

OFFICIAL AGENDA
TUESDAY July 30, 2024
Meeting Start Time: 9:30 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
9:15 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. **CLERK AND RECORDER**

Agricultural Covenant for Tract 1, Unnumbered COS, Located in Section 30, Township 2 South, Range 25 East

2. **COMMISSIONERS**

Board Openings - Updated List

3. **FINANCE**

- a. Elections Request to Recruit Deputy Election Administrator
- b. MetraPark Request to Expend 21 Picnic Tables
- c. Annual MOU with MT Wool Growers Association
- d. Bonds for Lost Warrant
- e. Metra Contract with VIP Services for MontanaFair Janitorial Services
- f. Request to Expend Metra Electric Pallet Jack
- g. Grant #NR230325XXXXC003 EWP Project 5044 Flood Recovery Measures - Final Federal Financial Report

4. **PLANNING DEPARTMENT**

Final Resolution 24-122 for Zone Change 724 - 1745 Mary Street

5. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - District Court - 1 Appointment; Youth Services Center - 1 Appointment; Sheriff's Office - 1 Appointment, 2 Salary & Other; Road & Bridge - 1 Termination;

FILE ITEMS

1. **AUDITOR**

Payroll Audit July 1 to July 15, 2024

2. **COMMISSIONERS**

Board Minutes - July 2024 DUI Task Force Minutes

3. **FINANCE**

Metra Contract with KG Construction for Expo & Pavilion Roofing Repairs

4. **HUMAN RESOURCES**

July 1 - July 15 Payroll Audit

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Red Lodge COS

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Agricultural Covenant for Tract 1, Unnumbered COS, Located in Section 30, Township 2 South, Range 25 East

BACKGROUND:

Reviewed.

RECOMMENDED ACTION:

Approve.

Attachments

RL Ag Cov

Return to:
Clint Altman
2135 Spring Creek Road
Laurel, MT 59044

DECLARATION OF COVENANT

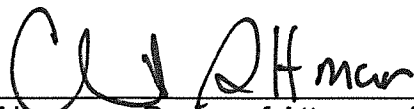
This Declaration, made this 12th day of July, 2024, by Tom Altman Family Trust and Evonne Altman Family Trust, hereinafter referred to as the "Declarant";

That whereas, Declarant is the owner of certain property lying in Government Lots 3, 4 and 9 in Section 30, T.2S., R.25E., P.M.M. described as Tract 1 of Certificate of Survey No. _____ on file, and of record, as Document No. _____, in the office of the Clerk and Recorder, Yellowstone County, Montana.

Now, therefore, Declarant hereby declares that the parcel described above shall be held, sold, and conveyed in any matter subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind each owner thereof. This covenant may be revoked by mutual consent of the owners of the parcel in question and the governing body of Yellowstone County. The governing body is deemed to be a party to and may enforce this covenant. TO WIT.

The parcel described above shall be used exclusively for agricultural purposes and no building or structure requiring water or sewage facilities may be erected or utilized thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set his hand.

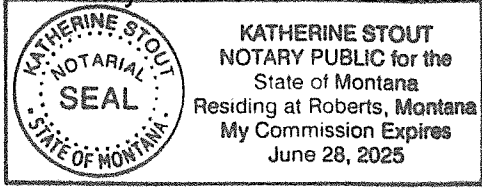


Clint Altman as Power of Attorney for
The Tom Altman Family Trust and
The Evonne Altman Family Trust

STATE OF MONTANA
County of Yellowstone

This instrument was acknowledged before me this 12th day of July, 2024.
By: Clint Altman as Power of Attorney for The Tom Altman Family Trust and The Evonne Altman Trust

[Signature]
Notary Public for the State of Montana



The County Commission of Yellowstone County, Montana does hereby certify that it has approved this agricultural covenant.

Chairman, Yellowstone County Board of Commissioners

Commissioner

Commissioner

Attest – Yellowstone County Clerk and Recorder

Dated this _____ day of _____, 2024.

Note: Any change in use of the land for anything other than agricultural purposes subjects the parcel to review and approval following the procedures established for review of subdivision pursuant to section 76-3-207(2)(b), MCA.

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

ATTEST

Jeff Martin, Clerk and Recorder

STATE OF MONTANA)
 :
County of Yellowstone)

On the _____ day of _____, _____ before me, a Notary Public in and for the State of Montana, personally appeared John Ostlund, Mark Morse, Donald W. Jones, and Jeff Martin know to me to be the Board of County Commissioners and the Clerk and Recorder of Yellowstone County, Montana, and who signed the foregoing instrument and who acknowledged to me that they executed the same.

WITNESS my hand and seal the day and year hereinabove written.

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

July 30, 2024

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/24
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/24

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

LAUREL URBAN FIRE SERVICE AREA	3 year	1 partial to 6/30/25 1 partial to 6/30/26 1 full to 6/30/27
BROADVIEW CEMETERY	3 year	1 partial to 6/30/26

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

FUEGO FIRE SERVICE AREA	3 year	1 partial to 12/31/25
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

HISTORIC PRESERVATION BOARD	2 year	1 full to 12/31/25
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- NOTE: Eligible applicants for the above board must have professional expertise in history, planning, archaeology, architecture, or historic preservation-related disciplines.

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 full to 12/31/26 1 partial to 12/31/24 1 partial to 12/31/25
YOUTH SERVICES CENTER	2 year	3 full to 12/31/25

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, August 29, 2024

July 9, 2024

AREA II AGENCY ON AGING	1 year	1 full to 6/30/25
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LAUREL FIRE DISTRICT #7	3 year	2 full to 5/4/27
WORDEN FIRE DISTRICT #4	3 year	2 full to 5/4/27
LAUREL FIRE DISTRICT #5	3 year	1 full to 5/4/27
LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, August 8, 2024

B.O.C.C. Regular

3. a.

Meeting Date: 07/30/2024

Title: Elections Request to Recruit Deputy Election Admin

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Elections Request to Recruit Deputy Election Administrator

BACKGROUND:

A request was submitted in the FY25 preliminary budget for an additional deputy election administrator. This request is to grant the ability to advertise and recruit before the Final FY25 budget is ratified in September.

RECOMMENDED ACTION:

Approve.

Attachments

Election



PO Box 35002
Billings, MT 59107-5002
(406)256-2742
(406)254-7940 (Fax)

July 17, 2024
Board of County Commissioners
Finance Office
Yellowstone County

Dear BOCC,

During the preliminary budget cycle, I made a request for one F.T.E. to fill a new deputy election administrator position. It is important that person is on board prior to the federal general election, working alongside Mr. Gillen before his contract expires. Therefore, I request formal approval of the request and the ability of Elections to recruit for the position prior to the final budget ratification on September 3, 2024.

