

City of Colton
City Council
Regular monthly meeting
Agenda

Date: 11/13/2023

Time: 6:30 pm

Location: City Hall (309 E 4th St, Colton, SD, 57018)

1) Call to order / Roll call

T. Bunde R. Amundson C. Foster T. Evans J. Hulsher J. Lyon M. Wochnick

2) Public Time

3) Public hearing(s):

a) Notice of Public hearing second reading – Sophie Johnson SECOG - project ledger

4) Reports/Other business:

a) Siouxland Libraries Colton Branch - Expanded Access, entrance ramp handrails, new door, exterminator for wasps – Stephanie Bents & Alysia Boysen

b) Sheriff's report 68.04 October with call log

c) 2024 SF Humane Society Service Contract

d) 2024 Liquor license renewal Classic Corner

e) 2024 Liquor license renewal TJz

f) 2024 Wine & Cider License renewal Dollar General

g) Public time options

5) Quotes:

a) Colton Plumbing & Heating curb stop at city hall

b) Popham Construction street sweeping

c) Online payment processor PSN

d) Online payment processor Neonlink

e) City Hall printer upgrade

f) IT A&B Business Solutions

g) IT Elbow

h) IT Raztech

i) DT Fortnite Firewall 3 years

j) Raztech Cisco Meraki Firewall 3 years

k) TextMyGov

6) Ordinances, resolutions, policies, motions:

a) Council to fill out W4's

b) Monthly utilities to be set up on monthly autopay

c) Business account with Fleet Farm

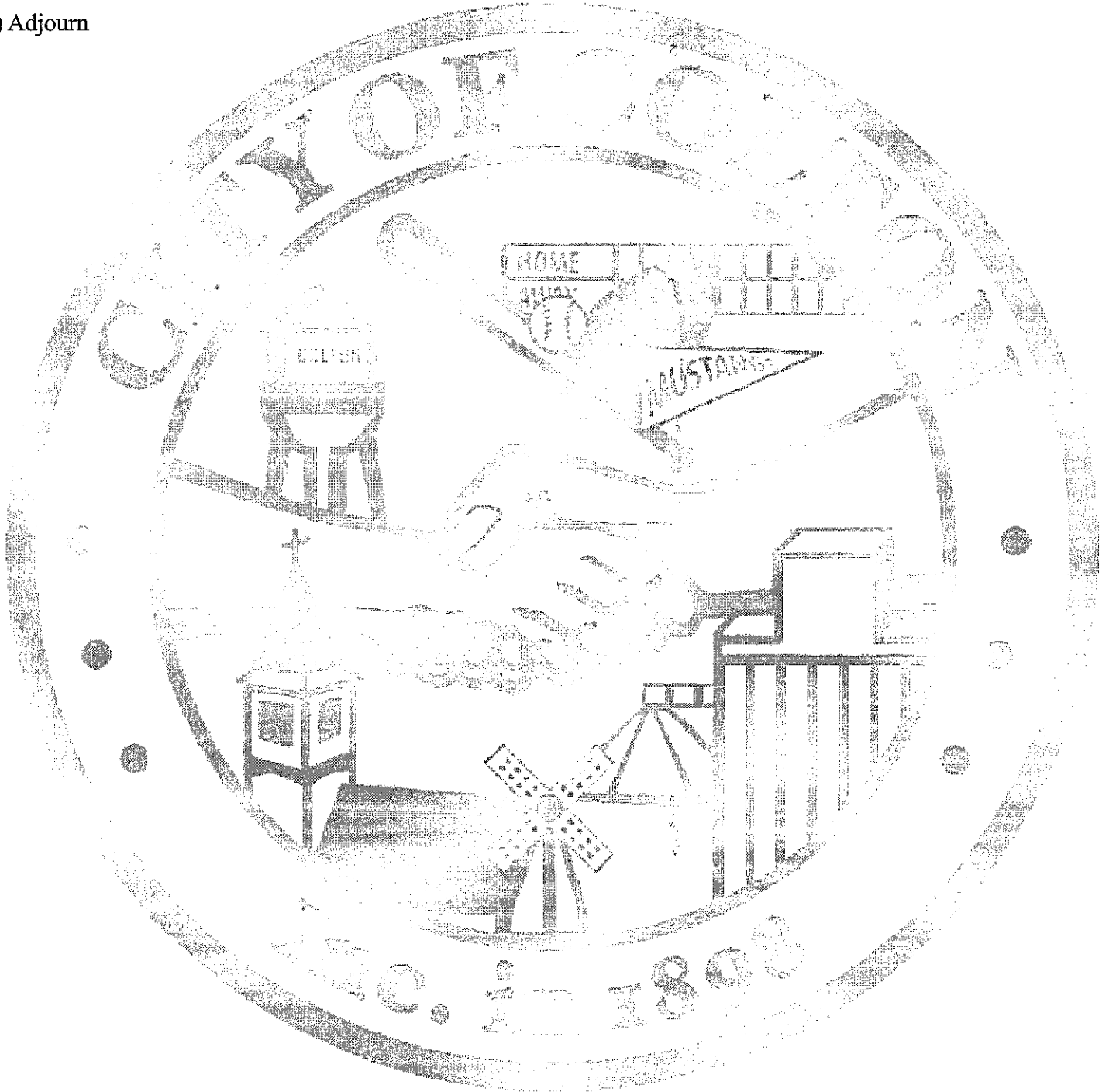
d) Business account with Amazon

e) Approve Resolution #11 2023 clean water

f) Approve Resolution #10 2023 sewer

- 7) Approve Agenda - October 17, 2023
- 8) Approve Meeting minutes – October 17, 2023, September 11,2023
- 9) Approve Claims

- 10) Adjourn



**CITY OF COLTON
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Colton will hold a Public Hearing on Monday, November 13, 2023, regarding the 4th Street Utilities Improvements project. The purpose of the public hearing is to discuss the proposed project, the proposed financing, and the source of repayment for any loans. The public is invited to attend and comment on the project.

The City expects to apply for up to \$1,200,000 for the 4th Street Utilities Improvements project.

The City is seeking project funding up to \$800,000 from the Board of Water and Natural Resources for the drinking water portion of the project. The funds could be a grant from the state Consolidated Water Facilities Construction Program and/or a loan from the Drinking Water State Revolving Fund (SRF) Program. The expected Drinking Water SRF loan terms are 3.25 percent for 30 years, and the Board of Water and Natural Resources may forgive all or a portion of the loan principal.

The City is seeking project funding up to \$400,000 from the Board of Water and Natural Resources for the sanitary sewer portion of the project. The funds could be a grant from the state Consolidated Water Facilities Construction Program and/or a loan from the Clean Water SRF Program. The expected Clean Water SRF loan terms are 3.25 percent for 30 years, and the Board of Water and Natural Resources may forgive all or a portion of the loan principal.

This public hearing will be held at the following time, date, and location:

6:30 P.M.
November 13, 2023
Colton City Hall
309 E. 4th Street
Colton, SD 57018

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this hearing, please contact the Colton Finance Officer at (605) 446-3811. Anyone who is deaf, hard-of-hearing or speech-disabled may utilize Relay South Dakota at (800) 877-1113 (TTY/Voice). Notification 48 hours prior to the hearing will enable the City to make reasonable arrangements to ensure accessibility to this hearing.

Mikayla Fraser
Finance Officer

Published once at the approximate cost of \$50.40.



Colton Branch

402 SOUTH DAKOTA AVENUE
COLTON, SD 57018
(605) 605-446-3519

To: Colton City Council

From: Stephanie Bents, Branch Librarian

Subject: Colton Branch Library Enhancements

CC: Mikayla Fraser

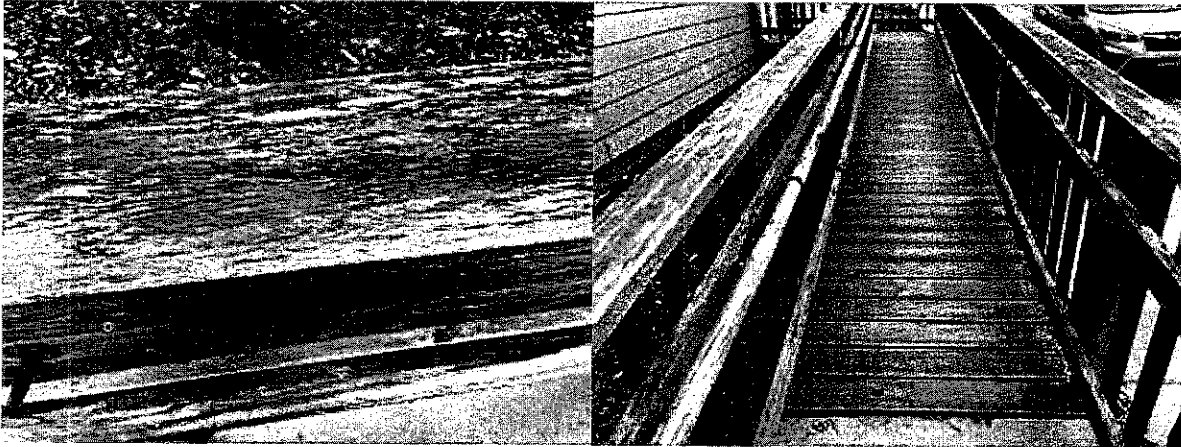
The following is a brief summary of the enhancements and repairs need for the Colton Branch Library.

Expanded Access

Expanded Access allows area residents over age 18 to use the library during closed hours. Siouxland Libraries operates Expanded Access at the Crooks Branch and Hartford Branch libraries. Typically, 40-105 residents use the service each month. In the past 5 years of operation, no property damage or major issues occurred at either location. We need the City of Colton to replace the front door in order to establish Expanded Access. The door needs to be able to accept a badge reader. Siouxland Libraries will cover the other expenses in getting the service set up. We intend to install the badge reader, speakers, and cameras in 2024.

Wheelchair Ramp

The wood on the sides of the wheelchair ramp are rotting and causing a safety hazard as children and adult can scrape hands and arms while walking up the ramp. This needs to be repaired or replaced.



Wasps

The area by the front door and ramp has a wasp problem with between 10 and 20 wasps in the area most of the time from spring-summer. Staff is unable to locate the source of the infestation. This has been a problem for at least 2 years now. We have heard from some residents that they do not use the library as they do not feel safe crossing through the front door. We would like you to hire an exterminator next spring to take care of the problem.

Meeting Room Policy

Siouxland Libraries' meeting room policy is to use the meeting rooms for library events and non-profit groups only. The policy does not allow individuals to reserve the room for birthday parties or family gatherings. We would like the City of Colton to support the policy as we would like to keep the room clean and tidy and available for community groups and library use.

Enhancements Coming Soon

The library will be getting a new phone system and self-check machine. The phone system will require a new phone number, which has not been established yet. The benefit of having a new phone system is that this change will put the Colton Library branch in the same phone system as the rest of Siouxland Libraries. We are planning marketing materials to let the public know about the new phone number:

For the self-check machine, customers will use their library cards to check out items or check on their accounts. The machine is the same as the machines used at the Crooks Branch and Hartford Branches. The machine is easy to use, and staff will train the community on how to use it.



200 NORTH DAKOTA AVENUE • P.O. BOX 7403 • SIOUX FALLS, SD 57117-7403

Expanded Access – Colton Branch

www.siouxlandlib.org/expanded-access

What Does the Library Provide?

- Security Cameras - monitor customers during Expanded Access hours
- Self-Check Machine – Check out of materials
- Cards – programmed for access to the building
- Badge Readers – Used for unlocking the doors for entry
- Speakers – Announcements when customers enter and other messages we can play.

What Does the City of Colton Provide?

- Allow access to the restroom
- New front door compatible with the badge system.
- Approval for the Project

How does it work?

- **Register**
 - Customers with a Siouxland Libraries card and in good standing can opt into the Expanded Access service.
 - The card is good for three years, they are able to renew free of charge every three years.
- **Available**
 - The services are open Monday – Sunday, 8am-9pm
 - Closed for Siouxland Libraries Board approved holidays
- **Staffing**
 - Staff are not in the building during the Expanded Access Hours.
 - The current hours for the branch will not change. Staff will remain available Tuesdays, 2-6 pm; Thursdays, 2-6 pm and Saturdays, 9am-1pm.

Who can use Expanded Access?

- Customers 18 years of age or older can opt into the program.
- All customers who opt into the program must sign our Expanded Access policy form and complete an orientation provided by the librarian.

What can they do during Expanded Access?

- Customers will be able to:
 - Access the public computer
 - Print
 - Select materials for checkout
 - Pickup holds
 - Use WiFi



What's shipping
today? **OPEN 7/10 8PM**

Delivering to
51700

What can we help you find today?

