

COMMISSIONER'S RECORD N

Douglas County Republican, Lawrence

The Board approved the official bond of John E. Metsker, Superintendent of the County Farm. The bond is in the amount of \$2000.00.

No further business appearing, the Board adjourned to meet March 3, 1941.

ATTEST:

T. R. Gerhart
T. R. Gerhart,
County Clerk.

L. H. Griffith
L. H. Griffith, Chairman of the Board
of County Commissioners.

March 3, 1941.

In regular adjourned session this 3rd day of March, all members of the Board of County Commissioners and the County Clerk met in the regular meeting rooms of said Board.

Claims for wages and materials were allowed in amounts as recorded on Allowance Record.

The County Engineer spoke to the Commissioners in regard to shovel rental to private individuals. He reported that the rate charged did not actually cover the cost of operating the shovel. It cost around \$4.00 per hour to operate the shovel, and at the present time the county is charging only \$3.50 per hour for rental.

Adjournment was taken to meet again Wednesday, March 5.

ATTEST:

T. R. Gerhart
T. R. Gerhart,
County Clerk.

L. H. Griffith
L. H. Griffith, Chairman of the Board of
County Commissioners.

March 5, 1941.

The Board of County Commissioners, namely, L. H. Griffith, Chairman, J. M. Sanderson and Ed Johnson, Commissioners and County Clerk T. R. Gerhart met this day as per adjournment.

The Board immediately adjourned for the purpose of viewing a road in Willow Springs Township, the location of which was formerly petitioned for by J. W. Kennedy et al. Said road is described as follows: Beginning at or near the southwest corner of Section 11, Township 14, Range 19. Thence northerly along the present traveled road to the South line of the old Churchbaugh place, which is the present Everett Eberhart place (15 acres more or less).

After said viewing, the Board reconvened at the courthouse for further business.

The Board and the County Clerk discussed the installation of two hand rails at the west entrance of the courthouse for the benefit of the public, especially for the old people who have difficulty ascending and descending stairs. It was moved by J. M. Sanderson that the Board instruct T. R. Gerhart, County Clerk, to arrange for the installation of two hand rails at the west entrance of the courthouse. A second was made by Ed Johnson. On vote, called by Chairman Griffith, all commissioners voted "Aye".

The following agreement dated as of March 4, was signed by the three commissioners:

A G R E E M E N T

THIS AGREEMENT made this 4th day of March, 1941, by and between Hubert Moodie of Lawrence, Douglas County, Kansas, party of the first part, and the Board of County Commissioners of Douglas County, Kansas, party of the second part:

WITNESSETH that the said party of the first part in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, and the agreements of the party of the second part hereinafter stated, agrees that the party of the second part shall have the exclusive right and privilege for one year from the date hereof to purchase all limestone gravel that it may desire which is located on the real estate owned by the said party of the first part, being described as follows, to wit:

N¹/₂ of SE¹/₄ of Sec. 26, Range 19E, Twp. 13S.

IN CONSIDERATION of which the said party of the second part agrees to pay the said party of the first part the sum of \$0.04 for each and every cubic yard purchased by the said party of the second part.

THE SAID PARTY of the second part further agrees to provide all necessary equipment and labor to remove the gravel and to haul it away.

THE PARTY of the first part agrees to allow the party of the second part a convenient right of way from the gravel deposits to a public highway, the party of the second part to provide equipment and labor in constructing the road from the gravel pit to a public highway.

THE PARTY of the first part agrees that none of the gravel on the above mentioned real estate will be sold to any other person, firm, or coporation during the time this contract is in effect without the consent of the party of the second part.

THE PARTY of the second part to have the option of renewing the agreement from year to year if it so desires.

*Discussion of shovel rental
and individuals*