



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers  
and online at zoom.us*

*September 28, 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 | 09/14/2021 |
| B. Finance Committee Meeting    | 09/20/2021 |
| C. Human Resources Meeting      | 09/02/2021 |

2. SCHEDULE MEETINGS

3. REQUEST OF CITIZENS & PUBLIC COMMENT

4. APPOINTMENTS

Ward IV Council Member  
-Roxanna Brush

Miles City Airport Commission  
-Justin Strub

5. PROCLAMATIONS

6. STAFF REPORTS

ARPA Minimum Allocation Regarding Yellowstone and Internal Drainage (Slough).

7. CITY COUNCIL COMMENTS

8. MAYOR COMMENTS

9. COMMITTEE RECOMMENDATIONS

**Finance Committee Recommends:**

1. Approving Park Use Permit for Custer Rod and Gun Club
2. Approving Ambulance write-off request in the amount of \$157.19

**Human Resource Committee Recommends:**

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

10. BID OPENINGS

11. BID AWARDS

12. PUBLIC HEARINGS

13. UNFINISHED BUSINESS

**14. 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**
  
- B. 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.**

**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

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# Minutes

# REGULAR COUNCIL MEETING September 14, 2021 6:00 p.m.

## CALL TO ORDER

The Regular Council meeting was held Tuesday, September 14, 2021, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Mayor John Hollowell called the meeting to order. Council Members present were Stacy Broell, Ken Gardner, Rick Huber, Elizabeth Patten, Brant Kassner, Kathy Wilcox, and Dwayne Andrews.

Also present were City Attorney Dan Rice, Police Chief Doug Colombik, Fire Chief Branden Stevens, Battalion Chief Sarah Lewin, 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: 6/8/2021**

\*\* *Councilperson Patten moved to approve the minutes of the Regular Council Meeting of June 8, 2021, subject to any changes, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

### **City Council Minutes: 8/24/2021**

\*\* *Councilperson Kassner moved to approve the minutes of the Regular Council Meeting of August 24, 2021, subject to any changes, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 7-0.*

### **Public Service Committee Minutes: 6/17/2021**

\*\* *Councilperson Wilcox moved to approve the minutes of the Public Service Committee Meeting of June 17, 2021, subject to any changes, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 7-0.*

## SCHEDULE MEETINGS

*The following meetings will be held in the City Hall Conference Room:*

Human Resources Committee	09/21/2021	@4:15pm
Finance Committee	09/20/2021	@6:00pm
Public Safety Committee	09/22/2021	@6:00pm

## REQUEST OF CITIZENS & PUBLIC COMMENT

None

## APPOINTMENTS

None

## PROCLAMATIONS

None

## STAFF REPORTS

Chief Stevens explained that Chief Lewin had applied for and was awarded a Substance Abuse and Mental Health Services Administration (SAMHSA) training and equipment grant in the amount of \$192,199.

Director Speelmon said they have an application to be submitted next week for an EDA grant for the North 7<sup>th</sup> Street project. The Governor was recommended a two-million-dollar cap on the American Recovery Plan Act (ARPA) projects. He also spoke on behalf of Director Gray in his absence that the Montana Department of Transportation grant was not awarded and that North 7<sup>th</sup> Street was scheduled to be shut down tomorrow.

Chief Colombik stated that of the last seven felony cases they have had are all sex cases.

## CITY COUNCIL COMMENTS

Councilperson Patten gave highlights of the Public Health Board Meeting:

- This community received ARPA funds for a public Health Nurse, so they are currently accepting applicants.
- All five ICU beds at Holy Rosary Hospital are all full with Covid-19 patients.
- Yesterday morning Custer County was at 41 Covid-19 positive cases and 66 new positive active cases today. Total of 104 active positive cases as of this moment.

She inquired about the RV park on 7<sup>th</sup> and Marion with Council and whether they were prepped with sewer and water, to which Mayor Hollowell and Attorney Rice replied that a subdivision is being looked into and it would have to be approved by DEQ before it could actually happen. There is an advisory letter going out addressing this.

She announced that Baker's Cupboard is being purchased and is on the way to becoming a Bagel Shop. It was exciting news that there will be one less empty building in the community. Councilperson Broell stated that she is the person opening the bagel shop.

Patten had said that she was out a spotted Eagle the other day and the weeds were overgrown and she asked that it be looked into.

Lastly, she gave an update on the Police Department building. The drywall is done, painting is done, and the concrete ramp will be poured on Thursday. They are two weeks ahead of schedule. She asked about auctioning the contents in the outbuildings like washer/dry, two standing freezers, overhead garage door with opener, stove, and other miscellaneous items. She also stated that the taco business

across the street would like to take the big sign in the front of the building. Councilperson Broell thought that all businesses should have the opportunity to obtain these items, so nothing should be given away.

Mayor Hollowell stated that City policy had to be followed regardless because the value of the items exceed the cost of an auction. He said he would get ahold of Matt Smith to find out the next available auction times.

**MAYOR COMMENTS**

None

**COMMITTEE RECOMMENDATIONS**

None

**BID OPENINGS**

None

**BID AWARDS**

None

**PUBLIC HEARINGS**

- A. **RESOLUTION NO. 4427 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- B. **RESOLUTION NO. 4428 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- C. **RESOLUTION NO. 4429 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- D. **RESOLUTION NO. 4430 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY**

**THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**

- E. RESOLUTION NO. 4431 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- F. RESOLUTION NO. 4432 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- G. RESOLUTION NO. 4433 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- H. RESOLUTION NO. 4434 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2021-2022**
  
- I. RESOLUTION NO. 4435 - A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2021-2022**
  
- J. RESOLUTION NO. 4436 - A RESOLUTION LEVYING AND**

**ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN  
MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF  
MAINTAINING THE IMPROVEMENTS IN THE SAID  
MAINTENANCE DISTRICT NO. 207 FOR THE FISCAL YEAR  
2021-2022**

Mayor Hollowell asked the public if any items A-J should be removed to talk about individually prior to doing a consent agenda. There were none.

He called for comments from proponents three times, then opponents three times and, hearing none, the hearing was closed.

**UNFINISHED BUSINESS**

**CONSENT AGENDA**

- A. RESOLUTION NO. 4427 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 165 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- B. RESOLUTION NO. 4428 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 167 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- C. RESOLUTION NO. 4429 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 171 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- D. RESOLUTION NO. 4430 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 172 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING**



**PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**

- E. RESOLUTION NO. 4431 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 195 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- F. RESOLUTION NO. 4432 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 202 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- G. RESOLUTION NO. 4433 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL PROPERTY IN SPECIAL IMPROVEMENT LIGHTING DISTRICT NO. 173 TO DEFRAY THE COST OF LEASING, MAINTENANCE AND ELECTRICAL CURRENT IN SAID SPECIAL IMPROVEMENT LIGHTING DISTRICT AND AUTHORIZING AND DIRECTING PAYMENT THEREFORE, FOR THE FISCAL YEAR 2021-2022**
  
- H. RESOLUTION NO. 4434 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 204 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 204 FOR THE FISCAL YEAR 2021-2022**
  
- I. RESOLUTION NO. 4435 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 205 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS IN THE SAID MAINTENANCE DISTRICT NO. 205 FOR THE FISCAL YEAR 2021-2022**
  
- J. RESOLUTION NO. 4436 - *(Second Reading)* A RESOLUTION LEVYING AND ASSESSING A TAX UPON ALL OF THE PROPERTY WITHIN MAINTENANCE DISTRICT NO. 207 TO DEFRAY THE COST OF MAINTAINING THE IMPROVEMENTS**

**IN THE SAID MAINTENANCE DISTRICT NO. 207 FOR THE  
FISCAL YEAR 2021-2022**

Mayor Hollowell asked Council if there were any items A-J they would like removed from the consent agenda to speak about individually. There were none.

