



Livingston City Commission Agenda

November 17, 2020

5:30 PM

Via Zoom

<https://us02web.zoom.us/j/88504501840?pwd=VWIKMWNTQVpiUWszNmMQUHFJTXd4QT09>

[MEETING ID: 885 0450 1840] [PASSCODE: 938361] [CALL IN: (669) 900-6833]

1. Call to Order

2. Roll Call

3. Public Comment

Individuals are reminded that public comments should be limited to item over which the City Commission has supervision, control jurisdiction, or advisory power (MCA 2-3-202)

4. Consent Items

- A. APPROVE NOV. 5, 2020 REGULAR CITY COMMISSION MINUTES. PG. 3**
- B. RATIFY CLAIMS PAID 11/01/2020-11/15/2020 PG. 9**
- C. JUDGE'S MONTHLY REPORT SEPTEMBER 2020 PG. 17**

5. Proclamations

6. Scheduled Public Comment

- A. JIM DOMINO OF NEIGHBORWORKS MONTANA, PRESENTS VIEW VISTA COMMUNITY PARTNERSHIP OPPORTUNITY. PG. 19**
- B. BEVERLY CHRISTIANSEN OF TCA ARCHITECHS PRESENTS A PRELIMINARY BASIC YIELD STUDY FOR WORKFORCE HOUSING AT THE VOYICH PROPERTY. PG. 110**

7. Public Hearings

8. Ordinances

- A. ORDINANCE NO. 2094: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 23 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "TREES" BY CLARIFYING THAT ALL BOLUVARD TREES ARE TO BE PROPERLY MAINTAINED, INCLUDING PRUNING, WATERING, AND REMOVAL WHEN NECESSARY, BY THE HOMEOWNER ADJACENT TO THE BOULEVARD. PG. 118**

9. Resolutions

- A. RESOLUTION NO. 4930: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, ADOPTING A NEW IMPACT FEE SCHEDULE. PG. 134**
- B. RESOLUTION NO. 4931: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED FOR THE ADOPTION AND IMPLEMENTATION OF A CONSECUTIVE SYSTEM AGREEMENT WITH THE VIEW VISTA COMMUNITY, INC. PG. 138**

10. Action Items

- A. DISCUSS/APPROVE/DENY: LIVINGSTON AREA CHAMBER OF COMMERCE FEE WAIVER REQUEST FOR RECONSIDERATION. PG. 145**
- B. DISCUSS/APPROVE/DENY: CARES ACT FUNDING OPTIONS PG. 156**
- C. DISCUSS/APPROVE/DENY: INDIGENOUS PEOPLES DAY AND COLUMBUS DAY PG. 158**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

14. Supplemental Material

- A. FALL 2020 RECREATION ACTIVITIES SNAPSHOT AND SOCIAL MEDIA PRESENCE PG. 161**
- B. CALENDER OF EVENTS PG. 163**

Notice

- **Public Comment:** The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- **Meeting Recording:** An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.
- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. APPROVE NOV. 5, 2020 REGULAR CITY COMMISSION MINUTES.

LIVINGSTON CITY COMMISSION REGULAR MEETING MINUTES

Tuesday, November 5, 2020, 5:30 pm

Zoom Online Meeting ID: 849 5928 8918

1 Call to Order

2 Roll Call

* Hoglund, Schwarz, Friedman, Mabie, and Nootz were present.

3 Public Comment:

* Michelle Uberuaga made comments (00:6:52)

4 Consent Items: (00:08:01)

A. Schwarz motioned to approve items A-C, Friedman seconded.
All in favor, passed 5-0.

5 Proclamations:

6 Scheduled Public Comment:

Kardoes suggested moving Action item A to the next business item, so the Chamber didn't have to wait through all the Zoning matters. Commission concurred.

7 Action Item A. (00:04:19)

A. Discuss/Approve/Deny: Livingston Chamber of Commerce fee waiver request, for 2020 Downtown Christmas Stroll.

- * Leslie Fiegle made comments (00:04:32)
 - * Kardoes made comments (00:12:01)
 - * Patricia Grabow made comments (00:13:08)
 - * Michelle Ubueraga made comments (00:14:52)
 - * Friedman made comments (00:16:22)
 - * Schwarz made comments (00:17:41)
 - * Nootz made comments (00:18:44)
 - * Mabie made comments (00:21:50)
 - * Hoglund made comments
- Hoglund motioned to table item for a next agenda, Mabie seconded.
All in favor, 5-0 motion passes, item tabled for future consideration.

8 Public Hearings: (00:31:53)

A. Ordinance No. 2094: An Ordinance of the City Commission of the City of Livingston, Montana, Amending Section 30.13 of the Livingston Municipal Code Entitled Official Zoning Map of the City of Livingston by re-zoning a 2,250 square foot parcel described as Livingston Minnesota, triangular piece of south of block 48 by Chinook and K St. from Medium Density Residential: Mobile Home (R-II (MH)) to Industrial (I).

- * Kardoes made opening statement
 - * No public comment
 - * Nootz made comment (00:35:55)
 - * Friedman made comment (00:39:10)
 - * Jim Baerg made comment (00:39:40)
- Mabie motioned to approve, Schwarz seconded.
All in favor, passes 5-0.

B. Ordinance No. 2090: An Ordinance of the City Commission of the City of Livingston, Montana, Amending article VII, Chapter 30 of the Livingston Municipal Code entitled Zoning, as it pertains to accessory dwelling units. (00:41:20)

- * Kardoes made opening statement
 - * Johnathan Hettinger made comment (00:44:09)
 - * Nootz made comment (00:45:52)
 - * Mathieu Menard made comment (00:54:42)
 - * Friedman made comment (00:59:01)
 - * Jim Baerg made comment (01:01:20)
 - * Schwarz made comment (01:02:54)
 - * Hogleund made comment (01:04:24)
 - * Mabie made comment (01:31:17)
- Schwarz motioned to approve, Mabie seconded.
All in favor, passes 5-0.

C. Ordinance No. 2091: An Ordinance of the City Commission of the City of Livingston, Montana, Amending article VII, Chapter 30 of the Livingston Municipal Code entitled Zoning, as it pertains to accessory dwelling units. (00:41:20)

- * Kardoes made opening statement
 - * No public comment
 - * Nootz made comment (01:32:58)
- Schwarz motioned to approve, Mabie seconded.
All in favor, passes 5-0.

9 Ordinances:

A. Ordinance No. 2092: An Ordinance of the City Commission of the City of Livingston, Montana, amending article VII, Chapter 30 of the Livingston Municipal Code Entitled Zoning, as it pertains to Zoning Commission Text Amendments. (01:35:10)

- * Kardoes made opening statement
 - * Jim Baerg made comment (01:36:59)
 - * Nootz made comment (01:38:58)
 - * Lawellin made comments (01:43:10)
- Friedman made motion to approve, Schwarz seconded
All opposed, fails 0-5

B. Ordinance No. 2093: An Ordinance of the City Commission of the City of Livingston, Montana, amending article VII, Chapter 30 of the Livingston Municipal Code Entitled Zoning, as it pertains to text amendments. (01:50:08)

- * Kardoes made opening statement
 - * No public comments
 - * Mathieu made comments (01:51:37)
 - * Nootz made comment (01:53:48)
 - * Hogleund made comment (01:56:48)
- Friedman motioned to approve, Nootz seconded
All in favor, passes 5-0.

10 Resolutions:

A. Resolution No. 4928: A Resolution of the City Commission of the City of Livingston, Montana, of it's intent to change the name of Northtown Road within the Northtown Subdivision to Sweetgrass Lane. (01:57:31)

- * Kardoes made opening statement
 - * No public comments
- Friedman motioned to approve, second by Mabie
All in favor, passes 5-0.

Kardoes suggested moving Resolution No. 4929 to end, after discussing Action Item B. Commission concurred (02:01:08)

11 Action Item B. Discuss/Approve/Deny: CARES Act Revenue Funding Options (02:01:52)

- * Kardoes made opening statement
- * Johnathan Hettinger made comment (02:18:18)
- * Laurel Desnick made comment (02:22:26)
- * Becca Frucht made comment (02:24:57)
- * Josh Morris made comment (02:26:44)
- * Barb Oldershaw made comment (02:30:48)
- * Sarah Stands made comment (02:32:48)
- * Marshall Swearingen made comment (02:36:40)
- * Dann Babcox made comment (02:37:49)
- * Joseph Burlington made comment (02:42:01)
- * Karrie Kahle made comment (02:44:12)

Motion to extend the meeting beyond 3 hour time limit, all in favor. (02:46:27)

- * Sabina Strauss made comment (02:47:48)
 - * 5 Minute recess (02:49:24)
 - * Nootz made comments (02:49:24)
 - * Barb Oldershaw made comment (02:50:18)
 - * Mabie made comment (02:58:24)
 - * Kardoes made clarifying statements (02:59:06)
 - * Schwarz made comments (03:01:45)
 - * Hogle made comments (03:02:33)* Requested Wellness Center update, Kardoes will reschedule Wellness Center Meetings with Consultant for Commission, then can be an action item on next agenda. *
 - * Mabie made comment (03:09:13)
- Nootz motioned to approve \$22k for Warming Center, \$50k for the Park Co. Housing coalition, for the Park Co. Housing Assessment and Action Plan, and \$15k for the new ADA Compliant website, and gender neutralization code, seconded by Mabie.
- All in favor, motion passes 5-0.

12 Resolutions: (moved after Action Item B)

B. Resolution No. 4929: A Resolution of the City Commission of the City of Livingston, Montana, of authorizing the City Manager to sign a Buy-Sell Agreement with David Amsk for the purchase of his building located at 220 E. Park St. in Livingston (03:12:06)

- * Kardoes made opening statement
- * Sarah Stands (03:22:16)
- * Johnathan Hettinger (03:26:45)
- * Michelle Uberuaga (03:30:26)
- * Sabina Strauss (03:31:44)
- * Hogle made comments (03:34:16)
- * Schwarz made comments (03:39:44)
- * Nootz made comments (03:41:29)
- * Mabie made comments (03:50:15)
- * Friedman made comments (03:53:24)
- * Lawellin made comments (03:58:15)

Schwarz motioned to approve Resolution No. 4929 w/ amendment to authorize the City Manager to negotiate on behalf of the City Commission to see if seller is willing to accept less than the asking price of \$950,000.00. Second by Mabie, motion passes 4-1.

13 City Manager Comments: (04:08:02)

Kardoes updated Commission Montana DOT ended our urban route funds agreement
Provided update on Large Format Retail was on the last Zoning Commission Agenda,
Zoning Commission did not get to it before their meeting adjourned.

14 City Commission Comments

- * Nootz: (04:09:19)
- * Mabie (04:12:23)
- * Friedman (04:13:24)
- * Schwarz (04:14:47)
- * Hogle (04:15:21)

15 Adjournment pm (04:18:11)

Rec'd
11/05/2020

8

November 5, 2020

To: Livingston Chamber of Commerce

RE: Christmas Stroll

To whom it may concern,

We have received the proposal regarding the 2020 Downtown Christmas Stroll.

If the proposed plan is followed carefully, it appears to meet the Governors Phase Two Reopening Guidelines.

Should business, vendors and Santa's people be unable to manage proper social distancing, the Park City/County Health Department reserves the right to close the event for the health and safety of the public.

Please include in your advertising "Masks are required when social distancing cannot be maintained."

Sincerely,

Park City/County Health Department

File Attachments for Item:

B. RATIFY CLAIMS PAID 11/01/2020-11/15/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2M COMPANY, INC.							
781	2M COMPANY, INC.	20222807-00	Deep Thaw	10/15/2020	384.00	384.00	11/05/2020
Total 2M COMPANY, INC.:					384.00	384.00	
A-1 MUFFLER, INC.							
2	A-1 MUFFLER, INC.	68888	BLOCK HEATER	10/06/2020	318.00	318.00	11/05/2020
2	A-1 MUFFLER, INC.	68989	OIL CHANGE	10/27/2020	587.00	587.00	11/05/2020
2	A-1 MUFFLER, INC.	69007	OIL CHANGE	10/28/2020	486.00	486.00	11/05/2020
Total A-1 MUFFLER, INC.:					1,391.00	1,391.00	
AAA CLEANING, LLC							
3727	AAA CLEANING, LLC	2020.10.31	Bennett St cleaning	10/31/2020	500.00	500.00	11/05/2020
3727	AAA CLEANING, LLC	2020.10.31.1	110 SOUTH B	10/31/2020	300.00	300.00	11/05/2020
Total AAA CLEANING, LLC:					800.00	800.00	
ALL SERVICE TIRE & ALIGNMENT							
22	ALL SERVICE TIRE & ALIGNME	60105	COMMAND 2 TIRES	09/11/2020	767.36	767.36	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60324	Oil Change/TIRE ROTATION	10/08/2020	60.00	60.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60327	Oil Change SENSOR INSTALL	10/08/2020	105.00	105.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60341	New Tires	10/09/2020	596.00	596.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60387	Oil Change/TIRE ROTATION	10/16/2020	70.00	70.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60448	C1 MOUNT AND BALANCE	10/23/2020	60.00	60.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60468	Tire Repair	10/28/2020	15.00	15.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60470	RESERVE 1 TIRES	10/28/2020	820.00	820.00	11/05/2020
22	ALL SERVICE TIRE & ALIGNME	60474	Oil Change	10/29/2020	45.00	45.00	11/05/2020
Total ALL SERVICE TIRE & ALIGNMENT:					2,538.36	2,538.36	
ALPINE ELECTRONICS RADIO SHACK							
402	ALPINE ELECTRONICS RADIO	10267259	VGA CABLE	10/21/2020	19.99	19.99	11/05/2020
402	ALPINE ELECTRONICS RADIO	10267266	MONITOR	10/21/2020	80.00	80.00	11/05/2020
402	ALPINE ELECTRONICS RADIO	10267375	hDMI CABLE	10/27/2020	24.99	24.99	11/05/2020
Total ALPINE ELECTRONICS RADIO SHACK:					124.98	124.98	
BIOBOT ANALYTICS, INC							
10001	BIOBOT ANALYTICS, INC	328B41F3-000	COVID TESING	10/20/2020	3,840.00	3,840.00	11/05/2020
Total BIOBOT ANALYTICS, INC:					3,840.00	3,840.00	
BOUND TREE MEDICAL, LLC							
2662	BOUND TREE MEDICAL, LLC	83811542	Patient Supplies	10/15/2020	103.12	103.12	11/05/2020
2662	BOUND TREE MEDICAL, LLC	83820963	Patient Supplies	10/22/2020	208.16	208.16	11/05/2020
Total BOUND TREE MEDICAL, LLC:					311.28	311.28	
BRUCE E. BECKER, P.C.							
10000	BRUCE E. BECKER, P.C.	2020.11.1	Contracted service	11/01/2020	980.00	980.00	11/05/2020
Total BRUCE E. BECKER, P.C.:					980.00	980.00	
CARQUEST AUTO PARTS							
23	CARQUEST AUTO PARTS	1912-489378	FLEX	10/15/2020	24.10	24.10	11/05/2020
23	CARQUEST AUTO PARTS	1912-489400	Def	10/15/2020	18.38	18.38	11/05/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
23	CARQUEST AUTO PARTS	1912-489958	Parts	10/21/2020	262.80	262.80	11/05/2020
23	CARQUEST AUTO PARTS	1912-490816	Air TANK	10/28/2020	62.99	62.99	11/05/2020
Total CARQUEST AUTO PARTS:					368.27	368.27	
CASELLE							
3763	CASELLE	2020.11.1	APPLICATION SOFTWARE	11/01/2020	3,198.00	3,198.00	11/05/2020
Total CASELLE:					3,198.00	3,198.00	
CASHMAN NURSERY & LANDSCAPING							
10001	CASHMAN NURSERY & LANDS	441510	SHADE TREES	10/08/2020	98.00	98.00	11/05/2020
Total CASHMAN NURSERY & LANDSCAPING:					98.00	98.00	
COMDATA							
2671	COMDATA	20338945	CG72S	11/01/2020	1,448.35	1,448.35	11/05/2020
Total COMDATA:					1,448.35	1,448.35	
FISHER SAND AND GRAVEL							
2904	FISHER SAND AND GRAVEL	28725	CONCRETE	10/17/2020	427.00	427.00	11/05/2020
2904	FISHER SAND AND GRAVEL	28879	SANDING MAT	10/24/2020	3,210.68	3,210.68	11/05/2020
Total FISHER SAND AND GRAVEL:					3,637.68	3,637.68	
FRONTLINE AG SOLUTIONS, LLC							
2516	FRONTLINE AG SOLUTIONS, LL	791366	CONTROL	10/08/2020	91.98	91.98	11/05/2020
2516	FRONTLINE AG SOLUTIONS, LL	794252	TURF GARD	10/23/2020	31.33	31.33	11/05/2020
Total FRONTLINE AG SOLUTIONS, LLC:					123.31	123.31	
GENERAL DISTRIBUTING COMPANY							
1845	GENERAL DISTRIBUTING COM	00931679	Patient Supplies	10/31/2020	30.38	30.38	11/05/2020
Total GENERAL DISTRIBUTING COMPANY:					30.38	30.38	
GUARDIAN TITLE							
10002	GUARDIAN TITLE	220 E. PARK S	EARNEST MONEY FOR 220 E. P	11/10/2020	10,000.00	10,000.00	11/10/2020
Total GUARDIAN TITLE:					10,000.00	10,000.00	
HACH COMPANY							
100	HACH COMPANY	12158384	SPECTROMETER	10/12/2020	4,647.40	4,647.40	11/05/2020
Total HACH COMPANY:					4,647.40	4,647.40	
HAWKINS, INC							
470	HAWKINS, INC	4807094	UNIT ECH	10/06/2020	1,389.30	1,389.30	11/05/2020
Total HAWKINS, INC:					1,389.30	1,389.30	
HORIZON AUTO PARTS							
1920	HORIZON AUTO PARTS	890667	PARTS	09/30/2020	27.96	27.96	11/05/2020
Total HORIZON AUTO PARTS:					27.96	27.96	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HOUSE OF CLEAN							
63	HOUSE OF CLEAN	265719-01	GLOVES SOAP PAPER TOWELS	10/12/2020	252.34	252.34	11/05/2020
Total HOUSE OF CLEAN:					252.34	252.34	
INDUSTRIAL COMM & ELEC OF BOZEMAN							
3455	INDUSTRIAL COMM & ELEC OF	32436	RepairED PHONE BOX	10/07/2020	89.25	89.25	11/05/2020
3455	INDUSTRIAL COMM & ELEC OF	32437	PROGAMMING	10/05/2020	654.50	654.50	11/05/2020
Total INDUSTRIAL COMM & ELEC OF BOZEMAN:					743.75	743.75	
INDUSTRIAL TOWEL							
102	INDUSTRIAL TOWEL	43485	SEWER PLANT MATS	10/16/2020	44.39	44.39	11/05/2020
102	INDUSTRIAL TOWEL	44916	330 bennett	10/30/2020	44.39	44.39	11/05/2020
Total INDUSTRIAL TOWEL:					88.78	88.78	
INSTY-PRINTS							
250	INSTY-PRINTS	37123	permit APPLICATIONS	10/28/2020	109.10	109.10	11/05/2020
Total INSTY-PRINTS:					109.10	109.10	
KIMBALL MIDWEST							
2863	KIMBALL MIDWEST	8302932	LOCKWASHERS	10/13/2020	113.44	113.44	11/05/2020
2863	KIMBALL MIDWEST	8307716	COUPLERS	10/14/2020	253.75	253.75	11/05/2020
2863	KIMBALL MIDWEST	8321466	LOCKWASHERS	10/20/2020	51.56	51.56	11/05/2020
Total KIMBALL MIDWEST:					418.75	418.75	
LEHRKIND'S COCA-COLA							
2830	LEHRKIND'S COCA-COLA	1790419	Water	10/21/2020	50.70	50.70	11/05/2020
Total LEHRKIND'S COCA-COLA:					50.70	50.70	
LIVINGSTON ACE HARDWARE - #122005							
26	LIVINGSTON ACE HARDWARE -	H43882	TRASH CAN	09/28/2020	39.98	39.98	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H44003	CLEANING	09/28/2020	11.97	11.97	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H44288	INSECT TRAPS	09/29/2020	11.18	11.18	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H44315	Supplies	09/29/2020	17.91	17.91	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H44729	AIR PLUG	09/30/2020	77.54	77.54	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H45530	CLEANING	10/01/2020	21.01	21.01	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H47640	VLV BALL	10/05/2020	36.98	36.98	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H48219	CLEANING SUPPLIES	10/06/2020	89.89	89.89	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H48220	GAUGE DRILL	10/06/2020	23.97	23.97	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H48585	SPRINKLER REPAIR	10/06/2020	9.36	9.36	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H48610	CLAMP	10/06/2020	3.58	3.58	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H49398	ROPE	10/08/2020	34.39	34.39	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H49505	TARP	10/08/2020	19.98	19.98	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H50048	TROWEL	10/09/2020	25.97	25.97	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H50101	PRUNER	10/09/2020	39.57	39.57	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H53235	TRASH CAN	10/15/2020	37.98	37.98	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H53600	STIHL FILE	10/15/2020	22.47	22.47	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H55410	SALT	10/19/2020	41.97	41.97	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H55790	HEAT CABLE	10/19/2020	48.98	48.98	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H57478	NUMBERS	10/22/2020	39.75	39.75	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H57989	BLEACH	10/23/2020	23.76	23.76	11/05/2020
26	LIVINGSTON ACE HARDWARE -	H58840	HEATER	10/25/2020	99.98	99.98	11/05/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
26	LIVINGSTON ACE HARDWARE -	X48657	GARDEN SPRAYER	10/08/2020	16.99	16.99	11/05/2020
Total LIVINGSTON ACE HARDWARE - #122005:					795.16	795.16	
LIVINGSTON ENTERPRISE							
146	LIVINGSTON ENTERPRISE	170002	RESOLUTION 4923	10/02/2020	480.00	480.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170070	LISTENING SESSION	10/07/2020	29.25	29.25	11/05/2020
146	LIVINGSTON ENTERPRISE	170128	PUBLIC NOTICE	10/09/2020	47.10	47.10	11/05/2020
146	LIVINGSTON ENTERPRISE	170172	PUBLIC NOTICE	10/09/2020	32.50	32.50	11/05/2020
146	LIVINGSTON ENTERPRISE	170173	PUBLIC NOTICE	10/09/2020	39.00	39.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170174	URBAN RENEWAL	10/09/2020	228.00	228.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170175	VACANCY ANNOUNCEMENT	10/09/2020	370.50	370.50	11/05/2020
146	LIVINGSTON ENTERPRISE	170319	PUBLIC NOTICE	10/23/2020	29.25	29.25	11/05/2020
146	LIVINGSTON ENTERPRISE	170329	PUBLIC NOTICE	10/20/2020	39.00	39.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170369	PUBLIC HEARING	10/20/2020	195.00	195.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170437	TREE BOARD MEETING	10/19/2020	29.25	29.25	11/05/2020
146	LIVINGSTON ENTERPRISE	170438	PUBLIC NOTICE	10/23/2020	276.00	276.00	11/05/2020
146	LIVINGSTON ENTERPRISE	170439	NOTICE OF VACANCIES	10/23/2020	299.00	299.00	11/05/2020
Total LIVINGSTON ENTERPRISE:					2,093.85	2,093.85	
LIVINGSTON HEALTH CARE							
55	LIVINGSTON HEALTH CARE	200082896	770158898	10/01/2020	29.10	29.10	11/05/2020
Total LIVINGSTON HEALTH CARE:					29.10	29.10	
MACINNES, KEN							
3622	MACINNES, KEN	2020.10.19	REIMBURSE	10/19/2020	119.88	119.88	11/05/2020
Total MACINNES, KEN:					119.88	119.88	
MARLIN BUSINESS BANK							
3651	MARLIN BUSINESS BANK	18496022	5 Getac Rugged Com	10/26/2020	1,273.21	1,273.21	11/05/2020
Total MARLIN BUSINESS BANK:					1,273.21	1,273.21	
MONTANA STATE - FIRE SERVICES TRAINING							
2631	MONTANA STATE - FIRE SERVI	34-162	Fire 1 CERT	10/19/2020	95.00	95.00	11/05/2020
Total MONTANA STATE - FIRE SERVICES TRAINING:					95.00	95.00	
MONTANA STATE FUND							
3204	MONTANA STATE FUND	12987795	premium	10/19/2020	5,939.35	5,939.35	11/05/2020
Total MONTANA STATE FUND:					5,939.35	5,939.35	
MOUNTAIN MOBILE AUTO GLASS							
2106	MOUNTAIN MOBILE AUTO GLAS	16509	M1 WINDSHIELD	10/28/2020	245.00	245.00	11/05/2020
Total MOUNTAIN MOBILE AUTO GLASS:					245.00	245.00	
MT WATERWORKS							
3016	MT WATERWORKS	33486	COUPLINGS	10/29/2020	1,222.86	1,222.86	11/05/2020
Total MT WATERWORKS:					1,222.86	1,222.86	

Report dates: 11/1/2020-11/15/2020

Nov 12, 2020 12:29PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MUNICIPAL CODE CORPORATION							
3058	MUNICIPAL CODE CORPORATI	00350934	Online Code Hosting	11/04/2020	1,000.00	1,000.00	11/05/2020
Total MUNICIPAL CODE CORPORATION:					1,000.00	1,000.00	
MURDOCH'S RANCH & HOME SUPPLY							
3688	MURDOCH'S RANCH & HOME S	K00100/37	HITCH	10/28/2020	157.98	157.98	11/05/2020
3688	MURDOCH'S RANCH & HOME S	K01127/37	Tools	10/15/2020	159.92	159.92	11/05/2020
3688	MURDOCH'S RANCH & HOME S	K01166/37	HITCH	10/29/2020	119.99-	119.99-	11/05/2020
3688	MURDOCH'S RANCH & HOME S	K01169/37	Propane TORCH	10/30/2020	34.99	34.99	11/05/2020
Total MURDOCH'S RANCH & HOME SUPPLY:					232.90	232.90	
NORTHWESTERN ENERGY							
151	NORTHWESTERN ENERGY	0708370-2	8th & Park Sprinklers	01/15/2019	6.17	6.17	11/05/2020
151	NORTHWESTERN ENERGY	0709877-5	200 E Reservoir (north side hill)	01/08/2019	1,005.04	1,005.04	11/05/2020
151	NORTHWESTERN ENERGY	0709880-9	200 River Drive - Pool	01/10/2019	123.74	123.74	11/05/2020
151	NORTHWESTERN ENERGY	0709881-7	229 River Drive - Civic Center	01/10/2019	762.39	762.39	11/05/2020
151	NORTHWESTERN ENERGY	0709882-5	229 River Drive - Pump Civic Cent	01/17/2019	16.84	16.84	11/05/2020
151	NORTHWESTERN ENERGY	0719271-9	601 Robin Lane - Well	01/09/2019	1,357.55	1,357.55	11/05/2020
151	NORTHWESTERN ENERGY	0719272-7	4 Billman Lane - Well	01/09/2019	2,705.07	2,705.07	11/05/2020
151	NORTHWESTERN ENERGY	0719358-4	Street Lights - Livingston	01/16/2019	3,667.39	3,667.39	11/05/2020
151	NORTHWESTERN ENERGY	0719373-3	229 River Drive	01/15/2019	8.71	8.71	11/05/2020
151	NORTHWESTERN ENERGY	0720113-0	229 River Drive - CC Building	01/10/2019	134.45	134.45	11/05/2020
151	NORTHWESTERN ENERGY	0720122-1	400 North M	01/15/2019	12.94	12.94	11/05/2020
151	NORTHWESTERN ENERGY	0802599-1	608 W Chinook	01/15/2019	49.70	49.70	11/05/2020
151	NORTHWESTERN ENERGY	0933715-5	710 W Callender	01/15/2019	44.25	44.25	11/05/2020
151	NORTHWESTERN ENERGY	340143231	notification #340143231	10/13/2020	1,485.00	1,485.00	11/05/2020
Total NORTHWESTERN ENERGY:					11,379.24	11,379.24	
OPPORTUNITY BANK OF MONTANA							
3519	OPPORTUNITY BANK OF MONT	2020.11.6	24 MONTH CD PURCHASE	11/06/2020	250,000.00	250,000.00	11/06/2020
Total OPPORTUNITY BANK OF MONTANA:					250,000.00	250,000.00	
O'REILLY AUTOMOTIVE, INC							
2437	O'REILLY AUTOMOTIVE, INC	1558-219936	BATTERY	10/08/2020	112.89	112.89	11/05/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-220164	PARTS	10/10/2020	22.08	22.08	11/05/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-220758	OIL FILTER	10/16/2020	36.63	36.63	11/05/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-221605	DEICER	10/23/2020	3.09	3.09	11/05/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-222006	CAPSULE	10/26/2020	6.96	6.96	11/05/2020
2437	O'REILLY AUTOMOTIVE, INC	1558-222172	Wiper BLADES	10/28/2020	61.00	61.00	11/05/2020
Total O'REILLY AUTOMOTIVE, INC:					242.65	242.65	
PARK COUNTY TREASURER - TECH							
1702	PARK COUNTY TREASURER - T	2020.10.22	OCT COLLECTIONS	10/22/2020	130.00	130.00	11/05/2020
Total PARK COUNTY TREASURER - TECH:					130.00	130.00	
PARK COUNTY TREASURER/M.L.E.A.							
2156	PARK COUNTY TREASURER/M.	2020.10.22	OCT COLLECTIONS	10/22/2020	200.00	200.00	11/05/2020
Total PARK COUNTY TREASURER/M.L.E.A.:					200.00	200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
PARK COUNTY VICTIM WITNESS							
1544	PARK COUNTY VICTIM WITNES	2020.10.22	OCT COLLECTIONS	10/22/2020	765.24	765.24	11/05/2020
Total PARK COUNTY VICTIM WITNESS:					765.24	765.24	
PHILIPS HEALTHCARE INC.							
2978	PHILIPS HEALTHCARE INC.	945185305	Service contract	10/23/2020	2,195.70	2,195.70	11/05/2020
Total PHILIPS HEALTHCARE INC.:					2,195.70	2,195.70	
POLYDYNE INC.							
3144	POLYDYNE INC.	1487933	Clarifloc	10/07/2020	2,951.82	2,951.82	11/05/2020
Total POLYDYNE INC.:					2,951.82	2,951.82	
REDSTONE LEASING							
3842	REDSTONE LEASING	2020.11.1	Copier Lease 26 OF 60	11/01/2020	203.07	203.07	11/05/2020
Total REDSTONE LEASING:					203.07	203.07	
RHOMAR INDUSTRIES, INC.							
10001	RHOMAR INDUSTRIES, INC.	97851	NEUTROWASH	10/20/2020	396.01	396.01	11/05/2020
Total RHOMAR INDUSTRIES, INC.:					396.01	396.01	
SHI INTERNATIONAL CORP.							
2907	SHI INTERNATIONAL CORP.	B12393547	WINDOWS-CITY MANAGER	10/05/2020	392.48	392.48	11/05/2020
2907	SHI INTERNATIONAL CORP.	B12409949	WINDOWS-LOWY	10/26/2020	392.48	392.48	11/05/2020
2907	SHI INTERNATIONAL CORP.	B12490014	WINDOWS-CIVIC	10/26/2020	1,962.40	1,962.40	11/05/2020
2907	SHI INTERNATIONAL CORP.	B12490114	WINDOWS-PUBLIC WORKS	10/26/2020	392.48	392.48	11/05/2020
Total SHI INTERNATIONAL CORP.:					3,139.84	3,139.84	
SILVERSTONE GROUP, LLC							
3236	SILVERSTONE GROUP, LLC	119090	valuation report	10/31/2020	3,900.00	3,900.00	11/05/2020
Total SILVERSTONE GROUP, LLC:					3,900.00	3,900.00	
TEAR IT UP L.L.C.							
2999	TEAR IT UP L.L.C.	46246	Shredding	10/28/2020	42.00	42.00	11/05/2020
Total TEAR IT UP L.L.C.:					42.00	42.00	
TERRELL'S OFFICE MACHINES, INC.							
61	TERRELL'S OFFICE MACHINES,	INV402680	TONER	10/27/2020	534.00	534.00	11/05/2020
Total TERRELL'S OFFICE MACHINES, INC.:					534.00	534.00	
THOMSON REUTERS - WEST							
2823	THOMSON REUTERS - WEST	843272829	Information Char	10/01/2020	303.50	303.50	11/05/2020
Total THOMSON REUTERS - WEST:					303.50	303.50	
TOWN & COUNTRY FOODS - LIVINGSTON							
2595	TOWN & COUNTRY FOODS - LI	79	Station Supplies	10/26/2020	30.72	30.72	11/05/2020

