

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 08/11/2025

- 1) **Call to order / Roll call.** At 6:33 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 Bunjer and seconded by Vande Voort to approve the regular meeting minutes and agenda for July. Motion passed with all members voting aye. A motion was made by Evans and seconded by Lyon to approve the special meeting minutes for July. Motion passed with all members voting aye. A motion was made by Wochnick and seconded by Bunjer to approve the claims for August. Motion passed with all members voting aye.
- 3) **Public Time:**
  - A. Colton Country Days committee members, Heather Bunde and Kathy Lamer updated the Council on the new activities and turnout for the weekend. The committee presented a check to the pool for the free swim day. They went over the vendor process for food trucks and discussed when vendors need to sign up for 2026.
  - B. Jennifer Kraft met with the Council for the drainage issue at 3<sup>rd</sup> St. and Park Ave. There was no update from Banner on a valley gutter at this time.
  - C. Big Iron Action is set for August 27<sup>th</sup> for the Street Sweeper.
  - D. There was no bid on the International Dump Truck – Truck will be moved from the asset list and sold or scrapped.
- 4) **Reports/Other Business.**
  - A. The Minnehaha County Sheriffs monthly hours and call log were presented to the Council.
  - B. The Fire Department report was presented by Monte Koopman, the Pork Loin Dinner during Colton Country Days was a success. There were 5 EMS calls and 3 training courses during July.
  - C. Colton City Wide Clean-Up Day was set for September 13-14 with Petrick Sanitation. Petrick contacted the mayor and is unable to assist with this event. We are waiting for updates from Garbage-N-More for the clean-up event.
  - D. Weston Blasius, with Banner Associates, sent the monthly engineering report. There was no action over the past month regarding the east development. Banner will begin preparing preliminary figures and cost estimates for review in September. Street Slurry Seal Project began on August 11<sup>th</sup>.
  - E. Weston Blasius, with Banner Associates, updated the Colton 4<sup>th</sup> St. Roadway and Utility Improvements. This project is funded by the Community Access Grant, the transportation Alternatives Program, ARPA, State Revolving Fund and local reserve funds.
    - a. Sanitary Sewer installation on Sherman Ave. and 4<sup>th</sup> St. will begin August 18<sup>th</sup>.
    - b. 60% of the design is completed on roadway. Property owner meetings were conducted.
    - c. Preliminary plan submittal to SD DOT – August 15<sup>th</sup>, 2025. Ready for Bid letting: December 1, 2025.
  - F. Banner: Colton WW facility plan will complete a comprehensive Wastewater Facility Planning document to evaluate existing conditions and provide recommendations for improvements. Plan for review – September 2025.
  - G. Banner: Phase 4 and 5 WW & Storm Sewer Improvements consisted of sanitary sewer replacement, sanitary sewer rehabilitation of manholes, sanitary sewer cast-in-place pipe and storm sewer improvements. Banner will provide the city with all close-out documents once the project is completed.

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- H. A motion was made by Wochnick and seconded by Vande Voort to approve the pay request of \$4473.00 for Colton Phase 4 & 5 Sherman Ave. and 4<sup>th</sup> St. Sanitary Sewer improvements project. Motion passed with all members voting aye.
- I. The city pool closes August 13, 2025. Pool updates were suggested for the leak and to skim coat the area on the bottom of the pool that needs patched.

**5) Quotes:**

- A. "Colton days fireworks" drone footage was made available on Rumble and an offer for next year drone video was made. Lyon will follow up with Duane and share his information with the Country Days committee.
- B. Access Systems sent a quote updating the service contract. Pilker will follow up to request a new printer quote as well as the service contract to present during the FY26 budget planning process.

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

- A. Planning and Zoning recommended a 3<sup>rd</sup> party ordinance specialist and book "International Property of Maintenance". Motion was tabled to add for budget item at next meeting.
- B. A motion was made by Lyon and seconded by Wochnick to remove and reinstall the Texaco sign. Motion passed with all members voting aye.
- C. A motion was made by Wochnick and seconded by Bunjer to end vendor ACH payments for bookkeeping clarity. Motion passed with all members voting aye.
- D. A motion was made by Evans and seconded by Vande Voort to approve Pilker as the city Notary. Notary Oath was signed by Pilker.

**7) Adjourn.**

- A. The meeting was adjourned at 8:45 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  
Regular Monthly Meeting Agenda  
Date: 08/11/2025 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 July's meeting minutes.
  - b. Approve Special Agenda Meeting minutes.
  - c. Claims
- 4) Public Time:
  - a. Colton Country Days 2025 close out and food vendors, Jay BeeCee and Heather Bunde.
  - b. Big Iron Auction – Street Sweeper
  - c. Bid Item – International Dump Truck
- 5) Reports/Other business:
  - a. Minnehaha County Sheriff's monthly hours & call log.
  - b. Fire Department Report
  - c. Colton City Wide Clean-Up Day set for September 13-14.
  - d. Banner Engineering Report and "Colton Sherman Ave and 4<sup>th</sup> St Sanitary Sewer Improvements Pay Application No. 1."
  - e. Pool Closing on August 13, 2025.
- 6) Quotes:
  - a. Country Days Fireworks Drone Footage.
  - b. Access Service Plan updated quote.
  - c.
- 7) Ordinances, resolutions, policies, motions:
  - a. Motion to approve a 3<sup>rd</sup> Party Ordnance Specialist with a \$5000.00 budget.
  - b. Motion for City to remove Texaco Sign.
  - c. Moving forward with ending ACH payments and returning to a Cash basis.
  - d. Notary Oath.
- 8) Adjourn

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 07/14/2025

- 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 Fraser, Pilker, and Public Works Superintendent Pedersen were present for the city staff.
- 2) **Outstanding City Business:**
  - A. A motion was made by Lyon and seconded by Evans to approve June's meeting minutes and today's agenda. The motion passed with all members voting aye.
  - B. Claims were adjusted to reflect a new balance of \$181,741.06. A motion was made by Wochnick and seconded by Vande Voort. A motion to approve July's claims in the amount of \$181,741.06 was made by Wochnick and seconded by Vande Voort. Motion passed with all members voting aye.
- 3) **Public Time:**
  - A. The council discussed adding a valley gutter across 3<sup>rd</sup> Street & Park Ave to assist water drainage to the South.
  - B. Friends of Baseball update: Mike Grindy, Travis Bunde & Austin Dyvbig with Friends of Baseball, gave an overview and update on the Baseball Field/Park improvements for the playing surface and amenities. Phase 1 will enable the completion of infield drain tiles, dirt work, and turf at the end of this baseball season. The tentative time frame would be early August. Phases 2 and 3 will update the dugouts and chain-link fence, restrooms, and concession stands with shade and picnic tables, a Crow's nest, and a roof over the Grandstand. Line-item purchase by the city for Turf maintenance was also discussed.
  - C. Amateur Baseball League is interested in using Colton's baseball field. Council member Evans will facilitate the connection between Friends of Baseball & Amateur Baseball League.
  - D. Colton Country Day Committee members Kathy Lamer and Heather Bunde updated the Council on the Touch-A-Truck space needed for the Saturday event from 4 pm to 7 pm, South of the park on the gravel road. Public Works Superintendent Pedersen will contact the Township & request to close the gravel road for this event.
  - E. Tri-Valley Baseball member Heather Bunde discussed the concession stand next to the East & West baseball fields being utilized and appreciated this season. Tri-Valley Baseball & the Legion will reimburse the city for half of the cost of chalking the fields.
- 4) **Public Hearing:**
- 5) **Reports/Other Business.**
  - A. Weston Blasius, with Banner Associates, discussed with the council Phase 4 & 5 Sanitary Sewer Improvements to Sherman Avenue and 4th Street. The project will begin on July 21<sup>st</sup>. Sherman Avenue will need temporary curb access for the mail truck. Public Works Superintendent Pedersen will contact property owners on 4<sup>th</sup> Street to discuss what access will be needed. The bulk of the work is scheduled to be done within a few weeks. Once the work has been completed, the council discussed having the area filled in with gravel. The council was not in favor of this idea due to the instability of the road surface when wet & the gravel being disbursed during snow removal. Pedersen provided a quote from Double H Paving for approximately \$20,600.00 for temporary 2" asphalt surface mats on Sherman Ave & 4<sup>th</sup> Street. The temporary mat on 4<sup>th</sup> Street will be removed next

City of Colton City Council  
Regular Monthly Meeting Minutes  
Date: 07/14/2025

with \$4,000.00 limit was made by Lyon and seconded by Vande Voort. The motion passed with all members voting aye.