Respectfully,

/s/ K.V. Aldrich

K.V. Aldrich

B.O.C.C. Regular

3. b.

Meeting Date: 07/30/2024

Title: MetraPark Request to Expend - 21 Composite Picnic Tables

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

MetraPark Request to Expend 21 Picnic Tables

BACKGROUND:

MetraPark is requesting Commissioner's approval for the purchase of 21 composite material picnic tables. Composite picnic tables are designed to last 50 years and resist moisture, pests, and UV rays, ensuring a long lifespan without the need to frequent repairs or replacements.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Metra RTE Picnic Tables



Yellowstone County Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

21 COMPOSIT PICNIC TABLES

Cost: \$24,001.43

Other Costs:

Less Trade-in/Discount:

Net Cost of Request: \$24,001.43

Explanation of Purchase:

REPLACE WOODEN TABLES WITH LONG TERM SOLUTION
PICNIC TABLES

Department

[Signature]
Elected Official or Department Manager

Budget Information

Account Numbers: 5811.000.552.460442.940

Budget Balance: \$25,000.00

Is this a budgeted item? Preliminayr - FY25 Budget

Finance Note:

Commissioner Action

Approved: Yes _____ No _____

Tabled: _____

Date: _____

Votes Yes _____ No _____

Chairperson _____

Member _____

Member _____

James Matteson
Purchasing Agent

7/22/2024

Date



Quote

Account Number - 34950

Kirby Built, LLC
222 State Street
Batavia IL (630) 845-5468
keyaccounts@kirbybuilt.com

Estimate # QUOKSA6847

7/1/2024

Customer
Kole Kuntz
Metra Park
308 6th Ave N
Billings MT 59103
(406) 256-2412

Ship To
Kole Kuntz
Metra Park
308 6th Ave N
Billings MT 59103
(406) 256-2412

Item	Qty	Rate	Amount	Estimated Lead Time
ABM1430-CD Providence Walk-Thru Picnic Tables/ 6' Table/ Cedar	11	\$1,022.00	\$11,242.00	Ships in 1 to 2 Days
ABM1440-CD Providence Walk-Thru Wheelchair Accessible Picnic Table/ 8' Table/ Cedar	10	\$1,138.90	\$11,389.00	Ships in 1 to 2 Days

5811 - 552-940

Subtotal	\$22,631.00
Tax Total (%)	\$0.00
Shipping	\$1,370.43
Total	\$24,001.43

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

B.O.C.C. Regular

3. c.

Meeting Date: 07/30/2024

Title: Annual MOU with MT Wool Growers Association

Submitted For: Jennifer Jones, Finance Director Submitted By: Juli Bjornebo

TOPIC:

Annual MOU with MT Wool Growers Association

BACKGROUND:

Annual MOU with MT Wool Growers Assoc.

RECOMMENDED ACTION:

Approve.

Attachments

MOU

MONTANA WOOL GROWERS ASSOCIATION
PREDATOR CONTROL FUND
P.O. Box 1938
Billings, MT 59103
(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: JULY 1, 2024 TO JUNE 30, 2025

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Wool Growers Association, **YELLOWSTONE COUNTY** agrees to allocate up to amount collected, not to exceed \$567.00 for the protection of sheep from destructive animals. Payment will be made to the extent that funds are available from the collection of associated assessments.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Wool Growers Association.

The program is agreed upon as follows:

(1) Wildlife Services Specialist will conduct Wildlife Services in Yellowstone, and Musselshell Counties. Fixed-wing and rotor-wing aircraft will be used where feasible and where funds are available.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS DATE

For the MONTANA WOOL GROWERS ASSOCIATION DATE

Stock Sheep On Tax Rolls : 945 (A signed copy
will be returned
for your files.)
Sheep License Fee/Head : \$0.60

B.O.C.C. Regular

3. d.

Meeting Date: 07/30/2024

Title: Bonds for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bonds for Lost Warrant

BACKGROUND:

Bonds for Lost Warrant on lost checks.

RECOMMENDED ACTION:

Approve reissue once 30 days have passed from original issuance date.

Attachments

Bonds for Lost Warrant

BOND FOR LOST WARRANT

On July 8, 2024 Yellowstone County issued a warrant numbered 865145 to Sharon M Lave (Principal) in the amount of \$97.89. The warrant was drawn in payment of Payroll 6/16-6/30/24. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$97.89 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 195.78 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

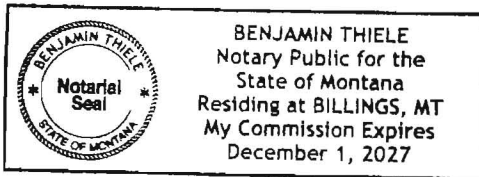
Sharon Lave
Principal Signature

4240 So Frontage Rd
Mailing Address for replacement check

Billings MT 59107
City, State Zip

SUBSCRIBED AND SWORN to before me on 07/19/2024 by Sharon Lave.
Print Name of signer/principal(s)

(NOTARIAL SEAL/STAMP)



Benjamin Thiele
Notary Signature

[Complete the following if not part of stamp]

Notary public for the State of Montana
County of Yellowstone
Residing at Billings
My Commission expires 12/01/2027

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

4/27/23

BOND FOR LOST WARRANT

On July 8, 2024 Yellowstone County issued a warrant numbered 865163 to Veronica Lave (Principal) in the amount of \$55.93. The warrant was drawn in payment of Payroll 6/16-30/24. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$55.93 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 111.86 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Veronica Lave
Principal Signature

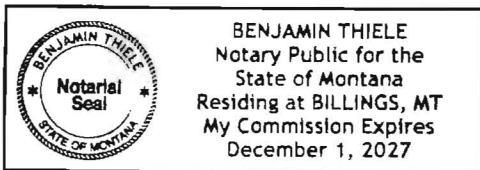
4240 So Frontage Rd
Mailing Address for replacement check

Billings, Mt. 59101
City, State Zip

SUBSCRIBED AND SWORN to before me on 07/19/2024 by Veronica Lave.
Print Name of signer/principal(s)

(NOTARIAL SEAL/STAMP)

[Signature]
Notary Signature



[Complete the following if not part of stamp]

Notary public for the State of Montana
County of Yellowstone
Residing at Billings
My Commission expires 12/01/2027

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

4/27/23

B.O.C.C. Regular

3. e.

