



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers*

*October 26, 2021
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- | | |
|--------------------------------------|------------|
| A. Regular City Council Meeting | 10/12/2021 |
| B. Human Resources Committee Meeting | 09/21/2021 |
| C. Public Safety Committee Meeting | 09/22/2021 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

MCYBA- New scoreboard and infield turf

4. APPOINTMENTS

5. PROCLAMATIONS

6. STAFF REPORTS

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

14. NEW BUSINESS

- A. **RESOLUTION NO. 4441- A RESOLUTION APPROVING A PARK USE PERMIT FOR THE OUTLAW BASEBALL CLUB AUTHORIZING USE OF CONNORS, JAYCEE, AND TEDESCO FIELDS.**

15. ADJOURNMENT

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 on the matter. Public matter does not include contested cases and other adjudicative proceedings

REGULAR COUNCIL MEETING **October 12, 2021** **6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, October 12, 2021, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Dwayne Andrews, Ken Gardner, Elizabeth Patten, Rick Huber (audio only), Kathy Wilcox and Stacy Broell. Council Member Brant Kassner was not present.

Also present were Public Works Director Scott Gray, Fire Chief Branden Stevens, Flood Plain Administrator/Auto Cad/Assistant PWPV Samantha Malenovsky, Public Utilities Director Tom Speelmon and City Clerk/Minute Recorder Mary Rowe.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 9/14/2021

** *Councilperson Gardner moved to approve the minutes of the Regular Council Meeting of September 14, 2021, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 6-0.*

Finance Committee Minutes: 9/20/2021

** *Councilperson Patten moved to approve the minutes of the Finance Committee Meeting of September 20, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 6-0.*

Human Resources Committee Minutes: 9/02/2021

** *Councilperson Patten moved to approve the minutes of the Human Resources Committee Meeting of September 2, 2021, subject to any changes, and seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 6-0.*

SCHEDULE MEETINGS

None

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

- Ward IV Council Member ~ Roxanna Brush

** *Councilperson Gardner moved to approve Roxanna Brush as the Ward IV Council Member and seconded by Councilperson Andrews. The motion passed unanimously, 6-0.*

Mayor Hollowell swore in Roxanna Brush.

Roxanna Brush volunteered sit on the Solid Waste Board.

- Miles City Airport Commission ~ Justin Strub

** *Councilperson Andrews moved to approve appointment of Justin Strub to the Miles City Airport Commission and seconded by Councilperson Gardner. The motion passed unanimously, 6-0.*

PROCLAMATIONS

None

STAFF REPORTS

Administrator Malenovsky stated that on October 19, 2021 the Army Corps of Engineers will be at City Hall at 6pm to give an update on the Tongue River 205 Project. She also explained the Yellowstone and Slough projects were not chosen to be funded by the American Rescue Plan Act (ARPA). After some brainstorming it was decided that since the ARPA minimum allocation funds were originally going to be used as match funds for the Yellowstone and Slough projects that the money could go towards the design phase; 1.5 million dollars to the Yellowstone and 1.2 million dollars to the Slough Project.

Chief Stevens said that the open position at the Fire Department had been filled by Parker Pierre, who will be starting this month. He stated that he has compiled a cost list for the Finance Committee from minimum cost to refurbish the ladder truck to maximum costs of replacing the ladder truck. He also said that they did not receive the AFG Safer Grant or the Apparatus Grant, but plan to resubmit applications when they open back up.

Director Speelmon reported that the “sinkhole” on North Haynes Avenue was actually a collapsed sewer line and they had replaced twenty-one feet of the sewer line already with more to come.

CITY COUNCIL COMMENTS

Councilperson Patten gave an update on the Police Department building. They are currently painting the interior and have plans to update the face of the building with the available contingency dollars.

Councilperson Gardner inquired about the drug dog (Max) and increase drugs and other activity. Mayor Hollowell explained that the dog had bit a small girl, so he is no more, but the Police are still performing drug busts. He stated that the increase in people from the windfarm seem to be increasing incidents in bars as there was a gun and a knife pulled in two separate incidents recently and increased bar fights.

MAYOR COMMENTS

None

COMMITTEE RECOMMENDATIONS

Finance Committee Recommends:

1. Approving Park Use Permit for Custer Rod and Gun Club.

Mayor Hollowell explained that there were concerns about Spotted Eagle shooting area so the permit now includes wording on “sanctioned events”.

