

Livingston Urban Renewal Agency Agenda



<https://us02web.zoom.us/j/89693907833?pwd=O7t3T5IfXQsGpvzKLo9qJPluYdLUJX.1>

Meeting ID: 896 9390 7833

Passcode: 523794

The regular meeting of the Livingston Urban Renewal Agency Committee has been scheduled for August 25, 2026 at 4:30 PM in Community Room, City/County Complex. This meeting will be facilitated by Melissa Nootz.

1. Roll Call

2. Approval of Minutes

A. APPROVAL OF MINUTES FROM JUNE 23, 2026 REGULAR MEETING

3. New Business

A. FACADE REPAIR GRANT APPLICATION FOR 109 S. MAIN STREET MORDAM ART

4. Old Business

5. Public Comments

6. Board Comments

7. Adjournment

File Attachments for Item:

A. APPROVAL OF MINUTES FROM JUNE 23, 2026 REGULAR MEETING



A regular meeting of the Livingston Urban Renewal Agency was held June 23, 2026 in the Community Room of the City/County Complex at 414 E. Callender St. The meeting was facilitated by Vice Chair Sarah Knoebl.

1. **ROLL CALL** – Vice Chair Sarah Knoebl, Chris Raley, Julie Evans and Matt Whitman. Chair Melissa Nootz and Chad Johnson were excused. A quorum of the board was present. Staff: Planning Director Jennifer Severson, City Manager Grant Gager, and URA Advisor Brianne Downey.

2. APPROVAL OF MINUTES

A. APPROVAL OF MINUTES FROM APRIL 28, 2026 REGULAR MEETING – Knoebl and Evans identified minor corrections, including a wording correction and spelling correction of Knoebl's last name. Whitman motioned to approve the minutes as corrected, second by Raley. Motion passed 4-0.

3. NEW BUSINESS

A. EMPIRE THEATER APARTMENT ADDITIONAL GRANT FUNDS REQUESTED – Severson presented a request for an additional \$4,730 in Residential Rehabilitation Grant funds based on final project costs. The request included eligible costs that were not included in the original estimate and a \$180 correction to the amount previously approved. Staff explained that reimbursement will occur after required receipts are received and completion of the funded work is verified. A motion was made by Whitman to approve the additional \$4,730, seconded by Evans; motion passed 4-0.

B. DISCUSSION OF FY 2026-27 URA BUDGET

Gager reviewed the FY 2026-27 URA financial outlook and introduced Severson's expanded role in application review and meeting management, with Gager continuing to provide budget support. Downey was reintroduced as an advisory resource to the URA board. Staff estimated a beginning fund balance of approximately \$2.5 million and annual revenue of approximately \$1.35 million, primarily from tax increment revenue. The recommended budget includes approximately \$2.1 million in potential expenditures, but staff emphasized

that individual project funding remains subject to Board approval.

Potential projects discussed included downtown water, sewer and stormwater improvements, park and parking improvements identified in the Parks Master Plan, and future Civic Center needs. The Board discussed aligning future spending priorities with the Downtown Master Plan, Parks Master Plan and an update of the URA Plan, anticipated in FY 2026/27. Members also discussed whether existing Residential Rehabilitation and Downtown Enhancement program guidelines should be revisited based on participation levels.

Downey discussed examples of URA tools used in other Montana communities, including infrastructure grants, revolving loan funds, bonding and public-private partnerships. She offered to assist the Board with identifying and narrowing priorities for the upcoming URA Plan update. Staff also clarified that the URA's authority to collect tax increment is scheduled to end in 2034, while revolving loan funds or other revenue-generating assets could continue beyond that date. No formal action was requested or taken.

4. OLD BUSINESS – None.

5. PUBLIC COMMENTS – None.

6. BOARD COMMENTS

The Board asked whether URA programs may support public entities. Staff confirmed that eligible public projects within the district may receive URA support and discussed potential school district parking and tennis court improvements as examples.

Staff reported that the City has contracted with a new website provider capable of creating a branded URA webpage with meeting agendas, minutes, videos and project updates. Staff also confirmed that School Superintendent Chad Johnson has filled the school district seat on the Board. The Board discussed the existing URA boundary and the process for changing it; staff noted that the boundary has not been expanded and that any change would require City Commission action and could affect the tax increment base year. No action was taken.

