

City of Colton City Council
Regular Monthly Meeting Agenda
Date: 12/09/2024 Time: 6:30 pm
Colton City Hall 309 E 4th St, Colton, SD, 57018

- 1) Call to order / Roll call:
- 2) Bunde Bunjer Foster Hulscher Lyon Nesheim Wochnick
 Fraser Pedersen
- 3) Approve agenda & previous meeting minutes:
- 4) Public Time:
- 5) Public hearing(s):
- 6) Reports/Other business:
 - a. Banner Associates, Weston Blasius, Phase 4 & 5 Sanitary and Storm Sewer Improvements Pay Request No. 5 for Alliance.
 - b. Banner Associates, Weston Blasius, Engineering Amendment for Phase 4 &5 Construction Administration Services.
 - c. Banner Associates, Weston Blasius, Wastewater Facility Plan Engineering Agreement.
 - d. Minnehaha County Sherrif's hours & monthly call log.
 - e. City Hall closed on December 24th & 25th. January 1st.
- 7) Quotes:
- 8) Ordinances, resolutions, policies, motions:
 - a. Approve platting for Geraet's addition
 - b. 2025 Water/sewer rates
 - c. 2025 fees/fines
 - d. Claims
- 9) Executive session if needed or adjourned:



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www.bannerassociates.com

December 6, 2024

City of Colton
PO Box 66
Colton, SD 57018

Attn. Trevor Bunde – Mayor

Re: Letter of Contract - Engineering Services
Wastewater System Facility Plan
City of Colton

Dear Mr. Bunde:

Banner Associates, Inc. (“Banner”) is pleased to submit this letter contract for professional engineering services to prepare a Wastewater Facilities Plan for the City of Colton. The City of Colton is considering a capital improvements project in the near future and the Facility Planning process is important to the overall planning and financing process in order to be prepared for any facility upgrades that may be necessary.

This letter contract is submitted in response to your request to develop a Wastewater Facilities Plan in accordance with the requirements of the South Dakota Department of Agriculture and Natural Resources (SD DANR). Attachment 1, “Scope of Engineering Services” defines the work to be completed and the schedule for completion. The defined tasks for the water facility plan in Attachment 1 will address the planning and coordination issues to meet the requirements of the SD DANR.

Banner Associates proposes to provide the professional services for an hourly (Not-to-Exceed) fee of \$42,500 plus applicable taxes for the wastewater facility plan. If additional tasks are required which are outside the scope of services, they will be considered additional services and payment shall be based upon direct labor and expenses at fixed rates. Additional services will not occur unless we receive written authorization to proceed. The basis for the estimate of costs for professional services is included in Attachment 2 “Schedule of Labor Rates and Expenses - 2024”.



If this agreement meets with your approval, please sign and date the acceptance block below and return one copy to Banner. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely,

Gregg Jorgenson, P.E.
Banner Associates, Inc.

Weston J. Blasius, P.E.
Banner Associates, Inc.

Attachments: Attachment 1, Scope of Engineering Services
 Attachment 2, Schedule of Labor Rates and Expenses – 2024
 Attachment 3, General Conditions

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024

For: City of Colton

By: _____

Title: _____



Attachment 1 - Scope of Services Colton Sanitary Sewer System Facility Plan

PROJECT APPROACH – GENERAL REQUIREMENTS OF THE WASTEWATER SYSTEM FACILITY PLAN

The facility planning process is the first step in identifying improvements, determining costs, and is required prior to applying for state or federal funding. This Facility Plan will evaluate and document the capacity and condition of the existing sanitary sewer collection system piping, lift stations, and the wastewater treatment facility. Areas that need repair will be identified and alternatives for improvements will be developed for consideration. The primary tasks of the Facility Plan are as follows:

TASK 100 – EVALUATION OF EXISTING CONDITIONS

This task consists of defining the Colton sewer service area, determining the population and customer base within the service area, and analyzing existing flows and loads observed at the treatment facility.

Task 101 – Review of Existing Flows and Loads

Engineer will review available historical flow and loading data for the past five years to determine average day conditions. The historical flow and loading information and the process used to project flows and loadings will be included in the Facility Plan. If historical loading data is not available, Engineer will use standard wastewater strengths and peaking factors to prepare existing wastewater loads.

Available WWTF influent flow information, lift station records, and information gathered from discussions with Owner's staff on peak flow events will help the team determine if additional efforts are necessary such as flow monitoring and smoke testing. Flow monitoring and smoke testing may help further identify sources of I/I. If those tasks are required, Engineer will provide Colton with a proposal to assist with securing those services, reviewing resulting data and compiling the information in the facility plan.

Task 103 – Evaluation of Collection System I/I

The results and data from Task 101 will be used to complete an overall assessment of the impact of inflow and infiltration (I/I) based on drinking water and wastewater flow record comparison. This evaluation will consider water sold by the City of Colton with the measured volume of wastewater received at the wastewater treatment facility. A comparison of dry weather flows, wet weather flows, and water usage will quantify the extent of I&I.

The results of this evaluation will be used to prepare recommendations, if necessary, for any additional collection system studies which may include updated flow monitoring, televising and smoke testing to

determine where I&I is most significant and where funds should be directed to correct the deficiencies. In the facility plan, Engineer will provide an explanation of the methods used to determine the locations and extent of I&I and provide a summary of findings.

TASK 200 – DETERMINATION OF FUTURE CONDITIONS

Following examination of existing flows, loads and I/I, Engineer will work with Owner staff to determine future sanitary sewer flows and loads and discuss how future permitting will impact treatment system alternatives.

Task 201 – Population Projections and Future Flows and Loads

Population projections will be completed and utilized for the Sanitary Sewer Facility Plan. Engineer will work with the Owner's staff to verify the planned growth rates expected for the area. In addition, population trends will be used to determine if and how sanitary sewer flows will change for the 25-year planning window.

Task 202 – Regulatory Impacts

The Owner is currently operating under a surface water discharge permit regulated by the SD DANR that is set to expire February 28, 2027. As part of the current permit, Colton is required to meet BOD₅, TSS, E. coli, Ammonia and pH limits. Additionally, Colton is monitoring and reporting total nitrogen and total phosphorus during discharges; indicating the need to begin planning for future nitrogen and phosphorus treatment. The Engineer will summarize current and future permit impacts and review them with Owner Staff at the progress meeting. This information will also be included in the Facility Plan.

TASK 300 – SANITARY SEWER SYSTEM EVALUATION

Task 301 – Sanitary Sewer Collection System

A written description of the existing sanitary sewer collection system will also be prepared with data available from existing maps, televising reports and previous flow monitoring studies. Owner staff will also be asked about the known condition of areas of the collection system and maintenance problems that have been encountered. Engineer will utilize available information to prepare condition assessment maps and prioritize recommended improvements. Engineer proposes the following services as part of this evaluation:

- ✓ Update Sanitary Sewer Collection System Map
- ✓ Condition of the collection system, with available information.
- ✓ Condition and capacity of the Owner's lift stations.

The Engineering team will summarize the condition and treatment capacity of the sanitary sewer collection system and review this with Owner Staff at the status meeting. This information will also be included in the Facility Plan.

Task 302 – Wastewater Treatment System

Engineer will evaluate the capacity and condition of the stabilization ponds and review this with Owner Staff at the status meeting. This information will also be included in the Facility Plan.

The process/equipment improvements needed to meet the new permit requirements and the future conditions identified in Task 201 will be determined for the 25-Year Study Period. Engineer proposes the following services as part of this evaluation:

- ✓ Comparison of the hydraulic capacity of stabilization ponds against projected flows.
- ✓ Assess ability of existing system to meet new permit limits and identify improvements needed to meet limits.

Task 303 – Select and Discuss Process Alternatives

The first step in selecting appropriate alternatives is to evaluate the needs of the collection system and treatment facility based on condition, capacity, future permit limits and determination of future flows and loads. Using this information, the Engineer will present alternatives that can address these needs. Conceptual layouts and/or description of each alternative will be provided to allow for preparation of opinions of costs and final evaluation.

Alternatives that may be considered in the Facility Plan for the sanitary sewer collection system include:

- ✓ Replacement or relining areas of the collection system in need of improvements due to age, condition, or high I/I.

