



# City Council Committee Meeting Notice

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CITY COUNCIL  
City Hall, 215 SE 7th Street, Suite 255  
Topeka, KS 66603-3914  
Tel: (785) 368-3710  
Fax: (785) 368-3958  
[www.topeka.org](http://www.topeka.org)

**Committee:** Policy & Finance

**Meeting Date:** April 23, 2024

**Time:** 2:00pm

**Location:** 1<sup>st</sup> Floor Conference Room, Cyrus K. Holliday Building 620 SE  
Madison (*a virtual attendance option is available*)

## **Agenda:**

- 1) Call to order
- 2) Elect 2024 Committee Chair
- 3) Unassigned Reserve Fund Projects:
  - a. Hotel Topeka Chiller
  - b. LMI Property Maintenance Rehab Funding
  - c. IT Network Switches
- 4) Update – ARPA Grant
- 5) Trade Board Residency Requirement
- 6) Uniform Plumbing Code: Backflow Prevention Devices
- 7) Adjourn

**STAFF REQUESTED:** Richard U. Nienstedt, Interim City Manager  
Braxton Copley, Public Works Director  
Rhiannon Friedman, Planning Director  
April Hazen-Shaffer, Sr. Grant Administrator  
Richard Faulkner, Dev. Services Division Director

**COMMITTEE MEMBERS:** Marcus Miller – District 6  
Spencer Duncan – District 8  
Michelle Hoferer – District 9

**\*\*\* Please call the Council Office by 5:00pm on the date prior to the meeting to request Zoom link. \*\*\***







1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION introduced by the Policy and Finance Committee comprised of  
4 Councilmembers Marcus Miller, Spencer Duncan and Michelle  
5 Hoferer, authorizing the use of \$200,000 from the Unassigned  
6 Reserve Fund for chiller rehab at Hotel Topeka.  
7

8 WHEREAS, Resolution No. 9512 establishes a policy regarding Unassigned  
9 Reserve Fund expenditures that requires Governing Body authorization; and

10 WHEREAS, the consultant that the City retained has completed a Property  
11 Condition Assessment (PCA) that identified that only one of two chillers is currently  
12 operational at Hotel Topeka and has recommended that the non-working chiller (the Trane  
13 Chiller) be replaced or rehabilitated as part of the immediate capital needs; and

14 WHEREAS, the Governing Body agrees with the need to have two chillers  
15 operational at Hotel Topeka.

16 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
17 CITY OF TOPEKA, KANSAS, that it authorizes \$200,000 from the Unassigned Reserve  
18 Fund to the Topeka Development Corporation to rehabilitate the Trane Chiller. This  
19 project meets one or more of the conditions stated in Resolution No. 9512 for use of said  
20 funds.

21 ADOPTED and APPROVED by the Governing Body \_\_\_\_\_.

22 CITY OF TOPEKA, KANSAS

23  
24  
25 \_\_\_\_\_  
26 Michael Padilla, Mayor

27 ATTEST:

28  
29  
30 \_\_\_\_\_  
31 Brenda Younger, City Clerk



Trane U.S. Inc.  
11211 Lakeview Avenue  
Lenexa, KS 66219  
Phone: (913) 599-4664  
Fax: (913) 599-4669  
Service Contact: (913) 599-4664

February 21, 2024

HOTEL TOPEKA AT CITY CENTER  
1717 SW TOPEKA BLVD  
Topeka, KS 66612-6661  
(785) 431-4725

Site Address:  
Hotel Topeka at City Center  
1717 SW Topeka Blvd  
Topeka, KS 66612

**ATTENTION:** Wayne Wazlawik

**PROJECT NAME:** Hotel Topeka at City Center Chiller Overhaul

### **TRANE COMPRESSOR OVERHAUL FOR CENTRAVAC®**

Trane's CenTraVac Compressor Overhaul service program is a major inspection and maintenance program that brings the chiller compressors to like new condition. A chiller overhaul is recommended by Trane Service to be done every 8 to 10 years depending upon severity of use.

Per the attached proposal, it is our recommendation that your chiller be scheduled for a CenTraVac Compressor Overhaul. This is based on the deep dive of the unit that Trane performed on 2/2/2024.

Thank you for giving us this opportunity. If you have any questions or concerns, please call me at (913) 225-4134.



