

Livingston Urban Renewal Agency Agenda



<https://us02web.zoom.us/j/83167656954?pwd=VToy3a2kOJWWobTyaBr4KFmlWFzWeZ.1>

Meeting ID: 831 6765 6954

Passcode: 770935

The regular meeting of the Livingston Urban Renewal Agency Committee has been scheduled for March 24, 2026 at 4:30 PM in Community Room, City/County Complex. This meeting will be facilitated by Melissa Nootz.

1. Roll Call

2. Approval of Minutes

A. APPROVAL OF MINUTES FROM JANUARY 27, 2026, REGULAR MEETING (pg.3)

3. New Business

A. CONSIDERATION OF RESIDENTIAL REHABILITATION GRANT PROGRAM APPLICATION FROM 106 N. 2ND STREET (pg.8)

B. CONSIDERATION OF DOWNTOWN ENHANCEMENT GRANT APPLICATION FOR LIGHT UP LIVINGSTON (pg.34)

4. Old Business

A. 2025 DOWNTOWN CAPITAL IMPROVEMENT PROJECT PRESENTATION

B. UPDATE ON LIVINGSTON URBAN RENEWAL AGENCY WEBSITE (pg.56)

5. Public Comments

6. Board Comments

7. Adjournment

File Attachments for Item:

A. APPROVAL OF MINUTES FROM JANUARY 27, 2026, REGULAR MEETING

Livingston Urban Renewal Agency Minutes



The regular meeting of the Livingston Urban Renewal Agency Committee has been scheduled for January 27, 2026 at 4:30 PM in Community Room, City/County Complex. This meeting will be facilitated by the Chair.

<https://us02web.zoom.us/j/89862002835?pwd=jqRwUhTc1dbROjYuJWmZfUb4cXiJM8.1>

Meeting ID: 898 6200 2835

Passcode: 839141

The City Manager asked City Commissioner Nootz to run the meeting as the Chair and Vice Chair of the board were not present.

1. Roll Call

Melissa Nootz

Julie Evans

Sarah Knoebl

Chris Raley

2. Approval of Minutes

A. APPROVAL OF MINUTES FROM JULY 22, 2025, REGULAR MEETING PG.3

Julie motioned to approve the minutes, seconded by Sarah. Unanimously approved.

3. New Business

A. ELECTION OF 2026 BOARD OFFICERS PG.11

The City Manager stated this election is to be had at the first meeting of the year for the board. It may be done in a single motion or separate motions.

Sarah expressed interest in being Vice Chair

Livingston Urban Renewal Agency Minutes

Melissa expressed she is happy to be Chair but not permanently, and would be happy to teach the Vice Chair how to run meetings.

Julie motioned to elect Melissa as Chair and Sarah as Vice Chair. Unanimously approved.

Chris Raley was excused for the remainder of the meeting.

5. Public Comments

Melissa requested the public comment be moved up on tonight's agenda.

Public comment was offered by:

- Joe and Cindy Wayne have a bronze sculpture on the sidewalk by 2nd Street Bistro, and is interested in putting more sculptures like this around town. He expressed concern about the City requirement to insure each piece for \$1 Million, and he would like to see that stop, or wondered if the URA could insure those.
- Lisa Garcia expressed frustrations about past URA meetings. She highlighted a few things she thought that should be included on the website, and ran through a list of items on she hoped the URA can continue to work on.

The City Manager stated the URA does offer a downtown enhancement program that provides grants for items from the Downtown Master Plan. He stated public art is one of those goals of the Downtown Master Plan. He explained there is possibly a way to get public art covered under the City's insurance policy.

Melissa explained process and clarified that no one was removed outside of the public domain. She stated that terms end at the end of a calendar year. In the 2025 legislative session the Montana State Legislature changed URAs and required that URAs must have 1 seat reserved for the school board and 1 seat reserved for the County. The recommendations for those seats go to City staff, then City staff put those on the City Commission agenda for the Commission to appoint members from the staff recommendations.

The City Manager stated that when the previous Vice Chair of the URAs term was up he decided at an administrative level that the seat would go to the school district. The school district recommended Todd Wester and that was sent through the City Commission for approval.

Melissa reminded that the appointment process is the same for all board and the City Commission gets the recommendations and makes the final approval.

The City Manager stated they open up the board seat publicly and accept application, then staff makes a selection to send through the City Commission for approval.

Sarah asked that for future if anything legislative changes come through about URA to please let the board know.

Melissa discussed that a previous board member did not live inside City limits while serving on the board, and she reached out to her, and discussed with the City Attorney who clarified that board member is not eligible to serve on the board given they did not live inside City limits. She stated that member decided to vacate their seat and that board seat opened up.

Livingston Urban Renewal Agency Minutes

The City Manager stated that since that seat opened up the County was entitled to that seat, and they made a selection and notified him of the selection. He stated the City Commission will approve that selection at their next meeting.

Julie expressed that that seemed to be a shift in the board function around the July time in and into the fall with lack of meetings.

Melissa clarified that staff had been dealing heavily with some legal things during that fall of 2025 and that is the reason for some lack of notice about meetings being cancelled. She expressed it was a really tough time for some City staff and the City Commission. She reviewed the Board and Commission Handbook and process around meetings, and explained in detail additional process around staff time at meetings and needing to follow state law.

B. DISCUSSION OF 2026 LIVINGSTON CITY COMMISSION PRIORITIES PG.15

The City Manager stated that at a City Commission work session on January 14th the City Commission discussed their priorities for 2026. He listed the items most relevant to the URA board which is the Urban Renewal Plan, Economic Opportunity and Development, Veteran's Memorial, Storm water, Neighborhood Infrastructure, and Public Amenity Upgrades.

Julie asked about priority level and wondered if low priority items won't be worked on.

The City Manager stated they will be worked on.

Melissa stated the City Commission took turns listing what their priority items are, and the City Manager cleaned it up and put it into a list. She stated that she asked for a URA plan to be on the priority list.

Sarah asked about timeline for the URA plan and how much input the board will have.

Melissa asked for input from the City Manager.

The City Manager stated they do envision a large public engagement process, one that involves building owners and business owners. The goal is to identify needs that exist in the community and bring those forward in a way that is reflected in the URA plan. The board would have an opportunity to engage in that process. He stated there will be public hearings at this board for input regarding the new plan. He that in the next few months they will start the discussion as the City Commission level.

Melissa asked if the board could be invited whenever this item goes to the City Commission.

C. DISCUSSION REGARDING URA WEBSITE AND MARKETING PG.18

The City Manager stated this item was placed on the agenda as a request of the board.

Sarah expressed that Billings has a great URA website showing what the URA does. She wondered what the ability is for City staff to work on this.

The City Manager stated they can bring back some options for the board to review.

Livingston Urban Renewal Agency Minutes

The board looked at the websites together and liked how they look and easy to use for people looking at them. They pointed out the things they really liked and gave the City Manager ideas for the Livingston URA website.

4. Old Business

6. Board Comments

Julie about a program to tell folks with their water and sewer line replacements. She stated the public works didn't know anything about program, and she wondered if the program is still in place, and how do folks apply.

The City Manager stated the Public Works Project Manager is the main contact for this, and letters went out 2 or 3 weeks ago to people that had interest in being the program. He stated if people are interested in the program, then folks can reach out to him directly or the Public Works Project Manager Adam Balew.

Melissa asked for an update at the next meeting about this program.

7. Adjournment

6:08 PM Sarah motioned to adjourn, seconded by Sarah. Unanimously approved.