Home Depot | Tools & Equipment | Home Improvement | All Categories | Order History | Your Orders | Sign Out

My Account | My Lists | My Cart | My Orders

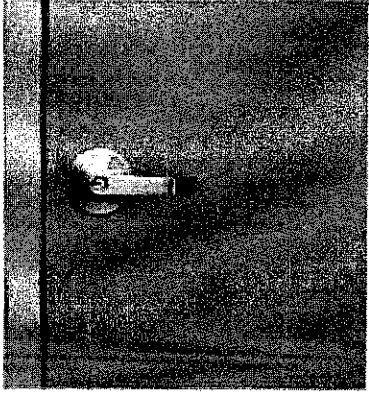
All Departments | Home Decor | Furniture & Appliances | 20' Projects & Tools | Project Calculators | Installation & Services | Specials & Offers | Local Ad & Catalog

Home / Doors & Windows / Exterior Doors / Commercial Doors

Home Depot | 10000000000 | Home Depot | 10000000000

L-I-F Industries
36 in. x 80 in. Gray Vision 1/2 Lite Right-Hand Steel Prehung Commercial Door with Welded Frame

★★★★☆ (13) Questions & Answers (2)



\$1058.00

Free \$100.00 cash suggested payments with 12 mo. 0% financing every 15 mo. on

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Buy 4 **10% OFF** Buy 8 **15% OFF** Buy 16 **20% OFF**

See This Offer

- Heavy duty steel prehung is ready to install detail included
- 30 minute fire rating
- Interior/Exterior Use
- Steel Kick Plates

Common Door Size (WxH) in. 36 x 80

36 x 80 36 x 84

Door Hanging Right-Hand/Outswing

Left-Hand/Outswing **Right-Hand/Outswing**

Pickup at Local Store **Delivering to 51700**

Ship to Store
Nov 29 - Dec 4
\$0 QUOTE
FREE

Delivery
UPGRADE

Share Print

Have Questions? We're Here to Help.

Search for a product, manufacturer, keyword, brand, and manufacturer details.

<https://www.homedepot.com/p/L-I-F-Industries-36-in-x-80-in-Gray-Vision-1-2-Lite-Right-Hand-Steel-Prehung-Commercial-Door-with-Welded-Frame-UWHG3680R/202510535>

Siouxland Libraries Meeting Room Policy

Siouxland Libraries meeting rooms are available for free to educational and informational community meetings by non-profit groups.

Prohibited uses of the rooms:

- fundraising
- promotion of fee-based products or services
- the sale of items on the premises
- when an admission fee is charged

Reserving Rooms

Reservations for meeting rooms can be made up to three months in advance. Reservations for study rooms can be made one month in advance. Study rooms can be booked for up to two hours per session.

Setup and clean up should be included in the time needed for the event when making a reservation.

The library reserves the right to deny use of its facilities, limit frequency of use, and accommodate requests so as not to interfere with regular use of the library.

Priority will be given to library programs. The library may cancel or move a reservation if the room is needed for library or City purposes. Organizations will be given advanced notice in these instances.

Using the Room

Responsible parties must arrive no later than fifteen minutes after the booking start time or forfeit the use of the room to another group. Access to the room outside of the reserved time cannot be guaranteed.

Food and drink are allowed with the stipulation that the room users are responsible for clean up. Group members are also responsible for the supervision of their children while using the room. Any persons using the room must also adhere to Siouxland Libraries' Rules of Conduct.

Meetings must conclude so that all attendees have exited the building before closing time. Repeated failure to comply with the Room Use Policy or the Rules of Conduct will result in suspension of the group from using any Siouxland Libraries rooms.

Library Endorsement

Permission to use the library meeting room does not constitute library endorsement of the group or the views espoused by the group.

Groups using the meeting room should clearly indicate in their advertisements and news releases who is sponsoring the event.

Colton Patrol Hours

October 2023

Patrol Hours

Blue Days

BURNS, JASON	6.72
EARLEY STONEARROW, SKYLER	4.90
SCHUSTER, PAUL	2.93

Blue Nights

MUNKVOLD, MARIA	2.08
PATTERSON, JOSHUA	3.67
RICCI, KIEL	1.03
WESTERBUR, DYLAN	6.02

Yellow Days

CAVE, JUSTIN	3.37
ESCHEN, ADAM	7.12
FEDDERSEN, WAYNE	7.81

Yellow Nights

HARTLEY, CORY	1.65
HODGES, SETH	1.07
KOMMES, SPENCER	2.63
LARSON, MATTHEW	2.41
MATSON, SPENCER	0.50
WAHL, ALEXANDER	6.20

Rover

DEBERG, JAKOB	7.21
ZICK, TYLER	0.72

Contracted Hours	65.00
Total Hours for October	68.04
Over/Under	3.04

Disposition Code Meanings:

1MP - No officers available; call held for first available
 1PKD - Pocket Dial 911 call
 1RPN - Reporting party notified of delay in response
 1SN - Supervisor notified of call holding
 31K - Warrant Service; warrant was served
 ACCR - South Dakota State Accident Report
 ACCS - Short Form Accident
 AR - Arrest Report; an arrest was made
 ASST - Assisted (Animal Control)
 AUNF - Unfounded Alarm
 AVAL - Alarm Valid
 BITE - Bite Report for Animal Control
 BR - Bike Report
 LDT - Lodged Detox
 LHS - Lodged Humane Society
 LJ - Lodged Jail
 LJD - Lodged JDC
 LMK - Lodged McKennan
 LVOA - Lodged Volunteers of America
 NAT - Necessary Action Taken; officers advised and/or assisted citizens
 NRPT - No Report (Animal Control)
 OSI - Off Site Impound (Animal Control)
 P - Pictures
 RTO - Returned to Owner (Animal Control)
 SR - Supplement Report; additional information was added to original report
 TAG - Tagged Warning; ticket or parking ticket issued
 TDD - 911 calls with TDD Device
 TOW - Towed; vehicle was towed
 TPR - Turn Over To Parent/Guardian
 UNF - Unfounded; no evidence of a crime being committed
 UTA - Unable To Approach
 UTL - Unable To Locate
 WARN - Warned

CITE - Ticket issued; citation was issued
 CR - Case Report; report was done for follow-up
 DR - Disregard
 EMS - EMS Form, medical form completed
 FI - Field Investigation Card
 HI - Home Impound (Animal Control)
 IR - Information Report
 JAR - Juvenile Arrest Report
 K9R - K9 Report; K9 dogs used on the call
 LANG - Language Line 911 called
 LCI - Lodged Children's Inn
 LCS - Lodged Cat at Shelter
 LDS - Lodged Dog at Shelter

*Sherriff is
 Call log*

**Call Log information is updated every 5 minutes.
 Calls will appear approximately 30 minutes after the CFS time.**

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2023-10-07 02:26:14	257TH ST	257TH ST and 480TH AVE	BRANDON	Burglary Alarm	CFS23-218638	NAT
2023-10-05 09:49:47	483RD AVE	483RD AVE and 264TH ST	BRANDON	Burglary Alarm	CFS23-217315	DR
2023-10-04 21:22:14	484TH AVE	484TH AVE and 260TH ST	BRANDON	Stolen Vehicle	CFS23-217033	CR; P
2023-10-25 12:26:11	HWY 42		CHANCELLOR	Reckless Driver	CFS23-231524	UTL

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2023-11-02 20:38:35	247TH ST	247TH ST and 458TH AVE	COLTON	Disorderly Phone Calls	CFS23-237429	NAT
2023-11-02 07:28:39	246TH ST		COLTON	Accident	CFS23-236931	ACCR
2023-11-02 06:11:38	248TH ST		COLTON	Accident	CFS23-236894	ACCR
2023-10-30 19:36:40	465TH AVE		COLTON	Injury Accident P3	CFS23-235299	ACCR
2023-10-30 07:30:55	250TH ST		COLTON	Motorist Assist	CFS23-234809	NAT
2023-10-29 13:41:39	S PARK AVE	S PARK AVE and E 1ST ST	COLTON	Abandoned Vehicles	CFS23-234403	TAG
2023-10-27 17:21:18	S MAIN AVE	S MAIN AVE and S MAIN AVE	COLTON	CHINS	CFS23-233160	CR
2023-10-25 10:56:12	463RD AVE	463RD AVE and 251ST ST	COLTON	Animal Problem	CFS23-231486	NAT
2023-10-24 18:34:11	248TH ST		COLTON	Breathing Prob P2	CFS23-231170	NAT
2023-10-24 18:19:45	E 3RD ST		COLTON	Standby To Pick Up Property	CFS23-231162	NAT; UNF
2023-10-24 12:32:44	252ND ST	252ND ST and 465TH AVE	COLTON	Disorderly Subjects	CFS23-230915	CR
2023-10-23 16:09:44	HWY 19		COLTON	CHINS	CFS23-230352	NAT
2023-10-20 23:43:28	E 2ND ST	E 2ND ST and S IOWA AVE	COLTON	Gunshots	CFS23-228511	UTL
2023-10-20 13:53:01	250TH ST	250TH ST and 461ST AVE	COLTON	Accident	CFS23-228076	ACCR
2023-10-18 11:25:15	S MAIN AVE	S MAIN AVE and E 2ND ST	COLTON	Check Wellbeing	CFS23-226348	NAT
2023-10-17 21:52:27	248TH ST	248TH ST and 459TH AVE	COLTON	Suspicious Vehicle	CFS23-226058	NAT
2023-10-17 20:39:47	465TH AVE	465TH AVE and 246TH ST	COLTON	Suspicious Vehicle	CFS23-226018	NAT
2023-10-17 11:42:01	252ND ST	252ND ST and 465TH AVE	COLTON	Suspicious Subject	CFS23-225615	NAT
2023-10-16 18:24:23	N PARK AVE	N PARK AVE and E 1ST ST	COLTON	Unknown Problem PD	CFS23-225190	NAT
2023-10-16 09:33:28	246TH ST		COLTON	Injury Accident P3	CFS23-224792	NAT
2023-10-14 09:43:07	248TH ST	248TH ST and 460TH AVE	COLTON	Stroke P2 ALS	CFS23-223492	NAT
2023-10-13 13:02:33	464TH AVE		COLTON	Stray Animal	CFS23-222969	NAT
2023-10-13 07:27:24	464TH AVE	464TH AVE and N MAIN AVE	COLTON	Traffic Hazard	CFS23-222791	NAT

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2023-10-11 19:02:35	E 5TH ST		COLTON	Vicious Animal	CFS23-221978	NAT
2023-10-11 16:13:56	245TH ST	245TH ST and 459TH AVE	COLTON	Vehicle Fire	CFS23-221832	NAT
2023-10-10 08:43:12	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Disorderly Phone Calls	CFS23-220806	NAT
2023-10-08 23:44:48	245TH ST		COLTON	Accident	CFS23-219935	NAT
2023-10-08 09:04:24	S MAIN AVE	S MAIN AVE and S MAIN AVE	COLTON	CHINS	CFS23-219468	CR
2023-10-07 08:40:28	E 6TH ST	E 6TH ST and S CHARLES AVE	COLTON	Disorderly Phone Calls	CFS23-218733	CR
2023-10-07 03:15:49	S PARK AVE	S PARK AVE and E 3RD ST	COLTON	Sick Person P3	CFS23-218659	NAT
2023-10-04 20:33:49	S MAIN AVE	S MAIN AVE and S MAIN AVE	COLTON	CHINS	CFS23-216996	CR; P
2023-11-02 20:27:52	EXECUTIVE CIR	EXECUTIVE CIR and EXECUTIVE AVE	CROOKS	Family Dispute	CFS23-237423	NAT
2023-11-01 18:04:39	E MAIN ST	E MAIN ST and N 1ST AVE	CROOKS	Liquor Law Violation	CFS23-236666	NAT
2023-11-01 15:34:00	S PARK DR	S PARK DR and E 8TH ST	CROOKS	Disorderly Phone Calls	CFS23-236550	CR
2023-10-31 07:07:25	470TH AVE		CROOKS	Accident	CFS23-235498	ACCR
2023-10-27 20:35:46	254TH ST		CROOKS	Reckless Driver	CFS23-233269	CITE
2023-10-26 14:53:02	E 11TH ST		CROOKS	Motorist Assist	CFS23-232356	NAT; TR
2023-10-25 11:42:22	255TH ST	255TH ST and 468TH AVE	CROOKS	Sex Offender Verification	CFS23-231490	UTL
2023-10-24 18:46:31	ANDREW DR	ANDREW DR and 257TH ST	CROOKS	Runaway	CFS23-231177	CR; LJD; JAR
2023-10-18 09:13:58	N 1ST AVE	N 1ST AVE and E 4TH ST	CROOKS	Verify VIN	CFS23-226244	NAT; 1MP; 1RPNI; 1SN
2023-10-16 19:11:21	469TH AVE	469TH AVE and 257TH ST	CROOKS	Disorderly Subjects	CFS23-225218	NAT; IA
2023-10-15 08:04:57	471ST AVE		CROOKS	Found Property	CFS23-224108	CR; P; TOW
2023-10-14 19:44:52	N WEST AVE	N WEST AVE and SUPERIOR AVE	CROOKS	Motorist Assist	CFS23-223844	NAT
2023-10-10 12:56:54	471ST AVE	471ST AVE and 254TH ST	CROOKS	Injury Accident P1 ALS	CFS23-220972	ACCR; CR; P
2023-10-08 14:33:26	N WEST AVE	N WEST AVE and SUPERIOR AVE	CROOKS	Burglary Alarm	CFS23-219659	NAT
2023-10-08 13:45:17	<u>43.653912, -96.775246</u>	I 29 and I 29 RAMP	CROOKS	DWI	CFS23-219627	UTL



SIOUX FALLS AREA HUMANE SOCIETY

Providing a Safe Haven and Human Voice for Animals in Need

To Whom It May Concern;

Attached is the Animal Services ~~Contract for the 2024 year~~

The Sioux Falls Area Humane Society employs 4 full time Humane Officers with two vehicles to provide services 24 hours a day, 7 days a week including holiday's, to your area throughout the year. Officers can be contacted at 605-254-4058 at any time of day or night. Our primary focus is domestic animals and public safety. Below is a brief list of services we most commonly provide, and are able to assist with;

- Confined Stray Animals (domestic)
- Live Trapping Domestic Animals (capable of live trapping dogs and cats)
- Animal Bites to Humans, quarantining the animal for observation both in home or at our facility
- Vicious Animals
- Animal at Large Enforcement (as allowed by ordinance)
- Barking Dog Complaints
- Animal Hoarding Investigation
- Miscellaneous Animal Problems or Complaints
- Law Enforcement Assistance for detained owners, or other like situations
- Unconfined Stray Animals (domestic)
- Live Trapping Nuisance Wildlife within a cities limits (skunks, opossums, raccoons, woodchucks)
- Bats/Wildlife inside of home structures or in direct contact with humans or domestic animals
- Rabies Testing as applicable
- Distemper Testing as applicable
- Neglect Investigation, General
- Cruelty Investigation
- Removal of Deceased domestic animals from private property or roadways
- Rabies Vaccine Compliance
- Owner Education for proper care of a domestic pet

We enforce all local ordinances and South Dakota State Codified Laws for areas serviced to the best of our ability, which in 2023 included 5 counties and 30 cities surrounding Sioux Falls. We respond to calls in as rapid of fashion as possible, but often have to prioritize urgency and response time may be delayed. Travel time to a number of serviced areas must be accounted for. City License Verification is up to your jurisdictions discretion due to current capacity of services provided here.

