

Livingston Urban Renewal Agency Agenda



The regular meeting of the Livingston Urban Renewal Agency Committee has been scheduled for February 25, 2025 at 4:30 PM in Community Room, City/County Complex. This meeting will be facilitated by Allison Vicenzi.

<https://us02web.zoom.us/j/87895524901?pwd=VIVg1mioAswU1axnv9VvMhg3P2zH0y.1>

Meeting ID: 878 9552 4901
Passcode: 158035

1. Roll Call
2. Approval of Minutes
 - A. APPROVAL OF MINUTES FROM JANUARY 28, 2025, REGULAR MEETING**
3. New Business
 - A. APPROVAL OF CONTRACT WITH BRIANNE DOWNEY**
4. Old Business
 - A. DISCUSSION OF WARMING CENTER FUNDING**
 - B. CONSIDERATION OF DOWNTOWN ENHANCEMENT PROGRAM GUIDELINES**
5. Public Comments
6. Board Comments
7. Adjournment

File Attachments for Item:

A. APPROVAL OF MINUTES FROM JANUARY 28, 2025, REGULAR MEETING

Livingston Urban Renewal Agency Minutes



The regular meeting of the Livingston Urban Renewal Agency Committee has been scheduled for January 28, 2025 at 4:30 PM in Community Room, City/County Complex. This meeting will be facilitated by Allison Vicenzi.

<https://us02web.zoom.us/j/86928526857?pwd=WqKd2drdbZo4j7s1o5krE6MW5h1IxU.1>

Meeting ID: 869 2852 6857

Passcode: 991593

1. Roll Call

- Allison Vicenzi
- Lisa Garcia
- Julie Evans
- Sarah Knoebl
- Chris Raley
- Melissa Nootz

2. Approval of Minutes

A. APPROVAL OF MINUTES FROM NOVEMBER 26, 2024, REGULAR MEETING

Lisa motioned to approve minutes seconded by Julie. Unanimously approved.

3. New Business

A. ELECTION OF OFFICERS

Allison motioned for herself to remain Chair and Lisa remain as Vice Chair seconded by Julie. Unanimously approved.

Livingston Urban Renewal Agency Minutes

B. FAÇADE GRANT APPLICATION FOR 116 S. MAIN STREET

Ron Judkins introduced himself as the applicant for and gave a brief presentation of the project.

Allison questioned a portion of the application regarding interior finishing, and wondered if it would be façade related to the outside of the building due to strict rules in the grant process.

Ron clarified it is inner window frame work.

Melissa asked how misc. and dump charges go into the grant and how does city staff work with the URA to determine what qualifies.

The City Manager stated they are included in the grant program guidelines in the packet.

Allison asked about the overhead number listed in the application.

The City Manager reminded that per the guidelines that funds are for direct costs for the exterior work. He clarified that interior would not qualify for funds along with a few other things in the application.

Allison clarified that if the application is approved by URA today the applicant would work with city staff on funding and costs.

Chris asked about approving the application today and if amounts are able to change through the process.

Allison clarified the process being approval of application contingent upon the double check of allowable costs. She is not comfortable giving out a number today without the double check.

Ron, the applicant, asked about overhead being part of a typical part of a project.

The City Manager clarified that yes, it is, but the grant guidelines establish that this reimbursement is for direct cost, and overhead is considered an indirect cost.

Julie motioned to approve the application with what is allowable second by Sarah. Unanimously approved.

C. FAÇADE GRANT APPLICATION FOR 124 W. LEWIS STREET & 127 S. SECOND STREET

Warren Mabe introduced himself as the applicant for and gave a brief presentation of the project.

The City Manager disclosed that he had a clarifying conversation with the applicant and stated the applicants request is for the \$14,999 which is half of the total project.

Julie asked about the building and if the stone under the stucco is in good shape.

Warren, the applicant, stated there is no way of knowing.

Julie asked if the building to the right was added later.

