



**Board of Riley County
Commissioners
Regular Meeting
Agenda
February 27, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

9:30 AM

[District 1 – John Ford, Member](#)

[District 2 – Greg McKinley, Chair](#)

[District 3 – Kathryn Focke, Vice Chair](#)

9:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Fence View Order - Vandahl & Chaffee
4. Bid Recommendation - Terra Heights Lagoon Shore Stabilization
5. Notice to Township Board - Cereal Malt Beverage License for Britt's Farm
6. Sign a Tax Roll Corrections
7. Sign Riley County Employee Action Form(s)
8. Discuss County Officials Luncheon

Review Minutes

9. Board of Riley County Commissioners - Regular Meeting - Feb 24, 2025 8:30 AM

Review Tentative Agenda

10. Tentative Agenda

Press Conference Topics

11. Discuss Press Conference

10:00 AM

John Ellermann, Public Works Director/County Engineer

12. Elevator Modernization Project

10:10 AM

Bryant Parker, Counselor/Director of Administrative Services

13. Administrative Work Session

10:30 AM

Vivienne Leyva, PIO

14. Consideration of Contract for ADA Compliance Software

10:45 AM

John Ellermann, Public Works Director/County Engineer

15. Courthouse Plaza East Window Replacement Bid Award

11:00 AM

Barry Wilkerson, Attorney

16. Staff update

11:15 AM

Evan McMillan, Assistant County Engineer

17. University Park Bond payment

11:25 AM

Kaylyn Speth, WIC Supervisor

18. Request to Fill - WIC Clerk

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Fence View Order

Bryant Parker
Counselor/Director of Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Jacob Hansen, Deputy County Counselor

MEETING: February 27, 2025

SUBJECT: Fence View Order - Vandahl & Chaffee

PRESENTER: Jacob Hansen, Deputy County Counselor

DISCUSSION

The fence view order was signed by the Commission last week Thursday, but a typographical error was found. We have corrected the error and are submitting the updated order for signature.

POSSIBLE MOTION(S)

1. Move to approve
2. Move to deny
3. Move to modify

Enclosures:

- Fence View Order Vandahl Chaffee - 2.25.25 (DOCX)
- Exhibit 1 (PDF)

ORDER ASSIGNING PARTITION FENCE RESPONSIBILITY

WHEREAS, on October 4, 2024, pursuant to a written application filed by Shirley J. Vandahl, landowner, the Riley County Commissioners, in their capacity as fence viewers, viewed the partition fence line between the real property of Shirley J. Vandahl (hereinafter, parcel “A”) and the real property of John Chaffee (hereinafter, parcel “B”); and

WHEREAS, attached hereto and incorporated by reference is “Exhibit 1,” an aerial photo showing the relative locations of parcels “A,” “B” and the partition fence line in controversy, approximately one-half mile in length between the two parcels; and

WHEREAS, parcel “A” (Vandahl) is located generally west of the above-described partition fence, and the legal description for the relevant portion of parcel “A” is contained within a deed filed with the Riley County Register of Deeds at Book 798, Page 4954, as:

The East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter, Section 13, Township 8, Range 4, Riley County, Kansas; and

WHEREAS, parcel “B” (Chaffee) is located generally east of the above-described partition fence and the legal description for the relevant portion of parcel “B” is contained within a deed filed with the Riley County Register of Deeds at Book 844, Page 8080, as:

The Southeast Quarter (SE1/4) of Section Thirteen (13), Township Eight (8) South, Range Four (4) East of the 6th P.M., in Riley County, Kansas, LESS

tracts conveyed to the State of Kansas for highway purposes, as recorded in Book 321, Pages 434 and 571, and LESS tract deeded to Dennis Bletcher and Julia Bletcher, husband and wife, as set forth in Warranty Deed recorded in Book 384, Page 247, all in the office of the Register of Deeds of Riley County, Kansas; Subject to easements and rights of way of record; and

WHEREAS, reasonable notice of this view was given to the owners of parcels “A” and “B” prior to an October 4, 2024 viewing, and the parties were thereafter given an opportunity to present their respective positions at a public hearing before the fence viewers, scheduled for February 3, 2025; and

WHEREAS, during the February 3, 2025 hearing by the fence viewers, the owners of parcels “A” and “B” agreed between themselves that the partition fence between the subject properties as described above would be maintained by the owners one-half each, with the owners of parcel “A” responsible for maintaining the south ½ and the owners of parcel “B” responsible for maintaining the north ½ of such partition fence; and

WHEREAS, K.S.A. 29-304 authorizes the fence viewers, to assign to each adjoining land owner(s) an equal share or part of a partition fence that each is to keep up and maintain in good repair.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, SITTING AS FENCE VIEWERS PURSUANT TO K.S.A. 29-304, hereby find as follows:

1. That the assignment of responsibility for the upkeep, maintenance and repair of the partition fence line described above shall be as follows:
 - a. The owners of parcel “A,” are hereby assigned responsibility for the upkeep, maintenance and repair of the South one-half of such partition fence.
 - b. The owners of parcel “B,” are hereby assigned responsibility for the upkeep, maintenance and repair of the North one-half of such partition fence.
 - c. Either owner may maintain their respective portion of the fence on the western or eastern side of the partition fence which includes, among other things, a hedgerow.
2. That the partition fence described above shall be maintained and kept in at least as good a condition and state of repair as is required by Kansas law.

This Assignment shall be recorded by the Register of Deeds of Riley County, Kansas, pursuant to K.S.A. 29-304.

ORDERED this 27th day of February, 2025.

**BOARD RILEY COUNTY COMMISSIONERS,
SITTING AS FENCE VIEWERS, pursuant to
K.S.A. 29-201**

Greg McKinley, Chairman

Kathryn Focke, Vice Chairwoman

John Ford, Member

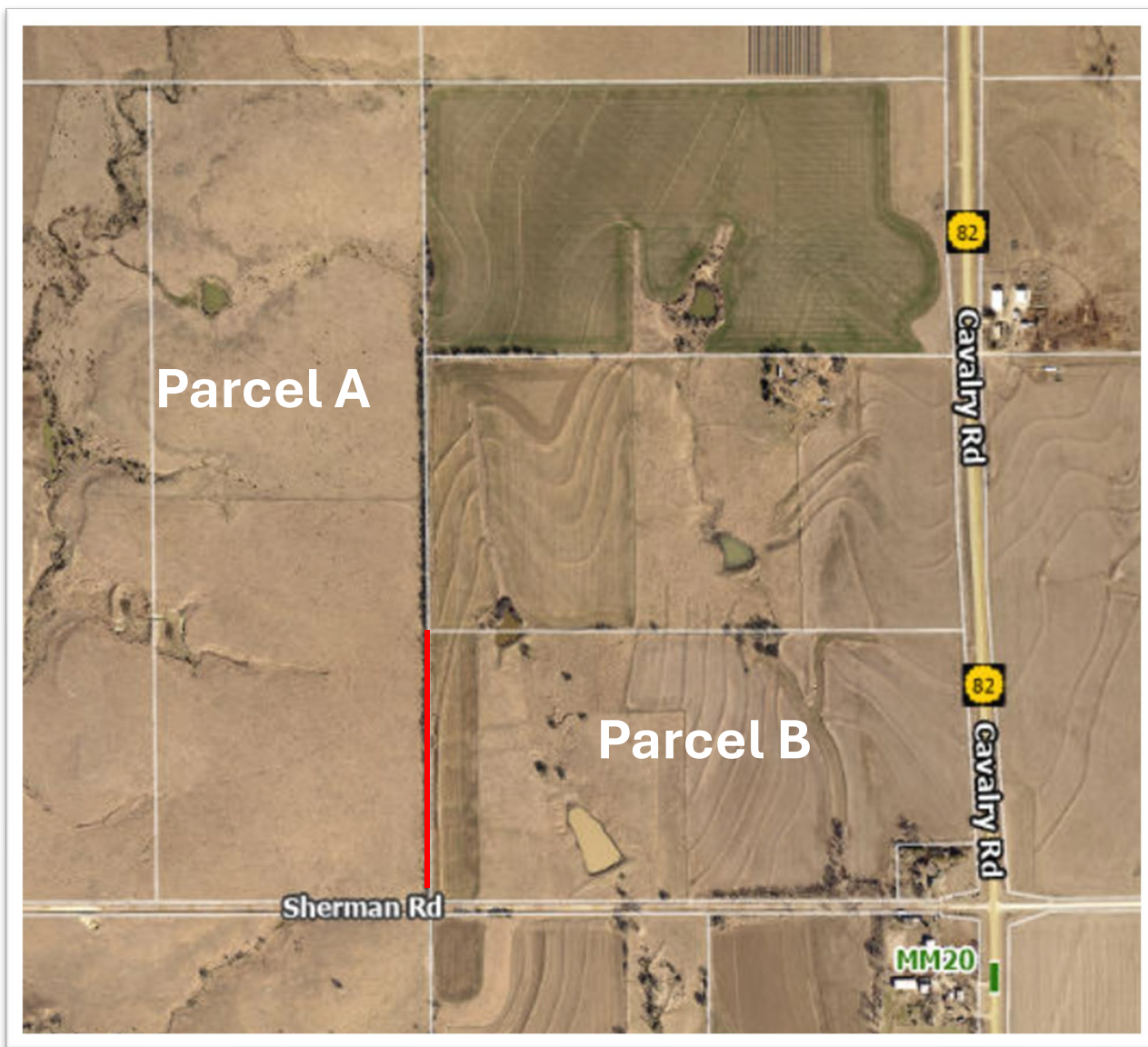
ATTEST:

