) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the City of Lubbock and/or Lubbock County in the State of Texas, and
- (2) To citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State of Texas; provided, that these preferences shall apply only where such labor is available and qualified to perform the work to which the employment relates.
- (e) Employment Services. To the fullest extent possible, labor required for the Project and appropriate to be secured through employment services, shall be chosen from lists of qualified workers submitted by local employment agencies designated by the United States Employment Service, provided however, that organized labor, skilled and unskilled, shall not be required to register at such local employment agencies but shall be secured in the customary ways through recognized union locals. In the event, however, that qualified workers are not furnished by the union locals within 48 hours (Sundays and holidays excluded) after request is filed by the employer, such labor may be chosen from lists of qualified workers submitted by local employment agencies designated by the United States employment agencies and the union locals, the labor preferences provided in sub-paragraph (d) Supra, shall be observed in accordance with such rules and regulations as the Government may prescribe.
- (f) Human Labor. In accordance with such rules and regulations as the Government may prescribe, the maximum of human labor shall be used in lieu of machinery wherever practicable and consistent with sound economy and public advantage; and to the extent that the work may be accomplished at no greater expense by human labor than by the use of machinery, and labor of requisite qualifications is available, such human labor shall be employed.
- (g) Accident Prevention. Every construction contract for work on the Project shall contain an undertaking to comply with all applicable provisions of the laws and build-

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ing and construction codes of the State, Territory, District and/or Municipality in which the work is done and with any regulations for the protection of workers which may be promulgated by the Government.

- (h) Compensation Insurance. Every construction contract for work on the Project shall contain a provision requiring the employer to furnish compensation insurance for injured workers and to give proof of such adequate insurance satisfactory to the Government.
- (i) Persons entitled to Benefits of Labor Provisions: Every person who performs the work of a laborer or of a mechanic on the Project, or any part thereof, shall be entitled to the benefits of the labor and wage provisions hereof, regardless of any contractual relationship between the contractor or sub-contractor and such laborer or mechanic. There shall be no discrimination in the selection of labor on the ground of race, creed, or color.
- (j) Bonding of Contracts. Construction contracts shall be supported by adequate surety or other bonds or security satisfactory to the Government for the protection of labor and material men employed on the Project or any part thereof.
- (k) Materials. So far as articles, materials, and supplies produced in the United States are concerned, only articles, materials and supplies produced under codes of fair competition adopted pursuant to the provisions of Title 1 of the Act, or under the President's Reemployment Agreement, shall be used in work on the Project, except when the Government determines that this requirement is not in the public interest or that the consequent cost is unreasonable. So far as feasible and practicable, and subject to the above, preference shall be given to the use of locally produced materials if such use does not involve higher cost, inferior quality or insufficient quantity, subject to the determination of the Government,

but there shall be no requirement providing price differentiations for or restricting the use of materials to those produced within the Nation or State.

- (1) Inspection and Records. The Government, through its authorized agents shall have the right to inspect all work as it progresses and shall have access to all payrolls, records of personnel, invoices or materials, and other data relevant to the performance of the contract.
- (m) Reports. Subject to such rules and regulations as the Government may prescribe, contractors and subcontractors shall make reports in triplicate to the Government monthly within five days after the close of each calendar month on forms to be furnished by the United States Department of Labor, which reports shall include the number of persons on their pay rolls, the aggregate amount of the payrolls, the man hours worked, wage scales paid to various classes of labor and the total expenditures for materials. The contractors shall also furnish to the Government the names and addresses of all subcontractors at the earliest date practicable.
- (n) Compliance with Title I of the Act. All contractors and subcontractors must comply with the conditions prescribed in Section 7 (a) (1) and 7 (a) (2) of Title I of the Act.
2. Restriction as to Contractors. No contract shall be let to any contractor or subcontractor who has not signed and complied with the applicable approved code of fair competition adopted under Title I of the Act for the trade or industry or subdivision thereof concerned, or, if there be no such approved code, who has not signed and complied with the provisions of the President's Reemployment Agreement.
3. Termination for Breach: The Borrower will enforce compliance with all the provisions of this part of this Agreement, and, as to any work done by it in connection with the construction of the project, will itself comply therewith. All construction contracts shall provide

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that if any such provisions are violated by any contractor or subcontractor, the Borrower may, with the approval of the Government, and shall at the request of the Government, terminate by written notice to the contractor or subcontractor the contract or such contractor or subcontractor, and have the right to take over the work and prosecute the same to completion by contract or otherwise and such contractor or subcontractor and his sureties shall be liable for any excess cost occasioned thereby and/or, if so requested by the Government, the Borrower shall withhold from such contractor or subcontractor so much of the compensation due to him as may be necessary to pay laborers or mechanics the difference between the rate of wages required by the contract and the rate of wages actually paid to the laborers and mechanics.

4. Force Labor. Provided, however, that if prices in the bids are excessive, the Borrower reserves the right, anything in this Agreement to the contrary notwithstanding, to apply to the Government for permission to do all or any part of the Project by day labor, upon such conditions as the Government may impose, with the understanding that all provisions in the Agreement, including those relating to labor, wages, hours and recruitment, will be observed.

PART FOUR

1. Construction of Project: Upon receiving a Bond payment under the provisions of Paragraph 4, Part Two, hereof, the Borrower will promptly commence or cause to be commenced the construction of the Project (unless such construction has already been commenced), and the Borrower will thereafter continue such construction or cause it to be continued to completion with all practicable dispatch, in an efficient and economical manner, at a reasonable cost, and in accordance with the provisions of this Agreement as to the labor and materials to be employed upon the Project, and the plans, drawings, specifications and construction contracts which, except for subcontractors, shall be in form satisfactory to the Engineering Division, and in accordance with such engineering supervision and inspection as the Government or its representatives may require. Except with the prior written consent of Counsel for the Government, no materials or equipment for the Project shall be purchased by the Borrower subject to any chattel mortgage or any conditional sale or title retention agreement.

2. Completion of Project: Upon the completion of the Pro-

ject the Borrower will furnish to the Government a certificate of the Borrower's engineers certifying to such completion, to the total cost of the Project and to such other matters as the Engineering Division may request, such certificate to be accompanied by such data as the Engineering Division may request.

3. Information. During the construction of the Project the Borrower will furnish to the Government all such information and data as the Engineering Division may request as to the construction, cost and progress of the work.

4. Conditions Precedent to the Government's Obligations. The Government shall be under no obligation to pay for any of the Bonds or to make any Grant:

(a) Budget. If in the judgment of the Federal Emergency Administrator of Public Works (herein called the 'Administrator') the Borrower has failed to balance its budget satisfactorily, or has failed to take satisfactory action which is reasonably designed to bring the ordinary current expenditures of the Borrower within the prudently estimated revenues thereof;

(b) Cost of project: If the Engineering Division shall not be satisfied that the Borrower will be able to construct the Project within the cost estimated at the time when the Application was approved by the Government, such estimated cost being the amount of \$650,000, unless in the event that additional funds appear to the Engineering Division to be necessary in order to pay in full the cost of the construction of the project, the Finance Division shall be satisfied that the Borrower will be able to obtain such funds, as needed, through additional borrowing or otherwise, in a manner satisfactory to Counsel for the Government.

(c) Compliance: If the Borrower shall not have complied, to the satisfaction of Counsel for the Government, with all the provisions contained or referred to in this Agreement and in the proceedings authorizing the issuance of the Bonds, theretofore to be complied with by the Borrower;

(d) Legal Matters: If Counsel for the Government shall not be satisfied as to all legal matters and proceedings affecting the Bonds, the security therefor or the Project;

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(e) Representations: If any representation made by the Borrower in this Agreement or in the Application or in any supplement thereto or amendment thereof, or in any document submitted to the Government by the Borrower shall be found by Counsel for the Government to be incorrect or incomplete in any material respect;

(f) Financial Conditions. If, in the judgment of the Finance division, the financial condition of the Borrower and the System shall have changed unfavorably in a material degree from its condition as theretofore represented to the Government.

(g) Miscellaneous. If, in the judgment of the Finance Division, the rates and parietal rules fixed by the Borrower for the services and facilities afforded by the System are not sufficient to provide the requirements of Paragraph 9, Part One, hereof.

5. Representations and Warranties. The Borrower represents and warrants as follows:

(a) Authorization: All necessary authorizations, permits, licenses and approval from Federal, State, county, municipal or other authorities in connection with the Project or the Bonds have been or will be obtained;

(b) Litigation: No litigation or other proceedings are not pending or threatened which might adversely affect the Bonds, the construction and operation of the Project, or the financial condition of the Borrower;

(c) Financial Condition: The character of the assets and the financial condition of the Borrower and the System are as favorable as at the date of Borrower's most recent financial statements, furnished to the Government as a part of the Application, and there have been no changes in the character of such assets or in such financial condition except such changes as are necessary and incidental to the ordinary and usual conduct of its affairs;

(d) Fees and Commissions: No fee or commission has been or will be paid by the Borrower or any of its officers, employees, agents or representatives, and no Agreement to pay a fee or commission has been or will be entered into by or on behalf of the Borrower, or any of its officers, employees, agents

or representatives, in order to secure the loan and/or grant hereunder;

(e) Affirmation: Every statement contained in this Agreement, in the Borrower's Application, and in any supplement thereto or amendment thereof, and in any other document submitted or to be submitted to the Government by or on behalf of the Borrower is, or when so submitted will be, correct and complete, and no relevant fact materially affecting the Bonds, the Grant, the Project or the obligations of the Borrower under this Agreement has been or will be omitted therefrom.

6. Indemnification: The Borrower will indemnify the Government and all purchasers of the Bonds from the Government against any loss or liability incurred by reason of any inaccuracy or incompleteness in any representation contained herein. In the event that there shall be any such inaccuracy or incompleteness, the Government shall be entitled (in addition to the above right of indemnification and any other right or remedy) to return any or all of the Bonds to the Borrower and recover the price paid therefor by the Government.

7. Use of Government's name. Without the prior written consent of the Government, the Borrower will not refer to this Agreement or to any purchase by the Government of the Bonds as an inducement for the purchase of any securities (including Bonds repurchased from the Government) of the the Borrower, and will not permit any purchaser from it of any such securities to do so.

8. Sale of Bonds by the Government: The Borrower will take all such steps as the Government may reasonably request to aid in the sale by the Government of any or all of the Bonds. Upon request, the Borrower will furnish to the Government or to any purchaser from the Government of 25 percentum of the Bonds, information for the preparation of a Bond circular in customary form, signed by the proper official of the Borrower, containing such data as the Government or such purchaser may reasonably request concerning the Borrower and the Project.

9. Expenses: The Borrower will pay all costs, charges and expenses incident to compliance with all the duties and obligations of the Borrower under this Agreement, including without

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limiting the generality of the foregoing, the cost of preparing, executing and delivering the Bonds and obtaining all legal opinions requested by Counsel for the Government.

10. Supplemental Documents: The Borrower will furnish to the Government such supplemental documents as Counsel for the Government may request in connection with the Bonds, the Grant, the Project or the obligations of the Borrower under this agreement.

11. Waiver. Any provision of this Agreement may be waived or amended with the consent of the Borrower and the written approval of the Engineering Division, Finance Division, and Counsel for the Government, without the execution of a new or supplemental Agreement, if, in the opinion of Counsel for the Government, which shall be conclusive, such waiver or amendment does not substantially vary the terms of this Agreement. No waiver by the Government of any such provision shall constitute a waiver thereof as applied to any subsequent obligation of the Borrower or the Government under this Agreement.

12. Agreement Not for the Benefit of Third Parties. This agreement is not for the benefit of any person or corporation other than the parties hereto, their respective assigns or the successors of the Borrower, and neither the holders of the Bonds nor any other person or corporation, except the parties hereto, their respective assigns or the successors of the Borrower, shall have any rights or interest in or under this Agreement, except as expressly provided for herein.

13. Interest of Member of Congress. No member of or Delegate to the Congress of the United States of America shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon.

14. Validation. The Borrower hereby covenants that it will institute, prosecute and carry to completion insofar as it may be within the power of the Borrower, any and all acts and things to be performed or done to secure the enactment of legislation or to accomplish such other proceedings, judicial or otherwise, as may be necessary, appropriate or advisable to empower the Borrower to issue the Bonds and to remedy any defects, illegalities and irregularities in the proceedings of the Borrower relative to the issuance of the Bonds and to validate the same after the issuance thereof to the Government, if in the

judgment of Counsel for the Government such action may be deemed necessary, appropriate or advisable. The Borrower further covenants that it will procure and furnish to the Government, as a condition precedent to the Government's obligations hereunder, a letter from the Governor of the State of Texas, in form satisfactory to Counsel for the Government and expressing the covenant and agreement of said Governor to effectuate insofar as it is within his power the covenant of the Borrower as hereinabove in this Paragraph expressed.

