

ORDINANCE NO. 2026 - 5

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO PURCHASE PLAYGROUND EQUIPMENT, INCLUDING DESIGN AND INSTALLATION, FROM BCI BURKE COMPANY, LLC AND ITS LOCAL REPRESENTATIVE, SNIDER RECREATION INC., THROUGH SOURCEWELL, TO FULFILL THE GREENBRIER COMMONS PLAYGROUND REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, BCI Burke Company, LLC is listed as a cooperative purchasing contractor with Sourcewell, a vendor of playground and waterplay equipment with related accessories and services, including its local representative, Snider Recreation Inc.; and

WHEREAS, this Administration received notification that its grant application for the Ohio Department of Natural Resources (ODNR) NatureWorks Grant Program has been approved, and ODNR will provide up to \$150,000.00 in reimbursed funding towards the Greenbrier Commons Playground Replacement Project; and

WHEREAS, the playground equipment, design, and installation pricing estimates, obtained through the National Joint Power Alliance [now known as Sourcewell], from BCI Burke Company, LLC and its local representative, Snider Recreation Inc. are currently projected to cost approximately two hundred and thirty-seven thousand, five hundred dollars (\$237,500.00), and are contained in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten; and

WHEREAS, Council may authorize the Agreement through the City's membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative, pursuant to Article V Sections 1 and 6 of the Charter, and Ohio Revised Code Section 9.48 without a competitive bidding process.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to contract with BCI Burke Company, LLC and its local representative, Snider Recreation Inc., through Sourcewell, for the purchase of the playground equipment, design, and installation for the Greenbrier Commons Playground Replacement Project, pursuant to the forms identified as Exhibit "A", attached hereto, and made a part hereof as though fully rewritten.

Section 2: The Administration is hereby authorized and directed to expend funds in the amount of \$237,500.00, subject to incidental owner-directed change orders, not to exceed 10% of the contract value, as approved by the Administration, for the purchase of the playground equipment, design, and installation for the Greenbrier Commons Playground Replacement Project, pursuant to the forms identified as Exhibit "A", attached hereto, and made a part hereof as though

fully rewritten.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements and to take any further actions necessary to facilitate the above-described purchase and to fulfill the Greenbrier Commons Playground Replacement Project with BCI Burke Company, LLC and its local representative, Snider Recreation Inc.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to secure current advantageous pricing and to comply with grant requirements; wherefore, this Ordinance shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED:	<u>February 9, 2026</u>	<u>Thomas Rounds</u> PRESIDENT OF COUNCIL
ATTEST:	<u>Barbara O'Neil</u> CLERK OF COUNCIL	<u>February 9, 2026</u> APPROVED
FILED WITH THE MAYOR:	<u>February 9, 2026</u>	<u>MMG</u> MAYOR MARIE GALLO

EXHIBIT A



Snider Recreation Inc.

10139 Royalton Road, Suite K
North Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnyder.com
info@cvsnyder.com

Estimate

Date	Estimate #
1/9/2026	17494

Name / Address
City of Parma Heights Accounts Payable Dept.: Martina 6281 Pearl Road Parma Heights, OH 44130

Project Location

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JS	440-884-9600 x37	440-884-1802		Cuyahoga-OH

Item	Description	Qty	Rate	Total
	Greenbrier Commons Park			
Design	BCI Burke Design 127-181265-5	1	128,000.00	128,000.00
Design	Swings	1	13,400.00	13,400.00
Design	Cirrus (Saucer) Swing	1	8,100.00	8,100.00
Freight	Equipment freight	1	6,000.00	6,000.00
Installation	Installation of new play equipment	1	42,000.00	42,000.00
SRI	Poured Rubber Play Surfacing - approx 1,800 Sq. Ft., 50% standard color 50% black speckled mix, compacted stone prep underneath this surfacing, material installed (under ADA swing seats, spinner, and disc swing seat)	1	40,000.00	40,000.00
	Notes:			
	Demo of existing equipment, footers, and mulch by OTHER			
	Engineered Wood Fiber Play Surfacing and install by OTHER			
	Sourcewell Contract #010521 BUR			

If tax exempt certificate is not provided appropriate sales tax will be charged.
Quote valid for 30 days. Credit Card payments will incur an additional 3% fee.

Please be aware that Snider Recreation will never ask you to provide your ACH (bank account and routing number) details through emails or text messages. Any requests should be considered fraudulent. Please call us at 440-877-9151 to confirm any communications you have received.

