

## **RETAINER AGREEMENT**

I, City of Minot, agree to engage the services of Ohnstad Twichell, P.C., to act as my legal counsel and to represent me in the following matter: To advise on modifications to the City's current liquor license ordinances.

I agree to pay attorneys' fees as follows: up to \$215.00 per hour for all legal services rendered. I agree to pay up to \$180.00 per hour for a legal assistant to work on this matter. I agree that associate legal counsel may be employed at the discretion of Ohnstad Twichell, P.C., and that any attorneys so employed may be designated to appear on my behalf or undertake my representation in this matter. Payment of attorneys' fees for any such associate counsel shall be governed by the provisions set forth above. Ohnstad Twichell, P.C., may increase its hourly fees during January of each year, and I understand I will be given reasonable notice of any such increases and that this Retainer Agreement shall be subject to any such increases.

I understand that Ohnstad Twichell, P.C., will charge me for legal services including, but not limited to the following: 1) office time and court time; 2) telephone contact with me, attorneys, and other relevant persons; 3) review of and preparation of correspondence; 4) preparation of documents; 5) legal research; 6) office conferences; 7) court appearances; 8) opening and closing the file; and 9) travel time to and from locations away from the offices of Ohnstad Twichell, P.C., at the hourly rate stated in the preceding paragraph. I understand that I will be billed on time spent on my case. I understand that Ohnstad Twichell, P.C., has made no estimate of the amount of legal services or the total amount of fees and costs my matter will require. Further, I agree that I will be billed for all telephone calls to any tenth of an hour to which the call extends and I will be billed a minimum of one-tenth (1/10th) for each telephone call. Ohnstad Twichell, P.C., may bill non-emergency, unrequested telephone calls, emails, or text messages to the attorney's personal telephone at a minimum charge of five-tenths of an hour (.5).

I agree that in addition to the above attorneys' fees, all court costs, service of process costs, subpoena costs, photos, depositions, court reporter costs, expert fees, legal computer research expenses, reports, witness statements, filing fees, travel expenses (including auto mileage at IRS rate), long distance telephone charges, postage, facsimile charges, copying charges, and all other out-of-pocket expenses, including but not limited to meals and lodging, incurred in investigating this matter shall be paid by me in addition to the hourly fees for attorneys' services. I understand that Ohnstad Twichell, P.C., may not advance any expert fees and expenses.

I understand my attorney will provide me with copies of all pleadings and correspondence when they are received or sent by my attorney. I agree to pay the cost of additional copies of my attorney's file or the cost of electronically retrieving copies in the event that I or my representative requests my file. Accordingly, I agree that my records may be retained by Ohnstad Twichell, P.C., during and subsequent to active representation, in a format selected by them, whether by paper file or electronic file. I also understand after the representation concludes, Ohnstad Twichell, P.C., will return any original documents to me and keep only an electronic copy, and I may request copies of my file. I further understand, after one (1) year, my paper file will be destroyed by Ohnstad Twichell, P.C., without further notice to me, and my file will remain in electronic form.

I understand that Ohnstad Twichell, P.C., cannot guarantee the results of any proceeding, and I acknowledge that no representations have been made by Ohnstad Twichell, P.C., about the outcome of this matter.

As part of this Retainer Agreement, I agree to pay my fees on a timely basis, which is within ten (10) days of receipt of my bill. I understand that I will receive monthly billings for accrued fees and costs. I understand that statements not paid within thirty (30) days of the statement date shall bear a late charge of one-half percent (.5%) per month until paid. Any objection I have to items listed on the bills for services rendered or costs must be brought to my Attorney's attention by me within thirty (30) days of the date of the bill; otherwise, the bill is deemed to be proper and accurate as sent. In the event it becomes necessary for Ohnstad Twichell, P.C., to bring suit to collect its fees and costs, as set out in this Retainer Agreement, I agree to pay all costs of collections including time spent by Ohnstad Twichell, P.C., equivalent to reasonable attorneys' fees.

I further agree that Ohnstad Twichell, P.C., at their discretion, may withdraw as my counsel if, after undertaking this matter, it is their opinion that they are unable to continue representation of me for any reason, provided all procedures required by applicable state law or court rule, if any, are followed. Some examples of reasons for withdrawal include, but are not limited to, my failure to cooperate or communicate with counsel, my failure to follow counsel advice, or any request by me which would require counsel to violate the Rules of Professional Conduct. I specifically agree that my failure to make payment for fees and costs promptly when billed shall constitute sufficient cause for Ohnstad Twichell, P.C., at their discretion, to withdraw as my counsel. In this regard, I agree that I will make myself available to communicate regularly and as requested with my attorney by means including, but not limited to, in person, telephone, email, facsimile, text messaging, and other such means.

This Retainer Agreement shall be governed by North Dakota law and enforcement shall be venued in East Central Judicial District Court, Fargo North Dakota, and I agree that I shall voluntarily submit to the jurisdiction of the North Dakota court.

I acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this Retainer Agreement with the attorney. I fully understand the terms of the Retainer Agreement and will receive a copy of it. I have entered into this Retainer Agreement freely and voluntarily without coercion or duress; I am not under the influence of any substance or person that would cause me to enter into this Retainer Agreement against my free will or better judgment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

\_\_\_\_\_  
Mayor, City of Minot

ATTEST:

---

\_\_\_\_\_  
City Clerk, City of Minot

The aforementioned employment is hereby accepted on the terms stated above. The client will receive a full copy of this Retainer Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Katie J. Schmidt  
Ohnstad Twichell, P.C.  
444 Sheyenne Street, Suite 102  
P.O. Box 458  
West Fargo ND 58078-0458  
Telephone: (701) 282-3249  
Facsimile: (701) 282-0825  
E-mail: [kschmidt@ohnstadlaw.com](mailto:kschmidt@ohnstadlaw.com)