Meeting Date: 07/30/2024

Title: Metra Contract with VIP Services MontanaFair Janitorial Services

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra Contract with VIP Services for MontanaFair Janitorial Services

BACKGROUND:

Metra contract with VIP Services to MontanaFair mechanized sweeping, pre-Fair cleaning with janitorial services from August 9th through August 17th and asphalt repair after MontanaFair. The cost of services was anticipated and included in the preliminary FY25 budget. The cost for all services is \$66,473.00

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Metra Contract VIP Services MontanaFair 2024

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 23rd day of July, 2024 by and between Yellowstone County, Montana (hereinafter called Owner), and V.I.P. Services, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

The fairgrounds will require janitorial services from August 9th through the 17th, 2024. Sneak A Peek will be the evening of Friday August 9th starting at 4:00 p.m. In addition to providing the required janitorial services for Sneak A Peek and the Nine full days of the fair, the facility will require a general mechanized sweeping and cleanup of the grounds (all asphalt areas including roadways) completed on August 9th before the Fair, then on August, 11th, 13th, 15th, and 17th as well as a final cleaning by August 26th. This service will have to be completed by 10:00 a.m. on each of these dates, with the exception of the final cleaning by the 26th, to provide a clean facility for the opening of each day. Along with the general sweeping and cleanup of the grounds after the Fair, we are including the filling in and repair of all holes left in the asphalt surfaces by the equipment and booths. All work done after the Fair will have to be completed by August 26th, 2024 and must be done to the satisfaction of the MetraPark staff. The fair janitorial services will start at various times, as noted later.

MetraPark will supply the following items:

1. Brooms
2. Garbage bags
3. Mops and mop buckets
4. Cleaning supplies
5. Garbage carts
6. Either a compactor or dumpster for trash

Please note Metra will not be providing a golf cart or any other transportation for the contracting party.

It will be the contracting party's responsibility to provide all necessary labor and equipment to perform the services listed below. These areas must be kept cleaned and monitored throughout the day; these services should be started at 4:00 p.m. on August 8th and 6:00 a.m. on August 9th through August 17th.

1. Sweep aisles and clean bathrooms in the Cedar Hall building.
2. Clean the bathrooms and showers in the bathroom/shower facility.
3. Clean all parking lots of all trash each morning before the gates open.
4. Clean the interior grounds of all trash each day and monitor throughout the day to ensure a clean facility.
5. Clean the picnic tables around the grounds and food tables by the MT Pavilion.
6. Empty garbage cans outside the front door of the MT Pavilion (cans are located outside the gates).
7. Clean the bathrooms in the 4-H building

In addition to providing the labor necessary to complete the above services, which are intended to provide clean fairgrounds for the next day, the selected contractor will be required to provide the following rovers during the afternoon and evenings to provide continuous cleaning services:

1. Service all bathrooms in the buildings listed above, as well as the metal bathrooms near the former Sandstone Building. This service should be performed during fair hours each day of the fair. The contractor will be required to record each time they service a restroom on a log sheet, provided by MetraPark, located in each restroom. There should be a minimum of four people, two men and two women, to provide this service.
2. A minimum of three people to provide continuous cleaning service, including the emptying of all trash barrels throughout the fairgrounds, in the following areas throughout the fair day: the Parks area, Coca Cola Court and Park/Midway areas, the Lake area in and around the Stage and the area and the Main entrance area. If the contractor requires the use of a utility vehicle for transportation of garbage throughout the grounds it will be the contractor's responsibility to provide the vehicle and follow MetraPark guidelines in regard to operation of vehicles on MetraPark grounds.
3. Contract Times

General sweeping and cleanup before MontanaFair begins on Friday August 9th, 2019. Janitorial services, general sweeping and cleanup during MontanaFair, Friday August 9th, 2024 through Saturday August 17th, 2024 General Sweeping, cleanup and asphalt repair after MontanaFair, to be completed by Friday August 23st, 2024

3. Contract Price

Owner shall pay the Contractor \$7,675.00 for general sweeping and cleanup before the Fair, and \$55,948.00 for janitorial services, general sweeping and cleanup for all days of the Fair, as well as general sweeping and asphalt repair after the Fair for \$2,850.00 for a total of \$66,473.00. The Contractor should submit their invoices directly to MetraPark upon satisfactory completion of services for the period being invoiced.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Contractor's proposal dated July 17th, 2024
- 5.3 Contractor's Certificate of Insurance and Workers Compensation coverage.
- 5.4 Cleaning Map

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/ MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone

County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.

- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 SUSPENSION AND TERMINATION

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.
- 8.3 In the event of a material breach of this Agreement by the COUNTY, the

CONTRACTOR shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.

- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective July 23rd, 2024.

OWNER:

Yellowstone County
Billings, MT 59101

John Ostlund
Chairman

CONTRACTOR:

VIP Services, Inc.
Billings, MT 59101



Charles W. Loveridge
Authorized Representative

Attest:

Jeff Martin
Clerk and Recorder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103	CONTACT NAME: Kaz Deavila
	PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: kaz-deavila@leavitt.com
INSURED VIP Services, Inc 1206 Cordova Billings MT 59101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Midwest Family Mutual Insurance Company NAIC # 23574 INSURER B: Montana State Fund 15819 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2312441058 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	CPMT0560120233	10/27/2023	10/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPMT0560120233	10/27/2023	10/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	034128421	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is a Additional Insured with respects to General Liability MFMBP036 per contract.
Charles Loveridge is excluded from Workers Comp & Employers Liability

CERTIFICATE HOLDER	CANCELLATION
Yellowstone County Purchasing Dept PO Box 35015 Billings, MT 59107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kaz Deavila/KADEAV

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DATE 7/17/2024

BID PROPOSAL

CUSTOMER: YELLOWSTONE COUNTY - METRA PARK 2024 FAIR
 CONTACT: JAMES MATTESON
 PHONE: 406-256-2717
 EMAIL: imatteson@yellowstonecountymt.gov
 PROPERTY: METRA PARK
308 6TH AVENUE NORTH
BILLINGS, MONTANA 59101

WORK TO BE PERFORMED	TOTAL
2024 FAIR.GROUNDS & BATHROOM CLEANING	\$55,948.00
DAILY PRE FAIR SWEEPING	\$7,675.00
FINAL SWEEPING & ASPHALT REPAIR	\$2,850.00
TOTAL	\$66,473.00

OTHER SERVICES AVAILABLE
CRACK FILLING
CLEANING DIRT, DEBRIS AND WEEDS, THEN PREPPING CRACK AND FILLING WITH HOT APPLIED SEALANT.
PARKING LOT SEALCOATING
SEALCOAT WITH PREMIUM ASPHALT EMULSION SPRAY COATINGS OF SEALCOAT APPLIED
DESIGN LAYOUT & STRIPING
STRIPING LOT BASED ON EXISTING LAYOUT OR REDESIGNED
ASPHALT REPAIR / SKIN PATCH
REMOVE AND REPAIR OF FAILED ASPHALT. ASPHALT REPAIR TO CONSIST DIGGING OUT OF DAMAGED ASPHALT SECTIONS PREPPING BASE AND INSTALLING NEW ASPHALT