Subtotal	\$237,500.00
Sales Tax (8.0%)	\$0.00
Total	\$237,500.00

FEIN 46-5631661

Snider Recreation, Inc.
10139 Royalton Rd, Suite K
North Royalton, OH 44133



440-877-9151
Fax 440-877-9159

February 3, 2026

Snider Recreation is the exclusive sole source provider of playground equipment, manufactured by BCI Burke Company, LLC, in the states of Michigan (not including the Upper Peninsula), Ohio, Indiana, and Western Pennsylvania (includes the counties of Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Forest, Indiana, Jefferson, Lawrence, Mercer, Venango, Warren, Washington, Westmoreland). They are also an Authorized Installer of playground, park and recreation equipment manufactured by BCI Burke Company, LLC.

Jeffrey C. Snider, President
Snider Recreation, Inc.
10139 Royalton Rd, Ste K
North Royalton, OH 44133
800-888-2889

DESIGN SUMMARY

Snider Recreation, Inc. is very pleased to present this Proposal for consideration for the Greenbrier Commons Park located in Cleveland. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of City of Parma Hts. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Greenbrier Commons Park
- Project Number: 127-181265-5
- User Capacity: 245
- Age Groups: 5 to 12, 2 to 12
- Dimensions: 99' 10" x 117' 8"
- Designer: Kailee Behnke

Snider Recreation, Inc. has developed a custom playground configuration based on the requirements as they have been presented for the Greenbrier Commons Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 127-181265-5 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Greenbrier Commons Park project and to contact us with any questions that you may have.

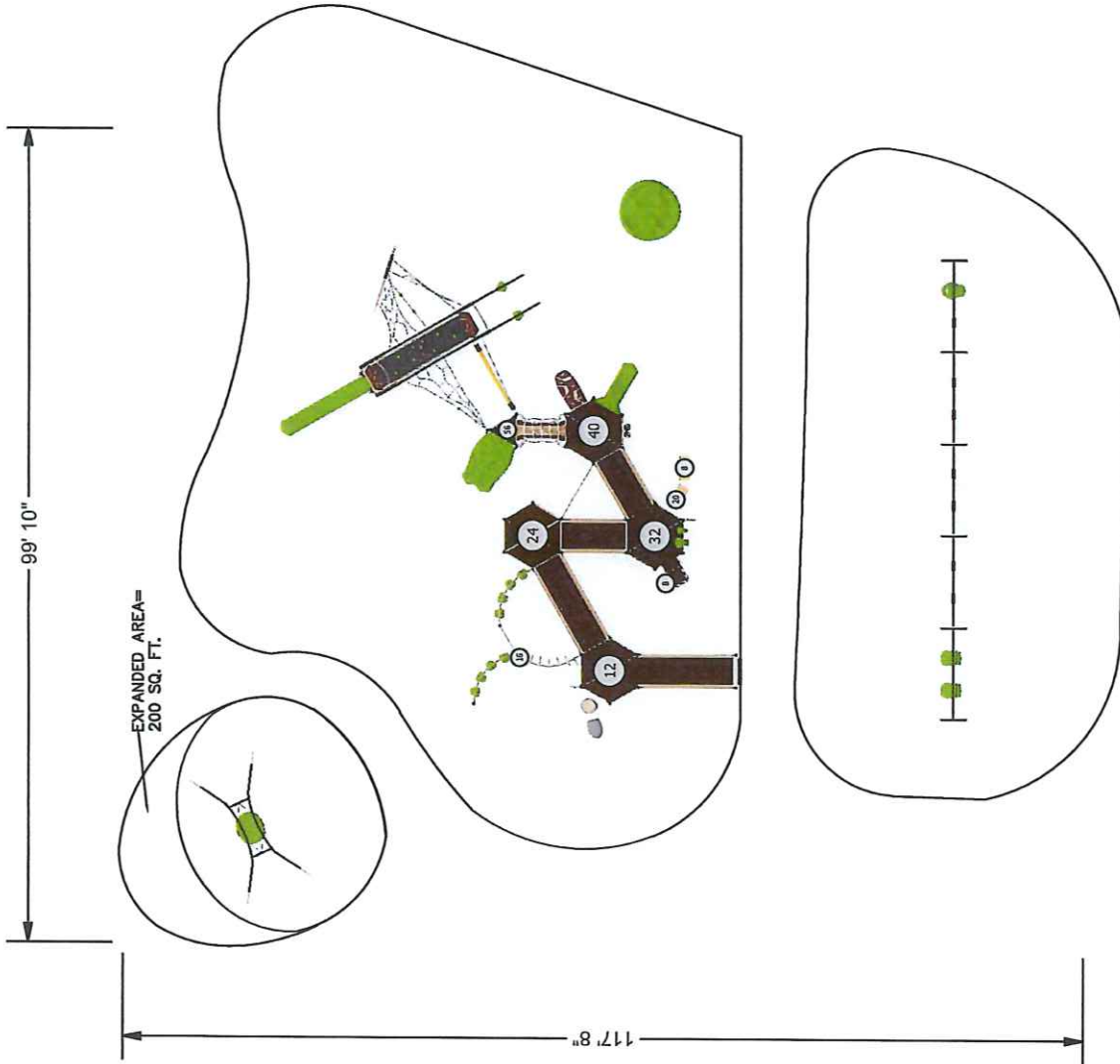
Thank you in advance for giving us the opportunity to make this project a success.





