



City of Blaine

City Council Workshop

June 1, 2026 | 5:30 PM
Blaine City Hall
10801 Town Square Drive NE
Blaine, MN 55449

AGENDA

NOTICE OF WORKSHOP MEETING

In accordance with the provisions of Section 3.01 of the Blaine City Charter, a Council Workshop meeting is scheduled for the following purpose:

- 1. Call to Order**
- 2. Roll Call**
- 3. New Business**
 - 3.1.** 2026-115 Municipal Cannabis Partnership Update (45 Minutes)
Sponsors: Ruth Tucker, Economic Development Specialist
 - 3.2.** 2026-116 City Attorney Contracts (30 Minutes)
Sponsors: Scott Johnson, Director of Administrative Services
- 4. Other Business**
 - 4.1.** 2026-117 Early Voting Locations (15 Minutes)
Sponsors: Cathy Sorensen, City Clerk
- 5. Adjournment**



City of Blaine Staff Report

File Number: 2026-115

Agenda Date	Status
In Control	File Type
June 1, 2026	
City Council	Workshop Item

New Business - Ruth Tucker, Economic Development Specialist

Agenda Item # 3.1

Municipal Cannabis Partnership Update (45 Minutes)

Background

Council has held multiple discussions regarding the selection of an operating partner for the City's municipal cannabis retailer license, including review of materials submitted by Voyageur Cannabis and a presentation from the City of Anoka regarding its municipal cannabis operation and potential partnership approach. At the previous meeting, council directed staff to further vet Voyageur Cannabis and continue discussions with the City of Anoka to better understand potential partnership terms.

Both Voyageur Cannabis and the City of Anoka have expressed interest in partnering with Blaine to operate a cannabis retail facility under the City's municipal license. Each option presents a different operational structure for Council's consideration.

Additional information will confidentially be provided to Council prior to the workshop.

Staff Recommendation

Select an operating partner and authorize staff to proceed with a Letter of Intent.

Questions for Council

1. Does council have any questions or concerns regarding the information presented for Voyageur or the City of Anoka?
2. Does council want to move forward with either proposal?

Attachment List

None



City of Blaine Staff Report

File Number: 2026-116

Agenda Date	Status
June 1, 2026	
In Control	File Type
City Council	Workshop Item

New Business - Scott Johnson, Director of Administrative Services

Agenda Item # 3.2

City Attorney Contracts (30 Minutes)

Background

The current contracts for both civil and prosecution services with Eckberg and Lammers will end on December 31, 2026. In 2018, a request for proposals was conducted with seven proposals received, and three firms selected for interviews. City Council directed staff to present contracts for both civil and criminal prosecution with Eckberg and Lammers for approval at the October 4, 2018, City Council meeting. In 2023, the city council discussed whether to continue services with Eckberg Lammers or go out for RFP for legal services. The council chose to continue services with Eckberg and not do an RFP. Eckberg submitted a proposal for a three-year renewal of the contracts which commenced January 1, 2024, through December 31, 2026. The 2024-2026 criminal prosecution agreement included a 3% increase each year of the contract. The 2026 annual fee for prosecution is \$300,000.

Given the expiration of the contract, the council can choose to go out for RFP or continue services with Eckberg and negotiate a contract. If the council chooses to continue services with Eckberg, the 2027 rate will be provided in a proposal from Eric Larson at Eckberg and Lammers (staff will provide the proposal when received). Currently, the city has a hybrid agreement for civil legal services which includes a monthly retainer and an hourly rate. The hourly rate is dependent on the type of legal services required. The proposal is attached and explains the fees in greater detail.

Staff Recommendation

Questions for Council

Is the City Council supportive of placing the contract renewals for criminal prosecution and civil legal services on a future regular meeting agenda for consideration or does the Council desire to do an RFP for legal services?

Attachment List

1. 2027-2029 Proposed Rates
2. 2024-2026 Criminal Legal Services Contract
3. 2024-2026 Civil Legal Services Contract

**CITY OF BLAINE
ECKBERG LAMMERS RATE SCHEDULE 2027-2029 (PROPOSED)**

CIVIL MUNICIPAL LEGAL SERVICES - RETAINER

2024 - 2026	CURRENT RETAINER	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$4,000 per month
Year 2	Jan 1, 2025 – Dec 31, 2025	\$4,250 per month
Year 3	Jan 1, 2026 – Dec 31, 2026	\$4,500 per month

2027 – 2029	PROPOSED RETAINER	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$4,750 per month
Year 2	Jan 1, 2028 – Dec 31, 2028	\$5,000 per month
Year 3	Jan 1, 2029 – Dec 31, 2029	\$5,250 per month

