



## Livingston Urban Renewal Agency Meeting Agenda

A regular meeting of the Livingston Urban Renewal Agency Meeting Committee has been scheduled for April 19, 2023 at 4:30 PM in Community Room, City/County Complex, and Zoom. This meeting will be facilitated by Allison Vicenzi.

Join Zoom Meeting:

<https://us02web.zoom.us/j/87117006436?pwd=KytOQ2tIcUM4bHZWNGQyS0s0NSs5QT09>

Meeting ID: 871 1700 6436

Passcode: 085128

One tap mobile

+1 669 900 6833 US (San Jose)

1. Roll Call

2. Approval of Minutes

**A. APPROVAL OF MARCH MINUTES**

3. New Business

**A. CONSIDERATION OF FACADE GRANT APPLICATION FROM LIVINGSTON DEPOT.**

4. Old Business

**A. DISCUSS APPLICATIONS FOR VACANCIES FOR THE UNEXPIRED TERM ENDING JUNE 30, 2025.**

**B. CONSIDERATION OF RESIDENTIAL REHABILITATION GRANT PROGRAM DRAFT GUIDELINES.**

5. Public Comments

6. Board Comments

7. Adjournment

**File Attachments for Item:**

**A. Approval of March Minutes**

**LIVINGSTON URBAN RENEWAL AGENCY**  
**REGULAR MEETING March 15th, 2023, 4:30 P.M.**

**MINUTES**

1. Roll Call: [] Allison Vicenzi, Lisa Garcia, Rick VanAken, Grant Gager, Christina Nelson

2. Approve meeting minutes for February 15<sup>th</sup>, 2023 meeting []

Moved By: Rick, Second by: Allison All in Favor

3. New Business: []

A. Renew Christina Nelson as Secretary

Moved by: Rick, Second by: Lisa All in Favor

B. Residential Rehabilitation Program:

Grant gave back ground of the URA Goals and Guidelines, and now looking at the future with what the good use of the funds could be, so talked about the discussion of the previous meeting on housing, what units fit, application period with guidelines, on eligibility with requirements the right use of the funds along with if it would be a one year reimbursement or multiple year reimbursement

There were multiple public comments about how great this would be for our community, businesses that need employees that can't find housing, or any that they can afford so this could be good for lower income families, how it is a good place for connection with employment and access to other things within walking distance, some had said that downtown is good for multiuse of these

buildings, but not the right place for lower income families, that there should not be vacation rentals allowed in these housing areas, and that parking could be an issue they would have to deal with, some building requirements could make things harder also such as the fire restrictions between 2<sup>nd</sup> & 3<sup>rd</sup> floors. There were comments about these old buildings needing so much other work to even keep them standing or make them be a safe place, before you could even look at doing any of those types of things with the building, others that mentioned other buildings or lots in town that could be used to provide low income housing or even spots that could help with the parking area issues, they even mentioned about how they have a place for housing, but can't afford to make it happen. There was a group that spoke about how they can help with these programs with low interest loans and HRDC also offered their assistance with management of these properties if the owners didn't want the headache of rentals.

It was mentioned that other comments could be sent to the city email address

Boards discussion on this after public comments was about the requirements of long term or short term and who would follow up on regulating them, and how it only makes sense and how having commercial on the bottom and housing above would work well and even about underground parking, and about how the parking could be handled case by case. That the Façade would have a shorter application window to be able to look at all projects and know the limits of what's coming. Talked about how down payments are a huge issue to keep in mind, and focus on in the district area and then can maybe talk about moving out later.



Looking at case by case on affordability in activation any unused space into housing.

Grant mentioned that he will put all the information together that was gathered from this meeting

C. Interview 2 Candidates for Open Board Seats:

Moved all others to the next meeting, ended up short of time

4. Old Business: []

Moved all others to the next meeting, ended up short of time

5. Public Comments []

Moved all others to the next meeting, ended up short of time

7. Board Comments []

Moved all others to the next meeting, ended up short on time

Adjourn: At 5:35 PM      Moved by Rick, Second by Lisa      All in Favor

Submitted by Christina Nelson

[nelson0603.cn@gmail.com](mailto:nelson0603.cn@gmail.com)      (406)223-8518

Next scheduled meeting will be April 19th, 2023 4:30 p.m.

**File Attachments for Item:**

**A. CONSIDERATION OF FACADE GRANT APPLICATION FROM LIVINGSTON DEPOT.**



L I V I N G S T O N

# DEPOT CENTER



## Façade Improvement Project

**Applicant Organization:** The Livingston Depot Foundation, Inc.

**Organization Tax Status:** 501(c)3

**Project Title:** Façade Improvement Project

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

Laura McCarthy Cota  
Executive Director  
P.O. Box 1319/ 200 West Park Street  
director@livingstondepot.org  
406-222-2300

**Project Start Date:** April 2023

**Project End Date:** September 2023

**Amount Requested:** \$27,260

**Breakdown of what the total will be used for:**

Concrete work as noted on site map attached.

**Contents:**

- Application.....p2
- Project Budget .....p4
- Site Map .....p5
- Photo Documentation .....p6
- Landlord Approval .....p10
- Received Bids .....p11



## APPLICATION:

**APPLICANT ORGANIZATION NAME: Livingston Depot Foundation, Inc.**

**PROJECT TITLE: Livingston Depot Façade Improvements**

### PROJECT SUMMARY:

The Livingston Depot is seeking assistance to protect the iconic buildings at the center of downtown Livingston by improving drainage to halt the deterioration of the historic brick structures, and address public safety concerns. As the anchor of the local historic district and downtown business district, the Livingston Depot is often the first structure visitors see. The Livingston Depot Foundation needs the assistance of the Urban Renewal Agency in order to improve visitors' first impression of the Depot, and the town. The Depot Façade Improvement Project will address areas that significantly detract from what should be the pride of downtown Livingston.

Inadequate drainage has not only created eyesores and accessibility issues, it is also causing brick deterioration, and even some settling of the iconic structures within the Depot complex. Drainage at the intersection of the colonnade and the auxiliary buildings needs to be addressed. A trench drain in the concrete between the baggage building (currently the Gourmet Cellar) will remove standing water from the base of the building and drain it to the parking lot entrance. The intersection between the Beanery building and the colonnade is unsightly dirt resulting in the pooling of runoff, and causing significant deterioration of the brick and some settling of the columns. Filling this area with an appropriately graded concrete slab will reduce deterioration of the original brick façade and prevent future collapse by maintaining the structural integrity of the columns. The Depot will conduct minor structural stabilization to re-level a light stanchion in the courtyard that is independent of any other structure.

Through the American Rescue Plan Act, the Depot is currently undertaking a significant project to provide accessible bathrooms in both the Beanery and the main Depot building. This community investment will do little good if the accessibility issues outside the buildings are not addressed.

