

TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

RESOLUTION #99-12-29D

A RESOLUTION APPROVING THE PURCHASE OF A DOG  
ENCLOSURE FOR THE ST. JOHN POLICE DEPARTMENT  
POLICE DOG.

WHEREAS, the Town of St. John, Lake County, Indiana, has currently two (2) police dogs being utilized by the Police Department and currently being cared for and kept by a canine police officer; and

WHEREAS, one of the police dogs is being cared for by Sgt. Mike Fryzel and Sgt. Fryzel, in order to maintain and properly care for the dog, requires a dog enclosure consisting of a concrete pad, a dog house or shed, and a chain link enclosure; and

WHEREAS, the St. John Police Department has contacted Illian Fence, Inc. who has submitted a Proposal to construct said enclosure for the total cost of \$750.00, a copy of which Proposal is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the Town Council of the Town of St. John, Lake County, Indiana finds that it is necessary and proper to purchase and construct said enclosure for the St. John Police Department canine unit; and

WHEREAS, upon consultation with the State Board of Accounts, in the event the police dog in question is not being utilized by Sgt. Fryzel or if the dog dies and is not replaced, Sgt. Fryzel shall be required to return a prorata portion of the \$750.00 approved herein pursuant to the schedule set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of St. John, Lake County, Indiana as follows:

Section 1. That the Proposal of Illian Fence, Inc., attached hereto and made a part hereof as Exhibit "A", is hereby approved and the St. John Police Department is authorized to construct at the home of Sgt. Mike Fryzel, located at 8720 Verbena, St. John, Indiana, the dog enclosure set forth in said Exhibit and the Town Clerk-Treasurer is authorized to pay any bill upon submission by the said Illian Fence, Inc. upon completion of said enclosure.

Section 2. That in the event the dog being cared for and maintained by Sgt. Fryzel is no longer utilized and not replaced or dies, Sgt. Fryzel shall return a prorata portion of said \$750.00 sum on the dates and in the amounts as follows: the year 2000, \$600.00; the year 2001, \$450.00; the year 2002, \$300.00; the year 2003, \$150.00.

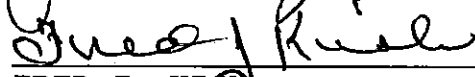
BE IT FURTHER RESOLVED that if any section, clause, provision,

or portion of this resolution shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this resolution.

PASSED AND RESOLVED by the Town Council of the Town of St. John, Lake County, Indiana, this 29<sup>th</sup> day of December, 1999.

TOWN COUNCIL, TOWN OF ST. JOHN,  
LAKE COUNTY, INDIANA

  
\_\_\_\_\_  
JOHN R. TAYLOR

  
\_\_\_\_\_  
FRED J. KISH

  
\_\_\_\_\_  
KATHLEEN J. WILLMAN

ATTEST:

  
\_\_\_\_\_  
JUDITH L. COMPANIK  
Clerk-Treasurer

355 N. Cian Jsd  
 Gary, IN 46406  
 (219) 944-5000  
 (219) 931-8655  
 (773) 978-4111  
 Fax (219) 944-5010

PAGE 01  
 DATE 12/23/99  
 TELEPHONE NUMBERS:  
 WORK 365-6032  
 HOME 365-3499

SOLD TO Sgt. Mike Fryzel  
 ADDRESS 10 Town of St. John  
 CITY, STATE ST JOHN IN  
 JOB SITE SOME ZIP CODE 46373  
 Total Height 6' Check Underground Utilities  
 Style Fence CH/WOOD Phone Lines   
 Gauge  11K Electric Lines   
 Knuckled  Gas Lines   
 Safeguard  Water Lines

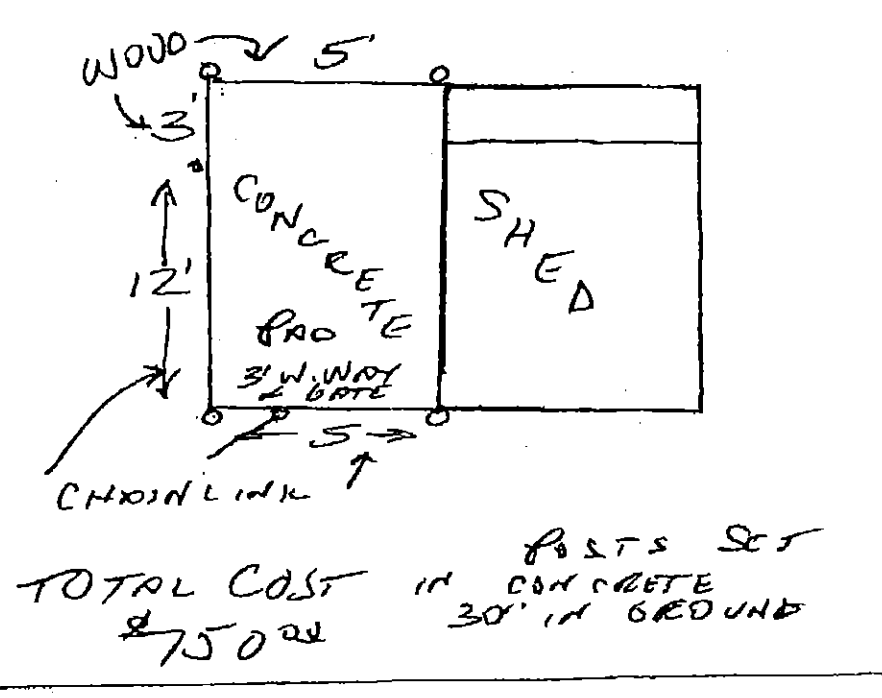
**NOTE TO CUSTOMER:**  
**VINYL SYSTEMS:** Vinyl fabric is guaranteed by the manufacturer for 12 years (wire only). The vinyl coating on posts, top-rail, and fittings may chip, peel, or change colors, which is not included in the warranty. If any of the above does occur it can be easily touched up with spray paint.  
**WOOD FENCES:** Since wood is a product of nature there is no guarantee. The gates may need to be adjusted occasionally. Although the material on these fences are not guaranteed, the workmanship is guaranteed for 2 years.

