

City of Colton City Council
Regular Monthly Meeting Agenda
Date: 11/10/2025 Time: 6:30 pm
Colton City Hall 309 E 4th St, Colton, SD, 57018

- 1) Call to order / Roll call:
- 2) _ Bunde _ Bunjer _ Evans _ Lyon _ Vande Voort _ Wochnick
 Pilker Pedersen
- 3) Outstanding City Business:
 - a. Approve today's agenda and October meeting minutes
 - b. Approve November claims
- 4) Public Time/Hearing(s):
 - a.
 - b.
- 5) Reports/Other business:
 - a. Patrick Glover - HB 1130 Election updates and recommendations
 - b. Banner
 - c. Minnehaha County Sheriff patrol hours and updated winter schedule and agreement
 - d. Colton Fire Department update
 - e. Ross - Parklane Pool - pressure test results
 - f. SBI review and recommended actions
 - g. Taopi Hall is reserved for December 8th City Council meeting - Citizens encouraged to attend for 4th Street construction project information.
 - h. City Hall closed November 11 for Veteran's Day and November 2 for Thanksgiving.
- 6) Quotes:
 - a. Locking file cabinet for City Ball
 - b. Street Roadway Lighting
 - c. # of keys to Baseball Field and who is charge of them
- 7) Ordinances, resolutions, policies, motions:
 - a. Motion to approve updated operating agreements for Library, TJz Bar & Restaurant, Classic Comer and Dollar General
 - b. Motion to approve Dollar General Alcohol Beverage License Renewal (\$500)
 - c. Ordinance 7.0901 - Golf Cart review and concerns of unlicensed drivers on streets
 - d. Motion to send a letter to engage Schoenfish for the 2024/2025 audit
 - e. Motion to approve 2024 completed Annual Report
 - f. Motion to approve International Code Book
- 8) Executive Session or Adjourn:

City of Colton City Council Regular Monthly Meeting Minutes, Date: 10/20/2025 at 6:30pm

1) **Call to order/ Roll call.** At 5:30 PM the meeting was called to order by Mayor Bunde in Colton City Hall. Council Members Evans, Lyon, Vande Voort and Wochnick answered the roll call with Bunjer arriving late. Finance Officer Pilker and Public Works Superintendent Pedersen were present for city staff.

2) **Outstanding City business.**

A motion was made by Evans and seconded by Vande Voort to approve today's agenda. Motion passed with all members voting aye. A motion was made by Vande Voort to approve the meeting minutes and agenda from September 8th, 15th and 29th. Motion passed with all members voting aye. A motion was made by Wochnick and seconded by Evans to approve October Claims. Motion passed with all members voting aye.

1) **Public lime.**

Jerrit Pedersen reported for the Fire Department. They had 2 EMS calls, 1 cornfield fire and had the opportunity to work with kids at the School and Library for fire prevention awareness.

Heather Bunde with the Tri-Valley Baseball Association phoned in with a donation of \$3000.00 to the City of Colton for the big field baseball fence project.

Jerrit Pedersen updated the council on change with Michaels Fence quote - with additional 4-foot gate cost would be \$24,540.00.

2) **Reports/Other Business.**

- A. Weston Blasius, with Banner Associates, discussed with the council the Colton 5th addition with no action over the last month. Charles and 5th St grading work and removal of failed culvert will be completed by 1st Rate Excavate. Contractors completed work in August on the slurry seal project, awaiting the invoice for approval of quantities.
- B. Weston Blasius, with Banner Associates, discussed 4th St roadway and utility improvements. Project schedule will be ready for Bid Letting by December 1, 2025. An invitation to the public to attend the December 8th meeting at Taopi Hall will be posted to allow questions and discussion on the 4th St project.
- C. Lighting replacement of 9 light poles needs to be decided. Evans and Lyon will bring ideas to be voted on during the December meeting.
- D. Weston Blasius, with Banner Associates, discussed the tree removal in the alley behind the Beauty Bar to prepare for access to business during the 4th St project - City received a quote of \$5000.00 for removal. Council approved tree removal.
- E. Weston Blasius, with Banner Associates, discussed with the council on whether to install sidewalk drains for future roof drain systems for current 4th St businesses. Council denied sidewalk drains for future roof drain systems, approved 1 sidewalk drain for existing drain tile already in place.
- F. Weston Blasius, with Banner Associates, discussed with the council the sidewalks at the SW corner of 4th and Dakota and the NW corner of 4th and Minnesota. Council input was given for slope and direction of sidewalk opening to street.
- G. A motion was made by Wochnick and seconded by Vande Voort to approve pay request #3 of \$77,780.70 for the Sherman Ave and 4th St sanitary improvements. Motion passed with all members voting aye.
- H. The council reviewed the monthly and quarterly activity and hours for the Minnehaha County Sheriff's Office.
- I. Colton public water system testing results were reviewed - system is in compliance.
- J. The council discussed making sure applications for funding or donations get sent out ahead of time to plan for budget. Finance Officer will be responsible for sending letter out with a return date.

- K. Discussion on updating operating agreements for TJz Bar & Restaurant, Classic Corner, Dollar General was moved to the Nov. meeting.
- L. Council discussed letter from the Attorney General on the daily fine the City is incurring as a result of the incomplete 2022/2023 audit. Fine is \$10.00 a day.

3) Quotes.

- A. The council was informed that the dust control quote from Bumblebee-Gibson Inc is part of a change order and will need approval at the next meeting on October 22nd.
- B. The council reviewed the quote from Natara Pools for a membrane lining system. The council would like to explore a quote from Parklane as well.
- C. The council reviewed the need for signs at the park and ball fields. Signs will be ordered through Pheasantland.

4) Ordinances, resolutions, policies, motions:

- A. A motion was made by Lyon and seconded by Bunjer to approve Schoenfish compilation of the 2024 Annual Report. Motion passed with all members voting aye.
- B. The council reviewed the 2025 liquor license renewals for Classic Corner (\$500), and TJz Bar & Restaurant (\$1500). A motion to approve was made by Vande Voort and seconded by Wochnick. Motion passed with all members voting aye.
- C. The council acknowledged the 2026 Tax Levy Certification was filed with the Minnehaha County Auditor.
- D. A motion was made by Evans and seconded by Vande Voort to approve the adoption of Ordinance No. 1-2025 for the fiscal year 2026 budget.

5) Adjourn.

- A. The meeting was adjourned at 8:59pm by a motion made by Wochnick and seconded by Lyon. Motion passed with all members voting aye.

City of Colton City Council Special Meeting Minutes, Date:10/22/25 at 6:30pm

Call to Order/ Roll call: At 6:00pm, the meeting was called to order by Council Julie Lyon in Colton City Hall. Council Members Bunjer, Evans, and Van de Voort answered roll call, with Mayor Bunde, Wochnick and Public Works Superintendent joining by phone. Finance Officer Pilker was also present.

- 1) A special meeting to approve the 6th and Charles St repair with the removal of the failed gutter and installation of a gutter valley was called.
- 2) A motion was made by Wochnick and seconded by Bunjer to approve a bid proposal for completion of drainage improvements at the intersection of 6th St and Charles Ave. The total price proposed for this work will be \$39,857.00. Work will begin yet this fall. Motion passed with all members voting aye.
- 3) Adjournment: The meeting was adjourned at 6:30pm with a motion made by Evans and seconded by Vande Voort. Motion passed with all members voting aye.



11-10-25

Dawn Pilker
City of Colton Finance Officer

Date

Trevor Bunde
City of Colton Mayor

City Claims November 2025

Vendor	Amount	Description
A-OX Welding Supply	\$ 60.50	S CYL lease 1 year, admin compliance
Badger Meter	\$ 164.34	Water meter service fees
Banner	\$ 12,672.85	Mo - Inv: 45692
City of Sioux Falls Landfill	\$ 228.40	Colton Clean Up Day - mattresses & box springs
Classic Corner	\$ 199.75	Mo - City Vehicle Fuel
Cortrust	\$ 98.38	Mo, NMI gateway CC processing fees
Dollar General	\$ 29.85	August Charge
GeoTek	\$ 250.00	Earthwork test/inspection
Golden West	\$ 166.05	Mo - Telecommunication, Internet Services
MC & R Pools, Inc,	\$ 4,679.00	Pool Repair, Lab tests and parts
Meierhenry Sargent LLP	\$ 10,897.48	PRN - Attorney Fees Closing of Bonds for CW-05, DW-05
Mid-American Energy	\$ 47.25	Mo, Natural Gas
Minnehaha Community Water Corp	\$ 5,202.55	Mo, City Water
Minnehaha County Sheriff	\$ 8,429.85	3rd Quarter that was due before July 1
New Century Press	\$ 451.79	Mo, The Minnehaha Messenger, publication fees
Parklane Pool Company	\$ 894.99	Pressure Testing
Raztech	\$ 581.25	Mo, IT - website maitenance
RBS Sanitation Inc	\$ 1,477.98	Colton Clean up day
Rota-Rooter	\$ 1,980.00	clean lift station, 2 storm boxes and 50' culvert
Reliabank	\$ 10,117.27	Mo, Payroll 22, 10, 23
Reliabank	\$ 2,960.24	Mo, Payroll Taxes 2024, IRS - EFTPS (Form 941)
Reliabank	\$ 1,627.20	Mo, SDRS
Reliabank Visa CC	\$ 1,363.27	Mo, City CC's
Schoenfish & Co., Inc.	\$ 5,000.00	Completion of 2024 Annual Report
SD811	\$ 15.75	Mo, Invoice #SD25-02590 Call Before you Dig
Sioux Valley Energy	\$ 2,656.65	Mo, City Electricity
Udrive Technology	\$ 50.24	Mo, Quickbooks
Wealth Mgmt TFR (CW/DW)	\$ 36,430.78	Qt, CW-03, CW-04, DW-04
Total	\$ 108,733.66	

Reliabank Pool CD	\$ 36,225.04	9/26/25 Balance
Reliabank	\$ 760,637.38	11/01/25 Balance
CorTrust Bank	\$ 1,231,081.44	11/01/2025 Balance



South Dakota Secretary of State

Monae L. Johnson
Secretary of State

Thomas J. Deadrick
Deputy Secretary of State

October 27, 2025

Dear Auditors, Business Managers and Finance Officers-

The SOS office spent hours upon hours reading and analyzing HB 1130 with little success. As a further measure we asked for an Attorney General's Opinion which was denied on the basis that implementation or enforcement of HB 1130 could end up in litigation. We agree, as the bill may have problems.

As you all know, there have been two meetings between the SOS office, municipalities, schools, and counties. The result of those two meetings was to put forth the questions, but unfortunately unanimity of answers was lacking. The lack of unanimity is not the fault of the attendees or their constituents, but it is due to the lack of clarity of HB 1130 and its unintended consequences.

Guidance is certainly needed. Each entity involved in the implementation of HB 1130 may need the advice of their counsel. At the same time, the SOS office is being asked for guidance, and we are providing such in this paper. Unfortunately, there will be little if any black letter law.

