

AGENDA

MONTROSE CITY COUNCIL MEETING

NOVEMBER 11TH 6:00 PM COMMUNITY CENTER

PLEDGE OF ALLEGIANCE

CALL TO ORDER - Roll Call

RULES OF DECORUM

APPROVAL OF AGENDA

APPROVAL OF MINUTES – October 14 Meeting Minutes

SPECIAL TOPICS:

- Duxbury new property; Water service request
- Twedt Construction - 2026 Street Repair plan
--Chip Seal pricing 2026
- Busy Bees: Flags & Christmas Decorations

OLD BUSINESS

- City Punch list review
Baseball building repair plan
- Housing Grant Updates

NEW BUSINESS

- Sherriff Monthly Report Review
- Campground 2026 firewood sales
Tornado Shelter inquiry (State Emergency Management; DANR; SECOG)
- Traffic Radar Signs/Trailer
- Complaint: 501 S 1st Ave, Citizen living in garage, debris in right of way ditches, unregistered dog

DEPARTMENT REPORTS

- Maintenance updates
 - Rock leftover from chip seal
- Finance:
 - Water Loss history
 - Dave-Hyrotech Services GF-water shed replacement
 - 408 W State Street-unregistered dogs x3 + humane society bill
 - GF Water excess 43,000 to MM in December
 - GF Sewer excess 39,000 to MM in December
 - Hoiten office space Lease renewal
 - Parcel cleanup effort in Beacon
- End of Month Campground Revenue
- End of Month Bank Account Balances-Reconciliation – **PRINTOUT**

PAY VOUCHERS - **PRINTOUT**

HEARING OF THOSE PRESENT

- Limited to two minutes; No motions on these topics can be made. Not legal to make any motions because not on the agenda.

EXECUTIVE SESSION

- Personnel

ADJOURN (NOTE: The agenda cannot be changed within 24 hours of the Council meeting.)

City of Montrose
Resolution 2022-005
Set Meeting Decorum Policy

WHEREAS, the City of Montrose has determined the need to set the following Policy for Meeting Decorum. In support of and respect for an open, fair and informed decision-making process, the City Council recognize that:

WHEREAS Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

WHEREAS Uncivil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

WHEREAS In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Council decision-making, the following Rules of Decorum have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum will be included in the agenda and will be referenced at the beginning of each council meeting and council work session by the presiding officer. A written list of the Rules of Decorum will also be printed and mounted upon the walls of the Council Chambers and the Committee Room.

Therefore, it be resolved that:

- * The Mayor serves as the presiding officer of the Council, the Council President serves in the Mayor's absence.
- * Citizens must be recognized by the presiding officer prior to speaking.
- * Citizens may speak only to the matter for which is being discussed and, in the case of public hearings, those matters which have been advertised and placed on the council meeting agenda.
- * In an effort to accommodate all who wish to address council at a council meeting during the Public Hearing of Those Present, while preserving a reasonable and efficient meeting schedule, each speaker will have a specified amount of time to deliver comments. Comments will be timed by the Finance Officer or designee. Speakers are expected to cease comments immediately upon end-time. Citizens will be allowed to speak for up to 2 minutes.
- * Speakers will conduct themselves in a civil and respectful manner at all times.
- * Speakers will address the presiding officer.
- * Questions to council members or city staff will be facilitated by the presiding officer.
- * Speakers will state their name and address.
- * Speakers will make an effort to speak clearly.
- * Speakers will make an effort to speak succinctly.
- * Speakers will not interrupt members of the City Council nor City Staff
- * Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- * Speakers will refrain from making comments of a personal nature regarding others.
- * Name-calling and/or obscenity is forbidden.
- * Shouting, yelling or screaming is forbidden.

*Council meeting attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

*Council attendees (audience) should refrain from private conversation during meetings.

*Council attendees (audience) should come and go as necessary from meeting space in the least disruptive manner as possible.

*Council attendees (audience) should not interrupt or speak without being recognized by the presiding officer.

*No campaign placards, banners, or signs will be permitted in the meeting room. Other signage is permitted except signs which violate the Rules of Decorum or that block the view of other attendees.

*Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted.

It is the intent of council to maintain order and enforce Rules of Decorum for its meetings.

Disregard of these rules will be met with the following consequences:

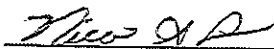
1. The presiding officer will identify out loud the out-of-compliance behavior and request for the behavior to stop.
2. The presiding officer, Finance Officer or designee will read out loud the relevant "rule of decorum."
3. The speaker will be asked to stop the out-of-compliance behavior.
4. If the behavior continues, the offending individual or party will be asked to leave.
5. If the offending individual does not leave, he or she will be escorted out of the building by a police officer.

All other municipal or state laws and enforcements will apply.

BE IT RESOLVED the City of Montrose hereby authorizes this Meeting Decorum Policy to take effect immediately, due to the extreme disruptions at the previous council meeting.

Passed and Adopted this 8th day of November, 2022.

ATTEST:



Nicole Siemonsma
Finance Officer


Justin Hageman
City of Montrose Mayor

Adopted: November 8th 2022

Published: 11-17-22 \$69.79

Effective: December 7th, 2022

MONTROSE CITY COUNCIL MEETING
UN-APPROVED MINUTES –October 14th, 2025

On **October 14th, 2025**, the Montrose City Council Meeting took place at the Community Center. *The Pledge of Allegiance* was recited. Mayor Susan Painter called the meeting to order at 6:00pm. **Roll Call:** Council members: Vogel, Binder and Scheff were present. Finance Officer Siemonsma present. Maintenance Hanisch not present. City resident present. Quorum present. Rules of Decorum stated by Painter.

Action 25-140

Moved by council Binder, seconded by council Scheff for approval of Agenda. **Roll Call:** All favored no opposition. Motion carried.

Action 25-141

Moved by council Vogel, seconded by council Scheff for approval of the September 9th meeting minutes. **Roll Call:** All favored no opposition. Motion carried.

SPECIAL TOPICS:

Citizen Lounsbery has noticed chickens running loose and Roosters in town. Council member Vogel stated he will call another citizen with chickens in town to see if they have roosters within city limits. FO will email council members a list of citizens within Montrose who have chickens registered with the city for follow-up. Lounsbery was asked to file a formal complaint within the city office for documentation purposes. Lounsbery asked why the rocks are not swept up off the streets after the chip seal project. Mayor will call maintenance Hanisch to follow up on broken equipment for this job.

OLD BUSINESS:

City punch list reviewed by council members. FO asked for the removal of the non-functional surplus generator. Council members agreed to the removal. FO will work with maintenance or call a plumber to remove the plumbing of the water fountain in the community center. FO will explore marking all city picnic tables. FO asked for a street repair plan for 2026 for possible sealed bid needs and to get plans made with the proper companies. Street plans to be tabled until next meeting for follow-up with Hanisch.

No new housing grant updates at this time.

NEW BUSINESS:

Sheriff Reports reviewed.

FO explained municipal swimming pool Red Cross certification for swim instructors' renewals vs. certifications. Due to the high turnover rate of swim instructors and lifeguards alike, certifying a city pool in a small community does not offer any benefits to employees or the employer at this time. If the Red Cross offered more benefits to the swim instructors and lifeguards and/or the city pool, then it may be considered in the future. Council members discussed possible pay raises for pool staff for the 2026 season.

DEPARTMENT REPORTS

Maintenance not present for updates.

FO introduced the Montrose brochures for existing and new citizens who move into town. This helps define why certain ordinances are in place regarding building permits, and pet licensing. It also outlines the utility billing process and provides resource information for new citizens.

FO updated the council members regarding the 2024 insurance flood funds, all having been expended on much needed lawn mower for the city.

Action 25-142

Moved by council Vogel, seconded by council Scheff, for approval to assign parcel #19.60.1101 an address of: 1311 S Lynn Ave; and for approval to assign parcel #19.60.1100 an address of: 1313 S Lynn Ave. **Roll Call:** All favored no opposition. Motion carried.

FO asked the council to clarify nightly rates after the camping season has closed. Council members agree to keep charging patrons camping fees to use the city campground regardless of water and electricity availability to prevent squatting and unwanted stays in our campground. The issue of free camping raises liability concerns and possible safety issues for our citizens.

End of month campground revenue reviewed.

End of month bank account balances reviewed by council.

