



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 23, 2020
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R20-33

NEXT ORD. NO.
O20-03

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of June 9, 2020.

Correspondence

2. Laurel Chamber of Commerce 4th of July Correspondence
3. Ban On Open Burning & Stage 1 Fire Restriction - High Fire Danger - Yellowstone County Correspondence.
4. Laurel Airport Authority Minutes of May 26, 2020.

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

5. Claims entered through June 19, 2020.
6. Approval of Payroll Register for PPE 6/14/2020 totaling \$ 194,831.46.

Ceremonial Calendar

Reports of Boards and Commissions

7. Budget/Finance Committee Minutes of June 9, 2020.
Tree Board Minutes of May 21, 2020.

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

8. Appointment of Philip Swain and Michelle Grider to the Laurel Volunteer Ambulance Service.
- [9.](#) Appointment of Wallace Hall to Cemetery Commission for a two year term ending June 30, 2022.
- [10.](#) Appointment of Richard Herr to the Cemetery Commission for a two-year term ending June 30, 2022.
- [11.](#) Appointment of Richard Herr to the Tree Board for a three-year term ending June 30, 2023.
- [12.](#) Appointment of LuAnne Engh to the Tree Board for a three-year term ending June 30, 2023.
- [13.](#) Appointment of Arthur Vogeles to the Library Board for a five-year term ending June 30, 2025.
- [14.](#) Appointment of Shane Linse to the Airport Authority for a five-year term ending June 30, 2025.
- [15.](#) Resolution No. R20-33: A Resolution Awarding A Three-Year Contract With Olness And Associates For Auditing Services Through Fiscal Year Ending 2022 And Authorizing The Mayor To Sign Said Contract For The City Of Laurel.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

[DATES TO REMEMBER](#)

File Attachments for Item:

Approval of Minutes of June 9, 2020.

DRAFT

MINUTES OF THE CITY COUNCIL OF LAUREL

JUNE 9, 2020

A regular meeting of the City Council of the City of Laurel, Montana, was held in the Council Chambers and called to order by Mayor Tom Nelson at 6:33 p.m. on June 9, 2020.

COUNCIL MEMBERS PRESENT: Emelie Eaton Heidi Sparks
 Bruce McGee Richard Herr
 Irv Wilke
 Richard Klose

COUNCIL MEMBERS ABSENT: Scot Stokes Don Nelson

OTHER STAFF PRESENT: None

Mayor Nelson led the Pledge of Allegiance to the American flag.

Mayor Nelson asked the council to observe a moment of silence.

MINUTES:

Motion by Council Member McGee to approve the minutes of the regular meeting of May 26, 2020, as presented, seconded by Council Member Eaton. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

CORRESPONDENCE:

- Laurel Airport Authority Minutes of April 28, 2020.
- Letter from Yellowstone County to Judy Goldsby.

COUNCIL DISCLOSURE OF EX PARTE COMMUNICATIONS: None.

PUBLIC HEARING: None.

CONSENT ITEMS:

- **Claims entered through June 5, 2020, in the amount of \$1,263,101.63.**
A complete listing of the claims and their amounts is on file in the Clerk/Treasurer's Office.
- **Clerk/Treasurer Financial Statements for the month of April 2020.**
- **Approval of Payroll Register for PPE 5/31/2020, totaling \$211,124.01.**
- **Approval of Workshop Minutes of May 5, 2020.**

The Mayor asked if there was any separation of consent items. There was none.

Motion by Council Member Eaton to approve the consent items as presented, seconded by Council Member McGee. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

CEREMONIAL CALENDAR: None.

REPORTS OF BOARDS AND COMMISSIONS:

- Budget/Finance Committee Minutes of May 26, 2020.
- Park Board Minutes of March 5, 2020.

AUDIENCE PARTICIPATION (THREE-MINUTE LIMIT):

DRAFT

Brent Peters, Fire Chief, stated that after watching the Workshop meeting from last week, there seems to be a lot of miscommunication. In particular, regarding the fireworks. There was no request for the Fire Association to be present at that meeting. He had shared the plan with Council Member McGee. The Fire Association had been waiting to see what phase we would be in before moving forward with their plans. Once it was clear what phase we would be in, then the plan needed to go through Riverstone Health, County Commissioner, and County DES for their review and endorsement—then needed to talk with the Fire Association as the cost would be coming out of their pockets. Then work on getting permission from the landowners. The idea is to keep the locations undisclosed to keep the public from congregating while still being able to have a fireworks display. He thanked the Mayor for keeping their plan under wraps until the Fire Association was ready to announce their plans. There are no additional City resources other than fire trucks, as the Fire Association plans to take care of everything else. They needed to put together a well thought out plan before bringing that plan forward.

Camila Nelson, Laurel Chamber of Commerce, stated they had a meeting last week to submit a new plan due to COVID. They are still working through the plan. They did not have an answer to be able to present at last week's Workshop. They have a plan in the works, and once it is set in stone, they will announce what those plans are.

Stan Langve, Police Chief, stated that given the 4th of July falls on a weekend, there will be some O.T., but that they will utilize Reserves as well. The Parks will be closed at 10:00 p.m.

Kent Kulesa, Assistant Fire Chief and 4th of July Chairmen, handed out the attached poster. Five people will know the location the fireworks will be shot off from, and only those five will know. The ATF requires a certain distance to shoot off fireworks; those distances will be followed.