** *Councilperson Andrews moved to approve the permit, seconded by Councilperson Gardner and **passed unanimously**, 6-0.*

2. Approving Ambulance write-off request in the amount of \$157.19

** *Councilperson Andrews moved to approve the recommendation, seconded by Councilperson Patten and **passed unanimously**, 6-0.*

Human Resources Committee Recommends:

1. Establish a probationary wage of \$24.58/hour, to be added to the Non-Union Wage Scale Matrix, for the position of Building Inspector.

** *Councilperson Andrews moved to approve the recommendation, seconded by Councilperson Wilcox and **passed unanimously**, 6-0.*

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. **RESOLUTION NO. 4438 - RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT BONDS (INTERCAP REVOLVING PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO**

** *Councilperson Patten moved to approve the Resolution, read by title only and seconded by Councilperson Andrews.*

Mayor Hollowell stated that this is for the \$480,000 Intercap Loan for the Police Department.

** *On roll call vote, the motion passed by unanimous consent, 6-0.
Resolution No. 4438 passed.*

- B. **RESOLUTION NO. 4439 - A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO AWARD DOWNTOWN FAÇADE IMPROVEMENT GRANTS TO HARDESTY REAL ESTATE AND DOOR 804 FITNESS AND TANNING**

** *Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Gardner.*

Councilperson Patten explained that Urban Renewal had basically already awarded these, now the projects are complete and they are requesting the funds.

* *On roll call vote, the motion passed by unanimous consent, 6-0.
Resolution No. 4439 passed.*

- C. **RESOLUTION NO. 4440 - A RESOLUTION APPROVING AN “EMS STUDENT FIELD EXPERIENCE PROVIDER AND PRECEPTOR AGREEMENT” BETWEEN THE CITY OF MILES CITY AND FLATHEAD VALLEY COMMUNITY COLLEGE FOR EMT AND PARAMEDIC FIELD TRAINING.**

** *Councilperson Andrews moved to approve the Resolution, read by title only and seconded by Councilperson Wilcox.*

Mayor Hollowell stated that there are addendums to come with this agreement, but it

can be passed without them.

Chief Stevens stated that this agreement will be using the \$192,000 EMS and training grant monies. He has been working with Miles Community College and Flathead Community College to approve the medical portion of the agreement. Each student will need to sign up individually.

****** *On roll call vote, the motion passed by unanimous consent, 6-0.*
Resolution No. 4440 passed.

A. APPROVAL OF SEPTEMBER CLAIMS

****** *Councilperson Patten moved to approve September Claims, seconded by Councilperson Andrews and passed unanimously, 6-0.*

ADJOURNMENT

****** *Councilperson Patten moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously.*

The meeting was adjourned at 6:56 p.m.

John Hollowell, Mayor

Mary Rowe, City Clerk

Human Resources Committee
September 21, 2021

The **Human Resources Committee** met Thursday, September 21, 2021 at 4:15 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Stacy Broell, Rick Huber and Dwayne Andrews. Also present was: Human Resources Officer/Recorder Linda Wilkins.

Chairperson Wilcox called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Review, Recommend Building Inspector Wage Scale for FY 2022

After a discussion of the qualification requirements of the position description and the state of Montana and considering wage information from O*Net along with 20/21 financial information for fund 2394 Building Code enforcement it was determined that \$24.58/hour would be an appropriate probationary wage.

***Committee Member Broell moved to recommend a probationary wage of \$24.58/hour for the Building Inspector Position, seconded by Committee Member Andrews. On roll call, the motion passed unanimously 4-0.*

4. Next Meeting – to be determined

5. Adjournment

***Committee Member Broell moved to adjourn, seconded by Committee Member Huber. The motion passed unanimously 3-0.*

The meeting was adjourned at 5:16 p.m.

Respectfully submitted,

Chairperson Kathy Wilcox

Recorder Linda Wilkins

**Public Safety Committee Meeting
September 22, 2021**

The Public Safety Committee met Thursday, September 22, 2021, at 6:00 pm via live attendance and Zoom Conferencing in the City Hall Conference Room, 17 S. 8th. Present were Committee Members Elizabeth Patten, Kathy Wilcox, and Ken Gardner. Also present were: Councilperson Rick Huber, Fire Chief Branden Stevens, Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Animal / Code Enforcement Officer Mark Winkley, Police Patrol Officer Michael Morris, Fire Captain Jake Richards and HR Officer/Recorder Linda Wilkins.

Chairperson Patten called the meeting to order.