File Attachments for Item:

**A. CONSIDERATION OF RESIDENTIAL REHABILITATION GRANT PROGRAM APPLICATION FROM
106 N. 2ND STREET**



Date: March 24, 2026
To: URA Board Members
From: Jennifer Severson, Planning Director

Residential Rehabilitation Grant Application

Recommendation and Summary

Staff recommends the Board approve this application for Residential Rehabilitation Grant funding for the creation of a new residential apartment on the second floor of the Empire Theater building by awarding a grant not to exceed \$33,427 for materials, labor and additional improvements required by the building code. If desired, the Board may use the following motion to approve the grant:

"I move to approve a residential rehabilitation grant for the Empire Theater not to exceed \$33,247."

The reasons for the transmittal are as follows:

- The project complies with the grant guidelines.
- The project will convert an underutilized upper-level space within the City's Downtown and Urban Renewal District to productive residential use while improving safety, function, and long-term durability of the unit.

Introduction and History

The URA adopted guidelines for a Downtown Enhancement Grant Program in July 2023 (Attachment B) to provide resources to encourage the rehabilitation or development of new residential spaces within the Livingston Urban Renewal District. The owners of the Empire Theater building wish to convert the former manager's office on the second floor of the historic Empire Theatre in downtown Livingston into a code-compliant, two-bedroom residential apartment for the long-term rental market. As noted in the City's adopted Downtown Master Plan, "The City would benefit from increased housing options in Downtown that are affordable to the city's workforce." This proposed second floor apartment will offer a convenient housing opportunity to support the creation of workforce housing downtown.

Analysis

As stated in the grant guidelines, awarded funds may be used for improvements including, but not limited to: Access; Development Impact Fees; Down payments for loans; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs. Estimated costs for the project included in the grant application total \$66,853 for new electrical and plumbing, new interior walls and hallway improvements, and replacement of four windows. The applicant requests an award of \$33,427, which is 50% of the total estimated project costs.

The project includes exterior modifications (new windows) on a building located within the City's Downtown Historic District. Staff conducted a Historic Design Review of the project and approved the use of wood-clad, one-over-one windows as shown in the grant application.

Fiscal Impact

The grant request is for reimbursement of up to 50% of project costs, or \$33,427, to be based on actual costs incurred for the project and to be reimbursed after project completion.

Strategic Alignment

The application supports the Urban Renewal Plan, which states "where suitable, property owners should be encouraged to consider redevelopment of upper level residential spaces". The project also supports workforce housing recommendations in the Downtown Master Plan.

Attachments

- A: Grant Application
- B: URA Residential Rehabilitation Grant Program Guidelines

A. APPLICATION FORM

Date: Feb 19,2026

Name of Applicant: Livingston Bros Preservation Properies

Email and Phone: andrew@kprk.org 310-569-2026

Project Location: 106 North 2nd Street, Livingston, MT 59047

Anticipated Project Start: Now

Anticipated Project Completion: ASAP

Project Description (include work to be performed, # of units brought to market, project cost):

The project will rehabilitate and convert the former manager’s office on the second floor of the historic Empire Theatre in downtown Livingston (within the Urban Renewal District) into a code-compliant two-bedroom residential apartment for the long-term rental market. Work will include comprehensive interior improvements and building system upgrades totaling approximately **\$66,853** including new electrical and plumbing, new interior walls and hallway improvements, and replacement/repair of windows as needed. This rehabilitation will return an underutilized upper-level space to productive residential use while improving safety, functionality, and long-term durability of the unit.

Attach

1. Construction bids and/or product quotes.
2. Proof of Real Property Interest (Ownership or Leasehold Interest).

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

Andrew Feltenstein

Printed Name of Applicant



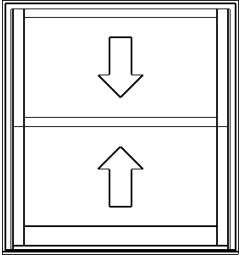
Signature of Authorized Agent

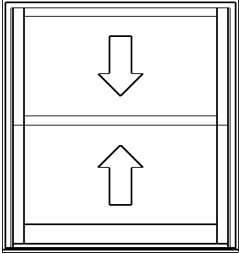
Daniel J McKay
502 Professional Dr

QUOTE BY : Daniel McKay
SOLD TO : Empire
PO# :
Ship Via : Ground

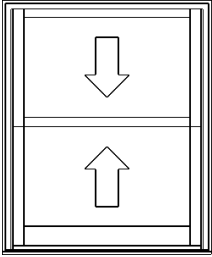
QUOTE # : JW260200254 - Version 1
SHIP TO :
PROJECT NAME: Empire
REFERENCE :
SHGC Weighted Average: 0.18
Weight: 274.48

U-Factor Weighted Average: 0.33
Volume: 56.06

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line 1	singe hung wood RO Size : 54 3/4 X 58 3/4	 <p>Frame Size : 54 X 58 (Outside Casing Size: 54 X 58) Custom Epic Clad Double Hung, Auralast Pine, Chestnut Bronze Exterior-AAMA 2605 Finish, Interior-Paint Perfect White/M64EXW31123, Nail Flange, No Sill Nosing, Standard DripCap, 6 11/16 Jamb, 5/4 JE - 5/4 Reveal Thick, Standard Double Hung, White Jambliner, White Hardware, Sash Lock(s), With Finger Lifts, US National-WDMA/ASTM, PG 50, Insulated SunResist Annealed Glass, Neat, Protective Film, Black Spacer, High Altitude, Traditional Glz Bd, UltraVue Mesh Brilliant White Screen, IGThick=0.756(1/8 / 1/8), U-Factor: 0.33, SHGC: 0.18, VLT: 0.40, CPD: JEL-N-789-01800-00001 PEV 2026.1.0.5441/PDV 8.284 (03/05/26)PW</p>	\$2,818.44	1	\$2,818.44

Line 2	singe hung wood RO Size : 54 3/4 X 58 3/4	 <p>Frame Size : 54 X 58 (Outside Casing Size: 54 X 58) Custom Epic Clad Double Hung, Auralast Pine, Chestnut Bronze Exterior-AAMA 2605 Finish, Interior-Paint Perfect White/M64EXW31123, Nail Flange, No Sill Nosing, Standard DripCap, 6 11/16 Jamb, 5/4 JE - 5/4 Reveal Thick, Standard Double Hung, White Jambliner, White Hardware, Sash Lock(s), With Finger Lifts, US National-WDMA/ASTM, PG 50, Insulated SunResist Annealed Glass, Neat, Protective Film, Black Spacer, High Altitude, Traditional Glz Bd, UltraVue Mesh Brilliant White Screen, IGThick=0.756(1/8 / 1/8), U-Factor: 0.33, SHGC: 0.18, VLT: 0.40, CPD: JEL-N-789-01800-00001 PEV 2026.1.0.5441/PDV 8.284 (03/05/26)PW</p>	\$2,818.44	1	\$2,818.44
--------	--	--	------------	---	------------

LINE	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTEND PRICE
Line 3	singe hung wood RO Size : 48 3/4 X 58 3/4	Frame Size : 48 X 58 (Outside Casing Size: 48 X 58) Custom Epic Clad Double Hung, Auralast Pine, Chestnut Bronze Exterior-AAMA 2605 Finish, Interior-Paint Perfect White/M64EXW31123, Nail Flange, No Sill Nosing, Standard DripCap, 6 11/16 Jamb, 5/4 JE - 5/4 Reveal Thick, Standard Double Hung, White Jambliner, White Hardware, Sash Lock(s), With Finger Lifts, US National-WDMA/ASTM, PG 50, Insulated SunResist Annealed Glass, Neat, Protective Film, Black Spacer, High Altitude, Traditional Glz Bd, UltraVue Mesh Brilliant White Screen, IGThick=0.756(1/8 / 1/8), U-Factor: 0.33, SHGC: 0.18, VLT: 0.40, CPD: JEL-N-789-01800-00001 PEV 2026.1.0.5441/PDV 8.284 (03/05/26)PW	\$2,818.44	2	\$5,636.88



Viewed from Exterior. Scale: 1/2" =1'

Total:	\$11,273.76
Tariff Surcharge:	\$78.92
Net Total:	\$11,352.68
Total Units:	4

AuraLast Protect yourself when you choose JELD-WEN AuraLast pine products backed by a limited lifetime warranty against wood rot and termite damage.

