

City of Colton City Council  
Regular Monthly Meeting Agenda  
Date: 2/10/2025 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 & minutes: from 1/27/25.
- 4) Public Time:
  - a. Siouxland Libraries, Stephanie Bents, 2024 Summary.
- 5) Public hearing(s):
- 6) Reports/Other business:
  - a. Banner Associates, Weston Blasius, Colton 4th Street Sidewalk Improvements - Project Schedule Modification Request.
  - b. Banner Associates, Weston Blasius, Wastewater Facility Plan Engineering Agreement.
  - c. Minnehaha County Sheriff's monthly hours, & call log.
  - d. Council member assignments for 2025 ballpark sponsors.
  - e. 2025 Water/sewer rates.
- 7) Quotes:
  - a. Michaels Fence & Supply.
  - b. American Fence Company.
- 8) Ordinances, resolutions, policies, motions:
  - a. Ordinance No 1 – 2025 Supplemental appropriation from the sewer fund to pay for Banner Associates to complete the Wastewater Facility Plan Engineering Agreement.
  - b. Claims.
  - c. Resolution #2 – 2025 Fines & Fees.
- 9) Adjourn

City of Colton City Council  
Regular Monthly Meeting Agenda  
Date: 01/27/2025 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 & minutes: from 12/9/2024, & 1/24/2025
- 4) Public time:
- 5) Public hearing(s):
- 6) Reports/Other business:
  - a. Banner Associates, Weston Blasius, Change Order No. 2 for the Colton Phase 4 & 5 Sanitary and Storm Sewer Improvements project.
  - b. Banner Associates, Weston Blasius, Phase 4 & 5 Sanitary and Storm Sewer Improvements Pay Request No. 6 for Alliance.
  - c. Banner Associates, Weston Blasius, 4<sup>th</sup> Street Roadway Improvements Design Update.
  - d. Banner Associates, Weston Blasius, updates on the Sioux Falls slurry seal bid and/or Wastewater Facility Plan Engineering Agreement.
  - e. Council member assignments for 2025 ballpark sponsors.
  - f. Minnehaha County Sheriff's monthly hours, call log, & quarterly statistics.
  - g. 2024 Building permit data.
  - h. Two special alcoholic beverage licenses for the Colton Fire Department.
  - i. 2025 Water/sewer rates, MCWC rate increase, DW03 loan maturity date 1/15/2025.
- 7) Quotes:
- 8) Ordinances, resolutions, policies, motions:
  - a. Claims
  - b. Motion to appoint director Trevor Bunde, alternate director Jerrit Pedersen, and second alternate director Mikayla Fraser as representatives for the Dakota Mainstem Water Project.
  - c. Resolution #1 – 2025 Salaries
  - d. Resolution #2 – 2025 Fines & Fees
- 9) Executive session or Adjourn:

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 1/27/2025

- 1) **Call to order / Roll call.** At 6:30 PM the meeting was called to order by President Lyon in Colton City Hall. Council Members Bunjer, Foster, Hulscher, Nesheim, & Wochnick answered the roll call. Finance Officer Fraser was present for city staff. Mayor Bunde & Public Works Superintendent Pedersen were absent with cause.
- 2) **Approve agenda & minutes.**  
A motion was made by Wochnick and seconded by Hulscher to approve the meeting minutes and agendas from 12/9/2024, & 1/24/2025. Motion passed with all members voting aye.
- 3) **Public Time.**
- 4) **Public Hearing.**
- 5) **Reports/Other Business.**
  - A. Weston Blasius, with Banner Associates, discussed with the council change order no. 2 for the Colton phase 4 & 5 sanitary and storm sewer Improvements project. A motion to approve was made by Wochnick and seconded by Bunjer. Motion passed with all members voting aye.
  - B. Weston Blasius, with Banner Associates, discussed with the council Phase 4 & 5 Sanitary and Storm Sewer Improvements Pay Request No. 6 for Alliance. A motion to approve was made by Foster and seconded by Bunjer. Motion passed with all members voting aye.
  - C. Weston Blasius, with Banner Associates, discussed with the council 4th Street Roadway Improvements Design Update. The design phase will be completed this year. Bidding & construction will be completed next year.
  - D. Weston Blasius, with Banner Associates, discussed with the council updates on the Sioux Falls slurry seal bid and Wastewater Facility Plan Engineering Agreement. The slurry seal bid date will be 2/27/25. The council will look to approve the wastewater facility plan engineering agreement, along with a supplemental appropriations ordinance from the sewer fund at the next meeting.
  - E. The council discussed ideas for this year's ballpark sponsorship. The council would like to see the list of last year's sponsors and a copy of the sponsorship packet at the next meeting.
  - F. The council reviewed the quarterly activity and monthly hours for the Minnehaha County Sheriff's Office.
  - G. The council reviewed last year's total building permit valuation, of just over a million dollars.
  - H. Two special alcoholic beverage licenses for the Colton Fire Department were approved by a motion from Wochnick and seconded by Foster. Motion passed with all members voting aye.
  - I. The council discussed the payoff of drinking water loan 3 on 1/15/25. The council will review 2025 water/sewer rate increases at the next meeting.