**\*\*** *Councilperson Wilcox moved to approve items A-J on the Consent agenda, and seconded by Councilperson Gardner. On roll call vote, the motion passed by unanimous consent, 7-0. Resolution Numbers 4427, 4428, 4429, 4430, 4431, 4432, 4433, 4434, 4435, and 4436 passed.*

**NEW BUSINESS**

**A. APPROVAL TO ACCEPT DEPARTMENT OF HEALTH AND  
HUMAN SERVICES FEDERAL GRANT AWARD H79TI083837**

Battalion Chief Lewin explained that the \$192,199 includes SAMHSA EMS Providers more access to paramedic classes, EMT trainings, ALS skills training, six additional trainings for staff to do their continuing education, some major equipment like a simulator (training mannequin), IV arms, and other items like that. This application was submitted in March. She noted that the Montana Healthcare Foundation provided a grant writer at no cost.

**\*\*** *Councilperson Broell moved to approve accepting the grant and seconded by Councilperson Patten. On roll call vote, the motion passed by unanimous consent, 7-0.*

**B. APPROVAL OF AUGUST CLAIMS**

**\*\*** *Councilperson Broell moved to approve August claims, and seconded by Councilperson Kassner. On roll call vote, the motion passed by unanimous consent, 7-0.*

**ADJOURNMENT**

**\*\*** *Councilperson Patten moved to adjourn the meeting, seconded by Councilperson Gardner and passed unanimously, 7-0.*

The meeting was adjourned at 6:38p.m.

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**John Hollowell, Mayor**

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**Mary Rowe, City Clerk**

## **Finance Committee Meeting**

### **September 20, 2021**

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The Finance Committee met Monday, September 20, 2021 at 6:00 p.m. in the City Hall Conference room and online via zoom.us. Present were Committee Chair Stacy Broell and Committee Members Brant Kassner and Elizabeth Patten.

Also present was City Clerk/Recorder Mary Rowe.

Chairperson Broell called the meeting to order.

#### **1. Requests of Citizens and Public Comment**

None

#### **2. Review and Recommend Park Use Permit for Custer Rod and Gun Club.**

Chairperson Broell asked if we usually charge for permits and if so, why are we not charging the Custer Rod and Gun Club. She had asked if the City Attorney had reviewed this permit, to which Clerk Rowe responded that Ally Capps said that she had been working on it with Attorney Rice.

Committee Member Patten stated that the club maintains the property and that seems like payment enough.

**\*\*** *Committee Member Kassner moved to recommend approving the park use permit, seconded by Committee Member Patten and passed unanimously, 3-0.*

#### **3. Discussion and Recommendation to Write-off Ambulance Charges in the amount of \$157.19**

Chairperson Broell verified that the patient was deceased with no estate.

**\*\*** *Committee Member Patten moved to recommend approving the Ambulance write-off request, seconded by Committee Member Kassner and passed unanimously, 3-0.*

#### **4. Discussion and Revision of Business Licensing Ordinance**

Early 1900's Ordinances were reviewed for previous costs, which varied considerably. Code enforcement process, late fees and other penalties, types of licenses, public notice, setting a general license cost, operating without a license fine, registration fees, and the process for repealing all previous Ordinances and starting fresh were discussed.

Clerk Rowe volunteered to send out a message to City Clerks across Montana to obtain a better idea of costs and penalties specific to Montana.

#### **5. Adjournment**

**\*\***      *Committee Member Patten moved to adjourn the meeting, seconded by Committee Member Kassner and **passed unanimously, 3-0.***

The meeting was adjourned at 6:49 p.m.

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**Stacy Broell, Committee Chairperson**

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**Mary Rowe, Recorder**

**Human Resources Committee**  
**September 2, 2021**

The **Human Resources Committee** met Thursday, September 22, 2021 at 4:15 p.m. in the City Hall Conference Room. Present were Committee Members Kathy Wilcox, Stacy Broell, and Dwayne Andrews. Excused was Rick Huber. Also present were: Mayor John Hollowell, Police Chief Doug Colombik and 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, Revise, Recommend Position Description:

a. Building Inspector

The “Accountable to” for the Building Inspector positions description was revised to the Mayor.

*\*\*Committee Member Andrews moved to approve the draft Building Inspector position description as revised, seconded by Committee Member Broell. On roll call, the motion passed unanimously 3-0.*

b. Draft Planner One

The draft Planner I/Grants Administration position was discussed as presented and the following revisions were made to the draft. Department would remain Community Service & Planning. Minimum Requirements – Education the following words would be added “Training required”100 hours...

*\*\*Committee Member Broell moved to approve the draft Planner I/Grants Administration position description as revised, seconded by Committee Member Andrews. On roll call, the motion passed unanimously 3-0.*

c. Draft Planner-in-Training

The draft Planner-in-Training/Grants Administration position description was revised as follows: Under Planner-in-Training; Item 4 was moved to Item 5 and the new language for Item 4 is “Prepares and submits monthly reports to the City Council about current and future land use management activities.” Item 12 was added “Obtain training in accredited land use regulation- 20 hours a year.” Under Grants Administration Item 4 was added “Obtain training in grant administration and writing – 8 hours a year.” Under Desirable Qualifications – Abilities bullet point 2 after “meetings” was added “upon request or if relevant to the agenda.”.

*\*\*Committee Member Andrews moved to approve the draft Planner-in-Training/Grants Administration position description as revised, seconded by Committee Member Broell. On roll call, the motion passed unanimously 3-0.*

4. Review/revise/discuss/recommend: draft Union 283B wage scale matrix

After a brief discussion it was determined that a 1.2% COLA would be offered as a wage increase to the base wage of the matrix.

*\*\*Committee Member Andrews moved to approve the 1.2% COLA to the base wage of the matrix, seconded by Committee Member Broell. On roll call, the motion passed unanimously 3-0.*

Officer Wilkins will coordinate a meeting with the 283B Union tentatively for September 9, 2021 at 4:00 p.m.

5. Next Meeting: September 21, 2021 4:15 p.m.

6. Adjournment

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

The meeting was adjourned at 5:37 p.m.

Respectfully submitted,

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Chairperson Kathy Wilcox

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Recorder Linda Wilkins

# Appointments

# City of Miles City

## OATH OF OFFICE

STATE OF MONTANA

County of Custer

City of Miles City

} SS.

I, ***Roxanna Brush***, do solemnly swear that I will support, protect and defend the constitution of the United States and the constitution of the State of Montana, and that I will discharge the duties of my office as a member of

***Councilperson Ward IV***, of Miles City, Montana, with fidelity; so help me God.

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Roxanna Brush

Subscribed and sworn to before me this **28<sup>th</sup>** day of **September, 2021**

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John Hollowell, Mayor





# City of Miles City

## CERTIFICATE OF APPOINTMENT

### *Miles City Airport Commision*

STATE OF MONTANA

County of Custer

City of Miles City

I, Jody Kinsey, Deputy Clerk of the City of Miles City, do Solemnly swear that Justin Strub, a resident of Miles City, MT 59301, was duly appointed by the Mayor of the City of Miles City, with the advice and consent of the City Council, during its regular City Council meeting, and sworn in as a member of the Miles City, City Council for the term. Said term of office begins on the 28<sup>th</sup> day of September, 2021, and expires on the 28<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
Jody Kinsey, Deputy City Clerk

\_\_\_\_\_  
Date

09/11/2021

Mayor John Hollowell  
City Hall  
Miles City, MT 59301

Dear Mayor,

I am writing in response to the opening for Ward 4 Councilperson. Please consider me for the job.

