BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, MARCH 24, 2003

9:00 A.M.

-Convene

-Pledge of Allegiance

PROCLAMATION

-Proclaim the month of April as Fair Housing Month

-Proclaim the week of November 11-15 as Hunger and Homelessness Week (Gary Miller)

CONSENT AGENDA

(1) (a) Consider approval of Commission Orders

(b) Consider approval of resolution concerning reimbursement of county employees for the use of their personal motor vehicles for county business (Pam Madl)

(c) Note receipt of County Engineer's Annual Report – 2002 (Keith Browning)

(d) Consider approval of Lone Star Skiing Dates for 2003 (Craig Weinaug)

(e) Consider approval of door entry system for the JLE Building (Pam Madl)

REGULAR AGENDA

(2) Planning Item: CUP-10-10-02: Conditional Use Permit request for a Verizon tower location at the corner of E 1450 Road and N 1800 Road. Requested by Verizon Wireless for Emil W. Heck, Jr. & Bette Q. Heck, property owners of record. (Sandra Day)

(3) Presentation about improvements made to Broken Arrow Park resulting from agreement with the City of Lawrence (Fred DeVictor)

(4) Consider approval of contract with Motorola for Mobile Data Equipment (Sheriff Trapp)

(5) Consider approval of resolution extending existing 40-mph speed limit on Route 442 at Stull (Keith Browning)

(6) Consider approval of copier solution (Jackie Waggoner)

(7) Other Business

(a) Consider approval of Accounts Payable (if necessary)

(b) Appointments

(c) Miscellaneous

(d) Public Comment

(8) Adjourn

WEDNESDAY, MARCH 26, 2003

-Consider approval of minutes of October 23, 2002

-Consider request from the City of Eudora to share in cost of engineering study

WEDNESDAY, APRIL 2, 2003

-Public hearing regarding Petition for Attachment of Land to Rural Water District #4 (Steve Garlow)

-Planning item: CUP-12-16-02: Conditional Use Permit request for Eudora Quarry #68. The property is generally described as being located at the northwest corner of N 1200 Road and E 2400 Road. Requested by N.R. Hamm Quarry, Inc., for Katherine L. Neis, property owner of record) (Brian Pedrotti)

FRIDAY, APRIL 4, 2003

9:00 A.M.

-Canvass city & school general elections

MONDAY, APRIL 7, 2003

9:00 A.M.

-Proclamation designating the week of April 7th as Public Health Week

MONDAY, APRIL 14, 2003

-Consider approval of FY2004 Community Corrections Plan (Ron Stegall)

WEDNESDAY, APRIL 16, 2003

6:35 P.M.

-Report from Douglas County Extension on Rural Urban Issues Seminar (Trudy Rice)

MONDAY, MAY 5, 2003

-Proclaim the month of May as "Mental Health Month"

WEDNESDAY, MAY 7, 2003

-No Commission Meeting

MONDAY, MAY 26, 2003

-Memorial Day – No Commission Meeting

WEDNESDAY, MAY 28, 2003

-No Commission Meeting

MONDAY, JUNE 2, 2003

-Light Agenda

WEDNESDAY, JUNE 4, 2003

-No Commission Meeting

MONDAY, JUNE 9, 2003

-Light Agenda

WEDNESDAY, JUNE 11, 2003
-No Commission Meeting

MONDAY, JULY 14, 2003
-Light agenda or no meeting

WEDNESDAY, JULY 16, 2003
-Light agenda or no meeting

MONDAY, JULY 21, 2003
-Light agenda or no meeting

WEDNESDAY, JULY 23, 2003
-Light agenda or no meeting

MONDAY, JULY 28, 2003
-Light agenda or no meeting

WEDNESDAY, JULY 30, 2003
-Light agenda or no meeting

KANSAS DEPARTMENT
of COMMERCE & HOUSING
HOUSING DEVELOPMENT DIVISION

OFFICE OF THE SECRETARY

1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354
(785) 296-5865 Fax: (785) 296-8985
TTY (Hearing Impaired): (785) 296-3487
e-mail: housing@kansascommerce.com
www.kansascommerce.com

February 10, 2003

County Chairman
Douglas County
1100 Massachusetts
Lawrence, KS 66044-3064

Dear County Commissioner:

April is *Fair Housing Month* in the State of Kansas. The Kansas Department of Commerce & Housing Fair Housing Project Team is engaged in a joint effort with the state, cities, counties, and fair housing groups to focus attention on fair housing issues in our communities.

It has been thirty-six years since the passage of Title VIII of the Civil Rights Act, signed in April of 1968. The Fair Housing Law guaranteed equal housing opportunity for all United States citizens. Since that time, a great effort has been made to make that dream a reality. Through education and outreach, public seminars, mass media campaigns, and the issuance of proclamations by government officials, this dream is becoming a reality. The efforts of county commissioners are crucial to furthering this cause.

Enclosed is a sample proclamation for *Fair Housing Month*. We hope it will assist you in crafting your own county proclamation. You are also invited to visit our web site at www.kansascommerce.com. It contains valuable Fair Housing information, including the six major impediments to fair housing choice identified in Kansas.

Please send us a copy of your proclamation when it is completed. We would like to share this information with the Governor, and keep it as a part of our records. Should you have any questions or require assistance, please contact Sheila Robles, Fair Housing Project Team Chairperson, at (785) 296-1134.

Sincerely,

Norma Phillips

Norma J. Phillips, Director
Housing Development Division

PROCLAMATION

WHEREAS: *The Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and*

WHEREAS: *The County of Douglas is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and*

WHEREAS: *The Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and*

WHEREAS: *Equal housing opportunity is a condition of life in our County that can and should be achieved.*

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS *does hereby proclaim the month of April as*

FAIR HOUSING MONTH

in Douglas County, Kansas, and expresses the hope that this year's observance will promote fair housing practices throughout the County.

ADOPTED *this 24th day of March, 2003.*

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

_____

Bob Johnson, Chairman

_____

Jere McElhaney, Member

_____

Charles Jones, Member

Bert Nash
Community Mental Health Center, Inc.
200 Maine Street, Suite A • Lawrence, KS 66044 • (785) 843-9192 • (785) 843-6744 fax • www.bertnash.org

03/03/03
Gary Miller
Bert Nash Community Mental Health Center
200 Maine, Lawrence, KS, 66044

To: County Commission

Let's talk about mental health.

RE: Hunger & Homelessness Awareness Week

Dear County Commission,

I represent homeless services for Bert Nash Community Mental Health Center and a member of various committees in the city of Lawrence and the state of Kansas. I am an appointed board of director on the StateWide Homeless Coalition. I have enclosed a proposed proclamation for Douglas County to consider proclaiming November 11th through the 15th, as Hunger & Homelessness Awareness Week. Other members of the StateWide Homeless Coalition boards passed similar proclamations in their county. The proclamation before you is the template adopted by Sedwick County.

The StateWide Homeless Coalition Chairman, Randy Crandall, who works with Veterans Administration, in Topeka will advocate for Governor Sebilleus' signing of a similar proclamation for the state of Kansas. I support Douglas County in adopting this proclamation to promote local homeless awareness in our community. In addition, the more local governments in the state of Kansas who participate will add positive weight to the Governor's request to adopt a similar proclamation for the state of Kansas.

I appreciate your time and commitment in reviewing my request. Please feel free to contact me at your earliest convenience for any questions and/or comments.

Very Truly Yours,
Gary Miller
Gary Miller

PROCLAMATION

WHEREAS: *On any given night in this America, there are more than 750,000 men, women and children who are homeless; and*

WHEREAS: *In Lawrence, there are approximately 134 individuals who are on the streets or in homeless shelters each night; and*

WHEREAS: *Both nationally and locally, approximately one-third of the homeless individuals have a serious mental illness; and*

WHEREAS: *Two trends are largely responsible for the rise in homelessness: a growing shortage of affordable rental housing and a simultaneous increase in poverty; and*

WHEREAS: *Research indicates in order to be effective in ending homelessness, communities will need to adopt evidence-based practices for services, treatment and prevention of homelessness and establish partnerships with federal agencies, state and local governments, and public and private agencies to reduce barriers to services and increase resources and funding; and*

WHEREAS: *Every year, public and private agencies observe HOMELESS AWARENESS WEEK to increase awareness and focus attention on the needs of homeless individuals and families; and*

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS *does hereby proclaim the week of November 11-15, 2003 as*

"NATIONAL HUNGER & HOMELESSNESS AWARENESS WEEK"

in Douglas County, Kansas, and ask all Douglas County residents to join us in working to improve public awareness and a better understanding of ways we can end homelessness.