OCTOBER VOUCHERS:

PAID Between Meetings

29566e	FEDERAL TAX PAYMENT	9/12/25	\$860.66	Payroll Taxes
29567e	FEDERAL TAX PAYMENT	9/26/25	\$527.14	Payroll Taxes
29570e	FEDERAL TAX PAYMENT	10/10/25	\$1,058.56	Payroll Taxes
00036e	CAMPSPOT	10/6/25	\$333.50	Camp Reservation Fees

00037e	CLOVER CONNECT	10/6/25	\$131.40	ACH Card Fees for Campground
30815	ROLING, RYAN & JEN	9/19/25	\$140.32	UB Credit Property: 406 Rosemont Circle
29569e	SD DLR	10/3/25	\$4.79	3rd Quarter Unemployment Ins
29568e	SD DOR	10/3/25	\$241.89	Monthly Garbage Tax Reporting
30819	SD RETIREMENT SYSTEM	10/1/25	\$698.80	Monthly Reporting
30817	THE SECURITY STATE BANK	10/1/25	\$235.07	Liftstation; Certified Mailing; First Aid Kits
30814	WAECHTER, PATRICIA	9/17/25	\$51.44	UB Credit Property: 408 W Kluckholm St
30818	US BANK, N.A.	10/1/25	\$11,703.04	Loan: DW1; CW2

PAID at Council Meeting

30825	A&B BUSINESS	10/14/25	\$230.91	Monthly IT Service; Printer Contract
30826	ADDY DISPOSAL	10/14/25	\$3,134.00	Monthly Garbage Fee
30827	BADGER METER	10/14/25	\$67.43	Monthly cellular/network fees
30828	BIERSCHBACH EQUIPMENT	10/14/25	\$1,968.00	Rental for Crack Seal Project
30829	CITY OF MONTROSE	10/14/25	\$34.57	Monthly UB Bill
30841	DELL RAPIDS LAW FIRM	10/14/25	\$720.20	Lawyer Fees
30830	GOLDEN WEST	10/14/25	\$252.86	Monthly Office Phone Bill
30831	KINGBROOK RURAL WATER	10/14/25	\$5,456.40	Monthly Water Purchase-Usage
30832	MCCOOK CO. AUDITOR	10/14/25	\$1,733.50	Monthly Sheriff Fee
30833	MCCOOK CO. EMS, INC.	10/14/25	\$762.06	Monthly Ambulance Fee
30834	MIDAMERICAN ENERGY	10/14/25	\$36.52	Prior month Usage
30845	MONTROSE BODY SHOP	10/14/25	\$197.00	Ford Truck Window Replacement
30842	MONTROSE GAS PLUS	10/14/25	\$126.92	Fuel for City Equipment
30835	NEW CENTURY PRESS	10/14/25	\$291.96	ORD x3; Mtg Minutes
30843	PFIEFERS	10/14/25	\$23,356.84	New Kubota Tractor Mower
30836	SALEM SPECIAL	10/14/25	\$47.08	Annual Fee
30837	SD DOT	10/14/25	\$16.00	Annual Billboard Advertising
30846	SD ONE CALL	10/14/25	\$10.50	Locate Fees
30838	SOUTHEASTERN ELECTRIC COOP	10/14/25	\$2,632.83	Monthly Electric Bill
30839	STURDEVANTS AUTO PARTS	10/14/25	\$167.98	City Truck Battery
30844	THE ROAD GUY	10/14/25	\$22,312.80	2025 Chip Seal / 2nd round
30840	US POSTAL SERVICE	10/14/25	\$90.00	Annual Post Office Box Fee
TOTAL PAID:			\$79,632.97	

Pay-roll

	Jasen Hanisch		\$718.94	Street work - September
	Finance Officer		\$4,240.00	2 pay periods - September
	Park Attendant		\$299.74	2 payperiods - September
	Seasonal Mowers		\$455.32	
	Certified Operator Temp.		\$100.00	Monthly Payment
	Maintenance Technician		\$1,628.37	2 pay periods - September
	TOTAL SALARIES:		\$7,442.37	
	GRAND TOTAL:		\$87,075.34	

Action 25-143

Moved by council Binder, seconded by council Scheff for approval of bills paid between meetings and bills paid at council meeting.

Roll Call: All favored no opposition. Motion carried.

Hearing of those present: none

Action 25-144

Moved by council Scheff, seconded by council Vogel to enter into Executive Session at 6:44pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-145

Moved by council Binder, seconded by council Scheff to Exit Executive Session at 7:09pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-146

Moved by council Scheff, seconded by council Vogel to **Adjourn** at 7:10pm. **Roll Call:** All favored no opposition. Motion carried.

Attest: _____
Nicole Siemonsma
Finance Officer

City Mayor or Council President

Published once at the approximate cost of: _____
Publish Date: _____

SPECIAL TOPICS

Jenna Duxbury



1/16 LINE

SECTION LINE

1/4 LINE



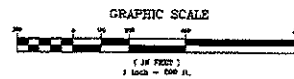
TO SALEM

TO HUMBOLDT

TO SD HWY 17

2026 Streets
\$93,681
+
MM?

CITY PLAT MAP OF **MONTROSE** McCOOK COUNTY SOUTH DAKOTA



SECTION LINE

SECTION LINE

TO I-90



SOUTHEAST TECHNICAL INSTITUTE
DEPARTMENT OF CIVIL ENGINEERING TECHNOLOGY

ADDRESS: 2201 CAREER PLACE	PHONE: (605) 367-7024 EXT. 275	SCALE: 1" = 200'
CITY: MONTROSE, S.D.	DATE: 2-14-01	
DESIGNED BY: Nick Trost	DRAWN BY: Matt Minich	
SHEET: 1 OF 1		

2026 ***NORTH SIDE OF MONTROSE*** chip seal plan

EAST TO WEST STREETS	# FEET	
MEADOWLARK LANE	464	
NORTH STREET	456	
ELDER STREET WEST TO EAST	1,727	
COOK STREET EAST TO WEST/NOR/SOUTH	722	Not complete in 2025
STATE STREET WEST TO EAST	1,837	
WEST CLARK STREET-NOT INCLUDED		COUNTY ROAD
EAST CLARK STREET-NOT INCLUDED		COUNTY ROAD
TOTAL:	5206	

NORTH TO SOUTH STREETS	# FEET	
NORTH CHURCH AVE TO MAIN STREET	1,276	
NORTH 2ND AVE - TO MAIN STREET	1,720	
NORTH 1ST AVE - TO MAIN STREET	840	
NORTH FULLER AVE TO MAIN -NOT INCL.		COUNTY ROAD
TOTAL:	3,836	

LEFTOVER 2025 STREETS	# FEET	
COOK STREET EAST TO WEST/NOR/SOUTH	722	
DAKOTA STREET	417	not complete in 2025
MICHAEL CIRCLE	616	not complete in 2025
TOTAL:	1,755	

TOTAL NEED FOR NORTH HALF OF MONTROSE 2026: 10,797 TOTAL FEET

10,797 x25' wide-DIVIDED BY 9 = 29,992 SQARE YARDS NEEDED

29,992 x \$2.40 = **\$71,981**

City of Montrose
Resolution 2025-006
Set Donation/Budgetary Policy

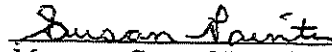
WHEREAS, the City of Montrose has determined the need to set the following Budgetary/Donation Policy.

NOW THEREFORE BE IT RESOLVED by the City of Montrose, city funds will not be used to issue loans to anyone for any reason, even if it is for a community benefit.

NOW THEREFORE BE IT RESOLVED by the City of Montrose, city funds may be used to donate to certain NON-PROFIT organizations per governing board discretion, cooperatively in tandem with the current Montrose Budget-Donation Policy of 2025.

BE IT RESOLVED the City of Montrose hereby authorizes this set donation/budgetary policy to take effect on the 12th day of August 2025.

Passed and Adopted this 12th day of August, 2025.



Mayor or Council President

ATTEST:



Nicole Siemonsma
Finance Officer

Adopted: 8-12-25
Published: 8-21-25
Cost: \$17.51
Effective: 9-10-25

PUBLIC NOTICE
City of Montrose
Resolution 2025-006
Set Donation/
Budgetary Policy

WHEREAS, the City of Montrose has determined the need to set the following Budgetary/Donation Policy.

NOW THEREFORE BE IT RESOLVED by the City of Montrose, city funds will not be used to issue loans to anyone for any reason, even if it is for a community benefit.

NOW THEREFORE BE IT RESOLVED by the City of Montrose, city funds may be used to donate to certain NON-PROFIT organizations per governing board discretion, cooperatively in tandem with the current Montrose Budget-Donation Policy of 2025.