In order to improve accessibility (and weathering) to the Northern Pacific Beanery, removal and replacement of the front entrance sidewalk is needed. The owners of the Northern Pacific Beanery generously provide after-hours parking for their neighbors and their customers. Unfortunately, this increased use has caused large potholes at the entrance and exit to the parking lot. Not only are the potholes unsightly, vehicles are causing slumping in the sewage pipes below. Installation of appropriate concrete aprons will prevent future damage to the sewage lines.

The west entrance of the Depot has similar issues—aging asphalt and poor drainage leaves the designated parking for persons with disabilities completely inoperative after any rain, snowmelt, or even after the sprinklers run. The Depot plans to overlay this asphalt to provide proper drainage and the appropriate number of accessible parking spaces. Failure to provide 1 van accessible parking spot, and at least 1 additional accessible spot, jeopardizes public safety and subjects the Depot Foundation to significant liability.

As a nonprofit whose mission includes, "promoting tourism and economic development through the operation and use of the Livingston Depot Center," we strive to stimulate the local economy through the Depot Museum and community events that bring residents and visitors downtown. The Depot Façade Improvement Project helps the Depot and the Urban Renewal Agency fulfill their missions by increasing accessibility, improving substandard conditions, and addressing the agents of deterioration that put these magnificent structures at risk.

**STATEMENT OF CONDITION/NEED:**

The Depot has served as a welcome center and gateway to the region for over a century. Its stunning architecture evokes a sense of free-spirited adventure in today’s travelers by celebrating the opulence of vintage travel to Yellowstone National Park, dude ranches, and the Rocky Mountain West. Visitors also see the Depot, with its convenient parking, as a launch point for visits to the charming small town of Livingston—perusing shops, grabbing a bite, and even deciding to spend the night. The needs identified in this project directly align with the stated goals and objectives of the City of Livingston growth policy to preserve the town’s unique character through its historic quality, and art and culture. The prominence of the Depot in downtown Livingston, and the visibility of this project will increase the marketability and outreach of not only the historic depot, but charming downtown Livingston.

According to the National Park Service Preservation Brief, “Holding the Line: Controlling Unwanted Moisture in Historic Buildings,” effective exterior drainage and eliminating low spots around building foundations is paramount to protecting historic structures. The goal of the Livingston Depot Façade Improvement Project is to both preserve the iconic Depot buildings and address the eyesores of improper drainage, while improving the health, safety, and accessibility of the visitors.

**PROJECT WORK PLAN:**

The Livingston Depot Board of Trustees, and the executive director, have worked to restore and improve the historic structure for the benefit of residents and visitors to this unique place. A historic preservation effort of this scale can be understandably overwhelming, especially for a small nonprofit with limited staff. In order to preserve this building for generations to come, the organization takes a wholistic view at restoration and rehabilitation needs and phases its efforts into manageable steps. SMART criteria are applied to this process in order to determine projects that are Specific, Measurable, Achievable, Relevant, and Traceable. The Depot Façade Improvement Project identifies specific areas of blight within the large complex and reasonable solutions to ameliorate future deterioration. Photo documentation after the proposed improvements will show effective drainage away from the structures, and immediate improvements to this gateway property.

The Livingston Depot plans to commence and complete the Façade Improvement Project during the spring of 2023. Areas of needed concrete work, needed asphalt work, and other improvements are identified on the attached map. The proposed concrete work is estimated to take a total of 14 working days and 5-7 days to cure. The proposed asphalt installation is estimated to take 4 working days, and 4 days to harden. It is anticipated that work requiring heavy equipment will be consecutive to reduce mobilization costs, but the Depot plans to work within the contractors’ schedules and temperature requirements. In preparation for the summer season and in anticipation of an increase in visitors for years to come, Depot staff, including the Facilities Manager and Executive Director, as well as volunteers will complete repairs to the Beanery vestibule, repair of the Park Street doors, and assist contractors as needed during the spring of 2023.

Livingston Depot Foundation - Façade Improvements						
Project Budget						
Provider	Budget Line Item Description for this Request	Estimated Expenses	Amount Requested from Urban Renewal Agency	Percent of total expense	Organizational Match	Percent Matched
<b>A. Personnel</b>						
Livingston Depot Foundation	Financial Management and Administration (50 hours @ \$30/hr+ 10% employer FICA and WC)	\$1,650.00	\$0.00	0%	\$1,650.00	100%
Livingston Depot Foundation	Project Management (50 hours @ \$25/hr+ 10% employer FICA and WC)	\$1,375.00	\$0.00	0%	\$1,375.00	100%
Livingston Depot Foundation	In-Kind Façade Repairs (Supplies listed separately) (100 hours @ \$25/hr+ 10% employer FICA and WC)	\$2,250.00	\$0.00	0%	\$2,250.00	100%
<b>Total Expenses Personnel</b>		<b>\$5,275.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$5,275.00</b>	<b>100%</b>
<b>B. Contracted Services</b>						
Vance Concrete	150SF Concrete pad install on the backside of Beanery to help stop water leak	\$5,560.00	\$5,560.00	100%	\$0.00	0%
Vance Concrete	Removal and Replacement of front entrance sidewalk in front of the Beanery	\$12,240.00	\$10,000.00	82%	\$2,240.00	18%
Vance Concrete	Install New Concrete pad on east side of the Beanery building in front of kitchen access door	\$2,900.00	\$2,900.00	100%	\$0.00	0%
Vance Concrete	Install trench drain between existing concrete sidewalk	\$5,300.00	\$5,300.00	100%	\$0.00	0%
Vance Concrete	Concrete aprons and curb install on the two entrances to the Beanery parking lot	\$10,800.00	\$3,500.00	32%	\$7,300.00	68%
Fahn's Asphalt	Asphalt prepping and overlay Depot Museum Entrance	\$10,150.86	\$0.00	0%	\$10,150.86	100%
Yellowstone Structural Repair	Stabilization of sinking Light Stanchion in Courtyard	\$1,566.75	\$0.00	0%	\$1,566.75	100%
<b>Total Expenses Contracted Services</b>		<b>\$48,517.61</b>	<b>\$27,260.00</b>	<b>56%</b>	<b>\$21,257.61</b>	<b>44%</b>
<b>C. Equipment/Supplies</b>						
Livingston Depot Foundation	Repair Beanery Vestibule	\$800.00	\$0.00	0%	\$500.00	63%
Livingston Depot Foundation	Repair Doors to Garbage Corral	\$500.00			\$500.00	
Livingston Depot Foundation	Refinish Depot Museum Doors on Park Street	\$300.00		0%	\$300.00	100%
<b>Total Expenses Equipment</b>		<b>\$1,600.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$1,300.00</b>	<b>81%</b>
<b>Total Estimated Project Costs</b>		<b>\$55,392.61</b>	<b>\$27,260.00</b>	<b>49%</b>	<b>\$27,832.61</b>	<b>51%</b>

**Budget Notes:**

\*Organization Match includes cash contributions from organizations and community members reserved for building maintenance and preservation.

The Livingston Depot Foundation assumes all maintenance costs and long-term management of the project. Operating expenses and maintenance costs are not included in the project budget.

