



# CITY OF MILES CITY

## Finance Committee Meeting Agenda

November 13, 2025 at 5:30 PM

City Council Chambers and online at zoom.us

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Zoom ID: 4062343462 | Passcode: 59301

### CALL TO ORDER

#### 1. REQUEST OF CITIZENS AND PUBLIC COMMENT

#### 2. UNFINISHED BUSINESS

**A.** Review & Revise Business License Ordinances.

#### 3. NEW BUSINESS

**A.** Discuss allocation of cannabis tax for one additional fire fighter position.

**B.** REVIEW AND RECOMMEND RESOLUTION NO. 4654 - A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOCAL NO. 600 BARGAINING UNIT REGARDING TOTAL NUMBER OF FULL TIME EMPLOYEES.

#### 4. 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 Committee 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

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II, OF THE CODE OF ORDINANCES OF THE CITY OF MILES CITY REGARDING BUSINESS LICENSES GENERALLY.

WHEREAS, the City of Miles City has determined that the existing article within chapter 6 in the City of Miles City require revision;

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

Section 1. Section 6-26, 6-38 of the Code of Ordinances of the City of Miles City are hereby revised to read as follows:

“Sec. 6-26. – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business means any trade, profession or occupation that occupies the time, attention and labor of a person for the purpose of a livelihood or a profit or benefit, either directly or indirectly, on any premises in this city, not exempted by state law or this chapter.

Home-based business has the meaning ascribed to it in Section 6-246.

Nonprofit organization means any group which does not distribute pecuniary gains, profits or dividends, and pecuniary gains are not the objective of the organization. Nonprofit organizations or groups must be recognized as such by the United States Internal Revenue Service and the state department of revenue.

License means, license issued by the city to a qualified person and under which it shall be lawful for the licensee to operate the licensed business within the limitations set forth in this article, and shall exclude any business where the original issuer of said license is the State of Montana, as set forth in MCA 7-1-111(26)

Licensee means the person to whom a license is issued.

(Code 1981, § 5.02.010; Ord. No. 1371, § 2, 6-27-23

“Sec. 6-387. – Penalty for violation of article, Exemptions

(1) No license shall be required of any nonprofit organization as defined by this chapter.

(2) No license shall be required of any person under 18 years of age.

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

Said Ordinance read and put on its passage this \_\_\_<sup>th</sup> day of month, year.

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

ATTEST:

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

**FINALLY PASSED AND ADOPTED** this \_\_\_<sup>th</sup> day of month,  
year

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

ATTEST:

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

**Memorandum of understanding is mutually entered into this [DATE] by and between Miles City Firefighters Local 600 (Union) and the City of Miles City (Employer, City).**

**Purpose:**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Local 600 (L600) and the City of Miles City to move forward with hiring two (2) full-time (FTE) positions to reach a total number of 13 FTEs, including the current position of Interim Fire Chief. L600 will also move forward with the agreed-upon Collective Bargaining Agreement (CBA) promotional process.

**Background:**

Per the Labor Management meeting on October 21, 2025, the following Articles of the L600 Collective Bargaining Agreement (CBA) and Miles City Working Rules and Regulations would have an MOU addendum; Article 1, Article 6. Sections A-G. Subsection x, Article 10 sections B and C, Article 20, and Article 24 of the CBA, and Working rules and regulations sections 1 and 2. Amending the title of Fire Chief to Interim Fire Chief. Upholding the terms of this CBA and Working Rules and Regulations for proper promotions. Upholding the terms of the current CBA and Working Rules and Regulations for providing a Battalion Chief, four (4) shifts with three (3) firefighters, including that each shift shall be supervised by the ranking officer. There shall be a captain (or higher-ranking officer) assigned to each shift. There shall be a lieutenant to supervise the shift if a higher-ranking officer is unavailable because of vacation, sick leave, annual leave, etc. Followed by two (2) firefighters.

**Duration:**

This MOU will go into effect following the City of Miles City council meeting on (date) and will remain in effect until the life of this contract, June 30, 2026, or until it is terminated by either party.

