

**LOCKRIDGE  
GRINDAL  
NAUEN**  
P.L.L.P.

Attorneys at Law

[www.locklaw.com](http://www.locklaw.com)

**MINNEAPOLIS**  
Suite 2200  
100 Washington Avenue South  
Minneapolis, MN 55401-2179  
T 612.339.6900  
F 612.339.0981

**WASHINGTON, D.C.**  
Suite 210  
415 Second Street, N.E.  
Washington, D.C. 20002-4900  
T 202.544.9840  
F 202.544.9850

**H. Theodore Grindal**

[htgrindal@locklaw.com](mailto:htgrindal@locklaw.com)

Direct: 612-596-4038

REPLY TO MINNEAPOLIS

December 22, 2015

Clark Arneson, City Manager  
City of Blaine  
10801 Town Square Drive NE  
Blaine, MN 55449

Re: Retainer agreement for Government Relations Services

Dear Mr. Arneson:

This letter confirms that the City of Blaine wishes to retain the law firm of Lockridge Grindal Nauen P.L.L.P. (hereafter "LGN") and its government relations team to assist the City of Blaine in its legislative bonding request for the 105<sup>th</sup> Street Project.

LGN will bill the City of Blaine professional fees in six equal installments in the amount of \$5,000.00 per month, beginning in January 2016, for a total project fee of \$30,000.00. LGN will also bill the City of Blaine for all pre-approved reasonable and incidental expenses incurred on behalf of the City of Blaine. Any expenses over \$250.00 must be preapproved by the City of Blaine.

The City of Blaine will be billed for fees and expenses on a monthly basis, and LGN expects payment within twenty (20) days of billing. The City of Blaine has the right to terminate LGN's services at any time. In the event the City of Blaine does terminate LGN's services prior to the end of any given month, it will still be responsible for the unpaid prorate fees and expenses LGN incurred on its behalf, for work performed, in the month in which notice was given.

Should LGN's level of engagement change significantly beyond the services outlined as discussed in our meeting on Thursday, December 10, 2015 and via phone, LGN and the City of Blaine will mutually agree to re-negotiate the scope of services and corresponding monthly retainer.

If the terms and conditions as set forth in this retainer agreement are acceptable, please sign and date where indicated below and return the original. If you have any questions regarding this letter or any other matter, please do not hesitate to call me. We are honored to have the opportunity to represent the City of Blaine and look forward to working with you and your team.

Clark Arneson, City Manager  
December 22, 2015  
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Sincerely,

H. Theodore Grindal

**I HAVE READ AND AGREE WITH THE FOREGOING:**

City of Blaine

By: \_\_\_\_\_  
Clark Arneson, City Manager

Dated: \_\_\_\_\_