Please return a signed contract for service by December 30th, 2023 if you wish to continue services along with a copy of your current Animal Ordinances. If you do not wish to continue services, please notify us at your earliest convenience. We look forward to serving you in 2024.

To contact officers please call 605-254-4058, for questions regarding your contract or services we provide please call 605-338-4441 EXT 2003.

**ANIMAL CONTROL SERVICES
AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT
For the Year 2024**

THIS AGREEMENT is made and entered into as of the ~~1st~~ day of January, 2024, by and between the **CITY of COLTON, SOUTH DAKOTA**, hereinafter referred to as the “City” and the **SIOUX FALLS AREA HUMANE SOCIETY**, hereinafter referred to as the “Society”.

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to the City ordinances are cared for or disposed of pursuant to such ordinances; and

WHEREAS, the City believes that the Society is an appropriate party for handling other related animal problems; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Control Services. The Society shall be responsible for responding to animal-related calls referred by the City. The Society and the City will be responsible for the enforcement of the animal control laws. The Society shall perform all other animal related services and obligations delegated to the Society by the City, including, but not limited to the following specific duties:

- (a) **Humane Officers.** The Society shall provide trained and commissioned animal control officers (humane officers) for the City. Humane officers shall perform the following services in and for the City:
 - (i) Work with Law Enforcement with sheltering of animals which have been taken into custody by citizens and referred to the City for handling. Records of these actions shall be prepared and maintained and appropriate copies provided to the City.
 - (A) Animals will be returned to their owners or keepers immediately, if possible. If the return of the animal is appropriate, and if a violation has occurred, a summons and complaint may be issued by the Animal Control Officer(s) to the owners or keepers.
 - (B) Animals which cannot be returned to the owners or keepers will be impounded by the officers at the Facility for a period of five (5) days if the animal has identification or for three (3) days if the animal does not have identification.
 - (ii) Attempt to give emergency treatment to all injured animals reported to the Society. Animals that have, in the opinion of a veterinarian or Animal Control Officer, sustained terminal injuries, may be euthanized.
 - (iii) Respond to animal-related problems referred to the Society by the City/Sheriffs Department. Respond to administrative directive of the City’s office relating to animal control. Respond to Citizen complaints or concerns as allowed by the City/Sheriffs Department.
 - (iv) Cooperate with Law Enforcement and the City Attorney’s Office in the prosecution of violations of the various animal control ordinances of the City.
 - (v) Maintain personnel and equipment available for 24-hour emergency animal rescue service, seven days a week.

Section 2. Facility and Services.

- (a) **Facility.**
 - (i) The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located as 3720 East Benson Road, Sioux Falls, SD 57104.

(b) **Operation of the Facility.**

- (i) The Society staff will not be responsible for determining the validity of stray animals brought to the facility by individuals other than the City's Law Enforcement. Nor will the staff turn away any supposed stray animal brought to the facility by individuals other than Law Enforcement and the City will be charged accordingly.
- (ii) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (iii) The Society will not release or otherwise dispose of any animal placed in the Facility, except to the owner or keeper, until all impoundment and applicable state laws have been satisfied. In no case will a healthy domestic animal be disposed of in less than three days unless it is released to the owner or keeper thereof or has sustained life threatening injury or illness warranting humane euthanasia.
- (iv) The Society may charge, collect and retain for its own use as part of the consideration for this contract all costs incurred from all persons who redeem impounded animals. The impound fee, if applicable, shall be returned to the City less a ten (10%) administration fee.
- (v) The Society is authorized to collect from the owner or keeper of the animal all reasonable and necessary costs associated with providing emergency treatment to an impounded animal.

Section 3. Miscellaneous Provisions.

- (a) The Society shall respond to complaints involving nuisance domestic animals only. The Society shall assist in the capture, relocation, impoundment and/or euthanasia of such small animals when the Society determines it is the appropriate approach and application for urban wildlife.
- (b) The Society shall submit an annual summary report at request if desired to the City listing the following information in regard to the contract year:
 - (i) the total number of calls handled by the Society Animal Control Officers within the City and;
 - (ii) the total number of animals impounded.
 - (iii) these numbers are depicted on monthly billing spreadsheets that are attached to billing invoices.

Section 4. Obligations of the City.

- (a) ~~Where requested by the City, the Society provides patrolling and apprehending services. The City shall pay to the Society for such services performed during the hours of 8:00 a.m. to 5:00 p.m. the sum of \$48.00 per hour plus the current IRS mileage rate. For said services performed during the hours of 5:00 p.m. and 8:00 a.m. the rate shall be \$61.00 per hour. Rates shall be based upon quarter-hour increments. The City shall pay such sums within 30 days after receipt of an invoice from the Society.~~
- (b) Where the Society boards an animal at the Shelter under the terms of this Agreement, the City may be responsible for unpaid boarding fees (\$12.50/day per animal) in cases of investigation or prosecution, but is to be determined on a case by case basis.
- (c) Any rescues will be a joint effort between Law Enforcement, the Society, and the City/States Attorney. Seizure of animals will only be done if parties agree, and with written request by the City to the Society. Any and all costs associated with these types of rescues will be billed to the City, and paid to the Sioux Falls Area Humane Society. The City or its legal entities will be responsible to collect its own restitution from the owner of said animals including boarding, medical, legal, and labor costs associated.
- (d) Owners reclaiming their animal will be responsible for all costs incurred by the City.

Section 5. It is further agreed:

- (a) The Society's records with respect to all matters covered by this contract shall be made available for audit and inspection by the City at any time during normal business hours. The City shall give written notice 48 hours before an audit is begun.
- (b) The Society shall protect, indemnify, defend and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants and agents from any and every action, cause of action, claim or demand of any person, natural or corporate, who is not subscribing party to this agreement, by, because or through any matter, cause, or thing happening or in any way connected with the Facility or the Society's Animal Control Officers arising from the negligent acts or actions of said Society, its employees or agents. The Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the negligent acts of the City, its officers elected or appointed, and the agencies thereof, nor for acts, claims or demands based on the performance of this contract by the Society in compliance with specific instructions or specific orders given to said Society by authorized agents or elected or appointed officers or said City.
- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (d) The Society, its members, and employees work for the Society and do not have the status; rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (e) That no waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.

Section 6. It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinance of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of the animal shelter and enforcement and services shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement.

Section 7. The City has the right and option to terminate this Agreement by the City, at a formal meeting, adopting a motion electing so to terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be no less than 30 days from the date of delivery of the notice that such action has been taken, but the agreement ends on December 31, 2024 unless renewed or extended in written agreement of both parties.

Section 8. This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

The City of Colton, South Dakota

By:

Sioux Falls Area Humane Society

James Oppenheimer
James Oppenheimer (Oct 24, 2023 15:43 CDT)

By:

24/10/2023

Executive Director – James Oppenheimer

Attest:

Date Received _____
Date Issued _____

2024

License No. PL-24829

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

CLASSIC CONVENIENCE INC
PO BOX 66
COLTON, SD 57018

Lic # PL-24829
CLASSIC CORNER
201 S MAIN AVE
COLTON, SD 57018

Owner's Telephone#: _____

Business Telephone #: (605) 446-3717

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: minnehaha

Do you own [] or lease this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

E 1/2 lot 7 Lying E of RR + A11 (EXR4)
Lots 8 Thru Lot 12 Block 4 Colton
City 1st ADDN

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes [] No If Yes, please list on the back page

E. State Sales Tax Number: 1032-7602-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date _____ Print Name _____ Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Renewal - no public hearing held
Amount of fee collected with application \$1,200.00
Amount of fee retained \$ 1,200.00
Forwarded with application \$ 0.00

Please complete reverse side

Date Received _____
Date Issued _____

2024

License No. RL-5517

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

CITY OF COLTON
PO BOX 155
COLTON, SD 57018-0155

Lic # RL-5517
TJZ BAR & RESTAURANT
311E 4TH ST PO BOX 155
COLTON, SD 57018

Owner's Telephone#: (605) 310-3837

Business Telephone # (605) 446-3487

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Minnehaha

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Lot 10A Block 20
Colton City 3rd ADDN

Is this License in active use? Yes [] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes No **If Yes, please list on the back page**

E. State Sales Tax Number: 1011-7041-ST

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date: _____ Print Name: _____ Signature: _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

(Seal) _____
Mayor or Chairman

Renewal - no public hearing held
Amount of fee collected with application \$ 600.00
Amount of fee retained \$ 600.00
Forwarded with application \$ 0.00

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024

License No. PL-4505

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

CITY OF COLTON
PO BOX 155
COLTON, SD 57018-0155

Lic # PL-4505
TJZ BAR & RESTAURANT
311 E 4TH ST PO BOX 155
COLTON, SD 57018

Owner's Telephone#: (605) 310-3837

Business Telephone #: (605) 446-3487

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Place of business is located in a municipality? Yes [] No

County: Minnehaha

Do you own or lease [] this property? (Check one)

Are real property taxes paid to date? Yes [] No

Are you of good moral character having never been convicted of a felony? Yes [] No

D. Legal description of licensed premise:

Lot 18A Block 20 Colton City
3rd ADDN

Is this License in active use? Yes [] No

E. State Sales Tax Number: 1011-7041-ST

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[] Yes No **If Yes, please list on the back page**

F. New license? _____ Transfer? (\$150) _____ Re-issuance?

G. CERTIFICATE The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date: _____ Print Name: _____ Signature: _____

H. APPROVAL OF LOCAL GOVERNING BODY- Notice of hearing was published _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

For Local Government Use

Renewal - no public hearing held
Amount of fee collected with application \$ 600.00
Amount of fee retained \$ 000.00
Forwarded with application \$ 0.00

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

Date Received _____
Date Issued _____

2024

License No. RW-24779

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Dolgen Midwest
100 Mission Ridge
Goodlettsville TN 37072

Owner's Telephone #: 6158554000

B. Business Name and Address

Dollar General #18515
200 S Main Ave
Colton SD

Business Telephone #: 6055198254

Place of business is located in a municipality? Yes No

County: Minnichaha

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this license in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes No **If Yes, please list on the back page.**

D. Legal description of licensed premise:

See attached

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1018-8740-STMC

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 10/24/23 Print Name Emily Taylor Signature Emily Taylor

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ 500.00
Amount of fee retained \$ 500.00
Forwarded with application \$ 0

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC Dolgen Midwest LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 100 Mission Ridge Goodlettsville TN 3707

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
See Attached			

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Dolgen Midwest LLC 100 Mission Rdige Goodlettsville TN 37072

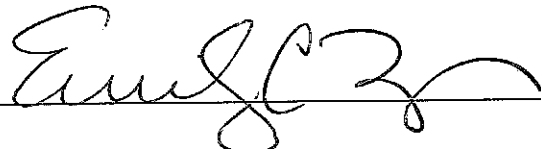
With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



10/24/23

Colton Plumbing & Heating, LLC

PO Box 38

Colton, SD 57018

Estimate

Date	Estimate #
9/12/2023	2608

Name / Address
City of Colton PO Box 66 Colton, SD 57018

Project

Description	Qty	U/M	Rate	Total
2) HYDRANTS DIG UP & REPLACE CURB STOP AT CITY HALL BACK HOE LABOR TOTAL Sales Tax			2,937.00 0.00%	2,937.00 0.00
			Total	\$2,937.00

QUOTE: These are average prices that will be somewhere in the range of the finalized prices for you, these are a benchmark to go off of for the initial review.

Implementation and Service Fees

Following are non-transactional fees which are either one-time, monthly or annual costs. If you need additional information on these costs, please let me know.

<p>Service Implementation Fee Includes, as applicable: Implementation Team • Training • Online Portal Setup • Standard Customer Payment App Setup • IVR Setup • PSN Call Center Training Specific to Your Account • Merchant Application Processing • Marketing Support</p>	<p>One-time fee</p>	<p>Waived: will be waived for you with partnership</p>
<p>Paperless Billing — per paperless bill per cycle Note: Only when paper is suppressed, and a paper invoice is not mailed</p>	<p>Per Billing Cycle</p>	<p>\$ 25</p>
<p>Support, Maintenance Fee Includes, as applicable: Online Portal, Standard Customer Mobile App, IVR System Upgrades and Maintenance • Call Center Support for Your Customers • Email Notifications to Payers and Staff • Service Account Manager for Your Staff • Interface/Integration Support (Storage and Maintenance of Customer Data) • Reports • Online Account Management Center • System and Account Monitoring (24/7) • And More</p>	<p>Monthly fee</p>	<p>\$300</p>
<p>PCI Security Compliance Fee Includes: Required PCI Certification • Compliance with Credit Card Security Requirements • Auditing</p>	<p>Annual fee Charged each December</p>	<p>Waived: will be waived for you with partnership</p>

Transaction Fees Paid by Customers

To cover costs of processing payments through the network of financial institutions, the following fees will apply to each transaction. The fees are based on the type of payment (check, credit card, cash) and/or how the payment is made.