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total TOWN & COUNTRY FOODS - LIVINGSTON:					30.72	30.72	
UTILITIES UNDERGROUND LOCATION							
3472	UTILITIES UNDERGROUND LO	0105090	Excavation Notifica	10/31/2020	113.04	113.04	11/05/2020
Total UTILITIES UNDERGROUND LOCATION:					113.04	113.04	
VOICE PRODUCTS							
10002	VOICE PRODUCTS	SQ10453	RECORDING SYSTEM	10/20/2020	6,954.00	6,954.00	11/05/2020
Total VOICE PRODUCTS:					6,954.00	6,954.00	
WASTEQUIP, LLC.							
10000	WASTEQUIP, LLC.	65708675	GARBAGE CANS	10/22/2020	21,994.41	21,994.41	11/05/2020
Total WASTEQUIP, LLC.:					21,994.41	21,994.41	
WATCH GUARD VIDEO							
3461	WATCH GUARD VIDEO	4BOINV00065	HARD DRIVE SERVER	10/01/2020	17,905.00	17,905.00	11/05/2020
3461	WATCH GUARD VIDEO	ACCINV00270	KIT BATTERY MICROPHONE	09/11/2020	72.00	72.00	11/05/2020
3461	WATCH GUARD VIDEO	BCMINV00106	BODY CAM	10/15/2020	16,442.00	16,442.00	11/05/2020
Total WATCH GUARD VIDEO:					34,419.00	34,419.00	
WISPWEST.NET							
2087	WISPWEST.NET	2020.11.2	Internet	11/02/2020	50.12	50.12	11/05/2020
Total WISPWEST.NET:					50.12	50.12	
Grand Totals:					389,992.36	389,992.36	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

File Attachments for Item:

C. JUDGE'S MONTHLY REPORT SEPTEMBER 2020

File Attachments for Item:

A. JIM DOMINO OF NEIGHBORWORKS MONTANA, PRESENTS VIEW VISTA COMMUNITY PARTNERSHIP OPPORTUNITY.

Presentation outline for Livingston City Commission meeting – November 17, 2020 via Zoom

Note: Meeting agenda and times lot have not yet been determined/provided

- Introductions, ROC staff, ROC Program and NeighborWorks Montana;
- Discussion of View Vista Community becoming ROC, infrastructure needs identified and prioritized based on Property Conditions Assessment;
- Explanation of Consecutive Service Agreement concept, mention Clear Creek as success story;
- Explain what this would mean for View Vista and County;
 - Allow community to qualify for CDBG, RRGL and other grant and loan programs with local government sponsorship for sewer / water improvements;
 - Help to set the path forward for establishment of Special Improvement District, possible future City annexation;
 - Would not involve increased maintenance costs or expenses for the County;
- Explain timeline for potential CDBG grant application (next funding cycle / 2022 legislative session); would want to ensure View Vista would not compete with any other projects for grant funds;
- Request the Commissioners approve establishment of CSA;
- Questions / Discussion

PROPERTY CONDITION ASSESSMENT

**View Vista Village Apartments
1 View Vista Drive
Livingston, MT 59047**



Prepared for

NeighborWorks Montana
17 5th Street South
Great Falls, MT 59401

Prepared by

Physical Property Analysis, LLC
7227 Broadway, Suite 305
Lemon Grove, CA 91945
Phone: 619 990 8392



PHYSICAL PROPERTY ANALYSIS, LLC

07/25/2019

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View Vista Village Apartments & MHP
 1 View Vista Drive
 Livingston, MT 59047
 Assessment Date: July 10, 2019

Property Type: Multi-Family
 Year(s) Built: Varies
 Gross Site Area: 11.1 Acres
 # of Units: 33

Construction System	Condition			Recommendations		
	Good	Fair	Poor	Immediate	Short Term	Over Term Years 1-15
3.1.3 Accessibility to Disabled Persons		X			\$7,900	
3.2.1 Topography	X					
3.2.2 Storm Water Drainage		X			\$9,000	
3.2.3 Access and Egress						
3.2.4 Paving, Curbing and Parking		X			\$67,500	\$360
3.2.5 Flatwork		X			\$1,500	\$3,000
3.2.6 Landscaping and Appurtenances			X		\$16,000	\$8,000
3.2.7 Recreational Facilities						
3.2.8 Utilities	X					
3.3.1 Foundation		X			\$1,000	
3.3.2 Building Frame	X					
3.3.3 Facades or Curtainwall		X			\$60,000	\$64,500
3.3.4 Roofing		X			\$12,000	\$22,800
3.3.5 Exterior and Interior Stairs		X			\$1,500	
3.3.6 Patio, Terrace, and Balcony					\$8,250	
3.4.1 Plumbing		X		\$2,823	\$8,598	\$223,479
3.4.2 Heating		X				\$43,200
3.4.3 Air Conditioning and Ventilation		X				\$8,250
3.4.4 Electrical		X		\$4,250	\$18,000	\$19,900
3.5 Vertical Transportation		NA				
3.6.2 Alarm Systems		x				\$4,021
3.7.1 Common Areas		X				\$11,950
3.7.2 Tenant Spaces		X			\$6,050	\$333,850
Totals				\$7,073	\$217,298	\$739,289

Repairs and Reserve Summary

	Today's Dollars	w/2.50% Inflation
Immediate Needs	\$33,092	N/A
Short Term Needs	\$188,548	N/A
Years 1-15 Replacement Reserves	\$743,310	\$876,164

	Uninflated	Inflated
Years 1-15	\$/Unit/Year 1,502	\$/Unit/Year 1,770

General Information

Project

View Vista Village Apartments

Client

NeighborWorks Montana
James Domino
17 5th Street South
Great Falls, MT 59401

Consultant

Physical Property Analysis, LLC
7227 Broadway, Suite 305
Lemon Grove, CA 91945
Phone: 619 990 8392 **Fax:** 866 532 6905
E-mail Address: sspeer@physicalpropertyanalysis.com
Assessment Date: 07/10/2019
Report Date: 07/25/2019

Site

View Vista Village Apartments & MHP
1 View Vista Drive
Livingston, MT 59047
County: Park
Latitude: 45.658419
Longitude: -110.554011
Site Access Contact: Mr. James Domino

Property

Property Type: Multi-Family
Reserve Term: 15 years
Inflation Rate: 2.50%
Building Age: 5-94 years
Effective Age: 35 years
Num. Buildings: 6
Gross Site Area: 11.1 Acres

Site Assessor:



Samantha Speer
Project Manager

Senior Reviewer:



Samantha Speer
Owner

1 Executive Summary

1.1 General Description

PPA completed this Property Condition Assessment, of the View Vista Apartments, located at 1 View Vista Drive, Livingston, Park County, Montana 59047 (the Property). The site is located along the south side of E. Geysler Street just north of View Vista Drive. The site has a slight slope to the east-southeast. The Property is located on the same 11.1 parcel of land as the View Vista Mobile Home Park. The land and utilities below the mobile homes and the mobile homes themselves are not included in the scope of work of the site survey and report. Only the vehicular drives and parking areas and amenities related to the apartments, land and utilities below the apartments, and the apartment structures were included within the scope of work for this PCA.

The original use of the Property structures was as a motel with carports at a portion of the structures. Reportedly the Property was considered the gateway to Yellowstone from 1925 until the 1960's when it was converted to apartments. The Property consists of six (6) apartment buildings including one (1) two-story and five (5) one-story buildings. In addition to the apartments, a detached maintenance garage, a detached water heater enclosure, and a detached storage building are located on the site. The buildings are constructed with wood perimeter bearing walls and wood upper floor and roof framing. The structures were developed in phases beginning in 1925 when the office and A Buildings were constructed. The C buildings were reportedly constructed in the 1960's (per maintenance personnel). The maintenance garage was installed in approximately 1982. The most recent structure added to the Property is Building B which is a prefabricated tri-plex building that was transported to the site in 2018.

The building exteriors consist of painted stucco, cedar siding, composite siding, and wood trim. The pitched roofs are covered with composition shingles or standing seam metal finishes. The limited flat roof areas are covered with built-up membrane systems, some of which have been recently coated. The foundation for the two story structure consists of a poured in place concrete basement with below grade slab. The prefabricated structure (Building B) has perimeter cripple walls that create a crawl space and no slab has been provided. The remaining structure foundations presumably incorporate perimeter and interior footings and concrete slab foundation systems.

The Property contains 33 apartment units and approximately 19,500 rentable square feet of building area. Common areas consist of a leasing office and laundry room. As of the day of PPA's survey, the occupancy was 99% percent with one vacant unit.

1.2 General Physical Condition

Based on information gathered and observations made by Physical Property Analysis, LLC (PPA) on July 10-11, 2019, the buildings appear to be in good to fair condition overall. The Property is showing signs of its age although there has been ongoing maintenance and repairs over the years. According to the City of Livingston and the County of Park Building Departments, there are no permit records for the Property as this documentation has not been required by either agency for the Property since original development.

Our survey was conducted by M. Samantha Speer, Senior Project Manager. At the Property we met with Ms. Heather Gillespie, Manager. We discussed the characteristics and maintenance history of the Property and were escorted through the survey by Ms. Gillespie. Representatives of the maintenance staff were available to answer questions during the survey.

The Property was constructed in various stages. The A buildings were constructed in 1925. The C buildings were constructed in the 1960's. The B building is newer, was installed on the Property in 2018 and was constructed in the last 10 years. For the purposes of this report, the Property effective age of 5-94 years is utilized.

Items of deferred maintenance or health and safety issues are discussed within the report.

Assuming the present level of maintenance is improved, and the identified deferred maintenance and health and safety concerns described in this report are remedied, the Property should remain in adequate condition to support its present use and occupancy for at least the next 30 years, unless otherwise noted.

1.3 Opinions of Probable Costs

Immediate Repairs are conditions that pose a threat to health and safety of tenants, employees or visitors and should be made a priority. Short Term repairs are repairs or replacement of systems that are considered necessary in the near future, and possibly accessibility deficiencies that are readily apparent. Replacement reserves are the long-term capital needs, repairs or replacements estimated to be needed for a determined period of time.

1 Executive Summary (continued)

1.4 Deviations from the Guide

The scope of work detailed in ASTM E-2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process have been followed to prepare this property evaluation.

1.5 Recommendations

Based on the findings of the PCA, further studies, research testing, or exploratory probing are recommended for this Project.

- Camera scope the sanitary waste line system, horizontals and verticals, to determine cause of ongoing waste line back-ups.
- Investigate the inadequate electrical system at the C buildings due to ongoing overloading that has occurred.

The following deficiencies require immediate action:

- The enclosed patio and wood deck at the rear of the A4-5 units are unpermitted and in dilapidated condition. Removal of the deck and enclosed patio area are recommended.
- The wood ramp and deck at the rear of the A2 unit are warped, loose and in deteriorated condition. Replacement of these areas is recommended.
- Upgrade the electrical system at the C buildings due to overloading.
- Survey all units and replace leaking galvanized waste lines with copper or PEX.
- Repair or replace sanitary waste lines at units to prevent back ups.
- Survey all units and perform various repairs to deferred maintenance and damaged or original fixtures, finishes, flooring, appliances, plaster and drywall damage, paint, window coverings, etc.
- Repair water intrusion issues in the basement area of A1-2. Install water proofing at basement walls and drainage around the perimeter of this structure.
- Replace stairs at basement at Building A.

The following deficiencies require attention in the short term:

- Add french drains and other features at the site to improve drainage around the structures to reduce the potential for water intrusion into subgrade areas.
- Trim overgrown tree limbs and landscaping away from the roofs and building exteriors to prevent premature wear and tear on the finishes
- Replace damaged concrete walkways.
- Replace damaged dry-rot at wood trim and fascia boards, patch damaged stucco and siding as needed.
- Replace unit entry doors and storm doors that are in poor condition.
- Pave the areas directly adjacent to the leasing office and apartment buildings to allow for a designated van accessible parking stall for the office and delineated parking for each unit.
- Replace unit windows that are in poor condition.
- Paint all building exteriors and trim components.

Long Term Capital Needs

- Maintain landscaping.
- Maintain paved areas.
- Replace sanitary waste sump pump.
- Contribute to refurbishment of the sanitary lift station.
- Replace site (underground) water lines starting from main at west perimeter entry.
- Replace site (underground) sanitary waste lines.
- Replace the remaining older roofs and maintain newer roofs annually.
- Repair and paint exteriors annually.
- Replace storage and water heater enclosures.
- Refurbish maintenance garage and storage shed.
- Replace exterior windows with dual glazed Low E systems on an ongoing basis.
- Replace unit entry and storm doors on an ongoing basis.
- Upgrade apartment building and unit electrical systems including service sizes, subpanels, wiring, outlets, switches and light fixtures.
- Replace unit heating systems and components as needed.
- Replace water heating systems as needed.
- Replace heating boilers as needed.
- Refurbish unit interiors on an ongoing basis.

2 Purpose and Scope

PURPOSE

The purpose of this observation and resulting report is to assess the general condition of the buildings and site in general accordance with ASTM E2018-15, Standard Guide for Baseline Property Condition Assessments. The specific objectives are to:

- Identify and locate obvious defects, deficiencies and items in need of repair or replacement.
- Identify obvious and significant deficiencies concerning common building and safety code compliance.
- Establish a conservative cost estimate to correct such defects, deficiencies, deferred maintenance and violations.
- Establish a conservative replacement reserve sufficient to address capital needs at the Property during the term of 15-years.

The purpose of this PCA is to determine the current condition of the property and to establish appropriate capital reserves. This report includes a description of the overall condition of the building components and systems and conditions that may limit the remaining useful life (RUL) of the property. This PCA includes a review of the status of major building systems and accessibility compliance where applicable, presents a photographic record of the property, and provides a preliminary estimate of recommended repairs and replacements. Accompanying physical descriptions are green discussions, which focus on opportunities to improve energy efficiency, minimize utility usage, use sustainable and recycled materials, and safeguard indoor environmental quality.

PPA conducted an on-site evaluation of the Property to determine the condition of the various components. During the site visit, PPA did not gain access to all areas, operate any specific equipment or perform any tests.

This PCA is intended to be used in support of a pending real estate transaction where the client has requested to obtain a detailed understanding of the current site condition and future capital requirements, for the purpose of underwriting or securing mortgage loans. This report includes a description of the overall condition of the building components and systems and conditions that may limit the Expected Useful Life (EUL) of the property and its systems. This report includes a discussion regarding significant deficiencies, deferred maintenance items, and material code violations at the subject property. The conclusions within this report are based upon a visual survey of the buildings and grounds, research of readily available documents, and conversations with people who have knowledge of the Property.

The assessment is based on interviews with management and local agencies, a review of available documents, and a visual examination of the property. The physical examination included a review of the buildings, foundations, roofs, exterior/interior walls, mechanical systems, doors and windows, interior elements, landscaping, paved areas and utilities.

In accordance with the scope of work, a minimum of 10% of the resident units were accessed and visually assessed to give clarity to the overall condition. In addition, all vacant and down units and all exterior and common areas were surveyed. Photographs of the Property were taken and are included in the appendices. The site assessor visually observed all readily available and accessible units.

The following definitions and reference standards are routinely utilized within the text of this PCA

Excellent - Component or system is in "as new" condition requiring no rehabilitation and should perform in accordance with expected useful life.

Good - In working condition and does not require immediate or short term repairs above an agreed threshold. Component or system is sound and performing its function, although it may show signs of normal wear and tear. Some minor rehabilitation work may be required.

Fair - In working condition, but may require immediate or short term repairs above an agreed threshold. A component or system is of a capacity that is defined as enough for what is required, sufficient, suitable, conforms to standard construction practices, and/or is approaching end of expected performance/useful life. Replacement is anticipated in the near term.

Poor - Not in working condition or requires immediate or short term repairs substantially above an agreed threshold. Component or system falls into one or more of the following categories:

- Evidence of previous repairs not in compliance with commonly accepted practices,
- Workmanship not in compliance with commonly accepted standards,
- Component or system is obsolete,
- Component or system has either failed or cannot be relied upon to continue performing its original function as a result of having exceeded its expected performance,
- Evidence of excessive deferred maintenance, or state of disrepair, and/or

2 Purpose and Scope (continued)

- Present condition could contribute to or cause the deterioration of other adjoining elements or systems. Repair or replacement is required.

3 System Description and Observations

3.1 Overall General Description

The View Vista Village Apartments (the Property) is located a 1 View Vista Drive in Livingston, Montana. The Property is located along the south side of E. Geyser Street just north of View Vista Drive. The site has a slight slope to the east-southeast. The Property is located on the same 11.1 parcel of land on which the View Vista Mobile Home Park is located. The land and utilities below the mobile homes and the mobile homes themselves are not included in the scope of work of the PCA report. Any drive and parking areas and amenities related to the apartments, land and utilities below the apartments, and the apartment structures were included within the scope of work for this PCA.

The original use of the Property structures was as a motel with carports at a portion of the structures. Reportedly the Property was considered the gateway to Yellowstone from 1925 until the 1960's when it was converted to apartments. There are six (6) apartment buildings including one (1) two-story and five (5) one-story structures. In addition to the apartments, a detached maintenance garage, a detached water heater enclosure, and a detached storage building are located on the site. The buildings are constructed with wood perimeter bearing walls and wood upper floor and roof framing. The structures were developed in phases beginning in 1925 when the office and A Buildings were constructed. The C buildings were reportedly constructed in the 1960's (per maintenance personnel). The maintenance garage was installed in approximately 1982. The most recent structure added to the Property is Building B which is a prefabricated tri-plex building that was transported to the site in 2018.

The building exteriors consist of painted stucco, cedar siding, composite siding, and wood trim. The pitched roofs are covered with composition shingles or standing seam metal finishes. The limited flat roof areas are covered with built-up membrane systems, some of which have been recently coated. The foundation for the two story structure consists of a poured in place concrete basement with below grade slab. The prefabricated structure (Building B) has perimeter cripple walls that create a crawl space and no slab has been provided. The remaining structure foundations presumably incorporate perimeter and interior footings and concrete slabs.

The Property contains 33 apartment units and approximately 19,500 square feet of building area. Common areas consist of a leasing office and laundry room. As of the day of PPA's survey, the occupancy was 99% percent with one vacant unit.

Site Information

Primary Use:	Multi-Family
Ownership Entity:	MTM Properties, LLC
Property Management Firm:	Maverick Property Management
Gross Site Area:	11.1 Acres

Visit Information

Site Assessor:	Samantha Speer
Date of Site Visit:	07/10/2019
Weather:	Clear
Temperature:	80 degrees
Accompanied By:	Heather Gillespe

3.1.1 Building Summary

The two-story apartment structure that contains units A1-2 is constructed with wood perimeter bearing walls and wood upper floor and roof framing. The A1-2 Building was constructed in 1925 and the exteriors consist of painted stucco and wood trim. This structure has a full basement area below. The pitched roof is covered with composition shingles. This structure contains a small balcony area, wood entry stairs and a wood ramp and deck structure.

The two single-story structures that contain units A4-19 were constructed in 1925 and are wood framed structures with concrete slab foundation systems. The exteriors are painted stucco and the pitched roofs are covered with composition shingles. Limited flat roof areas are covered with built-up membrane systems.

The single-story structures that contain units C20-43 were constructed in the 1960's and are wood framed structures with stained and painted wood siding and wood trim. These structures have pitched low sloped roofs covered with metal roofing, composition shingles and built-up membrane systems. These structures presumably incorporate concrete foundations with concrete footings.

The triplex building is a prefabricated wood structure with a raised crawl space foundation system that incorporates cripple walls. The exteriors of this structure are finished with painted composite siding and wood trim. Wood framed stairs and landings are provided at the main entry to each unit. This building was constructed sometime in the last 5-10 years and was installed on the Property in 2018. The pitched roof of this structure is covered with composition shingles.

The Property representatives have no records of the total building area for the Property. It is estimated based on observed units, and other information provided by the owner, that there is approximately 16,500 rentable square feet of building area.

3 System Description and Observations (continued)

3.1 Overall General Description (continued)

3.1.1 Building Summary (continued)

The estimated gross building area including the basement and the detached maintenance, mechanical and storage structures is 19,500 square feet.

Building Name:	View Vista
Number of Floors:	1 and 2
Number of Rooms:	33
Number of Basement Levels:	1
Total Leasable Area:	19,500
Structure:	wood-framed
Exterior Walls:	Stucco, siding, wood
Roof:	asphalt shingle
Foundation:	Slab-on-Grade
HVAC:	Individual HVAC Units
Electrical:	Pole Mounted Transformers
Vertical Transportation:	None

Apartment Unit Types and Mix		
Quantity	Type	Floor Area
1	Studio / One Bathroom	300 SF
23	One Bedroom / One Bathroom	400 SF
9	Two Bedroom / One Bathroom	800 SF
33	Total	

3.1.2 Other Structures

The maintenance garage is a single story wood and steel framed structure with vinyl siding and a standing seam metal roof. The structure is provided with a concrete slab foundation system.

The water heater enclosure and storage shed are wood framed structures. Access was not provided to the storage shed interior. The water heater enclosure is wood framed with a concrete slab foundation and stucco exteriors. The pitched roof is covered with composition shingle roofing.

3.1.3 Accessibility to Disabled Persons

Description: A screening for compliance with the following accessibility standards has been performed:

- Uniform Federal Accessibility Standard (UFAS per Section 504 of the Rehabilitation Act of 1973)
- Fair Housing Act Amended (FHAA)
- American with Disability Act (ADA)

This screening is intended to identify basic compliance issues and is not intended to provide a detailed analysis of compliance. Please note that the various standards have similar provisions but are not exactly the same.

3 System Description and Observations (continued)

3.1 Overall General Description (continued)

3.1.3 Accessibility to Disabled Persons (continued)

Section 504 of the Rehabilitation Act of 1973 applies to programs of the Federal government. Some forms of HUD-FHA participation in a transaction trigger Section 504 compliance. The HUD-FHA 223f Pilot program is a trigger. UFAS compliance is mandated by Section 504. UFAS is a Federal accessibility standard that pre-dates ADA but contains many similar provisions. Projects subject to this regulation constructed after August 10, 1982 are required to have 5% of the units are fully accessible. Common areas must also be accessible. Projects constructed before that are encouraged to provide 5% fully accessible units during renovation/rehabilitation/repair as deemed feasible and practical.

The Property is not subject to UFAS guidelines as no Federal funding was reported.

The scope of this report is limited to a very general overview of the Property improvements based upon the requirements of the Fair Housing Act (FHA) Guidelines to identify clear and unequivocal violations of the Act. It is not intended for use or reliance as an audit for purposes of determining strict compliance but is a tool to identify whether a full compliance audit may be appropriate.

Applicability

The Fair Housing Act Amended (FHAA) is a civil rights law that forbids discrimination based on race, color, religion, sex, national origin, familial status and disability. The Fair Housing Act does not require any renovations to existing buildings. The Fair Housing Act design and construction requirements apply to "covered multifamily dwellings" designed and constructed "for first occupancy" after March 13, 1991. A building was not designed or constructed for first occupancy if:

- It was occupied by March 13, 1991.
- If the last building permit or renewal of a building permit was issued on or before June 15, 1990.
- Buildings where the last building permit was issued on or before June 15, 1990 are not covered by the design and construction requirements. Even if the last building permit was issued after June 15, 1990, if the property was occupied before March 13, 1991, it is not covered. HUD adopted these dates to allow time for the requirements to be considered during the design and construction phase of new properties.
- The "first occupancy" language in the statute has been defined in HUD's Fair Housing Act regulations as "a building that has never before been used for any purpose." This means buildings that are rehabilitated are not covered by the design and construction requirements even if the rehabilitation occurs after March 13, 1991 and even if it is substantial rehabilitation.

In order to be in compliance with the Fair Housing Act, there are seven basic design and construction requirements that must be met. For the purpose of performing this assessment, PPA has separated the requirements of FHA compliance into eight (8) compliance requirements/questions as follows:

1. An accessible building entrance on an accessible route. All covered multifamily dwellings must have at least one building entrance on an accessible route unless it is impractical to do so because of the terrain or unusual characteristics of the site.
 - An accessible route means a continuous, unobstructed path connecting accessible elements and spaces within a building or site that can be negotiated by a person with a disability who uses a wheelchair, and that is also safe for and usable by people with other disabilities.
 - An accessible entrance is a building entrance connected by an accessible route to public transit stops, accessible parking and passenger loading zones, or public streets and sidewalks.
2. Accessible common and public use areas. Covered housing must have accessible and usable public and common-use areas. Public and common-use areas cover all parts of the housing outside individual units. They include -- for example -- building-wide fire alarms,

3 System Description and Observations (continued)

3.1 Overall General Description (continued)

3.1.3 Accessibility to Disabled Persons (continued)

parking lots, storage areas, indoor and outdoor recreational areas, lobbies, mailrooms and mailboxes, and laundry areas.

3. Usable doors (usable by a person in a wheelchair). All doors that allow passage into and within all premises must be wide enough to allow passage by persons using wheelchairs.

4. Accessible route into and through the dwelling unit. There must be an accessible route into and through each covered unit.

5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.

6. Reinforced walls in bathrooms for later installation of grab bars. Reinforcements in bathroom walls must be installed, so that grab bars can be added when needed. The law does not require installation of grab bars in bathrooms.

7. Usable kitchens and bathrooms. Kitchens and bathrooms must be usable - that is, designed and constructed so an individual in a wheelchair can maneuver in the space provided.

8. There can be no complaints regarding access by occupants of the property. If there are any known complaints, action is required to mitigate tenant needs regarding access if deemed feasible and reasonable.

Observations

Based on the date of construction, FHAA does not apply to the Property.

