

TO: Goodhue County Board of Commissioners  
FROM: Megan Smith, Interim Planner/Zoning Administrator and LUM Director  
DATE: December 12, 2024  
RE: Cannabis Registration Delegation Agreements

**SUMMARY:**

The County Board is requested to enter into Delegation Agreements with the following Cities located in Goodhue County, for registration and enforcement of cannabis retail sales:

- City of Goodhue
- City of Bellechester
- City of Zumbrota
- City of Dennison
- City of Lake City
- City of Cannon Falls
- City of Wanamingo

The City of Red Wing and the City of Pine Island have decided not to delegate. The City of Kenyon has confirmed with staff that they wish to delegate, but their City Council has not formally adopted a delegation agreement as of the date of this staff report.

**CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF GOODHUE  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Goodhue pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Goodhue agree that:

1. That Goodhue County will act in place of the City of Goodhue as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Goodhue and Goodhue County.
2. That unless the City of Goodhue sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzo businesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Goodhue and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Goodhue shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Goodhue shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Goodhue complies with local zoning ordinances and regulations. The City of Goodhue may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Goodhue to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Goodhue shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Goodhue shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Goodhue, and no employee of the City of Goodhue shall become an employee of Goodhue County, by virtue of this agreement.
8. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Goodhue by resolutions of their respective governing boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
Board Chair, Goodhue County

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor, City of Goodhue

10-23-24  
Date

  
\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Goodhue

10-23-24  
Date



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**CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF BELLECHESTER  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Bellechester pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Bellechester agree that:

1. That Goodhue County will act in place of the City of Bellechester as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Bellechester and Goodhue County.
2. That unless the City of Bellechester sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobusinesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Bellechester and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Bellechester shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Bellechester shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Bellechester complies with local zoning ordinances and regulations. The City of Bellechester may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Bellechester to register, establish fees and penalties, and conduct enforcement actions on its behalf , including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Bellechester shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Bellechester shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Bellechester, and no employee of the City of Bellechester shall become an employee of Goodhue County, by virtue of this agreement.
8. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Bellechester by resolutions of their respective governing boards.

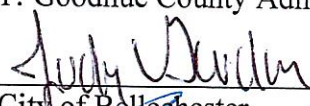
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

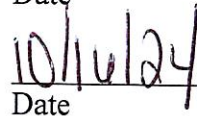
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Board Chair, Goodhue County

\_\_\_\_\_  
Date

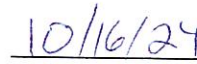
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ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor, City of Bellechester

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Bellechester

  
\_\_\_\_\_  
Date



**CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF ZUMBROTA  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Zumbrota pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Zumbrota agree that:

1. That Goodhue County will act in place of the City of Zumbrota as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Zumbrota and Goodhue County.
2. That unless the City of Zumbrota sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobusinesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Zumbrota and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Zumbrota shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Zumbrota shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Zumbrota complies with local zoning ordinances and regulations. The City of Zumbrota may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Zumbrota to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Zumbrota shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Zumbrota shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Zumbrota, and no employee of the City of Zumbrota shall become an employee of Goodhue County, by virtue of this agreement.
8. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Zumbrota by resolutions of their respective governing boards.

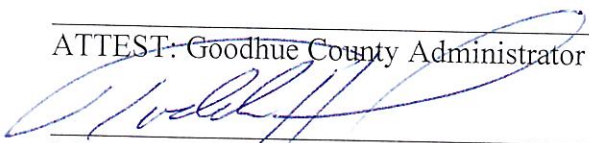
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
Board Chair, Goodhue County

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date



10-3-24

\_\_\_\_\_  
Mayor, City of Zumbrota

\_\_\_\_\_  
Date



10-3-24

\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Zumbrota

\_\_\_\_\_  
Date



**RESOLUTION 11-2024-03  
CITY OF DENNISON  
CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF DENNISON  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Dennison pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Dennison agree that:

1. That Goodhue County will act in place of the City of Dennison as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Dennison and Goodhue County.
2. That unless the City of Dennison sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobuisnesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Dennison and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Dennison shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Dennison shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Dennison complies with local zoning ordinances and regulations. The City of Dennison may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Dennison to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Dennison shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Dennison shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Dennison, and no employee of the City of Dennison shall become an employee of Goodhue County, by virtue of this agreement.
8. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Dennison by resolutions of their respective governing boards.