**8) Adjourn:**

- A. The meeting was adjourned at 9:31 PM by a motion made by Wochnick and seconded by Evans. The 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: 07/30/2025 Time: 6:30 PM Meeting  
Colton City Hall 309 E 4th St, Colton, SD, 57018

Call to order / Roll call: At 6:32pm, the meeting was called to order by Mayor Bunde in Colton City Hall. Council Members Bunjer, Evans, Lyon, phone-in by Vande Voort, and Wochnick answered roll call. Finance Officer Pilker was also present.

1) Public time was offered with no requests to share at this time.

2) Items to be addressed:

Council meet to discuss items stored on 100 East 1<sup>st</sup> Street, and 501 E 4<sup>th</sup> Street. Attorney Patrick Glover was present to advise during the discussion of properties with Zoning and Ordinance violations. The attorney advised that a letter be sent to the 1<sup>st</sup> Street property and a meeting be arranged with the property owner. 4<sup>th</sup> Street property was advised to have the vehicles tagged for towing. The Council was in agreement with the Attorney to move forward with the recommendations.

3) Adjournment: The meeting was adjourned at 7:20pm by a motion made by Evans and seconded by Wochnick. The motion passed with all members voting aye.

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

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**City Claims August 2025**

Vendor	Amount	Description
GPGFOA	\$25.00	Mini Conference
A-1 Portable Toilets	\$840.00	Mo, Seasonal Portable Toilets
Grainger	\$387.04	PRN - Street Maintenance
Badger Meter	\$ 94.23	Water meter service fees - autopay
Badger Meter	\$ 154.16	PRN - Meter Network Maintenance
TeamLab	\$ 392.00	PRN - Ultimate Block
Banner	\$ 10,446.68	Mo, Project#24439.00 and #23872.00
Dollar General	\$ 27.10	PRN,
Roto-Rooter	\$ 465.00	PRN, Truck Mounted Jet(past payment)
Meierhenry Sargent LLP	\$ 750.00	PRN - Attorney Fees
Napa	\$ 212.76	PRN, Battery, Oil Filter, Oil, Battery drop off
Raztech	\$ 545.25	Mo, IT - website maintenance
GeoTek Engr & Testing Services	\$ 3,500.00	PRN - Geotechnical Exploration 4th St Improvments
Hawkins Inc WTG	\$ 189.50	PRN - Mosquito Spray?
Lacey Well Drilling, Inc	\$ 3,548.55	PRN - Maintenance
Lodes Tree Service	\$ 1,500.00	PRN - Tree Removal in the Park,
Dell Rapids Community Ambulance		Yearly, Ambulance Service Contract Payment
Colton Economic Development Grp		One-time payment
Foreman Bus	\$ 2,216.65	PRN, June pool bus (past payment)
MC & R Pools, INC.	\$ 927.76	PRN - Pool Chemicals
SD811	\$ 14.70	Mo, Invoice #SD25-02053 Call Before you Dig
Classic Corner	\$ 2,000.71	Mo, City Vehicle Fuel, Seasonal Baseball Concession
CNA Surety	\$20.00	PRN - Western Surety Company
South Dakota State	\$30.00	1 time Notary Application Fee
Boen Continental Western Group	\$ 1,789.00	Mo, City Insurance
Dakota Ag Center Grain	\$ 425.80	PRN - Weed Spray
USBank	\$ 4,322.22	Qt, Clean Water SRF Loan 461135-04 (CorTrust ACH)
Cortrust	\$ 12.05	Mo, NMI gateway CC processing fees, autopay
Cortrust	\$ 6,264.50	Mo, Minnehaha Community Water Corp.
Reliabank Visa CC		Mo, balance city CC's, autopay. USPS, 8X8, Microsoft, Formsite, Canva, Amazon, EMBE for lifeguards
Reliabank		Mo, Payroll, Reliabank, direct deposit
Reliabank		Mo, Payroll Taxes 2024, IRS - EFTPS (Form 941)
Reliabank	\$ 163.08	Mo, Golden West landline/Internet autopay
Reliabank	\$ 3,228.86	Mo, Sioux Valley Energy - City Electricity
Reliabank		Mo, SDRS
Reliabank	\$ 62.76	Mo, Udrive Text My Town
Reliabank	\$ 121.91	Mo, New Century Press, publication fees , autopay
Reliabank	\$ 37.00	Mo, Mid-American Energy, natural gas, autopay
<b>Total</b>	<b>\$ 44,689.27</b>	

RDO Credit of \$336.77 - do we want this refunded back?

Banyon Training - \$100.00per/training hour

**ACH PREAPPROVED MONTHLY PAYMENTS ??**

**Reliabank**

New Century Press (Minnehaha Messenger)

Badger Water Meters

MidAmerican Energy

8x8 phone system                      Visa              \$129.77

Udrive Technology                      Checking        \$62.76

Golden West

**CorTrust**

Minnehaha Community Water Corporation

NMI - First Data Nashville (Credit Card Processing Fee)

USBank - Clean Water SRF Loan 461.135-04

Clover Credit Card Fees

Direct Deposit

Payroll 16    \$8,961.37



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1-800-937-3558

www.sullivanauctioneers.com  
1-844-847-2161



## Online Auction Listing & Marketing Agreement

This Auction Listing Agreement ("Agreement") is by and between the Seller (including but not limited to its directors, officers, employees, agents, members, parents, successors, heirs, designees, predecessors, affiliates and related companies), identified below, and Big Iron Auction Company and its applicable affiliates and related companies ("Companies"). The Companies and the Seller may be referred to collectively herein as ("the Parties"). The Seller authorizes the Companies to sell Seller's Equipment on the following online auction ("Auction"):

**Seller Legal Name Section**

**Preferred Auction Date:** Aug 27, 2025 - Equipment Auction  
- COMING SOON

**Name (if Company / Entity):** City of Colton

**Seller Representative Name (if Company / Entity):** Jerrit Petersen

**Title:** Shop Manager

**Name (if Individual) First:**

**Last:**

**Name verification document :** Driver's License      Passport      Gov't Id      Other

**Co-Owner (if Applicable) :**

**Name verification document :** Driver's License      Passport      Gov't Id      Other

**Name to appear on public website:** City of Colton

### Seller Information:

**Physical Address:** 309 E 4th st

**City:** Colton

**State:** SD

**Zip Code:** 57018

**County:** Minnehaha

**Bidder #:**

**Primary phone:**

**Home phone:**

**Cell phone:** 605-359-1442

**Email:**

**Fax:**

jerritpedersen.coltonsd@gmail.com

**Contact Name:**

**Contact Phone:** 605-359-1442

### Seller Payee Information:

This information is mandatory. Payee Information can only be changed after agreement has been signed by the Companies' Finance Department. Settlement will be mailed within 7 calendar days.