Title III of the ADA prohibits discrimination based on disability by private entities in places of public accommodation and requires that places of public accommodation and commercial facilities be designed, constructed and/or altered so as to be readily accessible to and usable to persons with disabilities.

Title III of ADA divides covered buildings and facilities into two (2) categories; public accommodation and commercial facilities. Portions of the property deemed to be public accommodations are subject to the ADA compliance. The ADA requires a place of public accommodation to remove architectural and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable. Readily achievable is defined as easily accomplishable and able to be carried out without much difficulty or expense. Readily achievable is determined on an individual basis. No numerical formula or threshold of any kind has been set by the Justice Department. Items that are currently not readily achievable may become so in the future. No periodic assessment or self-assessment is required by the ADA. However, the Justice Department urges public accommodations to establish procedures for ongoing assessment of their compliance with the barrier removal requirements.

The leasing office is considered an area of public accommodation.

The Owner of the property is responsible for deciding what building modifications for compliance are readily achievable based on financial constraints through consultation with an attorney or other qualified professional.

Recommendation: Due to the leasing office being a public access area, one van accessible parking stall should be provided. In addition an accessible path of travel should be provided from the parking area to the leasing office entry.

The turning radius requirements within the office space may be achievable through reorganization and new furnishings placement.

3 System Description and Observations (continued)

3.1 Overall General Description (continued)

3.1.3 Accessibility to Disabled Persons (continued)

Consideration should be given to improving the signage for the Property, including directional signage.

Though the laundry room is not a public access facility, consideration should be given to modifying the entry to this area as the current threshold height exceeds allowances. Tenant's guests may access this area. A ramp may be needed to achieve compliance.

The units that have temporary wood framed wheel chair ramps at the entries should have modifications made to provide adequate and safe ramps that are permanent to the site.

If the apartment units are to be made fully accessible during future renovations, significant structural modifications will be required to achieve compliance.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Accessible Parking Stall	35	35	0	Short	\$1,900
Accessible Path of Travel	35	35	0	Short	\$2,000
Replace or Install Ramps	35	35	0	Short	\$2,500
Signage	35	35	0	Short	\$1,500
Total					\$7,900

3.2 Site

3.2.1 Topography

Description: The site is surrounded by single family residences, schools, office buildings, and a creek. The site and surrounding areas are generally flat in topography with a gradual slope to the east-southeast.

Recommendation: No problems were observed or reported.

3.2.2 Storm Water Drainage

Description: Storm water is facilitated by surface flow and natural percolation into the permeable ground surface.

Recommendation: The buildings are surrounded by landscaping and dirt. The parking and drive aisles are unpaved. Roof drainage features are not provided to assist in diversion of water away from the building perimeters. The conditions may be contributing to the water intrusion issues in the basement at A1-2. It is recommended that drainage improvements be completed, specifically around the building perimeters. Gutters and downspouts would help direct water flow from the structures. The addition of area drains may also assist with improved site drainage.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Drainage devices	50	50	0	Short	\$9,000

3.2.3 Access and Egress

Description: Main access to the site is provided from municipal walkways along the north and south perimeters. Vehicular access is from one entry drive off E. Geyser Street to the north and two from View Vista Drive to the south.

Recommendation: No problems observed or reported.

3 System Description and Observations (continued)

3.2 Site (continued)

3.2.4 Paving, Curbing and Parking

Description: Designated and marked parking spaces are not provided. The parking areas and drive aisles are not paved.

Recommendation: Install paving at entry drives and parking and drive areas associated with the apartment structures and maintenance areas. Mark parking stalls for office, apartments and guests. A total of 36 parking stalls is estimated, including one van accessible stall for the office.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Asphalt pavement - full depth	25	25	0	Short	\$67,500
Restripe paving	6	0	6	6	\$180
				12	\$180
Total					\$67,860

3.2.5 Flatwork

Description: Concrete walkways are located along the front facades of the apartment buildings and at the entries to the laundry room and office.

Recommendation: Several walkways were noted with cracks and damage, likely due to snow pack and salting procedures. Remove and replace any significantly damaged concrete.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace Concrete Sidewalk	40	35	0-5	Short	\$1,500
Replace Concrete Sidewalk	50	40	10	5	\$1,000
				10	\$1,000
				15	\$1,000
Total					\$4,500

3.2.6 Landscaping and Appurtenances

Description: Limited landscaping consists of bushes, ground cover, and trees. Irrigation is not provided. Limited wood site fencing is provided at the site. Signage consists of building mounted address, property and unit signage.

Recommendation: The landscaping is overgrown and should be trimmed back away from the structures and roofs to prevent premature wear and tear on the buildings and finishes.

The wood fencing is older and replacements are anticipated in the near future.

The signage is dated. Replacements and accessibility improvements are recommended.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace Wood Fencing	20	15	5	5	\$3,000
Trim and repair landscaping	40	35	0-5	Short	\$15,000
				10	\$5,000
Signage	20	20	0	Short	\$1,000
Total					\$24,000

3 System Description and Observations (continued)

3.2 Site (continued)

3.2.7 Recreational Facilities

Description: Not applicable.

Recommendation: N/A

3.2.8 Utilities

Description: The Property is connected to the municipal water and sewer system provided by the City of Livingston. The Property is reportedly responsible for all sewer and water lines as well as the sump pump system that lifts sewage to the street where it connects to the City system. Natural gas and electricity is provided by Northwest Energy. There are no domestic water wells, diesel fuel, propane, septic, or sanitary waste treatment systems on the Property.

Recommendation: No problems reported or observed.

3.3 Structural Frame and Building Envelope

3.3.1 Foundation

Description: The foundation at the original 1925 two-story apartment building consists of a poured in place concrete basement with a concrete slab below grade. The foundation at the one-story A and C apartment buildings consist of concrete slabs on grade with perimeter footings presumed. The recently installed prefabricated apartment building (B Building) contains a wood cripple wall foundation system. Most of the foundations were not observed due to closed building conditions. The maintenance shed was not accessed so it is unknown if a foundation exists below that structure. The water heater enclosure was observed with a concrete slab.

Recommendation: Seal the basement walls and slab at A1-1 to alleviate moist conditions. Epoxy inject any slab cracks prior to sealing. Also see above recommended drainage repairs.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Foundation. Waterproof	40	35	0	Short	\$1,000

3.3.2 Building Frame

Description: The buildings are constructed with wood framed perimeter walls, upper floors and roofs. Attic spaces are provided; however, access was not provided during PPA's site survey. No evidence of termite infestation was observed in the areas accessed by PPA.
>

Recommendation: No problems reported.

3.3.3 Facades or Curtainwall

Description: The exterior finishes are a combination of painted stucco, and wood, cedar and composite siding, and wood trim elements. The unit entry and common area doors are insulated metal in wood frames or wood and glass assemblies in wood frames with knob hardware. Storm doors are provided at some units. Single glazed aluminum or wood framed horizontal sliding or single hung windows are installed at most units. Some newer vinyl framed dual glazed windows were observed. The windows at B Building are dual glazed vinyl framed assemblies. Many original windows were observed.

3 System Description and Observations (continued)

3.3 Structural Frame and Building Envelope (continued)

3.3.3 Facades or Curtainwall (continued)

Recommendation: Replace unit entry doors and storm doors on an ongoing basis beginning in the Short Term for fixtures that are damaged or in worn condition.

Replace the unit windows on an ongoing basis due to age and for improved energy efficiency.

Replace dry rot damage and siding damage throughout the building exteriors. Stucco patching, replacement of wood trim elements and fascia boards, window trim, and repairs and partial replacement of siding is needed. Following these repairs, all building exteriors should be properly prepared and painted with an exterior rated paint.

Anticipate refurbishment of the maintenance storage building, maintenance garage structure and water heater enclosure during the term.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Exterior repairs, dry rot replacements, siding repairs/replacements and paint	10	10	0	Short	\$60,000
Replace windows	30	35	0	1	\$6,000
				2	\$6,000
				3	\$6,000
				4	\$6,000
				5	\$6,000
Replace doors and storm doors	35	35	0	1	\$1,800
				2	\$1,800
				3	\$1,800
				4	\$1,800
				5	\$1,800
				6	\$1,800
				7	\$1,800
				8	\$1,800
				9	\$1,800
				10	\$1,800
				11	\$1,800
				12	\$1,800
				13	\$1,800
				14	\$1,800
				15	\$1,800
Refurbish maintenance structure	35	25	10	10	\$2,000
Refurbish water heater enclosure	40	35	5	5	\$2,500
Refurbish storage shed	40	35	5	5	\$3,000
Total					\$124,500

3.3.4 Roofing

Description: The roofs are wood framed. Pitched roofs are covered with composition shingles or standing seam metal roofing. Some of the pitched roofing was recently coated, while others were replaced. Limited low sloped roofs are covered with a built-up membrane systems with mineral cap sheets or a coating system. The roofs vary in age from 5 to 20 years in age. Roof drainage is not provided.

3 System Description and Observations (continued)

3.3 Structural Frame and Building Envelope (continued)

3.3.4 Roofing (continued)

Recommendation: Based on the region in which the Property is located, anticipate ongoing roofing maintenance during the term.

Any remaining older roofing should be replaced in the near term.

Add gutters and downspouts as feasible to provide for improved drainage away from the structures.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Gutters and downspouts	25	35	0	Short	\$12,000
Roof membrane - Replace	12	10	2	2	\$1,800
Roof - metal panels	40	30	10	10	\$6,000
Roofing maintenance	1	0	1	1	\$1,000
				2	\$1,000
				3	\$1,000
				4	\$1,000
				5	\$1,000
				6	\$1,000
				7	\$1,000
				8	\$1,000
				9	\$1,000
				10	\$1,000
				11	\$1,000
				12	\$1,000
				13	\$1,000
				14	\$1,000
				15	\$1,000
Total					\$34,800

3.3.5 Exterior and Interior Stairs

Description: The basement stairs at the A Building are wood framed with wood handrails. The interior stairs at A1-2 are wood framed with carpeted treads and wood handrails.

Recommendation: The basement stairs at the A1-2 building lack a wall handrail and the slope of the stairs is unsafe. Reconstruct these stairs and provide a new handrail system.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace basement stairs and handrails A Building	30	35	0	Short	\$1,500

3.3.6 Patio, Terrace, and Balcony

Description: The entry to the B Building units is provided by wood stairs and landings with wood handrails.

The A1-2 building has wood framed steps at the ground floor entry and a wood deck and ramp at the rear entry.

Units A4-5 has an enclosed patio area and wood deck at the rear of the unit.

3 System Description and Observations (continued)

3.3 Structural Frame and Building Envelope (continued)

3.3.6 Patio, Terrace, and Balcony (continued)

Recommendation: The wood deck and ramp and stairs at the A1-2 building are deteriorating and in need of repairs or replacement.

The enclosed patio and wood deck at the rear of A 4-5 need to be refurbished or removed. The deck surface is wood and unsealed. The enclosed patio area has damaged sections and is deteriorated. Remove is recommended.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace deck and ramp A1-1	30	35	1	Short	\$5,250
Demo Deck and Patio Enclosure	25	25	1	Short	\$3,000
Total					\$8,250

3.4 Mechanical and Electrical Systems

3.4.1 Plumbing

Description: The visible sanitary waste lines were observed to consist of cast iron, PVC and ABS materials. The sanitary system flows to connections with the municipal system. A sump pump and sanitary lift station are operated on the site; however, only the sump pump and a portion of the cost to maintain the lift station are related to the apartment buildings.

The domestic water lines observed were galvanized, PVC, and copper. The A1-2 units are serviced by one 50 gallon gas-fired water heater located in the basement. The remaining A Units are serviced by one central boiler and storage tank for domestic hot water. The C buildings are serviced by one central gas-fired 100 gallon water heater. The B Building units are serviced by individual approximately 30 gallon electric water heaters that were not accessible due to location in a closed cabinet area.

The units are provided with residential grade plumbing fixtures. Toilets are standard floor-mounted vitreous china fixtures. Low flow fixtures have been installed in limited locations on tenant turn over. Tubs are either glazed cast iron free standing tubs or glazed steel fixtures with ceramic tile enclosures or prefabricated fiberglass fixtures. Showers are ceramic tile.

Recommendation: Replace sump pump for sanitary waste system during the term.

Partial cost to replace sanitary waste lift station during the term.

Replace main and branch sanitary waste lines on an ongoing basis.

Survey units and repair active water leaks.

Anticipate ongoing water line replacements and repairs.

Replace the central boilers and water heaters during the term.

Refurbish or replace unit tubs, showers, enclosures, valves, controls, shower heads, faucets and toilets on an ongoing basis.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Submersible pumps	15	12	3	3	\$6,000
Sewage ejectors	20	15	5	5	\$8,000
Hot and cold water distribution piping	50	35	0	Immed	\$2,823
				Short	\$2,823
				1	\$2,823
				2	\$2,823

3 System Description and Observations (continued)

3.4 Mechanical and Electrical Systems (continued)

3.4.1 Plumbing (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				3	\$2,823
				4	\$2,823
				5	\$2,823
				6	\$2,823
				7	\$2,824
				8	\$2,824
				9	\$2,824
				10	\$2,824
				11	\$2,824
				12	\$2,824
				13	\$2,824
				14	\$2,824
				15	\$2,824
Sanitary waste and vent system piping	50	35	0	1	\$3,734
				2	\$3,734
				3	\$3,734
				4	\$3,734
				5	\$3,734
				6	\$3,733
				7	\$3,733
				8	\$3,733
				9	\$3,733
				10	\$3,733
				11	\$3,733
				12	\$3,733
				13	\$3,733
				14	\$3,733
				15	\$3,733
Water heater	15	13	2	2	\$5,000
Water heater storage tanks	30	20	10	10	\$1,500
Domestic water boilers	20	5	15	15	\$12,000
30-50 gallon water heater	12	3	9	9	\$1,500
				10	\$1,500
				11	\$1,500
				12	\$1,500
Replace unit plumbing fixtures	35	35	0	Short	\$5,775
				1	\$5,775
				2	\$5,775
				3	\$5,775
				4	\$5,775
				5	\$5,775
				6	\$5,775
				7	\$5,775
				8	\$5,775
				9	\$5,775
				10	\$5,775

3 System Description and Observations (continued)

3.4 Mechanical and Electrical Systems (continued)

3.4.1 Plumbing (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				11	\$5,775
				12	\$5,775
				13	\$5,775
				14	\$5,775
				15	\$5,775
Total					\$234,900

3.4.2 Heating

Description: The A2 unit is heated by one natural gas-fired forced air unit. The A1 unit contains a gas-fired space heater. The newer tri-plex building units are heated and cooled by wall-mounted electric heat pumps. The A4-5 unit has a combination of hydronic baseboard heaters and a gas-fired space heater. The balance of the units are heated by hydronic baseboard heaters or gas-fired space heaters. The heated air is distributed via ductwork, an internal fan in the unit, or via radiant heat. The radiant heating system is serviced by two gas-fired boilers and individual circulation pumps in each unit.

Recommendation: Replace the hydronic baseboard heaters and circulation pumps and maintain the water boilers and pumps during the term.

Replace the gas furnace and space heaters as needed during the term.

Replace the heat pump equipment during the term.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace hydronic baseboard heaters	25	24	1	1	\$584
				2	\$584
				3	\$584
				4	\$584
				5	\$584
				6	\$583
				7	\$583
				8	\$583
				9	\$583
				10	\$583
				11	\$583
				12	\$583
				13	\$583
				14	\$583
				15	\$583
Replace hydronic pumps	12	11	1	1	\$250
				2	\$250
				3	\$250
				4	\$250
				5	\$250
				6	\$250
				7	\$250
				8	\$250
				9	\$250

3 System Description and Observations (continued)

3.4 Mechanical and Electrical Systems (continued)

3.4.2 Heating (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				10	\$250
				11	\$250
				12	\$250
				13	\$250
				14	\$250
				15	\$250
Replace gas fired heaters	20	19	1	1	\$7,500
				2	\$7,500
				3	\$7,500
Replace gas fired furnace	20	5	15	15	\$2,800
Replace heat pumps	15	5	10	10	\$1,800
				11	\$1,800
				12	\$1,800
Total					\$43,200

3.4.3 Air Conditioning and Ventilation

Description: The three units in the B building are provided with wall-mounted electric heat pumps for cooling. The other units are not provided with air conditioning unless installed by the tenant. Bathrooms are provided with residential grade ventilation fans in a portion of the units.

Recommendation: Replace and upgrade the bathroom ventilation systems with humidistat controlled equipment.

Costs to replace the B Building heat pumps are included in Section 3.4.2.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Fans	20	19	1	1	\$550
				2	\$550
				3	\$550
				4	\$550
				5	\$550
				6	\$550
				7	\$550
				8	\$550
				9	\$550
				10	\$550
				11	\$550
				12	\$550
				13	\$550
				14	\$550
				15	\$550
Total					\$8,250

3 System Description and Observations (continued)

3.4 Mechanical and Electrical Systems (continued)

3.4.4 Electrical

Description: The buildings are master metered and electrical service size varies from 100-200 amps. The units are provided with a minimum of 20 amps of service. Copper branch wiring was observed and reported. Circuit breakers are provided for overload protection. Stablok brand subpanels were observed in some locations. Various electrical work has been completed since original construction.

Exterior lighting consists of incandescent fixtures. Interior lighting consists of compact florescent and incandescent fixtures.

Recommendation: The electrical system at the C buildings is reportedly undersized and circuit breakers often are overloaded and trip. In addition, antiquated subpanels and lack of GFCI outlets, and ungrounded (2 prong) outlets were observed. It is recommended that a electrical system upgrade be undertaken in the near future for the C buildings. Immediately install GFCI outlets in kitchen and bathroom areas. Replace Stablok brand panels where present due to antiquated equipment. Install covers at open subpanels to prevent tampering. Properly label all electrical subpanels. Provide grounded outlets where not currently provided.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
C Building, Electrical System Upgrade	50	50	0	Short	\$18,000
Add GFCI Outlets	25	25	0	Immed	\$3,750
Ongoing electrical repairs and upgrades	50	49	1	1	\$2,000
				2	\$2,000
				3	\$2,000
				4	\$2,000
				5	\$2,000
Electrical devices, switches and outlets	15	14	1	1	\$660
				2	\$660
				3	\$660
				4	\$660
				5	\$660
				6	\$660
				7	\$660
				8	\$660
				9	\$660
				10	\$660
				11	\$660
				12	\$660
				13	\$660
				14	\$660
				15	\$660
Miscellaneous Electrical Repairs	50	35	0	Immed	\$500
Total					\$42,150

3.5 Vertical Transportation

Elevators or other vertical transportation systems are not provided.

3 System Description and Observations (continued)

3.6 Life Safety/Fire Protection

3.6.1 Sprinklers and Standpipes

The buildings are not provided with fire sprinkler systems.

3.6.2 Alarm Systems

Description: Residential grade battery operated smoke and carbon monoxide detectors are provided.

Recommendation: Some units were noted with missing smoke and carbon monoxide detectors. Survey all units and areas that contain natural gas fired equipment and replace missing life/safety equipment immediately. Anticipate ongoing smoke and carbon monoxide detector replacements during the term.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Replace missing smoke detectors	10	10	0	Immed	\$269
				1	\$269
				2	\$268
				3	\$268
				4	\$268
				5	\$268
				6	\$268
				7	\$268
				8	\$268
				9	\$268
				10	\$268
				11	\$268
				12	\$268
				13	\$268
				14	\$268
				15	\$268
Total					\$4,290

3.6.3 Other Systems

Description: Fire extinguishers with current certification were noted in common areas, at building exteriors and in the interior of some units.

Recommendation: Information Missing - input data or select default language.

3.7 Interior Elements

3.7.1 Common Areas

Description: The interior common areas consist of the leasing office and the laundry room. The office is finished with carpeting, painted plaster walls and standard office furnishings. The laundry room is finished with plaster walls and vinyl flooring. The laundry equipment is owned and maintained by the Property.

Recommendation: Refurbish the office and laundry rooms during the term.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Laundry room washers	15	13	2	2	\$1,400
Laundry room dryers	15	12	3	3	\$1,600
Carpet, office	7	6	1	1	\$1,350

3 System Description and Observations (continued)

3.7 Interior Elements (continued)

3.7.1 Common Areas (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				8	\$1,350
				15	\$1,350
Sheet vinyl, laundry room	20	19	1	1	\$400
Walls and ceilings - paint, common areas	5	3	2	2	\$1,500
				7	\$1,500
				12	\$1,500
Total					\$11,950

3.7.2 Tenant Spaces

Description:

The unit floor covering consists of sheet vinyl, vinyl plank or carpeting. Painted plaster or drywall with a knock down or an orange peel texture was observed at the unit interior walls. Ceilings are painted plaster or drywall in the kitchen and bathroom with either painted drywall or spray applied acoustical finish in living areas. Suspended ceiling tile systems have been installed in some units. Spline ceiling tiles were observed in another unit surveyed.

Appliances include an electric oven/range, vented range hood in limited units, and a refrigerator. The B Building units contain stacked washer and dryer equipment that is owned by the Property. Bathroom sinks are drop-in plastic or porcelain glazed fixtures, integral cultured marble fixtures, or wall-mounted glazed porcelain fixtures. Limited low-flow plumbing fixtures have been installed on turn over. Kitchen sinks are drop-in stainless steel or porcelain glazed cast iron fixtures. Both single and dual basin sinks are provided. Kitchen cabinets and bathroom vanities are laminated particle board. Counters are preformed laminate. Interior doors are solid or hollow core wood.

Recommendation:

The B Building interior finishes are newer an in overall good condition. The remaining units surveyed were observed with finishes and fixtures in various condition ranging from fair to poor. The one vacant unit was observed to be in rent ready condition, pending a few minor repairs.

Based on the observed conditions, ongoing renovations are anticipated for the unit interiors including replacement of cabinets, counters, showers/tubs/enclosures, plumbing fixtures, paint, drywall/plaster, flooring, electrical and light fixtures, appliances and laundry equipment during the term. It is recommended that carpeting be removed from the units and that vinyl plank flooring be installed throughout the units on turn over.

COST SUMMARY

Recommendation	EUL	EFF AGE	RUL	Year	Cost
Vinyl Plank	20	20	0	Short	\$6,050
				1	\$6,050
				2	\$6,050
				3	\$6,050
				4	\$6,050
				5	\$6,050
Walls and ceilings. Paint	5	4	1	1	\$1,430
				2	\$1,430
				3	\$1,430
				4	\$1,430
				5	\$1,430
				6	\$1,430

3 System Description and Observations (continued)

3.7 Interior Elements (continued)

3.7.2 Tenant Spaces (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				7	\$1,430
				8	\$1,430
				9	\$1,430
				10	\$1,430
				11	\$1,430
				12	\$1,430
				13	\$1,430
				14	\$1,430
				15	\$1,430
Kitchen cabinets	20	19	1	1	\$7,700
				2	\$7,700
				3	\$7,700
				4	\$7,700
				5	\$7,700
				6	\$7,700
				7	\$7,700
				8	\$7,700
				9	\$7,700
				10	\$7,700
				11	\$7,700
				12	\$7,700
				13	\$7,700
				14	\$7,700
				15	\$7,700
Countertop and sink	20	19	1	1	\$3,300
				2	\$3,300
				3	\$3,300
				4	\$3,300
				5	\$3,300
				6	\$3,300
				7	\$3,300
				8	\$3,300
				9	\$3,300
				10	\$3,300
				11	\$3,300
				12	\$3,300
				13	\$3,300
				14	\$3,300
				15	\$3,300
Vanity and top	15	14	1	1	\$1,540
				2	\$1,540
				3	\$1,540
				4	\$1,540
				5	\$1,540
				6	\$1,540
				7	\$1,540

3 System Description and Observations (continued)

3.7 Interior Elements (continued)

3.7.2 Tenant Spaces (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				8	\$1,540
				9	\$1,540
				10	\$1,540
				11	\$1,540
				12	\$1,540
				13	\$1,540
				14	\$1,540
				15	\$1,540
Range	20	19	1	1	\$1,430
				2	\$1,430
				3	\$1,430
				4	\$1,430
				5	\$1,430
				6	\$1,430
				7	\$1,430
				8	\$1,430
				9	\$1,430
				10	\$1,430
				11	\$1,430
				12	\$1,430
				13	\$1,430
				14	\$1,430
				15	\$1,430
Refrigerator	15	14	1	1	\$1,540
				2	\$1,540
				3	\$1,540
				4	\$1,540
				5	\$1,540
				6	\$1,540
				7	\$1,540
				8	\$1,540
				9	\$1,540
				10	\$1,540
				11	\$1,540
				12	\$1,540
				13	\$1,540
				14	\$1,540
				15	\$1,540
Mark up for asbestos and lead paint, potential mold	50	35	1	1	\$3,000
				2	\$3,000
				3	\$3,000
				4	\$3,000
				5	\$3,000
				6	\$3,000
				7	\$3,000
				8	\$3,000

3 System Description and Observations (continued)

3.7 Interior Elements (continued)

3.7.2 Tenant Spaces (continued)

COST SUMMARY continued

Recommendation	EUL	EFF AGE	RUL	Year	Cost
				9	\$3,000
				10	\$3,000
				11	\$3,000
				12	\$3,000
				13	\$3,000
				14	\$3,000
				15	\$3,000
Washer / dryer - combo units	15	2	13	13	\$4,500
Total					\$339,900

4 Additional Considerations

Description: The site and all public areas were screened for general compliance with the following applicable codes and regulations.

Per representatives of the Park County Planning Department, there is no current zoning for the Property parcel. The Parcel has not been annexed to the City of Livingston.

PPA recommends the use of energy-efficient technologies in housing through increased procurement of ENERGY STAR products and appliances.

Recommendation: During rehabilitation and future routine replacement, it is recommended to consider the following items to improve energy:

- Energy Star air conditioners, appliances, window and sliding door assemblies
 - Improved insulation in attic spaces
 - WaterSense plumbing fixtures
 - Energy efficient lighting systems including controls
-

5 Document Review and Interviews

5.1 Building and Fire Code Compliance

Representatives of the Park County Building Department reported no available records of historical building permits for the Property buildings. This agency does not conduct annual inspections at the Property.

PPA attempted to contact the Park County Fire Department to obtain information regarding outstanding violations for the Property. This agency does not conduct annual inspections at the Property.

Information provided by the current owner indicated that the State of Montana current certificate approves a mobile home park for 50 mobile homes and 25 recreational vehicle parking stalls.

5.2 Document Review

As part of the review, the following items were obtained and reviewed.

- Appraisal completed by Bridger Appraisals dated June 22, 2018
- Presurvey Questionnaire
- Rent Roll
- Parcel Map
- FEMA Map
- ALTA Survey dated 5/10/2012
- Property Record Card, Park County Assessor

Persons familiar with the property were interviewed, including the property manager, maintenance staff, owner's representative, and other designated stakeholders. PPA conducted site interviews and requested that persons familiar with the property complete a questionnaire. PPA made efforts to discuss housing concerns and comfort levels with building tenants; however, as a respect of privacy, resident and occupant names are not recorded. Interviews during the inspection process with representative tenants which identify any adverse conditions or occupant comfort concerns are addressed within the recommended repairs and replacements.

A Presurvey Questionnaire was forwarded to the designated Property contact. The information requested in the questionnaire assists in our research of the Property to obtain pertinent property data, discover existing physical deficiencies, chronic problems, the extent of repairs, if any, and their costs, and pending repairs and improvements. The Presurvey Questionnaire was completed and is attached in the Exhibits.

5.3 Interviews

The following individuals or entities were interviewed as part of the PCA.

Ms. Heather Gillespie, Property Manager
Park County Fire, Planning and Building Department
Park County Assessor
Various tenants as available
Maintenance personnel

6 Opinions of Probable Costs to Remedy Physical Deficiencies

Tables indicating cost estimates for immediate repairs, short term repairs and replacement reserve costs are included in this report. Immediate repair costs are for deficiencies observed during the Property Condition Assessment that require immediate action in order to prevent further deterioration to the element or to prevent possible injury due to an unsafe condition and/or code violation. The immediate repair items identified represent an estimated cost of \$7,073.00.

Short term repairs include opinions of probable costs to remedy physical deficiencies, such as deferred maintenance, that may not warrant immediate attention, but require repairs or replacements that should be undertaken on a priority basis in addition to routine preventative maintenance. Such opinions of probable costs include costs for testing, exploratory probing, and further analysis should this be deemed warranted. Generally, the time frame for such repairs is one (1) year. The short term repair items identified represent an estimated cost of \$217,298.

Replacement reserves are costs anticipated for repairs, part replacements associated with the maintenance of building systems, and for elements that will have exceeded their expected useful life (EUL) over the 15-year evaluation period. The average cost per unit per year (uninflated) is \$1,509.

7 Out of Scope Considerations

7.1 Flood Plain

FEMA#: 30067C0591C
Effective Date: 10/18/2011
Zone: Shaded X
Definition: 0.2 percent annual chance of a flood hazard

7.2 Moisture Intrusion

Molds can be found almost anywhere and will grow on virtually any organic substance as long as moisture and oxygen are present. There are molds that grow on wood, paper, carpet, foods, and insulation. When excessive moisture accumulates in buildings or on building materials, mold growth will often occur, particularly if the moisture source remains undiscovered, untreated, or ignored. It is impossible to eliminate all molds and mold spores in the indoor environment; however, mold growth can be controlled indoors by controlling the amount of moisture available.