Sincerely,

Chad Bertelsmeier  
Direct Account Manager  
E-mail: Chad.Bertelsmeier@trane.com  
Cell: (913) 225-4134

**Trane**

**PROPOSAL**

We are pleased to offer you this proposal for performance of the following Services for the Equipment listed:

# Hotel Topeka at City Center

The following "Covered Equipment" will be serviced at Hotel Topeka at City Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Chiller #1	1	Trane	RTHDUB2FXT	U18E01188	Chiller #1

**SCOPE:**

- Plug 5 Condenser Tubes (Failed ECTT)
- Compressor Replacement and removal
- Oil Separator
  - o Cond Pressure Transducer
  - o O/rings in&out
  - o Service Valve
  - o (5) Relief Valves
- Discharge Linc Replacement
  - o (2) Orings
  - o HPC Switch
  - o Isolation Butterfly Valve
- Oil Tank
  - o Optical Sensor
  - o (2) Elm01405
  - o Masher Oil Solenoid Valve
  - o Oil Cooler
  - o TXV For Oil Cooler
  - o (2) Service Valves on oil Line
- Evaporator Parts
  - o Gas Pump Assembly
    - Fill solenoid Valve
    - Drain Solenoid Valve
    - Check Valve
    - (No Coils Needed)
  - o (2) Suction Line Orings
  - o Charging Valve at bottom of Evap
  - o Service Valve near evap pressure Transducer
  - o Evap Pressure Transducer
  - o Liquid Level Sensor
  - o Liquid Level Canister Housing
  - o EXV
  - o (2) Sight glasses on EXV Housing
  - o Gasket from EXV Housing to evap
  - o Ring from EXV Housing to liquid Line

- Condenser Parts
  - o (10) Tube Plugs
  - o Service valve on top of condenser.
  - o Charging Valve on bottom of condenser
  - o Isolation Service Valve on bottom of Condenser
  - o (2) Gaskets for isolation Service Valve
  - o Need Oil fittings for compressor (3)
  - o Oil Sump
  
- Seal entire unit – Dehydrate entire unit and run R-134b through the unit to descale, and remove all grime and rust throughout the unit. This is a multi-cycle in order to get it back to as new as possible. This is a (5) day process.
  - o Flushing Procedure:
    - We will first Flush the chiller out with refrigerant brought on site to use as a flushing gas. This is to help remove any standing water as well as reduce the number of debris in the chiller.
  - o Unit Dehydration
    - This will be measured on the micron Level
    - Our normal acceptance criteria would be when the unit is able to hold a 1,000 micron vacuum hold test for 4 hours with no more than 2000 micron rise in that time
    - We will leave the unit under vacuum (nitrogen blanket may be needed)
    - When completed we will disconnect all equipment as necessary
  
- Startup Unit and verify operation.

Trane plans to remove the Trane chiller from Hotel Topeka – load it up on a truck – and take it to the Trane Parts center in Topeka at a staging area.

This will give us access to Forklifts – easier access – removal and changing of a 600 lb compressor – and all the parts will be stored in a staging area at the parts center. This also gives us access to 480 for the descaling/R-134b equipment.

**PRICING AND ACCEPTANCE**

**TOTAL PRICE: .....\$198,677.86 USD**

**CLARIFICATIONS**

- 1. Price does not include applicable sales taxes, which will be added and reflected in the invoice(s).
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. Fan coil to be reinstalled by customer once Chiller is relocated and reinstalled

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer. In the event a "Service Project" is also included as part of the Agreement funding option, Customer shall pay to Company the Cancellation Fee which shall be set forth in "Exhibit A" Cancellation Schedule attached hereto, which Cancellation Fee represents unbilled labor, non-labor expenses, and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 7 of the attached Terms and Conditions – Quoted Service.

**This proposal is valid 30 days from February 21, 2024.**

**This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions – Quoted Service.**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Chad Bertelsmeier
_____	Proposal Date: February 09, 2024
Printed Name	Cell: (913) 225-4134
_____	Office: (913) 599-4664
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

**TERMS AND CONDITIONS – QUOTED SERVICE**

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

**1. Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon the Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services rendered by Company to the date of cancellation.