3D Designer: Karen





NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE PLAN, THE STRUCTURES IS TO BE PLACED.

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

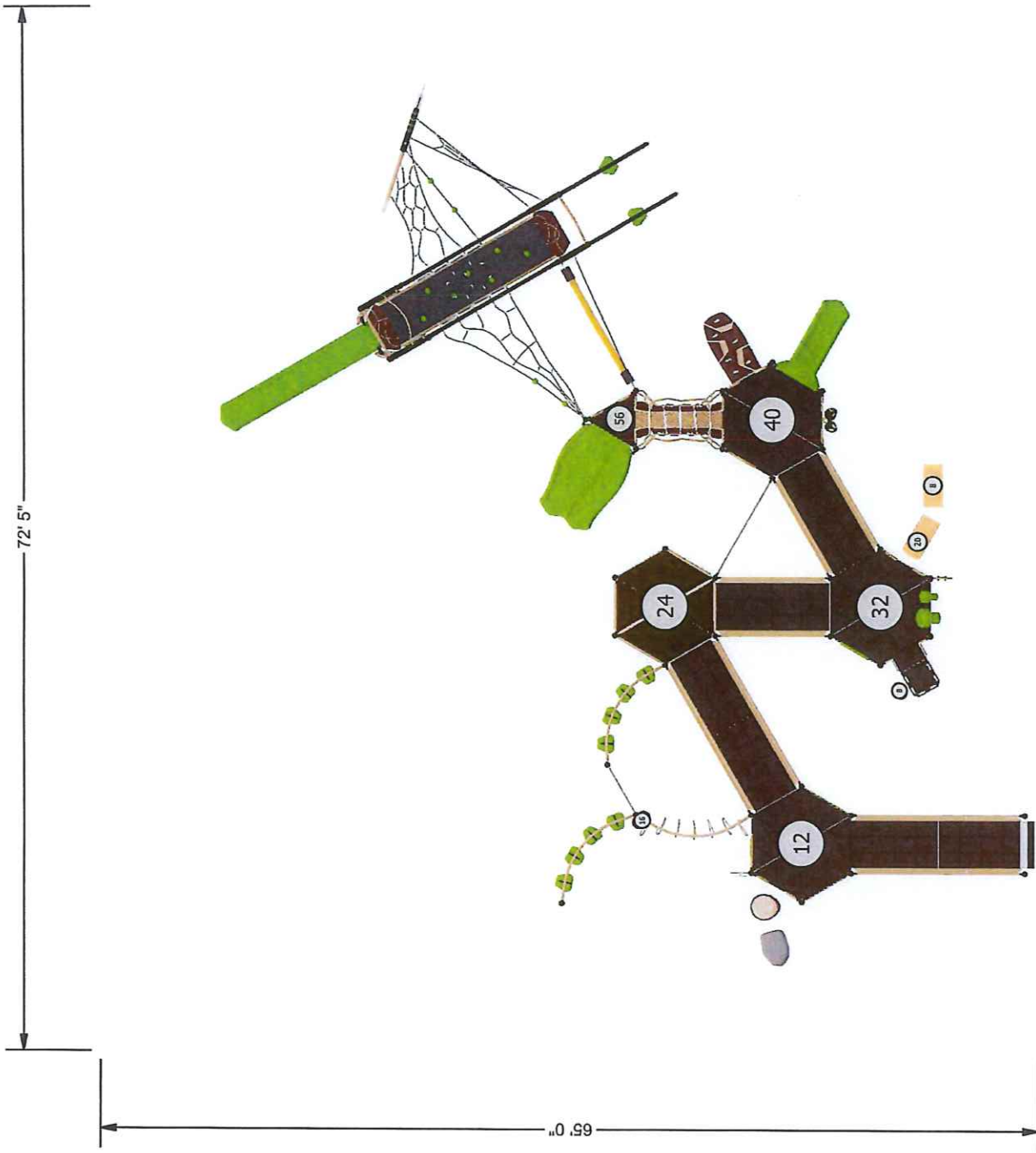
PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS		
38	19 / 10	4 / 0	15 / 0	19 / 0	7 / 0