15. Miscellaneous. This Agreement shall be binding upon the parties hereto when a copy hereof, duly executed by the Borrower and the Government, shall have been received by the Borrower. This Agreement shall be governed by and be construed in accordance with the laws of the State of Texas. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns and the successors of the Borrower, and shall inure to the benefit of the holders from time to time of any of the Bonds; provided, however, that no rights of the Borrower hereunder shall be assignable except with the prior written consent of the Government. All obligations of the Borrower hereunder shall cease upon payment in full of all the Bonds.

16. Promotion of National Recovery: The Borrower covenants to discharge faithfully and with all possible dispatch the duties and obligations imposed upon it by this Agreement, it being the purpose of this Agreement to enable the Borrower to secure the benefits of the Act, foster employment, promote the public welfare, and thereby assist in the recovery program of the President of the United States.

17. Undue Delay by the Borrower: The Government shall have the right to rescind the allotment for the Project and annul any obligation to make a loan or a grant to the Borrower unless the Borrower shall within a reasonable time:

(a) Sign and return to the Government three counterparts of this Agreement as provided in Paragraph 1 and 2, Part Two, hereof, (for the purposes of this subparagraph 17 (a) a reasonable time shall be deemed to be ten days in the ordinary course of events or such longer period as shall be allowed in the absolute discretion of the Administrator;

(b) Comply with all the provisions of Paragraph 2, Part Two, hereof, including particularly subparagraph (e) relating to the authorization and issuance of the Bonds;

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(c) File requisitions with the Government in accordance with the provisions of Paragraph 3 and 4, Part Two, hereof, and

(d) Commence or cause to be commenced the construction of the Project.

The Administrator shall determine in his absolute discretion what constitutes a reasonable time within the meaning of this Paragraph 17.

18. Construction of Agreement. If any provision of this Agreement shall be invalid in whole or in part, to the extent that it is not invalid, it shall be valid and effective and no such validity shall affect, in whole or in part, the validity and effectiveness of any other provision of this Agreement or the rights or obligations of the parties hereto, provided, in the opinion of Counsel for the Government, the Agreement does not then violate the terms of the Act.

IN WITNESS WHEREOF, the Texas Technological College, and the UNITED STATES OF AMERICA have respectively caused this Agreement to be duly executed as of the day and year first above written.

TEXAS TECHNOLOGICAL COLLEGE

(By) (Signed) Clifford B. Jones

Chairman

College Seal

ATTEST:

W. T. Gaston,

Secretary

UNITED STATES OF AMERICA

By (signed) Harold L. Ickes

Federal Emergency Administrator of
Public Works

Upon motion made by Gen. John A. Hulen and seconded by J. W. Carpenter the following resolution was presented to the Board, to-wit:

"WHEREAS, Texas Technological College has made application to the Federal Emergency Administration of Public Works, as shown by PWA Docket No. 2079, for a Loan and Grant not to exceed \$650,000.00 for the construction of two dormitories at the College, which application has been approved by the Federal Administration of Public Works, as per letter just received from Philip B. Fleming, Executive Officer, for the Administrator:

"THEREFORE, BE IT RESOLVED that the Board of Directors hereby approve, ratify and confirm the conditions set out in said Loan Agreement and agree to the terms and conditions thereof, and authorize in behalf of the Board of Directors of Texas Technological College that said Loan Agreement be executed in behalf of the College by Clifford B. Jones, as Chairman of the Board of Directors, and by W. T. Gaston, as Secretary thereof, under the seal of the College, said Agreement, when so executed, to be a binding obligation of the Texas Technological College, which is a separate corporate entity, as created by the statutes of the State of Texas, as shown by the application on file with the PWA under Docket No. 2079.

"Be it further resolved that Clifford B. Jones, Chairman of the Board of Directors, and W. T. Gaston, Secretary of the Board, be and they are hereby authorized to execute in behalf of the Texas Technological College bonds in denomination of One Thousand Dollars (\$1,000.00) to the extent of not to exceed Six Hundred Fifty Thousand Dollars (\$650,000.00) to the Federal Government of the United States, bearing interest at the rate of four per cent (4%) per annum, interest payable on September 1, 1934, and semi-annually thereafter on the first day of March and September of each year, and principal payable as provided in Section (g), page 1-3, on March first of each year from 1935 to 1964, both inclusive, said bonds to be drawn in accordance with the application of the College as per PWA Docket No. 2079 and Loan Agreement executed in connection with said loan, such bonds, when so executed, to become a binding obligation of Texas Technological College, in accordance with the terms and conditions of said bonds.

"Be it further resolved that the Chairman of the Board of Directors be and he is hereby authorized and empowered to enter into

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any agreement and contract or to take any action that may be necessary in order to carry out any and all provisions of the Loan Agreement that may be necessary or incidental to be carried out and performed by and in behalf of the Board of Directors of Texas Technological College."

The above resolution was read (only one reading being required for the passage of same by the Board of Directors) to the Board of Directors by the Secretary of the Board and after thorough discussion as to the provisions of the Loan Agreement and of the resolution, the resolution was adopted by vote of the Board as follows: Clifford B. Jones, voting aye; Roscoe Wilson voting aye; Gen. John A. Hulen, voting aye; J. W. Carpenter, voting aye; and R. A. Stuart, voting aye. There being no negative votes against the adoption of the resolution, it was declared by the Chairman to have been unanimously adopted.

(signed) Clifford B. Jones
Chairman of the Board of Directors

(signed) W. T. Gaston
Secretary of the Board of Directors

ATTEST:

I, W. T. Gaston, Secretary of the Board of Directors of Texas Technological College, hereby certify that the above and foregoing is a true and correct copy of resolution and minutes of special meeting of the Board of Directors of the Texas Technological College held at 2:30 P.M. at the office of Gen. John A. Hulen, Fort Worth Club Building, Fort Worth, Texas, in accordance with notice of said meeting as contained herein.

(signed) W. T. Gaston
Secretary

Subscribed and sworn to before me, a notary public in and for Tarrant County, Texas, on this the 26th day of February, A. D. 1934.

(signed) Jane Kayler
Notary Public in and for Tarrant
County, Texas.

(seal)

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On motion by Mr. Zimmerman, seconded by Mrs. Haley, a resolution authorizing the execution of loan agreement for \$520,000.00 to be secured by dormitory revenue bonds of Texas Technological College, ratifying and confirming the action of the Board of Directors at a called meeting of said Board held at Fort Worth, Texas, on February 26, 1934, five out of nine Directors being present at said meeting, to-wit:

"WHEREAS, pursuant to the terms of Senate Bill No. 9 of the Second Called Session of the Forty-Third Legislature of Texas, approved February 10, 1934, the Board of Directors of Texas Technological College is authorized to construct and acquire dormitories of said institution, and in payment of the cost thereof, to borrow money, and to evidence such loan by the issuance of the negotiable bonds of said Board, payable only from the revenues to be derived from the operation of said dormitories; and,

"WHEREAS, it is desirable and necessary for the welfare of Texas Technological College to immediately construct on the campus of said College, two dormitories, and the Federal Emergency Administration of Public Works has agreed to loan said College the sum of \$520,000.00 and to accept in evidence thereof the negotiable bonds of the Board of Directors of Texas Technological College, payable and secured in the manner hereinafter set out; and,

"WHEREAS, at the meeting of the Board of Directors of the Texas Technological College held on February 26, 1934, at Fort Worth, Texas, the following loan agreement was submitted to the Board of Directors for consideration, and after carefully reading the same and a full discussion of the terms of said loan agreement having been considered, said loan agreement was authorized by resolution of the Board of Directors, unanimously adopted by all Directors present, to go spread in full upon the minutes of the meeting; and,

"WHEREAS, there were present only five out of nine members of the Board of Directors of Texas Technological College at said meeting:

"NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Directors of Texas Technological College, as follows:

"Section 1. That the action of the Board of Directors regarding Loan Agreement taken at its called meeting held at Fort Worth, Texas, on February 26, 1934, be and the same is hereby ratified, confirmed and approved.

"Section 2. Be it further resolved that said loan agreement, which reads as follows, to-wit:

(See pages _____ for Loan Agreement.)

shall be spread upon the minutes of this meeting in full, and a certified copy of this resolution shall be forwarded to the Federal Emergency Administration of Public Works at Washington, D. C.; and that said agreement shall be and it is hereby ratified and adopted as the act and deed of the Board of Directors of Texas Technological College.

The above resolution was read (only one reading being required for the passage of same by the Board of Directors) to the Board of Directors by the Secretary of the Board, and after thorough discussion as to the provisions of the Loan Agreement, the resolution was unanimously adopted by the following vote: Mrs. Haley, voting aye; John A. Hulén, voting aye; Dennis Zimmerman, voting aye; John W. Carpenter, voting aye; Roscoe Wilson, voting aye; R. A. Stuart, voting aye.

On motion by Senator Stuart, seconded by Mr. Carpenter, a resolution was offered authorizing the issuance of \$520,000.00 Dormitory Revenue Bonds of Texas Technological College; fixing the details, and confirming the sale thereof, and providing for the payment thereof.

Resolution, to-wit:

"WHEREAS, pursuant to the terms of Senate Bill No. 9 of

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the Second Called Session of the Forty-Third Texas Legislature, approved February 16, 1934, the Board of Directors of the Texas Technological College is authorized to construct and acquire dormitories for said institution and in payment of the cost thereof to borrow money and to evidence such loan by the issuance of the negotiable bonds of said Board payable only from the revenues to be derived from the operation of said dormitories; and

"WHEREAS, it is desirable and necessary for the welfare of Texas Technological College to immediately construct on the campus of said College two dormitory buildings, and the Federal Emergency Administration of Public Works has agreed to loan said College the sum of Five Hundred Twenty Thousand Dollars (\$520,000.00) and to accept in evidence thereof the negotiable bonds of the Board of Directors of Texas Technological College payable and secured in the manner hereinafter set out; and,

"WHEREAS, the Board of Directors of said College has heretofore agreed to sell to the Federal Emergency Administration of Public Works its negotiable revenue bonds in the amount of Five Hundred Twenty Thousand Dollars (\$520,000.00) and it is now desired to authorize the issuance of said bonds and to confirm the sale and provide for the payment of such bonds,

"NOW, THEREFORE, Be It and It Is Hereby Resolved by the Board of Directors of the Texas Technological College as follows:

"Section 1. That for the purpose of the construction of two dormitory buildings on the campus of Texas Technological College there be borrowed the sum of Five Hundred Twenty Thousand Dollars, (\$520,000.00) and that in evidence of such loan there be issued the negotiable bonds of the Board of Directors of said College in the aggregate amount of Five Hundred Twenty Thousand Dollars (\$520,000.00).

"Section 2. That said bonds shall be known as "Dormitory Revenue Bonds", shall be in the denomination of One Thousand Dollars (\$1000) each, shall be numbered from 1 to 520, inclusive, shall bear

interest at the rate of four per cent (4%) per annum, payable semi-annually on the first day of March and September in each year while said bonds are outstanding, shall be dated March 1, 1934, and shall mature serially in numerical order as follows:

<u>Numbers</u>	<u>Amount</u>	<u>Maturity Date</u>
1 to 9	\$ 9,000	March 1, 1935
10 to 18	9,000	March 1, 1936
19 to 27	9,000	March 1, 1937
28 to 37	10,000	March 1, 1938
38 to 48	11,000	March 1, 1939
49 to 60	12,000	March 1, 1940
61 to 72	12,000	March 1, 1941
73 to 85	13,000	March 1, 1942
86 to 98	13,000	March 1, 1943
99 to 112	14,000	March 1, 1944
113 to 126	14,000	March 1, 1945
127 to 141	15,000	March 1, 1946
142 to 156	15,000	March 1, 1947
157 to 172	16,000	March 1, 1948
173 to 188	16,000	March 1, 1949
189 to 205	17,000	March 1, 1950
206 to 222	17,000	March 1, 1951
223 to 240	18,000	March 1, 1952
241 to 259	19,000	March 1, 1953
260 to 279	20,000	March 1, 1954
280 to 299	20,000	March 1, 1955
300 to 320	21,000	March 1, 1956
321 to 342	22,000	March 1, 1957
343 to 365	23,000	March 1, 1958
366 to 389	24,000	March 1, 1959
390 to 414	25,000	March 1, 1960
415 to 439	25,000	March 1, 1961
440 to 465	26,000	March 1, 1962
466 to 492	27,000	March 1, 1963
493 to 520	28,000	March 1, 1964

"Section 3. That said bonds shall be payable at First National Bank, in the City of Lubbock, Texas, or at National City Bank, in the Borough of Manhattan, City and State of New York, at the option of the holder, and shall be payable, both principal and interest, in such funds as are on the respective dates of payment of principal or interest legal tender for debts due the United States of America.