ADOPTED *this 24th day of March, 2003.*

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

_____
Bob Johnson, Chairman

_____
Jere McElhaney, Member

_____
Charles Jones, Member

(1)(b)

DOUGLAS COUNTY

Administrative Services

MEMORANDUM

Board of County Commissioners

FROM: Pam Madl, Director

DATE: March 19, 2003

SUBJECT: Mileage Rate

It has been brought to our attention that the IRS has established the 2002 standard mileage rate to be 36.5¢. We have not updated our business mileage rate (34.5¢) for some time.

Attached is a resolution for your consideration raising the Douglas County mileage rate to 36.5¢. Thank you for your consideration.

pjm

832-5320 *pmadl@douglas-county.com* FAX 832-5320

RESOLUTION NO. 03-

A RESOLUTION CONCERNING REIMBURSEMENT OF COUNTY EMPLOYEES FOR THE USE OF THEIR PERSONAL MOTOR VEHICLES FOR COUNTY BUSINESS

WHEREAS, certain employees of Douglas County are required to use their personal motor vehicles in the performance of their official County duties; and

WHEREAS, the Commission wishes to continue its practice of reimbursing employees for such official vehicle use at the rate established by the Internal Revenue Service; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

Section 1. Douglas County employees who use their personal motor vehicles in performance of their official duties shall be reimbursed by the County at the rate of 36.5¢ per mile.

Section 2. This resolution shall take effect and be in force from and after March 24, 2003.

ADOPTED this 24th day of March, 2003.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

_____
Bob Johnson, Chairman

_____
Jere McElhaney, Member

ATTEST:

_____
Charles Jones, Member

_____
County Clerk

(1)(c)

Douglas County

Department of Public Works

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer KAB

Date : March 14, 2003

Re : County Engineer's Annual Report – 2002

Attached is the Annual Report for 2002 of work and funds expended upon township and county roads and bridges. This standardized report is required by K.S.A. 68-540. A copy is also sent to the State Transportation Engineer.

Please contact me if you have questions or require further information.

Action Required: None. This is provided for information only.

1242 Massachusetts Street, Lawrence, Kansas 66044-3350 / Fax No. (785) 841-0943
Telephone No. (785) 832-5293 / E-Mail dgcopubw@douglas-county.com

Attachment No. 3

STATE OF KANSAS

COVER SHEET
FOR
COUNTY ENGINEERS / ROAD SUPERVISORS
ANNUAL REPORT

2002

DOUGLAS COUNTY

This is a: COUNTY-UNIT SYSTEM ☐
COUNTY-TWP, SYSTEM ☒ (Check one)

Submitted by Kurt A. Browning Douglas County Engineer/~~Road Supervisor~~

Authorization

Volume 5, Section 68-540 and 68-541 of the Kansas Statutes annotated reads as follows:

68-540. Reports by county engineers or road supervisors. It shall be the duty of the county engineer or road supervisor to make a written report to the board of county commissioners of the work accomplished and funds expended upon all the roads and bridges for the current year, which shall close on the thirty-first day of December of each year. This report shall show which roads of the county and township system have been completed or partially completed, and credit to such roads shall be shown by him upon the county road plan not later than April 15, and a copy of the said report shall be immediately forwarded to the State Transportation Engineer upon standard forms.

68-541. Forms for accounts and reports. All forms and blanks necessary to secure uniformity of records and reports in the system herein provided shall be prescribed by the Secretary of Transportation.

D. O. T. Form No. 864-9
(Revised 3/01)

County Engineer's Annual Report

Summary

County:	DOUGLAS

Construction Costs	
Sub-total Page 1 (Form AR-II)	250 753
Sub-total Page 2 (Form AR-II)	839 706
Sub-total Page 3 (Form AR-II)	
Sub-total Page 4 (Form AR-II)	
Sub-total Page 5 (Form AR-II)	
Sub-total Page 6 (Form AR-II)	
Sub-total Page 7 (Form AR-II)	
Sub-total Page 8 (Form AR-II)	
Total Construction Costs	1 090 459

Maintenance Costs	
County	
Bridge (Form AR-IV)	92 752
Roadway (Form AR-IV)	1 601 271
Total County	1 694 023
Township	
Roadway-Total of Township Reports (Form AR-V)	
Total Townships	1 695 442
Total Maintenance Costs	3389 465

Overhead & Administration	
Total Overhead & Administration Costs	111 803

GRAND TOTAL OF COSTS	4591 727

DOUGLAS COUNTY

County Engineer's Annual Report

Grading, Surfacing and/or Structure Construction

(See Forms AR-IV & AR-V for Maintenance)

Identification							
Project Number	2002-6	2002-9	2002-16	0100-2227	98-18	99-13	
*Map Index Number	1	2	3	4	5	6	
FAS Route Number	RS 1375	RS 209	RS 1372	—	—	—	
Data							
Functional Classification	1	1	1	3	1	3	
Improvement Type	4	4	2	5	1	2	
AADT	900	1400	2600	100	1545	300	
Project Length (0.1 Miles)	2.0	5.0	3.2	0.1	0.5	0.1	
Roadway Width (0.1 Ft.)	26.0	24.0	36.0	24.0	26.0	24.0	
% Complete	100	100	0	100	0	90	
Non NHS LRSP Design Criteria (Y/N)	Y	Y	Y	Y	Y	Y	
Structure Number	—	—	—	0100 2227	—	—	
Structure Type	—	—	—	SCSPA	—	—	
Structure Length	—	—	—	5.5	—	—	
SI&A Form Submitted (Y/N)	—	—	—	N/A	—	—	
Construction Costs							**Total Column**
Grading (see note #2)	—	—	—	4406	—	21757	26163
Bridge (Structure) (see note #3)	—	—	—	3126	—	—	3126
Surfacing (see note #4)	113173	89215	—	—	—	—	202388
Signing	—	—	—	—	—	203	203
Eng. & Inspection	2207	2956	4913	99	6237	2075	18487
R/W (Including Fencing)	—	—	—	386	—	—	386
Utilities	—	—	—	—	—	—	—
Traffic Control	—	—	—	—	—	—	—
Construction Costs (Sub-total)	115380	92171	4913	8017	6237	24035	250753

Notes:
1) This form has been developed to record six construction projects and provide a sub-total for this page. Use additional pages as needed.
2) Grading Costs (include grading and structures less than 25 sq. ft. of waterway opening).
3) Structure Costs (include structures greater than 25 Sq. Ft. of waterway opening).
4) Surfacing Costs: Any project indicating a "Surfacing" costs is required to have a Form AR-III completed for that project.
5) Show each construction project on a county map by assigning a *Map Index No.
6) Work done by county should include materials, equipment rental and labor.
7) All costs indicated are actual county expenditures as of December 31.
8) See coding guide for additional instructions.

DOUGLAS COUNTY

County Engineer's Annual Report

Grading, Surfacing and/or Structure Construction

(See Forms AR-IV & AR-V for Maintenance)

Identification							
Project Number	23C-3472	23C-3688	23C-3689				
*Map Index Number	7	8	9				
FAS Route Number	RS 212	RS 215	RS 1372				
Data							
Functional Classification	1						
Improvement Type	2	1 / 2	2				
AADT	3400	4400	4200				
Project Length (0.1 Miles)	2.2	2.9	2.2				
Roadway Width (0.1 Ft.)	36.0	40.0	40.0				
% Complete	50	0	0				
Non NHS LRSP Design Criteria (Y/N)	Y	Y	Y				
Structure Number	000000000230170	—	—				
Structure Type	RCRF		—				
Structure Length	37.4		—				
bmitted (Y/N)	N		—				
Construction Costs							**Total Column**
Grading (see note #2)	112927	—					112 927
Bridge (Structure) (see note #3)	59 393	—					59 393
Surfacing (see note #4)	—	—					
Signing	1642	—	—				1642
Eng. & Inspection	30240	140266	59275				229 781
R/W (Including Fencing)	183 389	14 436	49				197 874
Utilities	235851	—	—				235851
Traffic Control	2238	—	—				2238
Construction Costs (Sub-total)	625 680	154702	59324				839 706

1) This form has been developed to record six construction projects and provide a sub-total for this page. Use additional pages as needed.