Alternatives that may be considered in the Facility Plan for the wastewater treatment system include:

- ✓ Evaluate the potential to connect to a Regional Wastewater system
 - Sioux Falls Regional Wastewater System
 - A single preliminary pipeline route will be evaluated for cost comparison.
 - Hartford Regional Wastewater System
 - A single preliminary pipeline route will be evaluated for cost comparison.
- ✓ Evaluate potential improvements to the Existing System
 - Evaluate up to two (2) process options to provide additional capacity.

- Equipment/valve replacement needed in the next 25 years.
- Improvements to address future nitrogen and phosphorus limits.

Task 304 – Prepare Opinions of Probable Cost

The report will include cost breakdowns and present worth evaluations of each feasible alternative. The recommendation will include the cost of the proposed improvements, as well as the implementation plan and schedule. The impact on user rates will be determined by comparing the anticipated annual debt payment to the existing rates based on a typical 5,000-gallon customer user rate.

Task 305 – Evaluation of Alternatives

Each alternative selected and presented in Task 303 will be evaluated for its potential to address the current and future needs of the Owner. The evaluation will also consider phasing of the planned improvements, if appropriate. An example of a phased modification would be anticipated future nitrogen and phosphorous removal requirements. The Owner would plan for these improvements but would not construct the additional treatment facilities until permit limits would require them to become necessary. Our evaluation of each alternative will use the following criteria:

- ✓ Ability to provide treated wastewater quality that meets the requirements of the Owner’s current and anticipated future regulatory and permitting requirements.
- ✓ Ability to provide the capacity necessary to adequately treat projected sanitary sewer flows from the service areas.
- ✓ A 25-year life-cycle cost analysis will be completed for each viable alternative. A life-cycle cost analysis considers both the up-front capital costs along with the long-term operation and maintenance costs such as labor, equipment maintenance, equipment replacement, and testing.

The Engineer will review the findings of this evaluation with the Owner at the status meeting. The results of the findings will be included in the Facility Plan and used to select the recommended alternative.

TASK NO. 400 – ENVIRONMENTAL INFORMATION DOCUMENT

An Environmental Information Document is required by the SD DANR as part of each Facility Plan. It summarizes the environmental conditions in the project study area and includes:

- ✓ Items of Historical and Archaeological significance.
- ✓ Flood plains, flood elevations, wetlands, and aquifers.
- ✓ Agricultural lands.
- ✓ Fish and Wildlife resources including threatened and endangered species.

- ✓ Air and Water quality in the general area.
- ✓ Project impacts, purpose, and need.

Maps showing known, documented wetlands, historic properties, and other pertinent features that may be affected by any improvements will be included with the report.

To obtain environmental clearance for the project, clearance letters are sent to affected agencies allowing them the opportunity to comment on the proposed project. Letters will be sent to the following agencies with a map showing the project area and requesting that they provide a response within 30 days:

- ✓ United States Department of Interior.
- ✓ SD Dept. of Game, Fish, and Parks.
- ✓ United States Department of Agriculture.
- ✓ U.S. Army Corps of Engineers, Omaha District.
- ✓ US Fish and Wildlife.

The SD DANR will also be solicited for comments regarding cultural resources. The Cultural Resources Effects Assessment Summary form will be submitted as part of this correspondence.

TASK 500 – REPORT PREPARATION

Task 501 – Report Preparation

The Facility Plan will summarize the findings of Tasks 100 through 400. The final recommended improvements to meet the Owner’s sanitary sewer needs for the next 25 years will be summarized in a clear, concise manner and prove to be a useful document that can be referenced over the years as the improvements are implemented.

Task 502 – QA/QC Review

Engineer will conduct an internal peer review on the completed report prior to review with the Owner. Following the internal review, Engineer will incorporate any changes or modifications identified prior to submitting the Facility Plan to the Owner for review.

TASK 600 – PROJECT COMMUNICATION

We understand the importance of communication and that is why it will be part of the project from beginning to end. In addition, Engineer recognizes that a key component of communication is listening. Engineer intends to

listen to Owner Staff to understand the challenges with the sanitary sewer system and obtain feedback from Staff on the leading alternatives throughout the evaluation.

Task 601 – Project Meetings

Meetings will be required during the project to obtain information, discuss findings, and review progress. Four (4) project meetings are proposed at the Colton City Hall allowing attendees to visit the WWTF, lift stations, and specific areas of the collection system to examine processes following the meetings, if needed.

- ✓ Kickoff Meeting - A project kick-off meeting will be held at the onset of the project to review the scope and explain the process for determining flows and loadings, permit requirements, and facility capacity. We will also request operations data at this stage and the testing required to assess the performance of current WWTF. Lift station calibrations will also be completed at this meeting.
- ✓ Status Meeting – One (1) status meeting will be held during the project to update Owner Staff on the progress, listen to staff questions and opinions, and provide updates on alternative evaluation.
- ✓ 90% Review Meeting – A 90% review meeting will be held at the end of the project to review the draft report with Owner staff. Owner questions will be answered, and any changes required will be made prior to finalization of the Facility Plan and presentation to the City Council.
- ✓ City Council Presentation – The findings from the final Sanitary Sewer Facility Plan will be presented to the City Council at one of their regularly scheduled meetings.

Task 602 – Presentation of Report

The draft report will be provided for review and comment after the 90% meeting. Five (5) copies of the draft report will be prepared. Following Owner review, Engineer will appropriately address comments received and proceed with a final version of the report for acceptance by the Owner. Six (6) copies of the final report will be provided.

Task 603 – Public Participation and Education

The Facility Planning process requires that a public hearing be held. Engineer will facilitate the public hearing during a regularly scheduled City Council meeting. At that meeting, Engineer will present the project and its costs. The presentation will include exhibits and maps to assist attendees in better understanding the problems and proposed improvements, and to facilitate discussions. If requested, we can provide a summary of comments and responses received during the public participation events. The Owner will be responsible for publishing the “Notice of Public Hearing” in an appropriate legal newspaper, 10 days prior to the hearing. A copy of the affidavit of publication will be required for inclusion with the final Facility Plan.

PROJECT SCHEDULE:

The following major milestone dates are as follows:

Notice to Proceed	January 2024
Kickoff Meeting	February 2025
Data Collection	March 2025
Alternative Evaluation	June 2025
Submit Draft Facility Plan for Review.....	August 2025
Submit Final Facility Plan and Present Findings to Council	September 2025
State Water Plan Application.....	October 1, 2025
Public Hearing.....	December 2025
Project Funding Application	January 1, 2026

Engineer will make every effort to meet the agreed upon project schedule. This schedule assumes a 7-day comment period for documents provided to the Owner for review. Changes in the scope of Engineer’s services, or other occurrences beyond Engineer’s control may affect the actual performance of the work. If Engineer anticipates a delay in meeting these milestone dates, it will notify the Owner of the concern/change immediately.

ITEMS PROVIDED BY THE OWNER

The following items will be provided by the Owner:

- 1) Water sales records for 2020-2024
- 2) Available wastewater stabilization pond influent and effluent flows and loadings (2020-2024)
- 3) Lift station pump run time data
- 4) Available collection system televising reports and videos.

EXCLUSIONS

Based on our understanding of the project, the following items are excluded from our Scope of Services:

- 1) Flow monitoring equipment and data collection
- 2) Smoke testing of the collection system (completed by SD Association of Rural Water Systems)
- 3) Level III Cultural Resource Survey
- 4) Modeling of the sanitary sewer collection system
- 5) Surveying
- 6) Additional Services identified in Task 700

TASK 700 – ADDITIONAL SERVICES (not included in the scope of services)

The Owner may choose to complete additional work, as part of the PER, not specifically included in the above scope of services. Three (3) potential additional services are smoke testing, collection system flow monitoring and meetings with the potential regional connection systems. Each of those tasks are described in greater detail below. If the City is interested in scoping these services, costs for these services could be defined.

