



# Livingston City Commission Agenda

February 15, 2022

5:30 PM

City – County Complex, Community Room

Via Zoom

<https://us02web.zoom.us/j/81206514595?pwd=b2d0VjNJTlZqR2V0eVlnWmkydE85dz09>

Meeting ID: 812 0651 4595 **Passcode: 439146** Call in number: (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 MINUTES FROM FEBRUARY 1, 2022, REGULAR MEETING. Pg. 4**

**B. RATIFY CLAIMS PAID 01/20/2022-02/01/2022. Pg. 8**

5. Proclamations

6. Scheduled Public Comment

**A. JEN MADGIC PRESENTATION OF ARCHITECTURE STUDENT'S DOWNTOWN LIVINGSTON CONCEPT.**

**B. PAIGE FETTERHOFF, CITY FINANCE DIRECTOR PRESENTS AMERICAN RESCUE PLAN ACT (ARPA) FUNDING OVERVIEW. Pg. 15**

**C. BOB EBINGER, CHAIR OF THE LIVINGSTON URA PRESENTS 2021 ANNUAL REPORT. Pg. 18**

7. Public Hearings

8. Ordinances

9. Resolutions

**A. JOINT RESOLUTION NO. 2022-01: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF. Pg. 21**

- B. RESOLUTION NO. 5018: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP. Pg. 29**

10. Action Items

- A. DISCUSS/APPROVE/DENY: URA'S UPDATED GUIDELINES FACADE REPAIR AND RENOVATION PROGRAMS. Pg. 49**
- B. DISCUSS/APPROVE/DENY: URA'S REQUEST TO APPROVE 2021-2022 URBAN RENEWAL BUDGET. Pg. 61**
- C. PARKS & TRAILS COMMITTEES REQUEST FOR APPROVAL OF ADOPT-A-TRAIL LOGO. Pg. 63**
- D. DISCUSS/APPROVE/DENY - ARPA FUNDS AWARD PROCESS.**

11. City Manager Comment

12. City Commission Comments

13. Adjournment

## Calendar of Events

## Supplemental Material

### 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 MINUTES FROM FEBRUARY 1, 2022, REGULAR MEETING.**



# Livingston City Commission Minutes

February 01, 2022

5:30 PM

Via Zoom <https://us02web.zoom.us/j/81936698082?pwd=bENid3FxdGtDM2s1MVpkYTc0U3BTUT09>

Meeting ID: 819 3669 8082 **Passcode: 202274** Call In: (669) 900-6833

## 1. Call to Order

## 2. Roll Call

In attendance: Chair Nootz, Vice-Chair Kahle, Commissioner Friedman, Commissioner Schwarz, Commissioner Lyons. Staff in attendance: City Manager Michael Kardoes, Planning Director Mathieu Menard, City Clerk Faith Kinnick.

## 3. Public Comment

- No public comments

## 4. Consent Items (5:32 p.m.)

**A. APPROVE MINUTES FROM JANUARY 18, 2022, REGULAR MEETING.**

**B. RATIFY CLAIMS PAID 01/06/2022-01/19/2022.**

**C. ACCEPT APPLICATION FROM TAMMY FITZGERALD, REPRESENTING THE YELLOWSTONE RIVER INN, TO FILL A VACANCY FOR A TERM ENDING 12/31/2023, ON THE LIVINGSTON TBID BOARD IN ACCORDANCE WITH BYLAWS.**

- Schwarz motioned to approve, second by Friedman  
All in favor, passes 5-0

## 5. Proclamations

## 6. Scheduled Public Comment (5:34 p.m.)

**A. PAIGE FETTERHOFF, FINANCE DIRECTOR PRESENTS QUARTER 2 FINANCIAL FUND SUMMARY.**

- Kardoes made opening statements
- Paige Fetterhoff made additional comments
- Nootz asked clarifying questions
- Schwarz made comments
- Lyons asked clarifying questions
- No public comments
- Schwarz motioned to approve, second by Friedman

All in favor, passes 5-0

**B. PARKS AND TRAILS COMMITTEE PRESENTS THE 2021 ANNUAL REPORT TO THE CITY COMMISSION.**

- Connor Cavali, new chairman presented the annual report to the Commission.
- Kahle made comments
- Lyons made comments
- Nootz made comments

7. Public Hearings

8. Ordinances

9. Resolutions (5:50 p.m.)

**A. RESOLUTION NO. 5017: RESOLUTION AUTHORIZING PARTICIPATION IN THE BOARD OF INVESTMENTS OF THE STATE OF MONTANA ANNUAL ADJUSTABLE RATE TENDER OPTION MUNICIPAL FINANCE CONSOLIDATION ACT EXTENDABLE BOND (INTERCAP LOAN PROGRAM), APPROVING THE FORM AND TERMS OF THE LOAN AGREEMENT, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO.**

10. Action Items (6:00 p.m.)

**A. DISCUSS: ZONING COMMISSION APPLICANTS**

- Kardoes made opening statements
  - Kahle made request to move meeting to a closed session
  - Schwarz seconded.
  - Participants moved to waiting room, video stopped.
  - Closed session ended, meeting reopened.
  - Kahle motioned for the 5 incumbent committee members to be reappointed. Seconded by Friedman.
  - No public comments
  - No commission comments
- All in favor, motion passes 5-0.

11. City Manager Comments (6:22 p.m.)

12. City Commission Comments (6:23 p.m.)

13. Adjournment (6:26 p.m.)

**Public in virtual attendance:**

- 1. Leslie Fiegle**
- 2. Julie Benden**
- 3. Phone user: 222-1688**
- 4. "AKW"**
- 5. Livingston Enterprise**
- 6. Nancy**
- 7. Sarah**

