

Introduced by: City Manager
Date: August 29, 2000
Action: Adopted
Vote: 5 yes, 0 no

CITY OF BETHEL, ALASKA

RESOLUTION #00-18

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A WOOD CHIPPER EQUIPMENT LEASE

WHEREAS, City Manager Robert Herron ("Herron") has offered to lease his wood chipper to the City of Bethel for \$1 in accordance with the terms and conditions of the attached Equipment Lease;

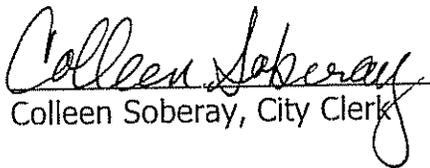
WHEREAS, the City will lease the wood chipper from Herron to chip local brush that will be placed under playground equipment at Owl Park

WHEREAS, leasing the wood chipper for this purpose will benefit the public;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Bethel, Alaska, hereby authorizes the Mayor to enter into the attached Equipment Lease.

PASSED AND APPROVED THIS 29th DAY OF AUGUST 2000.

ATTEST:


Colleen Soberay, City Clerk


Mike O'Brien, Mayor

Equipment Lease

This Equipment Lease ("Lease") is entered into on ____, 2000 between Robert Herron ("Herron"), P.O. Box 602, Bethel, AK 99559, and the City of Bethel ("City"), P.O. Box 388, Bethel AK 99669.

1. Herron agrees to lease to the City, and the City agrees to lease from Herron one wood chipper. Herron will provide a copy of the instruction and operation manual to the City.
2. Term of this Lease is for 90 days from the last date of the signatures at the end of this Lease.
3. The City shall pay Herron One Dollar (\$1.00) at the beginning of the Lease for the term of the Lease.
4. Herron leases the wood chipper "as is" without any warranties of any kind, and expressly disclaims all warranties of merchantability, fitness for a particular purpose, condition, and function.
5. The City shall not (a) use, operate, maintain or store the wood chipper improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of the City's business; (b) permit the use of the wood chipper by anyone other than an employee of the City; or (c) permit the use of the wood chipper by anyone under the age of 18. The City shall require that all employees read the instruction and operation manual before operating the wood chipper, that the employees shall operate the wood chipper consistently with the instruction and operation manual, and that the employees cordon off the area where they are using the wood chipper. The City shall maintain and repair the wood chipper so as to keep the wood chipper in good operating order.
6. At the end of the Lease term, the City shall return the wood chipper to Herron in good operating order. Either party may terminate this Lease upon 30 days notice to the other party, for any reason.
7. The City agrees to release, defend, indemnify and hold harmless Herron, his heirs and assigns from and against any claims of the City or third parties, including claims based on personal injury, property damage, strict liability or negligence, for any loss, damage or injury caused by or relating to condition, operation, use, ownership, maintenance or repair of any unit, including reasonable attorneys' fees, incurred by Herron in defending such claims or enforcing this section 7.
8. This Lease shall be governed by the laws of the State of Alaska, without regard to conflicts of law provisions.

9. This Lease contains the entire agreement between the parties with respect to the subject matter of this Lease. This Lease may be modified only by a writing signed by Herron and an authorized representative of the City.

10. The rule that an agreement shall be more strictly construed against the drafter shall not be applied in interpreting this Lease.

11. Herron may not transfer or assign this Lease, without the prior written consent of the City, which the City may withhold in its discretion.

12. Any claim which may arise out of this Lease which cannot be resolved through negotiation shall be brought in the trial courts of the State of Alaska, Fourth Judicial District in Bethel, Alaska. The prevailing party in any action in the courts of the State of Alaska is entitled to full reasonable attorneys fees and costs from the other party.

13. The failure of any party to enforce at any time any of the provisions of this Lease shall in no way be construed to waive any such provision, nor in any way to affect the validity of this Lease or any part of this Lease or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach.

Dated: _____

Dated: _____

Robert Herron

City of Bethel

Mayor Mike O'Brien