



# CITY OF MILES CITY AGENDA

*Regular Council Meeting  
City Council Chambers  
and zoom.us (ID- 4062343462 Passcode- 59301)*

*May 14, 2024  
6:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **ELECT COUNCIL PRESIDENT**
2. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**
  - A. Regular City Council Meeting 04/23/2024
  - B. Special City Council Meeting 04/11/2024
3. **SCHEDULE MEETINGS**
4. **REQUEST OF CITIZENS & PUBLIC COMMENT**

FWP Project Update  
Walleyes Unlimited discussion on boat ramp  
Dustin Davis and John Kuntz of DMJ Properties renew Industrial Site property lease
5. **BID OPENING**

Water Plant Painting
6. **APPOINTMENTS**

Ward IV Council Member  
-Karissa Nissen

Public Works Director  
-Samantha Malenovsky

Fire Department Building Committee  
-Council Member

Police Commissioner  
-Don Neese

Library Board Commissioner  
-Andrew Albers
7. **PROCLAMATIONS**

Kids to Parks Day ~
8. **STAFF REPORTS**

9. **CITY COUNCIL COMMENTS**

10. **MAYOR COMMENTS**

11. **COMMITTEE RECOMMENDATIONS**

Finance Committee Recommends Not Writing Off Delores Willson Ambulance Bill.

12. **NEW BUSINESS**

- A. **ORDINANCE NO. 1378 (*First Reading*) – AN ORDINANCE ENACTING “SECTION 5-4. BUILDING PERMIT AND PLAN REVIEW FEES” TO THE CODE OF ORDINANCES OF MILES CITY, MONTANA.**
- B. **ORDINANCE NO. 1379 (*First Reading*) – AN ORDINANCE REPEALING “SECTION 23-27. FLOURIDATION” FROM THE CODE OF ORDINANCES OF MILES CITY, MONTANA.**
- C. **RESOLUTION NO. 4559 - A RESOLUTION ADOPTING A SPECIAL DEPUTY CITY ATTORNEY POLICY FOR THE CITY OF MILES CITY, MONTANA.**

13. **ADJOURNMENT**

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

**REGULAR COUNCIL MEETING April 23, 2024  
6:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, March 26th, 2024, 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 Dwayne Andrews called the meeting to order. Council Members present were Ed Pulecio, Rick Huber, Trevor Power, Brant Kassner, Kevin Thomason, Don Simpson. Pam Bovee was absent.

Also present were City Attorney Dan Rice, Fire/Ambulance Chief Christopher Neumann, Police Chief Doug Colombik, Public Utilities Director Tom Speelmon, and Deputy City Clerk/Minute Recorder Jody Kinsey.

**PLEDGE OF ALLEGIANCE**

Mayor Dwayne Andrews led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**Human Resources Committee Minutes: 4/11/24**

*\*\* Councilperson Power moved to approve the minutes of the Human Resources Committee Meeting of April 11th, 2024, subject to any changes, and seconded by Councilperson Simpson. The motion passed by unanimous consent, 7-0.*

**SCHEDULE MEETINGS**

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

Budget Meetings	4/24/24 5:15 PM
	4/25/24 5:15 PM
	4/29/24 5:15 PM

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Mark Ahner 13 South Stacy spoke about the annual 4<sup>th</sup> of July parade. He is requesting the same as years prior. They would like the city to provide the insurance, road closure signs, park use permit, and police escort. He added this will be the last year that the veterans will sponsor the parade. They are looking for organizations or individuals who would like to take it over. The VFW will continue to do the fireworks display.

*\*\* Councilmember Huber motioned to approve the request, seconded by Councilmember Kassner. The motion passed, by unanimous consent, 7-0.*

### **APPOINTMENTS**

None

### **STAFF REPORTS**

None

### **CITY COUNCIL COMMENTS**

None

### **MAYOR COMMENTS**

Mayor Andrews informed council that he is working on the issues of a parks district, the cannabis issue, and continued budget meetings.

### **COMMITTEE RECOMMENDATIONS**

Human Resources Committee recommends approving Detective Sergeant position description.

*\*\* Councilmember Power moved to approve the recommendation, seconded by Councilmember Simpson. The motion passed by unanimous consent, 7-0.*

### **BID AWARDS:**

Southgate Water Tank

*\*\* Councilperson Thomason made a motion to approve Carr Coatings bid seconded by Councilperson Pulecio. The motion passed by unanimous consent, 7-0.*

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

**A. RESOLUTION NO. 4557- A RESOLUTION OF THE CITY OF MILES CITY APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH KADRMAS, LEE & JACKSON, INC. (KLJ) FOR 911 GIS DATA MANAGEMENT.**

*\*\* Councilperson Pulecio moved to approve the resolution, read by title only, and seconded by Councilperson Simpson. The motion passed by unanimous consent, 7-0.*

**B. RESOLUTION NO. 4558 – RESOLUTION RELATING TO \$3,945,000 CITY OF MILES CITY, MONTANA, GENERAL OBLIGATION**

**BONDS, SERIES 2024; DETERMINING THE FORM AND DETAILS THEREOF, AUTHORIZING THE EXECUTION AND DELIVERY AND LEVYING TAXES FOR THE PAYMENT THEREOF, AND AUTHORIZING THE SALE OF THE BONDS TO D.A. DAVIDSON & CO.**

**\*\*** *Councilperson Pulecio moved to approve the resolution, read by title only, seconded by Councilperson Simpson. The motion passed by unanimous consent, 7-0.*

**ADJOURNMENT**

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

The meeting was adjourned at 6:30 p.m.

\_\_\_\_\_  
**Dwayne Andrews, Council President**

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

**SPECIAL COUNCIL MEETING      April 11th, 2024**  
**6:00 p.m.**

**CALL TO ORDER**

The Special Council meeting was held Thursday, April 11th, 2024, in the City Court Chambers at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana and online at zoom.us. Council President Dwayne Andrews called the meeting to order. Council Members present were Pamela Bovee, Ed Pulecio, Rick Huber, Trevor Power, Brant Kassner, Kevin Thomason, Don Simpson.

Also present were City Attorney Dan Rice, Fire/Ambulance Chief Christopher Neumann, Police Chief Doug Colombik, Public Utilities Director Tom Speelmon, and Deputy City Clerk/Minute Recorder Jody Kinsey.

Council President Andrews called for nominations for a Pro Tem member to conduct the meeting since he is a candidate for Mayor.

*\*\* Councilperson Bovee moved to nominate Councilperson Brant Kassner as Pro Tem, seconded by Councilperson Power, and passed unanimously 8-0.*

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Gary Rider questioned the process of appointing a mayor. He stated that state law is very clear that a new mayor is appointed within 30 days of a vacancy. Also, the public's right to know hasn't been out. There is a process and the city were not letting people know who the candidates were.

Nikki Stevens read the following letter on behalf of former Fire Chief Branden Stevens:  
Branden Stevens  
902 S. Earling  
Miles City, MT 59301

April 4<sup>th</sup>, 2024

Miles City Council  
City of Miles City  
17 S 8<sup>th</sup> Street  
Miles City, MT 59301

Dear Miles City Council: Thank you for the opportunity to allow me to write this recommendation letter for the Mayor position. I would like to recommend Dwayne Andrews for the position of Mayor of Miles City.

As the former Fire Chief of Miles City, I spent a lot of time working with Dwayne Andrews during his time on City Council. I have the upmost respect for Dwayne as a person and as

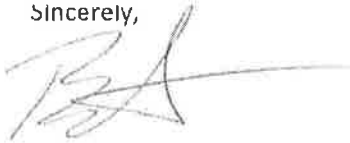
a professional.