DATE OF THE ELECTION

It is clear that in even number years municipalities, and schools will hold their election either on the June primary or the November general election. In odd numbered years, the dates are either the first Tuesday after the first Monday in June or the first Tuesday after the first Monday in November. (SDCL 9-13-1)

ODD NUMBERED YEARS

In odd numbered years a municipality may choose to hold their election on the same date as a school district and vice versa. (SDCL 9-13-1.1) Both entities must agree. It is unclear, but the SOS believes the best interpretation is that in the above-described case, there would be one ballot listing all the contests for both the school and the municipality. Location of polling places might be a problem and at the moment, the SOS has no guidance as to the location of polling places, but the SOS is confident those who are having one election will do so only if the location of polling places is not problematic for voters.

If there is one ballot the costs of the election are to be worked out and agreed upon by the cooperating entities. If the cost allocation cannot be agreed upon then each entity should hold their own election.

EVEN NUMBERED YEARS

Now the fun begins. In even numbered years the SOS believes the best interpretation (which is not necessarily the intent of the legislation but is the best interpretation) is that the counties, schools, and municipalities each have all their contests listed on one ballot. In other words, if a voter is voting for a school board candidate, that

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South Dakota Secretary of State

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Secretary of State

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Deputy Secretary of State

same ballot would also have their municipal election, along with all the contests normally associated with a primary election conducted by the county auditor. This however is not practical for each jurisdiction and is not the only interpretation of HB 1130. The downside of this interpretation is the possibility of increasing costs, especially the costs of optical scan ballots vs. paper ballots. There could also be numerous (we're talking dozens here) ballot styles and a heightened risk of human error in handing out the wrong ballot style to a voter.

There is also the question of challenges in that the municipal and school challenge laws are not the same as the challenge laws for a county ballot. The extent to which each jurisdiction's challenge laws apply should be determined by your legal counsel.

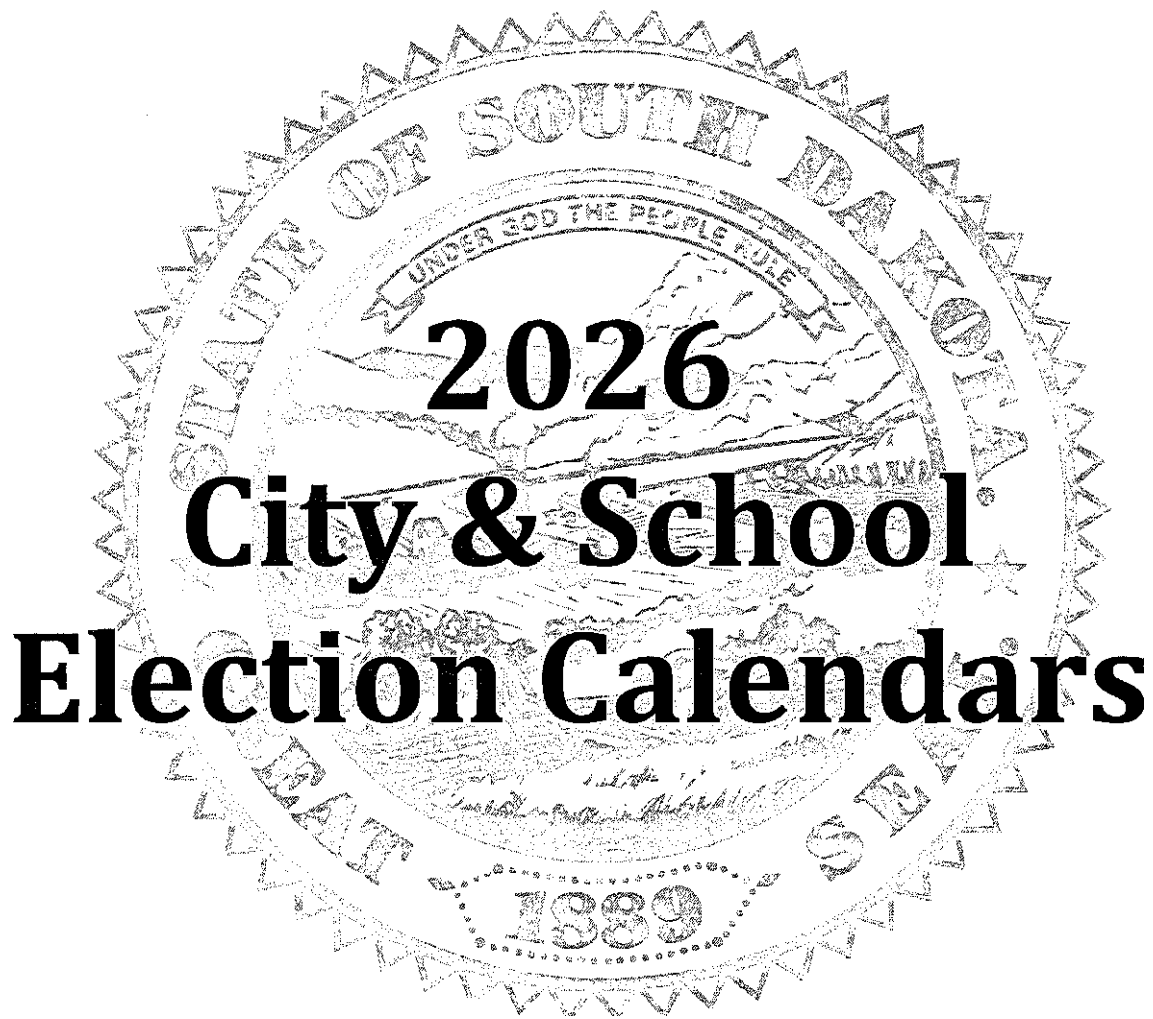
If there is one election and one ballot that encompasses all three jurisdictions, there is the allocation of costs which must be agreed upon. If the cost allocation cannot be agreed upon, the ultimate resolution may be in the hands of a judge.

In the alternative, HB 1130 may also be interpreted to allow for counties, schools, and municipalities to each hold their own election at their own polling locations (which may or may not coincide). This is not practical for many jurisdictions and could seriously inconvenience voters if in a worst-case scenario, the voter is required to vote three ballots in three different locations in order to participate in each election. This is the worst-case scenario.

Another scenario would be the three different elections being held at the same polling locations which would necessitate the voter receiving as many ballots as there are jurisdictions having contests. This scenario would likely lead to some voter dissatisfaction. It does however remove the confusion surrounding challenges.

The canvassing process is for each of the involved parties to discuss and should be conducted in accordance with what they decide. It would be reasonable to decide that there should be either a combined canvassing board or separate canvassing boards for each.

We appreciate your patience as we tried to come up with solutions that would help you all.



Monae L. Johnson

South Dakota Secretary of State

Division of Elections
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Pierre, SD 57501 • (605) 773-3537
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Last Updated: October 24, 2025

2026 City & School Combined Election Calendar	June 2, 2026 -- Primary Election --	November 3, 2026 -- General Election --
Deadline for the governing body to establish an election date (SDCL 9-13-1; 13-7-10).	Cities: January 14th Schools: First regular meeting in January	Cities: January 14th Schools: First regular meeting in January
Publish notice of vacancies and the time and place of filing petitions (SDCL 9-13-6; 13-7-5). Note: Must be published at least once each week for two consecutive weeks.	Between December 15th & December 30th	Between May 15th & May 30th
Earliest date for a candidate to sign the declaration of candidacy, begin petition circulation, and file a petition (SDCL 9-13-9; 13-7-6).	February 2nd	July 3rd
Deadline for a candidate to file nominating petitions or to withdraw their name from the ballot (SDCL 9-13-7; 9-13-37; 13-7-6).	March 24th	August 25th
Deadline for candidate names and ballot language to be certified to the county auditor (SDCL 9-13-37; 13-7-10.3).	March 26th	August 27th
Deadline for candidates in first-class municipalities and school districts with >2,000 students to file a Candidate Financial Interest Statement (SDCL 12-25-30). Note: Must be filed within fifteen days of the candidate filing their nominating petition.	April 8th	September 9th
First day of absentee voting (SDCL 12-19-1.2). Note: Yellow sample ballots must be made available to voters when absentee voting begins.	April 17th	September 18th
Publish notices for the voter registration deadline (SDCL 12-4-5.2). Note: Must be published at least once each week for two consecutive weeks.	Between April 26th & May 8th	Between September 27th & October 9th
Publish notices of election (SDCL 9-13-13; 13-7-8). Note: Must be published at least once each week for two consecutive weeks.	Between May 10th & May 23rd	Between October 11th & October 24th
Deadline for voter registration (SDCL 12-4-5).	May 18th	October 19th
Publish facsimile ballot (SDCL 9-13-13; 13-7-8). Note: Must be published between Monday and Saturday during the week prior to the election.	Between May 25th & May 30th	Between October 26th & October 31st
ELECTION DAY! (SDCL 9-13-1; 13-7-10)	June 2nd	November 3rd
Deadline for official canvass (SDCL 9-13-24; 13-7-18).	Cities: June 9th Schools: Next regular meeting after election	Cities: November 10th Schools: Next regular meeting after election

2026 City & School Uncombined Election Calendar	June 2, 2026 -- Primary Election --	November 3, 2026 -- General Election --
Deadline for the governing body to establish an election date {SDCL 9-13-1; 13-7-10}.	Cities: January 14th Schools: First regular meeting in January	Cities: January 14th Schools: First regular meeting in January
Publish notice of vacancies and the time and place of filing petitions {SDCL 9-13-6; 13-7-5}. Note: Must be published at least once each week for two consecutive weeks.	Between December 15th & December 30th	Between May 15th & May 30th
Earliest date for a candidate to sign the declaration of candidacy, begin petition circulation, and file a petition {SDCL 9-13-9; 13-7-6}.	February 2nd	July 3rd
Deadline for a candidate to file nominating petitions or to withdraw their name from the ballot (SDCL 9-13-7; 9-13-37; 13-7-6).	March 24th	August 25th
Deadline for candidates in first-class municipalities and school districts with >2,000 students to file a Candidate Financial Interest Statement (SDCL 12-25-30). Note: Must be filed within fifteen days of the candidate filing their nominating petition.	April 8th	September 9th
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ELECTION DAY! (SDCL 9-13-1; 13-7-10)	June 2nd	November 3rd
Deadline for official canvass (SDCL 9-13-24; 13-7-18).	Cities: June 9th Schools: Next regular meeting after election	Cities: November 10th Schools: Next regular meeting after election

City Election Notes

Oaths of Office: There is nothing that outlines the form/wording of an oath of office. Please work with your city's attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference SDCL 9-14-5 for the process of qualifying for office.

Notices: Please keep holidays in mind when planning notices, as newspaper publication schedules may be affected. Always make sure to get confirmation from your local newspaper that they have received the required notice, that they plan to publish the notice, and-after theplanned date of publication-that they actually published the notice.

Missed Election Notices: We encourage any city that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your city's attorney if you miss a notice.

Petitions: To check the registration status of the candidate and petition signers (this is required by law), per ARSD 5:02:08:00 and 5:02:08:00.01, go to: <http://cityandschoollookup.sd.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's office (Elections@state.sd.us or 605-773-3537) and one will be provided to you.

