

City of Colton City Council  
Regular Monthly Meeting Agenda  
Date: 10/20/2025 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
  - b. Approve September 8th regular monthly meeting minutes
  - c. Approve September 15<sup>th</sup> first budget reading minutes, and 29<sup>th</sup> budget reading
  - d. Approve October Claims
- 4) Public Time/Hearing(s):
  - a. Monte Koopman - Colton Fire Department Update
  - b .
- 5) Reports/Other business:
  - a. Banner Engineering Report with Weston Basius
  - b. Pay request #3 -
  - c. Minnehaha County Sheriff Patrol Hours
  - d. Colton Public Water System results
  - e. Applications for Donation/Funding
  - f. Discussion on updating operating agreements for TJz Bar and Restaurant, Classic Corner, Dollar General
  - g. Letter from Attorney General discussing late audit daily fine
- 6) Quotes:
  - a. Dust Control cost for Bumblebee-Gibson Inc. 1.65/gal.
  - b. Natare Pools quote
  - c. Baseball Field Guidelines Signs purchase
- 7) Ordinances, resolutions, policies, motions:
  - a. Motion to approve Schoenfish compilation of 2024 Annual Report
  - b. Motion to renew liquor licenses for TJz Bar and Restaurant, Classic Comer, Dollar General
  - c. 2026 Tax Levy Certification filed with Minnehaha County Auditor
  - d. Ordinance No. 1-2026 adoption of FY2026 budget
- 8) Adjourn:

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**Dawn Pilker**  
City of Colton Finance Officer

**Date**

**Trevor Bunde**  
City of Colton Mayor

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 10/20/2025

1) **Call to order / Roll call.** At 6:30 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 8<sup>th</sup>, 15<sup>th</sup> and 29<sup>th</sup>. 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 Time.**

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 6<sup>th</sup> addition with no action over the last month. Charles and 6<sup>th</sup> St grading work and removal of failed culvert will be completed by 1<sup>st</sup> 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 4<sup>th</sup> 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 8<sup>th</sup> meeting at Taopi Hall will be posted to allow questions and discussion on the 4<sup>th</sup> St project.
- C. Lighting replacement of 9 light poles need 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 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> and Dakota and the NW corner of 4<sup>th</sup> and Minnesota. Council input was given for slope and direction of sidewalk opening to street.

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 10/20/2025

- 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 4<sup>th</sup> 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 Sheriffs Office.
- I. Colton public water system testing results were reviewed - system is in compliance.
- J. The council discussed taking 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 22<sup>nd</sup>.
- 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's 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.

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

Published:

Published once at the approximate cost of \$

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 09/08/2025

- 1) **Call to order/ Roll call:** At 6:30 PM the meeting was called to order by Mayor Bunde in Colton City Hall. Council Members Bunjer, Evans, Lyon, Vande Voort, and Wochnick answered the roll call. 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 Lyon\ to approve the meeting minutes from August and agenda for September. Motion passed with all members voting aye.
- 3) **Public Time:**
  - A. SDPAA, Executive Director, Lynn Bren, presented a Property & Casualty Coverage Quote for the City of Colton. Decision to follow on September 15<sup>th</sup>.
  - B. The Fire Department report was presented by Monte Koopman. There were 5 EMS calls, 3 training sessions, and 1 football game.
- 4) **Reports/Other Business:**
  - A. Weston Blasius, with Banner Associates, went over the monthly engineering report and wastewater facility plan. Approval was given by the council to finalize the wastewater report. A motion was made by Lyons and seconded by Wochnick for the 2<sup>nd</sup> pay request of \$89,089.87. Motion passed with all members voting aye.
  - B. Banner Associates **will** continue to provide Funding and Grant opportunity information.
  - C. The council discussed the DANR Community Forestry Tree Grant approval and decided to deny the Grant opportunity and go forward with planting trees in Colton Redway Park, through our Public Works Superintendent.
  - D. The council reviewed the monthly activity and hours for the Minnehaha County Sheriff's Office.
  - E. The council set the date of September 15, 2025, for the first reading of the 2026 budget.
  - F. City Hall will be closed October 2<sup>nd</sup> and 3<sup>rd</sup>. Finance Officer will be out of town.
  - G. City Hall will be closed October 13<sup>th</sup> in observance of Columbus/Indigenous Peoples Day.
- 5) **Quotes:**
  - A. A motion was made by Wochnick and seconded by Vande Voort to table the Insurance review from Boen & Associates until the September 15<sup>th</sup> meeting. Motion passed with all members voting aye.
  - B. A motion was made by Lyon\ and seconded by Vande Voort to buy a new mini-CPU for the conference room computer. Motion passed with all members voting aye.
- 6) **Ordinances, resolutions, policies, motions:**
  - A. A motion by Wochnick and seconded by Evans for Colton Pool renovation project funds to be tabled to gather quotes and grant information from Game, Fish and Parks. Motion passed with all members voting aye.
  - B. Trevor will gather rate information for CorTrust/SDFit CD information and will provide an update in October.
  - C. Discussion to pay intern Luke Avery \$15.00/hour up to 10 hours a week was approved.

City of Colton City Council  
Regular Monthly Meeting Minutes

Date: 09/08/2025

- D. A motion was made by Wochnick and seconded by Evans to approve Abatement 2025-0290 with all members voting aye.

7) **Adjourn:**

- A. The meeting was adjourned at 9:43 PM by a motion made by Wochnick and seconded by Evans. Motion passed with all members voting aye.

Respectfully Submitted,

Dawn Pilker  
Colton Finance Officer  
605-340-2052

Published:

Published once at the approximate cost of\$

City of Colton City Council  
Special Session Meeting Agenda  
Date: 09/15/2025 Time: 6:30 PM Meeting  
Colton City Hall 309 E 4th St, Colton, SD,  
57018

Call to Order/ Roll call: At 6:30pm, the meeting was called to order by Mayor Bunde in Colton City Hall. Council Members Bunjer, Evans, Lyon, Vande Voort, and Wochnick answered roll call. Finance Officer Pilker and Public Works Superintendent Jeritt Pedersen were also present.

- 1) A motion was made by Evans and seconded by Wochnick to approve the special meeting agenda. Motion passed with all members voting aye.
- 2) Public time had no requests at this meeting.
- 3) Ordinances, resolutions, policies, motions:
  - a. A motion was made by Wochnick and seconded by Lyon for the Insurance Provider for the City of Colton to be switched to SDPAA. Motion passed with all members voting aye.
  - b. A motion was made by Vande Voort and seconded by Bunjer adopt Resolution number 15-2025, for the Council to give Friends of Baseball authority for renovations and improvements to the Baseball Fields at Redway Park. Motion passed with all members voting aye.
  - c. A motion was made by Lyon and seconded by Wochnick to approve coverage of \$950.56 for the employee health plan for the Finance Office with the employee paying the additional coverage. Motion passed with all members voting aye.
  - d. Council went over the first reading of the FY2026 budget. Adjustments will be made to reflect the new insurance provider, employee health plan, employee and council raises. Next budget reading will be at the October 20th regular monthly city council meeting.

3) Adjournment: The meeting was adjourned at 9:15pm by a motion made by Wochnick and seconded by Vande Voort. Motion passed with all members voting aye.

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

Published once at the approximate cost of\$.

Resolution No. 15-2025  
City of Colton, South Dakota

A RESOLUTION AUTHORIZING THE COLTON FRIENDS OF BASEBALL TO RENOVATE THE BASEBALL FIELDS AT REDWAY PARK WITH COUNCIL APPROVAL

WHEREAS, the City of Colton recognizes the importance of providing and maintaining quality recreational facilities for the benefit of its residents and surrounding communities; and

WHEREAS, Redway Park is a vital community space that serves as a hub for youth recreation, community gatherings, and local baseball activities; and

WHEREAS, the Colton Friends of Baseball, a non-profit organization dedicated to promoting baseball and community engagement, has requested authority to plan and undertake renovations to the baseball fields located at Redway Park; and

WHEREAS, the City of Colton wishes to empower community-led efforts that improve public facilities, and recognizes the Colton Friends of Baseball as a trusted partner in carrying out these improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colton, South Dakota, that:

1. The Colton Friends of Baseball are hereby granted authority to plan and implement renovations to the baseball fields at Redway Park.
2. All renovation plans and construction activities must first be presented to and approved by the Colton City Council prior to commencement.
3. The City of Colton shall retain final oversight authority to ensure that the renovations meet community expectations, comply with applicable laws and regulations, and preserve the integrity of Redway Park as a public recreational facility.
4. The City of Colton hereby entrusts the Colton Friends of Baseball with primary responsibility for leading renovation and improvement efforts at the Redway Park baseball fields, working in partnership with the City Council.
5. The City of Colton extends its appreciation to the Colton Friends of Baseball for their leadership, commitment, and investment in improving recreational opportunities for current and future generations.