SCHEDULED MATTERS:

- **Resolution No. R20-29: A Resolution Approving Amendment No. 1 To The Previously Approved Task Order Authorizing Kadrmas, Lee & Jackson, Inc. To Provide Additional Services For The City Of Laurel's 2020 Pavement Maintenance Project.**

Motion by Council Member Sparks to approve Resolution No. R20-29, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R20-30: A Resolution Approving An Agreement Between The City Of Laurel And Yellowstone Boys And Girls Ranch, Relating To Fire Protection.**

Motion by Council Member Herr to approve Resolution No. R20-30, seconded by Council Member Wilke.

Brent Peters, Fire Chief, stated last week there were questions regarding who does Fire Inspections. There is a team of people who will do fire inspections. The Building Inspector, the Code Enforcement Officer, the Fire Marshall, and himself all do inspections.

There was no council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

- **Resolution No. R20-31: A Resolution Of The City Council Authorizing The Mayor To Sign A Memorandum Of Agreement With The Montana Department Of Transportation For The Provision Of Grant Assistance For The City's Public Transportation System.**

Motion by Council Member Wilke to approve Resolution No. R20-31, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

DRAFT

- **Resolution No. R20-32: A Resolution Of The City Council Authorizing The Mayor To Sign An Operating Contract With The Montana Department Of Transportation To Provide Assistance With The City's Public Transportation System.**

Motion by Council Member Klose to approve Resolution No. R20-32, seconded by Council Member Sparks. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

ITEMS REMOVED FROM THE CONSENT AGENDA: None.

COMMUNITY ANNOUNCEMENTS (ONE-MINUTE LIMIT):

This Sunday is Flag Day. In the past, the American Legion and VFW of Laurel has held a Flag Day demonstration showing how to retire a flag properly. This year's ceremony is at 6:00 p.m. at the National Cemetery.

COUNCIL DISCUSSION:

A Council Member stated that they owed the Fire Association an apology. They were overzealous about getting information about the fireworks.

Mayor Nelson also apologized to the Fire Association for not getting out in front of comments on this issue.

Council requested a discussion at next week's Workshop to discuss the following items. Capital improvement and depreciation fund for the street sweeper and jet rodder replacements. Discussion on solid waste revenues in particular that we do not charge at the site itself. A five-dollar fee would not be outrageous. Discussion on the difference between the Fire Department and Fire Association and who can speak on who's behalf. The Clerk/Treasurer was requested to attend the next Council Workshop.

A Council Member noted that Billings Police Chief recently made a statement regarding the use of force and diversity within their community. They stated it would be nice to hear Laurel's Police Chief make a similar statement.

Public Works Committee will meet on June 15, 2020, at 6:00 p.m. in Council Conference Room.

Council thanked both the Fire Association and the Laurel Chamber of Commerce for their work in creating a plan to have festivities during a pandemic.

A Council Member asked if local businesses can put out tubs for donations for fireworks. It was stated that information would be passed onto the fundraising committee at the Fire Association. They are exploring several options to fundraise this year. Donations can be dropped off at the Police Department or sent to the Fire Associations P.O. Box. (P.O. Box 1191).

MAYOR UPDATE:


Thanked everyone who came this evening. He stated he did not know what questions would be posed regarding the fourth of July and didn't know who to have present during that conversation.

UNSCHEDULED MATTERS: None.

ADJOURNMENT:

Motion by Council Member McGee to adjourn the council meeting, seconded by Council Member Klose. There was no public comment or council discussion. A vote was taken on the motion. All six council members present voted aye. Motion carried 6-0.

There being no further business to come before the council at this time, the meeting was adjourned at 7:10 p.m.


 Brittney Moorman, Administrative Assistant

DRAFT


Council Minutes of June 9, 2020

Approved by the Mayor and passed by the City Council of the City of Laurel, Montana, this 23rd day of June 2020.

Thomas C. Nelson, Mayor

Attest:

Bethany Langve, Clerk/Treasurer



THE SHOW GOES ON

The Laurel Volunteer Fire Association is proud to announce that the annual 4th of July Firework Show will go on.

With nearly 70 years of tradition of presenting one the most spectacular firework displays in the Northwest, the residents will experience fireworks at a different level than in the past. Due to the current pandemic of COVID-19 we are asking everyone to view the show from the comforts and safety of their homes by simply, looking up.

- ◆ Please join us by following the Governor’s Phase Two directives. These directives can be found on the State of Montana website.
- ◆ The firework show WILL NOT be shot from Thompson Park as it has in the past. Instead the Firefighters have developed a plan to stay in compliance to the State of Montana Phase Two directives by everyone seeing and enjoying the show from their homes starting at 10:30. Come outside and look up.
- ◆ Join in the celebration. See if you can outdo the Firefighters with your own at home show at the same time.
- ◆ This year, due to social distancing and during desperate times, the 35 members of the Fire Association will be paying for the show out of their pockets. Donations to help with the costs will be accepted and can be mailed to the Laurel Volunteer Fire Association; PO Box 1191; Laurel, Mt 59044 or dropped of at the Laurel Police Department.

Thank you for your understanding and support

Saturday July 4th, 2020 at 10:30 P.M.

File Attachments for Item:

2. Laurel Chamber of Commerce 4th of July Correspondence



Laurel Chamber of Commerce

108 East Main St
Laurel Montana 59044

laurelchamber@laurelmontana.org

406-628-8105

www.laurelchamber.org

June 4, 2020

The Laurel Chamber of Commerce will not be holding the annual **Grand Parade** for the 4th of July this year due to not being able to provide social distancing. The Laurel Chamber does not see a way to make the parade happen while following the Governor's Orders with Phase II.