(seal)

Rich Vargo, County Clerk

Attachment: Fence View Order Vandahl Chaffee - 2.25.25 (15507 : Vandahl Fence View Order)

Vandahl – Chaffee Fence View



Attachment: Exhibit 1 (15507 : Vandahl Fence View Order)

Exhibit 1



PUBLIC WORKS
Recommendations

John Ellermann
Public Works Director/County
Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: February 27, 2025

SUBJECT: Bid Recommendation - Terra Heights Lagoon Shore Stabilization

PRESENTER: Evan McMillan, Public Works Assistant Director/ County Engineer

BACKGROUND

The Terra Heights Sewer Benefit District's Lagoon, is beginning to show signs of erosion along the banks of the lagoon. Continued erosion of the dikes will result in inconsistent slopes along the dike, making it much riskier if not unfeasible for mowing the banks and other maintenance tasks. Additional erosion will also result in more material washing into the lagoon itself, thus reducing the systems sewage storage capacity. .

DISCUSSION

In efforts to resolve the erosion currently visible and reduce any future erosion, Public Works recommends reshaping the eroded dikes and installing 6" ditch liner (shore stabilization) in accordance with KDHE standards. It is worth noting the erosion has been mentioned in previous inspections, with recommendation that erosion control measures be taken for the system.

FISCAL IMPACT

The total estimate of the rock to be purchased is approximately \$25,000.00, please see attached bid tab, which does not include transportation of material and labor for installation. Project costs will be paid for out of the Terra Heights Benefit District Capital, which has ample funding available for the project.

Recommendation

Move to approve the staff recommendation for Bayer Construction Co. to supply the 6" lagoon ditch liner.

Move to deny.

Move to table.

Enclosures:

- Ditch Liner 2025 - Plan Holders and Bid Tab (XLSX)

Bid Tabulation Sheet

Riley County Public Works
Ditch Liner for Lagoon Shore Stabilization

Date: 9:20 am Thursday, January 30, 2025

			Bayer Construction Co., Inc. Attn: Kelly Briggs, COO P.O. Box 889 Manhattan, KS 66505-0889		Hamm, Inc. 609 Perry Place Perry KS 66073	
<u>Item #</u>	<u>Quantity</u>	<u>Description of Items</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	800	D50=5" ditch liner for Lagoon shore stabilization Delivered	\$ 38.55	\$ 30,840.00	\$53.00	\$ 42,400.00
			TOTAL BID	\$ 30,840.00	TOTAL BID	\$ 42,400.00
<u>Item #</u>	<u>Quantity</u>	<u>Description of Items</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	800	D50=5" ditch liner for Lagoon shore stabilization NOT Delivered	\$ 31.00	\$ 24,800.00	\$35.00	\$ 28,000.00
			TOTAL BID	\$ 24,800.00	TOTAL BID	\$ 28,000.00
			RCPW Staff Recommends			

Attachment: Ditch Liner 2025 - Plan Holders and Bid Tab (15495 : Bid Recommendation - Terra Heights



**COUNTY CLERK &
ELECTIONS**
License

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Carley Harris, Administrative Analyst-Levy

MEETING: February 27, 2025

SUBJECT: Notice to Township Board - Cereal Malt Beverage License for Britt's Farm

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to sign the Notice to Township Board - Cereal Malt Beverage License for Britt's Farm (1000 S. Scenic Drive).

Move to deny

Enclosures:

- Notice to Township Board Britts Farm (PDF)

Form B-375—NOTICE TO TOWNSHIP CLERK — Cereal Malt Beverage License.

The board of county commissioners in any county shall not issue a license without giving the clerk of the township board in the township where the applicant desires to locate, written notice by registered mail, of the filing of such application.

NOTICE TO TOWNSHIP BOARD

State of Kansas, Riley County, ss.

To the Township Clerk, _____ Ogden _____ Townships, in said County:

This is to notify the members of you Township Board that an application has been filed with the County Commissioners
by _____ Britt's Farm _____ for a license to sell cereal malt beverages at retail
in said Township, at _____ 1000 S Scenic Dr Manhattan KS 66503 _____

Such sales* _____ to be broken case lots.

The Township Board may within ten (10) days file advisory recommendations as to the granting of such license and such advisory recommendations shall be considered by said Board of County Commissioners before such license is
Issued—K.S.A 41-2702.

Done by the Board of County Commissioners, this _____ 27th _____ day of _____ February _____ 2025

Attest:

Chairman

(Seal) _____
County Clerk

*if sales are in original and unbroken case lots, insert to work "not before "to be in broken case lots"

Attachment: Notice to Township Board Britts Farm (15503 : Notice to Township Board Cereal Malt



**COUNTY CLERK &
ELECTIONS**
Tax Roll Correction

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Joe Godown
MEETING: February 27, 2025
SUBJECT: Sign a Tax Roll Corrections
PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to approve the Tax Roll Corrections.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 02-27-25 tax roll corrections (PDF)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID MCGA0026
Owner ID MCGA0026

Control # 2025000084

Tax Year 2024
Tract # WC23001

MCGANN, CORY
HANNA MCGANN
7203 NEEF DR

CAMA # 167-36-0-00-02-003-00-0-01

NEEF ADDN
LOT 1

TU 120 Wildcat Township
Parcel 3660
USD 378

Property Address 7203 NEEF DR

MANHATTAN, KS 66503-9725

APPRAISER SECTION (Value)

2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RR	15250	232690	247940
—	—	—	—
—	—	—	—
—	—	—	—
Total	15250	232690	247940

Assessed Prior to Correction:

RR			
RR	1754	26759	28513
—	—	—	—
—	—	—	—
—	—	—	—
Total	1754	26759	28513
SB41	8625	—	—

Appraised After Correction:

CL	Land	Imp	Total
RR	15250	196450	211700
—	—	—	—
—	—	—	—
—	—	—	—
Total	15250	196450	211700

Assessed After Correction:

RR			
RR	1754	22592	24346
—	—	—	—
—	—	—	—
—	—	—	—
Total	1754	22592	24346
SB41	8625	—	—

Net Change
36240-

36240-

Net Change
4167-

Total 4167-
SB41

CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 116.13200	Gen Tax	3311.28
	SB41 \$	172.50
SB41 Tax Dollars		3138.78

Tax After Correction:

Levy 116.13200	Gen Tax	2827.36
	SB41 \$	172.50
SB41 Tax Dollars		2654.86

Net Change

483.92-

172.50

483.92-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

4167-

Applicable Mill Levy

116.13200

Net Change in Levied Tax Dollars

483.92-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 21842

Comments PUP Adjustment Per Appraiser

Net Change in SB41 Exemption

Net Change in Total Tax Dollars

483.92-

Owner MCGA0026

MCGANN, CORY

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24 1

6.a

Taxpayer ID BANK0146
Owner ID BOOH0004

Control # 2025000089

Tax Year 2024
Tract # RI32006

BOOHER, TRISHA

CAMA # 151-02-0-10-11-001-03-0-01

WAYNE DAVIS ADDITION
BLK 1, LOT 6

121 N NOBLE ST

TU 7 Riley City
Parcel 4080

RILEY, KS 66531-9600

USD 378

Property Address 121 N NOBLE ST

APPRAISER SECTION (Value)

2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	9120	328790	337910

Total	9120	328790	337910
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Assessed Prior to Correction:

RU			
RU	1049	37811	38860

Total	1049	37811	38860
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SB41	8625
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Appraised After Correction:

CL	Land	Imp	Total
RU	9120	255880	265000

Total	9120	255880	265000
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Assessed After Correction:

RU			
RU	1049	29426	30475

Total	1049	29426	30475
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SB41	8625
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Net Change	72910-
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72910-

Net Change

8385-

Total	8385-
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SB41

CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy	165.19500	Gen Tax	6419.48
SB41 \$		172.50	
SB41 Tax Dollars		6246.98	

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Tax After Correction:

Levy	165.19500	Gen Tax	5034.32
SB41 \$		172.50	
SB41 Tax Dollars		4861.82	

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Net Change

1385.16-

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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	165.19500
Net Change in Levied Tax Dollars	1385.16-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 6816

Comments PUP Adjustment Per Appraiser

Owner BOOH0004
BOOHER, TRISHA

Net Change in Total Tax Dollars	1385.16-
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By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID STEW0102
Owner ID STEW0102

Control # 2025000090

Tax Year 2024
Tract # RI00026J1

STEWART, ELIZABETH S
JUSTIN ELI BARNARD
PO BOX 72

CAMA # 151-01-0-20-12-008-00-0-01

RILEY CITY
BLK 8 LOTS 10 11 12

TU 7 Riley City
Parcel 470
USD 378

Property Address 311 N REMMELE ST

RILEY, KS 66531-0072

APPRAISER SECTION (Value) 2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	8650	54330	62980