2) Grading Costs (include grading and structures less than 25 sq. ft. of waterway opening).

3) Structure Costs (include structures greater than 25 Sq. Ft. of waterway opening).

4) Surfacing Costs: Any project indicating a "Surfacing" costs is required to have a Form AR-III completed for that project.

5) Show each construction project on a county map by assigning a *Map Index No.

6) Work done by county should include materials, equipment rental and labor.

7) All costs indicated are actual county expenditures as of December 31.

8) See coding guide for additional instructions.

County Engineer's Annual Report

Surfacing Construction (Includes Base)

County: DOUGLAS

Identification	
Project No.	

Data	
Surface Length (0.1 Miles)	2.0
Surface Width (0.1 Feet)	26.0
Thickness (Inches)	2

Items	Tons	Cu. Yds.	Total
Single Bituminous Surface Treatment (Prime & Seal)			
Asphalt for Prime	N/A		N/A
Double Bituminous Surface Treatment			
Asphalt for Prime			
Asphalt for 1st Seal			
Cover Material for 1st Seal			
Asphalt for 2nd Seal			
Cover Material for 2nd Seal			
Subgrade Modification			
Additive:			
Aggregate Binder Base Course	N/A		
Bituminous Base / Surface Course BM2 SURFACE	3670		107348
Soil Cement:			
Thickness:	% Cement:		
Light Type Surfacing:			
Type:			
Other Surfacing (Specify Type)			
Type:			
Misc. Costs-Subsidiary Grading, Shouldering, Curb & Gutter, Etc	N/A		N/A
Type: EMULSIFIED ASPHALT (SS-1H) (FOR TACK)	3.3		825
Type: MOBILIZATION - LUMP SUM	N/A		1500
Type: TRAFFIC CONTROL - LUMP SUM	N/A		3500
Total Materials Used and Surfacing Costs	3673.3	N/A	113173

Notes:

1) Use seperate page for each surfacing project and transfer costs to Grading, Surfacing and/or Structure Construction (Form AR-II)

2) Refer to Supplement to Report Procedures (Attachment No. 1) for description of the difference between maintenance and construction activities for purposes of recording light-type surfacing and bituminous materials on this form.

3) All costs indicated are actual county expenditures as of December 31 and do not include Overhead/Administration. (The total amount indicated in the last line on this form should equal the amount shown on AR-II for the surfacing)

Note: This form will only be required if a construction project indicates an amount for surfacing. (Form AR-II)

County Engineer's Annual Report

Surfacing Construction (Includes Base)

County: DOUGLAS

Identification	
Project No.	2002-9
Map Index	2
Route No.	RS 209

Data	
Surface Length (0.1 Miles)	5.0
Surface Width (0.1 Feet)	24.0
Thickness (Inches)	1

Items	Tons	Cu. Yds.	Total
Single Bituminous Surface Treatment (Prime & Seal)			
Asphalt for Prime	—		—
Asphalt for Seal			—
	—	—	—
Double Bituminous Surface Treatment	—	—	—
Asphalt for Prime	—	—	—
Asphalt for 1st Seal	—	—	—
Cover Material for 1st Seal	—	—	—
Asphalt for 2nd Seal	—	—	—
Cover Material for 2nd Seal	—	—	—
Subgrade Modification			
Additive:	—	—	—
Aggregate Binder Base Course	—	—	—
Bituminous Base / Surface Course	—	—	—
Soil Cement:			
Thickness: % Cement:	—	—	—
Light Type Surfacing:			
Type:	—	—	—
Other Surfacing (Specify Type)			
Type: MOD. SLURRY SEAL - SEE BELOW**	878	—	78972
Misc. Costs-Subsidiary Grading, Shouldering, Curb & Gutter, Etc.			
Type: MOBILIZATION - LUMP SUM	—	—	5000
Type: TRAFFIC CONTROL - LUMP SUM	—	—	5000
Type: FLAGGER (SET)	—	—	243
Total Materials Used and Surfacing Costs	878	—	89215

** ITEM

ITEM	TONS	AMOUNT
AGG. FOR MOD SLURRY SEAL	774	46564
CSS-1H (MODIFIED)	95.5	31518
MINERAL FILLER	8.9	890
	878.4	78972

Notes:

1) Use seperate page for each surfacing project and transfer costs to Grading, Surfacing and/or Structure Construction (Form AR-II)

2) Refer to Supplement to Report Procedures (Attachment No. 1) for description of the difference between maintenance and construction activities for purposes of recording light-type surfacing and bituminous materials on this form.

3) All costs indicated are actual county expenditures as of December 31 and do not include Overhead/Administration. (The total amount indicated in the last line on this form should equal the amount shown on AR-II for the surfacing)

Note: This form will only be required if a construction project indicates an amount for surfacing. (Form AR-II)

Form: AR-III

DOUGLAS COUNTY

County Engineer's Annual Report

County Maintenance

County Maintenance-Roadway						
	Earth	Gravel	Bituminous	Concrete	Misc.	Total
Total Miles in County for each Road Surface Type		34.3	166.7	0.5		201.5
Maintenance Cost ($)						
Patrolling (Road Grading)		16 956				16 956
Shoulders & Ditches		8 274	73 780	189		82 243
Surface Material Replacement		86 730				86 730
Surface Patching			326 156			326 156
Surface Sealing			449 928			449 928
		6 088	31 419	75		37 582
		10 637	98 443	262		109 342
Weed & Brush Control		12 034	62 102	149		74 285
Traffic Control		9030	149 523	421		158 974
Other Maintenance Costs		4051	16 157	39	238 828	259 075
Total Roadway Costs		153 800	1 207 508	1135	238 828	1 601 271

County Maintenance - Bridge		
Type of Maintenance	Number of Bridges Requiring Each Type of Maintenance	Cost ($)
Deck Repair Costs		
Concrete Decks	13	26081
Wooden Decks	2	4012
Structural Repair Other than Deck	2	4012
Painting & Other Minor Maintenance	35	12 949
Replacing Washed Out Approaches	10	4020
Channel Maintenance	23	36 182
Traffic Service	6	5496
R/W & Fencing		
Engineering & Inspection		
Other Maintenance Costs		
Total Bridge Costs		92 752

1) Include all costs of material, equipment rental, fuel & labor etc. with each type of Maintenance
2) The word 'BRIDGE' identifies a structure having a clear span of more than twenty (20) feet, measured along the centerline of the road between the inside faces of the supports, and multiple-span structures where the sum of the individual clear spans plus the aggregate width of the intermediate support or supports is in excess of twenty (20) feet. A concrete overflow bridge or ford of forty (40) feet or more in length is considered a bridge.
3) Show the entire mileage of each surface type in the county.
4) Overhead & administration will not be included on this form. (Include on Summary form AR-I
5) All culverts located on township roads with a opening of twenty-five (25) Sq. Ft. or more will be identified as "County Culverts".
6) All costs indicated are actual county expenditures as of December 31.