GENERAL CIVIL MUNICIPAL LEGAL SERVICES - HOURLY

2024 – 2026	CURRENT ATTORNEY RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$175 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$182.50 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$190 per hour

2027 - 2029	PROPOSED ATTORNEY RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$205 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$215 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$230 per hour

2024 – 2026	CURRENT PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$110 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$115 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$120 per hour

2027 – 2029	PROPOSED PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$130 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$140 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$155 per hour

Stillwater Office
1809 Northwestern Avenue
Stillwater, MN 55082

Hudson Office
430 Second Street
Hudson, WI 54016

Bloomington Office
7760 France Avenue S, #830
Bloomington, MN 55435

Phone (MN) 651-439-2878
Phone (WI) 715-386-3733
Fax 651-439-2923

SPECIALIZED CIVIL LEGAL SERVICES – HOURLY

2024 – 2026	CURRENT ATTORNEY RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$235 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$245 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$255 per hour

2027 - 2029	PROPOSED ATTORNEY RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$265 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$275 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$290 per hour

2024 – 2026	CURRENT PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$150 per hour
Year 2	Jan 1, 2025 – Dec 31, 2025	\$155 per hour
Year 3	Jan 1, 2026 – Dec 31, 2026	\$160 per hour

2027 – 2029	PROPOSED PARALEGAL / LEGAL ASSISTANT RATES	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$175 per hour
Year 2	Jan 1, 2028 – Dec 31, 2028	\$185 per hour
Year 3	Jan 1, 2029 – Dec 31, 2029	\$195 per hour

PROSECUTION MONTHLY RETAINER

2024 - 2026	CURRENT RETAINER	
Year 1	Jan 1, 2024 – Dec 31, 2024	\$22,660.00 per month
Year 2	Jan 1, 2025 – Dec 31, 2025	\$22,338.08 per month
Year 3	Jan 1, 2026 – Dec 31, 2026	\$24,038.22 per month

2027 – 2029	PROPOSED RETAINER	
Year 1	Jan 1, 2027 – Dec 31, 2027	\$24,759.37 per month
Year 2	Jan 1, 2028 – Dec 31, 2028	\$25,749.75 per month
Year 3	Jan 1, 2029 – Dec 31, 2029	\$26,779.74 per month

**CONTRACT FOR CRIMINAL PROSECUTION
LEGAL SERVICES**

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Blaine (hereinafter "City"), 10801 Town Square Drive NE, Blaine, MN 55449 and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide criminal prosecution legal services to the City.

RECITALS

1. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.
2. The Law Firm agrees to provide criminal prosecution legal services to the City on a monthly flat fee retainer paid by the City to the Law Firm.
3. The monthly flat fee retainer rates identified in the proposal submitted by the Law Firm are as follows:

	2024	2025	2026
Yearly	\$271,920.00	\$280,057.00	\$288,458.71
Monthly	\$22,660.00	\$23,338.08	\$24,038.23

Expenses to be Billed:

The City will reimburse the Law Firm for the actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement. These costs and expenses included but are not limited to:

- Process Server Fees
- Court Filing Fees
- Court Reporter Transcription Fees

The Law Firm will not charge for the following:

- Office Supplies
- Printing Expenses
- Prosecution Meetings

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

TERMS

Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a) Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Manager, Police Chief, and other authorized staff on general criminal legal matters.
- b) Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Manager, Police Chief or other authorized staff; availability to answer staff questions by telephone,
- c) Legal consultation and general support for the Mayor, Council Members, City Manager, Police Chief and other authorized staff on general criminal legal matters.
- d) Provide a high level of customer service by responding in a prompt manner.
- e) Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- f) Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- g) Prepare criminal complaints where facts warrant.
- h) Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- i) Prepare appropriate pre-trial notices as required,
- j) Seek such additional investigation as required.
- k) Negotiate and enter plea bargains where deemed advisable.

- l) Represent the City at all pre-trial hearings including motions.
- m) Perform all legal research and prepare briefs when required.
- n) Try all jury and court trials.
- o) Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- p) Review ordinances as requested.
- q) Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- r) Ensure proper notification and preparation of witnesses, police officers and staff for trial.
- s) Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- t) Handle all criminal appeals and contested DWI forfeitures matters.

Conflict of Interest and Attorney/Client Privilege:

- a) **Conflict of Interest:** If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.
- b) **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

Prosecution Services Billing Format, Cycle, Payment Expectations and Term of Contract.

Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.


Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm’s monthly statement.

