

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2026-40

For the September 16, 2026
Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

AN ORDINANCE AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER AND EXECUTE A CONTRACT WITH KONE INC. FOR THE REPAIR OF THE ELEVATOR AT THE SHAKER HOUSE, AND DECLARING AN EMERGENCY.

WHEREAS, The Shaker House has one main elevator that is currently not working and in need of immediate repairs to the main motor; and

WHEREAS, the Village has a current contract with Kone, Inc. for maintenance of the elevator and contracts separately with Kone, Inc. for extraordinary repairs or maintenance; and

WHEREAS, Kone, Inc. has proposed to replace the main motor at a cost not to exceed \$48,874.16; and

WHEREAS, It is necessary to authorize the Mayor and President of Council to enter and execute an Agreement with Kone, Inc. for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: The Mayor and President of Council are hereby authorized to enter and execute an Agreement with Kone, Inc. for an amount not to exceed \$48,874.16 for the necessary and immediate repair or replacement of the motor for the main elevator at the Shaker House. The contract for this work is attached hereto and incorporated herein by reference as Exhibit A.

Section 2: The Law Director shall review and approve the agreement.

Section 3: Council finds and determines that all formal actions of the Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberation of the Council, and of any of its committees resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and to address the need for re surfacing of Chagrin Boulevard, and it shall therefore, take effect immediately upon passage.

Passed in Council this 16th day of September, 2026.

First Reading ✓ Second Reading _____ Third Reading _____

Vote: Pride ✓ yea ___ nay _____ Greene ✓ yea ___ nay _____ Mills ✓ yea ___ nay _____

McManus ✓ yea ___ nay _____ Wright ✓ yea ___ nay _____

Cassandra Pride 9/16/26
Cassandra Pride Date
President of Council

Attest: Margaret Sikon 9/16/26
Margaret Sikon, Clerk of Council Date

Filed with the Mayor: ✓ 9/22/26
Date

Approved By: M. L. Booker 9/22/26
Michael L. Booker, Mayor Date

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

August 26, 2026

VILLAGE OF HIGHLAND HILLS
3700 Northfield Road
Highland Hills, OH 44122

ATTN: Collin Sullivan

Re: Highland Hills - Motor Work

Dear Collin Sullivan,

The safety, performance and reliability of your vertical transportation equipment are important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency

Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at 4407284292.

Sincerely,

Christopher Nolan
Sales Representative
KONE Inc.



August 26, 2026

VILLAGE OF HIGHLAND HILLS
3700 Northfield Road
Highland Hills, OH 44122

ATTN: Collin Sullivan

Re: Highland Hills - Motor Work

KONE

Cleveland
6670 W. Snowville Road
Brecksville, Ohio 44141
Phone: 4407284292
Fax:
christopher.nolan@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the #1 Passenger Traction located at HIGHLAND HILLS.

KONE Elevator shall provide the necessary labor, material, travel, expenses to perform the following scope of work on #1 Passenger Elevator:

- Send existing motor for a complete rebuild. Rebuild includes the following:
 - Teardown & inspect, testing, clean & prep parts, furnish & install new bearings, dynamically balance rotor, assemble, test & paint
 - Rewind AC stator
 - Strip & clean stator, rewind stator, dip & bake stator.
- (2) Crane picks
 - The first crane pick to remove the existing motor to then send off to vendor for rebuild/rewind.
 - The second crane pick to install the motor after vendor is completed.
- Wiring diagrams for the controller. When on site, there are no wiring diagrams.

Any unforeseen material/labor that is not listed in this proposal will be provided with an additional proposal.

Price

Our total price to perform the above-mentioned work amounts to: \$48,874.16 plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

Down Payment

The above quoted price is based on a \$24,437.00 down payment, due before the order will be processed. Once the proposal is signed and loaded into our system a down payment invoice will be issued. KONE reserves the right to delay ordering of material or commencing work until down payment is received. In the event the order is cancelled by the Customer, Customer shall reimburse KONE for all work performed and materials ordered as of the date of cancellation and Customer shall pay KONE a cancellation fee of 50% of the order value.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of VILLAGE OF HIGHLAND HILLS

Respectfully submitted by,
KONE Inc.

(Signature)

Michael L. Booker

(Print Name)

Mayor

(Print Title)

Date

Christopher Nolan, Sales Representative

(Approved by) Authorized Representative

(Title)

Date

CASSANDRA PRODE
PRESIDENT OF COUNCIL
Date:

Approved as to form:

Thomas P. O'Donnell
Law Director

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. ~~Further, KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.~~ KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. ~~IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.~~

~~In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.~~

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

The price of this proposal is a not to exceed price. In the event there are any increases in material costs or other charges (ie: duties, tariffs) that would increase the price, said changes must be documented and shall require a change order that must be approved by the Village and Village Council.

~~Kone shall provide proof of liability insurance naming the Village of Highland Hills as an additional insured on this repair project. Proof of insurance shall be provided to the Village Law Director for his/her review and approval.~~

Kone shall permit the Village thirty (30) days to make any payments required under this contract, except for the initial downpayment.

In performing the services specified under the terms of this Agreement, the Contractor shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Village.

This agreement may be signed electronically, pursuant to Ohio law, or in counterparts.