

**JOINT BERESFORD PLANNING COMMISSION/BERESFORD CITY COUNCIL MEETING
SPECIAL MEETING AGENDA**

Monday, August 30, 2021 5:30 P.M.

Beresford City Council Chambers – 103 N. 3rd St.

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Public Hearing

- Joint Public Hearing City Council and Planning Commission - Regarding Ordinance #2021-04 An Ordinance Creating Zoning Regulations for Cannabis Establishments

[4] – Adjournment of Joint City Council and Planning Commission Meeting

[5] – Planning and Zoning Commission Business Items

- Recommendation to City Council to Approve Ordinance #2021-04 an Ordinance Creating Zoning Regulations for Cannabis Establishments

[6] – Adjourn Planning and Zoning Commission Meeting

[7] – City Council Business Items

- 1st Reading of Ordinance 2021-04 An Ordinance Creating Zoning Regulations for Cannabis Establishments
- 1st Reading of Ordinance 2021-05 An Ordinance Creating Licensing Regulations for Cannabis Establishments in the City of Beresford, South Dakota

[8] – Public Hearings

- Rezoning request from NRC Properties LLC, 105 W. Spruce St. to rezone Lot A, Blk 6 Original Beresford City from Central Business District (CB) to Single-Family Residential District (R1)
 - Consider 1st reading of Ordinance 2021-06 A Zoning Amendment for the City of Beresford
- Rezoning request from Woody Houser, 505 ½ S. West 13th St., to rezone Industrial Tract 7A in E. ½ of the SE ¼ of Sect. 6 T95N R50W of the 5th P.M. City of Beresford, Union County SD from Multi-Family Residential District, (R2) to General Business District (GB)
 - Consider 1st reading of Ordinance 2021-07 A Zoning Amendment for the City of Beresford

[9] – New Business

- Appointments to Beresford Economic Development Corporation Board of Directors
- Bridges Golf Cart Lease Renewal
- P/T hire for parks and golf course outside maintenance

[10] – Adjournment of City Council

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: City Council Meeting Monday August 30, 2021
Time: August 30, 2021 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUF0b0VGZ3crQT09>

Meeting ID: 546 078 0834

Passcode: Beresford

One tap mobile

+12532158782,,5460780834#,,,,*140120663# US (Tacoma)

+13462487799,,5460780834#,,,,*140120663# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUF0b0VGZ3crQT09>

BERESFORD CITY PLANNING COMMISSION AND BERESFORD CITY COUNCIL

NOTICE OF JOINT PUBLIC HEARING

ORDINANCE #2021-04

AN ORDINANCE ENTITLED, AN ORDINANCE TO AMEND ARTICLE 1 GENERAL PROVISIONS, ARTICLE 8 CENTRAL BUSINESS DISTRICT, ARTICLE 9 GENERAL BUSINESS DISTRICT, ARTICLE 10 LIGHT INDUSTRIAL DISTRICT, ARTICLE 11 HEAVY INDUSTRIAL DISTRICT, ARTICLE 12 ADDITIONAL USE REGULATIONS, AND ARTICLE 20 DEFINITIONS OF THE BERESFORD CODE OF ORDINANCES TITLE 9 PLANNING AND ZONING CHAPTER 9.0108 ZONING REGULATIONS, AND THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH.

The Beresford City Planning Commission and the Beresford City Council will hold a joint public hearing on August 30, 2021 at 5:30 p.m. at City Council Chambers, 103 N 3rd St, Beresford, SD 57004. All interested persons are encouraged to attend in person and comment on Ordinance #2021-04. Ordinance #2101-04 will consider amendments to the Zoning Regulations for **Medical Marijuana Establishments**. The City Council may also consider the first reading of Ordinance #2101-05 for establishing licensing procedures and policies for **Medical Marijuana Establishments**.

After the public hearing, the Planning Commission may pass a resolution recommending approval of Ordinance #2021-04, with or without amendment, to the City Council. The City Council may have first reading of Ordinance #2021-04 by title and set a 2nd reading date.

The proposed Ordinance #2021-04 will be made available for public inspection at City Hall located at 101 N 3rd St, Beresford, SD 57004, and on-line at beresfordsd.com pursuant to SDCL Chapter 11-4 and amendments thereto.

Written comments may be filed by emailing the Finance Officer at elaine@bmtc.net or by mailing them to the Finance Officer at 101 N. 3rd Street, Beresford, SD 57004 on or before noon on August 30, 2021.