Task 701 – Smoke Testing

Colton's sewer system would benefit from smoke testing to identify sources of inflow including uncapped cleanouts, pipe leaks, broken manholes, storm water connections and sometimes, illegal sewer connections. Engineer proposes that the Owner contract directly with South Dakota Rural Water for this service; therefore, the cost has not been included in this PER. Furthermore, this Scope of Services does not provide time for Engineer to be onsite during the smoke testing or summarize the findings for inclusion in the PER. If the Owner chooses to perform smoke testing, Engineer will provide a proposal for the work required to assist with smoke testing and inclusion of the information in the report.

Task 702 – Evaluation of Collection System I/I

If it is determined that flow monitoring will be performed to evaluate the extent of I/I within the identified areas of the collection system, the Owner will need to secure the services of a flow monitoring company to install the equipment and collect the data outside of this contract. However, the Engineer will assist the Owner in obtaining a quote for the work. The flow monitoring equipment should be installed in late winter, prior to spring thaw, and remain in place until approximately late June to capture dry and wet weather periods. Flow monitoring data should be collected every 15 minutes. During the flow monitoring periods, Owner staff will provide daily monitoring of any lift station pump run time readings to determine flows from the area served by the lift station.

The combination of the information from the flow monitoring equipment and the existing lift station will allow the estimation of flows from each of the identified service areas. A comparison of nighttime flows, dry weather flows, water usage, and wet weather flows will determine the extent of I&I. These estimates should indicate the areas of highest I&I based on the size and length of pipe, number of service connections and other factors from each area. The results of this analysis would be included as part of the basis for recommendations for improvements to the collection system. The recommendations will include prioritizing improvements and future televising efforts so that they are concentrated in areas that have higher rates of I&I. This will allow the Owner to determine where I&I is most significant and where funds should be directed to correct the deficiencies. If the Owner chooses to perform flow monitoring, Engineer will provide a proposal for the work required to assist with flow monitoring, analysis of the data and inclusion of the information in the report and final recommendations.

Task 703 – Coordination Meetings for a Regional Connection

Each regional connection will be evaluated based on feasibility and cost with information requested via email. The services listed in Task 100 through 600 do not account for meetings with the regional systems. If a regional system requests a meeting and the city asks Engineer to participate, those services will be provided and billed on an hourly rate basis, as an additional service, for each request.

End of Attachment 1



Banner Associates, Inc.
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 Brookings, SD 57006
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 Toll Free 855.323.6342
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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.

GENERAL CONDITIONS

Agreement. The entire Agreement between the Client and Banner shall consist of the Letter of Contract, the Schedule of Labor Rates and Expenses and these General Conditions ("Agreement"). The Agreement represents the entire, integrated Agreement and supersedes all other negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written agreement of the Parties. Banner's services are limited to those specifically identified in the Agreement.

Authorization to Proceed. Execution of this Agreement by the Client will be authorization for Banner to proceed with the Services, unless otherwise provided in the Agreement.

Cost Opinions. Any opinion of cost provided by Banner will be on a basis of experience and judgment, but, since construction costs are dependent upon many market and other conditions over which Banner has no control, Banner shall not be responsible for variations between actual costs and any opinion of cost.

Standard of Care. In the performance of its professional services, Banner will use that degree of care and skill ordinarily exercised by similarly situated professionals under like and similar circumstances. No express or implied warranties are applicable to, or provided with, any of Banner's services

Payment. Monthly invoices will include charges incurred during the preceding month. Payment of the invoice is due within thirty (30) days following the date of the invoice. A charge of one and one-half percent (1 1/2%) per month, or the maximum legal rate for commercial accounts, whichever is less, will be charged for late payment. Client shall be responsible for reimbursing Banner for all costs incurred in collecting delinquent amounts owed by Client.

Termination. This Agreement may be terminated for convenience upon 30 days' written notice, or for cause, if either party fails to substantially perform as required under the Agreement through no fault of the other party and does not commence to diligently correct such nonperformance within 5 days of receipt of written notice. Upon termination, Banner will be paid for all services authorized and performed up to the termination date plus reasonable termination expenses incurred by Banner as a result of the termination.. This Agreement will otherwise terminate upon completion of all applicable requirements of the Agreement. The Indemnity and Limitation of Liability Provision shall survive any termination of this Agreement.

Indemnity and Limitation of Liability. The Client agrees to defend, indemnify and hold Banner and its professionals, officers, employees representatives and agents harmless from and against all claims, costs, expenses (including attorney's fees and expenses) asserted against Banner in connection with the Project, including, but not limited to claims involving hazardous substances, except to the extent caused by the sole negligence of Banner. Banner's liability to the Client for losses, damages or injuries arising out of the performance of Banner's services or the Project will be limited to a sum not to exceed the greater of \$50,000 or Banner's fee (to a maximum of \$1,000,000 or the amount of any insurance available to cover such liability if less than \$1,000,000).

Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Hazardous Substances. Unless specifically stated in this Agreement, Banner shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site

Interpretation. This Agreement and any claims or disputes arising out of, or relating to, the Agreement shall be governed by the laws of the State of South Dakota, other than any choice of law provisions under South Dakota law.

No Third Party Beneficiaries. This Agreement is for the sole benefit of Client and Banner and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third party against either Client or Banner.

Responsibility for Construction. The Client agrees that in accordance with generally accepted construction industry standards, Banner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, since they are solely the responsibility of the contractor, and Banner shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, including, but not limited to the contractor's failure to perform its work in accordance with industry standards and the requirements of any plans and specifications.



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

December 06, 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. 5 for the Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements Project.

This pay request is for work completed through the period of 10/30/2024 to 12/04/2024.

Banner has reviewed the pay request and recommends payment in the amount of \$34,968.70. The balance remaining after Pay Request No. 5 is \$36,443.26.

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

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$34,968.70	\$953,042.66
Total	\$34,968.70	\$953,042.66

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. 4\23872.00_Pay Request No 5.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>5</u>	Application Date: <u>12/9/2024</u>
Application Period: From <u>10/30/2024</u> to <u>12/4/2024</u>	

1. Original Contract Price	\$ 985,537.67
2. Net change by Change Orders	\$ 3,948.25
3. Current Contract Price (Line 1 + Line 2)	\$ 989,485.92
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 972,492.51
5. Retainage	
a. <u>2%</u> X \$ 972,492.51 Work Completed	\$ 19,449.85
b. <u>10%</u> X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 19,449.85
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 953,042.66
7. Less previous payments (Line 6 from prior application)	\$ 918,073.96
8. Amount due this application	\$ 34,968.70
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 36,443.26