We will hold the annual **Chief Joseph Run** on July 4th at 6:30 a.m. The beginning for this 8-mile run, 4-mile run, and 2-mile run will be set up at the Thomson Park Picnic shelter at 6:00 a.m. The runners will start there, (8-milers leaving at 6:30, 4-mile at 7:00 and 2-mile at 7:30), travel north on First Avenue, turn around at the marked areas and end up back at the shelter. Awards will not be given out this year. We will have people set up for traffic control and will place the dropped off barricades. We will have extra volunteers to make sure people are following the social distancing guidelines.

In addition we also will hold Food **Trucks** in the pool parking lot on 1st Ave and East 8th Street. Food Trucks will be there from 10:00am-9:00pm. We will not be holding a craft fair this year.

If more information is needed, please do not hesitate to contact the Chamber office at 628-8105. If you are not in agreement, please contact the Chamber office as soon as possible.

Sincerely,

Laurel Chamber of Commerce

File Attachments for Item:

3. Ban On Open Burning & Stage 1 Fire Restriction - High Fire Danger - Yellowstone County Correspondence.

BAN ON OPEN BURNING & STAGE 1 FIRE RESTRICTIONS

HIGH FIRE DANGER

YELLOWSTONE COUNTY

RESOLUTION NO. 20-50

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, have received a burning ban recommendation from the County Fire Warden, the Rural Fire Departments and from State and Federal land management partners. These groups suppress wildland fires and coordinate fire restrictions on federal, state and private lands in the Billings area and Yellowstone County. They include representatives from the Volunteer Fire Departments in the County, US Forest Service, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, Montana Department of Natural Resources and Conservation, Montana Department of Fish, Wildlife and Parks, and the County Fire Wardens of Big Horn, Carbon, Musselshell, Stillwater, Sweet Grass, Treasure, and Yellowstone Counties; and

WHEREAS, the Board of County Commissioners want to establish public awareness of the fire danger in Yellowstone County and aid in the prevention of rural wild land fires; and

WHEREAS, the hot weather and lack of precipitation has caused grasses, vegetation and light fuels throughout the County to become extremely dry; and

WHEREAS, the Board of County Commissioners has investigated said requests and the current conditions in the County and finds said requests to be in the best interest and welfare of the citizens of Yellowstone County, Montana; and

WHEREAS, wild land fires have already occurred, burning many acres of range and timber land throughout Montana, requiring the expenditure of tax dollars and volunteer time for fire fighting; and

WHEREAS, the public is asked to honor the burning ban and the restrictions to decrease the chance of human-caused fires and avoid further resource and property damage as well as additional strains on fire-fighting personnel, equipment and budgets,

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That, per 7-33-2205, MCA, the Board of County Commissioners set the 2020 fire season from the effective date of this resolution until this resolution is rescinded: and
2. That, during the fire season, a person may not ignite or set a fire, including a slash-burning fire, land-clearing fire, debris-burning fire, or open fire within the county protection area on any residential or commercial property, forest, range, or croplands subject to the provisions of this part without having obtained an official written permit or permission to ignite or set a fire from the recognized protection agency for that protection area with the exception of agricultural burning per 3.d.ii below.
3. That, Stage 1 Fire Restrictions are ordered for all areas of Yellowstone County and **the following acts are prohibited until further notice:**
 - a. Building, maintaining, attending, or using a fire unless noted in the exemptions BELOW.
 - b. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.

Exemptions to the above prohibitions are allowed only for:

- a. Persons using a fire solely fueled by liquid petroleum or LPG that can be turned on and off. Such devices can only be used in an area that is barren or cleared of all overhead and surrounding flammable materials within three (3) feet of the device.
- b. Any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- c. All land within a city or town boundary is exempted.
- d. Other exemptions unique to Yellowstone County including.
 - i. Recreational fires or commercial-type of fixed or portable outdoor fireplaces measuring less than 48 inches in diameter that are surrounded by a nonflammable structure and for which a suitable source of extinguishing the fire is available.
 - ii. Farmers and ranchers or companies with a valid burn permit and a written permit from the County Fire Warden and/or Local Fire Chief that specifically authorizes the otherwise prohibited act.
- 4. That, the County Fire Warden cease and desist from issuing new open burning permits during this period and suspend existing permits, with the exception of 3.d.ii above; and
- 5. That, a person who purposely ignites a fire in violation of this section
 - i. Shall reimburse the county governing body or recognized protection agency for costs incurred for any fire suppression activities resulting from the illegal fire, as provided in 50-63-103 MCA.
 - ii. Could be fined up to \$5,000 individually or \$10,000 for an organization and imprisoned for up to 6 months for violating restrictions and closures.
- 6. The Yellowstone County Sheriff's Office will enforce this resolution and issue citations to violators where necessary per 7-33-2206, MCA.

THIS RESOLUTION IS EXECUTED this 16 th day of June 2020.
 It is effective at 12:01 am on the 17 th day of June 2020.