Calendar Year: 2002

Form: AR-IV

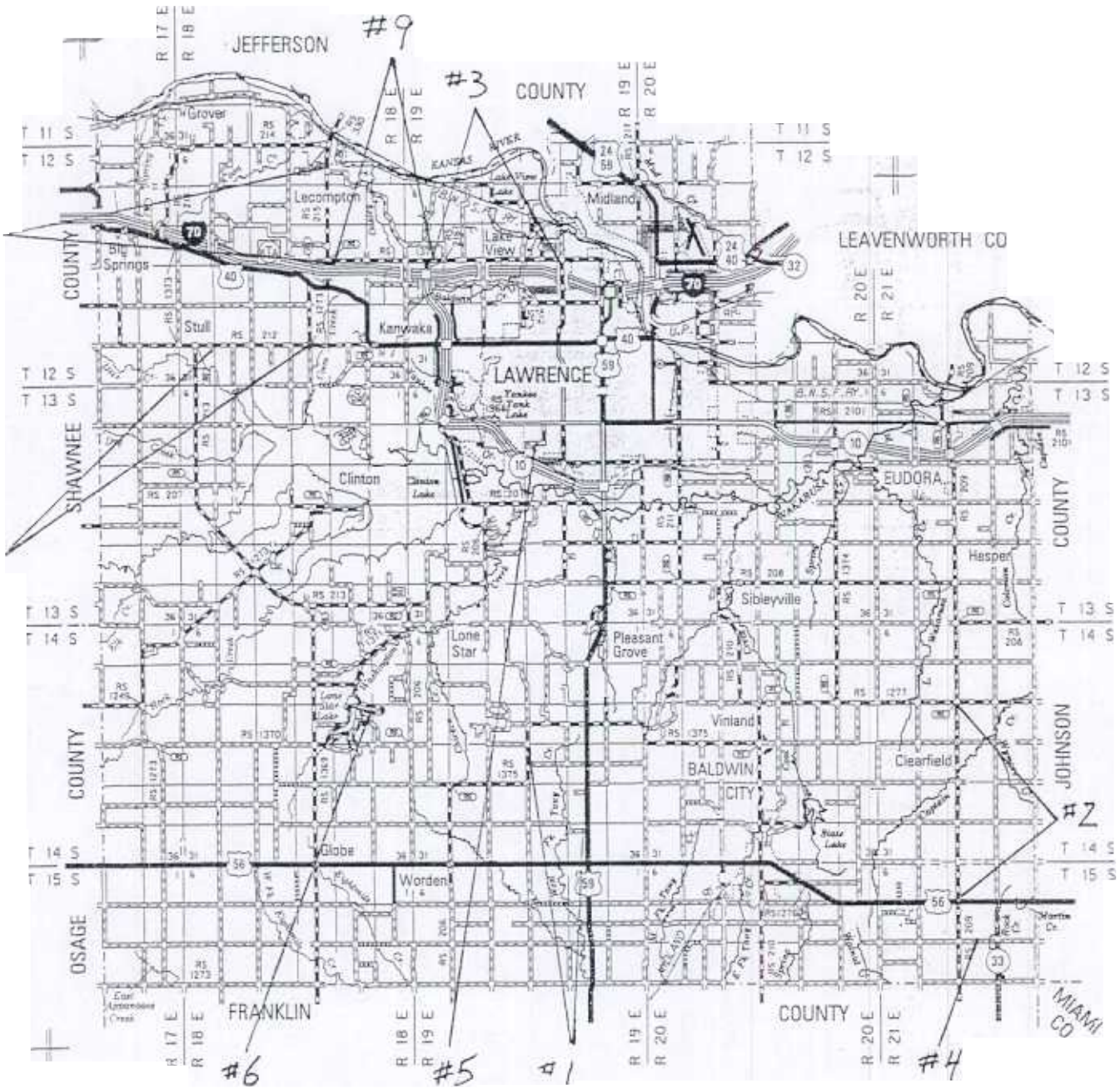
County Engineer's Annual Report

Township Maintenance Report

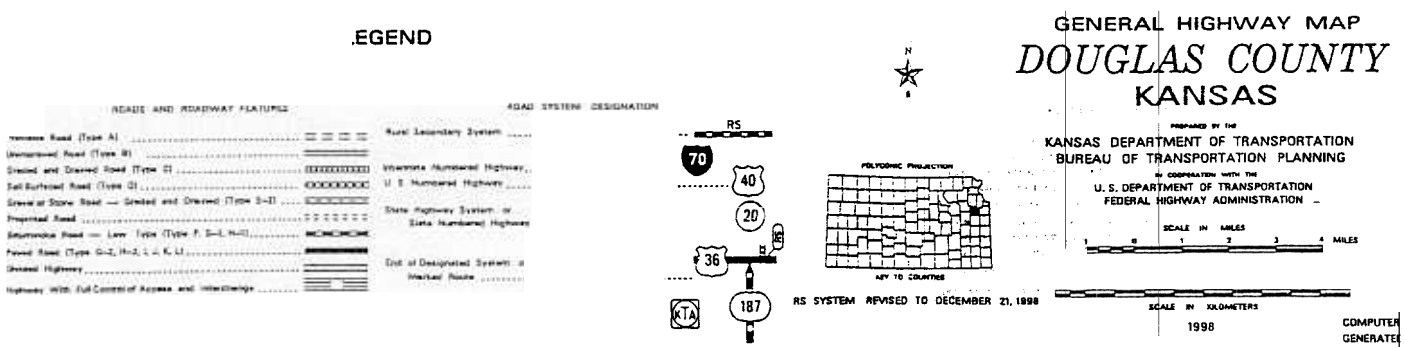
Township Maintenance-Rdway				Township: COMBINED (9 TWSPS)		
	Earth	Gravel	Bituminous	Concrete	Misc.	Total
Total Miles in Township for each Road Surface Type	——	528.9	34.7	——	——	563.6
Maintenance Cost						
Patrolling		263 548				263 548
Shoulders & Ditches		65 463	7 900			73 363
Surface Material Replacement		512 066	39 028			551 094
Surface Patching			25 860			25 860
Surface Sealing			31 521			31 521
Culverts (see notes)		84 918	10 376			95 294
Snow & Ice Removal			4 438			4 438
Weed & Brush Control		144 215	8 839			153 054
Traffic Service		2 709	339			3 048
Other Maintenance Costs		152 396	5 906		335 920	494 222
Total Costs		1 225 315	134 207		335 920	1 695 442

Notes

1) This form is to be transmitted by the County Engineer to each township, filled in by the township and returned to the County Engineer and is to be used in making the annual report. Include all costs of material, equipment rental and labor etc. with each type of Maintenance. Do not include overhead & administrative costs.
2) County - DO NOT submit individual township reports (summarize on blank AR-V and submit with total report).
3) All costs indicated are actual township expenditures as of December 31.
4) This form is not required for county unit counties.
5) All culverts on township roads with an opening of twenty-five (25) sq. ft. or more are "County Culverts." Townships - do not report.



JEFFERSON
COUNTY
LEAVENWORTH CO
SHAWNEE
COUNTY
OSAGE
COUNTY
FRANKLIN
COUNTY
JOHNSON
COUNTY
MIAMI CO
Grover
Lecompton
Midland
Lake View
Big Springs
Stull
Kanwaka
LAWRENCE
Clinton
EUDORA
Hesper
Sibleyville
Lone Star
Pleasant Grove
Vinland
BALDWIN CITY
Clearfield
Globe
Worden
KANSAS RIVER
#9
#3
#2
#6
#5
#1
#4



LEGEND
ROADS AND ROADWAY FEATURES
ROAD SYSTEM DESIGNATION
GENERAL HIGHWAY MAP
DOUGLAS COUNTY
KANSAS
PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
IN COOPERATION WITH THE
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
SCALE IN MILES
SCALE IN KILOMETERS
1998
COMPUTER GENERATED
RS SYSTEM REVISED TO DECEMBER 21, 1998

(1)(d

MEMORANDUM

To: County Commission

From: G. Craig Weinaug, County Administrator

Subject: Lone Star Skiing Dates for 2003

Date: March 19, 2003

It is recommended that skiing be allowed from May 26 thru July 19, 2003, from 10:00 a.m. until 9:00 p.m. on Tuesday, Wednesday, and Thursday of each week and also on the following dates:

May 26 (Mon -- Memorial Day)
Jun 1 (Sun)
Jun 7 (Sat)
Jun 16 (Sun)
Jun 21 (Sat)
Jun 29 (Sun)
Jul 5 (Sat)
Jul 13 (Sun)
Jul 19 (Sat)

That skiing be allowed from 10:00 a.m. until 8:00 p.m. on Tuesday, Wednesday, and Thursday of each week and also on the following dates:

Jul 27 (Sun)
Aug 2 (Sat)
Aug 10 (Sun)
Aug 16 (Sat)
Aug 24 (Sun)
Aug 30 (Sat)
Sep 1 (Mon Labor Day)

That skiing be allowed from 10:00 a.m. until 6:00 p.m. on the following dates:

Sep 6 (Sat)
Sep 14 (Sun)
Sep 20 (Sat)

GCW:jlc

(1)(d)

DOUGLAS COUNTY
Administrative Services

MEMORANDUM

TO: Board of County Commissioners

FROM: Pam Madl, Director

DATE: March 12, 2003

SUBJECT: Door Entry System

We have the opportunity at the JLE Building to "piggy-back" off of a door entry system implemented by the City of Lawrence Police Department. This system involves the installation of a card swipe devices which can be selectively programmed at the south, north, and east doors of the JLE Building. We have received a quote in the amount of $22,571 from CI^3 Integrators.