Dwayne is a very fair and honest person that can always be counted on to what is best for the community. There were many times that Dwayne and I did not see eye to eye on a subject or Issue but it was always worked through to an outcome that benefits the citizens of Miles City. Every project, ordinance, budget, that I worked with Dwayne on was always completed on time and on target, and he always made sure that the community would benefit first. Dwayne is an experienced leader in a time when experienced leaders are in short supply,

I have known Dwayne to be great at making difficult decisions, asking the hard questions, and having a vision that benefits the community (three qualities I think we all want in a Mayor)

I believe that under the watch of Dwayne Andrews as Mayor, Miles City will be a safer, better organized, and healthier economic community.

Sincerely,

A handwritten signature in black ink, appearing to be 'D. Andrews', written over a horizontal line.

She then spoke on her own behalf. She added that she has had the opportunity to work with Dwayne under the same roof. She has worked with him as a council member and now as the interim mayor. When he was appointed as interim mayor he stepped up. He mentioned when you do something you give it your all. You do your best and go all in. That is exactly what Dwayne has done. He has the best interest of the staff and the community at the forefront. He has the knowledge and experience needed for the position of Mayor. She would recommend Dwayne as the Mayor.

Ann Tribby spoke in support of Dwayne. Her husband worked with Dwayne for many years. She has known Dwayne for 30 years as a friend. Some traits that she has witnessed over the years are good or bad your will receive a timely and honest response from Dwayne. She has never observed Dwayne shying away from the truth regardless of the impact on himself or the organization he represents. She also respects his expectation of excellence first from himself and then from those he works with. He establishes an expectation that staff will do their job and serve the public with an honest day's work. Dwayne has supported employees against unfair criticism, but does not shy away from correcting employee behavior that would reflect poorly on the organization. Dwayne believes in putting in the time for the good of the community. He has been on the city council for many years. The amount of time spent reflects with wanting to be actively engaged with the issues and improvements in Miles City. Dwayne prides himself with being informed with the issues. He is aware the running the city takes a lot of time. Occupying the Mayors desk is a major

commitment and one Dwayne takes seriously. Dwayne has been and will continue to be one who gets things accomplished, not just collect the title and salary. Dwayne has proven himself to be a leader. Don't miss this opportunity to help move Miles City forward.

Brenda Little recommends Dwayne Andrews. He is currently the longest standing council member. He was voted council president by the current council. She believes the council had the foresight to choose Dwayne as council president for several reasons. She feels he would make a good Mayor because he has integrity, honesty, values, and leadership skills. She believes he would be a great leader for this community. With his twelve years on council comes a great wealth of knowledge. He has been through good times and bad times while on the council. Over the time he has been interim Mayor he has taken his responsibility very seriously. He knows what is broken and he has already started to build relationships which in the past were not possible. He has already put in numerous hours and made changes moving forward. It is obvious that he has the well being of the community as his top priority. She then read the following letter on behalf of John Goff:



John Goff  
PO Box 683  
Miles City, MT 5 930 1  
goff.john@hotmail.com  
406-853-2191  
4-3-2024

Dear Mayor Selection Committee,

I am writing to express my sincere interest in being considered for the position of Mayor to fill the current vacancy in Miles City. As a dedicated member of our community with a deep commitment to public service and a proven track record of leadership, I am eager to contribute my skills and experience to the advancement and well-being of our city.

Throughout my career and civic engagement, I have consistently demonstrated a passion for serving the needs of our community and addressing the challenges facing our city. My professional background has equipped me with the skills necessary to effectively navigate the complexities of municipal governance, develop strategic initiatives, and collaborate with stakeholders to achieve meaningful results.

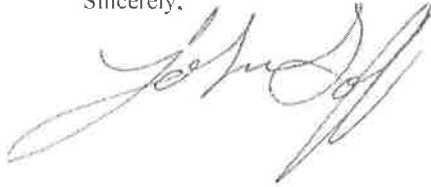
Moreover, my tenure as a dedicated, actively involved citizen of this community, has provided me with invaluable insight into the priorities, concerns, and aspirations of our residents.

If appointed as Mayor, I am committed to leading with integrity, vision, and empathy, guided by the principles of fairness, equity, and justice. I will prioritize engagement with residents, businesses, other bodies of government and community organizations to ensure that our city continues to thrive and evolve in a manner that reflects the diverse needs and aspirations of our population.

I believe that my combination of experience, skills, and dedication uniquely qualifies me to serve as Mayor during this critical time for our city, I am prepared to hit the ground running, working tirelessly to uphold the values and principles that define our community and to build a future that is inclusive, prosperous, and sustainable for all.

Thank you for considering my candidacy, and I look forward to the opportunity to contribute to its continued success.

Sincerely,



Lily Cruise recommends Dwayne Andrews for Mayor. She has found him to be fair, knowledgeable, and honest. He would be an outstanding representative for Miles City.

Tanner Gordon read the following letter on behalf of the Local 600:



## Miles City Fire Fighters Union Local 600

2800 Main St  
Miles City, MT 59301

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To members of Miles City Council:

On behalf of the Local 600, we are writing to support Dwayne Andrews for Mayor. Mr. Andrews has been part of city council for the past 12 years. We can confidently say that he possesses the necessary qualities and skills to continue to be successful as mayor of Miles City.

Mr. Andrews has been a good friend to the firefighters. Over the past six years, we have collaborated very closely with him on the building project. His consistent demeanor and respect for the citizens tax dollars has led the charge for the new fire and ambulance building. If it were not for him and his continuous, open communication with council, this dream never would have become reality.

The Miles City Fire Fighters Union Local 600 believe that it is essential to elect leaders who are committed to improving our community, and Mr. Andrews is one such leader. He has demonstrated his commitment to public service by being a voice for all first responders in Miles City. Members of the Local 600 believe he will continue to work tirelessly to make our community a better place.

Since he was appointed mayor, he has proven repeatedly that he's here and available. He can readily be found in the mayor's office every morning, something we have never seen before. His willingness to be available is another thing the city has not seen in years. His love and passion for doing what is right, not only the citizens, but also city employees has not gone unnoticed. We appreciate you Mr. Andrews.

We strongly urge you to appoint Dwayne Andrews Thursday April 11<sup>th</sup>, 2024. We are confident he will continue to make a positive impact and work towards the betterment of our community. Please join us in Supporting Dwayne Andrews and appointing him as Mayor of Miles City.

Thank you for your time and consideration.

Sincerely,

Miles City Fire Fighters Local 600

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[Milescityfirefighters1600@gmail.com](mailto:Milescityfirefighters1600@gmail.com)

[www.facebook.com/IAFF600](http://www.facebook.com/IAFF600)

Johna Grenz spoke in support of Butch Grenz for Mayor. He has run a successful business for many years. He understands City business. As a citizen who owns a home in Miles City she is 100% invested and the City could not open the Oasis this year on time because there wasn't enough money. Mr. Andrews has been the longest member on the council who has voted on issues that put us in this

situation. Now we are no longer able to afford to open our community pool for the children that are at a risk age that need something to do. Mr. Grenz is the only candidate that has the knowledge and the ability to possibly turn around what is going on. If we can't open the Oasis this year, what is next year, and the year after that? When are we going to run out of money? When will we be unable to pay employees?