7. ADJOURN – A motion to adjourn was made and seconded. Motion passed 4-0.

File Attachments for Item:

A. FACADE REPAIR GRANT APPLICATION FOR 109 S. MAINT STREET



Date: August 25, 2026
To: URA Board Members
From: Jennifer Severson, Planning Director
Regarding: Façade Grant Application for 109 S. Main Street

Façade Repair Grant Application

Recommendation and Summary

Staff recommends the Board approve the application for a Façade Repair and Renovation Program grant submitted by the owner of Mordam Art (Attachment A) and award funds in the amount of \$2,855 for a new awning to replace the existing damaged awning above the Mordam Art storefront at 109 S. Main Street. A recommended motion to approve the request is below:

"I move to approve a Façade Repair and Renovation grant award for awning above the Mordam Art storefront located at 109 S. Main Street for \$2,855."

The reasons for the transmittal are as follows:

- The project complies with the Façade Repair and Renovation grant guidelines.
- Funding for the grant remains in the URA budget for FY2027.

Introduction and History

The URA adopted guidelines for its Façade Repair and Renovation Grant Program (Attachment B) to provide financial assistance to property owners or tenants to repair or rehabilitate building facades within the district. The owner of Mordam Art wish to replace the existing wind-damaged awning above the business storefront to enhance its visual appeal and contribute to a more vibrant and inviting downtown environment.

Analysis

Projects that include exterior modifications to buildings within the Downtown Commercial Historic District must undergo design review by the City's Historic Preservation Officer (HPO) prior to submitting an application for URA grant funds. The City's HPO reviewed and approved the new awning fabric as proposed in the grant application, and finds the different awning material will help to differentiate Mordam Art from Pinky's Café, which shares the

façade of the building located at 109 S. Main Street. The total estimated cost of the project is \$5,709. Payout option 2 of the Façade Program (the Façade Grant Option) allows for grant funds up to 50% of the total project cost, up to \$100,000. The applicant request reimbursement in the amount of \$2,855, which is 50% of the total estimated project cost.

Fiscal Impact

Grant funding will be issued through the Façade Grant Option in the amount of \$2,855.

Strategic Alignment

The application is consistent with the grant program guidelines adopted by the URA Board.

Attachments

- A: Grant Application
- B: URA Façade Repair and Renovation Grant Guidelines

Livingston Urban Renewal Agency Grant Application

Applicant Organization: Mordam Art

Organization Tax Status: sole proprietor

Project Title: damaged awning fabric replacement

Key Contact (name, title, address, e-mail, phone): Bonnie Goodman, owner
112 E Gallatin St, Livingston, MT 59047

Project Start Date:

Project End Date: timing dependent on Signs of Montana.

Amount Requested: maximum allowable - total project cost is \$5,709

Breakdown of what the total will be used for:

Removal of steel frame and damaged awning.

Manufacture and installation of new fabric on existing frame.

Reattachment of original frame with new fabric.

See proposal from Signs of Montana attached.

From: [Joe Swindlehurst](#)
To: [Jennifer Severson](#); bonnie@mordamart.com
Subject: Bonnie Goodman"s application
Date: Wednesday, August 19, 2026 9:28:37 AM

Good Morning

Bonnie asked me to confirm our ownership of her building where she operates MoreDamArt. My two sisters and I own the building in an LLC called Benson's Landing.

Bonnie has shown me pictures of the awning she intends to put up and I approved it. Let me know if you need anything else. Joe Swindlehurst 406 222 2023

APPLICATION FORM

Due 10 days before the URA meeting at which the application will be discussed

Include substantiating documents, bids, etc. E-mail completed form and any budget and work-plan attachments to ura@livingstonmontana.org

APPLICANT ORGANIZATION NAME: Mordam Art (Bonnie Goodman, business owner)

PROJECT TITLE: Storefront awning fabric replacement

PROJECT SUMMARY:

Include a concise project description—including project goals and expected outcomes. Please also describe how it eliminates blight and/or increases the health and safety of the neighborhood.

Replacement of damaged awning fabric to improve Main Street storefront appearance.

See current photos and proposal for awning fabric replacement.

STATEMENT OF CONDITION/NEED:

Describe why this program or project is needed and include the following in your description:

- Nature of the condition/need that this project will address, including its impact on people and the local business environment. *The torn awning fabric is a blight to the Main Street storefront. The existing steel frame will remain unchanged.*
- Extent of the need this project will address.
 - Please cite sources of any data used in this section.