Adopted this 15 day of September , 2025, by the City Council of the City of Colton, South Dakota.

CITY OF COLTON, SOUTH DAKOTA

Mayor, Trevor Bunde

ATTEST:



Finance Officer

Dawn Pilker



*Expires 8-21-31*

COUNCIL ACTION

Motion by: Larry Vande Voort

Second by: Brenden Bunjer

VOTE: /

Yes  No  Absent

Passed and approved this 15th day of Septmeber , 2025.

City of Colton City Council  
Special Session Meeting Agenda  
Date: 09/2,9/2025 Time: 6:30 PM Meeting  
Colton City Hall 309 E 4th St, Colton, SD,  
57018

Call to Order/ Roll call: At 6:30pm, the meeting was called to order by Mayor Bunde in Colton City Hall.

Council Members Evans, Lyon, Vande Voort, and Wocbnick answered roll call, with Bunjer arriving after roll call. Finance Officer Pilker was also present.

1) A motion was made by Evans and seconded by Wocbnick to approve the special meeting agenda.  
Motion passed with all members voting aye.

2) Motions, Ordinance, Quotes:

- a. A motion was made by Lyon and seconded by Evans to approve a payment of \$7,100.00 to Mitchell Construction Inc, for clay/dirt for use towards the 41h Street project in 2026.  
Motion passed with all members. voting aye.
- b. A motion was made by Wocbnick and seconded by Vande Voort to approve Parklane Pool Company to complete a pressure test on the pool lines. Motion passed with all members voting aye.
- c. Council went over the second reading of the FY2026 budget. Adjustments will be made to reflect the accurate funds available. Final budget approval will be at the October 20th regular monthly city council meeting.

3) Adjournment: The meeting was adjourned at 7:35pm by a motion made by Vande Voort and seconded by Wocbnick. Motion passed with all members voting aye.

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

Published once at the approximate cost of\$.

**City Claims September 2025**

Vendor	Amount	Description
Access Systems		Mo, Printer Service Contract
Amazon	\$759.00	New mini CPU for conference room
Badger Meter	\$ 104.34	Water meter service fees
Banner	\$ 35,224.40	Mo-Inv:46181,46215,46342,46495,46503
Banyan	\$ 3,185.00	PRN, Banyan System Training
Busser Electric, LLC	\$ 287.59	Repair Electric @ Ball Field
Classic Corner	\$ 261.08	Mo - City Vehicle Fuel
Cortrust	\$ 316.89	Mo, NMI gateway CC processing fees
Dakota Ag Grain Center	\$ 182.50	Gunslinger P+D Restricted (reimburse Jerrit)
Dells Farm & Tire LLP	\$ 315.00	9 gal. of tire sealant
Dollar General	\$ 44.60	August Charge
Golden West	\$ 184.41	Mo - Telecommunication, Internet Services
IRS	\$ 988.88	Late payments+ interest from Feb - Sept.
Meierhenry Sargent LLP	\$ 150.00	PRN - Attorney Fees
Mid-American Energy	\$ 40.99	Mo, Natural Gas
Minnehaha Community Water Corp	\$ 4,927.85	Mo, City Water
New Century Press	\$ 162.01	Mo,The Minnehaha Messenger, publication fees
Public Health Laboratory	\$230.00	City Water Tests - Trihalomethane analysis, haloacetic
Pye Barker Fire & Safety	\$716.00	Fire Ext. inspections, hazmat compliance
Raztech	\$ 545.25	Mo, IT - website maitenance
RDO Equipment Co.	\$ 106.14	oil filter, seal, hydrau oil 5g, shop towels
Reliabank	\$ 9,437.30	Mo, Payroll 20, 21, 9,
Reliabank	\$ 5,141.19	Mo, Payroll Taxes 2024, IRS - EFTPS (Form 941)
Reliabank	\$ 3,828.42	Mo, SDRS
Reliabank Visa CC	\$ 863.87	Mo, City CC's
50811	\$ 28.35	Mo, Invoice #SD25-02590 Call Before you Dig
South Dakota Public Assurance Alliance	\$ 20,735.43	City Insurance Coverage /+1 year retro coverage
Sign Design	\$ 180.00	4 New City Logo Signs
Sioux Falls Are Humane Society	\$ 126.40	City contract call fee and mileage for animal pickup
Sioux Valley Energy	\$ 2,732.50	Mo, City Electricity
The Family Farm	\$ 780.00	Trees and instillation at Redway Park
Udrive Technology	\$ 50.16	Mo, Quickbooks
Wealth Mgmt TFR (CW/OW)	\$ 12,444.87	Qt, CW-02, DW-01, DW-02
<b>Total</b>	<b>\$ 105,080.42</b>	

Reliabank Pool CD	\$ 36,225.04	9/26/25 Balance
Reliabank	\$ 807,300.64	10/17/25 Balance
CorTrust Bank	\$ 1,209,514.11	10/17/2025 Balance



# ENGINEERING REPORT

<b>TO</b>	Colton, SD
<b>DATE</b>	October 16, 2025
<b>SUBJECT</b>	Monthly Engineering Report- October 20 <sup>th</sup> Council Meeting

## General Engineering- 22405.00 (Project Manager-Weston Blasius)

- Colton 6<sup>th</sup> 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.

**Council Action for Consideration:** None

## Colton 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> St
  - o Construction Completed on this contract
  - o Coordinating on final quantities and project close-out
- 4<sup>th</sup> St Roadway and Utility Improvements
  - o 60% design completed on roadway
  - o Property Owner meetings were conducted
  - o Review comments received from SD DOT

Project Schedule:

- Preliminary Plan Submittal to SD DOT-August 15, 2025
- Plan Submittal to DOT/FHWA and DANR for review-October 31, 2025
- Ready for Bid Letting: December 1, 2025

**Council Action for Consideration:**

1. Set public open house date
2. Lighting replacement; we are anticipating that street light power will need to be replaced. We will plan for conduit for the street light wire and junction boxes at each light pole location.
3. Tree removal in the alley behind the Beauty Bar-City received a quote of \$5,000 to remove the trees.
4. Does the City want to install sidewalk drains for future roof drain systems (Koopman, Beauty Bar, Farm Tails, Paul Groos).
5. Sidewalk discussion at the SW corner of 4<sup>th</sup> and Dakota and NW corner of 4<sup>th</sup> and Minnesota
6. Pay Request No. 3 Approval for Sherman Ave and 4<sup>th</sup> St Sanitary Sewer Improvements



**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 8<sup>th</sup> council meeting.
- Banner is making final comments prior to submittal to DANR.

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

**Council Action for Consideration** ♦None

**Colton Phase 4 and Storm Sewer Improvements - 23872 .00(Project Manager-Weston Blasius)**

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 with exception to asphalt repair deficiencies and seeding deficiencies.

Project Schedule:

- Banner completed a review of the punch list on September 5, 2025.
- 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

[b.filtnerassociates.com](http://www.b.filtnerassociates.com)



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 Tel605.692.6342  
 TollFree 855.323.6342  
[www.bonnerassoc1otes.com](http://www.bonnerassoc1otes.com)

October 17, 2025

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

RE:Colton Phase 4 & 5 Sherman Ave and 4<sup>th</sup> St Sanitary Sewer Improvements

Dear Mr, Bunde:

Underground Connections, LLC has submitted Pay Request No. 3 for the Colton Phase 4 & 5 Sherman Ave and 4<sup>th</sup> St Sanitary Sewer Improvements Project.

This pay request is for work completed through the period of 9/3/2025 to 10/16/2025.