Thank you,



Roxanna Brush

Contact info -

951-0689

rox59301@gmail.com

**JDS**  
FLYING SERVICES  
LLC



August 24, 2021

Mayor John Hollowell  
PO Box 910  
Miles City, MT 59301

Re: Airport Commission

Dear Mayor Hollowell:

It has been brought to my attention that there will be a vacancy on the Airport Commission. I would like to relay to you and Airport Commission members, my interest in serving on the board.

As some background, my name is Justin Strub, owner/operator of JDS Flying Service LLC. I moved to Miles City permanently about a year ago from Gillette, Wyoming, but have been around southeastern Montana my entire life. I graduated from Miles Community College in 1992 with a degree in electronics. I worked as a lineman and electrician since that time, starting my own company, JDS Electric LLC, in 2012. Now that I've retired from electrical work, I've established JDS Flying Service as a Miles City business. Currently I'm doing flight instruction out of the airport and intend to also offer a charter service in the future.

I served on the Board of Examiners for the City of Gillette from 2010-2013. I've served in many other clubs & groups, but locally have joined the Miles City Flying Club serving as an Executive Board member and the Safety Officer.

I have a vested interest in aviation and helping the Miles City Airport continue to grow & flourish. I am excited about the possibility of serving on the Airport Commission and appreciate your consideration.

Sincerely,

Justin D Strub, Owner/Manager  
CFII, MEI, AGI, IGI, CSIP  
JDS Flying Service, LLC  
(307) 680-8496

# Committee Recommendations

## ***PARK USE PERMIT***

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of September, 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

**CUSTER ROD AND GUN CLUB**, a Montana Nonprofit Corporation of Miles City, Montana, 59301, hereinafter called "*Permittee*".

1. **DESCRIPTION of PERMITTED PREMISES.** The City hereby grants to the Permittee 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 10 year period commencing September 14, 2021 and terminating June 30, 2032. This permit shall be renewable for one additional five-year period at the mutual consent of both parties to the permit.

3. **PERMIT FEE.** The Permittee 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, Permittee, 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 PERMITTEE.** Permittee 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 Permittee's reasonable use of the premises as set forth in Exhibit "C". City, or its Permittees, shall notify the Permittee 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 Permittee*", such uses are hereby reserved to the City without any further notice to Permittee. Attached hereto as Exhibit "D", is Permittee'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:

Custer Rod and Gun Club  
c/o Jeff Faycosh  
Po Box 303  
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

Custer Rod and Gun Club:

By: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT "A"**  
DESCRIPTION OF PERMITTED PREMISES

Custer Rod and Gun Club in Spotted Eagle

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**EXHIBIT "B"**  
PERMIT FEES

Cash Fees:

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

Other Consideration:

None

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**EXHIBIT "C"**  
PERMITTED USES OF PERMITTED PREMISES

During the term of the permit, Permittee shall use the permitted premises for the following uses: Shooting will only be allowed during club-sanctioned events.

Specific Reserved Uses of City or its Permittees:

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

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**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.)**

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**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.)*

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**EXHIBIT "F"**  
**REPAIR AND MAINTENANCE OBLIGATIONS OF PERMITTEE**

Clean up after improvement projects. Daily maintenance, cleaning and supplies, of restrooms facilities.

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**EXHIBIT "G"**  
**INSURANCE LIMITS**

INSURANCE LIMITS	
Each occurrence	\$2,000,000
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.

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**EXHIBIT "H"**  
**SPECIAL PERMIT PROVISIONS**

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

**Staff Report to Miles City City Council  
Custer Rod and Gun Club:  
Spotted Eagle Recreation Area Park Use Permit  
Report Date: July 22, 2021**

**General Information**

**Type of Request:** Request to renew a ten-year park use permit for Spotted Eagle Recreation Area.

**Requestor:** Custer Rod and Gun Club

**Date of City Council meeting:** September 28, 2021

**Introduction/History**

Resolution 1963 from June 1974, authorized the City of Miles City to make an application to the Federal Government for Lots 21, 22 and Tract S in Section 4, Township 7 North, Range 47 East, M.P.M., owned by the Federal Government now known as Spotted Eagle Recreation Area.

The City of Miles City owns Spotted Eagle Recreation area and operates the area as a parks and recreational area under Chapter 17 of the Miles City Code of Ordinances. The recreation area is located south of downtown between MT Highway 59 and Interstate 94, outside the city limits. The area of the city land comprising the site is approximately 122.7 acres in size, with approximately 23 acres being Spotted Eagle Lake in the central portion of the property, and the rest which is open space, public park, roads, trails, parking area, bathroom facilities, boat ramp, a dock and a shooting range for a private gun club.

Council Meeting January 24, 2012

e. Park Use Permit for Custer Rod and Gun Club early renewal. Council Minutes 1/24/2012 Page 8 of 10  
Fred Tetschner, 906 Schmalse Street, stated that the Club needed a 10 year permit in order to be able to receive grants. He explained the programs hosted by the Gun Club.

*\*\* Councilperson Andrews made a motion for the Council to approve the Park Use Permit for the Custer Rod and Gun Club, seconded by Councilperson Hollowell; motion carried unanimously, 7 – 0.*

The following 'Map 1' made by city staff, shows the approximate area of usage in relation to Spotted Eagle. The Custer Rod and Gun Club uses the area shaded in blue.

**Map 1.**



## **Applicable City Policies/Regulations**

Because the Recreation Area is located entirely outside the city limits of Miles City, city ordinances typically do not apply except as stated otherwise in City Code. Per Section 1-9 of the City Codes, subsection (1), the application of city regulations is extended beyond the city limits to include the Spotted Eagle Recreation Area, which is one of several specific areas that the city owns, leases and controls which are within three miles of the city limits.

The primary City Codes that apply to the project are those for "Parks and Recreation" found in Chapter 17. The following are the applicable sections and other provisions of Chapter 17 that should be considered with this proposal, along with occasional staff footnotes regarding their applicability.

### **Chapter 17 - PARKS AND RECREATION**

#### **ARTICLE I. - IN GENERAL**

##### **Sec. 17-1. - Authority to establish parks and recreational facilities.**

The city council shall have the power and authority to procure, establish, equip, maintain, regulate and operate parks, playgrounds, swimming pools, skating rinks, civic centers, youth centers and other recreational projects and facilities, and combinations thereof. The council shall have power and authority to adopt rules and regulations for the care and operation of such facilities, to establish reasonable and uniform charges for the privilege of their use and to perform such other duties as may be necessary to comply with the laws of the state.

#### **ARTICLE II. - SUPERINTENDENT OF CITY PARKS<sup>1</sup>**

##### **Sec. 17-26. - Appointment.**

The mayor shall appoint, with the consent of the city council, a superintendent of city parks<sup>1</sup>. The appointment shall be for a probationary term of one year. If the probationary term of the appointment has been satisfactory, the mayor, with consent of the council, may make the appointment permanent, so long as the appointee is competent and maintains good conduct.

##### **Sec. 17-27. - Duties.**

It shall be the duty of the superintendent of city parks to supervise the management and control of all parks belonging to the city, including baseball parks, and of all trees and other plants in the parks, subject at all times to such regulations and orders as may be promulgated by the city council.

#### **ARTICLE III. - COMMUNITY PARKS ADVISORY COUNCIL<sup>2</sup>**

##### **Sec. 17-46. - Creation.**

There is hereby created, pursuant to the authority of MCA 7-1-317, a community parks advisory council. (*Ord. No. 1002, § 1, 4-24-90*)

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<sup>1</sup> There is no appointed, official 'Superintendent of City Parks'; the Public Works Director directs and oversees the management of city parks and recreation areas.

<sup>2</sup> The Community Parks Advisory Council appears defunct pursuant to Sec. 17-53 (see below).