<i>Payment Channel</i>	<i>Check/Savings</i>	<i>Credit/Debit Card*</i>
Online • Mobile • Virtual	\$2.00	3.25% with minimum fee of \$2.95

**Credit cards include your choice of VISA, MasterCard, Discover and American Express*

PRICING QUOTE NOT FINAL

3 Clicks to Pay Bill

Can reach out over phone + chat + postcard

Neonlink Demonstration

also reconciliation by charging a vendor fee will be off because of rounding
if it would be better to charge a line item use bill

don't save payment info. they use a gateway that is token based so it's more secure

will add banner to our website to click to pay
log into portal with our logo

can login by acct#, name, service addr, mailing addr, email

when they click pay now from email brings them to

payment screen computer/phone, agree to payment terms then pay now

have to create an account online to pay online so we don't

get payments without identifying information

if two names on the ~~acc~~ account type in one time & w/ ^{auto pull} ~~that~~ ^{allow}

Don't take American express due to such high fees

can save payment method & go paperless

can make a payment

can't make more than double the payment the amount they enter as safeguard for missing a decimal.

can send past due & payment reminders

can see email delivery report to see who has opened

can search by payment amount

can ~~also~~ reconcile easy by entering bank deposit amount ^{of date}

? is customer paying convenience fee or us.?

if customer pays its 3%

if utility company pays it with interchange & average is about 1.5%

to accept a check in the mail it costs over 3 dollars a payment

electronic check \$0.70 cents, 40cents realtime 30cents bank

no fee for paperless

+ extra with low ^{for 511} \$100 set up fee / \$15.00 w/ 1000 texts then \$0.10 per message



Printer
we currently have

Access Systems
Sioux Falls, SD
Phone: 605.705.6400
www.accesssystems.com

**PROPOSED SOLUTION FOR:
CITY OF COLTON**

EQUIPMENT PROPOSED

Quantity	Model	Description
1	MX-C304W	MX-C304W - 30 PPM B&W / Color - Desktop Color Document System
1	MX-C304W	1 x 600-sheet Paper Drawer (up to 4 additional)
1	MX-C304W	High Stand (1 door with storage)
1	e-goldfax	

Please see attached brochure or specification sheet for more details.

FINANCIAL OPTIONS

Purchase Price	Service Agreement (60 months)
\$4,400.62	\$29.80 monthly

MAINTENANCE AND SUPPLIES

Your Service Agreement includes the following:

- ✓ All parts, labor, toner, and service calls.
- ✓ Up to 2,000 B&W Copier pages per month with additional pages billed quarterly at \$0.0080 per page.
- ✓ Up to 200 Color Copier pages per month with additional pages billed quarterly at \$0.0690 per page.
- ✓ Guaranteed 4-hour response time (current average of 2.3 hours statewide)
- ✓ Quarterly account reconciliations and reviews.
- ✓ Connectivity Assurance Included.
- ✓ An additional \$5 per month admin fee may be added for shipping and handling of supplies.

EXCLUDES: paper and staples.



955 SE Olson Drive Waukee, Iowa 50263
 P: 515.987.6227 F: 515.987.6228
www.AccessSystems.com

Sales & Service Agreement

Quote No: 50566 (v07.20)
 Date: 11/19/2020
 Sales Person: Sarah Siemonsma
 Payment Terms: Due on Receipt
 Quote Expires: 12/19/2020

SHIP TO:			BILL TO:		
Company Name: City of Colton			Company Name: Same		
Department:			Department:		
Street Address: 309 E 4th St			Street Address:		
City: Colton	State: SD	Zip: 57018	City:	State:	Zip:
Phone: (605) 446-3811		Email: cityofcoltonsd@gmail.com	Phone:		Email:

EQUIPMENT SALE

Description	Beginning Meter Reading		Quantity	Amount
	B&W	Color		
Sharp MX-C304W			1	\$4,700.62
eGoldFax			1	Included

Total Sales Price \$4,700.62

Total does not include applicable sales tax

MAINTENANCE & SERVICE

Meter Group Description	Monthly Image Allowance (If not consolidated)	Monthly Base Charge (Plus tax)	Excess Per Image Charge (Plus tax)
Black & White Copier(s)	2,000	\$16.00	\$0.0080
Color Copier(s)	200	\$13.80	\$0.0690
eGoldFax	250	\$31.49	\$0.1000

Base Billing Cycle	Quarterly
Overage Billing Cycle	Quarterly

Quarterly Maintenance Charge \$ 89.40
Charge does not include applicable sales tax

Additional Service Options: By Initialing where indicated below, you elect to include the indicated service option(s) for the additional monthly fee of \$5.00 per device per service option.

Secure Data Protection Customer's Initials to Elect: HAM
 If you do not initial to elect this service, you acknowledge you assume full responsibility for performing all end of lease device data disposal procedures to remove confidential information. Data disposal procedures may be required for your compliance with applicable industry standards and state and federal laws and regulations.

Connectivity Assurance Customer's Initials to Elect: HAM
 Includes remote connectivity assistance to allow for networked device functionality. If you do not initial to elect this service, you acknowledge that any connectivity work we provide will be billable at our hourly rate.

Comments:
 Total sales price of \$4,700.62 includes eGoldFax for 5 years (prepayment) and a one-time porting fee of \$20.00. After the fifth year, subsequent monthly fee for EGoldFax is \$30.49. 250 pages included in prepayment per month, pages over the 250 will be billed at \$0.10 per page. Thank you!

Customer's Authorized Signature

This Agreement is non-cancelable and irrevocable. It cannot be terminated. Please read carefully before signing. By signing this page, you represent to us that you have received and read the additional terms and conditions appearing on the second page of this two-page agreement. This agreement is binding upon our acceptance hereof.

Authorized Signature: Heather Madison Date: 12/2/2020
 Printed Name: Heather Madison Title: City Administrator

SALES & SERVICE AGREEMENT TERMS AND CONDITIONS (v11.19)

1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessories incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We offer you the ability to make payment in a variety of methods, including check, ACH, or wire payment. We generally do not allow you to pay via credit card or purchasing card, however, if we do accept a credit card or purchasing card payment, you agree to pay our then current surcharge. For all equipment sales totaling \$5,000 or more, fifty (50%) percent of the equipment sales price is due within one (1) week of the Customer's signature of this Agreement and the remaining balance is due upon the installation of the equipment. For equipment sales less than \$5,000, the entire purchase price is due upon the installation of the equipment. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. The base payment will be adjusted proportionately up or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You agree that if we replace any item of Equipment due to repair or maintenance issues, that each such substitute item of equipment shall thereby become subject to this Agreement, and be an item of Equipment hereunder, without the need for the parties to sign an amendment hereto.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. IMAGE CHARGES AND OVERTAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Maintenance Charge Amount. You agree, upon commencement of this Agreement, to install our electronic meter collection agent ("MCA") on your network to remotely monitor the status and usage of Equipment to allow us to most cost effectively perform the services under this Agreement. If you don't install and maintain the MCA on your network, we may require you to pay us a fee of up to \$10 per month per imaging device connected to that network. For all non-networked devices (and for networked devices if the MCA is not installed), you agree to provide us with the actual meter readings for the device as and when requested by us. We may estimate the number of images made on a device if such meter readings are not received within five days after our request and we may require you to pay, in addition to the above \$10 fee (if applicable), a usage estimation fee of \$5 per device for each such occurrence. You also agree to make the usage payments called for hereunder based on our image estimate, subject to those amounts being adjusted or credited on the next invoice after we receive an actual meter reading (and subject to the Baseline Usage calculation that follows). You agree that our pricing, as reflected in this Agreement, for the services, supplies and maintenance we provide you, is premised on your continued and relatively consistent use of the Equipment under the terms of this Agreement for the full minimum term of the Agreement. The average actual monthly number of images (black and white and, separately, color) that you make using the Equipment during the first twelve months of the term of this Agreement shall be your "Baseline Usage Levels" hereunder. If the actual images you make using the Equipment in any month following the first twelve months of the term of this Agreement are less than fifty percent (50%) of your applicable Baseline Usage Level(s), then we may charge you for each such month, after the first twelve months of the term of this Agreement, as though your actual image usage levels for each such month was ninety percent (90%) of your Baseline Usage Level(s). You agree that the Maintenance Charge Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Maintenance Charge Amount and the Excess Per Image Charges (and, at our election, the Maintenance Charge Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge.

4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MISC supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. You may request excess supplies beyond what we determine as necessary under this Agreement and we may provide you such an additional charge. If your use of supplies exceeds the manufacturer's published yield by more than 10%, we may notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, we may charge you for such excess usage. We may charge you a monthly fee per device not to exceed \$5.00 per device, to cover our costs of standard shipping and handling supplies. Standard shipping typically allows for delivery in no more than three business days. Expedited shipping options are available at an additional cost to you. In addition, if you elect, we may charge you a monthly fee per device ("Connectivity Assurance") for providing remote connectivity troubleshooting throughout the term of the Agreement. The services will be limited to remote technical assistance only and shall not include any related necessary hardware or software costs. If we identify the connectivity problem relates to an IT issue that is outside of our control such as a network setting or IT hardware issue, we will work with your IT department to communicate the necessary information. As an alternative to your IT department, our IT technicians may be able to assist you if provided the necessary access rights but any such work will be billable at our hourly rates. Service calls will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. A separate written agreement must be executed if you may require service calls outside of normal business hours. In the absence of a written agreement and in the instance we are able to perform service calls outside of normal business hours, you agree to pay additional charges at our overtime rates.

6. SERVICE REQUEST SCHEDULE. Requests for service under this Agreement will be performed during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m. except holidays. This Agreement's charges do not cover travel and labor time for service calls outside of normal business hours. In the instance any such work is required, the Customer and Access shall execute in advance of such work a written agreement detailing these service terms. In the absence of any such written agreement and in the instance work is performed outside of normal business hours, the Customer shall agree to pay the overtime rates in effect at the time the service call is made. Customer agrees to promptly notify Access Systems of any requests for service by contacting the Access Systems Service Department. During the performance of Access Systems' maintenance services, Customer agrees that Access Systems shall have the right to generate all copies necessary to properly perform its services without being required to credit Customer's account. This Agreement does not include mileage on service calls for Customers outside of Access Systems' normal service area.

7. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software, license renewal fees, or the obligations of you or the licensor under any license agreement. Any software that is included in the equipment purchased shall be subject to and Customer agrees to abide by the terms of the software license issued in connection with the use of such software. Any annual software license renewals and associated labor for renewals or upgrades or labor for troubleshooting software are not included and will be billed separately unless otherwise stated. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason; provided, however, you may elect to pay a monthly fee per device to have us provide you this service ("Secure Data Protection").

8. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

9. JURISDICTION. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE.

10. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

11. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

12. TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. We will not pay any personal property taxes due on the Equipment and thus any such taxes are your responsibility.

13. TERM AND END OF TERM. This Agreement's term is for a period of 60 months. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to cancel this Agreement. You cannot pay off this Agreement prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

14. DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term. We may also use all other legal remedies available to us, including repossessing unused supplies and if you haven't paid the Total Sales Price in full, we may disable or repossess the Equipment and require you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

15. RETURN POLICY. All sales are final ten (10) days from the date the Equipment is delivered to you. Upon your request, we may provide you supplies which may be an additional charge to you pertaining to the equipment under this Agreement. No equipment or related billable supplies sold may be returned without Access Systems' approval or written consent. On returns authorized by us, we will provide you an account credit that must be used within ninety (90) days equal to the purchase price less a twenty-five percent (25%) restocking fee and any shipping costs we incurred. Any return merchandise that is in a non-saleable condition as solely determined by us shall be further deducted from any credit. Returns of merchandise which have not been authorized shall not be accepted and any merchandise so returned shall be the sole responsibility of the Customer.

16. NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date when delivered personally, the next business day after delivery to a nationally recognized overnight delivery service for next business day delivery or one day after mailing if mailed by first class mail, registered or certified, postage prepaid and properly addressed to the parties at the addresses reflected in this Agreement or as either party may designate in writing by notice to the other party in accordance with the provisions of this Agreement.

17. MISCELLANEOUS. We shall not be liable for delays in performance hereunder due to causes beyond our control including, but not limited to, acts of God, fires, strikes, delinquencies of manufacturers or suppliers or acts of war. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supercedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your proper legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if we filled in any blanks above, we did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.



SALES INVOICE

955 SE Olson Dr. Waukeg, IA 50263
 P: 888-464-8770 F: 515-987-6228

Sales Invoice No: SO205928

Date: 12/7/20

Account No: CO170

Bill To: City of Colton
 309 E 4th St
 Colton, SD 57018

Ship To: City of Colton
 309 E 4th St
 Colton, SD 57018

Sales Person	Ordered By	P.O. Number	Ship Method	Payment Terms	Due Date
Sarah Simonsma			OUR TRUCK	Net 30	12/12/20

Remarks

Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
	--Sharp MX-C304W Printer Sharp MX-CS14N 600 Sheet Paper Feed Unit Sharp MX-DS22N High Stand (1 door with storage) eGoldFax Cloud Fax Service Spare Toner for Sharp C250/300/301/303/304 **Black toner for MX-C250/ C300W **Waste Toner Container for MX-C250/ C300W					\$4700.62		\$4,700.62

Please contact us at Billing@AccessSystems.com if you prefer to receive your invoices via email or to sign up for autopay.