ESTIMATOR: CHARLIE LOVERIDGE
charlie@vipmt.com

PHONE 406-245-9378 WWW.VIPMT.COM

VIP SERVICES, INC. ~ 1206 CORDOVA STREET ~ BILLINGS, MONTANA 59101

Montana Fair 2024

EXHIBIT "A"



SYMBOLS LEGEND

- Public Parking
- Handicap Parking
- Tram Stop
- Bus Stop
- Pedestrian Tunnel
- Restrooms
- Information
- Cash Machine
- Beer Garden
- Food & Drink

BUILDINGS & ATTRACTIONS

- | | | | |
|---|-----------------|-----------------------------------|---------------------------------|
| 1. FIRST INTERSTATE ARENA and EXHIBIT HALL | 5. MONTANA PARK | 10. WRS EXPO CENTER Youth Art | 14. CARNIVAL CAMPING |
| 2. COURTYARD | 6. KIDS WORLD | 11. MONTANA LOTTERY WINNER'S CLUB | 15. SUPER BARN Horse Arena |
| 3. MONTANA PAVILION Marketplace Heritage Arts | 7. NILE OFFICE | 12. ART BARN | 16. AG BARN |
| 4. 4TH AVENUE STAGE | 8. MIDWAY | 13. 4-H BUILDING | 17. DRAFT HORSES and DIGIT DAYS |
| 9. LAKE STAGE | | | |

B.O.C.C. Regular

3. f.

Meeting Date: 07/30/2024

Title: Request to Expend Metra Electric Pallet Jack

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Request to Expend Metra Electric Pallet Jack

BACKGROUND:

Metra is requesting Commioner's approval for the purchase of an electric pallet jack. The purchase is anticipated and added to the pending approval on the FY25 budget (5811.000.553.460442.940 - Concessions CIP) . The cost of the electric pallet jack is \$5,995.00 plus shipping costs.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Metra RTE Pallet Jack

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[About Us](#)

[Home](#) > [All Products](#) > [Material Handling](#) > [Pallet Trucks](#) > [Electric Pallet Trucks](#)

Deluxe Electric Pallet Truck - 4,500 lb



[More Images & Video](#)

BIG JOE®

Effortlessly move heavier loads with this quiet, self-propelled pallet truck. Load and unload delivery and transfer trucks.

- Deluxe workhorse for continuous dock work and large warehouses.
- 6 hours service per charge: four 6 volt, 224 Ah maintenance-free batteries with built-in charger.
- Push-button lift controls and forward/reverse thumb wheels on an ergonomic handle. Reverse safety switch keeps operator safe.
- Lift range: 3 1/4 to 8".
- Polyurethane wheels.
- 180° steering arc.
- [View video.](#)

MODEL NO.	FORK SIZE L x W	LOAD CAPACITY	RECHARGEABLE BATTERY	DRIVE MOTOR	WHEEL DIAMETER	WT. (LBS.)	PRICE EACH	IN STOCK SHIPS TODAY
H-4710	45 x 27"	4,500 lbs.	224 Ah	.90 kw AC	9" / 3"	1,136	\$5,995	1 ADD

SHIPS ASSEMBLED VIA MOTOR FREIGHT

[+ Additional Info](#)

[+ Parts](#)

[+ Shopping Lists](#)

[Request a Catalog](#)

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 13 LOCATIONS

B.O.C.C. Regular

3. g.

Meeting Date: 07/30/2024

Title: NRCS Grant - EWP Project 5044 Final Federal Financial Report

Submitted For: Lisa Sticka, Comptroller

Submitted By: Lisa Sticka, Comptroller

TOPIC:

Grant #NR230325XXXXC003 EWP Project 5044 Flood Recovery Measures - Final Federal Financial Report

BACKGROUND:

Grant for flood recovery measures due to MT Flooding June 2022

RECOMMENDED ACTION:

Approve

Attachments

Final Federal Financial Report - EWP Project 5044

Federal Financial Report

(Follow form Instructions)

OMB Number: 4040-0014
Expiration Date: 02/28/2022

1. Federal Agency and Organizational Element to Which Report is Submitted Natural Resources Conservation Service 10 East Babcock Street, Room 443 Bozeman, MT 59715		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) NR230325XXXXC003	
3. Recipient Organization (Name and complete address including Zip code) Recipient Organization Name: Yellowstone County			
Street1: PO Box 35003		Street2:	
City: Billings		County: Yellowstone	
State: MT: Montana		Province:	
Country: USA: UNITED STATES		ZIP / Postal Code: 59107-5003	
4a. DUNS Number 071404941	4b. EIN 81-6001449	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) _____	
6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual	8. Project/Grant Period From: 04/05/2023 To: 07/13/2024	9. Reporting Period End Date 07/30/2024
10. Transactions (Use lines a-c for single or multiple grant reporting)			Cumulative
Federal Cash (To report multiple grants, also use FFR attachment):			
a. Cash Receipts			731,982.50
b. Cash Disbursements			731,982.50
c. Cash on Hand (line a minus b)			0.00
(Use lines d-o for single grant reporting)			
Federal Expenditures and Unobligated Balance:			
d. Total Federal funds authorized			738,733.00
e. Federal share of expenditures			731,982.50
f. Federal share of unliquidated obligations			0.00
g. Total Federal share (sum of lines e and f)			731,982.50
h. Unobligated balance of Federal Funds (line d minus g)			6,750.50
Recipient Share:			
i. Total recipient share required			220,988.00
j. Recipient share of expenditures			218,737.50
k. Remaining recipient share to be provided (line i minus j)			2,250.50
Program Income:			
l. Total Federal program income earned			0.00
m. Program Income expended in accordance with the deduction alternative			0.00
n. Program Income expended in accordance with the addition alternative			0.00
o. Unexpended program income (line l minus line m or line n)			0.00