OVERALL BOUNDING OF USE ZONES **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Area: 11739.3 sq.ft.
 Perimeter: 434.9 ft.
STRUCTURE SIZE 7' 8" x 99' 10"
POST SIZE (S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Nucleus Intensity Burke Basics	SITE PLAN VIEW
GROUP: Structure Freestanding	Greenbrier Commons Park Cleveland, OH 44130-3045
DESIGNED FOR AGES: 5 to 12, 2 to 12	11/17/2025
Burke PLAY THAT MOVES YOU.	Snider Recreation, Inc. 127-181265-5 Designer: Kailee Behnke
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCI BURKE.COM	



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)			
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	TYPES OF GROUND EVENTS
38	19 / 10	15 / 0	19 / 0 7 / 0

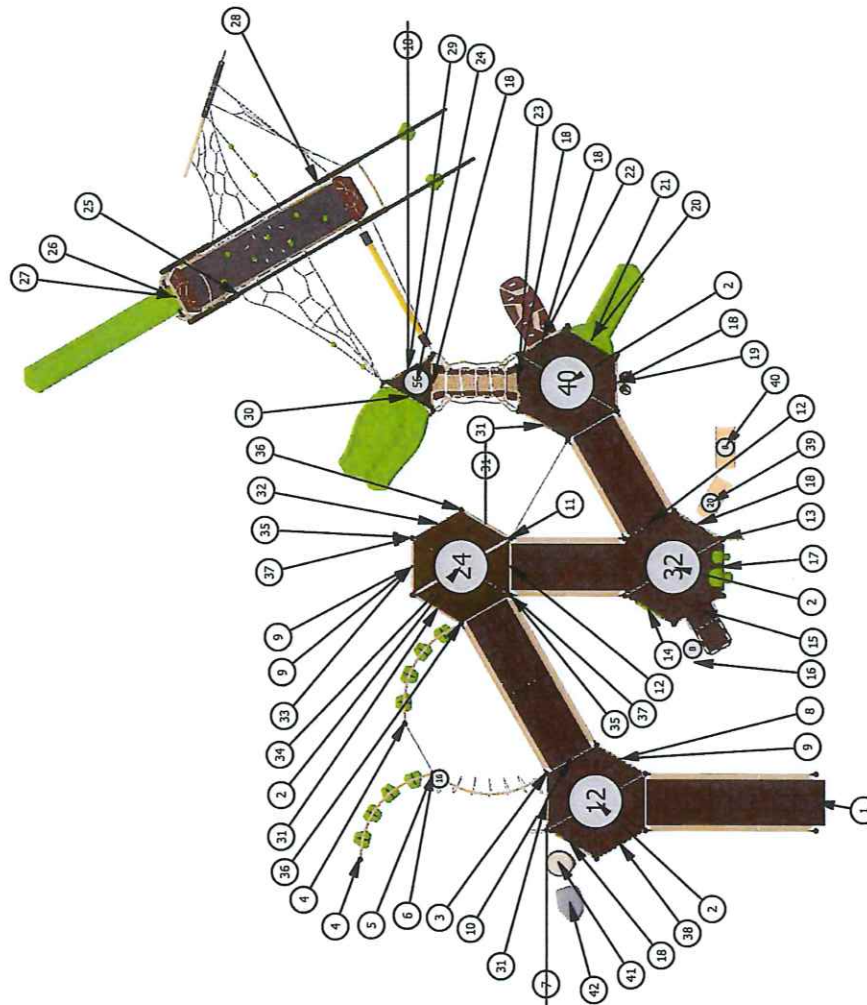
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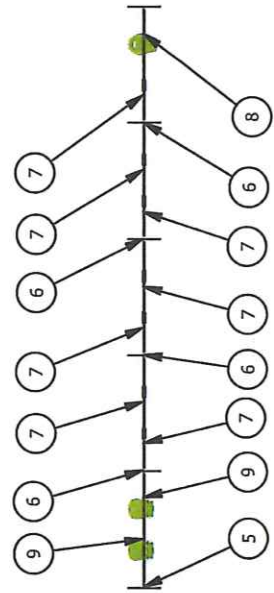
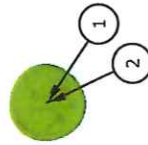
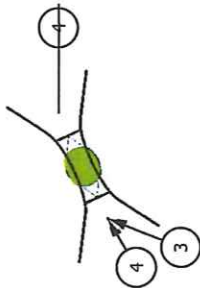
SERIES Nucleus Intensity Burke Basics	Greenbrier Commons Park Cleveland, OH 44130-3045	SITE PLAN VIEW 11/17/2025
GROUP: Structure	Burke PLAY THAT MOVES YOU	Snider Recreation, Inc. 127-181265-5
DESIGNED FOR AGES: 5 to 12		Designer: Kailee Behnke
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCI BURKE.COM		