First Class Municipalities: Aberdeen, Belle Fourche, Box Elder, Brandon, Brookings, Harrisburg, Huron, Madison, Mitchell, Pierre, Rapid City, Sioux Falls, Spearfish, Sturgis, Tea, Vermillion, Watertown and Yankton.

Home Rule Municipalities: Aberdeen, Beresford, Brookings, Elk Point, Faith, Ft. Pierre, Pierre, Sioux Falls, Springfield and Watertown.

Contact the Secretary of State's office with any questions at Elections@state.sd.us or 605-773-3537. Additional election information can be found at: <https://sdsos.gov>.

School Election Notes

Election Results: Certified election results must be published in the school board's minutes within sixty days for the canvass of the election (SDCL 13-7-30 and 13-7-31).

Oaths of Office: There is nothing that outlines the form/wording of an oath of office. Please work with your school district's attorney to write the oath. Also, there is nothing that clearly guides you as to when your officials must take the oath. Work with your attorney regarding this. Reference SDCL 13-8-4 for the process of qualifying for office.

Notices: Please keep holidays in mind when planning notices, as newspaper publication schedules may be affected. Always make sure to get confirmation from your local newspaper that they have received the required notice, thatthey plan to publish the notice, and-after theplanned date of publication-that they actually published the notice.

Missed Election Notices: We encourage any school that misses a publication to get it published and post the notice around their jurisdiction. The notice would still be considered late, and the election could still be challenged. Contact your school district's attorney if you miss a notice,

Petitions: To check the registration status of the candidate and petition signers (this is required by law), per ARSD 5:02:08:00 and 5:02:08:00.01, go to: <http://cityandschoollookup.sdsos.gov/Login.aspx>. If you forgot your username and password, or never had one, contact the Secretary of State's office (Elections@state.sd.us or 605-773-3537) sand one will be provided to you.

Contact the Secretary of State's office with any questions at Elections@state.sd.us or 605-773-3537. Additional election information can be found at: <https://sdsos.gov>.

General Notes

Counties, cities, and schools that are looking to combine their elections in 2026 will need to produce a written agreement detailing how expenses and responsibilities will be split, as well as how other issues will be handled.

Please consider the following (this is *not* an exhaustive list):

1. How will costs be split?
2. Will all jurisdictions print in the same paper, and who will be responsible for the publications?
3. Who will be responsible for recruiting election workers?
4. Who will be responsible for providing election materials?
5. Where will voting take place?
6. How will absentee voting be handled?
7. What will happen if all jurisdictions agree to combine, but one does not need to have an election after petitions are filed?

Negotiations **will** need to begin early since cities and schools may have to publish vacancy notices in December, even before the election date is officially established.

OFFICIAL SOUTH DAKOTA STATE HOLIDAYS-2026(SDCL <u>1-5-1</u>)	
January 1	New Year's Day
January 19	Martin Luther King, Jr. Day
February 16	Presidents' Day
May 25	Memorial Day
June 19	Juneteenth
July 4	Independence Day
September 7	Labor Day
October 12	Native Americans' Day
November 11	Veterans' Day
November 26	Thanksgiving Day
December 25	Christmas Day



ENGINEERING REPORT

TO	Colton, SD
DATE	November 10, 2025
SUBJECT	Monthly Engineering Report- November 10 th Council Meeting

General Engineering - 22405.00 (Project Manager -Weston Blasius)

- Colton 6th Addition- Development Plan Review
 - o No action over the past month regarding the east development
- Infrastructure Improvements Plan - Banner Proposal
 - o Banner is setting up the project files for preparation of figures for determination of priority
- Street Slurry Seal Project
 - o Contractor completed work in August, we are awaiting the invoice for approval of quantities.
- 6th Street Drainage Improvements
 - o First Rate beginning work on 11/10

Council Action for Consideration: None

Colton 4th St Roadway and Utility Improvements - 24327.00 (Project Manager -Weston Blasius)

Project Summary:

- This project consists of sanitary sewer and watermain utility replacement, reconstruction of the roadway section and replacement of sidewalk on 4th St from Charles Ave to Minnesota Ave. This project is funded by the Community Access Grant, the Transportation Alternatives Program, ARPA, State Revolving Fund and local reserve funds.

Project Status:

- Sanitary Sewer Installation on Sherman Ave and 4th St
 - o Construction Completed on this contract
- 4th St Roadway and Utility Improvements
 - o 90% design completed on roadway
 - o Final Plans Submitted for DOT/FHWA Review on 11/10/2025

Project Schedule:

- Preliminary Plan Submittal to SDDOT -August 15, 2025
- Plan Submittal to DOT/FHWA and DANR for review-October31, 2025 (Submitted Nov..10th)
- Ready for Bid Letting: December 1, 2025 (Anticipating submittal will be mid-December)

Council Action for Consideration:

1. Sherman Ave and 4th Street Change Order No. 2- Pipe Reducer and Dust Control
2. Sherman Ave and 4th Street Change Order No. 3- Final Adjustment of Quantities
3. Sherman Ave and 4th Street Pay Application No. 4
4. 4th Street Improvements - Tree Removal at the northeast corner of Charles and 4th St
5. 4th Street Improvements - Discussion on lighting



Colton WW facility Plan - 24439.00 (Project Manager Tanya Miller)

Project Summary:

- Complete a comprehensive Wastewater Facility Planning document to evaluate existing conditions of the City's wastewater facilities and provide recommendations for improvements.

Project Status:

- Banner presented to the Council at the September 8th council meeting.
- Banner received breakout of sanitary sewer rates from DANR and is incorporating into the final report.

Project Schedule:

- Evaluation of Alternatives -June - August 2025
- Submit Draft Facility Plan for Review-September 19, 2025
- Submit Final Facility Plan and Present Findings to Council-September 2025
- Submit Final Facility Plan to DANR- December 2025

Council Action for Consideration: None

Colton Phase 4 and 5 ww & Storm Sewer Improvements - 23872.00 (Project Manager-WestonBlasius)

Project Summary:

- This project consisted of sanitary sewer replacement, sanitary sewer rehabilitation of manholes, sanitary sewer cast-in-place pipe and storm sewer improvements.

Project Status:

- The contractor has addressed all punch list items.
- Weed control was completed on 10/23.

Project Schedule:

- Anticipating final pay request at the December 8th meeting.
- Banner to provide the city with all close-out documents once the project is completed.

Council Action for Consideration:None

Submitted By: Weston J. Blasius

Banner Associates, Inc.

Tel | 605.692.6342 TollFree | 1.855.323.6342

www.bannerassociates.com

CHANGE ORDER NO.: I

Owner:	City of Colton	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc	Engineer's Project No.:	24327.00
Contractor:	Underground Connections, LLC	Contractor's Project No.:	NA
Project:	Colton Phase 4 & 5 Sherman Avenue and 4th Street Sanitary Sewer Improvements		
Contract Name:	Colton Phase 4 & 5 Sherman Avenue and 4th Street Sanitary Sewer Improvements		
Date Issued:	11/7/2025	Effective Date of Change Order:	11/10/2025

The Contract is modified as follows upon execution of this Change Order:

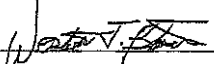
Description:

Final Adjustment of Quantities

Attachments:

Adjustment of Quantities Breakout

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 198,902.25	Original Contract Times: Substantial Completion: <u>May 31, 2025</u> Ready for final payment: <u>June 15, 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: \$ 2,602.09	[Increase] [Decrease] from previously approved Change Orders No.1 to No. NA: Substantial Completion: <u>September 19, 2025</u> Ready for final payment: <u>October 1, 2025</u>
Contract Price prior to this Change Order: \$ 201,504.34	Contract Times prior to this Change Order: Substantial Completion: <u>September 19, 2025</u> Ready for final payment: <u>October 1, 2025</u>
[Increase] [Decrease] this Change Order: \$ (8,600.50)	[Increase] [Decrease] this Change Order: Substantial Completion: <u>September 19, 2025</u> Ready for final payment: <u>October 1, 2025</u>
Contract Price incorporating this Change Order: \$ 192,903.84	Contract Times with all approved Change Orders: Substantial Completion: <u>September 19, 2025</u> Ready for final payment: <u>October 1, 2025</u>

<p align="center">Recommended by Engineer (if required)</p> <p>By: <u></u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>11/7/2025</u></p> <p><u>Authorized by Owner</u></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p align="center">Authorized by Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><u>Approved by Funding Agency (if applicable)</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
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Change Order No. 3 - Adjustment of Quantities Breakout

Additions

A BidItem 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 (J/ F) (%)	L Balance to Finish (F - J) (\$)
		Item Quantity	Units	E Unit Price (\$)	F Value of Bid Item (CXE) (\$)	Additional Quantity Incorporated in the Work	H Value of Work Completed to Date (EXG) (\$)				
Original Contract											
7	Placing Contract Furnished Topsoil	2	CY	\$3,000	60.00	2.00	60.00		60.00	100%	
21	Imposed Trench Backfill Material	15	Ton	\$2,000	292.00	14.60	292.00		292.00	100%	
Total Contract Additions					\$352.00		\$352.00		\$352.00	100%	\$0.00

Deductions

A BidItem No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (CXE) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Reduced (EXG) (\$)	I Materials Currently Stored (not in G) (\$)	J Value of Work Reduced and Materials Stored to Date {H+I} (\$)	K % of Value of Item (J/ F) (%)	L Balance to Finish (F - J) (\$)
J0	Temporary Vehicle Traffic Control	12	Each	\$1,000.00	(2,000.00)	(2.00)	(2,000.00)		(2,000.00)	100%	
11	Concrete Washout Area	1	Each	\$750.00	(750.00)	(1.00)	(750.00)		(750.00)	100%	
12	Sweeping	14	Hr	5100.00	(800.00)	(4.00)	(800.00)		(800.00)	100%	
19	Saw Existing Concrete	137	LF	\$10.00	(370.00)	(37.00)	(370.00)		(370.00)	100%	
20	Pipe Foundation Material	160	Ton	\$30.00	(1,800.00)	(60.00)	(1,800.00)		(1,800.00)	100%	
22	Exploratory Excavation	14	Hour	5500.00	(2,000.00)	(4.00)	(2,000.00)		(2,000.00)	100%	-
24	Verify Utility	11	Each	5350.00	(350.00)	(1.00)	(350.00)		(350.00)	100%	
26	Compaction - Moisture Density Tests	12	Each	\$250.00	(500.00)	(2.00)	(500.00)		(500.00)	100%	
28	4" Sanitary Sewer Pipe	11	LF	\$35.00	(35.00)	(1.00)	(35.00)		(35.00)	100%	
38	Base Course	14	Ton	\$5.00	(347.50)	(13.90)	(347.50)		(347.50)	100%	
Total Contract Deductions					-\$8,952.50		-\$8,952.50		-\$8,952.50	100%	\$0.00
Net Contract Adjustment =					-\$8,600.50		-\$8,600.50		-\$8,600.50		\$0.00

BANNER

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

November 10, 2025

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

RE: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Dear Mr. Bunde:

Underground Connections, LLC has submitted Pay Request No. 4 for the Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements Project. This pay request is for work completed through the period of 10/16/2025 to 11/7/2025.