At the conclusion of the installation of these devices, the security committee recommends that the only public entrance be the west doors. This means that only individuals with an access card could enter through the other door(s). The cards will be issued by the Sheriff's Department.

Recommended motion: Waive the Douglas County Purchasing Policy and authorize a contract not to exceed $23,000 for the installation of the door entry system for the JLE Building.

pjm

832-5320 *pmadl@douglas-county.com* FAX 832-5320

(2)

PUBLIC HEARING ITEM:

ITEM NO. 6: CONDITIONAL USE PERMIT FOR COMMUNICATIONS TOWER; E. 1450 ROAD AND N. 1800 ROAD. (SLD)

GENERAL INFORMATION

CUP-10-10-02: Conditional Use Permit request for a Verizon tower location at the corner of E 1450 Road and N 1800 Road. Requested by Verizon Wireless for Emil W. Heck Jr. & Bette Q. Heck, property owners of record. *Deferred by applicant from November's Planning Commission meeting.*

Current Zoning and Land Use:	A (Agricultural District), existing agricultural use including rural residence.
Surrounding Zoning and Land Use:	A (Agricultural District) unincorporated parcels to the north and west; agricultural uses.
	RS-1 (Single-Family Residence District) and VC (Valley Channel) to the south, Riverfront Park.
	I-1 (Limited Industrial District); Railroad right-of-way and existing county warehouse/industrial uses.

I. ZONING AND USES OF PROPERTY NEARBY

Staff Finding –The surrounding properties to the north and west are zoned for agricultural purposes. The property is bounded on the east by the railroad right-of-way and the riverfront area to the south.

II. CHARACTER OF THE AREA

Staff Finding – The subject property is located within an existing agricultural neighborhood. The area includes scattered rural residences and a bed and breakfast facility to the north. A public park is located to the south of the subject property.

III. SUITABILITY OF SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

Staff Finding – The suitability of the subject property for its current "A (Agricultural District)" zoning will not be altered by the approval or denial of a CUP for the construction of a tower. The location of a tower facility in a non-residential area or agricultural district is preferred. Towers are a permitted use in this district subject to the approval of a CUP.

IV. EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

Staff Finding – **Horizon 2020** does not directly address the issue of special or conditional uses. The plan provides basic guidance regarding major infrastructure improvements and urges that such uses be carefully planned and provided. The provision of such services should be focused in existing service areas to address growth. Additionally, placement and visual appearance are a key consideration in creating compatibility.

Site Summary	
Gross Area:	119.714 acres (parent parcel)
Tower Enclosure Area:	100' x 100' (10,000 SF lease area)
Access Easements:	Extended from N. 1800 Road
Building:	11' x 30' equipment building
Future Buildings:	2 pad sites for future carriers -- unspecified size

Review Comments from Other Departments/ Agencies

County Public Works:

1. Provide written legal description of site.
2. Site appears to be located differently on sheet 1 of 1 (topographic/boundary survey) than on overall site plan.
3. Entrance will require permit from Grant Township.

County Zoning: No comments provided

County Health Department: No comments provided

Natural Resources: No comments provided

Grant Township: No comments provided

Grant Township Fire: No comments provided

Douglas County – Kaw Drainage District: No comments provided

Rural Water District 13: No comments provided

Westar: Provide utility easement for access to structure.

Greeley Gas: No comments provided

Southwestern Bell:

1. Need 120 days minimum to provide service.
2. Corp of Engineers permit required.
3. Depending on location may need KDOT, Railroad and County permit for access.
4. Need UE to get from right-of-way to site.

PROFESSIONAL STAFF RECOMMENDATION: Planning Staff recommends approval of the Conditional Use Permit for a 120' communication tower and forwarding of it to the County Commission with a recommendation for approval, based upon the findings of fact presented in the body of the staff report subject to the following conditions:

1. Provision of a revised site plan to include the following:
   a. A note which states: "Any tower that is not in use for a period of three continuous years, or more, shall be removed by the owner at the owner's expense. Failure to remove the tower pursuant to non-use may result in removal and assessment of cost to the property pursuant to K.S.A. 12-6a17."
   b. A note which states: "The tower owner and/or operator shall submit a letter to the Planning Office by July 1st of each year listing the current users and types of antenna located on the approved tower. (Letter should include reference to the CUP number and legal description.)
   c. Minimal lighting at the base shall be reviewed and approved by staff. Any lighting of the enclosure area shall be directed downward and shielded to prevent glare and light trespass.
   d. A sign shall be posted on the tower or the exterior fence around the base of the tower noting the name and telephone number of the tower owner and operator."
2. Provision of a copy of the approved Corps of Engineer's permit prior to the release of the site plan to the Zoning Administrator; and
3. Approval of the driveway entrance by the township board.

I-4-04

RECEIVED
NOV 1 8 2002
City County Planning Office
Lawrence, Kansas

Patty Boyer
1927 E. 1300 Rd.
Lawrence, Ks. 66044

Lawrence-Douglas County Metropolitan Commission
Sixth and Massachusetts Street
Lawrence, Ks. 66044

Dear County Commission,

I am writing to oppose the granting of CUP-10-10-02.....conditional Use Permit for a Verizon Tower located at East 1450 Rd. and 1800 Rd.

I have lived in this part of the Kaw River valley for 22 years and enjoy the relative peace and quiet and uncluttered skyline very much. Having said that, I must mention the few distractions we do have to live with out here. The KPL power plant is across the river from us with its railroad track, increased train traffic and lights; there is a double track on this side of the river that has increased its capacity to 125 trains/day; the Lawrence Airport has expanded and has installed many strobe lights on its property and increased its air traffic considerably and traffic on Highway 24 and I70 has gotten alot heavier. Even if you put aside the general increase in noise, the huge increase in lights brought on by all of this is undeniable.

All of this came about little bit by little bit and I would like to stop this "little bit" of clutter called the Verizon Tower. The river valley is a broad, flat expanse with little or no trees or other visual obstructions. This makes any addition to it more than a little bit of clutter. I would like to see this tower go up in a different location - not in the river valley.

Thank you for your consideration,

Patty Boyer

Patty Boyer

ITEM NO. 6: CONDITIONAL USE PERMIT FOR VERIZON TOWER; CORNER OF E 1450 ROAD AND N 1800 ROAD (SLD)

CUP-10-10-02: Conditional Use Permit request for a Verizon tower location at the corner of E 1450 Road and N 1800 Road. Requested by Verizon Wireless for Emil W. Heck Jr. & Bette Q. Heck, property owners of record. *Deferred by applicant from November's Planning Commission meeting.*

STAFF PRESENTATION
Ms. Day introduced the Item, noting that – contrary to several other wireless tower applications – Staff had gotten no public phone calls or written communications regarding this request.

APPLICANT PRESENTATION
Bob Herlihy spoke on behalf of the applicant, describing the area surrounding this proposed connector site. He explained why the copyright logo, noted by Comm. Burress at the Study Session, remained on documents included in the applicant's submittal package. The applicant understood the information would become public record and had no problem with removing the copyright.

PUBLIC HEARING
No member of the public spoke on this Item.

CLOSING COMMENTS
The applicant and Staff had no additional comments.

draft

ACTION TAKEN
Motioned by Comm. Durflinger and seconded to approve the Conditional Use Permit for a 120' communications tower at the corner of E. 1450 Road and N. 1800 Road and forward it to the County Commission with a recommendation for approval, based on the findings of fact as presented in the body of the Staff Report and subject to the following conditions:

1. Provision of a revised site plan to include the following:
    a. A note which states: "Any tower that is not in use for a period of three continuous years, or more, shall be removed by the owner at the owner's expense. Failure to remove the tower pursuant to non-use may result in removal and assessment of cost to the property pursuant to K.S.A. 12-6a17."
    b. A note which states: "The tower owner and/or operator shall submit a letter to the Planning Office by July 1st of each year listing the current users and types of antenna located on the approved tower. (Letter should include reference to the CUP number and legal description.)
    c. Minimal lighting at the base shall be reviewed and approved by staff. Any lighting of the enclosure area shall be directed downward and shielded to prevent glare and light trespass.
    d. A sign shall be posted on the tower or the exterior fence around the base of the tower noting the name and telephone number of the tower owner and operator."
2. Provision of a copy of the approved Corps of Engineer's permit prior to the release of the site plan to the Zoning Administrator; and
3. Approval of the driveway entrance by the township board.