**4. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**5. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**6. Services Fees and Taxes.** Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

**7. Payment.** Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

**8. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**9. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**10. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**11. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement (“Pre-Existing Conditions”) including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**12. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the “Limited Warranty”). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company’s obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer’s failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company’s equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company (“Third-Party Product(s)”) are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

**SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.**

**THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

**13. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**15. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

**16. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**17. Insurance.** Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

**18. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**19. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**20. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**21. U.S. Government Contracts.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)  
Supersedes 1-10.48 (0720)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) data backups; and
  - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

#### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

#### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

#### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



# LMI Property Maintenance Rehab Funding

- **Amount:** \$200,000
- **Description:** The city currently partners with the Federal Home Loan Bank and receives a 3-year \$750,000 grant to help low-to-moderate income homeowners address property needs for code violations. This grant requires that 50% of the applications received fall into the HELP area. The city has a number of code violations that include detached garages. Expanding this grant with additional funds would allow the city to assist individuals related to these needs and bring a whole property up to code. Often individuals are put on a waitlist while we meet the 50% HELP area requirement.

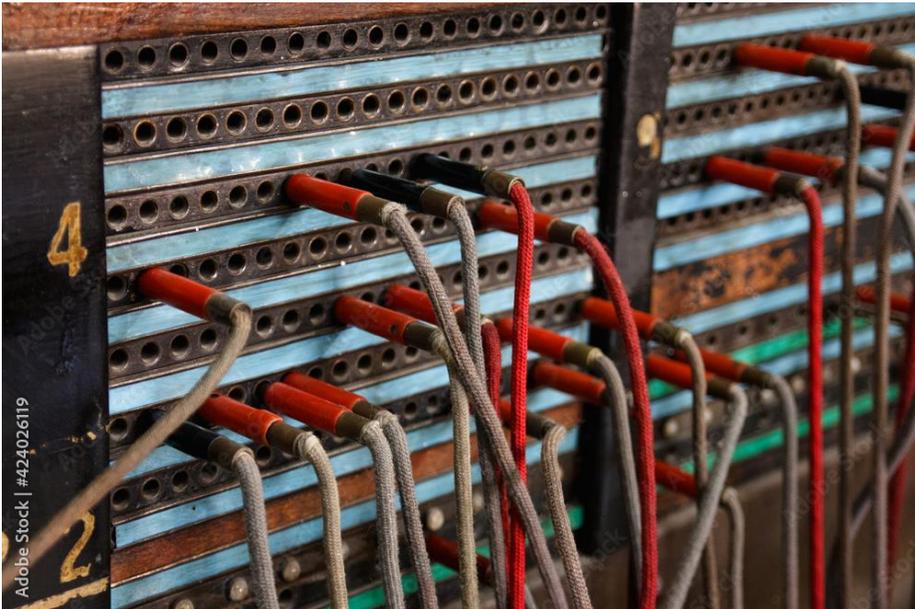


# One-Time Capital Expenditure IT Switches

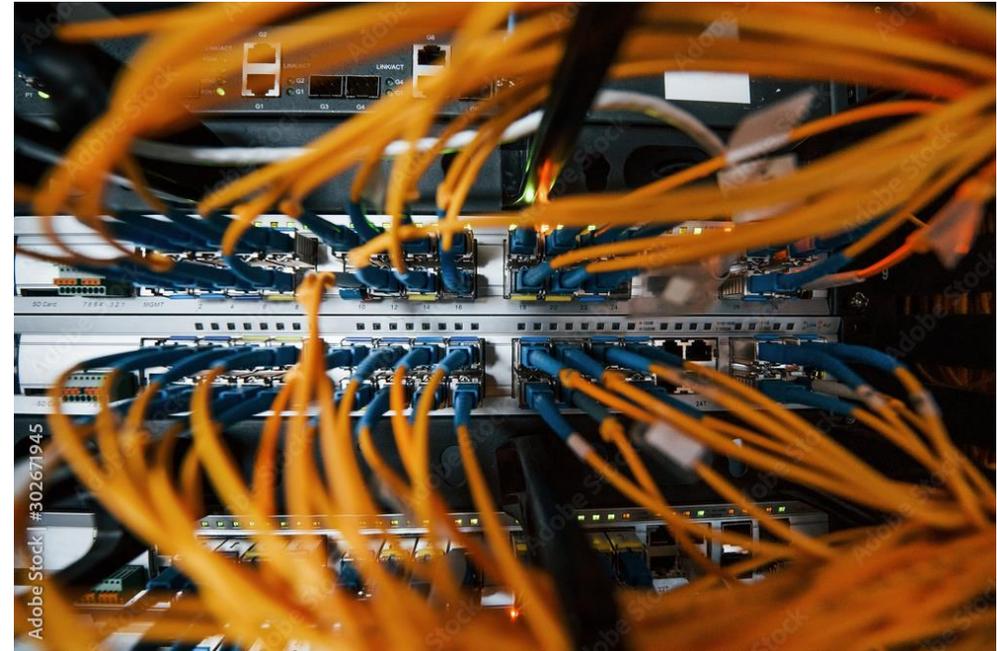


## IT Network Switches

Connects communication data and “packets” across networks, between components in the computer network, between City data centers and facilities, and across to the Internet.



Switches are critical IT infrastructure component that allows electronic communication and information