**Name to appear on settlement check:** City of Colton

**Mailing address:** PO Box 66

**City:** Colton

**State:** SD

**Zip:** 57018

The following Terms and Conditions apply to any online auction Listing Agreement ("Agreement") between you, the Seller (as defined in the Listing Agreement, and referred to herein as "you" and "your"), and the Companies.

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

- Services.** You authorize the Companies to sell the equipment, machinery, tools, vehicles, and other items (the "Equipment") as described in Schedule A of the Listing Agreement, on the Companies Online Unreserved Timed Equipment Auction (the "Auction").
- Exclusive Listing on Unreserved Auction.** The Equipment will be listed for sale exclusively and solely with the Companies. You understand that all auctions of Equipment are absolute auctions, with no minimums, no reserves, no one bidding for you, and no buybacks.
- Shill Bidding.** You will not use an alias or collude with others to make an offer directly or indirectly, or place bids on your Equipment, the Companies may, at its option, apply liquidated damages defined in paragraph 11, and/or ban you from future use of the Auction. Any family members or business partners who would like to bid on Seller's items, must submit a bid request form and be approved to bid before Seller's items open for bid, 21 days prior to auction close.
- Representations and Warranties.** As a Seller, you represent and warrant that you have the legal right and/or authority to sell the Equipment and that you are accurately representing and fully disclosing the condition of the equipment to be sold on the auction.
- Encumbrances.** As a Seller, you authorize any secured creditor to release to the Companies any requested information regarding liens, loans or security agreements on items financed or held as collateral.
- Titles.** Before any Equipment subject to a certificate of title will be listed on the Auction, you agree to deliver to the Companies the endorsed and transferrable Department of Motor Vehicle Title, Manufacturer's Certificate of Origin and any other documents required to transfer title of the Equipment to any Buyer. Prior to delivery, you will endorse titles and documents by your signature or power of attorney, as required, so that the Buyer may properly register and license the Equipment sold.

- 7. **Release of Item(s).** You shall not release any Equipment to the Buyer unless you are presented with the Companies' invoice marked "PAID IN FULL" by the Buyer or the Buyer's agent. Once presented with an invoice marked "PAID IN FULL," you must release the Equipment to the Buyer.
- 8. **Collapsed Sale.** A "Collapsed Sale" shall be a sale that for any reason becomes null and void. You acknowledge that the Companies reserve the right to collapse any sale between you and the Buyer for any reason and may return any or all funds to the Buyer.
- 9. **Seller Commission.** You agree to pay the Seller Commission ("Commission") set forth in this Section 9 for BigIron's services.
  - a. You agree to pay BigIron a Commission of 10% on Gross Merchandise Sale Value (GMV) or closing auction sale price of the Equipment.

**10. Seller Investment:**

- a. **Auction Services.** BigIron can handle coordination of additional auction services on the specified pieces of Equipment on Schedule A. These services include but are not limited to, make-ready, washing, detailing, set-up, staging, inspecting, load-out, and other services that are mutually agreed to with Seller (the "Auction Services"). All Auction Services completed by BigIron.
- b. **Auction Advertising.** The Auction will be exclusively promoted, advertised, and marketed by BigIron, through one or more of the following: internet, Newspaper, Radio, Trade Shows, Bulk Mailing/Emailing, and Major Trade Publications. BigIron shall have the authority to determine the method and extent of such marketing and advertising, at its sole discretion. You may invest in additional targeted marketing to draw attention to your items from BigIron.
- c. **Total Seller Investment authorized.** \$0.00 Total Seller Investment authorized will be deducted from the sale proceeds of the Equipment.

**11. Liquidated Damages:** You and the Companies acknowledge and agree that should you: (i) engage in shill bidding in breach of Section 3; (ii) withdraw the Equipment from the Auction in breach of this Agreement; (iii) breach any of your representations and warranties under Section 4; (iv) provide false or misleading information regarding the Equipment; or (v) fail to release the Equipment to a winning Buyer as required under this Agreement, the damages which the Companies might suffer are not reasonably ascertainable because of their indefiniteness or uncertainty. As such, you shall pay liquidated damages to the Companies in the amount of 25% of the gross selling price of the Equipment that is sold or, if no Equipment is sold, then 25% of the estimated value of the Equipment that was to be sold.

**12. Miscellaneous**

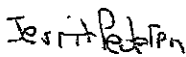
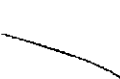
- a. **Jurisdiction and Venue.** The Agreement shall be binding and effective when signed by an authorized representative of the Companies, shall be deemed to have been entered into in Nebraska, and shall be governed and construed in accordance with the laws of State of Nebraska, without regard to its conflict of law provisions. You knowingly and voluntarily consent and submit to the exclusive jurisdiction of the courts of the State of Nebraska for the purposes of adjudicating all rights and liabilities of the Parties pursuant to the Agreement.
- b. **No Oral Modification.** The Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, modification or discharge is sought.

**13. Indemnity.** You hereby agree to indemnify, defend and hold the Companies, its subsidiaries and its affiliates, and each of their respective directors, officers, employees, agents, members, parents, successors, assigns, and predecessors (the "Indemnified Parties") harmless from and against any and all claims, causes of action, demands, liabilities, losses, damages, judgments, penalties, and expenses and charges of any kind and nature, including interest, reasonable attorney fees and other costs (collectively "Liabilities") arising out of, resulting from, or based upon the following: (i) your breach of any provision, warranty, covenant, or representation contained in the Agreement, (ii) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any Buyer thereof, (iii) Encumbrances against or defects in title to, or taxes or customs duties payable in respect of, the Equipment or any part thereof, (x) any death, bodily injury or property damage occurring or alleged to have occurred as a result of inspections and showings to potential buyers and the Companies.

**Notes:**

**Representation:** Seller will allow the Companies to use Seller's name as it appears above and phone number in all advertising by the Companies or on its behalf.

I have read, understand and agree to the Companies' Terms & Conditions. I acknowledge my request to list the Equipment with the Companies is in accordance with the Companies' Terms & Conditions and all applicable laws. This Agreement may be executed in counterparts and transmitted by facsimile machine, telecopier, electronic mail, or PDF, each of which shall be deemed to be an original of the Agreement.

<b>Seller:</b>	City of Colton	<b>Date:</b>	Sat, Jul 26, 2025 8:03 AM CDT
	Printed Name of Legal Seller (as listed on page 1)		
<b>By:</b>		<b>By:</b>	
	Signature of Owner / Representative		Signature of Co-Owner (if applicable)
<b>Name:</b>	Jerrit Petersen	<b>Name:</b>	
	Printed Name of Signer		Printed Name of Co-Owner (if applicable)
<b>Title of Signer:</b>	Shop Manager		

Sales Rep: Dale Schut

Sales Rep:

*Dale  
Schut*

---

Print Name

Signature

**SCHEDULE A - DESCRIPTION OF EQUIPMENT (One form per location)**

**Exact Equipment Location (Physical Address):**

Same as seller information (please circle one)  **Yes** (skip to loading information)  **No** (provide equipment location below)

Physical Address: 309 E 4th st                      City: Colton                      State: SD  
 Zip Code: 57018                      County: Minnehaha

If no physical address: Latitude:                      Longitude:

Contact Name at Equipment Location:                      Phone: 605-359-1442

**Loading Information:**

Loading Dock Available:  Yes  No                      Assist with Loading: Please Call At Least 24 Hours In Advance.