Motion carried unanimously, 9-0, with Student Comm. Morrell also voting in favor of the motion.

Motioned by Comm. Schachter and seconded to extend the meeting 30 minutes. Motion carried 5-4, with Comm. Durflinger, Haase, Lawson and Angino voting in opposition and Student Comm. Morrell voting in favor of the motion.

Comm. Durflinger left at 11:00 p.m.

The Commission agreed to consider Items 9 & 13, tabling all remaining Items, 7, 8, 11, 12 and 14 until the meeting extension, March 5, 2003, 6:30 p.m. at the Douglas County Courthouse.

Meeting reconvened at 6:35 p.m., March 5, 2003 at the Douglas County Courthouse.
New speakers were affirmed.

Draft

OFFICE OF THE

GLENN R. "Rick" TRAPP
SHERIFF

SHERIFF

KEN M. McGOVERN
UNDERSHERIFF

111 EAST 11th
LAWRENCE, KANSAS 66044
PHONE: (785) 841-0007 • FAX: (785) 841-5168

MEMORANDUM
March 20, 2003

Douglas County Commissioners

FROM: Glenn R. "Rick" Trapp, Sheriff

Mobile Data Contract with Motorola

Attached is a photocopy of the Mobile Data Contracts I am seeking authorization to enter into with Motorola. The contracts have been reviewed by the County Counselor's Office and found to be legal and in compliance with Douglas County Policy.

The contracts are the result of extensive negotiations with Motorola that have resulted in substantial savings. Approval and execution of these contracts will enable us to order the equipment necessary to implement the Mobile Data System. Upon execution of the contracts, the Federal Government is prepared to wire the Sheriff's Office the initial installment of grant funding.

I respectfully request the Commission to authorize the execution of the originals of the attached copies of the contracts.

Thank you.

GRT/sep

Craig Weinaug, County Administrator

Attachments

Communications System Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 85 Harristown Road, Glen Rock, New Jersey 07452 and Douglas County Sheriff's Office, Kansas ("Customer"), having a place of business at 111 E. 11th Street, Lawrence, Kansas 66044, enter into this Communications System Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through E will be resolved in the order in which they are listed below.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Payment Schedule"
Exhibit C	"Technical and Implementation Documents"
Exhibit D	Motorola's Proposal, dated November 25, 2002

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the Equipment List.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola owns.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, and services combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Motorola and Customer will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3. TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance or expiration of the warranty period as set forth in Section 9, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date of this Agreement, Customer may order additional Equipment or Software provided it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed.

3.5. MAINTENANCE SERVICE. During the warranty period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the ESS Statement of Work and the Software Subscription Agreement. Such services and support are included in the Contract Price. After the warranty period, Customer may purchase maintenance services for the Equipment by executing the applicable iSolutions Service Agreement and extended support for the Motorola Software by executing a new Software Subscription Agreement.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement (other than software development kits, if applicable, which have separate software license agreements). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola reserves the right to substitute any Equipment, Software, or services to be provided by Motorola, but only if the substitute meets the

specifications and is of equivalent or better quality and value to the Customer. Any such substitution will be reflected in a change order.

Section 4 PERFORMANCE SCHEDULE

Motorola and Customer agree to perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with performance of this Agreement. No notice to proceed, purchase order, authorization or resolution, or other action is required for the performance of this Agreement to begin.

Section 5 PAYMENT OF CONTRACT PRICE

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $442,730.08. A pricing summary may be included with the Payment Schedule. Motorola will submit to Customer invoices according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

5.2. OVERDUE INVOICES. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Motorola and added to the invoices. Title to the Equipment will pass to Customer upon delivery, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and the like; and (iii) access to the work sites identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiency or non-conformity with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If Motorola or Customer determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, Motorola and Customer will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order.

Section 7 TRAINING

If Motorola is providing Customer training under this Agreement, it will be described in a written training plan that is part of the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola is entitled to recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. After completion of the Acceptance Tests, if Customer believes that the System fails the Acceptance Tests , Customer will provide to Motorola a written notice that includes the specific details of such failure. If Customer fails to provide to Motorola such notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer may not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which Motorola will not unreasonably withhold. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4 FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance and when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform consistently with the System design and functionality specifications contained in the Statement of Work in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola attached to or used in connection with the System or for reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) Customer changes to load usage or configuration outside the specifications; or (v) any acts of parties who are beyond Motorola's control.

9.2. EQUIPMENT WARRANTY. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months

after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after delivery of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the delivery of the Motorola Software.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (vi) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vii) Equipment that has had the serial number removed or made illegible; (viii) batteries (because they carry their own separate limited warranty); (ix) freight costs to ship Equipment to the repair depot; (x) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (xi) normal or customary wear and tear.

9.5. WARRANTY CLAIMS. Before the expiration of the warranty period, Customer must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. EXCUSABLE DELAYS. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If the Performance Schedule is delayed because of Customer (including any of its other contractors), (i) Customer will make the promised payments as if no delay occurred; and (ii) the parties will execute a change order to extend the Performance Schedule and, if requested by Motorola, compensate Motorola for all reasonable charges incurred because of such delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

11.1. SETTLEMENT PREFERRED. Motorola and Customer will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Motorola and Customer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Motorola and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

11.2. LITIGATION. Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above in Section 11.1.shall then be submitted by either party to a court of competent jurisdiction in the state in which the System is installed. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful; or (ii) interim relief from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors.

Section 12 DEFAULT AND TERMINATION

12.1. DEFAULT BY MOTOROLA. If Motorola fails to achieve System Acceptance in accordance with this Agreement or otherwise breaches a material obligation under this Agreement, Customer may consider Motorola to be in default, unless Customer or a Force Majeure causes such failure. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

12.2. DEFAULT BY CUSTOMER. If Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, or otherwise breaches a material obligation under this Agreement, Motorola may consider Customer to be in default, unless Motorola or a Force Majeure causes such failure. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan. Motorola may stop work upon a material default by Customer.

12.3. FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Sections 12.1 or 12.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 15.1). If Customer is the non-

defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer agrees to use its best efforts to mitigate such costs and to provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Motorola prompt, written notice of any such claim or suit. Customer shall cooperate with Motorola in its defense or settlement of such claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

Section 14 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty,

negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15. CONFIDENTIAL INFORMATION

15.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

15.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

15.2.1. Motorola owns and retains all of its Proprietary Rights (as defined in Section 2) in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

15.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by Customer except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

16.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

16.3. SUBCONTRACTING. Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

16.4 WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.5. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

16.6. INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

16.7. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

16.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

16.9. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

16.10. NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.
Attn: Susanne Glazbrook
1301 E. Algonquin Rd., IL02-SH5D
Schaumburg, IL 60196
Fax: (847) 576-4596

Douglas County Sheriff's Office
Attn: Lieutenant Steve Rector
111 E. 11th Street
Lawrence, KS 66044
Fax: (785) 841-5168

16.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

16.13. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 3.6 and 3.7 (concerning Software licensing); Section 11 (Disputes); Section 14 (Limitation of Liability); 15.1 (Confidential Information); and 15.2 (Preservation of Motorola's Proprietary Rights).

The parties hereby enter into this Agreement as of the Effective Date.

Motorola, Inc.

By: _____

Name: William P. Ridenour

Title: MCEI Vice president

Date: 3/19/03

Customer

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTS & COMPLIANCE APPROVED SG

Software License Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector ("Motorola" or "Licensor") or Printrak International, Incorporated, a Motorola company ("Printrak" or "Licensor"), and Douglas County Sheriff's Office, Kansas ("Licensee"), hereby enter into this Software License Agreement ("Agreement"). Motorola and Printrak are each authorized to execute this Agreement on behalf of the other. For good and valuable consideration, the parties agree as follows:

Section 1 SCOPE

Licensor will provide proprietary software and/or radio communications, computer, or other electronic products ("Products") containing embedded or pre-loaded proprietary software to Licensee. All such software that is owned by Motorola or Printrak is referred to as "Software." Product and Software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." This Agreement contains the terms and conditions pursuant to which Licensor will license, and Licensee may use, the Software and Documentation.