Replacement of the awning fabric will beautify the storefront and provide shade for visitors.

PROJECT WORK PLAN:

Describe the basic stages of your project development implementation, and evaluation.

- Include who (title and role) will be involved in carrying out the plans outlined in the request.
- Dates do not have to be specific, but include an estimate of number of days, weeks, or months of duration. *Dates are dependent on Signs of Montana scheduling.*
- Applicants may submit an attachment instead of responding to this section in the application. *See attached proposal from Signs of Montana.*

PROJECT BUDGET/FINANCIAL INFORMATION:

Provide a budget for this program or project and include:

- All expenses associated with the project. **\$5,709**
- All revenue sources, including the status of any proposals submitted to other funders. *n/a*
- Matching funds *If URA grant is approved, business owner will provide balance of funding to complete the project. Without the URA grant, business owner cannot afford to replace the awning.*
- In-kind and donated items and services. *n/a*
- Solicited bids and quotes for work to be completed. *

The URA encourages applicants to include a "budget note" discussing any budget components that need further explanation. Organizations may also want to describe program alternatives if all revenue expectations are not met.

** Please see attached proposal from Signs of Montana, which is the only current regional provider of this service.*

City of Livingston Historic Design Review Application Form

1. Applicant's Name: Bonnie Goodman

2. Location of Property

Street Address: 109 E Main St., Livingston, MT 59047

Business Name (if applicable): Mordam Art

3. Contact Information

Property Owner

Home Address: Joe Swindlehurst
222 S 5th St, Livingston, MT 59047

Phone Number: 406-222-2023

Email Address: joe@hswlegal.com

Primary Contact/ Applicant

Name: Bonnie Goodman

Address: 112 E Gallatin St., Livingston, MT 59047

Phone Number: 406-222-0321

Email Address: bonnie@mordamart.com

Secondary Contact

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

4. Project Information- please check all proposed exterior changes (attach necessary details to this form)

Signage Yes X No

Provide the following information for each new sign: a diagram of the sign that shows the size, color(s), material and location of the sign relative to the structure as well as how sign will be mounted/ anchored.

Lighting Yes X No

Show the location(s) of new light fixtures and attach the manufacturer cut sheet.

Paint/ Trim Yes X No

Show the location(s) of new paint/ trim work on the building and attach a paint sample (digital sample or photo OK).

Siding Yes X No

Show the location(s) of new siding and attach the manufacturer cut sheet.

Windows Yes X No

Show the location(s) of new windows and attach the manufacturer cut sheet.

Other Façade/ Exterior Improvements X Yes No

Describe and show the location(s) of additional improvements other than those listed above; provide details for the proposed work and attach manufacturer cut sheet(s) if available for design elements.

NOTE:

- Manufacturer cut sheets must include material and color details. Photos or detailed drawings may be substituted for manufacturer cut sheets.
- This information may be prepared by the applicant; it does not need to be prepared by a design professional.
- If design elements (paint color, siding material, light fixture, etc.) have not yet been finalized, please include all options being considered so they may be reviewed and approved to prevent unnecessary delays in your construction schedule.

I hereby certify that the information included in this application is true and accurate.

Bonnie Goodman
Applicant's Signature

8/12/2026
Date

To be filled out by the Planning Department

Design Review Complete? Yes No

Building Permit required? Yes No

EXISTING DAMAGED AWNING



PROPOSED AWNING FABRIC: Sunbrella Colonnade Juniper (4856-0000)





SIGNS OF MONTANA

400 E BRYANT, BOZEMAN, MT 59715

WWW.SIGNSOFMONTANA.COM | 406.586.8326

PROPOSAL

15

260279-02

Date: 08/18/2026

Expires: 09/21/2026

Drawing Numbers:

Project: Mordam Art / Pinky's
109 S Main St
Livingston, MT 59047

Client: Mordam Art
109 S Main St
Livingston, MT 59047

Contact: Bonnie 406-222-0321 bonnie@mordamart.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Item Total:
1. Re-Stretch Existing Awning: Mordam Art Awning	\$3,344.00
A. Remove existing awning fabric from existing awning frame.	
B. Manufacture and install one (1) new Sunbrella fabric awning cover on the existing awning frame.	
C. Overall awning size: 108" W x 173" L.	
D. Wall height: 49".	
E. Fabric: Sunbrella Colonnade Juniper (4856-000).	
F. Stretch and secure new fabric to the existing frame.	
G. Dispose of existing awning fabric.	
2. Remove & Reinstall Existing Awning: Mordam Art Awning	\$2,365.00
A. Remove one (1) existing awning and frame from the building.	
B. Transport the existing awning frame to Signs of Montana for re-skinning.	
C. Reinstall the existing awning frame with the new Sunbrella fabric cover upon completion.	
D. Secure awning to the existing mounting structure and verify proper tension and alignment.	
E. Include all labor, equipment, and standard installation hardware required for removal and reinstallation.	

Deposit Rate: 50%

Deposit: \$2,854.50

Subtotal: \$5,709.00

Total: \$5,709.00

Notes: Prices are based on available information given at the time and are subject to change. Installation dates are subject to weather, permitting, and material availability. Final designs will be based on the approved proposal, and all sign(s) will be manufactured in accordance with the final drawings.

Salesperson: Emma Nelson

Buyer_____Seller_____



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PROPOSAL

16

260279-02

Date: 07/22/2026

Expires: 08/21/2026

Drawing Numbers:

Project: Mordam Art / Pinky's
109 S Main St
Livingston, MT 59047

Client: Mordam Art
109 S Main St
Livingston, MT 59047

Contact: Bonnie 406-222-0321 bonnie@mordamart.com

Proof Approval & Design Responsibility: Customer approval confirms that all artwork, layout, colors, dimensions, and text for any signage, graphics, vinyl, printing, or services provided by Signs of Montana are correct and final. By approving a proof, proposal, service order, or by paying a deposit, the customer authorizes Signs of Montana to proceed based on the approved design, layout, and scope of work. Any changes requested after approval will be subject to additional charges and may delay production or installation. Digital proofs, renderings, and computer-generated layouts are approximations and may vary from the finished product due to materials, lighting, fabrication methods, printing processes, surfaces, and installation conditions.

Exclusions: Sign permits, structural engineering, traffic control equipment, and permits are not included unless specifically stated. Electrical services to the proposed sign(s), unless quoted, are assumed to be existing or provided by others. Blocking, framing, or backing required for installation is assumed to be existing or provided by others unless specifically stated. Any specialty equipment, excavation, or unforeseen requirements will be billed as additional service. Exact color matches are not guaranteed due to production variations. Signs damaged during shipping or after installation, unless caused by a covered defect, are not covered. Primary electrical power: One dedicated 120V/20-amp circuit supplying no other load is required for illuminated signs. The customer is responsible for providing breaker numbers and identifying the correct breaker location. Surface Conditions: Signs of Montana is not responsible for the condition, integrity, or suitability of any wall, glass, vehicle, paint, EIFS, stucco, brick, metal, or other surface to which graphics, signage, or mounting hardware are applied. Removal or installation may result in damage including paint removal, adhesive residue, cracking, or delamination. Surface repair or restoration is not included unless specifically stated. Hidden or Unknown Conditions: Signs of Montana is not responsible for unforeseen conditions including buried utilities, inadequate foundations, concealed electrical, structural deficiencies, undocumented site conditions, or subsurface obstructions. Any additional labor, equipment, engineering, or materials required due to such conditions will be billed as additional service. Private Utilities & Locates: Signs of Montana is not responsible for locating or identifying privately owned utilities. The customer is responsible for identifying and marking all private electrical, irrigation, lighting, data, gas, or other utilities prior to excavation or installation. Damage to unmarked or improperly marked private utilities is not the responsibility of Signs of Montana. Any resulting delays, repairs, or additional work shall be billed as additional service. Irrigation & Sprinkler Systems: Signs of Montana is not responsible for damage to irrigation or sprinkler systems, including underground lines, heads, valves, wiring, or controls, resulting from excavation, installation, service work, or driving or positioning equipment on lawns or landscaped areas. It is the customer's responsibility to identify, mark, and protect all irrigation and sprinkler components prior to work commencing. Any repairs, restoration, or delays related to irrigation or sprinkler systems shall be billed as additional service.