Note: It is the responsibility of the Builder/Purchaser to ensure that all windows and doors in the quote above are in accordance with, but not limited to, the following: 1. All current Zoning requirements. 2. All current Fire Regulations. 3. All current Building Standard Regulations, including, but not limited to, the Local Building code. 4. All quantities 5. Accurate handing and tempering Order accuracy is the responsibility of the architect, builder, and homeowner.



Invoice 13

Invoice no.: 262
Invoice date: Feb 20, 2026
Due: Feb 21, 2026

From
Poor Boyz Construction

56 McNiven Rd Livingston , MT

Bill to
Livingston Preservation Bros Properties

andrew@beaconstreetstudios.com
401 N Church Bozeman , MT

DESCRIPTION	RATE, USD	QTY	AMOUNT, USD
Construction Framing	12,000.00	1.00	12,000.00
Electrical Demo existing electrical. Add sub panel. Wire, lighting, outlets, switches	10,000.00	1.00	10,000.00
Plumbing Demo existing plumbing. Run new hot and cold pex, fittings, stops, laundry box, water heater, pvc drains and traps	10,000.00	1.00	10,000.00
Install flooring in laundry room	1,500.00	1.00	1,500.00
Demo existing walls and ceilings	3,000.00	1.00	3,000.00
Hang sheet rock Plus tape and texture	8,500.00	1.00	8,500.00
New kitchen cabinets	5,000.00	1.00	5,000.00
Kitchen flooring Match existing floors	500.00	1.00	500.00
Prep and paint	1,500.00	1.00	1,500.00
Install new baseboard and door trim	3,500.00	1.00	3,500.00

Total: **\$55,500.00**

Balance Due: **\$55,500.00**

B. PROJECT EVALUATION CRITERIA

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

Criteria	Rating or Compliance
<p>Project Location <i>Projects must be located in Urban Renewal District.</i></p>	
<p>Applicant Property Interest <i>Applicants must own or have a property interest in the subject property through either ownership or a lease.</i></p>	
<p>Residential Units Brought to Market <i>List Number and Type of Residential Units. <u>Include Affordability Measures proposed.</u></i></p>	
<p>Type of Improvements <i>Eligible Improvements include: Access; Development Impact Fees; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs.</i></p>	
<p>Reimbursement Amount and Percentage <i>The URA will reimburse the participant up to 50% of the total project costs up to \$250,000s per unit.</i></p>	
<p>Project Commencement <i>All projects shall commence within one-hundred eight (180) days of award.</i></p>	
<p>Project Completion <i>All projects shall be complete within three hundred sixty-five (365) days of commencement.</i></p>	

C. OWNER PARTICIPATION AGREEMENT

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

After recording, return to:
Livingston Preservation Bros Properties, LLC
401 N. Church Avenue
Bozeman, MT 59715

437708 Fee: \$16.00 Page(s): 2
Park County, MT Recorded 9/21/2023 At 2:58 PM
Maritza H Reddington , Clk & Rcdr By AG **BS** Return To:
LIVINGSTON PRESERVATION BROS PROPERTIES LLC 401 N
BOZEMAN, MT 59715

WARRANTY DEED

EMPIRE ENTERTAINMENT, INC., a Montana corporation, of 121 Hitching Post Road, Bozeman, Montana 59715, herein referred to as Grantor, whether one or more, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS (\$1.00 o.v.c.), grants and warrants unto **LIVINGSTON PRESERVATION BROS PROPERTIES, LLC, a Montana limited liability company, of 401 N. Church Avenue, Bozeman, Montana 59715**, herein referred to as Grantee, whether one or more, and Grantee’s successors and assigns forever in the following real property in Park County, Montana:

Lots 24 and 25 in Block 61 of the Original Townsite of the City of Livingston, Park County, Montana, according to the official plat on file and of record in thte office of the Clerk and Recorder of said County.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto, and all reversions and remainders, and all rents, issues and profits thereof, and all right, title and interest of the Grantor therein, including easements and rights-of-way for access and utilities shown on the public records or plats filed or recorded with the Clerk and Recorder of Park County, Montana, if any.

SUBJECT TO THE EFFECT OF:

(a) easements, covenants (including protective or restrictive covenants, and amendments thereto, if any), improvement agreements, resolutions, conditions, restrictions and rights-of-way shown or indicated in the public records or plats filed or recorded in the office of the County Clerk and Recorder of Park County, Montana, or which may be ascertained from a visual inspection of the land, including ditch and utility rights-of-way and easements;

(b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims of title to water, claims to all minerals in or under said land including, but not limited to metals, oil, gas, coal, other hydrocarbons, sand gravel or other common variety materials, stone, mineral rights, mining rights, and easement rights, or other matters relating

thereto, whether expressed or implied and whether or not shown by the public records;

(c) taxes and other governmental charges and assessments accrued or imposed after the date hereof, which Grantee assumes and agrees to pay as of the date hereof; and,

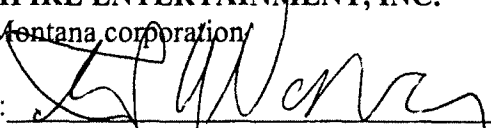
(d) zoning ordinances and land use restrictions, if any.

TO HAVE AND TO HOLD all and singular the said premises together with tenements, hereditaments and appurtenances unto the Grantee, and Grantee's successors and assigns forever.

TOGETHER WITH the usual covenants of warranty set forth in Section 30-11-110, Montana Code Annotated.

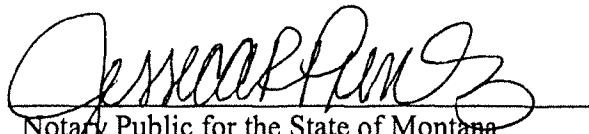
IN WITNESS WHEREOF, this instrument is executed this 21st day of September, 2023.

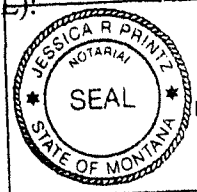
EMPIRE ENTERTAINMENT, INC.
a Montana corporation

By: 
Timothy C. Warner, Sr., its President

STATE OF MONTANA)
 :SS
County of Park)

This instrument was acknowledged before me on the 21st day of September, 2023, by Timothy C. Warner, Sr., as President of Empire Entertainment, Inc., a Montana corporation.


Notary Public for the State of Montana

(SEAL):  JESSICA R PRINTZ
NOTARY PUBLIC for the
State of Montana
Residing at Livingston, Montana
My Commission Expires
October 12, 2024

HEALTHY TRANSFER RECEIVED

Return to:
Guardian Title of Livingston
504 E. Callendar
Livingston, MT 59047

437709 Fee: \$56.00 Page(s): 7
Park County, MT Recorded 9/21/2023 At 2:58 PM
Maritza H Reddington , Clk & Rcdr By AG **BS** Return To:
GUARDIAN TITLE, INC 504 E CALLENDER ST
LIVINGSTON, MT 59047

MONTANA TRUST INDENTURE

THIS TRUST INDENTURE, made this 21st day of September, 2023, between **LIVINGSTON PRESERVATION BROS PROPERTIES LLC**, a Montana limited liability company, of 401 North Church Avenue, Bozeman, Montana 59715, as GRANTOR; **GUARDIAN TITLE, INC.**, a Montana corporation, with principal office at 504 E. Callender St, Livingston, Montana 59047, as TRUSTEE; and **EMPIRE ENTERTAINMENT INC**, a Montana corporation of 106 North 2nd Street, Livingston, Montana 59047, as BENEFICIARY.