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 1/27/2025

6) **Quotes.**

7) **Ordinances, resolutions, policies, motions:**

- A. A motion was made by Bunjer and seconded by Hulscher to approve December's claims. Motion passed with all members voting aye.
- B. Hulscher made a motion to appoint director Trevor Bunde, alternate director Jerrit Pedersen, and second alternate director Mikayla Fraser as representatives for the Dakota Mainstem Water Project. The motion was seconded by Foster. Motion passed with all members voting aye.
- C. Resolution #1 – 2025 Salaries was passed by a motion from Bunjer and seconded by Hulscher.
- D. Resolution #2 – 2025 Fines & Fees was tabled for the next meeting by a motion from Wochnick and seconded by Nesheim.

8) **Adjourn.**

- A. The meeting was adjourned at 8:26 PM by a motion made by Hulscher and seconded by Foster. Motion passed with all members voting aye.

Respectfully Submitted,

Mikayla Fraser  
Colton Finance Officer  
605-340-2052

Published:

Published once at the approximate cost of \$

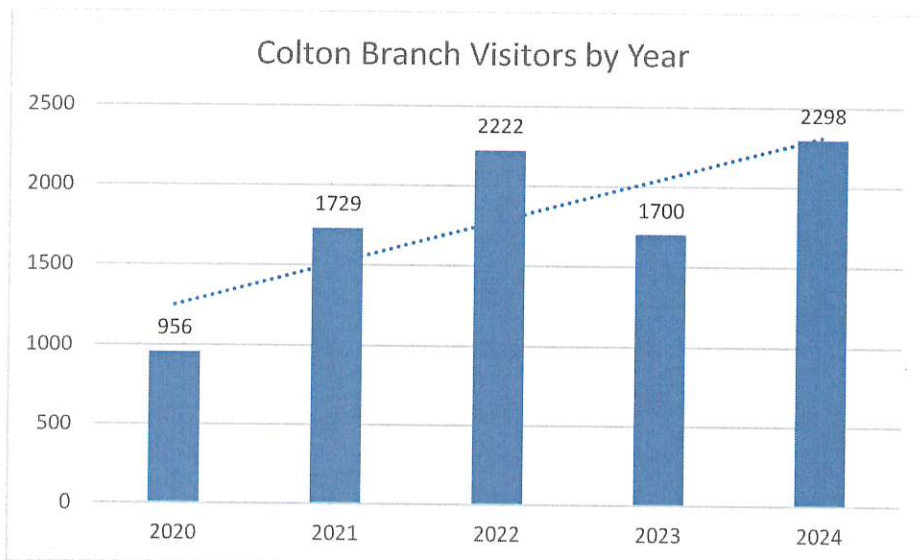
## MEMORANDUM

**DATE:** February 10, 2025

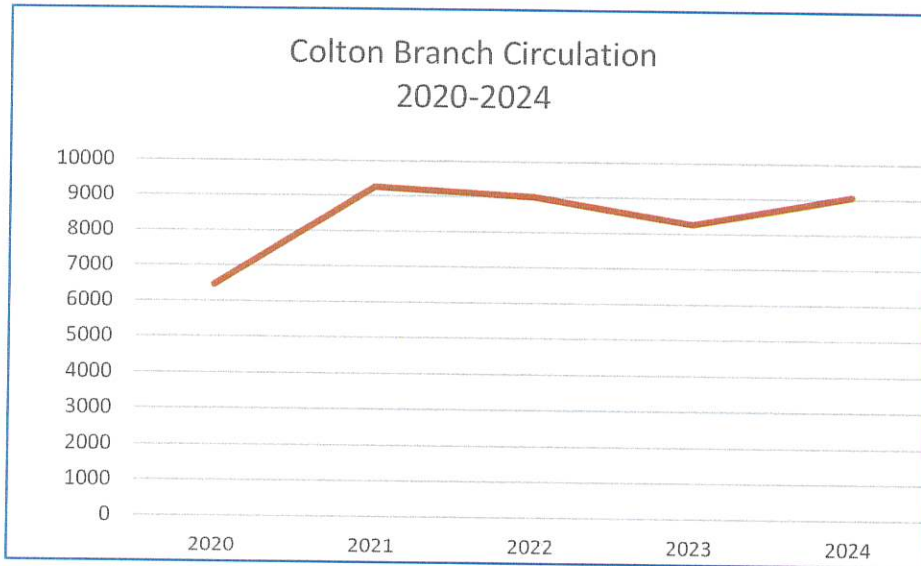
**TO:** Colton City Council

**SUBJECT:** Colton Branch Annual Update

### Visitors and Circulation



The Colton Branch increased the number of visitors to the branch 35.2% from the previous year. The increase is due to an increase in programming and the installation of Expanded access in 2024.



Circulation of items increased 9.8% in 2024 from 2023. This is similar to the trend at other branches of Siouxland Libraries. For Siouxland Libraries, circulation increased 2.3% for print materials and 24.6% for digital materials.

### Services, Events, and Outreach

In June, a new front door, badge readers, motion detectors, and an audio system were added to the branch. This allowed for the branch to offer Expanded Access. With an Expanded Access card, customers can access the branch from 8 am-9 pm Sunday through Monday. From September through December, this service was used 94 times. Staff continue to sign up customers for the service.

In November, new shelving was installed next to the self-checkout machine.

Library Associate Isabella Seaton delivered several popular programs for children in 2024, including a weekly storytime. In June, kids in grades K-5 attended programs on hot air balloons and bubble wands. In October, the branch hosted an open house with crafts and activities. The purpose of the open house was to register people for Expanded Access.



