



Livingston City Commission Agenda

June 29, 2026

4:00 PM

City Hall

220 E. Park Street
Livingston, MT 59047

<https://us02web.zoom.us/j/83979675288?pwd=BadjdVtzdWM1JFbxPp1xGgzaAKnYaq.1>

Meeting ID: 839 7967 5288

Passcode: 281148

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

4. 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)

5. Consent Items

6. Proclamations

7. Scheduled Public Comment

8. Action Items

A. RESOLUTION 5196: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY EASEMENTS GRANTED BY LIVINGSTON SCHOOL DISTRICT RELATED TO THE VIEW VISTA COMMUNITY WATER AND SEWER IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.

9. City Manager Comment

10. City Commission Comments

11. Adjournment

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 Chair. 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).

The Chair shall have the discretion to solicit comments from the public in the following order: (1) residents of the City, (2) business owners or operators in the City, (3) other organizations conducting operations in the City, and (4) residents, businesses or organizations from outside the City. The Chair may limit each person's comment period to not less than three (3) minutes.

- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Clerk. 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 City meetings, please contact the City Clerk at least 24 hours in advance of the specific meeting you are planning on attending.

File Attachments for Item:

A. RESOLUTION 5196: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY EASEMENTS GRANTED BY LIVINGSTON SCHOOL DISTRICT RELATED TO THE VIEW VISTA COMMUNITY WATER AND SEWER IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.



DATE: June 29, 2026
TO: Chair Nootz and City Commissioners
FROM: Grant Gager, City Manager
RE: Staff Report for Resolution 5196 Accepting Utility Easements

Recommendation and Summary

Staff recommends the Commission approve Resolution 5196 by adopting the following motion:

"I move to approve Resolution 5196 and authorize the Chair to sign."

The reasons for the recommendation are as follows:

- The City has water and sewer mains on school district property south of E Street.
- The dedication of certain easements is necessary to service and maintain the mains.

Introduction and History

The City has water and sewer mains on school district property south of E Street which provide service to the elementary and middle schools. However, despite the mains being in service for several decades, there is no record of an easement to allow maintenance.

Analysis

The granting of easements is required to ensure that access to constructed infrastructure is legally enforceable.

Fiscal Impact

There is no fiscal impact arising from these easement approvals.

Strategic Alignment

The operation and maintenance of infrastructure is critical to City operations.

Attachments

- Attachment A: Resolution 5196

RESOLUTION NO. 5196

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, ACCEPTING UTILITY EASEMENTS GRANTED BY LIVINGSTON SCHOOL DISTRICT RELATED TO THE VIEW VISTA COMMUNITY WATER AND SEWER IMPROVEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO SIGN ASSOCIATED DOCUMENTS.

WHEREAS The City has water and sewer mains on Livingston School District property at the south terminus of E Street; and

WHEREAS, the City requires utility easements for existing and proposed utilities within the area for the purpose of accessing, constructing, operating, maintaining and repairing said utilities, as applicable; and

WHEREAS, there is no record of such easements existing despite the utilities being in place,

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

That the City Commission hereby accepts the easements provided in the attached Exhibit A authorizes the City Manager to sign the easement documents.

PASSED AND ADOPTED by the City Commission of the City of Livingston, Montana, this ____ day of June, 2026.

MELISSA NOOTZ – Chair

ATTEST:

EMILY HUTCHINSON – City Clerk

APPROVED AS TO FORM:

JON HESSE – City Attorney

Return to:
City Clerk
City of Livingston
206 E. Park Street
Livingston, MT 59047

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WATER PIPELINE EASEMENT AND ACCESS AGREEMENT

The Undersigned, **Livingston School District**, of 132 S. B Street, Livingston, MT 59047, hereinafter referred to as "GRANTOR" for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to the **City of Livingston**, a Montana municipal corporation and political subdivision of the State of Montana, of 206 E. Park Street, Livingston, MT 59047, hereinafter referred to as "GRANTEE", its successors, assigns, lessees, licensees and agents, a perpetual easement (the "Easement"), with a width that ranges from 20 feet to 22.94 feet, that appurtenant to and runs with the land, to lay, construct, reconstruct, modify, change, add to, operate, maintain and remove a water pipeline and such facilities valves, hydrants, connections, accessories and appurtenances for the purposes of transmitting water, from time to time, as GRANTEE may require in, through, upon, over, under and across the following described land situated in Park County, State of Montana, which the GRANTOR owns.