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:** 12-06-2024

Recommended by Engineer	Approved by Owner
By: <u><i>Walter T. [Signature]</i></u>	By: _____
Title: <u>PROJECT MANAGER</u>	Title: _____
Date: <u>12/6/2024</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
 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.: 5 Application Period: From 10/30/24 to 12/04/24 Application Date: 12/09/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	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 (J / F) (%)	L Balance to Finish (F - J) (\$)
						H Estimated Quantity Incorporated in the Work	G Value of Work Completed to Date (E X G) (\$)				
Original Contract											
BASE BID - 2nd St Sanitary Sewer											
GENERAL ITEMS											
1	Mobilization	1.00	LS	\$29,144.45	\$29,144.45	1.00	\$29,144.45		\$29,144.45	100%	\$0.00
2	Traffic Control Signs	223.20	SF	\$4.12	\$919.58	223.20	\$919.58		\$919.58	100%	\$0.00
3	Traffic Control, Miscellaneous	1.00	LS	\$3,811.00	\$3,811.00	1.00	\$3,811.00		\$3,811.00	100%	\$0.00
4	Type 2 Barricade	5.00	Each	\$25.75	\$128.75	5.00	\$128.75		\$128.75	100%	\$0.00
5	Type 3 Barricade, 6' Double Sided	4.00	Each	\$103.00	\$412.00	4.00	\$412.00		\$412.00	100%	\$0.00
6	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
7	Temporary Mailbox	3.00	Each	\$51.50	\$154.50	3.00	\$154.50		\$154.50	100%	\$0.00
8	Clearing	1.00	LS	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100%	\$0.00
EROSION CONTROL											
9	Placing Contractor Furnished Topsoil	70.00	CY	\$35.55	\$2,488.50	70.00	\$2,488.50		\$2,488.50	100%	\$0.00
10	Seeding	106.00	LB	\$13.39	\$1,419.34	106.00	\$1,419.34		\$1,419.34	100%	\$0.00
11	Fertilizing	75.00	LB	\$1.03	\$77.25	75.00	\$77.25		\$77.25	100%	\$0.00
12	Weed Control	834.00	SY	\$0.10	\$83.40	834.00	\$83.40		\$83.40	100%	\$0.00
13	Hydro-Mulching	0.40	Ton	\$2,575.00	\$1,030.00	0.40	\$1,030.00		\$1,030.00	100%	\$0.00
14	Erosion Control Blanket	54.00	SY	\$4.12	\$222.48	-	\$0.00		\$0.00	0%	\$222.48
15	Temporary Vehicle Tracking Control	2.00	Each	\$750.00	\$1,500.00	-	\$0.00		\$0.00	0%	\$1,500.00
16	Concrete Washout Area	1.00	Each	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
17	Sweeping	6.00	Hr	\$350.00	\$2,100.00	6.00	\$2,100.00		\$2,100.00	100%	\$0.00
18	Manhole Construction Plate Marker	1.00	Each	\$150.00	\$150.00	1.00	\$150.00		\$150.00	100%	\$0.00
REMOVALS											
19	Clear and Grub Tree	1.00	Each	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100%	\$0.00
20	Tree Trimming	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
21	Root Grinding	2.00	Each	\$250.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
22	Remove Concrete Curb and Gutter	794.00	LF	\$6.50	\$5,161.00	794.00	\$5,161.00		\$5,161.00	100%	\$0.00
23	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
24	Remove Concrete Pavement	82.00	SY	\$23.20	\$1,902.40	82.00	\$1,902.40		\$1,902.40	100%	\$0.00
25	Remove Concrete Sidewalk	70.00	SY	\$10.85	\$759.50	70.00	\$759.50		\$759.50	100%	\$0.00
26	Saw Existing Asphalt	169.00	LF	\$3.61	\$610.09	169.00	\$610.09		\$610.09	100%	\$0.00
27	Saw Existing Concrete	80.00	LF	\$10.25	\$820.00	80.00	\$820.00		\$820.00	100%	\$0.00
28	Salvage Sign for Reset	3.00	Each	\$10.30	\$30.90	3.00	\$30.90		\$30.90	100%	\$0.00
29	Salvage Mailbox for Reset	3.00	Each	\$10.30	\$30.90	3.00	\$30.90		\$30.90	100%	\$0.00
TRENCHING, EXCAVATION, BACKFILLING											
30	Pipe Foundation Material	150.00	Ton	\$28.90	\$4,335.00	-	\$0.00		\$0.00	0%	\$4,335.00
31	Imported Trench Backfill Material	283.00	CY	\$32.40	\$9,169.20	283.00	\$9,169.20		\$9,169.20	100%	\$0.00
32	Exploratory Excavation	6.00	Hour	\$250.00	\$1,500.00	6.00	\$1,500.00		\$1,500.00	100%	\$0.00
33	Locate Utility	1.00	Each	\$175.00	\$175.00	1.00	\$175.00		\$175.00	100%	\$0.00
34	Verify Utility	4.00	Each	\$250.00	\$1,000.00	4.00	\$1,000.00		\$1,000.00	100%	\$0.00

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.: 5 Application Period: From 10/30/24 to 12/04/24 Application Date: 12/09/24

A Bid Item No.	B Description	C 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) (\$)
		D Item Quantity	E Units	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) (\$)				
GRADING											
35	Unclassified Excavation	600.00	CY	\$20.10	\$12,060.00	400.00	\$8,040.00		\$8,040.00	67%	\$4,020.00
36	Compaction - Moisture Density Tests	10.00	Each	\$154.50	\$1,545.00	10.00	\$1,545.00		\$1,545.00	100%	\$0.00
37	Cement Treated Subgrade	18,800.00	SF	\$0.52	\$9,776.00	18,800.00	\$9,776.00		\$9,776.00	100%	\$0.00
38	Portland Cement	57.00	Ton	\$295.29	\$16,831.53	50.00	\$14,764.50		\$14,764.50	88%	\$2,067.03
SANITARY SEWER											
39	Remove Sanitary Sewer Manhole	1.00	Each	\$250.00	\$250.00	1.00	\$250.00		\$250.00	100%	\$0.00
40	4" Sanitary Sewer Pipe	69.00	LF	\$38.00	\$2,622.00	69.00	\$2,622.00		\$2,622.00	100%	\$0.00
41	8" Sanitary Sewer Pipe	38.00	LF	\$49.20	\$1,869.60	38.00	\$1,869.60		\$1,869.60	100%	\$0.00
42	10" Sanitary Sewer Pipe	344.00	LF	\$60.05	\$20,657.20	344.00	\$20,657.20		\$20,657.20	100%	\$0.00
43	18" PVC Culvert	42.00	LF	\$63.85	\$2,681.70	42.00	\$2,681.70		\$2,681.70	100%	\$0.00
44	10"x4" Sanitary Sewer Service Connection	4.00	Each	\$685.70	\$2,742.80	3.00	\$2,057.10		\$2,057.10	75%	\$685.70
45	48" Dia Sanitary Sewer Manhole	1.00	Each	\$4,510.85	\$4,510.85	1.00	\$4,510.85		\$4,510.85	100%	\$0.00
46	Additional Vertical Feet Manhole	2.80	VF	\$430.30	\$1,204.84	2.80	\$1,204.84		\$1,204.84	100%	\$0.00
47	8" Sewer Coupling	2.00	Each	\$138.25	\$276.50	2.00	\$276.50		\$276.50	100%	\$0.00
48	10" Sewer Coupling	1.00	Each	\$164.81	\$164.81	1.00	\$164.81		\$164.81	100%	\$0.00
49	Connect to Existing Sanitary Sewer Pipe	3.00	Each	\$860.00	\$2,580.00	3.00	\$2,580.00		\$2,580.00	100%	\$0.00
50	Chimney Seal	1.00	Each	\$335.66	\$335.66	1.00	\$335.66		\$335.66	100%	\$0.00
SURFACING											
51	Temporary Gravel Surfacing	100.00	Ton	\$26.05	\$2,605.00	100.00	\$2,605.00		\$2,605.00	100%	\$0.00
52	Base Course	1,000.00	Ton	\$27.30	\$27,300.00	952.00	\$25,989.60		\$25,989.60	95%	\$1,310.40
53	Geotextile Fabric	50.00	SY	\$7.50	\$375.00	68.00	\$510.00		\$510.00	136%	-\$135.00
54	Subbase Foundation Aggregate	50.00	Ton	\$36.90	\$1,845.00	35.60	\$1,313.64		\$1,313.64	71%	\$531.36
55	4" Asphalt Concrete	1,725.00	SY	\$31.21	\$53,837.25	1,725.00	\$53,837.25		\$53,837.25	100%	\$0.00
56	Asphalt Concrete Sampling and Testing	1.00	Each	\$766.32	\$766.32	2.00	\$1,532.64		\$1,532.64	200%	-\$766.32
57	PCC Approach Pavement, 6" Thick	41.00	SY	\$76.22	\$3,125.02	36.00	\$2,743.92		\$2,743.92	88%	\$381.10
58	Concrete Fillet Section, 8" Thick	56.00	SY	\$125.66	\$7,036.96	56.00	\$7,036.96		\$7,036.96	100%	\$0.00
59	Concrete Curb & Gutter	719.00	LF	\$26.78	\$19,254.82	732.00	\$19,602.96		\$19,602.96	102%	-\$348.14
60	Concrete Valley Gutter, 8" Thick	43.00	SY	\$125.66	\$5,403.38	43.00	\$5,403.38		\$5,403.38	100%	\$0.00
61	4" Concrete Sidewalk	1,018.00	SF	\$9.01	\$9,172.18	1,109.00	\$9,992.09		\$9,992.09	109%	-\$819.91
62	Concrete Sampling and Testing	5.00	Each	\$309.00	\$1,545.00	5.00	\$1,545.00		\$1,545.00	100%	\$0.00
63	Type 1 Detectable Warnings	70.00	SF	\$61.80	\$4,326.00	70.00	\$4,326.00		\$4,326.00	100%	\$0.00
64	Adjust Manhole	1.00	Each	\$999.10	\$999.10	1.00	\$999.10		\$999.10	100%	\$0.00
SIGNAGE											
65	Reset Sign	3.00	Each	\$10.30	\$30.90	3.00	\$30.90		\$30.90	100%	\$0.00
66	Refurbish Single Mailbox	3.00	Each	\$206.00	\$618.00	2.00	\$412.00		\$412.00	67%	\$206.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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 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.: 5 Application Period: From 10/30/24 to 12/04/24 Application Date: 12/09/24