WITNESSETH: That Grantor hereby irrevocably GRANTS, BARGAINS, SELLS, CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, nevertheless, WITH POWER OF SALE that certain real property, which does not exceed forty (40) acres in area, situated in the County of Park, State of Montana, commonly known as 104 North 2nd Street, Livingston, Montana 59047, and particularly described as follows, to-wit:

Lots 24-25 of Livingston Original Townsite, in the City of Livingston, Park County, Montana, according to the official plat thereof on file and of record in the office of the Clerk and Recorder of said County.

TOGETHER WITH: (1) All buildings, fixtures and improvements thereon and all water rights, rights-of-way, tenements, hereditaments, privileges and appurtenances thereunto belonging, now owned or hereafter acquired, however evidenced, used or enjoyed with said premises or belonging to the same; (2) All right, title and interest hereafter acquired in or to any of said premises, hereby also releasing, relinquishing and waiving all exemptions, rights of dower and homestead, in or to said premises, vested or inchoate; (3) All heating, air conditioning, plumbing and lighting facilities, equipment and fixtures now or hereafter installed upon or within said premises, used or proper or necessary to constitute the said premises a habitable, usable or operating unit---all of said property being designated and deemed for the purposes of this instrument a part of the realty; and (4) All of the rents, issues and profits of said premises, SUBJECT, HOWEVER, to the right, power and authority hereinafter conferred upon Beneficiary to collect and apply such rents, issues and profits;

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), with interest thereon according to the terms of a promissory note dated this same day, (and any extensions and/or renewals or modifications thereof), made by Grantor payable to the order of Beneficiary as set forth in the terms of the Promissory Note; (2) Payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as provided in said Promissory Note; and (3) Performance of each agreement of Grantor herein and in said note contained.

The last payment due to Beneficiary is scheduled to be made by September 1, 2033.

TO PROTECT THE SECURITY OF THIS TRUST INDENTURE, AND FOR OTHER PURPOSES, GRANTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete and restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not commit, suffer or permit any act upon said property in violation of the law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide, maintain and deliver to Beneficiary, insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by the Beneficiary with loss payable clause in favor of and in form acceptable to Beneficiary. In the event of loss, Grantor shall give immediate notice to Beneficiary, who may make proof of loss and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To pay before delinquent all taxes and assessments, including interest and penalties, affecting said premises and improvements; to promptly pay and discharge all encumbrances, charges and liens on said property which at any time are, or appear to be, prior or superior hereto. In addition to the payments due in accordance with the terms of the note hereby secured, Grantor shall, at the option and on demand of the Beneficiary, pay to the Beneficiary monthly and concurrently with payment of principal and interest, a sum equal to one-twelfth (1/12th) of the annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, as estimated by the Beneficiary, in trust nevertheless for Grantor's use and benefit and for payment by Beneficiary of any such items when due. The failure of Grantor to make any of such payments shall constitute a default under this trust.

5. Except as otherwise expressly provided herein, to pay all costs, fees and expenses of this trust, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustee's and attorney's fees as allowed by law.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of seven percent (7%) per annum.

IT IS MUTUALLY AGREED THAT:

8. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this Trust Indenture on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows:

Beneficiary may from time to time and without notice:

- (a) Release any person liable for payment of any of the indebtedness,
- (b) Extend the time or otherwise alter the terms of payment of any of the indebtedness,
- (c) Alter, substitute or release any property securing the indebtedness;

Trustee may, at any time and from time to time, upon the written request of Beneficiary:

- (a) Consent to the making of any map or plat of the property,
- (b) Join in granting any easement or creating any restriction thereon,
- (c) Join in any subordination or other agreement affecting this Trust Indenture or lien or charge thereof,
- (d) Reconvey, without warranty, all or any part of the property.

9. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Trust Indenture and said note to Trustee for cancellation and retention and upon payment by Beneficiary of its fees, Trustee shall reconvey to Grantor, without warranty, the property then held hereunder.

10. As additional security, Grantor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Indenture and of any personal property located thereon. Until Grantor defaults in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Grantor shall default as aforesaid, Grantor's right to collect any of such monies shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Trust Indenture to any such tenancy, lease or option.

11. The following events will constitute a default:

- a) In the event the Grantor shall be in default on any payment due under the Promissory Note for more than 60 days after written notice of such default;
- b) In the case of the filing by or against the Grantor of any petition for any relief under the bankruptcy laws;
- c) In the case of the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Grantor, or any business failure; and
- d) In the case of default in any non-payment term of the security instrument granted to secure payments hereunder that is left uncured for 90 days after written notice of such default.

Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Grantor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire or other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Time is of the essence hereof. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Trustee or Beneficiary shall file such notice for record, in each county wherein said property or some part thereof is situated. Beneficiary shall also deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

14. After the lapse of such time as may then be required by law following the recordation of said notice of default and of election to cause said property to be sold, and notice of default and notice of sale having been given as then required by law, Trustee, or its attorney, without demand on Grantor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in cash in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause they deem expedient, postpone the sale for a period not exceeding fifteen (15) days by public proclamation by such person at the time and place fixed in the notice of sale, and no other notice of the postponed sale need be given. Trustee shall execute and deliver to the purchaser its deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Beneficiary (but excluding Trustee) may bid at the sale. After deducting all costs and expenses of exercising the power of sale and of the sale, including cost of search and evidence of title, advertising and recording expense, documentary taxes and Trustees' and attorney's fees, Trustee shall apply the proceeds of sale to payment of all amounts secured hereby and due hereunder, including all sums expended by the Trustee and Beneficiary, or either of them, with accrued interest thereon at the rate of seven percent (7%) per annum from the date of expenditure thereof, and the surplus, if any, to the person or persons legally entitled thereto; provided that the Trustee,

in its discretion, may deposit such surplus with the County Clerk and Recorder of the county in which the sale took place.

15. Grantor agree to surrender possession of the hereinabove described trust property to the purchaser at the aforesaid sale on the tenth (10th) day following said sale, in the event such possession has not previously been delivered by Grantor.

16. Each abstract of title, title insurance policy and all other evidences of title, and all hazard insurance policies placed or deposited with the Beneficiary shall be deemed an incident to the title to the trust property and upon foreclosure by exercise of power of sale, or otherwise, shall pass to the purchaser and the same are hereby pledged as additional security for payment of the indebtedness secured hereby.

17. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Indenture in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the Court.

18. Except as may be otherwise provided herein, Grantor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Grantor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.

19. This Trust Indenture shall apply to, inure to the benefit and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Indenture, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Trust Indenture, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust indenture or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

21. This Trust Indenture is made within the State of Montana pursuant to the Small Tract Financing Act of Montana and is not made or taken in substitution for any mortgage in existence on the effective date of said Act.

22. Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinabove set forth.


IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first hereinabove written.