**Funding:**

To achieve this, City (employer) agrees to utilize marijuana tax funds in addition to the funds budgeted for the current Fire Chief vacancy, allowing the current interim chief to stay until June 30, 2026.

**Amendments:**

This MOU may be amended only by mutual written consent of both parties.

### Shift/Duty/Schedule Sections 1 and 2

- 1) There shall be four shifts of at least three ~~members~~ firefighters. Each shift shall work 24 hours and then be relieved unless duty is continued by emergency operations. The off-going shift members are not released from duty until approved by the shift officer.
  
- 2) Each shift shall be supervised by the ranking officer. There shall be a captain (or higher-ranking officer) assigned to each shift. There shall be a lieutenant to supervise the shift if a higher-ranking officer is unavailable because of vacation, sick leave, annual leave, etc. During the temporary absence of any engineer, officer, or ~~chief~~ Interim Fire Chief; the ~~fire chief~~ Interim Fire Chief and/or battalion chief may appoint a qualified individual to fill the vacancy. During such time, the qualified individual shall have the same authority, responsibility, and duties as the position they are filling; for the first 15 days, differential pay is in effect, but full rank pay will apply after 15 days.

not currently serving as a shift officer, the EMS Officer shall have completed (or complete within one year of promotion) Fire Instructor I.

d. Inspector/Deputy Inspector: Five years as a fully paid and full-time member of the Fire Department and be currently certified as Firefighter II. Must complete the International Code Council Fire Inspector 1 Certification for Deputy Inspector and International Code Council Fire Inspector 2 Certification for Inspector. Will complete Fire Investigation Essentials or Fire Inspection Principles 1 within one year of appointment.

D. Assignment Restriction: The Promotional Positions set forth above, and the work assigned to such positions will not be assigned to or carried out by the Chief Interim Fire Chief or any other employee not covered under this Agreement unless extenuating circumstances exist.

E. Vacancy Time Limit: A permanent vacancy within the number of employees of the Fire Department, as authorized by Employer for the effective dates of this Agreement, will be filled not later than forty-five calendar days of the occurrence of the vacancy. A vacancy filled through the promotional procedure will be filled not later than forty-five calendar days of the date of the occurrence of the vacancy. In the event that there are insufficient personnel having the necessary requirements to fill promotional vacancies, then selected requirements may be waived subject to agreement between the Union and the Employer.

F. Exceptions to the Time Limit: Employees both eligible and interested in a position as provided in Article 6, Section C and addendum C will submit to the testing, rating and seniority scoring procedures set forth in this Agreement. The employee with the highest number of points accumulated will have the first option of filling the vacancy opened. If the Applicant with the highest number of points declines the opening, the employee with the second highest number of points will then have the option of filling the vacancy, but only after the first ranked employee has declined or failed to accept the position after he has been notified in writing five days prior. If all eligible employees decline the vacancy, then the Employer has the option of seeking qualified applicants from outside the Department and the time limits specified in Section (0) above, will begin anew; providing, such applicants meet the qualifications set forth in Section (C) of this Article.

G. Responsibility for Promotions: ~~The Chief~~ Interim Fire Chief of the Department will, during the time limit set forth in this Article, Sections F and G:

a. Determine the eligibility of all employees to be evaluated and notify, in writing, each employee of the same.

b. Follow the Testing Timeline:

C. Battalion Chief of Operations: Battalion Chief of Operations will work a 42-hour work week, most commonly Monday through Thursday. The hours can be adjusted as needed. The Battalion Chief of Operations is still considered as "shift personnel".

a. If the Battalion Chief works a day time shift (0700-1900) for a scheduled or unscheduled vacancy during his/her normal hours, Monday-Thursday (0600-1600), those hours will go towards their 42-hour work week.

b. If the Battalion Chief works a scheduled or unscheduled vacancy outside his/her normal Monday-Thursday schedule, it will be determined as overtime for the Battalion Chief.