1. Request of Citizens for Public Comment

Cindy Conley, 1501 Palmer St is concerned about the trapping and dumping of animals, and would like to have this addressed by the City, and would also like to see training done for people to prevent missing cats, there have been 75 reported missing. Chairperson Patten commented the City is currently working on this and thanked Ms. Conley for the reminder.

2. Staff Comments

Fire Chief Stevens reported that the department is currently down one officer and will be interviewing in the future for this position. He stated it's more difficult to keep part-time EMT employees, much of this is due to higher EMT standards.

3. Committee Member Comments

Chairperson Patten made to the following revisions to the agenda order: Item 9 of the agenda was moved to Item 5. Item 8 was moved to Item 6. Item 6 was moved to item 8. Item 6 was moved to item 9.

4. Discuss and Recommend Police Department Building progress - furniture

Chairperson Patten stated the construction company is currently working on concrete work on the front and side entrance; mudding, taping and painting will be occurring soon. When the shrubs were pulled away water damage to the bricks was discovered and the contractor gave a contingent price of \$70,000 to repair. Gutters were recommended to prolong the life of the brickwork. Furniture is being looked at there will most likely a few pieces that will require purchase. Police Chief Colombik has meet with Morrison-Maierle and straighten out some IT issues.

5. Discuss and Recommend Animal Control how to work with vet on stray animals.

There was discussion on the transporting cats to a Billings shelter, at one point in time this shelter became overwhelmed and cats were being transported to a shelter in Livingston until there was an outbreak of distemper. It was agreed that information should be put together for the public regarding found cats. Chairperson Patten and Officer Winkley on plans for taking care of stray animals. Committee Member Wilcox recommended reviewing the current City Ordinance regarding animals. Ms. Conley will be dropping off information to Human Resources Officer of guidelines for the public when a cat is found.

6. Discuss and Recommend Dispatch staffing update – extra duties – service to Powder River County

Supervisor Anderson reported the 911 Committee and approved Dispatch adding an additional employee and she is currently recruiting for this position due to increase call volume. Powder River County Dispatch transferred all calls to South Eastern Montana Dispatch from September 8 – 11, 2021 due to a COVID outbreak. This transfer was handled seamlessly and without incident.

7. Discuss and Recommend using/informing BLM dispatch for wildland incidents as well as South Eastern Montana Dispatch – how to facilitate communication between agencies.

Chairperson Patten had worked dispatching during the wildland fire season and wanted to get the ball rolling to help improve facilitation of communication between all agencies prior to next year's fire season. Fire Chief Stevens and Supervisor Anderson will meet with all parties involved and report back to the committee to help this facilitation.

8. Discuss and Recommend Fire Department Ladder Truck options.

Fire Chief Stevens provided the committee with estimates for the following ladder truck options: repairing, purchasing used, or purchasing new. He also stated that Engine 8 will need to be replaced. The ladder truck is necessary to keep the current ISO rating for the City. Other equipment needs for the fire department are a water tender truck and the replacing ambulances. Options for financing this equipment discussed were either through Inter-cap Loan or mil levy

***Committee Member Wilcox moved to send discussion regarding apparatus truck and equipment to the Finance Committee, seconded by Committee Member Gardner and passed unanimously, 3-0.*

9. Discuss and Recommend Fire Department Building – Start process moving forward – preliminary conversation about funding

A PAR (Preliminary Architectural Report) has previously been drafted. At this point, a decision needs to be made as to whether to remodel or build should be made. Chairperson Patten suggested taking a look at the fire station the SDI had designed for Fairview. Committee Member Wilcox suggested that since winter is coming it was important to identify three immediate needs to get through the winter. Chief Stevens will bring back to the committee prices and priorities for the fire station

10. Adjournment

***Committee Member Wilcox moved to adjourn the meeting, seconded by Committee Member Gardner and passed unanimously, 3-0.*

The meeting was adjourned at 7:32 p.m.