**LIVINGSTON PRESERVATION
BROS PROPERTIES LLC**

**LIVINGSTON PRESERVATION
BROS PROPERTIES LLC**



By: **ANDREW FELTENSTEIN**
Its: **Member**




By: **TYLER ERICKSON**
Its: **Member**

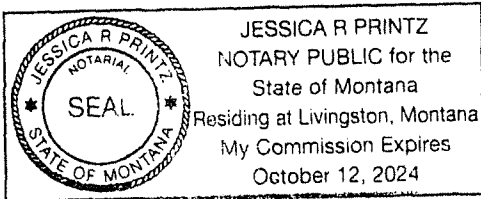
STATE OF MONTANA)
 : ss.
County of Park)

On this 21st day of September, 2023, before me, a Notary Public for the State of Montana, personally appeared **ANDREW FELTENSTEIN** and **TYLER ERICKSON**, in their capacity as Members of **LIVINGSTON PRESERVATION BROS PROPERTIES LLC**, a **Montana limited liability company**, Grantor, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Notary Public for the State of Montana



Livingston Urban Renewal Agency

**Residential Rehabilitation Grant Program
Guidelines**

Approved

July 25, 2023

TABLE OF CONTENTS

- 1. **Background and Statement of Purpose**2
- 2. **Program Details**2
 - A. **Eligible Projects**.....2
 - B. **Project Funding**3
 - C. **Application Process**3
 - D. **Project Implementation**.....3
- 3. **Supporting Documents**.....4
 - A. **Application Form**.....5
 - B. **Project Evaluation Criteria**6
 - C. **Owner Participation Agreement**.....7

1. BACKGROUND AND STATEMENT OF PURPOSE

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

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

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

2. PROGRAM DETAILS

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

A. ELIGIBLE PROJECTS

1. The Program is intended to encourage the development or redevelopment of unutilized residential spaces within the Urban Renewal District. Applicants must evidence a plan to bring residential units to the long-term (greater than 3 months) rental market. Funding preference shall be given to projects that contain affordability measures for residential units aligned with the then-current Department of Housing and Urban Development standards.

For the purposes of this program, a residential unit is defined as being designed and used primarily as a dwelling or living accommodation for one or more individuals. Further, each unit shall have city utility service as well as a place to shower and wash dishes.

2. Awarded grant funds may be used for improvements including, but not limited to: Access; Development Impact Fees; Down payments for loans; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs.
3. Applications may be submitted by building owners or other parties with a real property interest (ownership or leasehold) in a property within the Urban Renewal District. Non-owners shall have contractual care and control of the subject property for a period not less than 10 years from certificate of occupancy associated with the work completed.

- 4. Projects must have been issued a building permit not more than thirty (30) days prior to the date of application. Projects that have not been issued a building permit are eligible to apply.

B. PROJECT FUNDING

In the event a project is approved for funding, the URA will reimburse the participant up to 50% of the total project costs with a maximum grant amount of \$250,000 per unit. The URA reimbursement will be based on actual costs incurred for the project. Reimbursement shall be made after completion of project work and may occur over several years subject to agreement of the parties.

C. APPLICATION PROCESS

- 1. Applications for funding shall include:
 - a. Description of property, including address with location in Urban Renewal District.
 - b. Description of project goals including number of residential units restored and returned to the long-term rental market. Anticipated rent type should be included in the project application (e.g. Market Rate, Level of Affordability).
 - c. Unexpired construction bids or product quotes for all work included in the project.
- 2. The Urban Renewal Agency Board shall review all applications from eligible projects using the established criteria.
- 3. All applicants awarded funding pursuant to the program shall enter into an owner participation agreement prior to commencing work and receiving reimbursement.

D. PROJECT IMPLEMENTATION

- 1. Owner-Participation Agreements
 - a. All applicants awarded funding pursuant to the program shall enter into an Owner Participation Agreement prior to commencing work and receiving reimbursement.
 - b. At a minimum, Owner Participation Agreements shall contain: the maximum reimbursement amount; requirements for level and duration of affordability of rental units.
 - c. The URA may require a residential unit management plan for those properties that are not already managing residential units on-site.
- 2. Project Timelines
 - a. All projects shall commence within one hundred and eighty (180) days of award.
 - b. All projects shall be complete within three hundred sixty-five (365) days of commencement.
 - c. Reimbursement of costs shall occur after project completion and may occur over several years as agreed upon by the URA and Applicant.
- 3. Access to Site and Records
 - a. The Urban Renewal Agency shall have the right to access the project location, observe the progress of work and review residential units with not more than five (5) days advance notice.
 - b. Access to all project records shall be provided to the Urban Renewal Agency upon request and not more than five (5) days after written request. Project records include those related to the construction cost and timeline and, after construction, both the term and affordability of rental units

3. SUPPORTING DOCUMENTS

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

A. APPLICATION FORM

Date: _____

Name of Applicant: _____

Email and Phone: _____

Project Location: _____

Anticipated Project Start: _____

Anticipated Project Completion: _____

Project Description (include work to be performed, # of units brought to market, project cost):

Attach

1. Construction bids and/or product quotes.
2. Proof of Real Property Interest (Ownership or Leasehold Interest).

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

Printed Name of Applicant

Signature of Authorized Agent

B. PROJECT EVALUATION CRITERIA

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

Criteria	Rating or Compliance
<p>Project Location <i>Projects must be located in Urban Renewal District.</i></p>	
<p>Applicant Property Interest <i>Applicants must own or have a property interest in the subject property through either ownership or a lease.</i></p>	
<p>Residential Units Brought to Market <i>List Number and Type of Residential Units. <u>Include Affordability Measures proposed.</u></i></p>	
<p>Type of Improvements <i>Eligible Improvements include: Access; Development Impact Fees; Interior Improvements; Heating and Air Conditioning Systems; Life-safety Systems; Structural Improvements; and Utility Connection Costs.</i></p>	
<p>Reimbursement Amount and Percentage <i>The URA will reimburse the participant up to 50% of the total project costs up to \$250,000s per unit.</i></p>	
<p>Project Commencement <i>All projects shall commence within one-hundred eight (180) days of award.</i></p>	
<p>Project Completion <i>All projects shall be complete within three hundred sixty-five (365) days of commencement.</i></p>	

C. OWNER PARTICIPATION AGREEMENT

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

File Attachments for Item:

**B. CONSIDERATION OF DOWNTOWN ENHANCEMENT GRANT APPLICATION FOR LIGHT UP
LIVIGSTON**



Date: March 24, 2026
To: URA Board Members
From: Jennifer Severson, Planning Director

Downtown Enhancement Grant Application

Recommendation and Summary

Staff recommends the Board approve the application for Downtown Enhancement Program Grant funding to support the Light Up Livingston annual holiday lights event by awarding a maximum of \$25,000 for materials, installation, repair and maintenance costs for the event. If desired, the Board may use the following motion to approve the item:

"I move to approve a downtown enhancement grant of \$25,000 to Light Up Livingston"

The reasons for the transmittal are as follows:

- The project complies with the grant guidelines.
- The Light Up Livingston event draws thousands of locals and visitors to Depot Park each holiday season, which attracts activity and brings vibrancy to the URA and Downtown area outside the traditional summer tourist season.

Introduction and History

The URA adopted guidelines for a Downtown Enhancement Grant Program in April 2025 (Attachment B) to support implementation of the recommendations included in the Downtown Master Plan (see Attachment C). For over 10 years, the Light Up Livingston event has been organized and executed by The Holiday Lights of Livingston, LLC, a local non-profit created for this purpose. The event, including materials and labor to install, repair and maintain the lighting displays, is funded exclusively by donations. The grant request will allow Holiday Lights of Livingston, LLC to continue to provide the exceptional visitor experience that has become a favorite holiday tradition for residents of Park County.