**Sec. 17-47. - Functions.**

The functions of the community parks advisory council shall be as follows:

- (1) To advise the city council as to projects that should be included and funded within a park improvement district of the city;
- (2) To advise the city council as to long range projects and uses of city parks and recreational areas;
- (3) To advise the city council as to sources of revenue and use fees for use of city parks and recreational areas;
- (4) To advise the city council as to coordination of use of the city parks and recreational areas; and
- (5) To advise the city council on such further issues concerning city parks and recreational areas as the city council may from time to time refer to the advisory council.

**Sec. 17-48. - Membership.**

The community parks advisory council shall consist of eight members, to be appointed by the chairperson of the city council with the approval of the city council. In addition, the city manager and the director of engineering and operations, or his designee, shall serve as ex officio, voting members of the advisory council.

(1) There shall be one appointed member of the parks advisory council who is employed or is a member of each of the following organizations or groups:

- a. The Miles City Unified School District.
- b. Organized youth recreation activities.
- c. A senior citizen (age 55 or older).
- d. A youth (under the age of 21 years).

(2) There shall be four additional members appointed at large, who shall be residents of the city.

**Sec. 17-49. - Terms of members.**

The appointed members of the community parks advisory council shall serve for a term of three years, or until their successor is appointed. For purposes of the initial advisory council, the chairperson of the city council shall designate two of the appointees to serve an initial term of one year, three of the appointees to serve an initial term of two years, and three of the appointees to serve an initial term of three years.

**Sec. 17-50. - Officers.**

The community parks advisory council shall designate one of its members to be chairperson of the advisory council and one member to serve as secretary. Such officers shall hold such positions for a period of one year and shall be eligible to be reappointed to such position.

**Sec. 17-51. - Compensation of members; meetings.**

The community parks advisory council members shall serve without compensation. They shall meet at least monthly and shall file with the city manager minutes of their meetings.

**Sec. 17-52. - Limitation on powers.**

Nothing in this article shall be construed as establishing any member of the community parks advisory council as an officer of the city, and no member shall have any power to direct the use or operations of



the city parks or recreation areas by virtue of his membership on such advisory council.

**Sec. 17-53. - Duration of existence.<sup>3</sup>**

The community parks advisory council shall cease to exist six years from the date of final passage of the ordinance from which this article is derived, or sooner by act of the city council, unless the existence of such community parks advisory council is extended by affirmative act of the city council.<sup>3</sup>

**ARTICLE IV. - BOAT LAKES AND WATERWAYS**

[Sec. 17-76 through Sec. 79 are omitted because they only apply to boats on waterways]

**Sec. 17-80. - Swimming and wading.**

Swimming and wading, other than as is necessary as a part of waterskiing or watersledding rescue or loading or unloading a motorboat or other watercraft, is prohibited in a boat lake, except swimming and wading is permitted at Spotted Eagle Recreation Area during the dates and times and in the areas designated by the city council.

**Sec. 17-81. - User fees.**

Pursuant to section 7-16-4103 of the Montana Code Annotated and section 17-1 of the Code of Ordinances of the City of Miles City, there shall be fees for the use of Spotted Eagle Recreation [Area] as follows:

- Vehicles (including vehicles with non-motorized boats or watercraft) ..... \$2.50
- Season Pass (if family, can be used for up to two vehicles per family) .....\$25.00
- Vehicles with boat or watercraft .....\$5.00
- Season Pass ..... \$40.00
- Motorcycle ..... \$1.00
- Pedestrians ..... \$0.50

Said fees shall be charged from the Saturday of Memorial Day weekend through and including the Monday of Labor Day weekend.

**ARTICLE V. - PARK USE PERMITS**

**Sec. 17-100. - Park use permit required.**

Any person or entity desiring to reserve the exclusive use of a park ground, or recreational facility of the city shall apply for and obtain a park use permit from the city for such exclusive use.

**Sec. 17-101. - Application for park use permit.**

Application for a park use permit shall be submitted to the lease administrator of the city, as designated from time to time by the mayor. All applications shall be on a form and in a format as provided by the city.

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<sup>3</sup> Staff is unaware of an extension of the community parks advisory council's existence by the City Council; therefore, it appears the advisory council is defunct, as more than seven years have passed since final passage of Ord. No. 1002 in April 1990. The staff is therefore providing the advisory functions of the council to the City Council with this report.

**Sec. 17-102. - Application review.**

The lease administrator shall review such application and determine whether exclusive use of a part or all of a park ground, recreational facility, or other city facility is reasonable in relationship to the area requested and the requested duration of use, and is required to protect public property or the public health, safety or welfare. The lease administrator shall further review such application to determine whether the requested use conflicts with other applications for exclusive use or anticipated applications for exclusive use of the same park ground, or recreational facility.<sup>4</sup>

**Sec. 17-103. - Issuance of nonrecurring park use permit.<sup>5</sup>**

If the application is for a planned, nonrecurring social occasion such as birthday parties, weddings, or programs, or a nonrecurring recreational activity, does not conflict with another application or anticipated application, and is reasonable in relationship to the area requested and the requested duration of use, the lease administrator may issue a park use permits allowing use of the park area or other recreational facility by one or more persons, to the exclusion of others, during the requested date and time of use, or such reduced time as the lease administrator deems reasonable in relationship to the use requested.

**Sec. 17-104. - Resolution of issues on nonrecurring park use permit.**

If, upon review, the lease administrator determines that the application conflict with another application or anticipated application, or is not reasonable in relationship to the area requested or the requested duration of use, the lease administrator shall meet with the applicant to attempt to resolve such issues. If, upon meeting, such issues are not resolved to the mutual satisfaction of the lease administrator and the applicant, then the issue shall be submitted to the city council who shall determine whether to grant a park use permit and any limitations or revisions as to area and/or duration the permitted use, based upon the best interests of the city and of the public.

**Sec. 17-105. - Issuance of recurring park use permit.**

If the application is for a recurring occasion, or recurring recreational or sport activity, and does not conflict with another application or anticipated application, and is reasonable in relationship to the area requested and the requested duration of use, the lease administrator shall determine insurance requirements and other terms and conditions necessary or advisable for the protection of the best interests of the city, complete, and have the applicant execute a recurring park use permit in the format established from time to time by resolution of the city council.

**Sec. 17-106. - Resolution of issues on recurring park use permit.**

If the application is for a recurring occasion, or recurring recreational or sport activity, and, upon review the lease administrator determine that the application conflicts with another application or anticipated application, or is unreasonable in relationship to the area requested or the requested duration of use the lease administrator shall meet with the applicant and any conflicting applicants or anticipated conflicting applicants and attempt to arrive at a coordinated plan of use or resolution of the area and/or duration of use. If a coordinated plan of use or resolution of the area and/or duration of use is not agreeable to all parties, then the issue shall be submitted to the city council who shall determine either a plan of

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<sup>4</sup> See Section IV of this report for discussion of other uses and potential conflicts.

<sup>5</sup> Because the proposed Rod and Gun Club use is ongoing and repeated, the application is being reviewed as a 'recurring' park use permit.

coordinated use or exclusive use by one or more of the applicants, and any limitations or revisions as to area and/or duration the permitted use, based upon the best interests of the city and of the public.

**Sec. 17-107. - Authorized persons only permitted to enter or remain upon permitted areas or facilities.**

No entity, person or persons other than the entity, person or persons authorized by the park use permit shall enter or remain on the park areas or recreational facility areas designated in the park use permit during the period covered by the permit.

**Sec. 17-108. - Posting and reservation of permitted areas or facilities.**

Whenever a park use permit for any area of any park ground or recreational facility has been issued, the area permitted may be posted and closed to the use of all persons not associated with that exclusive use during the days and hours of the permitted use. The lease administrator shall have the authority to post reservation notices at park areas or recreational facilities notifying the public that a park area or recreational facility is reserved for exclusive use during a specified time period, pursuant to a park use permit. No person shall disobey any reservation notice posted or issued by the lease administrator relating to the use of any park area or recreational facility identified in the park use permit.