Total	8650	54330	62980
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CL	Land	Imp	Total
RU	995	6248	7243

Total	995	6248	7243
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SB41	7243		
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Appraised After Correction:

CL	Land	Imp	Total
RU	8650	26530	35180

Total	8650	26530	35180
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CL	Land	Imp	Total
RU	995	3051	4046

Total	995	3051	4046
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SB41	4046		
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Net Change	27800-
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Net Change	3197-
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Total	3197-
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SB41	3197-
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CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy	Gen Tax	SB41 \$	Total
165.19500	1196.52	144.86	1051.66

SB41 Tax Dollars	1051.66
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Tax After Correction:

Levy	Gen Tax	SB41 \$	Total
165.19500	668.38	80.92	587.46

SB41 Tax Dollars	587.46
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Net Change

Net Change	528.14-
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Net Change	63.94-
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Net Change	464.20-
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

3197-

Applicable Mill Levy

165.19500

Net Change in Levied Tax Dollars

528.14-

Net Change in SB41 Exemption

63.94-

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 28594

Comments PUP Adjustment Per Appraiser

Net Change in Total Tax Dollars

464.20-

Owner STEW0102

STEWART, ELIZABETH S

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID WILL0215
Owner ID WILL0215

Control # 2025000091

Tax Year 2024
Tract # 263040

WILLIAMS, LAURENCE D ET UX

CAMA # 211-11-0-40-02-006-00-0-01

GASLIGHT ADDN REPLAT
LOT 40

1409 BEECHWOOD CIR

TU 2 Manhattan City

Parcel 72340

MANHATTAN, KS 66502-7478

USD 383

Property Address 1409 BEECHWOOD CIR

APPRAISER SECTION (Value)

2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	40890	210310	251200

Total	40890	210310	251200
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Assessed Prior to Correction:

RU	4702	24186	28888
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Total	4702	24186	28888
SB41	8625		

Appraised After Correction:

CL	Land	Imp	Total
RU	40890	206310	247200

Total	40890	206310	247200
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Assessed After Correction:

RU	4702	23726	28428
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Total	4702	23726	28428
SB41	8625		

Net Change	4000-
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Net Change	4000-
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Net Change	460-
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Total	460-
SB41	

CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 152.66600	Gen Tax	4410.22
	SB41 \$	172.50
SB41 Tax Dollars		4237.72

Tax After Correction:

Levy 152.66600	Gen Tax	4340.00
	SB41 \$	172.50
SB41 Tax Dollars		4167.50

Net Change	70.22-
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Net Change	70.22-
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

460-

Applicable Mill Levy

152.66600

Net Change in Levied Tax Dollars

70.22-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 31403

Comments PUP Adjustment Per Appraiser

Owner WILL0215

WILLIAMS, LAURENCE D ET UX

Net Change in Total Tax Dollars

70.22-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID BAIL0086
Owner ID BAIL0086

Control # 2025000085

Tax Year 2024
Tract # RI00039A1

BAILEY, RYAN
SARAH BAILEY
2209 17TH RD

CAMA # 151-01-0-20-16-001-00-0-01

RILEY CITY
BLK 14 LOTS 1 2 3

TU 7 Riley City
Parcel 800
USD 378

FRANKFORT, KS 66427-8654

Property Address 215 E WALNUT ST

APPRAISER SECTION (Value)

2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	9000	113720	122720

—	—	—	—
—	—	—	—
—	—	—	—

Total	9000	113720	122720
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Assessed Prior to Correction:

RU	1035	13078	14113
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—	—	—	—
—	—	—	—
—	—	—	—

Total	1035	13078	14113
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SB41	8625	—	—
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Appraised After Correction:

CL	Land	Imp	Total
RU	9000	24250	33250

—	—	—	—
—	—	—	—
—	—	—	—

Total	9000	24250	33250
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Assessed After Correction:

RU	1035	2789	3824
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—	—	—	—
—	—	—	—
—	—	—	—

Total	1035	2789	3824
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SB41	3824	—	—
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Net Change	89470-
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—	—
—	—
—	—

89470-	—
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Net Change

10289-	—
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—	—
—	—
—	—

Total	10289-
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SB41	4801-
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CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 165.19500	Gen Tax	2331.40
	SB41 \$	172.50

SB41 Tax Dollars		2158.90
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Tax After Correction:

Levy 165.19500	Gen Tax	631.72
	SB41 \$	76.48

SB41 Tax Dollars		555.24
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Net Change

1699.68-	—
96.02-	—

1603.66-	—
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TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	165.19500
Net Change in Levied Tax Dollars	1699.68-

Net Change in SB41 Exemption	96.02-
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Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 824

Comments PUP Adjustment Per Appraiser

—	—
—	—
—	—

Net Change in Total Tax Dollars	1603.66-
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Owner BAIL0086
BAILEY, RYAN

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID BAIL0086
Owner ID BAIL0086

Control # 2025000086

Tax Year 2024
Tract # RI00042

BAILEY, RYAN
SARAH BAILEY
2209 17TH RD

CAMA # 151-01-0-20-16-002-00-0-01

RILEY CITY
BLK 14 LOTS 27 28 29
30

TU 7 Riley City
Parcel 870
USD 378

FRANKFORT, KS 66427-8654

Property Address 228 N BILLINGS ST

APPRAISER SECTION (Value) 2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	9510	79460	88970

Total	9510	79460	88970
-------	------	-------	-------

Assessed Prior to Correction:

RU	1094	9138	10232
----	------	------	-------

Total	1094	9138	10232
-------	------	------	-------

SB41	8625
------	------

Appraised After Correction:

CL	Land	Imp	Total
RU	9510	47190	56700

Total	9510	47190	56700
-------	------	-------	-------

Assessed After Correction:

RU	1094	5427	6521
----	------	------	------

Total	1094	5427	6521
-------	------	------	------

SB41	6521
------	------

Net Change	32270-
------------	--------

Net Change	32270-
------------	--------

Net Change	3711-
------------	-------

Total	3711-
-------	-------

SB41	2104-
------	-------

CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 165.19500	Gen Tax	1690.28
	SB41 \$	172.50

SB41 Tax Dollars	1517.78
------------------	---------

Tax After Correction:

Levy 165.19500	Gen Tax	1077.24
	SB41 \$	130.42

SB41 Tax Dollars	946.82
------------------	--------

Net Change

Net Change	613.04-
------------	---------

Net Change	42.08-
------------	--------

Net Change	570.96-
------------	---------

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	165.19500
Net Change in Levied Tax Dollars	613.04-

Net Change in SB41 Exemption	42.08-
------------------------------	--------

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 825

Comments PUP Adjustment Per Appraiser

Owner BAIL0086

BAILEY, RYAN

Net Change in Total Tax Dollars	570.96-
---------------------------------	---------

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24 14

6.a

Taxpayer ID CRUM0024
Owner ID CRUM0024

Control # 2025000087

Tax Year 2024
Tract # OC00030

CRUMPTON, JEFFRY
CONNIE CRUMPTON
PO BOX 758

CAMA # 251-01-0-40-07-004-00-0-01

OGDEN CITY

BLK 9 LOTS 9 10 E2

LOT 11

TU 5 Ogden City
Parcel 470

OGDEN, KS 66517-0758

USD 383

Property Address 218 16TH ST

APPRAISER SECTION (Value)

2025/02/24 JGODOWN

APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	8850	121940	130790

Appraised After Correction:

CL	Land	Imp	Total
RU	8850	117240	126090

Net Change
4700-

Total	8850	121940	130790
-------	------	--------	--------

Total	8850	117240	126090
-------	------	--------	--------

4700-

Assessed Prior to Correction:

RU			
	1018	14023	15041

Assessed After Correction:

RU			
	1018	13483	14501

Net Change

540-

Total	1018	14023	15041
-------	------	-------	-------

Total	1018	13483	14501
-------	------	-------	-------

Total	540-
-------	------

SB41	8625
------	------

SB41	8625
------	------

SB41	
------	--

CLERK SECTION (Tax)

2025/02/24 JGODOWN

ORDER PRINTED

Tax Prior to Correction:

Levy	Gen Tax	SB41 \$	
147.50000			2218.56
			172.50
SB41 Tax Dollars			2046.06

Tax After Correction:

Levy	Gen Tax	SB41 \$	
147.50000			2138.90
			172.50
SB41 Tax Dollars			1966.40

Net Change

79.66-
79.66-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

540-

Applicable Mill Levy

147.50000

Net Change in Levied Tax Dollars

79.66-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST

Rate 7.00%

Tax Statement # 12978

Comments PUP Adjustment Per Appraiser

Owner CRUM0024

CRUMPTON, JEFFRY

Net Change in Total Tax Dollars

79.66-

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)