BE IT RESOLVED the City of Montrose hereby authorizes this set donation/budgetary policy to take effect on the ____ day of August 2025.

Passed and Adopted this ____ day of August, 2025.

Mayor or
Council President

ATTEST:

Nicole Siemonsma

Finance Officer

Adopted:

Published:

Cost:

Effective:

Published once at the total approximate cost of \$17.51 and may be viewed free of charge at www.sdpublishnotices.com.

8-21
347384

Printer's Affidavit of Publication

AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA)

)SS

COUNTY OF McCOOK)

COUNTY OF HANSON)

TROY SCHWANS of said McCook County and South Dakota, being first duly sworn on his oath, says THE SPECIAL is a weekly newspaper of general circulation, printed and published in Salem, McCook County and State of South Dakota, and has been such newspaper during the times hereinafter mentioned; that the said newspaper is a legal newspaper, that it has a bonafide circulation of more than 200 copies weekly, that it has been published within said Counties of McCook and Hanson for more than fifty-two successive weeks prior to the publication of the notice hereinafter mentioned and has been printed during said period and at the present time, in whole in an office maintained at said place of publication; and that I, the undersigned, am publisher or employee of said newspaper, in charge of the advertising department thereof, and have personal knowledge of all facts in this affidavit,

that the advertisement headed.....

City of Montrose
Resolution 2025-006

a printed copy of which is hereto attached, was printed and published in the newspaper for 1 weeks; that said notice was published in the issues of said paper on the dates as follows, to wit:

The first publication being made on

8/21, 2025

the second publication on....., 20

the third publication on....., 20

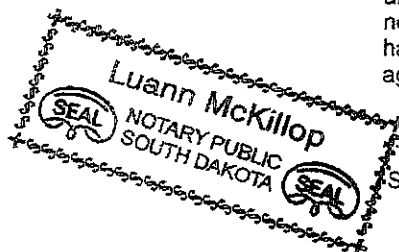
the fourth publication on....., 20

the fifth publication on....., 20

the sixth publication on....., 20

and the last publication on....., 20

that \$17.51, being the full amount of the fees for publication of the annexed notice, insures solely to the benefit of the publisher of the said newspaper; that no agreement or understanding for a division thereof has been made with any person; and that no part thereof has been agreed to be paid to any person whomsoever.



Subscribed and sworn to before me this 3rd

day of September, 2025

Luann McKillop

Notary Public, McCook County

My commission expires 1-23-30

OLD BUSINESS

CITY RANCLIST ITEMS

CITY OF MONTROSE, SD

NEED:	BID AMOUNT	Actual Spent	COMPANY/SERVICE	Notes:
COMMUNITY CENTER				
Water Fountain plumbing removal				
CAMPGROUND NEEDS				
New Picnic Tables				
Picnic Table Logos?				
Need new tree bags x7 OR 17				Spring 2026
Firewood for 2026?				
BASEBALL FIELD NEEDS				
Plywood partition for women's toilet				
Plywood door for partition-womens toilet				
Storage building soffit repair				
New entry door				
New Locks (3 doors)				
Basketball/Tennis Court				
Install Pickleball posts/nets				Posts here June 2025
Sand Volleyball Tear out?				
STREET REPAIRS				
2026 Street Repair plan				
WATER TOWER SHED				
New water shed building plan				Growing Water Fund

Revised: 11/3/25

NEW BUSINESS

City of Montrose

October 2025 Law Enforcement Report

Hours

Contract Hours Per Week	10
Average Per Day	1.43
Days in Month of <u>October</u>	31
Hours Required for Month	44.29
Hours Worked by McCook County Sheriff's Office	110.75

Contacts

911 Hang-Up	1
Accident	0
Alarm	0
Animal Complaint	2
Assist	2
Bar Checks	0
Burglary	0
Child Abuse	0
CHINS	0
Disturbance	2
Domestic Assault	0
DUI	0
Intentional Damage	0
Investigations	1
Mental Health	0
Missing Persons	0
Motorist Assist	1
Other	4
Protection Order	0
School Patrol	18
Theft	0
Transport	0
Traffic Stops	1
Warnings Issued	1
Citations Issued	0
Warrants	1
Welfare Check	0

Speeding - 1w

Date Prepared: 11/04/2025

City of COUNTY

October 2025 Law Enforcement Report

Hours

Contract Hours Per Week

Average Per Day

Days in Month of October

31

Hours Required for Month

0:00

Hours Worked by McCook County Sheriff's Office

Contacts

911 Hang-Up

2

Accident

16

Alarm

0

Animal Complaint

17

Assist

8

Bar Checks

0

Burglary

0

Child Abuse

0

CHINS

0

Disturbance

0

Domestic Assault

0

DUI

3

Intentional Damage

0

Investigations

1

Mental Health

0

Missing Persons

0

Motorist Assist

6

Other

28

Protection Order

0

School Patrol

0

Theft

1

Transport

0

Traffic Stops

49

Warnings Issued

33

Citations Issued

14

Warrants

0

Welfare Check

1

Alcohol Related - 3c

Drug Related - 2c

Equipment - 11 w

Other - 4c
4 w

Speeding - 5c
18 w

Date Prepared: 11/04/2025

City of Bridgewater

October 2025 Law Enforcement Report

Hours

Contract Hours Per Week	15
Average Per Day	2.14
Days in Month of <u>October</u>	31
Hours Required for Month	66.43
Hours Worked by McCook County Sheriff's Office	155.50

Contacts

911 Hang-Up	0
Accident	1
Alarm	1
Animal Complaint	0
Assist	0
Bar Checks	0
Burglary	0
Child Abuse	0
CHINS	1
Disturbance	0
Domestic Assault	0
DUI	0
Intentional Damage	0
Investigations	1
Mental Health	1
Missing Persons	0
Motorist Assist	0
Other	5
Protection Order	0
School Patrol	18
Theft	0
Transport	0
Traffic Stops	11
Warnings Issued	5
Citations Issued	6
Warrants	0
Welfare Check	0

Speeding - 5c
4w

Other - 1c
2w

Date Prepared: 11/04/2025

City of Canistota
October 2025 Law Enforcement Report

Hours

Contract Hours Per Week	30
Average Per Day	4.29
Days in Month of <u>October</u>	31
Hours Required for Month	132.86
Hours Worked by McCook County Sheriff's Office	278.00

Contacts

911 Hang-Up	1	
Accident	2	
Alarm	0	
Animal Complaint	0	
Assist	3	
Bar Checks	0	
Burglary	0	
Child Abuse	0	
CHINS	0	
Disturbance	0	
Domestic Assault	0	Drug Related - 1c
DUI	2	Equipment - 1w
Intentional Damage	0	Other - 2w
Investigations	2	Speeding < 5w
Mental Health	1	1c
Missing Persons	0	
Motorist Assist	0	
Other	10	
Protection Order	0	
School Patrol	41	
Theft	0	
Transport	0	
Traffic Stops	9	
Warnings Issued	8	
Citations Issued	1	
Warrants	0	
Welfare Check	4	

Date Prepared: 11/04/2025

City of Salem
October 2025 Law Enforcement Report

Hours

Contract Hours Per Week	52
Average Per Day	7.43
Days in Month of <u>October</u>	31
Hours Required for Month	230.29
Hours Worked by McCook County Sheriff's Office	427.3

Contacts

911 Hang-Up	0
Accident	4
Alarm	1
Animal Complaint	1
Assist	5
Bar Checks	0
Burglary	0
Child Abuse	0
CHINS	0
Disturbance	0
Domestic Assault	0
DUI	0
Intentional Damage	0
Investigations	1
Mental Health	0
Missing Persons	1
Motorist Assist	0
Other	26
Protection Order	0
School Patrol	37
Theft	1
Transport	4
Traffic Stops	24
Warnings Issued	15
Citations Issued	8
Warrants	0
Welfare Check	1

Drug Related - 1c
Equipment - 3w
Other - 4w
 3c 4c
Speeding - 8w

Date Prepared: 11/04/2025

City of Spencer
October 2025 Law Enforcement Report

Hours

Contract Hours Per Week	2.5
Average Per Day	0.36
Days in Month of <u>October</u>	31
Hours Required for Month	11.07
Hours Worked by McCook County Sheriff's Office	55.90

Contacts

911 Hang-Up	0
Accident	0
Alarm	0
Animal Complaint	0
Assist	0
Bar Checks	0
Burglary	0
Child Abuse	0
CHINS	0
Disturbance	0
Domestic Assault	0
DUI	0
Intentional Damage	0
Investigations	0
Mental Health	0
Missing Persons	0
Motorist Assist	0
Other	4
Protection Order	0
School Patrol	0
Theft	0
Transport	0
Traffic Stops	0
Warnings Issued	0
Citations Issued	0
Warrants	0
Welfare Check	0

Date Prepared: 11/04/2025

CAMPGROUND FIREWOOD SALES -2026

FO

Sunshine Foods-Hartford (Merlin)

Delivered by pallet (60-70 bundles per pallet)

Delivery to sunshine 2 times a week

Comes from Norfolk NE, inspected, wrapped in bundles

Either pick up in Hartford or can be delivered for extra charge.