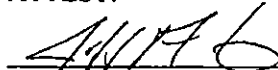
(SEAL)

BOARD OF COUNTY COMMISSIONERS
 YELLOWSTONE COUNTY, MONTANA



Denis Pitman, Chairman

ATTEST:



Jeff Martin
 Clerk and Recorder



Donald W Jones, Member



John Ostlund, Member

- cc: KC Williams, County Fire Warden
 All County Fire Chiefs
 Sheriff Linder
 All County Media
 9-1-1 Center, Billings
 9-1-1 Center, Laurel
 Derek Yeager, DNRC
 Chad Cullum, BLM
 Larry Elder, BLM

File Attachments for Item:

4. Laurel Airport Authority Minutes of May 26, 2020.

MINUTES
LAUREL AIRPORT AUTHORITY BOARD MEETING
Tuesday, May 26, 2020

A Laurel Airport Authority Board meeting was held in the Airport Pilot's Lounge and called to order by Chairman Randy Hand at 19:00.

BOARD MEMBERS PRESENT:

- Randy Hand, Chairman
- Brock Williams, Secretary
- Shane Linse
- Jim Swensgard
- Will Metz

OTHERS PRESENT:

Craig Canfield, Nik Zuhlsdorf (Morton Buildings), Rich McKamy

1. General Items

- a. Previous minutes approved by unanimous consent
- b. Accountant was out of town so we didn't have a full breakdown on the claims. Regular occurring claims were approved.

2. Reports from Craig Canfield of KLJ

- a. Construction contract is in place for the pavement maintenance project. Anticipated start date is July 6. Board recommends checking with the FBO to make sure there are no conflicts. Motion to proceed with July 6 start date assuming no FBO conflicts passed without dissent.
- b. 3 year maintenance agreement contract for the AWOS from All Weather has been received. Motion to approve passed without dissent.

- c. PAPI 14. Craig has been working with the manufacturer, and they are sending a new sensor. He will return the existing sensor for diagnostics and determination of warranty.

3. New Business

- a. Nottingham T-Hangar Condos. Nothing new to report since last meeting.
- b. Will Metz Hangars.
 - i. Board heard from Nik Zuhlsdorf regarding the design and construction.
 - ii. Will believes the current building requirements, especially roof pitch, are antiquated and should be changed.
 - iii. Will is asking for a variance on the roof pitch requirement
 - iv. There was a discussion about obtaining public input before changing the building standards.
 - v. Motion to grant variance on the roof pitch made and seconded. Will abstained from the vote. Motion passed with Brock opposed.
- c. Upcoming Lease Transfers. A number of leases are coming up for renewal soon. Discussion regarding potential condition inspection as a part of the renewal process. Board consensus is to deal with on a case-by-case basis as required.

4. Old Business

- a. SRE Building. Proceeding with door installation
- b. John Deer Tractor. Murl to see if he can get it running and then we will evaluate selling it.

5. Public Input

Citizens may address the board regarding any item of business not on the agenda. The duration for an individual speaking under Public Comment is limited to three minutes. While all comments are welcome, the board will not take action on any item not on the agenda.

- a. none received

6. Other Items

none

7. Announcements

a. none

The meeting was adjourned at 20:30.

Respectfully submitted,

Brock Williams
Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

File Attachments for Item:

7. Budget/Finance Committee Minutes of June 9, 2020.

Tree Board Minutes of May 21, 2020.

**Minutes of City of Laurel
Budget/Finance Committee
Tuesday, June 09, 2020**

Members Present: **Emelie Eaton** **Richard Klose**
 Bruce McGee

Others Present: **Mayor Nelson** **Bethany Langve**
 Matt Wheeler **Brandon Gonzalez**

The Meeting was called to order by Chair Eaton at 5:30 pm.

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

General Items

- Review and approve the minutes of the May 26, 2020 meeting. Richard Klose made a motion to approve the minutes of the May 26, 2020 Budget and Finance Committee meeting. Mayor Nelson seconded the motion to approve the May 26, 2020 Budget and Finance Committee meeting minutes, all in favor, motion passed.
- Review and approve purchase requisition from the Ambulance Department – The Committee was presented with a purchase requisition from the Ambulance Department for new tools. The Committee asked if the Ambulance Department could use the City Shop tools. The Clerk/Treasurer and Public Works Superintendent stated that this was not possible at all times of the day and night because the City Shop is closed and locked after 5:00pm M-F, on the weekends, and during holidays. The Ambulance Department is open 24/7 and would need access to the tools during this time frame. The Committee asked where the tools will be stored, and the City Mechanic, Brandon Gonzalez, stated there was a toolbox included in the purchase requisition. The Committee stated that the tool purchase was not budgeted, however they asked the Clerk/Treasurer if the department had the remaining appropriations available to make the purchase. The Clerk/Treasurer stated that the Ambulance Department did have enough appropriations left for this purchase. Richard Klose made a motion to approve the purchase requisition from the Ambulance Department for the purchase of new tools. Bruce McGee seconded the motion to approve the purchase requisition from the Ambulance Department for the purchase of new tools, all in favor, motion passed.
- Review and approve purchase requisition from the Clerk/Treasurer – The Committee was presented with a purchase requisition from the Clerk/Treasurer for GASB 75 Valuation. The Clerk/Treasurer stated this valuation had been done previously and needs to be done again with a rollover done for Fiscal Year 2021. The Committee asked what GASB 75 was, and the Clerk/Treasurer explained it had to do with reporting of mainly health insurance liabilities. The Clerk/Treasurer explained these valuations are expensive to do, and this is the main reason why each year the City received the total pension liability audit error. The valuation required for that is very expensive to do, and the benefit does not outweigh the cost of the valuation. Emelie Eaton made a motion to approve the purchase requisition from the Clerk/Treasurer for the GASB 75 Valuation. Bruce McGee seconded the motion to approve the purchase requisition from the Clerk/Treasurer for the GASB 75 Valuation, all in favor, motion passed.