Moisture issues can result from many causes, including uncontrolled humidity, leaking roofs, condensation on water lines, etc. Delayed or insufficient maintenance practices are usually associated with moisture problems in commercial-use and multi-family residential buildings. Molds reproduce by propagating spores that usually cannot be seen without magnification. Mold spores continuously travel through the air and, after landing on a damp surface, begin to grow. Mold growth occurs through digestion of the parent material, which is destroyed as a result of this process.

No evidence of mold was observed or reported by maintenance personnel. Limited areas of water infiltration were observed either by visual or olfactory inspection during the site assessment. Property management additionally stated no residents have reported or complained regarding health problems, musty odors, or water leaks pertaining to mold. Outward and obvious signs of mold that could affect indoor air quality or deteriorate concealed, structural building materials were not observed. Repair costs are included to address water intrusion and plumbing leaks. Should mold be discovered during any repairs or upgrades in the future, remediation and repairs may be required.

7.3 Seismic Zone

According to the Seismic Zone Map of the U.S., Figure 16-2, 1997 Uniform Building Code, the location of this Property is classified as Zone 3 (moderate to high chance of seismic activity).

8 Qualifications

Physical Property Analysis, LLC (PPA) provides due diligence and consulting services to lenders, owners, developers, housing authorities, and other government agencies. Our service include, but are not limited to;

- Capital Needs Assessments (HUD, RAD, USDA RD, tax credit)
- Property Condition Assessments (Fannie Mae/ ASTM)
- Phase I Environmental Site Assessments
- Construction loan monitoring and draw reporting
- Preliminary rehabilitation budget development
- Energy efficiency reviews
- Accessibility reviews

M. Samantha Speer, Owner and Project Manager with PPA has completed various scopes of work for multiple commercial real estate and multi-family residential properties throughout the nation during the span of 25 years working in the due diligence industry.

9 Limiting Conditions

PPA conducted an on-site evaluation of the Property to determine the condition of the various components. During the site visit, PPA did not gain access to all areas, operate any specific equipment or perform any tests. The findings in this report are not based on a comprehensive engineering study as PPA did not remove any construction materials to inspect the underlying structure. The observations and resulting report are, therefore, not intended to warrant or guarantee the performance of any building components or systems.

This report does not confirm the presence or absence of asbestos, lead paint, PCB'S, or toxic soils on this property.

Documents and data provided by NeighborWorks Montana (NWMt), designated representatives of NWMt, or interested parties consulted in the preparation of this report have been reviewed with the understanding that consultant assumes no responsibility or liability for their accuracy.

This evaluation is based on the evaluator's judgment of the physical condition of the improvements and estimated expected remaining useful life of those improvements. The actual performance of individual components may vary from a reasonably expected standard and may be affected by circumstances which occur after the date of evaluation.

Repairs and improvement cost estimates are based on approximate quantities and costs or furnished information that is assumed to be accurate. A detailed survey of quantities for cost estimating is not included. Statements of the estimated costs to repair, replace, or upgrade the improvements are those which PPA considers to be probable for the current local market. Such statements do not constitute a warranty or a representation that all items which may need repair or attention are included, nor that the actual cost of performing repairs will not vary from the estimate. Overhead and profit for possible contractor installations are not included.

PPA bears no control over the cost of labor, material, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding and marketing conditions.

Original building plans, geotechnical reports, construction documents or other related material were not available for review. No representation is made as to the status of title, legality of lots or zoning of the project, nor is any representation made as to the advisability or inadvisability of the purchase of, investment in, or financing of the Property.

Although it is assumed that the noted improvements were constructed in compliance with contemporary building codes and standard building practices at the time of construction, and while the property remains adequate for present day use, the survey does not include a detailed review to determine compliance with local Building Department codes, Fire Department requirements, or Planning Department ordinances.

This report does not constitute a structural or pest control inspection. However, if termite damage or other pest control problems were observed, it has been noted in the report.

Due to the limitations of the survey and investigation process, and the necessary use of unverified data furnished by others, PPA cannot assume liability if actual conditions vary from the information contained herein.

This report has been prepared by the staff of PPA for the Client under the professional supervision of the principal and/or senior staff whose seal(s) and signatures appear hereon. Staff members assigned to this investigation have no interest or contemplated interest, financial or otherwise, in the Property or surrounding properties, or in any entity which owns, leases, or occupies the Property or surrounding properties or which may be responsible for issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the findings of the investigations identified in the report and the interpretation of such data based on experience and expertise according to the existing standard of care.

The investigation was prepared in accordance with the requested scope of work for the use and benefit of NWMt, its successors, and assignees. It is based, in part, upon documents, writings, and information owned, possessed, or secured by NWMt. Neither this report, nor any information contained herein shall be used or relied upon for any purpose by any other person or entity without the express written permission of NWMt.

The consultant understands that NWMt may wish to transfer its interest in this site to others and hereby grants express permission for participating lenders, rating agencies and future holders of the secured interest to rely upon the results of this investigation to the full extent provided under its contractual agreement with the NWMt.

9 Limiting Conditions (continued)

Activity Exclusions: The activities listed below generally are excluded from or otherwise represent limitations to the scope of a PCA prepared in accordance with this guide (ASTM E2018-15). These should not be construed as all-inclusive or imply that any exclusion not specifically identified is a CNA requirement under this guide.

- Removing or relocating materials, furniture, storage containers, personal effects, debris material or finishes that obstruct access or visibility (except as required as part of the Intrusive Testing).
- Conducting exploratory probing or testing of materials, dismantling or operating of equipment or appliances (except as required as part of the Intrusive Testing).
- Preparing engineering calculations to determine any systems, components or equipments adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiencies.
- Taking measurements or quantities to establish or confirm any information provided by the owner or user (except as required as part of the Intrusive Testing).
- Reporting on the presence or absence of pests or insects unless evidence of such presence is readily apparent during the field observers walk-through survey or such information is provided to the consultant.
- Reporting on the condition of subterranean or concealed conditions as well as items or systems that are not permanently installed or are resident owned and maintained (except as required as part of the Intrusive Testing).
- Entering or accessing any area of the subject property deemed by the field observer to pose a threat to the safety of any individual or to the integrity of any building system or material.
- Providing an opinion on the operation of any system or component that is shut down as the field observer will not operate any system or piece of equipment.
- Evaluating any acoustical or insulating characteristics within the subject property.
- Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.
- Operating or witnessing the operation of lighting or any other system controlled by a timer, operated by the property's maintenance staff or operated by service companies.
- Providing an environmental assessment or opinion on the presence of any environmental issues such as asbestos, hazardous wastes, toxic materials, the location and presence of designated wetlands, IAQ, etc. unless specifically defined within this PCAs scope.

The report is not to be construed as a warranty or guarantee of future building conditions or as an estimate of value. Cost estimates used in the report are preliminary in nature and represent a range. Firm price quotations from contractors, vendors, or suppliers would be required for more detailed costs, and would be based upon a detailed definition of the proposed scope of work.

This report is to be read in whole. Information provided in the various sections is complementary and provides additional explanation of information concerning the assessment. Therefore, interpretations and conclusions drawn by reviewing only specific sections are the sole responsibility of the user.

The representations regarding the status of ADA Title III compliance were based on visual observation and basic physical measurement, thus are only intended to be a good faith effort to assist the client by noting obvious non-conforming conditions, along with estimates of costs to correct areas of non-compliance. Additional analysis and consultation by a licensed architect/engineer may be recommended depending on the breadth of observed non-compliance issues, and the anticipated scope to correct these issues.

PPA hereby acknowledges that this statement of limitations supersedes any other warranty or limitation, either expressed or implied.

View Vista Village Apartments & MHP
 1 View Vista Drive
 Livingston, MT 59047
 July 25, 2019



Item	Quantity	Unit	Unit Cost	Cycle Replacement	Immediate Total	Short Term Total
3.1.3 ACCESSIBILITY TO DISABLED PERSONS						
Accessible Parking Stall	1	EA	\$1,900.00	\$1,900	\$	\$1,900
Accessible Path of Travel	1	LS	\$2,000.00	\$2,000	\$	\$2,000
Replace or Install Ramps	1	LS	\$2,500.00	\$2,500	\$	\$2,500
Signage	1	LS	\$1,500.00	\$1,500	\$	\$1,500
3.2.2 STORM WATER DRAINAGE						
Drainage devices	6	EA	\$1,500.00	\$9,000	\$	\$9,000
3.2.4 PAVING, CURBING AND PARKING						
Asphalt pavement - full depth	15,000	SF	\$4.50	\$67,500	\$	\$67,500
3.2.5 FLATWORK						
Replace Concrete Sidewalk	250	SF	\$6.00	\$1,500	\$	\$1,500
3.2.6 LANDSCAPING AND APPURTENANCES						
Trim and repair landscaping	2	LS	\$10,000.00	\$20,000	\$	\$15,000
Signage	1	LS	\$1,000.00	\$1,000	\$	\$1,000
3.3.1 FOUNDATION						
Foundation. Waterproof	1	LS	\$1,000.00	\$1,000	\$1,000	\$
3.3.3 FACADES OR CURTAINWALL						
Exterior repairs, dry rot replacements, siding repairs/replacements and paint	30,000	SF	\$2.00	\$60,000	\$	\$60,000
3.3.4 ROOFING						
Gutters and downspouts	1,000	LF	\$12.00	\$12,000	\$	\$12,000
3.3.5 EXTERIOR AND INTERIOR STAIRS						
Replace basement stairs and handrails A Building	1	LS	\$1,500.00	\$1,500	\$1,500	\$
3.3.6 PATIO, TERRACE, AND BALCONY						
Replace deck and ramp A1-1	1	LS	\$5,250.00	\$5,250	\$5,250	\$
Demo Deck and Patio Enclosure	200	SF	\$15.00	\$3,000	\$3,000	\$
3.4.1 PLUMBING						
Hot and cold water distribution piping	16	LS	\$3,000.00	\$48,000	\$2,823	\$2,823
Replace unit plumbing fixtures	33	EA	\$2,800.00	\$92,400	\$	\$5,775
3.4.4 ELECTRICAL						
C Building, Electrical System Upgrade	15	EA	\$1,200.00	\$18,000	\$18,000	\$
Add GFCI Outlets	30	EA	\$125.00	\$3,750	\$3,750	\$
Miscellaneous Electrical Repairs	1	LS	\$500.00	\$500	\$500	\$
3.6.2 ALARM SYSTEMS						
Replace missing smoke detectors	66	EA	\$65.00	\$4,290	\$269	\$
3.7.2 TENANT SPACES						
Vinyl Plank	33	UNIT	\$1,100.00	\$36,300	\$	\$6,050
				TOTAL COST	\$33,092	\$188,548

View Vista Village Apartments & MHP
 1 View Vista Drive
 Livingston, MT 59047
 July 25, 2019



PHYSICAL PROPERTY ANALYSIS, LLC

Item	EUL	EFF AGE	RUL	Quantity	Unit	Unit Cost	Cycle Replace	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Total Cost	
3.2.4 PAVING, CURBING AND PARKING																								
Restripe paving	6	0	6	72	EA	\$5.00	\$360						\$180						\$180				\$360	
3.2.5 FLATWORK																								
Replace Concrete Sidewalk	50	40	5	500	SF	\$6.00	\$3,000					\$1,000					\$1,000					\$1,000	\$3,000	
3.2.6 LANDSCAPING AND APPURTENANCES																								
Replace Wood Fencing	20	15	5	500	SF	\$6.00	\$3,000					\$3,000											\$3,000	
Trim and repair landscaping	40	35	10	2	LS	\$10,000	\$20,000										\$5,000						\$5,000	
3.3.3 FACADES OR CURTAINWALL																								
Replace windows	30	35	1	60	EA	\$500	\$30,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000											\$30,000	
Replace doors and storm doors	35	35	1	30	EA	\$900	\$27,000	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$27,000	
Refurbish maintenance structure	35	25	10	1	EA	\$2,000	\$2,000										\$2,000						\$2,000	
Refurbish water heater enclosure	40	35	5	1	LS	\$2,500	\$2,500					\$2,500											\$2,500	
Refurbish storage shed	40	35	5	1	EA	\$3,000	\$3,000					\$3,000											\$3,000	
3.3.4 ROOFING																								
Roof membrane - Replace	12	10	2	150	SQ	\$12.00	\$1,800		\$1,800														\$1,800	
Roof - metal panels	40	30	10	20	SQ	\$300	\$6,000										\$6,000						\$6,000	
Roofing maintenance	1	0	1	15	LS	\$1,000	\$15,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$15,000	
3.4.1 PLUMBING																								
Submersible pumps	15	12	3	1	EA	\$6,000	\$6,000			\$6,000													\$6,000	
Sewage ejectors	20	15	5	1	LS	\$8,000	\$8,000					\$8,000											\$8,000	
Hot and cold water distribution piping	50	35	1	16	LS	\$3,000	\$48,000	\$2,823	\$2,823	\$2,823	\$2,823	\$2,823	\$2,823	\$2,824	\$2,824	\$2,824	\$2,824	\$2,824	\$2,824	\$2,824	\$2,824	\$2,824	\$42,354	
Sanitary waste and vent system piping	50	35	1	16	EA	\$3,500	\$56,000	\$3,734	\$3,734	\$3,734	\$3,734	\$3,734	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$3,733	\$56,000	
Water heater	15	13	2	1	EA	\$5,000	\$5,000		\$5,000														\$5,000	
Water heater storage tanks	30	20	10	1	EA	\$1,500	\$1,500										\$1,500						\$1,500	
Domestic water boilers	20	5	15	2	EA	\$6,000	\$12,000															\$12,000	\$12,000	
30-50 gallon water heater	12	3	9	4	EA	\$1,500	\$6,000									\$1,500	\$1,500	\$1,500	\$1,500				\$6,000	
Replace unit plumbing fixtures	35	35	1	33	EA	\$2,800	\$92,400	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$5,775	\$86,625	
3.4.2 HEATING																								
Replace hydronic baseboard heaters	25	24	1	25	EA	\$350	\$8,750	\$584	\$584	\$584	\$584	\$584	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$583	\$8,750
Replace hydronic pumps	12	11	1	25	EA	\$150	\$3,750	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,750
Replace gas fired heaters	20	19	1	15	EA	\$1,500	\$22,500	\$7,500	\$7,500	\$7,500													\$22,500	
Replace gas fired furnace	20	5	15	1	EA	\$2,800	\$2,800															\$2,800	\$2,800	
Replace heat pumps	15	5	10	3	EA	\$1,800	\$5,400										\$1,800	\$1,800	\$1,800				\$5,400	
3.4.3 AIR CONDITIONING AND VENTILATION																								
Fans	20	19	1	33	EA	\$250	\$8,250	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$550	\$8,250	
3.4.4 ELECTRICAL																								
Ongoing electrical repairs and upgrades	50	49	1	5	LS	\$2,000	\$10,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000											\$10,000	
Electrical devices, switches and outlets	15	14	1	33	EA	\$300	\$9,900	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$9,900
3.6.2 ALARM SYSTEMS																								
Replace missing smoke detectors	10	10		66	EA	\$65.00	\$4,290	\$269	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$268	\$4,021
3.7.1 COMMON AREAS																								
Laundry room washers	15	13	2	2	EA	\$700	\$1,400		\$1,400														\$1,400	
Laundry room dryers	15	12	3	2	EA	\$800	\$1,600			\$1,600													\$1,600	
Carpet, office	7	6	1	270	SY	\$15.00	\$4,050	\$1,350						\$1,350								\$1,350	\$4,050	
Sheet vinyl, laundry room	20	19	1	100	SF	\$4.00	\$400	\$400															\$400	
Walls and ceilings - paint, common areas	5	3	2	3	LS	\$1,500	\$4,500		\$1,500					\$1,500					\$1,500				\$4,500	
3.7.2 TENANT SPACES																								
Vinyl Plank	20	20		33	UNIT	\$1,100	\$36,300	\$6,050	\$6,050	\$6,050	\$6,050	\$6,050	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$30,250
Walls and ceilings. Paint	5	4	1	33	EA	\$650	\$21,450	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$21,450
Kitchen cabinets	20	19	1	33	EA	\$3,500	\$115,500	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$7,700	\$115,500
Countertop and sink	20	19	1	33	EA	\$1,500	\$49,500	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$49,500
Vanity and top	15	14	1	33	EA	\$700	\$23,100	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$23,100
Range	20	19	1	33	EA	\$650	\$21,450	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$1,430	\$21,450
Refrigerator	15	14	1	33	EA	\$700	\$23,100	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$1,540	\$23,100
Mark up for asbestos and lead paint, potential mold	50	35	1	15	LS	\$3,000	\$45,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$45,000	
Washer / dryer - combo units	15	2	13	3	EA	\$1,500	\$4,500														\$4,500		\$4,500	
Total (Uninflated)																								
								\$60,685	\$68,634	\$66,534	\$51,434	\$68,934	\$37,562	\$38,883	\$38,733	\$38,883	\$56,183	\$40,683	\$42,363	\$41,883	\$37,383	\$54,533	\$743,310	
Inflation Factor								1.000	1.025	1.051	1.077	1.104	1.131	1.160	1.189	1.218	1.249	1.280	1.312	1.345	1.379	1.413		
Total (Inflated)								\$60,685	\$70,350	\$69,902	\$55,389	\$76,090	\$42,498	\$45,092	\$46,041	\$47,375	\$70,165	\$52,078	\$55,584	\$56,328	\$51,533	\$77,054	\$876,164	

Evaluation Period 15
 # of Units 33
 Reserve per Unit per year (Uninflated) \$1,502
 Reserve per Unit per year (Inflated) \$1,770

Appendix A:

Photographs



1 : Main entry to the Property



2 : Entry drive and apartment buildings



3 : Typical parking and drive area for the apartments



4 : Unpaved road between the C and B buildings.



5 : Damaged road conditions in need of repair



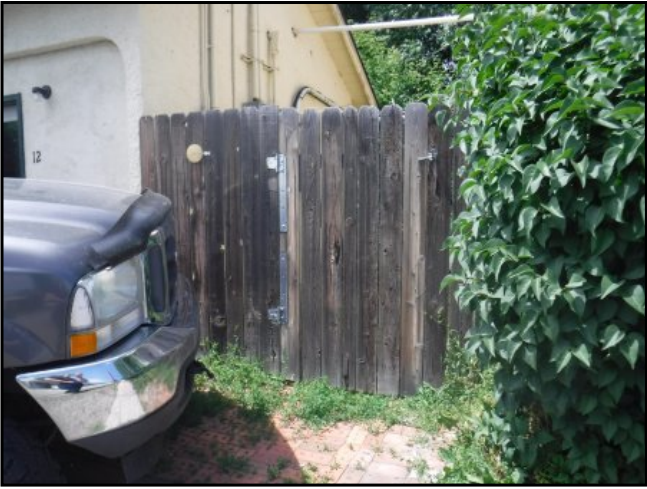
6 : Typical pedestrian walkway.



7 : Cracked and damaged pedestrian walkway at the C buildings



8 : Mailboxes adjacent to the A1-2 units



9 : Typical wood fencing noted at various locations.



10 : Trash storage area



11 : Maintenance building and wood fencing; note the metal roofing at this structure



12 : View towards the C Buildings



13 : The C buildings were previously provided with carports that have been enclosed.



14 : Storage shed and C buildings



15 : Front elevation of A1-2



16 : View towards the A buildings from the C buildings



17 : Rear view of the C buildings



18 : View toward front elevation of A4-12



19 : Typical walkway at the C buildings



20 : Rear view of the C buildings



21 : Exterior of the B Building



22 : Interior of basement at A1-2



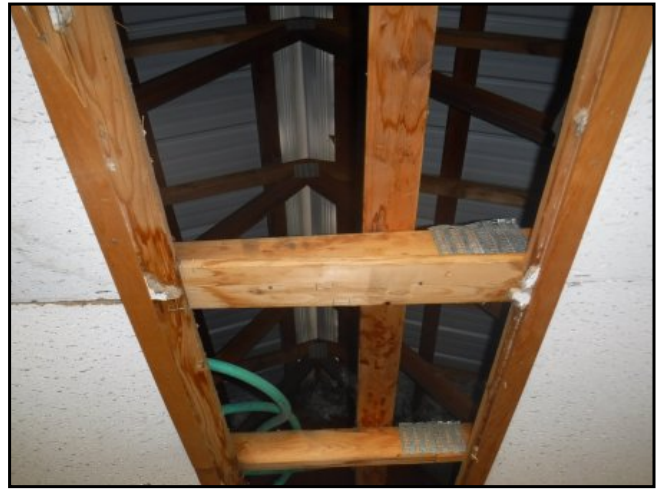
23 : Evidence of water intrusion at basement window



24 : View into crawlspace at the B Building showing cripple wall foundation construction



25 : Wood and concrete framing in basement



26 : Wood truss roof framing at the maintenance garage



27 : Damaged trim and peeling paint



28 : Peeling paint and rotted fascia board



29 : Soffit damaged at the C buildings



30 : Rotted fascia boards



31 : Poorly installed AC unit sleeve



32 : Rot at window trim



33 : Newer bathroom window



34 : Newer window assembly



35 : Aluminum framed window assembly



36 : New vinyl windows at the B Building.



37 : Overhead garage door at the maintenance storage area



38 : Interior of the maintenance storage area



39 : Entry to the leasing office. Note the stone veneer, wood windows and wood entry door



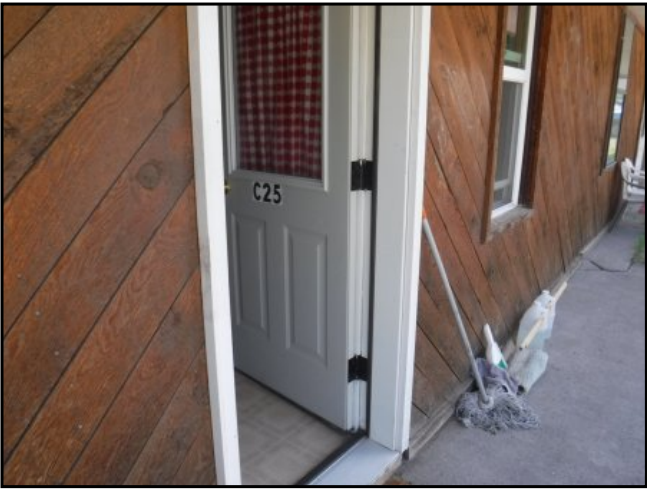
40 : Laundry room entry



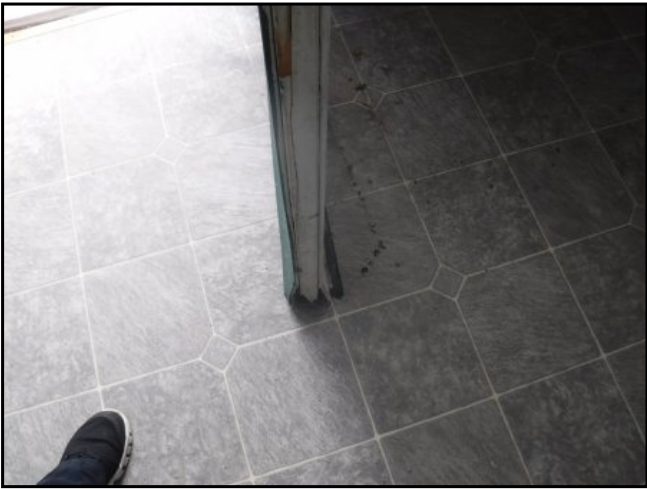
41 : Typical storm door



42 : Temporary ramp at unit entry



43 : Unit with newer insulated metal door



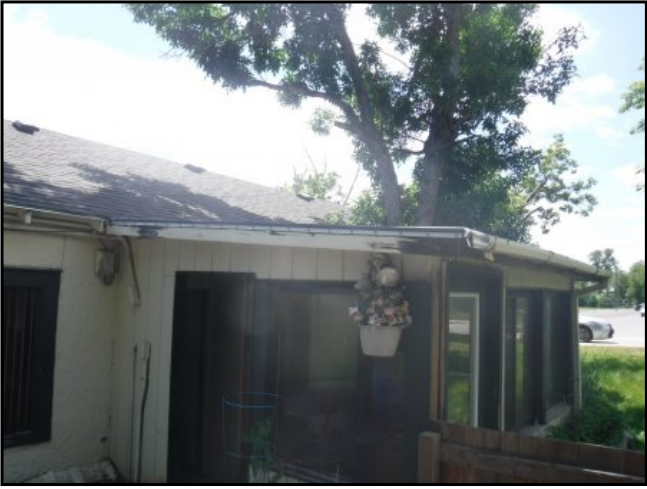
44 : Damaged door at unit entry



45 : Damaged door are unit entry



46 : Small balcony area at the A1-2 building



47 : Enclosed patio at A 4-5



48 : DSCF0107



49 : DSCF0428



50 : Typical newer asphalt composition shingle roofing



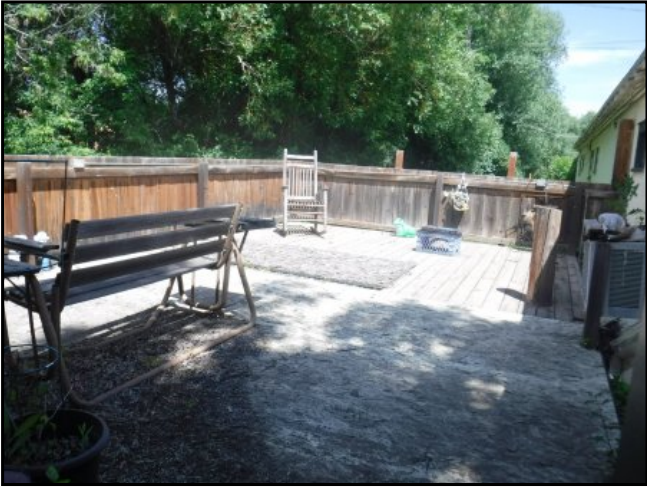
51 : Typical condition of stucco and roofing at the A building



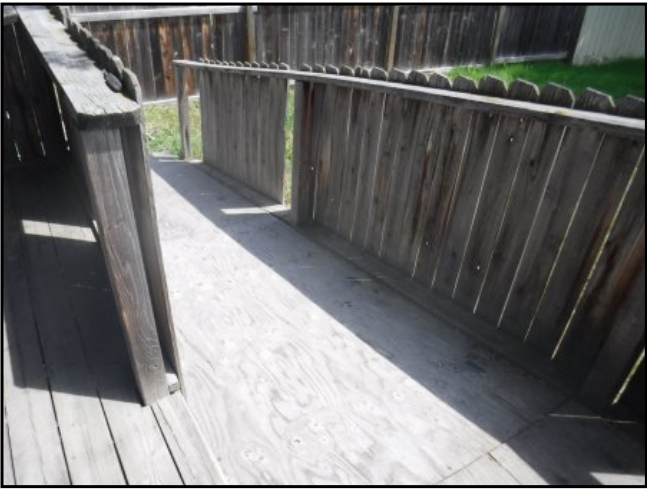
52 : Coated roofing at the rear of A buildings



53 : Water heater enclosure



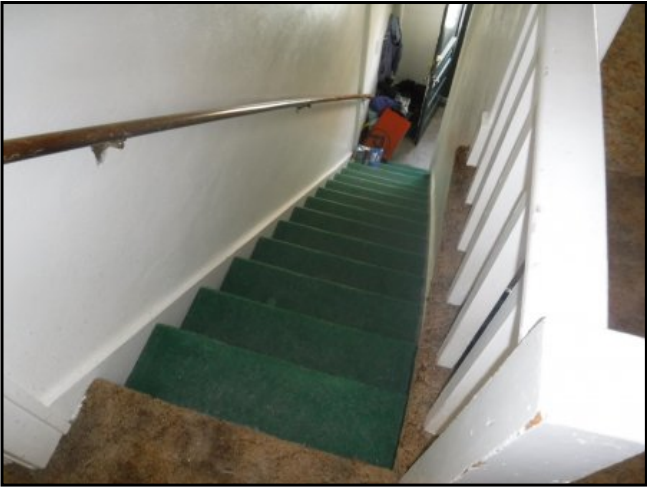
54 : Wood deck behind A4-5



55 : Wood ramp and deck at A building



56 : Wood stairs leading to basement. Note lack of handrail



57 : Interior stairs at A1-2 building



58 : PVC waste line clean outs



59 : Abandoned water storage tank in basement



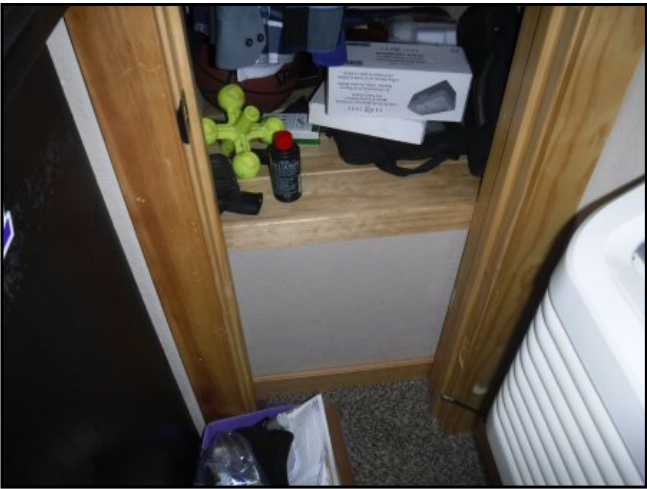
60 : Galvanized water lines and active water leak in basement of A1-2