Salesperson: Emma Nelson

Buyer _____ Seller _____



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PROPOSAL

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260279-02

Date: 07/22/2026

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109 S Main St
Livingston, MT 59047

Client: Mordam Art
109 S Main St
Livingston, MT 59047

Contact: Bonnie 406-222-0321 bonnie@mordamart.com

Warranty: Window, Door, and Vehicle Graphics: 3-month warranty from installation against defective materials and workmanship when installed by Signs of Montana. Illuminated Signage: Vinyl Components: 12-month warranty from installation against defective materials and workmanship when installed by Signs of Montana. Electrical Components & Other Parts: 12-month warranty against defective materials and workmanship. All warranties are non-transferable and limited to repair or replacement at the sole discretion of Signs of Montana. Damage caused by normal wear and tear, environmental exposure, weather, improper care, cleaning methods, chemicals, pressure washing, third-party modification, or vandalism is excluded. Failure to properly maintain signage may void warranty coverage.

Terms: A 50% deposit is required prior to commencement of work, with the balance due upon completion. A 3% credit and debit card processing fee applies to all card payments. Signage remains the property of Signs of Montana until paid in full. A monthly interest rate of 1.5% applies to past-due balances. Signs not picked up or installed within 30 days of completion may be subject to storage fees or considered abandoned. All completion photos remain the property of Signs of Montana and may be used for marketing or portfolio purposes. Signs of Montana shall not be liable for indirect, incidental, or consequential damages. Delays caused by weather, material shortages, labor issues, freight issues, or acts of God do not constitute breach of contract. Installation, Reinstallation, Service & Site Access: Any relocation, removal, reinstallation, or return trip required due to site changes, customer request, access restrictions, or conditions not present at the time of installation, reinstallation, or service shall be billed as additional service. The customer is responsible for providing clear, safe, and unobstructed access to all signage installation areas at the scheduled time. Delays or additional trips caused by restricted access, unprepared surfaces, lack of utilities, or other site conditions may result in additional charges. Code Compliance & Authority Having Jurisdiction: Pricing and designs are based on the information available at the time of quoting and current code interpretations. Requirements imposed after approval by building officials, landlords, engineers, or other authorities — including size, height, electrical, structural, or permitting changes — are not included and will be billed as additional service. Ownership, Removal & Abandoned Signage: All signage remains the property of Signs of Montana until paid in full. If payment is not received, Signs of Montana reserves the right to remove or disable signage without liability. Signs left unclaimed or not scheduled for installation or pickup within 30 days of completion may be deemed abandoned and may be disposed of or resold at Signs of Montana's discretion without credit or liability. Cancellation & Project Delays: Orders that have been approved, released to production, or scheduled for installation may not be cancelled without written approval from Signs of Montana. If a project is cancelled, delayed, or suspended after work has begun, the customer is responsible for all costs incurred to date including design, materials, labor, permits, and any non-refundable or custom-fabricated items. Deposits are non-refundable once production has commenced. Supply Chain & Vendor Delays: Signs of Montana is not responsible for delays, defects,

Salesperson: Emma Nelson

Buyer_____Seller_____



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PROPOSAL

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260279-02

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Client: Mordam Art
109 S Main St
Livingston, MT 59047

Contact: Bonnie 406-222-0321 bonnie@mordamart.com

or failures caused by third-party manufacturers, freight carriers, or suppliers. Lead times and delivery dates are estimates and may change due to supply chain disruptions beyond our control. Limitation of Liability: In no event shall Signs of Montana's total liability exceed the amount paid by the customer for the specific work giving rise to the claim. Holiday & Production Schedule: Production and installation schedules may be adjusted during holidays. Signs of Montana observes major federal holidays, and lead times may change due to staffing or supplier availability. Governing Law & Attorney Fees: This agreement shall be governed by the laws of the State of Montana. In the event of any dispute, claim, or action arising from this agreement, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and collection expenses.

Salesperson: Emma Nelson

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance _____ Title _____ Date _____

Livingston Urban Renewal Agency

GUIDELINES FOR URBAN RENEWAL AGENCY FAÇADE REPAIR AND RENOVATION PROGRAMS

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- III. Program Details
- IV. Miscellaneous Terms & Conditions
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I. PURPOSE AND OVERVIEW

The Montana Legislature declared the prevention and elimination of blighted areas to be a matter of state policy and state concern in order that the state and its municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, are conducive to fires, are difficult to police and to provide police protection for, and, while contributing little to the tax income of the state and its municipalities, consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities. Therefore, the Legislature empowered municipalities to create urban renewal districts whereby the municipalities could fight the spread or further deterioration of blighted areas.