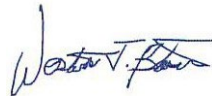
Banner has reviewed the pay request and recommends payment in the amount of \$9,515.09. The balance remaining after Pay Request No. 4 is \$18,115.59.

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

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$9,515.09	\$180,786.66
Total	\$9,515.09	\$180,786.66

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

Sincerely,



Weston J. Blasius
Banner Associates, Inc.

Cc: City of Colton - Dawn Pilker, Trevor Bunde, Jerrit Pedersen - Email

DANR - Bailey McTigue - Email

SECOG - Sean Hegyi - Email

Banner Associates - Spencer Gilk - Email

Banner File - F:\24327-00\Construction Phase\Pay Request\Sherman Ave and 4th St Sanitary Pay Request No. 4.pdf

Contractor's Application for Payment

Owner: <u>City of Colton</u>	Owner's Project No.: <u>NA</u>
Engineer: <u>Banner Associates, Inc.</u>	Engineer's Project No.: <u>24327.00</u>
Contractor: <u>Underground Connections, LLC</u>	Contractor's Project No.: <u>NA</u>
Project: <u>Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
Contract: <u>Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
Application No.: <u>4</u>	Application Date: <u>11/10/2025</u>
Application Period: From <u>10/16/2025</u> to <u>11/7/2025</u>	

1. Original Contract Price	\$	198,902.25
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	198,902.25
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	190,301.75
5. Retainage		
a. <u>5%</u> X \$ <u>190,301.75</u> Work Completed=	\$	<u>9,515.09</u>
b. X \$ <u>-</u> Stored Materials=	\$	<u>-</u>
c. Total Retainage (Line 5.a + Line 5.b)	\$	<u>9,515.09</u>
6. Amount eligible to date (Line 4 - Line 5.c)	\$	<u>180,786.66</u>
7. Less previous payments (Line 6 from prior application)	\$	<u>171,271.57</u>
8. Amount due this application	\$	<u>9,515.09</u>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	<u>18,115.59</u>

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: Underground Connections, LLC - John Peters

Signature:  **Date:** 11/7/2025

Recommended by Engineer	Approved by Owner
By: 	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>11/10/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

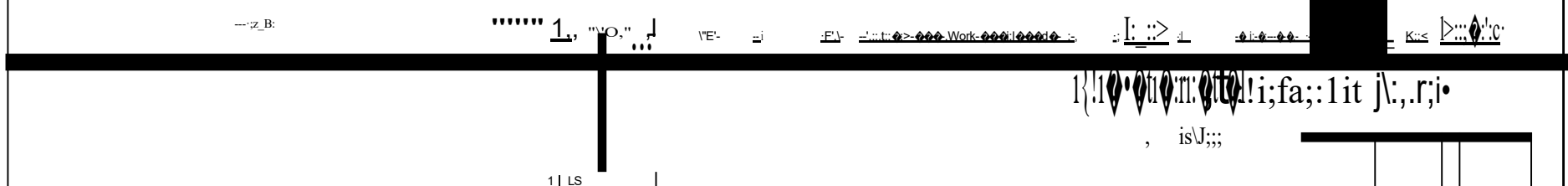
Proress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Cit_of Colton
 Engineer: Banner Associates! Inc.
 Contractor: Underground Connections, LLC
 Project: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements
 Contract: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Owner's Project No.: NA
 Engineer's Project No.: 24327.00
 Contractor's Project No.: NA

Applkation No.: 4 Application Period: From 10/16/25 to 11/07/25 on Date: 11/10/25



Item No.	Description	Unit	Quantity	Unit Price	Total Price	Quantity Paid	Unit Price	Total Price Paid	Percentage Paid	Remaining
1	Traffic Control Signs	LS	136.5	\$4.50	614.25	136.50	614.25	614.25	100%	
3	Traffic Control, Miscellaneous	Each	1	\$3,685.00	3,685.00	1.00	3,685.00	3,685.00	100%	
4	Type 2 Barricade	Each	4	\$44.00	176.00	4.00	176.00	176.00	100%	
5	Type 3 Barricade, 6' Double Sided	Each	5	\$132.00	660.00	5.00	660.00	660.00	100%	
6	Type 3 Barricade, 8' Double Sided	Each	13	\$132.00	1,716.00	13.00	1,716.00	1,716.00	100%	
7	Placing Contractor Fumigated Topsoil	CY	2	\$30.00	60.00	4.00	120.00	120.00	200%	(60.00)
8	Seeding	LS	1	\$1,200.00	1,200.00	1.00	1,200.00	1,200.00	100%	
9	Inlet Sediment Prolectmn	Each	2	\$100.00	200.00	2.00	200.00	200.00	100%	
10	Temporary Vehicle Tracking Control			\$1,000.00	2,000.00			-	0%	2,000.00
11	Concrete Washout Area			\$750.00	750.00				-21%	750.00
12	Sweeping			\$200.00	1,200.00	2.00	400.00	400.00	33%	800.00
13	Manhole Construction Plate Marker			\$500.00	11,500.00	3.00	1,500.00	1,500.00	100%	
14	Remove Concrete Curb and Gnter			\$5.00	205.00	41.00	205.00	205.00	100%	
15	Remove Asphalt Concrete Pavement			\$5.00	71,120.00	1,424.00	7,120.00	7,120.00	100%1 -	
16	Remove Concrete Pavement			\$15.00	585.00	39.00	585.00	585.00	100%	
17	Remove Concrete Side\vtlIk			\$15.00	405.00	27.00	405.00	405.00	100%	
18	Saw Existing Asphalt			\$5.00	41,020.00	804.00	4,020.00	4,020.00	100%	
19	S,rw Existing Concrete		73.00	\$10.00	730.00	36.00	360.00	360.00	49%	370.00
20	Imported Material	Toe	60	\$30.00	11,800.00				0%	11,800.00
21	Imported Trench Backfill Material	Toe	500	\$20.00	10,000.00	514.60	10,292.00	10,292.00	103%	(292.00)
22	Exploratory Excavation	Hour	6	\$500.00	3,000.00	2.00	1,000.00	1,000.00	33%	2,000.00
23	Locate Utility	Each	1	\$350.00	350.00	1.00	350.00	350.00	100%	
24	Verify Utility	Each	5	\$350.00	1,750.00	4.00	1,400.00	1,400.00	80%	350.00
25	Unclassified Excavation	CY	330	\$15.00	4,950.00	330.00	4,950.00	4,950.00	100%	
26	Compaction Moisture Density Tests	Each	10	\$250.00	2,500.00	8.00	2,000.00	2,000.00	80%	500.00
27	Remove Sanitary Sewer Manhole	Each	2	\$750.00	1,500.00	2.00	1,500.00	1,500.00	100%	
28	4" Sanitary Sewer Pipe	LF	101	\$35.00	3,535.00	100.00	3,500.00	3,500.00	99%	35.00
29	8" Sanitary Sewer Pipe	LF	60	\$45.00	2,700.00	60.00	2,700.00	2,700.00	100%	
30	10" Sanitary Sewer Pipe	LF	537	\$55.00	29,535.00	537.00	29,535.00	29,535.00	100%1	
31	JO"x4" Sanitary Smer Service Connection	Each	3	\$750.00	2,250.00	3.00	2,250.00	2,250.00	100%	
32	48" Dia Sanitary Sewer Manhole	Each	3	\$5,000.00	15,000.00	3.00	15,000.00	15,000.00	100%	
33	Additional Vertical Feel Manhole	VF	4,80	\$1,200.00	5,760.00	4.80	5,760.00	5,760.00	100%1 -	
34	8" Sewer Man/Cap	Each	1	\$100.00	100.00	1.00	100.00	100.00	100%	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Colton
 Engineer: Banner Associates, Inc.
 Contractor: Underground Connections, LLC
 Project: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements
 Contract: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Owner's Project No.: NA
 Engineer's Project No.: 24327.00
 Contractor's Project No.: NA

Application No.: 4 Application Period: From 10/16/25 to 11/07/25 Application Date: 11/10/25

Item No.	Description	Quantity	Unit	Unit Price	Subtotal	Original Estimate	Current Estimate	Percentage	Remaining
36	Connect to Existing Sanitary Sewer Pipe	4	Each	\$2,000.00	8,000.00	8,000.00	8,000.00	100%	
37	4" Sanitary Sewer Cleanout	1	Each	\$650.00	650.00	650.00	650.00	100%	
38	13.33 Course	1,050	Too	\$25.00	26,250.00	25,902.50	25,902.50	99%	347.50
39	Concrete Curb & Gutter	41	LF	\$55.00	2,255.00	2,255.00	2,255.00	100%	
48	Concrete Valley Gutter, 8" Thick	40	SY	\$160.00	6,400.00	6,400.00	6,400.00	100%	
41	4" Concrete Sidewalk	249	SF	\$9.00	2,241.00	2,241.00	2,241.00	100%	
42	Concrete Sampling and Testing	1	Each	\$550.00	550.00	550.00	550.00	100%	
43	Adjust Manhole	3	Each	\$1,500.00	4,500.00	4,500.00	4,500.00	100%	
				Original Estimate	\$ 198,902.25	\$ 190,301.15	\$ 190,301.75	96%	8,600.50

ProKress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Colton
 Engineer: Banner Associates, Inc.
 Contractor: Underground Connections, LLC
 Project: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements
 Contract: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Owner's Project No.: NA
 Engineer's Project No.: 24327.0
 Contractor's Project No.: NA

4	From	to	Application Date:
<p>Change Order Totals</p>			
<p>Project Totals</p>			

CHANGE ORDER NO.: 1

Owner: City of Colton Owner's Project No.: NA
 Engineer: Banner Associates, Inc Engineer's Project No.: 24327.00
 Contractor: Underground Connections, LLC Contractor's Project No.: NA
 Project: Colton Phase 4 & 5 Sherman Avenue and 4th Street Sanitary Sewer Improvements
 Contract Name: Colton Phase 4 & 5 Sherman Avenue and 4th Street Sanitary Sewer Improvements
 Date Issued: 11/7/2025 Effective Date of Change Order: 11/10/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Final Adjustment of Quantities

Attachments:

Adjustment of Quantities Breakout

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 198,902.25	Original Contract Times: Substantial Completion: May 31, 2025 Ready for final payment: June 15, 2025
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: \$ 2,602.09	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. NA: Substantial Completion: September 19, 2025 Ready for final payment: October 1, 2025
Contract Price prior to this Change Order: \$ 201,504.34	Contract Times prior to this Change Order: Substantial Completion: September 19, 2025 Ready for final payment: October 1, 2025
[Increase] [Decrease] this Change Order: \$ (8,600.50)	[Increase] [Decrease] this Change Order: Substantial Completion: September 19, 2025 Ready for final payment: October 1, 2025
Contract Price incorporating this Change Order: \$ 192,903.84	Contract Times with all approved Change Orders: Substantial Completion: September 19, 2025 Ready for final payment: October 1, 2025

Reviewed by Engineer (if required)