**File Attachments for Item:**

**B. RATIFY CLAIMS PAID 01/20/2022-02/01/2022.**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ALL SERVICE TIRE &amp; ALIGNMENT</b>							
22	ALL SERVICE TIRE & ALIGNME	63264	Tire Repair	01/18/2022	17.00	17.00	01/27/2022
Total ALL SERVICE TIRE & ALIGNMENT:					17.00	17.00	
<b>CARQUEST AUTO PARTS</b>							
23	CARQUEST AUTO PARTS	1912-529103	Wiper Blades	12/06/2021	36.16	36.16	01/27/2022
23	CARQUEST AUTO PARTS	1912-529111	DRUM FAUCE	12/06/2021	56.59	56.59	01/27/2022
23	CARQUEST AUTO PARTS	1912-529262	OIL DISPENS	12/07/2021	82.36	82.36	01/27/2022
23	CARQUEST AUTO PARTS	1912-529272	TOOLS	12/07/2021	158.07	158.07	01/27/2022
23	CARQUEST AUTO PARTS	1912-529342	FUNNEL	12/08/2021	3.06	3.06	01/27/2022
23	CARQUEST AUTO PARTS	1912-530222	FITTINGS	12/16/2021	50.66	50.66	01/27/2022
23	CARQUEST AUTO PARTS	1912-530563	GR5	12/21/2021	35.04	35.04	01/27/2022
23	CARQUEST AUTO PARTS	1912-530582	CAR WASH CONCENTRATE	12/21/2021	27.59	27.59	01/27/2022
23	CARQUEST AUTO PARTS	1912-531270	STT LAMP	12/29/2021	58.62	58.62	01/27/2022
23	CARQUEST AUTO PARTS	1912-532010	22 LATITUDE	01/06/2022	34.82	34.82	01/27/2022
23	CARQUEST AUTO PARTS	1912-532559	WEATHERBEATER	01/11/2022	20.08	20.08	01/27/2022
23	CARQUEST AUTO PARTS	1912-532602	FILTER	01/11/2022	1.43	1.43	01/27/2022
23	CARQUEST AUTO PARTS	1912-532670	SEAFOAM	01/12/2021	23.49	23.49	01/27/2022
Total CARQUEST AUTO PARTS:					587.97	587.97	
<b>CENGAGE LEARNING INC</b>							
10001	CENGAGE LEARNING INC	76324353	1 BOOK	12/22/2021	26.23	26.23	01/27/2022
Total CENGAGE LEARNING INC:					26.23	26.23	
<b>CHARTER COMMUNICATIONS</b>							
3440	CHARTER COMMUNICATIONS	019544512182	ELEVATOR PHONE	12/18/2021	49.99	49.99	01/27/2022
Total CHARTER COMMUNICATIONS:					49.99	49.99	
<b>CITY OF LIVINGSTON</b>							
131	CITY OF LIVINGSTON	TK2019-0520	Bond Conversion - T. Hester	01/06/2022	170.00	170.00	01/24/2022
Total CITY OF LIVINGSTON:					170.00	170.00	
<b>COLD SMOKE AUTOMOTIVE, LLC</b>							
3456	COLD SMOKE AUTOMOTIVE, LL	17249	STEERING COLUMN REPAIR	01/11/2022	906.51	906.51	01/27/2022
Total COLD SMOKE AUTOMOTIVE, LLC:					906.51	906.51	
<b>COMDATA</b>							
2671	COMDATA	IB986	BZR70 IB986	01/01/2021	233.47	233.47	01/27/2022
Total COMDATA:					233.47	233.47	
<b>DEPARTMENT OF LABOR &amp; INDUSTRY</b>							
2338	DEPARTMENT OF LABOR & IND	2022.1.1	Building code edu fu	01/01/2022	292.82	292.82	01/27/2022
Total DEPARTMENT OF LABOR & INDUSTRY:					292.82	292.82	
<b>DONOVAN HOME IMPROVEMENTS</b>							
10003	DONOVAN HOME IMPROVEME	489	NEW ROOM IN BASEMENT	12/12/2021	5,808.70	5,808.70	01/27/2022
Total DONOVAN HOME IMPROVEMENTS:					5,808.70	5,808.70	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>FISHER SAND AND GRAVEL</b>							
2904	FISHER SAND AND GRAVEL	59118	Sanding Material	12/29/2021	1,872.56	1,872.56	01/27/2022
Total FISHER SAND AND GRAVEL:					1,872.56	1,872.56	
<b>GATEWAY OFFICE SUPPLY</b>							
54	GATEWAY OFFICE SUPPLY	52942	POSTAGE-POLICE	12/06/2021	25.46	25.46	01/27/2022
Total GATEWAY OFFICE SUPPLY:					25.46	25.46	
<b>GRADY, MITCH</b>							
3737	GRADY, MITCH	057860	REIMB-COAT RACK	12/07/2021	26.99	26.99	01/27/2022
Total GRADY, MITCH:					26.99	26.99	
<b>HAL HAEFS</b>							
10003	HAL HAEFS	2022.1.8	REIMB- SHELIVING	01/08/2022	479.98	479.98	01/27/2022
Total HAL HAEFS:					479.98	479.98	
<b>INDUSTRIAL TOWEL</b>							
102	INDUSTRIAL TOWEL	8159700	Towel Service	01/05/2022	20.15	20.15	01/27/2022
102	INDUSTRIAL TOWEL	86298	Towel Service	01/05/2022	15.61	15.61	01/27/2022
102	INDUSTRIAL TOWEL	87520	Mats	01/13/2022	94.41	94.41	01/27/2022
Total INDUSTRIAL TOWEL:					130.17	130.17	
<b>INGRAM LIBRARY SERVICE</b>							
1539	INGRAM LIBRARY SERVICE	56466545	1 Book	12/10/2021	30.93	30.93	01/27/2022
1539	INGRAM LIBRARY SERVICE	56514904	9 BOOKS	12/13/2021	145.32	145.32	01/27/2022
1539	INGRAM LIBRARY SERVICE	56536232	6 Books	12/14/2021	110.50	110.50	01/27/2022
1539	INGRAM LIBRARY SERVICE	56597789	1 Book	12/16/2021	61.10	61.10	01/27/2022
1539	INGRAM LIBRARY SERVICE	56611190	1 Book	12/16/2021	29.75	29.75	01/27/2022
1539	INGRAM LIBRARY SERVICE	56665320	1 Book	12/20/2021	37.49	37.49	01/27/2022
1539	INGRAM LIBRARY SERVICE	56687425	1 Book	12/20/2021	19.11	19.11	01/27/2022
1539	INGRAM LIBRARY SERVICE	56687426	1 Book	12/20/2021	13.76	13.76	01/27/2022
1539	INGRAM LIBRARY SERVICE	56687427	1 Book	12/20/2021	26.78	26.78	01/27/2022
1539	INGRAM LIBRARY SERVICE	56724336	1 Book	12/21/2021	35.16	35.16	01/27/2022
1539	INGRAM LIBRARY SERVICE	56768481	1 Book	12/23/2021	34.56	34.56	01/27/2022
1539	INGRAM LIBRARY SERVICE	56795033	4 Books	12/27/2021	84.15	84.15	01/27/2022
1539	INGRAM LIBRARY SERVICE	56851468	1 Book	12/29/2021	23.82	23.82	01/27/2022
1539	INGRAM LIBRARY SERVICE	56851469	2 Books	12/29/2021	47.54	47.54	01/27/2022
Total INGRAM LIBRARY SERVICE:					699.97	699.97	
<b>KARNATZ TREE SERVICE</b>							
2001	KARNATZ TREE SERVICE	2022.1.1	Tree Drop	01/01/2022	350.00	350.00	01/27/2022
Total KARNATZ TREE SERVICE:					350.00	350.00	
<b>KENYON NOBLE</b>							
776	KENYON NOBLE	8596607	TOOLS	09/09/2021	41.94	41.94	01/27/2022
776	KENYON NOBLE	8755548	LUMBER	12/01/2021	10.49	10.49	01/27/2022
776	KENYON NOBLE	8758946	ADAPTER	12/03/2021	179.99	179.99	01/27/2022
776	KENYON NOBLE	8783713	LUMBER	12/16/2021	173.51	173.51	01/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KENYON NOBLE:					405.93	405.93	
<b>LAWSON PRODUCTS, INC.</b>							
10003	LAWSON PRODUCTS, INC.	9309178047	pain relief	01/13/2022	11.73	11.73	01/27/2022
Total LAWSON PRODUCTS, INC.:					11.73	11.73	
<b>LIVINGSTON CHAMBER OF COMMERCE</b>							
618	LIVINGSTON CHAMBER OF CO	20112A	2022 MEMBERSHIP DUES	01/03/2022	100.00	100.00	01/27/2022
Total LIVINGSTON CHAMBER OF COMMERCE:					100.00	100.00	
<b>LIVINGSTON UTILITY BILLING</b>							
147	LIVINGSTON UTILITY BILLING	2022.1.4	1012100 228 W CALLENDER	01/04/2022	444.38	444.38	01/27/2022
Total LIVINGSTON UTILITY BILLING:					444.38	444.38	
<b>MASTERCARD</b>							
3184	MASTERCARD	2021_12 BUSC	Fuel Tank	01/01/2022	58.65	58.65	01/10/2022
3184	MASTERCARD	2021_12 BUSC	Study Material	01/01/2022	130.00-	130.00-	01/10/2022
3184	MASTERCARD	2021_12 FETT	ACFR Award submission	01/01/2022	460.00	460.00	01/10/2022
3184	MASTERCARD	2021_12 FETT	Shipping - flag	01/01/2022	13.34	13.34	01/10/2022
3184	MASTERCARD	2021_12 FETT	Continuing ed	01/01/2022	265.00	265.00	01/10/2022
3184	MASTERCARD	2021_12 FETT	Annual dues	01/01/2022	295.00	295.00	01/10/2022
3184	MASTERCARD	2021_12 FETT	Paper	01/01/2022	1,649.99	1,649.99	01/10/2022
3184	MASTERCARD	2021_12 FETT	Building Supplies	01/01/2022	65.04	65.04	01/10/2022
3184	MASTERCARD	2021_12 FETT	Annual dues	01/01/2022	170.00	170.00	01/10/2022
3184	MASTERCARD	2021_12 FETT	Elected Officials guide	01/01/2022	124.00	124.00	01/10/2022
3184	MASTERCARD	2021_12 FETT	Office Supplies	01/01/2022	18.45	18.45	01/10/2022
3184	MASTERCARD	2021_12 FETT	Flags	01/01/2022	1,005.19	1,005.19	01/10/2022
3184	MASTERCARD	2021_12 GLAS	Gillen - Training	01/01/2022	309.00	309.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	26-issue subscription	01/01/2022	59.00	59.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	New Scientist magazine is based i	01/01/2022	.53	.53	01/10/2022
3184	MASTERCARD	2021_12 GRA	ALA (75.00), PLA (78.00) annual d	01/01/2022	153.00	153.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	postage purchase	01/01/2022	100.00	100.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	3 books	01/01/2022	66.90	66.90	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	20.83	20.83	01/10/2022
3184	MASTERCARD	2021_12 GRA	markers	01/01/2022	12.55	12.55	01/10/2022
3184	MASTERCARD	2021_12 GRA	service charges	01/01/2022	17.99	17.99	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	17.00	17.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	2 books	01/01/2022	95.00	95.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	2 books	01/01/2022	29.99	29.99	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	35.00	35.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	24.00	24.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	change tires on bookmobile	01/01/2022	82.40	82.40	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	15.29	15.29	01/10/2022
3184	MASTERCARD	2021_12 GRA	1 book	01/01/2022	27.00	27.00	01/10/2022
3184	MASTERCARD	2021_12 GRA	filter dust reduction 20x20x	01/01/2022	19.96	19.96	01/10/2022
3184	MASTERCARD	2021_12 GRA	desk calendar	01/01/2022	5.00	5.00	01/10/2022
3184	MASTERCARD	2021_12 HAR	PR	01/01/2022	19.98	19.98	01/10/2022
3184	MASTERCARD	2021_12 HAR	training supply	01/01/2022	40.89	40.89	01/10/2022