A variable width easement in and across a portion of Plat 425, located in the Southeast quarter of Section 13, Township 2 South, Range 9 East, PMM, City of Livingston, Park County, Montana on file in the records of Park County, Montana.

The Easement is more particularly described in the attached **Exhibit A** which is incorporated herein by reference.

GRANTOR further conveys to GRANTEE, its successors, permittees, licensees, and assigns and its and their agents and employees the following rights:

- 1) The right of the GRANTEE, to enter at all times upon the above-described land Easement by using existing roads or trails or otherwise by a route causing the

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least damage and inconvenience to the GRANTOR in order to perform the functions set for herein and in order to survey and establish the route and location of the easement and the pipeline.

2) Construct, operate, patrol, repair, substitute, remove, enlarge, replace, and maintain the pipeline, services, hydrants, connections, accessories and appurtenances.

3) Trim, remove, destroy, or otherwise control any trees and brush inside or outside the boundaries of the easement which may, in the opinion of the GRANTEE, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of the pipeline.

4) Grade the land subject to this easement and extend the cuts and fills of this grading into and on the land adjacent to that which is subject to this easement to the extent GRANTEE may find reasonably necessary.

THE GRANTEE AGREES:

1) That, in connection with the construction, operating, patrolling, repairing, substituting, removing, enlarging, replacing, and maintaining of said water pipeline, it will repair or replace, at its sole expense, or pay to GRANTOR the reasonable value of any damages to asphalt, existing fences, ditches and other appurtenances of said land that may be disturbed by its operation.

2) That, during operations involving excavation, it will sawcut and remove asphalt from the trenching area. It will remove from the site any large rocks or surplus excavating material or any debris that may have been exposed by the excavation and remains after backfilling is completed.

3) That, except in cases of emergency, GRANTEE shall provide reasonable advance notice to GRANTOR to access the easement for construction, maintenance, operations, alterations, additions, repairs, replacement, and/or removal of its sewer pipeline, including but not limited to trimming trees and vegetation in, on or about the Easement area. Prior to performing work related to the water pipeline, GRANTEE shall consult and collaborate with GRANTOR to ensure that the impact of such work will minimize damage and disruption to GRANTOR's property and the Easement area. GRANTEE shall be responsible to provide for appropriate measures to address public safety, signage, detours, and site repair each time it accesses the Easement area. GRANTEE agrees that its construction, maintenance, operations, alterations, additions, repairs, replacement, and/or removal of its water pipeline shall not diminish GRANTOR's use of the property subject to the Easement. GRANTEE shall take all reasonable measures to limit and mitigate the damage to GRANTOR's property in performing any work on the Easement area.

(4) That GRANTEE agrees to indemnify, defend, and hold GRANTOR, its officers, agents, and employees harmless from any costs, liability, expense, or damage of any kind, in any way arising out of GRANTEE's construction, operation, maintenance, replacement, upgrade, and removal of sewer pipeline.



THE GRANTOR AGREES:

- 1) At no time will it build, construct, erect or maintain any permanent structure within the boundaries of said Easement without the prior written consent of GRANTEE.
- 2) At no time will it modify the finished grade of the land over the pipeline by removal of existing soil or by placement of fill material within the boundaries of said Easement without the prior written consent of the GRANTEE.
- (3) The GRANTOR warrants that it is lawfully seized and possessed of the real property described above, that it has a lawful right to convey the property, or any part of it, and that it will forever defend the title to this property against the claims of all persons.
- (4) The GRANTEE may peaceably hold and enjoy the rights and privileges herein granted without any interruption by the GRANTOR. The terms, covenants and provisions of this Easement and Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.
- (5) The GRANTOR retains the right to use the area in which the Easement is located for any and all other purposes, provided that such use does not interfere with the construction, operation, maintenance, replacement, upgrade, and removal of the water pipeline.