"Section 4. That said bonds shall be executed in behalf of the Board of Directors of Texas Technological College by the Chairman

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and Secretary of said Board, and shall have impressed thereon the corporate seal of said Board, provided that the coupons attached to said bonds may be signed with the facsimile signatures of such Chairman and Secretary, which officials shall by the execution of said bonds adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons.

"Section 5. That said bonds shall be registerable as to principal at the option of the holder on the books of the Secretary of the Board of Directors of said College. If any bond is so registered the fact of such registration shall be noted upon the bond by said official, after which no transfer shall be valid unless made on said official's books by the registered holder and similarly noted on the bond. Bonds registered as to principal may be discharged from registration by being transferred to bearer, after which they shall be transferable by delivery, but may be again registered as to principal as before. The registration of bonds as to principal shall not restrain the negotiability of the coupons attached thereto by delivery.

"Section 6. That said bonds may also at the option of the holder be registered as to interest and the coupons surrendered and interest made payable only to the registered holder of the bond. For that purpose the Secretary of the Board of Directors of said College shall detach and cancel the coupons attached to the bond desired to be registered, and shall endorse a statement on the bond that all unpaid coupons issued therewith have been surrendered by the holder and the coupons canceled by him, and that semi-annual interest is thereafter to be paid to the registered holder, or his order, by draft, check or warrant drawn payable at the place of payment specified in the bond. Bonds once registered as to interest under this section may not thereafter be reconverted into coupon bonds, but shall remain registered bonds.

"Section 7. That said bonds and coupons shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS TECHNOLOGICAL COLLEGE

DORMITORY REVENUE BOND

No. _____

\$1,000.00

FOR VALUE RECEIVED, the Board of Directors of Texas Technological College, located at Lubbock, Texas, hereby acknowledges itself indebted to and promises to pay to bearer, or if this bond be registered as to principal to the registered holder hereof, as hereinafter stated, the sum of One Thousand Dollars (\$1,000) on the First day of March, 19 __, and to pay interest thereon from the date hereof at the rate of four per cent (4%) per annum, payable September 1, 1934 and semi-annually thereafter on March 1 and September 1 in each year until the principal sum hereof shall have been paid, upon the presentation and surrender of the coupons hereto attached as they severally become due. Both principal hereof and interest hereon are payable at First National Bank in the City of Lubbock, Texas, or at the option of the holder at National City Bank, in the Borough of Manhattan, City and State of New York, in such funds as are on the respective dates of payment of such principal or interest legal tender for debts due the United States of America.

This bond is one of an authorized issue of Five Hundred Twenty Thousand Dollars (\$520,000) and is issued for the purpose of the construction of dormitory buildings on the campus of Texas Technological College, and together with the issue of which it forms a part is payable solely from the "Bond Fund" of said College created for that purpose from the revenues to be derived from the operation of said dormitories, all as provided by the constitution and laws of the State of Texas, and particularly Senate Bill No. 9 of the Acts of the Second Called Session of the Forty-Third Texas Legislature, approved February 16, 1934, and as provided in that certain resolution of the Board of Directors of said College adopted on the 28th day of March, 1934.

This bond, both principal and interest, is payable solely from the revenues to be derived from the operation of said dormitories, as hereinabove described, and the holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. It is hereby declared

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and represented that in issuing this bond and the series of which it is a part the Board of Directors of said College has covenanted and agreed to operate and maintain said dormitories and to charge and collect for the use thereof charges fully sufficient to pay all operating and other expenses incident to the maintenance of said dormitories, and to pay principal of and interest on said series of bonds as each matures, and to that end to adopt appropriate rules and regulations to require and enforce residence in said dormitories so as to insure as nearly as possible one hundred per cent (100%) occupancy.

It is hereby certified and recited that all acts, conditions and things required to be or to be done precedent to the issuance of this bond and the series of which it forms a part, have been properly done and performed and have happened in regular and due time, form and manner as required by law, and that the above described revenues have been irrevocably pledged to the payment of principal hereof and interest hereon.

IN TESTIMONY WHEREOF, the Board of Directors of Texas Technological College has caused its corporate seal to be impressed hereon and this bond to be signed by its Chairman and attested by its Secretary, and the interest coupons hereto annexed to be executed by the lithographed facsimile signatures of said Chairman and Secretary, which officials by the execution hereof do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the First day of March, 1934.

(signed) Clifford B. Jones
Chairman

Attest:

Secretary.

(Form of Coupon)

No. _____

\$20.00

On the First day of _____, 19 __, the Board of Directors

of Texas Technological College hereby promises to pay to the bearer out of the funds specified in the bond to which this coupon is attached the sum of Twenty Dollars (\$20.00) at _____, in the City of Lubbock, Texas, or at _____, in the Borough of Manhattan, City and State of New York, at the option of the holder, in such funds as are on said date legal tender for debts due the United States of America, for interest due that day on its Dormitory Revenue Bond dated March 1, 1934, No. _____.

(Signed) Clifford B. Jones
Chairman

Attest:

Secretary.

(Form of Registration)

Name of Registered Holder	Date of Registration	Signature of
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

"Section 8. That subject only to the payment of reasonable costs for operation and maintenance of the two dormitories to be constructed with the proceeds of the sale of said bonds, the gross revenues to be derived from the operation of said dormitories are hereby irrevocably pledged to the payment of principal and interest on the bonds herein authorized. None of the bonds herein authorized shall be entitled to priority one over the other in the application of the revenues above pledged to the payment of principal and interest regardless of the fact that some of said bonds may be delivered prior to the delivery of other bonds of the issue. So long as any of the bonds herein authorized remain outstanding, it is agreed that the Board of Directors of Texas Technological College will not issue any additional bonds payable from the revenues of the operation of the two dormitories to be constructed with the proceeds of the bonds herein authorized, unless the

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lien of such additional bonds on the revenues of said dormitories is made junior and subordinate in all respects to the lien of the bonds herein authorized, and that in no event while any of the bonds herein authorized are outstanding will the Board of Directors mortgage or otherwise encumber said dormitories or any part thereof, or otherwise dispose of said dormitories or any substantial part thereof.

"Section 9. That the gross revenues to be received from the operation of said two dormitories shall be set aside monthly into two separate and special funds, the first of which shall be known as the "Operation and Maintenance Fund", which fund shall be at all times sufficient for the reasonable cost of maintaining, repairing, insuring and operating said dormitories, and the second of which shall be known as the "Bond Fund", into which there shall be placed all the gross revenues received in any month after the above required payment has been made into the Operation and Maintenance Fund.

"Section 10. That commencing with the first month after said dormitories are placed in operation, the amount of revenues to be paid into the Bond Fund pursuant to the requirement of the last above section shall equal not less than 11/60ths of the next maturing installment of interest, and not less than 11/120ths of the next maturing installment of principal. In the event that the gross revenues in any month after making the required payment into the Operation and Maintenance Fund shall be insufficient to make the aforesaid payments in full into the Bond Fund, any such deficiency shall be paid into the Bond Fund from the first gross revenues thereafter received and applicable to that purpose. Payments into the Operation and Maintenance Fund and Bond Fund shall be made on the last day of each month.

"The payments into the Bond Fund above required shall not be diminished by reason of sums paid into the Bond Fund from any other source or sources, it being the intent thereof that payments into said fund from other sources and the surplus amounts placed in the Bond Fund by reason of the excess of the above required payments over actual principal and interest requirements shall be held in said Bond Fund as a reserve for contingencies. So long as any of the bonds herein authorized are outstanding the money in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on said bonds, provided, however, that when there is in the Bond Fund an amount fully sufficient to pay all interest on and principal of any outstanding bonds issued hereunder to become due thereafter, no further sums need be paid into said Bond Fund.

"The Bond Fund shall be kept on deposit in a solvent bank and shall be secured by valid pledge of direct obligations of the United States Government having an aggregate market value, exclusive of accrued interest, at all times equal to the sum on deposit, or shall be invested in such direct obligations of the United States Government, provided, however, that should any part of the Bond Fund be so invested suitable provisions shall be made for the sale of such obligations if it shall prove necessary to use the funds so invested for the purposes for which the Bond Fund was created.

"Section 11. That it is hereby covenanted and agreed by the Board of Directors that, notwithstanding other facilities which may at any time be available for the housing of students at Texas Technological College, said Board will require a sufficient number of students to occupy the two dormitories to be constructed with the proceeds of the bonds herein authorized so that said dormitories shall from and after the date of completion be at all times during the regular and summer scholastic terms occupied as nearly as possible to one hundred per cent of their capacity. It is further covenanted and agreed that the rates to be charged for the use of and services furnished by said dormitories shall be so fixed and revised from time to time that the proceeds thereof will be fully sufficient to pay the cost of the operation and maintenance of said dormitories, and to provide the amounts hereinabove required to be paid into the Bond Fund. The Board of Directors further covenants and agrees that it will at all times exert its best efforts to the prompt collection and proper application of said revenues.

"Section 12. That the sale of the bonds herein authorized to the Federal Emergency Administration of Public Works is hereby in all things ratified and confirmed, and that said bonds shall be prepared and executed as soon as may be after the adoption of this resolution, and shall be thereupon delivered to the purchaser thereof upon payment therefor at par and accrued interest in accordance with the terms of sale.

"Section 13. That all resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and that this resolution shall become effective immediately after its adoption.

Adopted and approved this 28th day of March, 1934.

Attest:

Secretary

(Signed) Clifford B. Jones
Chairman

March 28, 1934

On motion by Senator Stuart, seconded by General Hulen, the following resolution was unanimously adopted; to-wit:

"WHEREAS, the Board of Directors find that an emergency exists relative to a scarcity of skilled mechanics in this immediate territory, and the great desire on the part of the Board to get these buildings occupied by October 1, and that it is necessary to do so in order to have money to pay the interest during this year and to prevent the loss of revenue from them for an entire year's time, and that an emergency exists that makes it imperative to extend the working hours to forty hours per week instead of thirty hours, that we respectfully request and urge the Federal Emergency Administration of Public Works to grant the privilege of working that length of time on the two dormitory projects, P.W.A. Docket No. 2079 at the Texas Technological College in order to complete these buildings within the specified time, which is October 1, 1934."

On motion by Mr. Carpenter, seconded by Mr. Zimmerman, it was agreed and unanimously carried that we would use casement, heavy section, steel windows as manufactured by the Detroit Steel Products Company in lieu of double hung steel windows as originally specified, for which there would be a credit of \$1,000. The figures for said change having been checked by Architect Hedrick and approved as being fair and reasonable.

On motion by Mr. Carpenter, seconded by Mr. Stuart, it was agreed and unanimously carried that a substitution of aluminum shower partitions in lieu of steel shower partitions should be made, wherein \$1,000.00 additional is to be paid to the W. S. Bellows Construction Company.

On motion by General Hulen, seconded by Mrs. Haley, the Board approved the change in sewer line of boys dormitory, provided the change did not cost anything extra, as suggested by the architect.

On suggestion by Mr. Carpenter the Building Committee accepted instructions from the Board to discuss with the various contractors

the question of paying interest to the contractors at the rate of six per cent for the period of time dating from the due date of their first payment to such time as money was made available, with the understanding that the College was not to accept responsibility for making such payments unless unavoidable.

On motion by Mr. Stuart, seconded by Mr. Carpenter, the matter of the advisability of exchanging the terrazzo floors in corridors and the plain cement floors in the rooms for the colored pea gravel aggregate floors throughout the dormitories, except where wood floors are to be used, was referred to Mr. Hedrick, the Architect, and the Building Committee for final disposition in this regard.

The next matter up for consideration was the question of selecting the brick to be used in the two dormitories now under construction, and after an inspection of samples of brick offered by the Acme Brick Company of Perla, Arkansas, and Elgin, Texas, the Elgin-Butler Brick Company of Elgin and Austin, Texas, and the Reliance Brick Company of Texas.

The question of the brick selection was thoroughly discussed, after which a motion was made by Mr. Carpenter that the Board select and buy Texas brick to be used in the construction of the two dormitories at the college. This motion died for want of a second. Senator Stuart next made a motion, which was seconded by Mrs. Haley, that the Board use the same brick in the construction of the dormitories as was used in other buildings on the campus. Senator Stuart voted aye, Mrs. Haley voted aye, Mr. Carpenter voted no; General Hulen and Mr. Dennis Zimmerman not voting. The motion carried by vote of two to one. Mr. John W. Carpenter requested that his opposition to the motion be spread on the minutes in the following manner: That he strongly opposed the purchase of the Arkansas brick when Texas brick were available, and also stated that he strongly opposed the purchase or use of any materials or equipment except Texas materials and equipment if it was possible to secure them.