Amount requested from URA and other pending sources are estimated from quotes obtained through professional contractors. (Only in-kind services and supplies directly related to the project are included. All other in-kind support including volunteers are not included in project budget.)

Bids for services were solicited from the following companies. Due to high demand and worker shortages, the Depot received a limited number of responses. Rather than jeopardizing the success of the project, the Depot Foundation would like to accept and move forward with the reasonable bids that are in line with local norms.

Service	Company	Bid Status
Concrete	Vance Concrete 45 Windy Hills Road Livingston, MT 59047	Solicited on: 3/16/2023 Status: Received
Concrete & Asphalt	High Country Paving 5200 Thorpe Rd. Belgrade, MT 59714	Solicited on: 4/11/2023 Status: Not Yet Received (Expected 4/12/2023)
Concrete	Fridley Construction 10 Industrial Park Rd Livingston, MT 5904	Solicited on: 4/7/2023, 3/29/23, 2/13/23 Status: Not Yet Received
Asphalt	Fahn's Asphalt PO Box 321 Reed Point, MT 59069	Solicited on: 4/4/2023 Status: Received
Structural Stabilization	Yellowstone Structural Systems, LLC 77 Riverway Rd Belgrade MT 59714	Solicited on: 2/23/2023 Status: Received
Structural Stabilization	Hill Masonry 868 Parkway Ln. Billings, 59101	Solicited on: 3/1/2023 Status: Not Yet Received

# Site Map



Concrete Work Needed



Asphalt Work Needed



Other Needs As Identified

Image Source: Google Earth





**Figure 1:** Standing Water and Brick Damage to the Livingston Depot Baggage Building. Cutting a trench drain A trench drain in the concrete between the baggage building (currently the Gourmet Cellar) will remove standing water from the base of the building and drain it to the parking lot entrance.



**Figure 2:** Tilting light stanchion due to settling. The Depot will conduct minor structural stabilization to re-level a light stanchion in the courtyard that is independent of any other structure.









**Figure 5:** Improper drainage at the Livingston Depot Beanery Building. Pooling runoff is causing significant deterioration of the brick and some settling of the columns. (The Depot Foundation fixed cracks in the colonnade during the 2016 Save America’s Treasures “Roof Project;” but did not address the drainage issues.) Filling this area with an appropriately graded concrete slab will reduce deterioration of the original brick façade and maintain the structural integrity of the colonnade.



**Figure 6:** Improper drainage at the Livingston Depot Beanery Building. According to the National Park Service Preservation Brief, “Holding the Line: Controlling Unwanted Moisture in Historic Buildings,” effective exterior drainage and eliminating low spots around building foundations is paramount to protecting historic structures.





**Figure 7:** Improper drainage at the Livingston Depot Beanery Building. Appropriately graded concrete will reduce water seepage into the foundation of historic structure, improve accessibility for persons with disabilities, and reduce blight.



**Figure 8:** Potholes causing damage to sewer lines. The owners of the Northern Pacific Beanery generously provide after-hours parking for their neighbors and their customers. Unfortunately, this increased use has caused large potholes at the entrance and exit to the parking lot. Not only are the potholes unsightly, vehicles are causing slumping in the sewage pipes below. Installation of appropriate concrete aprons will prevent future





**Figure 9:** Other façade improvements include repair of Northern Pacific Beanery entrance, repair of Depot Museum Park Street Doors, repair of garbage coral doors.



# LIVINGSTON Montana

April 12, 2023

Urban Renewal Agency  
City of Livingston

**RE: Letter of Approval for Livingston Depot Foundation**

Dear Urban Renewal Agency Board,

On behalf of the City of Livingston, owner of the former Northern Pacific Railway Company’s passenger station depot for which Urban Renewal Agency Façade Repair and Renovation Grant Program assistance is being sought, I am pleased to provide this letter of approval for the façade improvement project proposed by the Livingston Depot Foundation, Inc.

The City recognizes the significance of the Depot Center, both as an anchor building to our downtown historic district, and also as a national treasure. The initial restoration work completed on the Depot, subsequent improvement projects, and its use as both a museum and community center has inspired restoration of other buildings in the City’s historic district.

The Livingston Depot Foundation has successfully completed several large-scale infrastructure projects to improve the historic structure, and we applaud the Depot Foundation for prioritizing the aesthetic, accessibility and deterioration issues caused by improper drainage.

The City is in full support of the Livingston Depot Foundation’s application for funding assistance to the Urban Renewal Agency Façade Repair and Renovation Grant Program in order to address this important issue.

Sincerely,

Grant Gager  
City Manager

# ESTIMATE

**Tyler Vance DBA Vance Concrete**  
45 windy hills road  
Livingston, MT 59047

vanceconcretemt@gmail.com  
(406) 220-1888



## Livingston Depot

**Bill to**  
Livingston Depot  
200 west park street  
Livingston, MT 59047 USA

**Estimate details**  
Estimate no.: 1082  
Estimate date: 04/05/2023

Product or service Amount

1. \$0.00

150SF Concrete pad install on the backside of Beanery to help stop water leak

**Job description:**

Install approximately a 9'x17' concrete pad on the backside of the beanery between the wall of the building and the sidewalk that is under the canopy. The area concrete is planned to go is currently grass and the plan is to remove grass and excavate top soil to account for gravel subbase as well as new concrete.

**Scope of work**

- Remove grass/soil where new concrete is going and haul away
- Excavate sub-grade to account for new 4" bed of gravel base material for new concrete
- Compact subgrade
- Place 4" gravel base for new concrete
- Fine grade gravel to account for 4" thick new concrete
- Compact gravel base
- Place perimeter forms for new concrete
- Place 1/2 rebar 2' O.C (on center) for new concrete
- Place and finish new concrete

**Overview of materials to be used**

- approx. #2cy of 4000psi concrete
- approx. #10' 1/2 pieces of rebar
- approx. #2cy gravel
- curing compound
- penetrating sealer

Estimated time to complete the project is 2 working days

2. \$0.00

Removal and Replacement of front entrance sidewalk in front of the Beanery

**Job description:**

Remove and replace the existing sidewalk/walkway and handicap ramp on the front entrance of the Beanery on the east side of the door entry. The existing measurements of concrete to be removed replaced are approximately 8'6" x 27' on the front and 8'6" x 26' on the east side where the front of the sidewalk wraps around. The total Square Footage is approximately 450SF. The plan is to place the new concrete to same

dimensions as the old with minor variances.

Scope of work

Remove old concrete and haul away

If there is no existing suitable subbase (no gravel or crushed road mix) under old concrete Excavate sub-grade to account for new 4" bed of gravel base material for new concrete

Compact subgrade

Place 4" gravel base for new concrete

Fine grade gravel to account for 4" thick new concrete

Compact gravel base

Place perimeter forms for new concrete

Place 1/2 rebar 2' O.C (on center) for new concrete

Place and finish new concrete

Apply curing compound on need concrete

Wait 30 days for concrete to cure then pressure clean new concrete and apply a penetrating sealer.