Doug Colombik has been the police chief for fifteen years. He has worked with three of the mayor candidates. He has worked with Butch Grenz and Dwayne Andrews for quite a few years. Both have been very supportive of the police over the years and have allowed him to be a chief. Butch has always supported the police department. Since Mr. Andrews has been in office since January he has been available and supportive. He doesn't want to forget the good times when Butch was in office. He stated he was sure the other candidates would be able to do the job.

Kassandra Erickson spoke on behalf of herself. The majority of her experience is in financials. One thing she is experienced in is data and financial analysis. She understands there are concerns with the city's finances. That is one of her strong suits. She is very adept in the financial sector. She understands the economic and political environment. She wanted to share her strategies with the first being data driven economic development. She has experience working with software developers at Stockman Bank. One thing our community would benefit from is performance management with access to data. This would include data involving economic conditions, population characteristics, labor force characteristics, business climate, and knowledge-based resources in collaboration with all involved. It is imperative to city leadership in insuring long term sustainability of performance management focused on service delivery improvement. This can be achieved through grants such as the rural e-connectivity program provided by the department of agriculture. Another personal focus would be on the local housing affordability and infrastructure. I would want to dedicate some of our local financial resources to the preservation of affordable housing units. We are in a low-income area as most of you know. Having affordable housing invites more residents and help improve our economic condition. Energy efficiency development plan, increasing the energy efficiency of local government operation. Increasing energy efficiency in existing buildings, and encouraging energy efficiency in new construction, while leveraging and maximizing the energy efficiency. Another strategy she had was jail reduction strategy. Working toward a goal to reduce jail use while addressing behavioral health needs and reducing homelessness through implementing a co-responder model that works with peer support workers. Engagement of peer support has been shown to lower the cost of services, reduce hospitalization rates, and increase quality of life outcomes. She also wrote down eviction prevention strategies. Developing an eviction data infrastructure, partnering with the local courts, college, and nonprofits, could guarantee the success of eviction diversion and mediation programs, mapping the local eviction process, while implementing targeted communication and outreach. She also wrote down I.T. budgeting strategies which could be promoting a data

driven economic development. These I.T. budgeting strategies would be aimed at reducing costs for our local government. Parent centered employment strategies and public safety strategies such as grants which would include the COPS program which is being offered by the Department of Justice. One thing she knows about our government is that a lot of grants are being offered during this time, and this is when a lot of the deadlines are due. As of right now we are at a critical time to obtain grant funding for our city. Grants are either ending in April, May, or June. She believes she could be of help to the citizens of Miles City and our financial situation.

Linda Corbett Steiner stated that the election was between Butch and John Hollowell so give it to Butch. He is a business man.

Chris Neumann wanted to echo the sentiments that Doug Colombik said that stepping forward to support your community in any way is admirable. If he got to know the candidates he would be able to speak on their qualities. He came to support Dwayne Andrews. Since he started Mr. Andrews has made himself available for guidance and clarification conversation, which has assisted the positive transition into his new role, influencing a less disruptive impact on your organization. Mr. Andrews has proved to be a dependable candidate for the position, with extensive experience in public service, an unwavering dedication to our community and team, and excessive hours he spends working on issues, which are above what are expected of him in his role. These hours of time are above what his due compensation should be. While networking with individuals from City Hall to Holy Rosary, members of your local emergency services, businesses, and social acquaintances, Mr. Andrews has a solid reputation as a trusted leader who demonstrates a deep commitment to public service. Consistently advocating for the needs and concerns of our citizens. Has a proven track record of working pleasantly with community leaders, business owners, and residents, to solve our cities complex issues. Moreover, during his conversations concerning the current challenge the fire/ambulance emergency services will be facing Mr. Andrews has been a trusted confidant in brainstorming solutions with an open mind. He is not a group thinker, but he is open to any conversation to ensure we make the best decisions with the most positive outcome. We are aligned in our mission to prove the least disruptive emergency services approach to the citizens during the station rebuild. That alignment prioritizes the needs of all residents. This advantageous resource is necessary in the coming months when the temporary relocation of the fire and ambulance services takes place. He's been there from the beginning. As a team we are committed to insuring that our public safety services are adequately supported and equipped to keep our neighborhoods safe. Disrupting this team at this point in the process will create undue stress for our organization. Our community needs this team to stay intact to navigate what will come. The following six months are critical to the successful transition as an emergency services agency. In conclusion it is his thought through his consistent daily interaction with Mr. Andrews that he believes he is the right person for the position on Mayor at this time. His experience, dedication, and vision make him the ideal candidate to lead our city

in a safe direction. I encourage all council members to vote for his candidacy in the upcoming decision.

Cody Steiner stated that he has lived in Miles City his whole life. He has been looking and listening at what is going on in the room. He is hearing a lot of pomp and circumstance. He stated he looks at Miles City probably the wrong way. He would call it a business. He would call the Council the board of directors. He looks at the Mayor like the CEO of the company. What he has seen through the years, not paying a lot of attention is that the city council will take care of it. Everything is going to go smooth and it is going to be great. It is going to be a beautiful place to live. What he has watched in the background and seen is that it really isn't. He doesn't think the city council is providing the services that the taxpayers are paying them to do. They pay taxes every year and he would call them stockholders in the company. He said he thinks they need to take a look at is putting someone in there with experience. Someone who knows what it is to earn a dollar and how to spend it. He is not going to point to any direct candidate. He stated he thinks they know who he is talking about. He added no offense but they are bringing a gentleman who has been on the council for twelve years and what has he accomplished in the twelve years. All he is hearing is a bunch of pomp and circumstance. In the background he is hearing that we can't even open the swimming pool. He wasn't aware of that. Under who's watch did that happen? Put a side your petty feelings or whatever and pick the right candidate that is going to work for the city. We need to provide enough income to open the swimming pool. It should be something that is for the betterment of the city. Pick the candidate that has the experience. You can't duplicate experience. If he had heart surgery he would sure like to go to a doctor who has been doing it for five years rather than the guy who just popped out of medical school. Look for the experience. Look for what is going to be the best for the city. Not for an individual, but for the city as a whole. He said he thinks they know who he is talking about. It is experience that is going to make a difference. Not pettiness and not pomp and circumstance. He is speaking from the heart. He doesn't have a piece of paper. Please consider that when you vote.

Tara Andrews introduced herself as the better half of Dwayne Andrews. She wanted to clarify that the swimming pool is going to open this year. The last six weeks Dwayne has been in the office every single day for at least four hours. He had total shoulder replacement and missed three days of a recovery that was supposed to take much longer. He has been there every day because it is important to him. He is a man of integrity. He has lots of budget knowledge from his previous job.

Butch Grenz added that the pool is going to open but it is bad when they had to go beg and borrow because of the city's finances. Mr. Andrews has served the city for twenty some years respectfully, but out of the last eight years he just went along with everything the previous mayor wanted to do. Now we are in this financial strain. He then said if Dwayne wins then congratulations. It is kind of ironic that you will have to wear the shoe that you are stepping in.

Cameron Squires stated he doesn't know the previous mayor but he has heard both sides of the community talking about it. It's pretty polarizing. People either like the previous mayor, or they don't. Most of the town didn't like the one we elected or the one before that. Either way we need the community to come together. Political sides apart he has known Mr. Andrews for about fifteen years. He is going off personal experiences. His old man and Duane were great friends. Their political views were as far apart as you can get. If his father was alive today they would probably be throwing fists today but they could get along because Dwayne is compromising. He has the leadership, the respect of the community. He said he thinks we need a middle of the road guy to get us back to where we were. In rebuttal to all the swimming pool talk it was two dollars to enter when he was riding his Huffly bicycle so that is the problem. You pay two dollars twenty years ago and you pay that now. His support goes to Dwayne.