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	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 (J / F) (%)	L Balance to Finish (F - J) (\$)
						Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
BID ALTERNATE 1 - 5th St Storm											
GENERAL ITEMS											
1	Mobilization	1.00	LS	\$42,405.50	\$42,405.50	1.00	\$42,405.50		\$42,405.50	100%	\$0.00
2	Traffic Control Signs	250.50	SF	\$4.12	\$1,032.06	250.50	\$1,032.06		\$1,032.06	100%	\$0.00
3	Traffic Control, Miscellaneous	1.00	LS	\$2,781.00	\$2,781.00	1.00	\$2,781.00		\$2,781.00	100%	\$0.00
4	Type 3 Barricade, 6' Double Sided	9.00	Each	\$103.00	\$927.00	9.00	\$927.00		\$927.00	100%	\$0.00
5	Type 3 Barricade, 8' Double Sided	33.00	Each	\$103.00	\$3,399.00	33.00	\$3,399.00		\$3,399.00	100%	\$0.00
6	Clearing	1.00	LS	\$500.00	\$500.00	1.00	\$500.00		\$500.00	100%	\$0.00
EROSION CONTROL											
7	Placing Contractor Furnished Topsoil	157.00	CY	\$35.55	\$5,581.35	157.00	\$5,581.35		\$5,581.35	100%	\$0.00
8	Seeding	297.00	LB	\$13.39	\$3,976.83	297.00	\$3,976.83		\$3,976.83	100%	\$0.00
9	Fertilizing	212.00	LB	\$1.03	\$218.36	212.00	\$218.36		\$218.36	100%	\$0.00
10	Weed Control	2,346.00	SY	\$0.04	\$93.84	2,346.00	\$93.84		\$93.84	100%	\$0.00
11	Hydro-Mulching	1.00	Ton	\$1,030.00	\$1,030.00	1.00	\$1,030.00		\$1,030.00	100%	\$0.00
12	Inlet Sediment Protection	18.00	Each	\$80.34	\$1,446.12	3.00	\$241.02		\$241.02	17%	\$1,205.10
13	Temporary Vehicle Tracking Control	3.00	Each	\$750.00	\$2,250.00	-	\$0.00		\$0.00	0%	\$2,250.00
14	Concrete Washout Area	2.00	Each	\$500.00	\$1,000.00	-	\$0.00		\$0.00	0%	\$1,000.00
15	Sweeping	12.00	Hr	\$250.00	\$3,000.00	12.00	\$3,000.00		\$3,000.00	100%	\$0.00
16	Manhole Construction Plate Marker	2.00	Each	\$150.00	\$300.00	2.00	\$300.00		\$300.00	100%	\$0.00
REMOVALS											
17	Tree Trimming	1.00	LS	\$500.00	\$500.00	-	\$0.00		\$0.00	0%	\$500.00
18	Remove Concrete Curb and Gutter	1,285.00	LF	\$9.55	\$12,271.75	1,285.00	\$12,271.75		\$12,271.75	100%	\$0.00
19	Remove Asphalt Concrete Pavement	2,845.00	SY	\$6.40	\$18,208.00	3,352.00	\$21,452.80		\$21,452.80	118%	-\$3,244.80
20	Remove Concrete Pavement	255.00	SY	\$10.05	\$2,562.75	255.00	\$2,562.75		\$2,562.75	100%	\$0.00
21	Remove Concrete Sidewalk	39.00	SY	\$10.00	\$390.00	39.00	\$390.00		\$390.00	100%	\$0.00
22	Saw Existing Asphalt	1,945.00	LF	\$3.61	\$7,021.45	2,618.00	\$9,450.98		\$9,450.98	135%	-\$2,429.53
23	Saw Existing Concrete	143.00	LF	\$10.25	\$1,465.75	143.00	\$1,465.75		\$1,465.75	100%	\$0.00
24	Salvage Sign for Reset	4.00	Each	\$10.30	\$41.20	4.00	\$41.20		\$41.20	100%	\$0.00
25	Salvage and Reset Cable Fence and Posts	1.00	LS	\$1,500.00	\$1,500.00	0.75	\$1,125.00		\$1,125.00	75%	\$375.00
TRENCHING, EXCAVATION, BACKFILLING											
26	Pipe Foundation Material	400.00	Ton	\$28.90	\$11,560.00	-	\$0.00		\$0.00	0%	\$11,560.00
27	Imported Trench Backfill Material	810.00	CY	\$32.40	\$26,244.00	-	\$0.00		\$0.00	0%	\$26,244.00
28	Exploratory Excavation	30.00	Hour	\$250.00	\$7,500.00	30.00	\$7,500.00		\$7,500.00	100%	\$0.00
29	Locate Utility	1.00	Each	\$150.00	\$150.00	1.00	\$150.00		\$150.00	100%	\$0.00
30	Verify Utility	16.00	Each	\$250.00	\$4,000.00	16.00	\$4,000.00		\$4,000.00	100%	\$0.00
GRADING											
31	Unclassified Excavation	1,380.00	CY	\$22.50	\$31,050.00	1,710.00	\$38,475.00		\$38,475.00	124%	-\$7,425.00
32	Compaction - Moisture Density Tests	23.00	Each	\$154.50	\$3,553.50	41.00	\$6,334.50		\$6,334.50	178%	-\$2,781.00
33	Cement Treated Subgrade	14,140.00	SF	\$0.60	\$8,484.00	-	\$0.00		\$0.00	0%	\$8,484.00
34	Portland Cement	43.00	Ton	\$795.29	\$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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		E Item Quantity	F Units	G Unit Price (\$)	H Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
STORM SEWER											
35	Remove Drop Inlet	3.00	Each	\$300.00	\$900.00	3.00	\$900.00		\$900.00	100%	\$0.00
36	Remove Storm Sewer Pipe	1,199.00	LF	\$6.75	\$8,093.25	835.00	\$5,636.25		\$5,636.25	70%	\$2,457.00
37	6" Sewer Cleanout Assembly	1.00	Each	\$647.65	\$647.65	1.00	\$647.65		\$647.65	100%	\$0.00
38	18" RCP Arch Class 3, Furnish	41.00	LF	\$38.00	\$1,558.00	41.00	\$1,558.00		\$1,558.00	100%	\$0.00
39	18" RCP Arch, Install	41.00	LF	\$34.40	\$1,410.40	41.00	\$1,410.40		\$1,410.40	100%	\$0.00
40	18" RCP Class 3, Furnish	751.00	LF	\$26.60	\$19,976.60	751.00	\$19,976.60		\$19,976.60	100%	\$0.00
41	18" RCP, Install	751.00	LF	\$30.50	\$22,905.50	751.00	\$22,905.50		\$22,905.50	100%	\$0.00
42	24" RCP Class 3, Furnish	1,011.00	LF	\$40.35	\$40,793.85	1,011.00	\$40,793.85		\$40,793.85	100%	\$0.00
43	24" RCP, Install	1,011.00	LF	\$46.05	\$46,556.55	1,011.00	\$46,556.55		\$46,556.55	100%	\$0.00
44	Connect to Existing Storm Sewer Pipe	5.00	Each	\$500.00	\$2,500.00	5.00	\$2,500.00		\$2,500.00	100%	\$0.00
45	Storm Sewer Junction Box, Type 1 (4'x4')	2.00	Each	\$3,741.50	\$7,483.00	2.00	\$7,483.00		\$7,483.00	100%	\$0.00
46	Type B Inlet with Frame and Grate	6.00	Each	\$2,594.05	\$15,564.30	6.00	\$15,564.30		\$15,564.30	100%	\$0.00
47	Special Type B Inlet with Frame and Grate (4'x4')	5.00	Each	\$3,808.30	\$19,041.50	5.00	\$19,041.50		\$19,041.50	100%	\$0.00
48	Sioux Falls Drop Inlet (6'X3')	3.00	Each	\$5,583.90	\$16,751.70	3.00	\$16,751.70		\$16,751.70	100%	\$0.00
49	2" Polystyrene Pipe Insulation	40.00	LF	\$35.00	\$1,400.00	180.00	\$6,300.00		\$6,300.00	450%	-\$4,900.00
50	Adjust Junction Box	2.00	Each	\$669.50	\$1,339.00	2.00	\$1,339.00		\$1,339.00	100%	\$0.00
51	Adjust Drop Inlet	11.00	Each	\$669.50	\$7,364.50	11.00	\$7,364.50		\$7,364.50	100%	\$0.00
52	Sump Drain Line	1.00	Each	\$500.00	\$500.00	2.00	\$1,000.00		\$1,000.00	200%	-\$500.00
53	Watermain Adjustment	1.00	Each	\$7,567.08	\$7,567.08	1.00	\$7,567.08		\$7,567.08	100%	\$0.00
54	Sanitary Sewer Service Adjustment	45.00	LF	\$57.00	\$2,565.00	410.00	\$23,370.00		\$23,370.00	911%	-\$20,805.00
SURFACING											
55	Temporary Gravel Surfacing	150.00	Ton	\$26.05	\$3,907.50	150.00	\$3,907.50		\$3,907.50	100%	\$0.00
56	Base Course	1,940.00	Ton	\$27.90	\$54,126.00	1,343.60	\$37,486.44		\$37,486.44	69%	\$16,639.56
57	Geotextile Fabric	1,950.00	SY	\$3.90	\$7,605.00	3,352.00	\$13,072.80		\$13,072.80	172%	-\$5,467.80
58	Subbase Foundation Aggregate	230.00	Ton	\$36.90	\$8,487.00	942.30	\$34,770.87		\$34,770.87	410%	-\$26,283.87
59	5" Asphalt Concrete	1,627.00	SY	\$38.83	\$63,176.41	1,526.10	\$59,258.46		\$59,258.46	94%	\$3,917.95
60	4" Asphalt Concrete	1,223.00	SY	\$31.21	\$38,169.83	1,600.00	\$49,936.00		\$49,936.00	131%	-\$11,766.17
61	Asphalt Concrete Sampling and Testing	4.00	Each	\$589.16	\$2,356.64	4.00	\$2,356.64		\$2,356.64	100%	\$0.00
62	Reinforced PCC Approach Pavement, 6" Thick	20.00	SY	\$89.61	\$1,792.20	20.00	\$1,792.20		\$1,792.20	100%	\$0.00
63	PCC Approach Pavement, 6" Thick	89.00	SY	\$76.22	\$6,783.58	96.00	\$7,317.12		\$7,317.12	108%	-\$533.54
64	Concrete Fillet Section, 8" Thick	95.00	SY	\$125.66	\$11,937.70	95.00	\$11,937.70		\$11,937.70	100%	\$0.00
65	Concrete Curb & Gutter	1,315.00	LF	\$26.78	\$35,215.70	1,315.00	\$35,215.70		\$35,215.70	100%	\$0.00
66	Concrete Valley Gutter, 8" Thick	49.00	SY	\$125.66	\$6,157.34	50.00	\$6,283.00		\$6,283.00	102%	-\$125.66
67	Concrete Sampling and Testing	11.00	Each	\$309.00	\$3,399.00	7.00	\$2,163.00		\$2,163.00	64%	\$1,236.00
SIGNAGE											
70	Reset Sign	4.00	Each	\$10.30	\$41.20	4.00	\$41.20		\$41.20	100%	\$0.00
Original Contract Totals					\$985,537.67		\$968,544.26	\$0.00	\$968,544.26	98%	\$16,993.41