# ONE TIME CAPITAL EXPENDITURE: IT Switches

**GOAL:** Upgrade all network switches across the computing enterprise of the City

**PROJECT BRIEF** Replacement of 120 switches in a two-phased project extending across two years.

**PROJECT COST:** \$790,000 across two years (\$350,000 + \$440,000)

# ONE TIME CAPITAL EXPENDITURE: IT Switches

## PROJECT DESCRIPTION:

Across the City there are nearly 120 switches in 75+ distinct physical locations. All require replacement due to switch age.

Project implementation across 2 years

- ✓ **Year 1:** replace switches on the exterior ring around the City
  - many physical locations, more straight-forward technology
- ✓ **Year 2:** replace switches in the City's three-pronged technology infrastructure core
  - fewer physical locations, more complicated technology

# ONE TIME CAPITAL EXPENDITURE: IT Switches

## Current State:

Switches in place since 2014 and 2015

- ✓ 9-10 years old, average 83,200 hours of continuous operation
- ✓ expected switch life - 5 years or 43,800 operating hours
- ✓ 190% of expected life

**Switch failures due to current age are looming**

# ONE TIME CAPITAL EXPENDITURE: IT Switches

## IMPACT of SWITCH FAILURES (if project not executed):

- Switches failure yields halted electronic communication
  - No Network services across the City enterprise.
  - No data in, No data out,
  - No data between people, departments, or internet.
- End Result: Loss of business operations across the City.

# NEW ONE TIME CAPITAL EXPENDITURE

## Capital Improvement Project Summary

<b>Project Name:</b>	Network Switch Upgrades	<b>Department:</b>	IT
<b>Project Number:</b>	900054.00	<b>Division:</b>	IT
<b>Primary Funding Source:</b>	One Time Capital Expenditure	<b>Contact:</b>	Randi Stahl
<b>Multiple Funds:</b>	No	<b>New Project?</b>	No
<b>Council District(s):</b>	Multiple	<b>1st CIP Year:</b>	
		<b>Type:</b>	Project

### Project Description & Justification:

#### ONE TIME CAPITAL EXPENDITURE

The purpose of this project is to upgrade all network switches across the computing enterprise of the City in a two-phased project extending across two years. Network switches interconnect all computing devices across all City facilities back to the City data center and to the Internet. The switches are aging, are beyond expected lifecycle, and are near or beyond end-of-life support thus, the risk of failure is increasing. The current network switching infrastructure has been in place since 2014 and 2015. Network switches operate continuously and have an average lifespan of 5-years or 43,800 hours. A hardware failure of core network switches would lead to a loss of network services across the enterprise resulting in the loss of business operations across the City. Phase one of this project will occur in 2024 and address switches on the exterior ring around the City; Phase two of the project will occur in 2025 and will address the three-pronged core of the City's technology infrastructure architecture.