Banner has reviewed the pay request and recommends payment in the amount of \$77,708.70. The balance remaining after Pay Request No. 3 is \$27,630.68.

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

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$77,708.70	\$171,271.57
<b>Total</b>	<b>\$77,708.70</b>	<b>\$171,271.57</b>

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 4<sup>th</sup> St Sanitary Pay Request No. 3.pdf

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Colton</u>	<b>Owner's Project No.:</b> <u>NA</u>
<b>Engineer:</b> <u>Banner Associates, Inc.</u>	<b>Engineer's Project No.:</b> <u>24327.00</u>
<b>Contractor:</b> <u>Underground Connections, LLC</u>	<b>Contractor's Project No.:</b> <u>NA</u>
<b>Project:</b> <u>Colton Phase 4 &amp; S Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
<b>Contract:</b> <u>Colton Phase 4 &amp; 5 Sherman Ave and 4th St Sanitary Sewer Improvements</u>	
<b>Application No.:</b> <u>3</u>	<b>Application Date:</b> <u>10/20/2025</u>
<b>Application Period:</b> From <u>9/3/2025</u> to <u>10/16/2025</u>	

1. Original Contract Price	\$	<u>198,902.25</u>
2. Net change by Change Orders	\$	
3. Current Contract Price (Line 1 + Line 2)	\$	<u>198,902.25</u>
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	<u>190,301.75</u>
5. Retainage		
a. <u>10%</u> X \$ <u>190,301.75</u> Work Completed=	\$	<u>19,030.18</u>
b. _____ X \$ _____ = Stored Materials =	\$	
c. Total Retainage (Line S.a + Line S.b)	\$	<u>19,030.18</u>
6. Amount eligible to date (Line 4 - Line S.c)	\$	<u>171,271.57</u>
7. Less previous payments (Line 6 from prior application)	\$	<u>93,562.87</u>
8. Amount due this application	\$	<u>77,708.70</u>
9. Balance to finish, including retainage (Line 3 - Line 4 + Line S.c)	\$	<u>27,630.68</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 - John Peters

**Signature:** *John Peters* **Date:** 10/17/2025

<b>Recommended Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u><i>[Signature]</i></u>	<b>By:</b> <u><i>[Signature]</i></u>
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> <u>10/20/2025</u>	<b>Date:</b> <u>10/20/25</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Process Estimate - Unit Price Work

Owner: City of Colton  
 Engineer: Banner Associates, Inc.  
 Contractor: Underground Connections, LLC  
 Project: Colton Phase 4 & S Sherman Ave and 4th St Sanitary Sewer Improvements  
 Contract: Colton Phase 4 & S 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.: 3 Application Period: From 03/25 to 10/16/25 Application Date: 10/20/25

A	B	C	D	E	F	G		I	J	K	L
						H	H				
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (CXE) (\$)	Estimated Quantity Incorporated In the Work	value of Work Completed to Date (EXG) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J/ F) (%)	Amount to Finish If • JI (\$)
1	Mobilization	1	LS	\$35,500.00	35,500.00	1.00	35,500.00		35,500.00	100%	-
2	Traffic Control Signs	1365	LS	\$4.80	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	\$176.00	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 3 Barricade, Single Sided	13	Each	\$132.00	1,716.00	13.00	1,716.00		1,716.00	100%	-
7	Placing Contractor Furnished Topsoil	2	CY	\$300.00	60.00	4.00	120.00		120.00	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
12	Sweeping	6	Hr	\$200.00	1,200.00	2.00	400.00		400.00	33%	800.00
13	Manhole Construction Plate Marker	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	\$5.00	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	\$350.00	1,750.00	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	Install 4" Sanitary Sewer Service Connection	3	Each	\$750.00	2,250.00	3.00	2,250.00		2,250.00	100%	-
32	4" Dia Sanitary Sewer Manhole	3	Each	\$5,000.00	15,000.00	3.00	15,000.00		15,000.00	100%	-
33	Additional Vertical Feet Manhole	4.80	VF	\$1,200.00	5,760.00	4.80	5,760.00		5,760.00	100%	-
34	5" Sewer Plug/Cap	1	Each	\$100.00	100.00	1.00	100.00		100.00	100%	-

Pro\_Kress 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 Shertnin 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.: 3		Application Period: From 09/03/25 to 10/16/25		Application Date: 10/20/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Information		Value of Bid Item (C X E)		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + J) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
35	8" Sewer Coupling	4	Each	\$250.00	1,000.00	4.00	1,000.00				
36	Connect to Existing Sanitary Sewer Pipe	4	Each	\$2,000.00	8,000.00	4.00	8,000.00		1,000.00	100%	
36	4" Sanitary Sewer Cleanout	1	Each	\$650.00	650.00	1.00	650.00		650.00	100%	
37	4" Sanitary Sewer Cleanout	1	Each	\$650.00	650.00	1.00	650.00		650.00	100%	
38	Base Course	1,050	Toe	\$25.00	26,250.00	1,036.10	25,902.50		25,902.50	99%	347.50
39	Concrete Curb & Gutter	41	Lf	\$55.00	2,255.00	41.00	2,255.00		2,255.00	100%	
40	Ommeret Valley Gutter, 8" Thick	40	SY	\$160.00	6,400.00	40.00	6,400.00		6,400.00	100%	
41	4" Concrete Sidewalk	249	SF	\$9.00	2,241.00	249.00	2,241.00		2,241.00	100%	
42	Concrete Sampling and Testing	1	Each	\$550.00	550.00	1.00	550.00		550.00	100%	
43	Adjust Mnholo	3	Each	\$1,500.00	4,500.00	3.00	4,500.00		4,500.00	100%	
Original Contract Totals				\$	198,902.25		\$ 190,301.75	\$	\$ 190,301.75	96% \$	8,600.50

Proress 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.:	3	Application Period:	From	09/13/25	to	10/16/25	Application Date:	10/20/25
<p><b>Change Order</b></p>								
<p><b>Change Order Totals</b></p>								
<p><b>Project Totals</b></p>								
<p>Project Totals \$ 198,307.25</p>								
<p>Change Order Totals \$ 190,301.75</p>								
<p>Project Totals \$ 388,609.00</p>								





# Colton Patrol Hours

## September 2025

### Patrol Hours

#### **Blue Days**

---

LARSON, MATTHEW	2.38
MATSON, SPENCER	7.66
WESTERBUR, DYLAN	4.98

---

#### **Blue Nights**

---

DEBERG, JAKOB	2.09
FRANK, KATHERINE	0.45
KAISER, PATRICK	1.68

---

#### **Yellow Days**

---

BARTSCHER, JOSHUA	8.91
BURNS, JASON	2.60
FEDDERSEN, WAYNE	4.89

---

#### **Yellow Nights**

---

BENCOMO, CARLOS	4.48
BULLIS, MATTHEW	1.89
HARTLEY, CORY	1.83
KERZMAN, DAWSON	5.23
WAHL, ALEXANDER	2.07
WILLCOX, STEPHEN	1.00

---

#### **Rover**

---

GALLOWAY, LUKE	5.25
HENSCH, SKYLER	1.27
MACDONALD, IAN	6.52

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<b>Contracted Hours</b>	65.00
<b>Total Hours for September</b>	<b>65.18</b>
<b>Over/Under</b>	<b>0.18</b>

**COLTON**

MCSO ACTIVITY

ARRESTS	2025
	JULY-SEPT
DUI	0
DRUG	2
ASSAULT	1

CASE REPORTS	2025
	JULY-SEPT
DRUG	2
ASSAULT	1
THEFT/BURGLARY	2

CITATIONS	2025
	JULY - SEPT
SPEEDING	8
STOP SIGN	0
SEAT BELT	2
NO INSURANCE	1



**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

221 MALL DRIVE, SUITE #201  
RAPID CITY SD 57701  
danr.sd.gov

September 24, 2025

Mr. Jerrit Pedersen  
City of Colton  
PO Box 66  
Colton, SD 57018-0066

RE: Colton Public Water System (EPA ID 0390)

Dear Mr. Pedersen:

The Drinking Water Program has received results of your Stage 2 Disinfection By-Products (DBP) sample dated September 3, 2025. The system is in compliance with the maximum contaminant levels for the Stage 2 DBP rule. The regulations require that the results of the compliance monitoring be kept on file for at least ten years.