On motion by Senator Stuart, seconded by Mr. Zimmerman, the Board authorized the College to proceed with the paving project, which carried an appropriation of \$8,000.00 and if a saving could be made by having C.W.A. labor, the college was authorized to purchase equipment for a wool scouring plant.

March 28, 1934

On motion by General Hulen, seconded by Senator Stuart, the Board approved the recommendation of the President that the following amounts be appropriated: \$250.00 for the Department of Architecture and Allied Arts, \$400.00 to the Textile Department, \$1,500.00 for support and maintenance (general).

On motion by Senator Stuart, seconded by Mrs. Haley, the summer school budget as presented by President Knapp, was approved with the following amendments: Mr. Stangel was placed on both terms of the summer school, \$200.00 for Biology equipment.

Mr. Hedrick, the Architect, made a suggestion that the Board approve and appropriate approximately \$400.00 for corner stones or bronze plaques for the two dormitories and that the other corner stones on the campus be gold leafed and high lighted in order that they would be seen, and that names to be placed on the corner stones be provided at the proper time. This was carried by motion by Senator Stuart and seconded by Mr. Carpenter.

Mr. Hedrick requested permission to be permitted to charge for blueprints and specifications covering furniture and equipment. No official action was taken in this regard.

On motion by Senator Stuart, seconded by Mrs. Haley, it was agreed by the Board that only one dresser per room be purchased.

On motion by Mr. Carpenter, seconded by Mrs. Haley, the committee whose duty it is to buy furniture and equipment for the two new dormitories be instructed to very diligently get in touch with firms in Texas who are prepared to supply furniture and put forth best efforts to buy furniture in Texas, if price and quality are equal, before going elsewhere.

Vice-Chairman, Mr. Wilson, presented to the Board the question of the sale of two shares of Lubbock National Bank stock,

Fort Worth, Texas
April 20, 1934

The Board of Directors of the Texas Technological College met in called session at the office of General John A. Hulen, a member of the Board, in the Fort Worth Club Building, Fort Worth, Texas, at ten o'clock A. M., Friday, April 20, A. D., 1934.

A check of the roll showed the following members present:

- Clifford B. Jones, Chairman,
- Roscoe Wilson, Vice-Chairman,
- General John A. Hulen,
- John W. Carpenter,
- R. A. Stuart,
- Mrs. John A. Haley, and
- Dennis, Zimmerman,

constituting a quorum of said Board, and W. T. Gaston, secretary of the Board, also was present.

It was moved by Gen. Hulen and seconded by Mrs. Haley, and unanimously carried, that a copy of the notice calling the meeting be spread upon the minutes, together with date mailed; and that Mrs. Emma Meharg, who was seriously ill, be excused from the meeting and that the waiver and acceptance of notice signed by her be copied in the minutes of the meeting; and that Joe T. Sneed, the other member of the Board, be excused, for the reason that we out of the State, and that copy of notice sent him be spread upon the minutes of the meeting.

Following a true and correct copy of the notice of the board meeting mailed on April 18, A.D., 1934, to each of the members of said Board of Directors:

"Lubbock, Texas,
April 18, 1934.

"To the Directors of Texas Technological College:*

BOARD MINUTES
APRIL 20, 1934

Secretary,

"Notice is hereby given that a special meeting of the Board of Directors has been called by Honorable Clifford B. Jones, Chairman of the Board, to be held at the office of General John A. Hulen in Fort Worth, at 10:00 o'clock A.M., April 20, 1934, for the purpose of the consideration and passage of a resolution authorizing the issuance of \$520,000.00 Dormitory Revenue Bonds of the Texas Technological College, fixing the details, confirming the sale thereof, and providing for the payment thereof.

"As the P.W.A. officials require the action of the full Board, it is imperative that all members be present for the above meeting. If you cannot be present please sign the waiver on the bottom of this notice and mail to me immediately, care of General John A. Hulen, Fort Worth, Texas.

"Very cordially yours,

(signed) W.T. Gaston
W. T. Gaston, Secretary

"I, the undersigned, one of the Directors of the Texas Technological College, hereby acknowledge receipt of the above notice, and agree that said special meeting of the Board of Directors may be held at the office of General John A. Hulen in Fort Worth, Texas, at 10:00 o'clock A. M., April 20, 1934 for the purposes set out in said notice, and also for the transaction of such other business as may come before the Board at said meeting.

"(signed) Mrs. Emma G. Meharg"

Clifford B. Jones, who presided at the meeting, stated that the purpose thereof was to authorize the issuance of \$520,000 dormitory revenue bonds of Texas Technological College, and to fix the details, confirm the sale and provide for payment thereof, and authorize the execution of bonds in said amount, as provided in notice to the members of the Board of Directors.

Upon motion by Mr. John W. Carpenter, seconded by Mrs. John A. Haley, and unanimously carried by the following vote, to-wit:

John W. Carpenter voting "Aye",
Gen. John A. Hulen voting "Aye",
Roscoe Wilson voting "Aye",
Mrs. John A. Haley voting "Aye",
Mr. Dennis Zimmerman voting "Aye",
Mr. Clifford B. Jones voting "Aye",
Mr. R. A. Stuart voting "Aye"

April 20, 1934

The following resolution was unanimously adopted, after having been read and discussed in its entirety, and was unanimously ratified, passed and approved as follows, to-wit:

"WHEREAS, pursuant to the terms of Senate Bill No. 9 of the Second Called Session of the Forty-Third Texas Legislature, approved February 16, 1934, the Board of Directors of Texas Technological College is authorized to construct and acquire dormitories for the institution and in payment of the cost thereof to borrow money and to evidence such loan by the issuance of the negotiable bonds of said Board payable only from the revenues to be derived from the operation of said dormitories; and,

"WHEREAS, it is desirable and necessary for the welfare of Texas Technological College to immediately construct on the campus of said College two dormitory buildings, and the Federal Emergency Administration of Public Works has agreed to loan said College the sum of Five Hundred Twenty Thousand Dollars (\$520,000.00) and to accept in evidence thereof the negotiable bonds of the Board of Directors of Texas Technological College payable and secured in the manner hereinafter set out; and,

"WHEREAS, the Board of Directors of said College has heretofore agreed to sell to the Federal Emergency Administration of Public Works its negotiable revenue bonds in the amount of Five Hundred Twenty Thousand Dollars (\$520,000.00) and it is now desired to authorize the issuance of said bonds and to confirm the sale and provide for the payment of such bonds,

"NOW, THEREFORE, Be It and It is Hereby Resolved by the Board of Directors of Texas Technological College as follows:

"Section 1. That for the purpose of the construction of two dormitory buildings on the campus of Texas Technological College there be borrowed the sum of Five Hundred Twenty Thousand Dollars (\$520,000.00) and that in evidence of such loan there be issued the negotiable bonds of the Board of Directors of said College in the aggregate amount of Five Hundred Twenty Thousand Dollars (\$520,000.00).

"Section 2. That said bonds shall be known as "Dormitory Revenue Bonds," shall be in the denomination of One Thousand Dollars (\$1,000.00), each, shall be numbered from 1 to 520, inclusive, shall bear interest at the rate of four per cent (4%) per annum, payable semi-annually on the first day of March and September in each year while said bonds are outstanding, shall be dated March 1, 1934, and shall mature serially in numerical order as follows:

<u>NUMBERS</u>	<u>AMOUNT</u>	<u>MATURITY DATE</u>
1 to 9	\$ 9,000.00	March 1, 1935
10 to 18	9,000.00	March 1, 1936
19 to 27	9,000.00	March 1, 1937
28 to 37	10,000.00	March 1, 1938
38 to 48	11,000.00	March 1, 1939
49 to 60	12,000.00	March 1, 1940
61 to 72	12,000.00	March 1, 1941
73 to 85	13,000.00	March 1, 1942
86 to 98	13,000.00	March 1, 1943
99 to 112	14,000.00	March 1, 1944
113 to 126	14,000.00	March 1, 1945
127 to 141	15,000.00	March 1, 1946
142 to 156	15,000.00	March 1, 1947
157 to 172	16,000.00	March 1, 1948
173 to 188	16,000.00	March 1, 1949
189 to 205	17,000.00	March 1, 1950
206 to 222	17,000.00	March 1, 1951
223 to 240	18,000.00	March 1, 1952
241 to 259	19,000.00	March 1, 1953
260 to 279	20,000.00	March 1, 1954
280 to 299	20,000.00	March 1, 1955
300 to 320	21,000.00	March 1, 1956
321 to 342	22,000.00	March 1, 1957
343 to 365	23,000.00	March 1, 1958
366 to 389	24,000.00	March 1, 1959
390 to 414	25,000.00	March 1, 1960
415 to 439	25,000.00	March 1, 1961
440 to 465	26,000.00	March 1, 1962
466 to 492	27,000.00	March 1, 1963
493 to 520	28,000.00	March 1, 1964

"Section 3. That said bonds shall be payable at First National Bank, in the City of Lubbock, Texas, or at National City Bank in the Borough of Manhattan, City and State of New York, at the option of the holder, and shall be payable, both principal and interest, on such funds as are on the respective dates of payment of principal or interest legal tender for debts due the United States of America.

"Section 4. That said bonds shall be executed in behalf of the Board of Directors of Texas Technological College by the Chairman and Secretary of said Board, and shall have impressed thereon the corporate seal of said Board, provided that the coupons attached to said bonds may be signed with the facsimile signatures of such Chairman and Secretary, which officials shall by the execution of said bonds adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons.

"Section 5. That said bonds shall be registerable as to principal at the option of the holder on the books of the Secretary of the Board of Directors of said College. If any bond is so registered

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the fact of such registration shall be noted upon the bond by said official, after which no transfer shall be valid unless made on said official's books by the registered holder and similarly noted on the bond. Bonds registered as to principal may be discharged from registration by being transferred to bearer, after which they shall be transferable by delivery, but may be again registered as to principal as before. The registration of bonds as to principal shall not restrain the negotiability of the coupons attached thereto by delivery.

"Section 6. That said bonds may also at the option of the holder be registered as to interest and the coupons surrendered and interest made payable only to the registered holder of the bond. For that purpose the Secretary of the Board of Directors of said College shall detach and cancel the coupons attached to the bond desired to be registered, and shall endorse a statement on the bond that all unpaid coupons issued therewith have been surrendered by the holder and the coupons cancelled by him, and that semi-annual interest is thereafter to be paid to the registered holder, or his order, by draft, check, or warrant drawn payable at the place of payment specified in the bond. Bonds once registered as to interest under this section may not thereafter be reconverted into coupon bonds, but shall remain registered bonds.

"Section 7. That said bonds and coupons shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF TEXAS

TEXAS TECHNOLOGICAL COLLEGE

DORMITORY REVENUE BOND

No. _____ \$1,000.00

FOR VALUE RECEIVED, the Board of Directors of Texas Technological College, located at Lubbock, Texas, hereby acknowledges itself indebted to and promises to pay to bearer, or if this bond be registered as to principal to the registered holder hereof, as hereinafter stated, the sum of One Thousand Dollars (\$1,000.00) on the First day of March, 19__, and to pay interest thereon from the date hereof at the rate of four per cent (4%) per annum, payable September 1, 1934, and semi-annually thereafter on March 1 and September 1

in each year until the principal sum hereof shall have been paid, upon the presentation and surrender of the coupons hereto attached as they severally become due. Both principal hereof and interest hereon are payable at First National Bank in the City of Lubbock, Texas, or at the option of the holder at National City Bank, in the Borough of Manhattan, City and State of New York, in such funds as are on the respective dates of payment of such principal or interest legal tender for debts due the United States of America.

This bond is one of an authorized issue of Five Hundred Twenty Thousand Dollars (\$520,000.00) and is issued for the purpose of the construction of dormitory buildings on the campus of Texas Technological College, and together with the issue of which it forms a part is payable solely from the "Bond Fund" of said College created for that purpose from the revenues to be derived from the operation of said dormitories, all as provided by the constitution and laws of the State of Texas, and particularly Senate Bill No.9 of the Acts of the Second Called Session of the Forty-Third Texas Legislature, approved February 16, 1934, and as provided in that certain resolution of the Board of Directors of said College adopted on the 28th of March, 1934.

This bond, both principal and interest, is payable solely from the revenues to be derived from the operation of said dormitories, as hereinabove described, and the holder hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation. It is hereby declared and represented that in issuing this bond and the series of which it is a part the Board of Directors of said College has covenanted and agreed to operate and maintain said dormitories and to charge and collect for the use thereof charges fully sufficient to pay all operating and other expenses incident to the maintenance of said dormitories, and to pay principal of and interest on said series of bonds as each matures, and to that end to adopt appropriate rules and regulations to require and enforce residence in said dormitories so as to insure as nearly as possible one hundred per cent ((100%) occupancy.

