

City of Colton City Council
Regular Monthly Meeting Agenda
Date: 08/12/2024 Time: 6:30 pm
Colton City Hall 309 E 4th St, Colton, SD, 57018

- 1) Call to order / Roll call:
- 2) Bunde Bunjer Foster Evans Hulscher Lyon Wochnick
 Fraser Pedersen
- 3) Public Time:
 - a. Heather Bunde with Colton Pool Committee turning funds over to the city
- 4) Public hearing(s):
- 5) Reports/Other business:
 - a. Pay Request number 1 from Alliance for phase 4/5 wastewater & storm sewer improvements
 - b. Weston Blasius with Banner Associates Engineering Contract for 4th St Street Roadway and Utility Improvements Project
 - c. 2025 Budget talks city hall roof & land
 - d. YTD Member Splash sales
 - e. Minnehaha Sheriff's hours & monthly log
 - f. Online utility payment option launching in a few weeks
- 6) Quotes:
 - a. City hall roof
- 7) Ordinances, resolutions, policies, motions:
 - a. Approve agenda & minutes from 7/15/2024
 - b. Approve August claims
 - c. Assign president & vice president
- 8) Executive session if needed or Adjourn:



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

August 8, 2024

The Honorable Trevor Bunde
City of Colton
PO BOX 66
Colton, SD 57018

RE: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements

Dear Mr. Bunde:

Alliance Construction, LLC has submitted Pay Request No. 1 for the Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements Project.

This pay request is for work completed through the period of 7/4/2024 to 7/31/2024.

Banner has reviewed the pay request and recommends payment in the amount of \$29,688.94. The balance remaining after Pay Request No. 1 is \$955,848.73.

The payment shall be broken out between funding sources as follows:

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$29,688.94	\$29,688.94
Total	\$29,688.94	\$29,688.94

Please let me know if you have any questions or comments.

Sincerely,

Weston J. Blasius
Banner Associates, Inc.

Cc: City of Colton – MiKayla Fraser, Trevor Bunde, Jerrit Pedersen – Email
DANR – Bailey McTigue – Email
SECOG – Sophie Johnson - Email
Banner Associates – Spencer Gilk – Email
Banner File - F:\23872-00\Construction Phase\6th St Storm\Pay Request\Pay Request No. 1\23872.00_Pay Request No 1.pdf

Contractor's Application for Payment

Owner: <u>City of Colton</u>	Owner's Project No.: _____
Engineer: <u>Banner Associates, Inc</u>	Engineer's Project No.: <u>23872.00</u>
Contractor: <u>Alliance Construction, LLC</u>	Contractor's Project No.: _____
Project: <u>Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements</u>	
Contract: <u>Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements</u>	
Application No.: <u>1</u>	Application Date: <u>8/9/2024</u>
Application Period: From <u>7/4/2024</u> to <u>7/31/2024</u>	

1. Original Contract Price	\$ 985,537.67
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 985,537.67
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 32,987.71
5. Retainage	
a. <u>10%</u> X \$ <u>32,987.71</u> Work Completed	\$ 3,298.77
b. <u>10%</u> X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 3,298.77
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 29,688.94
7. Less previous payments (Line 6 from prior application)	\$ -
8. Amount due this application	\$ 29,688.94
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 955,848.73

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Alliance Construction, LLC

Signature: *Joshua Norton* **Date:** 8/9/2024

Recommended by Engineer	Approved by Owner
By: <u><i>Joshua Norton</i></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>8/9/2024</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Colton	Owner's Project No.:	
Engineer:	Banner Associates, Inc	Engineer's Project No.:	23872.00
Contractor:	Alliance Construction, LLC	Contractor's Project No.:	
Project:	Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		
Contract:	Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		

Application No.: 1 Application Period: From 07/04/24 to 07/31/24 Application Date: 08/09/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
				F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract											
BASE BID - 2nd St Sanitary Sewer											
GENERAL ITEMS											
	Mobilization	1.00	LS	\$29,144.45	\$29,144.45	0.25	\$7,286.11		\$7,286.11	25%	\$21,858.34
	Traffic Control Signs	223.20	SF	\$4.12	\$919.58	223.00	\$918.76		\$918.76	100%	\$0.82
	Traffic Control, Miscellaneous	1.00	LS	\$3,811.00	\$3,811.00	0.50	\$1,905.50		\$1,905.50	50%	\$1,905.50
	Type 2 Barricade	5.00	Each	\$25.75	\$128.75	5.00	\$128.75		\$128.75	100%	\$0.00
	Type 3 Barricade, 6' Double Sided	4.00	Each	\$103.00	\$412.00	4.00	\$412.00		\$412.00	100%	\$0.00
	Type 3 Barricade, 8' Double Sided	18.00	Each	\$103.00	\$1,854.00	18.00	\$1,854.00		\$1,854.00	100%	\$0.00
	Temporary Mailbox	3.00	Each	\$51.50	\$154.50	3.00	\$154.50		\$154.50	100%	\$0.00
	Clearing	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
EROSION CONTROL											
	Placing Contractor Furnished Topsoil	70.00	CY	\$35.55	\$2,488.50	-	\$0.00		\$0.00	0%	\$2,488.50
	Seeding	106.00	LB	\$13.39	\$1,419.34	-	\$0.00		\$0.00	0%	\$1,419.34
	Fertilizing	75.00	LB	\$1.03	\$77.25	-	\$0.00		\$0.00	0%	\$77.25
	Weed Control	834.00	SY	\$0.10	\$83.40	-	\$0.00		\$0.00	0%	\$83.40
	Hydro-Mulching	0.40	Ton	\$2,575.00	\$1,030.00	-	\$0.00		\$0.00	0%	\$1,030.00
	Erosion Control Blanket	54.00	SY	\$4.12	\$222.48	-	\$0.00		\$0.00	0%	\$222.48
	Temporary Vehicle Tracking Control	2.00	Each	\$750.00	\$1,500.00	-	\$0.00		\$0.00	0%	\$1,500.00
	Concrete Washout Area	1.00	Each	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Sweeping	6.00	Hr	\$350.00	\$2,100.00	-	\$0.00		\$0.00	0%	\$2,100.00
	Manhole Construction Plate Marker	1.00	Each	\$150.00	\$150.00	-	\$0.00		\$0.00	0%	\$150.00
REMOVALS											
	Clear and Grub Tree	1.00	Each	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Tree Trimming	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Root Grinding	2.00	Each	\$250.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Remove Concrete Curb and Gutter	794.00	LF	\$6.50	\$5,161.00	794.00	\$5,161.00		\$5,161.00	100%	\$0.00
	Remove Asphalt Concrete Pavement	1,753.00	SY	\$3.70	\$6,486.10	1,753.00	\$6,486.10		\$6,486.10	100%	\$0.00
	Remove Concrete Pavement	82.00	SY	\$23.20	\$1,902.40	82.00	\$1,902.40		\$1,902.40	100%	\$0.00
	Remove Concrete Sidewalk	70.00	SY	\$10.85	\$759.50	-	\$0.00		\$0.00	0%	\$759.50
	Saw Existing Asphalt	169.00	LF	\$3.61	\$610.09	169.00	\$610.09		\$610.09	100%	\$0.00
	Saw Existing Concrete	80.00	LF	\$10.25	\$820.00	80.00	\$820.00		\$820.00	100%	\$0.00
	Salvage Sign for Reset	3.00	Each	\$10.30	\$30.90	3.00	\$30.90		\$30.90	100%	\$0.00
	Salvage Mailbox for Reset	3.00	Each	\$10.30	\$30.90	3.00	\$30.90		\$30.90	100%	\$0.00
TRENCHING, EXCAVATION, BACKFILLING											
	Pipe Foundation Material	150.00	Ton	\$28.90	\$4,335.00	-	\$0.00		\$0.00	0%	\$4,335.00
	Imported Trench Backfill Material	283.00	CY	\$32.40	\$9,169.20	-	\$0.00		\$0.00	0%	\$9,169.20
	Exploratory Excavation	6.00	Hour	\$250.00	\$1,500.00	-	\$0.00		\$0.00	0%	\$1,500.00
	Locate Utility	1.00	Each	\$175.00	\$175.00	-	\$0.00		\$0.00	0%	\$175.00
	Verify Utility	4.00	Each	\$250.00	\$1,000.00	-	\$0.00		\$0.00	0%	\$1,000.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Colton
 Engineer: Banner Associates, Inc
 Contractor: Alliance Construction, LLC
 Project: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements
 Contract: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements

Owner's Project No.:
 Engineer's Project No.: 23872.00
 Contractor's Project No.:

Application No.: 1 Application Period: From 07/04/24 to 07/31/24 Application Date: 08/09/24