The TTHM and HAAS test results allow the system to remain on a reduced monitoring frequency. The system will be required to sample annually at the approved sampling location. Colton's approved sampling location is: 106 S Glenn.

**Your next DBP sample is due between August 1 and September 30, 2026.**

Thank you for your interest in maintaining a safe water supply for your community. If you have any questions about this matter, please email or call me at my direct phone line listed below.

Sincerely,

Erin Fagnan  
Drinking Water Program  
(605) 910-4953



STATE OF SOUTH DAKOTA



**OFFICE OF ATTORNEY GENERAL**

1302 East SD Highway 1889, Suite 1  
Pierre, South Dakota 57501-8501

Phone (605) 773-3215

Fax (605) 773-4106

<http://atg.sd.gov>

**MARTY J. JACKLEY**  
ATTORNEY GENERAL

**BRENT K. KEMPEMA**  
CHIEF DEPUTY

October 1, 2025

Mayor Trevor Bunde  
City of Colton  
309 East 4th Street  
Colton, SD 57018

Dear Mayor Bunde,

This summer, you received a letter from Auditor General Russell Olson informing you that he had not received an audit for your municipality. In 2018, the Legislature imposed a monetary penalty for not filing time audits with Legislative Audit. The penalty imposed is ten dollars per day for each day the audit remains delinquent. Pursuant to this law, Legislative Audit is required to notify the Attorney General of the amount and the Attorney General is required to impose the penalty absent good cause. I am kindly requesting that you please not place me in this position and make every effort to obtain your audit.

I am aware that local governments are having difficulties locating third party firms to conduct audits. As you are aware, an audit provides a valuable management tool for assessing a municipality's fiscal performance. An audit can reveal underlying causes of financial distress. It can help you with your budgetary decision and more easily prevent fraud. Importantly, an independent audit increases citizen confidence in your management of the public resources entrusted to you.

If you are having difficulty finding an auditor, I suggest that you look at the South Dakota CPA Society website which has a "Find a CPA" feature. The website is as follows:

<https://www.sdcpa.org/For-the-Public/Find-a-CPA>

Once you are at the CPA Society's website search for assurance services and focus on those firms that indicate schools and local governments. There are also firms from other states that could provide audit (assurance) services.

Thank you for taking care of this issue as soon as possible. Do not hesitate to contact my office or Legislative Audit if you have questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Marty J. Jackley".

Marty J. Jackley  
ATTORNEY GENERAL

A handwritten note in blue ink that reads "Mayor - Thank you!".

MJJ/sn



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

Sent via email: [jjlyon68@gmail.com](mailto:jjlyon68@gmail.com)

Attention: Julie Lyon  
City of Colton  
309 East 4th St  
Colton, SD, USA 57018

<b>Project:</b>	Colton Pool
<b>Location:</b>	Colton, SD 57018
<b>Reference:</b>	60mil PVC Membrane System
<b>Bid Date:</b>	N/A

**We are pleased to submit our quotation and the terms of the sale of the equipment, materials and services as detailed and itemized on the attached schedule.**

Payment Terms: 1/3 with order, 1/3 with approved submittals. 1/3 upon final invoice  
*Payment terms as listed above are subject to review of credit and project information.*

*Please check the box and initial if the above terms have been reviewed and are acceptable*

**D**

FOB Point: Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

This quotation is valid for <b>Acceptance By:</b>	<b>September 24, 2025</b>	<i>After this date our proposal is subject to repricing</i>
This quotation is valid for <b>Shipment By:</b>	<b>November 23, 2025</b>	<i>After this date our proposal is subject to repricing</i>

### Terms and Conditions

Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.

This Quotation is deemed accepted upon execution of the Quotation by authorized representatives of Purchaser and Natare, or by the use of the Quotation or disclosure of the identity of Natare in Purchaser's bid documents, or such other acts as may be defined hereafter.

NATARE Corporation ("Natare") agrees to sell to Purchaser the equipment, materials and/or services that are detailed and itemized on the attached schedule(s), solely upon the terms and conditions stated herein, which terms are stated on the face or reverse of any part hereof or incorporated by reference. By signing below or accepting goods or services pursuant to this proposal, Purchaser agrees to all such Terms and Conditions.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, **20** \_\_\_\_\_ NATARE CORPORATION (Seller)

Purchaser:

By:

By:

**Garrett M. Yoder (317) 222-3681 (direct)**

[gyoder@natare.com](mailto:gyoder@natare.com)

Purchaser acknowledges that the information, pricing and materials contained herein constitute confidential and proprietary information which is the sole property of Natare Corporation, and that such information shall not be disclosed to any third party or used by Purchaser in manner other than required by the awarding authority.



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

**Notwithstanding provisions contained on the front side hereof, this Quotation & Agreement ("Quotation") shall not be binding on Natare Corporation (hereinafter called "Natare" until accepted in writing by Natare's duly authorized officer or representative. In the event that there is any conflict between the provisions of any other document and this Quotation, the terms of this Quotation shall govern. The term "Purchaser" as used herein refers to the party identified on the reverse side hereof ordering, receiving or accepting goods, services, items, equipment and/or supplies (hereinafter called the "Items") from Natare and said ordering, receiving or accepting of the Items shall constitute acceptance of all Terms and Conditions contained in this Quotation, at Natare's sole discretion.**

Natare has relied upon information provided by Purchaser or from plans, specifications or other documents in preparing this Quotation. Purchaser agrees to verify the accuracy and completeness of quantities, dimensions and work to be performed hereunder, as well as compliance with any applicable plans and specifications. Only the Items and quantities on the attached equipment schedule are to be provided. No additions, changes, or deletions will be made to the Items, except upon written confirmation of such changes by Natare to Purchaser. Natare shall not be liable for any conflict between the Items, dimensions or quantities listed or any itemized bill of material in either the plans or specifications. If any additional Items or quantities are required by the Purchaser, such Items shall be considered "Optional Extras", and shall be sold by Natare at its sole discretion, to Purchaser at the current Natare prices related thereto. All of such Optional Extras shall be subject to the Terms and Conditions of this Quotation. This Quotation is subject to approval of Purchaser's credit. Natare may at any time decline to make any delivery except upon receipt of payment or security or upon such other terms as are satisfactory to Natare's credit department.

The Items to be supplied by Natare may be subject to Purchaser's or other's approval of Natare's shop drawings, data sheets, prints, drawings or related documents, (the "Submittals"). Natare agrees to provide such Submittals within a reasonable time after it receives from Purchaser all required documents and information necessary for the preparation of such Submittals. Once reviewed, approved or returned by Natare to Purchaser or other parties, the Submittals shall govern as to the details of the Items. Natare shall rely on such approvals throughout the furnishing of the Items. In the event any of the Items on the Submittals are disapproved, Purchaser shall notify Natare promptly. Regardless of such disapproval, Natare shall have no obligation to furnish any equipment or services other than that originally described in the Quotation. Natare shall not be liable for any conflict between the Items and the requirement of any law, code, ordinance, plans, specifications or other contract documents. Any such Submittals are expressly incorporated into this Quotation.

This Quotation assumes shipment of the Items by the date specified herein, or within a reasonable period of time if no date is designated. If shipment is delayed for any reason beyond the date specified above, or beyond a reasonable period of time if no date is specified, the prices for the Items shall be subject to increase at Natare's sole discretion. Natare may, at its sole discretion, furnish the Items to Purchaser in partial shipments. Purchaser shall pay for partial shipments as received and according to the terms and conditions of Natare's accompanying invoices. In the event Purchaser fails or refuses to pay for any partial shipment or delivery according to the terms of the accompanying invoice, Natare shall be entitled, without notice and at its sole discretion, to suspend its work hereunder and forgo further work and shipments until such invoices are brought current. Natare shall have no further obligation hereunder until and unless Purchaser shall have performed all payment obligations. Natare may recover any additional costs it has incurred by virtue of such suspension of work and the default of Purchaser, including reasonable attorneys' fees.