City Approval and Term of Contract: The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2024, to December 31, 2026. This contract may be terminated by either party upon sixty days written notice.

THE CITY OF BLAINE

By: 
Mayor

Dated: December 18, 2023

By: 
City Manager

Dated: December 18, 2023

ECKBERG LAMMERS, P.C.

By: _____

Dated: _____

CONTRACT FOR CIVIL LEGAL SERVICES

This Agreement is entered into by and between The City of Blaine (hereinafter "City"), 10801 Town Square Drive, Blaine, MN 55449, and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm provide civil legal services to the City.

RECITALS

WHEREAS, The City and Law Firm are currently subject to a Contract for Civil Legal Services, which extends through December 31, 2023.

WHEREAS, The Law Firm has requested, and the City has agreed, to amend the Contract for Civil Legal Services extending the term of the Agreement and modifying the rates for General Civil Services, Other Civil Services, and adding new provisions relating to Development Matter Legal Services relating to pass through development work. Accordingly, this Agreement supersedes all prior contracts and Agreements between the City and the Law Firm.

TERMS

NOW THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and for other good and sufficient consideration, the parties agree to the following:

1. Engagement. City does hereby agree to extend the engagement of the Law Firm to perform civil legal services on behalf of the City as set forth and upon the terms contained herein.
2. Scope and Nature of General Civil Services. The parties agree to the following description of the nature of the general civil services to be provided by the Law Firm to the City under the retainer fee:

Attend all regularly scheduled City Council meetings and three City Council workshop meetings per month; attendance at other City, Economic Development Authority, Commission, or Committee meetings, as requested by the City Council or City Manager; attendance at office hours in City Hall as requested by the City Manager; Provide the ordinary and usual day-to-day city legal work including; legal opinions and reports; non-appellate research; ordinance review and amendments; standard contract and lease review; and consultations with administrative staff, city council, and city employees.

3. Scope and Nature of Specialized Civil Legal Services. The parties agree to the following description of the nature of the Specialized Civil Legal Services to be provided by the Law Firm at the request of the City:

Legal services in connection with civil litigation or potential civil litigation;

capital and improvement projects; development projects; Economic Development Authority Projects that do not constitute Development Matter Legal Services; condemnation; real estate purchases and sales; assessment appeals; emergency or special projects; ordinance drafting; forfeitures; litigation or potential litigation involving licensing or code enforcement; and other matters not contemplated to be included in general civil services.

4. Scope and Nature of Development Matter Legal Services. The parties agree to the following description of the nature of the Development Matter Legal Services to be provided by the Law Firm at the request of the City:

Legal Services in connection with Development Projects, including all projects that permit for the pass through of legal services fees to a third party in accordance with City Ordinance or separate agreement.

5. Limitation. The parties acknowledge and agree that the scope of civil legal services to be provided under this Agreement is limited to those services as set forth in Sections 2, 3, and 4, which services are not exhaustive and may be reasonably expanded at the request of the City and agreement of the Law Firm. The parties further acknowledge and agree this Agreement shall be separate from the Agreement between the City and the Law Firm relating to prosecution services and labor and employment services.

6. Compensation. The compensation to be paid by City to Law Firm shall be as follows:

a) Compensation for general civil services (retainer fee).

Year 1 (Jan. 1, 2024 –Dec. 31, 2024)	\$4,000 per month
Year 2 (Jan. 1, 2025 – Dec. 31, 2025)	\$4,250 per month
Year 3 (Jan. 1, 2026 –Dec. 31, 2026)	\$4,500 per month

b) Compensation for Specialized Civil Legal Services (hourly fees). The hourly rates for attorneys and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-	
Year 1 (January 1, 2024 –December 31, 2024)	\$175 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$182.50 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$190 per hour

Legal Assistant -	
Year 1 (January 1, 2024 –December 31, 2024)	\$110 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$115 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$120 per hour

c) Compensation for Specialized Civil Legal Services (hourly fees). The hourly rates

for attorneys and legal assistants identified in the proposal submitted by the Law Firm are as follows:

Attorneys-	
Year 1 (January 1, 2024 –December 31, 2024)	\$235 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$245 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$255 per hour
Legal Assistant -	
Year 1 (January 1, 2024 –December 31, 2024)	\$150 per hour
Year 2 (January 1, 2025 – December 31, 2025)	\$155 per hour
Year 3 (January 1, 2026–December 31, 2026)	\$160 per hour

- d) Expenses to be billed.

The City will reimburse the Law Firm for actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Contract.