If Yes, is there a loading charge?: \$0

Will any of these lots require disassembly or specialized equipment for loadout?: No

Tracking ID	Item (Brief description: Year, Make, Model)	SN/VIN	If Titled (Exact Name on Title)	Signature per name on Title
KN2728	1989 Elgin Premium Pelican Series P			

**Seller:** City of Colton                      **Date:** Sat, Jul 26, 2025 8: 03 AM CDT

Printed Name of Legal Seller (as listed on page 1)

By:

*Jerrit Petersen*

Signature of Owner / Representative

**Name:** Jerrit Petersen

Printed Name of Signer

**Title of Signer:** Shop Manager

Thank you for using BigIron Online Auctions. If you have any questions, please contact our office at 1-800-937-3558. Click here to contact us. Or, email us at [customer.service@bigiron.com](mailto:customer.service@bigiron.com).

Generated Sat, Jul 26, 2025 8:03 AM CDT, revision 5.5.

## NOTICE OF PUBLIC SALE OF PROPERTY

NOTICE IS HEREBY GIVEN that the property hereinafter described, held, and owned by the City of Colton, SD, will be sold at public sale for scrap, under sealed bids to the highest bidder. Sealed bids will be accepted at the Colton City Hall Office, 309 East Fourth Street, Colton, SD 57018 until 1:00 p.m., August 27, 2025. Bids will be opened at 1:30 PM in the Council Chambers by a City of Colton official and a witness. Payment shall be made in cash, cashier's check, or money order to the City of Colton within five (5) working days from the date bids are awarded unless arrangements are made. The property referred to and to be sold is described as follows:

- 1981 - 1854 International Dump Truck.

For further information, contact the Public Works Office at 605-340-2052 option 2.

The City reserves the right to reject any or all bids.

Dated this 15th day of July 2025.

This advertisement is issued by:

Owner: City of Colton, South Dakota

By: Dawn Pilker

Title: Finance Officer

Date: Published twice: August 8, 2025, and August 22, 2025, at the approximate cost of \$\_\_\_\_\_

# Colton Patrol Hours

July 2025

## Patrol Hours

### Blue Days

LARSON, MATTHEW	4.10
MATSON, SPENCER	4.91
WESTERBUR, DYLAN	1.77

### Blue Nights

DEBERG, JAKOB	2.62
MATSON, SPENCER	2.08
RICCI, KIEL	1.10
WESTERBUR, DYLAN	2.38

### Yellow Days

BARTSCHER, JOSHUA	5.03
BURNS, JASON	3.28
FEDDERSEN, WAYNE	6.95

### Yellow Nights

BENCOMO, CARLOS	2.48
HARTLEY, CORY	1.68
HODGES, SETH	0.17
KERZMAN, DAWSON	6.13
WAHL, ALEXANDER	2.05
WILLCOX, STEPHEN	1.00

### Rover

AANENSON, JASON	1.50
GALLOWAY, LUKE	3.89
KOMMES, SPENCER	2.73
MACDONALD, IAN	7.66
MCGLOTHLEN, NICHOLAS	5.29
WALTON, AARON	1.00

<b>Contracted Hours</b>	65.00
<b>Total Hours for July</b>	69.80
<b>Over/Under</b>	4.80



# **COLTON CITY WIDE CLEAN-UP DAY**

## **SEPTEMBER 13-14**

### **8:00 AM – 7:00 PM**

### **WEST CITY SHOP (OFF 1ST & GLENN)**

This is the time to clean up your yards and property.

**FREE TO COLTON RESIDENTS ONLY**  
must show proof of residency



**ALL TRASH ITEMS WELCOME**



**EXCEPT BATTERIES, PAINTS, OILS,  
CHEMICALS, & ETC.**

**APPLIANCES & MATTRESSES  
WILL BE CHARGED \$10**



# ENGINEERING REPORT

TO	Colton, SD
DATE	August 6, 2025
SUBJECT	Monthly Engineering Report – August 11 <sup>th</sup> Council Meeting

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

- Colton 6<sup>th</sup> Addition – Development Plan Review
  - No action over the past month regarding the east development
- Infrastructure Improvements Plan – Banner Proposal
  - Banner will begin preparing preliminary figures and cost estimates for Council review in September
- Street Slurry Seal Project
  - Contractor to perform work on August 11<sup>th</sup>

**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
  - Construction start anticipated for August 18<sup>th</sup>
- 4<sup>th</sup> St Roadway and Utility Improvements
  - 60% design completed on roadway
  - Property Owner meetings were conducted

### **Project Schedule:**

- Preliminary Plan Submittal to SD DOT – August 15, 2025
- Ready for Bid Letting: December 1, 2025

### **Council Action for Consideration:**

1. Texaco sign: Removal of this sign is planned to be part of the project and the removal cost is currently planned to be covered under the project. Will the City allow this sign to be installed back in the right-of-way?
2. Will the City assist with costs to reinstall the Texaco sign?



**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 completing report narrative and preparing final figures and costs estimates for recommended alternatives.

**Project Schedule:**

- Evaluation of Alternatives – June - August 2025
- Submit Draft Facility Plan for Review – September 1, 2025
- Submit Final Facility Plan and Present Findings to Council – September 2025

**Council Action for Consideration: None**

**Colton Phase 4 and 5 WW & 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:**

- All improvements have been completed
- Contractor is addressing punch list items
- Banner completed a seeding review was completed and list of seeding items sent to the contractor
- Meeting held with Alliance, ASCO and Blacktop to discuss punch list repairs – July 14<sup>th</sup>

**Project Schedule:**

- Banner is awaiting notification from Alliance that all punch list items are completed.
- 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 Toll Free | 1.855.323.6342

[www.bannerassociates.com](http://www.bannerassociates.com)

**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; 5 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>1</u>	<b>Application Date:</b>	<u>8/11/2025</u>
<b>Application Period:</b>	From <u>7/15/2025</u>	to	<u>7/30/2025</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)	\$	4,970.00
5. Retainage		
a. 10% X \$ 4,970.00 Work Completed =	\$	497.00
b. X \$ - Stored Materials =	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	497.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	4,473.00
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	4,473.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	194,429.25

**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 - President  
**Signature:** John Peters **Date:** 8/8/25

<b>Recommended by Engineer</b>		<b>Approved by Owner</b>	
By: _____		By: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	
<b>Approved by Funding Agency</b>			
By: _____		By: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

**Progress Estimate - Unit Price Work**

City of Colton  
 Banner Associates, Inc.  
 Underground Connections, LLC  
 Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements  
 Colton Phase 4 & 5 Sherman Ave and 4th St Sanitary Sewer Improvements

Contractor's Application for Payment  
 Owner's Project No.: NA  
 Engineer's Project No.: 24327-00  
 Contractor's Project No.: NA

Application No.: 1  
 Application Period: From 07/15/25 to 07/30/25  
 Application Date: 08/11/25