ITEM	COMP.	DESCRIPTION
1	270-0016	12' ADAAG ENTRANCE RAMP W/GUARDRAIL
2	270-0131	HEXAGONAL PLATFORM SSP
3	370-1675	STRAIGHT OVERHEAD, NUCLEUS
4	370-0223	PURSUIT CLIMBER 16"-40"
5	370-0866	TREE BRANCH CLIMBER-4
6	370-1608	OVISTEP LAUNCH PAD
7	570-2705	SPINNER CRESCENT PANEL
8	570-2558	SPIRAL SPINNER ACCESSIBLE REACH PANEL
9	570-0622	PLATFORM ROLL GUARD
10	270-0012	12' ADAAG RAMP W/GUARDRAIL
11	370-0033	ODYSSEY POST LINK DOUBLE
12	270-0011	8' ADAAG RAMP W/GUARDRAIL
13	570-2707	RAIN CRESCENT PANEL
14	570-1851	CHIMES PANEL
15	370-1660	TRANSFER STATION, BARRIER 32"
16	580-1364	LIL NOVO BEAN STEP
17	570-1852	DRUM PANEL
18	270-0120	EVOLUTION UNITARY ENCLOSURE
19	370-0089	LEAF CLIMBER 40" - 48"
20	470-0659	ROCK'N ROLL SLIDE, 40" - 48" W/O HOOD
21	470-0967	SLIDE HOOD, LOW SIDE WALL
22	370-0042	ASCEND ROCK CLIMBER, 32"-40"
23	370-1715	MESA CLIMBER
24	270-0129	TRIANGLE PLATFORM
25	560-2720	LEVEL X EXTREME LEFT LINK
26	560-2699	LEVEL X EXTREME CENTER
27	470-0758	VELO XL SLIDE, 88"-96" W/O HOOD
28	560-2717	LEVEL X EXTREME RIGHT WING
29	370-0863	TREE BRANCH CLIMBER 56"
30	470-0755	LUGE SLIDE, 48"-56"
31	270-0122	EVOLUTION OFFSET ENCLOSURE
32	570-2662	CRAZY MAZE 2-SIDED PLAY PANEL
33	570-2668	CAR ACCESSIBLE REACH PANEL
34	470-0014	EVOLUTION HEX ROOF
35	470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE
36	470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT
37	470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT
38	570-0811	BRAILLE PANEL
39	560-2617	NATUREPLAY SLOPED SPLIT LOGCLIMBER 12"-24"
40	560-2615	NATUREPLAY HORIZONTAL SPLIT LOG CLIMBER 8"-20"
41	560-0553	NATURE PLAY STUMP - SMALL
42	560-2614	NATURE PLAY ROCK, SMALL



SERIES Nucleus Intensity Burke Basics	COMPONENT VIEW
GROUP: Structure	Greenbrier Commons Park Cleveland, OH 44130-3045
DESIGNED FOR AGES: 5 to 12	11/17/2025 Snider Recreation, Inc. 127-181265-5 Designer: Kailee Behnke
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM	

ITEM	COMP.	DESCRIPTION
1	560-2579	VOLTA INCLUSIVE SPINNER
2	560-2765	VOLTA SPINNER FOOTER
3	550-0225	CIRRUS SWING
4	550-0186	VOLITO
	-END	
5	550-0158	3 1/2" OD ARCH SWING
6	550-0159	3 1/2" OD ARCH SWING ADD-ON
7	550-0111	BELT SEAT, 8" SINGLE, STD CHAIN
8	550-0191	KONNECTION SWING
9	550-0171	FREEDOM SWING SEAT, 8" BEAM, STD CHAIN