A Bid Item No.	B Description	C Contract Information			D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	H Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
GRADING											
	Unclassified Excavation	600.00	CY	\$20.10	\$12,060.00	-	\$0.00		\$0.00	0%	\$12,060.00
	Compaction - Moisture Density Tests	10.00	Each	\$154.50	\$1,545.00	-	\$0.00		\$0.00	0%	\$1,545.00
	Cement Treated Subgrade	18,800.00	SF	\$0.52	\$9,776.00	-	\$0.00		\$0.00	0%	\$9,776.00
	Portland Cement	57.00	Ton	\$295.29	\$16,831.53	-	\$0.00		\$0.00	0%	\$16,831.53
SANITARY SEWER											
	Remove Sanitary Sewer Manhole	1.00	Each	\$250.00	\$250.00	-	\$0.00		\$0.00	0%	\$250.00
	4" Sanitary Sewer Pipe	69.00	LF	\$38.00	\$2,622.00	-	\$0.00		\$0.00	0%	\$2,622.00
	8" Sanitary Sewer Pipe	38.00	LF	\$49.20	\$1,869.60	-	\$0.00		\$0.00	0%	\$1,869.60
	10" Sanitary Sewer Pipe	344.00	LF	\$60.05	\$20,657.20	-	\$0.00		\$0.00	0%	\$20,657.20
	18" PVC Culvert	42.00	LF	\$63.85	\$2,681.70	42.00	\$2,681.70		\$2,681.70	100%	\$0.00
	10"x4" Sanitary Sewer Service Connection	4.00	Each	\$685.70	\$2,742.80	-	\$0.00		\$0.00	0%	\$2,742.80
	48" Dia Sanitary Sewer Manhole	1.00	Each	\$4,510.85	\$4,510.85	-	\$0.00		\$0.00	0%	\$4,510.85
	Additional Vertical Feet Manhole	2.80	VF	\$430.30	\$1,204.84	-	\$0.00		\$0.00	0%	\$1,204.84
	8" Sewer Coupling	2.00	Each	\$138.25	\$276.50	-	\$0.00		\$0.00	0%	\$276.50
	10" Sewer Coupling	1.00	Each	\$164.81	\$164.81	-	\$0.00		\$0.00	0%	\$164.81
	Connect to Existing Sanitary Sewer Pipe	3.00	Each	\$860.00	\$2,580.00	-	\$0.00		\$0.00	0%	\$2,580.00
	Chimney Seal	1.00	Each	\$335.66	\$335.66	-	\$0.00		\$0.00	0%	\$335.66
SURFACING											
	Temporary Gravel Surfacing	100.00	Ton	\$26.05	\$2,605.00	100.00	\$2,605.00		\$2,605.00	100%	\$0.00
	Base Course	1,000.00	Ton	\$27.30	\$27,300.00	-	\$0.00		\$0.00	0%	\$27,300.00
	Geotextile Fabric	50.00	SY	\$7.50	\$375.00	-	\$0.00		\$0.00	0%	\$375.00
	Subbase Foundation Aggregate	50.00	Ton	\$36.90	\$1,845.00	-	\$0.00		\$0.00	0%	\$1,845.00
	4" Asphalt Concrete	1,725.00	SY	\$31.21	\$53,837.25	-	\$0.00		\$0.00	0%	\$53,837.25
	Asphalt Concrete Sampling and Testing	1.00	Each	\$766.32	\$766.32	-	\$0.00		\$0.00	0%	\$766.32
	PCC Approach Pavement, 6" Thick	41.00	SY	\$76.22	\$3,125.02	-	\$0.00		\$0.00	0%	\$3,125.02
	Concrete Fillet Section, 8" Thick	56.00	SY	\$125.66	\$7,036.96	-	\$0.00		\$0.00	0%	\$7,036.96
	Concrete Curb & Gutter	719.00	LF	\$26.78	\$19,254.82	-	\$0.00		\$0.00	0%	\$19,254.82
	Concrete Valley Gutter, 8" Thick	43.00	SY	\$125.66	\$5,403.38	-	\$0.00		\$0.00	0%	\$5,403.38
	4" Concrete Sidewalk	1,018.00	SF	\$9.01	\$9,172.18	-	\$0.00		\$0.00	0%	\$9,172.18
	Concrete Sampling and Testing	5.00	Each	\$309.00	\$1,545.00	-	\$0.00		\$0.00	0%	\$1,545.00
	Type 1 Detectable Warnings	70.00	SF	\$61.80	\$4,326.00	-	\$0.00		\$0.00	0%	\$4,326.00
	Adjust Manhole	1.00	Each	\$999.10	\$999.10	-	\$0.00		\$0.00	0%	\$999.10
SIGNAGE											
	Reset Sign	3.00	Each	\$10.30	\$30.90	-	\$0.00		\$0.00	0%	\$30.90
	Refurbish Single Mailbox	3.00	Each	\$206.00	\$618.00	-	\$0.00		\$0.00	0%	\$618.00
					\$0.00	-	\$0.00		\$0.00	0%	\$0.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Colton	Owner's Project No.:	
Engineer: Banner Associates, Inc	Engineer's Project No.:	23872.00
Contractor: Alliance Construction, LLC	Contractor's Project No.:	
Project: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		
Contract: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		

Application No.: 1 Application Period: From 07/04/24 to 07/31/24 Application Date: 08/09/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		G Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (I / F) (%)	L Balance to Finish (F - J) (\$)
				F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
BID ALTERNATE 1 - 5th St Storm											
GENERAL ITEMS											
	Mobilization	1.00	LS	\$42,405.50	\$42,405.50	-	\$0.00		\$0.00	0%	\$42,405.50
	Traffic Control Signs	250.50	SF	\$4.12	\$1,032.06	-	\$0.00		\$0.00	0%	\$1,032.06
	Traffic Control, Miscellaneous	1.00	LS	\$2,781.00	\$2,781.00	-	\$0.00		\$0.00	0%	\$2,781.00
	Type 3 Barricade, 6' Double Sided	9.00	Each	\$103.00	\$927.00	-	\$0.00		\$0.00	0%	\$927.00
	Type 3 Barricade, 8' Double Sided	33.00	Each	\$103.00	\$3,399.00	-	\$0.00		\$0.00	0%	\$3,399.00
	Clearing	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
EROSION CONTROL											
	Placing Contractor Furnished Topsoil	157.00	CY	\$35.55	\$5,581.35	-	\$0.00		\$0.00	0%	\$5,581.35
	Seeding	297.00	LB	\$13.39	\$3,976.83	-	\$0.00		\$0.00	0%	\$3,976.83
	Fertilizing	212.00	LB	\$1.03	\$218.36	-	\$0.00		\$0.00	0%	\$218.36
	Weed Control	2,346.00	SY	\$0.04	\$93.84	-	\$0.00		\$0.00	0%	\$93.84
	Hydro-Mulching	1.00	Ton	\$1,030.00	\$1,030.00	-	\$0.00		\$0.00	0%	\$1,030.00
	Inlet Sediment Protection	18.00	Each	\$80.34	\$1,446.12	-	\$0.00		\$0.00	0%	\$1,446.12
	Temporary Vehicle Tracking Control	3.00	Each	\$750.00	\$2,250.00	-	\$0.00		\$0.00	0%	\$2,250.00
	Concrete Washout Area	2.00	Each	\$500.00	\$1,000.00	-	\$0.00		\$0.00	0%	\$1,000.00
	Sweeping	12.00	Hr	\$250.00	\$3,000.00	-	\$0.00		\$0.00	0%	\$3,000.00
	Manhole Construction Plate Marker	2.00	Each	\$150.00	\$300.00	-	\$0.00		\$0.00	0%	\$300.00
REMOVALS											
	Tree Trimming	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Remove Concrete Curb and Gutter	1,285.00	LF	\$9.55	\$12,271.75	-	\$0.00		\$0.00	0%	\$12,271.75
	Remove Asphalt Concrete Pavement	2,845.00	SY	\$6.40	\$18,208.00	-	\$0.00		\$0.00	0%	\$18,208.00
	Remove Concrete Pavement	255.00	SY	\$10.05	\$2,562.75	-	\$0.00		\$0.00	0%	\$2,562.75
	Remove Concrete Sidewalk	39.00	SY	\$10.00	\$390.00	-	\$0.00		\$0.00	0%	\$390.00
	Saw Existing Asphalt	1,945.00	LF	\$3.61	\$7,021.45	-	\$0.00		\$0.00	0%	\$7,021.45
	Saw Existing Concrete	143.00	LF	\$10.25	\$1,465.75	-	\$0.00		\$0.00	0%	\$1,465.75
	Salvage Sign for Reset	4.00	Each	\$10.30	\$41.20	-	\$0.00		\$0.00	0%	\$41.20
	Salvage and Reset Cable Fence and Posts	1.00	LS	\$1,500.00	\$1,500.00	-	\$0.00		\$0.00	0%	\$1,500.00
TRENCHING, EXCAVATION, BACKFILLING											
	Pipe Foundation Material	400.00	Ton	\$28.90	\$11,560.00	-	\$0.00		\$0.00	0%	\$11,560.00
	Imported Trench Backfill Material	810.00	CY	\$32.40	\$26,244.00	-	\$0.00		\$0.00	0%	\$26,244.00
	Exploratory Excavation	30.00	Hour	\$250.00	\$7,500.00	-	\$0.00		\$0.00	0%	\$7,500.00
	Locate Utility	1.00	Each	\$150.00	\$150.00	-	\$0.00		\$0.00	0%	\$150.00
	Verify Utility	16.00	Each	\$250.00	\$4,000.00	-	\$0.00		\$0.00	0%	\$4,000.00
GRADING											
	Unclassified Excavation	1,380.00	CY	\$22.50	\$31,050.00	-	\$0.00		\$0.00	0%	\$31,050.00
	Compaction - Moisture Density Tests	23.00	Each	\$154.50	\$3,553.50	-	\$0.00		\$0.00	0%	\$3,553.50
	Cement Treated Subgrade	14,140.00	SF	\$0.60	\$8,484.00	-	\$0.00		\$0.00	0%	\$8,484.00
	Portland Cement	43.00	Ton	\$295.29	\$12,697.47	-	\$0.00		\$0.00	0%	\$12,697.47

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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 Contractor: Alliance Construction, LLC
 Project: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements
 Contract: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements

Owner's Project No.:
 Engineer's Project No.: 23872.00
 Contractor's Project No.:

Application No.: 1 Application Period: From 07/04/24 to 07/31/24 Application Date: 08/09/24