Banner Associates, Inc.
2307 W 57th St, Ste 102
Sioux Falls, SD 57108
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www.bannerassociates.com

December 6, 2024

The Honorable Trevor Bunde
City of Colton
309 E 4th St.
Colton, South Dakota 57108

RE: Agreement Between Owner and Engineer for Professional Services – Engineering Services for Phase 4 and 5 Sanitary Sewer and Storm Sewer Improvements.
Amendment No. 3 Request

Dear Mayor Bunde

This letter is in response to the additional engineering services provided for construction administration on the above referenced project. As discussed in Amendment No. 2 for this project, Banner has documented the additional hours at the employee’s standard billing rate and is presenting this amendment for your approval to increase the contract fee. Below is a description of the additional services and fee associated with the work.

6th St Storm Sewer Construction Administration (Services provided from 9/23/2024 to 11/20/2024)

Services Provided:

- Construction Administration, Coordination with Contractor, Pay Requests
- Construction Observation with Resident Project Representative
- Construction Progress Meetings
- Construction Survey of Final Surfacing Limits
- Coordinate Final Quantities with Contractor
- Perform Substantial Completion Walk-through on Project

Additional Fee = \$39,450.00

Schedule

The contractor has reached substantial completion on the project and has addressed a portion of the punch list items. A walk-through was performed by Banner to update the punch list, and we have provided the Contractor with a list of remaining items to be completed prior to final acceptance. Additional engineering costs will be incurred to complete close-out on the project.

The remaining engineering tasks will include:

- Complete a Final Quantity Adjustment Change Order and Pay Request
- Complete Construction As-Built Drawings
- Prepare Documents for Close-out with DANR
- Complete Final Walk-through and Prepare Owner Close-out Package

We estimate that the remaining value of engineering services will amount to \$5,000.00. As part of this amendment, we are requesting to extend our contract fee by \$5,000.00. Services under this scope of work will be billed at our hourly rates.



Compensation

We are requesting the following amendment to our fee on the Owner/Engineer Agreement for the Phase 4 and 5 Sanitary Sewer and Storm Sewer Improvements Contract.

6 th St Storm Sewer Construction Administration Services (9/23/2024 – 11/20/2024)	\$39,450.00
6 th St Storm Sewer Construction Administration Estimated Services (12/3/2024 – Completion)	<u>\$5,000.00</u>
Total Aggregate Limiting Fee = \$ 44,450.00 PLUS APPLICABLE TAXES	

The fees above include reimbursable expenses associated with the scope of work. Any work that falls outside this scope will be billed separately based on our hourly rates in accordance with the attached fee schedule. Banner will notify the Owner prior to initiating work outside the scope of services.

This amendment incorporates and includes Banner’s Schedule of Labor Rates.

If you have any questions regarding this amendment, please do not hesitate to contact us.

Sincerely,

Pat Carey, PE
Sr. Vice President

Weston Blasius, PE
Project Manager

Attachments: Attachment 1, Schedule of Labor Rates and Expenses – 2024

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024

For: City of Colton, SD

By: _____

Title: _____

Colton Patrol Hours

October 2024

Patrol Hours

Blue Days

BURNS, JASON	6.63
MOSER, NATHAN	5.49
PATTERSON, JOSHUA	10.06

Blue Nights

BARTSCHER, JOSHUA	0.23
JOHANNSEN, MATTHEW	2.21

Yellow Days

CAVE, JUSTIN	2.29
FEDDERSEN, WAYNE	9.28

Yellow Nights

TIRREL, CHASE	2.00
WAHL, ALEXANDER	7.59

Rover

DEBERG, JAKOB	6.11
FRANK, KATHERINE	1.67
KERZMAN, DAWSON	6.27
SULLIVAN, JAYDEN	7.31

Contracted Hours	65.00
Total Hours for October	67.14
Over/Under	2.14

Colton Patrol Hours

November 2024

Patrol Hours

Blue Days

BRAUN, MASON	0.50
BURNS, JASON	7.25
MOSER, NATHAN	2.60
PATTERSON, JOSHUA	3.50
THORESON, JEFF	1.60

Blue Nights

BARTSCHER, JOSHUA	2.25
BENCOMO, CARLOS	2.13
RICCI, KIEL	1.00

Yellow Days

FEDDERSEN, WAYNE	13.42
MATSON, SPENCER	3.17

Yellow Nights

KAISER, PATRICK	1.59
TIRREL, CHASE	1.02
WAHL, ALEXANDER	7.59

Rover

DEBERG, JAKOB	6.34
FRANK, KATHERINE	3.46
KERZMAN, DAWSON	5.59
MACDONALD, IAN	0.58
MCGLOTHLEN, NICHOLAS	1.13
SULLIVAN, JAYDEN	3.99