Warren, the applicant stated, yes, it was added later on.

Livingston Urban Renewal Agency Minutes

Sarah asked if this building project has to go to Historical Preservation Commission.

The City Manager stated not for this specific project.

Melissa commented that Warrant and his wife are very familiar with downtown buildings, and trusts that Warren's intent for the project is for the long-term benefit of downtown Livingston.

Melissa motioned to approve this application seconded Chris. Unanimously approved.

D. DOWNTOWN MASTER PLAN IMPLEMENTATION GRANT PROGRAM

The City Manager stated the guidelines for the grant program come from the Downtown Master Plan and the guidelines are intended to provide small grants of money to the downtown area to help implement some of the projects and programs that come directly from the Downtown Master Plan. This item has been left open ended at this time pending URA input and the City Manager would like to reference projects that can be implemented within 90 days and would be limited to \$25,000 for 75% of project cost, whichever is lower, and will be a reimbursement program.

Allison asked about property interests and recalls discussing that this grant program would be great to use for engagement of the community for folks that don't own or rent property. She wondered how they could facilitate partnerships within the community between citizens and property owners.

Melissa asked for clarification on the perspective and how the citizen might be connect with the owner and asked the City Manager for a possible example.

The City Manager recalled the mural painted on the underpass where a school teacher approached the City about doing this work on a piece of property owned by the City.

Melissa asked what this looks like for property not owned by the City.

The City Manager stated he would encourage a direct conversation between citizen and private property owner.

URA members and the City Manager discussed finer details about connecting property owners and citizens.

Lisa expressed that reimbursements seem like a deterrent sometimes and wondered about switching it to a program for money upfront, or a combination of both. She also wondered if they could include inspirational ideas and samples within the guidelines as reference. She would like to see outreach plans for the URA.

The City Manager talked about the pros and cons to an initial grant program vs. reimbursement program and it will be considered for the guidelines.

Allison discussed and conversation Lisa had with the Downtown Master Plan consultants and they are willing to come give additional input to the URA for their role in the Downtown Master Plan. Allison feels this would be great to do and hopes to plan for this so everyone can come prepared for this presentation and discussion.

Sarah shared agreement with including examples in the application.

Livingston Urban Renewal Agency Minutes

Melissa expressed concern with a portion of the guidelines around URA members accessing a project and the timeline. She feels it seems out a line with other processes and procedures.

The City Manager stated it was pulled as something similar from another grant program, and intent is so URA is able to verify funds are being used appropriately. He confirmed they can bring back something with more clarity.

Melissa commented that she is excited to see the program happening.

Chris expressed that it will be great once it's implemented.

The City Manager brought up the topic of project implementation of 90 and asked for feedback on this.

URA members had a brief discussion and expressed it's a good starting point.

4. Old Business

A. WARMING CENTER DISCUSSION

The City Manager stated he has had some discussion about the warming center with HRDC and that it is funded to be open at least through March 7th. The hope was to operate the facility to the end of March, so they are missing funding for those last 3 weeks of March. He stated URA funds could be used to support the warming center as it does fall in the district.

Chris asked what the operating costs would be for the last 3 weeks.

Brian, from HRDC, stated it's about \$45,000 a month for shelter operations.

Julie reminded the shelter opened late this year.

Brian confirmed the usually like the season to November 1st to the end of March. He stated due to finding shortages they did not open until December 20th. He said fund raising is still happening in hopes to extend the end of March.

Julie asked how they would share funds with HRDC if they choose to do so.

The City Manager stated there would be an agreement places on a future agenda between the URA and HRDC.

Melissa asked how much the city is already providing HRDC.

The City Manager stated the amount is \$25,000 this year and last year each.

Melissa recalled the City supports multiple things for HRDC and asked for clarification on that.

The City Manager stated they not only support the warming center, but also the housing coordinator position that is \$25,000.

Melissa explained why she asked for clarification on what the City gives for HRDC and stated she likes to be mindful of what taxpayer dollars are used for and likes to provide big picture for situations like this.