ORDINANCE NO. 2021-04

AN ORDINANCE ENTITLED, AN ORDINANCE TO AMEND ARTICLE 1 GENERAL PROVISIONS, ARTICLE 8 CENTRAL BUSINESS DISTRICT, ARTICLE 9 GENERAL BUSINESS DISTRICT, ARTICLE 10 LIGHT INDUSTRIAL DISTRICT, ARTICLE 11 HEAVY INDUSTRIAL DISTRICT, ARTICLE 12 ADDITIONAL USE REGULATIONS, AND ARTICLE 20 DEFINITIONS OF THE BERESFORD CODE OF ORDINANCES TITLE 9 PLANNING AND ZONING CHAPTER 9.0108 ZONING REGULATIONS, AND THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED by the City Council of the City of Beresford, South Dakota that amendments be made to the 2017 Revised Beresford Zoning Regulations of the City of Beresford be by adding the following:

1. ARTICLE 1. GENERAL PROVISIONS

1.04.01 Prohibited Uses

All uses and structures not specifically listed as a permitted use or as a conditional use in a particular zoning district shall be prohibited in said district.

2. ARTICLE 8: Central Business District

8.01 Permitted Uses

Cannabis Dispensaries	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
------------------------------	---

3. ARTICLE 9: General Business District

9.01 Permitted Uses

Cannabis Dispensaries	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
------------------------------	---

4. ARTICLE 10: Light Industrial District

10.01 Permitted Uses

Cannabis Testing Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
Cannabis Product Manufacturing Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
Cannabis Cultivation Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16

5. ARTICLE 11: Heavy Industrial District

11.01 Permitted Uses

Cannabis Testing Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
Cannabis Product Manufacturing Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16
Cannabis Cultivation Facility	12.02, 12.04, 12.05, 12.06, 12.11, 12.16

6. ARTICLE 12: Additional Use Regulations

12.16 CANNABIS DISPENSARIES.

A. Maximum Number of Cannabis Dispensaries.

- 1. In the development and execution of these regulations, it is recognized that there are some uses which because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a potential deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.**
- 2. The City of Beresford shall allow up to ____ () cannabis dispensary/dispensaries provided the time, place, and manner of said dispensary complies with this ordinance.**

B. Required Separation Distances

- 1. A cannabis dispensary shall be located not less than One-thousand Feet (1,000') from a public or private school existing before the date of the cannabis dispensary application.**
- 2. Prescribed separation/setback distances from a public or private school existing before the date of the cannabis dispensary application are to be measured from the lot line of the property where the dispensary is proposed.**
- 3. No cannabis establishments may be located within Five Hundred Feet (500') of another cannabis establishment.**

C. Other Locational Requirements

- 1. Permanent or temporary dispensaries are prohibited in all other zoning districts and not eligible for a home occupation use.**
- 2. It shall be unlawful to operate a dispensary in a building which contains a residence or a mixed-use building with commercial and residential uses.**
- 3. Drive-thru services shall not be permitted at a cannabis dispensary and all sales must be completed at the dispensary location.**

D. Controlled Access - No cannabis establishment shall share premises with or permit access directly from another medical cannabis establishment, business that sells alcohol or tobacco, or, if allowed by law, other cannabis establishment.

E. Hours of operation:

- 1. Cannabis dispensaries are allowed to be open between the hours of 8:00 a.m. and 8:00 p.m. each day of the week.**

F. Documentation of State Licensure.

- 1. No cannabis dispensary shall acquire, possess, store, deliver transfer, transport, supply, or dispense cannabis, cannabis products, paraphernalia without providing documentation of licensure from the State of South Dakota.**

G. The zoning official is authorized to issue permits (building/use) for cannabis dispensaries subject to following:

1. Submission of a site plan containing the following:

- i. Any information required for applicable building permit,**
- ii. Ingress and egress plan;**
- iii. Parking plan;**
- iv. Lighting plan (including security lighting);**
- v. Screening/security fencing plan;**
- vi. Refuse plan;**
- vii. Hours of Operation;**
- viii. Any other information as lawfully may be required by the Zoning official to determine compliance with this ordinance.**

2. Documentation of ability to meet setback/separation requirements.

3. Documentation of State Licensure.

H. All Cannabis Establishments are required to be constructed in conformance with the most recent edition of the International Building Code and International Fire Code adopted by City Council of the City of Beresford.

BE IT FURTHER ORDAINED by the City Council of the City of Beresford, South Dakota: that ARTICLE 20 DEFINITIONS, ARTICLE 20.02 , "Definitions" adopted by the 2017 Revised Beresford Zoning Regulations as amended of the City of Beresford be amended by adding the following:

CANNABIS (OR MARIJUANA): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing

or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

CANNABIS CULTIVATION FACILITY: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

CANNABIS DISPENSARY: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

CANNABIS ESTABLISHMENT: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

CANNABIS PRODUCT MANUFACTURING FACILITY: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

CANNABIS PRODUCTS: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

CANNABIS TESTING FACILITY: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Passed and adopted this ___ day of _____, 2021.