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						H Estimated Quantity Incorporated in the Work	G Value of Work Completed to Date (E X G) (\$)				
STORM SEWER											
	Remove Drop Inlet	3.00	Each	\$300.00	\$900.00	-	\$0.00		\$0.00	0%	\$900.00
	Remove Storm Sewer Pipe	1,199.00	LF	\$6.75	\$8,093.25	-	\$0.00		\$0.00	0%	\$8,093.25
	6" Sewer Cleanout Assembly	1.00	Each	\$647.65	\$647.65	-	\$0.00		\$0.00	0%	\$647.65
	18" RCP Arch Class 3, Furnish	41.00	LF	\$38.00	\$1,558.00	-	\$0.00		\$0.00	0%	\$1,558.00
	18" RCP Arch, Install	41.00	LF	\$34.40	\$1,410.40	-	\$0.00		\$0.00	0%	\$1,410.40
	18" RCP Class 3, Furnish	751.00	LF	\$26.60	\$19,976.60	-	\$0.00		\$0.00	0%	\$19,976.60
	18" RCP, Install	751.00	LF	\$30.50	\$22,905.50	-	\$0.00		\$0.00	0%	\$22,905.50
	24" RCP Class 3, Furnish	1,011.00	LF	\$40.35	\$40,793.85	-	\$0.00		\$0.00	0%	\$40,793.85
	24" RCP, Install	1,011.00	LF	\$46.05	\$46,556.55	-	\$0.00		\$0.00	0%	\$46,556.55
	Connect to Existing Storm Sewer Pipe	5.00	Each	\$500.00	\$2,500.00	-	\$0.00		\$0.00	0%	\$2,500.00
	Storm Sewer Junction Box, Type 1 (4'x4')	2.00	Each	\$3,741.50	\$7,483.00	-	\$0.00		\$0.00	0%	\$7,483.00
	Type B Inlet with Frame and Grate	6.00	Each	\$2,594.05	\$15,564.30	-	\$0.00		\$0.00	0%	\$15,564.30
	Special Type B Inlet with Frame and Grate (4'x4')	5.00	Each	\$3,808.30	\$19,041.50	-	\$0.00		\$0.00	0%	\$19,041.50
	Sioux Falls Drop Inlet (6'X3')	3.00	Each	\$5,583.90	\$16,751.70	-	\$0.00		\$0.00	0%	\$16,751.70
	2" Polystyrene Pipe Insulation	40.00	LF	\$35.00	\$1,400.00	-	\$0.00		\$0.00	0%	\$1,400.00
	Adjust Junction Box	2.00	Each	\$669.50	\$1,339.00	-	\$0.00		\$0.00	0%	\$1,339.00
	Adjust Drop Inlet	11.00	Each	\$669.50	\$7,364.50	-	\$0.00		\$0.00	0%	\$7,364.50
	Sump Drain Line	1.00	Each	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
	Watermain Adjustment	1.00	Each	\$7,567.08	\$7,567.08	-	\$0.00		\$0.00	0%	\$7,567.08
	Sanitary Sewer Service Adjustment	45.00	LF	\$57.00	\$2,565.00	-	\$0.00		\$0.00	0%	\$2,565.00
SURFACING											
	Temporary Gravel Surfacing	150.00	Ton	\$26.05	\$3,907.50	-	\$0.00		\$0.00	0%	\$3,907.50
	Base Course	1,940.00	Ton	\$27.90	\$54,126.00	-	\$0.00		\$0.00	0%	\$54,126.00
	Geotextile Fabric	1,950.00	SY	\$3.90	\$7,605.00	-	\$0.00		\$0.00	0%	\$7,605.00
	Subbase Foundation Aggregate	230.00	Ton	\$36.90	\$8,487.00	-	\$0.00		\$0.00	0%	\$8,487.00
	5" Asphalt Concrete	1,627.00	SY	\$38.83	\$63,176.41	-	\$0.00		\$0.00	0%	\$63,176.41
	4" Asphalt Concrete	1,223.00	SY	\$31.21	\$38,169.83	-	\$0.00		\$0.00	0%	\$38,169.83
	Asphalt Concrete Sampling and Testing	4.00	Each	\$589.16	\$2,356.64	-	\$0.00		\$0.00	0%	\$2,356.64
	Reinforced PCC Approach Pavement, 6" Thick	20.00	SY	\$89.61	\$1,792.20	-	\$0.00		\$0.00	0%	\$1,792.20
	PCC Approach Pavement, 6" Thick	89.00	SY	\$76.22	\$6,783.58	-	\$0.00		\$0.00	0%	\$6,783.58
	Concrete Fillet Section, 8" Thick	95.00	SY	\$125.66	\$11,937.70	-	\$0.00		\$0.00	0%	\$11,937.70
	Concrete Curb & Gutter	1,315.00	LF	\$26.78	\$35,215.70	-	\$0.00		\$0.00	0%	\$35,215.70
	Concrete Valley Gutter, 8" Thick	49.00	SY	\$125.66	\$6,157.34	-	\$0.00		\$0.00	0%	\$6,157.34
	Concrete Sampling and Testing	11.00	Each	\$309.00	\$3,399.00	-	\$0.00		\$0.00	0%	\$3,399.00
SIGNAGE											
	Reset Sign	4.00	Each	\$10.30	\$41.20	-	\$0.00		\$0.00	0%	\$41.20
Original Contract Totals					\$985,537.67		\$32,987.71	\$0.00	\$32,987.71	3%	\$952,549.96

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Colton	Owner's Project No.:	
Engineer:	Banner Associates, Inc	Engineer's Project No.:	23872.00
Contractor:	Alliance Construction, LLC	Contractor's Project No.:	
Project:	Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		
Contract:	Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements		

Application No.:	1	Application Period:	From	07/04/24	to	07/31/24	Application Date:	08/09/24			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Change Orders											
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
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					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
					Change Order Totals		\$0.00		\$0.00		\$0.00
Original Contract and Change Orders											
					Project Totals		\$985,537.67		\$32,987.71		\$952,549.96

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Colton
 Engineer: Banner Associates, Inc
 Contractor: Alliance Construction, LLC
 Project: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements
 Contract: Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements

Owner's Project No.: _____
 Engineer's Project No.: 23872.00
 Contractor's Project No.: _____

Application No.: 1		Application Period: From 07/04/24 to 07/31/24				Application Date: 08/09/24						
A	B	C	D	E	F	Materials Stored			Incorporated in Work		M	
Item No. (Lump Sum Tab or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
						\$ -		\$0.00	\$ -	\$ -	\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
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								\$0.00			\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
								\$0.00			\$0.00	\$0.00
Totals						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
Tel 605.692.6342
Toll Free 855.323.6342
www.bannerassociates.com

August 9, 2024

The Honorable Trevor Bunde
City of Colton
309 E 4th St.
Colton, South Dakota 57018

RE: Agreement Between Owner and Engineer for Professional Services - Engineering Services for 4th Street Roadway and Utility Improvements

Dear Mr. Bunde:

Banner Associates, Inc. ("Banner") is pleased to submit this contract for professional engineering services to complete design and provide construction administration and observation for the 4th Street Roadway and Utility Improvements Project. This project includes engineering design and construction services for full street reconstruction along with water and sanitary sewer utility replacement on approximately 3 blocks. The anticipated improvements are shown in Attachment 1 – "Project Scope Figure". This project is partially funded by the State of South Dakota TAP, CAG and SRF programs. Our proposal includes coordination and completion of the

Banner Associates proposes to provide professional services for an hourly (Not-to-Exceed) fee of **\$230,000.00** plus applicable taxes to complete the Engineering Services outlined in Attachment 2 – "Scope of Services", included in the agreement. Services will be billed at an hourly rate based on the billing rates outlined in Appendix 1, Engineer's Standard Hourly Rates – "Schedule of Labor Rates and Expenses – 2024". This cover letter is followed by the EJCDC Short Form of Agreement Between Owner and Engineer for Professional Services.

If this agreement meets your approval, please sign, and date the agreement and provide an electronic copy to westonb@bannerassociates.com. Please do not hesitate to contact us if you have any questions

Sincerely,

Weston J. Blasius, PE
Project Manager
Banner Associates, Inc.

Enclosures:
Agreement Between Owner and Engineer for Professional Services

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Colton, SD** (Owner) and **Banner Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **4th Street Roadway and Utility Improvements** (Project). A figure showing the project location is included as **Attachment #1**. Engineer's services under this Agreement (Services) are generally identified as [**short description of Engineer's services**].

Owner and Engineer further agree as follows:

Design Engineering and Bidding Services

Topographic Survey for project design and drone imagery
Design Phase to develop plans and specifications
Bidding Phase

Construction Engineering Services

Construction Staking
Construction Observation
Construction Administration
Project Close-out Documentation

The scope of services is further described in **Attachment #2**.

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner

observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period:

- Construction Plans and Specifications Ready for Bid – Completed by February 15, 2025
- Construction Administration Services – Completed by October 2025

A defined schedule of services with completion dates is included as Attachment #3.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

- a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
- b. Engineer's Standard Hourly Rates are attached as **Appendix 1**.
- c. The total compensation for Services and reimbursement of expenses is estimated to be:
 - Design Engineering and Bidding Services* = \$75,000.00
 - Construction Phase Services = \$155,000.00
 - Total Aggregate Limiting Fee = \$230,000.00

This limit will not be exceeded without prior authorization from the Owner.

*This design and bidding services fee assumes that the City of Colton will engage in a work order with the SD DOT for design of the Transportation Alternatives Sidewalk scope of work for \$71,163.00.

- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Appendix 1**.

The following are anticipated services and estimated allowances not included in the limiting fee.

1. Geotechnical Services for Soil Borings, Investigation Report and Construction Services = **\$11,000.00**

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety

at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

Attachment 1, Project Scope Figure

Attachment 2, Scope of Services

Attachment 3, Schedule of Services

This Agreement's Effective Date is **August 12, 2024**.

Owner:

City of Colton
(name of organization)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Name: Trevor Bunde
(typed or printed)

Title: Mayor
(typed or printed)

Address for giving notices:

309 E 4th St
Colton, SD 57108

Designated Representative:

Name: Mikayla Fraser
(typed or printed)

Title: Finance Officer
(typed or printed)

Address:
309 E 4th St
Colton, SD 57108

Phone: 605-340-2052

Email: financeoffice@cityofcoltonsd.com

Engineer:

Banner Associates, Inc.
(name of organization)

By: Pat Carey
(authorized individual's signature)

Date: 8/9/2024
(date signed)

Name: Pat Carey
(typed or printed)

Title: Sr. Vice President
(typed or printed)

Address for giving notices:

409 22nd Avenue South
Brookings, SD 57006

Designated Representative:

Name: Weston Blasius
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
3900 N Northview Ave
Sioux Falls, SD 57107

Phone: _____

Email: westonb@bannerassociates.com

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **August 12, 2024**.

ENGINEER'S STANDARD HOURLY RATES

- A. Standard Hourly Rates:
 - 1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
 - 2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.
- B. Schedule of Hourly Rates:

Schedule of Labor Rates and Expenses

Banner Associates, Inc.