Livingston Urban Renewal Agency Minutes

Allison expressed concern about reaching a decision about funding before the March 7th deadline and also supporting a project on a sustainable level for years to come not just a year by year basis with something like this.

The City Manager stated the high end of money that could be given to HRDC would be around \$33,000, but reminded they are able to declare a number they see fit for this situation.

URA members and Brian from HRDC talked about funding and what it takes to house people in the warming center each year.

Julie motioned to enter an agreement with HRDC for funding in the amount of \$35,000 that is subject to change upon further review seconded by Sarah. Unanimously approved.

5. Public Comments

6. Board Comments

Chris encouraged the community to look at the Downtown Master Plan.

Melissa thanked Planning Director Severson and the City Manager for working in all the places that board members cannot be.

7. Adjournment

6:03PM Allison motioned to adjourn seconded by Chris. Unanimously approved.

File Attachments for Item:

A. APPROVAL OF CONTRACT WITH BRIANNE DOWNEY



DATE: February 25, 2025
TO: URA Board Members
FROM: Grant Gager, City Manager
REGARDING: Contract with Brianne Downey for URA Support

Recommendation and Summary

Staff is recommending the Board approve a contract with Brianne Downey using the following motion:

"I move to approve the contract with Brianne Downey and authorize staff to sign."

The reasons for the recommendation are as follows:

- During the recruitment of new URA Board Members the Board discussed entering into a contract for services with Brianne Downey.
- Brianne Downey has experience with URA programs in other Montana cities.

Introduction and History

The URA has statutory authority to enter into contracts for service and has had a secretary to support the Board as recently as 2023. In late 2024, the Board discussed engaging Brianne Downey as a supporting resource to help develop and implement agency programs.

Analysis

The attached draft contract is presented in response to the Board’s discussion and includes a scope of services as Exhibit A which outlines the work to be performed.

Fiscal Impact

The contract establishes a maximum amount of \$25,000.

Strategic Alignment

The contract is intended to support the operations of the Board.

Attachments

- A: Draft Contract

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2025, by and between the LIVINGSTON URBAN RENEWAL AGENCY, with its principal business office located at 220 East Park Street, Livingston, Montana 59047 (hereinafter referred to as the “URA”), and BRIANNE DOWNEY, an individual, (hereinafter referred to as the “Contractor”; and together with the URA, the “Parties”).

RECITALS:

- A. The URA desires to utilize the knowledge and experience of CONTRACTOR.
- B. The URA desires to engage CONTRACTOR to support the work of the Board and Agency.
- C. The CONTRACTOR possesses the knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform the work and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. URA agrees to retain CONTRACTOR to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2 (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).
- 3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the CONTRACTOR agrees that all hiring will be on the basis of merit and qualifications and that the CONTRACTOR will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

4. NATURE OF RELATIONSHIP.

- a. The CONTRACTOR states that it is engaged in an established business or profession which is in no way affiliated with or connected to the URA, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The CONTRACTOR shall perform the Services as an independent contractor. The Parties agree that the URA is only interested in the end result of the Services, not in the method of performance, and as such, the CONTRACTOR has been and will continue to be free from the control or direction of the URA in the performance of this Agreement.
- b. CONTRACTOR shall not be considered an employee of the URA for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. CONTRACTORS are not subject to the terms and provisions of the URA's personnel policies and may not be considered a URA employee for workers' compensation or any other purpose.
- c. The CONTRACTOR shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the URA besides that of an independent contractor.
- d. The CONTRACTOR, its officers, agents and/or employees shall not have the authority to make representations on behalf of the URA, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the URA to any third person or entity.
- e. CONTRACTOR shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. The CONTRACTOR represents and warrants as follows:

- a. It agrees to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised by a professional consultant and in accordance with sound practices. In the event any

service is found to be out of conformance with the foregoing standards, the CONTRACTOR, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the situation.