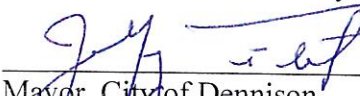
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
Board Chair, Goodhue County

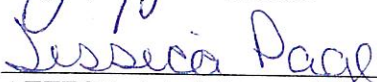
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Date

\_\_\_\_\_  
ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor, City of Dennison

11-7-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Dennison

11-7-24  
\_\_\_\_\_  
Date



**CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF LAKE CITY  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342 AND MINN. STAT. 471.59**

This joint powers agreement is made between Goodhue County and the City of Lake City pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis and hemp retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minnesota Statutes, § 471.59.

Goodhue County and the City of Lake City agree that:

1. That Goodhue County will act in place of the City of Lake City as the local government unit for the registration and enforcement of cannabis and hemp under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Lake City and Goodhue County.
2. That unless the City of Lake City sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobuisnesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Lake City and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Lake City shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Lake City shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Lake City complies with local zoning ordinances and regulations. The City of Lake City may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Lake City to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute § 342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Lake City shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis and hemp.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Lake City shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Lake City, and no employee of the City of Lake City shall become an employee of Goodhue County, by virtue of this agreement.
8. Indemnification and Hold Harmless:

To the full extent permitted by law, actions by Goodhue County and the City of Lake City pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of Goodhue County and the City of Lake City that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, section 471.59, subd. 1a(a); provided further that for purposes of that statute, Goodhue County and the City of Lake City each expressly decline responsibility for the acts or omissions of the other party.

Goodhue County and the City of Lake City are not liable for the acts or omissions of the other participant to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other party.

Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement.

This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Lake City by resolutions of their respective governing boards.



This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
Board Chair, Goodhue County

\_\_\_\_\_  
Date

\_\_\_\_\_  
ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date



11/22/24

\_\_\_\_\_  
Mayor, City of Lake City

\_\_\_\_\_  
Date



11/22/24

\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Lake City

\_\_\_\_\_  
Date



**· CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF CANNON FALLS  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Cannon Falls pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Cannon Falls agree that:

1. That Goodhue County will act in place of the City of Cannon Falls as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Cannon Falls and Goodhue County.
2. That unless the City of Cannon Falls sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobuisnesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Cannon Falls and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Cannon Falls shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Cannon Falls shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Cannon Falls complies with local zoning ordinances and regulations. The City of Cannon Falls may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Cannon Falls to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Cannon Falls shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Cannon Falls shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Cannon Falls, and no employee of the City of Cannon Falls shall become an employee of Goodhue County, by virtue of this agreement.
8. Subject to limits on damages imposed by Minnesota law, each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Cannon Falls by resolutions of their respective governing boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

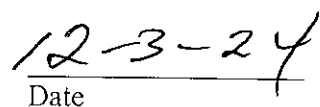
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Board Chair, Goodhue County

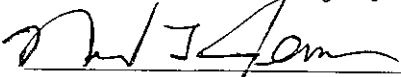
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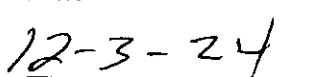
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ATTEST: Goodhue County Administrator

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor, City of Cannon Falls

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ATTEST: Administrator/Clerk, City of Cannon Falls

  
\_\_\_\_\_  
Date



**CITY OF WANAMINGO  
GOODHUE COUNTY  
STATE OF MINNESOTA**

**RESOLUTION 24-070**

**A RESOLUTION APPROVING A CANNABIS RETAIL REGISTRATION  
DELEGATION AGREEMENT WITH GOODHUE COUNTY**

**WHEREAS:** the Minnesota Legislature enacted, and the Governor signed 2023 Minnesota Sessions Laws, Chapter 63 – H.F. No. 100 (“Act”) which is comprehensive legislation relating to cannabis; and

**WHEREAS:** The Act provides local units of government certain authority related to cannabis businesses; and

**WHEREAS:** Goodhue County reached out to Cities asking if they wish to act as the local government unit for registration and enforcement of cannabis under Minnesota Statutes Section 342.22; and

**WHEREAS:** the City of Wanamingo prefers to delegate registration and enforcement of cannabis to Goodhue County; and

**WHEREAS:** Goodhue County drafted the attached agreement with the City of Wanamingo to act as the local government unit for registration delegation and enforcement of cannabis; and

**WHEREAS,** the City Attorney and City Staff recommend that the Council approve the Agreement.

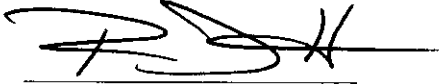
**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WANAMINGO AS FOLLOWS:**

1. The attached Cannabis Retail Registration Delegation Agreement is approved.
2. The Mayor and City Administrator are authorized to sign the Agreement on behalf of the City of Wanamingo.