Project Estimates	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Technology	\$ 350,000	\$ 440,000	\$	\$	\$	\$	\$ -	\$ 790,000
<b>Totals</b>	<b>\$ 350,000</b>	<b>\$ 440,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ -</b>	<b>\$ 790,000</b>

Financing Sources	>2024	2025	2026	2027	2028	2029	2030 & Beyond	Total Cost
Operating Fund IT	\$ 350,000	\$ 440,000	\$	\$	\$	\$	\$ -	\$ 790,000
<b>Totals</b>	<b>\$ 350,000</b>	<b>\$ 440,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ -</b>	<b>\$ 790,000</b>



		4/30/2023	10/30/2023	4/30/2024	Notes
Company	ARPA monies remaining as of 4/19/24	Report submitted	Report Submitted	Report Submitted (not due until 4/30/24)	
ArtsConnect	\$29,782.50	x	x		
Catholic Charities of Northeast Kansas	\$0.00	x	x		
Child Care Aware of Eastern Kansas	\$375,000.00	x	x		Spoke with Sarah Elsen, Executive Director on 4/17/24 about the balance and she was calling a team meeting to discuss these monies and will get back to me by end of month with a plan. 4/18/24 I wanted to update you on our ARPA grant. We did have \$28,000 that was distributed to providers last week and we have another 3-4 providers that are close to meeting the qualifications to get disbursement.  We have brainstormed a few ideas on how we could possibly utilize the remaining funds, and today are sending out a survey to providers to gather some information so we can make the best proposal. I will be in touch soon!
Community Action	\$0.00	x	x		
Cornerstone of Topeka	\$0.00	x	x		
Cornerstone of Topeka	\$0.00	x	x		
Cornerstone of Topeka	\$0.00	x	x		
East Topeka Senior Center	\$0.00	x	x	X	
Family Service & Guidance Center	\$0.00	x	x		
Housing and Credit Counseling, Inc.	\$38,070.00	x	x		
IBSA	\$0.00	x	x	X	
Open Arms Outreach Ministries	\$0.00	x	x		
Papans Landing Senior Center Inc	\$182,902.50	x	x	X	Spoke with Executive Director Robin St. James and they are awaiting KDOT to approve their request to purchase a 15 passenger van and ARPA monies will be used to build a garage to house it.

Patterson Family Child Care	\$20,640.00	x	x		
Prevention and Resiliency Services (PARS)	\$52,749.00	x	x		
Sheltered Living Inc (SLI)	\$106,390.00	x	x		
TARC, Inc.	\$0.00	x	x		
The Gil Carter Initiative	\$0.00	x	x		
The Mirror Inc,	\$0.00	x	x		
The Salvation Army of Topeka	\$0.00	x	x	X	
Topeka Habitat for Humanity	\$0.00	x	x		
Topeka Lulac Multipurpose Senior Center	\$0.00	x	x	X	
Valeo Behavioral Health	\$0.00	X	x	X	
YWCA Northeast Kansas	\$50,818.00 and \$132,531.50	X	x		They are awaiting approval to complete the rest of their building upgrades which the ARPA money will be used for
		7/30/2023	1/30/2024	7/30/2024	
Boys & Girls Club of Topeka	\$0.00	x	X		
Boys & Girls Club of Topeka	\$0.00	x	X		
Breakthrough House	\$3,750.00	x	X		
Breakthrough House	\$0.00	x	X		
Central Topeka Grocer Oasis Group	\$314,068.00	x	X		They have been in contact with Rhiannon Friedman about plans but nothing has come to fruition.
Community Center at Ripley Park	\$0.00	X	X		
Community Center at Ripley Park	\$0.00	X	X		
Community First/International Academy	\$0.00	x	X		

Community Resources Council	\$0.00	x	X		
Community Resources Council	\$0.00	x	X		
Door Step Inc	\$0.00	x	X		
El Centro de Servicios para Hispanos	\$110,897.50	x	X		
First Congregational Church of Topeka	\$96,039.13	x	X		
Florence Crittenton Services of Topeka	\$76,500.00	x	X		
HEARTS	\$22,513.50	x	X		
It Takes a Village	\$100,475.00	x	X		
Love Fellowship Church	\$0.00	x	Email 2/9, 2/23		
Positive Connections	\$13,500 and \$987	x	X		
SNCO Medical Society HealthAccess	\$0.00	x	X		
Stay Calm Calmate, Inc.	\$16,450.00	X	X		
Strengthening & Equipping Neighborhoods Together (SENT)	\$0.00	x	X		
Topeka Center for Peace and Justice	\$0.00	x	X		
Topeka North Outreach	\$0.00	Email sent 8/25/23 and 11/29/23	Email 2/9, call 3/5, email 4/12		

\*Staff sends an email to each grantee at the beginning of each month reminding them that reports are due. An additional reminder email is sent out mid-month.

Additional attempts to reach out to delinquent grantees have been made, but were not documented.