By: _____
Nathan Anderson, Mayor

ATTEST:

Elaine Johnson
Municipal Finance Officer

First Reading:
Second Reading:
Date Adopted:
Date Published:
Effective Date:

ORDINANCE 2021-05

AN ORDINANCE AMENDING CITY OF BERESFORD REVISED MUNICIPAL ORDINANCES TITLE 4 LICENSES BY ADDING CHAPTER 4.05 WHICH ENACTS LICENSING PROVISIONS FOR CANNABIS ESTABLISHMENTS, AND FOR THE REPEAL OF ALL RESOLUTIONS AND ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED by the City Council of the City of Beresford that Title 4 of the Ordinances of the City of Beresford is hereby amended by adding a new Chapter 4.05 as follows:

CHAPTER 4.05: LICENSING PROVISIONS FOR CANNABIS ESTABLISHMENTS

Section

- 4.0501 Purpose and Intent
- 4.0502 Definitions
- 4.0503 License Required
- 4.0504 License Application
- 4.0505 Issuance of License
- 4.0506 City Neutrality as to Applicants
- 4.0507 Number of Cannabis Dispensaries
- 4.0508 Expiration of License and Renewal
- 4.0509 Suspension
- 4.0510 Revocation
- 4.0511 Suspension and Revocation Process
- 4.0512 Appeal
- 4.0513 Licenses not Transferrable
- 4.0514 Hours of Operation for Dispensaries
- 4.0515 Liability for Violations
- 4.0516 Penalties

§ 4.0501: PURPOSE AND INTENT

The City Council of the City of Beresford enacts the following licensing ordinances in order to ensure that cannabis establishments within the municipal boundaries of the City operate in a manner which complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employees, recognizes certain safety and security considerations, and minimizes risk of unauthorized use or access of cannabis by the general public.

§ 4.0502: DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all

derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Department: the South Dakota Department of Health

§ 4.0503: LICENSE REQUIRED

- (A) No cannabis establishment may be located or operate in the city without the appropriate valid and current cannabis establishment license issued by the city pursuant to this article. A violation of this provision is subject to the general penalty provision in § 4.0516. Each day of the violation constitutes a separate offense.
- (B) No cannabis establishment may be located or operate in the city without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. A violation of this provision is subject to the general penalty provision in § 4.0516. Each day of the violation constitutes a separate offense.

§ 4.0504: LICENSE APPLICATION

- (A) An application for a cannabis establishment license must be made on a form provided by the city. No other application form will be considered.
- (B) The applicant must submit the following:
 - (1) Application fee of \$5,000.00. The City will reimburse \$2,500 for applicants who fail to obtain a

registration certificate from the South Dakota Department of Health.

(2) An application that will include, but is not limited to, the following:

- (a) The legal name of the prospective cannabis establishment;
- (b) The physical address of the prospective cannabis establishment that meets the zoning requirements in Chapter 9.05 Zoning Regulations as well as any location requirements pursuant SDCL 34-20G and the administrative rules promulgated thereunder.
- (c) The name, address, and birth date of each principal officer, owner, and board member of the proposed cannabis establishment.
- (d) A sworn statement that no principal officer, owner, or board member has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction.
- (e) Any additional information requested by the city.

§ 4.0505: ISSUANCE OF LICENSE

(A) The city will issue a license unless:

- (1) The applicant has made a false statement on the application or submits false records or documentation; or
- (2) Any owners, principal officer, or board member of the applicant is under the age of twenty-one (21) years; or
- (3) Any owner, principal officer, or board member of the applicant has been convicted of a violent felony offense in the previous ten (10) years in any jurisdiction; or
- (4) The proposed location does not meet the applicable zoning requirements under Chapter 9.05 Zoning Regulations; or
- (5) The proposed location does not meet all location requirements under SDCL 34-20G and the administrative rules promulgated thereunder; or
- (6) The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
- (7) Any owner, principal officer, or board member of the applicant has had a cannabis establishment license revoked by the city or a registration certificate revoked by the state; or
- (8) An applicant, or an owner, principal officer, or board member thereof, is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any cannabis establishment; or
- (9) The applicant will not be operating the business for which the license would be issued.

- (B) In the case of an application for a cannabis dispensary license, the city will reject the application if the limit on the number of cannabis dispensaries has been reached.
- (C) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment so that it may be easily read at any time.

§ 4.0506: CITY NEUTRALITY AS TO APPLICANTS

- (A) Upon request from the Department as to the City's preference of applicants, the City will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the City will abstain from endorsing any application as beneficial to the community.