TAX ROLL CORRECTION
REAL ESTATE

Printed by JGODOWN 2025/02/24

6.a

Taxpayer ID BANK0146
Owner ID LIYO0002

Control # 2025000088

Tax Year 2024
Tract # 868031

LI, YONGHUI
WENTING QIAN
3551 EVERETT DR

CAMA # 212-03-0-10-04-007-00-0-01

GRAND MERE VANESTA
#1 LOT 31

MANHATTAN, KS 66503-7607

TU 2 Manhattan City
Parcel 282692
USD 383

Property Address 3551 EVERETT DR

APPRAISER SECTION (Value)

2025/02/24 JGODOWN APPROVED

Appraised Prior to Correction:

CL	Land	Imp	Total
RU	35400	449190	484590

Total	35400	449190	484590
-------	-------	--------	--------

Assessed Prior to Correction:

RU	4071	51657	55728
----	------	-------	-------

Total	4071	51657	55728
SB41	8625		

Appraised After Correction:

CL	Land	Imp	Total
RU	35400	434550	469950

Total	35400	434550	469950
-------	-------	--------	--------

Assessed After Correction:

RU	4071	49973	54044
----	------	-------	-------

Total	4071	49973	54044
SB41	8625		

Net Change
14640-

Net Change
1684-

Total
SB41 1684-

CLERK SECTION (Tax)

2025/02/24 JGODOWN ORDER PRINTED

Tax Prior to Correction:

Levy 152.66600	Gen Tax	8507.78
	SB41 \$	172.50
SB41 Tax Dollars		8335.28

Tax After Correction:

Levy 152.66600	Gen Tax	8250.68
	SB41 \$	172.50
SB41 Tax Dollars		8078.18

Net Change
257.10-
257.10-

TREASURER SECTION (Summary)

Net Change in Assessed Value
(no SB41 influence)

Applicable Mill Levy	152.66600
Net Change in Levied Tax Dollars	257.10-

Net Change in SB41 Exemption

Type of Correction DECREASE

Correction Code TP TAX PROTEST Rate 7.00%

Tax Statement # 5836

Comments PUP Adjustment Per Appraiser

Owner LIYO0002
LI, YONGHUI

Net Change in Total Tax Dollars	257.10-
---------------------------------	---------

By order of the Board of County Commissioners of RILEY COUNTY, Kansas.
(Per K.S.A. 1475, 1701, 1701a, and 1702)

(Date)

Approved by Commission:

Attest by County Clerk:

Attachment: 02-27-25 tax roll corrections (15504 : Tax Roll Corrections)



**COUNTY CLERK &
ELECTIONS**
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: February 27, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-02 Fire DHuff EAF (DOCX)
- 2025-02 Fire AWilken-Garcia EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Donavan Huff**Status Change Date:** 02/21/2025**Status Change:** New Hire**Date of Hire:** 02/26/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183- Fire District #1/ 183- Fire District #1**Supervisor:** Jake Konrardy**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-02 Fire DHuff EAF (15500 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Alfanso Wilken-Garcia**Status Change Date:** 02/25/2025**Status Change:** New Hire**Date of Hire:** 03/12/2025**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter**Position Type:** As Needed**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183- Fire District #1/ 183- Fire District #1**Supervisor:** Jake Konrardy**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-02 Fire A Wilken-Garcia EAF (15500 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 03, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

[District 2 – Greg McKinley, Chair](#)

[District 3 – Kathryn Focke, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Alvin Perez, Public Works Operations and Fleet Manager

2. Bid opening for corrugated metal pipe

9:30 AM

Press Conference

3. RCPD Update - Scott Hajek and Mark French (3-5 minutes)
4. Downtown Manhattan update - Gina Snyder (3-5 minutes)
5. Severe Weather Preparedness Week - Laurie Harrison (2 minutes)

10:00 AM

Russel Stukey, Emergency Management Director

6. Staff update

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 03-03-25 tentative agenda (15456 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
March 06, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Member](#)

[District 2 – Greg McKinley, Chair](#)

[District 3 – Kathryn Focke, Vice Chair](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Intergovernmental Luncheon
2. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Cory Meyer, IT/GIS Director

3. Staff update

9:15 AM

Gavin Schmidt, BHS Director of Business Development

4. A specific RHID project

9:30 AM

Anna Burson, Appraiser

5. Staff update

9:45 AM

Brittany Phillips, Budget and Finance Officer

6. Budget Calendar

10:00 AM

Amanda Webb, Planning/Special Projects Director

7. Staff update

10:15 AM

Bryant Parker, Counselor/Director of Administrative Services

8. Administrative Work Session

Attachment: 03-06-25 tentative agenda (15456 : Tentative Agenda)

- 10:30 AM** **Danielle Dulin, Manhattan City Manager**
9. Manhattan City General Update
- 11:00 AM** **Brittany Phillips, Budget and Finance Officer**
10. Aid to Local SF26 Grant Submission
- 11:20 AM** **Pat Collins, Bala Township Clerk**
11. Township discussion about county unit

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 03-06-25 tentative agenda (15456 : Tentative Agenda)



PUBLIC WORKS
Proposal

John Ellermann
Public Works Director/County
Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Public Works Director

MEETING: February 27, 2025

SUBJECT: Elevator Modernization Project

PRESENTER: John Ellermann

BACKGROUND

During the 2023 annual elevator inspection it was brought to our attention we have elevators in need of modernization to meet current state codes. At that time, it was determined that the elevators in the Courthouse, Carnegie and Health Department were the most immediate need of modernization. Early in 2024 the Board approved a CIP project to modernize the elevators in the Courthouse, Carnegie and the Health Department. Public Works sent out Request for Proposals for the project and only received one proposal from TK Elevator. Their price for all three elevators is \$523,762.00.

The modernization of each elevator will have the following benefits:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased wait times
- Reduced energy consumption
- Reduced operational costs
- Reduced troubleshooting time

The project is estimated to take from 18 - 25 weeks per elevator to survey each elevator, order the correct parts, and perform the work. It is assumed there will be some overlap where work can be done on one elevator while waiting for parts for another.

Over the past year or two the elevators in Carnegie and Courthouse have had some downtime due to repairs. We have also had an injury claim due to the Courthouse elevator closing to

quickly on someone's leg.

DISCUSSION

Discussion of the proposal from TK Elevator. Including the optional deduction of \$15,000 from the proposal for two-way video communication that has a variance and not currently required by the Kansas Fire Marshall until June 30, 2025. At which time the variance may or may not be extended.

FISCAL IMPACT

This is a CIP project. TK Elevator's proposal includes the following schedule of payments:

Initial Progress Payment (50%)	\$261,881.00
Material Furnished (25%)	\$130,940.50
Total remaining progress (25%)	\$130,940.50

RECOMMENDATION(S)

Staff recommend proceeding with the proposal from TK Elevator for the modernization of the Courthouse, Carnegie and Health Department elevators.

POSSIBLE MOTION(S)

Move to accept the proposal from TK Elevator and begin negotiations for the modernization of the Courthouse, Carnegie and Health Department elevators.

Move to deny the proposal from TK Elevator for the modernization of the Courthouse, Carnegie and Health Department elevators.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- TK Elevator RFP (PDF)

TK Elevator History and Background

TK Elevator, formerly known as thyssenkrupp Elevator, has a significant presence in the United States. Thyssenkrupp Elevator roots trace back to the two founding companies, Thyssen AG in 1891 and Krupp in 1811. ThyssenKrupp merged in 1999 and acquired Dover Elevator Company. The company became an independent entity in 2021, adopting its current name. TK Elevator's U.S. operations are headquartered in Atlanta, Georgia, where they have established a state-of-the-art Innovation and Qualification Center (IQC). This facility includes the tallest elevator test tower in North America, standing at 420 feet, and serves as a hub for research and development

In the U.S., TK Elevator offers a wide range of products and services, including the installation, maintenance, and modernization of elevators and escalators. Their product portfolio caters to various building types, from low-rise commercial buildings to high-rise skyscrapers. The company emphasizes sustainability and innovation, integrating digital solutions and energy-efficient technologies into their offerings.

TK Elevator's commitment to the U.S. market is evident through their extensive network of service technicians and sales locations, ensuring high levels of customer service and support. This focus on local service with global support helps them maintain a strong presence and reputation in the industry.

TK Elevator offers extensive modernization services to upgrade and enhance existing elevator, escalator, and moving walk systems. Here are some key aspects of their modernization capabilities: improving energy efficiency, ride comfort, compliance with current codes and TK Elevator's MAX is a real-time, cloud-based predictive maintenance solution that identifies potential faults before they occur, allowing for preemptive action and increased uptime.

TK Elevator locally has over 30 service mechanics with **2 being dedicated to the Manhattan area** where they also live. We have a total of four (4) service/repair operation managers/superintendents and three (3) modernization operation managers/superintendents.

Staff Resume

David Ferran- General Manager

- Oversees all lines of business for the Kansas City, Springfield and Wichita offices.
- 12 years of elevator industry experience, all with TK Elevator in Kansas City, Oklahoma City and Chicago.