Bid Item No.	Description	Unit	Quantity	Contract Information		G. Work Completed (Estimated Quantity Incorporated in the Work)	H. Value of Work Completed to Date (E x G)	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 Flush (F - J)
				Unit Price (\$)	Value of Bid Item (C x E)						
1	Mobilization	1 LS	1	\$35,500.00	35,500.00	0.14	4,970.00		4,970.00	14%	30,530.00
2	Traffic Control Signs	LS	130.5	\$4.50	590.25					0%	590.25
3	Traffic Control, Minnelmenus	Each	1	\$3,682.00	3,682.00					0%	3,682.00
4	Type 2 Barricade	Each	4	\$44.00	176.00					0%	176.00
5	Type 3 Barricade, 6' Double Sided	Each	5	\$132.00	660.00					0%	660.00
6	Type 3 Barricade, 8' Double Sided	Each	13	\$132.00	1,716.00					0%	1,716.00
7	Flashing Contractor Furnished Telesoil	CF	2	\$30.00	60.00					0%	60.00
8	Spalling	1 LS	1	\$1,200.00	1,200.00					0%	1,200.00
9	Inlet Sediment Protection	Each	2	\$100.00	200.00					0%	200.00
10	Temporary Vehicle (Working Center)	Each	2	\$1,000.00	2,000.00					0%	2,000.00
11	Concrete Workout Area	Each	1	\$750.00	750.00					0%	750.00
12	Sweeping	Hr	6	\$200.00	1,200.00					0%	1,200.00
13	Mainline Constructed Joint Manhole	Each	3	\$500.00	1,500.00					0%	1,500.00
14	Remove Concrete curb and Gutter	41.0 LF	41.0	\$5.00	205.00					0%	205.00
15	Remove Asphalt Concrete Pavement	1,424 SY	1,424	\$5.00	7,120.00					0%	7,120.00
16	Remove Concrete Pavement	89 SY	89	\$95.00	8,455.00					0%	8,455.00
17	Remove Concrete Sidewalk	27 SY	27	\$15.00	405.00					0%	405.00
18	Saw Batching Asphalt	804 LF	804	\$5.00	4,020.00					0%	4,020.00
19	Saw Existing Concrete	73.00 LF	73.00	\$10.00	730.00					0%	730.00
20	Pipe Installation Material	60 Ton	60	\$30.00	1,800.00					0%	1,800.00
21	Imported French Backfill Material	500 Ton	500	\$20.00	10,000.00					0%	10,000.00
22	Exploratory Excavation	6 Hour	6	\$500.00	3,000.00					0%	3,000.00
23	Locate Utility	1 Each	1	\$350.00	350.00					0%	350.00
24	Verify Utility	5 Each	5	\$350.00	1,750.00					0%	1,750.00
25	Unclassified Excavation	930 CY	930	\$15.00	13,950.00					0%	13,950.00
26	Compaction Moisture Density Tests	10 Each	10	\$250.00	2,500.00					0%	2,500.00
27	Remove Sanitary Sewer Manhole	2 Each	2	\$750.00	1,500.00					0%	1,500.00
28	4" Sanitary Sewer Pipe	101 LF	101	\$35.00	3,535.00					0%	3,535.00
29	8" Sanitary Sewer Pipe	60 LF	60	\$45.00	2,700.00					0%	2,700.00
30	10" Sanitary Sewer Pipe	597 LF	597	\$55.00	32,848.50					0%	32,848.50
31	10"x4" Sanitary Sewer Service Connection	3 Each	3	\$750.00	2,250.00					0%	2,250.00
32	48" Dia Sanitary Sewer Manhole	3 Each	3	\$5,000.00	15,000.00					0%	15,000.00
33	Additional Vertical Feet Manhole	4.80 VF	4.80	\$1,200.00	5,760.00					0%	5,760.00
34	3" Sewer Plug/Cap	1 Each	1	\$100.00	100.00					0%	100.00

**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

Item No.	Description	Application Period: From 07/15/25 to 07/30/25		Application Date: 08/11/25		
		Item Quantity	Units	Contract Information	Unit Price (\$)	
35	8" Sewer Coupling	4	Each		\$238.00	
36	Connect to Existing Sanitary Sewer Pipe	4	Each		\$2,000.00	
37	4" Sanitary Sewer Cleanout	1	Each		\$650.00	
38	Base Course	1,050	Ton		\$25.00	
39	Concrete curb & Gutter	41	LF		\$55.00	
40	Concrete Valley Gutter, 8" Thick	40	LF		\$160.00	
41	4" Concrete Sidewalk	249	SF		\$9.00	
42	Concrete Sampling and Testing	1	Each		\$550.00	
43	Adjust Manhole	3	Each		\$1,500.00	
				<b>Original Contract Totals:</b>	<b>\$</b>	<b>196,907.25</b>

Item No.	Description	Item Quantity	Units	Contract Information	Unit Price (\$)	Estimated Quantity Incorporated in the Work	Work Completed Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (B + J) (\$)	% of Value of Item (U / F) (%)	Balance to Finish (I - J) (\$)
35	8" Sewer Coupling	4	Each		\$238.00	1,000.00				0%	1,000.00
36	Connect to Existing Sanitary Sewer Pipe	4	Each		\$2,000.00	8,000.00				0%	8,000.00
37	4" Sanitary Sewer Cleanout	1	Each		\$650.00	650.00				0%	650.00
38	Base Course	1,050	Ton		\$25.00	26,250.00				0%	26,250.00
39	Concrete curb & Gutter	41	LF		\$55.00	2,255.00				0%	2,255.00
40	Concrete Valley Gutter, 8" Thick	40	LF		\$160.00	5,400.00				0%	5,400.00
41	4" Concrete Sidewalk	249	SF		\$9.00	2,241.00				0%	2,241.00
42	Concrete Sampling and Testing	1	Each		\$550.00	550.00				0%	550.00
43	Adjust Manhole	3	Each		\$1,500.00	4,500.00				0%	4,500.00
				<b>Original Contract Totals:</b>	<b>\$</b>	<b>196,907.25</b>	<b>\$</b>	<b>4,970.00</b>	<b>\$</b>	<b>2%</b>	<b>199,892.25</b>

Unit Price

EICDC C-620 Contractor's Application for Payment  
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Banner Associates, Inc.  
 2307 W 57th St, Ste 102  
 Sioux Falls, SD 57108  
 Tel 605.692.6342  
 Toll Free 855.323.6342  
 www.bannerassociates.com

August 8, 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. 1 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 7/15/2025 to 7/30/2025.

Banner has reviewed the pay request and recommends payment in the amount of \$4,473.00. The balance remaining after Pay Request No. 1 is \$194,429.25.

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

Funding Source	Amount This Pay Request	Amount to Date
Clean Water	\$4,473.00	\$4,473.00
<b>Total</b>	<b>\$4,473.00</b>	<b>\$4,473.00</b>

Please let me 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. 1.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; 5 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>1</u>	<b>Application Date:</b>	<u>8/11/2025</u>
<b>Application Period:</b>	<u>From 7/15/2025</u>	<u>to 7/30/2025</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)	\$	4,970.00
5. Retainage		
a. 10% X \$ 4,970.00 Work Completed =	\$	497.00
b. X \$ Stored Materials =	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	497.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$	4,473.00
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	4,473.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	194,429.25

**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 - President

**Signature:** John Peters **Date:** 8/8/25

<b>Recommended by Engineer</b>		<b>Approved by Owner</b>	
<b>By:</b>	<u>[Signature]</u>	<b>By:</b>	_____
<b>Title:</b>	<u>Project Manager</u>	<b>Title:</b>	_____
<b>Date:</b>	<u>8/8/2025</u>	<b>Date:</b>	_____
<b>Approved by Funding Agency</b>			
<b>By:</b>	_____	<b>By:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Date:</b>	_____	<b>Date:</b>	_____