§ 4.0507: NUMBER OF CANNABIS DISPENSARIES

- (A) No more than ___ (__) cannabis dispensary/dispensaries shall be allowed to operate in the City at any time.

§ 4.0508: EXPIRATION OF LICENSE AND RENEWAL

- (A) Each license expires one year from the date of issuance and may be renewed only by making application as provided in Section 4.0504. Application for renewal must be submitted at least thirty (30) days before the expiration date. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (B) The renewal fee is \$5,000.00. The City will reimburse \$2,500 for applicants who fail to obtain a renewal of their registration certificate from the Department.
- (C) Failure to renew a license in accordance with this section may result in additional fees. Upon expiration of the license, the city may order closure of the cannabis establishment.
- (D) If a license holder has not operated an establishment for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

§ 4.0509: SUSPENSION

- (A) A license may be suspended if the license holder or an employee or agent of the license holder:
 - (1) Violates or is otherwise not in compliance with any section of this article.
 - (2) Consumes or smokes or allows any person to consume or smoke cannabis on the premises of the cannabis establishment.
 - (3) Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.

- (B) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (C) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.

§ 4.0510: REVOCATION

- (A) A license may be revoked if the license is suspended under Section 4.0509 and the cause for the suspension is not remedied.
- (B) A license may be revoked if the license is subject to suspension under Section 4.0509 because of a violation outlined in that section and the license has been previously suspended in the preceding 24 months.
- (C) A license is subject to revocation if a license holder or employee of a license holder:
 - (1) Gave false or misleading information in the material submitted during the application process;
 - (2) Knowingly allowed possession, use, or sale of non-cannabis controlled substances on the premises;
 - (3) Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended;
 - (4) Repeated violations of Section 4.0509;
 - (5) Operated a function of a cannabis establishment for which the license holder was not licensed (e.g., a licensed cannabis cultivation facility conducting cannabis testing functions without a cannabis testing establishment license);
 - (6) A license holder, or an owner, principal officer, or board member thereof, is delinquent in payment to the city, county, or state for any taxes or fees related to the cannabis establishment;
 - (7) A license holder, or an owner, principal officers, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-20G;
 - (8) The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired;
 - (9) The license holder allows a public nuisance to continue after notice from the City.

§ 4.0511. SUSPENSION AND REVOCATION PROCESS

- (A) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the city's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the cannabis establishment.

- (B) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before a hearing panel, which will consist of the Mayor, Finance Officer, and Vice Chair of the Planning Commission.
- (C) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.
- (D) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (E) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

§ 4.0512: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the City Council by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to City Hall 101 N. 3rd St., Beresford, South Dakota, 57004. The appeal will be considered by the City Council at a regularly scheduled meeting within one month of the receipt of the appeal.

§ 4.0513: LICENSES NOT TRANSFERRABLE

No cannabis establishment license holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application.

§ 4.0514: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 8:00 p.m. and 8:00 a.m. any day of the week.

§ 4.0515: LIABILITY FOR VIOLATIONS

Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner or a person who managed, supervised or controlled the operation of the cannabis establishment, knowingly allowed such act to occur on the premises.

§ 4.0516: PENALTIES

Any person who operates or causes to be operated a cannabis establishment without a valid license or in

violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a cannabis establishment so operates is a separate offense or violation.

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Passed and adopted this _____ day of _____, 2021.

By: _____
Nathan Anderson, Mayor

ATTEST:

Elaine Johnson
Municipal Finance Officer

First Reading:
Second Reading:
Date Adopted:
Date Published:
Effective Date:

NOTICE OF HEARING

Notice is hereby given that the Beresford City Council will hold a public hearing on August 30, 2021 at 5:30 p.m. in the City Council Chambers at 103 N. 3rd St. for the purpose of considering a request to rezone from Central Business (CB) to Single-Family Residential (R-1) the following described property:

Lot A, Blk 6 Original Beresford City (105 W. Spruce St.)

At this time and place all persons interested in granting or denying said request will be given a full, fair and complete hearing thereon.

Dated at Beresford, South Dakota this 13th day of August, 2021

Jerry Zeimetz, City Administrator

(Publish: August 19, 2021)

REQUEST TO REZONE
PROPERTY IN BERESFORD CITY LIMITS

BERESFORD PLANNING AND ZONING OFFICE
101 N. 3RD ST., BERESFORD, SD 57004
Phone (605) 763-2008, Fax (605) 763-2329

APPLICANT INFORMATION

Property Owner Name NRC Properties, LLC
Mailing Address PO Box 471
City Beresford State SD Zip 57004
Contact Person Nathan Jensen Phone Number 605-214-6057

PROPERTY INFORMATION

Legal Description of Property LOT A BLK 6 ORIG BERES CITY

Address of Property 105 W. Spruce St.
Beresford, SD 57004

Reason for Rezone Request when we purchased this property the back half was residential and we want to zone the entire building residential.