January 2024



Banner Associates, Inc.
 409 22nd Avenue South
 Brookings, SD 57006
 Tel 605.692.6342
 Toll Free 855.323.6342
www.bannerassociates.com

SCHEDULE OF LABOR RATES AND EXPENSES

January 2024

Administrative	\$65.00 to \$185.00/Hour
Surveying/Geomatics	\$75.00 to \$170.00/Hour
Technicians	\$75.00 to \$130.00/Hour
Environmental Scientist.....	\$75.00 to \$175.00/Hour
Staff Engineer	\$95.00 to \$120.00/Hour
Project Engineer	\$110.00 to \$175.00/Hour
Project Manager	\$140.00 to \$275.00/Hour

1. Meals at State Rates.
2. Lodging at actual cost.
3. Reimbursables:

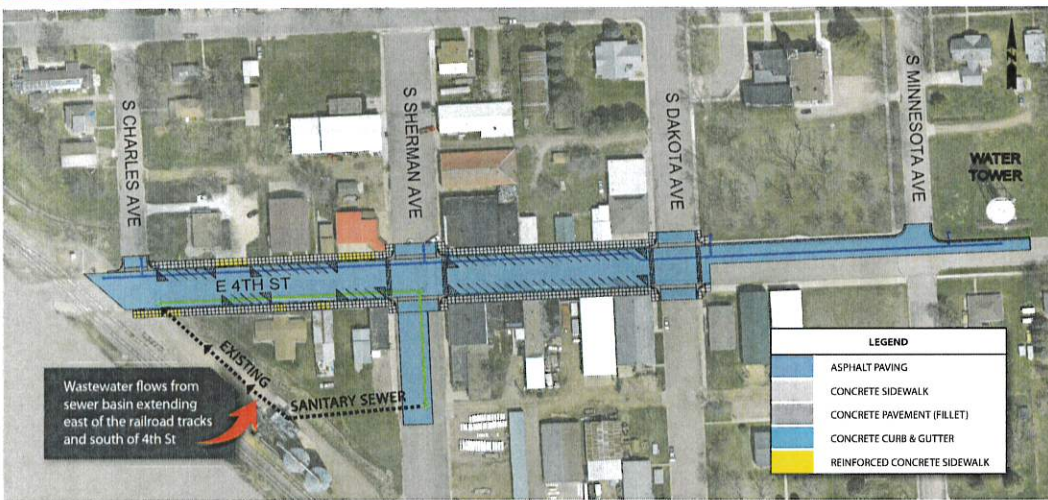
Mileage.....	\$0.73/Mile
Photocopy	0.05/Copy
Black & White 11x17 Laser Prints.....	0.10/Sheet
4. All other direct project expenses at actual cost of materials.

Rates are subject to change annually.



4TH ST UTILITY & ROADWAY IMPROVEMENTS

CITY OF COLTON



PROJECT SCOPE



- Street and utility improvements on E 4th St from S Charles Ave to S Minnesota Ave.
- Replacement of entire street width including sidewalk up to building fronts from S Charles Ave to S Dakota Ave.
- Replacement of water main from S Charles Ave to the water tower east of Minnesota Ave.
- Installation of new sanitary sewer main on Sherman Ave and 4th St to relocate the sanitary sewer within the city right of way.

PROJECT FINANCING

SECURED FUNDING (55% Grant)	
Transportation Alternatives Grant (Sidewalk)	\$600,000
Community Access Grant (Roadway)	\$600,000
Sanitary Sewer - Clean Water Loan	\$323,748
Water Facilities - Drinking Water Loan	\$766,000
TOTAL OF SECURED FUNDING	\$2,289,748

ESTIMATED PROJECT COSTS	
Sidewalk	\$750,000
Roadway	\$930,000
Sanitary Sewer (Surfacing Included in Sidewalk and Roadway Estimate)	\$125,000
Water (Surfacing Included in Sidewalk and Roadway Estimate)	\$345,000
TOTAL ESTIMATED PROJECT COSTS	\$2,150,000

CONTACTS	OWNER	ENGINEER
	City of Colton City Hall 309 E 4th Colton, SD (605) 340-2068	Banner Associates, Inc Weston Blasius, PE 3900 N Northview Ave Sioux Falls, SD (855) 323-0342



ATTACHMENT 2 - SCOPE OF SERVICES

Task No. 1 – Topography/Boundary Survey

- Perform Topography Survey
- Perform Utility Survey
- Gather property information from courthouse
- Survey all found property monuments
- Fly with Drone for Aerial Imagery of Project Extents
- Prepare survey CAD file of existing conditions

Task No. 2 – Preliminary Design

- Project Kickoff
 - Develop conceptual Figures and Information
 - Prepare Kickoff meeting agenda
 - Host Project Kickoff meeting with Owner
 - Prepare and distribute meeting minutes
- Corridor Review
 - Coordinate Geotechnical Services
 - Review Geotechnical Investigation Report and Geotechnical Recommendations
 - Preliminary Drainage Considerations Review
 - Develop Pedestrian Access Plan
 - Develop Business Access Plan
 - Prepare Construction Phasing Layout and Timeline
 - Coordinate with Private Utility Providers
- Design Development
 - Develop Base Roadway Plans
 - Develop Base Utility Plans
 - Determine Drainage Routing and Assess Needs for Storm Water Collection
 - Establish Existing Right-of-way/Boundary
- Roadway Design
 - Prepare Roadway Cross Section Views
 - Prepare Roadway Plan and Profile Sheets
 - Prepare Drainage and Grading Plan
- Utility Design
 - Prepare Sanitary Sewer and Water Pipe Networks for proposed improvements
 - Prepare Sanitary Sewer and Water Plan and Profile Sheets

Task No. 3 – Public Coordination

- Prepare Figures for Proposed Improvements
- Advertise Public Input Meeting
- Host Public Meeting

Task No. 4 – Final Design

- Environmental
 - Complete Final Environmental Review
- Drainage
 - Complete Final Drainage Data
 - Prepare Project Drainage Memo
- Roadway Design
 - Prepare Final Traffic Control Plans
 - Prepare Final Erosion and Sediment Control Plans
 - Prepare Final Removal and Demo Plans
 - Prepare Final Pavement Marking Plans
 - Prepare Final Permanent Signage Plans
 - Prepare Final Surfacing Plans
 - Conduct Final Design Walk Through
- Utility Design
 - Prepare Final Sanitary Sewer and Water Plan and Profile Sheets
 - Identify utility conflicts and coordinate with private utility providers
- Final Plans and Specifications
 - Provide 3 sets of final plans and specifications

Task No. 5 – Bid Letting

- Respond to Project Bid Inquiries
- Prepare Project Bid Addenda
- Attend Bid Opening
- Prepare Bid Tab and Letter of Award

Task No. 6 – Construction Services

- Construction Staking:
 - Check control set for project design and construction
 - Set additional control for contractor and project construction staking
 - Provide construction staking for completion of improvements
- Construction Observation/Resident Project Representative:
 - Complete daily field reports for significant activities performed during construction
 - Coordinate required testing with contractor
 - Regular correspondence with the Owner and Contractor
 - Attend construction progress meetings
 - Observation of work completed to verify general conformance with the construction plans and specifications (This effort is estimated to take 16 weeks of on-site observation at 45 hrs per week)
- Construction Administration:
 - Organize and administer pre-construction meeting
 - Review shop drawings
 - Coordinate on project requests or changes including: RFI's, RFP's, CO's
 - Coordinate with resident project representative on construction progress
 - Coordinate with General Contractor on construction progress
 - Review and approve Contractor Applications for Payment
 - Perform a Substantial Completion walk-through with Owner and prepare a punch list
 - Complete a final walk-through

- Construction Plans of Record
 - Perform As-built survey
 - Provide final project quantities and as constructed markups
 - Deliver one Electronic and four hard copy sets of Construction Plans of Record

The above stated services will be performed to meet the requirements of the SRF program including full time construction observation and completion of engineering contractual SRF documents to comply with funding requirements for reimbursement of eligible project costs.

Items to be Provided by the Owner

It is understood that the Owner will provide the following:

- Attend Owner/Engineer Kickoff Meeting and Design Meetings
- Provide Review and Approval of Layout and Final Conceptual Design
- Assistance with Public and Landowner Coordination

Exclusions

- Storm Sewer Design and Construction Engineering
- Permanent Easement Exhibits
- Platting and Setting Property Corners
- Lighting and Electrical Design
- Geotechnical Investigation and Construction Services
- Landscape or Architecture Design

End of Scope of Services

ATTACHMENT 3 - SCHEDULE OF SERVICES

Banner Associates, Inc. is proposing to complete the scope of services by the following dates:

<u>Project Task</u>	<u>Completion Date</u>
• Topographic Survey	September 1, 2024
• 30% Project Design Meeting	October 1, 2024
• Submit 60% Design for Owner Review	November 15, 2024
• 60% Design Meeting with Owner	December 1, 2024
• Public Meeting	December 15, 2024
• Submit 90% Design for Owner Review	January 15, 2025
• 90% Design Meeting with Owner	February 1, 2025
• Submit Construction Plans for SD DOT and DANR review	February 15, 2025
• Bid Project	April 15, 2025
• Construction Phase	May 2025 – October 2025

- Member Splash
- WP Activity Log
- Member Splash Settings
- New Offline Payment
- Posts
- Events
- Media
- Products
- Forms
- GravityKit
- Pages
- Appearance
- Settings
- Collapse menu

Finances > Sales Summary

Sales Summary

Year to Date *through 8/8/24* ▼ ▼

Date range

Fee Type

Payment Method

APPLY RESET

- Hide Empty Rows
- Show Only Summary Rows
- Include Point of Sale
- Include Active Forms
- Use Batch Dates

EXPORT Columns

Total: \$13,056.85

Item	# Sold	Total Paid	Total Partial	Total Pending	Total Unpaid	Total Sales
Member Splash Products						
Guest Fee	272	\$355.00	\$0.00	\$5.00	\$0.00	\$360.00
House Guest Fee	1	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
Membership Fee	56	\$3,445.00	\$0.00	\$300.00	\$0.00	\$3,745.00
Online Processing Fee	50	\$114.60	\$0.00	\$0.00	\$0.00	\$114.60
Point of Sale Products						
Candy	1,459	\$1,744.75	\$0.00	\$0.00	\$0.00	\$1,744.75
Drinks	1,521	\$1,838.00	\$0.00	\$0.00	\$0.00	\$1,838.00
Food	2,367	\$4,025.50	\$0.00	\$0.00	\$0.00	\$4,025.50
Frozen Snacks	1,134	\$1,204.00	\$0.00	\$0.00	\$0.00	\$1,204.00