# CITY OF TOPEKA

Richard Faulkner  
Division Director of Development Services  
Holliday Building, 620 SE Madison St., Topeka, KS 66607

[rfaulkner@topeka.org](mailto:rfaulkner@topeka.org)  
Tel: 785-368-1606  
[www.topeka.org](http://www.topeka.org)

Date: April 23, 2024

To: Policy & Finance Committee  
Marcus Miller  
Spencer Duncan  
Michelle Hoferer

From: Richard Faulkner, Division Director Development Services

Subject: Topeka Municipal Code 5.63.120

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At the present time we have three trade boards, Plumbing, Mechanical and Electrical, which need members to fill the boards. The Plumbing Board is down 2 members, Mechanical Board down 2 members, and the Electrical Board down 1 member. We have reached out to people in these trades to get members. We had some response and had people in these trades submit applications to join the boards but were not selected. The issue that they faced is they do not live within the city limits so their applications were denied.

This is an issue that was faced by the Board of Building Fire Appeals (BBFA). To address this issue the BBFA worked to get the requirement of living within City limits modified. They were able to get it modified to allow board members who own a business or work within the city limits be allowed to be on BBFA. We are working to get this same modification applied to the trade boards.

1 (Published in the Topeka Metro News \_\_\_\_\_)  
2

3 ORDINANCE NO. \_\_\_\_\_  
4

5 AN ORDINANCE introduced by Interim City Manager Richard U. Nienstedt,  
6 concerning the establishment of boards for each trade created,  
7 amending § 5.63.120 of the Topeka Municipal Code and repealing  
8 original section.  
9

10 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

11 Section 1. That section 5.63.120, Boards, of The Code of the City of Topeka,  
12 Kansas, is hereby amended to read as follows:

13 **5.63.120 Boards.**

14 (a) *Boards for Each Trade Created.* There is hereby created a board for each of the  
15 licensed trades: Board of Electrical Appeals, Board of Plumbing Appeals, and Board of  
16 Mechanical Appeals. Such boards shall have five members and shall be comprised of  
17 two masters licensed in the particular trade, two journeymen licensed in the particular  
18 trade, and an engineer, practicing in the particular trade, appointed in accordance with  
19 TMC [2.205.010](#) and the Charter Ordinance codified at Appx. A, Section [A2-72](#).

20 Provided, however, the two positions designated to be filled by journeymen may be  
21 filled by licensed journeymen, licensed masters, or engineers practicing in that particular  
22 trade. Further, a candidate for a position on the board, who is otherwise qualified but  
23 does not reside in the City, may be appointed if the candidate resides in Shawnee  
24 County and is employed or operates a business within the City. The purpose of the  
25 boards shall be to hear appeals from administrative decisions and upon request from  
26 the administration to review applicants in accordance with this chapter.

27 (b) *Terms of Members.* The terms of office for the members of the trade licensing  
28 boards shall be two years.

29 (c) *Chairpersons.* The chairpersons of the trade licensing boards shall be selected by a  
30 majority vote of the members thereof.

31 (d) *Licensing Authority.* The Board shall have the final authority to determine the  
32 experience and competency to take the examination for the particular license. The  
33 Development Services Director shall review all initial applications prior to testing to  
34 determine eligibility and shall notify the applicant of the test results within seven working  
35 days after receipt of the test results. Any appeals from the licensing determination of the  
36 Development Services Director shall be made to the Board.

37 (e) *Authority to Hear Appeals, Permit Exceptions and Grant Variances or Waivers.*

38 (1) The Board shall have authority to hear and determine appeals from  
39 interpretations or other determinations by the Development Services Director of the  
40 code.

41 (2) The Board shall also have the authority to grant exceptions, variances or  
42 waivers from the code provisions in cases or situations which meet the purpose and  
43 intent of the code. An exception, variance or waiver shall only be granted in those  
44 situations that will not endanger life or limb, health, property, or public welfare. All  
45 requests for appeals from interpretation of the code by the Development Services  
46 Director, exceptions, variances or waivers shall be written. Such application shall be  
47 accompanied by a full written explanation of the rationale and reasoning for such  
48 request.

49 (3) Procedure for appeal and granting exceptions, variances or waivers shall be in  
50 accordance with TMC [2.45.010](#) et seq. Provided, however, appeals under this  
51 chapter shall be to the Board and not to a Hearing Officer. Further, the decision of  
52 the Board shall constitute the final determination by the City.