3184	MASTERCARD	2021_12 HAR	PR	01/01/2022	375.00	375.00	01/10/2022
3184	MASTERCARD	2021_12 HAR	PR	01/01/2022	375.00	375.00	01/10/2022
3184	MASTERCARD	2021_12 HOFF	laptops - city commisssion	01/01/2022	1,699.98	1,699.98	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Office Supplies	01/01/2022	75.80	75.80	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	37.92	37.92	01/10/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_12 JOHA	Study Material	01/01/2022	79.00	79.00	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	86.34	86.34	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	53.40	53.40	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	53.40	53.40	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	53.40	53.40	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	53.40	53.40	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendars	01/01/2022	53.40	53.40	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Drinking Fountain	01/01/2022	1,001.71	1,001.71	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Assorted Greeting Cards	01/01/2022	7.75	7.75	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Otterbox	01/01/2022	69.99	69.99	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Water Fountain Filters	01/01/2022	60.32	60.32	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Calendar	01/01/2022	49.51	49.51	01/10/2022
3184	MASTERCARD	2021_12 JOHA	Parts	01/01/2022	455.90	455.90	01/10/2022
3184	MASTERCARD	2021_12 JOHN	PO Box Renewal	01/01/2022	188.00	188.00	01/10/2022
3184	MASTERCARD	2021_12 JOHN	Engle training - B/G investigation	01/01/2022	38.50	38.50	01/10/2022
3184	MASTERCARD	2021_12 JOHN	Barbie Training - Dispatch	01/01/2022	274.00	274.00	01/10/2022
3184	MASTERCARD	2021_12 KARD	Public Relations	01/01/2022	94.71	94.71	01/10/2022
3184	MASTERCARD	2021_12 KARD	Membership renewal	01/01/2022	1,088.00	1,088.00	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Commission Acct.	01/01/2022	41.50	41.50	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Employee Wellness- Hedges	01/01/2022	39.00	39.00	01/10/2022
3184	MASTERCARD	2021_12 KINNI	PR-Open House	01/01/2022	35.17	35.17	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Employee Jacket-Bray	01/01/2022	107.45	107.45	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Office Supplies	01/01/2022	63.00	63.00	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Planning Dept. Zoom	01/01/2022	57.05	57.05	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Office Supplies	01/01/2022	34.83	34.83	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Boards/Committee Zoom	01/01/2022	57.05	57.05	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Legitimate- Gift wrap	01/01/2022	3.98	3.98	01/10/2022
3184	MASTERCARD	2021_12 KINNI	PR-Open House	01/01/2022	70.99	70.99	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Office Supplies	01/01/2022	13.99	13.99	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Office Supplies	01/01/2022	18.99	18.99	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Returned merchandise	01/01/2022	25.98-	25.98-	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Employee Jacket- McClure	01/01/2022	186.45	186.45	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Employee Wellness- Haefs	01/01/2022	55.00	55.00	01/10/2022
3184	MASTERCARD	2021_12 KINNI	Office Supplies	01/01/2022	14.56	14.56	01/10/2022
3184	MASTERCARD	2021_12 LAWE	training	01/01/2022	240.00	240.00	01/10/2022
3184	MASTERCARD	2021_12 LOW	Retirement Recognition	01/01/2022	133.70	133.70	01/10/2022
3184	MASTERCARD	2021_12 LOW	Employee Recognition	01/01/2022	200.00	200.00	01/10/2022
3184	MASTERCARD	2021_12 LOW	Recruiting Fees	01/01/2022	511.97	511.97	01/10/2022
3184	MASTERCARD	2021_12 LOW	Recruiting Fees	01/01/2022	504.37	504.37	01/10/2022
3184	MASTERCARD	2021_12 LOW	Automated - Scheduler for staff	01/01/2022	10.50	10.50	01/10/2022
3184	MASTERCARD	2021_12 LOW	Recruiting Fees	01/01/2022	500.23	500.23	01/10/2022
3184	MASTERCARD	2021_12 LOW	Office Supplies	01/01/2022	27.58	27.58	01/10/2022
3184	MASTERCARD	2021_12 LOW	Autocharge - Grant database sub	01/01/2022	34.95	34.95	01/10/2022
3184	MASTERCARD	2021_12 LOW	Office Supplies	01/01/2022	19.97	19.97	01/10/2022
3184	MASTERCARD	2021_12 LOW	Recruiting Fees	01/01/2022	443.71	443.71	01/10/2022
3184	MASTERCARD	2021_12 MACI	cleaning supply	01/01/2022	24.50	24.50	01/10/2022
3184	MASTERCARD	2021_12 MACI	cleaning supply	01/01/2022	7.81	7.81	01/10/2022
3184	MASTERCARD	2021_12 MACI	station supply	01/01/2022	63.97	63.97	01/10/2022
3184	MASTERCARD	2021_12 MACI	office supply	01/01/2022	15.80	15.80	01/10/2022
3184	MASTERCARD	2021_12 MACI	software	01/01/2022	637.50	637.50	01/10/2022
3184	MASTERCARD	2021_12 MACI	software	01/01/2022	637.50	637.50	01/10/2022
3184	MASTERCARD	2021_12 MACI	Nov	01/01/2022	7,239.22	7,239.22	01/10/2022
3184	MASTERCARD	2021_12 MACI	office supply	01/01/2022	6.60	6.60	01/10/2022
3184	MASTERCARD	2021_12 MACI	jump kit repair	01/01/2022	35.00	35.00	01/10/2022
3184	MASTERCARD	2021_12 MACI	case	01/01/2022	13.00	13.00	01/10/2022
3184	MASTERCARD	2021_12 O'RO	Quarterly Safety Meeting	01/01/2022	9.88	9.88	01/10/2022
3184	MASTERCARD	2021_12 O'RO	Quarterly Safety Meeting	01/01/2022	11.44	11.44	01/10/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3184	MASTERCARD	2021_12 O'RO	Quarterly Safety Meeting	01/01/2022	15.60	15.60	01/10/2022
3184	MASTERCARD	2021_12 O'RO	Quarterly Safety Meeting	01/01/2022	24.91	24.91	01/10/2022
3184	MASTERCARD	2021_12 O'RO	Quarterly Safety Meeting	01/01/2022	24.91	24.91	01/10/2022
3184	MASTERCARD	2021_12 O'RO	Index Cards & Pen	01/01/2022	3.40	3.40	01/10/2022
3184	MASTERCARD	2021_12 STOR	Breakfast	01/01/2022	33.95	33.95	01/10/2022
3184	MASTERCARD	2021_12 STOR	Flammable Safety Cabinet	01/01/2022	2,138.05	2,138.05	01/10/2022
3184	MASTERCARD	2021_12 TARR	Youth Basketball Background Che	01/01/2022	700.00	700.00	01/10/2022
3184	MASTERCARD	2021_12 TARR	Training	01/01/2022	190.00	190.00	01/10/2022
3184	MASTERCARD	2021_12 TARR	Employee Holiday Lunch	01/01/2022	63.24	63.24	01/10/2022
3184	MASTERCARD	2021_12 TARR	Adult Volleyball Champion Shirts	01/01/2022	214.60	214.60	01/10/2022
3184	MASTERCARD	2021_12 TARR	Adult Volleyball Tournament Pizza	01/01/2022	127.50	127.50	01/10/2022
3184	MASTERCARD	2021_12 TARR	Office Supplies	01/01/2022	58.36	58.36	01/10/2022
3184	MASTERCARD	2021_12 TARR	Lights for Skate Events	01/01/2022	19.99	19.99	01/10/2022
3184	MASTERCARD	2021_12 TARR	Laminating Sheets	01/01/2022	42.96	42.96	01/10/2022
3184	MASTERCARD	2021_12 TARR	Membership Fee	01/01/2022	175.00	175.00	01/10/2022
3184	MASTERCARD	2021_12 WOO	Membership Dues	01/01/2022	65.00	65.00	01/10/2022
3184	MASTERCARD	2021_12 WUL	ems supply	01/01/2022	11.99	11.99	01/10/2022
3184	MASTERCARD	2021_12 WUL	acis recert	01/01/2022	129.00	129.00	01/10/2022
3184	MASTERCARD	2021_12 WUL	acis recert	01/01/2022	129.00	129.00	01/10/2022
3184	MASTERCARD	2021_12 WUL	C3 oil change	01/01/2022	93.70	93.70	01/10/2022
3184	MASTERCARD	2021_12 WUL	travel CC Course	01/01/2022	417.40	417.40	01/10/2022
Total MASTERCARD:					28,251.19	28,251.19	
<b>MICHELE BOYD</b>							
10003	MICHELE BOYD	2021.12.20	REIMB-SHELF LINER	12/20/2021	10.99	10.99	01/27/2022
Total MICHELE BOYD:					10.99	10.99	
<b>MISC</b>							
99999	MISC	2022.1.19	Overpayment on Account	01/09/2022	146.78	146.78	01/27/2022
99999	MISC	2022.1.20	Bond Release - T. GUSTAFSON	01/20/2022	290.00	290.00	01/21/2022
99999	MISC	TK2019-0520	Bond Release - T. Hester	01/06/2022	100.00	100.00	01/24/2022
99999	MISC	TK2021-0198	Bond Release - J. Carmichael	01/04/2022	1,170.00	1,170.00	01/24/2022
99999	MISC	TK2021-0321	Bond Release - D. Beary	01/06/2022	290.00	290.00	01/24/2022
99999	MISC	TK2021-0421	Bond Release - K. Wilson	01/04/2022	655.00	655.00	01/24/2022
Total MISC:					2,651.78	2,651.78	
<b>MONTANA AIR CARTAGE</b>							
3808	MONTANA AIR CARTAGE	LVQ 123121	Courier Service	01/01/2022	235.95	235.95	01/27/2022
Total MONTANA AIR CARTAGE:					235.95	235.95	
<b>MONTANA LEGISLATIVE SERVICES</b>							
70	MONTANA LEGISLATIVE SERVI	37908	2021 MCA FULLSET	12/23/2021	350.00	350.00	01/27/2022
Total MONTANA LEGISLATIVE SERVICES:					350.00	350.00	
<b>NORTHWEST PIPE FITTINGS, INC</b>							
423	NORTHWEST PIPE FITTINGS, I	5641636-1	COMP BALL	01/11/2022	444.08	444.08	01/27/2022
Total NORTHWEST PIPE FITTINGS, INC:					444.08	444.08	
<b>NORTHWESTERN ENERGY</b>							
151	NORTHWESTERN ENERGY	2022.1.11	228 W CALLENDER 0107897-1	01/11/2022	1,735.00	1,735.00	01/27/2022
151	NORTHWESTERN ENERGY	2022.1.24	101 STAR RD 3286284-9	01/07/2022	24.46	24.46	01/27/2022