Call back in February to square away details**

Store in outdoor dog kennel on the west side of bathhouse? Locked-access be given from Camp Host

CampSpot can be altered to have an add-on feature for firewood sales. You set the price and customers can purchase this add-on online whenever they want.

State Game, Fish, Parks

Friest Firewood Express 605-360-1170 (Doug owner)

Harrisburg, SD

Sells Certified heat-treated 0.75 cubic foot bundles around \$4.30 a bundle

Delivery cost in price

Need help with unloading

88 bundles per pallet; 6-7 wood chunks per bundle

Wood: red oak, ash, birch

COMPLAINT FILED FOR 501 S 1ST AVE

- Resident living in garage
- Ditch debris: logs, rock
- Dog at large

Other violations:

- Un-registered animal- fine
- No building permit for siding change

ZONING GUIDE FOR CITIZENS

BUILDING A STAND-ALONE GARAGE?

NEEDS:

BUILDING PERMIT: Must be obtained through City Hall during business hours. Work must not begin until a permit is authorized and signed by a zoning committee member.

BUILDING PERMIT TYPE: REGULAR PERMIT+CONDITIONAL USE PERMIT

LOCATION: Lot Setbacks from Property Lines:

Garage must be located 10 Ft. or more from the Main/Primary Building.

Garages shall not Occupy more than 30% of the Rear Yard.

Front yard Setback=25 ft.

Rear yard Setback=7 ft.

Side yard Setback=7 ft.

Alleyway Setback=20 ft.

Exterior Wall Materials:

Brick

Concrete Composite Board

Artificial or Natural Stone

Exterior grade, Natural or Composite Wood

Stucco

Residential Lap Siding made of Vinyl, Steel or Aluminum

Steel: (2) colors of Wainscoting required.

NEW BUILD Garage specifications:

Building needs to include a Service Door and an Overhead Door.

Building Height: MAX height=12 ft, MIN height=8 ft – **Anything different must be approved by the Zoning Committee through a Conditional Use Permit.**

Siding: No visible fasteners allowed-no screws

Post Frame or Stick Built only

Pitch: Shall not be less than 1 foot for Rise, for each 4 feet of Horizontal Run.

Roof: Must Overhang the Exterior Walls of the building no less than 2 feet.

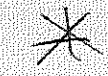
Gutters: Must be installed of Sufficient Design to control Water Runoff.

Roof Material: Must be material utilized on Residential Structures.

Foundation: Applies to Garage being *MOVED IN* and *NEW BUILDS*:

Foundation must be structurally anchored to a permanent foundation that meets local, state and/or international codes.

Garage must not be used for dwelling purposes.

 Stop Order:

 Authorized Official able to serve a "STOP ORDER NOTICE" to the home owner when the work being done is contrary to the provisions of the Zoning Ordinances. Such persons shall stop the work until authorization is given to continue.

REVISED: 2-21-24

Conditional Use	Applicable Standards
Multiple-Family Dwellings	8.02, 8.04, 8.05, 8.10, 8.11, & 13.05
Nursing Home	8.02, 8.04, 8.05, 8.11, & 13.05 One freestanding sign not to exceed 12 square feet in area.
Public Service Facility	8.02, 8.04, 8.05, & 13.05
Home Occupations	8.02, 8.04, 8.05, 8.10, 8.11, 8.12, & 13.05
Group Home (see definition)	8.02, 8.04, 8.05, 8.10, 8.11, & 13.05 Structure must be a single housekeeping unit. Applicant must provide copy of state agency license.
Wireless Communication Facility on Existing Support Structure	8.02, 8.09 & 13.05
Stand-alone garage	8.02, 8.04, 8.05, 8.08, 8.11, & 13.05 The building shall include both a service door and an overhead door. Exterior walls shall be constructed of either: (1) materials commonly used on the exterior walls of residential structures such as brick, concrete composite board, artificial or natural stone, exterior grade natural or composite wood, stucco, or residential lap siding made of vinyl, steel, or aluminum. No siding shall have visible fasteners. For purposes of this section, screws shall not be considered visible fasteners; or (2) wainscoting of two colors required for metal siding. The building may be either post-frame or stick-built construction. The pitch of the building's roof shall not be less than one (1) foot for rise for each four (4) feet of horizontal run. The roof must overhang the exterior walls of the building no less than two (2) feet. Gutters of sufficient design to control water runoff shall be installed. Roofing shall be of a type and material similar to those utilized on residential structures. All stand-alone garages must be structurally anchored to a permanent foundation that meets local, state, and/or international building codes. Building shall not be used for dwelling purposes. Stand-alone garages must be setback ten (10) feet or more from the principal building. Must not occupy more than 30% of the rear yard. Front yard Setback = 25 ft.

for the keeping and maintaining of a building or enclosure where the fowl are kept. See 3.0102(F).

3. Roosters are prohibited.

C. It shall be unlawful for any person to have any fowl which is owned, kept, harbored, or allowed to be habitually in or upon the premises occupied by him or under his or their control to be at large and to go in or upon the private premises of others or upon any public property. See 5.0202.

(Amended: Ordinance No. 2020-005, Adopted 7/14/2020)

5.0212 Number of Pets Limited. It shall be unlawful for any person to have or to keep more than six domestic pets over the age of six months, except birds and fish, on any lot or premises in the City, unless such person residing on or in the lot or premises has a valid kennel license issued by the City. Humane societies, veterinarian offices, and retail pet stores are exempt from the provisions of this section.

(Amended: Ordinance No. 2020-005, Adopted 7/14/2020)

5.0213 Licensing of Dogs and Cats Required. Each owner or keeper of a dog or cat of the age of six (6) months or over shall within thirty (30) days after the acquisition of such animal or within thirty (30) days after the time such animal becomes six (6) months old, cause such animal to be licensed by the City.

(Amended: Ordinance No. 2020-005, Adopted 7/14/2020)

5.0214 Application for License. Every owner or keeper of a dog or cat within the City must submit an application for an animal license for each such animal owned six (6) months old or older and a renewal application within one year and annually from the month of the first license. The application shall be furnished by the Finance Officer. All applications for license certificates must be accompanied by a rabies immunization certificate and the appropriate fee, as shown in Section 5.0213.

A certificate and tag shall be issued upon receipt of a proper application for license. The certificate at all times must be in the possession of the owner. The owner shall contact the Finance Officer to report change of ownership, loss or death of a licensed animal. If a tag or certificate is lost, either may be replaced for a fee of one dollar (\$1.00). The tag must be worn by all dogs and cats.

(Amended: Ordinance No. 2020-005, Adopted 7/14/2020)

5.0215 License Fee Schedule. The fee for licenses shall be as follows:

Neutered/Spayed dog	\$5.00
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offends decency; (3) unlawfully interferes with, obstructs, or tends to obstruct, or renders dangerous for passage, any lake or navigable river, bay, stream, canal, or basin, or any public park, square, street, or highway; (4) in any way renders other persons insecure in life, or in the use of property; and in addition the specific acts, conditions and things listed in Section 3.0102 are hereby declared to constitute public nuisances, but such acts, conditions and things shall not be deemed to be exclusive. (SDCL 21-10-1)

- H. "Private property" – Any real property within the City that is privately owned and which is not public property.
- I. "Public property" – Any street, alley or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and also means any other publicly owned property or facility.
- J. "Removal agency" – Any public body, private or nonprofit organization authorized, hired or appointed by the City to remove and salvage vehicles.
- K. "Unightly trash or junk" – Property which is deteriorated, wrecked or derelict property in unusable condition, having no value other than nominal scrap or junk value, if any, and which is left outside of a permanent, enclosed structure and which shall include, without limitation, motors, lawn mowers, campers, refrigerators and other household appliances, furniture, household goods and furnishings, scrap metals or lumber or other similar articles in such condition.
- L. "Vehicle" – Any conveyance, whether or not self-propelled, and which is designed to travel along the ground or in or on the water and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, pull trailers, go-karts, golf carts, boats, jet skis, campers and trailers.
- M. "Litter" – Garbage, rubbish, waste material or animal waste improperly disposed of by discarding, abandoning, allowing to accumulate, scattering or depositing the same outside an approved container.
- N. "Yard waste" – Grass clippings, garden waste, and leaves.