53 (f) *Authority to Suspend or Revoke License.*

54 (1) The Board shall be empowered to suspend a license for infractions including  
55 but not limited to the following:

56 (i) Failure to obtain a permit prior to initiating work on the project.

57 (ii) Creating a hazardous situation which endangers life and/or property.

58 (iii) Failure to correct a written violation notice within the allotted time.

59 (2) The Board shall be empowered to revoke a license for infractions including but  
60 not limited to the following:

61 (i) Loaning of his license to another individual or company.

62 (ii) Creating a hazardous situation which endangers life and/or property.

63 (iii) Subsequent violations of failure to obtain a permit prior to initiating work on  
64 the project, creating a hazardous situation which endangers life and/or property,  
65 or failure to correct written violation notice within the allotted time after having  
66 been previously suspended for such violation.

67 (3) The Development Services Director shall send written notice to the license  
68 holder setting forth the alleged infraction(s) and setting forth a time and place at

69 which the proposed suspension or revocation will be heard by the Board. Procedure  
70 for administrative hearings related to suspension or revocation shall be in  
71 accordance with TMC [2.45.010](#) et seq. to the extent applicable. Provided, however,  
72 appeals under this chapter shall be to the Board and not to a Hearing Officer.  
73 Further, the decision of the Board shall constitute the final determination by the City.  
74 During the course of suspension or revocation, all work shall cease except that work  
75 necessary to correct a hazardous situation or correct a written violation notice. (Ord.  
76 19330 § 31, 11-3-09. Code 1995 § 30-531.)

77 Section 2. That original § 5.63.120 of The Code of the City of Topeka, Kansas,  
78 is hereby specifically repealed.

79 Section 3. This ordinance shall take effect and be in force from and after its  
80 passage, approval and publication in the official City newspaper.

81 Section 4. This ordinance shall supersede all ordinances, resolutions or rules,  
82 or portions thereof, which are in conflict with the provisions of this ordinance.

83 Section 5. Should any section, clause or phrase of this ordinance be declared  
84 invalid by a court of competent jurisdiction, the same shall not affect the validity of this  
85 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

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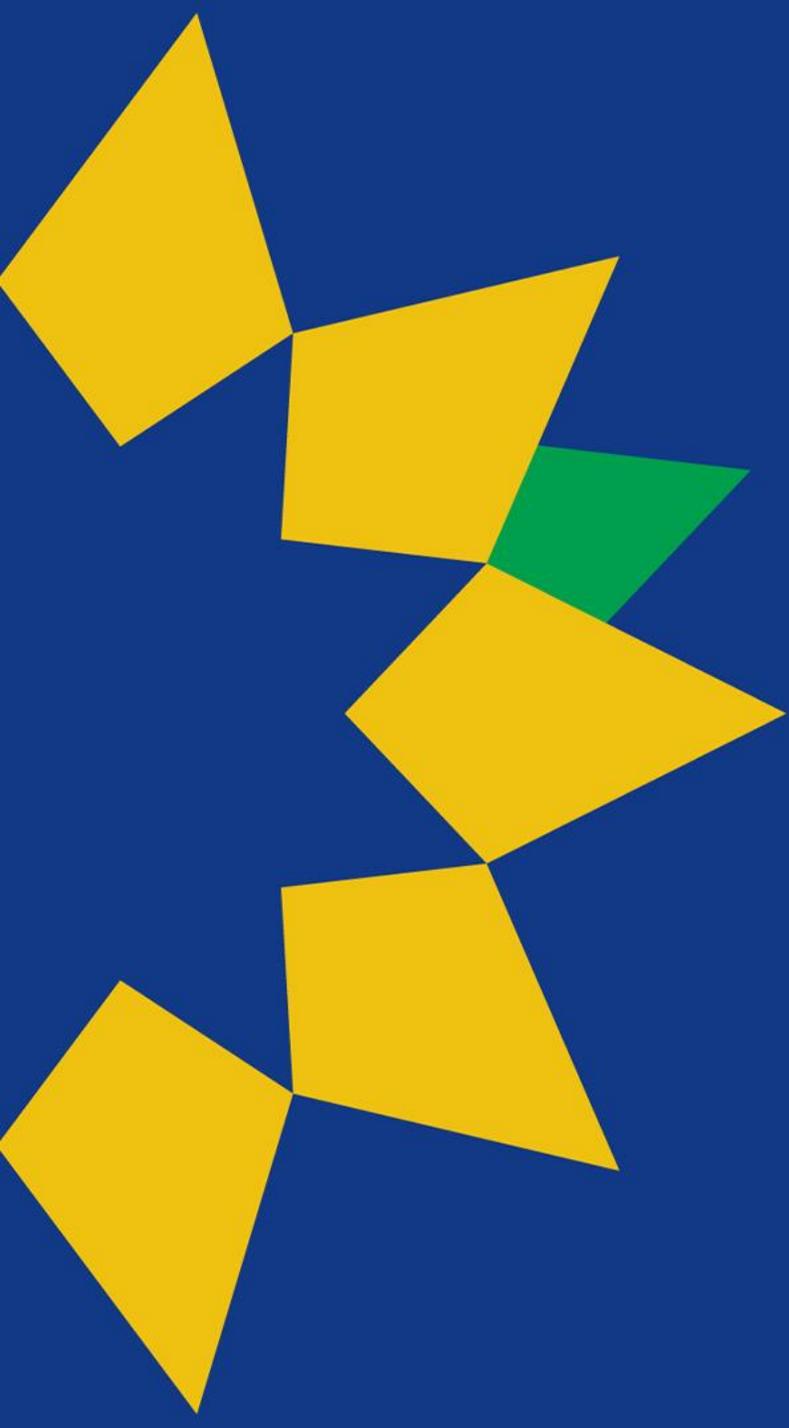
PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Michael A. Padilla, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Younger, City Clerk