61 : Cast iron waste line at A1-2



62 : Galvanized water lines



63 : Cabinet enclosed water heater for the B building units



64 : Water heater for A1-2



65 : 50 gallon water heater for units A1-2



66 : Domestic water boiler and storage tank



67 : One of two hydronic boilers for the Property



68 : Sanitary lift station



69 : sump pump



70 : Pole mounted electrical transformer



71 : Newer panel and meter for the A1-2 building



72 : Electrical meters for the B Building



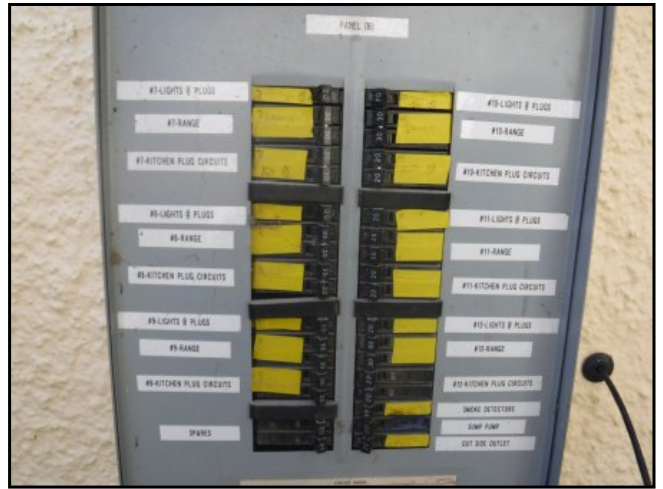
73 : 100 amp panel for the C buildings



74 : 200 amp breaker for the A buildings



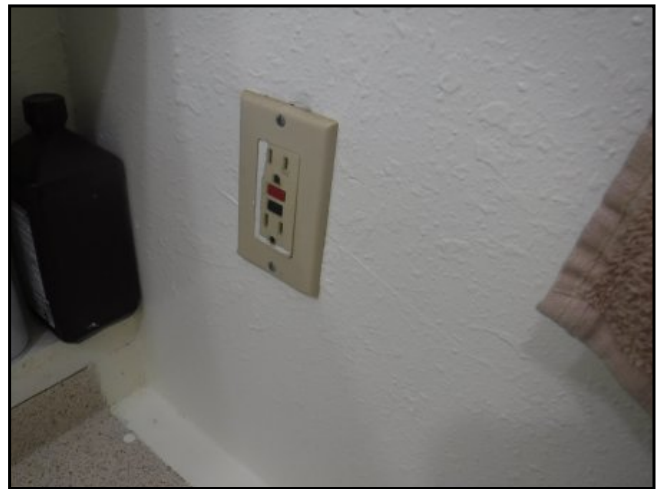
75 : Missing breaker covers at subpanel in basement of A1-2



76 : Subpanel for the A buildings



77 : Unlabeled subpanel



78 : GFCI outlet noted in some at unit interiors



79 : Older outlet noted at the A1-2 builsinf



80 : Copper wiring observed in multiple locations



81 : Original wiring at the A 1-2 building



82 : Gas fired furnace for A2



83 : Manual thermostat



84 : Older space heater



85 : Newer space heater



86 : Electrica wall heater at laundry room is non operational



87 : Circulation pump for hydronic heating



88 : Older baseboard heater



89 : Tenant owned AC unit



90 : Poorly installed tenant AC unit



91 : Through wall heat pump for the B Building



92 : Newer exhaust fan



93 : Older exhaust fan



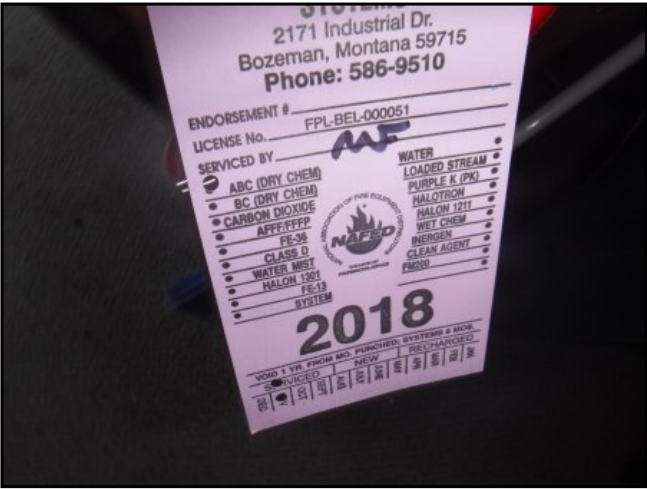
94 : Original exhaust fan



95 : Ceiling fan and dropped ceiling system



96 : Combination smoke and carbon monoxide detector



97 : Extinguisher with current certification



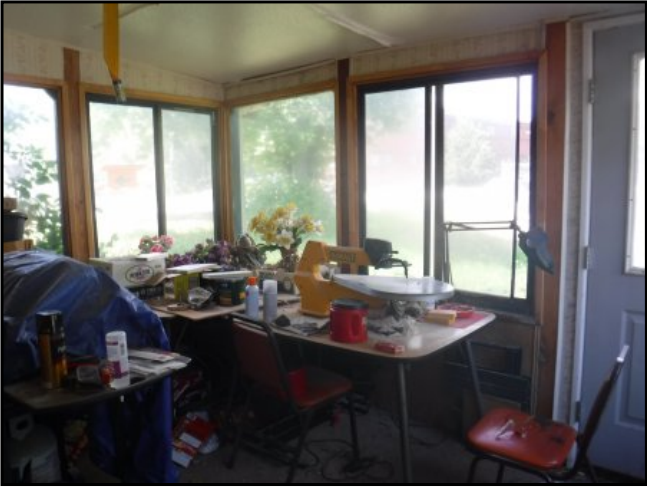
98 : Leasing office



99 : Laundry room



100 : Folding table in laundry room



101 : Enclosed patio room



102 : Living room



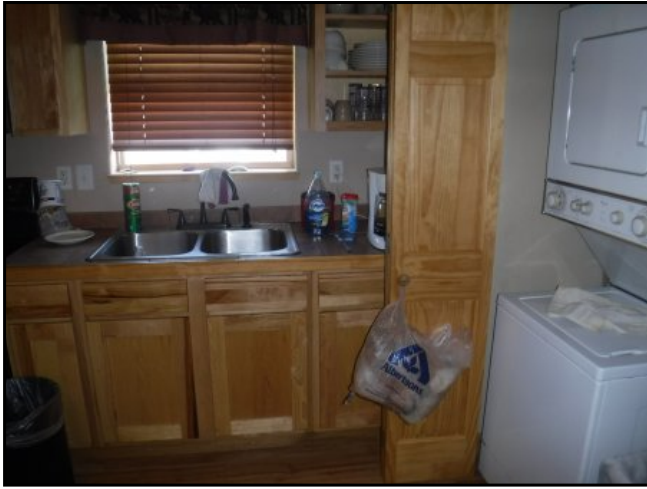
103 : Older kitchen finishes and appliances



104 : Older kitchen finishes and appliances



105 : Older kitchen finishes



106 : Newer kitchen finishes and property owned washer dryer in the B Building units



107 : Stove directly next to refrigerators is not the best design



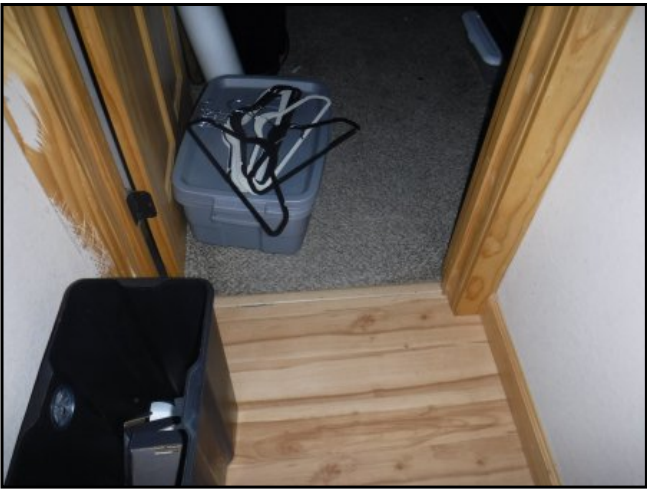
108 : Newer appliances



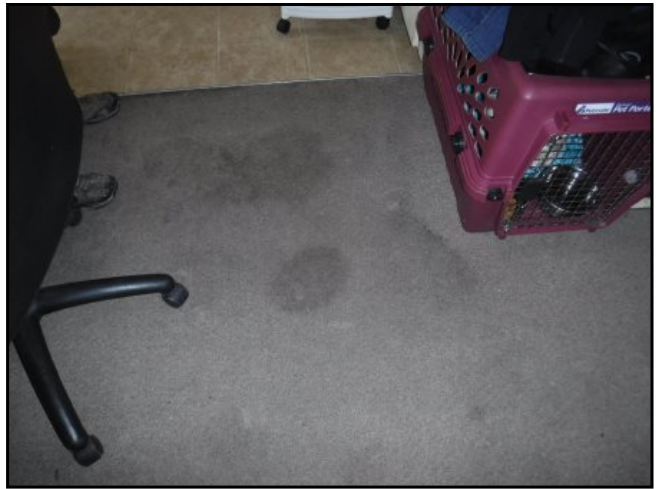
109 : Damaged counters



110 : Older flooring



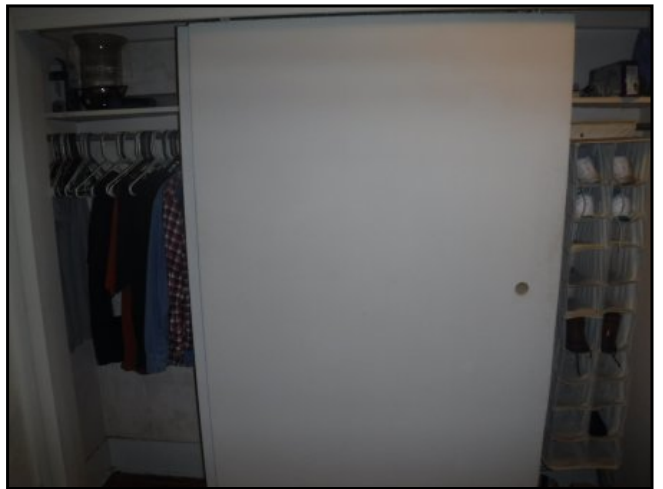
111 : Newer flooring



112 : Damaged carpet



113 : Damaged vinyl



114 : Typical closet door



115 : Damaged ceiling tile from previous roof leaks



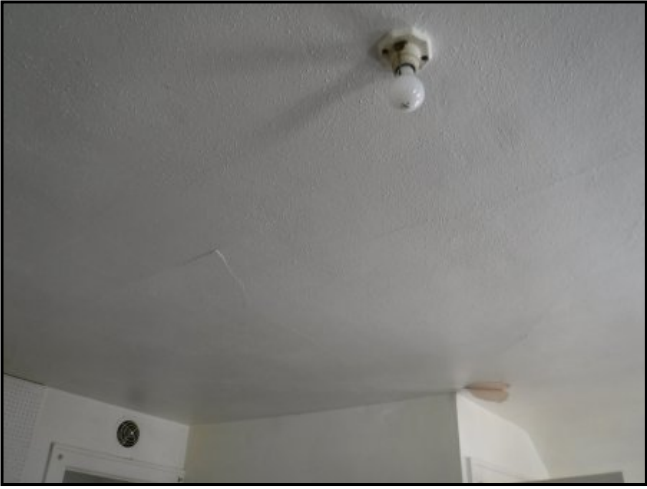
116 : Cracked plaster ceiling



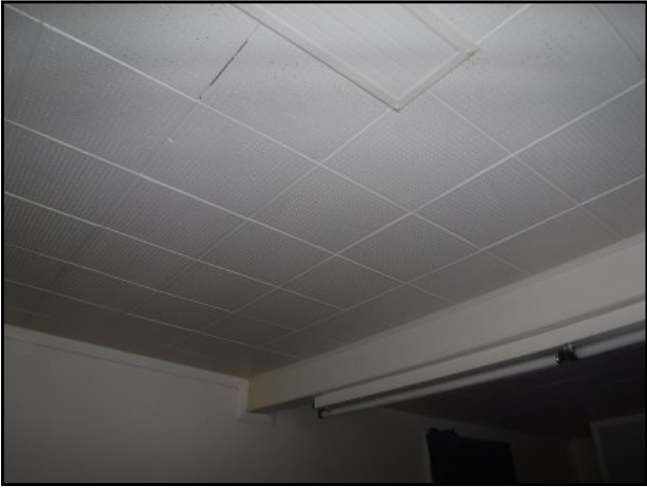
117 : Damaged plaster ceiling



118 : Repaired ceiling fro previous roof leak



119 : DSCF0052



120 : Spline ceiling tiles



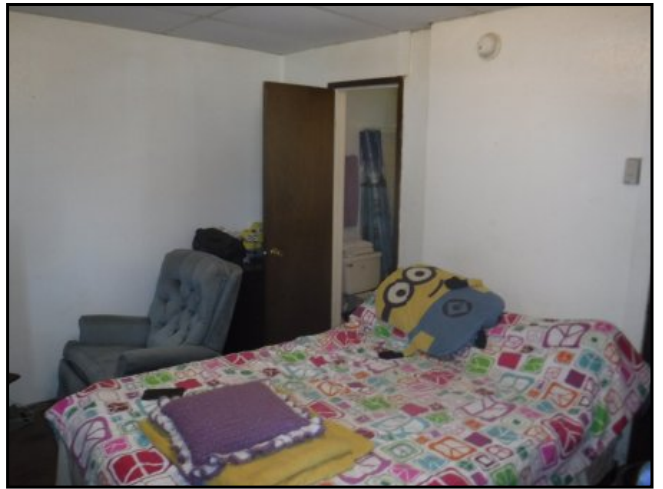
121 : Suspended ceiling system



122 : Repaired drywall



123 : Unit entry and living area



124 : Bedroom and interior door



125 : Bathroom with older and worn plumbing fixtures



126 : Tile shower and older toilet



127 : Bathroom in recently turned unit



128 : Bathroom counter with drop in sink



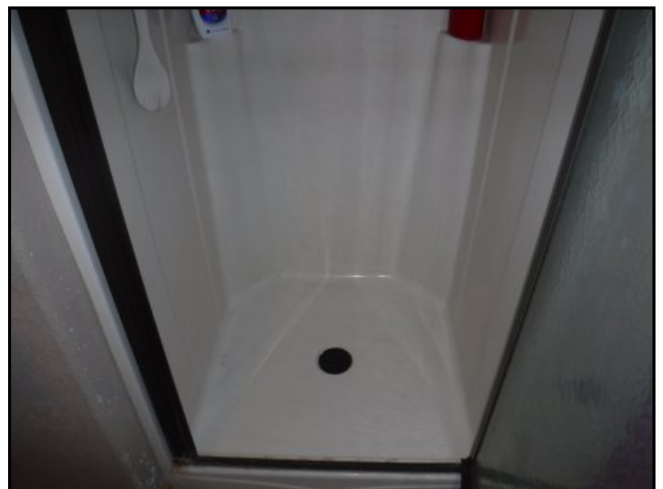
129 : Older wall mounted sink



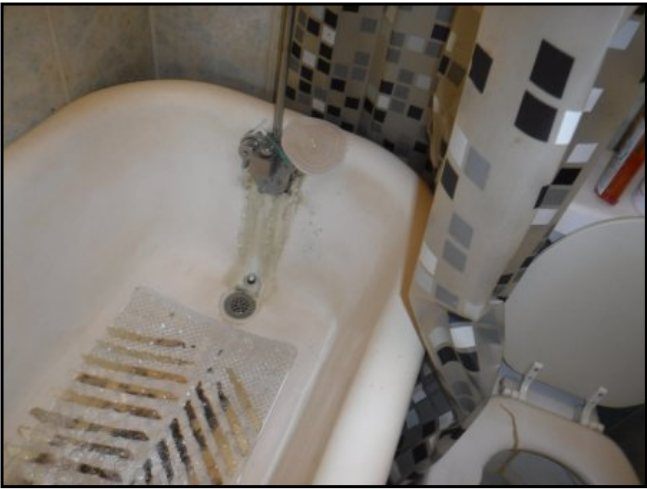
130 : Older vanity sink and counter



131 : Damage floor from leaking toilet



132 : Shower at Building B unit bathroom



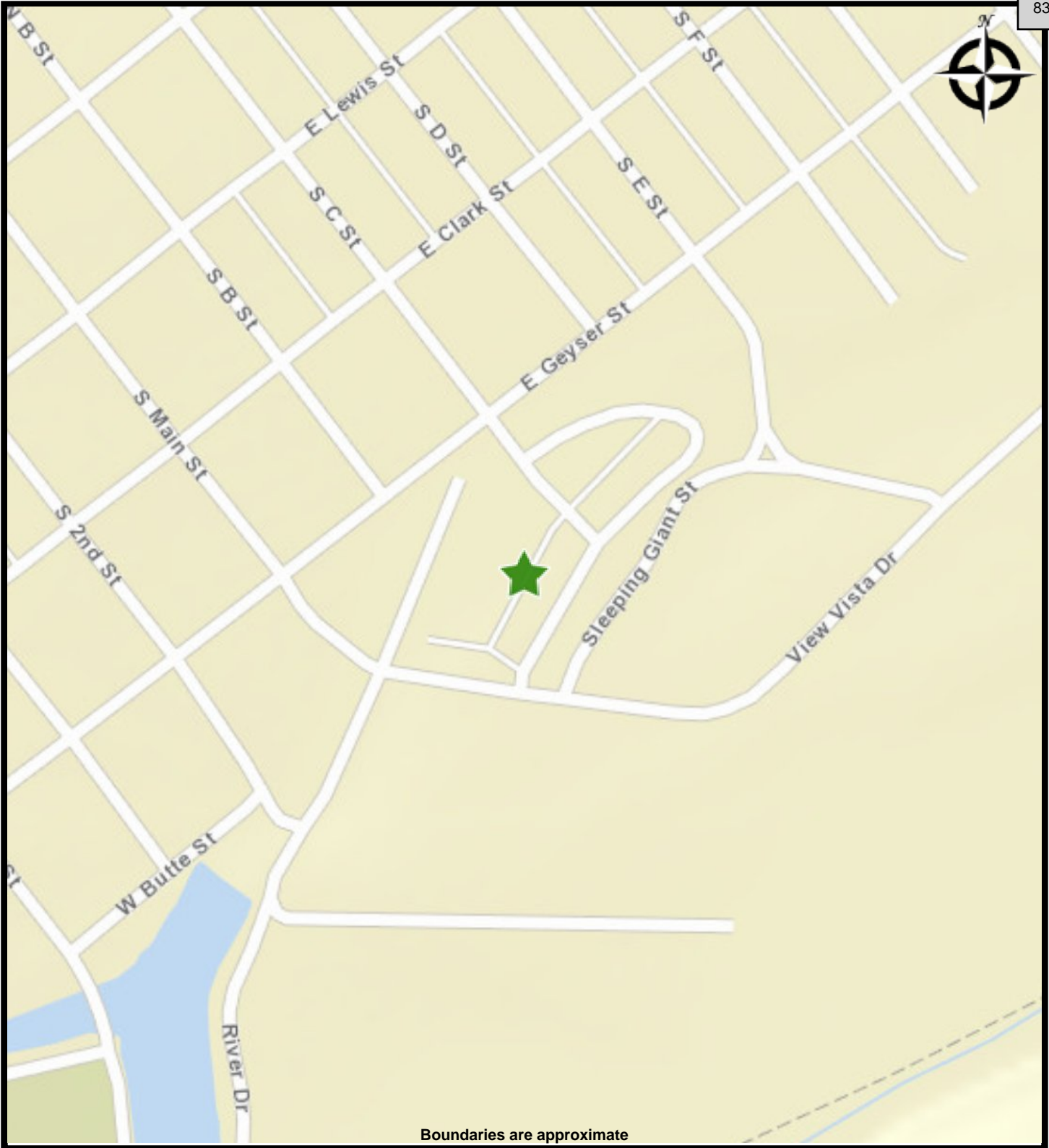
133 : Older tub



134 : One unit contains some accomodations for accessibility

Appendix B:

Site Plan



Boundaries are approximate



PHYSICAL PROPERTY ANALYSIS, LLC

VICINITY MAP
 VIEW VISTA VILLAGE APARTMENTS
 1 View Vista Drive
 Livingston, Montana 59047

PREPARED FOR: NeighborWorks Montana

PROJ. MGR: M. Samantha Speer

DRAWN BY: M Speer

DATE: 7/23/2019

PROJ. #:



Boundaries are approximate



PHYSICAL PROPERTY ANALYSIS, LLC

**SITE PLAN
VIEW VISTA VILLAGE APARTMENTS
1 View Vista Drive
Livingston, Montana 59047**

**PREPARED FOR: NeighborWorks Montana
PROJ. MGR: M. Samantha Speer
DRAWN BY: M Speer**

**DATE: 7/23/2019
PROJ. #:**

Appendix C:
Supporting Documentation

49-0802-13-4-29-02-9055	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9056	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9057	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9058	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9060	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9061	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9062	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9063	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9064	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9065	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9070	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9071	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9072	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9073	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9074	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9080	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9081	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9082	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9083	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9084	1 - Imps Linked to Land Owned by Others	View
49-0802-13-4-29-02-9099	1 - Imps Linked to Land Owned by Others	View

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography:

Fronting:

Utilities:

Parking Type:

Access: 1

Parking Quantity:

Location:

Parking Proximity:

Land Summary

<u>Land Type</u>	<u>Acres</u>	<u>Value</u>
Grazing	0.000	00.00
Fallow	0.000	00.00
Irrigated	0.000	00.00
Continuous Crop	0.000	00.00
Wild Hay	0.000	00.00
Farmsite	0.000	00.00
ROW	0.000	00.00
NonQual Land	0.000	00.00
Total Ag Land	0.000	00.00
Total Forest Land	0.000	00.00
Total Market Land	11.106	308,061.00

Deed Information:

Deed Date	Book	Page	Recorded Date	Document Number	Document Type
10/9/2014			10/9/2014	D384075	Warranty Deed
8/6/1999	R141	618			
2/10/1997	R120	102			
4/14/1981	R-34	903			

Owners

Party #1

Default Information: [MTM PROPERTIES LLC](#)
[47 GRANITE HILL LN](#)
Ownership %: 100
Primary Owner: "Yes"
Interest Type: [Conversion](#)
Last Modified: 12/24/2018 12:30:24 PM

Other Names

Other Addresses

Name

Type

Appraisals

Appraisal History

Tax Year	Land Value	Building Value	Total Value	Method
2019	308061	888760	1196821	COST
2018	269971	800880	1070851	COST
2017	269971	800880	1070851	COST

Market Land

Market Land Item #1

Method: [Acre](#) **Type:** [Primary Site](#)
Width: **Depth:**
Square Feet: 00 **Acres:** 11.106
 Valuation
Class Code: 2107 **Value:** 308061

Dwellings

Existing Dwellings

[No dwellings exist for this parcel](#)

Other Buildings/Improvements

Outbuilding/Yard Improvement #1

Type: [CommRes](#) **Description:** [CRS1 - Utility Building, frame](#)
Quantity: 1 **Year Built:** 1925 **Grade:**
Condition: **Functional:** [3-Normal](#) **Class Code:** 3327

Dimensions

Width/Diameter: 16 **Length:** 36 **Size/Area:**
Height: **Bushels:** **Circumference:**

Outbuilding/Yard Improvement #2

Type: [Commercial](#) **Description:** [CGF5 - Garage, detached, frame, unfinished - average](#)
Quantity: 1 **Year Built:** 1982 **Grade:**
Condition: **Functional:** [3-Normal](#) **Class Code:** 3327

Dimensions

Width/Diameter: 30 **Length:** 26 **Size/Area:**
Height: **Bushels:** **Circumference:**

Outbuilding/Yard Improvement #3

Type: [Commercial](#) **Description:** [CRS1 - Utility Building, frame](#)

Quantity: 1 **Year Built:** 1925 **Grade:**
Condition: **Functional:** 3-Normal **Class Code:** 3327
 Dimensions
Width/Diameter: 16 **Length:** 21 **Size/Area:**
Height: **Bushels:** **Circumference:**

Commercial

Existing Commercial Buildings

Building Number	Building Name	Structure Type	Units/Bldg	YearBuilt	
M		702 - Mobile Home Park, 10-50 spaces	50	1955	View
1		211 - Apartments, Garden (3 stories & less)	9	1925	View
2		211 - Apartments, Garden (3 stories & less)	6	1925	View
3		102 - Residential, 2-family	2	1925	View
4		211 - Apartments, Garden (3 stories & less)	6	1925	View
5		211 - Apartments, Garden (3 stories & less)	7	1925	View

General Building Information

Building Number: M **Building Name:** **Structure Type:** 702 - Mobile Home Park, 10-50 spaces
Units/Building: 50 **Identical Units:** 1
Grade: F **Year Built:** 1955 **Year Remodeled:** 0
Class Code: 3307 **Effective Year:** 1990 **Percent Complete:** 0

Elevators and Escalators

No elevators or escalators exist for this building

Ag/Forest Land

Ag/Forest Land

No ag/forest land exists for this parcel

2019 * * *

CAMPGROUND/TC 26+

* * * 2019

County # 34

2019 LICENSE

Park County

LICENSEE (OPERATOR) MAILING ADDRESS	ESTABLISHMENT LOCATION ADDRESS
MTM PROPERTIES LLC 47 GRANITE HILL LN GREAT FALLS MT 59405	VIEW VISTA VILLAGE #1 VIEW VISTA DR LIVINGSTON MT 59047

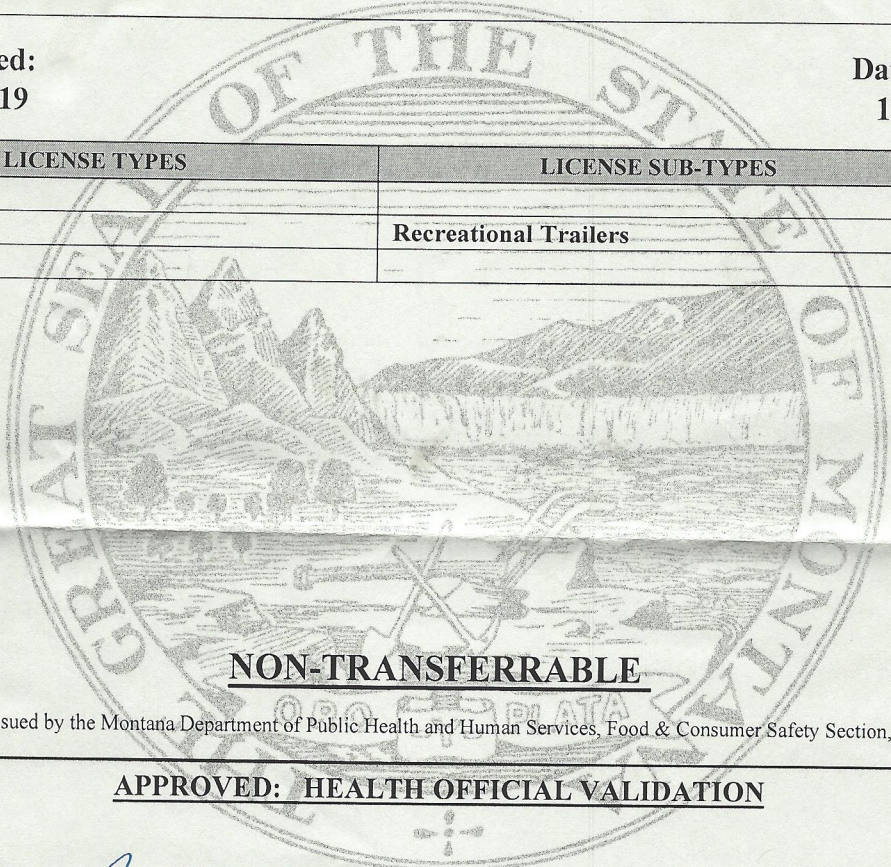
Year	Fee Received	Category	License No.
2019	\$120.00	CAMPGROUND/TC 26+	308712

Conditions

Date Issued:
01/01/2019

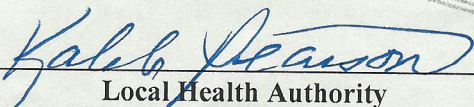
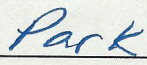
Date Expires:
12/31/2019

LICENSE TYPES	LICENSE SUB-TYPES	UNITS
Campground		
	Recreational Trailers	25
Trailer Court		50



NON-TRANSFERRABLE

Issued by the Montana Department of Public Health and Human Services, Food & Consumer Safety Section,

<u>APPROVED: HEALTH OFFICIAL VALIDATION</u>	
 _____ Local Health Authority	 _____ County

THIS LICENSE MUST BE PLAINLY DISPLAYED IN YOUR PLACE OF BUSINESS

COMMUNICATION LOG

Project: View Vista Village
Address: I Vista View Drive, Livingston, MT 59047

CLERK/RECORDER

Date: 6/27/19
Representative: Maritza Reddington, City Clerk for Park County
Telephone: (406) 222-4110
Address: 414 E. Callender St., Livingston, MT 59047
Email: clerkrecorder@parkcounty.org

SUMMARY: Parcel ID: 49080213429020000
Only records on file were deeds and mortgages associated with the property.