## ARTICLE 20 - WORKING RULES

The ~~Fire Chief~~ Interim Fire Chief will adopt rules for the operation of the Fire Department and the conduct of its employees. Such rules **will** be subject to the final approval of the Mayor and will not be in conflict with any of the provisions of this Agreement. An up-to-date copy will be given to each new employee. It is agreed that the ~~Fire Chief~~ Interim Fire Chief has the right to recommend discipline or to discharge an employee for good cause, with the consent of the Mayor, providing that such measures are done in accordance with procedures outlined in MCA 7-33-4123 and MCA 7-33-4124. Disciplinary **measures** may be subjected to grievance and arbitration procedures **as** outlined in Article 17.

## ARTICLE 24 - COMPANY STRENGTH

It is agreed **by** both parties that at least three fire fighters, exclusive of the ~~Chief~~ Interim Fire Chief and Battalion Chief, **will** be on duty at all times, and when the number of fire fighters falls below three fire fighters per shift, for reasons of **sickness**, vacation leave, or any other reason, the ~~Fire Chief~~ Interim Fire Chief will then refer to the overtime schedule as outlined in Article 11 of this Agreement. In the occurrence of an "unscheduled vacancy," which is defined as a vacancy which has been noticed not less than 2 hours prior to the beginning of a shift, the regular overtime protocol shall be followed. If no members are available to fill the unscheduled vacancy, the ~~Chief~~ Interim Fire Chief may direct the Battalion Chief to fill said vacancy. In the occurrence of an "emergency fill in" vacancy, defined as a vacancy which has been noticed less than two hours prior to the beginning of a shift, or a vacancy occurring during a shift, the ~~Chief~~ Interim Fire Chief may direct the Battalion Chief to fill the vacancy, without following the regular overtime protocol.

Articles referenced and amended: Miles City Fire and Rescue Working Rules and Regulations 2022.

## ARTICLE 6 - OFFICERS AND PROMOTIONAL PROCEDURE

A. Slate of Officers: There will be an Officer, exclusive of the ~~Chief~~ Interim Fire Chief, in charge of each regularly scheduled work shift. Said officer will have, as a minimum, been promoted to the position of Lieutenant commensurate with the requirements of Article 6, Section C of the current Agreement between the Union and the Employer. Vacancies in the position of work shift officer will be filled by the Lieutenant, whenever possible.

B. Promotional Procedure: When a permanent vacancy occurs in a position covered by this collective bargaining unit or by virtue of a newly created position refer to Addendum C.

C. Eligibility for Promotion: To be eligible for promotion to one or more of the following positions or rank, the following criteria will apply:

a. Required Training Manuals: Completed in order as determined by the Fire Training Officer for the following ranks.

i. Firefighter 1 - IFSTA Building Construction, IFSTA Vehicle Extrication, and IFSTA Search and Rescue.

ii. Firefighter 2 - IFSTA Hydraulics and Water Supply and IFSTA Rapid Intervention Teams.

iii. Engineer - IFSTA Truck Company Operations and IFSTA Fire Detection and Suppression Systems.

iv. Captain - IFSTA Company Officer, IFSTA Code Enforcement, IFSTA Fire Officer 1.

v. Battalion Chief - IFSTA Fire Officer 2. Must complete IFSTA Chief Officer or equivalent as determined by the FTO and Chief of Department within 12 months of acceptance.

vi. Manuals listed above may be reconstituted as needed.

b. Fire Training Officer: Five years as a fully paid and full-time member of the Fire Department and be currently certified at the Miles City Fire Officer I and Miles City Fire Instructor I levels. Obtain Live Fire Instructor and Modern Fire Attack Instructor within two years of appointment.

c. EMS Officer/Deputy EMS Officer: Five years as a fully paid and full-time member of the Fire Department. Have a current certification as a State of Montana EMS Lead Instructor within one year (if extenuating circumstances exist, this may be extended). If