**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.:** 24527.00  
**Contractor's Project No.:** NA

Bip Item No.	A	B	C	D	E	F	G	H	I	J	K	L	Application Period		Application Dates		
													From	To			
													07/30/25	08/11/25			
													Original Contract				
Contract Information													Unit Price (\$)	Units	From Quantity	to	
1			1	LS		\$35,000.00							0.14	4,970.00	4,970.00	14%	30,530.00
2			1365	LS		\$45.00										0%	614.25
3			1	Each		\$3,685.00										0%	3,685.00
4			4	Each		\$44.00										0%	176.00
5			5	Each		\$132.00										0%	660.00
6			13	Each		\$132.00										0%	1,716.00
7			2	CY		\$30.00										0%	60.00
8			1	LS		\$1,200.00										0%	1,200.00
9			2	Each		\$100.00										0%	200.00
10			2	Each		\$1,000.00										0%	2,000.00
11			1	Each		\$750.00										0%	750.00
12			6	HR		\$200.00										0%	1,200.00
13			3	Each		\$500.00										0%	1,500.00
14			410	LF		\$5.00										0%	2,060.00
15			1,424	SY		\$5.00										0%	7,120.00
16			89	SY		\$15.00										0%	1,335.00
17			27	SY		\$15.00										0%	405.00
18			804	LF		\$5.00										0%	4,020.00
19			7300	LF		\$10.00										0%	7300.00
20			60	Ton		\$30.00										0%	1,800.00
21			500	Ton		\$20.00										0%	10,000.00
22			6	Hour		\$100.00										0%	600.00
23			1	Each		\$30.00										0%	30.00
24			5	Each		\$36.00										0%	180.00
25			330	CY		\$15.00										0%	4,950.00
26			10	Each		\$250.00										0%	2,500.00
27			2	Each		\$750.00										0%	1,500.00
28			101	LF		\$35.00										0%	3,535.00
29			60	LF		\$45.00										0%	2,700.00
30			597	LF		\$55.00										0%	29,535.00
31			3	Each		\$750.00										0%	2,250.00
32			3	Each		\$5,000.00										0%	15,000.00
33			400	VF		\$1,200.00										0%	5,760.00
34			1	Each		\$100.00										0%	100.00

**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 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

A Bid Item No.	B Description	C Application Period		D From	E To	F Contract Information	G Item Quantity	H Units	I Unit Price (\$)	J Value of Item (C X E)	K Estimated Quantity Incorporated in the Work	L Value of Work Completed to Date (E X G)	M Materials Currently Stored (not in G)	N Work Completed and Materials stored to Date (H + I)	O % of Value of Item (N / F)	P Application Date
		Q 1	R 2													
35	8" Sewer Coupling						4	Each	\$250.00	1,000.00	-	-	-	-	0%	08/11/25
36	Connect to Existing Sanitary Sewer Pipe						4	Each	\$2,000.00	8,000.00	-	-	-	-	0%	
37	4" Sanitary Sewer Cleanout						1	Each	\$650.00	650.00	-	-	-	-	0%	
38	Base Course						1,060	Ton	\$33.00	26,250.00	-	-	-	-	0%	
39	Concrete Curb & Gutter						41	LF	\$55.00	2,255.00	-	-	-	-	0%	
40	Concrete Valley Gutter, 8" Thick						40	SY	\$160.00	6,400.00	-	-	-	-	0%	
41	4" Concrete Sidewalk						249	SF	\$9.00	2,241.00	-	-	-	-	0%	
42	Concrete Sampling and Testing						1	Each	\$550.00	550.00	-	-	-	-	0%	
43	Adjust Manhole						3	Each	\$1,500.00	4,500.00	-	-	-	-	0%	
<b>Original Contract Totals</b>										<b>\$ 198,302.35</b>	<b>\$ 4,970.00</b>	<b>\$ 4,970.00</b>	<b>\$ 4,970.00</b>	<b>\$ 4,970.00</b>	<b>2%</b>	<b>\$ 193,932.25</b>



**Stored Materials Summary**

**Owner:** City of Colton  
**Engineer:** Banner Associates, Inc.  
**Contractor:** Underground Contractors, 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

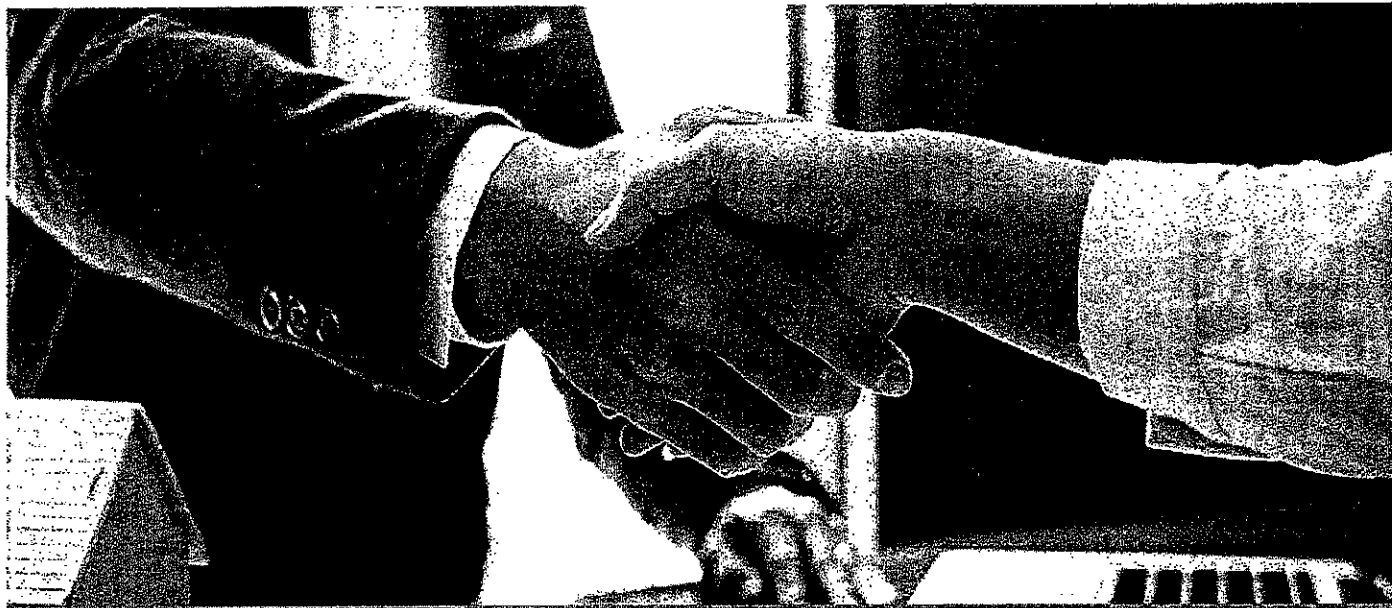
**Owner's Project No.:** NA  
**Engineer's Project No.:** 24322.00  
**Contractor's Project No.:** NA

**Contractor's Application for Payment**

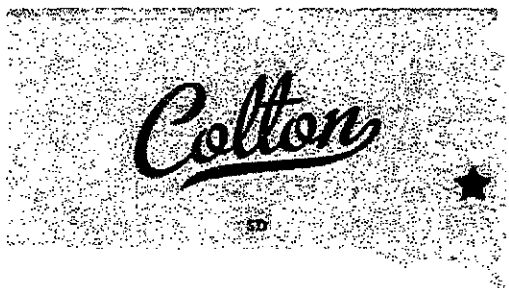
Application No.:		Application Period:		From		to		Application Date:		
A	B	C	D	E	F	G	H	I	J	
Item No. (Using Same Tab) of BHA Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Amount Stored in Previous Period Stored (\$)	Amount Stored in This Period (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (L+H) (\$)
										Materials Remaining in Storage (L-I) (\$)
<b>Totals</b>						\$	\$	\$	\$	\$

## Colton days fireworks

I have about 3 & ½ minutes of drone video on Rumble, under “Colton days fireworks”, and would have done more , but rain was making me hesitant to fly the drone until it let up... still managed to get some real nice video toward the end of the show... Next year I would love to do this again (fireworks) and try to get it all , and if you have an event you would like to see from above , shoot me an email and I’ll take the top 3 suggestions and do drone video and put them on Rumble for all to see... email [lorenz.duane@yahoo.com](mailto:lorenz.duane@yahoo.com) .



