

157.

APPROVAL—CONTRACT FOR PLUMBING WORK AT BOWLING GREEN STATE UNIVERSITY, \$3,888.00.

COLUMBUS, OHIO, February 19, 1937.

HON. CARL G. WAHL, *Superintendent of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my consideration a contract by and between the State of Ohio acting by Carl G. Wahl, Superintendent of Public Works, and the firm of Wiggins & Gillespie of Bowling Green, Ohio, for the plumbing work in Addition to the Auditorium at Bowling Green State University, Bowling Green, Ohio, which contract calls for a total expenditure of three thousand eight hundred and eighty-eight dollars (\$3,888.00). Attached to each copy of the contract is a certificate of the President of this State University that the funds are available for the payment of the University's portion of this contract for the Addition to the Auditorium.

In addition to this there is also contained among the papers certificate of the President of the Bowling Green State University of the Grant Agreement Acceptance by the University of funds to be furnished in this connection by the PWA under Docket OH-1388-D.

There has also been submitted other necessary papers in this connection as follows:

The division of contract signed by the firm, the notice to bidders, the affidavit of publication of the notice to bidders, the form of proposal of the firm, the contract bond with the American Surety Company of New York as surety, its power of attorney for its signers, financial statement and certificate of compliance with the laws of Ohio relating to the surety authorizing it to transact fidelity and surety insurance in Ohio, certificate of premium payment and compliance by the firm with the workmen's compensation laws of Ohio, the tabulation of bids, the direction of the Department of Public Works to the State Architect and Engineer to enter into this contract, the recommendation of the Superintendent of Public Works to the State University with regard to this contract, the recommendation of the University to enter into this contract, the certificate of the Auditor of State that the necessary papers were filed in that office, and the acceptance by the PWA of the obligation under this contract, are all found to be in order.

Finding said contract and bond in proper legal form, I have this

day noted my approval thereon and return the same herewith to you, together with all other papers submitted in this connection.

Respectfully,

HERBERT S. DUFFY,
Attorney General.

158.

APPROVAL—LEASE TO OFFICE ROOMS IN NORWALK,
OHIO.

COLUMBUS, OHIO, February 19, 1937.

HON. CARL G. WAHL, *Director, Department of Public Works, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval an instrument of lease executed by and between The Citizens National Bank of Norwalk, Ohio, as lessor, and the State of Ohio, acting through you as Director of Public Works, as lessee. By this lease, which is one for a term of two years commencing on the 31st day of December, 1936, and ending on the 31st day of December, 1938, there is leased and demised to the state as lessee therein named for the use of the Sales Tax Section of the Tax Commission of Ohio certain premises described in the lease instrument as being Rooms 209 and 210 on the second story of The Citizens National Bank Building in the city of Norwalk, Ohio, in consideration of the payment by said lessee of a monthly rental of \$30.00 during each and every month of the term of this lease.

This lease has been properly executed by the lessor above named and by the State of Ohio as lessee, acting by you as Director of Public Works. Inasmuch as this lease instrument quite properly provides that the lease is subject to appropriations made or to be made by the legislature for the purpose of paying the rentals which may become due and payable under the lease, and the lease instrument is otherwise in legal form, this instrument is approved by me as to execution and form.

Contract encumbrance record No. 13, which accompanies this lease, has been properly executed and the same shows that there are moneys, otherwise unencumbered, sufficient in amount to pay the rentals