For outreach, staff served over 300 kids at the 2024 Colton Trunk or Treat. Over 70 kids and families attended the activities on the library lawn at the Colton Country Days. Isabella does a monthly stop to check out materials to the Colton Retirement Living Center residents.

### **Library Staff**

In March, Colton Branch welcomed a new Library Associate, Isabella Seaton. Isabella is from the Aberdeen area where she worked as a children's assistant at the K.O. Lee Public Library. She received her M.L.S. in December 2024. Hannah Hofer and Allison Jones continue to work part-time at the branch.

### **2025 Calendar**

Colton Branch will continue to offer programming for children and a Summer Reading Program beginning in May. Isabella is in Contact with the Tri-Valley FFA to get support for a special Farm Week Storytime in March. She plans to offer programming at the branch before the Colton Country Days parade and to take the bookmobile through the parade this year.



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February 5, 2025

Trevor Bunde  
City of Colton

Re: Engineering Services City of Colton 4<sup>th</sup> Street Sidewalk Improvements: P TAPR(57) PCN 09G6  
Schedule Modification Request

Dear Mr. Bunde:

Banner Associates is presenting this request for a modification to the engineering design services proposed schedule for the above reference project. This is a modification to the work order for engineering services signed by Banner Associates on 3/21/2024.

The following describes our proposed modifications:

Schedule of Services:

WORK ORDER COMPLETION DATE: ~~December 31, 2025~~ December 31, 2026

PROJECT SCHEDULE (Revised for 2026 Construction)

Notice to Proceed.....	February 15, 2025
Preliminary Plans (60%) Submittal .....	March 1, 2025
Environmental Review Completion .....	March 15, 2025
Submit construction plans for DOT/FHWA review .....	April 1, 2025
Submit construction plans for to bid letting for final QC/QA review....	May 1, 2025
Submit final construction plans to Bid Letting (Ready Date) .....	August 1, 2025
Work Order Expiration Date .....	December 31, 2026

If the requested modification above is acceptable to you, please provide signature on the acknowledgement and approval line below. If you have any questions or need additional information, please contact me at (855) 323-6342.