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORTHWESTERN ENERGY:					1,759.46	1,759.46	
<b>O'CONNOR'S BODY SHOP, LLC</b>							
1199	O'CONNOR'S BODY SHOP, LLC	6063	Repair FRONT DOOR	01/12/2022	305.00	305.00	01/27/2022
Total O'CONNOR'S BODY SHOP, LLC:					305.00	305.00	
<b>PARK COUNTY CLERK &amp; RECORDER</b>							
1553	PARK COUNTY CLERK & RECO	2022.1.13	RESOLUTION NO 5010	01/13/2022	24.00	24.00	01/27/2022
Total PARK COUNTY CLERK & RECORDER:					24.00	24.00	
<b>REPUBLIC SERVICES #670</b>							
10000	REPUBLIC SERVICES #670	0670-0003180	DISPOSAL/RECYCLING	12/31/2021	66,929.29	66,929.29	01/27/2022
Total REPUBLIC SERVICES #670:					66,929.29	66,929.29	
<b>SHIELA PHILLIPS</b>							
10002	SHIELA PHILLIPS	2022.1.18	OVERPAYMENT ON UTILITY AC	01/18/2022	800.00	800.00	01/27/2022
Total SHIELA PHILLIPS:					800.00	800.00	
<b>SPECIAL LUBE</b>							
1814	SPECIAL LUBE	224-280-437	Oil Change	11/02/2021	52.75	52.75	01/27/2022
Total SPECIAL LUBE:					52.75	52.75	
<b>TEAR IT UP L.L.C.</b>							
2999	TEAR IT UP L.L.C.	51388	Shredding	01/14/2022	40.00	40.00	01/27/2022
Total TEAR IT UP L.L.C.:					40.00	40.00	
<b>US BANK EQUIPMENT FINANCE</b>							
10001	US BANK EQUIPMENT FINANCE	462083403	COPIER/PRINTER CONTRACT	01/05/2022	268.08	268.08	01/27/2022
Total US BANK EQUIPMENT FINANCE:					268.08	268.08	
<b>XYLEM DEWATING SOLUTION, INC.</b>							
2432	XYLEM DEWATING SOLUTION, I	401135456	Repair PUMP	12/08/2021	260.00	260.00	01/27/2022
Total XYLEM DEWATING SOLUTION, INC.:					260.00	260.00	
Grand Totals:					115,022.43	115,022.43	