It is hereby certified and recited that all acts, conditions and things required to be or to be done precedent to the issuance of this bond and the series of which it forms a part, have been properly done and performed and have happened in regular and due time, form and manner as required by law, and that the above described revenues have been irrevocably pledged to the payment of principal hereof and interest hereon.

IN TESTIMONY WHEREOF, the Board of Directors of Texas Technological College has caused its corporate seal to be impressed hereon and this bond to be signed by its Chairman and attested by its Secretary, and the interest coupons hereto annexed to be executed by the lithographed facsimile signatures of said Chairman and Secretary, which officials by

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the execution hereof do adopt as and for their own proper signatures their respective facsimile signatures appearing on said coupons, all as of the First day of March, 1934.

s/ Clifford B. Jones
Chairman

Attest:

Secretary

(Form of Coupon)

No. _____ \$ 20.00

On the First day of _____, 19____, the Board of Directors of Texas Technological College hereby promises to pay to the bearer out of the funds specified in the bond to which this coupon is attached the sum of Twenty Dollars (\$20.00) at _____ in the City of Lubbock, Texas, or at _____ in the Borough of Manhattan, City and State of New York, at the option of the holder, in such funds as are on said date legal tender for debts due the United States of America, for interest due that day on its Dormitory Revenue Bonds dated March 1, 1934, No. _____.

s/ Clifford B. Jones,
Chairman

Attest:

Secretary

(Form of Registration)

_____		Signature of _____
_____	_____	Signature of _____
Name of Registered Holder	Date of Registration	
_____	_____	
_____	_____	
_____	_____	

"Section 8. That subject only to the payment of reasonable costs for operation and maintenance of the two dormitories to be constructed with the proceeds of the sale of said bonds, the gross revenues to be derived from the operation of said dormitories are hereby irrevocably pledged to the payment of principal of and interest on the bonds herein authorized. None of the bonds herein authorized shall be entitled to priority one over the other in the application of the revenues above pledged to the payment of principal and interest regardless of the fact that some of said bonds may be delivered prior to the delivery of other bonds of the issue. So long as any of the bonds herein authorized remain outstanding, it is agreed that the Board of Directors of Texas Technological College will not issue any additional bonds payable from the revenues of the operation of the two dormitories to be constructed with the proceeds of the bonds herein authorized, unless the lien of such additional bonds on the revenues of said dormitories is made junior and subordinate in all respects to the lien of the bonds herein authorized, and that in no event while any of the bonds herein authorized are outstanding will the Board of Directors mortgage or otherwise encumber said dormitories or any part thereof, or otherwise dispose of said dormitories or any substantial part thereof.

"Section 9. That the gross revenues to be received from the operation of said two dormitories shall be set aside monthly into two separate and special funds, the first of which shall be known as the "Operation and Maintenance Fund", which fund shall be at all times sufficient for the reasonable cost of maintaining repairing, insuring and operating said dormitories, and the second of which shall be known as the "Bond Fund", which there shall be placed all the gross revenues received in any month after the above required payment has been made into the Operation and Maintenance Fund.

"Section 10. That commencing with the first month after said dormitories are placed in operation, the amount of revenues to be paid into the Bond Fund pursuant to the requirement of the last above section shall equal not less than 11/60ths of the next maturing installment of interest, and not less than 11-120ths of the next maturing installment of principal. In the event that the gross revenues in any month after making the required payment into the Operating and Maintenance Fund shall be insufficient to make the aforesaid payments in full into

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the Bond Fund, any such deficiency shall be paid into the Bond Fund from the first gross revenues thereafter received and applicable to that purpose. Payments into the Operation and Maintenance Fund and Bond Fund shall be made on the last day of each month.

"The payments into the Bond Fund above required shall not be diminished by reason of sums paid into the Bond Fund from any other source or sources, it being the intent hereof that payments into said fund from other sources and the surplus amounts placed in the Bond Fund by reason of the excess of the above required payments over actual principal and interest requirements shall be held in said Bond Fund as a reserve for contingencies. So long as any of the bonds herein authorized are outstanding the money in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on said bonds, provided, however, that when there is in the Bond Fund an amount fully sufficient to pay all interest on and principal of any outstanding bonds issued hereunder to become due thereafter, no further sums need be paid into said Bond Fund.

"The Bond Fund shall be kept on deposit in a solvent bank and shall be secured by a valid pledge of direct obligations of the United States Government having an aggregate market value, exclusive of accrued interest, at all times equal to the sum on deposit, or shall be invested in such direct obligations of the United States Government, provided, however, that should any part of the Bond Fund be so invested suitable provisions shall be made for the sale of such obligations if it shall prove necessary to use the funds so invested for the purposes for which the Bond Fund was created.

"Section 11. That it is hereby covenanted and agreed by the Board of Directors that, notwithstanding other facilities which may at any time be available for the housing of students at Texas Technological College, said Board will require a sufficient number of students to occupy the two dormitories to be constructed with the proceeds of the bonds herein authorized so that said dormitories shall from and after the date of completion be at all times during the regular and summer scholastic terms occupied as nearly as possible to one hundred per cent of their capacity. It is further covenanted and agreed that the rates to be charged for the use of and services

furnished by said dormitories shall be so fixed and revised from time to time that the proceeds thereof will be fully sufficient to pay the cost of the operation and maintenance of said dormitories, and to provide the amounts hereinabove required to be paid into the said dormitories, and to provide the amounts hereinabove required to be paid into the said dormitories, and to provide the amounts hereinabove required to be paid into the said Fund. The Board of Directors further covenants and agrees that it will at all times exert its best efforts to the prompt collection and proper application of said revenues.

"Section 12. That it is hereby covenanted and agreed by the Board of Directors that it will maintain on said said dormitory buildings for the benefit of the holder or holders of the bonds herein authorized insurance of a kind (including occupancy insurance) and in the amounts usually carried on similar buildings, and that said Board of Directors shall maintain said dormitories in good condition and operate said dormitories in an efficient manner and at reasonable cost, the cost of such insurance, maintenance and operation to be payable solely out of the revenue derived from the operation of said dormitories.

"Section 13. It is further covenanted and agreed by the Board of Directors that it will keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entires shall be made of all transactions relating to the operation and maintenance of said dormitories, and that so long as the United States Government holds any of said bonds there will be furnished to the government and will be furnished to any holder of any of the bonds, at the written request of such holder, not more than thirty days after the close of each six months' fiscal period, complete operating and income statements of the said dormitories in reasonable detail covering such fiscal year, certified by independent auditors.

"Section 14. That the sale of the bonds herein authorized to the Federal Emergency Administration of Public Works is hereby in all things ratified and confirmed," and that said bonds shall be prepared and executed as soon as may be after the adoption of this resolution, and shall be thereupon delivered to the purchaser thereof upon payment thereof at par and accrued interest in accordance with the terms of sale.

"Section 15. That all resolutions or parts thereof in conflict herewith be and the same are hereby repealed,

April 20, 1934

and that this resolution shall become effective immediately after its adoption.

Adopted and approved this 20th day of April, A.D., 1934.

s/ Clifford B. Jones
Chairman

Attest:

Secretary

On motion by Mr. Wilson, seconded by Mr. Carpenter, a resolution was unanimously passed requesting the Federal Government to grant an advance payment of money sufficient in amount to cover estimates payable on April 1 and May 1, 1934, on Texas Technological College dormitories now under construction, including amount due Architect Hedrick at this time.

On motion by Mr. Stuart, seconded by Mr. Wilson, Mr. Clifford B. Jones, Chairman of the Board of Directors of Texas Technological College, was authorized to approve any other estimates and request the Government to allow other advances of funds until such time as the Public Works Administration funds can be made available.

On motion by Mr. Stuart, and seconded by Mrs. Haley, the Board instructed the Business Manager to see that the Architect's fee was included in the advance covered in the resolutions above stated.

On motion by Mr. Stuart, seconded by Mr. Wilson, the Board passed an order requesting the P.W.A. engineer to approve the use of a polished, pea-aggregate concrete floor for certain rooms in the two dormitories, instead of the common cement floors as was originally specified.

On motion by Mr. Wilson, seconded by Mrs. Haley, the Board passed another resolution requesting the P.W.A. engineer to approve the use of gyp tile in certain halls and partitions in the two dormitories instead of clay tile as originally specified, subject to the approval of the Architect, the exchange of material to be used wherever advisable.

On motion by Senator Stuart, seconded by Mrs. Haley, the Board approved a request of Mr. Hedrick, architect, to make a charge of five dollars (\$5.00) for each set of plans and specifications and bidders plans for all bidders who care to participate in the bidding on furniture and equipment for the two dormitories, bids to be opened by the Building Committee on May 15, in the office of General John A. Hulen at Fort Worth.

On motion by Mr. Wilson, seconded by Mr. Zimmermann, the Building Committee was authorized to accept, open and investigate all bids for furniture and equipment for dormitories on May 15, subject to final approval of the P.W.A. officials.

The Board authorized Mr. Wyatt C. Hedrick, Architect, to take certified copies of the minutes of the meeting of April 20, to Washington, D. C., and to represent the Texas Technological College and the Board of Directors in any matter affecting the issuance of \$520,000.00 revenue bonds for said college. He was further authorized to do any and all things, and take such action as would expedite the preparations and issuance and final approval and execution of said bonds as provided for under P.W.A. Docket No. 2079.

There being no further business in this connection, on motion made by Mr. Dennis Zimmermann, seconded by Mr. R.A. Stuart, the meeting adjourned.

s/ Clifford B. Jones, Chairman
Board of Directors, Texas Technological
College.

s/ W. T. Gaston
Secretary, Board of Directors, Texas
Technological College.

April 20, 1934

(seal)

I, W. T. Gaston, Secretary of the Board of Directors of Texas Technological College, hereby certify that the above and foregoing is a true and correct copy of the resolution and minutes of special meeting of the Board of Directors of Texas Technological College, held at 10:00 o'clock A.M., April 20, 1934, at the office of General John A. Hulen in Fort Worth Club Building, Fort Worth, Texas, in accordance with notice of said meeting as contained in said minutes.

s/ W. T. Gaston
Secretary of Board of
Directors.

Subscribed to and sworn to before me, a notary public in and for Tarrant County, Texas, on this the 20th day of April, 1934.

Notary Public in and for
Tarrant County, Texas.

s/ Clifford B. Jones
Chairman

Secretary

(cont.)

The Board of Directors of the State Board of Control, in its meeting held at 10:00 o'clock A.M. on June 4, 1934, in the office of General James H. ...

... of the State Board of Control, in its meeting held at 10:00 o'clock A.M. on June 4, 1934, in the office of General James H. ...

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BOARD MINUTES

JUNE 4, 1934

The Board of Directors of the State Board of Control, in its meeting held at 10:00 o'clock A.M. on June 4, 1934, in the office of General James H. ...

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Lubbock, Texas
June 4, 1934

The Board of Directors of Texas Technological College met in regular session at the office of the President of the College, Lubbock, Texas, on June 4, 1934, at 10 o'clock A. M. The following members were in attendance: Chairman Clifford B. Jones, Vice-Chairman Roscoe Wilson, Senator R. A. Stuart, Mrs. John A. Haley, Mr. Dennis Zimmerman, and Secretary W. T. Gaston. Members absent were: Mr. John W. Carpenter, Mr. J.T. Sneed, Jr., and Mrs. Emma G. Meharg.

The Board approved the minutes of the previous meeting of April 20, 1934.

President Knapp reviewed the work of the years 1932-33 and 1933-34, tracing the changes in enrollment figures in the various divisions of the College, emphasizing the fact that 68.9% of the students are now pursuing technical courses. He also stated that statistics show that those taking technical courses stick better than those who take the liberal arts course. A complete copy of the reports of the years 1932-33 and 1933-34 were placed on file with the Board.

President Knapp presented and discussed a definite statement of recommendations for a budget for the biennial period 1935-37 required to be filed with the State Board of Control under the laws of the State. The following items of the recommendations were placed definitely before the Board:

First, we ask authority to request a restoration of the salary scale in force during the biennial period 1931-33.

Second, in making these restorations, I would ask authority to arbitrarily change some salaries to bring them into proper line with the importance of the subject. For example, the salary of the Head of the Department of Dairy Manufactures is below the rank of Heads of Departments. His old salary was \$3,000 and his present salary is \$2,000. His present salary

ought to be \$2,700, but we have no way of putting him at that figure. In the new budget, I request authority to place him at \$3,600 or \$3,750.

