

## COMMISSIONERS RECORD R, DOUGLAS COUNTY

488

Term, 19

day of

19

Cat engine, Model 3208 and including trade-ins. Mr. Sanderson recommends that the payment for these trucks come from special equipment fund, and after discussion it was moved by Mrs. Bradley that this purchase be made as recommended, seconded by Mr. Neis, and carried unanimously.

*Public Works:  
Notice to contractors  
on the letting of 4  
bridges & grading*

Mr. Sanderson then presented to the Board specifications and contract documents for Douglas County Consolidated Project No. 78-1 which includes four bridges as follows: 06.18N-23.01E, 09.00N-21.38E, 11.00N-21.15E and 11.40N-19.00E. These documents describe a letting for bridge contracts and grading contracts on all four subject bridges. Mr. Sanderson recommends that this notice to contractors be published on 12 April and 26 April 1978 in the newspaper of record of Douglas County and recommends that bids be received at the office of the Board of County Commissioners of Douglas County until 10:00 a.m. (C.D.S.T.) on 8 May 1978 at which time the bids will be publicly opened. After discussion it was moved by Mr. Neis that the recommended dates for publication and bid opening be accepted, seconded by Mrs. Bradley, and carried unanimously.

*Bridge City:  
Agreement between  
Board and Bowersock  
Mills and Power Company*

The Board considered an agreement between the Board of Commissioners of Douglas County and the Bowersock Mills and Power Company within which agreement are made the following commitments:

1. Bowersock agrees to temporarily relocate its 2300 volt power line on a ninety foot pole over the existing Massachusetts Street Bridge in a manner which will not constitute a hazard to removal of the existing bridge or to construction of the new bridge. Temporary relocation shall be completed within thirty days of this agreement.
2. The County agrees to reimburse Bowersock for the actual expenses of temporarily relocating said power line, provided that the amount of reimbursement shall not exceed the sum of \$4,500.00.
3. Bowersock agrees to cooperate in temporarily curtailing use of the power line when the line is deemed to be a hazard to construction. If interruptions in the use of said line are more than merely incidental interruptions, the County agrees to pay compensation to Bowersock as provided herein. For the purposes of this agreement, incidental interruption is defined as an interruption of not more than two hours, with not more than ten such interruptions during the project. If interruption of service exceeds two hours, then compensation shall be paid to Bowersock at the rate of \$12.00 for each hour of interruption.
4. The parties agree that the actual places for the temporary relocation of said power lines will be as agreed between Bowersock and the City of Lawrence.
5. Bowersock agrees that in relocating said line and during the period of such temporary relocation, Bowersock will hold the County harmless from any claims for damages or injuries resulting from the negligence of Bowersock.
6. The parties agree to cooperate in all phases of this agreement.

After consideration of the mutual obligations as stated in the agreement it was moved by Mrs. Bradley that the agreement be approved by this commission, seconded by Mr. Neis, and carried unanimously.

The Board noted receipt of a report from the Lawrence-Douglas County Department of Public Health on the Douglas County Ambulance Service which indicates that they conducted an extensive review of the service and the personnel and the building in which it is housed. A copy of the report will be on file in the commission files.

*Zoning:  
1st Quarter Report*

Wayne Kellum, zoning administrator, appeared before the Board to present the first quarter report for 1978 which indicates a collection of total fees in the amount of \$909 and in addition a total estimated value in the amount of \$1,291,900, which includes the development of one commercial property, four mobile homes and twenty-six residences and assorted fees for books, maps, and applications. Mr. Kellum points out that primarily due to the inclement weather of the first quarter of 1978, our estimated value figure is somewhat lower than that reported in the first quarter of 1977.

*Grant: app.  
1st Quarter due  
on contract for  
day care services*

The Board considered the correspondence of 4 April 1978 from Mr. Ted Mintun, Chief of Social Services of the State Department of Social and Rehabilitation Services, which reports the status of Donor Contract 782 through which account day care services are purchased for the citizens of Douglas County. Within the letter Mr. Mintun requests that the second quarter payment for 1978 in the amount of \$1203.25 be paid on or about April 15, 1978. After review of this request it was moved by Mrs. Bradley that this amount be remitted as requested from the commissioner's matching fund line item, seconded by Mr. Neis, and carried unanimously.

*Yankee Tank:  
Contract with  
Black & Veatch  
Consulting Eng.*

The Board considered contract for engineering services between the Board of Commissioners of Douglas County, Kansas and Black & Veatch Consulting Engineers, Kansas City, Missouri. The agreement is established to cover the need for engineering services in connection with the development of a sewer benefit district in the Yankee Tank drainage course and by this agreement provides for payment for such services. The document indicates the services which the engineers agree to perform as follows: Preliminary engineering, surveys, drawings and specifications, and resident engineering services for the entire project and spells out within Section II of the agreement, the financial obligations of Douglas County for such services. For the services