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

**File Attachments for Item:**

**B. PAIGE FETTERHOFF, CITY FINANCE DIRECTOR PRESENTS AMERICAN RESCUE PLAN ACT (ARPA) FUNDING OVERVIEW.**

## American Rescue Plan Act (ARPA) Funding Overview

### ARPA Funding Categories:

- Communication
- Water & Sewer
- Economic
- Health
- Housing
- Education
- Local Government (State and Local Fiscal Recovery Funds for Non-entitlement Units)
- Tribal Grants

### Livingston City Government Eligibility:

- Local Government
- Water & Sewer: Minimum Allocation Grant and Competitive Grant Program

### Livingston Status:

- Local Government: Allotted \$1,992,682 to spend according to guidelines
- Water & Sewer
  - Minimum Allocation Grant: Allotted \$1,354,000
  - Competitive Grant Program: Up to \$2,000,000 with a \$500,000 match
    - Unsuccessful in first competitive round
    - Applied for \$2M under second round for Green Acres/Montague sewer
  - Not eligible for water projects

### Local Government Funds Commitments:

- \$80,000 for City Employee premium pay
- \$120,000 for MSU Economic Development Agent (\$40,000 for 3 years)
- \$1,792,682 remaining

### Local Government Funds for City Projects (possible):

- Up to \$500,000 for the Water & Sewer Competitive Grant match - if awarded



## **Recovery Funds Rules**

### **State Rules**

Subtitle M--Coronavirus State and Local Fiscal Recovery Funds

(Sec. 9901) This section provides funding to states, territories, and tribal governments to mitigate the fiscal effects stemming from the COVID-19 public health emergency.

A state, territory, or tribal government shall use the funds to cover costs incurred by December 31, 2024, to

- respond to the COVID-19 emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits or aid to impacted industries such as tourism, travel, and hospitality;
- provide premium pay to essential workers or provide grants to employers of essential workers during the COVID-19 emergency;
- provide government services to the extent of the reduction in revenue of such state, territory, or tribal government due to the COVID-19 emergency; or
- make necessary investments in water, sewer, or broadband infrastructure.

The section prohibits (1) the use of funds to reduce or delay the imposition of a tax or tax increase, or (2) deposit of the funds into a pension fund.

The section provides funding for payments to states, territories, and tribal governments to carry out critical capital projects directly enabling work, education, and health monitoring, including remote options, in response to the COVID-19 emergency.

The section makes provides funding for tribal governments and certain local governments for FY2022-FY2023, to be allocated by Treasury, taking into account economic conditions.

### **Federal Rules**

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule – U.S. Department of the Treasury

**File Attachments for Item:**

**C. BOB EBINGER, CHAIR OF THE LIVINGSTON URA PRESENTS 2021 ANNUAL REPORT.**

## URA 2021 Annual Report

After URA monies going to capital outlay (CIP) and Bond debt service, the URA only had several projects to fund. At Public Works request we funded 5 benches, garbage cans, and bike racks built by Clarke's Custom Iron, the maker of our previous street furniture. The only Façade Grant went to Tom Brurock's restoration of his facade at the old Penney's Building at 122 South 2<sup>nd</sup> Street. We also funded the summer flower baskets. Next year in discussion with the BID the URA will fund ½ of the cost.

Thereafter, the BID will assume the entire cost. We have separated the Façade Grant/ Energy Efficiency Grants since we no longer provide the Energy Efficiency Program. We are working with the City Manager on possible revisions to the Grant language. We plan to announce the opening of the Façade Grant cycle at our January meeting. We also will reestablish the Artistic Utility/Box wrap program. Our 2022 budget will be approved at our January meeting. The URA finally has enough money to provide our services in a more sustainable fashion in the future . 2022 looks like an excellent year for reestablishing ourselves as an economic development engine for our Community.

**File Attachments for Item:**

**A. JOINT RESOLUTION NO. 2022-01: A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

**JOINT RESOLUTION NO. 2022-01**

**A JOINT LOAN RESOLUTION OF THE CITY OF LIVINGSTON, AND PARK COUNTY, MONTANA, APPROVING A LOAN IN THE AMOUNT OF \$50,000.00, TOGETHER WITH INTEREST THEREON AT THE RATE OF 1.625 PER ANNUM ON THE UNPAID BALANCE OF THE PRINCIPAL UNTIL PAID, FROM THE AERONAUTICS DIVISION OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF MONTANA TO THE CITY OF LIVINGSTON, MONTANA, AND COUNTY OF PARK MONTANA, FOR THE PURPOSE OF CONSTRUCTION OF TAXIWAYS AT MISSION FIELD AIRPORT, IN LIVINGSTON MONTANA, PROVIDING FOR THE REPAYMENT OF THE LOAN TERMS THEREOF.**

\*\*\*\*\*

**WHEREAS**, the City of Livingston, and Park County, herein known as the “SPONSOR”, has approval from the Aeronautics Division of the Department of Transportation of the State of Montana, hereafter known as the “Division”, for a loan of State funds in the amount of \$50,000.00 together with interest thereon at the rate of 1.625 per annum of the unpaid balance of the principal until paid, for the purpose of Airport Improvements as described above; and

**WHEREAS**, the Division has prescribed the terms and conditions under which the loan is to be repaid, to wit: Said sum of \$50,000. together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, must be repaid to the Division, in annual installments in such payment amounts in accordance with the schedule of repayments as set forth in the repayment schedule attached hereto and marked EXHIBIT “A”; and

**WHEREAS**, the Sponsor accepts such Division monies and agrees to expend same upon such terms and conditions as are prescribed by the Division, and in accordance with the Airport aid Application Section Four (Representations) and Section Three (Sponsor Assurances) and by this reference incorporated herein as though fully set forth.

**NOW THEREFORE BE IT RESOLVED**, by the City Commission of the City of Livingston, and Park County Commission, known herein as Sponsor, as follows:

- 1) SPONSOR, hereby agrees to receive and expend such loan totaling \$50,000 for the improvements of the Mission Field Airport, located in Livingston, Montana, in the manner and form applied for, and as approved by the
- 2) That in consideration of said loan, that Sponsor, hereby obligates itself during the period of time as set forth in Exhibit "A", to repay to the Division, the loan of \$50,000.00, together with interest thereon at the rate of 1.625 per annum on the unpaid balance of the principal until paid, in annual installments in accordance with Exhibit "A". The first of said payments, in the amount as stated in Exhibit "A" will be made on or before the date set forth in Exhibit "A", in the full amount of the loan together with interest as aforesaid; and
- 3) The Sponsor shall have the right of prepayment of the principal and interest of the loan, or any part thereof, without penalty, at any time. Any prepayment shall be applied first to the interest then accrued at the time of payment and the balance of the payment shall be applied to the principal balance of the loan at the time of prepayment. Any prepayment of principal shall accordingly reduce the amount of interest to be paid on the loan. The prepayment shall not relieve the sponsor from making the next succeeding payment installment or installment when due until the total balance of the loan is paid in full.; and
- 4) Sponsor, in consideration of Said loan does hereby obligate itself to include within its budget for the period of time during which loan is to be repaid, sufficient funds to pay and discharge loan together with interest thereon in the amount as stated in Exhibit "A".