The Head of the Department of Plant Industry used to receive a salary of \$3,000 and now receives a salary of \$2,000. This salary ought to be placed at either \$3,600 or \$3,750.

The Head of the Department of Textile Engineering used to receive a very large salary. I do not want to place that salary higher than \$3,750 for the nine months.

In the Department of Economics and Business Administration, the Head of the Department has never received a salary proportionate to the importance of the work. The old salary was \$3,000 and the present salary is \$2,200. I suggest that the new salary be put at \$3,750. It is one of the most important departments and important subjects in the whole college.

In Physical Education for Women, I should like to put one salary as high as \$2,500.

In the Department of Speech, one salary ought to be placed as high as \$3,000.

In setting up the new salaries, I suggest that the full salary be required from State appropriation with no supplements, and if a salary is scheduled as being paid from local funds that it be paid from local funds in its entirety. This policy will avoid one of the principal criticisms the Legislature has made of State institutions.

I would ask your approval of increasing the requests of this institution for both departmental and general maintenance within reasonable limits. Appropriations for this purpose have always been too low. I suggest \$50,000 be requested for departmental maintenance and \$25,000 be requested for general maintenance.

Motion was made by Mr. Wilson, seconded by Mrs. Haley, and carried, that the Board adopt the suggested recommendations regarding the budget for 1935-37, including the restoration of the salary scale in the biennial period 1931-33.

The Board members were unanimous in a decision to place before the State Board of Control a request for appropriation of funds for the erection of four new buildings on the campus as stated in the report. Motion was made by Senator Stuart, seconded by Mrs. Haley, and passed, that the Legislature be asked to provide funds for four buildings, two for the first

June 4, 1934

year of the biennium and two for the second year, and that the order of such request should be the Library Building as the first and most important, and the Agriculture Building, in the first year of the biennium, and the addition to the Home Economics Building and the Gymnasium-Auditorium for the second year of the biennium.

President Knapp then presented his recommendations for the budget for the fiscal year 1934-35 under the present appropriation from the Legislature. The President asked the creation of the following new positions:

Assistant to the President at \$1,500.00, which you approved last year, but which was not used in its entirety. It does not mean any increased appropriation for the President's Office over last year. My office is utterly unable to do its work without two full-time competent persons.

An increase of a clerical position in the Business Office from \$200.00 to \$300.00

The promotion of Miss Sylva Wilson as Part-time Instructor in Orientation and Secretary to the Dean of Women at \$1,200.00--a new position at a new salary.

A Professor of Rural Engineering to teach Farm Machinery, Rural Engineering, and Farm Shops, at \$2,000. This position was badly needed to balance the agricultural work.

A Part-time Instructor in Architecture and Allied Arts at \$720.00.

An Instructor in Electrical Engineering for the second semester at \$562.50, made necessary by careful calculation of the load of that department.

An Instructor in Shops at \$1,125.00, made necessary by the addition of courses in Welding, Sheet Metal work, and Foundry.

A Part-time Instructor in Applied Arts in the Division of Home Economics at \$900.00, made necessary by the greatly increased load in that department, which has only one full-time Associate Professor.

The placing of Mrs. J. M. Marshall, Instructor in Chemistry, on a full-time basis and adding one new in-

structor at \$1,350 per nine months, made necessary by the increased enrolment in Chemistry.

A Professor in the Department of Economics and Business Administration, of high training in Economics, at \$2,000, made necessary by increased enrolment in Economics and Business Administration.

One new position in Foreign Languages. Professor A. B. Strehli will return to his regular position and Instructor F. C. Cook will be retained at \$1,350.00.

An Instructor in History at \$1,350, made necessary by increased enrolment.

An Assistant Professor in Philosophy at \$1,350.00 to teach Philosophy, Ethics, and Sociology.

An Associate Professor in Physics at \$1,950.00.

An Assistant in the Office of Publicity and Student Employment at \$600, to be supplemented not to exceed \$100 per month, or \$900, payable out of any profits there may be in publishing the Student Directory and any other publications which may be undertaken during the next year.

The President then asked the confirmation and approval of the following appointments to fill such positions:

Dean Kuykendall as Assistant in the President's Office. He is a college graduate with excellent qualifications. He has had experience as a court stenographer or reporter, and I have tried him out and find he is very competent for this position.

Arthur Prichard as Creamery Superintendent and Laboratory Assistant in the Department of Dairy Manufactures. He has been at work here since the latter part of the fall semester.

C. Luker, a graduate of the Texas A. & M. College and an experienced teacher of Vocational Agriculture, as Associate Professor and Head of our work in Teacher Training in Vocational Agriculture, in cooperation with the State Department of Education at a salary of \$2,700. His appointment has been approved by the State Department.

Professor Oscar A. St. Clair as Professor and Head of the new Department of Industrial Engineering Education and Engineering Drawing at a salary of \$2,700. You have already

June 4, 1934

approved of the change of this department. We find Professor St. Clair to be a highly experienced man and splendidly prepared for this work. His work during the past semester has been indeed gratifying.

Assistant Professor Alfred B. Strehli who will return to his former position at \$1,800, having been on leave of absence, and the appointment of Instructor of F.C. Cook in the Department of Foreign Languages.

Associate Professor M.E. Ogdon, who has been on leave of absence for the past year, will return at the beginning of the next year and should be restored to his position at \$1,875 per nine months. Mr. E. H. Plank, who has held a temporary position during the absence of Professor Ogdon, is released.

Professor Julien Paul Blitz as Professor and Head of the Department of Music at \$2,500 for nine months. Professor Blitz is a graduate in Music in Belgium. He is a very talented musician. He previously occupied the position as Professor of Music at Kidd-Key College and Conservatory and at Austin College. He is recognized as one of the most outstanding musicians in Texas.

D.O. Wiley as Assistant Professor of Music and Director of the Band at a salary of \$1,800 for nine months. Mr. Wiley is recognized as one of the outstanding Band Leaders of Texas. He has been Director of the Band at Simmons University, President of the Band Directors' Association of the State, a graduate in Music of Simmons University, and has had outstanding success as a band leader.

In this connection, I ask you to announce the resignation of Prof. W.R. Waghorne as Head of the Department of Music and the resignation of Harry LeMaire as Band Director, which I have accepted.

Prof. Harry Hill as Associate Professor of Physics at \$1,950.00. Professor Hill was formerly connected with the institution, but has been on leave of absence for two years. An additional man in Physics is made necessary by the increase in the number of courses and enrolment, and the fact that Associate Professor C.C. Schmidt of our Schedule Committee has to devote a great deal of time to this duties as Chairman of that Committee.

Virgil Ballard as Associate Professor of Physical Education and Assistant Coach to take the place of J. O. Morgan, resigned, at a salary of \$1,800. Ballard is a graduate of

Austin College and comes to us highly recommended, and I believe he is a thoroughly competent man to handle the work.

Ray Moore, a graduate of this year and president of the Student Council, as Assistant in the Office of Information and Student Placement, at \$600 for nine months, plus such sum as the natural return from the profit on publications permits, not exceeding a full salary of \$900 for the year of \$100 per month.

Dr. Knapp recommended the appointment of Archie J. Bahm, Ph.D., University of Michigan, as Assistant Professor of Philosophy.

It was moved by Mr. Wilson, seconded by Senator Stuart, and carried, that the positions suggested by President Knapp in the new budget be approved, that the budget as a whole be adopted, that the appointments recommended by President Knapp be approved, and that as to the services of an Assistant Professor in History that the salary be changed to \$1,500 from \$1,350, with permission to advance the salary to \$1,800 if a well-qualified man cannot be obtained for less. The President was granted permission upon his request to fill such vacancies from time to time as may occur, subject to final approval by the Board.

Motion was made by Senator Stuart, seconded by Mr. Zimmerman, and passed, that the President and Business Manager be authorized to withhold not less than ten percent of the maintenance allotment for each department until after the beginning of the second semester, and that same be released only by them at their discretion only in case the financial condition of the institution warrants such release. This was done as a further measure of safety in the operation of the budget for the year 1934-35.

The architect, Mr. Wyatt Hedrick, presented painted cards showing the colors to be used on walls and ceilings and made a recommendation regarding the color of woodwork. Motion made by Mr. Wilson, seconded by Mrs. Haley, and carried, that the Board adopt the use of the heavier of the two paint color samples submitted for the dormitories by the architect; that the Board adopt the silver-gray color for all oak; that all other woodwork be light walnut and all furniture and furnishings be finished to match the walnut.

Motion was made by Mr. Wilson, seconded by Mrs. Haley, and carried that the Board approve the recommendations made by General Hulen as chairman of the building committee insofar as the

June 4, 1934

purchase of furniture and equipment is concerned, that the Board adopt his report of May 30, 1934, to Mr. R. A. Thompson, State Engineer for the PWA, and approve the receipt of bids and the opening of the same by the building committee in connection with the PWA officials; that the Board ratify all that the building committee and architect have done in connection therewith, and authorize the architect to proceed with the preparation of contracts in accordance with such report and approved by the PWA authorities; that the Board authorize the chairman of the building committee, Gen. John A. Hulen, to enter into contracts for the purchase of furniture and equipment on behalf of the Texas Technological College, such contracts to be subject to the approval of Mr. R. A. Thompson, State Engineer for the PWA.

The Board took under consideration the proposal by the Lubbock Sanitarium to increase the optional student medical fee from \$4.50 per school year to \$8.00, and called in for consultation Dr. J. T. Hutchinson who outlined a report which purported to show the necessity for the increase in this fee. The practice of other Texas institutions was considered, and it was opinion of the Board that if the fee were to be increased that the College should not go beyond the \$6 per year fee fixed by the University of Texas. Dr. Hutchinson agreed to go further into the matter with the hospital officials and make a report concerning their findings at a later date. Motion was made by Senator Stuart, seconded by Mr. Zimmerman, and carried, that the executive committee be given full power to act in this matter when a recommendation is made.

Motion by Mr. Wilson, seconded by Senator Stuart, and carried, that the Board of Directors of Texas Technological College make application to the PWA for a loan of an additional \$10,000 for which bonds are to be executed, and in addition to be in the same form as the loan and grant of \$650,000 for the erection and furnishing of the dormitories, the said \$10,000 to be used for purchasing additional furniture and equipment and other items of necessary expense in connection with the dormitories now under construction at Texas Technological College under a loan and grant from the PWA amounting to \$650,000, it being especially stated that this sum will be absolutely necessary to complete the proper furnishing and final payment of all obligations incident to the construction and equipment of said dormitories.

It was moved by Senator Stuart, seconded by Mrs. Haley, and carried that pillows for the beds in the dormitories not be purchased for the present, that such purchase be delayed until the status of finances is more definitely known.

It was moved by Mr. Wilson, seconded by Mrs. Haley, and carried, that pillows for the beds in the dormitories not be purchased for the present, that such purchase be delayed until the status of finances is more definitely known.

It was moved by Mr. Wilson, seconded by Mrs. Haley, and carried, that the Board authorize the purchase of cornerstones for the dormitories on the amended basis of \$574.70, plus labor in setting.

It was moved by Mr. Wilson, seconded by Mrs. Haley, and carried, that the Board approve the purchase of approximately 240 feet of 12-inch sewer pipe at \$1 per foot necessary to detour the former storm sewer and make connections on account of unforeseen breaking of the old lines previously used, this being an extra to the contract of Young & Pratt.

Motion was made by Mr. Wilson, seconded by Senator Stuart, and carried, that in accordance with a letter from Gen. John A. Hulen to Chairman Clifford B. Jones of the Board, dated at Fort Worth May 30, 1934, the contract for the services of Wyatt Hedrick as architect be changed by reducing the percentage from 6% to 5 $\frac{1}{2}$ % on the buildings themselves, and that the contract be so amended and extended as to make the 5 $\frac{1}{2}$ % apply also to the cost of furniture and equipment, not included in the previous contract, these changes not to alter or amend the fees to be received by consulting architects and engineers previously agreed to, it being understood that this is in conformity with the desires of Mr. R. A. Thompson, State Engineer for the FWA; and that Gen. John A. Hulen, chairman of the building committee, be authorized by the College to execute such amended contract. Mr. Hedrick was present at the meeting of the Board and indicated his acceptance of such change in the contract.

June 4, 1934

Motion was made by Senator Stuart, seconded by Mr. Wilson, and carried that the Chairman and the Secretary of the Board be and they are hereby authorized to make requisition for the purchase and delivery of bonds provided for in the contract between Texas Technological College and the FWA from time to time in such amounts to take care of the approved estimates of the contractors for the erection of the buildings as they may accrue.