11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
g. Totals:				<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:						
<input style="width: 100%;" type="text"/> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>						
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).						
a. Name and Title of Authorized Certifying Official						
Prefix: <input style="width: 100%;" type="text"/>	First Name: <input style="width: 100%; value: John;" type="text"/>	Middle Name: <input style="width: 100%;" type="text"/>		Last Name: <input style="width: 100%; value: Ostlund;" type="text"/>		
Suffix: <input style="width: 100%;" type="text"/>		Title: <input style="width: 100%; value: Chairman, Yellowstone County BOCC;" type="text"/>				
b. Signature of Authorized Certifying Official				c. Telephone (Area code, number and extension)		
<input style="width: 100%; height: 40px;" type="text"/>				<input style="width: 100%; value: 406-256-2701;" type="text"/>		
d. Email Address				e. Date Report Submitted		14. Agency use only:
<input style="width: 100%; value: bocc@yellowstonecountymt.gov;" type="text"/>				<input style="width: 100%; value: 07/30/2024;" type="text"/>		

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Final Resolution for Zone Change 724

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Final Resolution 24-122 for Zone Change 724 - 1745 Mary Street

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Final Resolution for Zone Change 724

RESOLUTION NO. 24-122

Final Resolution Approving Zone Change #724

WHEREAS, pursuant to Title 76, Chapter 2, Montana Code Annotated, and the regulations of the Yellowstone County Jurisdictional Area Zoning Plan, the Board of County Commissioners of Yellowstone County, Montana, held a public hearing on the 25th of June, 2024 on Zone Change Request No. 724 described as follows:

County Zone Change 724 – 1745 Mary Street – Rural Residential 3 (RR3) to Agriculture (A) - A zone change request from Rural Residential 3 (RR3) to Agriculture (A) at the property legally described as Lots 4E-1 & 4E-2, Block 1 of Amended Lot 4E, Block 1 Five Mile Creek Subdivision. Lot 4E-1 being 11.305 acres and Lot 4E-2 being 5.010 acres for a total 16.32- acres

WHEREAS, the Board of County Commissioners adopted a Resolution of Intent on the 25th day of June, 2024, to amend the Yellowstone County Jurisdictional Area Zoning Plan by **APPROVING** Zone Change #724; and

WHEREAS, that for thirty (30) days the Board of County Commissioners received no written protests.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the above described zone change be **approved** for the reasons stated in **Resolution of Intent #24-110** on file in the Clerk and Recorder's Office.

DATED this 30th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Mark Morse, Member

Donald W. Jones, Member

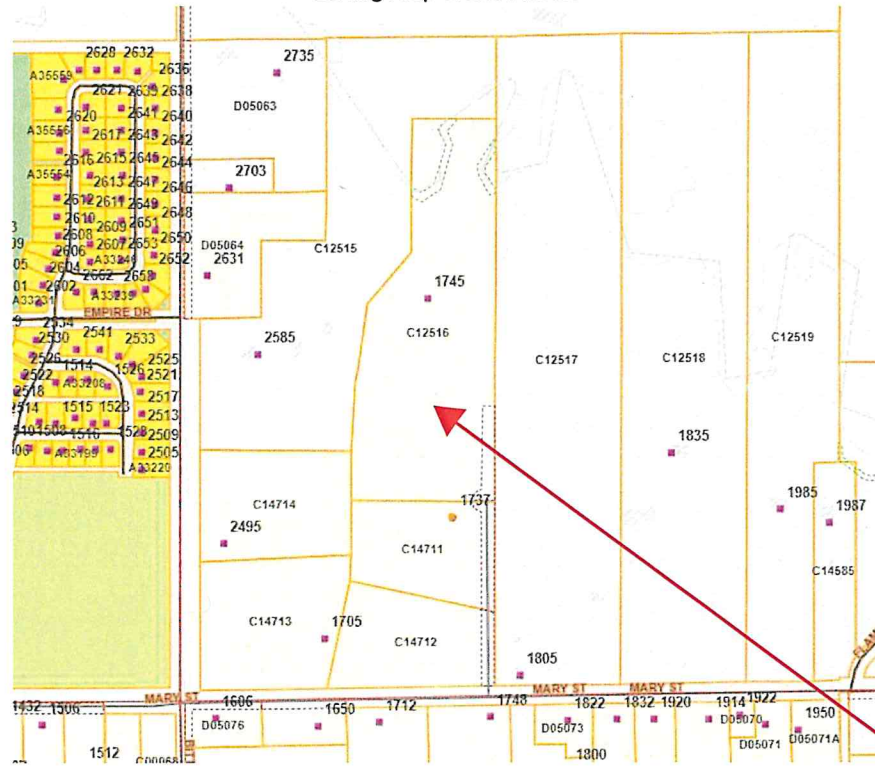
ATTEST:

Jeff Martin, Clerk and Recorder

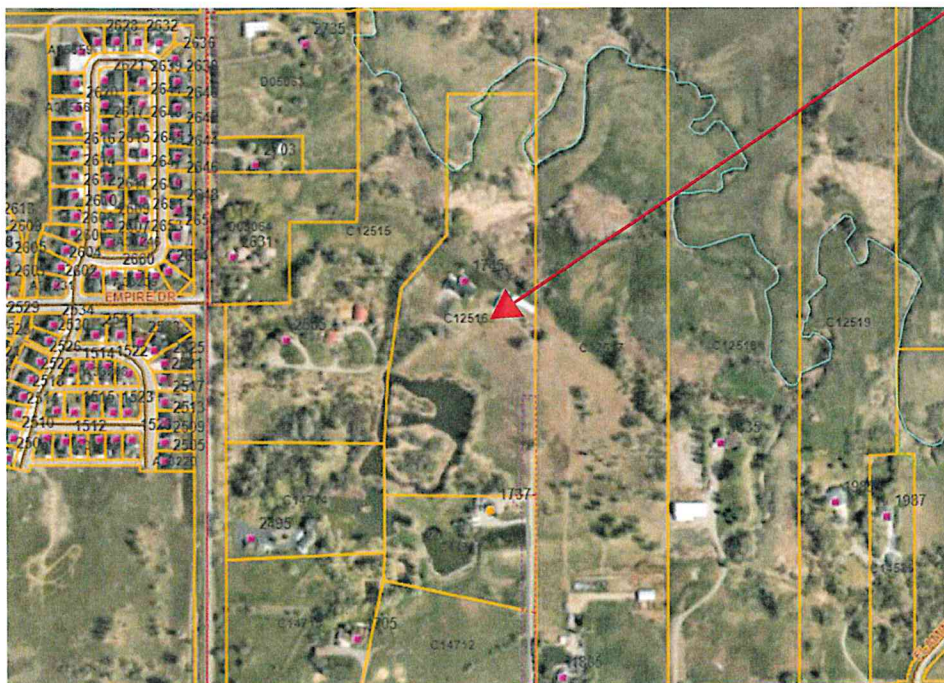
County Zone Change 724

Project Number: PZX-24-00115

Zoning Map & Site Photos



Subject Property



Aerial photo

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - District Court - 1 Appointment; Youth Services Center - 1 Appointment; Sheriff's Office - 1 Appointment, 2 Salary & Other; Road & Bridge - 1 Termination;