BUILDING

Date: 6/26/19
Representative: Jim Woodhull, Director of Building, Planning & Code Enforcement for city of Livingston
Telephone: (406) 222-4903
Address: 330 Bennett St., Livingston, MT 59047
Email: jwoodhull@livingstonmontana.org

SUMMARY: Mr. Woodhull confirmed that the property is on city water and sewer, with the property owning their own service lines that cut off from the city's mainline. Property is not zoned by the city and thus the city's building department has never conducted a property inspection. Property is part of Park County.

FIRE

Date: 6/26/19
Representative: Ken MacInnes, Fire Chief of Livingston Fire & Rescue
Telephone: (530) 283-0870
Address: 414 E. Callender St., Livingston, MT 59047
Email: firechief@livingstonmontana.org

SUMMARY: Department has not conducted an inspection of the property, as it is not considered within the city.

PLANNING

Date: 6/27/19
Representative: William Michael Inman, Director of Park County Planning
Telephone: (406) 222-4102
Address: 414 E. Callender St., Livingston, MT 59047
Email: planning@parkcounty.org

SUMMARY: The property was built prior to the Montana Subdivision and Platting Act and thus a project view was not conducted, and no building permits were pulled with the city or county. Since passage of the act, the city of Livingston has avoided annexing these types of properties. Planning department also confirmed that the property is hooked up to city water and sewer.

FEMA#: 30067C0591C Effective Date: 10/18/2011
Zone: X
Definition: 0.2 percent annual chance of a flood hazard

Seismic Zone: 3 (Uniform Building Code)

UTILITY PROVIDERS

Natural Gas - NorthWestern Energy
Electric - NorthWestern Energy
Potable Water - City of Livingston
Sanitary Discharge - City of Livingston

ENVIRONMENTAL HEALTH DEPARTMENT

Date: 6/26/19

Representative: Kaleb Pearson, Head Sanitarian

Telephone: (406) 222-4145

Address: 414 E. Callender St., Livingston, MT 59047

Email: kpearson@parkcounty.org

SUMMARY: According to Pearson, the property is not on any septic systems (he didn't find any septic-related permits) and water drains from the site to a nearby creek with no storm drainage present at the property. He said, "it's safe to say there are no underground storage tanks." He noted that the trailers get a yearly safety and sanitation inspection. A meth lab was discovered in one of the trailers in 2010.

Park County Fire Department

Additionally, the Park County Fire Department confirmed that no underground storage tanks have been installed or removed at the property.

State of Montana

Appendix D:
Pre-Survey Questionnaires



PHYSICAL PROPERTY ANALYSIS, LLC

PROPERTY QUESTIONNAIRE

Property Name: View Vista Community Property Address: 1 View Vista Drive

City, State Zip: Livingston, MT 59047 Property website: n/a

On-Site Property Contact: Heather Gillespie Number of years with property: 15

Maintenance Supervisor: Number of years with property:

Management Company Name: Maverick Property Management

Telephone: 406-220-0304

Fax:

Email:

Michelle@MaverickBrokers.com

Property Owner/Entity:

Date of construction: 1925 Date of first occupancy: unknown

Assessor Parcel No: 0000040840

Municipality or City/County that has jurisdiction over the property: Park County

Size of the Property in acres? 11.1
- Provide Assessor's Parcel Map

Total parking spaces:

Open ADA
Carport Covered Van Accessible ADA
Garage enclosed

Number of buildings five

Number of stories one duplex, one triplex, one 15-unit, one seven-unit, one six-unit

Building Area:

Rentable area Gross building area 483,777 sq. feet

Residential building area Commercial building area



PHYSICAL PROPERTY ANALYSIS, LLC

PROPERTY QUESTIONNAIRE

Number of units / tenant spaces are at the Property:

Apartments	33	Retail	
Commercial		Office	1
		Other	1

Provide a unit and type count by bedroom and square feet:

<i>Unit Floor Plan</i>	<i>Quantity</i>	<i>Area (SF)</i>
see attached appraisal report		

DOCUMENT AND INFORMATION CHECKLIST

Please provide the following information if available (in electronic format) so we can proceed with the survey of the property. see attached reports and documents

- As-Built or original blue prints for the structures, ALTA surveys, reduced scale site plan
- Certificate of Occupancy
- Building permits for recent remodels or major repairs
- Original building permits
- Assessor's tax card
- Copies of recent annual inspections from Building, Code Enforcement, or Fire Department
- Occupancy report or rent roll that lists unit, floor plan type, area and if occupied or vacant
- Capital expenditures for last five years
- Warrantees on major systems such as roofing or HVAC
- List of floor plans and unit square footage
- Copies or prior reports (Physical Needs or Phase I environmental reports)
- Copy of recent appraisal
- Current or recent title report
- List of Furnishings, Fixtures and Equipment (including quantities) that is owned by the Property (including commercial grade kitchen equipment), if applicable



PHYSICAL PROPERTY ANALYSIS, LLC

PROPERTY QUESTIONNAIRE

List, to the best of your knowledge, any deficiencies or problems with the site, parking area, amenities or utilities: no

List, to the best of your knowledge, any structural, water infiltration, mold, roof, plumbing, HVAC, Fire Alarm or electrical deficiencies or problems: unknown

During the last five years, have any major capital improvements been made to the site or building(s)? If so, please explain, with the approximate cost: see attached

Any knowledge of moisture damage, water intrusion through walls, roofs, windows, slabs, or mold infestations at the Property? List locations and plan of action. Provide copies of estimates or contracts for repairs.
unknown

Any knowledge of structural concerns (foundation settlement, wall cracks, dry rot, termite infestations)?
no

When were the following systems last inspected? Please provide copies of recent testing / certification for all systems

On-site manager indicated that fire alarm system and fire extinguishers are inspected annually; no records available of inspections

Date of Inspection _____ Name of company

FIRE ALARM

FIRE SPRINKLERS

ELEVATOR SYSTEMS

FIRE EXTINGUISHERS

Provide name of utility providers

Electricity: Northwestern Energy

Water: City water and sewer

Storm Drainage:

Sanitary Sewer:

Natural Gas or Oil: Northwestern Energy

Trash Hauler:

Internet / Cable TV: unknown



PHYSICAL PROPERTY ANALYSIS, LLC

PROPERTY QUESTIONNAIRE

SPECIAL UTILITIES

List any special utility systems including (wells, septic, dry wells, sewage treatment) and who owns and maintains those systems. Provide details of system components here as well as any recent repairs or replacements. Life station for sewage, maintained by park

If you are performing or planning any repairs or replacement work to the property that will exceed \$2,000 please explain, with the approximate cost:

n/a

If the Property has a swimming pool or hydro spa, has the drain and pump system been upgraded to comply with the Virginia Graeme Baker Act? If not, when do you plan to complete this federally mandated upgrade?

n/a

List any other concerns or problems you have recently experienced with the site, structures or other systems and finishes at the Property.

Are any of the following recalled building products present at the Property? unknown

Galvanized site or building water lines

Polybutylene water lines

ABS waste lines (site or building waste lines) installed during any of the below periods or marked with this manufacturer name

o **Centaur:** January 1985 through September 1985

Phoenix: November 1985 through September 1986

Gable: Periodically between November 1984 and December 1990

Polaris: Periodically between January 1984 and December 1990

Apache: Periodically between November 1984 and December 1990

Aluminum electrical wiring (building branch wiring at outlets and switches)

Recalled fire sprinklers (see <https://www.cpsc.gov/Recalls/2003/cpsc-central-sprinkler-company-update-voluntary-recall-to-replace-o-ring-fire>)

LP siding (composite wood siding)

EIFS (Exterior Insulated Finish System)

Defective / delaminated fire retardant treated plywood (in attics)

Cadet/Encore brand electric heaters installed 1982-1999

GE or Hotpoint dishwashers installed 1983-1989

List here problems with systems from the above list:

This information assists us in accurately completing the assessment of the property. Upon completion please email to ms.speer@cox.net or fax to 866-532-6905. Thank you for completing the questionnaire.

Appendix E:
Acronyms and Out-Of-Scope Items

Abbreviations and Acronyms

This report may use various construction abbreviations to describe various site, building or system components. Not all abbreviations may be applicable to all reports. The abbreviations most often utilized are defined below.

- ADA – The Americans with Disabilities Act
- ASTM – ASTM International
- BOMA – Building Owners and Managers Association
- BUR – Built-up Roofing
- EIFS – Exterior Insulation and Finish System
- EMF – Electro Magnetic Fields
- EMS – Energy Management System
- EUL – Expected Useful Life
- FEMA – Federal Emergency Management Agency
- FFHA – Federal Fair Housing Act
- FIRMS – Flood Insurance Rate Maps
- FOIA – U.S. Freedom of Information Act (5 USC 552 et seq.) and similar state statues
- FOIL – Freedom of Information Letter
- FM – Factory Mutual
- HVAC – Heating, Ventilating, and Air Conditioning
- IAQ – Indoor Air Quality
- NFPA – National Fire Protection Association
- PCA – Property Condition Assessment
- PCR – Property Condition Report
- PML – Probable Maximum Loss
- RTU – Rooftop Unit
- RUL – Remaining Useful Life
- STC – Sound Transmission Class

Out of Scope Considerations Unless identified in the scope of work detailed in this report, these items are excluded and are considered outside the scope of this PCA / PNA.	
Ref #	Section 11 : ASTM E 2018-15 Out of Scope Considerations
11.1	<i>Activity Exclusions</i> —The activities listed below generally are excluded from or otherwise represent limitations to the scope of a PCA prepared in accordance with this guide. These should not be construed as all-inclusive or imply that any exclusion not specifically identified is a PCA requirement under this guide.
11.1.1	Identifying capital improvements, enhancements, or upgrades to building components, systems, or finishes. The consultant must be aware of the distinction between repair and replacement activities that maintain the property in its intended design condition, versus actions that improve or reposition the property.
11.1.2	Identifying improvements, capital expenditures, repairs, maintenance and other activities that are or may be required at a future date, except as needed in the review of short term and long term needs.
11.1.3	Removing, relocating, or repositioning of materials, ceiling, wall, or equipment panels, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property, that obstructs access or visibility.
11.1.4	Determining adequate pressure and flow rate, fixture-unit values and counts, verifying pipe sizes, or verifying the point of discharge for underground drains.
11.1.5	Determining NFPA hazard classifications, identifying, classifying, or testing fire rating of assemblies. Determination of the necessity for or the presence of fire areas, fire walls, fire barriers, accessible routes, construction groups or types, or use classifications.
11.1.6	Preparing engineering calculations (civil, structural, mechanical, electrical, etc.) to determine any system’s, component’s, or equipment’s adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiency.
11.1.7	Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user, such as size and dimensions of the subject property or subject building; any legal encumbrances, such as easements; dwelling unit count and mix; building property line setbacks or elevations; number and size of parking spaces; etc.
11.1.8	Reporting on the presence or absence of pests such as wood damaging organisms, rodents, or insects.
11.1.9	Reporting on the condition of subterranean conditions, such as soil types and conditions, underground utilities, separate sewage disposal systems, wells, manholes, utility pits; systems that are either considered process-related or peculiar to a specific tenancy or use; or items or systems that are not permanently installed.
11.1.10	Entering or accessing any area of the premises deemed to potentially pose a threat of dangerous or adverse conditions with respect to the field observer’s health or safety, including, but not limited to: entering of plenum, crawl, or confined-space areas, entering elevator/escalator pits or shafts, walking on pitched roofs, or any roof areas that appear to be unsafe, or roofs without built-in access, and removing of electrical panel and device covers.
11.1.11	Performing any procedure, that may damage or impair the physical integrity of the property, any system, or component.
11.1.12	Providing an opinion on the condition of any system or component, that is shutdown. However, the consultant is to provide an opinion of its physical condition to the extent

	reasonably possible considering its age, obvious condition, manufacturer, etc.
11.1.13	Evaluating the Sound Transmission Class or acoustical or insulating characteristics of systems or components.
11.1.14	Evaluating the flammability of materials and related regulations.
11.1.15	Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.
11.1.16	Operating or witnessing the operation of lighting, lawn irrigation, or other systems typically controlled by time clocks or that are normally operated by the building’s operation staff or service companies.
11.1.17	Providing an environmental assessment or opinion on the presence of any environmental issues such as potable water quality, asbestos, hazardous wastes, toxic materials, the location or presence of designated wetlands, mold, fungus, IAQ, etc.
11.1.18	Providing an environmental assessment or opinion on the presence of any environmental issues such as potable water quality, asbestos, hazardous wastes, toxic materials, the location or presence of designated wetlands, mold, fungus, IAQ, etc.
11.1.19	Evaluating systems or components that require specialized knowledge or equipment, including but not limited to: flue connections, interiors of chimneys, flues or boiler stacks; electromagnetic fields, electrical testing and operating of any electrical devices; examination of elevator and escalator cables, sheaves, controllers, motors, inspection tags; or tenant owned or maintained equipment.
11.1.20	Process related equipment or condition of tenant owned/maintained equipment. Entering of plenum or confined space areas. Testing or measurements of equipment or air flow.
11.1.21	Observation of flue connections, interiors of chimneys, flues or boiler stacks, or tenant-owned or maintained equipment. Entering of plenum or confined space areas.
11.2	<i>Warranty, Guarantee, and Code Compliance Exclusions</i> —By conducting a PCA and preparing a PCR, the consultant merely is providing an opinion and does not warrant or guarantee the present or future condition of the subject property, nor may the PCA be construed as either a warranty or guarantee of any of the following:
11.2.1	Any system’s or component’s physical condition or use, nor is a PCA to be construed as substituting for any system’s or equipment’s warranty transfer inspection;
11.2.2	Compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, fire and building codes, life safety codes, environmental regulations, health codes, zoning ordinances, compliance with trade/design standards, or standards developed by the insurance industry.
11.2.3	Compliance of any material, equipment, or system with any certification or actuation rate program, vendor’s or manufacturer’s warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval, such as FM, State Board of Fire Underwriters, etc.
11.3	<i>Additional/General Considerations:</i>
11.3.1	Further Inquiry—There may be physical condition issues or certain physical improvements at the subject property that the parties may wish to assess in connection with a commercial real estate transaction that are outside the scope of this guide. Such issues are referred to as non-scope considerations, and if included in the PCR, should be identified under Section 10.9.
11.3.2	Out of Scope Considerations—Whether or not a user elects to inquire into non-scope considerations in connection with this guide is a decision to be made by the user. No assessment of such non-scope considerations is required for a PCA to be conducted in compliance with this guide.

11.3.3	Other Standards—Other standards or protocols may exist for the discovery or assessment of physical deficiencies. Such standards and protocols are expressly excluded from the scope of the assessment unless otherwise agreed between the User and Consultant.
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Appendix F:

Personnel Resumes



M. Samantha Speer Owner / Project Manager

SUMMARY

Ms. Speer began in the due diligence industry in the 1990's and conducted training, marketing, report template development, QA/QC of reports, and client management for a nationwide consulting firm based in San Diego California. Samantha has been conducting Phase I Environmental Site Assessments (ESA) and Capital Needs / Property Condition Assessments since 1996 and worked with a variety of clientele such as Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, and the United States Department of Agriculture, as well as, lenders, attorneys, insurance companies, developers, owners, buyers, and real estate companies. Furthermore, her background experience includes construction plan costing reviews and feasibility analysis, as well as, construction project monitoring and loan disbursement approvals.

As the former Director of Due Diligence for an Architectural Consulting firm based in San Rafael California for 10 years, Samantha developed her management and supervisory skills and continued developing her background in Due Diligence and design consulting. Ms. Speer's responsibilities included evaluating properties for accessibility deficiencies (ADA, FHAA, UFAS/Section 504), and rehabilitation scope of work and budget development for several market rate and tax credit multi-family properties. For the last four years, a portion of her responsibility included construction monitoring during multi-family rehabilitation projects.

As part of her experience conducting ESA reports, visual and limited bulk sampling for asbestos and lead based paint, lead in water sampling, and radon gas sampling were required for various projects.

PROJECTS

Completed over 1,500 site assessments using tax credit, ASTM and lender specific protocols on multi-family housing, industrial facilities, commercial and retail centers, mobile home parks, hotels, golf courses, maintenance facilities, and cellular telephone communication facilities throughout the nation.

EDUCATION

Building Construction Technology, Architecture and Interior Design, San Diego Mesa College
Bachelor of Arts, Psychology, California State University of Long Beach, 1991

PROFESSIONAL CERTIFICATIONS

AHERA Building Inspector, #0417BIR182792
AHERA Contractor Supervisor, #0118CSI183885

OTHER PROFESSIONAL TRAINING

Various International Code Council seminars
HUD RAD PNA Training, Washington DC
Purdue University Center for Urban and Industrial Pest Management, Termites and Other Wood Destroying Pests Correspondence Course
Bay Area LISC, Green Physical Needs Assessment Training

PROFESSIONAL CERTIFICATIONS IN PROCESS

Certified Asbestos Consultant
Radon Gas Measurement
Associate Environmental Professional Registration
LEED Green Associate

CONSECUTIVE SYSTEM AGREEMENT

This Agreement ("AGREEMENT") is made and entered into this 17th day of November, 2020 by and between the City of Livingston ("CITY") and View Vista Community, Inc., a consecutive water and sewer system ("SYSTEM"), its address being 1 View Vista Drive, Livingston, Montana, 59047 ("Property Address").

WHEREAS, the SYSTEM is considered by Montana Department of Environmental Quality ("MDEQ") a Public Water System and a Consecutive System as those terms are defined by the Code of Federal Regulations Title 40 Section 141.2 and is bound by all applicable local, state and federal rules and regulations regarding such Public Water and Sewer Systems;

WHEREAS, the CITY is a public water system and a public sewer system that provides all of the potable water to, and collects waste water from, the SYSTEM;

WHEREAS, the Administrative Rules of Montana Section 17.38.210 allows the SYSTEM to be excluded from certain requirements under conditions described in that Section and SYSTEM wishes to utilize this exclusion;

WHEREAS, the SYSTEM represents to the CITY that it meets all of the conditions of the Administrative Rules of Montana Section 17.38.210(1)(a) through (d), and;

WHEREAS, this AGREEMENT is intended to fulfill the requirements of the Administrative Rules of Montana Section 17.38.210(1)(e).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The CITY will include the SYSTEM in its sampling plans (as part of the CITY's population and as potential sampling sites). This does not mean the CITY will

routinely sample from the SYSTEM, but the CITY reserves the right to sample from the SYSTEM as it deems necessary.

2. In the event there is a need for the CITY to issue a public notice regarding the potable water supply or the sanitary sewer, the CITY will issue public notice to the SYSTEM at its Property Address. The SYSTEM will be responsible for notification of its users. The SYSTEM will be responsible for notifying the MDEQ that the public notice was delivered as required by local, state or federal rules or regulations. The CITY will not be responsible for delivery of public notice to the individual users of the SYSTEM under any circumstance.
3. The CITY will issue a single Consumer Confidence Report to the SYSTEM at the Property Address. The SYSTEM will be responsible to copy and distribute, as required, the Consumer Confidence Report to its users. The SYSTEM is responsible for notifying MDEQ that the Consumer Confidence Report was provided to their users as required by local, state or federal rules or regulations.
4. The SYSTEM further agrees that the SYSTEM:
 - a. Consists only of distribution facilities and does not have any collection or treatment facilities;
 - b. Obtains all of its water from the CITY, but that the CITY does not own or operate the consecutive system;
 - c. Does not sell water to any person; and
 - d. Is not a carrier that conveys passengers in interstate commerce.
5. Nothing in this AGREEMENT will obligate the CITY to operate or maintain any asset owned by the SYSTEM.
6. Nothing in this AGREEMENT will obligate the CITY to modify the operation and maintenance of the CITY's water treatment or water distribution system or its sanitary sewer system.

7. Nothing in this AGREEMENT will relieve either party from any duty required by local, state, or federal, rules or regulations.
8. This AGREEMENT may be terminated by the SYSTEM upon giving thirty (30) days' written notice to the CITY.
9. This AGREEMENT may be terminated by the City upon 30 days' written notice to the SYSTEM for good cause, including but not limited to:
 - a. Changes in State or Federal rules or regulations that significantly increase the burden to the CITY caused by the terms of the AGREEMENT.
 - b. Failure by the SYSTEM to uphold any obligation to the CITY, including those obligations outlined in the City's Ordinances, the SYSTEM's Water System Agreement (if any), or this AGREEMENT.
10. This AGREEMENT applies to and binds the heirs, successors, executors, and assigns of the parties to this AGREEMENT.
11. This AGREEMENT supersedes all prior written and verbal agreements, representations, promises, or understandings between parties.
12. The CITY may amend the AGREEMENT in response to changes in local, state or federal rules or regulations or in response to circumstances that were not anticipated at the time the AGREEMENT was drafted. The CITY will provide notice to the SYSTEM of any proposed amendment and the SYSTEM will be given 30 days to comment. The amendment will go into effect 30 days after the SYSTEM is provided with a copy of the final version of the amendment.
13. The person executing the AGREEMENT on behalf of the SYSTEM represents and personally warrants that she/he has authority to enter into this AGREEMENT on behalf of the SYSTEM.

14. In the event of default by either party, the aggrieved party shall be entitled to recover from the defaulting party a reasonable attorney's fee as well as all other costs and expenses, including court costs and expenses incurred by reason of such default, whether the same are incurred with or without suit.

15. The SYSTEM agrees to WAIVE any protest that it, or any of its owners might have if, at a future time the City determines that it is in the best interest of the City to annex the property of the SYSTEM and all real property attendant thereto.

Dated, this ____ day of November, 2020.

MICHAEL KARDOES – City Manager

View Vista Community Inc.

By:_____

Its:_____

File Attachments for Item:

B. BEVERLY CHRISTIANSEN OF TCA ARCHITECHS PRESENTS A PRELIMINARY BASIC YIELD STUDY FOR WORKFORCE HOUSING AT THE VOYICH PROPERTY.

LIVINGSTON AFFORDABLE HOUSING YIELD STUDY

OCTOBER 27, 2020







1. VIEW TO THE EAST



2. VIEW TO THE SOUTH



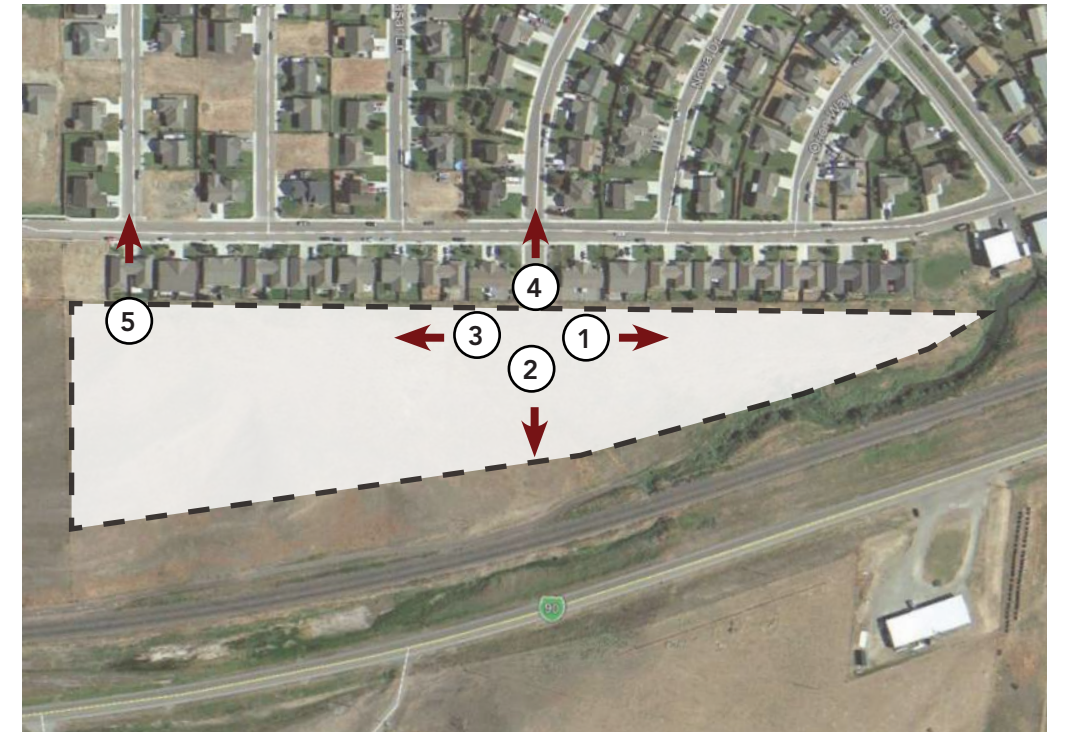
3. VIEW TO THE WEST



4. VIEW TO THE NORTH

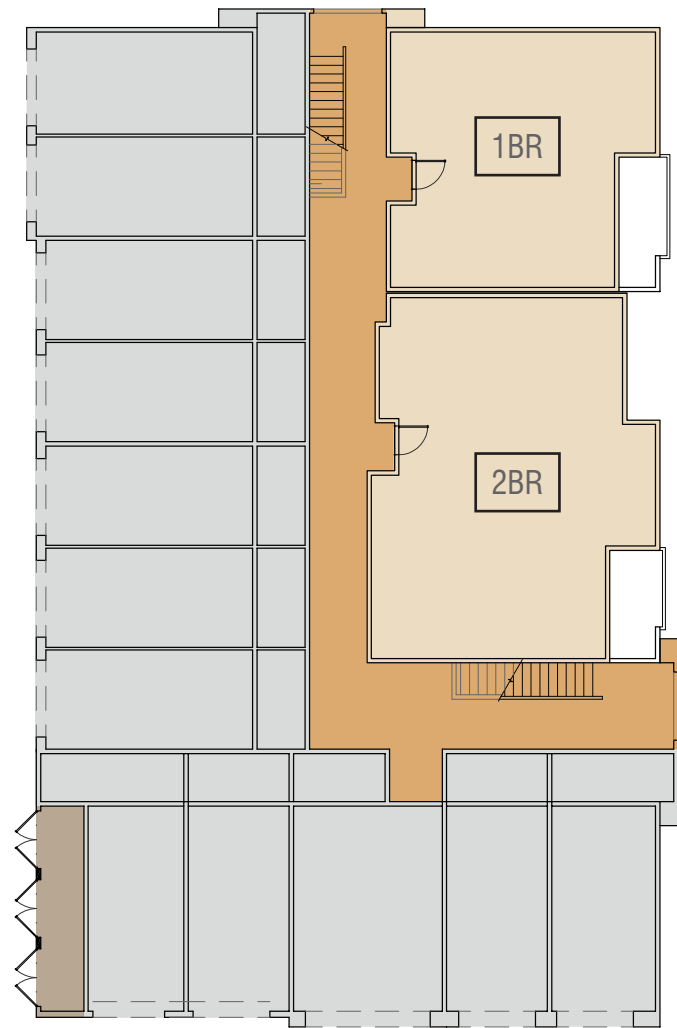


5. VIEW TO THE NORTH

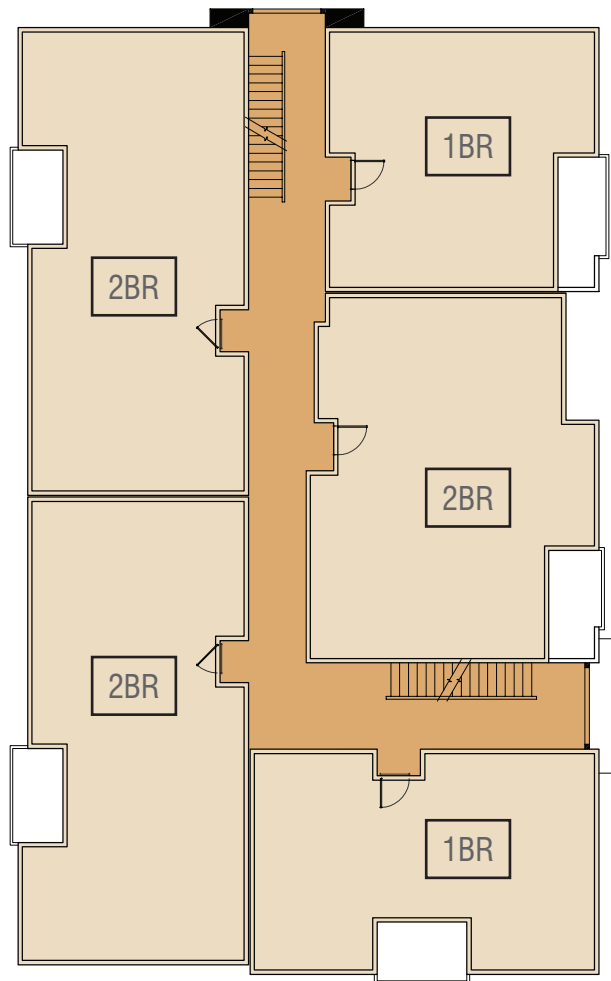




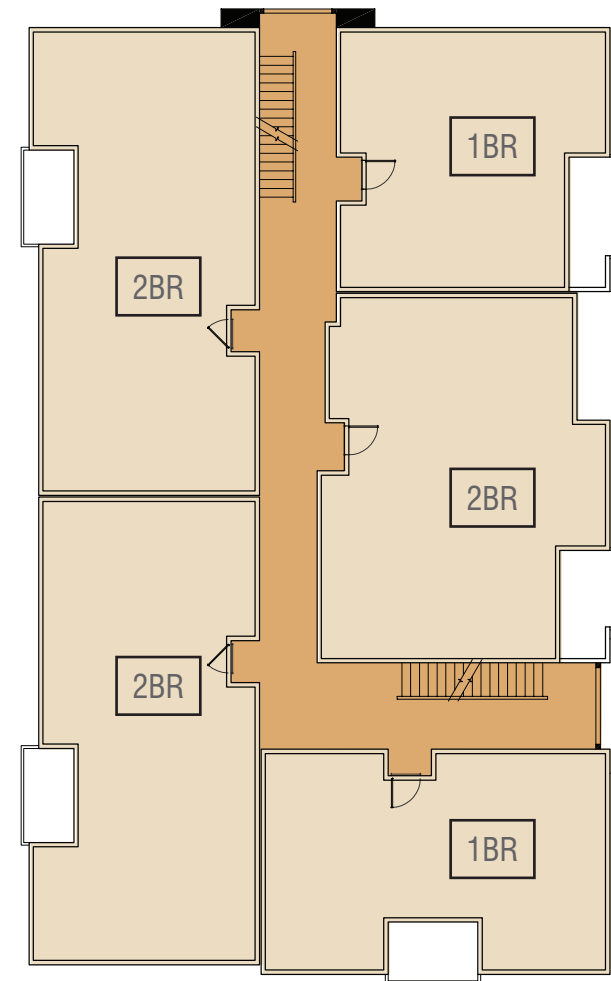
SUMMARY:	
SITE AREA:	
GROSS:	415,761 SF 9.54 AC
NET:	188,805 SF 4.33 AC
DWELLING SUMMARY:	
+/- 100 DWELLING UNITS	
9 BUILDINGS @ 7 & 12 DU/BUILDING	
2 & 3 STORY WALK UP PROTOTYPE	
AVG. +/- 800 SF/DU	
APPROX. 23 DU/AC	
PARKING SUMMARY:	
+/- 167 TOTAL STALLS	
108 COVERED STALLS	
59 OPEN SPACES/CARPORTS	