Sam Malenovsky stated she is the floodplain administrator and all though she does not live in the city limits she wants to urge the council when they are deciding to make sure that they are also going to choose a mayor who will not only work with council, but will work with staff. Not cause a lot of grievances within staff, and will work for the betterment of the community. She knows everyone is talking about finances, but numbers are easy to move around to put in a person's favor to help them look good. Sometimes people vote wrong and sometimes they vote right. She knows there are two previous council people going for this position. She is not going to put her name for anybody and she is not going to say anything bad about anybody, but please think of the staff when you are deciding. They have to work with these people and you have to work with these people. Plus, the county has to work with these people. Because at the end of the day this is all for the betterment of the community. We are not here for personal vendettas or agendas. We're here to work together with everybody in the departments. She thanked the candidates for putting in for this.

## VACANCY INTERVIEWS

Candidates were asked interview questions by the Council.

## APPOINTMENTS

- \*\* Rick Huber nominated Butch Grenz.
- \*\* Pam Bovee nominated Dwayne Andrews
- \*\* Kevin Thomason nominated Cassandra Erickson

*\*\*Councilmember Huber made a motion to close nominations, seconded by Councilmember Pulecio. On rollcall vote **passed unanimously 7-0.***

*\*\* There were four votes for Dwayne Andrews from Councilmembers Power, Kassner, Simpson, and Bovee. Two votes for Cassandra Erickson from Councilmembers Thomason and Pulecio. One vote for Butch Grenz from Councilmember Huber.*

There was not a majority vote. Councilmember Pulecio asked one additional question and then council voted again.

*\*\* There were five votes for Dwayne Andrews from Councilmembers Power, Kassner, Simpson, Bovee, and Pulecio. One vote for Cassandra Erickson from Councilmember Thomason. One vote for Butch Grenz from Councilmember Huber. **With a majority vote Dwayne Andrews was appointed Mayor.***

### **ADJOURNMENT**

*\*\* Councilperson Kassner moved to adjourn the meeting, seconded by Councilperson Thomason, and passed unanimously.*

The meeting was adjourned at 8:29 p.m.

\_\_\_\_\_  
**Dwayne Andrews, Council President**

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

## **CITY COUNCIL/COUNTY COMMISSIONERS MEETING**

The City Council and County Commissioners met April 18, 2024 at 5:30 p.m. in the Miles City, City Hall Conference Room and online at zoom.us. Present were City Council Members Rick Huber, Donald Simpson, and Kevin Thomason, Mayor Dwayne Andrews and Public Works Director Scott Gray. County Commissioners Jason Strouf, Kevin Krausz, Jeff Faycosh. Recorder Mary Rowe.

Mayor Andrews called the meeting to order.

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

None

### **2. Discuss a City/County Parks District**

A discussion about what each entity would like to see regarding a potential city/county parks district took place. Some discussion was based on the difference between a parks maintenance district and a parks improvement district.

The next City/county meeting date was set to May 22nd, 2024 @ 5:30pm at the Courthouse.

### **3. Adjournment**

The meeting was adjourned at 6:09 p.m.



## City Council of Miles City

Dustin Davis and John Kuntz of DMJ Properties LLC would like to exercise their right to renew the lease of the property of Lots 16 & 17, Tract E of the Industrial Site west of Miles City.

Previous lease term was a term of 10 years together with 2 one time successive options to renew for additional 5 year terms. A lease of the previous terms continued on would be greatly appreciated. We have included a copy of our previous lease.

Thank You,  
Dustin Davis and John Kuntz  
DMJ Properties LLC

**LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this 25<sup>th</sup> day of May, 2004, by and between the **CITY OF MILES CITY, MONTANA**, a Montana municipal corporation, of 17 S. Eighth Street, Miles City, Montana 59301, hereinafter referred to as the "**CITY**" and **DMJ PROPERTIES, L.L.C.**, a Montana limited liability company, of 1413 Main Street, Miles City, Montana 59301 hereinafter referred to as "**TENANT**".

**RECITALS:**

**WHEREAS** the CITY owns certain real property located in the "Industrial Site" in Custer County, Montana, more particularly described as follows:

Lots 16 and 17, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 49,812.5 square feet, more or less, hereinafter "*Leasehold*"

**AND WHEREAS** it is the desire of TENANT to lease the above described Leasehold for a term of ten (10) years, together with two, one-time, successive options to renew for additional five (5) year terms.

**AND WHEREAS** CITY is agreeable to providing such ten (10) year term lease, together with two, one-time, options to renew for additional five (5) year terms, upon the Leasehold under the following terms and conditions;

**NOW, THEREFORE**, the parties hereto mutually covenant and agree as follows:

**I. AGREEMENT**

The CITY, for and in consideration of the rents to be paid and the covenants to be performed by TENANT, does hereby demise, lease, and let unto TENANT the real property located in Custer County, Montana and more particularly described as follows:

Lots 16 and 17, Tract "E" of the Industrial Site west of Miles City, Montana, containing approximately 49,812.5 square feet, more or less, hereinafter "*Leasehold*"

**II. INITIAL TERM**

The term of this Agreement shall be for a period of ten (10) years, beginning on July 1, 2004 and expiring at midnight on June 30, 2014, hereinafter, "*the initial lease term*", subject to the option in TENANT to renew this lease as provided for in Article IV of this lease.

*City Planner*  
*Soel - 406-261-3021*  
*106001 AND.COM*

*City Hall -*  
*Box 398*  
*234-3462-*

### **III. RENTAL**

The initial annual rental for the initial lease term shall be the following:

49,812.5 sq. ft. with highway frontage @ 3 cents per sq. ft. - \$1,494.38

for a total rental of One Thousand Four Hundred Ninety Four and 38/100 Dollars (\$1,494.38) per year, due and payable in advance on July 1st of each year of the lease term, commencing July 1, 2004 through June 30, 2009.

Commencing with the annual rental due on July 1, 2009, the annual rental shall increase to the sum of One Thousand Six Hundred Forty Three and 82/100 Dollars (\$1,643.82) per year through the remaining initial term of the lease.

### **IV. OPTIONS TO RENEW.**

TENANT shall have two (2), one-time, options to renew this lease for additional five (5) year terms. To exercise the first such option, at least sixty (60) days prior to the date of expiration of the initial lease term, TENANT, shall notify CITY, in writing, as to TENANT'S exercise of this option to renew this lease for one additional term of five (5) years from and after the date of expiration of the initial lease term. Such renewal shall be under the same terms and conditions as for the initial term with the exception that the annual rental shall be the sum of One Thousand Eight Hundred Eight and 20/100 (\$1,808.20) per year.

To exercise the second such option, at least sixty (60) days prior to the date of expiration of the first renewal lease term, TENANT, shall notify CITY, in writing, as to TENANT'S exercise of this option to renew this lease for one additional term of five (5) years from and after the date of expiration of the first renewal lease term. Such renewal shall be under the same terms and conditions as for the initial term with the exception that the annual rental shall be the sum of One Thousand Nine Hundred Eighty Nine and 02/100 (\$1,989.02) per year.

If TENANT fails to serve upon CITY its written exercise of TENANT'S right to renew prior to such sixty (60) day period provided above, then this Lease shall terminate upon its original termination date and all rights and obligations of TENANT hereunder shall forever cease, other than TENANT'S indemnity obligations under Sections VI (I) and (K), which shall survive the termination of this lease.