Lot measurement: Width 30 Length 60 Other _____

Current Zoning Classification: CB - Central Business
New Zoning Request Classification: R-1 - Single Family Residential

SIGNATURE

I hereby request the above described rezone request and also state that I am the true and correct owner of the above-described property.

Signature Nathan R. Jensen Date 7/19/2021

APPLICATION FEE: \$200 – FEE MUST BE PAID AT THE TIME REZONE
REQUEST IS FILED AT CITY HALL

N 3RD ST

Property Location



Baptist Church

First Savings Bank

W SPRUCE ST

N 4TH ST

WASS



ORDINANCE NUMBER 2021-06

A ZONING AMENDMENT FOR THE CITY OF BERESFORD

AN ORDINANCE REZONING AND AMENDING THE ZONING REGULATIONS FOR THE CITY OF BERESFORD, SOUTH DAKOTA, BY REZONING FROM CENTRAL BUSINESS (CB) TO SINGLE-FAMILY RESIDENTIAL (R1) THE FOLLOWING PROPERTY:

Lot A, Blk 6 Original Beresford City (105 W. Spruce St.)City of Beresford, Union County, SD

That this Ordinance amends zoning regulations for the City of Beresford, South Dakota, with such regulation being set forth in the document titled Beresford Zoning Ordinance; provides restrictions, district boundaries and zoning map; provides for the administration, enforcement and amendment of this Ordinance; and repeals any other ordinance or parts thereof in conflict with this Ordinance.

First Reading:

Second Reading:

Publication Date:

Effective Date:

ATTEST:

Nathan Anderson, Mayor
City of Beresford

Elaine Johnson
Finance Officer

NOTICE OF HEARING

Notice is hereby given that the Beresford City Council will hold a public hearing on August 30, 2021 at 5:30 p.m. in the City Council Chambers at 103 N. 3rd St. for the purpose of considering a request to rezone from Multi-Family Residential (R-2) to General Business (GB) the following described property:

Industrial Tract 7A in E. ½ of the SE ¼ of Sect. 6, Township 95 North, Range 50 West of the 5th P.M., City of Beresford, Union County, South Dakota

At this time and place all persons interested in granting or denying said request will be given a full, fair and complete hearing thereon.

Dated at Beresford, South Dakota this 13th day of August, 2021

Jerry Zeimetz, City Administrator

(Publish: August 19, 2021)

**REQUEST TO REZONE
PROPERTY IN BERESFORD CITY LIMITS**

**BERESFORD PLANNING AND ZONING OFFICE
101 N. 3RD ST., BERESFORD, SD 57004
Phone (605) 763-2008, Fax (605) 763-2329**

APPLICANT INFORMATION

Property Owner Name Woody Houser
Mailing Address 47267 300th
City Beresford State SD Zip 57004
Contact Person Woody Phone Number (605) 231-1867

PROPERTY INFORMATION

Legal Description of Property Industrial Tract 7A IN E 1/2 of the SE 1/4
of Sect. 6, Township 95 North, Range 50 West of the 5th P.M. City of Beresford
Address of Property 505 1/2 S. West 13th.

Reason for Rezone Request Expansion of Campground

Lot measurement: Width _____ Length _____ Other _____

Current Zoning Classification: Multi Family (R-2)

New Zoning Request Classification: General Business (GB)

SIGNATURE

I hereby request the above described rezone request and also state that I am the true and correct owner of the above-described property.

Signature Woody Houser Date 7-20-21

APPLICATION FEE: \$200 – FEE MUST BE PAID AT THE TIME REZONE
REQUEST IS FILED AT CITY HALL



Property Location



Campground

Slumberland

SW 13TH ST

LOCUST ST

SUNSET DR

ORDINANCE NUMBER 2021-07

A ZONING AMENDMENT FOR THE CITY OF BERESFORD

AN ORDINANCE REZONING AND AMENDING THE ZONING REGULATIONS FOR THE CITY OF BERESFORD, SOUTH DAKOTA, BY REZONING FROM CENTRAL BUSINESS (CB) TO SINGLE-FAMILY RESIDENTIAL (R1) THE FOLLOWING PROPERTY:

Industrial Tract 7A in E. ½ of the SE ¼ of Sect. 6, Township 95 North, Range 50 West of the 5th P.M., City of Beresford, Union County, South Dakota.

That this Ordinance amends zoning regulations for the City of Beresford, South Dakota, with such regulation being set forth in the document titled Beresford Zoning Ordinance; provides restrictions, district boundaries and zoning map; provides for the administration, enforcement and amendment of this Ordinance; and repeals any other ordinance or parts thereof in conflict with this Ordinance.