Unless otherwise agreed in writing, terms of payment are net cash, due upon receipt. In the event any invoice is not paid within thirty calendar days, after the date thereof, Purchaser shall pay a late payment fee on the unpaid amounts at the rate of 1 1/2% per month on any outstanding sums from the due date thereof until date of payment. Purchaser shall also pay all collection costs of Natare on any delinquent amounts, including but not limited to, any and all court costs and attorneys' fees, regardless of any off-set or claim by Purchaser whether by Court action or negotiation. In the event of Purchaser's breach or default regarding any Term or Condition of this Quotation, Natare shall be entitled to recover all consequential and incidental damages caused by such breach or default, including without limitation all attorneys' fees, costs and expenses incurred in enforcing the Terms and Conditions of this Quotation. All such invoices are expressly incorporated into this Quotation.

Shipments by Natare to Purchaser or to the designated delivery point shall be "FOB Origin", unless otherwise specifically agreed by Natare in writing. Purchaser acknowledges that the delivery date is only an estimate of delivery based upon acceptance in writing on this contract date and not a guaranty. Natare may, at its sole discretion, extend the time of delivery for a reasonable period of time. Natare shall not be responsible or liable for any delay in production or delivery of the Items resulting from or arising out of: (a) incorrect or incomplete plans, specifications or working data; (b) strikes, labor disturbances, riots, shortages of labor or materials; (c) foreign or domestic embargoes or seizures; (d) acts of God, insurrections or war; (e) any law, ordinance, regulation, or ruling that impacts Natare's production or delivery hereunder; (f) shortages and absence of transportation or routes; (g) acts or occurrences impacting the transportation or production of the Items or any ingredients used in or connection with respect to the delivery of Items; or (h) any events beyond Natare's control. Purchaser assumes responsibility for ensuring that jobsite or delivery point is at all times freely accessible to the delivering carrier or Natare's personnel. Natare shall be entitled to an equitable adjustment to the price stated herein and the time of delivery in the event that it is delayed in the manufacture or shipment by causes beyond its control or by the acts or omissions of Purchaser. The risk of loss of the Items shall pass to Purchaser as soon as they are delivered to Purchaser at its place of business or at the place designated for delivery herein. If no such address is designated, then the risk of loss shall pass to Purchaser as soon as the goods are ready for delivery and without regard to a notice thereof.

Natare makes no representation or judgment regarding the suitability, performance, adequacy, completeness, accuracy, or legality of Purchaser's designs or of any plans and specifications applicable to the Project (as defined on the preceding page), or any engineering related thereto, and specifically disclaims all liability therefore. A general description of the Items included in this Quotation shall not constitute a warranty or representation of qualities and characteristics of the Items. Natare makes no representation, warranty or guaranty as to the suitability of any goods or Items for any particular purpose and will not be responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory, or contractual), including special building or construction codes. Natare provides no warranty or representation regarding the Items that is not expressly stated herein, and any other such representation or warranty is hereby disclaimed. No agent or representative of Natare shall be authorized to alter or amend the terms of this Quotation without the written approval of a duly authorized officer of Natare.

**Natare further expressly disclaims any implied warranty of fitness for a particular purpose or implied warranty of merchantability. Natare also does not provide any warranty for claims arising from: normal wear and tear; undue wear and tear; damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.**

Natare Corporation      5905 West 74th Street | Indianapolis, IN 46278      (317)-290-8828 | (317)-290-9998 Fax  
www.natare.com | natare@natare.com



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

Purchaser shall furnish Natare with written notice and reasonable evidence of any claimed defect in the Items promptly upon delivery and in any event no later than (10) calendar days after delivery. In the event that such notice and evidence is not furnished as required herein, Natare shall have no liability for such claimed deficiencies. In any event, Natare's liability hereunder shall be expressly limited to correction or replacement of the Items, or prorated refund of the contract price, as Natare shall in its sole discretion determine. Except as set forth above, Natare shall have no liability for any damages in connection with the furnishing of the Items to the Purchaser, whether direct or indirect, general, special or consequential, or for any expense, cost, damage or loss of any nature whatsoever, including any penalty or liquidated damages. Failure of Purchaser to provide to Natare written notice of defect within ten (10) calendar days after delivery (or completion of installation, if applicable), shall constitute irrevocable acceptance of the materials and workmanship by Purchaser, and an admission and acknowledgment by Purchaser that the materials and workmanship so furnished fully comply with all terms, conditions and specifications of this Quotation. Natare's maximum liability hereunder shall in no event exceed the purchase price attributable to the materials or workmanship ultimately proved to be defective or unsuitable. No back charges, charge backs, or holdbacks by Purchaser will be honored by or enforceable against Natare unless first approved in writing by an authorized representative of Natare before such back charge or expense is incurred.

Purchaser shall hold Natare harmless of and from, and defend and indemnify Natare against, any claim brought against Natare for any alleged or actual infringement of any patent, copyright, trademark, proprietary interest, process or formula arising from Natare's use of designs, plans engineering processes, or formulas supplied, determined or requested by Purchaser, including without limitation, attorneys' fees incurred in the defense of such claims. All technical advice, data and recommendations supplied by Natare are furnished and intended only for use of and by persons with the skills and knowledge to apply the information. Natare assumes no responsibility for the use of such information by Purchaser, its employees, agents, or subcontractors.

To the fullest extent permitted by law, Purchaser assumes all liability and expense which may arise out of the injury, sickness or deaths sustained by any individual, or damage to or destruction of any property, by reason of the delivery, supply or use of the Items and/or any defective, faulty, or improper workmanship on the Project. Purchaser shall defend and indemnify Natare and hold it harmless against and from any and all such claims, lawsuits, actions, damages, expenses, judgments, demands, costs and losses, including reasonable attorneys' fees arising out of such delivery, supply or use of Items and/or defective, faulty, or improper workmanship on the Project. This obligation of indemnity shall apply regardless of whether the damages, injuries, expenditures or attorneys' fees or costs are necessitated by the negligence, including the sole negligence, of Natare, its employees, agents or representatives.

Unless expressly agreed in writing, Natare shall not be liable or responsible for the payment or cost of any federal, state or local taxes, fees, assessments or the procurement of bonds, permits, or licenses which may be required for or which may result from Natare's performance hereunder, or to provide or pay for surety in any form for Natare's performance hereunder.

Except for purposes of qualifying as a claimant or intended beneficiary of any payment and performance bond on which Purchaser, or an entity in direct contract or privity with Purchaser, is a principal, Natare shall not be considered a subcontractor on any project for which the goods sold hereunder are intended to be used. Natare specifically disclaims compliance with any federal, state or local law, ordinance or regulation with respect to qualification to do business in any state other than Indiana, unless expressly agreed in this Quotation.

Purchaser grants Natare a security interest in all Items described in this Quotation and in the proceeds therefrom to secure payment of the purchase price and all liabilities hereinafter owing, including costs of collection and attorneys' fees. Purchaser authorizes Natare to file financing and continuation statements relating to the Items signed by Natare only. Natare shall have all remedies of a secured party available under applicable law upon Purchaser's default or when Natare shall find reasonable grounds for insecurity. In the event that Natare shall find reasonable grounds for insecurity in Purchaser's performance, or upon default, Purchaser authorizes Natare to communicate with Purchaser's contracting parties and their privies regarding the moneys due to Purchaser, and to secure payment of the Items by requesting the issuance of a joint check or direct payment from such contracting party.

This Quotation, and all documents incorporated herein, are intended by Natare and Purchaser to be the final, exclusive and complete statement of the Terms and Conditions of the agreement between Natare and Purchaser. Terms and conditions as herein written shall supersede all previous communications, agreements or contracts, written or verbal, and no understanding, agreement, term, condition, trade custom or a course of dealing between the parties shall be binding on Natare or shall be admissible to explain or supplement any term or provision expressed herein. No waiver or modification of the Terms and Conditions hereof shall be effective unless in writing and signed by both parties. Acceptance of this Quotation is limited to the terms contained herein. Any terms contained in any purchase order or other document that is different from, inconsistent with, or additional to the Terms and Conditions herein shall be void. Waiver by Natare of any default by Purchaser hereunder shall be in writing, and such waiver shall not be deemed a waiver by Natare of any other default other than the default specifically waived. This Quotation and any written amendments or supplements hereto shall be binding upon and shall inure to the benefit of Natare and Purchaser, and their respective heirs, assigns, personal representatives, and successors in interest. To the extent any portion or covenant of this Quotation may be held invalid or legally unenforceable by a court of competent jurisdiction, the remaining portions of this Quotation shall not be affected and shall be given full force and effect.