## Proposal Investment Plan



## City of Colton

Prepared For: Mikayla Frasier

By: Matt Cartwright

Date: July 16, 2025

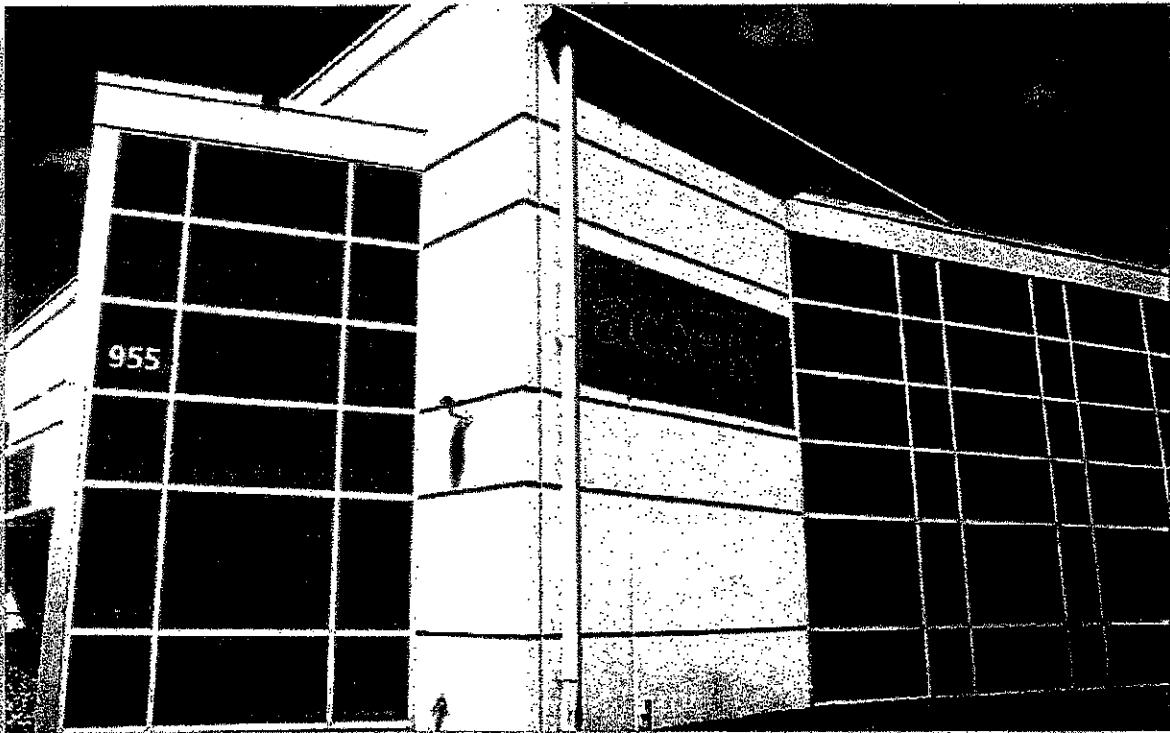
888-464-8770  
info@accesssystems.com  
www.accesssystems.com



## Thank You!

Thank you for allowing Access Systems to consult with you on this very important decision. Based on our discussion, we have prepared the following proposal for your approval.

When selecting new equipment, there are many variables you need to consider: the company, features of the product, the quality of the product, the financing available, the cost to obtain the equipment, and the service support you will receive. Each company or individual has their own criteria when making a long term, decision, but we feel that Access Systems can offer you a complete solution to your needs.



888-464-8770

[info@accesssystems.com](mailto:info@accesssystems.com)

[www.accesssystems.com](http://www.accesssystems.com)



## Why Choose Access?



### Experience

Access Systems is one of the most tenured office technology companies in the Midwest.



### Locations

From a single location, we have grown to multiple locations across Iowa, Wisconsin, Nebraska, South Dakota, and Minnesota.



### Solutions

In the beginning, we only offered IT. Today, we provide managed services for copiers and printers, document imaging, and telecommunications. Whatever your needs, we have the ideal solution for your organization



### Team

Access Systems would not continue to thrive without a strong team. We know satisfied employees will put customers first, prioritize your needs, and develop tailor-made solutions to fit your business.



### Awards & Certifications

Access Systems has consistently been recognized within our industry and beyond for outstanding services, products and culture. We have been recognized by Sharp, Ricoh, Top Workplaces, CRN, Better Business Bureau, and Microsoft.

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[www.accesssystems.com](http://www.accesssystems.com)



## **Proposed Solution For: City of Colton**

The contents of this proposal are confidential and intended for the use of the City of Colton only. The contents herein may not be reproduced without the specific written permission of Access Systems. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

*Pricing in this proposal is good for 15 days starting July 16, 2025*



## **Executive Summary**

Thank you for considering Access Systems as your managed print partner. Throughout the life of our agreement, we will continually work with you and your team on ways to leverage new ideas and technology which will make your business operate as efficiently as possible. It takes commitment to bring positive change to an organization and we have the dedication.

We consider this opportunity to work with your team and organization a privilege, and the trust you place in us will never be taken for granted.

---

### **Current Challenges:**

- Current machine is mis-aligned with the new business needs. Your office has increased its color printing causing more overages at higher click rates.
- Current device is getting older and suffering from low quality output. It is also discontinued, and parts may become more expensive or obsolete.

### **Solutions:**

- Proposed device is better aligned with your current volumes.
- Proposed device is more efficient and can operate at lower click rates.
- More durable product and updated technology will result in higher quality output.

## Current Fleet TCO Summary

### Current Situation:

- Sharp MX-C304W with a contract base charge of \$130.90 per month.
- Contract includes 2,000 mono pages per month with overages charged at \$0.0118.
- Contract includes 200 color pages per month with overages charges at \$0.1011.
- Produces an average of 828 for mono document output.
- Produces an average of 702 for color document output.
- Spends an average of \$51.92 per month in overages.
- Total current monthly cost is **\$182.82**.

### Proposed Solution:

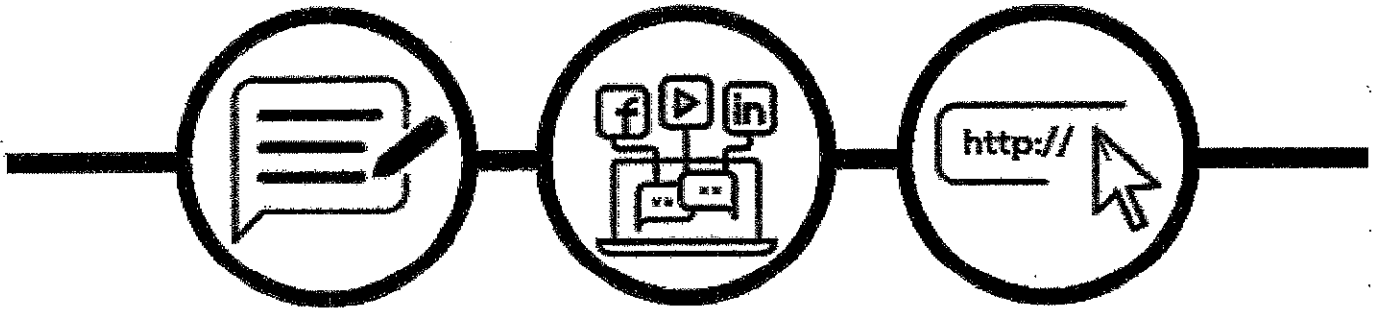
- Sharp BP-C535WD
- 60-month lease
- Contract includes 1,000 mono pages per month with overages charged at \$0.005.
- Contract includes 650 color pages per month with overages charged at \$0.05.
- Adjusted included clicks to reduce overages.
- Total monthly cost would be **\$162.91**.