Section 2 GRANT OF LICENSE

Licensor hereby grants to Licensee a personal, non-transferable (except as permitted in Section 8 below), limited, and non-exclusive license under Licensor's applicable proprietary rights to use the Software and related Documentation for the purposes for which they were designed and in accordance with the terms and conditions of this Agreement. The license granted authorizes Licensee to use the Software only in object code format and does not grant any rights to source code.

Section 3 LIMITATIONS ON USE

3.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Licensee may not for any reason modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code, create derivative works from, adapt, translate, merge with other software, copy, reproduce, distribute, or export any Software or permit or encourage any third party to do so, except that Licensee may make one copy of Software provided by Licensor to be used solely for archival, back-up, or disaster recovery purposes. Licensee must reproduce all copyright and trademark notices on all copies of the Software and Documentation.

3.2. Licensee may not copy onto or transfer Software installed in one Product device onto another device. Notwithstanding the preceding sentence, Licensee may temporarily transfer Software installed on one device onto another if the original device is inoperable or malfunctioning, provided that Licensee provides written notice to Licensor of such temporary transfer and such temporary transfer is discontinued when the original device is returned to operation. Upon Licensor's written request, Licensee must provide to Licensor a written list of all Product devices in which the Software is installed and being used by Licensee.

3.3. Concerning Motorola's Radio Service Software ("RSS"), if applicable, Licensee must purchase a copy for each location at which Licensee uses RSS. Licensee's use of RSS at an authorized location does not entitle Licensee to use or access the RSS remotely. Licensee may make one additional copy for each computer owned or controlled by Licensee at each such location. Upon Licensor's written request, Licensee must provide to Licensor a written list of all locations where Licensee uses or intends to use RSS.

Section 4 OWNERSHIP AND TITLE

Title to all copies of Software will not pass to Licensee at any time but remains vested exclusively in Licensor. Licensor owns and retains all of its proprietary rights in any form concerning the Software and Documentation, including all rights in patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, and other intellectual properties (including any corrections, bug fixes, enhancements, updates, or modifications to or derivative works from the Software whether made by Licensor or another party). Nothing in this Agreement is intended to restrict the proprietary rights of Licensor or to grant by implication or estoppel any proprietary rights. All intellectual property developed, originated, or prepared by Licensor in connection with providing to Licensee Software, Products, or related services remain vested exclusively in Licensor, and this Agreement does not grant to Licensee any shared development rights of intellectual property. This Agreement does not involve any software that is a "work made for hire."

Section 5 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Licensor's valuable proprietary and confidential information and trade secrets. Licensee will take necessary and appropriate precautions to maintain and guard the confidentiality of the Software and Documentation, using at least the same degree of care that Licensee applies to its own confidential information but not less than reasonable care. Precautions will include informing Licensee's employees and agents who are authorized to use the Software and Documentation that such information is confidential and may not to be disclosed to others. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Licensor. Licensee will limit access to the Software and Documentation to Licensee's employees and agents who need to know and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 6 LIMITED WARRANTY

6.1. The warranty period for the Software will commence upon shipment and will continue for 120 days unless Licensor has agreed to a different warranty period in a separate agreement that has been mutually executed by Licensor and Licensee, in which case the warranty period will be as stated in such agreement subject to the remainder of this Section 6.1. The 1 year warranty period set forth in the Communications System Agreement at Section 9.3 will apply to software purchased as part of a Communications System. For Integration Framework software products, Printrak's Law Records Management System software products and Printrak's Premier CAD SE™ software products, the warranty period shall commence as stated in the applicable agreement and will continue for 120 days. For Printrak Printrak's LiveScan software products, the warranty period shall commence as stated in the applicable agreement and will continue for 90 days. For Software that is application software that is provided on a per unit basis, the warranty period for subsequent units licensed is the remainder (if any) of the initial warranty period or, if the initial warranty period has expired, the remainder (if any) of the term of the applicable Software Maintenance and Support Agreement.

6.2. During the applicable warranty period, Licensor warrants that the unmodified Software, when used properly and in accordance with this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the system. Whether such defect occurs will be determined solely with reference to the Documentation. For Software involving radio frequency systems and Products, the primary functionality of a voice communication system is subscriber-to-subscriber, subscriber-to-dispatcher, and dispatcher-to-subscriber voice communication; and the primary functionality of a data communication system is point-to-point data transmission. Licensor does not warrant that Licensee's use of the Software or Products will be uninterrupted or error-free or that the Software or the Products will meet Licensee's particular requirements.

6.3. Before the expiration of the applicable warranty period, Licensee must notify Licensor in writing if the Software does not conform to this warranty. Upon receipt of such notice, Licensor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Licensor will (at its option and at no additional charge to Licensee) repair the defect, replace the defective Software with the same or equivalent software, or refund the price of the defective Software or individual Product in which the Software is embedded or for which it was provided. Such action will be the full extent of Licensor's liability and Licensee's sole remedy for a breach of this warranty. If the investigation indicates the warranty claim is not valid, then Licensor may invoice Licensee for responding to the claim on a time and materials basis using Licensor's current labor rates.

6.4. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TRANSACTION COVERED BY THIS AGREEMENT IS A LICENSE AND NOT A SALE OF GOODS; THEREFORE, IT IS NOT COVERED BY THE UNIFORM COMMERCIAL CODE.

Section 7 LIMITATION OF LIABILITY

EXCEPT FOR PERSONAL INJURY OR DEATH, LICENSOR'S TOTAL LIAIBLITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILTY IN TORT, OR OTHERWISE, WILL BE LIMITED TO LICENSEE'S DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED THE PRICE FOR THE SOFTWARE, THE PRODUCTS PROVIDED BY LICENSOR IN WHICH THE SOFTWARE IS EMBEDDED OR INSTALLED, OR THE SERVICES SPECIFICALLY RELATED TO THE SOFTWARE WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT LICENSOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE SALE OR USE OF ANY SOFTWARE OR PRODUCTS. This Limitation of Liability provision will survive the termination of this Agreement. Licensee must bring any action under this Agreement within one (1) year after the cause of action arises.

Section 8 TRANSFERS

Licensee may not transfer Software to any third party without Licensor's prior written consent, which consent may be withheld in Licensor's reasonable discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Notwithstanding the preceding sentence, if Licensee transfers ownership of radio Products to a third party, Licensee may assign its rights to use the Software (other than Radio Service Software and Motorola's FLASHport® Software) embedded in or furnished for use with those radio Products; provided that Licensee transfers all copies of such Software and the related Documentation to the transferee, and the transferee executes a transfer form to be provided by Licensor upon request (which form obligates the transferee to be bound by this Agreement).

Section 9 TERM AND TERMINATION

Licensee's right to use the Software will begin when this Agreement is mutually executed by both parties and will continue in perpetuity unless Licensee breaches this Agreement, in which case it shall be terminated immediately without notice by Licensor. In addition to termination, Licensor shall be entitled to all available remedies at law or in equity (including immediate injunctive relief without proving damages and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government). Licensee acknowledges that its breach of this Agreement will result in irreparable harm to Licensor for which monetary damages would be inadequate. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Licensor that

all copies of the Software and Documentation have been returned to Licensor or destroyed and are no longer in use by Licensee.

Section 10 NOTICES

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), and shall be effective upon receipt. Change of address must be in writing to the other party.

Licensee
Attn: Lieutenant Steve Rector
Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Fax: (785) 841-5168

Licensor
Attn: Susanne Glazbrook
Motorola, Inc.
1301 E. Algonquin Road, IL02-SH5D
Schaumburg, IL 60196
Fax (847) 576-4596

Section 11 UNITED STATES GOVERNMENT LICENSING PROVISIONS

In the event that the Licensee is the United States Government or a United States Government agency, then the provisions of this section also apply. Use, duplication or disclosure of the Software and associated documentation under Licensor's copyrights and/or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless being provided to the Department of Defense. If being provided to the Department of Defense, use, duplication, or disclosure of Software and associated documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. Software and associated documentation may or may not include a Restricted Rights notice, or other notice referring specifically to the terms and conditions of this Agreement. The terms and conditions of this Agreement shall each continue to apply, but only to the extent that such terms and conditions are not inconsistent with the rights provided to the Licensee under the aforementioned provisions of the FAR or DFARS, as applicable to the particular procuring agency and procurement transaction.