Thank you for your business! Contact us for a wide variety of office technology solutions including IT, Print, and Phone.

Subtotal	\$4,700.62
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$211.53
Sales Invoice Total	\$4,912.15



Business Solutions



Proposed Solution

Investment Pricing & Savings

New printer proposal

Quantity	Make	Model	Description
1	Ricoh	IM C2510	IM C2510
1	Ricoh	IM C2510	Print Cartridge Cyan IM C2510H / 1 - 163g. Cartridge
1	Ricoh	IM C2510	SP 15-MX Power Filter
1	Ricoh	IM C2510	Print Cartridge Magenta IM C2510H / 1 - 187g. Cartridge
1	Ricoh	IM C2510	Toner Bottle Lock Type M52
1	Ricoh	IM C2510	Print Cartridge Yellow IM C2510H / 1 - 172g. Cartridge
1	Ricoh	IM C2510	Print Cartridge Black IM C2510 / 1 - 240g. Cartridge
1	Ricoh	IM C2510	Cabinet Type A5
			TOTAL BUNDLE PAYMENT \$165.00

Investment & Agreement Details

Monthly

- 63-month term lease investment
- Pricing above includes machine, accessories, all-inclusive service agreement initial supplies, delivery, installation and on-site training
- **Monthly Service Agreement: INCLUDED IN PRICING ABOVE**
- All parts, labor, toner, maintenance, and service are included (excludes paper & staples)
- Includes 1,500 mono pages and 500 color pages monthly (additional pages at \$0.012 for mono and \$0.08 for color)
- Includes print monitoring system to capture print volumes and machine status automatically
- Flexible upgrades as business changes occur
- NO EXTRA FEES ON BILLS, INCLUDING NO EXTRA SURCHARGES FOR DELIVERED SUPPLIES
- City of Colton will receive up to a \$1,500 cash rebate from Ricoh to help offset contract termination with current provider.
- Sharp copier is included as trade.



955 SE Olson Drive Waukee, IA 50263
P: 888-464-8770 F: 515-987-6228

CONTRACT INVOICE

Invoice Number: INV1415011
Invoice Date: 08/04/2023

stop paying tax!

Bill To: City of Colton
309 E 4th St
Colton, SD 57018

Customer: City of Colton
309 E 4th St
Colton, SD 57018

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
CO170	Net 30	09/03/2023	\$ 228.36	\$ 228.36	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CT18352-01	Heather Madison 605-446-3811	\$ 215.03		02/09/2021	
Remarks					

Summary:

Contract base rate charge for the 08/09/2023 to 11/08/2023 billing period	\$108.18
Contract overage charge for the 05/09/2023 to 08/08/2023 overage period	\$91.85 **
Supply Shipping Charge 1-2 Devices	\$15.00
**See overage details below	\$215.03

Detail:

Equipment included under this contract

Sharp/MX-C304W

Number	Serial Number	Base Adj.	Location						
51220	0301321X	\$0.00	City of Colton 309 E 4th St Colton, SD 57018						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B/W Prints	Black and Whit	35,072	39,331		4,259	6,000	0	\$0.009700	\$0.00
Color	Color Copier	10,403	12,103		1,700	600	1,100	\$0.083500	\$91.85 \$91.85

pd
1099

Please contact us at Billing@AccessSystems.com if you prefer to receive your invoices via email or to sign up for autopay.

Thank you for your business! Contact us for a wide variety of office technology solutions including IT, Print, and Phone.

Invoice SubTotal \$215.03
Tax: \$13.33

Invoice Total	\$228.36
Balance Due:	\$228.36

Please note our new remittance address:
PO Box 8366
Des Moines, IA 50301



CONTRACT INVOICE

955 SE Olson Drive Waukee, IA 50263
P: 888-464-8770 F: 515-987-6228

Invoice Number: INV1366369
Invoice Date: 05/03/2023

*get
fav back*

*pd
1039*

Bill To: City of Colton
309 E 4th St
Colton, SD 57018

Customer: City of Colton
309 E 4th St
Colton, SD 57018

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
CO170	Net 30	06/02/2023	\$ 269.83	\$ 269.83	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CT18352-01	Heather Madison 605-446-3811	\$ 253.36		02/09/2021	
Remarks					

Summary:

Contract base rate charge for the 05/09/2023 to 08/08/2023 billing period	\$108.18
Contract overage charge for the 02/09/2023 to 05/08/2023 overage period	\$130.18 **
Supply Shipping Charge 1-2 Devices	\$15.00
**See overage details below	\$253.36

Detail:

Equipment included under this contract

Sharp/MX-C304W

Number	Serial Number	Base Adj.	Location
51220	0301321X	\$0.00	City of Colton 309 E 4th St Colton, SD 57018

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B/W Prints	Black and Whit	29,613	35,072		5,459	6,000	0	\$0.009700	\$0.00
Color	Color Copier	8,244	10,403		2,159	600	1,559	\$0.083500	\$130.18 \$130.18

Please contact us at Billing@AccessSystems.com if you prefer to receive your invoices via email or to sign up for autopay.

Thank you for your business! Contact us for a wide variety of office technology solutions including IT, Print, and Phone.



Invoice SubTotal \$253.36
Tax: \$16.47

Invoice Total	\$269.83
Balance Due:	\$269.83

Please note our new remittance address:
 PO Box 8366
 Des Moines, IA 50301

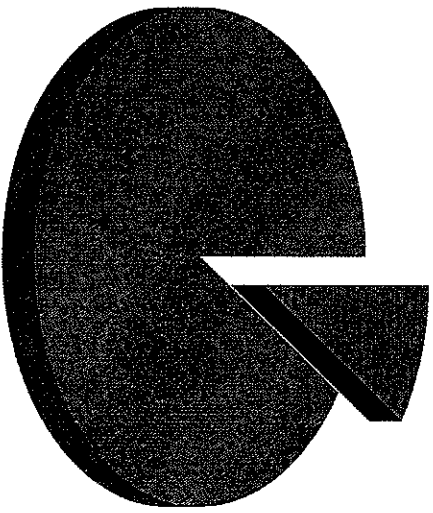
What we previously had

What we have

	 Ricoh IM C2510	 Sharp MX-C304W
Manufacturing Status	Current	Discontinued (06/2022)
First Copy Time	7.4 sec color/5.1 sec black	6.7 sec color/5.5 sec black
Multicopy (Ltr/Lgl/Ldgr)	25 cpm color/25 cpm black	30 cpm color/30 cpm black
Warm-up Time	24 sec	47 sec
Std Paper Source(s)	Dual drawer	Single drawer
Std Paper Capacity	550/550 sheets	250 sheets
Paper Weights	16 to 80 lbs	16 to 28 lbs
Std Paper Capacity (incl bypass)	1,200 sheets	300 sheets
Output Size (Min/Max)	3.5 x 5.8/12.6 x 49.6	5-1/2 x 8-1/2/8-1/2 x 14
System Memory (Std/Max)	2-GB RAM/4-GB RAM	3-GB RAM 500-GB HD
Document Feeder	Std DSPF	Std DSPF
Document Feeder Capacity	220 orig	100 orig
Control Panel	10.1" Color touchscreen	7" color touchscreen
Dimensions (HxWxD)	37.9" x 23.1" x 27.6"	22-1/4" x 19-11/32" x 22-3/8"
SUPPLIES/MAINTENANCE		
Black toner	16,500	6,000
Color toner (Cyan, Yellow, Magenta)	10,500	6,000
Scan Speed (Simplex/Duplex)	150 ipm color, 150 ipm black/300 ipm color, 300 ipm black	70 ipm color, 70 ipm black/110 ipm color, 110 ipm black

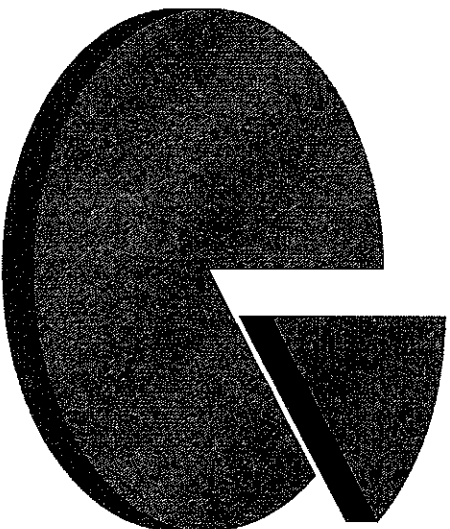
Colton City Hall

Volume by Equipment Type



■	MFP - B & W	175	9.2%
■	MFP - Color	1,737	90.8%
Total:		1,912	100.0%

Cost by Equipment Type



■	MFP - B & W	\$20	14.5%
■	MFP - Color	\$118	85.5%
Total:		\$138	100.0%

One Month



TCO Equipment Summary

Colton City Hall

MFP - B & W

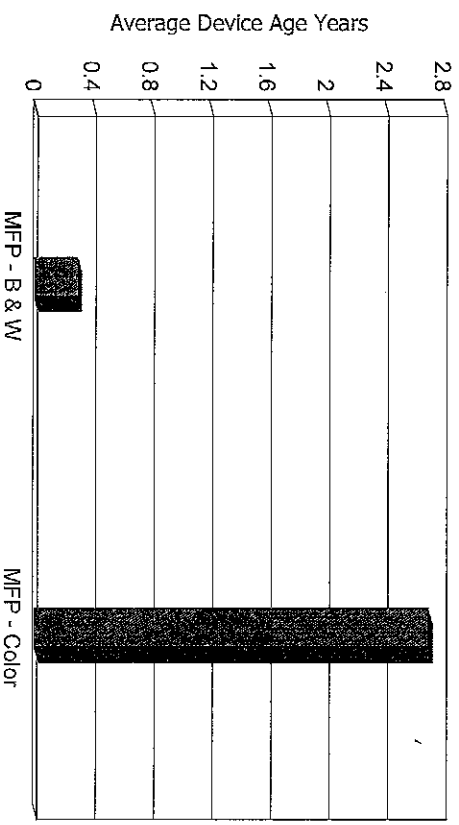
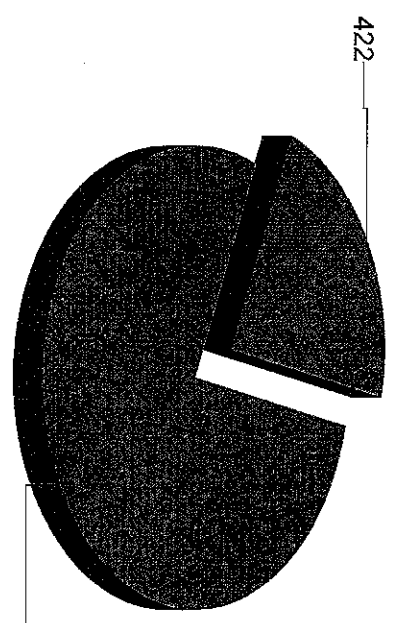
Model	Department	Location	Serial #	Age	Black Volume	Color Volume	Mono CPP	Color CPP	Mono TCO	Color TCO
Brother MFC-L2690DW				0.3	175	0	0.11429	0.00000	\$20.00	\$0.00
Total Units	1			0.3	175	0	0.11429	0.00000	\$20.00	\$0.00

MFP - Color

Model	Department	Location	Serial #	Age	Black Volume	Color Volume	Mono CPP	Color CPP	Mono TCO	Color TCO
Sharp Mx-C304w				2.7	1,315	422	0.05310	0.11410	\$69.82	\$48.15
Total Units	1			2.7	1,315	422	0.05310	0.11410	\$69.82	\$48.15

Colton City Hall

Grand Totals



Grand Totals	Total Units	Age	Black Volume	Color Volume	Mono GPP	Color CPP	Mono TCO	Color TCO	Grand Total for All TCO
	2	1.50	1,490	422	0.06028	0.11410	\$ 89.82	\$ 48.15	\$ 137.97

1 mo of Printing
1 mo of MFD
Cost of Black toner per page
Cost of color toner per page
+ Cost per month
+ Cost per month
Cost per month



Service Support & Security

Monthly Managed Services

Partnership, Customer Service, Local Giving Back

Description	Recurring	Qty	Ext. Recurring
Managed IT Bundle Managed IT <ul style="list-style-type: none"> • PC Help Desk 24/7 <ul style="list-style-type: none"> ○ Up to 5 Devices ○ With Help Desk support, there's no problem we can't solve for you, with trained support techs equipped to resolve any endpoint, networking, security, or BDR issue thrown our way. ○ The Help Desk staff has collectively maintains more than 24+ distinct certifications, including the most essential IT certifications from Microsoft, CompTIA, Cisco, VMware, Linux, Oracle, and Amazon so that you and your staff receive certified support. ○ Updating & Security Patches ○ Our NOC test and deploys the viable and restricts the harmful patches. ○ Includes Phone, Chat, and Email support • 24/7 Server Management <ul style="list-style-type: none"> ○ Server Management ○ 1TB Back-Up Included • Network Monitoring and Management <ul style="list-style-type: none"> ○ Manage Firewalls, Switches, Access Points, etc. • EDR <ul style="list-style-type: none"> ○ Deployed on PC's and Servers ○ <u>24/7/365 SOC</u> ○ Complete response and remediation ○ AI-powered monitoring • Microsoft 365 Business Continuity Bundle <ul style="list-style-type: none"> ○ 3 M365 Business Standard Licenses ○ Advanced <u>Email Threat Protection</u> <ul style="list-style-type: none"> ▪ Automatically guards against phishing, spam, threats, and email compromise ▪ Link Protection ○ Cloud-to-Cloud Backup <ul style="list-style-type: none"> ▪ Maintain regulatory compliance (HIPAA, SOX, GDPR, etc.) ▪ Prevent intentional or unintentional data loss ▪ Automated backup of M365 ○ Advanced Email Encryption <ul style="list-style-type: none"> ▪ Protect sensitive and confidential data Compliant: HIPAA, GLBA, FINRA, and more 	\$963.45	1	\$963.45