Chairperson Elizabeth Patten

Recorder Linda Wilkins

Graphic Panel Approval
(scoreboard for visual only)

MAVERICKS											MCC PIONEERS										
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Stockman Bank

Aluminum Non-Backlit
Panel - 24" x 300" x 8.125"
Sema Gloss Navy 70-100422873-A-42111
Background: Med Gray 7725-31
1" Navy (Paint) border stripe
"M" in Mavericks 12.4" h
Font: Used Rockwell Extra Bold
White 7725-10, Med Gray 7725-31,
Sage Blue 7725-37

Scoreboard Type
BA-2125-A Semi-Gloss Navy
70-100422873-A-42111
1" Stripe Med Gray 7725-31

Aluminum Non-Backlit
Panel - 24" x 300" x 8.125"
Material: 24.5" x 316.75"
Background White
Logo 18.2" h
"S" in Stockman 14.8" h

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RESOLUTION NO. 4441

**A RESOLUTION APPROVING A PARK USE PERMIT FOR THE OUTLAW
BASEBALL CLUB AUTHORIZING USE OF CONNORS, JAYCEE, AND TEDESCO
FIELDS**

WHEREAS, the OUTLAW BASEBALL CLUB, a Montana Nonprofit Corporation of Miles City, Montana, has requested renewal of a certain Park Use Permit allowing said organization to make use of Connors, Jaycee, and Tedesco fields, subject to the terms and conditions set forth in said Park Use Permit;

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

1. That the Park Use Permit between the City of Miles City and the Outlaw Baseball Club attached hereto as Exhibit "A," and made a part hereof, is hereby approved by the City of Miles City.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Permit on behalf of the City of Miles City and to bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY
CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY,
MONTANA, THIS 26th DAY OF OCTOBER, 2021.**

John Hollowell, Mayor

ATTEST:

Mary Rowe, City Clerk

PARK USE PERMIT

THIS AGREEMENT, made and entered into this 26th day of October, 2021, by and between CITY OF MILES CITY, MONTANA, a municipal corporation, of 17 South Eighth Street, Miles City, Montana, 59301, hereinafter called "City", and the

OUTLAW BASEBALL CLUB, a Montana Nonprofit Corporation of Miles City, Montana, 59301, hereinafter called "*Permitee*".

1. DESCRIPTION of PERMITTED PREMISES. The City hereby grants to the Permitee permission to occupy and use for the purposes stated herein, that certain real property (hereinafter "*permitted premises*") located in Miles City, Custer County, Montana, as set forth in Exhibit "A", attached hereto and made a part hereof.

2. PERMIT TERM. The term of this permit shall be for a five (5) year period commencing the 1st day of February 2022 and terminating the last day of October 2027. This permit shall be renewable for one five year period at the mutual consent of both parties to the permit.

3. PERMIT FEE. The Permitee agrees to pay the City as a fee for this permit those amounts set forth in Exhibit "B", attached hereto and made a part hereof, on or before those dates set forth in said Exhibit "B". All fees shall be paid in the name of the City of Miles City and shall be remitted through the City Clerk of the City of Miles City, Montana. In addition to the cash fees provided herein, Permitee, as additional consideration for this permit, shall perform those obligations set forth in Exhibit "B" as "Other Consideration" on or before the due dates provided in said Exhibit for their performance.

4. USE OF PREMISES BY PERMITEE. Permitee shall use the premises permitted hereunder for the purposes set forth in Exhibit "C", attached hereto and made a part hereof, and shall not change the use thereof without the prior written consent of the City.

5. RETAINED USES OF CITY. City (or such other parties that the City permits) is allowed, without diminution of fees, to use and occupy the premises for other events, activities, functions, or uses during the term of this Permit that do not unduly conflict or interfere with the Permitee's reasonable use of the premises as set forth in Exhibit "C". City, or its Permittees, shall notify the Permitee of such events or uses in advance, provided, however, as to any uses listed on Exhibit "C" as "*Specific Reserved Uses of City or its Permitee*", such uses are hereby reserved to the City without any further notice to Permitee. Attached hereto as Exhibit "D", is Permitee's list of its scheduled events for the term of this Permit. Dates for which no events are scheduled on Exhibit "D" shall be presumed as available for other uses by the City, or its Permittees.

City retains the right of access to the permitted premises at all times for any purpose,

including, but not limited to, inspection as to Permittee's compliance with the terms of this permit, construction, repair, alteration, remodel, or removal of improvements, and such maintenance of existing improvements as the City may desire.

6. **POSSESSION.** The Permittee shall be entitled to possession of the permitted premises at the commencement of the term of this Permit, subject to the retained uses of the City and its Permittees, and Permittee shall immediately surrender possession upon termination of the term of this Permit, or upon earlier termination as otherwise provided for in this Permit.

7. **CONSTRUCTION OF IMPROVEMENTS.** Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.

In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.

In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice there from and after the date of this Permit, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee,

whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.

