AGENDA
CITY COUNCIL
WORK SESSION
CITY OF WYOMING, MINNESOTA
APRIL 15, 2025
5:30 PM

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

NEW BUSINESS:

1. To continue the municipal cannabis discussion

2. To discuss a retail cannabis consulting agreement

3. To discuss retail cannabis buffers

ADJOURN

Date: April 11, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Municipal Cannabis Discussion

***Background Information*:**
City staff will provide the City Council with an update on their status in the municipal cannabis process and continue previous discussions on the subject. Representatives from MN Roots will be in attendance to assist with this discussion and to share any additional information. The City's legal counsel will also be in attendance for any potential guidance and to address any legal considerations.

Request for Council Action

Date: April 8, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Cannabis Retailer Agreement Discussion
Method: New Business

***Background Information*:**

Staff has finalized a Consulting Services Agreement with Great White Companies, LLC, for consideration by the City Council. The agreement outlines the structure for a proposed municipally owned cannabis retail business in the City of Wyoming, which would operate under a public-private model. Under this model, the City would retain full ownership and licensure authority, while the Contractor would handle all day-to-day operations including staffing, facility management, product sourcing, security, compliance, and financial reporting.

The Contractor would be solely responsible for all operational costs and business risk, including but not limited to buildout, staffing, inventory, insurance, marketing, taxes, and utilities. All Facility Workers would be employees of the Contractor. The Contractor would also be responsible for securing a facility, either through ownership or lease, and managing all tenant responsibilities. In the event of a lease default, the City would have the ability to assume lease rights if the Contractor is unable to cure the issue. During the term of the agreement, the Contractor would be prohibited from operating any other retail cannabis business within the City of Wyoming.

If approved, the agreement would establish a revenue-sharing model in which the City would receive forty percent (40%) of net revenues, while the Contractor would retain sixty percent (60%). Net revenue is defined as total revenue less all eligible business expenses. The revenue share would begin following any initial hemp operations and upon successful transition to a licensed cannabis retailer under Minn. Stat. § 342.32. In accordance with the agreement, the City would receive detailed financial statements on a monthly, quarterly, and annual basis. The City would retain the right to audit the business at any time during the term of the agreement and for six years thereafter, pursuant to Minn. Stat. § 16C.05.

The term of the agreement would be five years, with one five-year renewal option available to the Contractor. Either party could terminate the agreement with 180 days' written notice or due to a material uncured breach. If the Contractor initiates termination, they would be prohibited from operating a cannabis business in the City for one year following the termination. If the City were to terminate the agreement based on a decision to no longer own the business, the Contractor would have the option to seek its own license and continue operations independently, within or outside the current facility.

The agreement includes strong indemnification provisions and clearly defines the independent contractor relationship between the parties. The Contractor would not have the authority to bind the City to any contracts or obligations. Insurance requirements, recordkeeping standards, dispute resolution procedures, and legal compliance responsibilities are all addressed in the agreement.

The agreement has been reviewed and approved by the City’s legal counsel to ensure that the City’s financial, legal, and operational interests are appropriately protected under state law.

Staff would like to review the terms of this agreement with the City Council at the upcoming work session. The purpose of this discussion is to provide background, answer questions, and receive Council input.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of ____________, 2025 ("Effective Date"), by and among the City of Wyoming, a Minnesota City ("Owner") and Great White Companies, LLC., a Minnesota limited liability company or its assigns ("Contractor"). Each of Owner and Contractor shall be referred to herein as a "Party" and together as the "Parties".

WHEREAS, Owner desires to own, upon successful licensure with the OCM under Minnesota Statute Chapter 342, a cannabis municipal retailer business ("Business"); and

WHEREAS, the Parties acknowledge that the Contractor will not obtain any ownership or control of the Business; and

WHEREAS, the Parties acknowledge that the Owner is operating the Business under a municipal cannabis retailer license; and

WHEREAS, Owner wishes to contract with Contractor to consult, advise, provide staffing services, branding, and other related services pursuant to Minn. Stat. § 342.185 subd. 1(6) and 1(7) for the Owner's cannabis retailer business.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. Definitions.

"**Applicable Laws**", shall mean any and all published statutes, laws, regulations, and rules determined by the State of Minnesota and any counties or local jurisdictions in which the Parties may operate, including specifically but not limited to Minnesota Statute Chapter 342 ("**Chapter 342**"). For purposes of this Agreement, the definitions in this paragraph shall include any and all federally-mandated laws, rules, and regulations applicable to operating any other legal business within the United States of America; provided, however, that federal laws and regulations related to cannabis are excluded from the definitions.

"**Contractor's Fee**" means the amount paid to Contractor for providing the Services under this Agreement as calculated pursuant to Section 3.2 of this Agreement.

"**Expenses**" shall mean and include all payments for costs arising from or related to the Operations, including, but not limited to, build-out and construction costs; maintenance and repairs; supplies; equipment; purchase of Products and other inventory; packaging; all costs and overhead related to Facility Workers, labor, and personnel; purchase and maintenance of delivery vehicles, if parties agree to obtain a Cannabis Delivery Services license; distribution and transportation costs; short-term services or labor (i.e. plumbers, electricians, and related); repayment of loans; utilities; telephone, internet, and communications; mail, messenger services and couriers; security costs; insurance; licenses fees; taxes; and other expenses mutually agreed upon in writing by the Parties.

"**Facility**" shall mean a building or similar, for which Contractor has a real estate interest (owned in fee or leasehold), that shall be fully dedicated to the Operations of the Business.

"**Facility Workers**" means all persons that are hired to provide services related to the Operations.

"**Net Revenue**" shall mean the actual net revenues realized from Operations during the Term period after any deductions or expenses are subtracted.

"**Operations**" shall mean all business operations, sales, and other commercial hemp and cannabis activities related to the Business during the Term. For the avoidance of doubt Operations shall exclude (i) any and all operations related to the Additional Operations (as defined herein), whether such operations occur during or after the Term; and (ii) any and all operations related to the Business outside of the Term.

"**Products**" shall mean any and all hemp or cannabis products and cannabis accessories that are delivered, distributed, and/or sold during the Term in connection with Operations.

"**Owner's License Fee**" means the amount paid to Owner as set forth in Section 3.1.

"**Services**" shall mean all of the activities described in Section 2.1 of this Agreement.

"**Taxes**" shall mean federal, state, and local taxes, related to the Business and accruing during the Term, including, but not limited to, income taxes, sales and excise taxes, and gross receipts business taxes in connection with Operations accruing during the Term.