Inclusive - no hidden fees

Outside of contract except¹

future projects

*12 mo contract
90 days to cx*

Verbal quote for 3 year Sonic Firewall approx \$1,400.00 x 3 = \$4,200.00

Monthly



Main: 605-335-8520

Email: derek.colace@abbusiness.com

Web: www.abbusiness.com

Colton City Hall - Managed IT

A&B Information:

A&B #: 000595

Version: 1

Delivery Date: 11/08/2023

Expiration Date: 11/30/2023

Prepared for:

Colton City Hall

309 E 4th St

P.O. Box 66

Colton, SD 57018

Mikayla Fraser

(605) 446-3811

financeoffice@cityofcoltonsd.com

Prepared by:

A&B IT Solutions

Derek Colace

605-370-9184

Fax 605-335-8942

derek.colace@abbusiness.com



A&B Summary

Description	Amount
Services	\$300.00
Total:	\$300.00

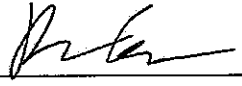
Monthly Expenses Summary

Description	Amount
Monthly Managed Services	\$963.45
Monthly Total:	\$963.45

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

A&B IT Solutions

Colton City Hall

Signature: 

Name: Derek Colace

Title: Managed IT Consultant

Date: 11/08/2023

Signature: _____

Name: Mikayla Fraser

Date: _____

- 12 A&B makes no guarantee as to system uptime, nor can A&B predict all failures or events that may impact Client systems. A&B is not responsible for lost data.
- 13 The parties agree to not directly solicit the employees of the other for employment, except upon the payment to the other of a fee of \$50,000 by cash or certified check, and neither party shall hire or accept or retain as an employee or independent contractor an employee of the other.
- 14 This Master Agreement shall be governed by the laws of the State of South Dakota and constitutes the entire agreement between A&B and Client with respect to furnishing of services hereunder. No provision of this Master Agreement shall be deemed waived, amended, or modified by either party, unless such waiver, amendment, or modification is in writing signed by the party against whom enforcement is sought.
- 14a No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Master Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 14b Neither Party may assign, transfer, delegate, or subcontract any of its rights or obligations under this Master Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this section shall be null and void. This Master Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
- 15 Each party will keep confidential any financial, statistical, business, technical, copyrighted or confidential or proprietary information of the other party which may be submitted by one party to the other (including the price paid for products and/or services, any discounts, any special payment terms, and any other negotiated terms of this Master Agreement), and each party agrees to keep such information confidential by using the same care and discretion that is used with similar confidential and proprietary information of its own and will further instruct its personnel of their confidential obligations hereunder.
- 16 If any term or provision of this Master Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Master Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 17 This Master Agreement may be signed in counterparts and may be delivered by facsimile or electronic mail, each of which may be deemed an original, and all of which together constitute one and the same agreement.
- 18 Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Master Agreement, including all exhibits, schedules, attachments, and appendices attached to hereto, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the Second Circuit District Court of South Dakota, sitting in Minnehaha County, South Dakota. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and agrees to bring any such action, litigation, or proceeding only in such court.

marco
Intro tech

Chad

Raztech

IT
Tues 10/24/23

SD Public Assurance alliance

per person \$70 for 1/2 hour per chd user per month 3-4 mo laptops
5 work stations
Tools + sock \$30 mo. \$100 per user per month 2 Servers

FD, pool, PW, Finance, Concessions

Proof point Scrubs emails before getting to Microsoft 365

Six weeks ago Microsoft experienced hack - not as secure

business model is for us to pay Microsoft directly not through
the IT provider

Elbow

reseller for Microsoft we would pay through them

Email Security, End point Security, detection, DNS filtering, ^{CySCO}

Security Assessments for internal vulnerability

manage critical updates

manage network equipment - Sonic wall firewall - instead of

current Fortinet Forticare



Raztech LLC

7608 W Legacy St
 Sioux Falls South Dakota 57106
 Website: <http://raztechsd.com>

Quote

Date	Expiry Date	Quote #
10/23/2023	01/31/2024	Quote_1338

Quote To:
Colton, City of 309 E 4th St Colton, SD 57018

Attention:
Mikayla Fraser 605-446-3811 financeoffice@cityofcoltonsd.com

Name	Description	Quantity	Unit Price	Total
MIT Enterprise Service	- Network Operations Center Costs, includes management agent, patching, anti-virus software, custom end point maintenance, managed SOC - Per user fee, this included end user support during standard business hours (M-F, 8am-5pm)	3.50	100.00	350.00
ProofPoint - Business	Email security application...monthly recurring fee Security services for email including: AV, spam filtering, content filtering, data loss prevention, attachment defense	3.00	2.75	8.25
Acronis Agent - Physical Server	Acronis Cyber Protect Physical Server Agent	1.00	37.00	37.00
Acronis Cloud Storage	Acronis Cyber Protect Cloud Storage - 250GB	250.00	0.10	25.00

Microsoft Office products approx \$70 mo +

Total:	420.25
Tax Value:	0.00
Grand Total:	420.25

490.25

Accepted By (Printed Name):

Signature:

Date:



Summary:

Quote for reoccurring monthly service on the following:

- MIT Support for 3.5 users, 5 Workstations, 2 servers and 3 networking devices
- Proofpoint Essentials Business for 3 users
- Acronis Backup solutions for up to 250 GB local and cloud

**Quote approval is dependent on signing of Managed Services Agreement with Raztech LLC.

Terms and Conditions:

Alterations or deviations from these specifications will be executed only upon written orders and may be subject to additional charges. A 25% handling and restocking charge will be assessed on orders cancelled by purchaser prior to installation. Right to possession of all equipment will remain with Raztech LLC until full payment has been received. There will be a finance charge of 1.75% per month (annual Percentage Rate 21%) on all accounts 20 days past due. If any action is brought by Raztech LLC to enforce its rights hereunder, purchaser agrees to pay all reasonable attorney fees, court costs, and collection fees. Raztech LLC will not be held liable for delays in installation due to natural disasters, shipping delays, or other circumstances beyond their control.

Direct Technologies LLC
 2425 S Shirley Ave
 Ste 101
 Sioux Falls, SD 57106
 (866) 583-3377



Date	Invoice
12/18/2020	DT16208

Bill To:
Colton, City of Attn: Heather Madison 309 E 4th St Colton, SD 57018 United States

Work Site
Colton, City of Attn: Heather Madison 309 E 4th St Colton, SD 57018 United States

Terms	Due Date	PO Number	Reference
Net 30 days	01/17/2021	cityofcoltonsd@gmail.com	

Project Name	City of Colton Upgrades		
Contact Name	Heather Madison		
Other Charges	Quantity	Price	Amount
Billable Other Charges			
Refurbished HP Proliant DL380 G9 Serial Number(s): USE540XS42	1.00	\$1,897.50	\$1,897.50 ✓
Samsung Chromebook 4+ 15.6 Inch Serial Number(s): 3VPC9FDN901810, 3VPC9FGN806437, 3VPC9FGN806501, 3VPC9FGN804269, 3VPC9FGN804420, 3VPC9FGN804492, 3VPC9FDN901450	7.00	\$423.00	\$2,961.00
Refurbished Cisco 3750 48 Port POE Switch Serial Number(s): FDO1544P1MS	1.00	\$402.50	\$402.50 ✓
Misc Cables	1.00	\$575.00	\$575.00 ✓
Laptop for finance officer Serial Number(s): 5CG016F4RQ	1.00	\$1,552.50	\$1,552.50 ✓
UAP-AC-PRO(US) Access Point Serial Number(s): 74ACB9CC264C	1.00	\$155.82	\$155.82 ✓
UAP-AC-M-PRO(US) Outdoor Access Point Serial Number(s): E063DAB3A048, E063DAB3A20F	2.00	\$196.83	\$393.66 ✓
2U Vertical Wall Mount Rack	1.00	\$86.25	\$86.25 ✓
SMART2200RMXL2U 2200 VA UPS Serial Number(s): 3024PYOSM820800416	1.00	\$967.50	\$967.50 ✓
WEBCARDLX UPS MANAGEMENT CARD Serial Number(s): 3030HVOACD01223	1.00	\$274.85	\$274.85 ✓
2-9USTAND UPS Floor Stand	1.00	\$63.01	\$63.01 ✓
FG-60F-BDL-811-36 60F Firewall Serial Number(s): FGT60FTK20049833, FGT60FTK20048773, FGT60FTK20049404	3.00	\$1,698.40	\$5,095.20 ✓
P73-07788x5C Server 2019 16 Core	1.00	\$862.49	\$862.49 ✓
6VC-03748 Remote Desktop Services User Cal	3.00	\$158.75	\$476.25 ✓
SanDisk 16GB Ultra USB 3.0 Flash Drive - SDCZ48-016G-GAM46 Serial Number(s): 01	1.00	\$10.00	\$10.00
Ultra Slim Docking Station Serial Number(s): 5CG622W1RX	1.00	\$57.00	\$57.00

2020



FORTINET FORTICARE RENEWALS

Quote #: 005062

Prepared For
Colton, City of
Seth Sando
309 E 4th St
Colton, SD 57018

Prepared By
Direct Technologies
Ryan Grewe
2320 W. 54TH St. N
Sioux Falls, SD 57107-0867

Date Issued:
10/27/2023
Expires:
11/10/2023



P: (605) 446-3811
E: FinanceOffice@cityofcoltonsd.com

P: 866-583-3377
E: Ryan.Grewe@directtechnologies.com

View and Download Your Quote

This quote has not been approved. Please review the terms, and sign below.

Review Your Options

Your Available Options

3 year renewal

Hardware	Price	Qty
FORTINET CO-TERM LICENSE RENEWAL POOL	\$2,266.65	1
FORTINET CO-TERM LICENSE RENEWAL FIRE	\$2,266.65	1
FORTINET CO-TERM LICENSE RENEWAL MAIN	\$2,266.65	1
		Subtotal

2023

\$6,799.95

Quote Summary

Hardware Subtotal

Subtotal

Total Amount

UPDATE OPTIONS

Approval

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

I accept the above conditions

E-Signature

Your Initials:

Your Email Address:

Purchase Order Number:

Sign Here:

*2020
Our cost
was*

*3 @ \$1698.40 =
\$5,095.20*

*2023 markup \$1,704.75 no explanation
for increased cost*

Clear Signature

Please fill out the required fields above and check 'I accept the above conditions'

ACCEPT ORDER

*Per internet search
avg cost for 3 year
renewal of this*

product is \$1,400.00 - \$1,800.00



Quote

Raztech LLC
 7608 W Legacy St
 Sioux Falls South Dakota 57106
 Website: <http://raztechsd.com>

Date	Expiry Date	Quote #
11/08/2023	12/31/2023	Quote_1342

3 year firewall

Quote To:
 Colton, City of
 309 E 4th St
 Colton, SD 57018

Attention:
 Mikayla Fraser
 605-446-3811
financeoffice@cityofcoltonsd.com

Name	Description	Quantity	Unit Price	Total
Labor	Configuration and Installation	6.00	140.00	840.00
Meraki Hardware and Licensing	Meraki MX67 with a 3 Year Advanced License - MX67-HW_LIC-MX67-SEC-3YR	3.00	1,512.56	4,537.68

Total:	5,377.68
Tax Value:	0.00
Grand Total:	5,377.68

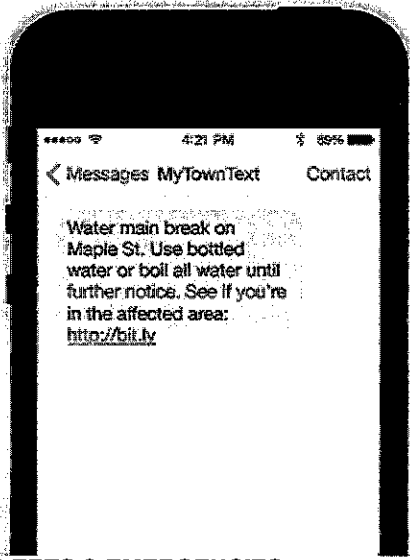
Accepted By (Printed Name):

Signature:

Date:

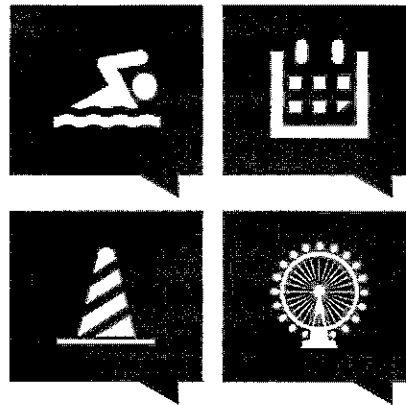
Summary:
 3 x Meraki MX67 w/3 Year Advanced Security
 - City Hall
 - Pool
 - Fire Department
 Configuration and Installation for all 3 locations

Terms and Conditions:
 Alterations or deviations from these specifications will be executed only upon written orders and may be subject to additional charges. A 25% handling and restocking charge will be assessed on orders cancelled by purchaser prior to installation. Right to possession of all equipment will remain with Raztech LLC until full payment has been received. There will be a finance charge of 1.75% per month (annual Percentage Rate 21%) on all accounts 20 days past due. If any action is brought by Raztech LLC to enforce its rights hereunder, purchaser agrees to pay all reasonable attorney fees, court costs, and collection fees. Raztech LLC will not be held liable for delays in installation due to natural disasters, shipping delays, or other circumstances beyond their control.