Frame To Be  
 Top Rail 1 3/4" O.D.  
 Line Post 2" O.D.  
 Terminal 2 1/2" O.D.  
 Walk Gate Post 2" O.D.  
 Drive Gate Posts 2" O.D.  
 Gate Frames 2" O.D.

Number of concrete and asphalt breaks   
 Post Spaced \_\_\_\_\_

**FENCING DIAGRAM**

KEY: FENCE TO BE ERECTED EXISTING FENCE UNPERMITTED TERMINAL POST BUILDINGS WALK GATE DOUBLE GATE



**SPECIFICATION**  
 THE FOLLOWING POINTS HAVE BEEN COVERED WITH CUSTOMER: \_\_\_\_\_  
 ASSOCIATE INITIALS \_\_\_\_\_  
 (SEE REVERSE SIDE OF THIS ESTIMATE AND PROPOSAL FOR VISUAL DESCRIPTION) FENCE TO:  
 A.) FOLLOW SLOPE OF GROUND   
 B.) FOLLOW CONTOUR OF GROUND   
 C.) BE LEVEL WITH HIGHEST GRADE   
 D.) BE LEVEL WITH LOWEST GRADE   
 E.) BE LEVEL AND SPLIT THE GRADE   
 LINES CLEAR OF OBSTRUCTIONS   
 LINES STAKED WITHWAY CUSTOMER   
 GATE LOCATION/BIKING DIRECTION   
 PERMIT RESPONSIBILITY   
 CONTACT UTILITY COMPANY

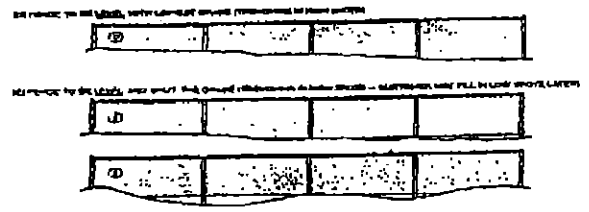
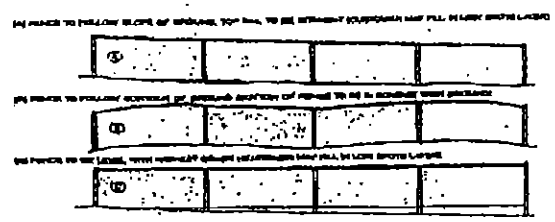
SPECIAL WORK TO BE PERFORMED BY CUSTOMER

QUANTITY	DESCRIPTION
CHAIN	12' X 5 X 6 9' RAVE
LINK	IN CLUDES 3' GATE
WOOD	3 X 5 X 6

CUSTOMER INITIALS \_\_\_\_\_

I agree to locate and identify the property line, easement and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Illian and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. I am responsible for any special work described in this proposal. I agree that Illian has the right to make additional charges if unusual ground conditions under the installation. Such unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. Any charges necessary to satisfactorily complete the installation will be based on actual additional labor, equipment and material costs.

**PREFERRED FENCE LAYOUT**



TERMS: **CASH UPON COMPLETION UNLESS OTHERWISE STATED**  
 Total 750  
 Tax \_\_\_\_\_  
 Total \_\_\_\_\_  
 Down \_\_\_\_\_  
 Balance \_\_\_\_\_  
 A finance charge of 1 1/2% per month will be added to all past due balances.

**CONTRACT CONDITIONS**  
 In the event of default in payment by buyer, buyer agrees to pay reasonable attorney fees and court costs if the contract is referred to an attorney for suit by company.

VISA/Master Cards \_\_\_\_\_  
 Salesman \_\_\_\_\_  
 Accepted for the Company by \_\_\_\_\_

IF YOU OR YOUR MATERIALS OR EQUIPMENT ARE DAMAGED OR DESTROYED BY FIRE, THEO, OR OTHER CAUSE, YOU WILL BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE SAME. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE SAME. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE SAME. THE COMPANY WILL NOT BE RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE SAME.

ACCEPTED \_\_\_\_\_

EXHIBIT "A"