The rights, conditions and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The undersigned have authority to sign this Agreement on the behalf of the Livingston School District and the City of Livingston.

DATED this 23 day of June, 2026.

GRANTOR:

Livingston School District

By: 
Chad Johnson

Its: School District Superintendent

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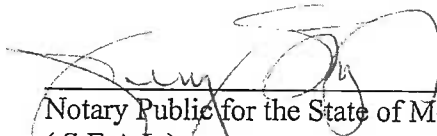
STATE OF MONTANA)

:SS

County of Park)

On this 23 day of June, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Chad Johnson, School District Superintendent for the Livingston School District**, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

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

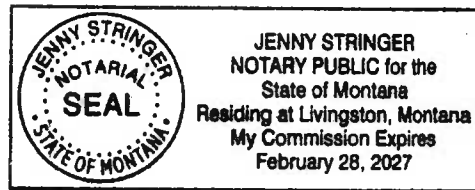


Notary Public for the State of Montana.
(SEAL)

GRANTEE:

City of Livingston

By: _____
Malissa Nootz
Its: City Commission Chair



STATE OF MONTANA)

:SS

County of Park)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public for the State of Montana, personally appeared **Melissa Nootz, City Commission Chair**, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

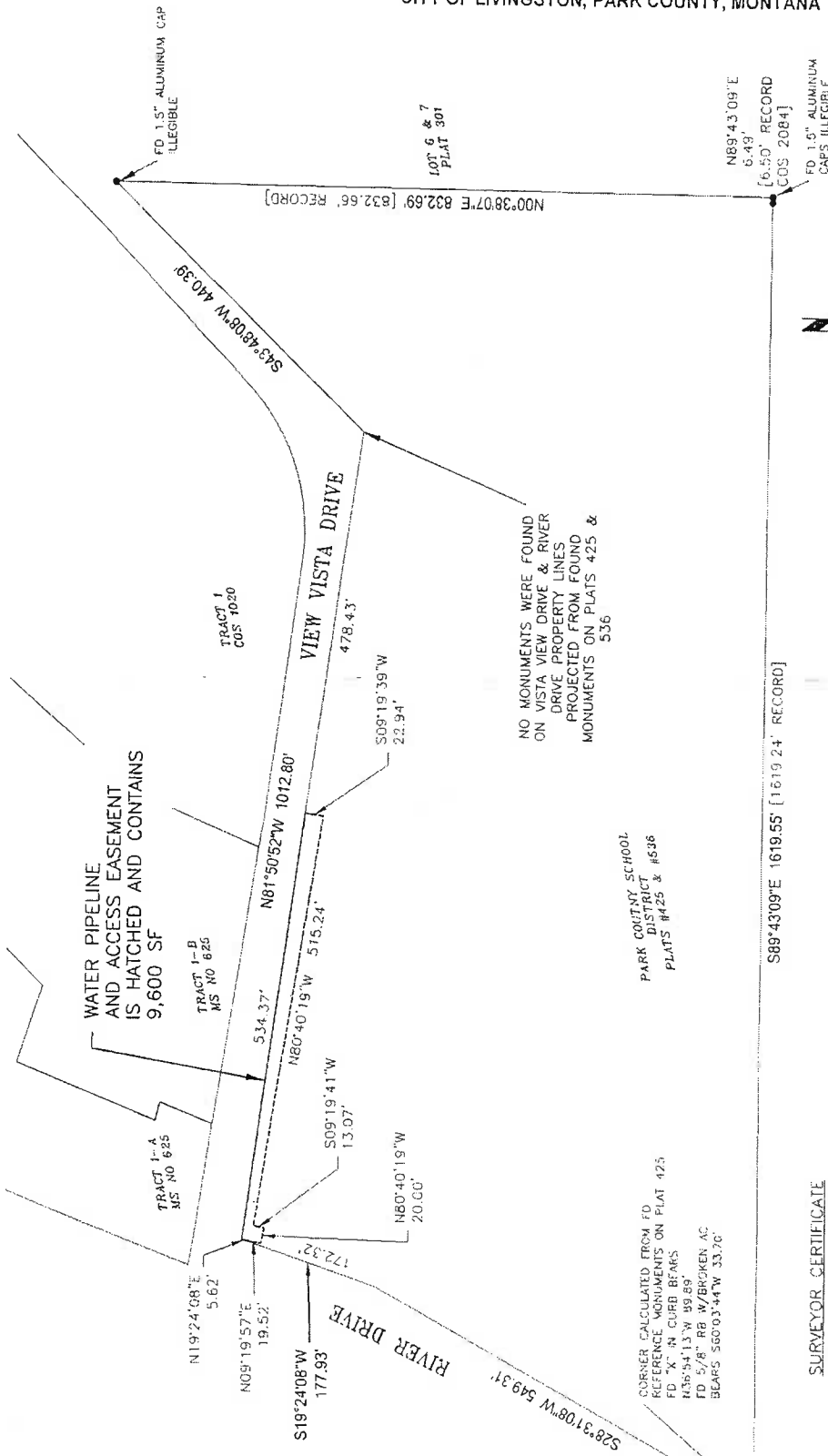
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