Adopted this 18th day of November 2024.

SIGNED:



Ryan Holmes, Mayor

ATTEST:



Michael Boulton, City Administrator

Motion: *Flotterud*

Second: *Haugen*

	<u>Aye</u>	<u>Nay</u>
Eric Dierks	<u>X</u>	_____
Jeremiah Flotterud	<u>X</u>	_____
Rebecca Haugen	<u>X</u>	_____
Ryan Holmes	<u>X</u>	_____
Stuart Ohr	<u>X</u>	_____



**CONSENT AGREEMENT BETWEEN THE  
COUNTY OF GOODHUE AND THE CITY OF WANAMINGO  
FOR THE REGISTRATION AND ENFORCEMENT OF CANNABIS RETAIL SALES  
PURSUANT TO MINN. STAT. CH. 342**

This agreement is made between Goodhue County and the City of Wanamingo pursuant to Minnesota Chapter 342 and the rules and regulations promulgated thereunder, related to the registration of cannabis retail businesses.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1.

Goodhue County and the City of Wanamingo agree that:

1. That Goodhue County will act in place of the City of Wanamingo as the local government unit for the registration and enforcement of cannabis under Minnesota Statutes Section 342.22 and any associated rules or regulations adopted by the State of Minnesota or the Office of Cannabis Management, for retail businesses located within the jurisdictional boundaries of the City of Wanamingo and Goodhue County.
2. That unless the City of Wanamingo sets their own limits, the number of allowed licensed cannabis retailers, cannabis mezzobuisnesses with retail operations endorsement, and cannabis microbusinesses with retail operations endorsement located within the jurisdictional boundaries of the City of Wanamingo and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the City of Wanamingo shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The City of Wanamingo shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the City of Wanamingo complies with local zoning ordinances and regulations. The City of Wanamingo may submit any additional information it believes is relevant to the license review to the Office of Cannabis Management along with the certification within 30 days of receipt of the license application.
4. That Goodhue County is authorized and has the consent of the City of Wanamingo to register, establish fees and penalties, and conduct enforcement actions on its behalf including but not limited to compliance checks, registration suspension, and cancellation related actions pursuant to Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with Goodhue County. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.



5. The City of Wanamingo shall retain all authority granted to it under Minnesota Statutes Chapter 462.
6. The parties to this agreement will be subject to and follow the terms of the Minnesota Government Data Practice Act as provided under Minnesota Statutes Chapter 13 for all requests for access to data. Goodhue County shall maintain all records, accounts and reports for the registration and enforcement of cannabis.
7. Goodhue County shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. The City of Wanamingo shall be solely responsible for the compensation of its employees and elected members, including specifically but not exclusively worker's compensation insurance and all taxes, while performing their duties under this agreement. No employee of Goodhue County shall become an employee of the City of Wanamingo, and no employee of the City of Wanamingo shall become an employee of Goodhue County, by virtue of this agreement.
8. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses, or damages, including reasonable attorneys' fees, resulting from the acts or omissions of the respective officers, agents, or employees of the indemnifying party, to the extent such acts or omissions are directly related to activities conducted by the indemnifying party under this Agreement. This section shall survive termination or expiration of this Agreement

This agreement may be amended by mutual agreement of Goodhue County and the City of Wanamingo by resolutions of their respective governing boards.

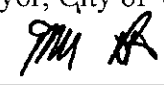
This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.

\_\_\_\_\_  
Board Chair, Goodhue County

\_\_\_\_\_  
Date

ATTEST: Goodhue County Administrator  
\_\_\_\_\_  


\_\_\_\_\_  
Date  
11/18/2024

Mayor, City of Wanamingo  
\_\_\_\_\_  


\_\_\_\_\_  
Date  
11/18/2024

ATTEST: Administrator/Clerk, City of Wanamingo

\_\_\_\_\_  
Date