Contracted Hours	65.00
Total Hours for November	68.71
Over/Under	3.71

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

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

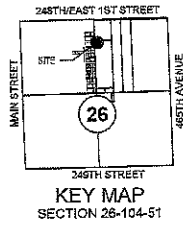
**Call Log information is updated every 5 minutes.
 Calls will appear approximately 30 minutes after the CFS time.**

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2024-11-23 15:40:55	S GLENN AVE	S GLENN AVE and W 4TH ST	COLTON	Family Dispute	CFS24-243205	CR; LJD; AR; P
2024-11-23 13:02:49	S MAIN AVE	S MAIN AVE and E 8TH ST	COLTON	Suspicious Vehicle	CFS24-243090	NAT
2024-11-22 20:15:43	W 1ST ST		COLTON	Stray Dog	CFS24-242686	NAT
2024-11-22 09:07:41	248TH ST	248TH ST and 455TH AVE	COLTON	Accident	CFS24-242249	ACCR
2024-11-19 14:35:33	250TH ST		COLTON	Motorist Assist	CFS24-240372	NAT

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2024-11-16 13:16:42	E 2ND ST	E 2ND ST and S PARK AVE	COLTON	Hit & Run	CFS24-238395	CR; P
2024-11-15 18:45:17	461ST AVE	461ST AVE and 245TH ST	COLTON	Injured Animal	CFS24-237916	NAT
2024-11-15 18:18:27	248TH ST		COLTON	Accident	CFS24-237900	ACCR; 1RPN; 1SN
2024-11-15 15:01:40	E 2ND ST	E 2ND ST and S PARK AVE	COLTON	Chest Pain P2	CFS24-237745	NAT
2024-11-15 09:17:21	463RD AVE	463RD AVE and 244TH ST	COLTON	Sick Person P2	CFS24-237430	NAT
2024-11-15 06:34:42	248TH ST		COLTON	Accident	CFS24-237343	ACCR; 1MP
2024-11-14 19:14:52	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Accident	CFS24-237110	NAT; ACCR
2024-11-14 16:54:50	246TH ST		COLTON	Accident	CFS24-237002	ACCR
2024-11-13 13:38:54	248TH ST	248TH ST and 461ST AVE	COLTON	Disorderly Phone Calls	CFS24-236217	NAT
2024-11-12 12:22:19	E 5TH ST		COLTON	Hit & Run	CFS24-235458	CR; ACCR
2024-11-11 15:47:15	252ND ST	252ND ST and 465TH AVE	COLTON	Accident	CFS24-234928	ACCR
2024-11-09 15:42:19	250TH ST		COLTON	Animal Problem	CFS24-233684	CR; P
2024-11-09 14:39:09	250TH ST		COLTON	Dead Animal	CFS24-233648	NAT
2024-11-08 21:21:31	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Stroke P2 ALS	CFS24-233220	NAT
2024-11-07 08:01:46	455TH AVE	455TH AVE and 247TH ST	COLTON	Check Wellbeing	CFS24-231911	NAT; 1MP; 1SN
2024-11-06 20:04:42	E 4TH ST	E 4TH ST and S SHERMAN AVE	COLTON	Liquor Law Violation	CFS24-231678	NAT
2024-11-06 19:55:53	S MAIN AVE	S MAIN AVE and E 2ND ST	COLTON	Liquor Law Violation	CFS24-231675	NAT
2024-11-30 19:50:50	464TH AVE		COLTON	Motorist Assist	CFS24-247645	NAT
2024-11-29 22:56:19	E 2ND ST	E 2ND ST and S IOWA AVE	COLTON	911 Misdialed Wireless	CFS24-247127	NAT
2024-11-29 11:01:26	E 1ST ST	E 1ST ST and N IOWA AVE	COLTON	Sick Person P2	CFS24-246738	NAT
2024-11-26 13:47:12	N PARK AVE	N PARK AVE and E 1ST ST	COLTON	Back Pain P3	CFS24-245026	NAT
2024-11-25 13:53:49	S MAIN AVE	S MAIN AVE and S MAIN AVE	COLTON	Burglary	CFS24-244359	CR
2024-11-23 18:06:11	245TH ST		COLTON	Accident	CFS24-243275	NAT; 1MP

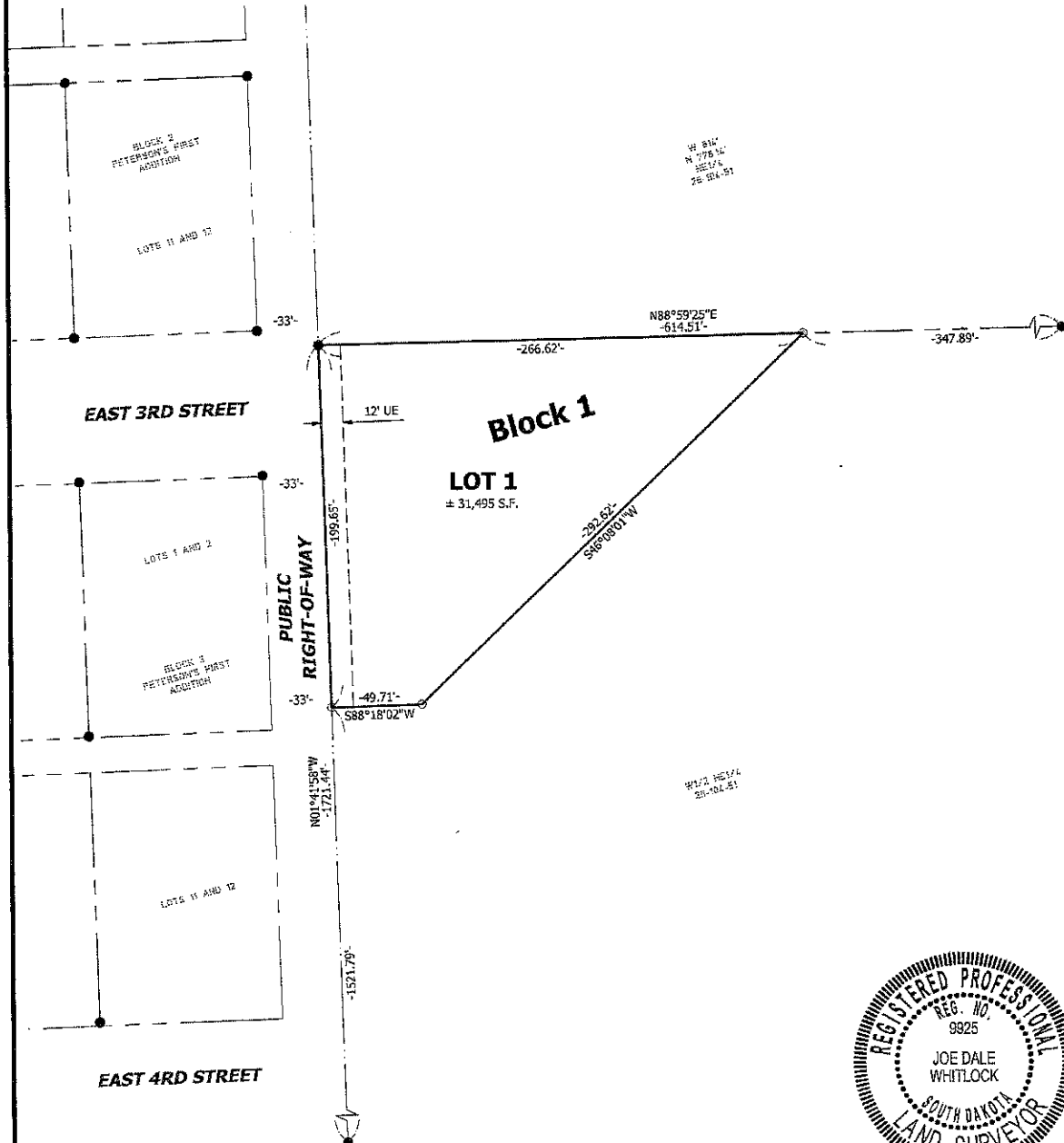
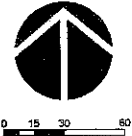
PLAT OF LOT 1, BLOCK 1
COLTON 6TH ADDITION

TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA. CONTAINING 31,495 SQ.FT.
 (0.72 ACRES) MORE OR LESS.