The City of Livingston created an urban renewal district (the "District") in 2003 upon determining certain areas of Livingston were blighted. The District is administered by the Livingston Redevelopment Agency, commonly known as the Urban Renewal Agency (the "URA"), and is benefitted by tax increment financing. Having access to TIF funds, the URA sought to implement a program or programs through which it could remove, remediate and prevent blighted areas in the District. The programs set forth and detailed in this document are aimed at accomplishing the URA's goals of blight removal, remediation and prevention.

Namely, the programs provide financial assistance to property owners and/or tenants who desire to repair or rehabilitate the façades of buildings and properties within the District.

Those interested in acquiring funding for façade projects should become familiar with this document. Applicants will be required to comply with and follow the process set forth herein. Interested parties with questions or concerns should contact the City offices at (406) 222-2005.

II. PRELIMINARY ELIGIBILITY REQUIREMENTS

The following criteria will apply to every proposed project, considered façade repair or rehabilitation.

- Projects must constitute façade repair or rehabilitation. The term “façade” is defined as the portion of a building that faces the public right-of-way and is fronted by a sidewalk or other pedestrian pathway, or that portion of a building that faces an alley and contains a public entryway. Examples of a façade improvement projects include, but are not limited to, painting, pressure-washing of walls, brick and mortar repair, gutter work, or removal of old signage. (*Note: The purchase and installation of new signage is not contemplated under the program.*)

- Every application for funding must be made in the name of the building owner or a building tenant. If the building tenant makes an application, the tenant's application must include the building owner's written consent allowing the tenant to participate in the specific program. Any application made by a tenant without the express written consent of the building owner will be summarily denied.

- The proposed project must be for an improvement to a building or buildings located in the District. Single-family properties are not being considered for the program at this time. Properties on which taxes are delinquent will not be considered for funding. Similarly, properties which are encumbered by construction or mechanic's liens will not be eligible. Applicants must obtain all necessary permits and inspections, and pay any associated fees.

- Each and every proposed project must first be approved by the Historical Preservation Committee if within the Historic District. Failure to obtain such approval will result in the application being summarily rejected.

- Applications will be considered based on work commenced within eighteen (18) months of the date of approval from the Historical Preservation Committee if within the Historic District.

- By making an application, an applicant acknowledges (1) it is bound by the terms and conditions of the respective program applied for, and (2) it fully and completely understands its duties and obligations under the program applied for.

- Every application for funding must be accompanied by (2) contractor's bids plus an itemized cost of materials. (Please note that applicants are permitted to perform work associated with the proposed project; however, funds will not be paid to reimburse the applicant for personal time or volunteer time spent on the project.)

Grant applications will be judged on the following specific criteria detailed questions:

CRITERIA FOR URBAN RENEWAL AGENCY FAÇADE GRANT PROGRAMS

1. Has the proposed project been approved by the Historic Preservation Board if within the Historic District?
2. Will the proposed project bring into repair, a property suffering from blight, dilapidation, or substandard conditions?
3. To what extent will the completed project address unsanitary conditions, unsafe conditions, or threats to the public health, safety, morals, or welfare?
4. To what extent will the completed project address issues of economic or social liability?
5. To what extent will the completed project positively benefit the general public?
6. To what extent will the completed project lead to an appreciation of property values within the Urban Renewal District and thus lead to increased tax revenue?
7. To what extent will the completed project enhance the local economy?

8. Is there a workable feasible plan to make available adequate housing for any persons displaced by the project?
9. To what extent will the completed project create housing opportunities?
10. To what extent will the completed project reduce, prevent, abate, or eliminate pollution?
11. When compared with grants previously awarded under the same or a similar program, is the amount requested or awarded proportionate, fair, equitable, and just?
12. Do the total project costs appear to be in line with local norms for a project of the type? In other words, do the project costs appear to be overly expensive considering the size, scope, and measure of the work to be done?
13. Does the proposed project appear to be extravagant, wasteful, or lavish?
14. Prior to project completion, what portion of the total taxable value of the Urban Renewal District does the proposed project site comprise?
15. Other than those benefits already discussed in connection with the above questions, what benefits or positives will the completed project bring to the City of Livingston and/or the Urban Renewal District?
16. What potential problems or negatives, if any, will the completed project bring to the City of Livingston and/or the Urban Renewal District?
17. If funds are granted, what amount of program funds will be available for future urban renewal projects in the Urban Renewal District?
18. Are other projects and/or entities requesting program funds from the Urban Renewal Agency at the time of the present request?
19. Does the Urban Renewal Agency anticipate that other projects and/or entities will request program funds in the foreseeable future?
20. If the Urban Renewal Agency awards some or all of the requested funds, do the project sponsors acknowledge that misuse of the funds may be actionable under the Montana False Claims Act?
21. If the Urban Renewal Agency awards some or all of the requested funds, are the project sponsors willing to sign the required program contract?