### **V. LIMITED FIRST RIGHT TO RELEASE**

If TENANT exercises both of the options to renew contained in Article IV, above, and fully, faithfully and timely performs all terms, conditions and covenants of this lease, then, at least ninety (90) days prior to the termination of the second option period, the CITY shall determine the fair market rental value of the leasehold and any changes in the

*Red line 910*  
*12772*

terms and conditions of the lease as the CITY may deem in its best interests. TENANT shall thereupon have the first right to lease the leasehold premises for such rental and upon such terms and conditions as the CITY has then determined. If TENANT fails to enter into a written lease with CITY for such rentals and upon such terms and conditions, within sixty (60) days of the date that the TENANT was given notice of the form of the new lease by CITY, then such first right to release shall forever cease and CITY may then offer the property constituting the leasehold for lease by any other person or entity.

## ***VI. RESPONSIBILITIES OF THE TENANT***

TENANT does hereby acknowledge, covenant and agree as follows:

### **A. Purpose.**

TENANT desires to lease the premises described above for the following general purposes:

Operation of a trucking company and farm equipment repair service.  
Equipment sales and service.

TENANT agrees to use the premises for the stated purpose and the stated purpose only, and covenants that it will not use or occupy said premises, or allow the same to be used or occupied, for any unlawful purpose or any purpose deemed extrahazardous on account of fire or otherwise.

### **B. Compliance with Laws.**

TENANT shall comply with, conform to, and obey all present and future laws, ordinances, rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises.

### **C. Independent Investigation.**

TENANT acknowledges that it has carefully examined and inspected the premises and improvements and it is fully familiar and acquainted therewith, and agrees to accept the same in their present conditions, and that it is not leasing the premises because of any warranty, representation, information or promises made by the CITY or anyone acting for or on behalf of the CITY, which are not specifically set forth in this Agreement.

### **D. Maintenance.**

TENANT agrees to keep the premises and improvements thereon in good repair and upkeep, reasonable wear and tear alone excepted, and further agrees neither to permit nor cause any waste on the property, or with respect to any improvements thereon. Tenant shall keep the premises in a reasonably clean and orderly condition, considering

the nature of the business conducted thereon, and shall not allow accumulations of junked or inoperable automobiles, trucks, farm equipment, or scrap upon the premises beyond the necessities of the business operation.

**E. Improvements to Remain.**

Within sixty (60) days immediately following the expiration of this lease, the TENANT shall remove any improvements located on the leasehold and shall restore, at TENANT'S expense, the leasehold premises to level with the adjoining property and in a debris free condition. If inclement weather during such sixty (60) day period delays such removal and restoration, CITY shall provide TENANT with a reasonable time, not to exceed an additional sixty (60) days, in which to remove the improvements and restore the leasehold. If TENANT fails to remove such improvements within such sixty (60) day period, CITY, at its option, may (1) cause the removal of such improvements and restoration of the leasehold premises to be done and shall be entitled to recover all costs and expenses of such removal and restoration from TENANT or (2) retain all such improvements as property of CITY without compensation to TENANT. Provided, however, that upon termination of the Lease, TENANT, within such same sixty (60) day period, shall have the right to sell the improvements upon the Leasehold to a successor tenant.

In the event that any financial institution holds a security interest upon any of the improvements hereon, then, in the event of termination of this lease, whether by expiration of term or uncured default, the financial institution holding such security agreement shall be allowed to remove any improvements upon which it holds a security interest within the times provided for the TENANT to remove improvements, as set forth in the first paragraph of this subsection.

**F. Right to Inspect.**

The CITY or the CITY'S authorized agents shall have the right to enter upon the premises after written notice and during normal business hours, in order to inspect and determine whether TENANT is in compliance with the terms of this Agreement.

**G. Utilities.**

TENANT agrees to pay for the use and maintenance of all utility services on the premises, including gas, electricity, telecommunications, water, sewer and solid waste disposal, if applicable.

**H. Taxes and Assessments.**

TENANT shall pay any and all taxes and assessments which may be lawfully levied against TENANT'S occupancy or use of the premises or any improvements thereon as a result of TENANT'S occupancy.

**I. Indemnification.**

TENANT shall indemnify and hold the CITY harmless for any loss, damage, claim and/or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of TENANT, its agents, employees or customers, and TENANT hereby agrees to indemnify and hold harmless the CITY for any such loss or damage. The obligations hereunder shall survive the termination of this lease.

**J. Insurance.**

TENANT agrees to maintain with a good and reputable insurance company a policy of fire and extended coverage insurance covering the improvements on the premises involved herein to the maximum insurable value, and said policy of insurance shall have a loss-payable clause specifically naming and covering the interests of the CITY. TENANT further agrees to carry minimum liability insurance in the amount of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) each accident, and to carry Worker's Compensation Insurance as required by the laws of the State of Montana. TENANT shall provide evidence of such current and valid insurance upon approval of this lease by the Miles City City Council and, thereafter, upon demand of the lease administrator of the CITY.

**K. Environmental Warranty.**

TENANT warrants and agrees to neither cause nor allow to be caused any release of hazardous substances from, into, or upon the premises, nor to cause or allow to be caused any contamination by hazardous waste or substances with respect to the premises, and that, when applicable, TENANT shall comply with all local, state and federal environmental laws and regulations.

TENANT agrees to indemnify, defend and hold harmless the CITY, its employees, agents, members, successors and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorneys and other fees, arising out of, or in any way connected to, any condition in, on or of the property, that is caused or allowed to be caused by TENANT, its agents, employees or customers. Such duty of indemnification shall include, but not to be limited to, damage, liability or loss pursuant to all local, state and federal environmental laws and regulations, strict liability and common law. The obligations hereunder shall survive the termination of this lease.

TENANT shall not be responsible under this Section for preexisting environmental hazards, if any.

**L. Compliance with ADA.**

TENANT agrees to comply with the Americans with Disabilities Act as the same

may apply to TENANT.

**M. Nondiscrimination.**

TENANT hereby agrees that the premises not be used in any manner that would discriminate against any person or persons on the basis of sex, age, physical or mental handicap, race, creed, religion, color, or national origin.

***VII. ASSIGNABILITY OF INTEREST***

TENANT shall not assign this Lease, nor sublet the premises, nor any part thereof, without the prior written consent of the CITY, which consent shall not be unreasonably withheld. No permitted sublease shall release TENANT from its obligations under this Lease.

***VIII. DEFAULT***

If TENANT shall at any time be in default in the payment of rent due hereunder, or in the performance of any of the covenants or provisions of this Lease, and TENANT shall fail to remedy such default within thirty (30) days after receipt of written notice thereof from the CITY, then it shall be lawful for the CITY to enter upon the premises, and again repossesses and enjoy the same as if the Lease had not been entered into, and thereupon this Lease and everything herein contained on the part of the CITY to be done and performed shall cease and terminate, without prejudice, however, to the right of the CITY to recover from TENANT all rent due up to the time of such entry. In the case of such default and entry by the CITY, the ownership of any and all improvements on the premises shall vest in the CITY (if the same shall not have already vested), and the CITY may relet the premises for the remainder of TENANT'S term for the highest rent obtainable and may recover from TENANT any deficiency between the amount so obtained and the rent due hereunder from TENANT. If the default is in the performance of any of covenants or provision of this Lease, other than failure to timely pay the rental called for herein, and, by the nature of the default, it cannot reasonably be cured within a thirty (30) day period, so long as TENANT commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then TENANT shall have a further reasonable time to complete such cure, not to exceed an additional sixty (60) days after the expiration of the initial thirty (30) day cure period.

