

To: Goodhue County Board of Commissioners
From: Megan Smith, Land Use Management Director
Mtg. Date: March 3, 2026
Re: Township Cannabis Delegation Agreements with Leon, Cannon Falls, and Holden

AGNENDA ITEM:

Approve entering into three local retail registration cannabis delegation agreements with Leon Township, Cannon Falls Township, and Holden Township.

Each of the three townships requesting delegation have either passed resolutions or motions requesting delegation but will still need to sign the delegation agreements.

ATTACHMENTS:

1. Leon Township Resolution
2. Cannon Falls Township Delegation
3. Holden Township

BACKGROUND:

Minnesota Statute 342.22 requires local registration for any retail sales of cannabis product. This registration can be done with the City, Township, or County in which the retail establishment is located, but can be delegated to the County in which the business is located. Recently, Leon Township and Cannon Falls Township have signed delegation agreements and requested the County be the registration authority on their behalf. The County Board is being asked to approve these delegation agreements.

In this case, the Townships of Leon and Cannon Falls have both recently received inquiries from property owners who have asked about establishing cannabis businesses in these townships, and a cannabis microbusiness is proposed in Leon township. Staff anticipates additional townships delegating to the County in the future.

RECOMMENDATION:

Approve entering into cannabis delegation agreements with Leon Township and Cannon Falls Township.

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

This agreement is made between Goodhue County and Leon Township 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 Leon Township agree that:

1. That Goodhue County will act in place of the Leon Township 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 Leon Township and Goodhue County.
2. That unless Leon Township 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 Leon Township and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That Leon Township shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The Township shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the Township complies with local zoning ordinances and regulations. The Township 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 Township 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 Leon Township 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 Township 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 Leon Township, and no employee of the Leon Township 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 Leon Township 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

Supervisor, Leon Township

Date

ATTEST: Clerk, Leon Township

Date

**CONSENT AGREEMENT BETWEEN THE
COUNTY OF GOODHUE AND THE TOWNSHIP 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 Township 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 Cannon Falls Township agree that:

1. That Goodhue County will act in place of the Cannon Falls Township 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 Cannon Falls Township and Goodhue County.
2. That unless the Township 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. Cannon Falls Township shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The Township shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the Township complies with local zoning ordinances and regulations. The Township 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 Cannon Falls Township 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 Township 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 Township 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 Township, and no employee of the Township 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 Cannon Falls Township 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

Cannon Fall Township Supervisor

Date

ATTEST: Clerk, Cannon Falls Township

Date

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

This agreement is made between Goodhue County and the Holden Township 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 Holden Township agree that:

1. That Goodhue County will act in place of the Township 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 Holden Township and Goodhue County.
2. That unless the Township 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 Township and Goodhue County shall be subject to limitations set by Goodhue County pursuant to Minn. Stat. Sec. 342.13 Subd. (i).
3. That the Township shall be responsible for establishing any reasonable time, place and, manner restrictions on the operation of a cannabis businesses within its jurisdiction. The Township shall certify to Goodhue County and the Office of Cannabis Management if the business applying for a license in the Township complies with local zoning ordinances and regulations. The Township 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 Holden Township 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 Holden Township 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 Township 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 Holden Township, and no employee of the Holden Township 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 Holden Township 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

Holden Township Supervisor

Date

ATTEST: Clerk, Holden Township

Date