Authorized by Contractor

By: _____

Title: Project Manager _____

Date: 11/7/2025 _____

Authorized by Owner _____ Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

Change Order No. 3 - Adjustment of Quantities Breakout

Additions

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 (J / F) (%)	L Balance
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Additional Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract											
7	Placing Contractor Furnished Topsoil		CV	\$30.00	60.00	2.00	60.00		60.00	100%	
21	Imported Trench Backfill Material	15	Ton	\$20.00	292.00	14.60	292.00		292.00	100%	
Total Contract Additions					\$352.00		352.00		\$352.00	100%	10.00

Deductions

A Bid Item No.	B Description	C Contract Information				G Work Completed		I Materials Currently Stored (not in G) (\$)	J Value of Work Reduced and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Reduced (E X G) (\$)				
Original Contract											
10	Temporary Vehicle Tracking Control	(2)	Each	\$1,000.00	(2,000.00)	(2.00)	(2,000.00)		(2,000.00)	100%	-
11	Concrete Washout Area	(1)	Each	\$750.00	(750.00)	(1.00)	(750.00)		(750.00)	100%	-
12	Sweeping	(4)	Hr	\$200.00	(800.00)	(4.00)	(800.00)		(800.00)	100%	-
19	Saw Existing Concrete	(37)	LF	\$10.00	(370.00)	(37.00)	(370.00)		(370.00)	100%	-
20	Pipe Foundation Material	(60)	Too	\$30.00	(1,800.00)	(60.00)	(1,800.00)		(1,800.00)	100%	-
22	Explomtory Excavation	(4)	Hour	\$500.00	(2,000.00)	(4.00)	(2,000.00)		(2,000.00)	100%	-
24	Verify utility	(1)	Each	\$350.00	(350.00)	(1.00)	(350.00)		(350.00)	100%	-
26	Compaction - Moisture Den,ity Tests	(2)	Each	\$250.00	(500.00)	(2.00)	(500.00)		(500.00)	100%	-
28	4" Sanilfly Sewer Plpe	(1)	LF	\$35.00	(35.00)	(1.00)	(35.00)		(35.00)	100%	-
38	Baoc CN1rse	(14)	Too	\$25.00	(347.50)	(13.90)	(347.50)		(347.50)	100%	-
Total Contract Deductions					\$8,952.50		8,952.50		\$8,952.50	100%	\$0.00
Net Contract Adjustment =					- \$8,600.50		8,600.50		- \$8,600.50		0.00



Bonner Associates, Inc
 2307 W 57th St, Ste102
 Sioux Falls, SD 57108
 Tel 605.692.6342
 TollFree 855.323.6342
www.bannerassociates.com

November 10, 2025

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

RE:Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Dear Mr. Bunde:

Underground Connections, LLC has submitted Pay Request No. 4 for the Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements Project. This pay request is for work completed through the period of 10/16/2025 to 11/7/2025.

Banner has reviewed the pay request and recommends payment in the amount of \$9,515.09. The balance remaining after Pay Request No. 4 is \$18,115.59.

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

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$9,515.09	\$180,786.66
Total	\$9,515.09	\$180,786.66

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

Sincerely,

Weston J. Blasius
 Banner Associates, Inc.

Cc: City of Colton - Dawn Pilker, Trevor Bunde, Jerrit Pedersen - Email
 DANR- Bailey McTigue - Email
 SECOG - Sean Hegyi - Email
 Banner Associates - Spencer Gilk - Email
 Banner File - F:\24327-00\Construction Phase\Pay Request\Sherman Ave and 4th St Sanitary Pay Request No. 4.pdf

Contractor's Application for Payment

Owner: <u>City of Colton</u>	Owner's Project No.: <u>NA</u>
Engineer: <u>Banner Associates, Inc.</u>	Engineer's Project No.: <u>24327.00</u>
Contractor: <u>Underground Connections, LLC</u>	Contractor's Project No.: <u>NA</u>
Project: <u>Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
Contract: <u>Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
Application No.: <u>4</u>	Application Date: <u>11/10/2025</u>
Application Period: From <u>10/16/2025</u> to <u>11/7/2025</u>	
1. Original Contract Price	\$ 198,902.25
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 198,902.25
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 190,301.75
5. Retainage	
a. <u>5%</u> X \$ <u>190,301.75</u> Work Completed =	\$ 9,515.09
b. _____ X \$ _____ Stored Materials=	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 9,515.09
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 180,786.66
7. Less previous payments (Line 6 from prior application)	\$ 171,271.57
8. Amount due this application	\$ 9,515.09
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 18,115.59
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: <u>Underground Connections, LLC - John Peters</u>	
Signature: <u>[Signature]</u>	Date: <u>11/7/2025</u>
Recommended Engineer	Approved by Owner
By: <u>[Signature]</u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>11/10/2025</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate- Unit Price Work

Contractor's Application for Payment

Owner:	City of Colton	Owner's Project No.:	NA
Engineer:	Banner Associates, Inc.	Engineer's Project No.:	24327.00
Contractor:	Underground Connections, LLC	Contractor's Project No.:	NA
Project:	Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements		
Contract:	Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements		

Application No.: 4 Application Period: From 10/16/25 to 11/07/25 Application Date: 11/10/25

A Bid Item No.	B Description	C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (CXE) (\$1)	G Work Completed		I Materials Currently Stored (notin 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 (EXG) (\$I)				
Original Contract											
1	Mobilization	1	LS	\$35,500.00	35,500.00	1.00	35,500.00		35,500.00	100%	
2	Traffic Control Signs	136.5	LS	\$4.50	614.25	136.50	614.25		614.25	100%	
3	Traffic Control, Miscellaneous	1	Each	\$3,685.00	3,685.00	1.00	3,685.00		3,685.00	100%	
4	Type 2 Barricade	4	Each	\$14.00	176.00	4.00	176.00		176.00	100%	
5	Type 3 Barricade, 6' Double Sided	5	Each	\$132.00	660.00	5.00	660.00		660.00	100%	
6	Type 1 Barricade, 8' Double Sided	13	Each	\$132.00	1,716.00	13.00	1,716.00		1,716.00	100%	
7	Placing Contractor Furnished Topsoil	2	CY	\$30.00	60.00	4.00	120.00		0.00	200%	(60.00)
8	Seeding	1	LS	\$1,200.00	1,200.00	1.00	1,200.00		1,200.00	100%	
9	Inlet Sediment Protection	2	Each	\$100.00	200.00	2.00	200.00		200.00	100%	
10	Temporary Vehicle Tracking Control	2	Each	\$1,000.00	2,000.00					0%	2,000.00
11	Concrete Washout Area	1	Each	\$750.00	750.00					0%	750.00
	Site Clean	1	Each	\$800.00	800.00					33%	800.00
13	Manhole Construction Plate Farker	3	Each	\$500.00	1,500.00	3.00	1,500.00		1,500.00	100%	
14	Remove Concrete Curb and Gutter	41.0	LF	\$5.00	205.00	41.00	205.00		205.00	100%	
15	Remove Asphalt Concrete Pavement	1,424	SY	\$1.00	7,120.00	1,424.00	7,120.00		7,120.00	100%	
16	Remove Concrete Pavement	39	SY	\$15.00	585.00	39.00	585.00		585.00	100%	
17	Remove Concrete Sidewalk	27	SY	\$15.00	405.00	27.00	405.00		405.00	100%	
18	Saw Existing Asphalt	804	LF	\$5.00	4,020.00	804.00	4,020.00		4,020.00	100%	
19	Saw Existing Concrete	73.00	LF	\$10.00	730.00	36.00	360.00		360.00	49%	370.00
20	Pipe Foundation Material	60	Ton	\$30.00	1,800.00					0%	1,800.00
21	Imported Trench Backfill Material	500	Ton	\$20.00	10,000.00	514.60	10,292.00		10,292.00	103%	(292.00)
22	Exploratory Excavation	6	Hour	\$500.00	3,000.00	2.00	1,000.00		1,000.00	33%	2,000.00
23	Locate Utility	1	Each	\$350.00	350.00	1.00	350.00		350.00	100%	
24	Verify Utility	5	Each	\$280.00	1,400.00	4.00	1,400.00		1,400.00	80%	350.00
25	Unclassified Excavation	330	CY	\$15.00	4,950.00	330.00	4,950.00		4,950.00	100%	
26	Compaction- Moisture Density Tests	10	Each	\$250.00	2,500.00	8.00	2,000.00		2,000.00	80%	500.00
27	Remove Sanitary Sewer Manhole	2	Each	\$750.00	1,500.00	2.00	1,500.00		1,500.00	100%	
28	4" Sanitary Sewer Pipe	101	LF	\$35.00	3,535.00	100.00	3,500.00		3,500.00	99%	35.00
29	8" Sanitary Sewer Pipe	60	LF	\$45.00	2,700.00	60.00	2,700.00		2,700.00	100%	
30	10" Sanitary Sewer Pipe	537	LF	\$55.00	29,535.00	537.00	29,535.00		29,535.00	100%	
31	10"x4" Sanitary Sewer Service Connection	3	Each	\$750.00	2,250.00	3.00	2,250.00		2,250.00	100%	
32	48" Dia Sanitary Sewer Manhole	3	Each	\$1,000.00	15,000.00	3.00	15,000.00		15,000.00	100%	
33	Additional Vertical Feed Manhole	4.80	VF	\$1,200.00	5,760.00	4.80	5,760.00		5,760.00	100%	
34	8" Sewer Plug/Cap	1	Each	\$100.00	100.00	1.00	100.00		100.00	100%	

Progress Estimate Unit Price Work

Contractor's Application for Payment

Owner: City of Colton
 Engineer: Banner Associates, Inc.
 Contractor: Underground Connections, LLC
 Project: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements
 Contract: Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Owner's Project No.: NA
 Engineer's Project No.: 24327.00
 Contractor's Project No.: NA

Application No.:	4	Application Period:	From: 11/01/25	To: 11/30/25	Contract No.:	1	Contract Description:	Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements	
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> </div> <div style="width: 40%;"> </div> </div>									
						Change Order Totals	\$	1	\$
						Project Totals	\$	198,902.25	\$
								190,301.75	96% \$

Colton Patrol Hours

October 2025

Patrol Hours

Blue Days

LARSON, MATTHEW	2.08
MATSON, SPENCER	4.51
PATTERSON, JOSHUA	2.30
WESTERBUR, DYLAN	6.85

Blue Nights

DEBERG, JAKOB	3.25
KAISER, PATRICK	3.70
RICCI, KIEL	2.05

Yellow Days

BARTSCHER, JOSHUA	7.44
BURNS, JASON	4.77
FEDDERSEN, WAYNE	6.18

Yellow Nights

BULLIS, MATTHEW	1.32
DANIELSEN, RILEY	1.03
... HARTLEY, CORY	0.60
KERZMAN, DAWSON	3.07
WAHL, ALEXANDER	2.35
WILLCOX, STEPHEN	1.00

Rover

GALLOWAY, LUKE	5.08
HENSCH, SKYLER	5.35
MACDONALD, JAN	3.23

Contracted Hours

Total Hours for October

Over/Under

1.16



Minnehaha County Sheriff's Office
Mike Milstead, Minnehaha County Sheriff

*Received
11-7-25*

November 4, 2025

City of Colton
309 E. 4th, Box 66
Colton, SD 57018

RE: Law Enforcement Services Agreement for 2026

Enclosed you will find the Law Enforcement Services Agreement for 2026.