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



JUL 24 2024

Hire/Personnel Action Form

Employee Information

Employee
Jeffery Flechsing

Hire Information

Position Details	Hire Req#	Job Type
District Court Clerk (C) (3025)	202300212	Full-Time Regular
Person ID	Job Class	Pay Rate
51925916	District Court Clerk (C)	\$17.93
Department	Job Class#	HireDate
District Court	3025	7/30/24

Comments

1000 221 410333 111
Replaces Mikelle Joki (who moved up in our office)

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	7/24/24 10:38 AM
FINANCE	JENNIFER JONES	7/24/24 10:43 AM

Commissioners Action
Approve Disapprove

Chair

Member

Member



JUL 19 2024

Hire/Personnel Action Form

Employee Information

Employee
Chris Eide

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Supervisor (G) (5120)	202300219	Promotional
Person ID	Job Class	Pay Rate
58419983	Juvenile Care Supervisor (G)	\$26.66
Department	Job Class#	HireDate
Youth Service Center	5120	8/1/24
Division		
N/A		

Comments

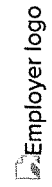
Replacing Michael Atkinson
Promotion from JCW to Overnight Supervisor
2399.000.235.420250.111 100%

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	7/18/24 4:21 PM
FINANCE	JENNIFER JONES	7/19/24 9:05 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



JUL 22 2024

Hire/Personnel Action Form

Employee Information

Employee
Joshua Wilmeth

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202300207	Full-Time Regular
Person ID	Job Class	Pay Rate
55049150	Deputy Sheriff (Patrol) (MCA)	\$31.33
Department	Job Class#	HireDate
Sheriff's Office	5045	8/12/24

Comments

Funding: 2300.132.420150111 @ 100%
replaces: Bofu

Approvals

HUMAN RESOURCES	DWIGHT VIGNESS	7/22/24 11:29 AM
FINANCE	JENNIFER JONES	7/22/24 11:32 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

JUL 23 2024

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Hezekiah Sexson

Effective Date: 08/01/2024

Current Title: Dep. Sheriff

Gr. Salary \$ 31.33

Title Change: Dep. Sheriff/ Diff

Gr. Salary \$ 32.33

Check as Applicable:

Regular Full Time: XX

New Hire:

Regular Part Time:

Rehire:

Temp Full Time:

Termination:

Temp Part Time:

Seasonal Hire:

Promotion:

Replaces position

Transfer:

Name

New Budgeted Position

Demotion:

Other: add Diff XX

Reclassification:

Funding: 2300 - 132 - 420150 - 111

Percent 100 New Account

 - - -

Percent Split Account



07/22/2023

Elected Official/Department Head

Date

Section 2

Human Resources:

Finance:

Note:

Note:

7-23-24
Director Date

James 7.23.24
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair

Date entered in payroll

Member

Clerk & Recorder - original

Member

Human Resources - canary

Member

Auditor - pink

Member

Department - goldenrod

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit July 1 to July 15, 2024

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

JUL 19 2024

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
July 1 to July 15, 2024

Date: 7/19/2024

To: Board of County Commissioners
From: Tanya McWilliams, Deputy Auditor



From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
7/19/24	Hoffman, Witney	CA	✓ Correct reg hourly rate and overtime rate
7/19/24	Barfels, Julia	Detention	✓ Accruals need to be entered
7/19/24	Goodyear, Cody	Detention	✓ Holiday Prem rate s/b 31.04
7/19/24	Gorseth, Lori	Detention	✓ Shift diff hrs s/b 88 @.70
7/19/24	Kissler, Carter	Detention	✓ Accruals need to be entered
7/19/24	Lennick, Rylan	Detention	✓ Correct hourly rate (Holiday Prem., Overtime, Sick, Vac)
7/19/24	Mattheis, Matthew	Detention	✓ Remove Clothing Allowance
7/19/24	Parker, Mallary	Detention	✓ Remove Holiday and update accruals
7/19/24	Petersen, Trevor	Detention	✓ Accruals need to be entered
7/19/24	Sharpe, Morgan	Detention	✓ Accruals need to be entered
7/19/24	Smart, Brandon	Detention	✓ Add other pay 2 hrs @ 45.10
7/19/24	Vosse, Anthony	Detention	✓ Remove Clothing Allowance

7/19/24	Sherrer, Warren	Metra	✓	4.75 sick used not showing in the used column employee summary
7/19/24	Hilliard, Robert	Public Works	✓	Update overtime rate
7/19/24	McIsaac, Logan	Public Works	✓	Enter UAB and adjust accruals
7/19/24	Plecker, Monica	Public Works	✓	40 hrs vacation used not showing in the used column employee summary
7/19/24	Stenger, Zane	Public Works	✓	Update overtime rate
7/19/24	Lee, Daniel	Sheriff	✓	12 hrs military used not showing in the used column employee summary
7/19/24	Turner, Jesse	Sheriff	✓	Overtime .67 hrs s/b paid (Comp maxed)

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - July 2024 DUI Task Force Minutes

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

Board Minutes



Yellowstone County DUI Task Force
PO Box 20982
Billings, MT 59104

**Yellowstone County DUI Task Force Meeting Minutes
July 18, 2024**

Present: Brandon Ihde, Andy Beach, Bob Drake, Monty Wallis, Andrew Loken, Brennen Plucker, Glenn Gunther, Kent O'Donnell, Brandon Gatlin, Sam Morris, Kacy Keith, Darla Tyler-McSherry.

Excused: Haley Swan, Micky Eckhart, Kevin Holland, Bethany Honcoop, Jenna Solomon, Jeannie Martin, Karen Sylvester, Travis Sylvester.

Brandon called the meeting to order at 12:04 PM.

Members received the June meeting minutes via email. Kacy motioned for approval of the June meeting minutes without changes. Monty seconded. Motion approved.

There were no new disclosures for any Conflicts of Interest.

Members received the budget reports via email. We had been two quarterly reimbursement payments behind from the state, but now we believe it is only one payment behind. Because of the slowness of these payments, we reduced the upcoming RFP funds by 10K.

Travis was not able to attend today's meeting, therefore, we do not have a social media report. Members commented on the frequent posts that are in alignment with the "100 Deadliest Days on the Road" campaign which addresses impaired driving and summer recreation activities.