First Reading:

Second Reading:

Publication Date:

Effective Date:

ATTEST:

Nathan Anderson, Mayor
City of Beresford

Elaine Johnson
Finance Officer

jerry@bmtc.net

From: Gregory Bates <gregorybates18@yahoo.com>
Sent: Monday, August 16, 2021 9:19 AM
To: jerry@bmtc.net

Could I get Derek Livingston on tonight to get hired. All my work ^{grj arc} is done tomorrow =

10:45/HR

MR. Golf Car, Inc.

822 – 8th Street, P.O. Box 70

Springfield, SD 57062

www.mrgolfcar.net

PHONE: 605-369-2625 FAX: 605-369-2700

August 17th, 2021

Club House Manager
Bridges Golf Course
601 South 7th
Beresford, SD 57004

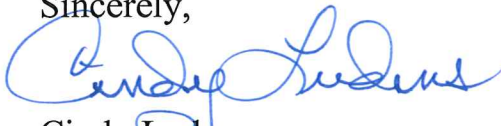
Dear Sir/Madam:

Our records indicate that your golf car lease will be done at the end of the 2021 golf season. As you may be aware, golf cars new or used, are very hard to obtain. We have not been able to purchase any used cars since May 2020. New E-Z-GO cars are close to a year out and Yamahas are even farther. With this in mind, we are giving you the opportunity to renew your current lease for 2 years, with your current cars at the current monthly price per car.

Please notify MR Golf Car either way of your decision by Thursday, September 30th. If we **do not** have a signed lease by that date, the cars you are leasing will be going back into our inventory and will be available to other courses for lease. There are several courses waiting for cars for 2022. Please call (605) 369-2625 or email mrgolfcar@gwtc.net if you have any questions or to reply yes, with a signed lease, or no.

Thank you for your business and we hope to serve your future needs!

Sincerely,



Cindy Ludens
Business Manager

MR. GOLF CAR, INC.
LEASE AGREEMENT

This Contract is to begin on the 17th day of August 2021 by and between MR. Golf Car, Inc. hereinafter referred to as the "Lessor" and City of Beresford, Bridges Golf Course hereinafter referred to as "The Club".

Witnesseth:

That for valuable consideration received and hereby acknowledged by each, the Lessor does grant to The Club exclusive renting rights as hereinafter stipulated and it is mutually agreed that each of the respective parties to this contract will fulfill the several obligations imposed on each and that both accept the full meaning and intent of this contract, waiving recourse to any specific State Rights Laws which might allow either party to evade their respective responsibilities.

DURATION OF CONTRACT:

This contract shall be in force for a period of 2 years (2022 and 2023).

COMMISSION:

Rate shall be \$675 per car for one season (6 months) . Six monthly payments per year of \$1,687.50 (\$112.50 x 15 cars = \$1,687.50 total) will begin with the first payment due on April 15 of each year of this lease agreement.

RENTAL CONDITIONS:

1. Lessor agrees to install: 15 – 2020 E-Z-GO TXT LX gas ivory golf cars with windshields and tops. Serial numbers: 3383890, 3383897, 3383899, 3383901, 3383905, 3383906, 3383907, 3383908, 3383912, 3383978, 3383982, 3383993, 3383996, 3384070 and 3384071.
2. The Club agrees to employ a person to work at the club and perform such duties as charging/gassing, using only oil approved by MR. Golf Car, maintaining the batteries and tire pressure, and keeping the cars clean. This person is also to be responsible for such minor maintenance work as repairing flat tires, fine-tuning the engine, etc.
3. The Lessor agrees to furnish a mechanic on request to handle any major maintenance, which may be required on cars.
4. Title to said vehicles shall at all times be and remain the sole exclusive property of the Lessor. Said vehicles may not be removed from the premises of The Club and/or the Golf Course.
5. The Club assumes responsibility for the safe housing indoors or under suitable cover for the golf cars during the night hours. Ignition keys are to be removed from the cars after release by patron and at night time. The shelter shall provide enough electrical outlets for the proper charging of the cars and The Club agrees to pay all costs of their charging.
6. Lessor shall maintain and keep in effect adequate fire and extended coverage, theft and collision insurance covering the golf cars, but such coverage shall not extend to negligent operation, maintenance of storage, nor misuse of the golf cars by The Club or by individual operators sub-renting from The Club. The Lessor shall maintain public liability coverage (to include product liability coverage), but such coverage shall not extend to The Club or individual operators. The Club agrees to indemnify, defend, and hold harmless Lessor, from any and all liabilities, damages, claims, actions, costs, and expense including reasonable attorney's fees, arising from the use of the golf car provided that the incident is not a result of a defect in the golf car caused by or attributable to the Lessor. MR. Golf Car shall carry fire, theft, and vandalism insurance for any damage to the golf cars in excess of \$6,500.00 per unit, per incident, with The Club being responsible for up to \$6,500.00 per unit, per incident.
7. The Club shall also carry public liability insurance in amount acceptable to Lessor, which policy shall name the Lessor as an additional insured. This coverage, as it relates to Lessor, shall pertain to an incident arising from the use of a golf car, but shall not