We request that the enclosed agreements are acted upon, signed and one original is returned to the Sheriff's Office (320 W 4th Street, Sioux Falls, SD 57104) as soon as is feasible. I will file the executed contract with the Minnehaha County Auditor's Office upon receipt. The second signed original you may keep for your records.

Please feel free to contact us with any questions.

Sincerely,



Captain Joe Bosman
Minnehaha County Sheriff's Office



Law Enforcement Center
320 W. 4th Street, Sioux Falls, SD 57104
Strong Foundation. Strong Future.
Equal Opportunity Employer and Service Provider

P: (605)367-4300
F: (605)367-7319
minnehahacounty.gov



**LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN
MINNEHAHA COUNTY AND THE CITY OF COLTON**

THIS AGREEMENT made and entered into on this L day of ./.(/filt:.n 2025, by and between the City of Colton, of 309 E 4th St., Colton, South Dakota, hereinafter referen-ed to as "CITY", and MINNEHAHA COUNTY, of 415 N. Dakota Ave., Sioux Falls, South Dakota, hereinafter referen-ed to as "COUNTY", and the SHERIFF of Minnehaha COUNTY, of 320 W. 4th St., Sioux Falls, South Dakota, hereafter referen-ed to as "SHERIFF".

WITNESSETH:

WHEREAS, CITY's governing body has determined that law enforcement services and protection are needed in CITY and have called upon COUNTY to furnish an estimate of the actual cost to said CITY for furnishing such services and protection, and

WHEREAS such estimate, which estimate has been furnished and approved by CITY;

WHEREAS, SDCL Chpt. 1-24 authorized public agencies, including municipalities and counties, to jointly exercise any powers, privileges or authority that such public agencies are capable of exercising on their own;

WHEREAS CITY, COUNTY, and SHERIFF desire to an-ange for the performnace of law enforcement functions for CITY, within its municipal boundaries, by COUNTY under the supervision of SHERIFF and to that purpose, enter the an-angements hereinafter set forth;

NOW THEREFORE, in consideration of the terms and conditions as set forth herein, and in compliance with South Dakota Codified Laws, particularly SDCL Ch. 1-24, CITY, COUNTY and SHERIFF do hereby contract and agree with each other as follows:

1. SERVICES.

- a. COUNTY agrees to furnish law enforcement services and protection in CITY and for such purpose shall furnish SHERIFF deputies and law enforcement equipment incident to the furnishing of such services in a quantity deemed necessary by COUNTY during the term of this Agreement.
- b. SHERIFF shall provide no less than Fifteen (15) hours of on-duty coverage per week to CITY and additional on-call coverage as needed. Deputies shall be scheduled and assigned by the SHERIFF. The remainder of said Deputy SHERIFF's time shall be devoted to COUNTY law enforcement activities.

2. TERM AND EFFECTIVE DATE. This Agreement shall be in full force and effect upon the approval of CITY, COUNTY, and SHERIFF for a telm beginning on the 1st day of January, 2026, and ending on the 31st day of December, 2026, ("Term").

3. COMPENSATION TO COUNTY. As consideration for the services and protection provided to CITY under the tenns of this Agreement, CITY agrees to pay COUNTY the sum of Thirty-Five Thousand One Hundred Dollars (\$35,100.00), in equal quarterly payments, without interest except as provide in 13(C) below, payable to the Minnehaha

County Auditor on or before the first day of each quarter, to wit: January 1, April 1, July 1, and October 1.

4. **DEPARTMENT PERSONNEL AND ADMINISTRATION.** SHERIFF shall be responsible for administrating this joint and cooperative undertaking. In exercising his administrative duties, SHERIFF shall give careful consideration to the needs and desires of CITY as expressed by the City Council of CITY. To that purpose, SHERIFF and the deputies assigned to CITY shall enforce all South Dakota Codified Laws and Municipal Ordinances subject to the discretion of SHERIFF and respond within a reasonable amount of time when the breach of the same is suspected to have occurred and that information is relayed to SHERIFF.
5. **EQUIPMENT AND OFFICE.** COUNTY shall furnish items of law enforcement equipment necessary and incident to the effective discharge of its obligations under this Agreement. All necessary equipment furnished by COUNTY shall remain the sole property of COUNTY pursuant to SDCL 1-24-5(2).
6. **SHERIFF'S PERSONNEL AND DUTIES.**
 - a. COUNTY has sole discretion on the selection of an assigned deputy. SHERIFF shall make the assignment of his deputies on behalf of COUNTY. SHERIFF and the deputies engaged in the services and protection to CITY under this Agreement shall at all times remain COUNTY employees and subject to the rights and privileges as such.
 - b. In making the scheduling and assignment of a SHERIFF deputy, herein, SHERIFF shall review and consider the needs, concerns, policies and guidelines of CITY as expressed by the City Council. CITY shall review and update its needs and priorities as this Agreement continues in effect, and SHERIFF shall continue to review CITY'S needs and priorities as they are presented to him in order to adequately instruct a deputy in the performance of the duties under this Agreement.
 - c. It is the general intention of the parties hereto to provide CITY with law enforcement protection as well as to provide COUNTY additional law enforcement protection by having law enforcement personnel and equipment readily available to COUNTY area adjacent to and surrounding CITY. To that purpose, the exact scheduling shall be determined by SHERIFF.
 - d. The services to be performed within the municipal boundaries of CITY shall include but not be limited to traffic law enforcement, preventative and investigative law enforcement, services in the field of public safety and other related fields within the power of SHERIFF to provide.
 - e. It is further agreed that all violations of municipal ordinances of CITY shall be venued in the appropriate court and all fines received in connection therewith shall be paid to CITY. Violations of state laws shall be venued in the appropriate court and all fines in connection therewith shall be dispersed in accordance with law.

- f. Nothing herein shall restrict or otherwise limit the duties or obligations of COUNTY and SHERIFF pursuant to SDCL 7-12-1.
7. **APPLICATION FOR GRANTS.** All law enforcement endowments or grants from private or public agencies received for personnel as a result of this Agreement shall be accepted jointly and equally by COUNTY and CITY. All other grants or aid for equipment or other expenses shall be accepted solely by COUNTY.
8. **TERMINATION.** At any time after the execution and effective date of this Agreement, either of the two governmental bodies or SHERIFF may terminate this Agreement by giving written notice of termination to the other parties hereto not later than November 1, 2026. In the event of such termination, CITY shall be required to continue to pay to COUNTY the full monthly payments, as set forth above, for each month or part thereof during the notice period set forth above.
9. **REPORTING.** As part of the law enforcement services and protection provided for in this Agreement, SHERIFF shall annually, and as soon after the end of the yearly term of this Agreement as practicable, furnish CITY with a summary report of the activities of SHERIFF in CITY, together with comments and recommendations pertaining to the same. More frequent reports summarizing activities in CITY may, in the discretion of SHERIFF, be made when deemed advisable by SHERIFF or as requested by CITY. SHERIFF may be available personally or through a deputy, at any regular or special meeting of the City Council to discuss issues of concern to the City Council.
10. **FINANCE.** The budgetary policy of CITY shall vest with the City Council for the preparation of its budget and with the County Commissioners for its preparation of its budget. SHERIFF shall keep or cause to be kept such records and reports concerning the activities of his office as may be required by statute, City Council, or the County Board of County Commissioners, including but not limited to preparing and presenting budget information, as requested.
11. **INDEMNIFICATION.**
- a. CITY shall be responsible for and shall indemnify and hold COUNTY and SHERIFF and their officers, agents, and employees harmless from and against any and all actions, claims, or liability including, without limitation, reasonable attorneys' fees and other expenses incurred by COUNTY or SHERIFF arising out of this Agreement, provided that such action, claim, or liability are the result of an intentional act, error, omission, or negligence of the CITY and/or its officers, agents or employees, arising out of this Agreement.
- b. COUNTY and SHERIFF shall be responsible for and shall indemnify and hold CITY and its officers, agents, and employees harmless from and against any and all actions, claims, or liability including, without limitation, reasonable attorneys' fees and other expenses incurred by CITY arising out of the services furnished under this Agreement, provided that such action, claim, or liability are the result of an intentional act, error, omission, or negligence of the COUNTY or SHERIFF and/or their officers, agents or employees, arising out of this Agreement.

12. **SOVEREIGN IMMUNITY.** This agreement does not waive COUNTY's sovereign immunity and COUNTY reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.

13. **GENERAL PROVISIONS.**

- a. **AUTHORITY.** All of the powers, privileges and authority granted pursuant to SDCL 1-24 shall be extended to this Agreement to the fullest extent necessary to accomplish the purposes of this Agreement.
- b. **SEVERABILITY.** Any provisions of this Agreement determined to be invalid by a court of competent jurisdiction shall in no way affect any other provision hereof.
- c. **INTEREST ON PAST-DUE OBLIGATIONS.** Except as expressly herein provided, interest shall be charged on any amount due from CITY which is more than ten (10) days delinquent at the rate provided by law for past due accounts (SDCL 54-3-5).
- d. **TIME OF ESSENCE.** Time is of the essence.
- e. **CAPTIONS.** Article and paragraph captions are not a part hereof.
- f. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by certified mail addressed to CITY, COUNTY, and SHERIFF, respectively, at the addresses set forth above or such other address which may be furnished in writing. If by mail notice shall be deemed given at the time of mailing with the necessary postage prepaid.
- g. **WAIVERS.** No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provisions. Either part's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.
- h. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or equity.
- i. **COVENANTS AND CONDITIONS.** Each provision of this Agreement performable by CITY, COUNTY, and SHERIFF shall be deemed both a covenant and a condition.
- J- **AMENDMENTS.** Amendments and alterations to this Agreement shall be in writing and shall be signed by all parties hereto.

(signatures appear on following page)

IN WITNESS WHEREOF COUNTY and CITY have hereunto set their names and the signatures of their proper officers duly authorized by resolutions spread upon the minutes of the County Commission of MINNEHAHA COUNTY and upon the minutes of the City Council of the CITY OF COLTON, respectively, on the day and year first above written.

Dated this 11 day of NOVEMBER, 2025.

MINNEHAHA COUNTY, SD

By: 
Dean Karsky, Chair

ATTEST:

By:  @s, 
LeAndeson, Auditor (Deputy)

Dated this 11 day of JUNE, 2025.

CITY OF COLTON, SD


By:  Mayor

ATTEST:

By: 
Colton Finance Officer

Dated this 10 day of NOVEMBER, 2025.

MINNEHAHA COUNTY SHERIFF

By: 
Mike Milstead, SHERIFF

Minnehaha County Highway Department

To: Interested Parties
From: Minnehaha County Highway Department
Date: November 3, 2025
Subject: Implementation of Winter Hours

The Minnehaha County Highway Department will be implementing their winter hours schedule for the 2025-2026 winter season effective November 10, 2025.

Winter hours are 7:30 a.m. to 4:00 p.m. Monday through Friday. The department is closed Saturday and Sunday, as well as holidays observed by Minnehaha County.

