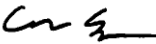


AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 3/24/2026
Meeting Date: 4/13/2026
Submitted By: Codey Sibley
Department: Facilities Management
Signature of Elected Official/Department Head:


Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:
Consider and Approve Proposal by TKE in the Amount of \$3,870.65 for
Elevator Repairs at the Annex Building, 1 North Main Street; with Authorization
for County Judge to Sign.

(May attach additional sheets if necessary)

Person to Present: Codey Sibley

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL
(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 3 minutes

Session Requested: (check one)
 Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:
 County Attorney IT Purchasing Auditor
 Personnel Development Services Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Repair Work Order



March 12, 2026

Purchaser: JOHNSON COUNTY
Address: 1 N MAIN ST RM 305
CLEBURNE, TX 76033-5543

Location:
Address:

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Three Thousand Eight Hundred Seventy Dollars and Sixty Five Cents (\$3,870.65)** plus any applicable sales or excise tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

If not accepted with (30) thirty calendar days of the date presented to Purchaser, this Work Order shall automatically be revoked and shall be null and void.

Summary:

Elevator	TKE ID	Description	Repair category
1	US100816	Emergency light and alarm bell	Safety

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at 1 682 2533420.

We appreciate your consideration.

Regards,

Heather Tate
TK Elevator Corporation
7425 Pebble Dr
Ft. Worth TX 76118
heather.tate@tkelevator.com |1 682 2533420

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

AHJ VIOLATION

Payment Terms

100% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time of TK Elevator's completion of the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

The price of this Work Order includes all value added taxes, tariffs, duties, and similar charges imposed on TK Elevator as of the date of execution of this Work Order. The price of this Work Order is subject to escalation - even after Purchaser's acceptance of this Work Order - under certain circumstances. After the date of acceptance of this Work Order and in addition to the Work Order price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities; (2) charges from its suppliers for any of the applicable materials and/or components due to (a) supply chain issues, (b) the imposition of applicable value added taxes, tariffs, duties or other charges by applicable governmental authorities; and/or (c) if the completion of work called for in this Work Order occurs after any milestone mentioned earlier in this Work Order; and/or (3) charges from TK Elevator's shippers and/or freight forwarders, all along with profit and overhead associated with those amounts. When any materials and/or components applicable to the work described in this Work Order are ready to ship, TK Elevator will provide Purchaser with a change order that includes such value added taxes, tariffs, duties and/or charges imposed by applicable government authorities and/or such charges from its suppliers and freight forwarders for any of the applicable materials and/or components as set forth above, along with profit and overhead associated with those amounts, which must be executed and fully paid for prior to and as a condition precedent to such shipment.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. 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. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its 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, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state or province (as applicable) where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, whether state, provincial or Federal as applicable, located there as well that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.



Repair Work Order

Acceptance

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

**JOHNSON COUNTY
(Purchaser):**

TK Elevator Corporation Management Approval

By: _____

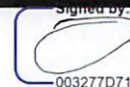
(Signature of Authorized Individual)
Brandy Ford

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By: _____

Signed by: 

003277D71BB54A2...

(Signature of Branch Representative)

Lance Wilson
General Manager

3/18/2026

(Date of Execution)

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Contract Number: US40623

Attn: Brandy Ford
 JOHNSON COUNTY
 1 N MAIN ST RM 305
 CLEBURNE TX, 76033-5543

Date	Terms	Reference ID	Customer Reference # / PO
March 12, 2026	Immediate	TK-2026-00443162	
Total Contract Price:			\$3,870.65
Estimated Tax:		8.2500	\$319.33
Estimated Invoice Amount (Incl. of taxes)			\$4,189.98
Down Payment:		(0%)	\$0.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at 1 682 2533420. To make a payment by phone, please call 678-392-4796 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: JOHNSON COUNTY	Remit To:
Location Name:	TK Elevator
Customer Number: 62605	PO Box 3796
Quote Number: 2026-2-2059916	Carol Stream, IL
Reference ID: TK-2026-00443162	60132-3796
Remittance Amount: \$0.00	For overnight checks, please send to:
	Deluxe
	TK Elevator 3796
	5450 N. Cumberland Ave.
	Chicago, IL 60656

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Chr Boe
Christopher Boedecker
As Johnson County Judge

4-13-24
Date

Attest: *April Long*
County Clerk, Johnson County



4-13-24
Date

TKE

Signed by: *[Signature]*
003277DZ1BB54A2

COMPANY:

3/18/2026

Authorized Representative of Company

Date

Lance Wilson

Printed Name: _____

Title: General manager

Brandy Ford

From: Tate, Heather <heather.tate@tkelevator.com>
Sent: Thursday, March 12, 2026 11:53 AM
To: Brandy Ford
Subject: RE: Johnson County - AHJ violation - Repair proposal

**CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.**

The taxes will be removed as you are flagged as Exempt in our system, the proposals all get generated with taxes and then once we book them depending on the account will determine if the taxes will be billed or not.

Unfortunately the T&C's are required on all of our repair proposals.

Regards,

Heather Tate
Service Repair Operations Coordinator, QEI Coordinator, Fort Worth | Midland

M +1 817-307-4843 heather.tate@tkelevator.com
TK Elevator Corporation | 7425 Pebble Drive, Fort Worth TX 76118 | USA | www.tkelevator.com/us
TK Elevator Corporation | 2715 S. CR.1208, Midland TX 79706 | USA | www.tkelevator.com/us

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

From: Brandy Ford <bford@johnsoncountytexas.org>
Sent: Thursday, March 12, 2026 11:47 AM
To: Tate, Heather <heather.tate@tkelevator.com>
Subject: RE: Johnson County - AHJ violation - Repair proposal

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Can you remove the terms and conditions? If not, We have to send this to Commissioners Court for the County Judge to sign.

Also, tax needs to be removed.

Brandy Ford
Facilities Management
411 Marti Dr
Cleburne, Tx 76031
817-556-6071/3461

From: Tate, Heather <heather.tate@tkelevator.com>
Sent: Thursday, March 12, 2026 11:25 AM
To: Brandy Ford <bford@johnsoncountytexas.org>
Subject: RE: Johnson County - AHJ violation - Repair proposal

**CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.**

Good morning :

I hope this email finds you well.

Please review the attached repair proposal to have the state inspection violations repaired/corrected that were noted as AHJ violations during the 2026 state inspection process, Which are not covered under the current maintenance agreement in place with TK Elevator.

To proceed with scheduling, please have the attached proposal signed and emailed back to us, to expedite the necessary parts needed to complete the repairs.

Thank you, as we look forward to getting these repairs completed this year. Should you have any questions, please let us know.