- b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
- c. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the CONTRACTOR in performance of this Agreement.
- d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the CONTRACTOR, except for those members who are exempted by law. CONTRACTOR shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors.
- e. It has reviewed the contract documents related to the Services and this Agreement and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the URA or its officers, employees or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the URA will pay the CONTRACTOR, on a time and materials basis, a sum not to not to exceed twenty-

five thousand dollars (\$25,000.00). No hours or fees will be billed against this contract without prior written consent from the URA.

- b. The CONTRACTOR acknowledges that payments will be made only after approval by the URA.
 - c. The CONTRACTOR may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period and the total amount being billed.
 - d. In connection with obtaining payment under this Agreement, CONTRACTOR agrees to familiarize itself with, and agrees to be bound by, the URA's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The CONTRACTOR assumes responsibility for the late filing of a claim.
 - e. In the event the CONTRACTOR seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the CONTRACTOR must seek prior written authorization from the URA before such expenditure is incurred. If the CONTRACTOR fails to obtain prior written authorization, the CONTRACTOR shall not be entitled to payment for the unauthorized work, materials or services.
7. TERMINATION OF THIS AGREEMENT. The URA reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the CONTRACTOR. If termination is effected by the URA for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the URA for reasons of convenience, an equitable adjustment in the fee shall be made, including reasonable profit. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination. Upon termination, the CONTRACTOR will cease work and deliver to the URA all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the CONTRACTOR in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates and such other information and material accumulated or prepared as a result of this Agreement are the property of the URA, and the URA shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the CONTRACTOR for the specific purpose intended will be at the URA's sole risk and without liability or legal exposure to the CONTRACTOR. The URA hereby grants to the CONTRACTOR an unlimited, royalty-free, worldwide, non-exclusive license regarding such documents, design drawings, data, specifications and reports prepared by the CONTRACTOR as part of its services under this Agreement.

9. INDEMNIFICATION AND HOLD HARMLESS. The CONTRACTOR waives any and all claims and recourse against the URA, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the CONTRACTOR's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the URA or its officers, agents or employees. Further, the CONTRACTOR will indemnify, hold harmless, and defend the URA, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the CONTRACTOR's negligent performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the URA or its officers, agents or employees.

10. NOT USED.

11. CONFLICT OF INTEREST. The CONTRACTOR covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Services which would conflict in any manner or degree with the performance of the Services. The CONTRACTOR further covenants that, in performing this Agreement, it will employ no person who has any such interest.

12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

- 13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.

- 14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.

- 15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Services and supersedes all prior agreements and understandings between the Parties with respect to the Services.

- 16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

- 17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.

- 18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

- 19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of an third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first

having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the CONTRACTOR from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
- 21. LIAISON. The designated liaison with the URA is Grant Gager. The CONTRACTOR's liaison is Brianne Downey.
- 22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
- 23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- 24. CONTRACTORS. The CONTRACTOR shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall the CONTRACTOR have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The CONTRACTOR neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the URA and such contractor. The CONTRACTOR shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except the CONTRACTOR's own employees) at a project site or

otherwise furnishing or performing any construction work, or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by the CONTRACTOR.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

LIVINGSTON URA

BRIANNE DOWNEY

Grant Gager

Exhibit A

Scope of Services

The scope of services for this engagement is generally to support the operations and deliberations of the Board of the Livingston Urban Renewal Agency. The services contemplated by this engagement include, but are not limited to:

1. Support in the development of Agency policies, programs and budgets.
2. Review of applications submitted to the Board for recognized grant programs.
3. Research regarding policy proposals, industry best practices and other items of interest of the Board.
4. Review and inspection of records and other items related to agency-supported projects and programs.
5. Development of URA marketing materials and campaigns.
6. Representation of the URA in conferences and meetings, as directed by the Board.