Brandon provided an update on the Symposium planning progress. Day One, Thursday, May 1, is mostly complete. For Day 2, we are reaching out to Sgt Newell, Michelle Evans from the State Crime Lab, and Officer Combs to place into some of the afternoon slots. Brandon will partner with Sam to conduct a K9 demonstration using his dogs and her Hidden in Plain Sight project. Andy is available to present on excited delirium. Ideas for swag include pens, paper, stickers, keychains. We can give away our BAC wheel charts and the rodeo handbills. Other new include car first aid kits, air fresheners, car shades. We can explore having sponsors pay for these costs. We will check with Travis on the possibility of drawing a random prize per month for social media comments related to Symposium posts. Andy stated he can donate a trauma kit.

Brandon and Darla are meeting with Commissioners today to present a request for PILT funds to help support the Symposium. We are asking for \$7,500. They provided \$5,000 for the 2023 Symposium.

Brandon provided an overview of the DUI Task Force's Laurel 4th of July parade presence. It was very well attended. Haley drove her Laurel patrol SUV, pulling Brandon's jet skis behind. We used our

magnets promoting awareness of cannabis-related impaired driving. Our banner was up over the railroad tracks in Laurel for a couple of weeks. A suggestion was made to explore the Burn the Point opportunities.

The Ales for Trails event takes place on Friday, September 6 from 5:00-10:00 at the Zoo. Kacy stated she will donate water again. Andy will again participate as the Safety Officer. As the time gets closer, Darla will send a sign up for volunteers. We will offer free bottled water, the interactive game, candy, etc.

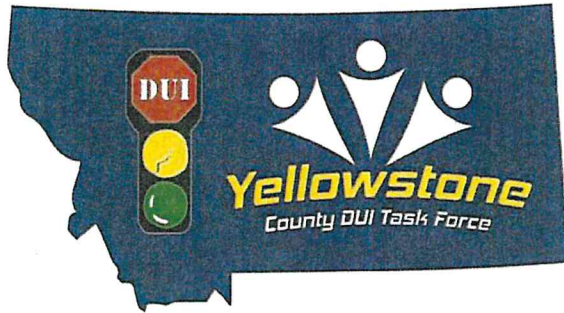
RAID coins were made available at the meeting. Brennen will send an email to the group asking for volunteers to help distribute coins. We will ask Travis to create a design for a thank you card to go with the coins. Andy, Kacy, and Sam volunteered to help distribute. We can also use photos for an online collage for our Facebook page, Facebook reels, etc. (with getting consent from recipients to use their photos). Additionally, it was suggested we create an informational on "how to help an officer make an arrest" that corresponds with the promotion surroundings the coins.

In the new business section, Brandon shared information on a social media post regarding a "safety shot" that is purported to speed metabolism to "sober up" faster. This dialogue continued into the potential of the Task Force hosting a web lab for training purposes for local law enforcement. We will continue the dialogue.

The PPE kits are out in the field; to date, we haven't received any feedback. We do have QR codes on the kits for reorders and suggestions for items to be added to future kits.

Brandon asked for a motion to adjourn. Kacy motioned; Glenn seconded. Motion approved.

The meeting was adjourned at 12:57 PM.



Yellowstone County DUI Task Force
 PO Box 20982
 Billings, MT 59104

**Yellowstone County DUI Task Force AOD Symposium Planning Meeting Minutes
 July 18, 2024**

Present: Brandon Ihde, Glenn Gunther, Bob Drake, Andy Beach, Andrew Loken, Kent O’Donnell, Darla Tyler-McSherry.

Symposium Dates: May 1 and 2, 2025

Location: DoubleTree Hilton

Brandon called the meeting to order at 11:01 AM.

We have confirmation from Rocky Herron for the Opening block on Thursday, May 1. We also have confirmation from Shane Bancroft, Will Janisch and Jordan Friend for Day 2 Opening block.

Darla has the Prevention track on Thursday 1:00-3:00 to address mental health/suicide/awareness/stigma for high-risk occupations. She suggested having Dave Nordel co-present to close the gap discussing what it is like living with PTSD and moral injury and learn how to facilitate conversations to help end stigma surrounding mental health and help save lives. The group supported moving forward with this idea.

Other possible presenters include Sgt Newell for DRE and law enforcement and Officer Combs in the treatment track. We will follow up on both. Andy is available to present on excited delirium. Darla will follow up with Michell at the State Lab as a possible co-presenter on toxicology with Sgt. Newell. It was suggested to have Brandon conduct a dog demo in concert with Sam’s Hidden in Plain Sight project.

To date, the schedule is as follows:

Thursday May 1	Law Enforcement	Treatment	Prevention
7:00-8:00	Registration & Breakfast	Registration & Breakfast	Registration & Breakfast
8:00-9:00	Opening ceremonies	Opening Ceremonies	Opening Ceremonies
9:00-11:30	Rocky Herron	Rocky Herron	Rocky Herron
11:30-1:00	Lunch on Your Own	Lunch on Your Own	Lunch on Your Own

1:00-3:00	Possibly Dr. Jack Richman HGN	STEER Court Judge Kniseley, Andrew	Darla Tyler-McSherry, Dave Nordel Suicide Prevention/Close the Gap to End Stigma
3:00-5:00	Malcolm Horn	Malcolm Horn	Malcolm Horn
Day 2 Friday May 2			
7:00-8:00	Breakfast	Breakfast	Breakfast
8:00-11:30	Bancroft/Jansich/Friend Synthetics/Drug Intelligence	Bancroft/Janisch/Friend Synthetics/Drug Intelligence	Bancroft/Janisch/Friend Synthetics/Drug Intelligence
11:30-11:00	Lunch on Your Own	Lunch on Your Own	Lunch on Your Own
1:00-2:30	Newell and Evans (?)	Coombs (?)	TBD
2:30-4:00	TBD	TBD	K316/Hidden in Plain Sight
4:00-5:00	Closing Presenter	Closing Presenter	Closing Presenter

Swag items discussed: pens, pad, stickers, keychain. We will talk with Travis about potential new design.

Meeting adjourned at 11:55 AM.

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Metra Contract KG Construction for Expo & Pavilion Roofing Repairs

Submitted For: James Matteson, Purchasing Agent

Submitted By: James Matteson, Purchasing Agent

TOPIC:

Metra Contract with KG Construction for Expo & Pavilion Roofing Repairs

BACKGROUND:

The Expo & Pavilion buildings have leaks in the metal roofing on the buildings. Contractor will remove sealant from all Roof Top HVAC units and re-seal roof jacks and replace an estimated 15 jacks beyond repair, patch seamed gutter and downspouts. Clean and seal 14 exhaust flues on Expo & Pavilion, clean and seal roof vents, and exhaust vents, and clean and seal 4 kitchen hood vents. Cost of the repairs is \$8,980.00 and can be completed before MontanaFair.