CITY OF  
**TOPEKA**



# Topeka Municipal Code Amendment

Section 5.63.120 Boards

Our current municipal code requires that all members of our boards reside within the city limits of Topeka:

*TMC 2.205.010 ...Unless otherwise provided, all members appointed to any board, commission, or plural authority shall be residents of the City...*



- The current code limited the number of people who may apply to a board
- Our trade boards are not filled at this time (Plumbing-2, Mechanical-2, and Electrical-1)
- We reached out to our contractors in these fields to get candidates for these boards.
- We had enough candidates to fill the boards but they did not live in the city limits
- The Board of Building Fire and Appeals (BBFA) was faced with same situation

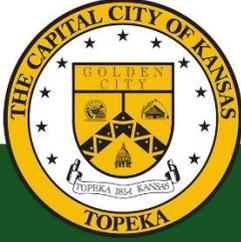


- We have sent out emails to our licensed contractors to get their input on looking into modifying the this code to include people who live in the county and either own a business or work in Topeka
- We discussed this proposal with the trade boards and the BBFA
- The BBFA was able to get the requirement modified to allow people who live in the county and either own a business or work in Topeka to join their board



- All the trade boards and the BBFA have recommended that we bring this request to amend this code to the Governing Body
- Staff supports this recommendation
- Our trade boards are important part of the development of our community, and having these boards full is important to collect input and feedback





# CITY OF TOPEKA

Richard Faulkner  
Division Director of Development Services  
Holliday Building, 620 SE Madison St., Topeka, KS 66607

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Tel: 785-368-1606  
[www.topeka.org](http://www.topeka.org)

Date: April 23, 2024

To: Policy & Finance Committee  
Marcus Miller  
Spencer Duncan  
Michelle Hoferer

From: Richard Faulkner, Division Director Development

Services Subject: 2018 Uniform Plumbing Code 603.4.9

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### **603.4.9 Prohibited locations**

"Backflow prevention device with atmospheric vents or ports shall not be installed in pits, underground, or submerged locations. Backflow preventer shall not be located in area containing fumes that are toxic, poisonous or corrosive."

The City of Topeka has not had the backflow inspector doing the field inspection until this past year (2023). This explains why staff are now identifying the backflow devices that are located in pits, which is not permitted by the code. The problem is with the backflow device being in a pit; if the pit fills up the water the water can get inside the backflow device and filter into the city water supply, which is just the thing the backflow device is to prevent.

The City are allowing those backflow devices that are in place at this time to remain, however if the device has to be replaced we are requiring them to install as required by the code. This information is covered in Uniform Plumbing Code.