Unanimously passed and approved by the City Commission of the City of Livingston, this \_\_\_\_\_ day of February, 2022.

\_\_\_\_\_  
 MELISSA NOOTZ, Chair  
 Livingston City Commission

ATTEST:

APPROVED TO AS FORM:

FAITH KINNICK,  
Recording Secretary

COURTNEY LAWELLIN,  
City Attorney

Unanimously passed and approved by the Park County Commission this \_\_\_\_\_ day of  
February, 2022.

\_\_\_\_\_  
STEVE CALDWELL, Chair

ATTEST:

APPROVED TO AS FORM:

\_\_\_\_\_  
MARITZA REDDINGTON  
Park County Clerk and Recorder

\_\_\_\_\_  
SHANNAN PICCOLO  
Chief Deputy Park County Attorney


**Montana Department of Transportation**

Aeronautics Division  
2630 Airport Road  
PO Box 200507  
Helena MT 59620-0507

Greg Gianforte, Governor  
Malcolm "Mack" Long, Director

January 21, 2022

Livingston City Park Co  
LIVINGSTON Airport  
County Bldg, 414 E Callender  
Livingston, MT 59047

**Subject:** LIVINGSTON Federal/2023-Loan and Grant

Dear Clint Tinsley,

The Montana Aeronautics Board has considered your application for state airport financial assistance at its January 12, 2022 meeting in Helena. We are pleased to inform you the Aeronautics Board has approved funding in support of the work outlined in your application as follows:

Type of Work	Awarded Grant	Awarded Loan
Construct Taxiway	\$31,500	\$50,000

Grant and/or loan funds were awarded for one or more specific categories of work. By accepting grant or loan funds, you (the Sponsor) agree to utilize the awarded funds as specified in the above table.

Division grants may not exceed 100% of sponsor share of actual total project costs. Consequently, you are prohibited from retaining and must return grant funds that exceed 10% of the actual project cost. Division loans may not exceed 100% of sponsor share of actual total project costs. Consequently, you are prohibited from retaining and must return loan funds that exceed 10% of the actual total project cost. **In no case may you retain a combination of grant funds plus loan funds that exceeds 10% of the actual total project cost.**

**To obtain your grant and/or loan, the Aeronautics Division must receive the following documents by June 30, 2023:**

- 1) A signed certificate of sponsor's attorney (template enclosed)
- 2) A signed loan resolution (template enclosed)
- 3) A signed copy of the FAA grant offer applicable to this project

Alternatively, if you are unable to provide the above documents by the deadline, you may submit a request for an extension. **The request for an extension must be received in the Aeronautics Division office by May 19, 2023.**

Please be aware a Loan and Grant Status Report / Closeout Form will be required within 30 days after closure of the project or board-approved category of work, or within one year following fund distribution, whichever occurs earliest. If the project is not completed within one year following fund disbursement, the grant or loan recipient must provide a status report detailing the reason the project has not closed and projected closure date upon which the close-out report will be filed. In addition, Administrative Rules of Montana § 18.13.407(14) states "Any grant or loan recipient which fails to provide the close-out form, status report, or any requested reimbursement is not eligible for future grant or loan awards until the deficiency is remedied." An electronic Loan and Grant Status Report / Closeout Form is available on the MDT loan and grant website at the following location; <https://app.mt.gov/loangrant/Home/AccessCode>.



City

**Certificate of Sponsor's Attorney**  
**Airport Development Aid Application and Acceptance**

I, Courtney Lawellin, acting as attorney for the City of Livingston, Montana, (herein referred to as "SPONSOR") do hereby certify: \_\_\_\_\_

That I have examined the Airport Aid Application and the proceedings taken by SPONSOR relating thereto, and find that the acceptance of this offer by the SPONSOR has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana and in my opinion, the airport aid application constitutes a legal and binding obligation of the SPONSOR in accordance with the term set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Courtney Lawellin, Sponsor's Attorney

**Certificate of Sponsor's Attorney**

**Airport Development Aid Application and Acceptance**

I, Shannan Piccolo, acting as attorney for Park County Montana, (herein referred to as "SPONSOR") do hereby certify:

That I have examined the Airport Aid Application and the proceedings taken by SPONSOR relating thereto, and find that the acceptance of this offer by the SPONSOR has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Montana and in my opinion, the airport aid application constitutes a legal and binding obligation of the SPONSOR in accordance with the term set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Shannan Piccolo, Sponsor's  
Attorney

Printed Date: 01/21/2022

**EXHIBIT "A"**

**REPAYMENT SCHEDULE**

<b>OWNER NAME</b>	<b>City Of Livingston &amp; Park County</b>
<b>CITY NAME</b>	<b>Livingston</b>

**Fixed Principal Amortization Worksheet**

<b>LOAN AMOUNT</b>	\$50,000
<b>ANNUAL INTEREST RATE</b>	1.625%
<b>FIRST PAYMENT DATE</b>	03/01/2023
<b>LOAN PERIOD</b>	10
<b>LOAN REFERENCE NUMBER</b>	

<b>PAYMENT #</b>	<b>PAYMENT DUE</b>	<b>PAYMENT</b>	<b>PRINCIPLE</b>	<b>INTEREST</b>	<b>PRINCIPLE BALANCE</b>
**1	03/01/2023	\$5,812.50	\$5,000.00	\$812.50	\$45,000.00
2	03/01/2024	\$5,731.25	\$5,000.00	\$731.25	\$40,000.00
3	03/01/2025	\$5,650.00	\$5,000.00	\$650.00	\$35,000.00
4	03/01/2026	\$5,568.75	\$5,000.00	\$568.75	\$30,000.00
5	03/01/2027	\$5,487.50	\$5,000.00	\$487.50	\$25,000.00
6	03/01/2028	\$5,406.25	\$5,000.00	\$406.25	\$20,000.00
7	03/01/2029	\$5,325.00	\$5,000.00	\$325.00	\$15,000.00
8	03/01/2030	\$5,243.75	\$5,000.00	\$243.75	\$10,000.00
9	03/01/2031	\$5,162.50	\$5,000.00	\$162.50	\$5,000.00
10	03/01/2032	\$5,081.25	\$5,000.00	\$81.25	-
<b>TOTALS:</b>		\$54,468.75	\$50,000.00	\$4,468.75	

**\*\*Actual Interest for first payment will be prorated-You will receive an invoice for the correct amount owed**

**\* This is for planning purposes. Actual interest calculation may fluctuate slightly.**

**File Attachments for Item:**

**B. RESOLUTION NO. 5018: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP.**

**RESOLUTION NO. 5018**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A STANDARD AUDIT CONTRACT WITH AMATICS CPA GROUP.**

**WHEREAS**, the City of Livingston (the “City”) is audited every year pursuant to state law;

**WHEREAS**, the City has engaged Amatics CPA Group to conduct the yearly audits in the past and the City has been satisfied with Amatics CPA Group’s work;

**WHEREAS**, the previous contract entered into by and between the City and Amtacis CPA Group has expired,; and

**WHEREAS**, the City’s finance department and Amatics CPA Group desire to enter into the Standard Audit Contract attached hereto as Exhibit A, which contract will cover audits for the next three (3) years.