Analysis

The cost estimates included in the application identify estimated costs of \$38,000; 75% of this amount equals \$28,500, which exceeds the maximum grant award of \$25,000. The

applicant requests the maximum allowed grant award of \$25,000, based on actual costs incurred for the project, to be reimbursed after project completion.

Fiscal Impact

The grant request is for reimbursement of up to 75% of project costs, with a maximum amount of \$25,000.

Strategic Alignment

The application supports recommendations in the Downtown Master Plan and is consistent with the grant program guidelines adopted by the URA Board.

Attachments

- A: Grant Application
- B: URA Downtown Enhancement Grant Program Guidelines
- C: Downtown Master Plan Recommendations Supported by this Application

A. APPLICATION FORM

Date: February 28, 2026

Name of Applicant: Holiday Lights of Livingston LLC - Care of Ed O'Donnell

Email and Phone: ESOD617@gmail.com / 404-223-0767

Project Location: Depot Park

Direct Payment or Reimbursement: REIMBURSEMENT

Anticipated Project Start: June '26

Anticipated Project Completion: October 31, 2026 - MAINTENANCE THRU JANUARY.

Project Description (include work to be performed, duration of project life, project cost, linkage to Downtown Master Plan):

1. Ongoing Trees & Lights MAINTENANCE. Tree Pruning. Purchasing extension cords, Ground Pins, Mats, New Lights. Hiring of ARBORISTS for work. Rental of 60' Aerial Lifts for weeks. For Light up Livingston Celebration the rental of LARGE tents, sound equipment & stages. Compensation to talent working & singing during the event. Onsite electrical costs. Etc.

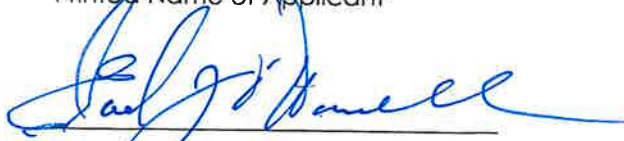
Attach Project Duration - June thru January

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

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

EDWARD O'DONNELL / Holiday Lights of Livingston LLC

Printed Name of Applicant



Signature of Authorized Agent

B. PROJECT EVALUATION CRITERIA

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

Criteria	Rating or Compliance (1 [low] to 5 [high])
Project Location <i>Projects must be located in Urban Renewal District.</i>	
Applicant Property Interest <i>Applicants must own or have an arrangement to utilize property.</i>	
Link to Downtown Master Plan Recommendation <i>Eligible Projects must tie to a recommendation in the Plan.</i>	
Reimbursement Amount and Percentage <i>The URA will reimburse the participant up to 75% of the total project costs up to \$25,000.</i>	
Project Commencement <i>All projects shall be initiated within ninety (90) days of award.</i>	
Duration of Project Improvements <i>Projects with a longer duration will be scored higher.</i>	

Project - Depot Park Tree Lighting
"Light up Livingston" Tree Lighting Ceremony.

Yearly Costs -

1. 2 - 60' Aerial Lifts 2,500 wk = 5,000
2. 2 - Arborists (work in the lifts) 5,000 wk = 10,000
3. Extra Labor - Putting down 900ft of Ground Cable - 2500
4. Non Donated Lights purchase - 4,000
5. Tents for Light up Livingston - 4,000
6. Performance stage setup, year round rental - 3,500
7. Sound engineer + sound system - 4,000
8. Misc Costs - 4,000 - 5,000

Estimated Costs = \$38,000

75% of Costs = \$28,500

* Grant Request = \$25,000

* MAY use GRANT over 2 year period.

Holiday Lights of Livingston, Inc.
124 S. 2nd street
Livingston, mt 59047

Dear Urban Renewal Board Members,

Attached to this memo you'll find our most recent cost analysis for fiscal 2025. These costs reflect only one season in many and do not reflect what we may encounter in terms of infrastructure degradation, continued maintenance and new projects within the Depot Park itself. We are currently going into our 10th year of lighting the Park and as you can imagine with our harsh winters and destructive winds it's always a struggle to keep up. Some year's, maintenance is manageable and some year's it's all we can do to raise enough money to restore the park to the level of presentation and beauty that our community deserves.

Fund raising as with any non-profit is always a struggle. We never seem to have enough money, after maintenance and repair, to do all the things we'd like to do to enhance the overall viewing experience from all city vantage points.

We are very appreciative of your consideration of Holiday Lights and you can rest assured every dollar given will be a productive one.

Thank you,
Ed O'Donnell/ President, Holiday Lights of Livingston.

1:12 PM

03/19/26

Accrual Basis

Holiday Lights of Livingston Inc. Transaction Detail By Account January through December 2025

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Direct Public Support									
 Individ, Business Contributions									
Deposit	12/18/2025		Catherine Moody Ac...	transfer from ...			Opportunity Ba...	35.27	35.27
Total Individ, Business Contributions								35.27	35.27
Total Direct Public Support								35.27	35.27
Bank Fees									
Check	12/31/2025		First Interstate Bank	reconciling item			Compassionat...	-0.40	-0.40
Total Bank Fees								-0.40	-0.40
Light Up Event									
Check	10/28/2025	3070	Russ Gion	arborist			Opportunity Ba...	-2,500.00	-2,500.00
Check	10/28/2025	3069	Tree Incarnation	arborist			Opportunity Ba...	-4,500.00	-7,000.00
Check	11/17/2025	3064	Edward O'Donnell	reimbursement			Opportunity Ba...	-495.74	-7,495.74
Check	12/02/2025	3073	High Peak Rentals	tent			Opportunity Ba...	-1,335.00	-8,830.74
Check	12/02/2025	3074	Black Box	sound/speakers			Opportunity Ba...	-1,200.00	-10,030.74
Check	12/02/2025	3072	Montana Harvest	stage			Opportunity Ba...	-985.00	-11,015.74
Check	12/31/2025	1006	Edward O'Donnell	Ace extra tent...			Compassionat...	-82.50	-11,098.24
Check	12/31/2025	1006	Edward O'Donnell	Ace supplies			Compassionat...	-54.00	-11,152.24
Check	12/31/2025	1006	Edward O'Donnell	UPS store - b...			Compassionat...	-183.00	-11,335.24
Check	12/31/2025	1006	Edward O'Donnell	Ace supplies			Compassionat...	-46.00	-11,381.24
Check	12/31/2025	1006	Edward O'Donnell	Ace supplies			Compassionat...	-105.00	-11,486.24
Check	12/31/2025	1006	Edward O'Donnell	Ace supplies			Compassionat...	-39.16	-11,525.40
Check	12/31/2025	1006	Edward O'Donnell	Midway lift ren...			Compassionat...	-942.50	-12,467.90
Check	12/31/2025	1006	Edward O'Donnell	Joy - holiday ...			Compassionat...	-95.99	-12,563.89
Check	12/31/2025	1006	Edward O'Donnell	lighting strips ...			Compassionat...	-109.95	-12,673.84
Check	12/31/2025	1006	Edward O'Donnell	lighting strips ...			Compassionat...	-142.56	-12,816.40
Check	12/31/2025	1006	Edward O'Donnell	party glasses			Compassionat...	-19.99	-12,836.39
Total Light Up Event								-12,836.39	-12,836.39
Repairs & Maintenance									
Check	10/27/2025	3067	Eric Gonzaga				Opportunity Ba...	-250.00	-250.00
Check	11/20/2025	3071	Tech Electric				Opportunity Ba...	-212.02	-462.02
Total Repairs & Maintenance								-462.02	-462.02
TOTAL								-13,263.54	-13,263.54

Photos and Press from Past Light up Livingston Events





THE LIVINGSTON ENTERPRISE

Tuesday, November 29, 2022 • Livingston, Montana • Vol. 116 No. 245 \$1.00



Enterprise photos by Cassi Geiser

A crowd of thousands hangs out just after the display of holiday lights was turned on by Santa at Light Up Livingston — an event put on by Explore Livingston and the Holiday Lights Committee — Saturday evening around 5:30 p.m. at Depot Rotary Park.