Sincerely,

Weston Blasius, PE  
Project Manager  
Banner Associates, Inc.

ACKNOWLEDGMENT OF ACCEPTANCE

Client: City of Colton

Name: \_\_\_\_\_





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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 BOD<sub>5</sub>, 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**



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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

- Meals at State Rates.
- Lodging at actual cost.
- Reimbursables:
 

Mileage.....	\$0.73/Mile
Photocopy .....	0.05/Copy
Black & White 11x17 Laser Prints.....	0.10/Sheet
- 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.

# Colton Patrol Hours

## January 2025

Patrol Hours

### Blue Days

BULLIS, MATTHEW	0.45
DUBBE, SCOTT	1.12
LARSON, MATTHEW	2.10
PATTERSON, JOSHUA	4.23
THORESON, JEFF	0.75

### Blue Nights

BARTSCHER, JOSHUA	1.15
FRANK, KATHERINE	3.15
MATSON, SPENCER	6.40
RICCI, KIEL	0.52
TIRREL, CHASE	5.05

### Yellow Days

BARTSCHER, JOSHUA	6.66
BURNS, JASON	1.33
FEDDERSEN, WAYNE	7.84
JASTRAM, MARK	1.50
LARSON, MATTHEW	1.00

### Yellow Nights

HODGES, SETH	1.00
KAISER, PATRICK	2.43
KERZMAN, DAWSON	5.17
KOMMES, SPENCER	1.00
WAHL, ALEXANDER	7.38

### Rover

MACDONALD, IAN	3.64
SULLIVAN, JAYDEN	1.82
WILLCOX, STEPHEN	0.95

<b>Contracted Hours</b>	<b>65.00</b>
<b>Total Hours for January</b>	<b>66.64</b>
<b>Over/Under</b>	<b>1.64</b>

**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

Disposition Code	Meaning	Case Number	Subject	Location	Date/Time
CITE	Ticket Issued; citation was issued	CFS25-024179	Disorderly Subjects	COLTON	2025-02-06 17:42:10
CR	Case Report; report was done for follow-up	CFS25-023037	Abdominal Pain P3	COLTON	2025-02-05 03:43:56
DR	Disregard	CFS25-023019	Unk Problem P3	COLTON	2025-02-05 01:50:48
EMS	EMS Form, medical form completed	CFS25-018268	Vandalism	COLTON	2025-01-29 08:24:08
FI	Field Investigation Card	CFS25-017160	Juvenile Delinquency	COLTON	2025-01-27 15:28:57
HI	Home Impound (Animal Control)	CFS25-016337	Unconsci/Faint P2	COLTON	2025-01-26 10:01:51
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				
S GLENN AVE	S GLENN AVE and W 4TH ST				
E 5TH ST	E 5TH ST and S PARK AVE				
E 5TH ST	E 5TH ST and S PARK AVE				
247 ST	247TH ST and 462ND AVE				
252ND ST	252ND ST and 464TH AVE				
S DAKOTA AVE	S DAKOTA AVE and E 2ND ST				