**NOW, THEREFORE**, be it resolved by the City Commission of the City of Livingston, Montana, as follows:

The City Manager is hereby authorized to enter into the Standard Audit Contract attached hereto as Exhibit A with Amatics CPA Group for audit services that will cover the next three (3) years.

Dated this 15<sup>th</sup> day of February, 2022.

\_\_\_\_\_  
**MELISSA NOOTZ – Chairperson**

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**FAITH KINNICK**  
Recording Secretary

\_\_\_\_\_  
**COURTNEY LAWELLIN**  
City Attorney

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 9<sup>th</sup> day of December, 2021, by and among

Amatics CPA Group

Certified Public Accountant ("Contractor"),

City of Livingston, Montana

Governmental Entity ("Entity"),

and the Montana Department of Administration, Local Government Services, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.

1. Effective Date: This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. Audit Period and Payment: This contract covers the following audit period(s): July 1, 2021 to June 30, 2024.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

- \$ 24,800 for initial (or sole) audit covering 07 / 01 / 21 to 06 / 30 / 22.
\$ 27,200 for subsequent audit covering 07 / 01 / 22 to 06 / 30 / 23.
\$ 30,600 for subsequent audit covering 07 / 01 / 23 to 06 / 30 / 24.

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. Peer Review: The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity’s financial statements in accordance with the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor’s opinion on the Entity’s financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards

- C. The Contractor shall perform tests of the Entity’s compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:

- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
- (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
- (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
- (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity’s applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State’s Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:

- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring “Student Count for ANB” reports; and
- (2) when applicable, the extracurricular funds for pupil functions.

- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.

- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email [LGSPortalRegistration@mt.gov](mailto:LGSPortalRegistration@mt.gov) to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email [OPIAuditReport@mt.gov](mailto:OPIAuditReport@mt.gov) to the attention of the OPI Auditor.

- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

**5. Entity’s Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal



controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
  - E. making all financial records and related information available to the Contractor;
  - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
  - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
  - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
  - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
  7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
  8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
  9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity’s control. The State will determine good cause or circumstances beyond the Entity’s control based on the facts of each case.
  10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
  - B. If the Entity’s accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor’s reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
  - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
  - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor’s Report.
11. **Auditor’s Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
  - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
  - D. a report on any supplementary or other information presented in the audit report. This report must be given in an “other matters” paragraph(s) of the auditor’s report on the financial statements (11.A. above), and shall identify, if applicable:
    - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
    - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, “in relation to” the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
      - a) schedule of school district “Student Count for ANB” required in paragraph 13.A.;
      - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;
      - c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph

12.A.; and

d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.

F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.

B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.

C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.

D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.

E. an Entity-prepared document, separate from the Contractor’s findings, that describes the Entity’s corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring

“Student Count for ANB” reports and as documented by the school district's enrollment records; a

- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
  - B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
  - C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
  - D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
  - E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
  - F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
  - G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor's audit

report. If the State determines that reporting requirements have not been met, it will notify the Entity and Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.

25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
26. **Workers' Compensation:** The Contractor certifies that it carries Workers' Compensation for its employees and that it has either elected Workers' Compensation or has an approved Independent Contractor's Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor's employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity's intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor's part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor's negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Insurance - Professional Liability:** The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept 'claims made' coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

29. **Compliance with Laws:**
- A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the

Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.l. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

- B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.
30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.
  31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State’s consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State’s consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity’s and the State’s sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor’s sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.



Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

**Certified Public Accountant**

Amatics CPA Group

Firm Name

By: Morgan Seam

Authorized Representative

Date: 12/9/2021

**Governmental Entity**

City of Livingston, Montana

Entity Name

By: \_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_

Approved By

Date: \_\_\_\_\_

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

406-823-6003 Telephone: Address: 220 E. Park St.  
(Street Address or P.O. Box)

Livingston, MT 59718  
(City/Town) (Zip Code)

Paige Fetterhoff, Director of Finance, pfetterhoff@livingstonmontana.org  
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : Amatics CPA Group

406-404-1925 Telephone: Address: 45 Discovery Drive  
(Street Address or P.O. Box)

Bozeman, MT 59718  
(City/Town) (Zip Code)

Morgan Scarr, CPA, Shareholder; mscarr@amaticscpa.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending  
June 30 \_\_\_\_\_, 2022 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 1, 2022

C. Date to submit final audit report  
to Entity and State: December 31, 2022

2. Time and Price for Engagement:

A. Estimated total hours - 200

B. Price for audit personnel \$ 24,800

Price for Travel \_\_\_\_\_

Price for typing, clerical \_\_\_\_\_

and report preparation \_\_\_\_\_

Total price for this \_\_\_\_\_

engagement \$24,800

- 3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_  
\_\_\_\_\_
- 4. Date Annual Financial Report or a trial balance will be available: September 1, 2022
- 5. Number of copies of audit report Contractor will provide to Entity: Electronic
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
\_\_\_\_\_  
\_\_\_\_\_
- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Amatics CPA Group  
Firm Name

By: Morgan Jean  
Authorized Representative

Date: 12/9/2021

**Governmental Entity**

City of Livingston, Montana  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

APPENDIX B

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

406-823-6003 Address: 220 E. Park St.  
Telephone: (Street Address or P.O. Box)

Livingston, MT 59047  
(City/Town) (Zip Code)

Paige Fetterhoff, Director of Finance, pfetterhoff@livingstonmontana.org  
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : Amatics CPA Group

406-404-1925 Address: 45 Discovery Drive  
Telephone: (Street Address or P.O. Box)

Bozeman, MT 59718  
(City/Town) (Zip Code)

Morgan Scarr, CPA, Shareholder; mscarr@amaticscpa.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2023 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 1, 2023

C. Date to submit final audit report to Entity and State: December 31, 2023

2. Time and Price for Engagement:

A. Estimated total hours - 200

B. Price for audit personnel \$ 27,200

Price for Travel \_\_\_\_\_

Price for typing, clerical and report preparation \_\_\_\_\_

Total price for this engagement \$ 27,200

3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_

4. Date Annual Financial Report or a trial balance will be available: September 1, 2023

5. Number of copies of audit report Contractor will provide to Entity: Electronic

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:


The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$\_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$\_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Amatics CPA Group  
Firm Name

By:   
Authorized Representative

Date: 12/9/2021

**Governmental Entity**

City of Livingston, Montana  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

APPENDIX C

Subsequent Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Livingston, Montana

406-823-6003 Telephone: Address: 220 E. Park St.  
(Street Address or P.O. Box)

Livingston, MT 59047  
(City/Town) (Zip Code)

Paige Fetterhoff, Director of Finance, pfetterhoff@livingstonmontana.org  
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : Amatics CPA Group

406-404-1925 Telephone: Address: 45 Discovery Drive  
(Street Address or P.O. Box)

Bozeman, MT 59718  
(City/Town) (Zip Code)

Morgan Scarr, CPA, Shareholder; mscarr@amaticscpa.com  
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:

A. This audit will cover the fiscal year(s) ending June 30, 2024 (and \_\_\_\_\_).  
(Month & Day) (Year) (Year)

B. Date to commence audit work: September 1, 2024

C. Date to submit final audit report to Entity and State: December 31, 2024

2. Time and Price for Engagement:

A. Estimated total hours - 200

B. Price for audit personnel \$ 30,600

Price for Travel \_\_\_\_\_

Price for typing, clerical \_\_\_\_\_

and report preparation \_\_\_\_\_

Total price for this \_\_\_\_\_

engagement \$ 30,600

3. The reporting entity contains the following discretely presented component units: \_\_\_\_\_

4. Date Annual Financial Report or a trial balance will be available: September 1, 2024

5. Number of copies of audit report Contractor will provide to Entity: Electronic

6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:  
\_\_\_\_\_  
\_\_\_\_\_

7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**OR**

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ \_\_\_\_\_) that is effective for the fiscal year(s) being audited.