ALERTS & EMERGENCIES

Keep your community aware of snow removal, road construction updates, and emergencies in an instant with your MyTownText program.



COMMUNITY UPDATES

Connect your community to local events, town celebrations, pool closings, county fair happenings, and more! The MyTownText program allows you to add as many alert groups as you want. Create one for all local updates or make separate groups for special events.

Community Buy-In

A tool is only as useful as you make it! You will have to let your community know about MyTownText so they can sign up. Be sure to let them know that anyone with a cell phone can opt-in to a group in a matter of seconds. You can tell them by:

- Placing notices or ads in your local newspaper
- Give local business and churches posters to display
- Print cards (business card size) to hand out around town
- Give restaurants or businesses with counters a table tent to display
- Print information on Frisbees or bouncy balls and hand them out at a parade or town event
- Insert a bill flyer in gas or water invoices
- Have a booth at a fair or town celebration - you could even give away a prize to those who sign up
- Add them to town T-shirts

Current texting

Service

billed under the company name

Udrive



Community Buy-In

Pricing

Get a Sponsor

FAQ

Contact



LIMITLESS

Unlimited keyword groups & contacts for organizing your messages and users.



SIMPLE & EASY

Schedule texts in advance and then forget about them. Let MyTownText take care of the rest.



HASSLE FREE

No contracts, DNA tests or FBI investigations. Cancel at any time.



CONVENIENT

Manage from your smartphone, tablet, or computer, from virtually anywhere



INTUITIVE

2-way Communication. Respond in individual messages for additional clarification.



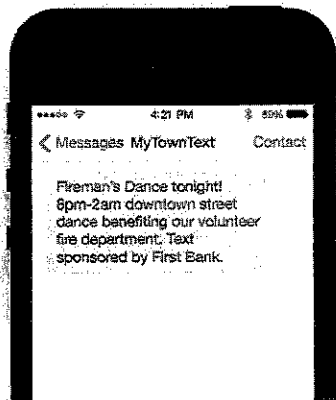
CONNECTED

Connection to your social media to keep your friends and followers updated.

Pricing

MyTownText is a ~~monthly service~~ that allows you to instantly send texts to subscribed users. There are ~~no set-up fees, annual contracts, or hidden fees~~. Our pricing is straightforward

\$50/MONTH
\$0.04/TEXT SENT OR RECEIVED



Get a Sponsor

Help pay for your texting service by enlisting community leaders to sponsor your MyTownText program. Local newspapers, electric cooperatives, rural water cooperatives, banks, or health clinics make great sponsors!

Frequently Asked Questions

What phone number do users subscribe to?

What are keywords?



log in (<https://app.mytowntext.com/>)

Keywords allow your community to join different groups of messages. You can have a group for agencies and one for community events. There is no limit to the number of keywords you can have per number like other text companies.

How does 2-way communication work?

Users can reply to a text you've sent to a group of users. The reply only is seen by you. You can respond to the reply within the program.

Does it cost a subscriber anything?

Standard text message rates apply for subscribers. This includes when they subscribe to a group or if they reply to a text you've sent to your group.

Testimonials



MyTownText has been a great tool for communicating timely information.

MIKE HUETHER | MAYOR OF SIOUX FALLS, SD



Contact Us

We want to meet with you! Contact us today and we'll set you up with a free demo to see how easy MyTownText is to use.

UDRIVE TECHNOLOGY

[605-444-6747](tel:605-444-6747)

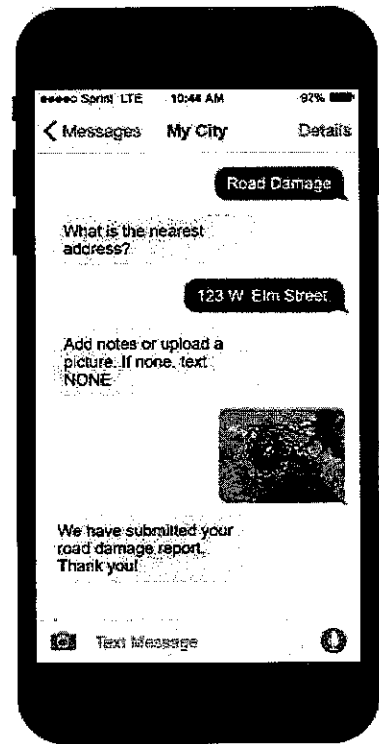
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Supported and maintained by U Drive Technology
(<https://udrivetechnology.com/>)



TextMyGov
 P.O. Box 3784
 Logan, Utah 84323
 435-787-7222

Partnership Proposal



Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.*

TextMyGov Solutions: Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

TextMyGov

Get Fast Assistance

Text the Town of Amsterdam

Skip a phone call and use your mobile phone's text messaging service to find information and report issues on the go.

Town of Amsterdam
518.620.5899

Code

Elections

Pothole

Forms

Dogs at Large

Zoning

Streetlight

Genealogical request

Access Information

You can send a text message to the town using simple keywords to find information such as: **ASSESSORS, BIRTH CERTIFICATE, DOG LICENSE, ELECTIONS, FORMS, JUSTICE COURT.**

Report Issues

Easily report an issue to the town by texting **REPORT** or an issue specific keyword such as: **POTHOLE, CODE, LOOSE DOG, STRAY, DOGS AT LARGE, ABANDONED, ABUSED, STREETLIGHT.**

24/7 Texting Service

Smart texting technology identifies keywords texted in to provide immediate assistance. It can relay information back to you or guide you through a few steps to complete a report.

Get Started

Text **HI** to the Town of Amsterdam
at: **518.620.5899**

Save our number to your phone and text **HI** anytime you need it.

Msg & Data rates apply. View terms and privacy policy info at: textmygov.com/opt-in-terms-conditions

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
Colton
PO Box 66, 309 E. 4th Street,
Colton, SD 57018
Seth Sando

Prepared by:
Kyle Gardiner
Account Executive
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: <ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 25,000 Text Messages per year 	\$3,000 2022	Annual
Implementation/Setup Fee	\$1,500	One Time
Total (First Year):	\$4,500	First Year
Total (Ongoing):	\$3,000	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put TextMyGov widget on the Agency's Web Home page.
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

SUBSCRIPTION COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM of ~~Two Years~~. The agreement is set to be automatically renewed after the initial term has finished. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms HYPERLINK "http://www.textmygov.com/terms"

Package	Price	Billing
TextMyGov: <ul style="list-style-type: none"> TextMyGov web-based software Local phone number Short code number (outgoing messages) Unlimited users & departments Unlimited support for every user 10 GB manage online data storage 25,000 Text messages per year 	\$2,000	Annual
Implementation/Setup Fee	\$1,000	One Time
First year total	\$3,000	Year one
Total recurring	\$2,000	Annual

Terms

- This is a Two-Year Term.
- After the initial Two-Years , the agreement will revert to year-to-year
- Cancellation requires a 60-day written notice
- Customer is required to put TextMyGov widget on agency's website
- This proposal is valid for 30 days
- Customer is required to provide a copy of W-9

Employee's Withholding Certificate

OMB No. 1545-0074

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.
 Give Form W-4 to your employer.
 Your withholding is subject to review by the IRS.

2023

Step 1: Enter Personal Information	(a) First name and middle initial	Last name	(b) Social security number
	Address		Does your name match the name on your social security card? If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to www.ssa.gov .
	City or town, state, and ZIP code		
	(c) <input type="checkbox"/> Single or Married filing separately <input type="checkbox"/> Married filing jointly or Qualifying surviving spouse <input type="checkbox"/> Head of household (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.)		

Complete Steps 2-4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information on each step, who can claim exemption from withholding, other details, and privacy.

Step 2: Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Multiple Jobs or Spouse Works

Do only one of the following.

(a) Reserved for future use.

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below; or

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is generally more accurate than (b) if pay at the lower paying job is more than half of the pay at the higher paying job. Otherwise, (b) is more accurate

TIP: If you have self-employment income, see page 2.

Complete Steps 3-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)

Step 3: Claim Dependent and Other Credits	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
	Multiply the number of qualifying children under age 17 by \$2,000 \$ _____		
	Multiply the number of other dependents by \$500 \$ _____		
	Add the amounts above for qualifying children and other dependents. You may add to this the amount of any other credits. Enter the total here	3	\$ _____
Step 4 (optional): Other Adjustments	(a) Other income (not from jobs). If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income	4(a)	\$ _____
	(b) Deductions. If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$ _____
	(c) Extra withholding. Enter any additional tax you want withheld each pay period	4(c)	\$ _____

Step 5: Sign Here	Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete.		
	Employee's signature (This form is not valid unless you sign it.)		Date
Employers Only	Employer's name and address	First date of employment	Employer identification number (EIN)

General Instructions

Section references are to the Internal Revenue Code.

Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to www.irs.gov/FormW4.

Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505, Tax Withholding and Estimated Tax.

Exemption from withholding. You may claim exemption from withholding for 2023 if you meet both of the following conditions: you had no federal income tax liability in 2022 and you expect to have no federal income tax liability in 2023. You had no federal income tax liability in 2022 if (1) your total tax on line 24 on your 2022 Form 1040 or 1040-SR is zero (or less than the sum of lines 27, 28, and 29), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2023 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1(a), 1(b), and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 15, 2024.

Your privacy. If you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c).

Self-employment. Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay income and self-employment taxes through withholding from your wages, you should enter the self-employment income on Step 4(a). Then compute your self-employment tax, divide that tax by the number of pay periods remaining in the year, and include that resulting amount per pay period on Step 4(c). You can also add half of the annual amount of self-employment tax to Step 4(b) as a deduction. To calculate self-employment tax, you generally multiply the self-employment income by 14.13% (this rate is a quick way to figure your self-employment tax and equals the sum of the 12.4% social security tax and the 2.9% Medicare tax multiplied by 0.9235). See Pub. 505 for more information, especially if the sum of self-employment income multiplied by 0.9235 and wages exceeds \$160,200 for a given individual.

Nonresident alien. If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

Specific Instructions

Step 1(c). Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

Step 2. Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

If you (and your spouse) have a total of only two jobs, you may check the box in option (c). The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



Multiple jobs. Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

Step 3. This step provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 501, Dependents, Standard Deduction, and Filing Information. You can also include **other tax credits** for which you are eligible in this step, such as the foreign tax credit and the education tax credits. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

Step 4 (optional).

Step 4(a). Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

Step 4(b). Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2023 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

Step 4(c). Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job. To be accurate, submit a new Form W-4 for all other jobs if you have not updated your withholding since 2019.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b
c Add the amounts from lines 2a and 2b and enter the result on line 2c
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2023 itemized deductions (from Schedule A (Form 1040)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 7.5% of your income
2 Enter: { \$27,700 if you're married filing jointly or a qualifying surviving spouse; \$20,800 if you're head of household; \$13,850 if you're single or married filing separately }
3 If line 1 is greater than line 2, subtract line 2 from line 1 and enter the result here. If line 2 is greater than line 1, enter "-0-"
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Part II of Schedule 1 (Form 1040)). See Pub. 505 for more information
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

Married Filing Jointly or Qualifying Surviving Spouse

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$0	\$850	\$850	\$1,000	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,020	\$1,870
\$10,000 - 19,999	0	930	1,850	2,000	2,200	2,220	2,220	2,220	2,220	2,220	3,200	4,070
\$20,000 - 29,999	850	1,850	2,920	3,120	3,320	3,340	3,340	3,340	3,340	4,320	5,320	6,190
\$30,000 - 39,999	850	2,000	3,120	3,320	3,520	3,540	3,540	3,540	4,520	5,520	6,520	7,390
\$40,000 - 49,999	1,000	2,200	3,320	3,520	3,720	3,740	3,740	4,720	5,720	6,720	7,720	8,590
\$50,000 - 59,999	1,020	2,220	3,340	3,540	3,740	3,760	4,750	5,750	6,750	7,750	8,750	9,610
\$60,000 - 69,999	1,020	2,220	3,340	3,540	3,740	4,750	5,750	6,750	7,750	8,750	9,750	10,610
\$70,000 - 79,999	1,020	2,220	3,340	3,540	4,720	5,750	6,750	7,750	8,750	9,750	10,750	11,610
\$80,000 - 99,999	1,020	2,220	4,170	5,370	6,570	7,600	8,600	9,600	10,600	11,600	12,600	13,460
\$100,000 - 149,999	1,870	4,070	6,190	7,390	8,590	9,610	10,610	11,660	12,860	14,060	15,260	16,330
\$150,000 - 239,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$240,000 - 259,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	17,850
\$260,000 - 279,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,580	16,780	18,140
\$280,000 - 299,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,180	14,380	15,870	17,870	19,740
\$300,000 - 319,999	2,040	4,440	6,760	8,160	9,560	10,780	11,980	13,470	15,470	17,470	19,470	21,340
\$320,000 - 364,999	2,040	4,440	6,760	8,550	10,750	12,770	14,770	16,770	18,770	20,770	22,770	24,640
\$365,000 - 524,999	2,970	6,470	9,890	12,390	14,890	17,220	19,520	21,820	24,120	26,420	28,720	30,880
\$525,000 and over	3,140	6,840	10,460	13,160	15,860	18,390	20,890	23,390	25,890	28,390	30,890	33,250