EXHIBIT A
WATER PIPELINE AND ACCESS EASEMENT
ACROSS A PORTION OF PLAT 425
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 9 EAST, P.M.M.
CITY OF LIVINGSTON, PARK COUNTY, MONTANA

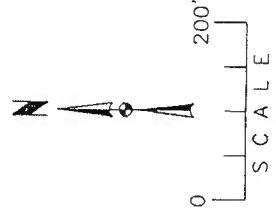
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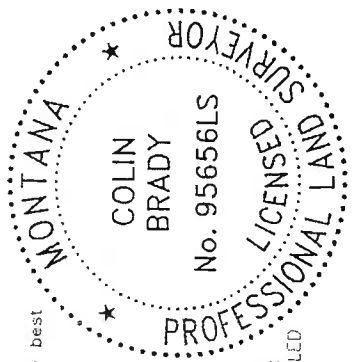
NO MONUMENTS WERE FOUND
ON VISTA VIEW DRIVE & RIVER
DRIVE PROPERTY LINES
PROJECTED FROM FOUND
MONUMENTS ON PLATS 425 &
536

CORNER CALCULATED FROM FD
REFERENCE MONUMENTS ON PLAT 425
FD "X" IN CURB BEARS
N36°54'13\" W 99.89'
FD 5/8\" RB. W/BROKEN AC
BEARS 560'03\"44\" W 33.70'

PARK COUNTY SCHOOL
DISTRICT
PLATS #425 & #536



BEARING BASIS: BIG TUBER 63
COORDINATE SYSTEM AS DETERMINED BY
SURVEY GRADE GPS RECEIVERS WITH THE
CENTRAL MERIDIAN RUNNING THROUGH
LAT. 44°00'00\" N, LONG 110°00'00\" W.



SURVEYOR CERTIFICATE

I, Colin Brady, do hereby certify that this exhibit is based
field work performed by me or under my direct
supervision between 2016 and 2025, and that the
information shown hereon is true and correct to the best
of my knowledge.

Dated this 12th day of June, 2026

Colin Brady

Colin Brady, PLS
Montana License No. 95656 LS

THIS EXHIBIT SHOULD BE CONSIDERED PRELIMINARY &
SHOULD NOT BE RECORDED UNLESS SIGNED AND SEALED



DRAWN BY:	CJB
QUALITY CHECK:	
DATE:	6/12/26
FB:	
JOB NO.	B24-068
CAD NO.	B24-068PLAT425X1.dwg
LAYOUT:	