Note: Foot traffic can be allowed on new concrete 2 days after pour but it is recommended that nothing heavy be dragged across the new concrete until at least a week of curing after it was poured to avoid scuff marks and gouges.

Overview of materials to be used

approx. #7cy of 4000psi concrete

approx. #27' 1/2 pieces of rebar

approx. #6cy gravel

curing compound

penetrating sealer

Estimated time to complete the project is 5 working days

3.

\$0.00

Install New Concrete pad on east side of the Beanery building in front of kitchen access door

Job description:

Remove existing pavers in front of the kitchen access door and replace with new concrete. The measurements of new concrete pad to be placed in front of kitchen access door is approximately 10'x 28'. The total Square Footage is approximately 280SF.

Scope of work

Remove old pavers and haul away

If there is no existing suitable subbase (no gravel or crushed road mix) under old pavers Excavate sub-grade to account for new 4" bed of gravel base material for new concrete

Compact subgrade

Place 4" gravel base for new concrete

Fine grade gravel to account for 4" thick new concrete

Compact gravel base

Place perimeter forms for new concrete

Place 1/2 rebar 2' O.C (on center) for new concrete

Place and finish new concrete

Apply curing compound on need concrete

Wait 30 days for concrete to cure then pressure clean new concrete and apply a penetrating sealer.

Note: Foot traffic can be allowed on new concrete 2 days after pour but it is recommended that nothing heavy be dragged across the new concrete until at least a week of curing after it was poured to avoid scuff marks and gouges.

Overview of materials to be used

approx. #4cy of 4000psi concrete

approx. #20' 1/2 pieces of rebar

approx. #4cy gravel

Curing compound

Penetrating sealer

Estimated time to complete the project is 3 working days

4.

\$0.00



Install trench drain between existing concrete sidewalk

Job description:

Cut out a existing section of concrete sidewalk that is next to the winery and basement stairs where water pools up and place a trench style drain with a grate on top that will drain out onto the surface of the parking lot. Repour new concrete around trench drain. Approximate dimensions of concrete to be cut out for new trench drain is 2'x15'. Total SF approximately 30SF.

Scope of work

- Cut out old concrete and haul away
- Dig out subbase to account for depth of trench drain
- Place and secure trench drain
- Place and finish new concrete between existing concrete and trench drain
- Apply curing compound on new concrete
- Wait 30 days for concrete to cure then pressure clean new concrete and apply a penetrating sealer.

Note: Foot traffic can be allowed on new concrete 2 days after pour but it is recommended that nothing heavy be dragged across the new concrete until at least a week of curing after it was poured to avoid scuff marks and gouges.

Overview of materials to be used

- approx. #.5cy of 4000psi concrete
- approx. #2' 1/2 pieces of rebar
- approx. #.5cy gravel
- approx 15' of prefabricated trench drain
- curing compound
- penetrating sealer

Estimated time to complete the project is 3 working days

5.

\$0.00

Concrete aprons and curb install on the two entrances to the Beanery parking lot

Job description:

Remove the two existing asphalt aprons and replace them with concrete aprons on the two entrances from the street into the Beanery parking lot. Install concrete curb in front of both aprons approximately 26' long by 16" wide. The approximate measurements of asphalt aprons to be removed and replaced are approximately 26'long and 10' wide The total Square Footage of both new aprons is approximately 590 SF. Only one apron will be removed and poured at a time in order to keep access to parking lot open.

Scope of work

- Remove old asphalt apron and haul away
- If there is no existing suitable subbase (no gravel or crushed road mix) under old asphalt Excavate sub-grade to account for new 4" bed of gravel base material for new concrete
- Compact subgrade
- Place 4" gravel base for new concrete
- Fine grade gravel to account for 6" thick new concrete
- Compact gravel base
- Place perimeter forms for new concrete
- Place 1/2 rebar 2' O.C (on center) for new concrete
- Place and finish new concrete
- Apply curing compound on need concrete
- Wait 30 days for concrete to cure then pressure clean new concrete and apply a penetrating sealer.

Note: Vehicle traffic can be allowed on new concrete 5 days after pour but it is recommended that heavy trucks such as semis stay off for 7 days

Overview of materials to be used

- approx. #12cy of 4000psi concrete
- approx. #35' 1/2 pieces of rebar
- approx. #8cy gravel
- curing compound
- penetrating sealer

Estimated time to complete the project is 4 working days

6. **Sales**

\$36,800.00

The total estimated cost for project as stated above for line items one through five is

---

**Total**

**\$36,800.00**

---

### Note to customer

**Disclaimer/contingency**

Half down (\$18,400) of the total estimated cost (\$36,000) is due at the start the project. The remaining half of estimated cost is due within 14 days after completion of project. Failure to issue payment will result in a lien of the property.

Material costs subject to change based on market fluctuations.

Estimated cost does not cover additional labor or materials should unforeseen problems (unsuitable soil, clay, concrete that is being removed that is thicker in depth then 5")or inclement weather conditions (snow, cold weather, rain) that occur following the start of the project. Not liable for deicer salt damage, spalling, or cracks.

Fahn's Asphalt  
 PO Box 321  
 Reed Point, MT 59069  
 Jon- (406)698-8027  
 Fahnsasphalt@gmail.com

Name/Address
Livingston Depot Baggage Side Lot

Date	Estimate No.	Project
03/04/23	2331	

Item	Description	Quantity	Cost	Total
	Lot on Baggage Side			
Labor	Cleaning, sweeping and prepping the lot for asphalt and seal. 1 whole day will probably be required.	1	1,500.00	1,500.00
Asphalt	Overlay an area of 23X65 with 2 inches of asphalt, to repair damage as well as improve drainage of the parking area. Will require 18.688 ton of asphalt.	18.688	70.00	1,308.16
Hauling	Trucking of asphalt from batch plant in Belgrade.	8	150.00	1,200.00
Labor	Labor required to hand lay the 18 ton of asphalt and seal entire lot of 5,745 sq. ft. Will require 1 whole day.	1	1,500.00	1,500.00
Miscellaneous	Tack and miscellaneous supplies for overlay	1	250.00	250.00
Sealing	Sealant required to seal and protect entire lot. 5,745 sq. ft.	5,745	0.46	2,642.70
Equipment	Equipment required for the overlay. Skidsteer, roller and wacker	1	1,750.00	1,750.00
			<b>Total</b>	<b>\$10,150.86</b>

# High Country Paving, Inc.

5200 Thorpe Rd  
Belgrade, MT 59714  
406-388-9707  
406-388-0724  
gm@highcountrypaving.com



**Prepared For:**  
Kent Garwick  
108 W Park St  
Livingston, MT 59047  
406-210-0222

**Attention:**  
Kent Garwick

**Project Address:**  
Train Station  
108 W Park St  
Livingston, MT 59047

## ASPHALT - CONCRETE

Thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

**\*Bid's Are valid for (30) day's from date received.**

- Bid's are for the 2023 construction season, for concrete and asphalt installation. Pricing on all bids are subject to increase due to Material Price increases and Inflation increases

**\* Warranty:**

- This work is covered by a 2 year Warranty.
- Application of all warranty provisions is conditional upon full payment of the contract.
- Warranty does not cover failure of asphalt due to base work not installed by High County Paving, Inc.