**This Quotation shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. Purchaser hereby submits itself to both the subject matter and personal jurisdiction of the state or federal court of the State of Indiana, and waives any objection thereto. Purchaser agrees that any action hereunder shall be brought in either the state court of Marion County, Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.**

REV 5/11



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

**Project:** Colton Pool  
**location:** Colton, SD 57018  
**Reference:** 60mil PVC Membrane System  
**Bid Date:** N/A

**Natare Corporation**  
**Garrett M. Yoder (317) 222-3681 (direct)**  
**317 290-8828 • 800 336-8828**  
[gyoder@natare.com](mailto:gyoder@natare.com)

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

## Natare PVC Membrane Lining System

Main Pool



<b>Pool Shape:</b>	<b>Rectangular</b>	
<b>length:</b>	<b>80.000 ft</b>	24.384 m
<b>Width:</b>	<b>40.000 ft</b>	12.192 m
<b>Surface Area:</b>	<b>3,200.0 ft<sup>2</sup></b>	297.290 m <sup>2</sup>
<b>Pool Perimeter:</b>	<b>240.000 ft</b>	73.152 m
<b>Minimum Depth:</b>	<b>48.000 in</b>	1,219.2 mm
<b>Maximum Depth:</b>	<b>144.000 in</b>	3,657.6 mm
<b>Average Depth:</b>	<b>8.000 ft</b>	2.438 m
<b>Pool Surface Area to be lined:</b>	<b>5,421.339 ft<sup>2</sup></b>	503.659 m <sup>2</sup>

### Pool Construction:

<b>Type:</b>	<b>In-Ground</b>
<b>location:</b>	<b>Outdoor</b>
<b>Floor Structure:</b>	<b>Concrete (By Others)</b>
<b>Existing Floor Finish:</b>	<b>Paint</b>
<b>Wall Structure:</b>	<b>Concrete (By Others)</b>
<b>Existing Wall Finish:</b>	<b>Paint</b>
<b>Top Edge Configuration:</b>	<b>Skimmers</b>
<b>Membrane Termination location:</b>	<b>Top of Pool Wall</b>

**Important information:** PVC pool linings are excellent systems for a pool interior. However, no PVC pool lining will stop water loss from the inside of the termination flange around lights, drains, inlets and other penetrations in the pool walls and floor. Additionally, pool water can and will seep around and through fittings, flanges and other penetrations as well as through cracks in the pool structure. Water leaking from the pool and ground water can accumulate under the lining and cause wrinkles and staining. **Any such water loss, damage, wrinkling or staining is not covered by our guarantee.** Prior to the installation of a PVC pool lining, a comprehensive inspection and pressure testing program should be completed for the perimeter gutter, main drains, pool supply and return piping and any other penetration of the pool structure. Such inspection and related work **IS NOT** included in this proposal, but can be provided.

**Natare does not guarantee the water tightness of the lining system against leaks, rips, holes, or tears or any damage or claim determined by Natare to arise from defects, deficiencies or improper operation or installation of ladders, existing fittings and flanges, chemical feeders, drains, drain covers, valves, returns, skimmers, lights, and/or grates.**

**Important note:** The installation of a PVC pool lining requires that the pool be drained and remain empty for a period of several days or even weeks to complete the work. Any time a pool is emptied, there is the possibility of hydrostatic damage, cracking or other significant damage to the pool structure if ground water levels are present around the pool. Natare cannot and will not be responsible for any such damage.



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

**Project:** Colton Pool  
**Location:** Colton, SD 57018  
**Reference:** 60mil PVC Membrane System  
**Bid Date:** N/A

**Natare Corporation**  
**Garrett M. Yoder (317) 222-3681 (direct)**  
**317 290-8828 • 800 336-8828**  
[gyoder@natare.com](mailto:gyoder@natare.com)

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

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**Natare PVC Membrane Lining System Main Pool**

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We propose to furnish materials and services for a Natatec PVC Membrane System, for the pool as described above, consisting of the system components as listed below.

**Materials of Construction and Features for the Natare Membrane Lining System**

- Natastat Microbiocide (Applied to existing substrate to deter the growth of bacteria and microbes beneath the membrane)
- Geotextile Fleece Separator (Adhered to the existing surfaces)
- PVC Coated Stainless Steel Flats and/or Angles (Anchored to pool substrate as required to facilitate attachment of PVC Membrane)
- Natatec Smooth, 60 mil Polyester Reinforced PVC Membrane (Pool Floor)
- Natatec Smooth, 60 mil Polyester Reinforced PVC Membrane (Pool Walls)
- Natatec Relief (slip-resistant), 70 mil Polyester Reinforced PVC Membrane (Horizontal surfaces requiring slip-resistant texture)
- Natatec Relief (slip-resistant), 70 mil Polyester Reinforced Black PVC Membrane Material (Lane Markings, Wall Targets, and Transition Indicators to match submittal documents or existing pool)
- Corrosion resistant anchors and fasteners
- Semi-Ridged PVC Compression/Termination Flange w/ Interlocking PVC Closer Cap
- Polymer and/or PVC Pressure flanges and appropriate transitions shall be furnished and installed for all inlets, outlets, main drains, underwater lights, anchor sockets and other necessary membrane
- PVC Solution for sealing exposed edges of seams
- Natare will provide to the owner, a ten (10) year warranty on the membrane system, in accordance with the terms of this offering and the membrane systems warranty statement

**Additional Items and Services Included**

**Submittal Drawings** - Natare Corporation includes one set of submittal drawings with one revision of submittals, if needed in our scope of work. If additional drawing time is required due to changes in scope or size, that are initiated by the customer, the additional work will be billed at a time and material basis of \$135 per hour.

**Operation & Maintenance Manual**



# Quotation and Agreement

Colton Pool  
Document Number: 45910  
Document Date: 09/10/2025

Project: Colton Pool  
Location: Colton, SD 57018  
Reference: 60mil PVC Membrane System  
Bid Date: N/A

Natare Corporation  
Garrett M. Yoder (317) 222-3681 (direct)  
317 290-8828 • 800 336-8828  
[gyoder@natare.com](mailto:gyoder@natare.com)

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

## Natare PVC Membrane Lining System

Main Pool

### Installation Details

#### Installation and Erection of Above

Natare is furnishing and installing the materials and accessories as described.  
Limited review and visual inspection of the pool interior  
Surface Preparation consisting of broom-cleaning existing surfaces  
Fuse welded, overlapping seams, utilizing hot-air welding techniques  
Natare will provide to the owner, a one (1) year warranty on the installation services, in accordance with the terms of this offering and the membrane systems warranty statement

### Freight, Transportation and Related Charges

Our offer is FOB, Indianapolis. An allowance for freight to the project site is included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Please Note: Freight estimates are based upon a single shipment for all items. If the project schedule requires staged or multiple shipments, additional costs will be incurred.

Main Pool

Total of Above: \$ 87,654.00

Note: All prices are in US Dollars  
Sales Tax NOT Included, Use Tax Included



# Quotation and Agreement

**Colton Pool**

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**317 290-8828 • 800 336-8828**  
[gyoder@natare.com](mailto:gyoder@natare.com)

We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

Natare PVC Membrane Lining System	Main Pool
◆ Tariffs - Natare Not At Fault Charge	\$ 474.22

Tariffs are frequently discussed in the news, but they are not the easiest to understand or manage.

Do they apply to this project?

Due to the current volatility of international trade, Natare Corporation has no choice but to implement a 10% universal tariff to be applied to nearly all imports, effective April 5, 2025.

Our PVC membrane material, produced in Spain, falls into this category. Renolit has confirmed that the 10% tariff applies and will remain effective until further notice.

Stainless steel, on the other hand, is a bit more confusing and not as easy to identify. Although 99% of our sheet material is produced domestically, many components and fasteners are imported.

The tariff surcharge will be noted as a separate line item on the Quotations & Agreement and Sales Orders. Final costs may fluctuate based on origin, HS code, and applicability.