File Attachments for Item:

B. CONSIDERATION OF DOWNTOWN ENHANCEMENT PROGRAM GUIDELINES



DATE: February 25, 2025
TO: URA Board Members
FROM: Grant Gager, City Manager
REGARDING: Downtown Enhancement Program Guidelines

Recommendation and Summary

Staff is recommending the Board review the draft Downtown Enhancement Program Guidelines. If suitable, the Board may approve the guidelines using the following motion:

"I move to approve the Downtown Enhancement Program Guidelines [as presented or with changes]."

The reasons for the recommendation are as follows:

- During the October 2024 meeting, Board Members discussed the creation of a grant program to support implementation of the Downtown Master Plan.
- Staff has updated the draft guidelines in response to comments at the January 28, 2025, meeting.

Introduction and History

The URA has adopted guidelines for two grant programs: the Façade Repair and Renovation Grant Program and the Residential Rehabilitation Grant Program. During its meeting in October 2024, the URA Board briefly discussed creating a small grant program to support implementation of the City’s Downtown Master Plan. At the Board meeting in January 2025, the Board provided guidance on draft guidelines.

Analysis

The attached draft guidelines are presented in response to those comments. The changes include: a direct grant option (in addition to the reimbursement); clarification on projects by non-property owners; addition of examples and Downtown Master Plan references; other clarifications as discussed by the Board.

Fiscal Impact

The grant program guidelines include two payment levels for a project.

Strategic Alignment

The program is intended to support the Downtown Master Plan implementation.

Attachments

- A: Revised Draft Guidelines

Livingston Urban Renewal Agency

**Downtown Enhancement Grant Program
Guidelines**

DRAFT

~~December 10, 2024~~February 2025

|

TABLE OF CONTENTS

- 1. **Background and Statement of Purpose**2
- 2. **Program Details**2
 - A. **Eligible Projects**.....2
 - B. **Project Funding**.....2
 - C. **Application Process**3
 - D. **Project Implementation**.....3
- 3. **Supporting Documents**.....3
 - A. **Application Form**.....4
 - B. **Project Evaluation Criteria**5
 - C. **Owner Participation Agreement**.....6

1. BACKGROUND AND STATEMENT OF PURPOSE

The 2003 Livingston Urban Renewal Plan identified policies and goals of the Urban Renewal District to help alleviate certain conditions within the District. The identified goals were organized into several topic areas including: infrastructure; transportation; community amenities and public facilities; commercial development; residential development; and other lands.

In 2024, the City of Livingston adopted a Downtown Master Plan which covers the Urban Renewal District. The [Downtown Master Plan](#) identifies improvements within the District which are categorized as:

- A. Land Use, Building Form and Activation
- B. Parks and Open Space
- C. Streetscape and Mobility
- D. Arts and Culture
- E. Economic Development and Housing
- E.F. [Third-spaces](#)

2. PROGRAM DETAILS

The Downtown Enhancements Grant Program is intended to provide a resource to encourage the implementation of the Downtown Master Plan elements in each of the categories identified above. The following provides guidance on several aspects of the program:

A. ELIGIBLE PROJECTS

1. The Program is intended to encourage the implementation of the City's Downtown Master Plan within the Urban Renewal District. Applicants must provide a direct linkage between their project and a recommendation from the Downtown Master Plan. Funding preference shall be given to projects that can be ~~implemented~~ [initiated](#) within 90 days of approval.
2. Applications must be submitted by parties with a real property interest (ownership or leasehold) in the affected property within the Urban Renewal District. Non-owners shall ~~have contractual care and control of~~ [provide approval from owners of](#) the subject property ~~that the improvements shall be maintained in-place~~ for a period ~~of~~ not less than ~~5~~ [three \(3\)](#) years from ~~application date~~ [project completion](#).
3. Projects must include all necessary permitting and regulatory requirements in their application.