**Please review the proposal and feel free to call with any questions.**

<b>REMOVE ASPHALT AREA 1,095 SQ FT</b>	<b>\$6,000.00</b>
--	-------------------

Saw cut and remove asphalt, haul off and dispose of asphalt.

<b>ASPHALT INSTALLATION</b>	<b>\$10,895.25</b>
-----------------------------	--------------------

*Install 1,095 Square Feet, to a depth of 3.00 inches, at \$9.95 per square foot.*

- *This is performed by installing a new layer of hot mix asphalt over the existing stone surface.*
- *The new asphalt will be installed at the above depth using a self-propelled paving machine and will be compacted to achieve a smooth and uniform surface.*
- *We recommend the freshly paved area be kept free of traffic for a minimum of 24 hours to allow the new asphalt time to cure.*
- *Excluded is responsibility for ponding water or poor drainage in areas where the grade is less than 1%*

<b>SEAL COAT</b>	<b>\$3,100.00</b>
------------------	-------------------

Seal Coat 4,700 Square Feet

<b>PARKING LOT STRIPING</b>	<b>\$1,500.00</b>
-----------------------------	-------------------

*Parking lot striping with handicap symbols*

- *We will furnish and install parking lot striping with handicap symbols with latex paint*
- **80** linear feet of 4" line striping with latex paint (2 coats)
- **1** each handicap symbols with latex paint
- *We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.*



**Bid does not include the following:**

- Fee's or Permits for applicable County, State or Local agencies
- Survey or construction staking
- Traffic control
- Testing of asphalt or concrete
- Testing of any sub base
- Site prep for asphalt or concrete (other then specified above)

\*\*\*\* Bid includes one mobilization / demobilization per trade: additional mob charge will be added at a rate of \$2,500.00 per mobilization.

High Country Paving, Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of **\$21,495.25**

Client Signature: \_\_\_\_\_ Today's date: \_\_\_\_\_

# High Country Paving, Inc.

5200 Thorpe Rd  
Belgrade, MT 59714  
406-388-9707  
406-388-0724  
gm@highcountrypaving.com



**Prepared For:**  
Kent Garwick  
108 W Park St  
Livingston, MT 59047  
406-210-0222

**Attention:**  
Kent Garwick

**Project Address:**  
Beanery  
108 W Park St  
Livingston, MT 59047

## ASPHALT - CONCRETE

Thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

**\*Bid's Are valid for (30) day's from date received.**

- Bid's are for the 2023 construction season, for concrete and asphalt installation. Pricing on all bids are subject to increase due to Material Price increases and Inflation increases

**\* Warranty:**

- This work is covered by a 2 year Warranty.
- Application of all warranty provisions is conditional upon full payment of the contract.
- Warranty does not cover failure of asphalt due to base work not installed by High County Paving, Inc.

**Please review the proposal and feel free to call with any questions.**

**REMOVE MATERIAL 380 SQ FT (NEW CONCRETE BEHIND THE BUILDING) \$4,700.00**

Remove 6" of material, haul off and dispose of.

**SITE PREP WORK 380 SQ FT (NEW CONCRETE BEHIND THE BUILDING) \$1,007.00**

Site Prep Work for Asphalt

- Furnish and Install 5 Tons on 1-1/2 inch road Mix
- Place and compact 1-1/2 inch road mix 2 inches deep on 380 square feet
- Final grading for drainage and paving

**4" CONCRETE \$4,560.00**

*Install 380 square feet, 4 inch depth, poured concrete.*

- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- **To Protect Your Concrete Surfaces:** We recommend Not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.

**REMOVE CONCRETE AREA 560 SQ FT \$5,400.00**

Saw Cut Concrete at shed and Remove Concrete , Haul off and Dispose of Concrete



**4" CONCRETE**

\$6,720.00

Install **560** square feet, **4** inch depth, poured concrete.

- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- **To Protect Your Concrete Surfaces:** We recommend Not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulfate, use plain sand. Apply a concrete sealer for protection periodically.

**REMOVE ASPHALT AREA 300 SQ FT (150'X2') BOTH ENTRANCES**

\$7,600.00

Saw cut and remove asphalt and 3 inches of material under asphalt, haul off and dispose of asphalt and material and Re compact material for concrete.

**CONCRETE APRON INSTALL (2'X150')**

\$6,150.00

Install **300** square feet up to **6** inch depth poured concrete with Bar.

- We will furnish and install new concrete material on grade using an air entrained approved concrete mix.
- The concrete will be floated, troweled, control joints scored, broom-finished and expansion joints will be installed as required.
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.
- **To Protect Your Concrete Surfaces:** We recommend Not use deicers during the 1st year. Never use deicers containing sodium, calcium, ammonium nitrate or ammonium sulphate. Use plain sand , apply a concrete sealer for protection periodically.

**REMOVE ASPHALT AREA 540 SQ FT**

\$5,500.00

Saw cut and remove asphalt 3 different locations (146 Sq Ft, 215 Sq Ft, 180 Sq Ft)

**ASPHALT INSTALLATION**

\$4,050.00

Install **540** Square Feet, to a depth of **3.00** inches, at **\$7.50** per square foot.

- This is performed by installing a new layer of hot mix asphalt over the existing stone surface.
- The new asphalt will be installed at the above depth using a self-propelled paving machine and will be compacted to achieve a smooth and uniform surface.
- We recommend the freshly paved area be kept free of traffic for a minimum of 24 hours to allow the new asphalt time to cure.
- Excluded is responsibility for ponding water or poor drainage in areas where the grade is less than 1%

**SEAL COAT**

\$5,800.00

Seal Coat **12,260** Square Feet

**PARKING LOT STRIPING**

\$2,600.00

Parking lot striping with handicap symbols

- We will furnish and install parking lot striping with handicap symbols with latex paint
- **400** linear feet of 4" line striping with latex paint (2 coats)
- **2** each handicap symbols with latex paint
- We are not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete.

PREPARED BY: Brian Stewart

PROPOSAL TOTAL: \$54,087.00

Bid does not include the following:

- Fee's or Permits for applicable County, State or Local agencies
- Survey or construction staking
- Traffic control
- Testing of asphalt or concrete
- Testing of any sub base
- Site prep for asphalt or concrete (other then specified above)
- cold weather concrete cost
- Concrete washout basin and/or concrete disposal
- Piping for heated concrete
- Insulation for heated concrete
- Hardware, excavation, drilling or base prep (except as noted above)

\*\*\*\*Concrete Winter Work Pricing will be an Additional Charge\*\*\*\*\*  
\*\*\*\* Pump truck to be billed at a rate of \$2,500.00 per day as required\*\*\*\*  
\*\*\*\* Bid includes one mobilization / demobilization per trade: additional mob charge will be added at a rate of \$2,500.00 per mobilization.

