

COMMISSIONER'S RECORD O

*Road Petition Granted
Benjamin Neils*

The Road Petition of Benjamin Neils and Thirteen Others, presented to the Board this day, praying for the location of a road in Section 34, Township 12S, Range 21E, was granted, and the date for the viewing set for Wednesday, November 2, 1949, at 2 o'clock P.M., to the Board to act as a Board of Viewers. The Road Notice to that effect was given the County Engineer, a copy of said notice mailed to the Eudora Township Trustee, and another copy submitted to the World Company for publication. The description of said road is as follows:

Beginning at the 1/4 corner on the North line of Section 34, Township 12S, Range 21E, thence South on or near the 1/4 section line to the center 1/4 of said section.

Allen French, Auditor, presented to the Board the Audit Agreement for 1949-1950, said agreement being approved and signed by the Board, and on file in the County Clerks Office, said agreement being as follows:

AUDIT AGREEMENT

- Audit Agreement
year 1949*
- (1) THIS AGREEMENT: Made and entered into this 10th day of October, between Allen French, Licensed Municipal Public Accountant of Topeka, Kansas, party of the first part, and the Board of County Commissioners of Douglas County, Kansas, party of the second part.
 - (2) WITNESSETH: That the party of the first part, for and in consideration of the sum of money hereinafter stated, agrees to examine by and through his examiners, the official financial records and accounts of the County Commissioners, County Treasurer, County Clerk, Register of Deeds, Clerk of District Court, Probate Judge, Judge of the County Court, Justices of the Peace, Sheriff, County Attorney, County Superintendent, County Engineer, Bindweed Supervisor and Welfare Director, for the period, January 1, 1949 to December 31, 1949.
 - (3) Said first party further agrees that, the audit shall be performed in accordance with the general and specific provisions of the Minimum Standard Audit Program approved by the State Municipal Accounting Board, as of October 25, 1940, and subsequent amendments and supplements.
 - (4) Said first party also agrees to begin the audit on or about August 1, 1950 and to complete the audit by September 30, 1950.
 - (5) The name and qualifications of the supervisor and senior accountant who may be employed on this contract is; Allen French, Licensed Municipal Public Accountant.
 - (6) The party of the second part hereby agrees to pay the party of the first part for his services fifteen Hundred dollars (\$ 1,500.00) payable monthly as the work progresses on estimates approved by the County Commissioners, final payment, not less than thirty-three and one-third percent (33 1/3%) of fee, exclusive of travel and subsistence expenses, to be made when the report is accepted by them, and a notice has been received that a copy thereof has been filed with the State Accountant. The County to receive two complete copies of the audit report and each official a copy covering his office.
 - (7) Since this contract covers work to be done in the 1950 budget year the following paragraphs No. 8 and 9 are included, to set up the County's liability as limited by the cash basis and budget laws.
 - (8) On January 2, 1950, the party of the second part agrees to issue a purchase order in favor of the party of the first part in the amount of Fifteen Hundred Dollars (\$ 1,500.00) which will be charged to the 1950 budget and cash balances of the County General Fund, and which will be payable according to and within the limitations of the sixth paragraph of this agreement.
 - (9) Provided however, that where this agreement refers to work to be done during the period January 2, 1950, to September 30, 1950, the agreement shall not be in full force or effect until January 2, 1950.
 - (10) Provided however that in case of irregularities or in case the auditors are requested to prepare statements for civil recovery or criminal prosecution or to appear before any court or tribunal for any hearing growing out of this audit contract, the auditors shall be compensated for such additional service at the rate of Twenty Five Dollars (\$25.00) per day of 8 hours plus the necessary living and traveling expenses while out of the office at Topeka, Kansas.

IN WITNESS WHEREOF, The parties of this agreement subscribe their names this 10th day of October, 1949.

SEAL

/s/ Allen French
Licensed Municipal Public Accountant

BOARD OF DOUGLAS COUNTY
COMMISSIONERS

Attest by:

/s/ T. R. Gerhart
County Clerk.

/s/ Elmer W. Ousdahl, Chairman

/s/ Ray C. Ogden, Member

/s/ Charles E. Banning, Member

The Board adjourned to meet Wednesday, October 12, 1949.

Attest:

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

Elmer W. Ousdahl, Chairman of the Board of
County Commissioners of Douglas County.