Kyle Foster – Operation Manager

- Oversees the modernization line of business for Kansas City, Springfield and Wichita office
- 5 years of elevator industry experience, all with TK Elevator

Ben Swanson – Modernization Superintendent

- Direct day-to-day supervision of modernization crews
- 2 years as modernization superintendent with TK Elevator in Kansas City
- 10 years as a field mechanic

Mike Schwartz – Modernization Sales

- Coordinates surveys, vendors, subcontractors, estimates and solution packages
- Helps supplement project management
- 17 years of elevator industry experience with the last 15 years being with TK Elevator and 12 of those years as a modernization solution specialist.

Chad Davis – Modernization Mechanic

- Team lead for our modernization teams
- 15 years of field experience

Relevant Experience and References

KSU Umberger Hall

Brett Robinson – project manager with KSU

785-532-1700

St Francis Hospital

Brent Wilkins – Director

785-295-8548

Kansas City Kansas Community College

Jeff Sixta – Assist Director

913-288-7613

Resources

TK Elevator has the resources to complete this project on time and within the schedule of Riley County. We currently have nine (9) modernization crews that we can utilize to provide the County with necessary resources to complete the project(s).

Project Plan

All three (3) elevators were installed by Dover Elevator which became TK Elevator. TK Elevator has the best in the industry capabilities when servicing and modernizing this type of equipment as the OEM having done thousands of modernizations on this exact type of equipment.

Our approach would be to staff the project with the same modernization crew and align the building order through discussions with the County.

Approximate Durations/Lead Times

- | | |
|---|---------------|
| • Contract execution
(can run concurrently with layout drawing package preparation and approval) | Varies |
| • Survey and Order of Materials
(additional time required for cab, signal, entrance preparation and approval, if applicable) | 4-6 weeks |
| • Fabrication time
(from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment) | 10 - 14 weeks |
| • Modernization of elevator system (Per Unit):
(Upon completion of all required preparatory work by others) | 4 - 5 weeks |

Pricing

Total project cost is **\$523,762.00** per our proposal attached to this RFP response.

Value Engineering Deductive Alternative

The State of Kansas currently does not require the two-way video communication under the existing 2022 elevator code. This variance by the State of Kansas Fire Marshall is currently in effect until June 30, 2025 where it may be extended. If the County would like to take a deduct of **\$15,000.00** and contract/permit prior to the published potential extension deadline, by removing that functionality from the scope of work TK Elevator would reduce the project cost.

Modernization Proposal



Riley County

February 18, 2025

Purchaser: Riley County Commissioners Location: Riley County Courthouse,
Library, and Health Center
Address: 110 Courthouse Plz Address: Manhattan, KS 66502-0125
Manhattan, KS 66502-0125

TK Elevator Corporation (hereinafter "TK" or "TK Elevator") is dedicated to delivering Riley County Commissioners (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of \$523,762.00 to modernize the elevator equipment described in the pages that follow at the above-referenced location. Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Proposal but also all applicable sales tax.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Mike Schwartz
Sales Executive
mike.schwartz@tkelevator.com
+1 913 3077517

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



SCOPE OF WORK

Grouping Name: COURTHOUSE

Equipment Type: Hydraulic

Speed: 125 fpm

4 Stops (4 Front /0 Rear)

Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
100 Courthouse Plaza	1	

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- eMax Monitoring Device Provisions
- Solid State Starters (6 or 12 leads) 230 VAC
- Battery Lowering in Controller
- Tenant Security 3-1 (Card Reader)
- Viscosity Control (Required over 150 FPM)
- Tenant Security Option
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit

- Isolation Couplings
- EP-150 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)

Jack

- Pipe Stands

Car

- Crosshead data tag (for existing car slings)
- Car Top Railing
- Car Top Exit Switch
- Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



- Cab Wiring Material (200MK1)

Hoistway

- Hoistway Duct Kit (per run) (not available with controllers by others)
- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- TAC 32 Field Friendly Wiring Package:
 - Includes single traveling cable
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - serial wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Alarm Bell
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

Pit

- 3" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- 16" Retractable Pit Ladder with Sensors (Flooded)

Cab - NA

Door Equipment

- Gibbs
- Micro Light 3D 2019 (Front)
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)

Modernization Proposal



- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Fire Door)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Light Dimmer Switch (in Locked Compartment)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)

Hall Fixtures

- Hoistway Access Switch in Hall Stations
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S (304))
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building -

Court House: Passenger Car – 4 Stop - Hydro

Machine Room-

- 01: We will patch and fire rate room as required.
- 02: We will encapsulate non elevator related items as required.
- 03: We will install a compliant main line shunt trip disconnect with battery lowering contacts.
- 04: We will install compliant cab light disconnect.
- 05: We will install a new lighting and GFCI as required.
- 06: We will a thermostatically controlled exhaust fan and the required electrical.

Modernization Proposal



Hoistway-

- 07: We will patch and fire rate the shaft as required.
- 08: We will install mesh over existing hoistway vent.
- 09: We will install a compliant circuit, hoistway lighting and switching.

Pit-

- 10: We will install code compliant switch, lighting and GFCI.
- 11: We will provide a compliant circuit and plug for the existing sump pump.
- 12: We will install a sump pit cover.
- 13: We will install an oil sensing devise on the existing sump pump.
- 14: We will sprinkle the pit as required.

Entrances-

- 15: We will provide cutting and patching for hall stations.

Fire Alarm-

- 16: We will install a new FACP along with 6 smoke and 2 heat devices, 4 relays, programing and testing for shunt trip and Phase One Emergency Recall Operation.

Exclusions-

- 01: We do **not** include any overtime, all work to be done during normal business hours.
- 02: We do **not** include any hazardous materials abatement, if required.
- 03: We do **not** include any ATS or generator work.
- 04: We do **not** include any barricade work.
- 05: We do **not** include installing or replacing the existing sump pumps.
- 06: We do **not** include any cooling of the machinery space in the Carnegie Bldg.
- 07: We do **not** include relocation or encapsulation of non-related items in the Health Clinic machine room.
- 08: We do **not** include replacement of any existing fire alarm devices or fire alarm control panel. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control panel software upgrades required to allow programming/acceptance of newly installed alarm devices is **not** included in our proposal.

Modernization Proposal



Grouping Name: LIBRARY

Equipment Type: Hydraulic

Speed: 120 fpm

3 Stops (3 Front /0 Rear)

Capacity: 2000 lbs.

Units Included

Building Address	Nickname	TKE Serial #
105 Courthouse Plaza	1	

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- Solid State Starters (6 or 12 leads) 230 VAC
- Flooded Pit Detection Operation
- Tenant Security 3-1 (Card Reader)
- Viscosity Control (Required over 150 FPM)
- Tenant Security Option
- Section 7 Price Adjustment
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit

- Isolation Couplings
- EP-60 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)
- Section 12 Price Adjustment
- 2" Shutoff Valve Kit (Pump)

Jack

- Pipe Stands

Car

- Crosshead data tag (for existing car slings)
- Car Top Exit Switch
- Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



Hoistway

- Hoistway Duct Kit (per run) (not available with controllers by others)
- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- TAC 32 Field Friendly Wiring Package:
 - Includes single traveling cable
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - serial wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- 16" Retractable Pit Ladder with Sensors (Flooded)

Cab - NA

Door Equipment

- Gibs
- Micro Light 3D 2019 (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Section 22 Price Adjustment
- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)

Modernization Proposal



- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking Symbol (Cast)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch

Hall Fixtures

- Fire Service Phase I Engraved Instructions
 - Fire Service Phase I Key Switch
- Hoistway Access Switch in Hall Stations
- Section 23 Price Adjustment
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S (304))
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building -

Carnegie Bldg.: Passenger Car – 3 Stop – Hydro (MR not Adjacent to Shaft)

Machine Room-

- 01: We will fabricate and install fencing and a self-closing and locking gate around the elevator equipment.
- 02: We will install a compliant main line disconnect with battery lowering contacts.
- 03: We will install compliant cab light disconnect.
- 04: We will install a new lighting and GFCI as required.

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



Hoistway-

- 05: We will patch and fire rate the shaft as required.
- 06: We will encapsulate non elevator related items as required.
- 07: We will install a compliant circuit, hoistway lighting and switching.

Pit-

- 08: We will install code compliant switch, lighting and GFCI.
- 09: We will provide a compliant circuit and plug for the existing sump pump.
- 10: We will install an oil sensing devise on the existing sump pump.
- 11: We will fabricate and install a compliant pit ladder.

Entrances-

- 12: We will provide cutting and patching for new hall stations.

Fire Alarm-

- 13: We will install a new stand-alone FACP, 4 smoke devices, 3 relays, programing and testing for Phase One Emergency Recall Operation.

Exclusions-

- 01: We do **not** include any overtime, all work to be done during normal business hours.
- 02: We do **not** include any hazardous materials abatement, if required.
- 03: We do **not** include any ATS or generator work.
- 04: We do **not** include any barricade work.
- 05: We do **not** include any sprinkler work.
- 06: We do **not** include installing or replacing the existing sump pumps.
- 07: We do **not** include any cooling of the machinery space in the Carnegie Bldg.
- 08: We do **not** include relocation or encapsulation of non-related items in the Health Clinic machine room.
- 09: We do **not** include replacement of any existing fire alarm devices or fire alarm control panel. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control panel software upgrades required to allow programming/acceptance of newly installed alarm devices is **not** included in our proposal.