3.0102

Acts, Omissions and Conditions Prohibited. No person, whether an owner, occupant, tenant or other person in charge of any real property within the corporate limits of the City shall create, commit, maintain, or permit to be created, committed, or maintained, any public nuisance, to include, without limitation, the following specific acts, conditions and things, each and all of which are hereby declared to constitute a nuisance: (SDCL 9-32-1)

- A. Depositing, accumulating, or permitting to be accumulated upon any public or private property, any household wastewater, sewage, garbage, refuse, rubbish, offal, excrement, decaying fruit, vegetables, fish, meat, bones; any fowl, putrid, or obnoxious liquid substance; any chemical or hazardous material; or putrescible and nonputrescible animal or vegetable wastes or solid wastes, or any other waste material which constitutes or tends to

Water
drainage
issue
in ditch.

create a danger to public health, safety and welfare. (SDCL 9-32-10, 34A-7-9)

- B. The accumulation of manure, garbage or anything whatsoever which may be breeding areas for flies, mosquitoes, or rodents. (SDCL 9-32-10)
- C. For the owner of a dead animal to permit it to remain undisposed of longer than twenty-four (24) hours after its death. (SDCL 9-29-13)
- D. Any excavation, trench or open basement in which stagnant water is permitted to collect or which may jeopardize the health or safety of the public. (SDCL 9-29-13)
- E. Throwing or letting fall on or permitting to remain on any street, alley, or public ground any manure, garbage, rubbish, filth, fuel or wood while engaged in handling or removing any such substance. (SDCL 9-32-10)
- F. Keeping or maintaining any building or enclosure where fowl are kept unless a special permit is requested and such is approved by the City Council. (SDCL 9-29-13)

(Amended: Ordinance No. 2020-005, Adopted 7/14/2020)

- G. Disposing of garbage, waste, or refuse by open burning, or causing, allowing, or permitting the conducting of a salvage operation by open burning in the City. The following types of open burning shall be permissible for a specific purpose when conducted in conformity with the subsections set forth below:
 - 1. Fires purposely set by the Montrose Fire Department personnel and authorized by the Fire Chief for the purpose of training and conducted in accordance with live fire-training standards.
 - 2. Fires set for the elimination of a fire hazard which cannot be abated by other means when authorized by the Fire Chief.
 - 3. Fires purposely set by city maintenance personnel for the purposes as authorized by the Fire Chief.
 - 4. Campfires and other fires used solely for recreational purposes, for ceremonial occasions, or for outdoor preparation of foods. (SDCL 9-33-1)
- H. Maintaining, or causing or permitting the same, any building or premises which is determined to be dangerous or dilapidated. Any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous or dilapidated building, if such conditions or defects exist to the extent that the life, health, property, value of property or safety of the occupants or the public are jeopardized:
 - 1. Whenever any building or structure is (i) vacant and unoccupied for the purpose for which it was erected and (ii) the building is unfit for occupancy as it fails to meet

DEPARTMENT REPORTS

	Used - Kingbrook	Billed - Usage	Loss/Gain Gallons	Loss/Gain %	
January-25	772,000	727,430	44,570	5.77%	
February-25	796,000	692,130	103,870	13.05%	
March-25	735,000	772,230	(37,230)	-5.07%	
April-25	802,000	753,350	48,650	6.07%	
May-25	1,241,000	1,057,310	183,690	14.80%	
June-25	1,364,000	1,123,760	240,240	17.61%	
July-25	1,272,000	1,179,550	92,450	7.27%	
August-25	1,095,000	855,030	239,970	21.92%	
September-25	1,248,000	961,400	286,600	22.96%	←
October-25	1,362,000	820,770	541,230	39.74%	←
November-25		0	0	#DIV/o!	
December-25		0	0	#DIV/o!	
TOTAL	10,687,000	8,942,960	1,744,040	16.32%	

Water Loss History 2025

408 W State St.

The owner of the animal found in violation of this Section will receive a notice of violation and must pay the fine, as established via Resolution of the City Council, in the office of the Finance Officer. If, after thirty (30) days of receiving the notice of violation, the owner of the animal does not pay the fine and upon conviction of a violation of this Section, the owner shall pay the fine plus court costs which shall be collected by the Magistrate Court. If done within the time limitations set forth above, the owner has a right to contest the charges or plead "not guilty," and have the matter transferred to Magistrate Court. The penalties in this section may be adjusted by Resolution of the City Council.

Allowing an animal to run at large as defined in the provisions of this section, shall also constitute a violation of this Ordinance, per Section 11.0101. Notwithstanding any other provision, any animal not having a visible tag and running at large may be deemed a stray and destroyed immediately.

(Amended: Ordinance No. 2023-006, Effective 1/10/24)

- 5.0203 Impoundment. The City Council shall be authorized to enter into a contract with some person, association or Humane Society to establish, operate and maintain an animal shelter for the City. The contract shall provide for the enforcement of this Chapter, for the impounding, destroying and disposal of animals, for a schedule of fees to be charged for services rendered, and for a monthly amount to be paid by the City. The City, in lieu of the provisions of this section, maintain its own impoundment area or quarters, under the supervision of the City Council.



An owner reclaiming an impounded animal shall pay the actual cost of impoundment plus any applicable fees as established via Resolution of the City Council. Upon impounding, the owner of such animal may, at any time within five (5) working days after animal was impounded, reclaim the animal by paying the expense of keeping the animal in addition to the fee prescribed in this section. If any animal so impounded is not reclaimed within five (5) working days and reasonable efforts to locate the owner have failed, the City is authorized to destroy, sell, or otherwise dispose of the animal.

No person shall hinder, delay, or obstruct any police officer, city personnel, or authorized agent when engaged in capturing, securing, or impounding any animal.

(Amended: Ordinance No. 2023-006, Effective 1/10/24)

- 5.0204 Compulsory Vaccination of Animals for Rabies. Every dog, cat or other animal susceptible to rabies, held as a domestic pet in the City, six months of age or older, shall be vaccinated against rabies by a licensed veterinarian. Vaccination against rabies shall be given at such intervals that guarantee immunity, and the minimum time period between vaccinations shall be determined by the available vaccine and based upon the recommendations and approval of the State Veterinarian.

Any owner acquiring a dog, cat or other animal by purchase, gift, birth or otherwise, shall have such animal vaccinated against rabies within one month following acquisition or when the animal reaches the age of six months.

Notary Services (non-city business) \$ 10.00 per document paid to city

Building Permit Fees \$ 10 per \$1000, \$10 minimum

Zoning Fees: Each fee applies plus hearing notice publication costs.

Variance request \$ 75.00

Rezoning request \$ 75.00

Conditional use request \$ 75.00

Street or Alley Vacation \$ 75.00

Platting request \$ 75.00

Demolition Permit \$ 25.00

FINES

Late Payment of Utility Bill \$ 10.00 if not paid in full by the 15th of the month

Camping Violations \$ 100.00 Non-compliance
\$ 15.00 Fee Collection Fine

Non-Licensed Animal \$ 100.00 per non-licensed animal

Animals at Large \$ 150.00 per animal

Parking Ban \$ 25.00

Abandoned, Wrecked or Dismantled Vehicle \$ 25.00 per day

Burning Ban \$ 50.00 first offense
\$ 100.00 each additional offense

Unauthorized Dumping \$ 50.00 first offense
\$ 75.00 second and each additional offense

Stop Work Order Violation \$ 100.00

Performing work without a Building Permit \$ 100.00

Fireworks Fine; Section 5 ORD violation \$ 50.00 per day

BE IT RESOLVED the City of Montrose hereby authorizes these fees and fines to take effect April 9th, 2025 and hereby designates these charges to be enforced and collected by the appropriate agency.

Passed and Adopted this 11th day of March 2025.

ATTEST:



Nicole Siemonsma
Finance Officer



Mayor or Council President Signature

Adopted: 3-11-25
Published: 3-20-25
Effective: 4-9-25

COMMERCIAL LEASE

THIS LEASE is made this _____ day of _____ 2025, by and between the **CITY OF MONTROSE**, a municipal corporation of the State of South Dakota, of 100 Main Street, Suite A, P.O. Box 97, Montrose, South Dakota, 57048, ("*City*"), and **ROBERT HOITEN**, of 200 E. Lightner Avenue, Salem, South Dakota, 57058 ("*Lessee*").