Copying and printing: \$.25 per page
Billings for local mileage: not chargeable
Long distance phone charges: at cost
Courier or delivery charges: at cost
Process server fees: at cost
Court filing fees: at cost
Document filing fees: at cost
Court reporters transcript fees: at cost
Westlaw or Nexis or Similar Legal Research: at cost

7. Billing Format, Payment Expectations, Term, Insurance, and Interests.

- a) Billing Format: The Law Firm will submit monthly billing statements, for both retainer and hourly matters. Specialized Civil Legal Services or Development Matter Legal Services shall be itemized. Time shall be billed in tenths of an hour.
- b) Payment Expectations: The City will pay the Law Firm routinely according to its internal payment procedures by electronic funds to the Law Firm paying for both legal services and expenses shown on the Law Firm’s invoice.
- c) Term: The term of this Contract will be from January 1, 2024 to December 31, 2026. During the term of this Agreement, either party may terminate the Agreement upon 60 days written notice to the other party.
- d) Insurance: The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$2,000,000 annual aggregate.

- e) **Interests:** The parties agree to mutually evaluate the usage of civil legal services prior to the conclusion of this Contract, in order to evaluate usage and identify areas where modification(s) and/or an extension of the parties' relationship may be mutually beneficial.

8. **Additional Matters:** The parties contemplate that in the City's discretion when appropriate special counsel may also be appointed by the City to provide civil legal services outside the scope of services provided by the Law Firm or on any issue where the City feels such representation by special counsel is reasonably needed. Upon City's retention of special counsel, the Law Firm will cooperate with special counsel to the extent reasonably necessary and the Law Firm will continue to serve as general counsel to the City in accordance with the terms of this Agreement. The Law Firm will be advised when special counsel is engaged and what level of involvement/cooperation is needed from the Law Firm. Payment for legal services provided by special counsel shall be negotiated by separate agreement between the City and special counsel. All ongoing legal services of the Law Firm will continue to be billed to the City in accordance with the applicable hourly rates set forth above.

9. **Conflict of Interest and Attorney/Client Privilege Issues:**


- a. **Conflict of Interest:** The Law Firm will notify the City if the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the retainers. In the event of a conflict, the City shall arrange for a suitable alternative representation.
- b. **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.
- c. **Work Product:** Pursuant to the Minnesota Rules of Professional Conduct, upon termination of the professional relationship all retained records, information and materials prepared or developed in connection with the services provided shall be provided to the City.

10. **Disputes.** In the event that the City disputes any aspect of the Law Firm's bill, the appropriate City representative will contact Thomas Loonan at the Law Firm stating the nature of the dispute. Any unresolved disputes, controversies or claims arising out of this Agreement shall be heard in state courts of Minnesota, and all parties to the Agreement waive any objection to the jurisdiction of these courts.


11. City Approval. The Law Firm is authorized to commence performing services under this contract effective immediately.

THE CITY OF BLAINE

LAW FIRM

BY: 
Tim Sanders, Mayor

Thomas R. Loonan

BY: 
Michelle Wolfe, City Manager

DATED: December 18, 2023

DATED: _____



City of Blaine Staff Report

File Number: 2026-117

Agenda Date	Status
June 1, 2026	
In Control	File Type
City Council	Workshop Item

Other Business -

Agenda Item # 4.1

Early Voting Locations (15 Minutes)

Background

A law change was approved in the last legislative session that allows municipalities the option to be open for in-person absentee voting the full 46-day period, which begins June 26, or just the final 18 days for early voting, which begins July 24. The primary is held on August 11. Because the turnout for primary elections has historically been low, staff will work with Anoka County to shift in-person absentee voting for Blaine voters to the Anoka County Elections office from June 26 through July 23.

Beginning July 24, Blaine voters will be able to vote in-person at City Hall and place their ballots in the tabulator directly, which has become increasingly important to voters and reflected in law changes this year which extended the early voting period from 7 days to 18 days. This shift will result in election judge cost savings of approximately \$3,000, which does not include staff time to manage, close, and balance nightly. This shift will also help alleviate some of the impacts due to the planned construction and access changes to city hall.

The 2022 primary had a total turnout of 13.48% and the 2024 state primary, which didn't have any city races, saw only 156 voters at city hall during the last week before the election.

Staff will use the primary to gauge the impact on voters before making any decisions for the general election and will create a communication plan to inform voters about the availability of the longer period for early voting and other voting options. In addition, city hall will also be open for early voting on Saturday, August 8 from 9AM-3PM and until 5PM the day before the election.

Staff Recommendation

None; informational only.

Questions for Council

Attachment List

None