Modernization Proposal



Grouping Name: HEALTH CENTER

Equipment Type: Hydraulic

Speed: 100 fpm

2 Stops (2 Front /0 Rear)

Capacity: 2100 lbs.

Units Included

Building Address	Nickname	TKE Serial #
2030 Tecumseh Road	1	

Description of Work

Controller

- TAC 32 Controller (Includes Options listed below)
 - 24 VDC Signal Voltage
 - Auto Light and Fan Feature
 - Car Independent Service
 - Car Traveling Lantern Circuitry
 - Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- eMax Monitoring Device Provisions
- Solid State Starters (6 or 12 leads) 208 VAC
- Battery Lowering in Controller
- Viscosity Control (Required over 150 FPM)
- Tenant Security Option
- Two-way Communication Machine Room Equipment (Primary Box)
- MAX Link 2-Line ATA kit

Power Unit

- Isolation Couplings
- EP-60 Power Unit (Submersible)
- Viscosity Control (Required over 150 FPM)
- 2" Shutoff Valve Kit (Pump)

Jack

- Pipe Stands

Car

- Crosshead data tag (for existing car slings)
- Car Top Exit Switch
- Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



Hoistway

- Hoistway Duct Kit (per run) (not available with controllers by others)
- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- TAC 32 Field Friendly Wiring Package:
 - Includes single traveling cable
 - hoistway wiring
 - interlock wiring
 - interlock connectors
 - serial wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Additional Hoistway Wiring for TAC 32 with Remote Machine Room
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)

Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- 16" Retractable Pit Ladder with Sensors (Flooded)

Cab - NA

Door Equipment

- Gibs
- Micro Light 3D 2019 (Front)
- Front Door Operator (SSSS) Additional Lead Time
- LD-16 Plus Drive Only (FRONT)
 - includes Car Top Inspection station (w/ alarm signal)
- Front Car Door and Hatch Side Restrictors (vaness) complete kit (Front)
- 3D Cabsafe Components Package (Front)

Car Fixtures

- Main Car Station Includes Options Below
 - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stop
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator

Modernization Proposal



- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Verbiage Engraved on Fire Door)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button/Keyswitch
- TAC Serial Boards (Main)

Hall Fixtures

- Hoistway Access Switch in Hall Stations
- Serial Boards for Hoistway Access
- Serial Boards for Hall Lanterns/PI's
- Surface Mounted Hall Lanterns Fusion (#4 S/S (304))
- Horizontal Surface Mounted Combo (HL and Digital HPI) Fusion (#4 S/S (304))
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK :

General Building -

Health Clinic, 2030 Tecumseh Rd.: Passenger Car - 2 Stop - Hydro (MR not Adjacent to Shaft)

Machine Room-

- 01: We will repair the drop ceiling.
- 02: We will install a compliant main line disconnect with battery lowering contacts.
- 03: We will install compliant cab light disconnect.
- 04: We will install GFCI as required.
- 05: We will a thermostatically controlled exhaust fan and the required electrical.

Hoistway-

- 06: We will patch and fire rate the shaft as required.
- 07: We will install required framing and install sheetrock to fire rate TOS.
- 08: We will install a compliant circuit, hoistway lighting and switching.

Pit-

- 09: We will install code compliant switch, lighting and GFCI.
- 10: We will fabricate and install a compliant pit ladder.

Modernization Proposal



Entrances-

11: We will provide cutting and patching for new hall stations.

Fire Alarm-

12: We will provide a new FACP, 3 smoke devices, 3 relays, programming and testing for Phase One Emergency Recall Operation.

Exclusions-

01: We do **not** include any overtime, all work to be done during normal business hours.

02: We do **not** include any hazardous materials abatement, if required.

03: We do **not** include any ATS or generator work.

04: We do **not** include any barricade work.

05: We do **not** include any sprinkler work.

06: We do **not** include installing or replacing the existing sump pumps.

07: We do **not** include any cooling of the machinery space in the Carnegie Bldg.

08: We do **not** include relocation or encapsulation of non-related items in the Health Clinic machine room.

09: We do **not** include replacement of any existing fire alarm devices or fire alarm control panel. Only fire alarm upgrade work specifically identified in our scope is included in our bid. Any main fire alarm control panel software upgrades required to allow programming/acceptance of newly installed alarm devices is **not** included in our proposal.

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

\\Initial\\ The State of Kansas currently does not require the two-way video communication under the existing 2022 elevator code. This variance by the State of Kansas Fire Marshall is currently in effect until June 30, 2025 where it may be extended. If the County would like to take a deduct of **\$15,000.00** and contract/permit prior to the published potential extension deadline, by removing that functionality from the scope of work TK Elevator would reduce the project cost. **-\$15,000**

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." This MAX Link service will run concurrently with the Preventative Maintenance period provided in this Proposal.

The cost of MAX Link service is included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." This service will run concurrently with the Preventative Maintenance period provided in this Proposal.

The cost of Multimedia Monitoring service is included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	10 - 14 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	4 - 5 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

Modernization Proposal



2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$523,762.00
Initial progress payment:	(50%)	\$261,881.00
Material furnished:	(25%)	\$130,940.50
Total of remaining progress payments:	(25%)	\$130,940.50

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$278.00
Mechanic (OT) per hour	\$586.00
Team (Standard) per hour	\$500.00
Team (OT) per hour	\$1,055.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

1. as circumstances warrant, the examination and adjustment and lubrication of the equipment installed by TK Elevator during normal business working days and hours by the applicable TK Elevator branch office and/or
2. the dispatch of a TK Elevator technician to the location of the equipment in response to a call from the owner of the building where the unit has been installed or its designated representative, emergency personnel, passengers through the elevator's communication device and/or from remote monitoring

Modernization Proposal



through the equipment's communication line (if applicable) in order to free any entrapped passengers ("callback services") and/or

3. to make covered repairs to the equipment installed by TK Elevator. Covered repairs to the equipment include a visual investigation to determine the source of shutdown along with any resulting necessary adjustments and parts replacement so long as they are not due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond TK Elevator's control that affects the use or operation of the equipment ("excluded work").

b. The services described in (4)(a)(2) and (4)(a)(3) will be performed only during normal business working days and hours.

c. Purchaser agrees to separately pay for all excluded work as defined in (4)(a)(3) above.

d. If overtime has not been expressly included in (4)(b) above, Purchaser also agrees to separately pay for any callback services described in (4)(a)(2) and for any covered repairs described in (4)(a)(3) that are performed outside normal business working days and hours.

e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services ("MMM") for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator's TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the "Owner"), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner's (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the "Designated Contacts") to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

Unit Designations	# of Months after Final Acceptance
	12
1	12
1	12

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Holstways and Equipment Rooms

Modernization Proposal



1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;

2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;

Modernization Proposal



j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.

k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;

l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
 - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
 - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
 - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
 - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
 - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
 - f. engineering, provision and installation of methane barriers or coordination/access;
 - g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
 - h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
 - i. any spoils or water testing;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified

Modernization Proposal



and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.

- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.
- k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

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- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

Modernization Proposal



- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.
- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.
- p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)

Modernization Proposal



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Five Hundred Twenty Three Thousand Seven Hundred Sixty Two Dollars (\$523,762.00) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Riley County Commissioners
(Purchaser):

By: \s1

(Signature of Authorized Individual)

(Print or Type Name)

(Print or Type Title)

By: \s2

(Signature of Branch Representative)

David Ferran
Branch Manager

\d1\

(Date of Acceptance)

\d2\

(Date of Execution)

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)



Service Agreement Exhibit

Exhibit A TK Elevator Communications

Building Name	Equipment Type	Nickname	Multimedia Monitoring	MAX Link
Courthouse	Hydraulic	1	Current Selection	Current Selection
Carnegie Library	Hydraulic	1	Current Selection	Current Selection
Health Center	Hydraulic	1	Current Selection	Current Selection

Multimedia Monitoring Service

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements. "Multimedia Monitoring" is selected for specific Units in the chart above and those specified Units will, through its centralized TK Elevator Communications call center, receive 7 days per week, 24 hours per day, 365 days per year dispatching service provided by TK Elevator for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all Units maintained under this Agreement that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center.

Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the affected Unit. Please note that calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Multimedia Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone and any other type of audio or video communication equipment. The Purchaser retains exclusive possession and control of all of the Unit's communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of communicating with TK Elevator Communication's call center as designed.

MAX Link

"MAX Link" is selected for specific Units in the chart above and TK Elevator will provide those specified Units, through a MAX Device, with a cellular connection for one or more of the following: Purchaser's in-car emergency video, text or audio communication equipment compatible with such a connection (the "Communication Equipment") for the duration of this Agreement so long as that communication equipment meets all applicable laws and codes. For units with analog phone devices, MAX Link service will specifically include maintenance, repair or replacement of Purchaser's emergency analog telephone where TKE's VoIP analog telephone adapter is deployed.

