

**BERESFORD CITY COUNCIL
SPECIAL MEETING AGENDA
Monday, December 30, 2024, 4:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Pledge of Allegiance

[2] – Call to Order & Roll Call

[3] – Adopt Agenda

[4] – New Business

- Great Life Lease Renewal – Ben Reiter

[5] – Payment of Bills

[6] – Executive Session – Personnel – employee evaluations

[7] – Adjournment

Welcome to your City Council Meeting

If you wish to participate in the discussion, the meeting provides several opportunities:

1. After the minutes are approved and public hearings are held, the mayor will ask if any visitors wish to be heard. Any item **NOT** on the agenda may be discussed. Items requiring action will then be placed on the next city council agenda for formal action.
2. During the discussion of agenda topics, anyone may comment if the Council is accepting public testimony. The mayor may recognize you if you raise your hand. Please state your name and address for the city minutes. Discussion occurs before motions are made and seconded. Discussion also occurs after the motion is seconded and before the vote.

If you would like to join the meeting via Zoom, please follow the instructions below.

Topic: Beresford City Council Meeting

Time: December 30, 2024, 04:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/8410157004?pwd=K0xERjZtbmw4Z3A2anVoT3JjbjFpdz09&omn=87980679574>

Meeting ID: 84 101 57004

Passcode: Beresford

Dial by your location

+1-253-205-0468 US

AFFILIATE AGREEMENT

THIS AFFILIATE AGREEMENT (the "**Agreement**") is made and entered into as of the 1st day of February, 2025 (hereinafter the "**Effective Date**"), by and between GL Management, LLC, a South Dakota limited liability company (hereinafter "**GL**"), and the city of Beresford, a South Dakota municipality (hereinafter "**Affiliate**"),

WITNESSETH

WHEREAS, GL offers a membership program pursuant to which its members have privileges to use certain golf courses and fitness centers during the term of the member's active membership in GL;

WHEREAS, Affiliate owns and operates a 9-hole golf course in Beresford, SD, known as The Bridges @ Beresford Golf Course (the "**The Golf Course**");

WHEREAS, GL desires to have its members have access to play the Golf Course subject to the terms and conditions herein during the 2025 golfing season(s) and as may be extended as provided herein; and

WHEREAS, Affiliate desires to allow the GL members to play the Golf Course subject to the following terms and conditions herein and to collaborate with GL in golf course operations and maintenance matters as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and conditions set forth herein, the sufficiency of which as consideration is acknowledged, the parties hereto agree as follows:

ARTICLE I **SCOPE OF AFFILIATION**

A. Golf Privileges. GL members holding a current and valid GL membership, shall be allowed to play golf, without paying green fees, during the times and subject to the limitations specified in Attachment A hereto, incorporated herein by this reference. Such GL members playing golf on the Golf Course will be responsible for paying any other applicable fees or charges, including without limitation golf cart rental, supplies or food and beverage.

B. GL Membership Program. GL shall maintain and allow electronic access by the Golf Course staff to an active database of its members and their active membership status and type (individual, couple or family with members by name).

C. **Payment for Privileges.** GL shall pay to the Golf Course a retainer as specified in Attachment B hereto and incorporated herein by this reference.

D. **Non-Golf Matters.** In addition to the golfing privileges provided for above, the parties further agree to cooperate on certain golf course operations and maintenance matters as described in Attachment C hereto and incorporated herein by this reference.

ARTICLE II **TERM OF AFFILIATION**

This Agreement shall be effective as of the date first set forth above and, shall expire on the 31st day of December 2025 (the "Term"). Following the 2025 golfing season, the parties may extend the term of this Agreement in annual terms by updating and re-initialing the detailed terms contained in each of the Attachments hereto.

ARTICLE III **MANAGEMENT**

Each party shall designate a person to be responsible for the overall administration of this Agreement. Such representatives shall meet from time to time during the golfing season to develop mutual operating efficiencies and opportunities between GL and Affiliate.

ARTICLE IV **NO PARTNERSHIP**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GL and Affiliate or the Golf Course and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as is provided herein or otherwise agreed in writing.

ARTICLE V **TRADEMARK, TRADE NAME AND COPYRIGHTS**

Except as provided herein, this Agreement does not give either party any ownership rights or interest in the other party's trade name, trademarks or copyrights. Notwithstanding the foregoing, during the Term of this Agreement, each party may use the other's name and logo for the specific and limited purposes of promoting this affiliation. The right to use each other's logo shall terminate upon termination of this Agreement for any reason.

ARTICLE VI
INDEMNIFICATION

Each Party shall indemnify, defend and hold the other, its affiliates, employees, agents and its members, managers, shareholders, directors, and officers, as the case may be, harmless from and against any and all third-party suits, actions, investigations and proceedings, and related costs and expenses (including reasonable attorney's fees) relating to activities contemplated by this Agreement and resulting solely and directly from the indemnifying party's negligence or willful misconduct. Neither party shall be required hereunder to defend, indemnify or hold harmless the other and/or its partners, shareholders, directors, officers, directors, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the party seeking indemnification or of any third-party. Each of the Parties agrees to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying party shall have the right to defend against any such claim with counsel of its own choosing and to settle and/or compromise such claim as it deems appropriate. Each party further agrees to cooperate with the other in the defense of any such claim or other matter.