RECITALS:

A. City is the owner of certain real property, which is legally described as follows:

Lots 19 & 20 in Block Six (6) of Original Town, City of Montrose, McCook County, South Dakota, according to the recorded plat thereof; (the "*Property*"); and

B. There is situated on the Property a building having the street address of 100 Main Street, Montrose, South Dakota (the "*Building*"); and

C. Lessee desires to lease from City a 14-foot by 12-foot office space plus a 10-foot by 5-foot closet space located within said Building (the "*Leased Premises*") on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Lessee agree as follows:

ARTICLE ONE: PREMISES AND TERM

Section 1. RENTAL AGREEMENT. City, for and in consideration of the rents, covenants and agreements of Lessee herein, hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from City.

Section 2. USE OF COMMON AREAS. During the term of this Lease, Lessee shall also be entitled to use the common areas of the Property in and around the Leased Premises, including hallway, rest room, sidewalk and parking area.

Section 3. CONDITION. Lessee accepts the Leased Premises in their "as is" condition and Lessee's taking possession of the Leased Premises shall be conclusive evidence that the Leased Premises are tenantable and all systems located therein are in good operating condition, including, without limitation, the heating, cooling, plumbing and electrical systems. Lessee acknowledges that City has made no representations as to the repair of the Leased Premises or any promises or agreements to alter, remodel or improve the Leased Premises except as expressly set forth in this Lease.

Section 4. TERM. The term of this Lease shall be for one (1) year, commencing on January 1, 2026 (the “*Commencement Date*”), and terminating on December 31, 2026, (the “*Termination Date*”) unless sooner terminated as provided herein below. Lessee shall be entitled to possession of the Leased Premises on the Commencement Date of this Lease, and Lessee shall surrender possession of the Leased Premises on the Termination Date.

ARTICLE TWO: RENT

Section 1. RENT. During the term of this Lease, Lessee shall pay to City One Hundred (\$100.00) Dollars per month, payable to the City of Montrose prior to December 1st 2026. Rent shall be paid to City at the address designated above or such other address as may be designated by City.

ARTICLE THREE: IMPROVEMENTS, ALTERATIONS & REPAIRS

Section 1. City’s Obligations. City shall repair and maintain in good order and condition the foundations, roof and exterior walls of the Building. City shall repair and maintain in good order and condition the heating and air conditioning systems serving the Leased Premises. City shall replace all filters and have the heating and air conditioning systems serving the Leased Premises inspected and serviced at least annually. City shall also make such repairs, which, in City’s sole discretion, are deemed significant capital improvements to the Property or the Building. City shall at all times have access to the Leased Premises and may enter upon the Leased Premises for the purpose of repairing and maintaining the same in accordance with this Section. Notwithstanding the foregoing, in the event any such repair, modification or replacement becomes necessary or desirable by reason of the negligence of the Lessee, his customers, clients, patrons agents, servants or employees, the Lessee shall be liable for all expenses thereof and shall remit payment of the same to City upon demand.

Section 2. LESSEE’S OBLIGATIONS. Lessee shall keep the Leased Premises in good order and in clean, sanitary and safe condition, ordinary wear and tear excepted.

Section 3. LEASEHOLD IMPROVEMENTS & REPAIRS. Lessee shall not make any repairs, alterations or additions to the Leased Premises or make any contract therefore without first procuring City's written consent and delivering to City the plans and specifications and copies of the proposed contracts and necessary permits. In the event City approves such repairs, alterations or additions, Lessee shall, prior to proceeding with any work thereon, furnish such indemnification against liens, costs, damages and expenses as City may require. Any alterations or additions to the Leased Premises made by Lessee shall be at Lessee’s sole cost and expense and, upon the expiration of this Lease, all such alterations or additions, together with any other leasehold improvements which are not trade fixtures removed by Lessee pursuant to Article VII, Section 2 below, shall become the sole property of City without any compensation or liability to Lessee.

Section 4. CONTRACTORS; LIENS. Lessee shall promptly pay all contractors and materialmen providing labor or materials for any repair, alteration or addition to the Leased Premises so as to avoid the possibility of any lien attaching to the Leased Premises. Should any

such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by City. Nothing in this Lease shall be construed as a consent on the part of the City to any such work for which any lien may be claimed, so as to subject the City's estate in the Leased Premises to any such lien or liability.

Section 5. GLASS. Lessee shall forthwith, at his own cost and expense, replace with glass of the same quality any cracked or broken glass, including plate glass or other special breakable materials used in structural portions, and any interior and exterior windows and doors in the Leased Premises. Lessee shall maintain a policy or policies of insurance with licensed and reputable companies insuring City and Lessee, as their interests may appear, against breakage of all such glass in the Leased Premises.

ARTICLE FOUR: REAL ESTATE TAXES

The premises being owned by the City of Montrose are currently exempt from real estate tax.

ARTICLE FIVE: INSURANCE

Section 1. CONDUCT AFFECTING PREMIUMS. Lessee shall not carry any stock of goods or do anything in or about the Leased Premises that shall in any way tend to increase insurance rates on the Leased Premises or the Building without the written consent of City. If City shall consent to such use, Lessee agrees to pay, as additional rental, any increase in premiums for insurance resulting from the business carried on in the Leased Premises by Lessee. If Lessee installs any electrical equipment that overloads the power lines to the Building, Lessee shall, at his own expense, make whatever changes are necessary to avoid such overload and to comply with the requirements of insurance underwriters and insurance rating bureaus and governmental authorities having jurisdiction.

Section 2. LESSEE'S INSURANCE.

a. *Liability Insurance.* Lessee shall procure and maintain a policy or policies of liability insurance, at his own cost and expense, insuring City and Lessee from all claims, demands or actions for injury or death sustained by one or more persons as a result of any one occurrence in the amount of One Million Dollars (\$1,000,000) and for damage to property in an amount of not less than One Hundred Thousand Dollars (\$100,000) made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operations of Lessee's business in the Leased Premises. Lessee shall carry like coverage against loss or damage by boiler or internal explosion by boilers, if there is a boiler in the Leased Premises. Said insurance shall not be subject to cancellation except after at least ten (10) days prior written notice to City, and the policy or policies or duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of premium thereon, shall be deposited with City at the commencement of the term and upon any renewal of said insurance not less than thirty (30) days prior to the expiration of the term of such coverage.

b. ***Contents Insurance.*** Lessee shall obtain renter's insurance for all personal property of Lessee which is to be used or kept in or upon the Leased Premises. Lessee will further deposit the policy or policies of such insurance or certificate thereof with City.

Section 3. CITY'S INSURANCE. City has procured fire and extended coverage and other reasonably necessary insurance on the Building. Such insurance shall be for the benefit of City, and Lessee shall have no interest therein.

Section 4. WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, to the extent of insurance proceeds recoverable, Lessee hereby waives any and all rights of recovery, claim, action or cause of action against City, its agents (including partners, both general and limited), officers, directors, shareholders or employees, for any loss or damage that may occur to the Leased Premises or any improvements thereto, or the Building of which the Leased Premises are a part, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or other cause insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the City, its agents, officers or employees, and Lessee covenants that no insurer shall hold any right of subrogation against City. Lessee shall execute any and all documents necessary to carry out the waiver described herein and shall, upon demand by City, provide proof of the same.

ARTICLE SIX: UTILITIES

Section 1. CITY'S OBLIGATION. City shall pay for the following utilities provided to the Building: internet, water, sewer, electric, heat and garbage disposal.

Section 2. LESSEE'S OBLIGATION. Lessee shall, at Lessee's sole expense, provide and pay for all other utilities used by Lessee in the Leased Premises, including, without limitation, any cable service, telephone service and in-suite janitorial, through the term of this Lease.

Section 3. LIMITATION OF LIABILITY. City shall not be liable to Lessee in damages or otherwise if the furnishing by City or by any other supplier of any utility or other service to the Leased Premises shall be interrupted or impaired by fire, repairs or accident.

ARTICLE SEVEN: FURNISHINGS & SIGNAGE

Section 1. INTERIOR FURNISHINGS.

a. ***City's Obligations.*** City shall have no obligation to provide any furnishings or improvements to the Leased Premises as a part of this Lease.

b. ***Lessee's Obligations.*** Lessee shall, at Lessee's sole expense, purchase, install and maintain in good condition, any interior wall coverings, decorations and furnishings in the Leased Premises.