SERIES Burke Basics

COMPONENT VIEW

GROUP:
Freestanding

Greenbrier Commons Park
Cleveland, OH 44130-3045

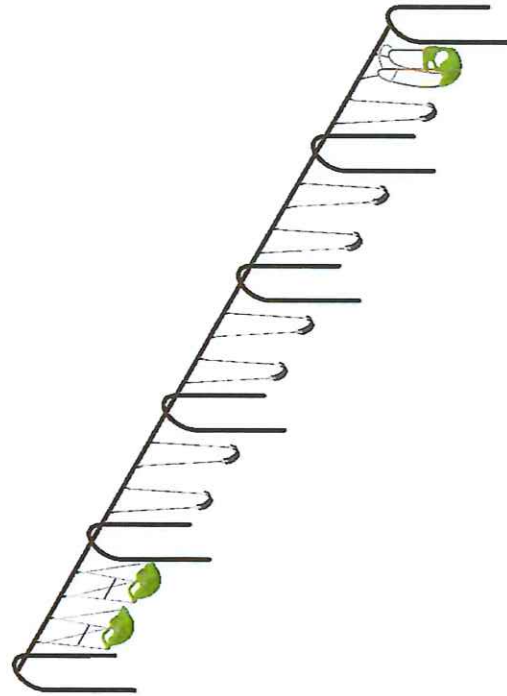
11/17/2025

DESIGNED FOR AGES:
2 to 12

Snider Recreation, Inc.
127-181265-5

Burke
PLAY THAT MOVES YOU.