- Review and approve purchase requisition from the Fire Department for repairs to Brush 5 Truck. The Clerk/Treasurer explained to the Committee that Brush 5 had been caught in a fire, after getting stuck in tall cattails. The Clerk/Treasurer explained that her and the Mayor discussed turning this into insurance versus paying for the needed repairs out of General Fund. The Mayor agreed with the Clerk/Treasurer that paying for repairs in this amount was financial responsible. The Committee asked how many miles were currently on the truck, and if it was worth repairing. The Public Works Superintendent stated he knew which truck this was, and it was a good truck. He stated repairing it was worth the money. The Committee reviewed the purchase requisition and had no additional questions. The Committee was thankful that no Firefighters were injured during the fire. Bruce McGee made a motion to approve the purchase requisition from the Fire Department for repairs to Brush 5 Truck. Emelie Eaton seconded the motion to approve the purchase requisition from the Fire Department for repairs to Brush 5 Truck, all in favor, motion passed.
- Review and approve purchase requisition from the Parks Department for Fire Pits and Benches. The Committee reviewed the purchase requisition and wanted to know if these were going to be paid for out of the State approved Riverside Park funds. The Clerk/Treasurer stated the City would have to pay for the invoices and then submit them to the State for reimbursement. The Committee asked if the benches would be bolted down. The Public Works Superintendent stated they would not be bolted down and would be mobile. Emelie Eaton made a motion to approve the purchase requisition from the Parks Department for the purchase of fire pits and benches. Bruce McGee seconded the motion to approve the purchase requisition from the Parks Department for fire pits and benches, all in favor, motion passed.
- Review and approve the May 2020 Utility Billing Adjustments. The Committee reviewed the May 2020 utility billing adjustments and had no questions. Richard Klose made a motion to approve the May 2020 Billing Adjustments. Bruce McGee seconded the motion to approve the May 2020 Billing Adjustments, all in favor, motion passed.
- Review and recommend approval to Council Claims entered through 05/31/2020. The Claims Detail reports and the Check Registers were reviewed for accuracy prior to the meeting by the Committee. There was a question regarding the telephone bills and how high they were. The Mayor stated these bills will go down once the City VOIP system is installed. The VOIP system is scheduled to be installed in the next couple of months. Scot Stokes made a motion to recommend approval to Council the claims entered through 05/31/2020. Richard Klose seconded the motion to recommend approval to Council the claims entered through 05/31/2020, all in favor, motion passed.
- Review and approve Payroll Register for pay period ending 05/31/2020 totaling \$211,124.01. The two-page summary was reviewed, signed, and dated. Bruce McGee made a motion to approve the payroll register for pay period ending 05/31/2020 totaling \$211,124.01. Richard Klose seconded the motion, all in favor, motion passed.

New Business – None

Old Business

- The Committee discussed the repairs of the Street Sweeper. The Committee stated they wanted to know if repairing this Street Sweeper was cheaper versus buying a new Street Sweeper. The City Mechanic stated the current Street Sweeper did not have very many hours on it. He stated the City could fix it but it may have other issues. He stated the City will eventually need a new one. The main drive pump went out and put metal shavings into the hydraulic lines. There is a filter after the main drive pump that should have caught any metal

shavings, however the hydraulic lines may be contaminated. If the hydraulic lines are contaminated with metal the Street Sweeper will have additional issues. Everything else on the machine works fine, so there is a good chance there will be no further issues with the Sweeper after the main pump is replaced, and the hydraulic lines are flushed. The Committee asked why there was only one quote. The Public Works Superintendent stated Titan Machinery is who the Street Sweeper was purchased from. The City Mechanic stated Titan Machinery has all the certifications and classes necessary to repair this Street Sweeper. He stated the next nearest location may be Denver, Colorado. He stated the labor cost to diagnose the problem was around \$2,000. The City Mechanic stated a new Street Sweeper costs \$222,000. There are discounts that total \$21,000. Titan Machinery will give the City approximately \$20,000 for a trade-in because of the repairs. This leaves approximately \$180,000 remaining to purchase a new Street Sweeper. He stated the City will have to replace this Street Sweeper at some point. He stated there are lease programs available. He stated the City would have to evaluate what the value of the machine is versus repairing it. A new unit would have a warranty. He stated Billings uses their machines for three years, then to go into a back-up fleet for another two years, and then are retired. He Committee asked how many times this Street Sweeper has been repaired. The Public Works Superintendent stated this is the first time this Street Sweeper has required any major repairs. The Committee stated it may be best to repair the Street Sweeper now and then budget for a new one next year. The Public Works Superintendent stated the City keeps equipment forever. The City still has the Street Sweeper purchased prior to this one and that unit needs to be auctioned. Emelie Eaton made a motion to approve the purchase requisition from the Street Department for repairs to the Street Sweeper. Richard Klose seconded the motion to approve the purchase requisition from the Street Department for repairs to the Street Sweeper, all in favor, motion passed.