Date	Street Name	Cross Street	City	Call Type	CFS No.	CFS Dispo
2025-01-23 18:18:22	245TH ST	245TH ST and 462ND AVE	COLTON	Traffic Hazard	CFS25-014699	NAT; 1MP; 1SN
2025-01-23 07:32:05	249TH ST		COLTON	Accident	CFS25-014319	ACCR
2025-01-22 11:02:37	252ND ST	252ND ST and 464TH AVE	COLTON	911 Hang Up Landline/BUSN/VOIP	CFS25-013720	AUNF
2025-01-21 05:41:34	252ND ST		COLTON	Accident	CFS25-012839	ACCR
2025-01-20 19:15:35	S GLENN AVE	S GLENN AVE and W 3RD ST	COLTON	Suspicious Activity	CFS25-012674	NAT
2025-01-20 13:05:07	N PARK AVE	N PARK AVE and E 1ST ST	COLTON	Check Wellbeing	CFS25-012467	NAT
2025-01-17 13:04:36	465TH AVE	465TH AVE and 247TH ST	COLTON	Suspicious Vehicle	CFS25-010618	NAT
2025-01-12 16:48:31	250TH ST		COLTON	Stalled Vehicle	CFS25-007412	NAT
2025-01-11 21:23:41	E 6TH ST	E 6TH ST and S MINNESOTA AVE	COLTON	Suspicious Vehicle	CFS25-006980	NAT
2025-01-11 02:59:08	S MAIN AVE		COLTON	Suspicious Vehicle	CFS25-006444	NAT
2025-01-10 18:05:28	246TH ST		COLTON	Accident	CFS25-006222	ACCR; 1MP; 1SN
2025-01-09 09:16:19	250TH ST		COLTON	Accident	CFS25-005261	ACCR
2025-01-09 05:59:20	247TH ST		COLTON	Abandoned Vehicles	CFS25-005152	NAT; 1MP; 1SN



# MICHAELS FENCE & SUPPLY



3900 N. Potsdam Ave. ♦ Sioux Falls, SD 57104  
(605) 336-7886 Phone ♦ (605) 336-7594 Fax  
www.MichaelsFenceCompany.com

January 27, 2025

City of Colton  
PO Box 66  
Colton, SD 57018

RE: Pool Fence – North Expansion

## P R O P O S A L

We propose to provide materials, equipment and labor to install the following:

138' 6' High Commercial Grade Chain Link Fence

Chain Link Fabric..... 9 Gauge  
Top Rail..... 1-5/8" Sch.40 Pipe  
Line Posts..... 1-7/8" Sch.40 Pipe  
Corner Posts..... 2-7/8" Sch.40 Pipe

Cost..... \$ 4,480.00

Offer Good for 30 Days

*\*Project will be put in line to be scheduled once signed proposal/contract is received*  
*\*Owner to remove existing chain link fence*