Designer: Kailee Behnke



SERIES Burke Basics

ISOMETRIC VIEW

GROUP:
Freestanding

Greenbrier Commons Park
Cleveland, OH 44130-3045

11/17/2025

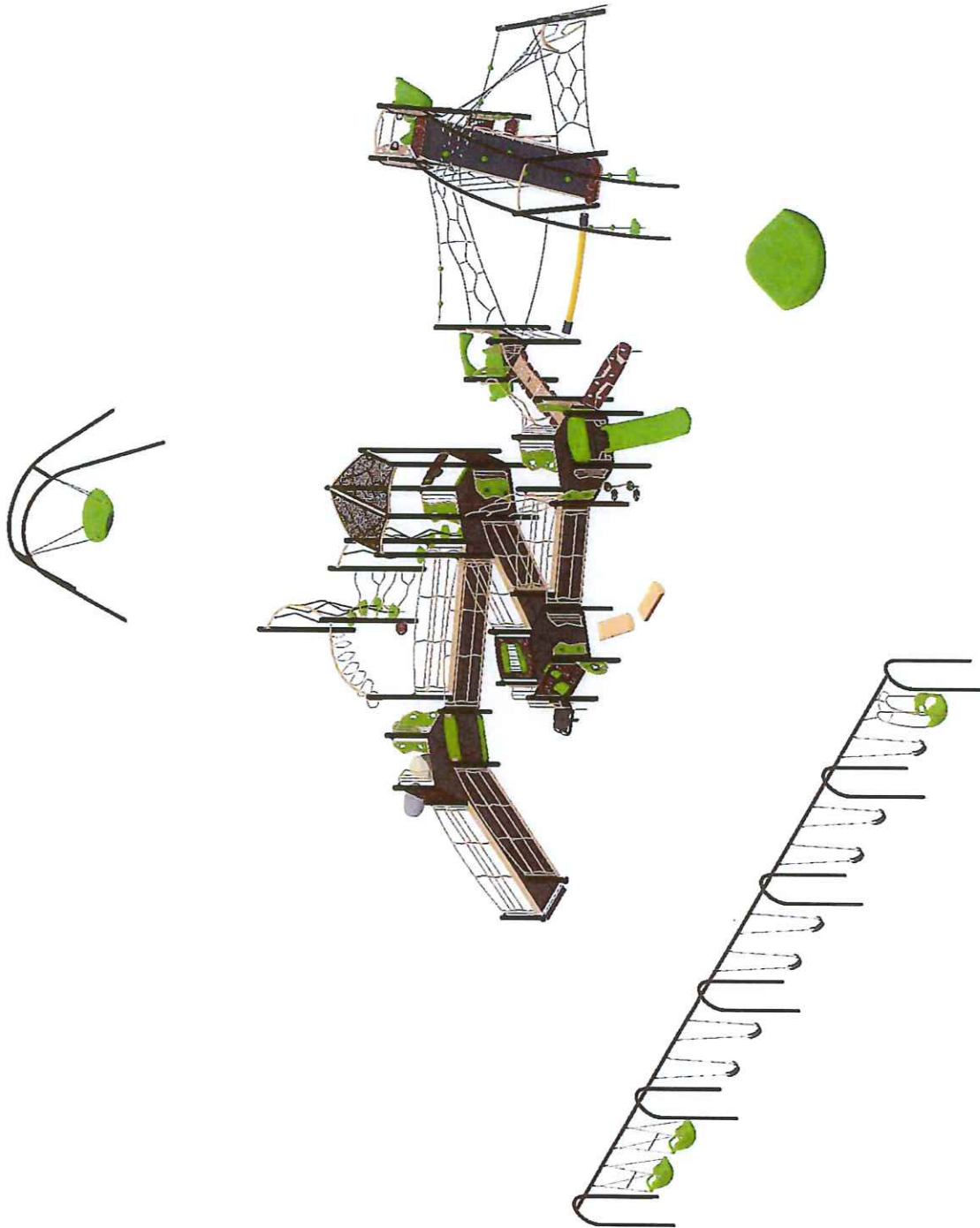
DESIGNED FOR AGES:
2 to 12

Snider Recreation, Inc.
127-181265-5

Designer: Kailee Behnke

Burke
PLAY THAT MOVES YOU.

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM



SERIES Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
Structure|Freestanding

Greenbrier Commons Park

11/17/2025

Cleveland, OH 44130-3045

Snider Recreation, Inc.

DESIGNED FOR AGES:
5 to 12, 2 to 12

127-181265-5

Burke
PLAY THAT MOVES YOU.

Designer: Kailee Behnke

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCIBURKE.COM

PROPOSAL 127-181265-5 | 11/17/2025 |

The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487 and CPSC. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Structure

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
560-0553	NATURE PLAY STUMP - SMALL	1	1	1	66	66
560-2614	NATURE PLAY ROCK, SMALL	1	1	1	95	95
560-2615	NATUREPLAY HORIZONTAL SPLIT LOG CLIMBER 8"-20"	1	2	2	212	212
560-2617	NATUREPLAY SLOPED SPLIT LOGCLIMBER 12"-24"	1	2	2	217	217
560-2699	LEVEL X EXTREME CENTER	1	20	20	1,556	1,556
560-2717	LEVEL X EXTREME RIGHT WING	1	8	8	298	298
560-2720	LEVEL X EXTREME LEFT LINK	1	8	8	165	165
580-1364	LIL NOVO BEAN STEP	1	1	1	28	28

Intensity

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
370-0033	ODYSSEY POST LINK DOUBLE	1	4	4	78	78
370-0868	TREE BRANCH CLIMBER-4	1	4	4	33	33
370-1608	OVISTEP LAUNCH PAD	1	1	1	10	10
370-1675	STRAIGHT OVERHEAD, NUCLEUS	1	6	6	53	53

Nucleus

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
072-0500-108C	5" OD X 108" CAPPED POST	6	0	0	57	342
072-0500-116C	5" OD X 116" CAPPED POST	5	0	0	61	305
072-0500-120C	5" OD X 120" CAPPED POST	1	0	0	63	63
072-0500-132C	5" OD X 132" CAPPED POST	3	0	0	69	207
072-0500-136C	5" OD X 136" CAPPED POST	3	0	0	71	213
072-0500-156C	5" OD X 156" CAPPED POST	1	0	0	82	82
072-0500-184C	5" OD X 184" CAPPED POST	4	0	0	96	384
072-0500-196C	5" OD X 196" CAPPED POST	2	0	0	103	206
072-0500-76C	5" OD X 76" CAPPED POST	2	0	0	40	80
072-0500-88C	5" OD X 88" CAPPED POST	5	0	0	46	230
270-0011	8' ADAAG RAMP W/GUARDRAIL	2	12	24	407	814
270-0012	12' ADAAG RAMP W/GUARDRAIL	1	18	18	516	516