- The Committee stated it is believed the Elena lawn mower is dedicated to Elena Subdivision, and they want to know where it is and where it is going to be used. The Clerk/Treasurer stated the previous lawn mower was purchased in September of 2013. She stated the Elena lawn mower is dedicated to Elena, until it is retired and then they are moved into the Parks Department inventory. She stated the lawn mower is not housed at Elena because there is nowhere to securely store it. The Committee asked if the boulevard trees were going to be planted at Elena this year, as they were budgeted. The Clerk/Treasurer stated the boulevard trees will not be planted as the trees out there are having trouble surviving. The Parks Department does not want to spend the money on these trees and have them die. The Committee stated the City needs to do a better job in the future regarding parks in these subdivisions. Elena has a park, but it is a stormwater pond. The Committee feels in the future the builders should build an actual park, instead of donating land.

Other Items

- Review the Comp/OT report for pay period ending 05/31/2020. The Committee reviewed the report and had no questions or comments.
- Clerk/Treasurer Update – The Clerk/Treasurer stated she had nothing at this time. The Committee asked how the update to the Personnel Manual was going. The Clerk/Treasurer stated her department has begun work updating the manual. She stated it is going to be a lengthy project as MMIA and the City Attorney have to review all changes.
- Update from the Mayor – The Mayor stated the City needs to begin looking at the Solid Waste Fund. Each year this fund loses money due to increased landfill fees, gas, and repairs to equipment. The Mayor stated the department should be able to purchase a new garbage truck every 5 years, however they currently cannot as they do not have enough revenue. The

Committee asked if the container site could charge everyone a small fee, instead of just County residents. The Clerk/Treasurer stated this has been brought up in the past. She stated whatever solution comes before Council, the residents need to be involved, and help solve this issue. The City Mechanic stated the second oldest garbage truck in the fleet has six and a half working hours on it. The City Mechanic stated the Jet Rodder also needs to be replaced soon. It just had a very expensive repair done. The Clerk/Treasurer stated the Water Fund does have a replacement and depreciation cash account that can pay for this purchase. She stated the Water and Sewer Funds have these cash accounts, but Solid Waste does not. The Mayor stated he was aware of the email sent regarding the Fire Association and Fireworks. He stated the mess up at last week's Council meeting did not have anything to do, it was his error. He stated since he had not attended the previous meeting, he did not know what questions was asked by Council. The agenda item said 4th of July, and for that reason the Mayor did not invite the Fire Association or the Chamber of Commerce to attend the meeting. He apologized for the miscommunication on his end.

Announcements –

- The next Budget and Finance Meeting will be held on Tuesday June 23, 2020 at 5:30pm
- Richard Klose will be reviewing claims for the next meeting
- The meeting was adjourned at 6:25pm

Respectfully submitted,

Bethany Langve
Clerk/Treasurer

NOTE: This meeting is open to the public. This meeting is for information and discussion of the Council for the listed workshop agenda items.

MINUTES
CITY OF LAUREL
Tree Board

05/21/2020 09:30 AM
City Council Chambers

A Tree Board was held in the City Council Chambers and called to order by LuAnne Engh at 09:30 AM on 05/21/2020.

COMMITTEE MEMBERS PRESENT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> LuAnne Engh, Chairman | <input type="checkbox"/> Richard Herr |
| <input type="checkbox"/> Aaron Christiansen, Vice-Chairman | <input checked="" type="checkbox"/> Matt Wheeler |
| <input checked="" type="checkbox"/> Walter Widdis, Secretary | <input type="checkbox"/> Kurt Markegard |
| <input type="checkbox"/> Dale Ahrens | <input type="checkbox"/> Phyllis Bromgard |

OTHERS PRESENT:

_____	_____
_____	_____
_____	_____
_____	_____

1. Public Input
 - a. Lynn Peterson, Graff Prinicpal was in attendance

2. General Items
 - a. February 2020 minutes approved
 - b. Due to Covid19 the committee hasn't met for 3 months
 - c. Arbor Day was cancelled for May 5th
 - d. At this time the schools are not sure how the Fall will look for students to return to the classroom

- e. We can try to do something small with the students next Fall once it is clear how they will be treated for the virus.
 - f. We will use the artwork for next year 2021 Arbor Day.
3. New Business
- a. Nothing was offered
4. Old Business
- a. Replacing 5 dead ash trees at South Pond - with Hackberry, elm, maple or linden and one juniper. This should happen outside of Arbor Day
 - b. Lions Dock - Update
5. Other Items
- a. Code enforcement - Karen Courtney - The codes for Boulevards is being rewritten.
 - b. All members should keep track of their hours and turn them in by the end of the year. Kurt will circulate the forms. This is important for the Tree USA distinction
6. Announcements
- a. Next meeting June. 18th 9:30am...

The Tree Board adjourned at 10:12 AM.

Respectfully submitted,

LuAnne Engh
Committee Chairman

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

File Attachments for Item:

9. Appointment of Wallace Hall to Cemetery Commission for a two year term ending June 30, 2022.

City of Laurel
P.O. Box 10
Laurel, MT 59044

6-5-20

Dear Mayor Tom Nelson,

I would like to be reappointed
to the City of Laurel Cemetery Commission.
Thank you for your consideration in
this matter.

Wallace Hall

File Attachments for Item:

10. Appointment of Richard Herr to the Cemetery Commission for a two-year term ending June 30, 2022.

Mayor Tom.

I am interested in being reappointed to the
Lawrence Cemetery Commission for a second term.