Colton Patrol Hours

July 2024

Patrol Hours

Blue Days

BURNS, JASON	9.33
PATTERSON, JOSHUA	1.62

Blue Nights

BARTSCHER, JOSHUA	4.85
BENCOMO, CARLOS	1.00
DANIELSEN, RILEY	0.99
RICCI, KIEL	0.72

Yellow Days

CAVE, JUSTIN	4.91
FEDDERSEN, WAYNE	8.10
MATSON, SPENCER	2.00

Yellow Nights

KAISER, PATRICK	1.00
LARSON, MATTHEW	4.41
TIRREL, CHASE	1.00
WAHL, ALEXANDER	8.59

Rover

DEBERG, JAKOB	4.40
KERZMAN, DAWSON	6.04
MCGLOTHLEN, NICHOLAS	0.87
SULLIVAN, JAYDEN	3.59
WALTON, AARON	1.05
ZIEGENBEIN, TAYLOR	2.38

Contracted Hours	65.00
Total Hours for July	66.85
Over/Under	1.85

Date	Time	Street Name	Cross Street	City	Animal Problem	Call Type	Tag	Dispo
124-08-09	08:38:32	247TH ST	247TH ST and 463RD AVE	COLTON	Animal Problem		CFS24-163792	NAT
124-08-05	11:21:49	458TH AVE	458TH AVE and 248TH ST	COLTON	Neighbor Dispute		CFS24-160714	NAT
124-08-02	08:39:44	S PARK AVE	S PARK AVE and E 5TH ST	COLTON	Stroke P2 ALS		CFS24-158228	NAT
124-07-29	23:16:09	248TH ST		COLTON	Motorist Assist	Call Type	CFS24-155585	TAG
124-07-24	14:09:57	S PARK AVE	S PARK AVE and E 5TH ST	COLTON	Sick Person P3		CFS24-151276	NAT
124-07-23	11:52:07	248TH ST		COLTON	Parking Violations		CFS24-150391	NAT; 1MP
124-07-22	21:40:47	249TH ST		COLTON	Accident		CFS24-150030	ACCR
124-07-22	09:49:00	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Disorderly Subjects		CFS24-149532	CR
124-07-22	06:13:07	N PARK AVE	N PARK AVE and E 1ST ST	COLTON	Disorderly Phone Calls		CFS24-149395	SR; 1MP
124-07-21	13:31:01	MOONLIGHT DR	MOONLIGHT DR and S GLENN AVE	COLTON	Disorderly Subjects		CFS24-148908	NAT
124-07-21	00:23:22	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Liquor Law Violation		CFS24-148544	NAT
124-07-20	21:18:16	S MAIN AVE	S MAIN AVE and E 8TH ST	COLTON	Family Dispute		CFS24-148425	NAT
124-07-20	09:39:09	E 3RD ST	E 3RD ST and S MAIN AVE	COLTON	Public Assist		CFS24-147878	NAT
124-07-14	21:30:26	461ST AVE		COLTON	Public Assist		CFS24-143565	NAT
124-07-13	22:08:18	E 6TH ST	E 6TH ST and S MINNESOTA AVE	COLTON	Suspicious Vehicle		CFS24-142810	NAT
124-07-13	14:54:17	244TH ST		COLTON	Accident		CFS24-142446	ACCR
124-07-12	22:10:51	S MAIN AVE	S MAIN AVE and S MAIN AVE	COLTON	Check Wellbeing		CFS24-141958	NAT
124-07-11	02:33:41	461ST AVE		COLTON	Accident		CFS24-140346	ACCR

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

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
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

"The name trusted in roofing since 1906"



November 15, 2023

Great Plains Roofing, LLC
27240 SD Highway 115
Harrisburg, SD, 57032

RE: Warranty Eligibility

To Whom It May Concern:

This letter is to confirm that **Great Plains Roofing, LLC** is an authorized warranty eligible contractor of Mule-Hide Products Co., Inc. Their eligibility number is **6241**. They are eligible to apply for EPDM, Heat-Weld (TPO & PVC) and Coatings Standard and Premium Warranties.

All projects must be completed to Mule-Hide published specifications in order to qualify for a warranty.

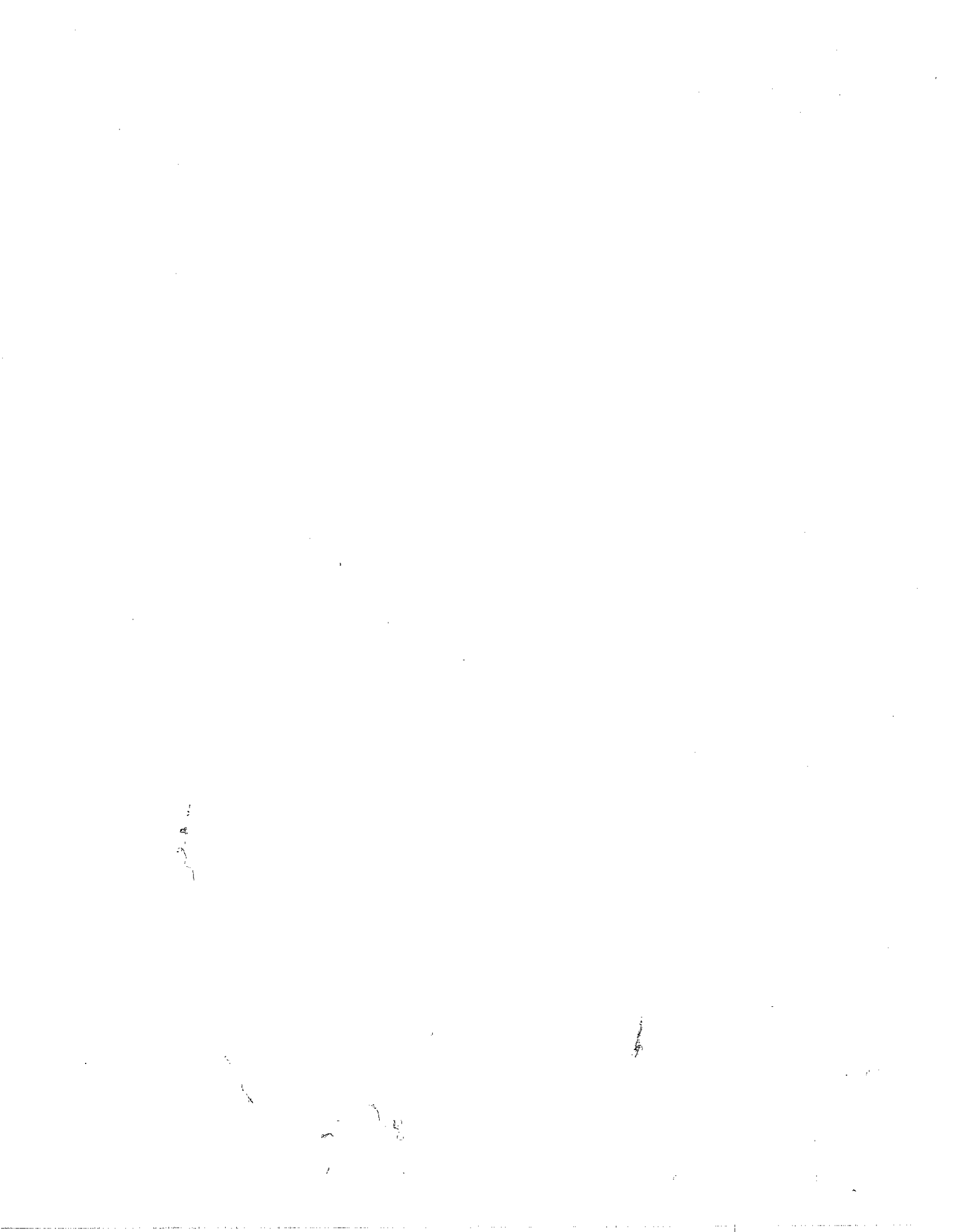
Should you have any questions, please feel free to contact the Mule-Hide Territory Manager, Jason Dumler at 612-810-3595 or myself at the corporate office.

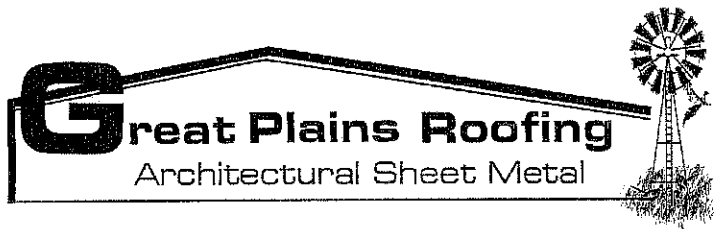
Sincerely,

MULE-HIDE PRODUCTS CO., INC.

A handwritten signature in cursive script that reads "Stacie Gentry". The signature is written in black ink and is positioned below the company name.

Stacie Gentry
Training and Warranty Program Coordinator





27240 SD Hwy 115 • Harrisburg, SD 57032
605-743-2152 • 605-743-5101 Fax

City of Colton
309 E. 4th St.
Colton, SD 57018

Following is our proposal for Re-roofing at the flat roof on your facility referenced above. We are available within 2 weeks to start project and would take @3 working days to complete. Pricing is based on the Solar Panels removed prior to project.

1. Remove wall flashings and prepare roof surface for new Coverboard. *Existing Roof to remain.* Dispose of debris at landfill. Maintain clean and safe work area.
2. Install new 60 mil EPDM/TPO Roof System Fully Adhered according to manufacturer's recommendations and specifications over new 1½" HD Iso, complete with accessory.
3. Install new 24 Gauge sheet metal Copings at parapet walls on 3 sides. Install new Apron into existing gutter. Color of owners choice. Re-use gutter if salvageable. *(\$947 for new if desired)*
4. Provide 5 year Contractor's Warranty upon completion and final payment.