GROUND FLOOR PLAN

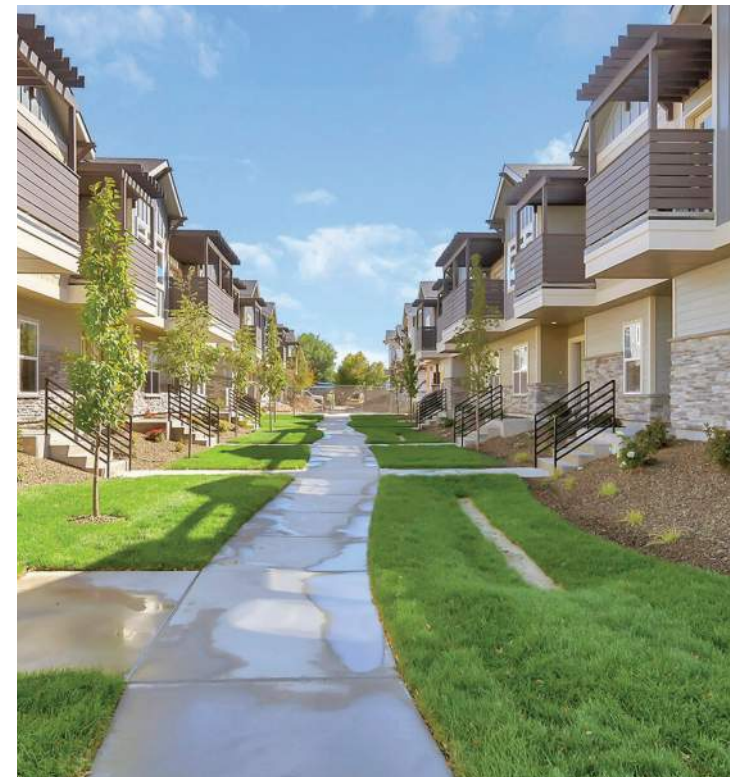
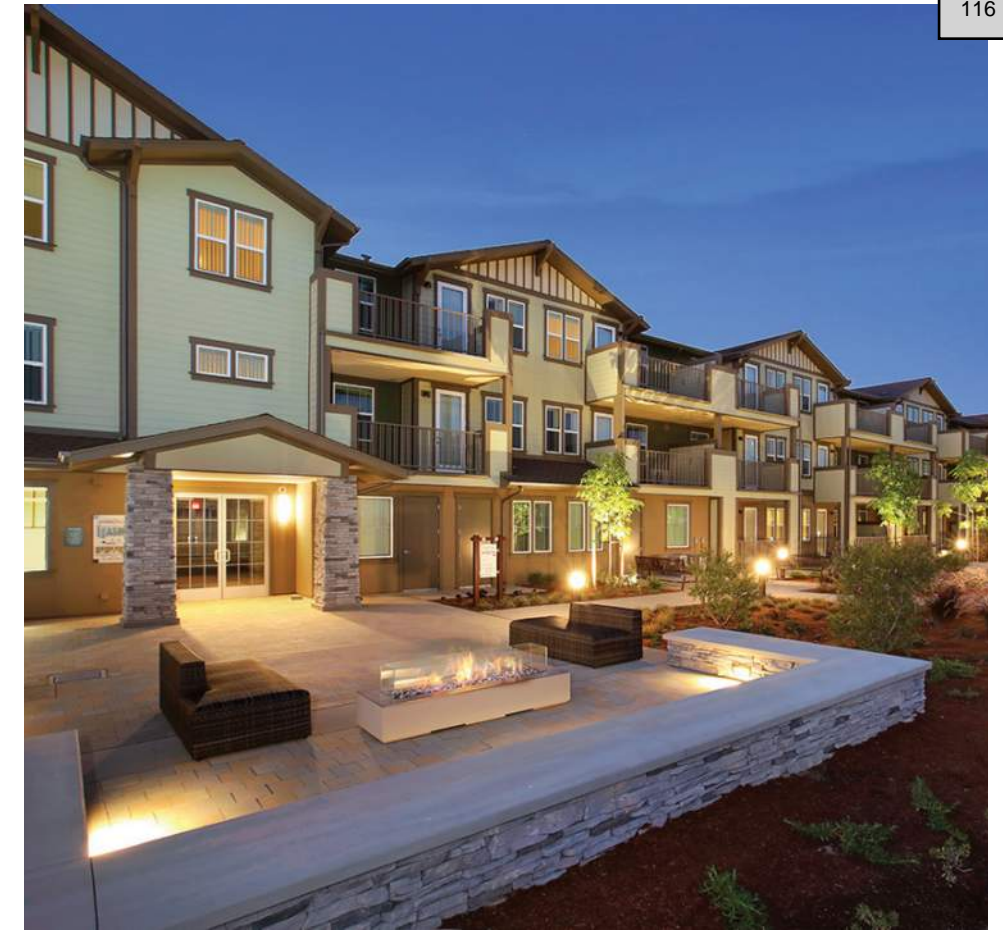


SECOND FLOOR PLAN



THIRD FLOOR PLAN (WHERE OCCURS)





File Attachments for Item:

A. ORDINANCE NO. 2094: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 23 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED "TREES" BY CLARIFYING THAT ALL BOLUVARD TREES ARE TO BE PROPERLY MAINTAINED, INCLUDING PRUNING, WATERING, AND REMOVAL WHEN NECESSARY, BY THE HOMEOWNER ADJACENT TO THE BOULEVARD.

ORDINANCE NO. 2094

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 23 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED “TREES” BY CLARIFYING THAT ALL BOULEVARD TREES ARE TO BE PROPERLY MAINTAINED, INCLUDING PRUNING, WATERING AND REMOVAL WHEN NECESSARY, BY THE HOMEOWNER ADJACENT TO THE BOULEVARD.

Purpose

The purpose of this Ordinance is to clarify responsibility for care and removal of boulevard trees. By adoption of this Ordinance the homeowner adjacent to each boulevard will be responsible for proper planting, maintenance and removal of boulevard trees in accordance with ANSI A300 Standards – American National Standard.

WHEREAS, in December, 2002, the City adopted Ordinance No. 1919 which established a City Tree Board to oversee its Tree City USA forestry program; and

WHEREAS, in December 2008, the City adopted Ordinance No. 2010 which adopted compliance with ANSI A300 standards for tree care operations including proper trimming and pruning of trees; and

NOW, THEREFORE, BE IT ORDAINED by the Livingston City Commission that Chapter 23 of the Livingston Municipal Code be hereby amended with additions and changes shown in red and deletions struck through as follows:

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

SECTION 1
Chapter 23 – Trees

Sec. 23-1. - Definitions.

A.

ANSI A300 Standards-American National Standard for Tree Care Operations as used herein shall mean the most current edition thereof.

1. Scope of Standards. The ANSI A300 standards present performance standards for the care and maintenance of trees, shrubs, and other woody plants.

2. ANSI A300 Standards shall apply to any person or entity engaged in the business, trade, or performance of repairing, maintaining or preserving trees, shrubs or other woody plants on city property. ~~(Copies are available for review at the public library, from the City Forester or the City Utility Office.)~~

B.

Park Trees. Park trees are herein defined as trees, shrubs, bushes and all other woody vegetation in public parks having individual names, and all areas owned by the City, or to which the public has free access as a park.

~~C.~~

~~Pruning. Pruning as it pertains to this Chapter shall refer to the removal of limbs less than three (3) inches in diameter on any public tree. The diameter measurement shall be taken where the cut will occur, not from the tip or middle of the limb.~~

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

D.

Qualified Arborist. An individual who ~~is capable of adhering to ANSI standards, and~~ by possession of a recognized degree, certification or professional standing, or through related training and on-the-job experience, in the science, technology and business of tree care and who is familiar with the equipment and hazards involved therein and who has demonstrated ability in the performance of the special techniques involved.

E.

Street Trees. Street trees are herein defined as trees, shrubs, bushes, and all other woody vegetation on land lying between property lines on either side of all streets, avenues, or ~~alley~~ ways within the City.

~~F.~~

~~Trimming. Trimming as it pertains to this Chapter shall refer to the removal of limbs three (3) inches in diameter or larger on any public tree. The diameter measurement shall be taken where the cut will occur, not from the tip or middle of the limb.~~

G.

Tree Maintenance. Tree maintenance as it pertains to this Chapter shall refer to the removal of hazardous, broken or otherwise nuisance limbs ~~less than three (3) inches in diameter on any public tree.~~

Sec. 23-2. - Creation and establishment of a City Tree Board.

There is hereby created and established an advisory board to the City Commission which will be known as the City Tree Board for the City of Livingston (Tree Board) which shall consist of seven (7)

to nine (9) members who are residents of this City or who live within two (2) miles thereof, who shall Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

be ~~appointed~~ recommended by the ~~Chairman~~ Tree Board with the approval of the ~~and~~ and appointed by the City Commission. The members shall come from different interest groups including homeowners, tree professionals, street department, parks and recreation department, and City government.

Sec. 23-3. - Terms of office.

The term of the persons recommended by the Tree Board and appointed by the City Commission ~~appointed by the Chairman to the Tree Board shall be three (3)-four (4) years. In the event that a vacancy shall occur during the term of any member, his successor shall be appointed for the unexpired portion of the term.~~

Sec. 23-4. - Compensation.

Members of the Board shall serve without compensation.

Sec. 23-5. - Duties and responsibilities.

It shall be the responsibility of the City Tree Board to study, investigate, counsel, develop and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets, and in other public areas. Such plan will be presented annually to the City Commission and upon their acceptance and approval shall constitute the official comprehensive City tree plan.

The Board shall promote and supervise the establishment of a tree inventory for street and park trees.

The inventory shall be updated with the results of ground inspections every three (3) years.

The Board, when requested by the City Commission, shall consider, investigate, make finding, report and recommend upon any special matter or question coming within the scope of its work.

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

Sec. 23-6. - Operation.

The Board shall choose its own officers, make its own rules and regulations and bi-laws which shall be approved by the City Commission. The Board shall and keep ~~a journal~~ minutes of its proceedings. A majority of the members shall be a quorum for the transaction of business.

Sec. 23-7. - Tree species to be planted.

The City Tree Board and City Arborist develops and maintains a list of desirable trees for planting along streets in three (3) size classes based on mature height: small (under twenty (20) feet), medium (twenty (20) to forty (40) feet) and large (over forty (40) feet). Efforts shall be made to ensure a sufficient diversity of tree species. Lists of trees not suitable for planting will also be created by the Tree Board.

Sec. 23-8. - Spacing.

The spacing of street trees will be in accordance with the three (3) species size classes listed in [Section 23-7](#) of this Chapter, and no trees may be planted closer together than the following: small trees, fifteen (15) feet; medium trees, twenty-five (25) feet; and large trees, thirty-five (35) feet; except in special plantings designed or approved by a landscape architect or City Arborist.

Sec. 23-9. - Distance from curb and sidewalk.

The distance trees may be planted from curbs or curb lines and sidewalks will be in accordance with the three (3) species size classes listed in [Section 23-7](#) of this Chapter, and no trees may be planted closer to any curb or sidewalk than two (2) feet for small trees, three (3) feet for medium or large trees.

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

Sec. 23-10. - Distance from street corners and fireplugs.

No street tree shall be planted within thirty-five (35) feet of any street corner, measured from the point of nearest intersecting curbs or curb lines. No street tree shall be planted within ~~than~~ ten (10) feet of any fireplug.

Sec. 23-11. - Utilities.

No street trees other than those species accepted as small trees by the Tree Board may be planted under, or within ten (10) feet of, any overhead utility wire.

Sec. 23-12. - Public tree care.

In addition to caring for trees and vegetative growth on privately owned property, the person in control of a property is charged with care, maintenance and full responsibility for trees and all vegetative growth on adjacent streets, alleys, boulevards and public ways. The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The City will also be responsible for maintaining all trees within city owned parks and on any boulevards or other public ways that do not abut private property.

The City ~~Tree Board Arborist~~ may ~~instruct the City Code Enforcement Officer or City Forester to~~ send written notice to remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements, or is affected with any injurious fungus, insect, or other pest. A copy of this notice will be sent to the City Code Enforcement Officer. In the event that the

person in control of a property fails to comply with such provisions, the City shall have the authority

Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

to remove such trees and charge the cost of removal plus an additional administrative cost equal to twenty-five percent of the actual costs and expenses of removing the tree on the person's property tax notice. This Section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of said trees is in accordance with Sections [23-7](#) through [23-12](#).

Sec. 23-13. - Pruning and trimming standards.

All tree pruning and trimming on public property shall conform to the ANSI A300 standards and the International Society of Arboriculture Best Management Practices for tree care operations. All commercial tree service companies and property owners shall make application for and obtain a permit from the City Forester Arborist before ~~undertaking the trimming of limbs three (3) inches or larger at the cut point on any public tree.~~ working on any city owned tree. The permit shall be issued without any fee. No permit is required when pruning is done to maintain the required eight-foot clearance over sidewalks or the required thirteen – foot clearance over streets. All commercial tree companies shall have a Qualified Arborist conducting the trimming or shall be on site during the trimming of all street and park trees following the aforementioned ANSI A300 standards.

Sec. 23-14. - Tree topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any street tree, park tree, or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs ~~larger than three (3) inches in diameter~~ within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Crown reduction by a qualified arborist may be substituted, when approved in advance by the City ~~Forester Arborist~~. Trees severely damaged by

storms or other causes, or certain trees under utility wires or other obstructions where other pruning Ordinance No. 2094 Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

practices are impractical may be exempted from this Chapter at the determination of the Tree Board or City ~~Forester~~-Arborist.

Sec. 23-15. - Pruning and corner clearance.

Every owner of any tree overhanging any street or right-of-way within the City shall prune the branches so that such branches shall not severely obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) feet above street surface or eight (8) feet above the sidewalk surface. Owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public.

The City shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, or interferes with visibility of any traffic control device or sign or sight triangle at intersections. Tree limbs that grow near high voltage electrical conductors shall be maintained clear of such conductors by the electric utility company in compliance with any applicable franchise agreements. A utility tree trimming policy must be reviewed by the utility company and City Tree Board prior to any trimming by the utility company.

Sec. 23-16. - Dead or diseased tree removal on private property.

The City shall have the right to cause the removal of any dead or diseased trees on private property within the City, when such trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the City. The City Tree Board will instruct the ~~City Code Enforcement Officer or~~ City ~~Forester~~ Arborist to notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within sixty (60) days after the date of service of notice. A copy for this notice will be sent to the City Code Enforcement Officer. In the

event of failure of owners to comply with such provisions, the City shall have the authority to remove Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

such trees and charge the cost of removal plus an additional administrative cost equal to twenty-five percent of the actual costs and expenses of removing the tree on the owner's property tax notice.

Sec. 23-17. - ~~Reserved.~~ Fruit trees.

Any person may harvest fruit from park or street trees if the fruit has dropped or can be picked by hand while standing on the ground, so long as doing so does not in any way injure the tree. The City Arborist may authorize harvest by other means. The City Arborist may send written notice to remove fruit dropped from or remaining on any street tree so as to prevent public nuisance or the attraction of wildlife. A copy of this notice will be sent to the City Code Enforcement Officer.

Sec. 23-18. - Protection of trees.

In order to maintain the overall forest, reasonable efforts shall be made to replace trees that are removed and to protect quality trees that are endangered.

Trees removed by decision of the City Arborist or City Tree Board or removed due to natural causes shall be replaced somewhere in the ~~forest~~ city on a one-for-one basis within one (1) year. The location and species of any replacement tree shall be determined by the Tree Board.

Trees of desirable species and good health shall be protected as much as possible from damage during construction, sidewalk repair, utilities work above and below ground, and other similar activities. The zone of protection shall include the ground beneath the canopy of the tree.

Sec. 23-19. - Interference with City Tree Board.

It is unlawful for any person to prevent, delay or interfere with the City of Livingston, its City Tree Board, or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or trees on private grounds, as authorized in this Ordinance No. 2094 Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

Chapter.

Sec. 23-20. - Arborists license and bond.

It shall be unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing street or park trees within the City without first applying for and procuring a license. The license fee shall be set by resolution annually in advance; provided, however, that no license shall be required of any City employee doing such work in the pursuit of their public service endeavors. Before any license shall be issued, each applicant shall first file evidence of possession of liability insurance in the minimum amounts of seven hundred fifty thousand dollars (\$750,000.00) per claim and one million five hundred thousand dollars (\$1,500,000.00) per occurrence indemnifying the City or any person injured or damaged resulting from the pursuit.

Sec. 23-21. - Authority of adjoining property owner to plant or care for trees on boulevard or parkways.

Permission is given to the owners of real estate to improve their premises by planting trees and properly caring for trees in the boulevards adjoining their property after permit is obtained from the City. Such trees shall in no case interfere with the full use of the streets for public purposes, and no person shall plant any tree within the limits of any parkway, street or alley in the City without having first obtained a written permit from the City.

It shall be the duty of any property owner to make request in writing to the City, stating the variety and precise location of each tree proposed to be planted. The permit shall specify the location and variety of each tree.

Sec. 23-22. - Removal, destruction, cutting and injury.

Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

No person shall remove, destroy, cut, deface, or in any way injure or interfere with any street tree or park tree, without a permit from the City Tree Board. The City ~~Forester~~ **Arborist** may authorize the removal of trees that constitute an immediate hazard or threat to life or property.

Sec. 23-23. - Interference with trees by house mover, permit required.

It shall be unlawful for any person to move any building along any street, avenue or alley in the City, in such a way as to interfere with or injure any tree or shrub in any street, avenue, alley or public place, including parks and parkways, without a written permit obtained from the City ~~Forester~~ **Arborist**. The application for such permit, and the permit issued, shall specify the particular building and the particular route to be followed.

Sec. 23-24. - Procedure for temporary removal.

All moving of trees and shrubs made necessary by moving of buildings or any other purpose shall be done under the supervision of the City ~~Forester~~ **Arborist**, at the expense of the owners of the buildings, or the party requesting the same. Should such moving cause the death of the tree, the owner of the buildings or the party requesting the temporary removal, at his own expense, shall replace the same under the supervision of the City **Arborist**.

Sec. 23-25. - Insects and diseases-declared nuisance.

All insect pests and diseases known to be injurious to fruit, shade and ornamental trees and shrubs, and all trees, shrubs and vegetable growth infested or infected therewith constitute a menace, and are hereby declared to be a common nuisance.

Sec. 23-26. - Spraying.

Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

Every person who is owner or in possession or control or management of any lot, block or parcel of land upon which there are any fruit, shade or ornamental trees or shrubs which are infested or infected with any insect pests or diseases known to be injurious to such fruit, shade or ornamental trees or shrubs, shall, within three (3) days, upon written order of the ~~City Code Enforcement Officer or~~ the City ~~Forester~~ **Arborist** at the instruction of the City Tree Board, spray or cause the same to be sprayed in such manner and with some insecticide designated by the City **or by a licensed pesticide applicator.** **A copy of this notice will be sent to the City Code Enforcement Officer.** Any person failing to comply with any such order shall be deemed guilty of maintaining a nuisance. **In the event that the person in control of a property fails to comply with such provisions, the City shall have the authority to spray such trees and charge the cost of chemical and application plus an additional administrative cost equal to twenty-five percent of the actual costs and expenses of removing the tree on the person's property tax notice.**

Sec. 23-27. - Review by city commission.

The City Commission shall have the right to review the conduct, acts, and decisions of the City Tree Board. Any person may appeal from any ruling or order of the City Tree Board to the City Commission who may hear the matter and make final decisions.

Sec. 23-28. - Penalty.

Any person violating any provision of this Chapter shall be, upon conviction or a plea of guilty, subject to a civil fine not to exceed three hundred dollars (\$300.00) for each violation or if the infraction is a repeat offense, a civil penalty not to exceed fifty dollars (\$50.00) for each repeat violation. In addition, commercial tree service companies which violate the terms of this Chapter shall after a second conviction be denied the ability to obtain a permit to work on public trees.

Ordinance No. 2094

Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

SECTION 2

Statutory Interpretation and Repealer:

Any and all resolutions, ordinances and sections of the Livingston Municipal Code and parts thereof in conflict herewith are hereby repealed.

SECTION 3

Severability:

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by a court having competent jurisdiction, such invalidity shall not affect the other provisions of this ordinance which may be given effect without the invalid provisions or application, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 4

Savings provision:

This ordinance does not affect the rights or duties that mature, penalties and assessments that were incurred or proceedings that begun before the effective date of this ordinance.

SECTION 5

Effective date:

This ordinance will become effective 30 days after the second and final adoption.

PASSED by the City Commission of the City of Livingston, Montana, on first reading at a regular session thereof held on the _____ day of October, 2020.

DOREL HOGLUND – Chairperson

ATTEST:

FAITH KINNICK,
Recording Secretary

PASSED, ADOPTED AND APPROVED by the City Commission of the City of Livingston, Montana, on second reading at a regular session thereof held on the _____ day of November, 2020.

DOREL HOGLUND – Chairperson

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY LAWELLIN
Interim City Attorney

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

PUBLIC NOTICE

The public is invited to attend and comment at a public hearing to be held on December 15, 2020 at 5:30 p.m. during the second reading of **ORDINANCE NO. 2094** entitled **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AMENDING CHAPTER 23 OF THE LIVINGSTON MUNICIPAL CODE ENTITLED TREES BY CLARIFYING THAT ALL BOULEVARD TREES ARE TO BE PROPERLY MAINTAINED, INCLUDING PRUNING, WATERING AND REMOVAL WHEN NECESSARY, BY THE HOMEOWNER ADJACENT TO THE BOULEVARD.** This meeting will be held via Zoom join.zoom.us. Meeting ID: 899 1931 3028 Passcode: 637749 A copy of the ordinance is available for inspection at the City Office, 414 East Callender Street, Livingston, MT 59047. For further information, call the City Offices at (406) 823-6000.

Please publish November 27, and December 11, 2020.

Faith Kinnick
City of Livingston
November 9, 2020.

Ordinance No. 2094
Clarifying responsibility for care and maintenance of boulevard trees to be the responsibility of the homeowner adjacent to the boulevard.

File Attachments for Item:

A. RESOLUTION NO. 4930: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON MONTANA, ADOPTING A NEW IMPACT FEE SCHEDULE.

RESOLUTION NO. 4930

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ADOPTING A NEW IMPACT FEE SCHEDULE.

WHEREAS, on August 18, 2020 the City Commission accepted the new impact fee study which contains the data sources and methodology supporting the calculation of the impact fees; and

WHEREAS, on October 20, 2020 the City Commission passed Ordinance No. 2089 amending Chapter 24 of the Livingston Municipal Code, recognizing the acceptance of the new impact fee study; and

WHEREAS, the proposed impact fee schedule is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein; and

WHEREAS, City Commission believes that the impact fees are reasonably related to and reasonably attributable to the development's share of the cost of infrastructure improvements made necessary by new development; and

WHEREAS, the City Commission believes that the proposed impact fees do not exceed new developments' proportionate share of the costs incurred by the City in accommodating the development when considering:

- i. the need for public facilities capital improvements required to serve new developments; and
- ii. the payment for system improvements reasonably anticipated to be made by or as a result of the development in the form of user fees, debt service payments, taxes and other available sources of funding.

WHEREAS, costs of correcting existing deficiencies in public facilities were not included in the impact fee calculation; and

WHEREAS, new development is not being held to a higher level of service than existing users unless the mechanism in place for the existing users to make improvements to the existing system matches the higher level of service; and

WHEREAS, the impact fees do not include expenses for operations and maintenance of the facilities; and

WHEREAS, the calculation of impact fees will be reviewed and updated at least every 5 years as set forth in §7-6-1602 MCA.;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Livingston, Montana, as follows:

That the City Commission hereby adopts the impact fee schedule attached as Exhibit A and that said impact fees shall hereafter be imposed on qualifying development.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this ____ day of November, 2020.

DOREL HOGLUND, Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

IMPACT FEES

	<u>CURRENT</u>	<u>PROPOSED</u>	<u>INCREASE</u>	<u>BOZEMAN</u>
Single Family	\$ 3,906.60	\$ 12,357.00	316%	\$9,300 to \$16,000
4-plex	\$ 7,562.19	\$ 26,760.00	354%	\$53,000
12 unit Condo	\$ 27,137.45	\$ 82,854.00	305%	\$160,000
Murdoch's	\$ 56,770.83	\$ 271,230.00	478%	\$369,000

File Attachments for Item:

B. RESOLUTION NO. 4931: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED FOR THE ADOPTION AND IMPLEMENTATION OF A CONSECUTIVE SYSTEM AGREEMENT WITH THE VIEW VISTA COMMUNITY, INC.

RESOLUTION NO. 4931

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED FOR THE ADOPTION AND IMPLEMENTATION OF A CONSECUTIVE SYSTEM AGREEMENT WITH THE VIEW VISTA COMMUNITY, INC.

WHEREAS, the View Vista Community, Inc. has become an owner owned co-op with the assistance of NeighborWorks Montana and local partners, which has its own water and sewer collection system within the park, which is connected to the City of Livingston’s water and sewer system.

WHEREAS, View Vista Community Inc. and NeighborWorks Montana have asked to partner with the City for the ability to obtain grants and funds in order to update and improve the water and sewer system inside the park for the benefit of the residents and to bring it up to the standards that would allow it to be accepted into the City’s water and sewer utility system at a future time.

WHEREAS, the View Vista Community Inc. represents the City that it meets all of the conditions of the Administrative Rules of Montana Section 17.38.210(1) (a) through (d); and

WHEREAS, this Consecutive System Agreement will allow the City to provide potable water and sewer collection pursuant to Montana Code Annotated 7-13-4312 and fulfill the requirements of the Administrative Rules of Montana Section 17.38.210(1)(e). *See Attached Agreement.*

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston’s behalf, the City Manager is hereby authorized to sign all documents with View Vista Community Inc. and NeighborWorks Montana, and any other required parties to adopt and implement a Consecutive System Agreement.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this ____ day of November, 2020.