III. PROGRAM DETAILS

1. FUNDING OPTIONS. The URA offers several funding options for applicants seeking

to improve a property by way of façade repair or rehabilitation improvements. Façade repair or rehabilitation projects may be eligible for funding under the “Façade Program.”

- a. Façade Program. Applicants can request a one hundred percent (100%) payout (the “Façade Payout Option”), or **up to a 50%** grant (the “Façade Grant Option”). Each option is described in detail below.
 - i. Façade Payout Option. 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 one thousand and no/100 dollars (\$1,000.00).
 - ii. Façade Grant Option. In the event a project is approved for funding, the URA will reimburse the participant **up to 50%** of the total project costs up to \$100,000. The URA will calculate the reimbursement amount (the amount that is **up to 50%** of the total project costs) by using the accepted bid for the project, after subtracting any other grants received by the participant.
 - Façade Grant Option Application Review. The following items (and others) will be considered in the grant application review process: (1) project scope; (2) previous grants or loans the applicant has received from the URA; (3) overall impact upon the District and other business owners in the District.

IV. MISCELLANEOUS TERMS AND CONDITIONS

1. TOTAL FUNDS AVAILABLE. Prior to the end of each fiscal year, the URA shall determine funding levels for the next fiscal year. The funding level for each fiscal year shall be approved by the Livingston City Commission. Fiscal years are determined by the City of Livingston's fiscal year calendar. Funds will be expended on approved projects on a first-come, first-served basis.
2. PROJECT COMMENCEMENT. Although projects can begin before URA approval, it is best to come to the URA first to see if your project would qualify since the grant is a payback after work is completed and cost verified.
3. PROJECT COMPLETION. All projects awarded funding hereunder shall be completed within eighteen (18) months after the date on which the applicant receives a notice to proceed from the URA. After eighteen months, additional approval is required.
4. PAYMENT. With respect to funds due under the Façade Payout Option or Façade Grant Option the URA will make the reimbursement payment to the participant only after: (1) the project is complete; (2) the participant has presented the URA with receipts and/or invoices evincing the total project costs, and the receipt and distribution of grant funds (if any); (3) the URA, in its sole and absolute discretion, is satisfied the project was completed in accordance with all terms and conditions of the program; (4) all inspections required by law are complete. *Note:* The participant is responsible for paying all contractors, material suppliers, and vendors.
5. URA'S ACCESS TO PROJECT SITE AND RECORDS. By participating in the Façade

Program, participants grant the URA access to the project site, and to all

documents associated with the project or projects the URA is funding, including, but not limited to, communications, accounting records, plans, drawings, and invoices from contractors, subcontractors or material suppliers, and informed of any other grant applications and grants awarded for this project from sources outside the URA. Participants shall make the project site and/or such paperwork available to the URA within five (5) days of receiving a request for production or inspection from the URA. If a participant fails to provide access to the project site or the documents requested, the URA may, in its sole and absolute discretion, pull funding for the project or projects.

6. ADDITIONAL LIMITATIONS ON ELIGIBILITY.

- a. Façade Program. Applicants are eligible for only one (1) source of funding under the Façade Program in any given fiscal year. That is, if an application is approved for participation in the Façade Payout Option, the applicant is not eligible for participation in the Façade Grant Option, and vice versa. Further, applicants cannot receive more than one (1) Façade Payout or more than one (1) Façade Grant in the same fiscal year. A single project is eligible for only one (1) Façade Payout or one (1) Façade Grant, not both or more than one (1) of either.