High Country Paving, Inc. proposes to furnish material and labor to perform the work outlined herein for the sum of **\$54,087.00**

Client Signature: \_\_\_\_\_ Today's date: \_\_\_\_\_





**YELLOWSTONE**  
STRUCTURAL SYSTEMS

**Prepared by:**  
Timothy Canning  
C (406)-595-7212  
tim@yellowstonestructural.com  
  
Yellowstone Structural Systems, LLC  
www.yellowstonestructural.com  
TF (888) 479-PIER  
O (406) 587-2903  
License# 207749

**Prepared for:**  
Kent Garwick  
facilities@livingstondepot.org  
P (406) 210-0222

**Job location:**  
200 W. Park Street  
Livingston, MT 59047

**Prepared on:**  
2-23-23

## Project Summary

DSC 4'	\$1,566.75
Total Investment	\$1,566.75
<b>Total Contract Price</b>	<b>\$1,566.75</b>
Deposit Required - 40%	\$626.70
Deposit Paid	\$0.00
<b>Amount Due Upon Installation</b>	<b>\$1,566.75</b>

## Customer Consent

Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal may be withdrawn if not accepted by the Customer within 30 days. Yellowstone Structural Systems, LLC (YSS) cannot be held responsible for defects that are concealed from our inspection personnel. In some cases, such concealment is unintended by the client and simply results from failure to fully disclose cosmetic or other work that has been performed. To avoid this, we rely on you to inform us of all prior work that has been performed which might reduce our ability to accurately identify and evaluate problems in your home or facility. Our inspection, consultation, and repair approach will be based on items in plain-sight and assumptions made based on typical construction practices. No destructive or exploratory methods will be conducted without your knowledge and approval. Unforeseen conditions during construction can result in changes to our approach and project costs.

**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

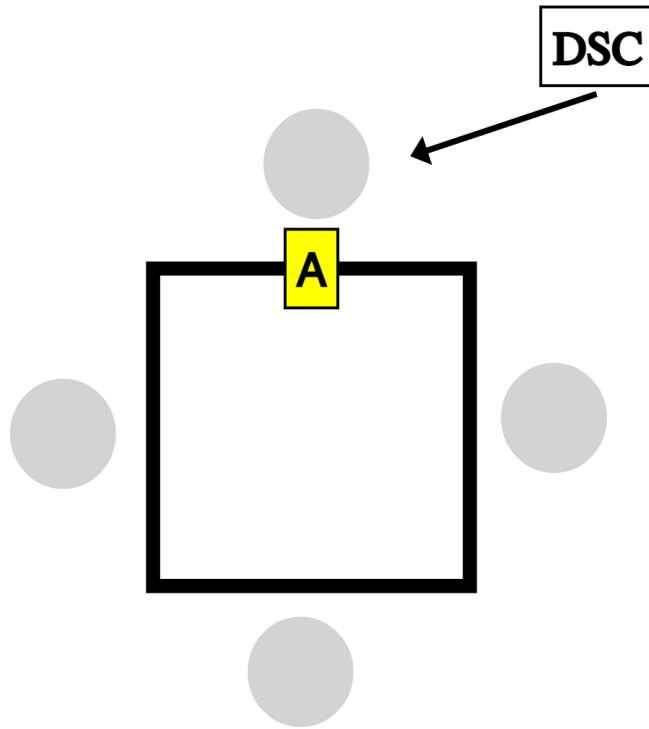
Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1.5% per month (18% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. I understand that YSS will withhold 15% of any deposit amounts in the event this contract is canceled.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Customer has received a copy of the "Repair Science" book. **Initial** \_\_\_\_\_

Customer acknowledges installation dates are subject to change. **Initial** \_\_\_\_\_

**Area around light pole to be stabilized with Deep Soil Consolidation.**



A) Electrical Line to be marked by Client

# Job Details (Continued)

### Specifications

1) Installation of geotechnical polymer fill in localized areas as shown on job drawing. 2) Use of 1/2 inch port at each site. 3) PolyLevel Resin

### Contractor Will

1.) Install Geo Polymer foam as indicated on job drawing. Final locations is subject to field conditions and will be determined at time of installation.

### Customer Will

- 1.) Move items at least 10 feet away from the work area.
- 2.) Repair any sprinkler lines that may be damaged during the installation.
- 3.) Mark any private lines that may be hidden underground (or under concrete slabs), and assumes all liability if damage should occur to such lines.
- 4.) Be present at the time of work completion in order to conduct final walk-through with crew leader. Failure to be present at completion infers acceptance of work as satisfactory and complete.

### Additional Notes

## Product List

### DSC 4'

Deep Soil Consolidation .....	80
Deep Soil Consolidation Port .....	4
Resin Surcharge, Custom 68 .....	1

# Limited Warranty

## General Terms

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation insurance. Valid warranty claims will be addressed in the manner defined within the warranty section of the contract. If it is determined that the warranty claim is not valid, a service fee billed at a rate of \$115/hour and a mileage rate of \$0.50/mile (from the location of the nearest qualified YSS employee to their next destination) may be assessed.

For your safety and the safety of those on your property, no one other than YSS/YCC employees are permitted in the work areas. Please keep children and pets away from work areas and YSS vehicles and equipment. In order to complete your project as described, it is essential that the work area be available only to YSS/YCC employees and that no other contractors/trades enter our worksite. If another contractor interferes with our work, YSS/YCC installers may leave the job and a trip charge may be incurred. Unless previously agreed upon in writing expect to meet with your YSS/YCC Crew Leader at the beginning and completion of your project. It is imperative that we have a point of contact that is available during the project, either by phone or in person. Please Completely remove all items from the work area and out of the path to the space. Unless written and agreed upon in this quote, the installers are instructed not to move any items off of or away from the job site.

## Standard Exclusions

Standard Exclusions Permitted By State Law – This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

## Exclusions

Exclusions From This Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

## Customer Responsibility

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

## Concrete Coatings System

Yellowstone Structural Systems and Concrete Coatings gives you a lifetime warranty on UV stability. A 15-year warranty that protects you against chipping, peeling, separation, and delimitation on your vertical or horizontal applied coating. It's a warranty that guarantees that our coating is not going to come unattached from your concrete. The only thing the warranty does not cover is substrate failure. Meaning cracks or crumbling concrete including where any repair (mender) was installed. We can warranty the coating, but we obviously cannot warrantee your concrete. With that being said if anything does happen in the future with your concrete our coatings are very forgiving and can be spot repaired.

Please make sure all alarms and sprinkler systems are turned off during your project. Sprinklers may need to remain off for an extended period of time. If the job site gets wet as a result of sprinklers being active, this may result in a work stop and reschedule. Additional trip charges may apply. For job sites that you park on (garages, carports, shops, driveways, etc.) please keep WET vehicles off the floor for at least 72 hours prior to installation.

## 15-Year Manufacturer's Warranty:

Against Chipping.

Against Peeling.

Delamination

Lifetime against UV damage.

No substrate Warranty against cracks and crumbling.

5-Year Warranty for Commercial Installs.