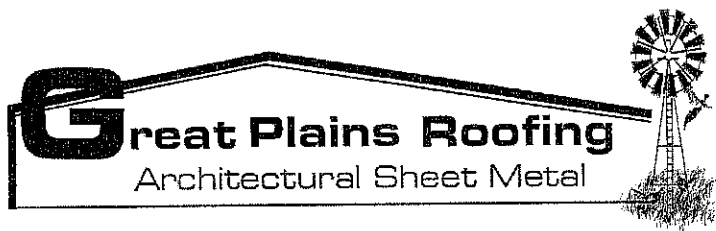
**Permits and taxes are included.*

Proposed Cost: \$14,887 Add \$1200 for a Manufacturer's 15 Yr. Warranty

Please review and respond with your comments or questions.

Respectfully,

Larry W. Campbell
Manager



27240 SD Hwy 115 • Harrisburg, SD 57032
605-743-2152 • 605-743-5101 Fax

City of Colton
309 E. 4th St.
Colton, SD 57018

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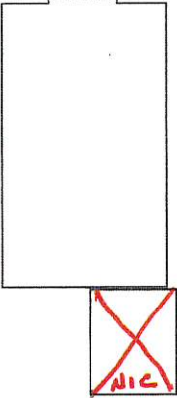
**Permits and taxes are included.*

Proposed Cost: \$14,887 Add \$1200 for a Manufacturer's 15 Yr. Warranty

Please review and respond with your comments or questions.

Respectfully,

Larry W. Campbell
Manager



In this 3D model, facets appear as semi-transparent to reveal overhangs.

PREPARED FOR

Contact:	Tanner Sturgeon
Company:	ABC Supply Co.
Address:	4815 N Cliff Ave Sioux Falls, SD 57104-0452
Phone:	605-335-4444

TABLE OF CONTENTS

- Images1
- Length Diagram4
- Pitch Diagram5
- Area Diagram6
- Notes Diagram7
- Penetrations Diagram8
- Report Summary9

MEASUREMENTS

- Total Roof Area =1,130 sq ft
- Total Roof Facets =2
- Predominant Pitch =1/12
- Number of Stories >1
- Total Ridges/Hips =0 ft
- Total Valleys =0 ft
- Total Rakes =15 ft
- Total Eaves =16 ft
- Total Penetrations =6
- Total Penetrations Perimeter = 74 ft
- Total Penetrations Area = 139 sq ft

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

IMAGES

The following aerial images show different angles of this structure for your reference.

Top View



IMAGES

North Side

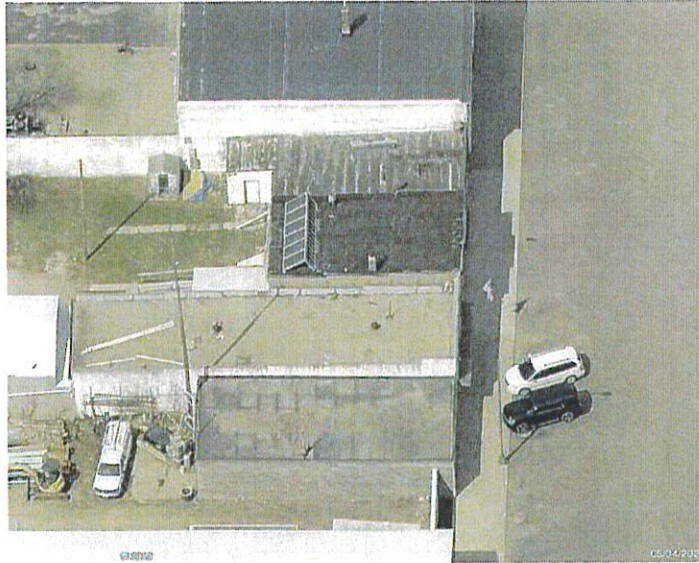


South Side

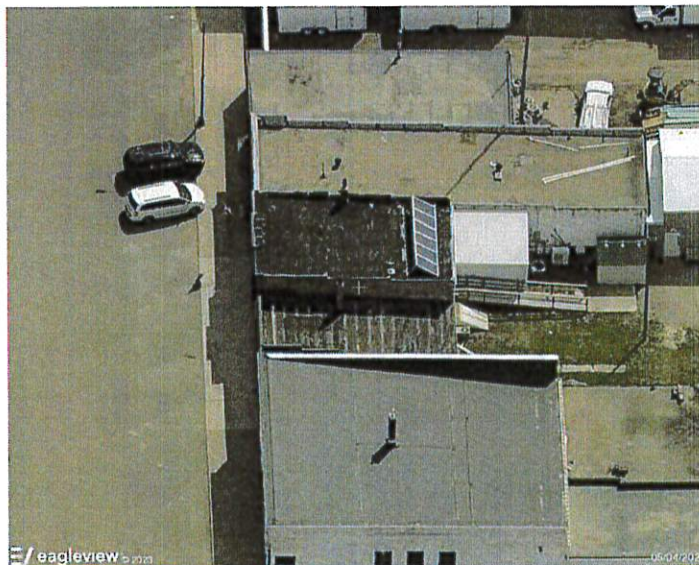


IMAGES

East Side



West Side



LENGTH DIAGRAM

Total Line Lengths:

Ridges = 0 ft
Hips = 0 ft

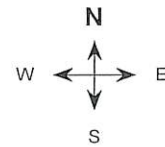
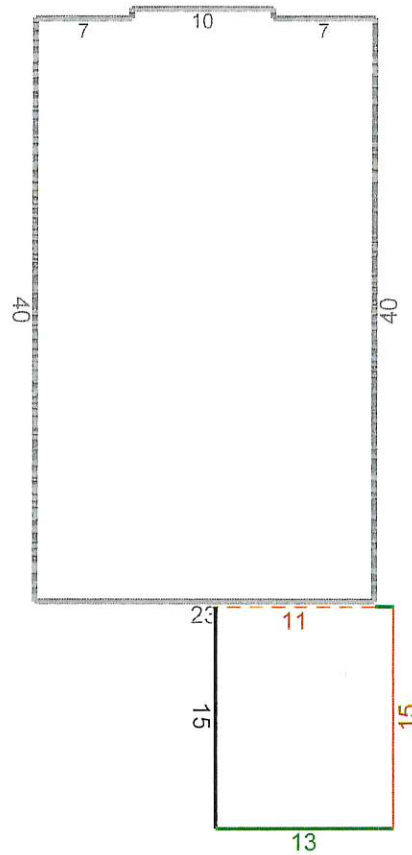
Valleys = 0 ft

 Rakes = 15 ft
 Eaves = 16 ft

Flashing = 16 ft

Step flashing = 12 ft

Parapets = 129 ft



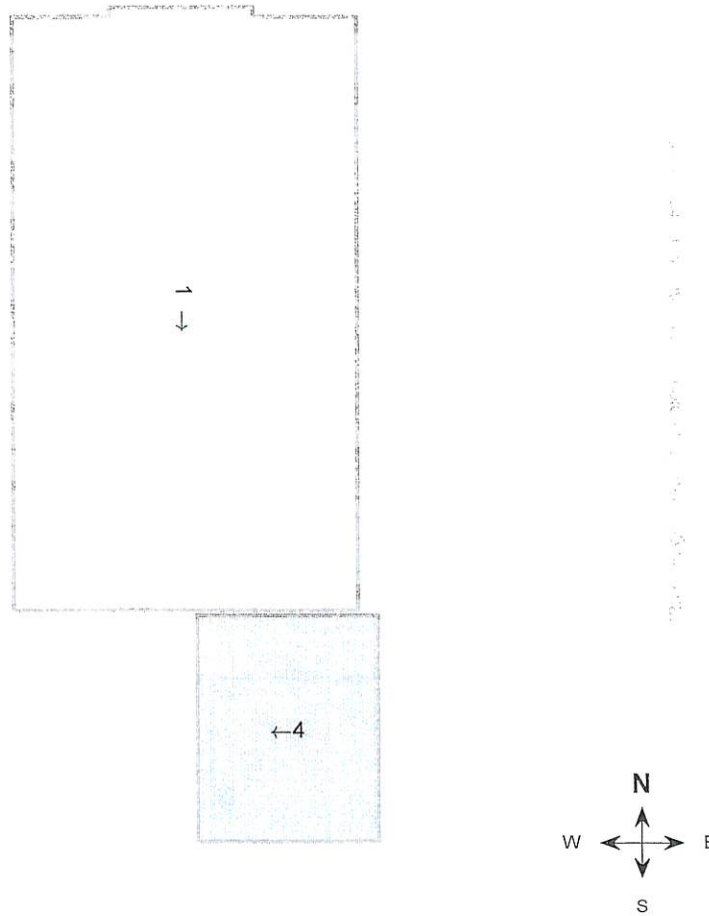
Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

309 E 4th St, Colton, SD 57018

Report: 56227727

PITCH DIAGRAM

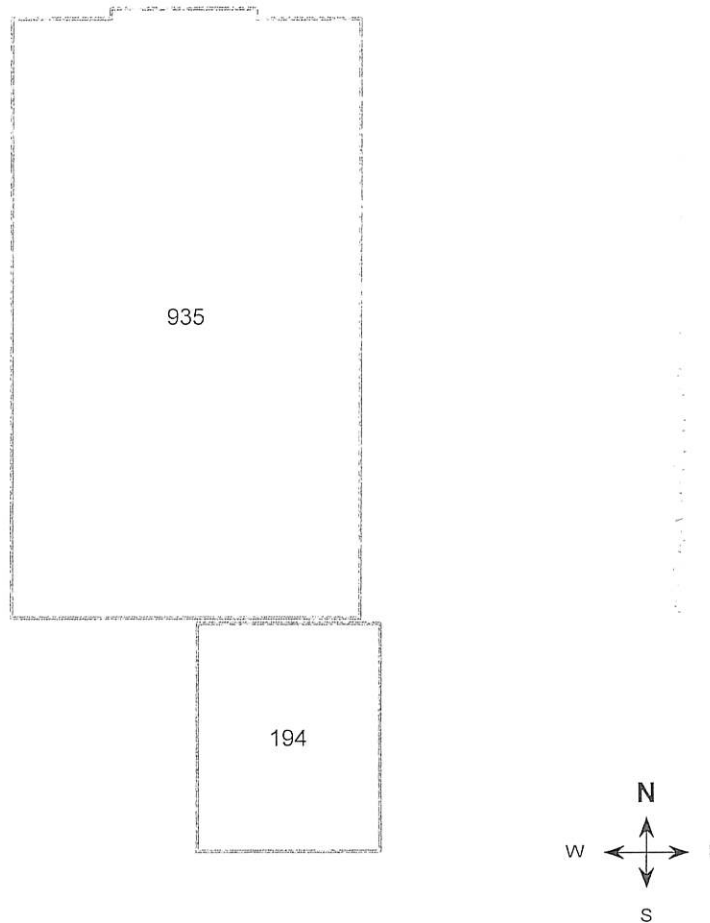
Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 1/12



Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater. Gray shading indicates flat, 1/12 or 2/12 pitches.