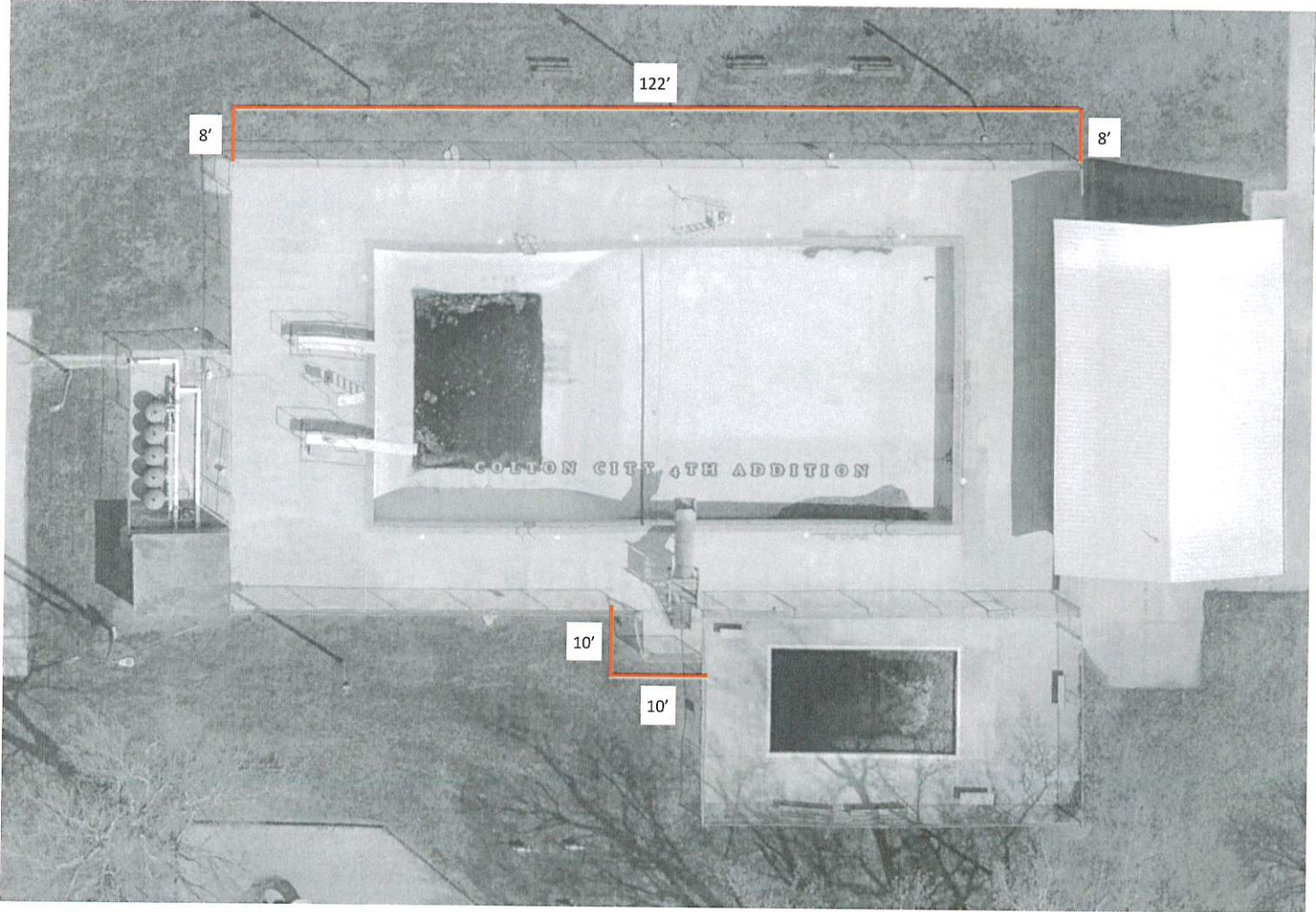
Sincerely,

A handwritten signature in black ink that reads "Corey Visscher". The signature is written in a cursive style.

Corey Visscher

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



# MICHAELS FENCE & SUPPLY



3900 N. Potsdam Ave. ♦ Sioux Falls, SD 57104  
(605) 336-7886 Phone ♦ (605) 336-7594 Fax  
[www.MichaelsFenceCompany.com](http://www.MichaelsFenceCompany.com)

January 27, 2025

City of Colton  
PO Box 66  
Colton, SD 57018

RE: Pool Fence – Slide Area Expansion

## P R O P O S A L

We propose to provide materials, equipment and labor to install the following:

20'      6' High Commercial Grade Chain Link Fence

Chain Link Fabric..... 9 Gauge  
Top Rail..... 1-5/8" Sch.40 Pipe  
Corner Posts..... 2-3/8" Sch.40 Pipe

Cost..... \$ 1,570.00

\*Deduct \$250.00 if work is done at some time as north expansion

Offer Good for 30 Days

*\*Project will be put in line to be scheduled once signed proposal/contract is received*

*\*Owner to remove existing chain link fence*

Sincerely,

A handwritten signature in black ink that reads "Corey Visscher". The signature is written in a cursive style with a large, sweeping "C" and "V".

Corey Visscher

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

# AMERICAN FENCE COMPANY



Omaha • Lincoln • Grand Island • Cedar Rapids • Des Moines • Sioux City • Sioux Falls • Rochester  
AmeriFence Corporation of Madison • AmeriFence Corporation of Kansas City

## FENCING & GATE PROPOSAL

Date: 1-24-25
Attn: Estimating Department
<b>Project: Colton Pool Expansion – Jerrit Pedersen – <a href="mailto:jerritpedersen.coltonsd@gmail.com">jerritpedersen.coltonsd@gmail.com</a> – 605-359-1442 Colton, SD 57018</b>
Scope: Fences & Gates <span style="float: right;"><i>Note: This scope of work is specific and limited to the following:</i></span>

<b>Project Scope Information:</b>
<ol style="list-style-type: none"><li>1. Remove and dispose of approx 122' of 6' galvanized chain link fence.</li><li>2. Provide and install approx 138' of 6' commercial galvanized chain link fence. All posts shall be set in a concrete footing.</li></ol>
<b>Project Pricing: \$5,966.00</b>
<ol style="list-style-type: none"><li>1. Remove and dispose of approx 21' of existing chain link fence.</li><li>2. Provide and install approx 21' of new 6' commercial galvanized chain link fence. This is for the slide surround.</li></ol>
<b>Project Pricing: \$1,526.00</b>
<i>If not listed herein, it is not included. Advise, prior to acceptance of required additional items.</i>