Motion was made by Senator Stuart, seconded by Mrs. Haley, and carried, that payment of all estimates thus far paid to the contractors for the erection and supplying of materials and labor incident to the same for the contract on the two dormitories to the extent of \$145,184.58 be approved, as follows:

W. S. Bellows Construction Co.	\$ 93,141.80
Wyatt C. Hedrick, Inc.	25,673.71
Harry Kahn Plumbing Co.	14,006.06
Eugene Ashe Electric Co.	5,753.33
Young & Pratt	<u>6,609.68</u>
	\$145,184.58

and that Mr. Gaston be authorized to make payments on estimates as soon as they are approved by the FWA.

Motion was made by Mr. Wilson, seconded by Mr. Zimmermann, and carried, that the business manager of the College be asked to make a statement to the FWA requesting reimbursement to the College for such sums as have been paid out by the College as traveling expense and otherwise amounting to \$2,304.00 as expense incurred in the erection of the two dormitories on the campus of the College under contract with the FWA, and also approve the item of \$1000 fee to Chapman and Cutler and \$1000 to Stuart and Morgan for legal services in connection with the dormitories when same are approved by the FWA.

Motion was made by Mr. Wilson, seconded by Senator Stuart, and carried, that the interest due Mr. Bellows because of failure to receive cash payments on estimates at the time

same should have been paid be adjusted by Mr. Hedrick and Mr. Gaston on an equitable basis and paid by the College out of its own funds.

Motion was made by Senator Stuart, seconded by Mr. Zimmerman, and carried, that the fixing of room rent and board and other charges in connection with students' living in the dormitories be left for determination by President Knapp and Mr. Gaston with instructions to fix such fees and charges to meet the requirements of sinking fund and costs of operating the dormitories under contract with the PWA.

Motion was made by Mr. Wilson, seconded by Senator Stuart, and carried, authorizing President Knapp and Mr. Gaston to make the necessary arrangements for the employing to employ capable persons to operate the dormitories at suitable salaries, and to make all provisions for opening the dormitories on time at the beginning of the fall semester, and report the same to the Board.

The Board of Directors unanimously named W. T. Gaston business manager of the College and secretary of the Board, as the official representative of the owner in all relations with the PWA, and especially in the daily inspection of the work of the contractors while the buildings are in process of construction, as recently required by the PWA.

It was the unanimous decision of the Board that the opening of school in the fall should be delayed until October first, the actual time for the completion of the contract in turning over of the buildings to the College.

On motion the Board adjourned.

(Signed) Clifford B. Jones
Chairman

Secretary

BOARD MINUTES

SEPTEMBER 18, 1934

Notice is hereby given that a meeting of the Board of Directors, Mr. Robert Wilson, President of the Board, called a meeting of the Board of Directors of the Biological College to be held at the office of Mr. Wilson, Room 1, Room on the 2nd floor, 1000 North Main Street, Dallas, Texas, at 10 o'clock P.M., Tuesday, September 18, 1934. Said meeting is called for the purpose of receiving and examining reports of the Board of Directors from the Texas Agricultural Experiment Station, and the Public Works Administration and for the purpose of any and all other business of the Board of Directors.

Secretary of the Board of Directors

The Chairman of the Board of Directors, Clifford B. Jones, stated the purpose of the meeting and presented five unaccepted counterparts of the contract, entitled "Loan and Use Agreement" prepared by the Federal Department of the Public Works Administration of the United States of America in accordance with application made by the Texas Agricultural College (as borrower) to the United States of America, designated in said agreement as "Borrower", pursuant to

Fort Worth, Texas
10 o'clock A.M., September 18,
A.D., 1934.

At a meeting of the Board of Directors of Texas Technological College held in the office of General John A. Hulen, in the Fort Worth Club Building, Fort Worth, Texas, at 10 o'clock A. M. on said date as stated in the copy of notice of such meeting as below set out, Clifford B. Jones, Chairman of the Board, presiding, and W. T. Gaston, Secretary, the following directors of the College, constituting a quorum, were present: Clifford B. Jones, Chairman, Roscoe Wilson, Vice-Chairman, General John A Hulen, John W. Carpenter, Mrs. John A. Haley, and Mr. R. A. Stuart.

On motion by Mr. Stuart, seconded by General Hulen, and carried unanimously, a notice of the meeting was ordered entered and is hereby entered in the minutes of the Board of Directors, as follows:

"TO THE BOARD OF DIRECTORS OF THE TEXAS TECHNOLOGICAL COLLEGE:

"Notice is hereby given that the Vice-Chairman of the Board of Directors, Mr. Roscoe Wilson, has called, and does hereby call, a meeting of the Board of Directors of the Texas Technological College to be held at the Office of General John A. Hulen in the Fort Worth Club Building at Fort Worth, Texas, at 10 o'clock A. M., Tuesday, September 18, A.D., 1934. Said meeting is called for the purpose of considering and executing counterparts of the agreement and contract between the Texas Technological College and the U.S.A., through the Public Works Administration; and for the consideration of any and all matters pertaining to the P.W.A. Project No.2079.

"Very cordially yours

(signed) W.T.Gaston
Secretary of the Board of Directors
of Texas Technological College."

The Chairman of the Board of Directors, Clifford B. Jones, stated the purposes of the meeting and presented five unexecuted counterparts of the amended contract, entitled "Loan and Grant Agreement" prepared by the Federal Department of the Public Works Administration of the United States of America in accordance with application made by the Texas Technological College (as Borrower) to the United States of America, designated in said agreement as "Government", pursuant to

Borrower's application under P.W.A. Docket No. 2079 which said counterparts were read by the Secretary of the Board and upon motion made by R. A. Stuart, seconded by Mr. Hulen, was ordered spread upon the minute book of the Texas Technological College, as follows:

"Loan Agreement dated as of _____, 1934 between TEXAS TECHNOLOGICAL COLLEGE, LUBBOCK, TEXAS, (herein called the "Borrower"), and the UNITED STATES OF AMERICA (Herein called the "Government"), amending a Loan Agreement entitled "LOAN AGREEMENT" dated as of March 2, 1934 between TEXAS TECHNOLOGICAL COLLEGE, LUBBOCK, TEXAS (herein called the "Borrower"), and the UNITED STATES OF AMERICA (Herein called the "Government").

WITNESSETH:

WHEREAS, the Borrower and the Government have heretofore on March 2, 1934, entered into a Loan Agreement whereby the Government, subject to certain terms and conditions, has agreed to purchase \$520,000 dormitory revenue bonds of the Borrower, and

WHEREAS, on July 26, 1934, a waiver was executed on behalf of the Government providing that: The project as now actually under construction consists of "two three-story and basement, fireproof dormitory buildings". The provisions of Paragraph 1 Part One of said Loan Agreement in so far as the same limit the use of the loan and grant to the construction of "two four-story dormitory buildings" are hereby waived and the said loan and grant may be used for the construction of the project described as "two three-story and basement fire-proof dormitory buildings", and

WHEREAS, it has become necessary to amend said Loan Agreement in certain particulars:

NOW, THEREFORE, it is mutually agreed by and between the Borrower and the Government as follows, to wit:

1. That Paragraph 1 of PART ONE, GENERAL PROVISIONS, of said Loan Agreement shall be amended to read as follows:

"1- Amount of Loan and Grant. Purchase Price and Purpose. Subject to the terms and conditions of this Agreement, the Borrower will sell and the Government will purchase \$520,000 aggregate principal amount of the bonds (herein called the "Bonds") of the Borrower, at 100 per centum of

September 18, 1934

the principal amount thereof, plus accrued interest, and, in addition to the amount of Bonds to be purchased, the Government will make a grant (herein called the "Grant") to the Borrower of not to exceed 30 per centum of the cost of the labor and materials employed upon the Project as herein described, but such Grant together with the aggregate principal* received directly or indirectly from the Government or any agency or instrumentality thereof to be used to aid in financing the construction of the Project, shall not exceed in aggregate amount the total cost of the Project, and in no event shall such aggregate amount exceed \$672,000, except for such payment, if any, as may be made under the provisions of Paragraph 11, PART TWO, HEREOF), the proceeds derived from the sale of the Bonds and the amount paid on account of the Grant, (except for such payment, if any, as may be made under the provisions of Paragraph 11, PART TWO, hereof), to be used for the construction by the Borrower of two three-story and basement, fireproof dormitory buildings (herein called the "Project", such Project and any additions thereto and improvements, extensions and replacements thereof, being herein collectively called the "System"), and for other and incidental purposes; all pursuant to the Borrower's application (herein called the "Application"), P.W.A., Docket No. 2079, the proceedings authorizing the issuance of the Bonds, Title II of the National Industrial Recovery Act (herein called the "Act"), approved June 16, 1933, and the Constitution and Statutes of the State of Texas, including particularly: Senate Bill No. 9, being an act passed at the second called session of the 43rd Texas Legislature and approved February 16, 1934."

2. That Paragraph 8 of PART TWO of said Loan Agreement shall be amended to read as follows:

"8. Grant Payments. If a Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then, subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of such Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 25 per centum of the cost of the labor and materials shown to have been employed upon the Project to a date not later than the date of such Grant requisition; provided, however, that such Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall such Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$192,800; each Grant payment

*amount of the bonds purchased, and any other funds (herein called "Other Funds"),

to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor."

3. That Paragraph 10 of PART TWO of said Loan Agreement shall be amended to read as follows:

"10. Final Grant Payment. If the final Grant requisition and the documents accompanying the same are satisfactory in form, sufficiency and substance to Counsel for the Government, then subject to the terms and conditions of this Agreement, upon reasonable notice to the Borrower, and within a reasonable time after the receipt by the Government of the final Grant requisition (but not earlier than ten days after the receipt thereof, unless otherwise satisfactory to Counsel for the Government), the Government will pay to the Borrower a sum of money, which, together with all previous Grant payments, and Other Funds, shall be equal in aggregate amount to 30 per centum of the cost of the labor and materials employed upon the Project; provided, however, that the final Grant payment, together with all previous Grant payments, Other Funds, and the amount paid for the Bonds shall not exceed in aggregate amount the total cost of the Project, and in no event shall the final Grant payment, together with all previous Grant payments and Other Funds, exceed in aggregate amount the sum of \$192,800; the final Grant payment to be made at the Reserve Bank or at such other place or places as Counsel for the Government may designate, against delivery by the Borrower of its receipt therefor."

4. That sub-section (b) of Paragraph 4 of PART FOUR of said Loan Agreement shall be amended to read as follows:

"4. (b). Cost of Project. If the Engineering Division shall not be satisfied that the Borrower will be able to construct the Project within the cost estimated at the time when the Application was approved by the Government, such estimated cost being the amount of \$672,000, unless, in the event that additional funds appear to the Engineering Division to be necessary in order to pay in full the cost of the construction of the Project, the Finance Division shall be satisfied that the Borrower will be able to obtain such funds, as needed, through additional borrowing or otherwise, in a manner satisfactory to Counsel for the Government."

5. That said Loan Agreement shall be and is hereby ratified and confirmed in all respects as herein amended.

September 18, 1934

6. Prior to the execution of this Agreement, the Borrower will have adopted a resolution setting forth this Agreement in full, approving the same and authorizing the execution and delivery thereof by an official, or officials, designated to sign the same on its behalf. The Borrower will promptly send to the Government a certified extract from the minutes of the meeting of the Borrower's governing body, showing all proceedings taken incident to such authorization, including a copy of said resolution, all duly certified, and the executed Agreement.

IN WITNESS WHEREOF, the TEXAS TECHNOLOGICAL COLLEGE and the UNITED STATES OF AMERICA have respectively caused this Agreement to be duly executed as of the day and year first above written.

TEXAS TECHNOLOGICAL COLLEGE

By Clifford B. Jones, Chairman
Board of Directors

Seal

THE UNITED STATES OF AMERICA

ATTEST

(Signed) W. T. Gaston

By Federal Emergency Administrator
of Public Works

Secretary
(title)

On motion by General Hulen, seconded by Mrs. Haley, Mrs. Meharg was excused from attending this meeting and was also excused from signing a waiver on account of serious illness of such a nature that would permit neither her attendance nor signing a waiver.

Mr. Joe T. Sneed of Amarillo was excused from attending the meeting on account of pressing business. Mr. Dennis Zimmermann of Tulia, Texas, was also excused from attending this meeting; and copies of waivers signed by these two members were read and ordered spread on the minutes of this meeting as follows:

"September 15, 1934.

"I, Joe T. Sneed, one of the Directors of the Texas Technological College, hereby acknowledge receipt of notice of a special meeting of the Board of Directors, to be held at the office of General John A. Hulen in the Fort Worth Club Building, Fort Worth, Texas, at 10 o'clock A. M., Tuesday, September 18, A. D. 1934, for the purpose of considering the executing counter-

parts of the agreement and contract between the Texas Technological College and the U.S. A., through the Public Works Administration, and for the consideration of any and all matters pertaining to the P. W. A. project No. 2079, and assent to the meeting of the Directors to be held at the office of General John A. Hulen, Fort Worth, Texas, at 10 o'clock A. M. Tuesday, September 18, 1934, for the purposes set out in the notice calling said meeting for September 18, 1934.