Section 2. SIGNAGE & ADVERTISING. Lessee shall not display, inscribe, print, maintain, or affix on any place in or about the Leased Premises or the Building any sign, notice, legend, direction, figure or advertisement, which is visible from outside the Leased Premises or from any common area of the Building without the prior consent of City.

ARTICLE EIGHT: USE OF LEASED PREMISES

Section 1. USE OF LEASED PREMISES. The Leased Premises may be used for office purposes only. Leased Premises will be used for no other purpose without the written consent of City. Lessee shall permit no waste, damage or injury to the Leased Premises.

Section 2. COMPLIANCE WITH LAWS. Lessee shall not engage in or allow any illegal or illicit conduct on the Leased Premises, and Lessee shall promptly comply with all laws, ordinances and regulations affecting the Leased Premises or Lessee's business therein.

Section 3. OPERATION OF BUSINESS. Lessee shall at all times conduct his business on the Leased Premises in good faith, in a high grade and reputable manner. Lessee shall not, without City's prior written consent, conduct any auction, fire, closing-out or bankruptcy sales in or about the Leased Premises nor obstruct the common areas or use the same for business or display purposes; nor abuse the Building, other improvements, fixtures or personal property in or about the Leased Premises (including, without limitation, walls, ceilings, partitions, floors and wood, stone and iron work); nor use plumbing for any purpose other than that for which constructed; nor make or permit any noise or odor objectionable to the public or other occupants of the Building or the City to emit from the Leased Premises; nor create, maintain or permit a nuisance thereon; nor do any act ending to injure the reputation of the Building; nor without City's prior written consent, place or permit any radio or television antenna, loud speaker or sound amplifier or any phonograph or other devices similar to any of the foregoing outside of the Leased Premises or any place where the same may be seen or heard outside of the Leased Premises; nor where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick up of merchandise or supplies to or from the Leased Premises or permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place except such facilities as are specifically provided for such propose. Lessee shall not permit any blinking or flashing light to emit from the Building or Leased Premises. Lessee shall keep the Leased Premises clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Leased Premises and will make the same available for regular pick up which Lessee will arrange at Lessee's sole expense. Lessee shall not burn any trash or garbage at any time in or about the Leased Premises. In the event Lessee does not make arrangements for required trash and rubbish removal, City may make such arrangements and charge the cost thereof back to Lessee as additional rent.

ARTICLE NINE: INDEMNITY

LESSEE'S INDEMNITY. Lessee agrees to indemnify, defend and save City harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees whether incurred pre-trial, at trial or on appeal, arising from or in connection with Lessee's use or occupancy of the Leased Premises or from the conduct or management of the

business conducted by Lessee or from any breach or default by Lessee in his obligations to be performed pursuant to the terms of this Lease, or from any act or negligence of Lessee, his agents, contractors, servants, employees, sublessees, concessionaires or licenses, in or about the Leased Premises or the common areas. City shall not be liable, and Lessee waives all claims for damage to person or property sustained by Lessee or Lessee's employees, agents, servants, contractors, sublessees, concessionaires, invitees and customers resulting from the Building in which the Leased Premises are located or by reason of the Leased Premises or any equipment or appurtenances thereunto pertaining becoming out of repair, or resulting from any accident in or about the Leased Premises, the Building, or resulting directly or indirectly from any act or neglect of any other Lessee in the Building. This shall apply especially, but not exclusively, to the flooding of the Leased Premises, and to damage caused by steam, excessive heat or cold, falling plaster, broken glass, sewage, gas odors or noise or the bursting or leaking of pipes or plumbing fixtures. All property belonging to Lessee or any occupant of the Leased Premises shall be there at the risk of Lessee, and City shall not be liable for damage thereto and/or theft or misappropriation thereof which is not wholly attributable to City.

ARTICLE TEN: SURRENDER

At the expiration of this Lease, whether by lapse of time or otherwise, Lessee shall surrender the Leased Premises to City in good condition and repair, reasonable wear and tear excepted. If the Leased Premises were not timely surrendered upon the termination of this Lease, Lessee shall indemnify City against loss or liability resulting from Lessee's delay in so surrendering the premises. Lessee shall promptly surrender all keys for the Leased Premises to City at the place then fixed for payment of rent.

ARTICLE ELEVEN: MISCELLANEOUS

Section 1. ASSIGNMENT & SUBLETTING. Lessee may not sublet or assign, in whole or in part, Lessee's interest in this Lease or the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. No assignment or subletting, which is not so approved by City, shall be of any force or effect. In no event shall any such assignment or subletting by Lessee relieve Lessee of his obligations to City under this Agreement, and Lessee shall remain secondarily liable to City for all such obligations unless specifically released therefrom, in writing. Neither this Lease nor any interest therein, shall pass to any trustees or receiver in bankruptcy, or any assignee for the benefit of creditors or by operation of law.

Section 2. CAPTIONS. The paragraph headings or captions appearing in this Lease are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 3. BINDING EFFECT. This Lease shall be fully binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

Section 4. CONTROLLING LAW. This Lease has been made and shall be performed under the laws of the State of South Dakota without respect to its choice of law considerations, and the laws of said state shall control the interpretation and enforcement of this Lease.

Section 5. WAIVER. No waiver by City of any right or remedy granted hereunder shall be effective unless in writing and signed by City. Any waiver by City shall apply only to the specific right or remedy waived and shall not be deemed to be a continuing waiver or to apply to any other right or remedy.

Section 6. LITIGATION. THE PARTIES AGREE THAT ANY LITIGATION ARISING FROM OR IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES UNDER THIS LEASE SHALL BE BROUGHT EXCLUSIVELY IN SOUTH DAKOTA CIRCUIT COURT IN THE SECOND JUDICIAL CIRCUIT IN AND FOR MINNEHAHA COUNTY, SOUTH DAKOTA. The parties agree that this Lease bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above-described court. **LESSEE FURTHER WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.**

Section 7. SEVERABILITY. In the event any portion of this Lease is determined by a court of competent jurisdiction to be void, illegal, or otherwise unenforceable, all other terms of the Lease shall remain in full force and effect and this Lease shall be enforced as if the void, illegal, or otherwise unenforceable provision did not exist.

Section 8. NOTICES. Any notice required or permitted under this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Lease.

Section 9. ENTIRE AGREEMENT; MODIFICATION. This written Lease constitutes the complete agreement between the parties and supersedes any prior oral or written agreements regarding the subject matter of this Agreement. There are no verbal agreements that change this Agreement, and no modification or alteration of this Agreement shall be effective unless in writing and signed by all parties hereto.

Section 10. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between City and Lessee.

Section 11. FORCE MAJEURE. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or cause, whether similar or dissimilar to those enumerated, beyond their reasonable control. The provisions of this Section

shall not operate to excuse Lessee from prompt payment of rent, percentage rent, additional rent or other monetary payments required by the terms of this Lease.

Section 12. RECORDING OF LEASE. Lessee shall not record this Lease without the written consent of City.

CITY OF MONTROSE (CITY)

SUSAN PAINTER, MAYOR

ATTEST:

NICOLE SIEMONSMA
FINANCE OFFICER

(SEAL)

ROBERT HOITEN, LESSEE

CAMPGROUND REVENUE HISTORY

	2022	2023	2024	2025	2025
ODELL ACCT.	18,000	14,000	10,000		
	(9 SEAS)	(7 SEAS)	(5 SEAS)		
SEASONAL FULL PAYMENTS		0	0		(5) \$9,400
SEASONAL DEPOSITS		0	\$750/2025		(7) \$1,050

NIGHTLY REVENUE ONLY			<i>bank statement</i>	#Res. in Camp / ARRIVALS REPORT	<i>bank statement SUBTRACT SEAS</i>	
JAN	175	550	518.90	0	2,770.17	
FEB	75	500	191.28	0	634.14	
MAR	575	175	3,533.37	0	1,369.43	(4) FULL SEASON
APR	1,225	875	2,422.81	0	1,071.31	(1) FULL SEASON
MAY	1,093	3150	3,487.16	60 Confirmations	4,848.21	
JUN	7,237	4200	4,837.86	111 Confirmations	5,269.65	(1) SEAS DEPOSIT
JUL	2,880	3200	5,752.01	158 Confirmations	6,923.79	
AUG	3,425	2150	5,469.73	154 Confirmations	7,118.09	(1) SEAS DEPOSIT
SEP	2,375	2205	2,698.33	96 Confirmations	4,062.54	(5) SEAS DEPOSIT
OCT	650	1079	331.49	5 Confirmations	871.01	
NOV	150	0	216			
DEC	220	0	92.38			
Non Seasonal Total:	20,080	18,084.00	28,985.90		34,938.34	