8. **TAXES.** Permittee shall pay all taxes and assessments, if any, upon any personal property of Permittee kept or utilized upon the permitted premises and shall pay any sales, use, or ad valorem tax, or similar tax or assessment, imposed upon any activities of Permittee conducted upon the permitted premises.

9. **UTILITIES.** Permittee, during the term of this Permit, shall pay those utilities set forth in Exhibit "E", attached hereto and made a part hereof. City shall not be obligated to provide or pay for any utilities to or upon the permitted premises, such provision and payment being in the sole discretion of the City.

10. **REPAIRS AND MAINTENANCE.** Permittee shall perform, at its expense, during the term of this Permit, those maintenance and repair obligations set forth in Exhibit "F", attached hereto and made a part hereof. In addition to the items set forth in Exhibit "F", Permittee shall perform at its expense, or shall reimburse City for City's materials and labor, for any repairs necessitated by the negligent or intentional acts of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

11. **NUISANCE.** Permittee shall not conduct any activities upon the permitted premises that are prescribed by the laws of the United States, the State of Montana or local ordinance or the rules of any regulatory agencies of either the United States, State of Montana or City of Miles City. Permittee will not conduct any activities upon the permitted premises that would constitute either a private or public nuisance or waste or which interfere with the quiet and peaceful enjoyment of the adjoining property of the City.

12. **HAZARDOUS MATERIALS.** Permittee will not apply, use, store or dispose of any substance in, upon or beneath the permitted premises that would constitute an environmental hazard and would impose a cleanup obligation upon the owners of the permitted premises under any local, state or federal laws or regulations.

13. **INSURANCE.** Permittee, at Permittee's expense, shall, at all times during the term of this Permit, maintain in effect a policy of public liability insurance with policy limits of at least those set forth in Exhibit "F" attached hereto and made a part hereof. The City shall be named as an additional named insured on each such policy of insurance. Such policy of insurance shall be maintained with an insurance company licensed to do business in the State of Montana with an A.M. Best rating of at least "A". Permittee shall provide to the City at the commencement of the

permit term satisfactory evidence of the existence of such policy of insurance and shall, during the term of this permit, upon reasonable request of the City, provide to the City evidence of the continued existence of such policy of insurance and the entire policy of insurance.

14. INDEMNIFICATION. Permittee agrees to indemnify, defend and hold harmless the City from any and all loss, damages, claims and or liability occasioned by, arising out of, or resulting from any tortious or negligent act of Permittee, its officers, directors, members, employees, agents, guests, customers, participants, or invitees.

15. ASSIGNMENT. This permit is personal as to the Permittee and may not be assigned or sub-permitted by Permittee without the prior written consent of the City.

16. VIOLATION OF PERMIT. Upon failure of Permittee to carry out any material provision of this permit, the City shall serve written notice upon the Permittee specifying the violation. The Permittee shall have ten (10) days to correct the violation and, if the violation is not corrected as charged, the City may, at its option, either correct the violation and collect the cost from the Permittee, or cancel this permit and collect damages caused by the violation from the Permittee. In the event that the City elects to cancel this permit, Permittee agrees to immediately redeliver possession of the permitted premises to the City.

17. NOTICES. Any notice hereunder shall be in writing and may be delivered personally or by registered or certified mail with postage prepaid. Notice shall be deemed complete when deposited in a United States Post Office addressed to the City at the following address:

Public Works Director
City of Miles City
P.O. Box 910
Miles City, Montana 59301

and to the Permittee at the following address:

Outlaw Baseball Assn.
P.O. Box 475
Miles City, Montana 59301

If either party changes address they shall give written notice to the other party of the change of address. Any notice given under this contract shall be deemed complete when deposited in a United States post office.

18. **INSPECTION; DISCLAIMER OF WARRANTIES.** Permittee has inspected the permitted premises and has made its independent investigation and evaluation of the suitability of the permitted premises for the uses by Permittee permitted hereunder and is not relying upon any warranties, representations, promises, or information by or from the City in this regard. The City does not warrant, represent, inform or promise that the premises permitted hereunder are suitable for the uses for which permission is granted under this permit or for any other uses of Permittee.

19. **COMPLIANCE WITH A.D.A.** Permittee agrees, at all times during the term of this permit, to comply with the provisions of the Americans with Disabilities Act as they may apply to Permittee.