AREA DIAGRAM

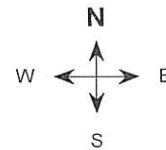
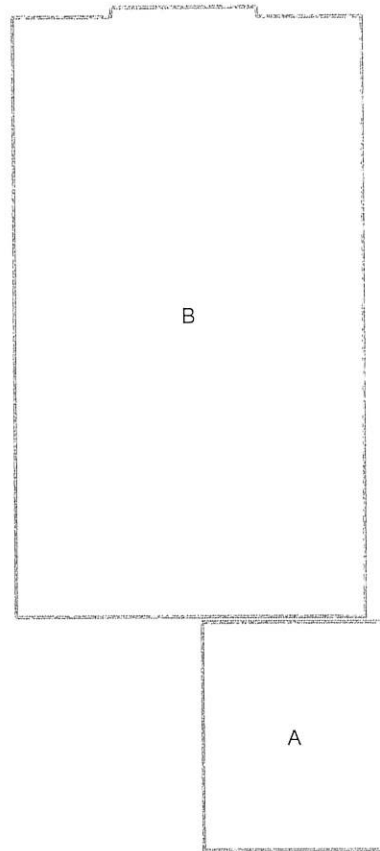
Total Area = 1,130 sq ft, with 2 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



PENETRATIONS NOTES DIAGRAM

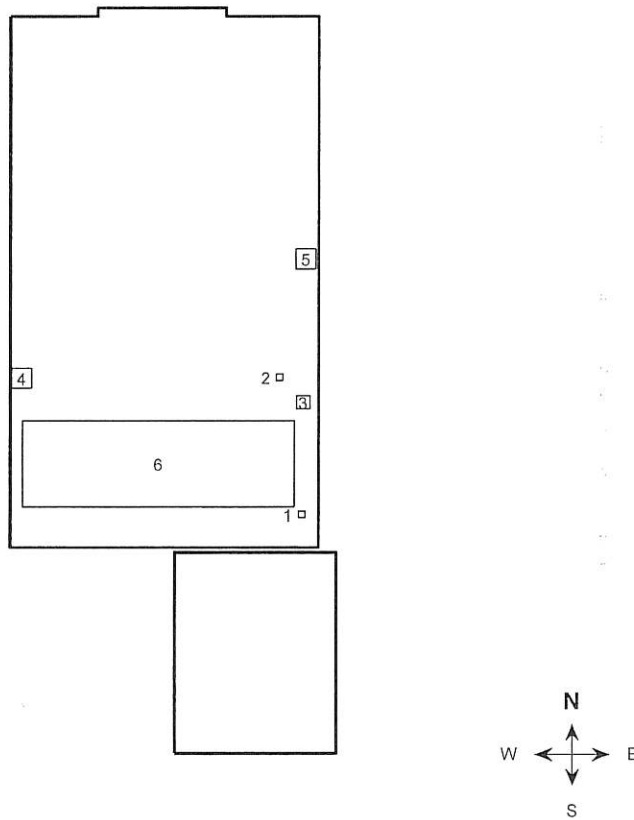
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 6

Total Penetrations Perimeter = 74 ft

Total Penetrations Area = 139 sq ft

Total Roof Area Less Penetrations = 991 sq ft



REPORT SUMMARY

All Structures

Areas per Pitch		
Roof Pitches	1/12	4/12
Area (sq ft)	935.4	194.4
% of Roof	82.8%	17.2%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Waste Calculation Table							
Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	1,130	1,243	1265.6	1299.5	1322.1	1,356	1378.6
Squares	11.3	12.4	12.7	13.0	13.2	13.6	13.8

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetrations	1-2	3	4-5	6					
Area (sq ft)	0.2	1	2.2	133.2					
Perimeter (ft)	2	4	6	54					

Any measured penetration smaller than 3.0x3.0 Feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

All Structures Totals



Total Roof Facets = 2
Total Penetrations = 6

Lengths, Areas and Pitches

Ridges = 0 ft (0 Ridges)
Hips = 0 ft (0 Hips)
Valleys = 0 ft (0 Valleys)
Rakes[†] = 15 ft (2 Rakes)
Eaves/Starter[‡] = 16 ft (1 Eaves)
Drip Edge (Eaves + Rakes) = 31 ft (3 Lengths)
Parapet Walls = 129 (8 Lengths).
Flashing = 16 ft (1 Lengths)
Step flashing = 12 ft (1 Lengths)
Total Penetrations Area = 139 sq ft
Total Roof Area Less Penetrations = 991 sq ft
Total Penetrations Perimeter = 74 ft
Predominant Pitch = 1/12
Total Area (All Pitches) = 1,130 sq ft

Property Location

Longitude = -96.9273103
Latitude = 43.7868112

Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

Parapet Wall Area Table							
Wall Height (ft)	1	2	3	4	5	6	7

[†] Rakes are defined as roof edges that are sloped (not level).

[‡] Eaves are defined as roof edges that are not sloped and level.

309 E 4th St, Colton, SD 57018

Report: 56227727

Vertical Wall Area	129	258	387	516	645	774	903
--------------------	-----	-----	-----	-----	-----	-----	-----

This table provides common parapet wall heights to aid you in calculating the total vertical area of these walls. Note that these values assume a 90 degree angle at the base of the wall. Allow for extra materials to cover cant strips and tapered edges.

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=309+E+4th+St,Colton,SD,57018

Directions from ABC Supply Co. to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=4815+N+Cliff+Ave,Sioux+Falls,SD,57104-0452&daddr=309+E+4th+St,Colton,SD,57018

309 E 4th St, Colton, SD 57018

Report: 56227727

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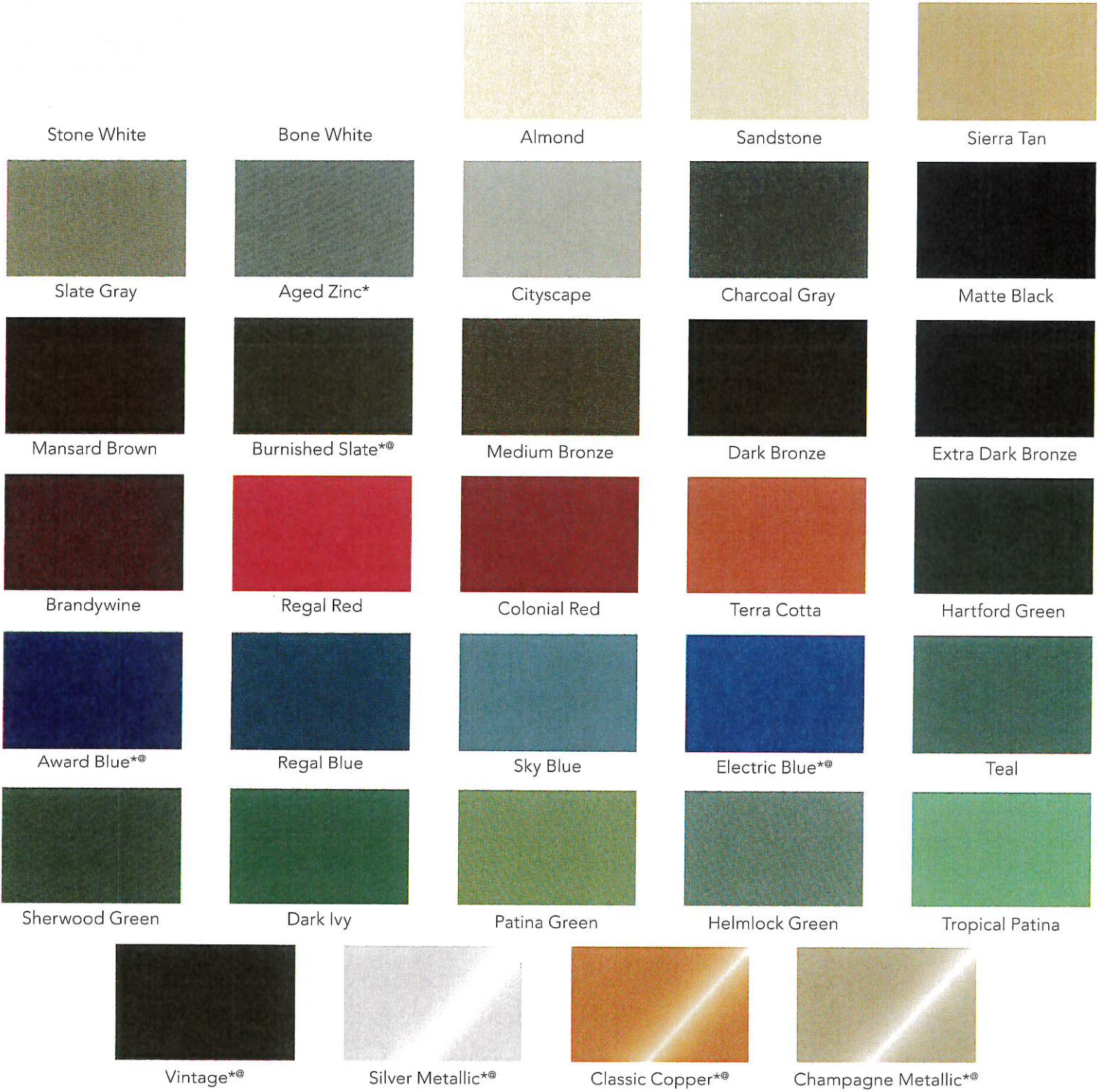
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UNA-CLAD™ METAL

COLOR SELECTION



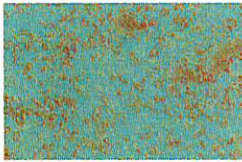
Colors shown are as close to actual painted steel as allowed by the printing process.
 For finish warranty information and actual metal samples, please contact your local Sales Rep.
 SRI numbers available by request.
 * = Denotes premium color.
 @ = Due to the unique nature of the product, color may vary slightly from batch to batch.
 Batches should not be mixed on projects.