"(signed) Joe T. Sneed"

"September 15th, 1934.

"I, Dennis Zimmermann, one of the Directors of the Texas Technological College, hereby acknowledge receipt of notice of a special meeting of the Board of Directors, to be held at the office of General John A. Hulen in the Fort Worth Club Building, Fort Worth, Texas, at 10 o'clock A. M., Tuesday, September 18, A.D., 1934, for the purpose of considering and executing counterparts of the agreement and contract between the Texas Technological College and the U. S. A., through the Public Works Administration and for the consideration of any and all matters pertaining to the P.W. A. project No. 2079, and assent to the meeting of the Directors to be held at the office of General John A. Hulen, Fort Worth, Texas, at 10 1'clock A. M. Tuesday, September 18, 1934, for the purposes set out in the notice calling said meeting for September 18, 1934. It is impossible for me to attend said meeting as I have cases set for trial in the District Court here on that date.

"(signed) Dennis Zimmermann"

On motion by General Hulen, seconded by Mr. Roscoe Wilson, the following resolution was presented to the Board, to-wit:

"WHEREAS, the Texas Technological College has made application to the Federal Emergency Administration of Public Works, as shown by P. W. A. Docket No. 2079, for a loan and grant for the construction of two dormitories at the Texas Technological College, which application has been approved by the Federal Administration of Public Works as per letter and contract agreement received from the Administrator at Washington; and

"WHEREAS, said College has made further application to the Federal Emergency Administration of Public Works for additional grant in the sum of \$22,000 for completion of the purchase of equipment and/or for completion of construction of two dormitories at the College domicile at Lubbock, Texas, under P.W.A.

September 18, 1934

Docket No. 2079, which said application for additional grant in the sum of \$22,000 has been approved by the Federal Administration of Public Works as covered by, and set out in, an amended Loan Agreement:

"THEREFORE, BE IT RESOLVED that the Board of Directors hereby approve, ratify and confirm the conditions set out in said amended Loan Agreement, herein referred to as counterparts to Loan Agreement dated as of March 2, 1934, between the Texas Technological College of Lubbock, Texas, herein called the "Borrower" and the United States of America (herein called the "Government"); and authorized in behalf of the Board of Directors of Texas Technological College that said amended Agreement be executed in behalf of the College by Clifford B. Jones as Chairman of the Board of Directors and by W. T. Gaston as Secretary thereof under the seal of the College, said Agreement, when so executed, to be a binding obligation of the Texas Technological College, which is a separate corporate entity as created by the Statutes of the State of Texas as shown by the Application on file with P.W.A. under Docket No. 2079.

"Be it further resolved that the Chairman of the Board of Directors be, and he is hereby authorized and empowered to enter into any agreement and contract or to take any action that may be necessary in order to carry out any and all provisions of the amended agreement that may be necessary or incidental to be carried out or performed by and in behalf of the Board of Directors of the Texas Technological College."

The above resolution was read (only one reading being required for the passage of same by the Board of Directors) to the Board of Directors by the Secretary of the Board, and after thorough discussion as to the provisions of the amended Loan Agreement and of the resolution, the resolution was adopted by vote of the Board as follows: Clifford B. Jones, voting aye; Roscoe Wilson voting aye; Gen. John A. Hulen, voting aye; John W. Carpenter, voting aye; R. A. Stuart, voting aye; and Mrs. John A. Haley, voting aye. There being no negative votes against the adoption of the resolution, it was declared by the Chairman to have been unanimously adopted.

(signed) Clifford B. Jones
Chairman of the Board of Directors

(signed) W. T. Gaston
Secretary of the Board of Directors

I, W. T. Gaston, Secretary of the Board of Directors of Texas Technological College, hereby certify that the above

and foregoing is a true and correct copy of resolution and minutes of special meeting of the Board of Directors of the Texas Technological College held at 10 o'clock A.M. at the office of Gen. John A. Hulen, Fort Worth, Texas, September 18, 1934, in accordance with notice of said meeting as contained herein.

(signed) W. T. Gaston (seal)
Secretary

Subscribed and sworn to before me, a Notary Public in and for Lubbock County, Texas, on this 22nd day of September, A. D., 1934.

My commission expires June 1, 1934. (signed) Flossie Burkholder
Notary Public in and for
Lubbock County, Texas

(seal)

On motion by Mr. Stuart, seconded by General Hulen, and unanimously passed the Board accepted the resignation of Mrs. Emma G. Meharg as Treasurer, and that Mr. Roscoe Wilson be made treasurer of the Board of Directors with the definite understanding that Mr. Wilson would be Treasurer of the Board of Directors in case Mrs. Meharg's physical condition did not improve sufficiently to enable her to perform the duties of Treasurer.

On motion by Mr. Wilson, seconded by General Hulen, the Board unanimously voted to ratify the action of W. T. Gaston in paying out of the local funds the \$3,467.00 as a supplement to the amount of interest and sinking fund to cover first interest payment on Dormitory bonds. Secretary Gaston was also instructed in this same motion to make application to the Federal Administration of Public Works for funds with which to reimburse the College to this amount.

On motion by Mr. Stuart, seconded by Mr. Carpenter, the Board passed an order that a request be made of the Texas Legislature, which is now in session, for an emergency appropriation of \$15,000 with which to purchase a boiler for the College Power Plant and equipment for wells on the College property.

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On motion by Mr. Carpenter, seconded by General Hulen, the Board passed an order that all teachers of music who are connected directly or indirectly with the College work should first be approved by College authorities, including the head of the College of Music on the College faculty.

On motion by Mr. Carpenter, seconded by Mr. Stuart, the Board authorized the expenditure of as much as \$200.00 of the Maintenance Fund of the College for improvements in the Home of the President.

On motion by Mr. Stuart, seconded by General Hulen, the question of revision of contract on the current rate, covering the five year period, be approved by the President and Secretary of the Board of Directors, subject to the approval of the State Board of Control.

On motion by Mr. Carpenter, seconded by General Hulen, the President and Business Manager of the College were authorized to accept the lowest and best bid for laundry for the dormitories and to enter into the contract for same.

On motion by Senator Stuart, seconded by Mr. Carpenter, the Business Manager of the College was requested to make definite rules and regulations that would not only comply with the State law, but as would be found necessary governing the question of selling merchandise or service to members of the College staff. The following is the order as approved by the Board:

"Beginning with September 1, 1934, the following policy is to be carried out strictly by all Departments or activities of the College in selling merchandise or services:

"Where credit is granted to an employee of the institution, it must be with the understanding that the account is to be paid on or before the 15th of the month following that during which the credit was granted. Any such accounts that are not paid within such limit are to be reported promptly to the Business Office of the

College for the attention of and action by the Board of Directors."

On motion by Mr. Wilson, seconded by Mr. Stuart, the Business Manager of the College was authorized to make advances of funds at times and of such amounts as in his judgment would be necessary for the efficient and economical administration of the Animal Husbandry Department.

On motion by Mr. Stuart, seconded by Mrs. Haley, the Board passed a resolution expressing their deep appreciation for the wonderful cooperation of the Matador Club for the assistance given the Athletic Department of the College. The resolution also requested that Mr. Clifford B. Jones, Chairman of the Board, write this letter, a copy of which is incorporated, herewith:

"Spur, Texas, September 19, 1934.

"Mr. Parker Prouty, President,
"The Matador Club,
"Lubbock, Texas.

"Dear Mr. Prouty:

"Fursuant to resolution adopted at yesterday's Fort Worth meeting of the Board of Directors of this institution, may I please convey to you, and through you to the other membership of your Club, the heartfelt gratitude of our Board for the great service you are rendering the College in support of Athletics?

"We fully recognize that had it not been for your efforts the Athletic Department could not possibly have functioned as it has. We desire that you and your membership should know of our appreciation and recognition of the fine service you are rendering.

"With gratitude and best wishes,

"Sincerely yours,

(signed) Clifford B. Jones."

September 18, 1934

There being no further business, the Board adjourned, subject to the call of the Chairman.

(signed) Clifford B. Jones
Chairman

Secretary.

There being no further business, the meeting adjourned, subject to the call of the Chairman.

(Signed) W. H. Jones

BOARD MINUTES

NOVEMBER 9, 1934

Mr. Canton explained the suggestion made by General Bajan that authority be given for the purchase of a machine, to be decided upon by Mr. Canton, at a price not to exceed \$7,000.00, as noted by Mr. Bajan and carried.

The motion was carried.

An allowance of \$1,000 per year for an additional purpose of this nature, should be applied to building and reported to Mr. Bajan, who will report thereon.

Lubbock, Texas
November 9, 1934.

The Board of Directors of the Texas Technological College met in regular session at the office of Dr. Bradford Knapp, President, at Lubbock, Texas, at 10:00 A.M., November 9th, 1934, with the following members present: not constituting a quorum:

Roscoe Wilson, Vice Chairman
General John A. Hulen
Mrs. John A. Haley
Dennis Zimmermann
Dr. Bradford Knapp
W. T. Gaston

Mr. W. S. Bellows of W. S. Bellows Construction Company, which company erected the two dormitories, appeared before the meeting to discuss certain expenditures in connection with Hardware, Labor Bond, Change of Floors, Windows and Towel Bars. The matter was deferred until a quorum could be had.

Mr. Gaston explained the emergency and necessity for the purchase of a bookkeeping machine. A motion was made by General Hulen that authority be given for the purchase of a machine, to be decided upon by Mr. Gaston, at a price not to exceed \$2,000.00, seconded by Mr. Zimmermann and carried.

The need of an agricultural machinery building, 40' x 60' was discussed. Mr. Gaston read the bid of two local contractors, but stated that other bids would be received. General Hulen moved that the low bid not to exceed \$1,000 be accepted, seconded by Mrs. Haley, and carried.

An allowance of \$1,000 per year for an additional carpenter to make necessary changes and repairs to buildings was requested by Mr. Gaston. Mrs. Haley moved that the

allowance be made, seconded by Mr. Zimmermann, carried.

Mr. Gaston requested the appropriation of \$800 - \$500 of which is to be spent for a barn for the Animal Husbandry Department, \$300 to be spent for partitions which is to be credited to Building repair. It was moved by General Hulen that the \$800 be appropriated, seconded by Mrs. Haley, and carried.

An authorization to pay the sum of \$75.00 per month for a continuous audit of the books was requested. It was moved and seconded by General Hulen and Mrs. Haley respectively that such appropriation be made, and carried.

Letters from three banks with reference to submitting a bid as depository for college funds were read: two of the banks stated they would not be in position to submit a bid at this time. The First National Bank, Lubbock, submitted a proposal, but Mr. Wilson requested that action be deferred on account of his being a Director and Stockholder of this bank.

Dr. Knapp explained a request that had been made by D. O. Wiley, Director of the Band, for an advance of \$175 to the Band in order to make full payment on uniforms recently purchased, the loan to be repaid out of earnings that will accrue to the Band from time to time. On motion of Mrs. Haley, seconded by Mr. Zimmermann that this be granted and carried.

The question of students selling magazines, candy, fruits, etc., in the dormitories and on the campus was discussed at length. It was the decision that such practice should be discouraged, and that no such authority be granted.

On motion by Mrs. Haley, seconded by Mr. Wilson, the Executive Committee approved the former action of the Committee in appropriating \$3,500.00 in order that a new well could be installed to supplement the College water supply, made necessary by the drought and the erection of the two dormitories.

November 9, 1934

Dr. Knapp explained that the College was endeavoring to cooperate with the government in all provisions of the Agricultural Adjustment Administration; that the college had signed a regular contract with the government regarding the reduction in the number of hogs, familiarly known in the A.A.A. as the Hog-Corn contract. He advised that the Government officers requested that special authorization be granted to someone to sign this contract in behalf of the college. Dr. Knapp suggested that the authority be granted to Dean Leidigh. Therefore, the following motion was made by General Hulen and seconded by Mr. Zimmermann and passed.

That the Executive Committee of the Board of Directors of Texas Technological College, hereby formally authorize Dean A. H. Leidigh, Dean of the Division of Agriculture, to sign the official Hog-Corn contract with the government, and to sign such other papers in connection with the government's program as may be necessary to carry out the college agreement with the government on the limitation of hog production.

The meeting constituted a quorum of the Executive Committee, and the hereinbefore authority granted is the action of the Executive Committee, concurred in by Mrs. Haley and Mr. Zimmermann.

(Signed) Clifford B. Jones
Chairman

Secretary