Please consult with your sales representative to confirm the charges.

This situation is challenging for everyone, and we appreciate your understanding as we do our best to navigate it.

All of the above is subject to change at any moment. Thank you for your understanding in this challenging time.



# Quotation and Agreement

Colton Pool

Document Number: 45910

Document Date: 09/10/2025

Project: Colton Pool  
 Location: Colton, SD 57018  
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We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:

## Natare PVC Membrane Lining System

Main Pool

### Work By Others (not included in above pricing)

- Receiving, unloading, hoisting, and locating materials at pool area
- Health Department permit application (if required)
- State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
- Earthwork including excavation, backfill, dewatering, soils disposal
- Demolition, removal, and disposal of existing materials
- Concrete including, footings, floor slabs, deck slabs and grout
- Structural and misc. steel, except as noted, including deck pans
- Finish paint/coating of steel supports
- Pool mechanical, chemical feed, deck, maintenance, and safety equipment
- Plumbing work including piping and valves
- Electrical work including bonding of pool components
- Equipment enclosures and storage rooms
- Scaffolding provided/installed per installation requirements

## IHPiltNIIMU!Ili-G®ifii-i:f?

- 1.0 All prices are in US Dollars
- 2.0 Natare Corporation requires a pressure test of the entire pool system prior to installation of the membrane system.
- 3.0 Prevailing wages and or union wages are NOT included in the above pricing
- 4.0 \_\_\_\_\_



# Quotation and Agreement

Colton Pool

Document Number: 45910

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Project: Colton Pool  
 Location: Colton, SD 57018  
 Reference: 60mil PVC Membrane System  
 Bid Date: N/A

**Natare Corporation**  
**Garrett M. Yoder (317) 222-3681 (direct)**  
**317 290-8828 • 800 336-8828**  
[gvoder@natare.com](mailto:gvoder@natare.com)

**We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:**

**We specifically do not include, without limitation, the following:**

- Sales, use or value-added tax, permits or permit charges, governmental fees or licenses, unless specifically included
- Duties, customs fees or tariff, import fees, should any be assessed or required
- Performance Bonds, Payment Bonds or Surety Bonds, unless specifically included
- Special or export packaging, customs clearance, special documentation or legalization
- Engineering, architectural or technical services other than specifically included
- Receiving, unloading, hoisting, storage of materials or locating materials near the work area
- Trash removal, dumpsters, temporary sanitary facilities, storage trailers, scaffolding, or site offices
- Accommodations for weather conditions, temporary enclosures, temporary heat and fans
- State, local, and project-specific COVID requirements, restrictions, or mitigation efforts including re-mobilization(s) charges due to these requirements.
- Protection of existing work and finishes
- Unless specifically itemized on the attached schedule, this proposal does not include job supervision or installation. State and local taxes or fees, unless specifically noted, have not been included and are in addition to any prices in this proposal. All unloading and storage charges will be the responsibility of the Purchaser, unless specifically included herein.
- Surface preparation beyond broom cleaning the pool.
- Managing and coordination of pool opening including chemical balance and required inspections.
- Installation, set-up or on-site assembly of any items, except as specifically included in this proposal.
- Any temporary utilities. Water and power (110-220V 60 cycle) for installation, testing, and filling.
- Commissioning or start-up of equipment or systems, unless otherwise noted.
- Draining or filling of the pool, dewatering, maintaining proper dewatering or hydrostatic pressure relief
- Earthwork including excavation, backfill, dewatering, shoring, and drainage systems.
- Demolition, unless noted otherwise.
- Concrete and Masonry work including saw cutting and grouting
- Structural, foundation work, bracing or shoring, site work, grade work or fill.
- Steel and Metal work, unless otherwise noted, work including re-bar and deck panels.
- Carpentry work including, form work, bracing and shoring.
- Paint, painting, coatings, waterproofing, fire stopping, sealants and caulking unless otherwise noted.
- Piping, plumbing, interconnecting piping, fittings, valves or connections (unless otherwise noted).
- Mechanical work including plumbing, gas, fire protection, and HVAC
- Electrical work, including bonding/grounding/earthing, final connections, motor starters and disconnects.

**Our offer is subject to the following:**

The equipment, materials and/or systems offered in this proposal are of Natare design and manufacturer. We will furnish only the materials, items and services as listed on this quotation, subject to our standard technical data and technical bulletins, subject to our standard installation procedures, warranties and guarantees.

Upon notice to proceed under this Contract, installation details and submittal documents will be provided illustrating the materials and procedures to be utilized. Once reviewed, accepted or approved, these details and submittal documents shall be the basis for accepting and installing the materials and inspecting or acceptance of the actual installation. In the absence of such details or submittal documents, Natare's standard technical data, program and procedures will govern.

Any installation or labor services included in this quotation assume unrestricted work hours, unrestricted access to the project site, and do not include overtime, the use of local labor, workers with any particular union affiliation or mandatory wage rates.

*We appreciate your consideration of Natare as a supplier for this project.*

*We hope we have adequately described the scope of our offering and welcome the opportunity to discuss this project with you.*

**This Quotation and Agreement is for convenience only and is subject to confirmation by Natare and the acceptance by the purchaser of Natare's terms and conditions of sale, including those disclosed on the face and reverse hereof and incorporated herein by reference.**



**City of Colton**

309 E 4<sup>th</sup> Street  
PO Box 66, Colton SD 57018

605.340.2052

[financeoffice@cityofcoltonsd.com](mailto:financeoffice@cityofcoltonsd.com)

cityofcoltonsd.com

TO: Minnehaha County Auditor

DATE: September 30, 2025

SUBJECT: Tax Levy Certification

In accordance with SDCL 9-21-20 and SDCL 10-12-17, the following tax levy is submitted:

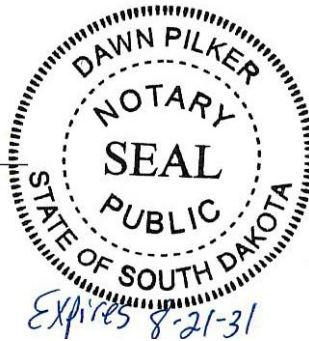
Property Tax

For general purposes	\$	260,740.00
For interest & debt service fund	\$	00.00

I, Dawn Pilker, being Municipal Finance Officer for the City of Colton, South Dakota, hereby certify that the above property tax is the same property tax levied in the 2026 • Appropriation Ordinance# 1-2026 which was presented to the Colton City Council of Colton, South Dakota, on the 29th day of September, 2025.

ATTEST:

\_\_\_\_\_  
Dawn Pilker  
Municipal Finance Officer  
(Municipal Seal)



City of Colton City Council  
Special Session Meeting Agenda  
Date: 10/22/2025 Time: 6:00 PM  
Meeting Colton City Hall 309 E 4th St,  
Colton, SD, 57018

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 Vande 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) Motions, Ordinance, Quotes:
  - a. 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 will adjourned at 6:30pm by a motion made by Evans and seconded by Vande Voort. Motion passed with all members voting aye. ••

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

Published once at the approximate cost of \$.