For more information contact the Highway Department at (605) 367-4316.

###



2124 E. 60th Street North, Sioux Falls, SD 57104

Strong Foundation. Strong Future.

F:\qu:11Or,,nrunlty Empl04f<"T]nd Sc:nkc: Provider

P: (605)367-4316

F: (605)367-7255

minnehahacounty.org



I've organized the information regarding the necessary repairs for the pool to become operational for the Summer 2026 season. This assessment was made after discussions with our service technician and Branch Manager.

The following items must be addressed to ensure the pool's functionality and longevity.

1. Plumbing System (Critical)

- **Issue:** Pressure testing revealed that **over 90%** of the existing plumbing (skimmer and return lines) is not holding pressure.
- **Recommendation:** Due to the extensive failure rate, it is necessary to **re-plumb the entire system** from the pool back to the equipment pad. Patching is highly discouraged as it is time-consuming and unlikely to be as effective as a complete replacement.
- **Cost/Scope:** The cost will vary significantly based on what is uncovered and the required man-hours.
- **Proposed Assistance:** As discussed, we can advise you and your crew on the necessary **demolition** and return to assist with the plumbing work when needed.

2. Pool Shell Cracks and Ground Water Mitigation (Major Concern)

- **Issue:** The cracks in the pool shell are concerning. These cracks are likely caused by **ground water** exerting pressure on the shell.
- **Repair Recommendation:** We can attempt to patch the cracked areas using **hydraulic cement** and then refinish the pool with new plaster to extend its life.
- **Root Cause Mitigation:** Patching alone does not resolve the ground water issue. To mitigate this, we would need to excavate and install **various water mitigation pits (sump pits)** around the pool area to redirect water away from the shell.

3. Filtration System

- **Issue:** The four existing sand filters are **outdated** and the sand inside them needs replacement.
- **Recommendation:** The filters and sand must be **replaced**. This task can be performed at any time.

Vinyl Liner Option: We strongly advise against using a vinyl liner. Given the high volume of users expected in the summer, a vinyl liner would be highly susceptible to rips and tears and is not expected to last more than a single season of use.

Best Solution: We recommend refinishing the pool interior with fresh, **white plaster**.

We are prepared to create an estimate for the following scope of work:

Item	Description	Notes
I	Refinish the pool with new plaster.	Recommended interior finish.
I	Patch existing cracks in the pool shell.	Necessary structural repair.
D	Re-run all new plumbing lines.	Can be estimated with or without demolition by your crew.
DI	Replace all skimmers.	Part of the new plumbing system.
E	Replace all sand filters.	Required filtration upgrade.
EJ	Retile the interior of the pool.	Aesthetic upgrade/repair.
D	Replace 12" coping on the top side of the pool shell.	Deck-level edge replacement.
I	Install various water mitigation pits.	Critical for addressing ground water (count unknown until inspection).

Rough Cost \$ 250,000⁰⁰



Ross Johnson
Project Manager/Pool Sales
Parklane Pool Co

605.774.4781



Improvement Recommendations - SDPAA/SDML WC

for Colton (11/3/2025)

Administrative - Dawn Piker

Name of Person _____

Completing Form: _____ Title: _____

Priority A

It is recommended a sidewalk inspection program be implemented for your entity. Often times entities have the misconception it is the property owner's sole responsibility. See SDCL 9-46-2

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

Priority A

It is recommended your entity establish written personnel policies for employees. Written policies are important no matter if you have 2 employees or 100. Written personnel policies will decrease your liability exposure when it comes to employment liability.

Your written personnel policies and procedures should include:

- 1) Recruitment and selection
- 2) Termination
- 3) Disciplinary action and grievances
- 4) Grievances-SDCL 3-18-15 may require it
- 5) Sexual harassment
- 6) Workplace violence

Each employee should receive a copy and be required to sign an acknowledgment form stating they received a copy, read, and understand the policies and procedures. Updates should be handled in the same manner. Policies should be reviewed annually. Contact the South Dakota Municipal League (800-658-3633) for a sample Personnel Policy.

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

Priority A

It is recommended that this entity contact the Government Practices Hotline (1-888-313-0839) for civil legal issues that a local government may encounter. This service is intended to support, not replace, the existing legal advisor. Topics that can be addressed through this service include: elections, planning/zoning, Tax Increment Financing, regulatory compliance, conflicts of interest for public officials and public employees, open meetings, public records requests and other general governmental issues. Please see the GPH brochure for more information.

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

Priority A

It is recommended that this entity contact the Employment Practices Hotline (1-888-313-0839) for questions that concern employment practices. Topics that can be addressed through this service include hiring, discipline, FMLA, discrimination, sexual harassment, and termination of an employee or group of employees, as well as questions concerning personnel policies, employee manuals or any actions that could impact an employee's terms of employment. SDPAA will waive the \$5,000 employment practices deductible if: 1) prior to taking action regarding employment issues, contact is made to the EPH lawyer; and 2) the advice provided by the EPH lawyer is followed. Please see the EPH brochure for more information.

Date Completed: ----- **If Not, Target Date (Please Explain)** _____

Improvement Recommendations - SDPAA/SDML WC

for Colton (11/3/2025)

Swimming Pool - Jerrit Pedersen

Name of Person _____

Completing Form: _____ Title: _____

Priority A

It is recommended that a policy be adopted that prohibits the use of the cell phones by lifeguards while on-duty because of the potential for distraction that could cause their attention to be divided so they are no longer meeting the expectation within the job description. The policy should include language that prohibits the use of cell phone while on-duty, either in the chair or in walking positions.

Date Completed: _____ If Not, Target Date (Please Explain) _____

Improvement Recommendations - SDPAA/SDML WC

for Colton {11/3/2025}

Parks & Recreation - Jerrit Pedersen

Name of Person _____

Completing Form: _____ Title: _____

Priority A

It is recommended that guardrails be present on the backs and portions of the open ends of bleachers where the footboard, seatboard, or aisle is 30 inches or more above the floor or ground below. The top surface of the guardrail should be at least 42 inches above the leading edge of the footboard, seatboard, or aisle, whichever is adjacent. When bleachers are used adjacent to a wall that is at least as high as the recommended guardrail height, the guardrail is not necessary if a 4-inch diameter sphere fails to pass between the bleachers and the wall. Any opening between components of the guardrail or under the guardrail should prevent passage of a 4-inch sphere. To discourage climbing on guardrails, guardrails should be designed in one of three ways: 1) Use only vertical members as in-fill between the top and bottom rails. 2) If there are openings in the in-fill that could provide a foothold for climbing, the widest measurement of the opening where the foot could rest should be limited to a maximum of 1.75 inches. Opening patterns that provide a ladder effect should be avoided. 3) Where visibility would not be significantly impaired, use solid members.

Safety Benefits has a publication put out by the U.S. Consumer Products Safety Commission that provides guidelines for retrofitting bleachers. Contact us at (888) 313-0839 for a copy.



Date Completed: _____ If Not, Target Date (Please Explain) _____

Priority A

It is recommended cushioning material of a sufficient depth for the fall height of the highest piece of playground equipment be installed beneath and around all of your playground equipment. Exact details can be found in the "Handbook for Public Playground Safety" published by the U.S. Consumer Product Safety Commission.



Date Completed: _____ **If Not, Target Date (Please Explain)** _____

Priority A

It is recommended your entity follow the guidelines published in the Handbook for Public Playground Safety by the U.S. Consumer Product Safety Commission. Following their recommended guidelines will make your playgrounds much safer and significantly reduce your liability exposures.

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

Improvement Recommendations - SDPAA/SDML WC

for Colton (11/3/2025)

City Shop

Name of Person

Completing Form: _____ Title: _____

Priority B

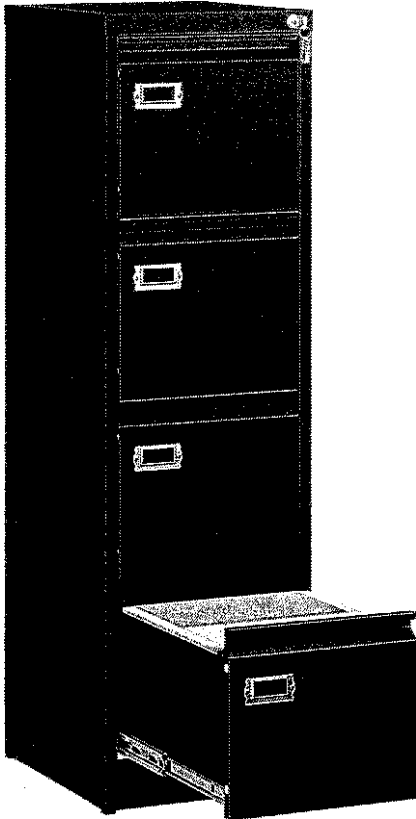
It is recommended the batteries and bulbs be checked for all battery operated lights and, if needed, be replaced as the lights do not work. It is suggested someone be assigned to periodically check the battery operated emergency lights to make sure they are working. The NFPA Life Safety Code Handbook recommends emergency lighting systems be checked at 30 day intervals of 30 seconds. An annual test should be conducted for a 1½-hour duration. Whenever they are checked, it should be documented.

Date Completed: _____ **If Not, Target Date (Please Explain)** _____

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multi-select

Size: 4 Drawer-15"W

2 Drawer-Mobile 2 Drawer-Assembled

2 Drawer-14.2"W 2 Drawer-15"W

2 Drawer-36"W 3 Drawer-Mobile

3 Drawer-Round 3 Drawer-Assembled

3 Drawer-15"W 3 Drawer-36"W

4 Drawer-15"W 4 Drawer-36"W

5 Drawer-15"WJ Drawer with Shelf

Drawer with Shelf A

Color: Black



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**OPERATING AGREEMENT BETWEEN THE CITY OF COLTON, SOUTH DAKOTA
AND SIOUXLAND LIBRARIES**

This Agreement made and entered into on _____, by the City of Colton, a South Dakota municipality (hereinafter "the City") and Siouxland Libraries, a public library established by an intergovernmental agreement between the City of Sioux Falls and Minnehaha County (hereinafter "Siouxland Libraries")

WHEREAS, the City and Siouxland Libraries are legally authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers, pursuant to SDCL 1-24-3, entitled "Joint Exercise of Governmental Powers" and SDCL 14-2-29, entitled "Public Libraries";

NOW, **THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. General

- 1.1. The parties agree to furnish, equip, staff, operate and maintain a library facility with property owned by the City and located at 402 S. Dakota Avenue, Colton, SD. The responsibilities in respect to this joint project shall be as provided in this Agreement (hereinafter "Agreement").
- 1.2. The Library shall be open for use to members of the general public, in accordance with the policies contained in this Agreement and such additional policies as may be developed pursuant to authority granted in this Agreement.
- 1.3. The primary purpose of the Library shall be equally to serve the educational, recreational, and information needs of the general public using the facility. Related secondary activities and facilities may also be provided as set forth herein and by the Agreement of the parties.
- 1.4. The hours of operation of the Library shall be set by the Siouxland Libraries Library Board. The Library will be closed on legal holidays and other days as approved by the Siouxland Libraries Library Board.
- 1.5. Both parties must follow all applicable federal, state, and local laws and ordinances.