LIGHT UP LIVINGSTON

3,000 to 5,000 attend community event on Saturday

By Cassi Geiser
Enterprise Staff Writer

As the community started to gather at The Depot Station Saturday, Elsa and The Grinch greeted people while handing out red and white fleece scarves to get everyone in the holiday spirit.

It was that time again: Time for Light Up Livingston, a signature event put on for the second year by the

“The Tourism Business Improvement District is thrilled that the second year of our signature event was a huge success.”

— Kris King

Tourism Business Improvement District. Inside The Depot, LINKS For Learning was hosting craft stations where children could make an array of gifts for friends and loved ones. A huge Christmas tree was displayed beside a rope that led to Santa’s chair with presents in the background, and elves waiting for the big man’s arrival near the tree.

The model trains in the Depot’s Livingston Model Railroad Club ran around the track as the crowd shuffled through in single file lines to take in the replication of the amazingly realistic model trains.

Outside there were several different vendors set up along the path at Depot Rota-



An attendee at Light Up Livingston enjoys the Christmas tree at the event as her son enthusiastically points to the star atop the tree after it was lit Saturday evening.

ry Park. Hot cocoa and coffee, with a variety of adult mix-ins available to those respective patrons, were available in coffee tumblers. Katabatic Brewing also had its local brews available for those braving the cold, or sporting warm gloves.

The strings of lights to be lit were covered in candy

canes for passersby to enjoy, and a candy cane scavenger hunt was available to children and families.

As Santa finally arrived the crowd cheered, and he magically lit up Livingston in a sparkling display of lights. Suddenly the town looked like Christmas and the 90 snowflakes lining downtown



Elsa and The Grinch pose as Christmas movie characters on Saturday afternoon outside the Livingston Depot Center during the Light Up Livingston event.

streets could also be seen. An estimated 3,000-5,000 people attended the event, according to Kris King, director of the Livingston Tourism Business Improvement District.

“The Tourism Business Improvement District is thrilled that the second year of our signature event was a huge success and we want to thank everyone who came to support the event, as well as volunteers, partners and

vendors,” King said.

Already there has been some vandalism to the lights on the large Christmas tree in The Depot Rotary Park. According to King, someone cut a strand on one side leaving a section of the tree dark. The lights were donated for this event by Ace Hardware, and efforts supported the Holiday Lights committee, a non-profit led by Ed O’Donnell. The lights are hung by arborists.

Equipment used to install, repair and maintain lights for the Light Up Livingston event



Livingston Urban Renewal Agency

Downtown Enhancement Grant Program

Guidelines

Adopted
March 2025

TABLE OF CONTENTS

- 1. **Background and Statement of Purpose**2
- 2. **Program Details**2
 - A. **Eligible Projects**.....2
 - B. **Project Funding**.....2
 - C. **Application Process**3
 - D. **Project Implementation**.....3
- 3. **Supporting Documents**3
 - A. **Application Form**.....4
 - B. **Project Evaluation Criteria**5
 - C. **Owner Participation Agreement**.....6
 - D. **Examples of Downtown Enhancements**7

1. BACKGROUND AND STATEMENT OF PURPOSE

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

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

- A. Land Use, Building Form and Activation
- B. Parks and Open Space
- C. Streetscape and Mobility
- D. Arts and Culture
- E. Economic Development and Housing
- F. Third-spaces (non-residential or work spaces for gathering)

2. PROGRAM DETAILS

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

A. ELIGIBLE PROJECTS

- 1. The Program is intended to encourage the implementation of the City's Downtown Master Plan within the Urban Renewal District. Applicants must provide a direct linkage between their project and a recommendation from the Downtown Master Plan. Funding preference shall be given to projects that can be initiated within 90 days of approval.
- 2. Applications must be submitted by parties with a real property interest (ownership or leasehold) in the affected property within the Urban Renewal District. Non-owners shall provide approval from owners of the subject property indicating how long the improvements shall be maintained in-place.
- 3. Projects must include all necessary permitting and regulatory requirements in their application.

B. PROJECT FUNDING

There are two program payment options:

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

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

C. APPLICATION PROCESS

- 1. Applications for funding shall include:
 - a. Description of location, including address within Urban Renewal District. Please include real property interest description (ownership, l-~~or~~ lease arrangement, ~~or~~ written owner approval).
 - b. Description of project including plans, sketches and duration of project life.
 - c. Description of linkage to Downtown Master Plan recommendation.
 - d. Unexpired construction bids or product quotes for all work included in the project. Indirect costs, such as the owner's time, are not reimbursable.
- 2. The Urban Renewal Agency Board shall review all applications from eligible projects using the established criteria.

D. PROJECT IMPLEMENTATION

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

3. SUPPORTING DOCUMENTS

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

A. APPLICATION FORM

Date: _____

Name of Applicant: _____

Email and Phone: _____

Project Location: _____

Direct Payment or Reimbursement: _____

Anticipated Project Start: _____

Anticipated Project Completion: _____

Project Description (include work to be performed, duration of project life, project cost, linkage to Downtown Master Plan):

Attach

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

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

Printed Name of Applicant

Signature of Authorized Agent

B. PROJECT EVALUATION CRITERIA

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

Criteria	Rating or Compliance (1 [low] to 5 [high])
<p>Project Location <i>Projects must be located in Urban Renewal District.</i></p>	
<p>Applicant Property Interest <i>Applicants must own or have an arrangement to utilize property.</i></p>	
<p>Link to Downtown Master Plan Recommendation <i>Eligible Projects must tie to a recommendation in the Plan.</i></p>	
<p>Reimbursement Amount and Percentage <i>The URA will reimburse the participant up to 75% of the total project costs up to \$25,000.</i></p>	
<p>Project Commencement <i>All projects shall be initiated within ninety (90) days of award.</i></p>	
<p>Duration of Project Improvements <i>Projects with a longer duration will be scored higher.</i></p>	