B. PROJECT FUNDING

~~There are two program payment options:~~

1. ~~In the event a project approved funding reimbursement, the URA will reimburse the participant up to 75% of total project costs with a maximum grant amount of \$25,000 per project. The URA reimbursement will be based on actual costs incurred for the project. Reimbursement shall be made after completion of project work.~~

2. Direct Payment: In the event a project is approved for funding, the URA will reimburse participants for 100% of the project costs; provided, however, the total reimbursed project costs do not exceed two thousand and no/100 dollars (\$2,000.00).

C. APPLICATION PROCESS

- 1. Applications for funding shall include:
 - a. Description of location, including address within Urban Renewal District. Please include real property interest description (ownership or lease arrangement).
 - b. Description of project including plans, sketches and duration of project life.
 - c. Description of linkage to Downtown Master Plan recommendation.
 - d. Unexpired construction bids or product quotes for all work included in the project.
- 2. The Urban Renewal Agency Board shall review all applications from eligible projects using the established criteria.

D. PROJECT IMPLEMENTATION

- 1. Project Timelines
 - a. All projects shall ~~commence-be initiated~~ within ninety (90) days of award.
 - b. Reimbursement of costs shall occur after project completion and may occur over several years as agreed upon by the URA and Applicant.
- 2. Access to Site and Records
 - a. The Urban Renewal Agency ~~staff and consultants~~ shall have the right to access the project location and observe the progress of work with ~~not more than~~ five (5) days advance notice.
 - b. Access to all project records shall be provided to the Urban Renewal Agency upon request and not more than five (5) days after written request. Project records include those related to the construction cost and timeline.

3. SUPPORTING DOCUMENTS

The Following forms and documents are to be used in the Downtown Enhancement Grant Program. Such forms and documents may be updated from time to time and the Urban Renewal Agency should be consulted to ensure that the appropriate forms are being used.

A. APPLICATION FORM

Date: _____

Name of Applicant: _____

Email and Phone: _____

Project Location: _____

Anticipated Project Start: _____

Anticipated Project Completion: _____

Project Description (include work to be performed, duration of project life, project cost, [linkage to downtown master plan](#)):

Attach

1. Construction bids and/or product quotes.
2. Plans or sketches showing project details.
3. Proof of Real Property Interest (Ownership or Leasehold Interest).

I affirm that all information contained in the foregoing application to the Livingston Urban Renewal Agency's Residential Rehabilitation Grant Program is true and correct.

Printed Name of Applicant

Signature of Authorized Agent

B. PROJECT EVALUATION CRITERIA

The following criteria shall be used in the evaluation of applications to the ~~Residential Rehabilitation~~Downtown Enhancement Grant Program.

Criteria	Rating or Compliance (1 [low] to 10 [high])
Project Location <i>Projects must be located in Urban Renewal District.</i>	
Applicant Property Interest <i>Applicants must own or have an arrangement to utilize property, property interest in the subject property through either ownership or a lease.</i>	
Link to Downtown Master Plan Recommendation <i>Eligible Projects must tie to a recommendation in the Plan.</i>	
Reimbursement Amount and Percentage <i>The URA will reimburse the participant up to 75% of the total project costs up to \$25,000.</i>	
Project Commencement <i>All projects shall commence<u>be initiated</u> within ninety (90) days of award.</i>	

C. OWNER PARTICIPATION AGREEMENT

A sample Owner Participation Agreement is attached. Each project awarded funding from the Residential Rehabilitation Grant Program shall be subject to such an agreement.

D. EXAMPLES OF DOWNTOWN ENHANCEMENTS



Outdoor Parklets



Café and outdoor seating



Temporary Events



Outdoor Murals



Use of underutilized lots as pocket parks.



Public Amenities

Formatted: Font: 12 pt, Bold

Formatted: Heading 2, Numbered + Level: 1 +
Numbering Style: A, B, C, ... + Start at: 1 +
Alignment: Left + Aligned at: 0.25" + Indent at:

Formatted: List Paragraph

Formatted: Number of columns: 2

Formatted: Font: Century Gothic