"**Term**" shall mean the term of this Agreement, as described in Section 5.1 of this Agreement.

2. Duties of Contractor.

2.1. Description of Services. Contractor shall be responsible for providing to Owner, at the sole expense of Contractor, the following services related to the Operations:

2.1.1. Staffing Services. Subject to Section 2.1.2, Contractor shall provide staffing services for the Operations. The staffing services shall include interviewing, hiring, employing, terminating, and providing for the daily administration of all Facility Workers. Contractor shall ensure that all Facility Workers shall comply with all Applicable Laws during the course of their employment.

2.1.2. Employer of Record. All Facility Workers will be employees of Contractor.

2.1.3. Wages and Labor. Contractor shall be responsible for: (i) all payments related to the Facility Workers including but not limited to employee wages, payroll taxes, workers' compensation, social security, and unemployment insurance; (ii) full compliance with all applicable laws and regulations affecting the employment relationship with the Facility Workers, including non- discrimination, disabilities, legal immigration status, hours of labor, right-to-work and union shop laws, wages and hours, safety, OSHA and working conditions, and other employer- employee laws and regulations; (iii) filing all required reports and forms relating thereto; and (iv) keeping all appropriate documentation, books and records pertaining thereto.

2.1.4. Operations. Contractor shall be responsible for consultations, staffing, Facility security, branding, and stewardship of Operations at the Facility, including, but not limited to: (i) staffing services by administration of Facility Workers; (ii) stewardship of logistics related to delivery of Products; (iii) sourcing and procurement of Products used as inventory for Operations; (iv) oversight, maintenance and support of IT systems, including seed to sale tracking system, point of sale systems, secure cash storage solutions, and confidential customer records; (v) maintenance of Owner's licenses and permits as necessary for conducting Operations; and (vi) maintenance of the Facility. Contractor shall have authority and discretion to make regular, operational business decisions related to Operations for the purpose of fulfilling its obligations under this Agreement. Contractor shall keep the Facility and the utility installations in good order, condition, and repair.

2.1.5. Operational Costs. Contractor shall be solely responsible for all costs and expenses associated with Operations and Products, including, but not limited to, the following: (i) build-out and maintenance of the Facility; (ii) the sourcing and purchasing of the Products; (iii) maintaining all equipment; (iv) all sales, marketing, advertising, distribution and transportation costs; and (v) any other costs or fees incurred relating to Contractor's duties listed herein this Agreement or as mutually agreed upon by the Parties.

2.1.6. Money Collection; Tax Collection; Reporting.

(a) All Taxes related to the sales of the Products shall be deducted from revenues realized from Operations during the Term period without subtraction of any deductions or expenses ("**Gross Revenue**") each month and shall be recorded by Contractor as a distinct account in the general ledger maintained by Contractor related to Operations ("**Tax Account**"). Within fifteen (15) days after the end of each month, Contractor shall provide Owner a report setting forth the following information ("**Tax Report**"): (i) the reporting period reflected in the report; (ii) total

Taxes collected during the reporting period; (iii) the agencies to whom the Taxes should be provided; (iv) the amount that should be provided to each agency, and (v) the due date for submitting the Taxes to each agency. The Tax Report shall contain representations stating that the information contained in the Tax Report is true, accurate, and complete, and accurately reflects all Tax obligations arising from or related to Operations during the reporting period. The Tax Report shall be certified by the President of Contractor. The Tax Report shall be delivered to Owner together will copies of all reports, documents, and other information provided to Tax agencies during the reporting period.

(b) Contractor will be responsible for transmitting the Taxes to the appropriate agency in accordance with the Tax Report and as otherwise required by law.

(c) Contractor shall maintain accurate and complete records of all financial and accounting information which is relevant to the calculation of Gross Revenue, Expenses, Contractor's Fee, Owner's License Fees, Taxes, and Tax Report.

(d) Contractor shall be responsible for providing to Owner on a monthly basis ("**Monthly Statement**"), quarterly basis ("**Quarterly Statement**"), and on an annual basis ("**Annual Statement**"), a full accounting of all financial and accounting information which is relevant to the calculation of Gross Revenue, Expenses, Contractor's Fee, Owner's License Fee, Taxes, and Tax Report, and also for reconciliation of the Operating Account and Cash Account, in accordance with Generally Accepted Accounting Principles ("**GAAP**"). The Monthly Statement shall be provided on or before the date fifteen (15) days following each calendar month during the Term of this Agreement. The Quarterly Statement shall be provided on or before the date forty-five (45) days following each calendar quarter during the Term of this Agreement. The Annual Statement shall be provided on or before the date ninety (90) days following each calendar year during the Term of this Agreement.

2.2. Compliance with Laws. Contractor shall comply with Applicable Law at all times while performing the Services listed herein.

2.3. Limitation of Authority. Notwithstanding anything in this Agreement to the contrary, Contractor shall not, absent consent from Owner, have any authority to incur debts on behalf of the Owner or bind Owner to any contracts or other obligations.

2.4. Lease Responsibilities. Unless otherwise agreed between the parties in writing, Contractor shall be responsible for all Tenant responsibilities under the lease for the Facility. In the event Contractor defaults under its provisions of the Facility lease Contractor shall notify Owner within three (3) days of receiving notice and Contractor shall be responsible to cure all breaches under the Facility lease. If Contractor is unable to cure the default Contractor shall notify Owner and Owner may, in its own discretion, cure the defaults at which time Owner may direct, in its own discretion, Contractor to assign all rights under the lease.

2.5 Additional Operations. Owner acknowledges and understands that: (i) Contractor conducts other commercial cannabis businesses in Minnesota ("**Additional Operations**"); (ii) nothing in this Agreement gives Owner any right to participate in the operations or revenues related to the Additional Operations. Notwithstanding, Contractor acknowledges and agrees it shall not own or provide operations for any other retail commercial cannabis business within the Wyoming City limits during the Term of this agreement.

3. Compensation to Owner.

3.1. Owner's License Fee. Owner shall be entitled to receive a payment each month during the Term ("**Owner's License Fee**"). Contractor shall pay the Owner's License Fee to Owner not later than fifteen (15) days after the end of each month during the Term. Notwithstanding any other term of this Agreement, Contractor shall have no obligation to pay the Owner's License Fee in any month in which the Owner does not permit the Operations. The Owner's License Fee is calculated as follows:

3.1.1. The Owner's License Fee shall be forty percent (40%) of the monthly Net Revenue.

3.1.2. Notwithstanding anything herein to the contrary, Owner shall apply to the Minnesota Office of Cannabis Management for a retail cannabis license (as set forth in Minn. Stat. § 342.32), pursuant to the procedures set forth in Minn Stat. §§ 342.14 and 342.18, and any other applicable statute or rules. Owner shall apply for such license as soon as allowed under law. The Parties acknowledge that the Business may open as hemp business, owned and operated by Contractor and regulated under Minn. Stat. § 151.72 and then transition to a cannabis retailer business under Minn. Stat. § 342.32 with license owned by Owner. Owner and Contractor agree to work in good faith with each other during this transition. If, during this transition, there is a period of time in which Contractor cannot legally operate the business due to the transition from hemp to cannabis, then the Parties agree that no License Fee shall be owing from Owner and Contractor until Contractor can operate the Business as a retail cannabis business pursuant to Minn. Stat. § 342.32.

4. Audit Right.

Owner shall have the right, pursuant to Minn. Stat. § 16C.05, subd. 5, to audit, examine and make copies of, or extracts from, the books, records, documents, and accounting procedures and practices of Contractor (and Owner's records maintained by Contractor) in order to confirm the calculation of the Gross Revenue, Contractor's Fee, Owner's License Fee, Expenses, and Taxes, and for reconciliation of the Operating Account and Cash Account. Such right may be exercised through any independent certified public accountant designated by Owner. Contractor shall cooperate with Owner and its auditor in all reasonable respects regarding such audit. Owner shall pay all fees and expenses incurred in any examination made by Owner hereunder. If an audit reveals a discrepancy in the amounts paid and/or reported in respect of the period covered by such Quarterly Statement or Annual Statement, the Parties will reasonably cooperate to true-up the over - or under - payment within thirty (30) days of finally determining the correct amount of that should have been paid and/or reported. The Contractor shall maintain books, records, documents, and accounting procedures and practices in a manner that may be audited by the owner for a period of six years following the termination of this Agreement.

5. Terms and Termination.

5.1. Term. This Agreement shall commence upon the Effective Date and last for sixty (60) months with one sixty (60) renewal at Contractor's option, and can be terminated as follows: (i) either party shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) days' written notice to Owner; (ii) either Party may immediately terminate this Agreement if the other Party has materially breached any representation, warranty or covenant made by such breaching Party and said breach has not been cured by the breaching party within thirty (30) days of the breaching party's receipt of written notice of such breach by the non-breaching Party; (iii) if the OCM, or any other state or federal agency having appropriate legal authority, determines that the Owner is ineligible to participate in the Business Operations as part of a Cannabis Retailer.

5.1.1. If during the contract period any term is breached by Contractor; Owner will issue a 30 day termination notice. Contractor has 30 days to cure the breach. After the 30-day cure period Owner may terminate this agreement at its sole discretion. All fees, taxes, damages shall be due immediately.

5.1.2. During such Cure period, Owner shall coordinate with Contractor in good faith to reach a Cure.

5.1.3. Owner shall pay for all state and local permits and license fee;

5.14. Owner agrees that if Owner terminates because Owner does not want to own the Business, Owner will allow Contractor to diligently pursue its own license with the OCM and remain in Wyoming in Business in either the current Facility or another Facility.

5.1.5. In the event Contractor terminates this Agreement in accordance with Section 5.1(i), Contractor shall not be permitted to operate a Cannabis business within the City of Wyoming for a period of one (1) year post termination.

5.2. Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other Party that: (a) has already accrued hereunder; (b) comes into effect due to the expiration or termination of this Agreement; or (c) otherwise survives the expiration or termination of this Agreement based upon the express provisions contained in this Agreement.

5.2.1. Following the termination of this Agreement, Contractor shall, within thirty (30) days of the effective date of termination, (i) make all payments required pursuant to Section 3 of this Agreement, (ii) provide a final and full accounting of all financial and accounting information which is relevant to the calculation of Gross Revenue, Net Revenue, Expenses, Contractor's Fee, and Taxes, in accordance with GAAP, and (iii) remit all Taxes to the appropriate government agencies.

6. Representations and Warranties of Owner.

6.1 Owner is a Minnesota Municipal Corporation and has all the requisite power and authority to enter into this Agreement.

6.2 The execution, delivery, and performance of this Agreement by Owner has been duly approved by the Wyoming City Council, and no further action is necessary on the part of Owner to enter into this Agreement.

6.3 Owner maintains in effect insurance covering its assets and businesses and any liabilities relating to its assets and businesses in an amount believed adequate by Owner, and such insurance coverage shall be maintained by Owner.

6.4 No agent, broker, finder, representative, or other person or entity acting pursuant to authority of Owner will be entitled to any commission or finder's fee in connection with the origination, negotiation, execution, or performance of the transactions contemplated under this Agreement.

6.5 This Agreement and all other agreements of Owner contemplated under this Agreement constitute valid and binding obligations of Owner, enforceable in accordance with their respective terms.

7 Representations and Warranties of Contractor.

7.1 Contractor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Minnesota and has all the requisite corporate power and authority to carry on its business as now conducted and to consummate the transactions contemplated by this Agreement.

7.2 The execution, delivery, and performance of this Agreement by Contractor has been duly approved by its board of directors, and no further corporate action is necessary on the part of Contractor to consummate the transactions contemplated by this Agreement, assuming due execution of this Agreement by the parties.

7.3 Contractor maintains in effect insurance covering its assets and businesses and any liabilities relating to its assets and businesses in an amount believed adequate by Contractor, and such insurance coverage shall be maintained by Contractor naming owners as an Additional Insured.

7.4 Except for licenses and permits related to conducting commercial cannabis operations, Contractor possesses all licenses and other required governmental or official approvals, permits, or authorizations, if any, the failure to possess which would have a material adverse effect on the business, financial condition, or results of operations of Contractor including, without limitation, all common carrier rights, certificates of public need, waste material transportation permits, trademarks, and trade names necessary to carry on its business as now being conducted, without known conflict with valid licenses, permits, trademarks, and trade names of others. All such licenses and permits are in full force and effect, and no violations are or have been recorded in respect to any such licenses or permits, and no proceeding is pending, or to the knowledge of Contractor threatened, to revoke, suspend, or otherwise limit such licenses or permits. All licenses and permits will survive the closing of the transactions contemplated by this Agreement.

7.5 Contractor shall obtain and procure the Facility with the cooperation of Owner, ensure that is it suitable for the Business in Contractor's responsible opinion.

7.6 This Agreement and all other agreements of Contractor contemplated under this Agreement constitute valid and binding obligations of Contractor, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement (or any agreement contemplated under this Agreement) nor the consummation of the transactions contemplated by this Agreement will: (i) conflict with or violate any provision of the Articles of Incorporation or Bylaws of Contractor; (ii) conflict with or violate any decree, writ, injunction, or order of any court or administrative or other governmental body which is applicable to, binding on, or enforceable against Contractor; or (iii) result in any breach of or default (or give rise to any right of termination, cancellation, or acceleration) under any mortgage, contract, agreement, indenture, will, trust, or other instrument which is either binding on or enforceable against Contractor or its assets.

7.7 Contractor has the full power, right, and authority to enter into and perform this Agreement without the consent of any person, entity, or governmental agency, and the consummation of the transactions contemplated by this Agreement will not result in the breach or termination of any provision of or constitute a default under any lease, indenture, mortgage, deed of trust, or other agreement or instrument or any order, decree, statute, or restriction to which Contractor is a party or by which Contractor is bound or to which the outstanding shares of stock of Contractor or any of the properties of Contractor is subject.

8. Independent Contractor Relationship.

This Agreement creates an independent contractor relationship. Nothing contained or done under this Agreement shall be interpreted as constituting either Party as the agent of the other in any sense of the term whatsoever or in the relationship of partners or joint venturers. In addition, the Parties acknowledge that none of the Parties has, or shall be deemed to have, the authority to bind any other Party except as otherwise set forth in Section 2.3 of this Agreement.

9 Indemnification by Owner.

9.1 Owner shall indemnify and hold Contractor harmless from and against any and all damages, loss, cost, deficiency, assessment, liability, or other expense (including reasonable attorney's fees, costs of court, and costs of litigation, if any) suffered, incurred, or paid by Contractor as a result of: (i) the untruth, inaccuracy, breach, or violation of any representation, warranty covenant, or other obligation of Owner set forth in or made in connection with this Agreement; (ii) the assertion against Contractor of any liabilities or obligations of Owner or any claim relating to the operations of Owner's business; provided, however, Owner shall not indemnify Contractor to the extent that claims against Contractor arise from or relate to Contractor's failure to comply with its obligations under this Agreement; (iii) any actions or omissions with respect to the Owner's registration or license (or any operations or activities occurring thereunder or in connection therewith) prior to the Term; (iv) the enforcement of Contractor's right to indemnification under this Agreement.

9.2 Contractor shall give written notice to Owner of any claim, action, suit, or proceeding relating to the indemnity provided here by Owner not later than five (5) days after Contractor has received notice of the claim, action, suit, or proceeding. Owner shall have the right, at its option, to compromise or defend, at its own expense and by its own counsel (which counsel shall be reasonably satisfactory to services provider), any such action, suit, or proceeding. Contractor and Owner agree to cooperate in any such defense or settlement and to give each other full access to all information relevant to such defense or settlement.

9.3 The indemnification shall not extend to damages or costs caused by the willful or wrongful acts of Contractor, including, without limitation, violations of federal, state, or local laws.

10. Indemnification by Contractor.

10.1 Contractor shall indemnify, defend, and hold Owner harmless from and against any and all damages, loss, cost, deficiency, assessment, liability, or other expense (including reasonable attorney's fees, costs of court, and costs of litigation, if any) suffered, incurred, or paid by Owner as a result of: (i) the untruth, inaccuracy, breach, or violation of any representation, warranty, covenant, or other obligation of Contractor set forth in or made in connection with this Agreement; (ii) the assertion against Owner of any liabilities or obligations of Contractor or any claim relating to the operations of Contractor's business; provided, however, Contractor shall not indemnify Owner to the extent that claims against Owner arise from or relate to Owner's failure to comply with its obligations under this Agreement; or (iii) the enforcement of Owner's right to indemnification under this Agreement.

10.2 Owner shall promptly give written notice to Contractor of any claim, action, suit, or proceeding relating to the indemnity provided in this Agreement by Contractor after Owner has received notice of any such claim, action, suit, or proceeding. Contractor shall have the right, at its option, to compromise or defend, at its own expense and by its own counsel (which counsel shall be reasonably satisfactory to company), any such action, suit, or proceeding. Contractor and Owner agree to cooperate in any such defense or settlement and to give each other full access to all information relevant to such defense or settlement.

10.3 Except as expressly provided in this Agreement, the remedies provided in Paragraph 11 of this Agreement shall be cumulative and shall not preclude assertion by Owner or the seeking of any other remedies available against Contractor at law or in equity.

10.4 The indemnification shall not extend to damages or costs caused by the willful or wrongful acts of Owner, including, without limitation, violations of federal, state, or local laws.

11. Dispute Resolution.

11.1 Meeting of the Parties. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, including without limitation the determination of the scope or applicability of this Agreement to arbitrate (each, a "**Dispute**"), promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the written notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within fifteen (15) days after delivery of the written notice, the executives of both parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating parties, the above-described negotiation shall end at the close of the first meeting of executives described above ("**First Meeting**"). Such closure shall not preclude continuing or later negotiations, if desired.

11.2 Arbitration. If the parties do not agree on a written resolution of a Dispute pursuant to the procedures set forth in Section 11.1 by the end of the First Meeting, then, except as otherwise provided in this Agreement, any Dispute shall be submitted to binding arbitration in Chisago County, Minnesota by a single arbitrator mutually chosen by the parties in writing, who shall be a retired judge or litigator with experience with claims similar to the Dispute (provided, that lack of experience with claims involving the cannabis industry shall not be a cause for disqualification). If the parties cannot agree on an arbitrator, JAMS shall provide a list of six (6) candidates, and each party shall take turns striking candidates (beginning with the party who received the notice of arbitration) until there is a single arbitrator. The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration; provided that all costs and expenses of the dispute, including arbitrator fees and reasonable attorneys' fees and costs incurred, shall be awarded to the prevailing or most prevailing party as determined by the arbitrator. The arbitrator shall not have any power to alter, amend, modify or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement, or not available in a court of law. The arbitrator shall render a written opinion not later than thirty (30) days after conclusion of the arbitration proceedings setting forth a determination of award, if any, and the basis for awarding (or not awarding) the relief sought by the parties, including findings of fact and conclusions of law. If JAMS refuses to arbitrate a Dispute, the parties shall cooperate in good faith to find an alternative arbitrator reasonably acceptable to the parties in writing. An arbitrator exceeds his or her powers by voiding or refusing to enforce any contracts or arbitration agreements between Parties based solely on the cannabis- related nature of the contract.

11.3 Irreparable Harm. Notwithstanding anything to the contrary in Section 11.1 or Section 11.2, if either Party in its sole judgment, acting reasonably, believes that any such dispute could cause it irreparable harm, such Party (a) will be entitled to seek equitable relief in order to avoid such irreparable harm and (b) will not be required to follow the procedures set forth in this Section 11.

12. Waiver or Extension of Conditions. Owner or Contractor may extend the time for or waive the performance of any of the obligations of the other party, waive any inaccuracies in the representations or warranties by the other party, or waive compliance by the other party with any of the covenants or conditions contained in this Agreement. The extension or waiver shall be in writing and signed by the Owner and Contractor. The extension or waiver shall not act as a waiver or an extension of any other provisions of this Agreement.

13. Intellectual Property. Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date or that it develops or acquires thereafter.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Minnesota to the rights and duties of the parties.

15. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

16. Headings. The subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the constructions or interpretation of any of its provisions.

17. Counterparts; Electronic Signature. This Agreement may be executed in two or more counterparts or by electronic signature or facsimile, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18. Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

FOR THE OWNER:

City of Wyoming, a Minnesota City

By: ______________________________ I
Name:
Title:
City of Wyoming, a Minnesota City

By: ______________________________ I
Name:
Title:

FOR THE CONTRACTOR:

Great White Companies, LLC, a Minnesota limited liability company

By: ________________________________

Name:

Title:

Request for Council Action

Date: April 8, 2025

Presented to: Mayor Iverson and City Council Members
Presented by: Robb Linwood, City Administrator
Department: Administration
Reference: Retail cannabis buffers
Method: New Business

***Background Information*:**

Ordinance 2024-01 established a 500-foot buffer between cannabis retail businesses and childcare facilities. This standard was adopted as part of a precautionary framework during initial implementation of the state-authorized cannabis program. However, staff have reviewed the ordinance in the context of existing local regulatory frameworks and wish to raise for discussion the potential modification of this buffer distance. Staff has attached Buffer Maps for both downtown and the Hwy 8 corridor for council review.

Rationale for Change:

1. **Consistency with Existing Regulations**
   Currently, the City of Wyoming does not impose buffer distances between childcare facilities and businesses selling alcohol or tobacco products. Given that these products are likewise age-restricted and regulated by the State, the disparate treatment of cannabis retailers may be seen as inconsistent.
2. **Mapped Impacts on Commercial Zones**
   The attached buffer maps illustrate the extensive coverage of 500-foot buffers around childcare facilities in key commercial districts. These constraints significantly limit potential locations for cannabis retail, especially in the Central Business District and Greenway Corridor—areas where the ordinance otherwise allows for such businesses.
3. **Regulatory Parity Across Substances**
   While cannabis remains newly regulated, state law and local ordinance already require secure premises, ID verification, restricted advertising, and limited hours of operation, standards similar to or stricter than those applied to tobacco and liquor establishments.

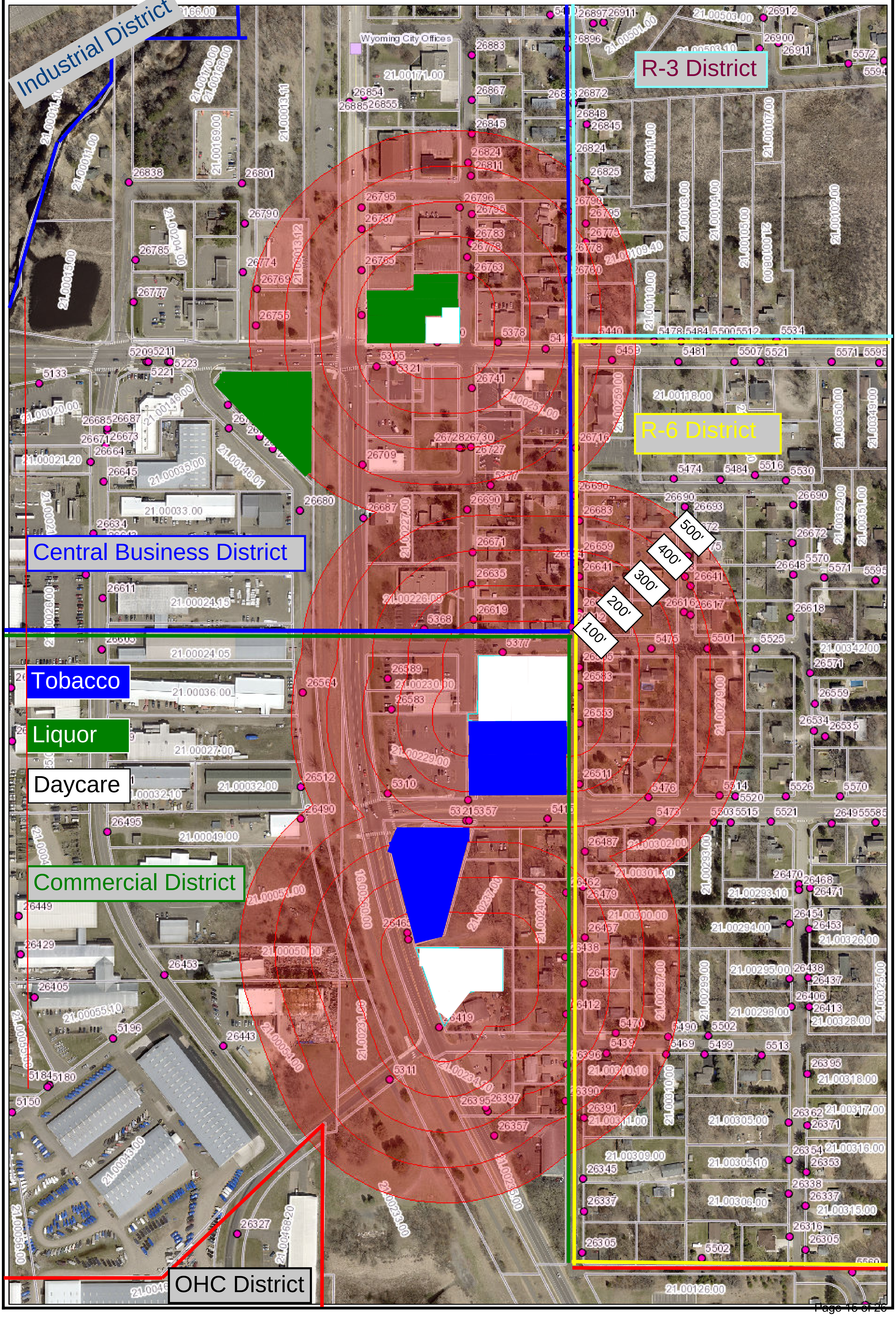
Recommendation:
Staff would like to discuss with council about the consideration of an ordinance amendment to reduce or remove the 500-foot buffer between cannabis retailers and licensed childcare facilities. This change would align cannabis retail siting standards with those used for tobacco and alcohol, while maintaining all other public health safeguards under state and local law.

Childcare All Feet Buffer Downtown

Date: 4/7/2025 Time: 11:13:48 AM

0 70 140 280 ft

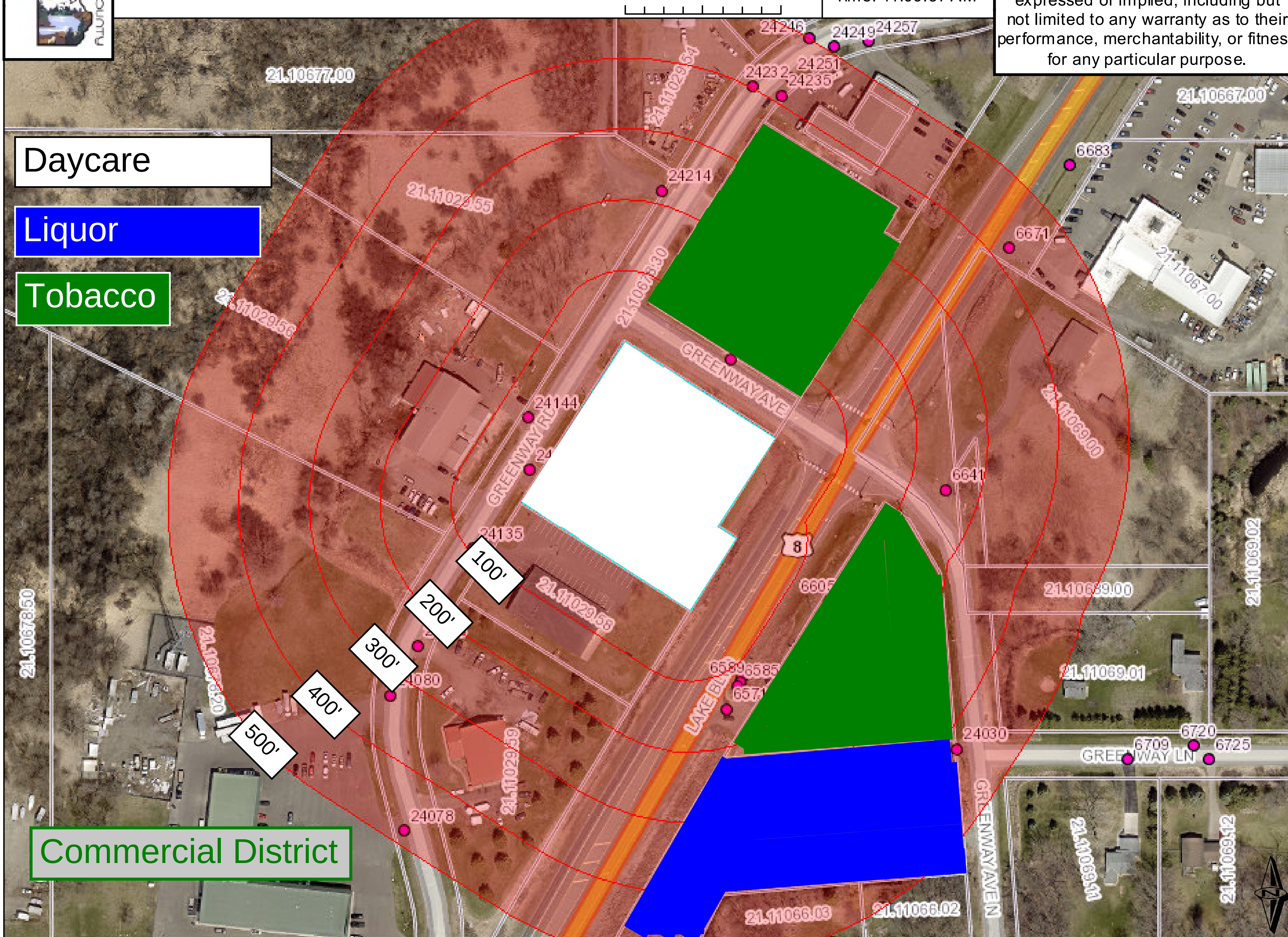
These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



Childcare All Feet Buffers Greenway

Date: 4/7/2025
Time: 11:09:57 AM

These data are provided on as "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF WYOMING

ORDINANCE NO. 2025~~4~~-01

AN ORDINANCE AMENDING THE CITY OF WYOMING CODE OF ORDINANCES, CHAPTER 12, BUSINESSES; CREATING ARTICLE VII, ESTABLISHING REGULATIONS FOR CANNABIS BUSINESSES AND AMENDING CHAPTER 40, ARTICLE IV, DEFINITION OF TERMS; ARTICLE VI, DIVISIONS 2, & 9 – 13 AMENDING ZONING DISTRICT ALLOWED USES FOR LICENSED CANNABIS BUSINESSES.

NOW THEREFORE, it is hereby ordained by the City Council of the City of Wyoming, Chisago County, Minnesota, that Chapters 12 and 40 of the Wyoming City Code are amended as follows:

ARTICLE VII CANNABIS BUSINESSES.

DIVISION 1. ADMINISTRATION.

Sec. 12-401. Findings and Purpose.

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes The City of Wyoming to protect the public health, safety, welfare of the City of Wyoming residents by regulating cannabis businesses within the legal boundaries of the City of Wyoming.

The City of Wyoming finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Wyoming, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

Sec. 12-402. Authority and Jurisdiction.

The City of Wyoming has the authority to adopt this ordinance pursuant to:

(1) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis businesses and hemp businesses.

(2) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of cannabis businesses and hemp businesses.

(3) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.

(4) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

(5) Ordinance shall be applicable to the legal boundaries of the City of Wyoming.

Sec. 12-403. Severability.

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

Sec. 12-404. Enforcement.

The city clerk administrator is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

DIVISION 2. REGISTRATION OF CANNABIS BUSINESSES.

Sec. 12-410. Consent to registering of Cannabis Businesses.

(1) No individual or entity may operate a cannabis retailer business or lower-potency hemp edible retailer business within the City of Wyoming without first registering with the City of Wyoming.

(2) Any cannabis retailer business or lower-potency hemp edible retailer business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to $2,000 for each violation.

Sec. 12-411. Compliance Check Prior to Retail Registration.

(1) Prior to issuance of a registration, the City of Wyoming shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Sec. 12-412. Registration and Application Procedure.

(1) Fees.

(a) A registration fee, as established in the City of Wyoming's fee schedule, shall be charged to applicants depending on the type of business license applied for.

(b) The initial registration fee shall include the initial registration fee and the first annual renewal fee.

(c) Any renewal registration fee imposed by the City of Wyoming shall be charged at the time of the second renewal and each subsequent renewal thereafter.

(2) Application Submittal
The City of Wyoming shall issue a registration to a cannabis retailer business or lower-potency hemp edible retailer business that adheres to the requirements of Minn. Stat. 342.22.

(a) An applicant for a registration shall fill out an application form, as provided by the City of Wyoming. Said form shall include, but is not limited to:

1. Full name of the property owner and applicant;
2. Address, email address, and telephone number of the applicant;
3. The address and parcel ID for the property which the retail registration is sought;
4. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13;
5. Other information as required in the application form.

(b) The applicant shall include with the form:

1. the registration fee as required in Section 12-412, (1);
2. a copy of a valid state license or written notice of OCM license preapproval;
3. Other information as required in the application form.

(c) Once an application is considered complete, the city clerk administrator shall inform the applicant as such, process the registration fees, and forward the application to the City Council for approval or denial.

1. The registration fee shall be non-refundable once processed.

(3) Application Approval.

(a) An application shall not be approved if the business would exceed the maximum number of registered businesses permitted under Section 12-415.

(b) An application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

(c) An application that meets the requirements of this ordinance shall be approved.

(4) Annual Compliance Checks.

(a) The City of Wyoming shall complete compliance checks pursuant to Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24.

(5) Location Change.

(a) A cannabis retailer business or lower-potency hemp edible retailer business shall be required to submit a new application for registration under Section 12-412, (2) if it seeks to move to a new location still within the legal boundaries of the City of Wyoming.

Sec. 12-413. Renewal of Registration.

(1) Annual Renewal of Registration.

(a) The City of Wyoming shall renew registration at the same time OCM renews the business' license.

(b) A business shall renew their registration on a form established by the City of Wyoming.

(c) A registration issued under this ordinance shall not be transferred.

(2) Renewal Fees.

(a) The City of Wyoming may charge a renewal fee for the registration starting at the second renewal, as established in the City of Wyoming's fee schedule.

(3) Renewal Application.

(a) The application for renewal of a registration shall include, but is not limited to:

1. Items required under Section 12-412, (2) of this Ordinance.

2. Other information as required in the application form.

Sec. 12-414. Suspension of Registration.

(1) When Suspension is Warranted.

(a) The City of Wyoming may suspend a registration if it violates the ordinance of the City of Wyoming or poses an immediate threat to the health or safety of the public. The City of Wyoming shall immediately notify the business in writing the grounds for the suspension.

(2) Length of Suspension.

(a) The suspension of a registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

(b) The City of Wyoming may reinstate a registration if OCM determines that the violation(s) have been resolved.

(3) Civil Penalties.

(a) The City of Wyoming may impose a civil penalty, as specified in the City of Wyoming's Fee Schedule, for registration violations, not to exceed $2,000.

Sec. 12-415. Limiting of Cannabis Registrations.

There shall be one registration available for either a cannabis microbusiness with a retail endorsement, cannabis mezzobusiness with a retail endorsement, or cannabis retailer businesses in the City of Wyoming.

DIVISION 3. REQUIREMENTS FOR CANNABIS BUSINESSES.

Sec. 12-420. Minimum Buffer Requirements.

Buffer distances shall be measured from the property line of the proposed cannabis business to the property line of the protected use. The buffer distance for a property platted as a condominium shall be measured from the parent parcel property line to the property line of the protected use.

(1) The City of Wyoming shall prohibit the operation of a cannabis business within 1,000 feet of a school.

~~(2) The City of Wyoming shall prohibit the operation of a cannabis business within 500 feet of a daycare.~~

~~(3)~~(2) The City of Wyoming shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.

~~(4)~~(3) The City of Wyoming shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Sec. 12-421. Definition of Terms.

The City of Wyoming Zoning Ordinance, Chapter 40, Division IV, shall be amended to include the following definitions:

(1) Cannabis Business. A business licensed by the Office of Cannabis Management (OCM) as defined by Minnesota Statute 342.01 Subd. 14.

(2) Cannabis Cultivator. A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, and packages and labels immature cannabis plants and seedlings and cannabis flower for sale to pursuant to Minnesota Statute Section 342.30.

(3) Cannabis Event. A temporary cannabis event lasting no more than four days operating pursuant to Minnesota Statute 342.39.

(4) Cannabis Manufacturer. A cannabis business that makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells cannabis concentrate, hemp concentrate, artificially derived cannabinoids, cannabis products, lower-potency hemp edibles, hemp-derived consumer products to other cannabis businesses pursuant to Minnesota Statute Section 342.31.

(5) Cannabis Mezzobusiness. A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to consumers pursuant to Minnesota Statute Section 342.29.

(6) Cannabis Microbusiness. A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to consumers, including on-site consumption, pursuant to Minnesota Statute Section 342.28.

(7) Cannabis Retailer. A cannabis business that sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to customers pursuant to Minnesota Statute Chapter 342 and as defined in Minn. Rule 9810.0200.

(8) Cannabis Testing Facility. A cannabis business that obtains and tests immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products from cannabis

microbusinesses, cannabis mezzobusinesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, and industrial hemp growers pursuant to Minnesota Statute Section 342.37.

(9) Cannabis Wholesaler. A cannabis business that sells immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products to cannabis microbusinesses, cannabis mezzobusinesses, cannabis manufacturers, and cannabis retailers pursuant to Minnesota Statute Section 342.33.

(10) Hemp Business. A business licensed by the Office of Cannabis Management (OCM) as defined by Minnesota Statute 342.01 Subd. 34.

(11) Lower-Potency Hemp Edible Manufacturer. A hemp business that makes hemp concentrate, manufactures artificially derived cannabinoids lower-potency hemp edibles, and/or hemp-derived consumer products, and sells hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, hemp-derived consumer products to other cannabis businesses and hemp businesses pursuant to Minnesota Statute Section 342.45.

(12) Lower-Potency Hemp Edible Retailer. A hemp business that sells lower-potency hemp edibles to customers, including on-site consumption, pursuant to Minnesota Statute Section 342.46

(13) Office of Cannabis Management (OCM). The state agency with the powers and duties of making rules, establishing policy, and exercising its regulatory authority over the cannabis industry and hemp consumer industry.

Sec. 12-422. Zoning and Land Use.

The City of Wyoming Zoning Ordinance, Chapter 40, shall be amended to incorporate licensed cannabis businesses as uses in suitable zoning districts as follows:

(1) Cannabis Cultivator.

(a) Cannabis businesses licensed or endorsed for cultivation are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(2) Cannabis Manufacturer.

(a) Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(3) Cannabis Mezzobusiness.

(a) Cannabis businesses licensed or endorsed for cannabis mezzobusiness are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(4) Cannabis Microbusiness.

(a) Cannabis businesses licensed or endorsed for cannabis microbusiness are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(5) Cannabis Retailer.

(a) Cannabis businesses licensed or endorsed for cannabis retail are permitted as an interim use in the following zoning districts:

1. Central Business (CBD) District.
2. Commercial (C) District.
3. Office and Health Care (OHC) District.
4. Mixed Use (MXD) District.

(6) Cannabis Wholesale.

(a) Cannabis businesses licensed or endorsed for wholesale are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(7) Cannabis Transportation.

(a) Cannabis businesses licensed or endorsed for transportation are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.
3. Mixed Use (MXD) District.

(8) Cannabis Delivery.

(a) Cannabis businesses licensed or endorsed for delivery are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.
3. Central Business (CBD) District.
4. Commercial (C) District.
5. Office and Health Care (OHC) District.
6. Mixed Use (MXD) District.

(9) Hemp Edible Manufacturer.

(a) Hemp businesses licensed or endorsed for lower-potency hemp edible manufacturers permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.
2. Industrial (I) District.

(10) Hemp Edible Retailer.

(a) Hemp businesses licensed or endorsed for lower-potency hemp edible retailers permitted as an accessory use for businesses with a valid liquor licensed issued under City Code Chapter 4 in the following zoning districts:

1. Central Business (CBD) District.
2. Commercial (C) District.
3. Office and Health Care (OHC) District.
4. Mixed Use (MXD) District.

(b) Hemp businesses licensed or endorsed for lower-potency hemp edible retailers permitted as an interim use in the following zoning districts:

1. Central Business (CBD) District.
2. Commercial (C) District.
3. Office and Health Care (OHC) District.
4. Mixed Use (MXD) District.

(11) Temporary Cannabis Event.

(a) Cannabis businesses licensed or endorsed for a temporary cannabis event are permitted as an interim use in the following zoning districts:

1. Agricultural (A) District.

Sec. 12-423. Odor.

(1) Cannabis Businesses and Hemp Businesses shall be ventilated so that all odors cannot be detected by a person with a normal sense of smell at the exterior of the facility or at any adjoining use or property; they shall not produce noxious or dangerous gases or odors or otherwise create a danger to any person or entity in or near the facilities.

(2) The facility shall not produce noxious or nuisance causing odors, subject to the following conditions:

(a) The applicant shall provide plans that show appropriate odor control systems so as not to produce any noxious or dangerous gases or odors or create any dangers to any person or entity in or near the facility.

(b) An odor maintenance plan must be submitted to the City and approved by the City.

Sec. 12-424. Hours of Operation.

(1) Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00 a.m. and 9:00 p.m.

(2) Lower-Potency Hemp Edible Retailer are limited to retail sale of lower-potency hemp edibles, or hemp-derived consumer products for off-site consumption between the hours of 10 a.m. and 9 p.m., seven days a week.

(3) Lower-Potency Hemp Edible Retailers are limited to retail sale of lower-potency hemp edibles, or hemp derived consumer products for on-site consumption between the hours of 8:00 a.m. & 2:00 a.m.

Sec. 12-425. Advertising.

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by the City of Wyoming's sign ordinances. Exterior wall, window, and monument signage shall contain only words and shall not depict a cannabis flower, cannabis product, hemp edibles, hemp derived edible consumer product or any other logo, picture, image, or symbol intended to denote or suggest cannabis, hemp, or related paraphernalia and the like. Additionally, a business logo containing the above depictions shall not be displayed as part of any exterior signage. No products, interior signage, advertisements, or like attention-getting items shall be placed or displayed that may be visible from the exterior of the Cannabis or Hemp Business.

Sec. 14-426. Security.

Any security bars, gates, or grills shall be retractable, shall remain open and retracted when the Cannabis or Hemp business is open to the public or otherwise in operation and shall not be installed on the exterior of the building.

DIVISION 4. TEMPORARY CANNABIS EVENTS.

Sec. 12-430. Permit Required for Temporary Cannabis Events.

(1) Permit Required.

(a) A permit is required to be issued and approved by the City of Wyoming prior to holding a Temporary Cannabis Event.

(2) Registration and Application Procedure.

(a) A registration fee, as established in the City of Wyoming's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

(3) Application Submittal and Review.

(a) The City of Wyoming shall require an application for Temporary Cannabis Events.

1. An applicant for a temporary cannabis event permit shall fill out an application form, as provided by the City of Wyoming. Said form shall include, but is not limited to:

i. Full name of the property owner and applicant;

ii. Address, email address, and telephone number of the applicant;

iii. Other information as required in the application form.

2. The applicant shall include with the form:

i. The registration fee as required in Section 12-430, (2);

ii. A copy of the OCM cannabis event license application, submitted pursuant to 342.39 Subd. 2.

(b) The application shall be submitted to the city clerk administrator, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(c) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(d) The registration fee shall be non-refundable once processed.

(4) The application for a permit for a Temporary Cannabis Event shall meet the following standards:

(a) An Interim Conditional Use Permit shall be required for the operation of a temporary cannabis event. All conditional uses shall be subject to the requirements of this Division and Chapter 40, Article V, Division 6 of this code.

(b) On-site consumption is prohibited.

(c) No off-site signage shall be permitted.

(5) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(6) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Wyoming shall notify the applicant of the standards not met and basis for denial.

DIVISION 5. LOCAL GOVERNMENT AS A CANNABIS RETAILER.

Sec. 12-440. The City of Wyoming may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

(1) The municipal cannabis retail store shall not be included in any limitation of the number of registered businesses under Section 12-415.

DIVISION 6. USE IN PUBLIC PLACES.

Sec. 12-450. No person shall use cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site consumption of adult-use.

Sec. 40 – 451–459. Reserved.

Passed and approved by the City Council of the City of Wyoming this 6th day of November, 2024.

____
Lisa Iverson, Mayor

ATTEST:

____
Robb Linwood, City Clerk

This Document Drafted by:
The City of Wyoming
26885 Forest Boulevard
Wyoming, Minnesota 55092