Section 12 GENERAL

12.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption that public disclosure of the Software or any trade secrets associated with the Software has occurred.

12.2. COMPLIANCE WITH LAWS. Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Licensor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the Unites States Government, or any agency thereof, at the time of such action, requires an export license or other governmental approval. Violation of this provision shall be a material breach of this Agreement, permitting immediate termination by Licensor.

12.3. WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

12.4. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.5. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

12.6. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

12.7. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

Licensor	Licensee
By: William P. Ridenour	By: _____
Name: William P. Ridenour	Name:
Title: MCEI Vice president	Title: _____
Date: 3/19/03	Date: _____

CONTRACTS & COMPLIANCE APPROVED

Exhibit B

Payment Schedule

The total contract price is **$442,730.08**. Except for the first payment, which is due when Customer executes this Agreement, Customer agrees to make payments to Motorola within thirty (30) days after the date of invoices that will be submitted by Motorola according to the following payment schedule:

$110,682.52 upon award for mobilization;

$177,518.45 upon delivery to a designated site;

$88,119.60 upon completion of installation at the designated site;

$22,136.50 upon conditional acceptance or start of beneficial use; and

$44,273.01 upon acceptance of the system

(5)

Douglas County

Department of Public Works

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer KAB

Date : March 17, 2003

Re : Approval of Resolution Extending 40 mph Speed Limit at Stull

In anticipation of the completion of the Route 442 improvements, the entire section of Route 442 between Stull and US-40 highway has been studied to determine appropriate permanent traffic control signing. As part of that study, it has been determined that the existing 40 mph speed zone in the town of Stull should be extended 380 feet to the east.

The study concluded that the transition area between the existing 40 mph and 55 mph speed zones coincides with the roadway location where eastbound stopping sight distance is less than adequate for 55 mph. The attached resolution extends the 40 mph speed zone to include the section of roadway with restricted sight distance. This extension of the speed zone will also encompass the eastern most residence in Stull, and should convey to drivers a more defined transition line between speed limits.

Action Required: Approval of the attached resolution extending the existing 40 mph speed zone on Route 442 at Stull 380 feet to the east.

1242 Massachusetts Street, Lawrence, Kansas 66044-3350 / Fax No. (785) 841-0943
Telephone No. (785) 832-5293 / E-Mail dgcopubw@douglas-county.com

RESOLUTION NO _____

A RESOLUTION ESTABLISHING A 40 MILES PER HOUR MAXIMUM SPEED LIMIT ON A PORTION OF DOUGLAS COUNTY ROUTE NO. 442 NEAR STULL, AND RESCINDING DOUGLAS COUNTY RESOLUTION NO. 93-43

WHEREAS, pursuant to K.S.A. 8-1560(h), local authorities who have jurisdiction over county or township highways may determine the proper maximum speed for such county or township highways and shall declare a reasonable and safe maximum speed limit thereon; and,

WHEREAS, Douglas County is the local authority having jurisdiction over the following described county highway, to-wit:

> that portion of Douglas County Route No. 442, also known as N. 1600 Road or Stull Road, described as: commencing at the west intersection with Douglas County Route No. 1023, also known as E. 200 Road, thence easterly a distance of 600 feet to the point of beginning, thence easterly a distance of 1,670 feet to the east intersection with Douglas County Route No. 1023, also known as E. 250 Road, thence continuing easterly 1,050 feet and terminating at said point; and,

WHEREAS, the western most 2,340 feet of the above described county highway has a maximum speed limit of 40 miles per hour, as set by Douglas County Resolution No. 93-43; and,

WHEREAS, the eastern most 380 feet of the above described county highway has a maximum speed limit of 55 miles per hour, as set by K.S.A. 8-1558(a)(3); and,

WHEREAS, Douglas County Public Works has investigated the above described county highway and recommends that a maximum speed limit of 40 miles per hour be established for the entire portion; and,

WHEREAS, the Board of County Commissioners has determined that 40 miles per hour is a reasonable and safe maximum speed limit for the above described county highway.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that 40 miles per hour is hereby declared to be a reasonable and safe maximum speed limit for the above described county highway; and,

BE IT FURTHER RESOLVED, that Douglas County Resolution No. 93-43, dated August 25, 1993, is hereby rescinded.

This speed limit shall become effective when appropriate signs giving notice thereof are erected upon the above described county highway.

ADOPTED this _____ day of_____, 2003.

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

_____
Bob Johnson, Chairman

ATTEST:

_____
Jere McElhaney, Member

_____
County Clerk

_____
Charles Jones, Member

Douglas County

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Agent
Division of Purchasing

SUBJECT: Copier Solution

DATE: March 18, 2003

In providing you history of our copier acquisitions, the county purchased twenty-five (25) copiers in 1998. When the new Jail and Zoning opened in 1999, six (6) more copiers were purchased. As a result of the renovation an additional six (6) copiers were added on a month-month rental to address immediate needs. Maintenance on our thirty-one (31) copiers has expired, and been continued on a month-month basis. Since we became centralized in 1990 the county has purchased and leased copiers. Both types of contracts have included a service agreement which furnishes all supplies except paper.

Funds were allocated in 2003 to acquire new copiers for the six (6) copiers we added during renovation, as well as, copiers that have high volumes and are experiencing increased mechanical problems. Due to recent budget cuts for this expenditure, we have been exploring options to address both equipment needs and the budget shortfall.

The attached table reflects options for a 12-month lease/rental. As you can see, Logan Business has provided a competitive solution to provide equipment and maintenance of eleven (11) copiers at a cost per copy (CPC) rate of .02 and .024. Savin Corporation and Century United are the two suppliers authorized for sales and service of Savin equipment (our existing copiers). Century United provided the lowest CPC rate (.0096), and is willing to continue servicing our existing copiers. Our estimated annual cost for twelve months would be $38,081 ($24,119 + $13,962). This cost is based on current and estimated volumes.

The Law Library and Community Corrections will be utilizing the 12-month rental agreement. Funding for these two copiers would be from another source, and are not reflected in the estimated annual cost.

Prior to the 12-month rental agreement ending, we intend to solicit proposals for a longer term solution. I will be available at the meeting (or before) to answer any questions you may have.

SUGGESTED MOTION: The Board of County Commissioners authorizes a 12-month rental of eleven (11) copiers (including maintenance) with Logan Business, and maintenance of our existing equipment with Century United at a CPC rate of .0096.

	LOGAN BUSINESS MACHINES	SAVIN CORPORATION	KYOCERTA MITA	CENTURY UNITED	IMAGISTICS
	12 Month Rental	**12 Month Rental**	**12 Month Lease FMV**	**12 Month Lease**	**12 Month Lease FMV**
Equipment Proposed	8 - 2545 3 - 2518	7 - 2545 1 - 2535 3 - 2518	7 - 2545 3 - 2518	8 - 2545 3 - 2518	8 - 2545 3 - 2520
Monthly Equipment Cost	Included in CPC	$1,846.00	$7,495.00	$7,445.63	$6,912.31
Annual Equipment Cost	**Included in Maintenance CPC**	**$22,152.00**	**$89,940.00**	**$89,347.56 + 5% security pmt. of $4,318.82**	**$82,947.72**
Maintenance Cost (11) - New	$24,119.00 (1,107,108 @ .02; 82,368 @ .024)	$9,300.00 (1,107,108 @ .0075; 82,368 @.012)	$10,110.50	$11,656.87 (1,189,476 @ .0098)	$9,515.81 (1,189,476 @ .008)
Maintenance Cost (26) - Existing	NA	* $13,090.00 (1,454,400 @.009)	NA	$13,962.24 (1,454,400 @ .0096)	NA
Annual Maintenance Cost	**$24,119.00** **(excludes existing)**	**$22,390.00**	**$10,110.50** **(excludes existing)**	**$25,619.11**	**$9,515.81** **(excludes existing)**
Combined Annual Cost	**$24,119.00** **(excludes existing equip. maintenance)**	**$44,542.00**	**$100,050.50** **(excludes existing equip. maintenance)**	**$119,285.49**	**$92,463.53**

Savin's annual maintenance cost on twenty-six existing copiers would increase to $17,453 (1,454,400 @ .012 CPC) if the county selected another supplier for the 12 month rental/lease.