ARTICLE VII
NON-SOLICITATION OF PERSONNEL

GL and Affiliate agree not to hire, or to engage as independent contractors, the other's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement except as may be mutually agreed in writing.

ARTICLE VII
GENERAL PROVISIONS

A. Entire Agreement: This Agreement together with all documents incorporated by reference herein constitute the entire and sole agreement between the parties with respect to the subject matter hereof and supersede any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the parties.

B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any document which may be annexed hereto, the terms of this Agreement shall govern.

C. Assignment and Delegation: Neither party shall assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person and/or entity without prior express written approval of the other party.

D. Notices: Any notice required or permitted to be given under this Agreement shall be in writing, delivered by hand delivery or by commercial overnight courier or registered or certified U.S. Mail, to the address stated below for GL or to the address stated below for Affiliate, and shall be deemed duly given upon receipt, or if by registered or certified mail three (3) business days following deposit in the U.S. Mail. The parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.

If to GL:
GL MANAGEMENT, LLC

3800 West 53rd Street
Sioux Falls, S.D. 57106-4223
Attn: Tom Walsh, Sr.

If to Affiliate:
The Bridges at Beresford
Owned by the City of Beresford
A South Dakota municipality

Attn: _____

With a copy to:
Quaintance Law Office P.C.
Attn: John Quaintance

100 S. Phillips Ave. Suite 100
Sioux Falls, S.D. 57104

With a copy to:

E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Governing Law and Litigation: This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota without giving effect to its choice of law principles. Any litigation regarding this Agreement shall be venued in the Second Judicial Circuit Court, Minnehaha County, South Dakota and the prevailing party therein, as determined by the Court, shall recover from the non-prevailing party its attorneys' fees and expenses, in addition to its statutory costs and disbursements.

G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

GL MANAGEMENT, LLC
a South Dakota limited liability company

The City of Beresford
A South Dakota municipality

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

Golf Privileges

Times:

During the Term of this Agreement, GL Members may play (defined as reserved or approved starting tee time) the Golf Course without paying green fees whenever the course is open for public play.

Advance Booking Reservations:

As a general matter, GL Members (valid and active) may reserve tee times in advance by contacting the Golf Course golf shop by phone or electronically (if facility exists) not more than three (3) days in advance.

By way of illustration only:

A GL Member wants to play golf at noon on Friday, the 15th of a month. He or she would be able to reserve the desired tee time, subject to previously booked commitments to the Golf Course Members or guests, beginning at noon on Tuesday, the 12th (the 3rd day prior).

The golf course may, at its discretion, allow GL members to reserve tee times more than three (3) days in advance.

GL Members who do not make advance reservations are still welcome to play the course without paying green fees, but would be considered a "walk-on" and subject only to the standard availability constraints as would any other walk-on golfer, whether or not a member of either the Golf Course or GL.

ATTACHMENT B

2025 Maximum Monthly Retainer

March 2025	\$2.75 per nine-hole round up to a maximum of \$ 2000
April 2025	\$2.75 per nine-hole round up to a maximum of \$ 2000
May 2025	\$2.75 per nine-hole round up to a maximum of \$ 2000
June 2025	\$2.75 per nine-hole round up to a maximum of \$ 3000
July 2025	\$2.75 per nine-hole round up to a maximum of \$ 3000
August 2025	\$2.75 per nine-hole round up to a maximum of \$ 3000
September 2025	\$2.75 per nine-hole round up to a maximum of \$ 2000
October 2025	\$2.75 per nine-hole round up to a maximum of \$ 2000

The Maximum Monthly Retainer shall apply to rounds of golf played by GL members 14 years of age or older. Children 13 years of age or younger who are part of a family with a GL family golf and fitness membership may play golf without charge, and the affiliate will not be entitled to compensation. The affiliate may, at its discretion, require that children 13 years of age or younger be accompanied by an adult.

Notwithstanding that no Monthly Retainer is required of GL during the months of November through March, GL Members may play the Golf Course on the terms appearing on Attachment A on those days prior to March 1 and after October 31 on which the Golf Course is open for play.

ATTACHMENT C

Operations and Maintenance

The parties shall, on a best efforts' basis, coordinate and collaborate for their individual and mutual benefit, plus that of their respective members, in the following matters affecting operations and maintenance:

1. **Computerized Records**: GL will be using a membership database, reservation, and point-of-sale system. The Golf Course will have access to the "Admissions" module of that system to allow the Golf Course to verify the valid membership status of GL Members as well as to make tee time reservations electronically to the extent possible through the Admittance Module of the software.
2. **Golf Expos**: During Golf Expos, the parties shall, in their respective booths, if any, explain to prospective members the nature and terms of the affiliation between the parties based on the terms and provisions contained in this Agreement.
3. **GL Buying Group**: The Golf Course shall be offered the option to order and purchase any supplies available through a buying group, if any, for GL affiliates.