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
270-0016	12' ADAAG ENTRANCE RAMP W/ GUARDRAIL	1	18	18	548	548
270-0120	EVOLUTION UNITARY ENCLOSURE	7	0	0	34	238
270-0122	EVOLUTION OFFSET ENCLOSURE	4	0	0	34	136
270-0129	TRIANGLE PLATFORM	1	2	2	48	48
270-0131	HEXAGONAL PLATFORM S5P	4	12	48	287	1,148
370-0042	ASCEND ROCK CLIMBER, 32"-40"	1	2	2	100	100
370-0089	LEAF CLIMBER 40" - 48"	1	4	4	41	41
370-0223	PURSUIT CLIMBER 16"-40"	2	4	8	127	254
370-0863	TREE BRANCH CLIMBER 56"	1	2	2	25	25
370-1660	TRANSFER STATION, BARRIER 32"	1	4	4	202	202
370-1715	MESA CLIMBER	1	4	4	143	143
470-0006	EVOLUTION BOTTOM ROOF SUPPORT, SINGLE	2	0	0	13	26
470-0008	EVOLUTION SIDE ROOF SUPPORT, LEFT	2	0	0	16	32
470-0009	EVOLUTION SIDE ROOF SUPPORT, RIGHT	2	0	0	16	32
470-0014	EVOLUTION HEX ROOF	1	0	0	145	145
470-0659	ROCK'N ROLL SLIDE, 40" - 48" W/O HOOD	1	1	1	71	71
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0758	VELO XL SLIDE, 88"-96" W/O HOOD	1	2	2	134	134
470-0967	SLIDE HOOD, LOW SIDE WALL	1	0	0	37	37
570-0622	PLATFORM ROLL GUARD	3	0	0	8	24
570-0811	BRAILLE PANEL	1	4	4	55	55
570-1851	CHIMES PANEL	1	4	4	56	56
570-1852	DRUM PANEL	1	4	4	51	51
570-2558	SPIRAL SPINNER ACCESSIBLE REACH PANEL	1	4	4	23	23
570-2662	CRAZY MAZE 2-SIDED PLAY PANEL	1	2	2	44	44
570-2668	CAR ACCESSIBLE REACH PANEL	1	2	2	23	23
570-2705	SPINNER CRESCENT PANEL	1	1	1	17	17
570-2707	RAIN CRESCENT PANEL	1	1	1	16	16

Total User Capacity: 221
Total Weight: 10,120 lbs

Freestanding

Burke Basics

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
550-0111	BELT SEAT, 8' SINGLE, STD CHAIN	7	1	7	10	70
550-0158	3 1/2" OD ARCH SWING	1	0	0	264	264
550-0159	3 1/2" OD ARCH SWING ADD-ON	4	0	0	160	640
550-0171	FREEDOM SWING SEAT, 8' BEAM, STD	2	1	2	38	76

Component No.	Description	Qty	User Cap.	Ext. User Cap.	Weight	Ext. Weight
	CHAIN					
550-0191	KONNECTION SWING	1	2	2	64	64
550-0225	CIRRUS SWING	1	4	4	437	437
560-2579	VOLTA INCLUSIVE SPINNER	1	9	9	475	475
560-2765	VOLTA SPINNER FOOTER	1	0	0	69	69

Total User Capacity: 24

Total Weight: 2,095 lbs

BURKE GENERATIONS WARRANTY®

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Nucleus®, Nucleus Evolution®, Nucleus Aspire®, Intensity®, Level X®, Synergy®, Synergy Imagination® & 4ME®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® Clamp Castings against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers).
- One Hundred (100) Year Limited Warranty on bolt-through and direct-bolt fastening and clamp systems (Synergy®, Intensity®, Nucleus®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay® Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Nucleus®, Intensity®, and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on rubber belt material against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 800-356-2070.

01/2025

RESOLUTION NO. 2026 - 6

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO PURCHASE ONE (1) 2026 FORD E-450 BUS FROM BUS SERVICE INC. AT A STATE PURCHASE PRICE OF \$144,296.00, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends that this Council authorize the purchase of a new bus for the efficient operation of the Senior Center; and

WHEREAS, Bus Service Inc. has one (1) 2026 Ford E450 Bus for a price of One Hundred and Forty-Four Thousand, Two Hundred and Ninety-Six Dollars (\$144,296.00) pursuant to the State Purchasing Program as identified in Exhibit "A" attached hereto; and

WHEREAS, this Administration received notification that its grant application for the Northeast Ohio Areawide Coordinating Agency's (NOACA) 2025 Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310) Program has been approved, and NOACA will provide reimbursement of eighty percent (80%) of the eligible costs, up to a maximum of \$119,083.00, towards one vehicle; and

WHEREAS, Council may authorize the purchase pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That the Administration is authorized to purchase from Bus Service Inc. one (1) 2026 Ford E450 Bus for the sum of One Hundred and Forty-Four Thousand, Two Hundred and Ninety-Six Dollars (\$144,296.00), as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is immediately necessary to authorize this purchase to retain this state purchase price, secure the vehicle, and comply with grant requirements; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO