

AGENDA

*Special Council Meeting
City Hall Conference Room*

*June 4, 2013
12:00 p.m.*

**CALL TO ORDER
ROLL CALL**

1. **RESOLUTION NO. 3597:** A Resolution Authorizing The Custer Rod & Gun Club To Give Marksmanship Lessons At The City Of Miles City Shooting Range.

**PUBLIC COMMENT
ADJOURMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under request of Citizens provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed. Public matter does not include contested cases and other adjudicative proceedings.

RESOLUTION NO. 3597

A RESOLUTION AUTHORIZING THE CUSTER ROD & GUN CLUB TO GIVE MARKSMANSHIP LESSONS AT THE CITY OF MILES CITY SHOOTING RANGE.

WHEREAS, a request has been submitted to the City of Miles City by the Custer Rod & Gun Club to hold marksmanship lessons for youth in Miles City at the City Shooting Range beginning June 4, 2013 and running for 7 weeks, along with authorization to give lessons in consecutive years during the June through July timeframe;

AND WHEREAS, the City of Miles City is agreeable to authorizing the Custer Rod & Gun Club to hold such lessons at the City Shooting Range upon certain terms and conditions;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. That the Custer Rod & Gun Club (hereinafter "Club") is authorized to conduct marksmanship lessons, during the months of June and July, in the years 2013 through 2015, at the City Shooting Range upon providing proof of liability insurance naming the City of Miles City, Montana as an additional insured on a primary and non-contributory basis in an amount of One Million Dollars (\$1,000,000) per occurrence and in aggregate, and delivering such proof of insurance to the office of the City Clerk on an annual basis;

2. That all participants shall be required to sign the Assumption of Risk, Release from Liability, and Consent attached hereto as Exhibit "A" prior to taking lessons, and shall provide all such signed consents to the City Clerk of the City of Miles City, Montana;

3. That the Club shall submit, in advance, a schedule of dates and times in which such lessons are to take place to the Chief of Police of the City of Miles City, and that all law enforcement activities taking place at the City Shooting Range shall be given priority.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 4th day of June, 2013.

C.A. Grenz, Mayor

ATTEST:

Connie Watts, Deputy City Clerk

Exhibit "A"

ASSUMPTION OF RISK, RELEASE FROM LIABILITY, AND CONSENT

In consideration of being allowed access to the City of Miles City Shooting Range for purposes of taking marksmanship lessons from a private individual, who is not a representative of the City of Miles City but who has been authorized to conduct marksmanship lessons at the City Shooting Range, the undersigned agrees for himself, herself, or the below named minor, and his or her heirs, executors, administrators and assigns, that in the event any claim for personal injury, property damage or wrongful death shall be filed or prosecuted against the City of Miles City, Montana or any of their agents, servants, employees or other persons connected with the marksmanship lessons hereinbefore referred to, any act or acts of the undersigned or the named minor, that the undersigned shall defend, indemnify and save Lessors harmless from any and all claims or causes of action by whomever or wherever made or presented.

The undersigned acknowledges that shooting firearms is a dangerous activity which may result in serious bodily injury or death. The undersigned, on behalf of himself, herself, or the below named minor, knowingly assumes all risk associated with the activities of shooting firearms, taking marksmanship lessons, and being in the vicinity of others shooting firearms, and releases the City of Miles City, Montana, from any claims for personal injury, property damage, or death which may result from participating in such activities.

The undersigned has completely read this agreement on behalf of himself, herself or the below named minor, understands it thoroughly, agrees to comply with all requirements therein, and assumes full responsibility for any injury, death or property damage which may result on the premises.

NAME OF STUDENT: _____ (if under 18, parent/guardian must sign below)

PARENT/GUARDIAN NAME(if applicable): _____

SIGNED: _____ DATE: _____

Mailing Address: _____