2. Definitions

- 2.1.** Unless otherwise required for the context or expressly provided in this Agreement, the following terms shall have the meanings ascribed to them as indicated herein:
- 2.1.1.** "Facility" means the library facility described in section 1.1, including rooms, work areas, restrooms, and meeting areas.
 - 2.1.2.** "Library Board" means the Board of Trustees of the Siouxland Libraries.
 - 2.1.3.** "Siouxland Libraries" means Library established by a Joint Cooperative Library Agreement between the City of Sioux Falls and Minnehaha County.
 - 2.1.4.** "City" means the City of Colton.
 - 2.1.5.** "Library" means the Siouxland Libraries - Colton Branch.

3. Facility

- 3.1.** The City shall be responsible for providing the Facility and shall consult with the Siouxland Libraries to ensure the adequacy and acceptability of the facility for contemplated uses.
- 3.2.** The Facility shall include, but shall not be limited to, the following, all which shall be at the sole expense of the City, unless otherwise provided herein, or elsewhere in this Agreement:
- 3.2.1.** A room within the City's building located at 402 S. Dakota Avenue consisting of approximately 1,763 interior square feet and common areas consisting of accessible restrooms.
 - 3.2.2.** A concrete slab on which to attach an outdoor book return.
 - 3.2.3.** Adequate interior and exterior lighting.
 - 3.2.4.** Adequate interior and exterior signage which shall be mutually agreed upon by the parties. The costs of agreed upon interior and exterior signage shall be the responsibility of the City.

3.3. No rental fee shall be charged by the City for the use of the Facility.

3.3.1. In the event additional space is needed or the existing space needs to be renovated, the parties shall mutually agree on changes to the space. The costs of agreed upon additional space shall be the responsibility of the City.

4. **Furnishings, Equipment and Supplies**

4.1. Furnishings will be provided by Siouxland Libraries.

4.2. Equipment necessary for library services will be provided by Siouxland Libraries.

4.3. Equipment needed for the heating/cooling/security/lighting of the facility will be provided by the City. Equipment needed for security shall be mutually agreed upon by the parties. Currently, security cameras and a monitoring system are in place that have been provided by Siouxland Libraries. Siouxland Libraries is not required to have security cameras and a monitoring system at the Siouxland Libraries-Colton Branch.

4.4. Office, programming, and library supplies necessary for library services will be provided by Siouxland Libraries.

5. **Revenues**

5.1. Fines and other miscellaneous revenues will be retained by Siouxland Libraries.

5.2. Gifts and memorial money given for library services and programming shall be administered by Siouxland Libraries and used to fulfill obligations associated with the receipt of such funds.

5.3. Gifts and memorial money given for operation and improvements to the facility shall be administered by the City and used to fulfill obligations associated with the receipt of such funds.

6. **Automation and Telecommunications**

6.1. Siouxland Libraries will provide the library automation system for the Library.

6.2. Telecommunications costs will be provided by Siouxland Libraries.

6.3. Telephone service will be provided by Siouxland Libraries.

7. **Staffing**

7.1. Siouxland Libraries shall provide a librarian and other staff as necessary to perform the mission of the Library.

8. **Maintenance and Repair**

8.1. Utilities shall be the responsibility of the City.

8.2. Mowing, snow removal, internal and external building and grounds maintenance shall be the responsibility of the City.

8.3. Siouxland Libraries shall provide cleaning services, including garbage disposal two times per week. If additional minor cleaning work is necessary, Library employees shall assume responsibility for such work.

9. **Materials Collections**

9.1. Selection shall be performed by Siouxland Libraries' staff according to the Siouxland Libraries' Collection policy. Siouxland Libraries shall be responsible for the purchase and disposal of all library materials. Siouxland Libraries shall be responsible for handling complaints about Siouxland Libraries' materials.

10. **Ownership of Property and Materials**

10.1. Ownership of all library materials, equipment, and furnishings provided or purchased by the Siouxland Libraries shall be retained by the Siouxland Libraries and shall be identified as such.

10.2. In the event of termination of this agreement, all library materials, equipment, and furnishings shall remain in ownership of Siouxland Libraries.

11. **Governance**

11.1. Nothing contained herein shall be construed to limit the powers and duties of the Library Board or to delegate such powers and duties as granted to them in 14-2-40, 14-2-41.

11.2. Standards for the operation of the Library shall be consistent with the standards established for the operation of other Siouxland Libraries facilities, including hours of operation, staff qualifications, materials selection guidelines, and circulation policies.

12. Term, Termination and Review of Agreement

- 12.1. The term of this Agreement shall be perpetual, unless terminated by either party as hereinafter provided.
- 12.2. The Agreement may be terminated by any party for cause, or for any or no reason upon giving six months' written notice.
- 12.3. The parties agree to evaluate the effectiveness of this agreement on an annual basis after the start of this agreement.
- 12.4. The Agreement may be modified at any time with mutual written agreement of the parties.

13. Insurance

- 13.1. Siouxland Libraries shall maintain commercial general liability insurance covering their activities within the facility and name the City as an additional insured, if the policy allows naming the City as an additional insured.
- 13.2. To the extent permitted by law, Siouxland Libraries shall fully defend and indemnify the City for any and all claims for damage or injury to persons or property arising out of Siouxland Library's use of the property, except to the extent the same is the result of negligent acts of the City.
- 13.3. Siouxland Libraries shall be responsible for insuring its contents which are located in the facility being provided by the City.
- 13.4. The City shall maintain commercial general liability insurance covering the building and naming Siouxland Libraries as an additional insured, if the policy allows naming Siouxland Libraries as an additional insured.

14. Funding

- 14.1. The provision by Siouxland Libraries of any furnishings, equipment and supplies, automation and telecommunications equipment, staffing, materials or any other expense is contingent upon approval of the Siouxland Libraries' annual budget by the City of Sioux Falls and Minnehaha County.
- 14.2. The provision by the City of Colton of the facility is contingent upon approval of the City of Colton's annual budget by the Colton City Council.

IN WITNESS WHEREOF, the parties have, executed this Agreement the day and year first above written.

CITY OF SIOUX FALLS

CITY OF COLTON

BY:

BY:

PRINTED
NAME: _____

PRINTED
NAME: _____

TITLE: -----'M'--"a=yc::o'----r _

TITLE: -----'M'--"a:::Yc::0"--r _

FEDERAL TAX ID NO. _____

ATTEST:

CITY CLERK
PRINTED
NAME: _____

12-31-2026

Date Received 11-4-25
Date Issued _____

COLTON CITY OF
309 EAST 4TH STREET PO BOX 66
COLTON, SD 57018

License No. RW-24779

Uniform Alcoholic Beverage License Application

Separate Check(s)
Please return to Abby Batey

A. Owner Name and Address

Dolgen Midwest, LLC
100 Mission Ridge
Boodlettsville, TN 37072

Owner's Telephone # 615-855-4000

B. Business Name and Address

Dollar General Store # 18515
700 S MAIN AVE
COLTON, SD 57018-2274

Business Telephone #: 605-221-8568

Place of business is located in a municipality? Yes No

County: MINNEHAHA

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

D. Legal description of licensed premise:

[Please see attached.]

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

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

Is this license in active use? Yes No

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

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

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 203 2-6814-S-T

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

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

Date 11-4-25 Print Name Steve Deckard

Signature [Signature]

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

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

Vendor#355640
Invoice #20261851SSTABCWINE13
Batch #31217 \$500.00

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL ___ **REVIEW** ___

(Seal) _____
r arman

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC DOLGEN MIDWEST, LLC -100-0-MI-S-SIO-NR=D=G=E

Address of office and principal place of business of corporation/partnership/LP/LLC GOODLETTSVILLE, IN 37072

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? GJYes 0No

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

Name	Office	Address	Occupation
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Please see attached.

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

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

Please see attached.

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

<u>DOLGEN MIDWEST, LLC</u>	<u>100 MISSION RIDGE</u>	<u>GOODLETTSVILLE, IN 37072</u>
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With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



11-4-25

ANNUAL REPORT FOR CITY OF COLTON
AS OF AND FOR THE YEAR ENDED December 31, 2024

GOVERNMENTAL FUNDS--MODIFIED CASH BASIS

	General Fund	3rd Penny Fund	2nd Penny Fund	Total Governmental Funds
Beginning Balance	320,370.49	44,712.90	616,122.89	981,206.28
Revenues and Other Sources:				
Taxes:				
Property Taxes	238,101.74			238,101.74
General Sales and Use Taxes	108,252.39	12,002.52	109,133.01	229,387.92
Penalties and Interest on Delinquent Taxes	494.97			494.97
Intergovernmental Revenues:				
State Shared Revenue	47,278.69			47,278.69
County Shared Revenue:	1,429.53			1,429.53
Charges for Goods and Services:				
Sanitation	3,937.45			3,937.45
Culture and Recreation	155.10			155.10
Miscellaneous Revenue and Other Sources:				
Investment Earnings	5,182.51			5,182.51
Contributions and Donations from Private Sources	3,300.00			3,300.00
Other Revenues	805.28			805.28
Total Revenue and Other Sources	408,937.66	12,002.52	109,133.01	530,073.19
Expenditures and Other Uses:				
Legislative	29,546.70			29,546.70
Financial Administration	90,529.63			90,529.63
Other General Government	37,031.98			37,031.98
Police	32,721.00			32,721.00
Fire	31,708.00			31,708.00
Other Protection	536.31			536.31
Highways and Streets	63,588.67			63,588.67
Sanitation	7,527.47			7,527.47
Health	4,304.79			4,304.79
Ambulance	6,000.00			6,000.00
Recreation	109,896.09	3,000.00		112,896.09
Parks	36,923.90			36,923.90
Libraries	3,690.46			3,690.46
Economic Development and Assistance	7,792.88			7,792.88
Debt Service	20,679.92			20,679.92
Total Expenditures and Other Uses	482,477.80	3,000.00	0.00	485,477.80
Increase/Decrease in Fund Balance	(73,540.14)	9,002.52	109,133.01	44,595.39
Ending Balance:				
Restricted		53,715.42		53,715.42
Committed			725,255.90	725,255.90
Unassigned	246,830.35			246,830.35
Total Ending Fund Balance	246,830.35	53,715.42	725,255.90	1,025,801.67
Governmental Long-term Debt				91,206.391

PROPRIETARY FUNDS--MODIFIED CASH BASIS

	Water Fund	Sewer Fund
Beginning Balance	428,668.51	756,704.05
Revenues	209,086.74	1,411,061.69
Expenses	299,121.91	1,307,462.58
Ending Balance:		
Restricted for:		
Revenue Bond Debt Seivce	125,817.89	259,104.23
Unrestricted	212,815.45	601,198.93
Enterprise Long-term Debt	1,032,760.42	2,135,554.33

The preceding financial data does not include fiduciary funds or component units. Information pertaining to those activities may be obtained by contacting the municipal finance officer at 605-340-2068

Municipal funds are deposited as follows:

Depository	Amount
IR elia b: accn::k	1,032,760.42
[c] Trust Bank	1,102,793.91