



# Livingston City Commission Special Meeting Agenda

April 22, 2022

8:00 AM

Via Zoom

<https://us02web.zoom.us/j/84653506611?pwd=eXdJNUNPaHU4ckhONetyKzBHOHE3dz09>

MEETING ID: 846 5350 6611 **Passcode: 799988** Call In: (669) 900-6833

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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

5. Proclamations

6. Scheduled Public Comment

7. Public Hearings

*Individuals are reminded that testimony at a public hearing should be relevant, material, and not repetitious. (MCA 7-1-4131 and Livingston City Code Section 2-21)*

8. Ordinances

9. Resolutions

10. Action Items

**A. DISCUSS/APPROVE/DENY: REVIEW AND APPROVE THE ATTACHED RETENTION AGREEMENT WITH UGRIN ALEXANDER, ZADICK, P.C.**

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.

# UGRIN ALEXANDER ZADICK, P.C.

**GARY M. ZADICK  
ROGER T. WITT  
KEVIN C. MEEK  
JORDAN Y. CROSBY**

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**ANDREW T. NEWCOMER  
JAMES R. ZADICK  
SETH T. BONILLA**

April 18, 2022

**VIA EMAIL ONLY**

Chairperson Melissa Nootz  
Livingston City Commission  
[mnootz@livingstonmontana.org](mailto:mnootz@livingstonmontana.org)

RE: Engagement Letter

Dear Chairperson Nootz:

The purpose of this letter is to confirm retention of Ugrin Alexander Zadick, P.C. (the "Firm," "we" or "our") to serve as special counsel and legal advisor to the Livingston City Commission pursuant to § 7-4-4605, MCA. Below are the terms of the engagement:

1. **Nature of Engagement:** We will provide legal services professionally and efficiently, consult with all appropriate parties concerning the goals of representation, and keep the appropriate representatives advised about the services provided and about actions taken on the Commission's behalf, against the Commission and City, by other parties, or the courts that impact the representation. Of course, we cannot guarantee that we will always be successful in achieving the goals of the representation.

2. **Fees:** Our services are billed on an hourly basis, in minimum units of 0.1 hours. I will be the primary contact and my hourly rate is \$215 per hour. I may from time to time be assisted by other staff including associate attorneys (who will be billed at \$195) and paralegal staff (who will be billed at \$110 per hour). Our billing rates are subject to adjustment from time to time, usually in January of each year.

3. **Costs:** In addition to our fees, our statements will include allowable charges for costs and expenses incurred in performing our services, including, but not limited to, printing and reproduction services, mail, messenger and delivery services, computerized research, travel (including mileage, parking, air or rail fare, lodging, meals, taxi, Uber, Lyft, or car rental), consultant fees, expert witness fees, facsimile or data transmission, secretarial and support staff overtime, court reporter fees, court costs, filing fees, service fees, or other similar items.

4. Statements: Unless directed otherwise, we will email our monthly billing statements directly to you. Our statement will detail the services performed and expenses incurred. If there are questions or concerns about any statement, please call us immediately. Prompt payment is appreciated. The Firm expects that statements will be paid within 30 days.

5. Client Documents: We will maintain any necessary documents (including any electronic copies) relating to our services in our client file. At the conclusion of the term of engagement (or earlier, if appropriate), it is the City's obligation to advise us as to which, if any, of the documents in our file it wishes us to make available. These documents will be delivered within a reasonable time after receipt of payment for outstanding fees, subject to applicable rules of attorney conduct. We will retain any remaining documents in our file for a certain period of time, after which we will destroy them in accordance with our record retention program.

6. Termination of Representation: Use of our services may be discontinued or changed to other counsel at any time. Notice of such a change should be in writing to the Firm. Such termination shall not change, however, the obligation to pay for all services already rendered, including work in progress, and remaining incomplete at the time of termination, and to pay for all expenses incurred through the date of termination.

7. Withdrawal of Representation: We reserve the right to withdraw from our representation if our bills are not paid when due, or if the Commission fails to honor the terms of the engagement letter, fails to cooperate or follow our advice on a material matter, or if it insists that we pursue objectives that we consider repugnant, imprudent, unprofessional, or unethical. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in the above matter and you agree to take all steps necessary to perfect our withdrawal, and further that we will be entitled to be paid our services rendered and costs or expenses incurred on your behalf through the date of withdrawal. If requested, we will suggest possible successor counsel and provide it with whatever documents you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

We appreciate the chance to be of service and look forward to working on behalf of the Commission. If you are agreeable with the terms as outlined above, please sign and date this letter and return to my office. If you have any questions, please feel free to contact me. Thank you.

Sincerely Yours,

UGRIN ALEXANDER ZADICK, P.C.

*/s/ Jordan Y. Crosby*

Jordan Y. Crosby  
[jyc@uazh.com](mailto:jyc@uazh.com)

April 18, 2022

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The engagement of Ugrin Alexander Zadick, P.C., is hereby accepted and agreed to on this \_\_\_\_\_ day of April, 2022.

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Chairperson Melissa Nootz  
Livingston City Commission