1. Post no later than 90 calendar days the dates of the written tests and Assessment Panels/Interviews.
  - ii. Written tests will be administered no earlier than 14 calendar days from the posting of promotional assessment.
  - iii. Post no later than 60 calendar days prior to the Assessment Panel/Interviews the comprehensive list of additional education and training.
  - iv. Review items to be considered for addition to the comprehensive list of additional education and training, which must be submitted by candidates to the chief no later than 45 days prior to the Assessment Panel/Interviews.
  - v. Post no later than 30 days prior to the Assessment Panel/Interviews the final comprehensive list for additional education and training.
  - vi. Procure all written test materials, or make prior arrangements for the tests to be administered by a designated and approved proctor. (Approved by Test Security Agreements or rules of the testing agency.)
  - vii. Administer or cause to have administered the written tests to all qualified Applicants.
  - viii. Administer or cause to have administered the written tests to all qualified Applicants.
  - ix. Calculate points earned by seniority.
  - x. Compile and summarize the composite scores of all Applicants.

The ~~Fire Chief~~ Interim Fire Chief will make all promotions expeditiously and in a manner consistent with the requirements of Articles 6 and 7 of this Agreement.

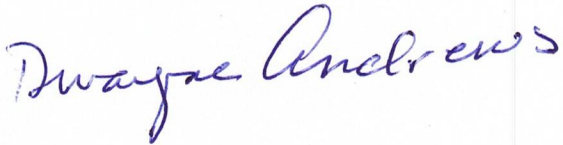
#### **ARTICLE 10 HOURS OF DUTY Section B and C**

B. Shift Personnel: The work schedule will consist of a 24-hour work shift followed by 72 hours off duty. In working the 24-72 schedule, the work week averages 42 hours per week. The ~~Fire Chief~~ Interim Fire Chief will determine who works on each shift. All shift personnel will work a 28-day cycle, with a maximum of 212 hours, for determination of overtime compensation. Overtime is addressed in the Wage Addendum. For the purposes of interpreting the contract, a 24-hour shift will be deemed to be three working days.


**Non-Binding Agreement:**


This MOU is intended as a statement of mutual intentions and does not create any legally binding obligations unless both parties agree to negotiate during negotiations.

**Signatures:**

Miles City Mayor- Dwayne Andrews 

Ed Kanduch- Interim Fire Chief  


Mara Lovett- Human Resources  


Casey Miller- Local 600 President  


Jake Richards- Local 600 Vice President

Tanner Gordon- Local 600 Secretary/Treasurer  


Articles referenced and amended: L600 and the City of Miles City CBA

**ARTICLE 1 - RECOGNITION**

This Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all Union members of the Miles City Fire Department, and also those covered under the provisions of Article 3, but excluding the Chief Interim Fire Chief. The Union recognizes the City of Miles City and any agent it may name as the representative of the City.

**RESOLUTION NO. 4654**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOCAL NO. 600 BARGAINING UNIT REGARDING TOTAL NUMBER OF FULL TIME EMPLOYEES.**

*WHEREAS*, the City of Miles City (“City”) and the Miles City Fire Department Local No. 600 Union (“Union”) have entered into a Collective Bargaining Agreement (“CBA”) with an effective date of July 1, 2023;

*AND WHEREAS*, the City and the Union agree to revise Articles 1, 6, 10, 20, and 24 of said CBA and Sections 1 and 2 of Miles City Fire and Rescue Working Rules & Regulations 2022, to hire two full-time positions to reach a total number of 13 full time employees including the current interim Fire Chief position.

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

1. Memorandum of Understanding, attached hereto as Exhibit “A” and incorporated herein, is hereby approved, and shall be attached to the Collective Bargaining Agreement between the City and the Union; and shall add additional provisions to Articles 1, 6, 10, 20, and 24, as set forth therein.
2. The Mayor is authorized and empowered to execute said Memorandum of Understanding, and to bind the 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 10<sup>th</sup> OF NOVEMBER, 2025.**

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

ATTEST:

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