**Certified Public Accountant**

Amatics CPA Group  
\_\_\_\_\_  
Firm Name

By: Morgan Scan  
\_\_\_\_\_  
Authorized Representative

Date: 12/9/2021

**Governmental Entity**

City of Livingston, Montana  
\_\_\_\_\_  
Entity Name

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

**Montana Department of Administration,  
Local Government Services**

By: \_\_\_\_\_  
Approved By

Date: \_\_\_\_\_

**File Attachments for Item:**

**A. DISCUSS/APPROVE/DENY: URA'S UPDATED GUIDELINES FACADE REPAIR AND RENOVATION PROGRAMS.**



Approved

GUIDELINES FOR URBAN RENEWAL AGENCY  
FAÇADE REPAIR AND RENOVATION PROGRAMS



**TABLE OF CONTENTS**

- I. Purpose and Overview
- II. Preliminary Eligibility Requirements
- III. Program Details
- IV. Miscellaneous Terms & Conditions
- V. Application Process
  - Exhibit A: Program Application
  - Exhibit B: Program Agreement

**I. PURPOSE AND OVERVIEW**

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

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

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

Those interested in acquiring funding for façade projects should become familiar with this document. Applicants will be required to comply with and follow the process set forth herein. Interested parties with questions or concerns should contact Lisa Harreld at the Livingston City Office, 823-6009.

**II. PRELIMINARY ELIGIBILITY REQUIREMENTS**

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

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

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

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

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

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

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

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

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

**CRITERIA FOR URBAN RENEWAL AGENCY FAÇADE GRANT PROGRAMS**

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

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

**III. PROGRAM DETAILS**

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

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

a. Façade Program. Applicants can request a one hundred percent (100%) payout (the “Façade Payout Option”), or **up to a 50%** grant (the “Façade Grant Option”). Each option is described in detail below.

- i. Façade Payout Option. In the event a project is approved for funding, the URA will reimburse participants for 100% of the project costs; provided, however, the total reimbursed project costs cannot exceed one thousand and no/100 dollars (\$1,000.00).
- ii. Façade Grant Option. In the event a project is approved for funding, the URA will reimburse the participant **up to 50%** of the total project costs up to \$100,000. The URA will calculate the reimbursement amount (the amount that is **up to 50%** of the total project costs) by using the accepted bid for the project, after subtracting any other grants received by the participant.

- Façade Grant Option Application Review. The following items (and others) will be considered in the grant application review process: (1) project scope; (2) previous grants or loans the applicant has received from the URA; (3) overall impact upon the District and other business owners in the District.

**IV. MISCELLANEOUS TERMS AND CONDITIONS**

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



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

6. ADDITIONAL LIMITATIONS ON ELIGIBILITY.

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

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

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

9. NON-DISCRIMINATION. Each participant must agree that all hiring in connection

with approved project(s) will be on the basis of merit and qualifications and that the participant will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

10. PREVAILING WAGES. Participants agree all laborers shall be paid the standard prevailing rate of wages, including fringe benefits, in effect and applicable to the district in which the work is being performed as determined by the Montana Department of Labor and Industry. Information about such wages and fringe benefits must be posted at the job site.
11. VOLUNTARY CONDITION. Participants are encouraged to display a sign (provided by the URA) for twelve (12) months after project completion that indicates funds from the City of Livingston and the URA were used on the project.
12. SEVERABILITY. Each provision of this document is intended to be severable. If any provision of this document is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this document.
13. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this document are inserted for convenience or reference only and shall not constitute part of this document or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
14. COMPUTING TIME. For the purpose of calculating time under this document, the following computation shall be used: If the period is stated in days or a longer

unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

**V. APPLICATION PROCESS**

1. Application Submission. After gathering the information required to be provided in connection with the application, interested parties shall submit an application to the URA which will review the application to make sure it complies with all requirements. Applications for the Livingston Redevelopment Agency Façade Program are available on the City of Livingston's website at [www.livingstonmontana.org](http://www.livingstonmontana.org). The completed application shall be accompanied by the following:

- a. Five copies of the selected bid for each aspect of the proposed project;
- b. Five copies of detailed drawings, plans or specifications for the proposed project;
- c. If a tenant is the applicant, a letter from the building owner demonstrating approval of the tenant's participation in the program;
- d. Any and all documents related to grant and/or funding programs the applicant has applied for or received for the project that are unrelated to the programs described herein;
- e. Completion of Budget Information Sheet; and
- f. Documentation demonstrating project approval from the Historical Preservation Committee.

2. URA Meeting Attendance. Upon approval of the application, applicants should attend the URA's next regularly-scheduled meeting to present the proposed project to the URA board. Interested parties should be prepared for a detailed discussion and questions regarding the proposed project. The application will then be placed on the agenda for the URA's next regularly-scheduled meeting as a consent item to be approved or denied by vote of the URA board.
  
3. Program Agreement Execution. If the URA approves the project for funding, participants will be required to enter into and execute a written agreement with the City of Livingston establishing the terms and conditions for participation in the specific program.

**File Attachments for Item:**

**B. DISCUSS/APPROVE/DENY: URA'S REQUEST TO APPROVE 2021-2022 URBAN RENEWAL BUDGET.**

## 2020/2021 Urban Renewal Budget

### URA Budget FY 2020-2021

\$300,000 Capital Outlay

\$185,350 Current downtown project

\$114.650 discretionary funds

Third Street Sidewalks (resident request) Shannon's idea	\$15,000
Project in Livingston-Artistic Utility/Traffic Signal Box Wrap	6,000
Five controller boxes: three large, two small	
Façade Program	60,450
Secretary: 12x \$100	1,200
Flower Baskets	12,000
Reserve for emergencies	20,000

**File Attachments for Item:**

C. PARKS & TRAILS COMMITTEES REQUEST FOR APPROVAL OF ADOPT-A-TRAIL LOGO.

December 28, 2021

To: Livingston City Commissioners  
Fr: Jeanne-Marie Souvigney, Chair, on behalf of Livingston Parks & Trails Committee

Dear Livingston City Commissioners,

Earlier this year, the City Commission approved \$5,000 of CARES Act funding to be awarded to the Livingston Parks and Trails Committee for logo development to be used on signs for parks and trails that currently have no identifying signs; Adopt A Trail/Park recognition signs for areas that have been ‘adopted’ by local groups, businesses or individuals for maintenance needs; and parks and trails system branding to provide consistency across our public spaces. In May, you approved a contract with Eubank Creative for that logo development.

The PTC went through several iterations of a logo design with Eubank Creative and held several public meetings to discuss draft designs and desired changes. Our goal was a logo that could be used on a variety of signs such as parks and trails identifying signs, Adopt-A-Trail/Park signs, wayfinding posts and elsewhere as the City desired, and that could be adapted as City needs changed.

Below is the result of that process. The PTC voted unanimously at its meeting in December to advance this logo to you for consideration and approval.

Thank you for your consideration. We look forward to working with City staff on next steps.