7. SOURCES OF FUNDING. Projects will be funded through tax increment financing realized from within the District.

8. COMPLIANCE WITH LAW. All projects must be undertaken in compliance with local ordinances and state and federal law.

9. NON-DISCRIMINATION. Each participant must agree that all hiring in connection with approved project(s) will be on the basis of merit and qualifications and that

the participant will not discriminate on the basis of race, color, religion, creed,

political ideas, sex, age, marital status, physical or mental disability, or national origin.

10. PREVAILING WAGES. Participants agree all laborers shall be paid the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site.
11. VOLUNTARY CONDITION. Participants are encouraged to display a sign (provided by the URA) for twelve (12) months after project completion that indicates funds from the City of Livingston and the URA were used on the project.
12. SEVERABILITY. Each provision of this document is intended to be severable. If any provision of this document 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 document.
13. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this document are inserted for convenience or reference only and shall not constitute part of this document 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.
14. COMPUTING TIME. For the purpose of calculating time under this document, 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.

V. APPLICATION PROCESS

1. Application Submission. After gathering the information required to be provided in connection with the application, interested parties shall submit an application to the URA which will review the application to make sure it complies with all requirements. Applications for the Livingston Redevelopment Agency Façade Program are available on the City of Livingston's website at www.livingstonmontana.org. The completed application shall be accompanied by the following:
 - a. Five copies of the selected bid for each aspect of the proposed project;
 - b. Five copies of detailed drawings, plans or specifications for the proposed project;
 - c. If a tenant is the applicant, a letter from the building owner demonstrating approval of the tenant's participation in the program;
 - d. Any and all documents related to grant and/or funding programs the applicant has applied for or received for the project that are unrelated to the programs described herein;
 - e. Completion of Budget Information Sheet; and
 - f. Documentation demonstrating project approval from the Historical Preservation Committee.
2. URA Meeting Attendance. Upon approval of the application, applicants should attend the URA's next regularly-scheduled meeting to present the proposed project to the URA board. Interested parties should be prepared

for a detailed discussion and questions regarding the proposed project. The application will then be placed on the agenda for the URA's next regularly-scheduled meeting as a consent item to be approved or denied by vote of the URA board.

3. Program Agreement Execution. If the URA approves the project for funding, participants will be required to enter into and execute a written agreement with the City of Livingston establishing the terms and conditions for participation in the specific program.

APPLICATION FORM

Due 10 days before the URA meeting at which the application will be discussed

Include substantiating documents, bids, etc. E-mail completed form and any budget and work-plan attachments to ura@livingstonmontana.org

APPLICANT ORGANIZATION NAME:

PROJECT TITLE:

PROJECT SUMMARY:

Include a concise project description—including project goals and expected outcomes. Please also describe how it eliminates blight and/or increases the health and safety of the neighborhood.

STATEMENT OF CONDITION/NEED:

Describe why this program or project is needed and include the following in your description:

- Nature of the condition/need that this project will address, including its impact on people and the local business environment.
- Extent of the need this project will address.
 - Please cite sources of any data used in this section.

PROJECT WORK PLAN:

Describe the basic stages of your project development implementation, and evaluation.

- Include who (title and role) will be involved in carrying out the plans outlined in the request.
- Dates do not have to be specific, but include an estimate of number of days, weeks, or months of duration.
- Applicants may submit an attachment instead of responding to this section in the application.

PROJECT BUDGET/FINANCIAL INFORMATION:

Provide a budget for this program or project and include:

- All expenses associated with the project.
- All revenue sources, including the status of any proposals submitted to other funders.
- Matching funds
- In-kind and donated items and services.
- Solicited bids and quotes for work to be completed.

The URA encourages applicants to include a "budget note" discussing any budget components that need further explanation. Organizations may also want to describe program alternatives if all revenue expectations are not met.

Grant Eligibility

The URA will review each application on its merits. By law, priority will be given to programs that:

- Rehabilitate or re-develop blighted areas
- Provide public improvements
- Repair or rehabilitate deteriorated or deteriorating structures
- Improve infrastructure, facilities, and equipment leading to an increase in the health and safety of the downtown district

Cover Sheet Information to include:

Applicant Organization:

Organization Tax Status:

Project Title:

Key Contact (name, title, address, e-mail, phone):

Project Start Date:

Project End Date:

Amount Requested:

Breakdown of what the total will be used for:

For further details on urban renewal, see [Title 7 Chapter 15](#), Parts 42 & 43 of the Montana Code Annotated.