

**RESOLUTION 2, 2025**  
**A RESOLUTION CREATING AN AGREEMENT BETWEEN THE CITY**  
**OF WABASH, INDIANA AND THE TOWN OF LAGRO, INDIANA FOR**  
**THE USE OF THE CITY'S 60 FEET BUCKET TRUCK**

This resolution and agreement are entered into between the City of Wabash, Indiana, hereinafter the "City," and the Town of Lagro, Wabash County, Indiana, hereinafter "Lagro;" and

**WHEREAS**, the City owns certain equipment, to-wit: a 2008 Blue International 60' Bucket Truck, VIN # 1HTMKAAN99H079200, hereinafter the "Bucket Truck;" "which the City of Wabash is willing to make available to Lagro on a temporary basis; and

**WHEREAS**, Lagro has a use for the bucket truck; and

**WHEREAS**, the Board of Works for the City of Wabash, Indiana, hereinafter "BOW," desires to lend to Lagro the Bucket Truck for the temporary use of the bucket truck; and

**NOW THEREFORE BE IT RESOLVED** by the BOW and Lagro to accomplish the purposes described above and in consideration of the benefits to be received by each, agree as follows:

**1. Loan of Equipment.** The BOW, for no consideration, does loan to Lagro for its temporary use the Bucket Truck under the following terms and conditions:

- a. Andrew King, the Lagro Superintendent, is the only person to be allowed to operate the Bucket Truck from the bucket.
- b. Andrew King must always wear the harness provided while in the bucket of the Bucket Truck.
- c. While Andrew is operating the Bucket Truck from the bucket, there must always be a person on the ground who (1) is trained to operate the bucket from the ground controls, (2) is CPR certified, (3) and must be able to access 911 immediately if an event should occur threatening or causing personal injury to anyone operating the Bucket Truck or is in the vicinity of the Bucket Truck.
- d. Outriggers must be down whenever the bucket is in use or not otherwise in the completely down travel ready position.
- e. The Bucket Truck shall be used only for the tree work discussed with personnel of the Wabash City Street Department.
- f. Lagro shall be liable to the City for any damages to the Bucket Truck or any damage caused by the Bucket Truck from the moment Lagro takes possession of the Bucket Truck until the moment possession of the Bucket Truck is returned to the City.
- g. Lagro shall, upon completion of its use of the Bucket Truck return possession of the Bucket Truck to the City with a full tank of fuel and in as good a condition as when it took possession of the Bucket Truck.
- h. Lagro shall return the Bucket Truck to the City no later than June 30, 2025, or immediately upon demand by any official of the City.

**2. Release of Liability.** The BOW makes no representation as to the condition of the equipment, and makes no warranties, express or implied, of any kind. Lagro accepts such equipment "as is" and agrees to indemnify, hold harmless, and release the BOW, its employees, and officials, from any and all liability with regard to the use of the Bucket Truck.

**3. Authority.** Each of the parties signing below represent that they have full and complete authority to sign this agreement, and that the agreement was properly approved by their appropriate governing body.

**Signed** by the Board of Works on  
March 20, 2025.

**CITY OF WABASH, INDIANA**

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Scott A. Long, Mayor

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Todd Titus, Member

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James Reynolds, Member

**Signed** by Lagro on March \_\_\_\_, 2025.

**TOWN OF LAGRO,  
INDIANA BY**

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Title