

COMMISSIONER'S RECORD N

Douglas County Republican, Lawrence

More bills against the county for materials and supplies were by proper motion, second and vote allowed in amounts as recorded on the Allowance Record in the office of the County Clerk.

As required, the Chairman of the Board signed a certain form for the admission of Helen Squires, private patient, to the T. B. Hospital at Norton.

All coal bids received on July 30 were again considered for disposition. After each bid was carefully scrutinized, J. M. Sanderson moved that the contract for coal to be furnished to the county for the 1941-1942 season, be awarded to the Kaw Valley Fuel Company as per their bid of \$5.10 per ton for August delivery and \$5.35 per ton for the balance of the season. Ed Johnson seconded the motion. On vote, all commissioners voted in favor of the motion. The price as above stated is backed by written guarantee, signed by W. H. Pendleton of the Kaw Valley Fuel Company.

No further business appearing, the Board adjourned to meet Wednesday, August 13, 1941.

ATTEST:

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

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

August 13, 1941.

As per adjournment, all members of the Board of County Commissioners and the County Clerk met in regular adjourned session this 13th day of August, 1941.

The following lease for a building at the Lone Star Park was entered into between the county and the Boy Scout Troop 17 of Topeka, Kansas.

LE A S E

THIS LEASE, made this 13th day of August, 1941, by and between the Board of County Commissioners of Douglas County, Kansas, party of the first part, and Boy Scout Troop 17, Jayhawk Council of Topeka, Kansas, part of the second part;

WITNESSETH, that the said party of the first part, in consideration of the rents, covenants and agreements of the said party of the second part, hereinafter set forth, does, by these presents, let, lease and rent to the said party of the second part, the following described property situated in the county of Douglas and State of Kansas, to-wit:

Barracks #2

to have and to hold the same for a term of one year, unto the said party of the second part, from the 13th day of August, 1941, with the further understanding and agreement by the parties to this contract that the party of the second part shall have the option to renew this lease on the same terms and conditions at the end of the first year for a further period of two years; the party of the second part agrees that the said premises will not be subleased without the consent of the party of the first part, provided, however, that the party of the second part may rent the said premises to different organizations for short periods of time, but that the said party of the second part will, at all times, remain in control of the premises and be responsible for the conditions imposed by this lease.

AND THAT THE said party of the second part, in consideration of leasing the premises as above set forth, covenant and agree with the said party of the first part to pay to the said party of the first part as rent for the same, the sum of One Dollar (\$1.00) for the said term and the said party of the second part further agrees to paint the building white and to maintain the building and grounds and keep the same in good repair during the period of this lease. In case the roof is painted, it shall be either dark green or black.

THE SAID PARTY of the second part further agrees to keep the said building insured for the sum of \$500.00 against loss by fire or wind storm during the term of this lease; the said insurance shall be payable to the County Treasurer for and on behalf of Douglas County, and the party of the first part agrees that in the event of a loss by fire, or wind storm, the party of the first part will furnish the said party of the second part with another building equally suitable for the use of the party of the second part, or will use the insurance money for the construction of a new building which shall be used by the party of the second part under the conditions of this lease. It is agreed and understood between the parties that in case the building is destroyed by fire or wind storm, and a new building is constructed, that the party of the first part will be obligated only to construct whatever building can be done with the insurance money received, and that the party of the first part will not be obligated to spend any money in addition to the money received from the insurance.

THE PARTY OF THE SECOND part further agrees to furnish and provide any necessary connections for electricity, water or sewage disposal which might be needed, and which is not at the present time equipped in said building, and to pay for any electricity and water used in said building during the term of this lease.

SAID PARTY OF THE SECOND part further agrees to assume any liability for damages which might arise during, and in connection with the use and occupation of the said building during the term of this lease and hereby relieves the said party of the first part from any such liability.

THE PARTY OF THE SECOND part further agrees that the building and grounds will be used solely for recreational and other non-commercial purposes.

THE PARTY OF THE FIRST part further agrees that at all times during the operation of this lease, they will provide a right of way from the grounds to a public highway.

IN WITNESS WHEREOF the said parties have hereunto set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS
COUNTY, KANSAS

Party of the First Part

By

L. H. Griffith
Chairman