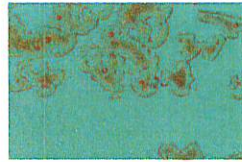
UNA-CLAD™ METAL

PREMIUM PATTERNS

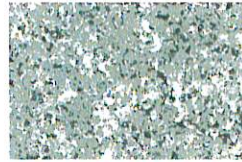
STOCK PATTERN COLORS



Antique Copper



Natural Antique Copper



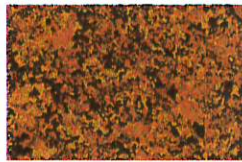
Weathered Zinc



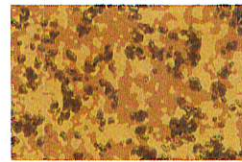
Natural Rust

NON-STOCK PATTERN COLORS

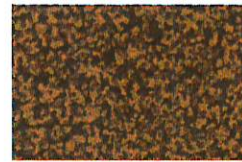
Contact your local Sales Rep for availability.



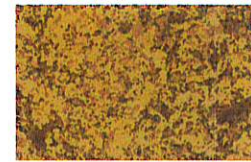
Burnt Rust



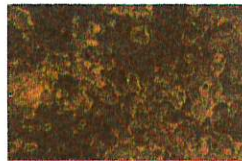
Ponderosa Rust



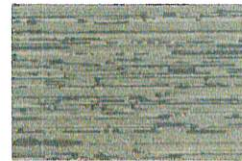
Sedona Rust



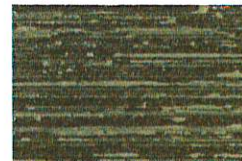
Tamarack Rust



Rustic Copper



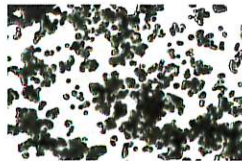
Timeless Silver



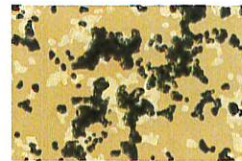
Timeless Bronze



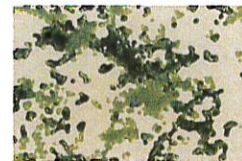
Timeless Copper



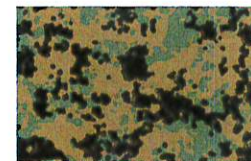
Arctic CAMO



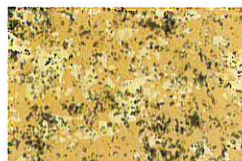
Desert CAMO



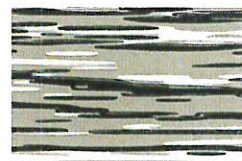
Marshland CAMO



Woodland CAMO



Sand Dune



Driftwood



Pine



Red Cedar

Colors shown are as close to actual painted steel as allowed by the printing process.
Contact your local Sales Rep for actual metal samples.

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Firestone

firestonebpco.com

City of Colton City Council
Regular Monthly Meeting Agenda
Date: 07/15/2024 Time: 6:30 pm
Colton City Hall 309 E 4th St, Colton, SD, 57018

- 1) Call to order / Roll call:
- 2) Bunde Bunjer Foster Evans Hulscher Lyon M Wochnick
 Fraser Pedersen
- 3) Public Time:
 - a. Siouxland Library: Stephanie Bents, update on expanded access. No Docs
- 4) Public hearing(s):
- 5) Reports/Other business:
 - a. Special Alcoholic Beverage license: Classic Corner, Colton Country Days on July 19th-21st 2024, pg 2
 - b. Minnehaha County Sheriff's monthly hours & calls, pg 3-7
 - c. YTD Member Splash sales, pg 8
- 6) Quotes:
- 7) Ordinances, resolutions, policies, motions:
 - a. Clean water resolution #7 - 2024, pg 9-18
 - b. Drinking water resolution #8 - 2024, pg 19-27
 - c. Surcharge resolution #9 - 2024, pg 28-30
 - d. City Claims July, pg 31
 - e. June meeting minutes & agenda, pg 32
- 8) Executive Session if needed
- 9) Adjourn

City of Colton City Council
Regular Monthly Meeting Minutes
Date: 07/15/2024

- 1) **Call to order / Roll call.** At 6:40 PM the meeting was called to order by Mayor Bunde in Colton City Hall. Answering roll call were Council Members Bunjer, Evans, Foster, Hulscher, Lyon, Foster, and Wochnick. Finance Officer Fraser and Public Works Superintendent Pedersen were present for city staff.

- 2) **Public Time.**
 - A. Stephanie Bents with Siouxland Libraries provided the council with an update about the new expanded access feature at the Colton Library. Expanded access went live on June 24th and 48 have signed up to use the service. Representatives will be at Colton Country Days, for those looking to get signed up. A special card with a PIN allows users access to the library daily from 8:00 AM to 9:00 PM. For more information, please visit <https://www.siouxlandlib.org/Services/expanded-access> or call 605-367-6384.

- 3) **Public Hearing.**
- 4) **Reports/Other Business.**
 - A. A motion was made by Wochnick and seconded by Hulscher to approve the special alcoholic beverage license for Classic Corner, during Colton Country days (7/19/24-7/21/2024.)
 - B. The council reviewed the monthly activity and hours for the Minnehaha County Sheriff's Office.
 - C. The council discussed the year-to-date sales from the Colton pool and baseball concessions.
 - D. The council thanked Public Works Superintendent Pedersen for spraying around town for mosquitos every other night, and Colton Redi Mix for laying down dust control on the gravel roads, South of town.

- 5) **Quotes.**
- 6) **Ordinances.**
 - A. A motion was made by Lyon and seconded by Foster to approve resolution #7 – 2024 for the drinking water loan in the amount of \$766,000. Motion passed with all members voting aye.
 - B. A motion was made by Hulscher and seconded by Bunjer to approve resolution #8 – 2024 for the clean water loan in the amount of \$323,748. Motion passed with all members voting aye.
 - C. A motion was made by Wochnick and seconded by Evans to approve resolution #9 – 2024 for amending the rates for water & sewer usage inside city limits. Motion passed with all members voting aye.
 - D. A motion was made by Wochnick and seconded by Hulscher to approve June's claims. Motion passed with all members voting aye.
 - E. A motion was made by Evans and seconded by Wochnick to approve the meeting minutes and agenda from June. Motion passed with all members voting aye.

- 7) **Adjourn.**
 - A. The meeting was adjourned at 7:43 PM by a motion made by Hulscher and seconded by Wochnick. Motion passed with all members voting aye.

City Claims August 2024

Vendor	Amount	Description
Raztech	\$ 675.25	mo IT service
		Minnehaha Messenger fees. 2023 drinking water report, meeting minutes, resolutions 7,8,9, Water/Sewer open house, back to school supply list.
New Century Press	\$ 574.12	
Health Pool of SD	\$ 880.24	Mo, FO health insurance
Colton Lumber	\$ 273.00	Baseball Field Marker
A-1 Portable Toilets	\$ 899.34	port-a-potties
Runnings	\$ 770.79	Pool/Park & Rec Supplies
Hawkins	\$ 379.00	water treatment chemicals
Badger Meter	\$ 227.91	Cellular use of water meters
MC & R pools	\$ 640.90	water treatment chemicals & Equipment
Banner	\$ 1,862.00	Engineering services for the City
SD One Call	\$ 13.65	locates
Foreman Bus	\$ 2,969.23	Pool Bus to be split between Colton, Crooks, Baltic
Classic Corner	\$ 1,057.42	concessions & gasoline
City of Sioux Falls	\$ 65.50	Water testing
Dakota Ag Grain	\$ 1,200.10	30 Gallons Roundup
NAPA	\$ 291.74	Lift Station / Generator
Cortrust	\$ 15.00	ACH Cash Mgmt fee, autopay
Cortrust	\$ 67.05	Mo autopay Clover CC Processing fees
Cortrust	\$ 11.45	Mo NMI gateway CC processing fees, autopay
Cortrust Visa CC	\$ -	Mo balance, autopay
Cortrust	\$ 8,518.32	Qtr, loan pmt, autopay water - sewer
Cortrust	\$ 1,579.23	Qtr, loan pmt, autopay water - sewer
Cortrust	\$ 2,347.32	Qtr, loan pmt, autopay water - sewer
Cortrust	\$ 3,283.71	Qtr, loan pmt, autopay water - sewer
Cortrust	\$ 4,796.60	Mo MCWC Water pmt, autopay
		Mo balance, autopay. Sam's Club, DG, Amazon, Walmart, Menards, & Sunshine for concession supplies. FO school hotel, food, gas. Laptop chargers, mice, mouse pads. New pool chairs & umbrella's. USPS mailing, stamps, PO Box renewal. 8X8 Phone system. Canva design. Microsoft.
Reliabank Visa CC	\$ 5,474.38	
Reliabank	\$ 24,915.65	Payroll, Reliabank, direct deposit.
Reliabank	\$ 5,455.21	IRS - EFTPS Mo, Payroll Taxes
Reliabank	\$ 923.88	SD Retirement Mo Contribution
Reliabank	\$ 34.73	Qtr SD Dept of Labor Reemployment Tax Q2 2024
Reliabank	\$ 751.13	Qtr SD Dept of Rev - Sales Tax Q2 2024
Reliabank	\$ 337.51	Golden West Mo landline/internet autopay
Reliabank	\$ 2,385.70	Sioux Valley Energy Mo city Electricity
Reliabank	\$ 87.12	MO , Udrive Text My Town
Reliabank	\$ 49.53	Mo, Mid-American Energy, natural gas, autopay
Total	\$ 73,813.71	