Single or Married Filing Separately

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$310	\$890	\$1,020	\$1,020	\$1,020	\$1,860	\$1,870	\$1,870	\$1,870	\$1,870	\$2,030	\$2,040
\$10,000 - 19,999	890	1,630	1,750	1,750	2,600	3,600	3,600	3,600	3,600	3,600	3,760	3,970
\$20,000 - 29,999	1,020	1,750	1,880	2,720	3,720	4,720	4,730	4,730	4,890	5,090	5,290	5,300
\$30,000 - 39,999	1,020	1,750	2,720	3,720	4,720	5,720	5,730	5,890	6,090	6,290	6,490	6,500
\$40,000 - 59,999	1,710	3,450	4,570	5,570	6,570	7,700	7,910	8,110	8,310	8,510	8,710	8,720
\$60,000 - 79,999	1,870	3,600	4,730	5,860	7,060	8,260	8,460	8,660	8,860	9,060	9,260	9,280
\$80,000 - 99,999	1,870	3,730	5,060	6,260	7,460	8,660	8,860	9,060	9,260	9,460	10,430	11,240
\$100,000 - 124,999	2,040	3,970	5,300	6,500	7,700	8,900	9,110	9,610	10,610	11,610	12,610	13,430
\$125,000 - 149,999	2,040	3,970	5,300	6,500	7,700	9,610	10,610	11,610	12,610	13,610	14,900	16,020
\$150,000 - 174,999	2,040	3,970	5,610	7,610	9,610	11,610	12,610	13,750	15,050	16,350	17,650	18,770
\$175,000 - 199,999	2,720	5,450	7,580	9,580	11,580	13,870	15,180	16,480	17,780	19,080	20,380	21,490
\$200,000 - 249,999	2,900	5,930	8,360	10,660	12,960	15,260	16,570	17,870	19,170	20,470	21,770	22,880
\$250,000 - 399,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$400,000 - 449,999	2,970	6,010	8,440	10,740	13,040	15,340	16,640	17,940	19,240	20,540	21,840	22,960
\$450,000 and over	3,140	6,380	9,010	11,510	14,010	16,510	18,010	19,510	21,010	22,510	24,010	25,330

Head of Household

Higher Paying Job Annual Taxable Wage & Salary	Lower Paying Job Annual Taxable Wage & Salary											
	\$0 - 9,999	\$10,000 - 19,999	\$20,000 - 29,999	\$30,000 - 39,999	\$40,000 - 49,999	\$50,000 - 59,999	\$60,000 - 69,999	\$70,000 - 79,999	\$80,000 - 89,999	\$90,000 - 99,999	\$100,000 - 109,999	\$110,000 - 120,000
\$0 - 9,999	\$0	\$620	\$860	\$1,020	\$1,020	\$1,020	\$1,020	\$1,650	\$1,870	\$1,870	\$1,890	\$2,040
\$10,000 - 19,999	620	1,630	2,060	2,220	2,220	2,220	2,850	3,850	4,070	4,090	4,290	4,440
\$20,000 - 29,999	860	2,060	2,490	2,650	2,650	3,280	4,280	5,280	5,520	5,720	5,920	6,070
\$30,000 - 39,999	1,020	2,220	2,650	2,810	3,440	4,440	5,440	6,460	6,880	7,080	7,280	7,430
\$40,000 - 59,999	1,020	2,220	3,130	4,290	5,290	6,290	7,480	8,680	9,100	9,300	9,500	9,650
\$60,000 - 79,999	1,500	3,700	5,130	6,290	7,480	8,680	9,880	11,080	11,500	11,700	11,900	12,050
\$80,000 - 99,999	1,870	4,070	5,690	7,050	8,250	9,450	10,650	11,850	12,260	12,460	12,870	13,820
\$100,000 - 124,999	2,040	4,440	6,070	7,430	8,630	9,830	11,030	12,230	13,190	14,190	15,190	16,150
\$125,000 - 149,999	2,040	4,440	6,070	7,430	8,630	9,980	11,980	13,980	15,190	16,190	17,270	18,530
\$150,000 - 174,999	2,040	4,440	6,070	7,980	9,980	11,980	13,980	15,980	17,420	18,720	20,020	21,280
\$175,000 - 199,999	2,190	5,390	7,820	9,980	11,980	14,060	16,360	18,660	20,170	21,470	22,770	24,030
\$200,000 - 249,999	2,720	6,190	8,920	11,380	13,680	15,980	18,280	20,580	22,090	23,390	24,690	25,950
\$250,000 - 449,999	2,970	6,470	9,200	11,660	13,960	16,260	18,560	20,860	22,380	23,680	24,980	26,230
\$450,000 and over	3,140	6,840	9,770	12,430	14,930	17,430	19,930	22,430	24,150	25,650	27,150	28,600

RESOLUTION NO. #11 2023

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AUTHORIZED REPRESENTATIVES TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Colton (the "City") has determined it is necessary to proceed with improvements to the 4th Street sewer infrastructure, including but not limited to the 4th Street Utilities Improvements (the "Project"); and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$400,000 to the Board for the Project.
2. The Mayor and Council President are hereby authorized to execute the Application and submit it to the Board, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor and Council President are hereby designated as authorized representatives of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at Colton, South Dakota, this 13th day of November 2023.

APPROVED:

Trevor Bunde, Mayor
City of Colton

(Seal)

Attest: _____
Mikayla Fraser, Finance Officer
City of Colton

RESOLUTION NO. #10 2023

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AUTHORIZED REPRESENTATIVES TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS, the City of Colton (the "City") has determined it is necessary to proceed with improvements to the 4th Street water infrastructure, including but not limited to the 4th Street Utilities Improvements (the "Project"); and

WHEREAS, the City has determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Board of Water and Natural Resources (the "Board") will be prepared; and

WHEREAS, it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of an Application for financial assistance in an amount not to exceed \$800,000 to the Board for the Project.
2. The Mayor and Council President are hereby authorized to execute the Application and submit it to the Board, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor and Council President are hereby designated as authorized representatives of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Adopted at Colton, South Dakota, this 13th day of November 2023.

APPROVED:

Trevor Bunde, Mayor
City of Colton

(Seal)

Attest: _____
Mikayla Fraser, Finance Officer
City of Colton

Colton City Council Meeting Minutes
Monday, September 11, 2023

The Colton City Council met for the monthly meeting on Monday, September 11th, 2023, at Colton City Hall. Mayor Bunde called the meeting to order at 6:30 p.m. with the following members present for roll call: Hulscher, Foster, Amundson, Evans, and Wochnick. Sando and Pedersen were present for city personnel. Lyon was absent with cause.

Public Time:

Jack Geary, a resident of Colton, proposed an opportunity to access a tree grant from the state of South Dakota. (\$25 per every \$100 spent on trees)

Ken Williams, a resident of Colton, discussed purchasing city property on Cemetery Drive, to the East of his property at 707 E 6th St.

Patricia Jarrott, a resident of Colton, discussed purchasing 20ft of city property, North of her properties at 304/306 S Glenn, to preserve trees she planted.

Department Report:

Fire Department – John Randby Colton Fire Chief presented council with the monthly EMS and Fire calls.

Sheriff's Report – Patrolled for 69.37 hours for the Month of August.

Parks/Recreation – Jerrit Peterson presented council about the broken line in the property to the east of City Hall (Dotcom) had a broken water. In which was connected to City Hall. Peterson asked for approval to make the appropriate repairs to make the lines separate and on their own service. A motion was made by Hulscher and was seconded by Foster. Motion passed with all members voting aye.

Public Works - Jerrit Pedersen updated the council on Hander Plumbing repairs to fix two spots at the pool, he will present the bill to the council once all repairs are final. Peterson presented council the city received a \$1,462 mosquito grant.

City Administrator/Municipal Finance Officer – No items to be addressed.

Claims:

A motion was made by Hulscher to table all claims due to questions on the Minnehaha County Water bills, motion was seconded by Foster. Motion passed with all members voting aye.

Items to be addressed by Council:

- Resolution #9 for the 2023 FEMA – Sophie Johnson presented council about the upcoming application for a Storm Shelter at the park.
- Forestry grant, Sophie Johnson will submit an outline of the forestry grant and proposal to the city of Colton. Johnson explained what the grant could be used for. Wochnick made the motion and

- Colton phases 4 & 5 Sanitary CIPP for pay request #5 for \$162,892.30. A motion was made by Wochnick to approve Banner pay request #5. The motion was seconded by Foster. Motion passed with all members voting aye.
- Public hearing variance for 602 E 6th St, add 38 X 4 cement pad to driveway, abstained Foster, and Wochnick. Evans made the motion to approve Hulscher second with all council voting Aye.
- Public hearing variance for 608 E 5th St to install 10 X 12 shed and fence in the backyard, abstained Foster, and Wochnick. Hulscher made the motion with Amundson seconding, all of council voting Aye.
- Resident inquiries about purchasing city land, Ken Williams, the council declined, citing the potential use of underground water pipes for new housing development, East of Cemetery Drive. Patricia Jerrott, the council declined, due to water and sewer pipes that run underground the property; but have no plans to cut or remove the trees. A motion was made by Joe to deny the sale of city land. The motion was seconded by Tyler. Motion denied with all members voting aye.
- Complaint review for 109 W 5th St was tabled for October's meeting.
- First reading of Ordinance No 1 – FY 2024 – Mayor Bunde presented council with propose 2024 City Budget for the first reading.

Executive Session (SDCL 1-25-2) personnel if needed:

Adjournment:

Amundson moved to adjourn and was seconded by Wochnick. The meeting was then adjourned at 9:30 p.m.

Trevor Bunde

Mayor

City of Colton South Dakota

City of Colton
City Council
Regular monthly meeting
Agenda

Date: 10/17/2023

Time: 7:00 pm

Location: City Hall (309 E 4th St, Colton, SD, 57018)

- 1) Call to order / Roll call
- 2) Open comments [The opportunity for anyone not listed on the agenda to speak to the council, speaking times will be limited to three (3) minutes. No action will be taken on questions or items, not on the agenda.]
 - a) Michele Van Leur requested a status update on a complaint previously submitted for 109 W 5th St. This was tabled from last month's meeting.
- 3) Public hearing(s):
 - a) Public hearing notice for the City's 4th Street Utilities Improvements project
- 4) Reports/Other business:
 - a) Sophie Johnson – SECOG – Grant status update
 - b) Engineering report – Moving to Phase 4 & Phase 5 of water project
 - c) 2024 Law Enforcement Service Contract
 - d) Fire Department
 - e) Sheriff's report
 - f) Utilizing Banyon modules for direct deposit/ACH in payroll and Utility Billing
- 5) Ordinances, resolutions, policies, motions:
 - a) Mikayla Fraser, Finance Officer, Oath of Office
 - b) Mikayla Fraser appointed as the authorized agent for the South Dakota retirement system
 - c) Council to fill out W4's
 - d) Monthly utilities to be set up on monthly autopay
- 6) Approve Agenda
- 7) Approve Meeting minutes – September 28, 2023
- 8) Approve Financials
- 9) Approve Claims
- 10) Adjourn

City of Colton
City Council
Regular meeting minutes
Date: 10/17/2023

- 1) **Call to order / Roll call.** At 7:04 pm the meeting was called to order by Mayor Bunde in the Colton City Hall. Answering roll call were Foster Chas, Evans Tyler, Hulscher Joe, Wochnick Matthew, and Mayor Bunde. Amundson Riley and Lyon Julie were absent with cause. City staff present were Public Works Superintendent Pedersen and City Administrator/Finance Officer Fraser.
- 2) **Open Comments.** Michele Van Leur requested a status update on a complaint previously submitted for 109 W 5th St. This was tabled from last month's meeting. The council agreed to send a letter to the property owner. The council will defer the contents of the letter to the Planning and Zoning Committee.
- 3) **Public Hearing.** Public hearing notice for the City's 4th Street Utilities Improvements project was published in the Minnehaha Messenger on Friday, October 20, 2023.
- 4) **Reports/Other Business.** Public Works Superintendent Pedersen discussed quotes for fall street sweeping, waterline curb stop installation for City Hall, and payment for patchwork done on Main Street by Katzer Concrete. The council tabled this for November's meeting.
- 5) **Ordinances, resolutions, policies, and motions.** Mikayla Fraser swore the Oath of Officer for Finance Officer/City Administrator for the City of Colton. A motion was made by Hulscher and seconded by Foster. Mikayla Fraser was appointed as the authorized agent for the South Dakota Retirement System. A motion was made by Hulscher and seconded by Wochnick. Each member of the council was given a 2023 W4 form to fill out and return to the finance officer at the November 13th meeting. Monthly utilities to be set up on direct debit ACH was tabled with claims until the November 13th meeting.
- 6) **Approve Agenda.** A motion was made by Hulscher to approve the current agenda and seconded by Foster. Discussions included a public time limit per topic to assist with sticking to the agenda and limiting side conversations. Suggestions to have public time at the beginning and end of the meeting and ask our attorney for clarification on verbiage. A public comment sign-up sheet, the agenda, and the packet are to be posted one week prior to the next meeting. Adding a link to the agenda for the next meeting to Facebook, posting on the city's website, and a physical copy next to the utility billing lockbox at City Hall.
- 7) **Approve meeting minutes.** A motion was made by Hulscher to approve the minutes for September 28, 2023. The motion was seconded by Foster. Motion passed with all members voting aye.
- 8) **Approve Claims.** September and October claims were tabled to November 13th, due to the finance officer change at the end of September.
- 9) **Adjourn.** A motion was made by Foster to adjourn and was seconded by Evans. The meeting was adjourned at 9:03 P.M.

Mikayla Fraser
Finance Officer
City of Colton