## Scheduling for Projects

Yellowstone Structural Systems and Concrete Coatings goal is to be as efficient as possible and take care of our customers in a timely manner. To achieve that goal, it is important we maintain our schedule. Once we have received your deposit you will be notified within 15 business days of your approximate installation date. Installation dates are subject to change based on conditions outside of our control. Once you have confirmed your installation date if you desire to postpone your project a Request To Hold Project form must be requested from our office. If you are not able to confirm your installation date within 30 days of signing your proposal your project is automatically postponed and is subject to a price change based on product cost. As a courtesy to all our customers, schedule change requests require advanced notice of 15 days.


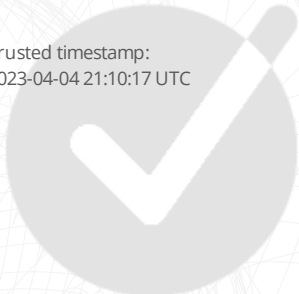

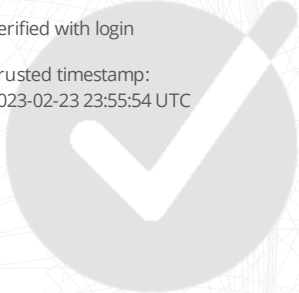
# Signature Certificate

Document name:  
**Garwick\_Kent\_Livingston\_MT\_2023\_2\_23**

Unique document Id:  
**e652dd03-f908-4c1d-b911-9b1f0fad9553**

Document fingerprint:  
**ea4a885e1cbcef7d40221ed019615910c0089daf3a67dbc04a6fe5b178c7e63408f3ac7b728b1bad94bcc  
a995ab574f9e03741915a8de7bc6ae279e54324ca23**

## Signatories

 <p><b>Kent Garwick</b>          Email: facilities@livingstondepot.org          Device: Chrome 111.0.0.0 on Windows 10 Unknown (desktop)          IP number: 65.141.177.112          IP Location: Bozeman, Montana, United States</p>	<p>Trusted timestamp: 2023-04-04 21:10:17 UTC</p> 
 <p><b>Tim Canning</b>          Systems Design Specialist  <b>Yellowstone Structural Systems</b>          Email: tim@yellowstonestructural.com          Device: Safari 16.3 on Mac 10.15.7 Unknown (desktop)          IP number: 174.45.122.42          IP Location: Bozeman, Montana, United States</p>	<p>Verified with login          Trusted timestamp: 2023-02-23 23:55:54 UTC</p> 

This document was completed by all parties on:  
**2023-04-04 21:10:17 UTC**



# Audit log

**Trusted timestamp**

**Event with collected audit data**

2023-04-04 21:10:17 UTC

Document was signed by Kent Garwick (facilities@livingstondepot.org)  
Device: Chrome 111.0.0.0 on Windows 10 Unknown (computer)  
IP number: 65.141.177.112 - IP Location: Bozeman, Montana, United States

2023-04-04 20:11:02 UTC

Device: Safari 16.3 on Mac 10.15.7 Unknown (computer)  
IP number: 174.45.122.42 - IP Location: Bozeman, Montana, United States

2023-02-24 00:02:42 UTC

Document was reviewed by Kent Garwick (facilities@livingstondepot.org)  
Device: Chrome Mobile iOS 107.0.5304.66 on iOS 16.3 Apple iPhone (smartphone)  
IP number: 65.100.75.54 - IP Location: Billings, Montana, United States

2023-02-24 00:02:00 UTC

Document was opened by Kent Garwick (facilities@livingstondepot.org)  
Device: Chrome Mobile iOS 107.0.5304.66 on iOS 16.3 Apple iPhone (smartphone)  
IP number: 65.100.75.54 - IP Location: Billings, Montana, United States

2023-02-23 23:56:03 UTC

Document was sent to Kent Garwick (facilities@livingstondepot.org)  
Device: Safari 16.3 on Mac 10.15.7 Unknown (computer)  
IP number: 174.45.122.42 - IP Location: Bozeman, Montana, United States

2023-02-23 23:55:57 UTC

Document was sealed by Tim Canning (tim@yellowstonestructural.com)  
Device: Safari 16.3 on Mac 10.15.7 Unknown (computer)  
IP number: 174.45.122.42 - IP Location: Bozeman, Montana, United States

2023-02-23 23:55:54 UTC

Document was signed by Tim Canning (tim@yellowstonestructural.com)  
Device: Safari 16.3 on Mac 10.15.7 Unknown (computer)  
IP number: 174.45.122.42 - IP Location: Bozeman, Montana, United States

2023-02-23 23:54:28 UTC

Document was created by Tim Canning (tim@yellowstonestructural.com)  
Device: Safari 16.3 on Mac 10.15.7 Unknown (computer)  
IP number: 174.45.122.42 - IP Location: Bozeman, Montana, United States





# LIVINGSTON Montana

April 12, 2023

Urban Renewal Agency  
City of Livingston

**RE: Letter of Approval for Livingston Depot Foundation**

Dear Urban Renewal Agency Board,

On behalf of the City of Livingston, owner of the former Northern Pacific Railway Company’s passenger station depot for which Urban Renewal Agency Façade Repair and Renovation Grant Program assistance is being sought, I am pleased to provide this letter of approval for the façade improvement project proposed by the Livingston Depot Foundation, Inc.

The City recognizes the significance of the Depot Center, both as an anchor building to our downtown historic district, and also as a national treasure. The initial restoration work completed on the Depot, subsequent improvement projects, and its use as both a museum and community center has inspired restoration of other buildings in the City’s historic district.

The Livingston Depot Foundation has successfully completed several large-scale infrastructure projects to improve the historic structure, and we applaud the Depot Foundation for prioritizing the aesthetic, accessibility and deterioration issues caused by improper drainage.

The City is in full support of the Livingston Depot Foundation’s application for funding assistance to the Urban Renewal Agency Façade Repair and Renovation Grant Program in order to address this important issue.

Sincerely,

Grant Gager  
City Manager

**File Attachments for Item:**

**A. DISCUSS APPLICATIONS FOR VACANCIES FOR THE UNEXPIRED TERM ENDING JUNE 30, 2025.**



**City of Livingston**  
**Application for Appointed Office**  
(Revised 8/09/2022)

**Appointed Position Seeking:** Citizen Board Member

**Date of Application:** 2/1/2023

Name: JULIE EVANS

Signed: Julie Evans

Address: 307 S 2ND ST

Telephone: daytime 202-664-2012

after 5:00 p.m.: 202-664-2012

Fax Number: NA

e-mail address: jpevans2007@gmail.com

1. Are you a resident of the City of Livingston? Yes

2. Are you a registered voter?  Yes  No

3. Will you be at least 18 years of age at the time of the appointment?  Yes  No

4. Describe the reasons you are interested in this appointment: desire to be involved in Livingston community; urban ~~renew~~ renewal is important & worthwhile

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: retired IT professional (Data science for <sup>clinical research</sup>)

B. Education: BS Computer Science

C. Experience: 40 years as IT professional; Master gardener training here in Livingston  
(please attach a detailed resume if desired)

6. Have you previously served on a board or held a governmental position? If yes, explain:

No; however as an employee of a small non profit (CDISC), I attended Board Meetings & provided technical info for them.