20. **NONDISCRIMINATION.** Permittee agrees, at all times during the term of this permit, not to discriminate any person in its permitted uses hereunder, or its utilization of the permitted premises, on the basis of race, creed, color, religion, national origin, sex, marital status, mental or physical handicap, except as permitted by law or applicable regulation.

21. **SPECIAL PERMIT PROVISIONS.** Permittee shall at all times comply with the additional provisions contained in Exhibit "H", attached hereto and made a part hereof.

22. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations, agreements and memoranda. This Agreement may be modified only by written instrument executed by all parties to the Agreement.

23. **BINDING EFFECT.** This agreement shall be binding upon the heirs, successors and assigns of the parties hereto. Nothing herein shall be construed as waiving or otherwise modifying the prohibition against assignment or sub permitting contained herein.

24. **BINDING AUTHORITY.** Permittee hereby represents and warrants that the person executing this Agreement on behalf of Permittee has full authority to bind the Permittee to the terms and conditions of this permit and does so bind Permittee, and that all organizational actions necessary have been undertaken by Permittee to authorize such person to bind Permittee.

Permittee warrants that it is a Montana nonprofit corporation. Permittee further warrants that it is authorized to do business in the State of Montana and is in good standing in the State of Montana. **Attached hereto is Permittees Certificate of Good Standing.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above set forth.

CITY OF MILES CITY

By: _____
Mayor

Outlaw Baseball Association:

By: _____

Title _____

EXHIBIT "A"
DESCRIPTION OF PERMITTED PREMISES

Tedesco (primary use field)
Connors Field (back up use field)
Stanley Field (primary use field)

EXHIBIT "B"
PERMIT FEES

Cash Fees:

The sum of 0.00 Dollars 0.00 payable, in advance, upon the execution of this permit.

Other Consideration:

None

EXHIBIT "C"
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: *Baseball practice, games, and baseball related fund raiser. All uses must be supervised by the league coaching staff.*

Specific Reserved Uses of City or it's Permittees:

The City reserves the rights for maintenance activities associated with normal care of the facility.

The Outlaw Organization's will notify the City of Miles City and MYCBA by October of each fall with the requested dates for the CABA tournament the following summer. If this tournament is delayed, due to inclement weather past Sunday of that scheduled week, all makeup games will be concluded at Tedesco or Stanley Fields.

It will be the responsibility of MYCBA to ensure that the playing surface and facility of Connor's field is in satisfactory condition for the Outlaw Organization CABA Tournament the scheduled week requested. It will also be the responsibility of the Outlaw Organization to ensure that the playing surface and facility of Connor's Field is returned to satisfactory condition after their scheduled week of the CABA tournament.

Connors and Tedesco Fields are shared facilities. All groups must respect the rights of other groups and must cooperate when conflicts arise. Patch's Corner is a shared use between

MYCBA and MCC and is not available from February to August.

EXHIBIT "D"
SCHEDULE OF EVENTS

The attached activity schedule or an approved annual schedule as described under Section 2 of this Park Permit is the Permittee's schedule of events during which it will utilize the permitted premises for the Permitted Uses.

See attached activity schedule.

(Note: Times and dates of unscheduled activities shall be approved by the parks foreman prior to the activity.)

EXHIBIT "E"
UTILITIES

During the term of this Permit, Permittee shall pay the following utilities upon the permitted premises: *Electricity. Water and sewer are the responsibility of the City.*

(Note: All utilities that Permittee is required to pay under this Exhibit, shall be maintained in an account solely in the name of Permittee, unless otherwise designated herein or by separate written agreement of the City.)

EXHIBIT "F"

REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITEE

Replace field lights that are burned out. Clean up after improvement projects. Responsible for sprinkler heads damaged by Permittee maintenance activities. Turface field material shall be used to maintain the infield playing surface, unless otherwise approved by the City through its Public Works Director. Daily maintenance, cleaning and supplies, of restrooms facilities. Use of ATV's to drag the infield is allowed. Any other use of ATV's on the field is strictly prohibited

EXHIBIT "G"
INSURANCE LIMITS

INSURANCE LIMITS

Each occurrence	\$1,500,000
Fire damage	\$ 300,000
Medical	\$ 5,000
Personal & Adv Injury	\$1,000,000

Products. Comp/Op/Agg

\$1,000,000

See attached insurance cover sheet.

EXHIBIT "H"
SPECIAL PERMIT PROVISIONS

All excavation activities must include contact with "Call Before You Dig" prior to construction of any type.

Permitted uses specifically excludes non-turf motorized vehicles.