

P/C _____
GA Prior 9/16/25 _____
1st R _____
2nd R _____
3rd R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11491-2025

INTRODUCED BY: MAYOR ORCUTT *And Council As A Whole*

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CHANGE ORDER WITH ROLEN BROS. CO. INC.,
AND DECLARING AN EMERGENCY

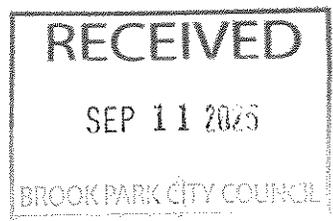
WHEREAS, Council passed Ordinance 11462-2025 on April 15, 2025 for fencing and repair work; and

WHEREAS, due to increased costs, an additional Seven thousand three hundred (\$7,300.00) is needed to complete the project.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into a change order with Rolan Bros. Fence Co. Inc., for the replacement of privacy fencing at Carpenter Park.

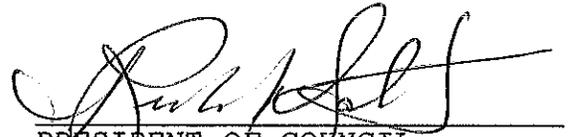
SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund #100, and Capital Fund #401 provided that, the total amount to be paid under said contract not exceed \$7,300.00.



SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said change order with undue delay; therefore provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: September 16, 2025



 PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
 Clerk of Council

APPROVED: Edmund J. Tunt
 MAYOR

9-17-25

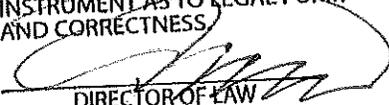
 DATE

CERTIFICATE
 Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of (Ordinance) Resolution No. 11491-2025 passed on the 16 day of September 20 25 by said council.

Carol Johnson
 Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dufour	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Unanimous

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

 DIRECTOR OF LAW

Carpenter Park

ROLEN BROS. FENCE CO., INC.

3429 West 86th Street
Cleveland, Ohio 44102

Ph: (216) 631-2111

Fax: (216) 631-0110

Called/Visited _____ Estimate Date 7/17/25
 Customer's Name CITY OF BROOK PARK
 Installation Address _____
 City BROOK PARK 44110
 Phone (Home) _____
 Phone (Other) Brian Beyer
 Email Address _____

Type of Fence PVC
 Style of Fence 1300 Solid
 Height of Fence 6'
 Overall Length 135'

Walk Gate Size _____

Drive Gate Size _____

Notes: Furnish & Install approx 135' of 6' PVC fence white Illusion's 1300 on SXS posts

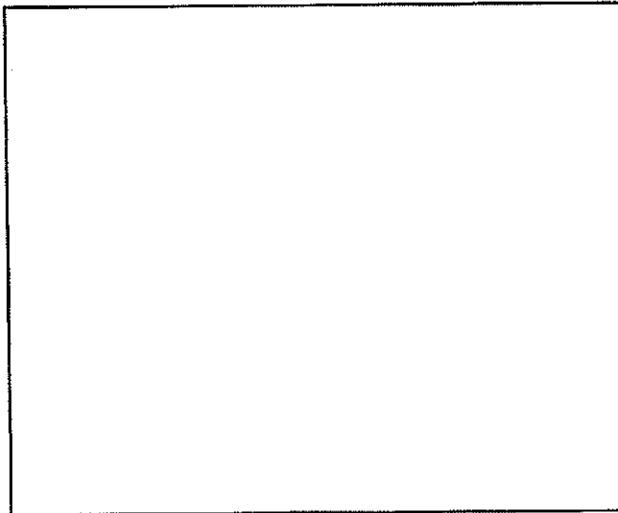
Fence removed by others

- No Permit
- Remove Old Fence with Ends & Corner
- Haul Away & Dispose
- Remove Footers Optional Extra Charge
- Type of Removal
- Core Drill
- Asphalt Breaks

Wood Fences are a natural product. We have no control over warping, cracking, or splitting of materials. Guarantee covers structural damage for 5 years.

Total Job Price	\$ <u>7300.00</u>
1/3 down	\$ <u>1</u>
1/3 on start	\$
= Balance On Completion	\$

- Cash
- Check
- Credit Card
- 4% Convenience Fee ~
For Credit Purchases



- Customer is responsible for determining property line.
- Fence line must be cleared by customer.
- Rolen Bros. Fence Co., Inc. is not responsible for sprinkler systems or any other lines not detected, or marked, by OUPS.
- Deposits will be returned if job is cancelled, minus any costs incurred by Rolen Bros. Fence Co., Inc.
- Special orders require a 50% down payment and cannot be cancelled.
- 1.25% Per month will be added to all balances not paid after 10 days of completion.
- Installation will be scheduled AFTER deposit and building permit(s) are received.
- The Seller is entitled to recover, and the Buyer shall pay, all costs, expenses, and legal fees (including the fees of attorneys and persons not admitted to the bar performing services under the supervision of an attorney) incurred by the Seller in enforcing this Agreement.

BUYER TAKES FULL RESPONSIBILITY FOR THE LOCATION OF THE FENCE AND, OR MAKING CERTAIN IT IS INSTALLED UPON PROPERTY OWNED BY BUYER IN A LOCATION AND MANNER WHICH IS LEGAL UNDER STATE AND LOCAL LAWS AND ORDINANCES.

Customer Agrees: The customer, by accepting Rolen Bros. Fence Co., Inc., confirm that there will be no existing violations of any zoning, building, electrical or heating codes, regulation, laws or ordinances or other government regulations in the premises when the proposed installation or work is to be done. Customer agrees that Rolen Bros. Fence Co., Inc. will not be required by this proposal to bring any existing electrical, plumbing or heating system into conformance with any such code regulation, law or ordinance unless specifically set forth in the specifications.

Unanticipated occurrences: The amount of Rolen Bros. Fence Co., Inc. offer does not include the furnishing of any materials or labor caused by: (a.) the occurrence of circumstances which occur subsequent to the date of the proposal which neither Rolen Bros. Fence Co., Inc. nor customer could reasonably anticipate at this time or (b.) any condition not readily discoverable at the date of this proposal. Circumstances which cannot be reasonably be anticipated or conditions which are not readily discoverable shall include, but shall not be limited to subsequent damage to or destruction or loss of the premises or materials furnished by Rolen Bros. Fence Co., Inc. by fire, explosion, act of God, theft or vandalism unless caused by Rolen Bros. Fence Co., Inc.'s retained negligence, government regulation or intervention discovery inadequate or damaged plumbing, heating or electrical system unless specifically referred to in the proposal specifications.

If either (a.) or (b.) above happens, Rolen Bros. Fence Co., Inc. will have the right, in addition to any other rights, it may have to stop installation or work which has begun under this proposal, to cancel this contract and to be paid the reasonable value of the materials and labor furnished to the date of cancellation. The reasonable value of such materials and labor would be based on Rolen Bros. Fence Co., Inc. then current receipt prices for the materials and the labor charge of installers who are performing the installation.

Warranty: Installation Warranty - Rolen Bros. Fence Co., Inc. warrants the workmanship of the installation covered by this proposal as follows: For five (5) years from the date of installation. Rolen Bros. Fence Co., Inc. will correct any defects in installation workmanship without charge.

For service under this warranty contact Rolen Bros. Fence Co., Inc. Evidence of the date of completion of the installation will be required.

Customer Signature X

Rolen Bros. Fence Co., Inc. IS NOT responsible for the removal of dirt.