In no event shall TK Elevator be liable or responsible to you or any other party for failure of a cellular connection, or for receipt of the same by a MAX Device when such failure is due in whole or in part to a temporary or permanent failure of any type of hardware, systems, networks or telecommunications infrastructure provided by you, or by your, or by



Service Agreement Exhibit

TK Elevator's third party service providers or by any other third party, or is due in whole or in part to any circumstances beyond TK Elevator's reasonable control including, but not limited to, any of the following: acts of God, flood, fire, wind, rain, water, soil movement, earthquake, explosion, virus, disease, unlawful cyber activity, vandalism, abuse, misuse, war, terrorism, power outages, power fluctuations, and/or national or regional shortages of power or telecommunication infrastructure.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #



Service Agreement Exhibit

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Attachment: TK Elevator RFP (15505 : Elevator Modernization Project)



**COUNTY CLERK &
ELECTIONS**
Contract

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Vivienne Leyva, Public Information Officer

MEETING: February 27, 2025

SUBJECT: Consideration of Contract for ADA Compliance Software

PRESENTER: Vivienne Leyva, Public Information Officer

BACKGROUND

The Americans with Disabilities Act (ADA) requires that state and local governments provide individuals with disabilities with effective communication, reasonable modifications, and equal opportunities to participate in government services, programs, and activities.

On April 24, 2024, the Department of Justice created a final rule updating its regulations for Title II of the ADA. The rule establishes specific requirements to ensure web content and mobile applications are accessible to people with disabilities following the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. These guidelines ensure that individuals with disabilities, including those with visual, hearing, mobility, or cognitive impairments, can effectively navigate and use government websites.

Failure to comply with these requirements by the April 2026 deadline could result in legal action, fines, and potential lawsuits from the Department of Justice or individuals who face barriers accessing government services online.

Source: <https://www.ada.gov/resources/2024-03-08-web-rule/>

DISCUSSION

While Riley County's website is built and hosted using the CivicPlus CivicEngage content management system, the system itself does not automatically ensure that all website content

entered by staff meets ADA accessibility standards. CivicEngage provides the framework and tools for managing the website, but it is not responsible for the accessibility of the text, images, documents, or multimedia content uploaded by county staff. This means that while CivicEngage may offer some built-in accessibility features, it does not continuously monitor or correct issues within the content we create and update.

The Riley County website currently has 3,698 pages of content. To ensure compliance, staff would have to learn all the specifics of the WCAG 2.1 Level AA requirements then scan the html code on each page, examine each piece of uploaded content, and correct anything that did not meet guidelines. Completing this task manually by the deadline using current staff would not be possible. Instead, staff explored software options to do this work.

AudioEye software, which is also part of CivicPlus, would proactively scan and fix compliance issues within our website's content, ensuring that all updates and new pages remain accessible without placing an additional burden on county staff.

While AudioEye does not address compliance issues for PDF documents, it does perform a number of essential functions for compliance including:

- Automated and human-assisted website updates
 - The platform automatically identifies and fixes compliance issues. Additionally, their staff perform any manual tasks that require human intervention to complete.
- Ongoing monitoring and maintenance
 - AudioEye scans and repairs website content every two weeks to ensure continued compliance, reducing staff workload.
- Accessibility toolbar
 - A toolbar would be placed on the county website to allow visitors to change text size, cursor size, colors, contrast, and other features for ease of use
 - The toolbar also provides opportunity to report accessibility issues
- Documentation
 - AudioEye provides a Legal Action Response Plan, a six-page summary documenting corrective actions taken. This documentation can serve as a defense against potential DOJ fines or ADA-related legal challenges.

Several other counties and municipalities, including Geary County, Lyon County, Emporia, Hillsboro, Eudora, Leawood, Morton County, Russell, Sterling, Wallace County, and Wichita, have adopted AudioEye's solution.

Staff must continue exploring ways to both understand requirements and bring PDF documents and other uploaded content into compliance by the deadline without undue burden or cost.

FISCAL IMPACT

The first-year cost of AudioEye's service is \$3,100 (discounted), with subsequent years priced at \$6,200. There are no initial setup fees, but the annual price is subject to increase in later years.

Year 1: \$3,100

Year 2: \$6,200

RECOMMENDATION(S)

After consulting with IT/GIS Director Cory Meyer, County Clerk Rich Vargo, and Deputy County Counselor Jacob Hansen, staff recommends entering into a contract with AudioEye, a software solution that provides an automated and proactive approach to website accessibility.

POSSIBLE MOTION(S)

Move to approve the contract with AudioEye for website accessibility compliance services at an initial discounted cost of \$3,100 for the first year and full price annually thereafter.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Audioeye SOW - Riley County KS (PDF)
- Audioeye.CivicPlus.Signed (PDF)


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-91272-1

1/21/2025 4:36 PM

2/28/2025

Client:

Riley County, KS

Bill To:

RILEY COUNTY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Austin Timsit		austin.timsit@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,100.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	AudioEye Managed	AudioEye Managed: https://www.rileycountyks.gov/	USD 6,200.00

List Price - Initial Term Total	USD 6,200.00
Total Investment - Initial Term	USD 3,100.00
Annual Recurring Services (Subject to Uplift)	USD 6,200.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name: _____

Title: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

PO Number: (Info needed on Invoice (PO or Job#) if required) _____

CivicPlus

By (please sign):

Printed Name: _____

Title: _____

Date: _____

Attachment: Audioeye SOW - Riley County KS (15492 : AudioEye ADA Compliance Software)

Attachment to “Statement of Work or Contract” Between Riley County (hereinafter “County”), and CivicPlus (hereinafter “Contractor”).

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 21st day of January, 2025 (“Contract”).

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated, including the CivicPlus Master Services Agreement, CivicPlus Solutions and Services Terms and Conditions, AudioEye – Managed for Recreation Management Solution, AudioEye Off-Platform Solution, and AudioEye – Managed for Municipal Website Hosted by CivicPlus. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County’s objectives of this provision.
3. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
4. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

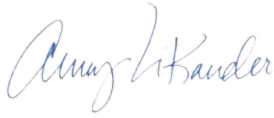
5. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
6. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges.
7. **TERM AND TERMINATION.**
 - 7.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 7.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
 - 7.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
 - 7.4. **Termination for Convenience.** Either Party may terminate the Contract in whole or in part, upon sixty (60) days written notice to the other Party, stating the effective date of the termination for convenience.
 - 7.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for

withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

9. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other. Notwithstanding the foregoing, in no event shall such prior written consent be unreasonably withheld.
10. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
11. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

CivicPlus

CountyBOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSASBy: Print Name: Amy Vikander
Title: SVP of Customer Success
2/10/2025

Date

By: _____

Greg McKinley, Chairman

Date

ATTEST:

(seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____

Jacob Hansen
Deputy Riley County Counselor

Date: _____



PUBLIC WORKS
Bid

John Ellermann
Public Works Director/County
Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: John Ellermann, PE, Public Works Director

MEETING: February 27, 2025

SUBJECT: Courthouse Plaza East Window Replacement Bid Award

PRESENTER: John Ellermann

BACKGROUND

On Thursday, February 20th the Board opened bids for the Courthouse Plaza East building window replacement project. Bids were received from Icon Structures, BHS Construction, and Riley Construction. Icon's bid was considered incomplete since they did not include form AIA A305-2020 in their bid. After reviewing the remaining bids, BHS was the low bid with \$690,000 for the Base Bid and \$150,300 for Alternate No. 1 and a total bid of \$840,300. The bid tab sheet is attached and the Architects letter of recommendation.

The base Bid included replacing all of the windows in the CPE, except those on the fourth floor, with new double hung windows. Alternate No. 1 was for ballistic windows in the first-floor windows. The windows for the alternate will not match the base bid window frame profiles. They will be a fixed window with a thicker pane and frame.

DISCUSSION

Discussion of project bids and to include the alternate windows. Discussion should include the bids came in over the original amount estimated for a CIP project of \$500,000.

FISCAL IMPACT

Fiscal impact is \$690,000 for base bid or \$840,300, if the alternate is accepted. This project is a CIP project and is over the \$500,000 original estimate approved for the project. If the project is approved a CIP amendment will also need to be approved.

RECOMMENDATION(S)

This project is in conformance with Strategic Plan and therefore staff recommends approving the bid from BHS construction.

POSSIBLE MOTION(S)

Move to approve the base bid from BHS Construction for \$690,000.

Move to deny the base bid from BHS Construction for \$690,000.

Move to approve the base bid from BHS Construction for \$690,000 and include Alternate No. 1 for a total bid of \$840,300.

Move to table

Enclosures:

- Corrected Bid Tab Riley County Plaza East Building Window Replacement Floors 1-3 (PDF)
- Bid Award Recommendation Letter to John Ellermann Plaza East Window Replacement Floors 1-3 07.03.6 (PDF)

BAKER MCMILLAN ARCHITECTS, P.A.555 POYNTZ AVENUE STE. 295 MANHATTAN, KS 66502 (785) 776-1011
332 WEST 7TH STREET, STE. A JUNCTION CITY, KS. 66441 (785) 238-5878**PROJECT NAME/NO. Riley County Plaza East Building Window Replacement Floors 1-3 07.03.6****BID TABULATION FORM****Bid Date: 2/20/25**

Contractor	Bond Y	Base Bid	Alternate No. 1 Ballistic Windows	Unit Price 1 Plaster Repair	Unit Price 2 Masonry/Repair	Unit Price 3 Sill Replacement	Bid Total	# Days	Addenda Received # Issued	AIA A 305- 2020
BHS Construction	x	\$690,000.00	\$150,300.00	\$25.00 sf	\$85.00 s.f.	\$1,100.00 ea.	\$840,300.00	135	2	x
ICON Structures	x	\$684,000.00	\$155,000.00	\$265.00 s.f.	\$8,500. s.f.	\$7,000.00 s.f.	\$839,000.00	120	2	-
Riley Construction	x	\$697,550.00	\$154,000.00	\$45.00 s.f.	\$350.00 l.f.	\$300.00 l.f.	\$851,550.00	222	2	x
Architect's Estimate		\$752,400.00					\$752,400.00			

https://mcmillanarchitect.sharepoint.com/sites/McMillanArchitects/Shared Documents/Data Migration/S/Office_Files/0_Projects/1_Manhattan/2007/07_03-06 - RC Plaza East Bldg Windows/Bidding/Bid Documents/bid_tab_Riley County Plaza East Building Window Replacement Floors 1-3 Bid Results.doc

**BAKER | McMILLAN
ARCHITECTS**

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

February 20, 2025

John Ellermann, Director
Riley County Public Works Department
6215 Tuttle Creek Blvd.
Manhattan, KS 66503

Re: Riley County Plaza East Office Building Window Replacement Floors 1-3

07.03.6

John:

Bids from three local building contractors as shown on the attached bid tabulation sheet were received and opened today at 9:50 AM by the Riley County Commission.

Of the three bids, an omission in the ICON Structures bid unfortunately rendered it incomplete. Of the bids provided by BHS Construction and Riley Construction the BHS Construction bid is lowest for both the base bid and Alternate no. 1.

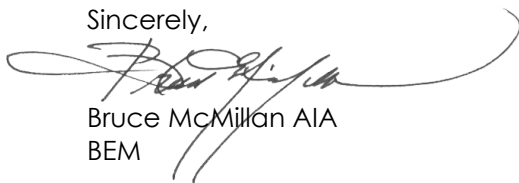
In reviewing the bids both firms provided supplementary written information regarding their bids due to, generally, conditions that were not able to be observed or predicted during the pre-bid period. Both bid packages are attached for your review. This was permitted upon their request on 2/18/2025 (see attached) and copied to you.

As BHS Construction is the low bidder it is recommended at your discretion to recommend to the Commission the contract award to BHS Construction for the base bid of \$690,000.00 and unit prices for a construction period of 135 days based upon the start date shown on the bid form of July 14, 2025. Should the Commission choose to also accept Alternate no. 1, bullet resistant glazing, it may do so at the time of award. The award amount would then be \$840,300.00.

Based upon this information please let me know when the Commission agenda allows acceptance and award. Should you have questions please feel free to contact me.

Thank you.

Sincerely,



Bruce McMillan AIA
BEM



PUBLIC WORKS
Presentation

John Ellermann
Public Works Director/County
Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II

MEETING: February 27, 2025

SUBJECT: University Park Bond payment

PRESENTER: Evan McMillan, Public Works Assistant Director/ County Engineer

BACKGROUND

The University Park Benefit District is currently in the process of replacing its existing mechanical treatment facility with a non-discharging lagoon in order to bring the facility into compliance with KDHE's wastewater permit.

At the beginning of the project, a temporary note was acquired to pay for the analysis and compliance reporting of the existing treatment facility, along with the design of the new treatment facility. That temporary note will expire at the end of this month.

DISCUSSION

Due to delays with amending contracts in order to satisfy the requirements for the grant funding programs, it is unlikely that the disbursements will be made by the time the temporary note comes due. Currently, University Park Operating Fund and Capital Fund do not have enough money to handle the bond repayment. As a result, we are requesting assistance from the General Fund for repayment of the bond, which will be repaid once grant disbursements are processed.

If there are other alternatives to payment of the bond, Public Works staff is open to investigating these options.

FISCAL IMPACT

Payment of the temporary note via loan from the General Fund will result in approximately \$230,000.00 being unavailable until the disbursements are processed.

RECOMMENDATION(S)

Staff recommends approval of payment of the temporary note via loan from the General Fund.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus (To be determined in the meeting)

Enclosures:



HEALTH DEPARTMENT
Personnel

Diane Creek
Health Department Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Kaylyn Speth - Riley County WIC Supervisor

MEETING: February 27, 2025

SUBJECT: Request to Fill - WIC Clerk

PRESENTER: Kaylyn Speth - Riley County WIC Supervisor

BACKGROUND

The WIC Clerk position has become vacant as of Tuesday, February 4th. This position is supervised by the WIC Supervisor. The WIC Program has two fulltime clinics (Manhattan and Fort Riley) and oversees Pottawatomie County. This clerk will work mainly in the Manhattan WIC Office with rotation to the Fort Riley office on a monthly basis or more as needed.

DISCUSSION

As described in the attached position description, the full-time position will assist in providing direct services to WIC clients, maintaining accountability for the office, data entry, answering phones, and scheduling.

FISCAL IMPACT

No fiscal impact. This is a current budgeted position within the WIC Program.

RECOMMENDATION(S)

Recommendation is to approve the hiring process to fill the position of full-time WIC Clerk.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2025-02 HD Wic Clerk PAF (DOCX)
- WIC Clerk Position Description (PDF)

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Diane Creek on 02/25/2025 at 03:01 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template WIC Clerk [WICCLRK]	Work Location Health Department/Irwin Army Hospital
Job ID 3075532	Salary \$20.74-22.54	Supervisor Position No
Pay Grade RANGE 5 [RANGE 5]	EEO Class Paraprofessionals [5]	Workers Compensation 8832 [8832]
Cost Center 1 Health Department [30]	Cost Center 2 HD-WIC [412]	Cost Center 3 --
1 Job Slot WIC CLE-1		

Supervisor: Kaylyn Speth

Department Head: Diane Creek

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$ 46,883.20

Budget for Benefits: \$ 18,518.84

Total proposed annual budget: \$64,402.04

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	WIC CLERK		
Department:	Health Department	Division:	WIC
Reports To:	WIC Supervisor		
Pay Range:	5	Status:	Full Time
FLSA Status:	Non-Exempt		

POSITION SUMMARY: The WIC clerk assists in providing direct services to clients at the Riley County office, Fort Riley office, and mobile clinics in Pottawatomie County. Work requires good judgment, multi-tasking, and professionalism. Position involves maintaining accountability for the office, data entry, answering multi-line phone, and scheduling.

ESSENTIAL FUNCTIONS:

- Answers telephone, provides information, and/or directs calls professionally. Makes appointment reminder calls.
- Schedules WIC appointments within delineated time frames to meet WIC processing standards; reschedules appointments as needed.
- Greets and checks in clients for WIC appointments using customer courtesy.
- Ensures daily outcomes for all scheduled appointments are accurate and completed through No Show Management. Maintains appointment paperwork in organized files.
- Confidentially determines income eligibility of persons applying for WIC.
- Issues and accepts WIC transfer papers.
- Distributes eWIC cards, maintains accountability and inventory of the eWIC cards.
- Performs multiple tasks at once while maintaining a calm, professional, and helpful attitude.
- Refers clients to appropriate support services.

SECONDARY FUNCTIONS:

- Ensures copiers, computers, and other equipment is working. Coordinates service repairs.
- Provides breastfeeding promotion and support as appropriate.
- Coordinates packing and paperwork for mobile clinics.
- Assists in tracking attendance for low-risk nutrition education classes and appointments.
- Assists with outreach activities as needed.
- Meters mail. Processes returned WIC mail.
- Ensures a client and child-friendly clinic environment.
- Performs other duties as assigned

POSITION REQUIREMENTS:

Education: A high school diploma or equivalent required. A minimum of 2 education opportunities per year plus required civil rights training required Must successfully pass DoD mandated background check, onboarding, and training.

Experience: One year clerical and/or receptionist experience in a clinical care setting required. Experience with the operation of specialized office equipment, particularly computers required.

Skills: Ability in typing and knowledge of basic or commonly used office rules, procedures, and operations. Ability to work with the public. Excellent verbal and phone communication skills. Bilingual English/Spanish preferred

Appropriate combination of experience and education considered in lieu of the above requirements.

Conforms to HIPAA privacy regulations specific to position held. The WIC clerk creates and records PHI. Has authority to use the following categories of PHI: patient demographics and scheduling

Updated February 2025

Attachment: WIC Clerk Position Description (15502 : Request to Fill - WIC Clerk)

information. Disclosures are only allowed as necessary for treatment to providers and/or Business Associates or as required by law. May need to interact with the following departments for allowable access to PHI: Primary Care, Family Planning, Immunizations, and M&I.

Physical Demands: The physical demands described represent those required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear, some driving. The employee must regularly lift and/or move up to 20 pounds. Specific vision abilities required by this job include close color vision.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Most work is one-on-one care, speaking over the telephone, and data entry. May come in contact with bodily fluids and sharp objects.

This public health facility is a smoke free environment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.