**Sec. 17-109. - Permits not transferable.**

All park use permits issued may only be used by the permit holder and only at the location, dates and times permitted. Park use permits are nontransferable.

**Sec. 17-110. - No right to issuance of permit.**

Nothing herein shall be construed as establishing any right to any person or entity to the issuance of a park use permit, such issuance ultimately being in the sound discretion of the city council.

**Sec. 17-111. - Surrender of possession to permit holder.**

Any person not having a permit for the use of a park facility shall surrender or turn over possession of the park area or recreational facility to any person or entity having possession of a valid park use permit. It shall be unlawful for any person not having a valid park use permit to refuse to or fail to surrender the use of the permitted park area or recreational facility for the duration of the permitted use to any person or entity who has a valid park use permit for such park area or recreational facility during the period of such permitted use.

**Sec. 17-112. - No right to park use permit.**

Nothing herein shall be construed as establishing any right to any person or entity to the issuance of a park use permit, such issuance ultimately being in the sound discretion of the city council.

**Sec. 17-113. - Violation a misdemeanor; penalty.**

Any person violating any provisions of this article shall be guilty of a misdemeanor punishable by a fine not to exceed \$500.00, or imprisonment for a term not to exceed six months, or both.

**Sec. 17-114. - Liability insurance required.**

Liability insurance shall be required for certain uses of city owned property. All policies of liability insurance required in this part shall name the City of Miles City, Montana, as an additional insured, on a primary/noncontributory basis.

(1) Prior to the issuance of a park use permit, or any permit for the use of any city owned property, the following insurance requirements shall apply, for each requested use, and based on the hazard level designation set forth in this part:

a. For activities included under hazard level I which will include less than 50 people in attendance, no liability insurance shall be required.

b. For activities included under hazard level I which are anticipated to include 50 or more people, and for activities included under Hazard Level II, proof of liability insurance in the amount of \$500,000.00 per claim, \$1,000,000.00 per occurrence, shall be required.

c. For activities included under hazard level III, proof of liability insurance in the amount of \$750,000.00 per claim, \$1,500,000.00 per occurrence, shall be required.

(2) Liquor liability coverage in the same amount as is required for each hazard designation, but not less than the amount required for hazard level 1 events attended by 50 or more people, shall be required for all events which include the sale or consumption of alcohol, with the exception of host provided alcohol, or privately provided alcohol, consumed at private events which are attended by 50 or fewer people, for which no admission or other fee is paid, and so long as an alcohol variance has been properly obtained from the city.

(3) Property damage coverage in the amount of \$50,000.00 shall be required for all hazard level I events which are anticipated to include 50 or more people in attendance, and for all hazard level II events. Property damage coverage in the amount of \$100,000.00 shall be required for all hazard level III events.

(4) In the event multiple organizations, entities, or vendors will be operating under one permit, each must be covered and show proof of all insurance required herein.

(5) All permittees shall ensure that employees are covered by workers compensation, and may be required to provide proof of the same.

(6) All vehicles which are used on city owned property must be covered by personal or business liability auto coverage.

(7) The following hazard level designations shall be used for determination of required insurance coverages in this part. Any proposed use which is not covered by the following shall be assigned a hazard level designation by the city's lease administrator. The City of Miles City reserves the right to increase the hazard level of an activity based on information received by the city which tends to show that the activity is of a greater risk than that designated below. The City of Miles City may refuse to issue a park use permit, or any permit for the use of city owned property, for an activity for which the city may determine, through its lease administrator, poses too great a risk for public safety, regardless of the hazard level classification of the activity.

a. *Hazard level I:* Antique shows, art festivals/shows, auctions, auto shows, awards presentations, ballets, banquets, bazaars, beauty pageants, bingo games, boat shows, body building contests, business meetings/shows, chamber of commerce events, charity benefits (including auctions/sales), cinemas, civic club meetings, classical music concerts, indoor concerts under 1,500 people, symphony concerts, consumer shows, indoor conventions, craft shows, dance shows (including rehearsals), debutante balls, dinner theaters, drill team exhibitions/competitions, educational exhibitions, electronics conventions, indoor exhibitions/exhibits, indoor expositions, fashion shows, indoor fishing events, flower shows, garden shows, graduation ceremonies, gymnastics competitions, harvest festivals, home/housing shows, ice skating shows, instructional classes (non-mechanical), civic club events, lectures, luncheons, indoor meetings, mobile home shows, motion picture theaters, musicals (not including rock music), operas/opereettas, organized sightseeing tours, pageants, parties/celebrations (no liquor), picnics, plays,

proms, pumpkin patches/corn mazes, recitals (music, dance, piano), religious assemblies, RV shows, scouting jamborees, seminars, speaking engagements, teleconferences, telethons, theatrical stage performances, trade shows (indoor), vacation shows, weddings and receptions wedding photography.

b. *Hazard level II:* Aerobics/jazzercise classes, animal training, block parties/street enclosures, Christmas tree lots/farms, outdoor concerts under 1,500 (except as otherwise addressed herein), corporate events, dances, debuts, dog shows, evangelistic meetings (revivals), outdoor exhibitions, outdoor exposition, outdoor fishing events, food concessions, graduation night (university only, no high school), haunted houses, horse shows, hotel shows, jam and jazz sessions, job fairs, marathons, outdoor meetings, parades, parties/celebrations (with liquor, other than those addressed under hazard I), political rallies, reunions, rummage sales, school band exhibitions/competitions, séances, sidewalk sales, state and county fairs, street fairs, trade shows (outdoors), voter registration.

c. *Hazard level III:* Bounce castles or houses or similar structures or activities, animal shows, bicycle rallies, carnivals (no rides), casino and lounge shows, comedy shows, rock concerts under 5,000, alternative music concerts under 1,500, country western events (no equine), film productions, head of state events, kiddielands (no rides), live entertainment (except as otherwise addressed herein), livestock shows, martial arts events, night club shows, petting zoos, promoters, recreational events, skating parties, ski events/demos, sporting events (indoor, outdoor, baseball, basketball, softball, soccer, tennis, etc.), swimming events, theatrical road shows, union meetings, zoos.

## **ARTICLE VI. - PARK REGULATIONS**

### **Sec. 17-120. - Definitions.**

For purposes of this article, *to camp* means:

- (1) To erect of a tent or shelter of natural or synthetic material, prepare a sleeping bag or other bedding material for use, or park a motor vehicle, motor home, or trailer for the apparent purpose of overnight occupancy;
- (2) To sleep at any time between the hours of 11:00 p.m. and 6:00 a.m. outdoors, with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection;
- (3) To sleep at any time between the hours of 11:00 p.m. and 6:00 a.m. in, on, or under any structure or object, any motor vehicle, motor home, or trailer, with or without bedding, sleeping bag, blanket, mattress, tent, hammock, or other similar protection; or
- (4) To establish or maintain outdoors or in, on, or under any structure or thing not intended for human occupancy, at any time between the hours of 11:00 p.m. and 6:00 a.m., a temporary or permanent place for sleeping, by setting up any bedding, sleeping bag, blanket, mattress, tent, hammock, or other sleeping equipment or device or setting up any cooking equipment with the intent to remain in that location overnight.

### **Sec. 17-121. - Camping prohibited.**

It shall be unlawful for any person to camp in any public park within the city limits.

### **Sec. 17-122. - Violation a misdemeanor; penalty.**

Any person violating any provisions of this Article shall be guilty of a misdemeanor punishable by a fine not to exceed \$500.00, or imprisonment for a term not to exceed six months, or both.