7. Are you currently serving on any Community Boards?  Yes  No

A. If yes, please describe

8. Current Employer? Retired

9. Are you available for night meetings?  Yes  No

10. Are you available for daytime meetings?  Yes  No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? No

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board?

Discuss potential conflict with Board & determine best course of action, including the possibility of ~~stepping~~ not participating in the specific issue involving the conflict.

**THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.**

Return completed paper applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at Livingston City Hall, 220 E. Park Street, Livingston.

you can google it



**City of Livingston**  
**Application for Appointed Office**  
(Revised 8/09/2022)

**Appointed Position Seeking:** Urban Renewal Agency board member

**Date of Application:** 2/12/23

Name: Angela Devani

Signed: Angela Devani *Angela Devani*

Address: 423 S F St, Livingston

Telephone: daytime 419-709-7001

after 5:00 p.m.: 419-709-7001

Fax Number: \_\_\_\_\_

e-mail address: angeladevani@hotmail.com

1. Are you a resident of the City of Livingston?  Yes  No

2. Are you a registered voter?  Yes  No

3. Will you be at least 18 years of age at the time of the appointment?  Yes  No

4. Describe the reasons you are interested in this appointment:  
I would like to be more involved in the community and be a part of the great changes that are taking place.

5. Describe any background, experience and interests that you have which may assist you in performing the responsibilities of this appointment:

A. Occupation: Currently, I am an herbalist and an energy healing practitioner

B. Education: BS Management / Accounting, Master Nutrition

C. Experience: I worked in the corporate environment as an Operations Manager for a Home Depot subsidiary  
(please attach a detailed resume if desired)

6. Have you previously served on a board or held a governmental position? If yes, explain:  
I am on the Board of Directors for Paradise Permaculture

7. Are you currently serving on any Community Boards?  Yes  No

A. If yes, please describe

8. Current Employer? self employed

9. Are you available for night meetings?  Yes  No

10. Are you available for daytime meetings?  Yes  No

11. Do you foresee any potential conflicts of interest that you might have in executing the duties of this appointed office? I do not foresee any conflicts of interest at this time.

12. If conflict of interest arose for you, how would you deal with it as an appointed member of this board? I would recuse myself from voting on that point or remove myself from the board.

**THIS APPLICATION WILL BE KEPT ON FILE FOR 6 MONTHS AND THEN DISCARDED.**

Return completed paper applications to Faith Kinnick at [fkinnick@livingstonmontana.org](mailto:fkinnick@livingstonmontana.org) or drop off in person at Livingston City Hall, 220 E. Park Street, Livingston.

**File Attachments for Item:**

**B. CONSIDERATION OF RESIDENTIAL REHABILITATION GRANT PROGRAM DRAFT GUIDELINES.**

**Livingston Urban Renewal Agency**

**Residential Rehabilitation Grant Program  
Guidelines**

**DRAFT**

April 19, 2023

# 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.

Within the Residential Development area, the Urban Renewal Plan notes that “Where suitable, property owners should be encouraged to consider redevelopment of upper level residential spaces.” Such work is authorized by the Montana Code Annotated which grants the Agency the power to, among other actions, “prepare plans for carrying out a program of voluntary or compulsory repair or rehabilitation of buildings and improvements.”

Recognizing that the availability and affordability of housing are two issues inhibiting economic activity within the Urban Renewal District, a program to encourage the redevelopment of under-utilized residential spaces is appropriate.

# 2. PROGRAM DETAILS

The Residential Rehabilitation Grant Program is intended to provide a resource to encourage the rehabilitation of residential spaces within the Livingston Urban Renewal District. The following provides guidance on several aspects of the program:

## A. ELIGIBLE PROJECTS

1. The Program is intended to encourage the redevelopment of unutilized residential spaces within the Urban Renewal District. Applicants must evidence a plan to return residential units to the rental market. Funding preference shall be given to projects that contain affordability measures for residential units.
2. Awarded grant funds may be used for improvements including, but not limited to: Access; Development Impact Fees; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs.
3. Applications may be submitted by building owners or other parties with a real property interest (ownership or leasehold) in a property within the Urban Renewal District. Non-owners shall have contractual care and control of the subject property for a period not less than 10 years.
4. Projects must have been issued a building permit not more than thirty (30) days prior to the date of application. Projects that have not been issued a building permit are eligible to apply.

## B. PROJECT FUNDING

In the event a project is approved for funding, the URA will reimburse the participant up to 50% of the total project costs with a maximum grant amount of \$250,000. The URA reimbursement will be based on actual costs incurred for the project.

**C. APPLICATION PROCESS**

1. Applications for funding shall include:
  - a. Description of property, including address with location in Urban Renewal District.
  - b. Description of project goals including number of residential units restored and returned to rental market. Anticipated rent type should be included in the project application (e.g. Market Rate, Level of Affordability).
  - c. 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.
3. All applicants awarded funding pursuant to the program shall enter into an owner participation agreement prior to commencing work and receiving reimbursement.

**D. PROJECT IMPLEMENTATION**

1. Owner-Participation Agreements
  - a. All applicants awarded funding pursuant to the program shall enter into an Owner Participation Agreement prior to commencing work and receiving reimbursement.
  - b. At a minimum, Owner Participation Agreements shall contain: the maximum reimbursement amount; requirements for level and duration of affordability of rental units; [redacted].
2. Project Timelines
  - a. All projects shall commence within ninety (90) days of award.
  - b. All projects shall be complete within three hundred sixty-five (365) days of award.
3. Access to Site and Records
  - a. The Urban Renewal Agency shall have the right to access the project location, observe the progress of work and review residential units 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.

**3. SUPPORTING DOCUMENTS**

The Following forms and documents are to be used in the Residential Rehabilitation 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, # of units rehabilitated, project cost):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attach

1. Construction bids and/or product quotes.
2. 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 Grant Program.

Criteria	Rating or Compliance
<p><b>Project Location</b>  <i>Projects must be located in Urban Renewal District.</i></p>	
<p><b>Applicant Property Interest</b>  <i>Applicants must own or have a property interest in the subject property through either ownership or a lease.</i></p>	
<p><b>Residential Units Returned to Market</b>  <i>List Number and Type of Residential Units.</i></p>	
<p><b>Type of Improvements</b>  <i>Eligible Improvements include: Access; Development Impact Fees; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs.</i></p>	
<p><b>Reimbursement Amount and Percentage</b>  <i>The URA will reimburse the participant up to 50% of the total project costs up to \$100,000.</i></p>	
<p><b>Project Commencement</b>  <i>All projects shall commence within ninety (90) days of award.</i></p>	
<p><b>Project Completion</b>  <i>All projects shall be complete within three hundred sixty-five (365) days of award.</i></p>	

**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.