Thank you
Richard How

File Attachments for Item:

11. Appointment of Richard Herr to the Tree Board for a three-year term ending June 30, 2023.

Mayor Tom,

I am interested in being Reappointed
to the Tree board for a second term.

Richard Linn

File Attachments for Item:

12. Appointment of LuAnne Engh to the Tree Board for a three-year term ending June 30, 2023.

Dear Council,

I'd like to renew my membership to the tree board. I have enjoyed the work we have started with continuous Arbor Day celebrations.

Thank you for your service to Laurel!

Sincerely,
LuAnne Engh

File Attachments for Item:

13. Appointment of Arthur Vogeles to the Library Board for a five-year term ending June 30, 2025.

Mayor Thomas C. Nelson and Members of the City Council

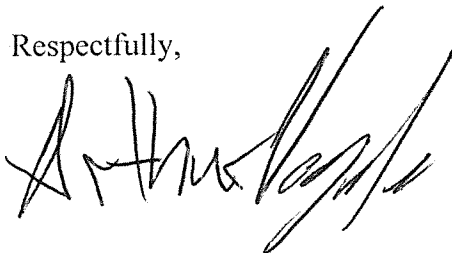
I would like to say thank you for the notification that my term on the board of trustees for the Laurel Public Library is expiring on June 30, 2020. I am petitioning both the City Council and Mayor Nelson for a reappointment to the Laurel Public Library Board of Trustees with the advice and consent of the Council.

I have received certification from the State Library during my appointment to the Board of Trustees and would like to continue to serve on the board for another term. I was able to help with community outreach on behalf of the Laurel Public Library. For example, I assisted in identifying a local organization that was in need of books that the library has been able to donate that have either not been checked out for some time along with any of the left over books that have been through a number of the book sales that the library has hosted as a fundraiser.

While on the Board of Trustees, I have been able to serve as the Federation chair for the South-Central Library Federation which increases representation and opportunities for the Laurel Public Library around the state of Montana. While being on the Board of Trustees, I have been able to learn things that I have been able to use in my professional life and have been able to help improve some of the programs and services that the library provides to the community. I have been able to help the library director identify safety issues that need to be addressed and helped with developing a plan of action to help correct those issues. Serving on this board has been a very rewarding experience and I hope to accomplish more for the library and Laurel community through a reappointment.

Again, I would like to thank the City Council and Mayor Nelson for the opportunity to serve on the Board of Trustees and would also like to thank you for your consideration of being reappointed as a trustee.

Respectfully,



Arthur Vogele

File Attachments for Item:

14. Appointment of Shane Linse to the Airport Authority for a five-year term ending June 30, 2025.

Shane Linse
PO Box 80193
Billings, MT 59108
shane@bigskycom.com
406-671-6105

April 14, 2020

Mayor Thomas Nelson
PO Box 10
Laurel, MT 59044

Mayor Nelson,

I would like to be request to renew my 5-year appointment that expires on June 30, 2020. I have been on the board since September 21, 2016 and have enjoyed my time working with everyone involved with the Laurel Airport. I would like to continue my service work with the Laurel Airport as there are lots of new and exciting things, we are working on to improve the existing facilities.

I have a hangar (2535 Leuthold) and 3 airplanes at the Laurel Airport. I am an active, flying pilot that is based out of Laurel and my private air strip west of Billings – FAA listed as MT40 Skywagon Ranch. I own and operate a telecommunications construction company for the last 20 years and provide business sense to the overall operation of the Airport. I would like to continue to help with the long-term future and success of the Laurel Airport.

Please feel contact me if you have any questions. Thanks for your time.

Sincerely,



Shane Linse

File Attachments for Item:

15. Resolution No. R20-33: A Resolution Awarding A Three-Year Contract With Olness And Associates For Auditing Services Through Fiscal Year Ending 2022 And Authorizing The Mayor To Sign Said Contract For The City Of Laurel.

RESOLUTION NO. R20-33

**A RESOLUTION AWARDED A THREE-YEAR CONTRACT WITH
OLNESS AND ASSOCIATES FOR AUDITING SERVICES THROUGH
FISCAL YEAR ENDING 2022 AND AUTHORIZING THE MAYOR TO SIGN
SAID CONTRACT FOR THE CITY OF LAUREL.**

WHEREAS, the City of Laurel desires to retain Olness & Associates, PC for auditing services pursuant to Montana law; and

WHEREAS, the City of Laurel desires to retain Olness & Associates for a term of three years and the proposed contract is attached hereto and incorporated herein, for the following cost:

- a. Fiscal year 07/01/2019-06/30/2020 contract price of \$16,000;
- b. Fiscal year 07/01/2020-06/30/2021 contract price of \$16,500; and
- c. Fiscal year 07/01/2021-06/30/2022 contract price of \$17,000.

Introduced at a regular meeting of the City Council on June 23, 2020, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 23rd day of June 2020.

APPROVED by the Mayor this 23rd day of June 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 3rd day of JUNE, 2020, by and among

OLNESS & ASSOCIATES, PC

Certified Public Accountant

("Contractor"),

CITY OF LAUREL

Governmental Entity

("Entity"),

and the **Montana Department of Administration, Local Government Services**, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. **The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.**

1. **Effective Date:** This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. **Audit Period and Payment:** This contract covers the following audit period(s):
JULY 1, 2019 to JUNE 30, 2022.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 16,000 for initial (or sole) audit covering 7/01/2019 to 6/30/2020.