MCA 2019. 2-9-108. - **Limitation on governmental liability for damages in tort.**

(1) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of an act or omission of an officer, agent, or employee of that entity in excess of **\$750,000 for each claim and \$1.5 million for each occurrence.**

(2) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of negligence of an officer, agent, or employee of that entity by a person while the person was confined in or was otherwise in or on the premises of a correctional or detention institution or facility to serve a sentence imposed upon conviction of a criminal offense. The immunity granted by this subsection does not extend to serious bodily injury or death resulting from negligence or to damages resulting from medical malpractice, gross negligence, willful or wanton misconduct, or an intentional tort. This subsection does not create an exception from the dollar limitations provided for in subsection (1).

(3) An insurer is not liable for excess damages unless the insurer specifically agrees by written endorsement to provide coverage to the governmental agency involved in amounts in excess of a limitation stated in this section, in which case the insurer may not claim the benefits of the limitation specifically waived.

## **Existing Lease Agreements/Park Use Permits**

The Lease Administrator has been unable to locate other Park Use Permits for land uses on the site that could impact or interfere with this proposed use. The shooting range on the north side of Spotted Eagle Lake has been in existence for decades; but no documentation of an agreement with the gun club that uses the property has been found. In 2012, the Custer Road and Gun Club approached the City to request an extension of another 10-year park user permit for Spotted Eagle. At this time, I have been unable to locate any written agreement before 2001 for the use of Spotted Eagle.

## **Staff Analysis**

- A. The applicants, Custer Rod and Gun Club, representative Jeff Faycosh, contacted Mayor Hollowell to address placing access restrictions for the Rod and Gun Club to avoid continuous concerns with safety violations that were occurring with general public usage by not obeying fire arm restrictions. Custer Rod and Gun Club submitted their proposal on May 8, 2020 with a discussion to the park user permit restricting access to only club sanctioned events. Since that time, staff has reviewed the City Codes and applicable city resolutions that apply to leases of city property, and in consultation with Dan Rice, City Attorney, have determined the potential use of the area would be better reviewed, administered, and authorized as in the past as a recurring Park Use Permit under Chapter 17 of the City Codes rather than a long-term lease agreement.
- B. The applicant's proposal Board of Directors' meeting minutes from July 20, 2021 are attached as Attachment 5. The minutes voice the clubs concern and their approval of closing the range to the public.
- C. City Attorney Dan Rice has drafted a Park Use Permit with consultation with city staff, including Planner/Lease Administrator Ally Capps, Public Works Director Scott Gray. The draft permit is attached to this report as Attachment 2 (with multiple exhibits). The draft permit is based on

previously-issued permits, so includes standard terms and conditions of the agreement, along with provisions specific to this project and the applicants' proposal. The permit attempts to address Chapter 17 and other applicable sections of City Code.

D. Regarding fees, the Club is requesting that the city waive any potential fees for the use of the land. The Club is stated to be a nonprofit organization, and the application rationalizes the fee waiver request by indicating the users and activities will result in increased revenue to the city. Whether the City Council is willing to waive any fees associated with the use of the city land is at the discretion of the City Council. Sec. 17-81 outlines user fees for boats, other vehicles (including motorcycles) and pedestrians during the summer season, but fees for organized group uses like this that are to be issued Park Use Permits are not specifically detailed in Chapter 17. Fees are not typically charged for park use permits; but a long term project like this could be assessed lease fees. For instance, Resolution No. 4124 establishes minimum base rent costs for the Industrial Site and other city leaseholds. Said resolution includes the following minimum rentals:

- Tracts with Highway 10 & 12 frontage \$.40 per square foot per year;
- Tracts with paved road frontage \$.025 per square foot per year;
- Tracts with gravel road frontage \$0.20 per square foot per year.
- Rates above these minimal base rates may be charged based on the cost of city services or city owned improvements provided as part of the lease.
- Rates for leases of City owned property outside of the Industrial Site will be evaluated on a case by case basis.

E. Regarding liability coverage, The City is requiring the liability coverage be increased to cover **MCA 2-9-108. Limitations on Governmental liability for damages in torte**. This increase will update the liability insurance requirements recommended in Resolution No. 3597. The new recommendation will require Two Million Dollars (\$2,000,000) per occurrence and One Million Dollars per claim (\$1,000,000) and delivering such proof of insurance annually to the office of the City Clerk of the City of Miles City, Montana.

## Finance Committee Action

The Finance committee has not reviewed the revised park permit.

### Approval:

*Pending meeting date or referral from Council to Committee*

## City Council Action

The City Council could approve, deny or table the proposed Park Use Permit per the draft permit (Attachment 2). The following are the potential actions that the City Council could take to approve or deny:

### A. Approval:

Approval of the Park Use Permit for a 10 year period commencing January 1, 2022, and terminating June 30, 2031. This permit shall be renewable for one additional five-year period at the mutual consent of both parties to the permit. Permit date renewal will be changed to match current park

permits and lease renewal dates and follow the City's fiscal year schedule. Use of this permit shall be year round during the permit term, which shall become effective August 24, 2021 and payable by June 30, 2022. The permit would be subject to the stated terms of the agreement to be completed by city staff, the City Attorney, and approved and signed by the City Council at a future date. The City Council may include additional conditions or terms, including an imposition of use permit fees that may also be subject to waivers by City Council

#### **B. Denial:**

Should Council decide not to agree to the Park Use Permit, the City Council may deny the request, take other action, or outline what additional information is needed

### **Staff Recommendation**

After review of the proposal and applicable City Codes and policies, staff recommends that the City Council adopt this staff report as findings of fact and approve the Park Use Permit and agreement as prepared by the City Attorney and attached to this report, subject to the following modifications:

- Add to Exhibit A: General map of Permit Use Area (may use a city-prepared map, such as Map 1 of this report or other as approved by city staff)
- Add to Exhibit H: "Permittee is responsible for obtaining any other government permits and approvals for the use of the property and associated activities. Miles City reserves the right to withhold the permit if the permittee is unable to furnish evidence that a potential other government approval or permit is required for the project or associated activities."

In addition, city staff, City Attorney, or City Council reserves the right to require additional provisions to promote the purpose of the agreement, to clarify administrative provisions, or outline regulatory or statutory requirements.

### **List of Attachments**

Attachment 1: Resolution 3957

Attachment 2: Resolution 4124

Attachment 3: Memorandum to City Council 1-18-2012

Attachment 4: Council Meeting Minutes January 24, 2012

Attachment 5: Board of Directors Meeting Minutes July 20, 2021

Attachment 6: Resolution 4421 for NEW Park Permit with Custer Rod and Gun Club

Attachment 7: 2021 Park User Permit with Custer Rod and Gun Club

Attachment 8: Current Liability Insurance – *pending*



## Mary Rowe

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**From:** Kaylee Stanke <kaylee@solestonereimbursement.com> on behalf of Kaylee Stanke  
**Sent:** Wednesday, June 09, 2021 9:08 AM  
**To:** Mary Rowe  
**Subject:** RE: Patient

There is no estate per the family.

Thank you,  
Kaylee

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**From:** Mary Rowe <cityclerk@milescity-mt.org>  
**Sent:** Tuesday, June 8, 2021 8:13 AM  
**To:** Kaylee Stanke <kaylee@solestonereimbursement.com>  
**Subject:** RE: Patient

I will run it through the process, is there an estate? I have two other calls pending write-off scheduled for this Tuesday's Council meeting. I will let you know on those two Wednesday. This one will still need to go through Committee first (R).

Thank you,

Mary Rowe  
PO Box 910  
17 S 8<sup>th</sup> Street  
Miles City, MT 59301  
406-874-8602 (ph)  
406-234-2903 (fx)  
Website- <http://milescity-mt.org>  
E-mail- [cityclerk@milescity-mt.org](mailto:cityclerk@milescity-mt.org)

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**From:** Kaylee Stanke <kaylee@solestonereimbursement.com>  
**Sent:** Monday, June 07, 2021 4:55 PM  
**To:** Mary Rowe <cityclerk@milescity-mt.org>  
**Subject:** Patient

Hello,  
We received notification that a patient had passed away and were wondering about writing off the balance of \$157.19? It is for call # 20-1428.