C. OWNER PARTICIPATION AGREEMENT

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

D. EXAMPLES OF DOWNTOWN ENHANCEMENTS



Outdoor Parklets



Café and outdoor seating



Temporary Events



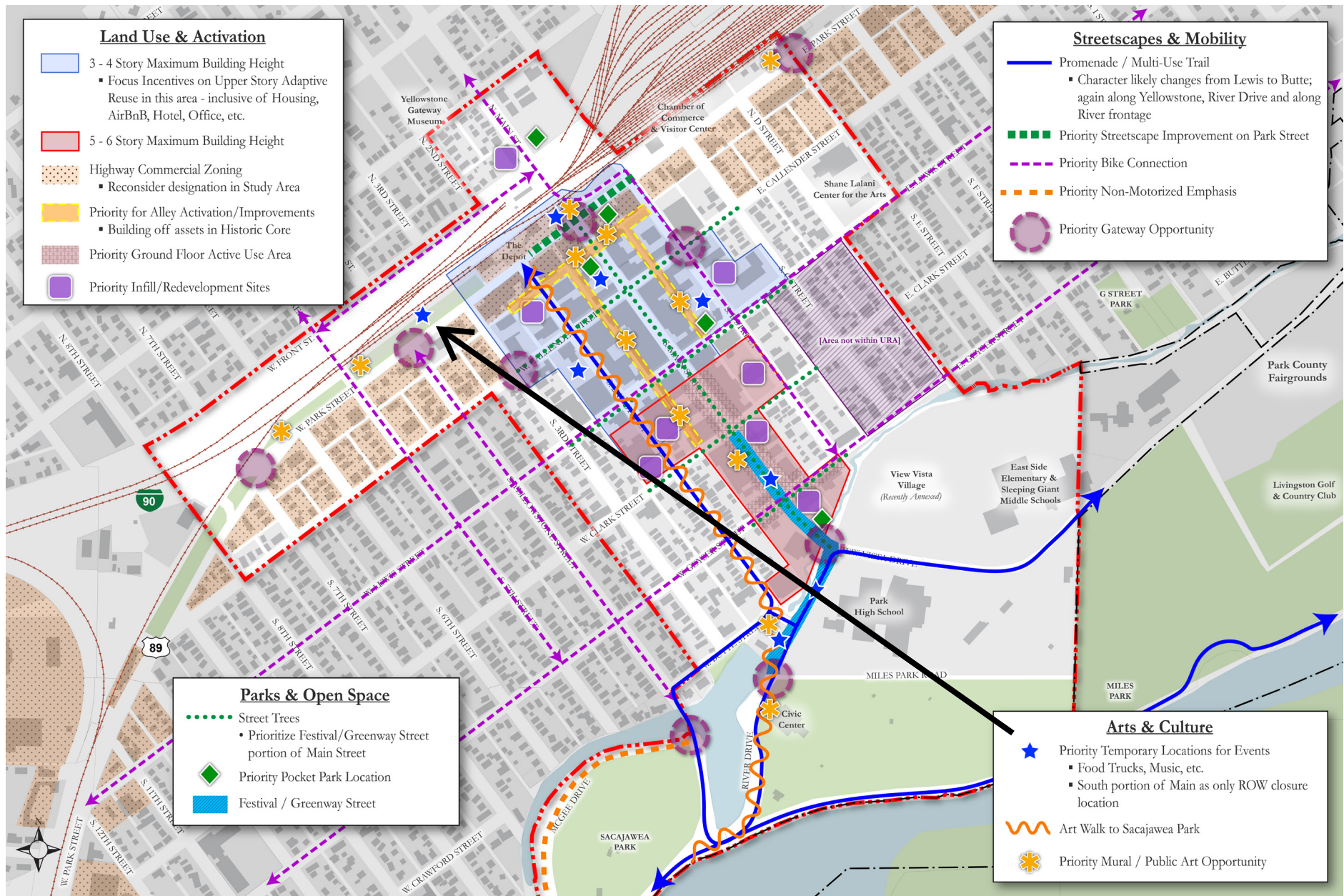
Outdoor Murals



Use of underutilized lots as pocket parks.



Public Amenities



Master Plan Framework Diagram [Study Area Boundary = - - - - -]



Use of a parklet - designed & fabricated by MODSTREET - to expand outdoor dining potential.



Parklets can be City-owned to ensure design consistency and then leased to local businesses.



Temporary Events such as a Food Truck night can help activate the Downtown environment.

LAND USE, BUILDING FORM & ACTIVATION

SPATIAL ACTIVATION

LU-19. Encourage Alley Activation in the Downtown Study Area to enhance the attractiveness of the Downtown and provide other safe paths of pedestrian travel. (SEE MASTER PLAN FRAMEWORK DIAGRAM)

- Active alleys can include:
 - * Enhanced paving, landscaping, inclusion of public art, etc.
 - * Small-scale uses that open to the alley, as they would to the street;
 - * Delineated areas for passive pedestrian and bicycle movement.
- Thoughtfully accommodate trucks, deliveries, trash collection, and other business access needs.
 - * Coordinate such activities to try to consolidate access needs at a predictable, consistent time each day.

LU-20. Activate and amenitize areas along Front Street and Park Street, adjacent to the rail lines.

- Expand the programming of the space with Food Trucks, and temporary events for visitors and locals.
- Explore adding EV charging infrastructure at these highly visible visitor entry points.
- If passenger rail returns to Livingston, explore expanded parking along Front Street, with

ticketing kiosks and a potential pedestrian bridge to directly connect riders to and from Park Street.

LU-21. Explore the use of Parklets as a way to activate underutilized parking areas. (SEE REGULATORY TOOLS)

- Allow businesses to secure a permit to repurpose parking directly in front of the business for a Parklet.
- Parklets could include cafe seating for businesses, art installations, shaded seating for downtown patrons, etc.
- Parklets should have a consistent material palette, standard dimensions, be ADA accessible, and could be city-owned and leased to businesses.

LU-22. Establish a small fund dedicated to pilot projects / proof of concepts in the Downtown to foster entrepreneurial activation in the public realm.

LU-23. Leverage the already active Business Improvement District (BID) and Chamber of Commerce, and supplement with City resources to support additional programming.

- Create a coordinated Marketing Plan for the Downtown.

LU-24. Support Temporary Events as a way to keep the Downtown vibrant year-round. (SEE OPEN SPACES)

ARTS & CULTURE



Populate the Downtown with amenities that appeal to all ages.



Temporary events in the Downtown help to keep the area vibrant while building community.



Extending the already successful Farmers Market into the Downtown on occasion could bring increased visitation to the Downtown.

EVENTS & AMENITIES

AC-7. Incorporate amenities within the Downtown for all ages, interests and abilities to help serve aging population needs, but also all users.

AC-8. Support temporary events, short-term activation, and the expansion of Downtown amenities on underutilized lots within the Downtown.

- Eliminate regulatory barriers to facilitating temporary uses and/or activation.
- Establish a low-barrier to entry permit system for short-term activation.

AC-9. Establish a transparent and predictable approval process for events to be held within the right-of-way that would require a temporary street closure.

- Work with representatives from the BID and the Chamber of Commerce to establish a set of criteria to evaluate the economic benefits or challenges for adjacent businesses associated with a street closure for a temporary event.
- Require noticing to all businesses within 500' of an approved temporary street closure - at least two weeks in advance of the closure - so that staffing and/or marketing adjustments can be made by local businesses.

AC-10. Consider creating a semi-permanent Food Truck space at Depot Park and along the Festival/Greenway Street. (SEE REGULATORY TOOLS AND FESTIVAL/GREENWAY STREET)

AC-11. Consider extending the Farmers Market along the Festival/Greenway Street portion of Main and River Drive, when implemented.

AC-12. Incorporate recreational amenities along the riverwalk trail, such as outdoor fitness stations and picnic areas.

AC-13. Encourage citywide and local business participation in community building events, such as the annual MLK Day of Service.

AC-14. Find opportunities to support public art contests/exhibits to leverage the strength of the local artist scene and provide increased visibility to local art talent and entrepreneurs.

- An annual, themed temporary sculpture contest can be a way to build anticipation for locals and visitors and increase visitation in the Downtown.

File Attachments for Item:

B. UPDATE ON LIVINGSTON URBAN RENEWAL AGENCY WEBSITE



Date: 3/24/2026
To: URA Board Members
From: Grant Gager

Update on Urban Renewal Agency Website

Recommendation and Summary

The URA Board discussed an update to the Agency website at its January 27, 2026, meeting and staff is providing one. As such, no motion is requested nor required.

The reasons for the transmittal are as follows:

- The URA Board discussed an update to the Agency website at its January 27, 2026, meeting.

Introduction and History

At its meeting on January 27, 2026, the URA Board revisited a prior conversation about the Agency website. At that time, staff advised that it would return at the next meeting with an update.

Analysis

Staff will present an update on the website process.

Fiscal Impact

There is no fiscal impact arising from this discussion.

Strategic Alignment

Staff is providing an update on a Board request.

Attachments

- None