**First Rate Excavate, Inc.**  
**1509 E. 39th St. N.**  
**Sioux Falls, SD 57104**  
**Phone: (605) 331-5626 Fax: (605) 331-5608**

**PROPOSAL FORM**

PROJECT: Colton 6th Street and Charles Avenue Drainage Improvements


BID DATE: 10/09/2025

Item No.	Item Description	Approx Qty.	Unit	Unit Price	Amount Bid
1	Mobilization	LS	1.00	\$ 10,529.54	\$ 10,529.54
3	Remove Concrete Curb and Gutter	LF	5.00	\$ 25.00	\$ 125.00
4	Remove Asphalt Concrete Pavement	SY	66.00	\$ 15.00	\$ 990.00
5	Remove Concrete Pavement	SY	25.00	\$ 25.00	\$ 625.00
6	Remove 12" Reinforced Concrete Pipe	LF	26.00	\$ 25.00	\$ 650.00
7	Saw Existing Asphalt	LF	70.00	\$ 6.60	\$ 462.00
8	saw Existing Concrete	LF	7.50	\$ 11.00	\$ 82.50
9	Verify utility	EA	2.00	\$ 100.00	\$ 200.00
10	Unclassified Excavation	CY	43.00	\$ 75.00	\$ 3,225.00
11	Compaction - Moisture Density Test	EA	2.00	\$ 275.00	\$ 550.00
12	Modify SF 1nlet Throat	EA	1.00	\$ 1,650.00	\$ 1,650.00
13	Adjust Manhole Casting	EA	1.00	\$ 350.00	\$ 350.00
14	Base Course	TON	400.00	\$ 23.00	\$ 9,200.00
15	Geotextile Fabric-Mirafi HP370	SY	626.00	\$ 3.00	\$ 1,878.00
16	Reinforced Concrete Pavement, 8" Thick	SY	24.00	\$ 145.86	\$ 3,500.64
17	Reinforced Concrete Valley Gutter, 8" Thick	SY	38.00	\$ 140.64	\$ 5,344.32
19	Concrete Curb & Gutter	LF	5.00	\$ 99.00	\$ 495.00
	<b>TOTAL GROSS BID</b>			\$	<b>39,857.00</b>

NOTE:

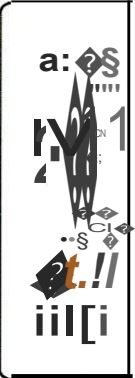
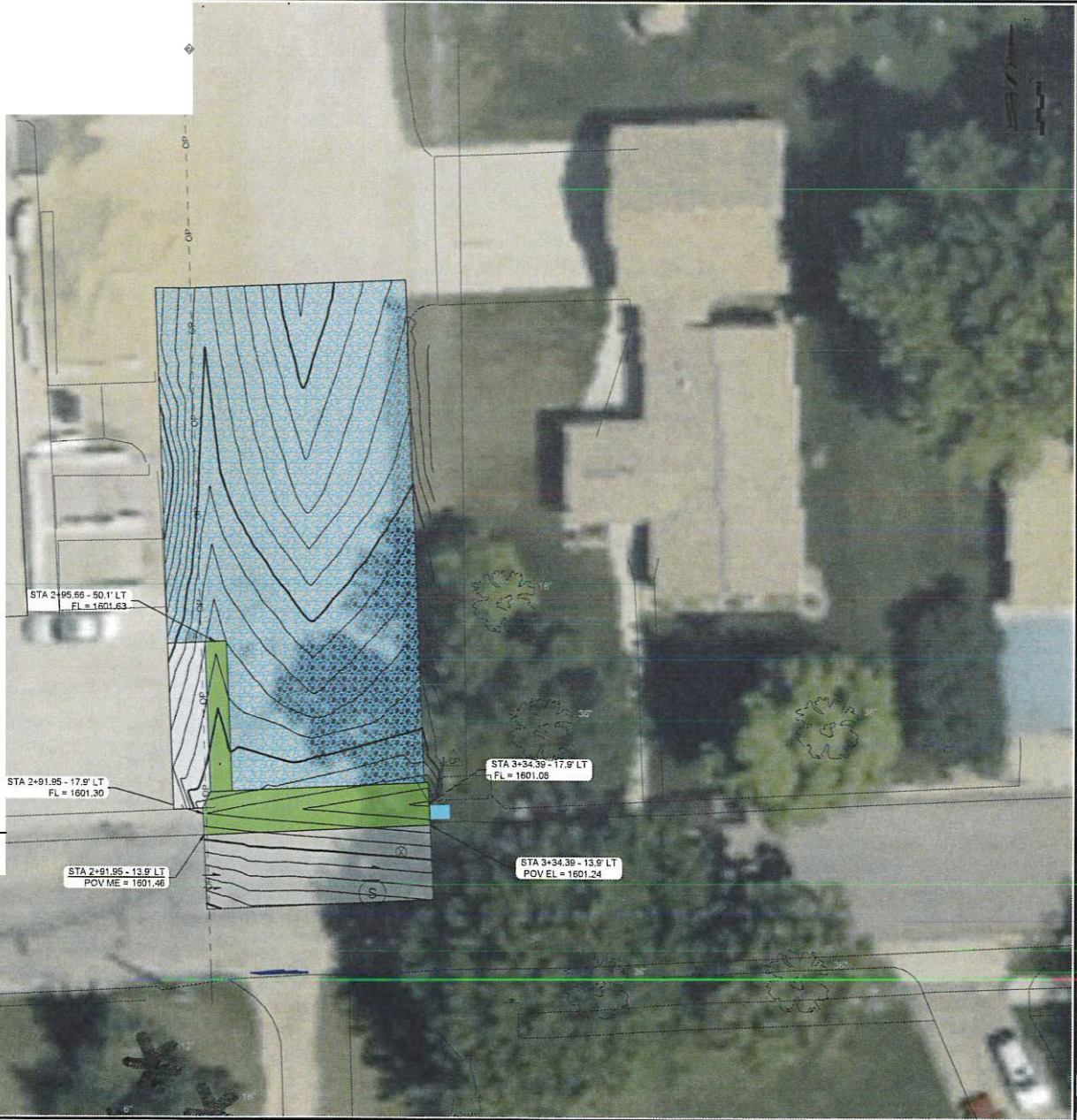
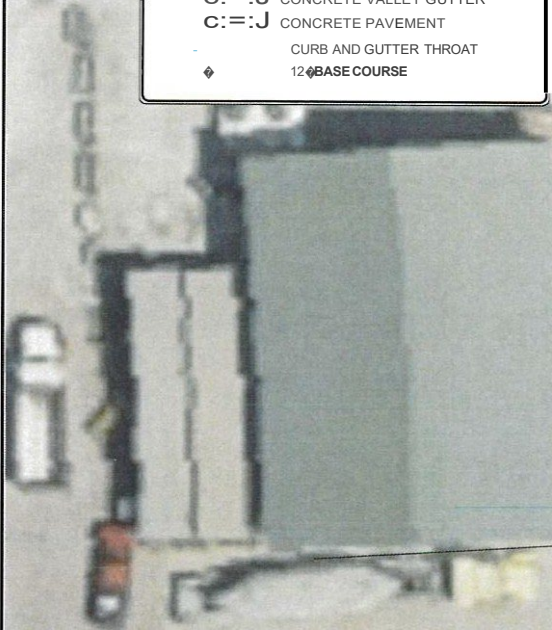
No Staking. Traffic Control, Asphalt, Erosion Control, Seeding, Sod, or Sprinkler Repair Included

First Rate Excavate Inc.

By:  Jason Snyder

LEGEND:

C:=-:J CONCRETE ASPHALT SURFACING  
 C:=-:J CONCRETE VALLEY GUTTER  
 C:=-:J CONCRETE PAVEMENT  
 - CURB AND GUTTER THROAT  
 ◆ 12" BASE COURSE



PROJECT/SHEET TITLE:

DATE	SEPTEMBER 2025
ENG / ARCH	VJ/B
DESIGNER	SJ/J
TECHNICIAN	

PROFESSIONAL ENGINEER

12432

WESTON-JAMES

08-2025

JOB No. 22-025-00

DATE: SEPTEMBER 2025

ENG / ARCH: VJ/B

DESIGNER: SJ/J

TECHNICIAN:

SCALE: AS SHOWN

SHEET No.:

**SHEET - 2**

**NOTICE OF AWARD**

Date of Issuance: 10/22/2025  
**Owner:** City of Colton Owner's Project No.: NA  
**Engineer:** **Banner Associates, Inc.** Engineer's Project No.: 22405.00  
Project: Colton 5<sup>th</sup> Street and Charles Avenue Drainage Improvements  
Contract Name: Colton 5<sup>th</sup> Street and Charles Avenue Drainage Improvements  
Bidder: First Rate Excavate, Inc.  
Bidder's Address: 1509 E. 39<sup>th</sup> St. N. Sioux Falls, SD 57104

You are notified that Owner has accepted your Bid dated **10/9/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Colton 6<sup>th</sup> Street and Charles Avenue Drainage Improvements

The Contract Price of the awarded Contract is **\$39,857.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable..

**Owner:** **City of Colton, South Dakota**

By (*signature*): \_\_\_\_\_

Name (*printed*): **Trevor Bunde** \_\_\_\_\_

Title: **Mayor** \_\_\_\_\_

Copy: Engineer