pertain to the Lessor if the incident is a result of a defect in the golf car caused by or attributable to the Lessor. This insurance shall be primary insurance and any other insurance covering The Lessor shall be secondary and excess of the policy.

8. Use of the golf cars by The Club, its employees, invitees or agents for the purpose of carrying refreshments, pickup balls from driving ranges, performing duties as rangers or marshals, maintenance, transportation between residences and golf course, parades, and used on public thoroughfares or any use other than rental while playing golf is strictly prohibited without approval from the Lessor and any insurance coverage provided herein does not apply to these unauthorized uses of the golf cars without such approval.
9. Any acts of vandalism to the rental vehicle shall be reported in writing, to the Lessor upon discovery, together with any Names and/or evidence that would lead to the apprehension of the vandals or that would aid in filing an insurance claim. Property damage, fire, theft, and injuries resulting from the use of the vehicles shall be reported in the same manner.
10. The Club, by the authority of this contract, agrees to collect and pay all amusement, sales or other taxes payable under the laws governing The Clubs particular locations, and hereby waive any responsibility of Lessor to do such.
11. Lessor shall have the right to withdraw any cars at any time for maintenance, inadequate revenue, or any reasons and abuses beyond normal wear and tear.
12. Lessor shall have the right to withdraw cars for default, non-payment, insolvency, or bankruptcy, whereupon the Lessor can enter the premises of The Club to take possession. The Club shall not be relieved of liability of past-due payments in the event of such circumstances.
13. Lessor shall have the right to assign this contract.
14. The Club agrees that there should be no other electric or mechanically driven golf cars for lease on The Club's grounds except machines furnished by the Lessor during the term of this lease.
15. Normal wear on golf cars will be expected, but abuse to the cars will be responsibility of The Club.
16. ADVERTISING. The Club shall not, without the prior consent of MR. Golf Car, use, nor shall it permit others to use, the equipment for the purpose of displaying any advertisements or publicity materials.

SPECIAL SERVICE AGREEMENT:

Golf Course would be responsible for light maintenance work (battery cables, air filters, check and change oil, etc.). MR. Golf Car would be responsible for major maintenance (clutches, etc.) and annual spring tune-ups.

PURCHASE OPTION:

None. _____

IN WITNESS WHEREOF the parties hereto, authorized their proper officers to execute this agreement, on the day and year first above written. This agreement is subject to approval by MR. Golf Car and is not valid without said approval.

In the Presence of:

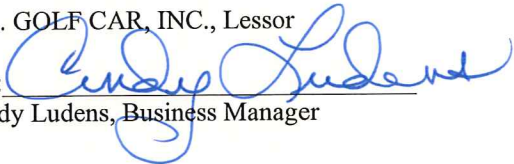
BY: _____

AND: _____

For, _____

DATE: _____

MR. GOLF CAR, INC., Lessor

BY: 
Cindy Ludens, Business Manager

DATE: 8-17-21

MR. GOLF CAR, INC.
LEASE AGREEMENT

This Contract is to begin on the 17th day of August 2021 by and between MR. Golf Car, Inc. hereinafter referred to as the "Lessor" and City of Beresford, Bridges Golf Course hereinafter referred to as "The Club".

Witnesseth:

That for valuable consideration received and hereby acknowledged by each, the Lessor does grant to The Club exclusive renting rights as hereinafter stipulated and it is mutually agreed that each of the respective parties to this contract will fulfill the several obligations imposed on each and that both accept the full meaning and intent of this contract, waiving recourse to any specific State Rights Laws which might allow either party to evade their respective responsibilities.

DURATION OF CONTRACT:

This contract shall be in force for a period of 2 years (2021 and 2022).

COMMISSION:

Rate shall be \$540 per car for one season (6 months) . Six monthly payments per year of \$1,350.00 (\$90 x 15 cars = \$1,350 total) will begin with the first payment due on April 15 of each year of this lease agreement.