2024 Total Revenue: \$38,775.70

revised: 11/3/25

2025 Total Revenue: \$44,425.72

2025 General Fund; Money Market Accounts; CD - Overview

Account Name	Account #	Purpose	Opened	Jan. Recon Balance	Feb. Recon Balance	Mar. Recon Balance	Apr. Recon Balance
Checking Account	xxx0164	Operating Fund	x	336,787.96	390,935.16	424,540.54	419,857.55
Water Fund	602	General Fund	x	44,195.15	47,366.52	51,943.60	52,987.90
Sewer Fund	604	General Fund	x	62,706.60	63,009.46	67,450.01	60,731.55
CAMP Account	MM/xxx1950	Cmp Dep/Season Dep.	x	92,762.88	93,191.20	99,986.42	104,769.62
ODELL Account	MM/xxx1776	Borrow Option	x	192,668.30	192,786.54	192,917.53	193,031.69
Montrose Operations	MM/xxx1739	Optional	9/20/2022	185,861.48	260,901.87	261,079.14	261,233.64
Reserve for Equipment	MM/xxx1832	Optional	x	45,290.61	45,318.40	45,349.19	45,376.03
Water Fund Savings	MM/xxx1997	Savings	3/30/2023	73,569.62	73,614.77	73,664.79	73,708.38
Sewer Fund Savings	MM/xxx1973	Savings	3/30/2023	264,800.05	264,962.56	265,142.59	265,299.50
18m CD ODELL	x7010	ODELL Fund	2/22/2019	\$200,000	200,000	200,000	200,000

Account Name	Account #	Purpose	Date Opened	May Recon Balance	Jun. Recon Balance	Jul. Recon Balance	Aug. Recon Balance
Checking Account	xxx0164	Operating Fund	x	469,745.04	491,687.20	479,012.38	470,573.50
Water Fund	602	General Fund	x	56,191.63	60,976.05	61,661.92	65,634.53
Sewer Fund	604	General Fund	x	62,043.33	67,059.39	62,098.12	61,274.93
CAMP Account	MM/xxx1950	Cmp Dep/Season Dep.	x	109,180.34	114,329.01	199,116.20	205,576.20
ODELL Account	MM/xxx1776	Borrow Option	x	193,048.61	193,295.16	114,895.70	114,968.89
Montrose Operations	MM/xxx1739	Optional	9/20/2022	261,256.54	261,590.20	261,756.83	261,923.57
Reserve for Equipment	MM/xxx1832	Optional	x	45,380.01	45,437.97	45,466.91	45,495.87
Water Fund Savings	MM/xxx1997	Savings	3/30/2023	73,714.84	73,808.98	73,856.00	73,903.05
Sewer Fund Savings	MM/xxx1973	Savings	3/30/2023	265,322.76	265,661.61	265,830.83	266,000.16
18m CD ODELL	x7010	ODELL Fund	2/22/2019	\$200,000	200,000	200,000	200,000

Account Name	Account #	Purpose	Date Opened	Sep. Recon Balance	Oct. Recon Balance	Nov. Recon Balance	Dec. Recon Balance	Annual Interest
Checking Account	xxx0164	Operating Fund	x	393,081.06	354,253.34			
Water Fund	602	General Fund	x	70,160.82	70,733.78			
Sewer Fund	604	General Fund	x	66,880.88	64,189.26			
CAMP Account	MM/xxx1950	Cmp Dep/Season Dep.	x	209,703.57	210,109.68			
ODELL Account	MM/xxx1776	Borrow Option	x	115,039.76	115,113.04			
Montrose Operations	MM/xxx1739	Optional	9/20/2022	262,085.03	262,251.97			
Reserve for Equipment	MM/xxx1832	Optional	x	45,523.92	45,552.92			
Water Fund Savings	MM/xxx1997	Savings	3/30/2023	73,948.61	73,995.71			
Sewer Fund Savings	MM/xxx1973	Savings	3/30/2023	266,164.13	266,333.67			
18m CD ODELL	x7010	ODELL Fund	2/22/2019	\$200,000	200,000	200,000	200,000	x

VOUCHERS

NOVEMBER COUNCIL MEETING VOUCHER SUMMARY

PAID Between Meetings

29571e	FEDERAL TAX PAYMENT	10/24/25	\$513.12	Payroll Taxes
29572e	FEDERAL TAX PAYMENT	11/7/25	\$511.20	Payroll Taxes
00039e	CAMPSPOT	11/11/25	\$33.50	Camp Reservation Fees
00038e	CLOVER CONNECT	11/3/25	\$33.42	ACH Card Fees for Campground
30849	FULLER, NATHAN	10/24/25	\$100.00	305 W Kluckholm Property UB DEP Reimbursement
29573e	SD DOR	11/7/25	\$225.69	Monthly Garbage Tax Reporting
30853	SD RETIREMENT SYSTEM	11/3/25	\$630.88	Monthly Reporting
30850	THE SECURITY STATE BANK	11/3/25	\$1,263.25	Postage; Campground; Landfill; Office Supp; Cert. Mail; Brochures; Office Xmas décor; Bob's Lock/Key
30851	US BANK, N.A.	11/3/25	\$6,259.62	Loan: DW2; CW4

PAID at Council Meeting

30854	A&B BUSINESS	11/11/25	\$243.98	Monthly IT Service; Printer Contract
30855	ACE HARDWARE	11/11/25	\$71.95	Shop Needs
30856	ADDY DISPOSAL	11/11/25	\$2,984.00	Monthly Garbage Fee
30857	BADGER METER	11/11/25	\$127.43	Monthly cellular/network fees
30858	BANYON DATA SYSTEMS	11/11/25	\$1,730.00	Annual FA / PR Support
30859	CITY OF MONTROSE	11/11/25	\$9.56	Monthly UB Bill
30860	CORE & MAIN	11/11/25	\$997.14	Fire Hydrant Repair Clark & 1st Ave
30861	GOLDEN WEST	11/11/25	\$124.63	Monthly Office Phone Bill
30862	JOSH HANISCH	11/11/25	\$70.74	Fuel Reimbursement for Road Sweeper Drop
30878	JOSH HANISCH	11/11/25	\$172.14	Maintenance Clothing Allowance 2025
30863	KINGBROOK RURAL WATER	11/11/25	\$5,946.60	Monthly Water Purchase-Usage
30864	MCCOOK CO. AUDITOR	11/11/25	\$1,733.50	Monthly Sheriff Fee
30865	MCCOOK CO. EMS, INC.	11/11/25	\$762.06	Monthly Ambulance Fee
30875	MENARDS	11/11/25	\$140.76	Office Supplies; Campground repair supplies
30877	MENARDS	11/11/25	\$196.42	Maintenance Clothing Allowance 2025
30866	MIDAMERICAN ENERGY	11/11/25	\$35.06	Prior month Usage
30874	MONTROSE GAS PLUS	11/11/25	\$48.32	Fuel for city equip
30867	NEW CENTURY PRESS	11/11/25	\$86.49	October Mtg Minutes
30868	NICOLE SIEMONSMA	11/11/25	\$128.38	Fuel Reimbursement for Bobs Lock/Key; TJN; SF Landfill; Water Samples Aug/Sept/Oct
30869	PFIEFERS INC.	11/11/25	\$2,246.94	Bobcat Sweeper Repair
30870	SDML	11/11/25	\$3,673.00	WC Premium for 2026
30871	SF HUMANE SOCIETY	11/11/25	\$121.00	Multiple Animal Impound: 408 W State Street
30876	SOUTHEASTERN ELECTRIC COOP	11/11/25	\$2,393.59	Monthly Electric Bill
30872	TEAM LAB	11/11/25	\$1,037.50	Mega Bugs Winter Blend for Sewer Ponds
TOTAL PAID:			\$34,651.87	

Payroll

	City Council Members		\$3,325.00	Quarterly Payment-Paid in October
	Finance Officer		\$4,240.00	2 pay periods - October
	Park Attendant		\$204.40	September Work
	Seasonal Mowers		\$92.84	2 payperiods - October
	Certified Operator Temp.		\$100.00	Monthly Payment
	Maintenance Technician		\$1,062.33	2 pay periods - October
	TOTAL SALARIES:		\$9,024.57	
	GRAND TOTAL:		\$43,676.44	