Thank you,

Kaylee Stanke  
Billing Specialist

# New Business

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY (the Borrower) AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below for all purposes of this Resolution unless the context clearly requires otherwise. Capitalized terms used in this Resolution and not defined herein shall have the meanings set forth in the Loan Agreement.

Adjusted Interest Rate means the rate of interest on the Bonds determined in accordance with the provisions of Section 3.03 of the Indenture.

Authorized Representative shall mean the officers of the Borrower designated and duly empowered by the Governing Body and set forth in the application.

Board shall mean the Board of Investments of the State of Montana, a public body corporate organized and existing under the laws of the State and its successors and assigns.

Board Act shall mean Section 2-15-1808, Title 17, Chapter 5, Part 16, MCA, as amended.

Bonds shall mean the Bonds issued by the Board pursuant to the Indenture to finance the Program.

Borrower shall mean the Borrower above named.

Indenture shall mean that certain Indenture of Trust dated March 1, 1991 by and between the Board and the Trustee pursuant to which the Bonds are to be issued and all supplemental indentures thereto.

Loan means the loan of money by the Board to the Borrower under the terms of the Loan Agreement pursuant to the Act and the Borrower Act and evidenced by the Note.

Loan Agreement means the Loan Agreement between the Borrower and the Board, including any amendment thereof or supplement thereto entered into in accordance with the provisions thereof and hereof.

Loan Agreement Resolution means this Resolution or such other form of resolution that the Board may approve and all amendments and supplements thereto.

Loan Date means the date of closing a Loan.

Loan Rate means the rate of interest on the Loan which is initially 1.65% per annum through February 15, 2022 and thereafter a rate equal to the Adjusted Interest Rate on the Bonds and up to 1.50% per annum as necessary to pay Program Expenses.

Note means the promissory note to be executed by the Borrower pursuant to the Loan Agreement, in accordance with the provisions hereof and thereof, in substantially the form set forth in the Promissory Note, or in such form that may be approved by the Board.

Program shall mean the INTERCAP Program of the Board pursuant to which the Board will issue and sell Bonds and use the proceeds to make loans to participating Eligible Government Units.

Project shall mean those items of equipment, personal or real property improvements to be acquired, installed, financed or refinanced under the Program as set forth in the Description of the Project/Summary of Draws.

Trustee shall mean U.S. Bank National Association (formerly known as First Trust Company of Montana National Association) and its successors.

Section 1.02. Authority. The Borrower is authorized to undertake the Project and is further authorized by the Borrower Act to enter into the Loan Agreement for the purpose of obtaining a loan to finance or refinance the acquisition and installation costs of the Project.

Section 1.03. Execution of Agreement and Delivery of Note. Pursuant to the Indenture and the Board Act, the Board has issued and sold the Bonds and deposited a part of proceeds thereof in the Loan Fund held by the Trustee. The Board has, pursuant to the Term Sheet, agreed to make a Loan to the Borrower in the principal amount of \$480,000.00 and upon the further terms and conditions set forth herein, and as set forth in the Term Sheet and the Loan Agreement.

## ARTICLE II

### THE LOAN AGREEMENT

Section 2.01. Terms. (a) The Loan Agreement shall be dated as of the Loan Date, in the principal amount of \$480,000.00 and shall constitute a valid and legally binding obligation of the Borrower. The obligation to repay the Loan shall be evidenced by a Promissory Note. The Loan shall bear interest at the initial rate of 1.65% per annum through February 15, 2022 and thereafter at the Adjusted Interest Rate, plus up to 1.50% per annum as necessary to pay the cost of administering the Program (the Program Expenses). All payments may be made by check or wire transfer to the Trustee at its principal corporate trust office.

(b) The Loan Repayment Dates shall be February 15 and August 15 of each year.

(c) The principal amount of the Loan may be prepaid in whole or in part provided that the Borrower has given written notice of its intention to prepay the Loan in whole or in part to the Board no later than 30 days prior to the designated prepayment date.

(d) The Prepayment Amount shall be equal to the principal amount of the Loan outstanding, plus accrued interest thereon to the date of prepayment.

(e) Within fifteen days following an Adjustment Date, the Trustee shall calculate the respective amounts of principal and interest payable by each Borrower on and with respect to its Loan Agreement and Note for the subsequent August 15 and February 15 payments, and prepare and mail by first class mail a statement therefor to the Borrower.

Section 2.02. Use and Disbursement of the Proceeds. The proceeds of the Loan will be expended solely for the purposes set forth in the Description of the Project/Summary of Draws. The proceeds from the sale of the Note to the Board shall remain in the Borrower's Account pending disbursement at the request of the Borrower to pay the budgeted expenditures in anticipation of which the Note was issued. Requests for disbursement of the Loan shall be made to the Board. Prior to the closing of the Loan and the first disbursement, the Borrower shall have delivered to the Trustee a certified copy of this Resolution, the executed Loan Agreement and Note in a form satisfactory to the Borrower's Counsel and the Board's Bond Counsel and such other certificates, documents and opinions as set forth in the Loan Agreement or as the Board or Trustee may require. The Borrower will pay the loan proceeds to a third party within five business days after the date they are advanced (except for proceeds to reimburse the Borrower for previously paid expenditures, which are deemed allocated on the date advanced).

Section 2.03. Payment and Security for the Note. In consideration of the making of the Loan to the Borrower by the Board, the provisions of this Resolution shall be a part of the Agreement of the Borrower with the Board. The provisions, covenants and Agreements herein set forth to be performed by or on behalf of the Borrower shall be for the benefit of the Board. The Loan Agreement and Note shall constitute a valid and legally binding obligation of the Borrower and the principal of and interest on the Loan shall be payable from the general fund of the Borrower, and any other money and funds of the Borrower otherwise legally available therefor. The Borrower shall enforce its rights to receive and collect all such taxes and revenues to insure the prompt payment of the Borrower obligations hereunder.

Section 2.04. Representation Regarding the Property Tax Limitation Act. The Borrower recognizes and acknowledges that the amount of taxes it may levy is limited by the state pursuant to Section 15-10-402, et. seq. (the Property Tax Limitation Act). The Borrower is familiar with the Property Tax Limitation Act and acknowledges that the obligation to repay the Loan under the Agreement and Note are not exceptions to the provisions of the Property Tax Limitation Act. The Borrower represents and covenants that the payment of principal of and interest on the Loan can and will be made from revenues available to the Borrower in the years as they become due, notwithstanding the provisions of the Property Tax Limitation Act.

Section 2.05. Levy and Appropriate Funds to Repay Loan. The Borrower agrees that in order to meet its obligation to repay the Loan and all other payments hereunder that it will budget, levy taxes for and appropriate in each fiscal year during the term of the Loan an amount sufficient to pay the principal of and interest hereon within the limitations of the Property Tax Limitation Act, as may be amended, and will reduce other expenditures if necessary to make the payments hereunder when due.

### ARTICLE III

#### CERTIFICATIONS, EXECUTION AND DELIVERY

Section 3.01. Authentication of Transcript. The Authorized Representatives are authorized and directed to prepare and furnish to the Board and to attorneys approving the validity of the Bonds, certified copies of this Resolution and all other resolutions and actions of the Borrower and of said officers relating to the Loan Agreement, the Note, and certificates as to all other proceedings and records of the Borrower which are reasonably required to evidence the validity and marketability of the Note. All such certified copies and certificates shall be deemed the representations and recitals of the Borrower as to the correctness of the statements contained therein.