RECOMMENDED ACTION:

Approve the contract and return a copy to Finance

Attachments

Metra Contract KG Const. Roofing Repair

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 24th day of July, 2024 by and between Yellowstone County, Montana (hereinafter called Owner), and KG Construction (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

MetraPark Expo & Pavilion roof-top unit re-seal.

Contractor will remove old sealant from RTU's and re-seal of 47 roof jacks of which approximately 15 need replacement. Patch 10 lineal feet of 6" seamed gutter, add 30 lineal feet of 3" x 4" downspout to two spots, 4 downspouts on roof cleaned and sealed. Clean and seal 8 flues on Pavilion and 6 flues on Expo Building. Cleaning and sealing square roof vents, exhaust vents and 11 square vents on Expo Building. Clean and seal four (4) kitchen hood vents

2. Contract Price

Owner shall pay the Contractor \$8,980.00. The Contractor should submit their invoices directly to MetraPark upon satisfactory completion of services for the period being invoiced.

3. Contractors Representation

3.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

3.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

- 3.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 3.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

4. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 4.1 This Agreement.
- 4.2 The Contractor's estimate # 6132405
- 4.3 Contractor's Certificate of Insurance and Workers Compensation coverage / Montana Registered Contractor Certificate.

5. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for

which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/ MetraPark, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.

- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to employment of bona-fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 SUSPENSION AND TERMINATION

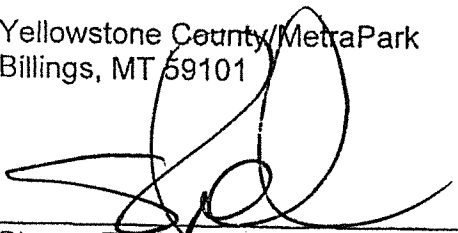
- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.
- 8.3 In the event of a material breach of this Agreement by the COUNTY, the CONTRACTOR shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective July 24th, 2024.

OWNER:

Yellowstone County/MetraPark
Billings, MT 59101



Stoney Field

General Manager - MetraPark

CONTRACTOR:

K&G Construction
Billings, MT 59101



Cory Kloefer

Authorized Representative



Cory Kloepfer - PH: 406-672-3168

Quinn Goldhammer - PH: 406-855-3824

Estimate

Submitted on 06/13/2024

Estimate for	Payable to	Estimate #
Metra Park	KG CONSTRUCTION	6132405
Frank		
(406)671-7435	Project	
	Roof jack and RTU sealing	

Description

scrape and remove old sealant from RTU's and re-seal, all RTU's will require extensive cleaning
Before sealing can happen, between the two buildings there are 47 roof jacks of which roughly 15 need
Replacement and the rest can be cleaned and re-sealed, patch 10' of 6" seamed gutter, add 30' of 3"x4
Down spout to two spots, 4 downspouts on roof cleaned and sealed.
cleaning and sealing of 8 flue's on pavilion and 6 on the Expo, cleaning and resealing
Of 9 square Vents on pavilion possible exhaust vents and 11 square vents on the Expo, cleaning and
Sealing of 4 kitchen hood vents between two buildings
Bid includes quarterly checks of roof
Tentatively july 20th

Estimated Cost: \$8,980.00

\$0.00

Notes:

Subtotal **\$8,980.00**

Adjustments \$0.00

Customer Signature: _____

\$8,980.00

Representative Signature: _____



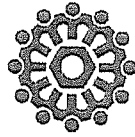
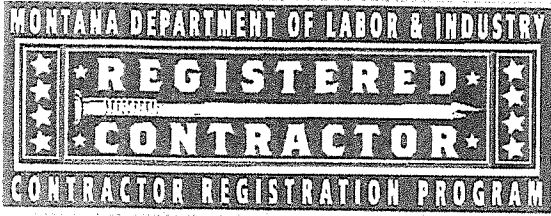
ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Mountain States Limited		NAMED INSURED Cory Kloefer 1621 Roadrunner Place Billings, MT 59102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CB-7456(8-20)- Waiver of Subrogation.



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

STATUS

No Employees - May Hire Exempt Workers Only

KG CONSTRUCTION AND SEAMLESS GUTTERS INC

1621 ROADRUNNER PL
BILLINGS, MT 59102

REGISTRATION NO.

276706

EFFECTIVE DATE

07/19/2024

EXPIRATION DATE

07/18/2026

Visit our website at mtcontractor.mt.gov or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

KG CONSTRUCTION AND SEAMLESS GUTTERS
INC

1621 ROADRUNNER PL
BILLINGS, MT 59102

REGISTRATION NO. 276706

EXPIRATION DATE 07/18/2026

No Employees - May Hire Exempt Workers Only

B.O.C.C. Regular

Meeting Date: 07/30/2024

Title: Response to Audit Findings - July 22, 2024

Submitted By: Amy Mills

TOPIC:

July 1 - July 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT
July 1 to July 15, 2024

Date: 7/19/2024

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
7/19/24	Hoffman, Witney	CA	Correct reg hourly rate and overtime rate.
7/19/24	Barfels, Julia ✓	Detention	Accruals need to be entered
7/19/24	Goodyear, Cody	Detention	Holiday Prem rate s/b 31.04
7/19/24	Gorseth, Lori	Detention	Shift diff hrs s/b 88 @.70
7/19/24	Kissler, Carter ✓	Detention	Accruals need to be entered
7/19/24	Lennick, Rylan	Detention	Correct hourly rate (Holiday Prem., Overtime, Sick, Vac)
7/19/24	Mattheis, Matthew	Detention	Remove Clothing Allowance
7/19/24	Parker, Mallary	Detention	Remove Holiday and update accruals
7/19/24	Petersen, Trevor ✓	Detention	Accruals need to be entered
7/19/24	Sharpe, Morgan ✓	Detention	Accruals need to be entered
7/19/24	Smart, Brandon	Detention	Add other pay 2 hrs @ 45.10
7/19/24	Vosse, Anthony	Detention	Remove Clothing Allowance
7/19/24	Sherner, Warren ✓	Metra	4.75 sick used not showing in the used column employee summary
7/19/24	Hilliard, Robert	Public Works	Update overtime rate
7/19/24	Mclsaac, Logan	Public Works	Enter UAB and adjust accruals
7/19/24	Plecker, Monica	Public Works	40 hrs vacation used not showing in the used column employee summary
7/19/24	Stenger, Zane	Public Works	Update overtime rate
7/19/24	Lee, Daniel ✓	Sheriff	12 hrs military used not showing in the used column employee summary
7/19/24	Turner, Jesse	Sheriff	Overtime .67 hrs s/b paid (Comp maxed)

Changes made by us/you/