***IX. MISCELLANEOUS PROVISIONS***

If is further mutually understood and agreed as follows:

**A. Special Conditions:**

1. TENANT shall, at the commencement of this Lease provide the CITY lease administrator with the name and address of the managing member of

the limited liability company, and such manager shall be the person upon whom notices under this lease shall be served. If the company changes the managing member it shall notify the CITY lease administrator in writing of the name and address of the new managing member.

**B. Lease Contingent Upon Termination of Existing Leases.**

This Agreement is contingent upon the TENANT obtaining executed terminations of the existing lease upon the above described real property by Jim Ferris, d/b/a Ferris & Sons, in the form attached hereto as Exhibit "C" and made a part hereof.

**C. Notice.**

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 managing member noticed to the CITY pursuant to Section IX, A, 1, above, with proper postage attached.

**D. Oral Modification Prohibited.**

No modification or alteration of this Agreement shall be valid unless evidenced by a writing signed by the parties hereto.

**E. Attorneys Fees and Costs.**

Should either party incur any costs or expenses, including reasonable attorney fees, in enforcing this Agreement or any provision hereunder, or protecting it's rights and interest hereunder, the other or unsuccessful party shall reimburse the prevailing party upon demand.

**F. Binding Effects.**

This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto; provide, however, that no assignment by, from, through or under TENANT in violation of the provisions hereof shall vest in the assignee(s) any right, title, or interest whatsoever.

**G. Time of the Essence.**

Time is the essence of this Agreement and all obligations of this Agreement shall be performed on or before the dates set forth herein.

**H. Incorporation of Recitals.**

The Recitals set forth above are incorporated into the terms and conditions of this



128587 Fee: \$ 54.00

CUSTER COUNTY Recorded 06/11/2004 At 10:26 AM

Agreement and made a part hereof by reference.

**I. Executed Copy.**

Each of the parties hereby acknowledges receiving an executed copy of this Agreement.

**J. Interpretation.**

This Agreement shall be governed and construed in all respects according to the laws of the State of Montana.

**K. Contingent Upon Approval of City Council.**

This Agreement shall not become effective until a resolution approving this lease has been adopted by the affirmative vote of two-thirds of the membership of the City Council of the City of Miles City, pursuant to §7-8-4201(2) MCA.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the date and year first hereinabove written.

**CITY OF MILES CITY**

By: C.A. Gung  
**ITS MAYOR**

**ATTEST:**

Patricia D. Juss  
**CITY CLERK**

**TENANT:**

**DMJ PROPERTIES, L.L.C.**

By: [Signature]  
**Managing Member**

STATE OF MONTANA )  
 : SS.  
COUNTY OF CUSTER )

This instrument was acknowledged before me on the 26<sup>th</sup> day of May, 2004 by **C.A. GRENZ** in his capacity as Mayor of the City of Miles City, Montana, a Montana municipal corporation.



Melissa Hartman  
Melissa Hartman  
(Printed name of notary)  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission expires: 02/24/2007

STATE OF MONTANA )  
 : SS.  
COUNTY OF CUSTER )

This instrument was acknowledged before me on the 7<sup>th</sup> day of <sup>June</sup> ~~May~~, 2004 by Nike Walker in his capacity as Managing Member of DMJ Properties, L.L.C., a Montana limited liability company.



Sandra K. Harla  
SANDRA K. HARLA  
(Printed name of notary)  
Notary Public for the State of Montana  
Residing at Miles City, Montana  
My Commission expires: 02/01/2007

**128587 Fee: \$ 54.00**  
CUSTER COUNTY Recorded 06/11/2004 At 10:26 AM

## **Karissa Nissen**

1412 N Custer Ave  
Miles City MT 59301  
406-951-0805  
Karichard1982@gmail.com

City of Miles City Mayor  
17 S 8<sup>th</sup> St  
Miles City MT 59301

May 8, 2024

Dear Mr. Mayor,

I am seeking the open ward seat for ward 4 on the Miles City, City Council.

I was born and raised in Miles City MT. My father taught me through his many years of service to our great city that the only way you make your home great is to service it. That is why today I have established a home, family, and roots for my children here in Miles City. I loved this city growing up and I want my children to love it today.

I am the manager and owner representative for Professional Financial Services LLC. I have a bachelor's degree in business management with the accounting option from MSUB. I have my Enrolled Agents license that allows me to practice before the IRS. I have my securities license and I am licensed to do financial planning. Financial planning and budgeting are what I do, and financial stability is my goal.

I see a need for our city and would be honored if you would consider me as someone to fill that need.

Warm Regards,



**Karissa Nissen, EA**

hacy n 4-3-24  
10:13am  
W

I would like to put in my letter of interest for the Miles City Public Works Director. I have worked for the City for 15 years, initially being hired as a Planner II/AutoCad Tech to currently being the Floodplain Administrator, Assistant to the Public Works/Utility Directors, AutoCad Tech and CRS Coordinator. I have past experience in the construction field and still help family from time to time.

Public Works Director Scott Gray has included me in many public works projects including the Darling Addition projects. I have worked with the USACE on the ongoing levee project, which is turning into a very time consuming and tedious project to the point that the community has had to call on the US Congress to help support it financially. I am currently heading up the slough restoration project which is a multi-million-dollar project. I am helping with the Wibaux fountain project and just submitted a grant on behalf of the City, along with many other smaller projects that I help both the Works and Utilities departments with.

I believe I would be a great asset to the City as I have many years of experience in the Operation and Utilities department and have a good relationship with fellow employees, have multiple contacts on the local, state and federal level and a great understanding of how local government works.

Thank you for your consideration,



Samantha Malenovsky

4/3/24

## SAMATHA MALENOVSKY

**OBJECTIVE** I am currently the Floodplain Administrator for the City of Miles City. In this time, I have help reduce the community's flood insurance premiums by executing the Community Rating System. Implemented a Program for Public Information to help better educate the community on flood related issues. Started the Custer County Miles City Regional Flood Protection Program to try and protect the community from a potential flood hazard. Ensure that all federal, state and local flood regulations are followed regarding building management within the City. Maintain various flood data within the community and aid Realtors, Lenders and insurance agents.

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### EXPERIENCE

#### **CITY OF MILES CITY**

##### **Floodplain Administrator, Assistant to Public Works/Utilities Directors, AutoCad Tech., CRS Coordinator,**

05/2009-Present

The primary function of this position is to develop, implement, interpretations and administer a comprehensive floodplain management program. Principal authority on all floodplain related matters within the city. Duties for the floodplain administrator include: building sciences, floodplain mapping, community rating system (CRS) coordinator, permitting, planning, reviewing, interpretations of floodplain maps and enforcing the City's Floodplain Ordinance. This position responds to requests for information from the public regarding floodplain issues, CRS, and infrastructure. Other duties assigned include: assisting the Public Works/Utilities departments requiring mapping services for land uses, water, sanitary sewer, storm drainage, and district administration. This position will aid Public Works/Utilities in the office and in the field for city projects dealing with infrastructure and day to day duties, this position must be able to assist with the day-to-day duties of the Public Works/Public Utilities Directors.

#### **OFTEDAL CONSTRUCITON**

##### **Engineer**

04/2006-11/2008

Trained staff in Agtek Highway 3-D and Earthwork 3-D, along with Topcon 3-D Office and 3-DMC. The primary person for all Topcon GPS, Agteck software. Developed and/or interpreted technical field data from State or private companies and transformed information into the Topcon 3-D Office software for use in the field and in 3-DMC software. Researched and reviewed new programs. Aided in Best Management Programs.

