

## COMMISSIONERS RECORD 5, DOUGLAS COUNTY

Term, 19

day of

19

Lockwood Co., Inc. Reorder No. 185428-12-78

Pub. Works app.  
Purch underdrain  
pipe

Bridge-County  
Appl. RWD #4  
521-T14-R21

Bridge-County  
Agree with Kaw  
Valley Elec. Proj.  
80-1

R/W Faust  
Proj. 80-1

R/W FAS 23-RS-  
1084(3)  
Christman  
Clement  
Morris  
Oldham  
Glenn

Zoning Disc.  
Building permit  
Gregg

Mike Dooley, public works director, appeared before the Board with four quotes for the purchase of underdrain pipe for his department. Mr. Dooley recommended that the Board accept the low quote of Welborn Sales, Salina, in the amount of \$1050.67. After discussion it was moved by Mr. Neis that this recommendation be accepted, seconded by Mr. Cragan, and carried unanimously.

Mr. Dooley then presented the Board an application for Authority to Construct a water line for Rural Water District No. 4 under Road No. 1061 approximately 1½ mile south of Road No. 460, Section 21, Township 14, Range 21, Douglas County, Kansas. After discussion it was moved by Mr. Cragan that this application for Authority to Construct be approved, seconded by Mr. Neis, and carried unanimously.

Mr. Dooley then presented the Board an Agreement between Kaw Valley Electric Coop. Co., Inc. and Douglas County for Project No. 80-1 (Twin Mound Construction). The County has submitted to the Secretary of Transportation a request for the improvement of a portion of FAS Route 1249 and 1273 described as follows: Beginning 1140.5 ft. N. of the ¼ corner on the W. line of Sec. 6, Township 14S, Range 18 East, thence S. to said ¼ corner on the West line of Sec. 6, thence W. 1 mile to the ¼ corner on the W. line of Sec. 1, Township 14S, Range 17E, thence S. 1½ miles to the N.W. corner of Sec. 13, Township 14S, Range 17E, thence West 1 mile to the N.W. corner of Sec. 14, Township 14S, Range 17E and terminating at said point. The construction or alterations of the Company's facilities shall be completed 90 days after the County furnishes to the Company copies of the plans for the project and provides alignment points for the use of the Company in locating its facilities. After discussion it was moved by Mr. Neis that this Agreement be approved, seconded by Mr. Cragan, and carried unanimously.

Mr. Dooley then presented the Board a contract for right-of-way for Project No. 80-1 (Twin Mound) between Ira J. Faust and Dorothy J. Faust, husband and wife, Overbrook, Kansas, and the Board of Commissioners of Douglas County for the purchase of 1.25 acres of right-of-way easement and 56 rods of woven fence in the lump sum of \$1047. After review of this contract it was moved by Mr. Neis that it be approved, seconded by Mr. Cragan, and carried unanimously.

Mr. Dooley then presented the Board the following contracts for right-of-way for Project No. F.A.S. 23-RS-1084(3):

(1) Between the Board of Commissioners of Douglas County and Robert E. Christman and Mary Sue Christman, husband and wife, for 1.05 acres of right-of-way easement and 11 rods of barb fence in the lump sum of \$2000. This lump sum payment includes allowance for irregularity of fencing, irregularity of boundary, loss of 2 small trees and 2 cedar trees, and abstracting.

(2) Between the Board of Commissioners of Douglas County and Donald Francis Clement and Ethel D. Clement, husband and wife, for 0.79 acres of right-of-way easement and 39 rods of woven fence in the lump sum of \$1800. This lump sum payment includes allowance for irregularity of fencing, irregularity of boundary, 1 maple tree, 3 plum trees, and abstracting.

(3) Between the Board of Commissioners of Douglas County and Robert H. Morris and Mary L. Morris, his wife, for 0.69 acres of right-of-way easement and 0.07 acres of temporary easement for construction in the lump sum of \$700. This lump sum payment includes allowance for one weeping willow tree and abstracting.

(4) Between the Board of Commissioners of Douglas County and James N. Oldham and Claudette M. Oldham, husband and wife, for 0.09 acres of temporary easement for construction and 0.13 acres of right-of-way easement in the lump sum of \$500. This lump sum payment includes allowance for abstracting.

(5) Between the Board of Commissioners of Douglas County and Wilma Scott Morris, a widow, for 0.55 acres of right-of-way easement in the lump sum of \$700. This lump sum payment includes allowance for irregularity of boundary and abstracting.

(6) Between the Board of Commissioners of Douglas County and Starr Glenn and Mabel L. Glenn, husband and wife, for 1.23 acres of right-of-way easement, 0.11 acres of temporary easement for construction, 45 rods of barb fence, and 6 rods of temporary fence in the lump sum of \$1900. This lump sum payment includes allowance for irregularity of fencing, irregularity of boundary, and abstracting.

After review of these agreements it was moved by Mr. Neis that they be approved, seconded by Mr. Cragan, and carried unanimously.

The Board met with Dale Gregg to discuss the problem of obtaining a building permit because of subdivision regulations that now apply to his 5.5 acres. Mr. Gregg appealed to the Board for their help, but the Board explained to Mr. Gregg that they were governed by the rules and regulations of the Douglas County Subdivision Regulations. Mr. Kellum, County Zoning Administrator, explained to the Board and Mr. Gregg that this parcel of land is the fourth division of land from the Schroyer property and now Mr. Gregg would be required to have his 5.5 acres rezoned and platted before a building permit could be issued. Mr. Kellum explained the procedure to follow to see if this property could be rezoned and platted. No action was taken by the Board.

No further business, the Board adjourned to meet on Wednesday, October 15, 1980.

ATTEST:

D. E. Mathia  
D. E. Mathia

County Clerk

Beverly A. Bradley  
Beverly A. Bradley

Chairman