DOREL HOGLUND - Chair

ATTEST:

APPROVED AS TO FORM:

FAITH KINNICK
Recording Secretary

COURTNEY JO LAWELLIN
City Attorney

CONSECUTIVE SYSTEM AGREEMENT

This Agreement ("AGREEMENT") is made and entered into this 17th day of November, 2020 by and between the City of Livingston ("CITY") and View Vista Community, Inc., a consecutive water and sewer system ("SYSTEM"), its address being 1 View Vista Drive, Livingston, Montana, 59047 ("Property Address").

WHEREAS, the SYSTEM is considered by Montana Department of Environmental Quality ("MDEQ") a Public Water System and a Consecutive System as those terms are defined by the Code of Federal Regulations Title 40 Section 141.2 and is bound by all applicable local, state and federal rules and regulations regarding such Public Water and Sewer Systems;

WHEREAS, the CITY is a public water system and a public sewer system that provides all of the potable water to, and collects waste water from, the SYSTEM;

WHEREAS, the Administrative Rules of Montana Section 17.38.210 allows the SYSTEM to be excluded from certain requirements under conditions described in that Section and SYSTEM wishes to utilize this exclusion;

WHEREAS, the SYSTEM represents to the CITY that it meets all of the conditions of the Administrative Rules of Montana Section 17.38.210(1)(a) through (d), and;

WHEREAS, this AGREEMENT is intended to fulfill the requirements of the Administrative Rules of Montana Section 17.38.210(1)(e).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The CITY will include the SYSTEM in its sampling plans (as part of the CITY's population and as potential sampling sites). This does not mean the CITY will

routinely sample from the SYSTEM, but the CITY reserves the right to sample from the SYSTEM as it deems necessary.

2. In the event there is a need for the CITY to issue a public notice regarding the potable water supply or the sanitary sewer, the CITY will issue public notice to the SYSTEM at its Property Address. The SYSTEM will be responsible for notification of its users. The SYSTEM will be responsible for notifying the MDEQ that the public notice was delivered as required by local, state or federal rules or regulations. The CITY will not be responsible for delivery of public notice to the individual users of the SYSTEM under any circumstance.

3. The CITY will issue a single Consumer Confidence Report to the SYSTEM at the Property Address. The SYSTEM will be responsible to copy and distribute, as required, the Consumer Confidence Report to its users. The SYSTEM is responsible for notifying MDEQ that the Consumer Confidence Report was provided to their users as required by local, state or federal rules or regulations.

4. The SYSTEM further agrees that the SYSTEM:
 - a. Consists only of distribution facilities and does not have any collection or treatment facilities;
 - b. Obtains all of its water from the CITY, but that the CITY does not own or operate the consecutive system;
 - c. Does not sell water to any person; and
 - d. Is not a carrier that conveys passengers in interstate commerce.

5. Nothing in this AGREEMENT will obligate the CITY to operate or maintain any asset owned by the SYSTEM.

6. Nothing in this AGREEMENT will obligate the CITY to modify the operation and maintenance of the CITY's water treatment or water distribution system or its sanitary sewer system.

- 7. Nothing in this AGREEMENT will relieve either party from any duty required by local, state, or federal, rules or regulations.

- 8. This AGREEMENT may be terminated by the SYSTEM upon giving thirty (30) days' written notice to the CITY.

- 9. This AGREEMENT may be terminated by the City upon 30 days' written notice to the SYSTEM for good cause, including but not limited to:
 - a. Changes in State or Federal rules or regulations that significantly increase the burden to the CITY caused by the terms of the AGREEMENT.
 - b. Failure by the SYSTEM to uphold any obligation to the CITY, including those obligations outlined in the City's Ordinances, the SYSTEM's Water System Agreement (if any), or this AGREEMENT.

- 10. This AGREEMENT applies to and binds the heirs, successors, executors, and assigns of the parties to this AGREEMENT.

- 11. This AGREEMENT supersedes all prior written and verbal agreements, representations, promises, or understandings between parties.

- 12. The CITY may amend the AGREEMENT in response to changes in local, state or federal rules or regulations or in response to circumstances that were not anticipated at the time the AGREEMENT was drafted. The CITY will provide notice to the SYSTEM of any proposed amendment and the SYSTEM will be given 30 days to comment. The amendment will go into effect 30 days after the SYSTEM is provided with a copy of the final version of the amendment.

- 13. The person executing the AGREEMENT on behalf of the SYSTEM represents and personally warrants that she/he has authority to enter into this AGREEMENT on behalf of the SYSTEM.

14. In the event of default by either party, the aggrieved party shall be entitled to recover from the defaulting party a reasonable attorney's fee as well as all other costs and expenses, including court costs and expenses incurred by reason of such default, whether the same are incurred with or without suit.

15. The SYSTEM agrees to WAIVE any protest that it, or any of its owners might have if, at a future time the City determines that it is in the best interest of the City to annex the property of the SYSTEM and all real property attendant thereto.

Dated, this ____ day of November, 2020.

MICHAEL KARDOES – City Manager

View Vista Community Inc.
By: _____
Its: _____

File Attachments for Item:

A. LIVINGSTON AREA CHAMBER OF COMMERCE FEE WAIVER REQUEST FOR RECONSIDERATION.



October 26, 2020

Request to City of Livingston Administration

Re: Christmas Stroll

The annual Christmas Stroll is a Livingston tradition, and this year is not to be an exception. Covid 19 has changed the face of events in every city and town nationwide. Our community has seen all events of gathering and celebration cancelled but we believe this one is one we can continue, with extra effort of precaution.

Last week we had a meeting with county and city members of all statuses and the Health Department was in attendance. The meeting was to discuss what the holidays and Halloween would look like. We discussed the Christmas Stroll and how our changes would create a safe stroll and our local shops and restaurants, bars and community members will be able to have some sense of normalcy with some small changes for this year.

I have attached the document with the plan however we now have one big change. The Holiday Market of vendors who could not safely have a packed event inside are joining forces and moving the booths outside down the middle of the Stroll. I appreciate the collaboration for this year and coming together for our community's benefit.

We are asking the street closure fee be waved and the City could be added to the sponsor list. The streets are three blocks of Main Street as that allows the sidewalks to be less crowded. The average fee is aprox \$500.00 with top of Main street to bottom of the 3rd block at Neptune's be the end. We are looking at leaving the cross streets open as we will not have the Wagon rides, or we can just leave closed to have more room either way. We will have fire pits, vendors from the Holliday Market down the middle of the street set back to back to eliminate group gathering. We would like to start at 2pm and go to 8pm to encourage a more spread out event instead of masses in short periods. We would like to close the streets at noon for ample setup. The Chamber as always will have the insurance policy. We will not have Santa Claus in the store he will instead stay in the street on top of a wagon. Elves will hand out gift bags to the children as every year, after they give a Dear Santa letter to the elves on the wagon. See Santa but do not touch. We will place the letters to cut out in the paper and at many business locations in town.

We will need 6 garbage cans, three per each street, and electricity turned on at the Green light posts as we do every year. We will fill out the proper form if this is acceptable terms.

We appreciate the consideration and let's end this year trying to bring our community back into a healthy state of mind and presence by coming together for the holidays and give our economy a boost it needs.

Thank you

Leslie Feigel, CEO

Livingston Area Chamber of Commerce & Visitor Center, 303 E. Park St, Livingston, MT 59047

2020 Christmas Stroll Plan as approved by the Livingston Area Chamber Board

10/23/20

To the City Administration and Staff

Covid 19 requirements by Health dept for event: December 4th or 5th 2020

Less crowds by event taking place over a longer period and ending earlier. Hoping 2-8pm

Masks are recommended for open areas and mandatory for all businesses during stroll.

Santa line not inside and no sitting on lap to avoid close contact. All gift bags handed out by

Santa Elves and Santa will have handles, all bags will be packaged with gloves on.

Santa will remain in wagon so to not have direct contact with children.

All Dear Santa requests will be done via letters places in boxes by the wagon.

All vendors in the street will be spaced by booths and placed back to back. Information sheets will have mask reminders and requests to spatially distance.

Request that food and drink inside of stores not be offered so to not create mass inside gathering.

These items are very easy to achieve and Dr Desnick agreed this would be ok and will produce a letter for us.

Thank you

Leslie Feigel

Livingston Chamber

City of Livingston Special Event Permit Application

The City of Livingston Special Event Permit Application applies to City of Livingston Streets, Facilities, Parks and Trails; this does NOT include private property. Completed applications must be submitted **at least 6 weeks** prior to the event date. (8 weeks if requesting fee waivers, see Section 7 for eligibility)

Applications **are not considered complete** until the following items have been submitted:

- Signed Application
- Non-refundable application fee: \$50 resident / \$80 non-resident
- Refundable Deposit if utilizing any COL equipment or Facility
- Proof of Liability Insurance
 - \$1,500,000 and \$750,000 per occurrence
 - Fire Casualty and Property loss insurance on the premises in the minimum amount of \$500,000.00 with a loss payable provisions to the City.
- Proposed maps/layout of event
 - If run/walk, include locations of water stations/volunteers/traffic control devices

Application Information (should also serve as the event day contact)

Renter/Contact Name: Leslie Feigel, CEO

Organization: Livingston Area Chamber of Commerce

Email Address: info@livingston-chamber.com Tax ID Number: 81-0160223

Address: 303 E. Park Street City, State, Zip: Livingston MT 59047

Mobile Phone: 406-223-6603 Work Phone: 406-222-0850

Group insuring event: The Sentinel Ins. Co

Insurance Company: Lightfoot & Assoc Policy Number: 34 SBA PP9189

Insurance Agent: Susan Castaneda Insurance Phone: 720-261-2249

Insurance Address: 8354 Northfield Blvd Ste 3700, Denver CO 80238

Event Information

Name of Event: The Annual Christmas Stroll Date of Event: Dec 4th or 5th 2020

Event Type: street fair with Santa Approx # of Attendees: unknown (500)

Proposed Route(s) and/or Map(s) Attached: _____ Time(s) of event: 2pn-8pm

Set up	Event	Event	Cleanup
Begins: <u>12pm</u>	Begins: <u>2pm</u>	ends: <u>8pm</u>	Complete: <u>9pm</u>

Please provide a brief description of your event: *(use additional sheet if you need more space)*

Please See attached sheet
Local Christmas Stroll to encourage local business. Shops open late and Vendors in booths on the street. Santa will be in Wagon and remain there with elves handing out gifts.

Please identify any safety / security issues:

Do you plan for your event to:

Have food: Yes If yes, have you contacted the Park County Sanitarian at 406-222-4145 and followed all requirements? Local businesses to be open

Accumulate waste: Yes If yes, please notate your disposal plan (We recommend 1 – 96 Gallon can per 200 people):
3 cans one for each block possibly

The City of Livingston will supply additional trash cans for your event, if utilizing, please notate quantity:

_____ Mon – Fri, 7am – 4pm: \$20 for first can; \$10 per additional can

3 _____ Mon – Fri, 4pm-10pm; Saturday & Sunday: \$30 for first can; \$15 per additional can

Need restrooms: No If yes, how do you plan to accommodate? (We recommend one toilet per 250 people)
All businesses open

Need electricity: Yes If yes, what for and what source do you plan to use?
The vendors might need power from the light poles

Utilize parking: No If yes, how do you plan to accommodate?
We need the streets to be clear and will use no parking signs a few days prio

Utilize City park/facility/space: _____ If yes, please name the space and provide record of reservation. Contact the Recreation Department at 406-223-2233 to reserve.

no

Use a stage, bleachers, tents or other temporary structures:
If yes, please attach a drawing of proposed location(s) and sizes. \$30 irrigation locate fee applies when in parks.

***Utilize Cones, A-frames or Barricades from the City of Livingston:**

Candlestick Cones: 3 @ \$3 each A-Frames: 3 @ \$7 each Barricades: 3 @ \$12 each

Construction Fencing: 3 @ \$15 / 100 feet

**When rented individually these items do require a \$100 refundable deposit upon return of items*

Street Closure: _____ If yes, please notate number of streets* in accurate space provided as well as on the route map

3 _____ Mon – Fri, 7am – 4pm: \$110 each (up to 2 streets) \$50 per street over 2

3 _____ Mon – Fri, 4pm-10pm; Saturday & Sunday: \$200 each (up to 2 streets) \$100 per street over 2

**A street is considered one city block. Permit Holder understands responsibility to notify ALL residents / businesses affected by closure _____*

Alcohol to be served at event: Yes If yes, describe the location of sales, liquor license to be used and measures to insure proper ID for purchases and persons supervising the operation:

All alcohol to be sold at local businesses. Alcohol containers in closed areas only after waiver agreed to . only 2-8pm Plastic cups only.

Liquor Liability Attached as described in Section 7

Proof of Alcohol Server Training as described in Section 7

Requests for special animal policy considerations as described in Section 7: _____ If yes, please describe:

Will the event require camping or temporary housing: NO If yes, have you the Park County Sanitarian at 406-222-4145 to set up a temporary housing plan and answer the following questions:

_____ Date(s) Camping will occur _____ Location of camp site(s) _____ Number of campers
_____ Number of tents _____ Location of tent(s) _____ Fire Ring(s) needed? (must be authorized by Fire Dept)

Please describe plan for water/sanitation facilities and parking:

Agreement to the City of Livingston Special Event conditions. Application hereby agrees to comply with the City of Livingston Special Event Conditions (Policy & Fee Schedule – Section 7). Upon signing this application, the applicant agrees not to violate any state or city codes in the presentation of the requested special event.

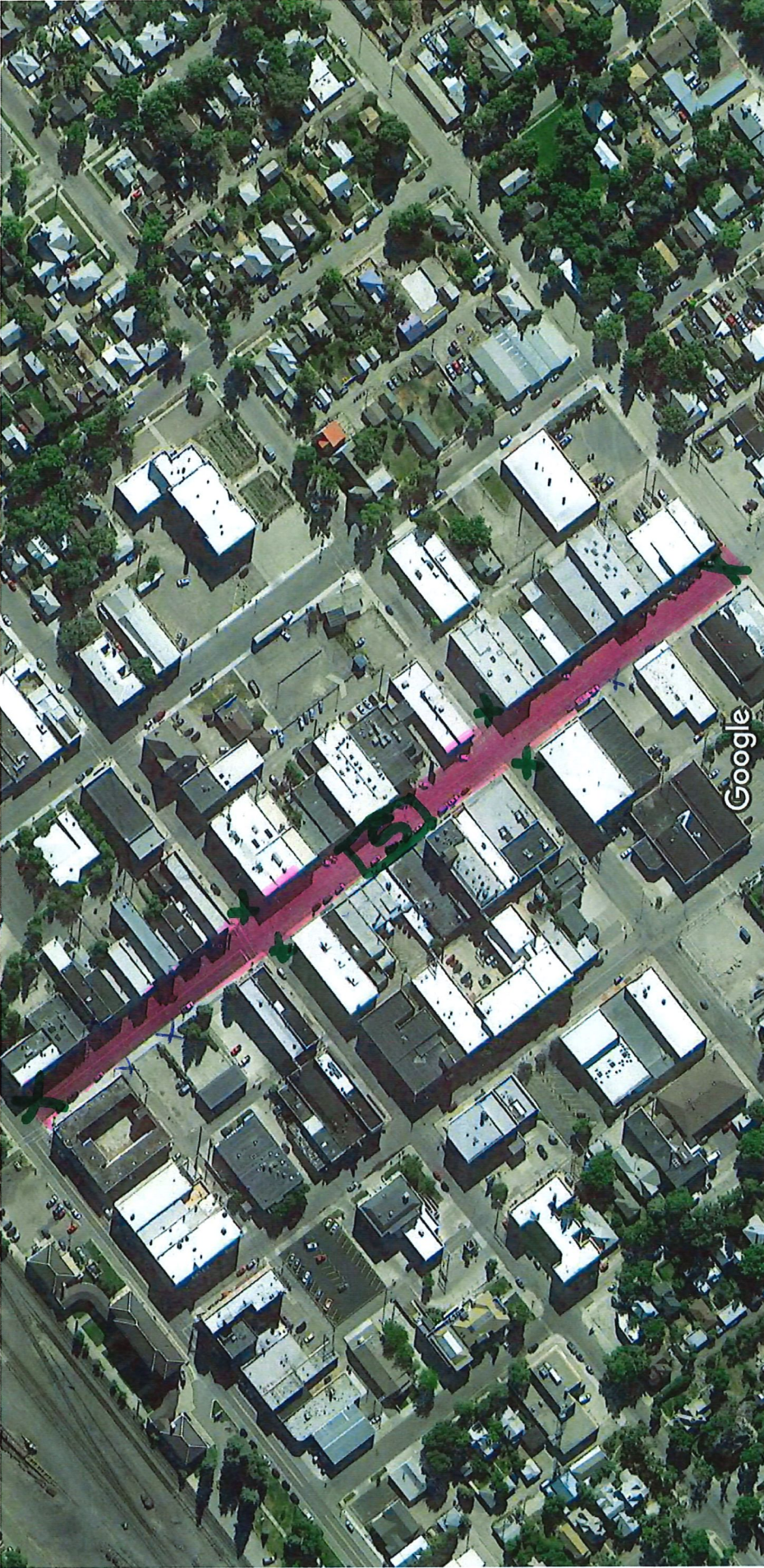
In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Livingston, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgements which may arise from the activity. Applicants also agree to obtain valid save or hold harmless agreements from all participants in its activity, protecting the City of Livingston from all losses arising out of its activity, including damages of any kind or nature.

I, Leslie Feigel hereby agree to the terms of insurance as set forth by the City of Livingston for my special event, and realize I must attach proof of insurance with this document in order for my application to be considered complete.

10-28-20

Responsible Party (must have authority to sign) Date

City of Livingston Parks & Recreation Date



Imagery ©2020 Maxar Technologies, Map data ©2020 100 ft

X Closed Barriers

[S] SANTA Location

x Cones to Close Alley exits onto Main



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2020

152

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

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

PRODUCER LIGHTFOOT & ASSOCIATES LLC 34345428 8354 NORTHFIELD BLVD STE 3700 DENVER CO 80238	CONTACT NAME:	
	PHONE (720) 261-2249 (A/C, No, Ext):	FAX (877) 546-8204 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Sentinel Insurance Company Ltd.	
INSURED LIVINGSTON AREA CHAMBER OF COMMERCE 303 E PARK ST LIVINGSTON MT 59047-2714	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC# 11000	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			34 SBA PP9189	04/30/2020	04/30/2021	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> AUTOS	<input type="checkbox"/> AUTOS						
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Hold and save harmless the City of Livingston, its agents, and officers per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Livingston
 414 E CALLENDER ST
 LIVINGSTON MT 59047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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Livingston Recreation Department
 229 River Drive
 Livingston, MT 59047
 406-223-2233
 rec@livingstonmontana.org
 http://www.livingstonmontana.org/

Registration/Payment Receipt 23959450

10/29/2020 11:10 AM

Account Information

Livingston Area Chamber of Commerce
 Leslie Feigel
 303 East Park Street
 Livingston, MT 59047

Received By

Maggie Tarr at Civic Center

Item	Quantity	Balance Due	Amount Paid
Special Event Administration Fee - Resident	1.00	\$50.00	\$0.00
Road Closure Evening/Wkend/Holiday	2.00	\$400.00	\$0.00
Special Event Facility Deposit	1.00	\$100.00	\$0.00
Addtl. Road Closure Evening/Wkend/Holiday	1.00	\$100.00	\$0.00
1st Garbage Can Evening/Wkend	1.00	\$30.00	\$0.00
Addtl Garbage Can Evening/Wkend	2.00	\$30.00	\$0.00
Change in Balance			\$710.00
Account Balance			\$710.00
<i>(As of 10/29/2020 11:10 AM)</i>			

Transaction Notes

Additional materials were requested to close of alley access. That was not included as that can be included as part of the road closure process.

This is an invoice worked up to demonstrate cost to City of Livingston for road closures / waste management for the event.

Thank you for reserving a facility with the City of Livingston

Reservation Status: A reservation is considered binding after The Facility Rental Agreement has been established and approved by City Personnel.

If a Special Event Application is required, the reservation is not considered binding until after all City departments have approved the Special Event Application. Rental applicants may not advertise until after this time.

Cancellation Policy: Deadline for cancellation is **7 days** prior to your event. We cannot give refunds after the deadline. The City of Livingston will not be held responsible for emergencies that may arise that require the Civic Center, Band Shell or Gazebo area to be closed, i.e. floods, electrical outages, sewer backups, or any other unavoidable emergency situations. Should this occur, the rental fee and deposit will be refunded, unless the renter is able to reschedule the event. Notification of any emergency situation will be given to the renter as soon as possible.

Problems: If you encounter a problem during your rental, please call The Recreation Department Office at 223-2233, or Recreation Manager at 222-8155 **only** if you cannot get in contact with the Recreation Department staff. If it is an emergency and you cannot reach any of the listed contacts, please call 222-2050 and ask for the person on call for Public Works.

The City of Livingston does not deny access to the facility to anyone on the basis of race, sex, religion, creed, national origin, or political views. Further, permitting any group to use the facility does not imply the endorsement of any views by the City of Livingston. The City of Livingston reserves the right to refuse application for good cause or to revoke the rental applicant's permit privileges.

Rec'd
11/05/2020

155

November 5, 2020

To: Livingston Chamber of Commerce

RE: Christmas Stroll

To whom it may concern,

We have received the proposal regarding the 2020 Downtown Christmas Stroll.

If the proposed plan is followed carefully, it appears to meet the Governors Phase Two Reopening Guidelines.

Should business, vendors and Santa's people be unable to manage proper social distancing, the Park City/County Health Department reserves the right to close the event for the health and safety of the public.

Please include in your advertising "Masks are required when social distancing cannot be maintained."

Sincerely,

Park City/County Health Department

File Attachments for Item:

B. DISCUSS: CARES ACT FUNDING OPTIONS

File Attachments for Item:

C. DISCUSS: INDIGENOUS PEOPLES DAY AND COLUMBUS DAY

Indigenous Peoples Day and Columbus Day

HISTORY

There has been a movement in the United States to change the focus of the observation of Columbus Day, the anniversary of Christopher Columbus's arrival in the Americas in 1492, to Indigenous Peoples Day, observation of the contributions and struggles of the indigenous peoples of the Americas. As the Commission has requested information on the process of making such a change for Livingston, I will provide information on the history and tradition of each observance and then provide an administrative analysis on different options for any change the Commission would like to see.

Columbus Day is a federal holiday set by Title 5 of the United States Code. It joins New Year's Day, Birthday of Martin Luther King Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day as the federal holidays recognized by the United States Code. An observance of the anniversary of Christopher Columbus's arrival in the America's on October 12th, 1492, Columbus Day has been celebrated in the United States as early as 1792 on the 300th anniversary. In 1892, after a mob in New Orleans lynched 11 Italian immigrants, President Harrison declared a one-time national celebration of Columbus Day. Italian-Americans subsequently began celebrating Columbus Day as a celebration of Italian heritage and after lobbying by the Knights of Columbus in 1934 Congress passed a statue stating the President was requested to issue a proclamation each year for Columbus Day. Finally, in 1968 Columbus Day was declared a federal holiday and in 1971 it was set as the second Monday in October – which is also Thanksgiving Day in Canada. Columbus Day is also celebrated in Italy and Spain.

Observation in Central and South America takes many forms and is often called “Dia de la Raza” or “Day of the Race”. Meanings behind the observance of this day include celebrating the racial diversity the mix of European and indigenous cultures has created, celebrations of cultural diversity, a celebration of Hispanic influence in the Americas, a “Day of Indigenous Resistance”, and “Indigenous Peoples and Intercultural Dialogue Day”.

Indigenous Peoples Day is a holiday that honors Native American peoples and their histories and culture. It was first considered by the International Conference on Discrimination Against Indigenous Populations in the Americas which was sponsored by the United Nations in 1977. The conference discussed replacing Columbus Day in the United States with Indigenous Peoples Day. South Dakota was the first state to replace Columbus Day by declaring “Native American Day” in 1989 and Berkeley, California became the first city to institute Indigenous Peoples Day in 1992 – the 500th anniversary of Columbus's arrival. Adoption of Indigenous Peoples Day began to pick up momentum in 2014, with the following states observing it or something similar in 2019:

- Alaska
- District of Columbia (does not have congressional approval)
- Hawai'i (Discover's Day)
- Iowa

- Louisiana
- Maine
- New Mexico
- North Carolina
- South Dakota (Native American Day)
- Vermont
- Wisconsin

Other states, such as Washington and Oregon, do not celebrate either holiday. On the opposite end of the spectrum, Nevada and California observe both Columbus Day and Native American Day on separate dates and Tennessee does the same with American Indian Day. In 1994, the United Nations declared “International Day of the World’s Indigenous People” and established it on August 9th.

In Montana, there have also been some movement towards recognizing Indigenous Peoples Day in place of Columbus Day. Currently the City of Missoula, the City of Bozeman, the City of Helena, and the City of Harlem observe Indigenous Peoples Day on the 2nd Monday of October. A bill was passed in the State House to have Montana recognize Indigenous Peoples Day, but it died in a Senate committee.

LEGISLATIVE PROCESS

The City Commission has set the City Employee Holidays for non-union workers in our city code in Sec. 2-73. They include all of the federal holidays, December 24th, State General Election Day (even years only), and every day declared a legal holiday by the City of Livingston. We refer to Washington’s Birthday “as observation of both Lincoln’s and Washington’s birthdays”. This provides the option to the Commission to amend the code or just declare a holiday and have it covered by the “every day declared a legal holiday” portion of the code. Missoula, Harlem, and Helena used resolutions to recognize Indigenous Peoples Day while Bozeman chose a Mayoral Proclamation.

Regardless of the vehicle used, the Commission’s options include, but are not limited to:

- A. Eliminating City recognition of Columbus Day as an employee holiday
- B. Legally declaring Indigenous Peoples Day a holiday
 - Establishing on the 2nd Monday in October or on a different day
- C. Eliminating city recognition of Columbus Day and replacing it with Indigenous Peoples Day

If the Commission chooses to establish Indigenous Peoples Day as a holiday, it should also consider the actions to be taken to observe that holiday. Missoula and Helena encourage reflection on the struggles of indigenous peoples and their culture while Bozeman tasked the Mayor with a special presentation to the City Commission on an aspect of the culture of indigenous peoples.

File Attachments for Item:

. FALL 2020 RECREATION ACTIVITIES SNAPSHOT AND SOCIAL MEDIA PRESENCE.

FALL HIGHLIGHTS

Civic Center User Visits

800+ Visitors (7 weeks; gym floor was closed for recoating)

Open Walking, Tai Chi, Grown-up & Me time, Youth Open Gym, Pickleball, Blades Fitness Class, Private Basketball Rentals, Private Party Rentals, Adult Volleyball Program, Safesitter Program, PIR Day Camps, Rotary Club Meetings

Fall Football League

8 Teams - met 2x per week
76 players; Ages 8-12 years; Co-ed
8 volunteer coaches
Funded by AMB West/Atlanta Falcons

Fall SafeSitter Class

Trained 8 new babysitters
Partnership with Livingston HealthCare
\$200 revenue (\$25 per student)
Quarterly class offered to community

Adult Volleyball League

6 Teams - play Mon/Wed nights
40+ players; Ages 15+
\$1500 revenue (\$250 per team)

Halloween Activities

Halloween Home Decorating Contest

11 homes entered; partner with ACE Hardware for decorating contest prize

Halloween BOO Kits

Neighborhood effort to "Boo" your neighbor with a Halloween surprise
45 neighbors participated, \$10 per kit
\$450 revenue

PIR Day Camps

4 Friday Fun Day Camps
36 students; 1st - 5th grades
\$1240 revenue (\$40 per student with \$15 sibling discount)



@LivingstonRecreationDepartment

Page Likes: 1,910
Page Reach: 12,145



@WindyCityMT

Page Likes: 3,797
Page Reach: 9,346



@LivingstonRecreation

Page Likes: 681
Page Reach: 971



@cityoflivingston

Page Likes: 1,429
Page Reach: 1,193



Google

Livingston Civic Center

**renamed to Livingston Parks & Recreation November 1, 2020*

Type of Google Searches

Direct Searches (14,743)
Discovery Searches (4,350)
Total Searches (19,112)

Google Business Views

On Search (1,980)
On Map (45,800)
Total Views (47,780)

Google Business Results

Photo Views (18,700)
Website Visits (199)
Directions (99)
Phone Calls (74)

Popular Discovery Searches

Livingston Recreation/Recreation (128)
Civic Center (54)
Livingston pool/swimming pool (176)
Pickleball (33)

File Attachments for Item:

. CALENDER OF EVENTS

November 2020



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 Parks and Trails Committee meeting 6:00 pm	17 City Commission Regular Meeting 5:30-8:30 pm	18 Planning Boards Growth Policy Public Meeting # 2 5:30-8:30 pm	19 City Tree Board Meeting 12-1 pm	20 Historic Preservation Com. Special Meeting 3:30-5:00	21
22	23 Zoning Commission Special Meeting 5:30-7:30 pm	24	25	26	27	28
29	30	1 City Commission Regular Meeting 5:30-8:30 pm	2 Planning Boards Growth Policy Public Meeting # 3 5:30-8:30 pm	3	4	5
6	7	<p>Notes</p> <p>All meetings held via Zoom, unless stated otherwise. To find out more information how you can participate in these meetings visit http://www.livingstonmontana.org/calendar.php</p>				