Section 3.02. Legal Opinion. The attorney to the Borrower is hereby authorized and directed to deliver to the Board at the time of Closing of the Loan his or her opinion regarding the Loan, the Loan Agreement, the Note and this Resolution in substantially the form of the opinion set forth in the Attorney's Opinion.

Section 3.03. Execution. The Loan Agreement, Note, and any other document required to close the Loan shall be executed in the name of the Borrower and shall be executed on behalf of the Borrower by the signatures of the Authorized Representatives of the Borrower.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 28<sup>TH</sup> DAY OF SEPTEMBER, 2021.**

By \_\_\_\_\_  
**Its Mayor, John Hollowell**

Attest:

By \_\_\_\_\_  
**Its City Clerk, Mary Rowe**

**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.**

*WHEREAS*, the City of Miles City through its fire department desire to work with Flathead Valley Community College to provide field training to EMT and paramedic students;

*AND WHEREAS*, the details of said collaborative process and the obligations of the parties thereto have reduced the same to writing;

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

1. The “EMS STUDENT FIELD EXPERIENCE PROVIDER AND PRECEPTOR AGREEMENT” between the City of Miles City and Flathead Valley Community College, attached hereto as Exhibit “A,” and made a part hereof, is hereby approved and adopted by this council.
2. The Miles City Fire Chief is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and 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 28TH DAY OF SEPTEMBER, 2021.**

\_\_\_\_\_  
John Hollowell, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## EMS Student Field Experience Provider and Preceptor Agreement

This Agreement is entered into on this date, May 1<sup>st</sup>, 2021 by FLATHEAD VALLEY COMMUNITY COLLEGE (hereafter referred to as the College), and MILES CITY FIRE & RESCUE (hereafter referred to as the Field Experience Provider).

WHEREAS, Students enrolled in the College's EMS courses, including Paramedic Students and EMT students, need to participate in field experience as part of their professional training; and

WHEREAS, the Field Experience Provider is willing to provide such field experience through a preceptor employed by the Provider to the College's EMS students under the terms set forth in this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The term of this Agreement shall be effective starting May 1st, 2021 and shall automatically renew for successive one (1) year terms, unless terminated as set forth below.
2. This Agreement may be terminated by either party at any time with a minimum of 90 days written notice or at the end of the academic year or summer semester, whichever comes first.
3. The parties to this Agreement shall cooperate in providing quality field experience and training to the students enrolled in EMS courses and programs at the College.
4. Paramedic Students will be in compliance with the health clearance requirements for clinical training as required by Kalispell Regional Healthcare (See Attachment A).
5. Paramedic Students will possess the following (minimum requirements) throughout the field experience:
  - a. Valid Montana EMT license
  - b. Healthcare Provider CPR card
  - c. Advanced Cardiac Life Support (ACLS) provider card
  - d. Pediatric Advanced Life Support (PALS) provider card
  - e. Pre-Hospital Trauma Life Support (PHTLS) provider card
6. EMT students will possess a valid Healthcare Provider CPR card.
7. It is recognized that Paramedic Students are in training utilizing the current national EMS Education Standards and therefore the Field Experience Provider will ensure that Paramedic Students will be supervised, instructed and evaluated



by a Montana licensed paramedic acting as their preceptor during EMS activities. EMT Students are also in training utilizing the current national EMS Education Standards and therefore the Field Experience Provider will ensure that EMT Students will be supervised, instructed and evaluated by either a Montana licensed paramedic or EMT.

8. EMS Students receiving training with the Field Experience Provider are currently enrolled in EMS courses at Flathead Valley Community College, as approved by the Montana Board of Medical Examiners, program approval #04PA0028, and accredited by the Committee on Accreditation for Allied Health Professions #600426 (See Attachment B).
9. The EMS student will have executed a liability waiver with the Field Experience Provider prior to beginning field training (See Attachment C). The Field Experience Provider shall report any injury sustained by an EMS student to the College Paramedicine Program Director or Clinical Coordinator within 12 hours of the injury's occurrence, through the contact information provided below.
10. EMS students are covered by liability insurance as a student enrolled in a Health Science education program at the College (See Attachment D). Additionally EMS students will be covered by workers' compensation insurance provided through the College.
11. It is agreed that the College will indemnify and hold harmless the Field Experience Provider from any loss, costs, damages or expenses arising out of any accident or other occurrence causing injury or damage to any person or property of any person due directly or indirectly to the negligence of the College or its employees in the performance of this Agreement to the extent of the College's insurance, and the College will carry professional liability insurance in the amount of \$1,000,000.00 for each person and \$5,000,000.00 aggregate and furnish the Field Experience Provider satisfactory evidence of such insurance.
12. It is agreed that the Field Experience Provider will indemnify and hold harmless the College from any loss, costs, damages or expenses arising out of any accident or other occurrence causing injury or damage to any person or property of any person due directly or indirectly to the negligence of the Field Experience Provider or its employees in the performance of this Agreement to the extent of the Field Experience Provider's insurance, and the Field Experience Provider will carry professional liability insurance in the amount of \$1,000,000 for each person and \$5,000,000 aggregate and furnish the College satisfactory evidence of such insurance.
13. The Field Experience preceptor and EMS student will maintain the industry standard quality of patient care, during all patient contacts, and the Field Experience preceptor will supervise the EMS student to ensure this quality of patient care.

14. The College will conduct criminal background checks on any EMS student participating in field experience training.
15. An EMS student may be removed from field experience training by either the College or the Field Experience Provider for violation of the class rules of conduct as included in the Paramedic Clinical/Internship Handbook and the EMT student handbook (See Attachment E). EMS students are required to sign these handbooks indicating their commitment to abide by the contents of the handbooks. Commitments EMS students make through execution of the handbooks include, but are not limited to:
  - Maintaining a professional demeanor and appearance, wearing appropriate professional attire and displaying any required I.D. at all times while functioning with the Field Experience Provider;
  - Complying with the orders, instructions, policies and guidance of the Field Experience Provider's authorized agents;
  - Maintaining the industry standard quality of patient care during all patient contacts; and
  - Maintaining the confidentiality of all patient information or other private information that the EMS student may obtain in the course of their training with the Field Experience Provider at all times, unless release of such information is legally ordered by a court of law.
16. The College's Paramedicine Program Director, Clinical Coordinator or Physician Medical Director may accompany an EMS student at times to be determined by the College for the purpose of evaluating the quality of the field experience.
17. The times available for field experience will be established by mutual agreement between the Field Experience Provider and the College, giving maximum consideration to the scheduling needs of the EMS students for successful completion of their field experience training requirements.
18. A list of the Montana licensed paramedics utilized as preceptors by the Field Experience Provider, including license numbers, will be made available to the College for filing with the Montana Board of Medical Examiners.
19. The Field Experience Provider will agree to maintain, and allow the College access to, any student training records they maintain. This requirement shall exclude access to any patient records to maintain HIPAA compliance requirements.

20. This Agreement is governed by the laws of Montana. The parties hereto agree that any litigation concerning this Agreement must be brought before the District Court for the County of Flathead, Montana and that each party shall be responsible for their own costs and attorney fees.

In Witness Whereof, the parties hereto have executed this Agreement.

**Field Experience Provider:**

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Chief

Address and Telephone Number: \_\_\_\_\_  
\_\_\_\_\_

**College:**

Date \_\_\_\_\_ Signed \_\_\_\_\_  
President  
Flathead Valley Community College

Address and Telephone Number: 777 Grandview Drive, Kalispell, MT 59901; (406) 756-3822.

FVCC Paramedicine Program Contact Information

**Paramedicine Program Director:**

Ryan Pitts  
(406) 249-9520  
[jpitts@fvcc.edu](mailto:jpitts@fvcc.edu)

**Clinical Coordinator:**

Cole Williams  
(406) 253-2335  
[cwilliams@fvcc.edu](mailto:cwilliams@fvcc.edu)