*Unless otherwise stated, pricing does not include excise tax, subject to change after 30 days of date of proposal. This proposal is not binding unless signature is affixed to page two. Do not sign and return this sheet without signed second page. A purchase order initiates your project engineering process and holds your material pricing for 30 days. If American Fence Company does not receive approval to proceed with purchasing within this 30 day period, project pricing is subject to review.*

Contact Information: Brady Graff – [b.graff@americafence.com](mailto:b.graff@americafence.com) – O: 605-368-9929 C: 605-261-2776  
47061 Charlotte Court, Sioux Falls, SD 57108

<b>Standard Notes &amp; Exclusions: Unless otherwise noted:</b>
1. One mobilization is included for the installation of the fence.
2. Block-out(s) in concrete / masonry for fence by others. No core drilling included. Sleeves required but not provided by AFC.
3. No surveying and/or staking included. Fence line to be staked by others.
4. Private utilities to be located by others in accordance with State's One Call System standards. In the event these utilities are damaged as a result of improper locating, AFC will not be responsible for damages and associated costs.
5. Fence line to be staked clear of utilities. No excavation included for digging within 18" of utilities but at additional expense. Hand excavation due to interference with utilities at \$35.00 per post hole.
6. No permits, bonds, dues, completed operations, or primary-none contributory included.
7. No project specific employee background, drug screen or DMV history included. Add \$65.00 per employee if required.
8. No removals, grading, grubbing, and/or demolition are included.
9. No electrical wire, wiring, grounding, conduit, connections, and/or initial electrical/controls set-up. Only after electrician has confirmed connections and operations, AFC will review installation.
10. AFC will not be subject to liquidated damages or back charges as a result of delays.
11. Material fabricated per plans. No field verification, engineering, delegated design included.
12. Accounts not paid within thirty days will be charged eighteen percent (18%) per annum. No retention to be withheld.
13. No prevailing, union or Davis – Bacon wages included.
14. No participation in billing processing programs, Textura. Participation fee to be added to contract if required.

### Terms and Conditions

By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company / AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. No retention to be withheld. If withheld without approval, the contract amount will be 5% more than what is shown on the proposal. Service and handling charge of 1.5% per month-18% per annum applies to delinquent accounts not paid within 5 days of completion. Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. may stake the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days. Customer acknowledges that this is page two of two and has received page one.

By signing below, I acknowledge and agree with all stated herein inclusive of both pages one and two of this proposal.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer invoicing email address: \_\_\_\_\_

City of Colton  
Ordinance No. 1 - 2025  
Supplemental appropriations ordinance

Be it ordained by the City of Colton that the following sum is supplementally appropriated to meet the obligations of the municipality for the fiscal year of 2025.

Section 1.			604
			Sewer
			<u>Fund</u>
Function	Dept.	Obj.	
432 Sanitation	432.1 Sanitary Admini	422 Professional Se	\$ 42,500.00
	Total Appropriations		<u>\$ 42,500.00</u>

Sources of Funding / Means of Finance

253.9 Unrestricted Net Position / Cash on Hand	\$ 10,000.00
38110 Sales - Sewer	<u>\$ 32,500.00</u>
Total Means of Finance	<u>\$ 32,500.00</u>

Section 2.

The Finance Officer is hereby directed to transfer the said amount and to show such action on the proper records of the City.