**BUREAU OF LAND MANAGEMENT**

**Civil Engineer Technician-Seasonal**

05/2005-08/2005

Assisted senior engineers with Trimble GPS units, used GPS units to survey roads. Helped stake-out pits, reservoirs, and pipelines.

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**EDUCATION MONTANA STATE UNIVERSITY-BOZEMAN-BACHELOR'S DEGREE**

**05/2006**

Major - Mechanical Engineering Technology

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**COMMUNICATION** Have done multiple presentations at AMFM conferences. Puts on a yearly Floodplain Awareness Day for the community. Chairperson of the Custer County Miles City Floodplain Control Project. Speaks at local events concerning floodplain regulations and current projects.

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**ADDITIONAL INFORMATION**

August, 2011	Floodplain Manager Certification
October, 2011	Training ICS-100 Introduction to ICS, DES Division
	NIMS: An Introduction (IS-700), DES Division
November, 2011	ICS-200 ICS for Single Resources, DES Division
December, 2011	ICS-300 Intermediate ICS, Des Division
January, 2012	ICS-400 Advanced ICS, DES Division
2013-present	Association of Montana Floodplain Mangers-Eastern Montana Regional Director
March, 2013	Received first ever Lewis & Clark Local Floodplain Manager Award for Excellence-Montana DNRC

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**REFERENCES TRACI SEARS**  
DNRC-NFIP/CAP Coordinator  
406-444-6654

**SCOTT GRAY**  
Public Works Director  
406-874-8614

**TOM SPEELMON**  
Public Utilities Director  
406-874-8618

**BILLIE BURKHALTER-LOCKIE**  
701-609-8682

# City of Miles City

## OATH OF OFFICE

STATE OF MONTANA

County of Custer  
City of Miles City

}  
} SS.

I, Andrew Albers, 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 Library Board of Trustees Member of Miles City, Montana, with fidelity; so help me God.

\_\_\_\_\_  
Dwayne Andrews, Mayor, City of Miles City

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Mary Rowe, City Clerk, City of Miles City

**KIDS TO  
PARKS DAY**  
NATIONAL PARK TRUST

**Proclamation**

**Proclaiming May 18, 2024, as Kids to Parks Day  
in the city of Miles City**

**WHEREAS**, May 18, 2024, is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

**WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**WHEREAS**, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

**NOW THEREFORE**, I, Mayor Dwayne Andrews do hereby proclaim May 18, 2024, as **Kids to Parks Day**.

Signed by the **Mayor of Miles City** on this date **May 14, 2024**.

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**Dwayne Andrews, Mayor**



# STAFF REPORT

Department: Public Utilities

Contact: Tom Speelmon 234-3493  
[tspeelmon@milescity-mt.org](mailto:tspeelmon@milescity-mt.org)

Agenda Item #:

Action: REPEALING "SECTION 23-27. FLOURIDATION"

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## RECOMMENDATION

Recommend approval of repealing Section 23-27 Fluoridation from the Code of Ordinances of the City of Miles City.

## BACKGROUND / ANALYSIS

The City of Miles City has been adding sodium silicofluoride to the city drinking water for over 50 years. Public Health Services recommends a fluoride level of 0.7 mg/l to prevent tooth decay in children and adults. The city previously added fluoride to achieve a concentration of 1.0 to 1.2 mg/l. In 2019 that range was lowered to 0.7-1.0 mg/l.

A review of our current records has shown that in 2023 the annual average natural occurring fluoride concentration in the Yellowstone River was 0.5 mg/l, with a low of 0.42 mg/l and a high of 0.81 mg/l.

The feeder currently used to add the powdered fluoride is a repurposed dry alum feeder that was installed when the plant was constructed in 1974. The feeder has been rebuilt many times with parts cannibalized from other feeders that are no longer in use. The current feeder is wore out and there are no repair parts, cannibalized or otherwise, available.

## FISCAL IMPACT

All equipment now in use to feed fluoride is purpose built and will cost many thousands of dollars. There is enough naturally occurring fluoride in the source water that the cost of having a purpose-built feeder constructed to add such a miniscule amount of fluoride to the water is not worth it. Currently a 40 lbs. bag of fluoride powder lasts 3 months. By repealing the ordinance we will no longer have to feed fluoride, saving the cost of a new feeder, the fluoride powder, the testing reagents and the man hours required to keep it all running and perform the required sampling and analysis.



MILES CITY POLICE DEPARTMENT  
Doug Colombik, Chief of Police

419 N. 7<sup>th</sup> Street  
Miles City, MT 59301  
Phone: (406) 232-3411  
Fax: (406) 234-4270

To: City Council

From: Chief Colombik

Ref: April 2024 Council Report

Officer Bailey Estell graduated from the Montana Law Enforcement Academy Basic Session #183 March 26<sup>th</sup>. Officer Sky Van Fossen is now currently attending MLEA Basic Session #184 in Helena and will be there for 12 weeks.

We now have all three of our new patrol Dodge Durango Pursuit cars. The first two were funded by the Montana Coal Board. The third was budgeted through the city last fall during the final budget. We still have the first car in City Shop being worked on to get it fully equipped and running for patrol work.

We are still working on restructuring within the department to keep up with the demands of our call load and case work.

As of 4/17/24, we are at 40 felony case investigations, an increase of 15 cases since the last report (March 2024).

1. Child abuse
2. Identity Theft
3. Theft (checks)
4. PFMA felony (PFMA is partner/family member assault)
5. Drugs
6. Theft
7. Child abuse
8. Assault
9. PFMA assault on a minor
10. Theft
11. PFMA
12. Child porn
13. Child exploitation
14. Fraud

# MILES CITY POLICE DEPARTMENT

Doug Colombik, Chief of Police

15. Theft
16. Theft
17. Theft
18. Theft
19. DUI felony 4<sup>th</sup> offense
20. Theft of MV
21. Drugs
22. Assault with a weapon
23. Child abuse
24. DUI felony
25. Sex assault
26. Exploitation of an elder
27. Drugs
28. Elder abuse/exploitation
29. Domestic (F)
30. Domestic (F)
31. Theft (F)
32. Fraud
33. Sexual assault
34. Child abuse
35. Threats/felony intimidation
36. Elder abuse
37. Drugs (F) distribution
38. Drugs (F)/distribution
39. Child criminal endangerment
40. DUI (F)

As always, if you have any questions please contact me at work or 853-1802. You are always welcome to stop by the building and visit. Thank you.

Doug Colombik  
Chief of Police  
Miles City Police Department

# Staff Report for Public Works & Parks Departments

1. Primary focus of current work underway throughout the city and challenges related to it. Pothole patching, street sweeping, and alley repairs Mechanics are repairing equipment and servicing trucks, police, and fire equipment.

Road Improvements, curbing, ADAs, and new sidewalk work will be started soon depending on the weather.

2. Status of all contracted work underway throughout the city and challenges related to it. 59 North Project in 2024 has been awarded to Diamond J Construction. Construction started April 9<sup>th</sup>. Tongue River Slough project anticipation date is 2024-2025 with preliminary design anticipated being complete spring of 2024.

3. Status of projects in the planning phase. The Tongue River Slough project is with KLI and in the design and engineering stage. A Capital Improvement Plan is underway by Great West Engineering and the scope of the work has been approved by the council.

4. Information about State, County, and utilities projects throughout the city. MDU has completed year #2 of its gas line repairs.

5. Budget variations exceeding current budgeted ceilings, including overtime expenditures. No budget variations currently for the Streets and Parks.