\$ 16,500 for subsequent audit covering 7/01/2020 to 6/30/2021.

\$ 17,000 for subsequent audit covering 7/01/2021 to 6/30/2022.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. **Peer Review:** The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
- (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
 - (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
 - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph

12.A.; and

d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.

F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.

B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.

C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.

D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.

E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and

Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and

- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
- B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
- C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
- D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
- E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
- F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
- G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**

A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State's consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity's and the State's sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor's sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent

to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

OLNESS & ASSOCIATES, PC

Firm Name

By: _____

Authorized Representative

Date: _____

4/3
20

Governmental Entity

CITY OF LAUREL

Entity Name

By: _____

Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____

Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF LAUREL

Address: PO BOX 10 (Street Address or P.O. Box)
LAUREL, MT 59044 (City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR): OLNES & ASSOCIATES, PC

Address: 2810 CENTRAL AVE, STE B (Street Address or P.O. Box)
BILLINGS, MT 59102 (City/Town) (Zip Code)

CURT WYSS - curt@olnesscpa.com
Contact Person(s) and E-Mail Address(es)

- 1. Audit Period and Dates of Engagement:
A. This audit will cover the fiscal year(s) ending JUNE 30, 2020 (and ...).
B. Date to commence audit work: 11/30/2020
C. Date to submit final audit report to Entity and State: 6/30/2021

- 2. Time and Price for Engagement:
A. Estimated total hours - 215
B. Price for audit personnel \$ 16,000
Price for Travel
Price for typing, clerical and report preparation
Total price for this engagement \$ 16,000

3. The reporting entity contains the following discretely presented component units: NONE


4. Date Annual Financial Report or a trial balance will be available: AUGUST 2020
5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
ACCESS TO PHOTOCOPIER, INTERNET SERVICE AND SUITABLE WORKSPACE
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

OLNESS & ASSOCIATES, PC
Firm Name
By: 
Authorized Representative

Date: 6/3
20

Governmental Entity

CITY OF LAUREL
Entity Name
By: _____
Authorized Representative

Date: _____

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF LAUREL

Telephone: _____ Address: PO BOX 10
(Street Address or P.O. Box)
LAUREL, MT 59044
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : OLNESS & ASSOCIATES, PC

(406)252-6230 Telephone: _____ Address: 2810 CENTRAL AVE, STE B
(Street Address or P.O. Box)
BILLINGS, MT 59102
(City/Town) (Zip Code)

CURT WYSS (curt@olnesscpa.com)
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

- A. This audit will cover the fiscal year(s) ending

	JUNE 30,	2021 (and _____).
<i>(Month & Day)</i>	<i>(Year)</i>	<i>(Year)</i>
- B. Date to commence audit work: _____ 11/29/2021
- C. Date to submit final audit report to Entity and State: _____ 6/30/2022

2. Time and Price for Engagement:

- A. Estimated total hours - _____ 215
- B. Price for audit personnel \$ _____ 16,500
- Price for Travel _____
- Price for typing, clerical and report preparation _____
- Total price for this engagement \$ _____ 16,500

3. The reporting entity contains the following discretely presented component units: NONE

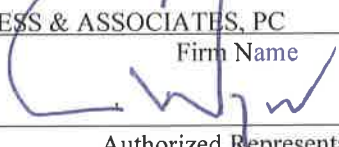
4. Date Annual Financial Report or a trial balance will be available: AUGUST 2021
5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
ACCESS TO PHOTOCOPIER, INTERNET SERVICE AND SUITABLE WORKSPACE
7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

OLNESS & ASSOCIATES, PC
 Firm Name
 By: 
 Authorized Representative

Date: 6/3/20

Governmental Entity

CITY OF LAUREL
 Entity Name
 By: _____
 Authorized Representative

Date: _____

**Montana Department of Administration,
 Local Government Services**

By: _____
 Approved By

Date: _____

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): CITY OF LAUREL

Telephone: _____ Address: PO BOX 10
(Street Address or P.O. Box)
LAUREL, MT 59044
(City/Town) (Zip Code)

Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : OLNESS & ASSOCIATES, PC

(406)252-6230 Telephone: _____ Address: 2810 CENTRAL AVE, STE B
(Street Address or P.O. Box)
BILLINGS, MT 59102
(City/Town) (Zip Code)

CURT WYSS (curl@olnesscpa.com)
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:
 - A. This audit will cover the fiscal year(s) ending JUNE 30, 2022 (and ____).
(Month & Day) (Year) (Year)
 - B. Date to commence audit work: 12/05/2022
 - C. Date to submit final audit report to Entity and State: 6/30/2023

2. Time and Price for Engagement:
 - A. Estimated total hours - 215
 - B. Price for audit personnel \$ 17,000
Price for Travel _____
Price for typing, clerical and report preparation _____
Total price for this engagement \$ 17,000

3. The reporting entity contains the following discretely presented component units: NONE

- 4. Date Annual Financial Report or a trial balance will be available: AUGUST 2022
- 5. Number of copies of audit report Contractor will provide to Entity: AS REQUESTED
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:

- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

OLNESS & ASSOCIATES, PC
 Firm Name
 By: _____
 Authorized Representative

Date: 6/3
20

Governmental Entity

CITY OF LAUREL
 Entity Name
 By: _____
 Authorized Representative

Date: _____

**Montana Department of Administration,
 Local Government Services**

By: _____
 Approved By

Date: _____