RENTAL CONDITIONS:

1. Lessor agrees to install: 15 – 2016 E-Z-GO TXT gas ivory golf cars with windshields and tops. Serial numbers: 3189157, 3189158, 3189159, 3189161, 3189162, 3189165, 3189166, 3189167, 3189170, 3189171, and 3189176. Serial numbers for the 4 replacement cars will be sent at a later date.
2. The Club agrees to employ a person to work at the club and perform such duties as charging/gassing, using only oil approved by MR. Golf Car, maintaining the batteries and tire pressure, and keeping the cars clean. This person is also to be responsible for such minor maintenance work as repairing flat tires, fine-tuning the engine, etc.
3. The Lessor agrees to furnish a mechanic on request to handle any major maintenance, which may be required on cars.
4. Title to said vehicles shall at all times be and remain the sole exclusive property of the Lessor. Said vehicles may not be removed from the premises of The Club and/or the Golf Course.
5. The Club assumes responsibility for the safe housing indoors or under suitable cover for the golf cars during the night hours. Ignition keys are to be removed from the cars after release by patron and at night time. The shelter shall provide enough electrical outlets for the proper charging of the cars and The Club agrees to pay all costs of their charging.
6. Lessor shall maintain and keep in effect adequate fire and extended coverage, theft and collision insurance covering the golf cars, but such coverage shall not extend to negligent operation, maintenance of storage, nor misuse of the golf cars by The Club or by individual operators sub-renting from The Club. The Lessor shall maintain public liability coverage (to include product liability coverage), but such coverage shall not extend to The Club or individual operators. The Club agrees to indemnify, defend, and hold harmless Lessor, from any and all liabilities, damages, claims, actions, costs, and expense including reasonable attorney's fees, arising from the use of the golf car provided that the incident is not a result of a defect in the golf car caused by or attributable to the Lessor. MR. Golf Car shall carry fire, theft, and vandalism insurance for any damage to the golf cars in excess of \$4,450.00 per unit, per incident, with The Club being responsible for up to \$4,450.00 per unit, per incident.
7. The Club shall also carry public liability insurance in amount acceptable to Lessor, which policy shall name the Lessor as an additional insured. This coverage, as it relates to Lessor, shall pertain to an incident arising from the use of a golf car, but shall not

pertain to the Lessor if the incident is a result of a defect in the golf car caused by or attributable to the Lessor. This insurance shall be primary insurance and any other insurance covering The Lessor shall be secondary and excess of the policy.

8. Use of the golf cars by The Club, its employees, invitees or agents for the purpose of carrying refreshments, pickup balls from driving ranges, performing duties as rangers or marshals, maintenance, transportation between residences and golf course, parades, and used on public thoroughfares or any use other than rental while playing golf is strictly prohibited without approval from the Lessor and any insurance coverage provided herein does not apply to these unauthorized uses of the golf cars without such approval.
9. Any acts of vandalism to the rental vehicle shall be reported in writing, to the Lessor upon discovery, together with any Names and/or evidence that would lead to the apprehension of the vandals or that would aid in filing an insurance claim. Property damage, fire, theft, and injuries resulting from the use of the vehicles shall be reported in the same manner.
10. The Club, by the authority of this contract, agrees to collect and pay all amusement, sales or other taxes payable under the laws governing The Clubs particular locations, and hereby waive any responsibility of Lessor to do such.
11. Lessor shall have the right to withdraw any cars at any time for maintenance, inadequate revenue, or any reasons and abuses beyond normal wear and tear.
12. Lessor shall have the right to withdraw cars for default, non-payment, insolvency, or bankruptcy, whereupon the Lessor can enter the premises of The Club to take possession. The Club shall not be relieved of liability of past-due payments in the event of such circumstances.
13. Lessor shall have the right to assign this contract.
14. The Club agrees that there should be no other electric or mechanically driven golf cars for lease on The Club's grounds except machines furnished by the Lessor during the term of this lease.
15. Normal wear on golf cars will be expected, but abuse to the cars will be responsibility of The Club.
16. ADVERTISING. The Club shall not, without the prior consent of MR. Golf Car, use, nor shall it permit others to use, the equipment for the purpose of displaying any advertisements or publicity materials.

SPECIAL SERVICE AGREEMENT:

Golf Course would be responsible for light maintenance work (battery cables, air filters, check and change oil, etc.). MR. Golf Car would be responsible for major maintenance (clutches, etc.) and annual spring tune-ups.

PURCHASE OPTION:

None. _____

IN WITNESS WHEREOF the parties hereto, authorized their proper officers to execute this agreement, on the day and year first above written. This agreement is subject to approval by MR. Golf Car and is not valid without said approval.

In the Presence of:

MR. GOLF CAR, INC., Lessor

BY: _____

BY: 
Cindy Ludens, Business Manager

AND: _____

For, _____

DATE: _____

DATE: 8-17-21