6. Major equipment purchases anticipated in the next 6 months. None

7. Performance improvement measures primarily selected by the officer but including the # of overtime hours paid the last calendar month preceding the date of the report. Our department's goal is to be safe and efficient operators and perform the tasks that arise. The # of hours for overtime the month of April is approximately 10 hours for Public Works. The Parks Department started to fill the Oasis on April 15<sup>th</sup>. Total hours for Parks overtime for March was 10 Hours.

After 30 years employed by the City of Miles City, I have decided to retire on June 30<sup>th</sup>, 2024. My last day in the office will be May 31<sup>st</sup>, 2024.

## **Miles City Public Library**

Staff Report for April 2024

### **Total items checked out: 2,147**

- 517 DVDs
- 600 Fiction
  - 153 Large Print

### **Events**

- Montana author Craig Lancaster visited on April 2 with 8 attendees. Craig Johnson visited on April 19 with over 100 attendees; this was held at the Eaglescape venue.
- MCPL partnered with the Miles City Garden Club to host a seed swap on April 13. Over 36 people attended and the Democracy Project students assisted.
- Sarah presented a "Reading with Young Children" workshop for the Super Sitter 2 class. Twelve young adults attended. This event was hosted by MSU Extension.

### **Business**

- The MCPL Board of Trustees voted to appoint Andrew Albers to the Board. They voted to approve the Sagebrush Federation Plan of Service. By-laws are in the final reading stage. The Board signed the 3-year MOU with the RSVP program.
- Pending grants include: Nibs and Edna Allen Foundation (window inserts in old building), LP and Theresa Anderson Foundation (custom framing for vintage maps), Montana Community Improvement Foundation/Grid United (interior project match funds).

### **General Updates**

- Sarah has begun a training series with the Montana State Library about connecting with local government officials and how libraries add vitality and necessary services to communities beyond just loaning books.
- Sarah presented the FY2025 budget to the finance committee on April 25.
- Sarah was interviewed for a video project by Humanities Montana about the importance of civic involvement and youth participation in libraries and communities. The video is being created to support the Democracy Project.
- CCDHS life skills students continue to visit the library twice a week and have been helping lay down cardboard in the garden to kill weeds.

### **Upcoming**

- Historian Mike Madler on May 7 to present about the Miles City to Deadwood stage route as well as the gunfight at Stoneville.
- Jigsaw puzzle competition will be held on June 4. All slots are filled but we are taking backup teams.
- Summer Reading Program (Adventure Begins in Your Library) begins June 4.
- We're looking for a new trustee.

**\*\*The Miles City Public Library Foundation has committed \$56,500 toward our exterior project funded by SLIPA! With the library's commitment as well, we have our match funds!\*\***

**ORDINANCE NO. 1378**

**AN ORDINANCE ENACTING “SECTION 5-4. BUILDING PERMIT AND PLAN REVIEW FEES” TO THE CODE OF ORDINANCES OF MILES CITY, MONTANA.**

**WHEREAS**, the City of Miles City has adopted a fee schedule for building permit issuance, and desires to reference the same within the City’s ordinances pertaining to the adoption of building codes, and to add a provision for plan review fees for certain building projects;

**BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** A new section, 5.4, is adopted as follows:

**Sec. 5-4. – Building Permit and Plan Review Fees.** The City of Miles City has previously adopted a fee schedule for building permit issuance, which may be amended by the city council from time to time, upon passage of a fee resolution following public hearing. In addition to building permit fees, any project with a value of \$50,000 or greater shall be assessed an additional building plan review fee equal to 30% of the building permit fee.

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 14<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 28<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**ORDINANCE NO. 1379**

**AN ORDINANCE REPEALING “SECTION 23-27. FLUORIDATION” FROM THE CODE OF ORDINANCES OF MILES CITY, MONTANA.**

**WHEREAS**, the City of Miles City operates a water treatment facility, and has determined that the naturally occurring fluoride levels in the source water utilized by the City for provision of municipal water service to the residents of Miles City and the surrounding areas provides sufficient fluoridation, without any need to supplement the same, and that no supplemental fluoride is required, nor is it desirable; therefore:

**BE IT ORDAINED**, by the City Council of the City of Miles City, Montana, as follows:

**Section 1.** Section 23-27. Fluoridation is hereby **REPEALED.**

**Section 2.** This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 14<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**FINALLY PASSED AND ADOPTED** this 28<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
Dwayne Andrews, Mayor

ATTEST:

\_\_\_\_\_  
Mary Rowe, City Clerk

**RESOLUTION NO. 4559**

**A RESOLUTION ADOPTING A SPECIAL DEPUTY CITY ATTORNEY POLICY FOR THE CITY OF MILES CITY, MONTANA.**

*WHEREAS*, the City Attorney's Department of the City of Miles City is responsible for providing civil legal advice to City Officials, and for the prosecution of misdemeanor offenses occurring within the incorporated city limits of said city, as well as violation of city ordinances;

*AND WHEREAS* the City of Miles City wishes to engage the services of attorneys to work as special prosecutors and civil legal advisors to supplement and support the City Attorney and Deputy City Attorney, who serves as the City's legal advisor and prosecutor, and to handle conflict cases and opinions;

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

1. The "Special Deputy City Attorney Policy" attached hereto as Exhibit "A" is hereby approved and adopted by the Council.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 14<sup>th</sup> DAY OF May, 2024.**

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Dwayne Andrews, Mayor

ATTEST:

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Mary Rowe, City Clerk



Exhibit "A"

**SPECIAL DEPUTY CITY ATTORNEY POLICY**

It is the policy of the City of Miles City, and the Office of the City Attorney, that Special Deputy City Attorneys ("Special Deputies") may be used to assist to provide supplemental and conflict civil legal advice and opinions, and supplemental and conflict prosecution services, upon request by the City Attorney.

The City Attorney may nominate individuals and recommend appointment of individuals as Special Deputies to the Mayor, and the Mayor may appoint the same based on the City Attorney's nomination. Such individuals shall be admitted to practice law in the State of Montana and be in good standing; and upon appointment, shall be administered an oath of office by an appropriate City official, to be filed with the City Clerk.

Special Deputies shall be independent contractors and shall carry "errors and omissions" insurance in an amount not less than one million dollars per occurrence, and shall provide proof of the same upon appointment and before commencement of prosecution.

Special Deputies shall be subordinate to the City Attorney in civil and criminal matters, and the Deputy City Attorney in criminal matters. Legal matters may be offered to the Special Deputy by the City Attorney or Deputy City Attorney or staff, and the Special Deputy shall promptly indicate whether they are willing to assist in the matter. In the event a Special Deputy routinely refuses to assist in matters offered by the City Attorney's office, or does not perform satisfactorily, the City Attorney may remove the contractor from the list of active Special Deputies.

Special Deputies shall be compensated at the contract rate of \$125.00 per billable hour of legal work. Special Deputies shall bill to the nearest 1/10 of an hour, and shall generate a detailed invoice indicating the matter worked on, as well as each task performed. No compensation shall be paid for travel time, however, mileage shall be paid for necessary travel (as approved by the City Attorney or Deputy City Attorney) at the current Federal IRS rate. For appearances which may require travel, Judicial Vision Net or Zoom shall be used whenever possible. Special Deputies shall be reimbursed for all necessary and properly tracked postage. Special Deputies shall be responsible for costs associated with office supplies (including envelopes) and photocopies as part of the hourly contract rate. Special Deputies may not represent criminal defendants within Custer County, Montana, during an active appointment as a Special Deputy for the City of Miles City.

All invoices shall be submitted to the City Clerk, and the City Attorney. This policy shall become effective upon the approval of the City Council of the City of Miles City, Montana.