- NOTES:**
1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.
 2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:
 FOUND 5/8" REBAR ●
 SET 5/8" x 18" CAPPED REBAR ○



PREPARED BY:
 JOE D. WHITLOCK, PLS
 801 NORTH PHILLIPS AVENUE
 SUITE 100
 SIOUX FALLS, SD 57104
 (605) 338-6668

PLAT OF LOT 1, BLOCK 1
COLTON 6TH ADDITION

TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA. CONTAINING 31,495 SQ.FT.
(0.72 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE OCTOBER 23, 2024, I HAVE SURVEYED THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 104 NORTH, RANGE 51 WEST OF THE 6TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA, EXCEPT THE WEST 614.04 FEET OF THE NORTH 768.19 FEET THEREOF, EXCEPT TRACT TWO OF COLTON CEMETERY ADDITION, EXCEPT ZION CONGRAGATION CEMETERY THEREOF, AND EXCEPT TRACT ONE OF SIEMONSMA ADDITION AND PLATTED A PORTION THEREOF INTO LOT 1, BLOCK 1, COLTON 6TH ADDITION TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT 1, BLOCK 1, COLTON 6TH ADDITION TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF _____, 2024.



JOE DALE WHITLOCK REG. NO. 9925

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HERON AS EASEMENTS.

DATED THIS ____ DAY OF _____, 2024.

COLTON ECONOMIC DEVELOPMENT GROUP

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED OFFICER, APPEARED _____ (NAME) AS

_____, (TITLE), COLTON ECONOMIC DEVELOPMENT GROUP, WHO ACKNOWLEDGED THEMSELVES TO BE THE OWNER'S REPRESENTATIVE OF THE ABOVE DESCRIBED PROPERTY AND THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES: _____

ROAD AUTHORITY CERTIFICATE

I, _____, MAYOR OF THE CITY OF COLTON, DO HEREBY CERTIFY THAT THIS PLAT AND ACCESS LOCATION HAS BEEN REVIEWED BY ME OR MY AUTHORIZED AGENT AND THAT THIS PLAT IS RECOMMENDED FOR APPROVAL.

ROAD AUTHORITY

CITY COUNCIL RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, THAT THE PLAT KNOWN AND DESCRIBED AS LOT 1, BLOCK 1, COLTON 6TH ADDITION TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, IS APPROVED AND THE CITY CLERK IS HEREBY DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME THEREON.

DATED THIS ____ DAY OF _____, 2024.

MAYOR, CITY OF COLTON, SOUTH DAKOTA

CITY FINANCE OFFICER

I, _____, THE DULY APPOINTED, QUALIFIED AND ACTING MUNICIPAL FINANCE OFFICER OF THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, HEREBY CERTIFY THAT THE ABOVE RESOLUTION IS A TRUE AND CORRECT COPY OF THE RESOLUTION, ADOPTED BY THE CITY COUNCIL OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, AT A MEETING HELD ON THE DAY OF _____, 2024.

WITNESS MY HAND AS MUNICIPAL FINANCE OFFICER AND THE OFFICIAL SEAL OF THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA

MUNICIPAL FINANCE OFFICER, COLTON, SOUTH DAKOTA

CITY PLANNING COMMISSION APPROVAL

BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, THE PLAT OF APPROVAL OF THE PLAT OF LOT 1, BLOCK 1, COLTON 6TH ADDITION TO THE CITY OF COLTON, MINNEHAHA COUNTY, SOUTH DAKOTA, IS HEREBY GRANTED BY THE CITY PLANNING COMMISSION

DATED THIS ____ DAY OF _____, 2024.

CHAIR, COLTON CITY PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE

I, TREASURER OF MINNEHAHA COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLATS, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2024.

TREASURER
MINNEHAHA COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF MINNEHAHA COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION
MINNEHAHA COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 2024, AT ____ O'CLOCK ____ M., AND

RECORDED IN BOOK ____ OF PLATS ON PAGE ____.

REGISTER OF DEEDS
MINNEHAHA COUNTY, SOUTH DAKOTA



PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668

CITY OF COLTON

RESOLUTION 2-2022 – FEES AND FINES

WHEREAS, the City of Colton has determined the need to set the following fines and fees:

FEES

Dance License	\$ 25.00 per event or \$100.00 annually
Temporary Malt Beverage License	\$25.00 per event
Animal License	\$ 5.00 per animal
Sanitation Service License	\$200.00 annually
Transient Merchant, Auctioneers, Peddler, Solicitors License	\$50.00 per day per person
Circus	\$ 50.00 per day
Menageries	\$ 50.00 per day
Sideshow	\$ 25.00 per day
Carnival	\$ 50.00 per day
Swimming Pool Daily Pass	\$ 3.00 per session – under 18 \$ 5.00 per adult session – 18 older
Swimming Pool Season Pass	\$ 40.00 single pass \$ 75.00 family pass (in household only)
Swimming Pool Party	\$ 100.00 – 2 Hours (2 lifeguards required)
Tap-in Fee:	
1' water or sewer line tap (each)	\$ 250.00*
1 ½' water or sewer line tap (each)	\$ 500.00*
2' water or sewer line tap (each)	\$ 1,000.00*
3' water or sewer line tap (each)	\$ 1,500.00*
4' water or sewer line tap (each)	\$ 2,000.00*
6' water or sewer line tap (each)	\$ 4,000.00*
8' and larger TBD by city council TBD*	
Consumers outside city limits – Fees doubled**	

Rubble Site Maintenance Fee	\$ 1.00 per utility bill per month
Camping	\$ 20.00 per day includes electric/water
Zoning Fees:	
Rezone	\$ 300.00 per property nonrefundable
Variance	\$ 200.00 per request nonrefundable
Conditional Use Permit	\$ 200.00 per request nonrefundable
Stop Work Order Violation	\$ 100.00
Performing work without a Building Permit	\$100.00 for siding and re-roofing Others \$100.00 plus 25% of the permit fee
Paper & Electronic Copies	\$.50
FINES	
Animal Running At Large	\$ 50.00 for first offense each animal
Animal Disturbing the Peace	\$ 50.00 each offense
No Collar with Rabies Tags	\$ 50.00 each offense
Failure to License an Animal	\$ 50.00 each animal
Curfew Violation	\$ 100.00 each offense
Solid Waste Disposal Site Violation	\$ 200.00 each offense
Parking Prohibited/Obstructing Snow Removal	\$ 50.00 per day
Abandoned, Wrecked or Dismantled Vehicle	\$ 50.00 per day
Unauthorized Burn	\$ 100.00 each offense
Nuisances:	
Grass Mowing	\$ \$125.00 per hour/man with one-hour minimum
Property Clean-up	\$ 125.00 per hour/man with one-hour minimum

Reconnect Fee

\$75.00 each offense

Return Check Penalty

\$ 40.00 per item returned

BE IT RESOLVED the City of Colton hereby authorizes these fees and fines to take effect January 10, 2022 and hereby designates these charges to be enforced and collected by the appropriate agency.

The foregoing resolution was introduced by Jensen who moved for its passage and adoption; council member Amundson seconded the motion. A roll call vote was taken with 4 members voting aye. Motion passed.

Whereupon Mayor Lehman declared the resolution passed and adopted and instructed the Municipal Finance Officer to publish this resolution in the official newspaper of the city and to comply otherwise with all applicable notice requirements of the law.

Adopted this 10th day of January, 2022.

Rick Lehman
Mayor

ATTEST:

Heather Madison
Municipal Finance Officer

Passed and Adopted
Published

January 10, 2022
January 21, 2022