\_\_\_\_\_  
Trevor Bunde, Mayor

Attest:

(SEAL)

\_\_\_\_\_  
Mikayla Fraser, Finance Officer

First reading: 2/7/2025

Amendment:

Second reading:

Adopted & Passed:

Published:

Published once at the approximate cost: \$

Effective:

**City Claims February 2025**

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
SD 811	\$ 23.10	Mo, call before you dig
City of Sioux Falls	\$ 43.50	Qtr, water lab testing
Dell Rapids Ambulance Contribution	\$ 10,000.00	Annual per 2024 budget
Minnehaha County Sheriff	\$ 8,429.85	Qtr, 2nd Quarter 2025 payment
Health Pool of SD	\$ 950.66	Mo, FO health insurance
Dakota Mainstem water	\$ 3,180.00	Annual Dues
SDML	\$ 1,104.00	Annual dues
Badger water meters	\$ 94.01	Qtr, water meter service fees
Banner	\$ 21,519.50	Mo, 6th St storm sewer design/bid, plat review, 4th St roadway/utility improv
Alliance	\$ 6,406.26	One-time pay req #6
Napa	\$ 510.05	One-time charger for inverter for generator
Teamlab	\$ 668.00	Qtr, bacteria for lift station
Raztech	\$ 545.25	Mo, IT, website maitenance
Classic Corner	\$ 145.54	Mo, fuel
SD Dept of health	\$ 389.00	Qtr, water testing
Cortrust	\$ -	Mo, ACH Cash Mgnt fee, autopay
Cortrust	\$ 97.29	Mo, autopay Clover CC fees
Cortrust	\$ 12.30	Mo, NMI gateway CC processing fees, autopay
Cortrust Visa CC	\$ -	Mo, balance city CC's, autopay
Cortrust	\$ 3,630.80	Mo, MCCWater, autopay
Reliabank Visa CC	\$ 6,311.38	Mo, balance city CC's, autopay. USPS, 8X8, Microsoft, Formsite, Canva, Dollar General, Amazon, P & M Steel Company, Cummins Inc.
Reliabank	\$ 8,486.37	Mo, Payroll, Reliabank, direct deposit
Reliabank	\$ 2,571.90	Mo, Payroll Taxes 2024, IRS - EFTPS (Form 941)
Reliabank	\$ 87.50	Mo, Golden West landline/internet autopay
Reliabank	\$ 2,524.01	Mo, Sioux Valley Energy city electricity
Reliabank	\$ 1,063.52	Mo, SDRS
Reliabank	\$ 50.08	Mo, Udrive Text My Town
Reliabank	\$ 209.44	Mo, New Century Press, publication fees , autopay
Reliabank	\$ 155.80	Mo, Mid-American Energy, natural gas, autopay
<b>Total</b>	<b>\$ 79,209.11</b>	

## CITY OF COLTON

### RESOLUTION #2 - 2025 – 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
Dog or Cat License	\$ 5.00 per animal per year
Domestic Fowl/Waterfowl (EXCL. Chickens) License	\$ 5.00 per animal per year
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	\$ 5.00 per session – under 18 \$ 5.00 per adult session – 18 older
Swimming Pool Season Pass	\$ 50.00 single pass \$ 85.00 family pass (in household only)
Swimming Pool Party	\$ 180.00 – 2 Hours (2 lifeguards required)
Baseball Sponsorship Sign	\$ 150.00 - \$1500
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
<b>FINES</b>	
Animal Running At Large	\$ 50.00 for first offense each animal
Animal Disturbing the Peace	\$ 50.00 for each offense
No Collar with Rabies Tags	\$ 50.00 for each offense
Failure to License Dog or Cat	\$ 50.00 for each animal
Failure to License Domestic Fowl/Waterfowl (EXCL. Chickens)	\$ 50.00 each animal
Curfew Violation	\$ 100.00 for each offense
Solid Waste Disposal Site Violation	\$ 200.00 each offense
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 for each reconnection
Return Check Penalty	\$ 50.00 per item returned

BE IT RESOLVED the City of Colton hereby authorizes these fees and fines to take effect February 10th, 2025 and hereby designates these charges to be enforced and collected by the appropriate agency.

The foregoing resolution was introduced by \_\_\_\_\_ who moved for its passage and adoption; council member \_\_\_\_\_ seconded the motion. A roll call vote was taken with \_\_\_ members voting aye and \_\_\_ members voting nay and motion \_\_\_\_\_.

Whereupon Mayor Bunde 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 10<sup>th</sup> day of February, 2025.

\_\_\_\_\_  
Trevor Bunde  
Mayor

ATTEST:

\_\_\_\_\_  
Mikayla Fraser  
Municipal Finance Officer

Passed and Adopted  
Published

February 10th, 2025