**Average Monthly Savings: \$19.91**

**Average Annual Savings: \$238.92**

## Need More Info on Access Systems?

*Check us out on our...*



### BLOG

In this ever-changing industry, we want you to be confident that you have the right technology to fit the needs of your office. In our blog, we promise to answer your burning questions and keep you connected to all things office technology. Visit us at [www.accesssystems.com/blog](http://www.accesssystems.com/blog).

### SOCIAL MEDIA

Find us on various social media platforms including: LinkedIn, Facebook, Instagram, Twitter, and YouTube! Learn more about Access Culture, customer testimonials, relevant industry information, and how Access gives back to the community!

### WEBSITE

Check out our website at [www.accesssystems.com](http://www.accesssystems.com) to learn more about our products and solutions that can help your business excel. Read more in depth about our Managed Print Services, Managed IT Services, and our Phone Systems.

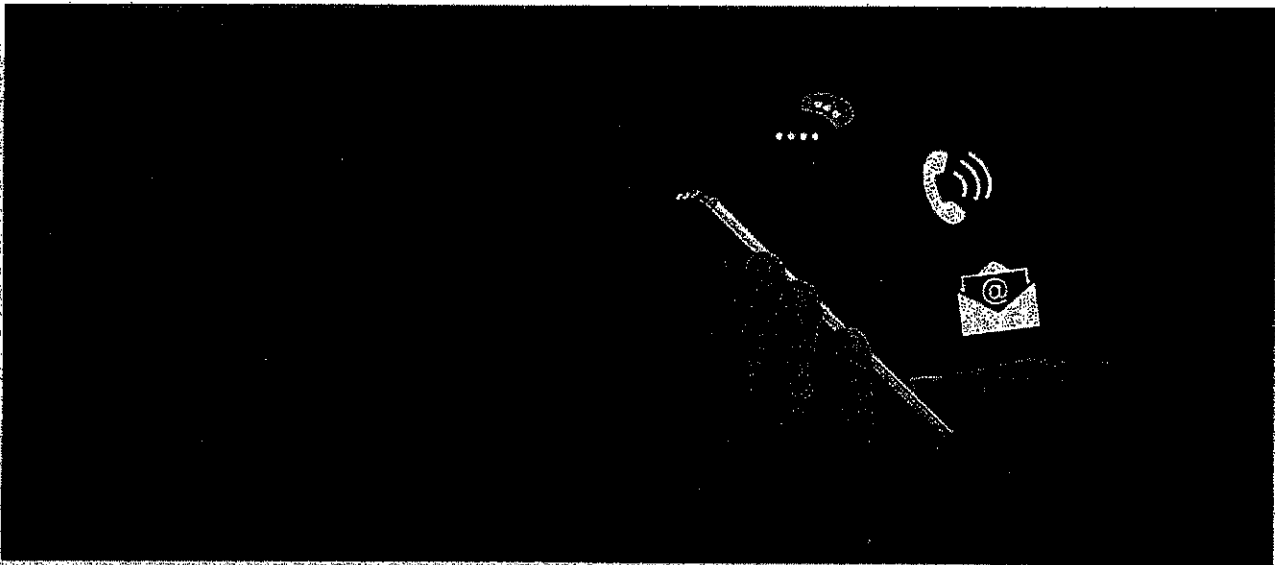
Twitter: @accesssystems  
LinkedIn: @accesssystemsinc  
Instagram: @accesssystems\_inc  
Facebook: @accesssystemsinc

## Contact Me!

Email: [MCartwright@AccessSystems.com](mailto:MCartwright@AccessSystems.com)

Phone: 605-951-7466

LinkedIn: [www.linkedin.com/in/matt-cartwright](http://www.linkedin.com/in/matt-cartwright)



*We appreciate your partnership, and it has been a privilege to work with you. We hope you choose to continue to build a strong partnership with Access Systems through our dedicated service and exceptional products.*

888-464-8770

[info@accesssystems.com](mailto:info@accesssystems.com)

[www.accesssystems.com](http://www.accesssystems.com)



\$1500 Retainer

## CODE ENFORCEMENT SPECIALISTS

Joel Johnson – owner  
PO Box 125 Burke SD, 57523  
johnsimp@gwtc.netPh. (605)208-0786

Dear Council/Board Members,


Code Enforcement Specialists is a company designed to restore/revitalize your community through code enforcement efforts. It is our belief that public officials in any community already have enough day-to-day things to do that code enforcement should not need to be a primary focus for them. It is also our belief that while doing that day-to-day business, the same officials needn't burn public goodwill by enforcing codes.

Our proven success rate for code enforcement is accomplished by the following:

- We try our best to enforce codes with as little city involvement as possible. Contact with city employees is needed to be sure, but we try to field all calls from upset/concerned citizens.
- All letters and correspondence are handled by us. While we do require the backing of all public officials, we think the community is best served by having us do the "dirty work".
- With the exception of citizen complaints, violations are spotted, photographed, and a file is created by us. We believe it is best if we are allowed to stay impartial as it goes a long way in correcting violations.
- As attorney fees can be expensive, we strive to do what is necessary without their involvement if possible.
- Past experience has taught us how to be efficient and how to get the best results in a short amount of time.
- We try our best to group communities and trips together to minimize expenditures and be as efficient as possible.
- Every trip through your community will result in a "Follow-up Report" which is a snapshot of where your community stands as far as violations, where violations are at in the process, and what violations have been corrected.

We look forward to serving your community and help it become a shining jewel for all those who live there, pass through, or are contemplating a move there. We strongly encourage everyone to adopt the International Property Maintenance Code; This **does not** mean you eliminate your current ordinances, rather it would enhance them. If you do not feel your ordinances are up to par, do not worry – we can assist you with those as well. Should you have any questions or concerns about our program, feel free to give me a call at the number above.

Sincerely,



Joel Johnson  
Code Enforcement Specialists

## Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC ("CONTRACTOR") ("Contractor") and the City of \_\_\_\_\_ (the "City"), a municipality located in \_\_\_\_\_ County, South Dakota. Collectively, Contractor and the City are referred to as the "parties."

1. **PURPOSE.** The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City's Ordinances.
  - 1.1 **Independent Contractor.** The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses, in addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in his facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not insulate the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis, provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.
2. **SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:
  - 2.1 **Ordinance Review.** Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.
  - 2.2 **Inspection.** Contractor will inspect properties located within the City's corporate limits and boundary areas to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: proper maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring any residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.
  - 2.3 **Assistance With Violations.** Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.
4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 75.00 per hour, which is in addition to mileage (at \$ .67/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.
5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.
6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.
7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:
  - 7.1 Generally. This Agreement may be terminated by either party hereto upon sixty (60) days written notice.
  - 7.2 Expiration of Term of Contract. This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.
8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.
9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:
  - 9.1 Commercial General Liability Insurance. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

9.2 Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

9.3 Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 Worker's Compensation Insurance. The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

9.5 Proof of Insurance. Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.

10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.

11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement, the City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.

12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venued in Gregory County, Sixth Judicial Circuit, South Dakota.

13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by and to City Council or, \_\_\_\_\_, on behalf of the City, and by and to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.

14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.
15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.
16. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.
17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including, but not limited to: specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Code Enforcement Specialists, LLC ("Contractor")

Dated: \_\_\_\_\_

BY: Joel Johnson, President  
 PO Box 125  
 Burke, SD 57523

City of \_\_\_\_\_, a Municipal Corporation

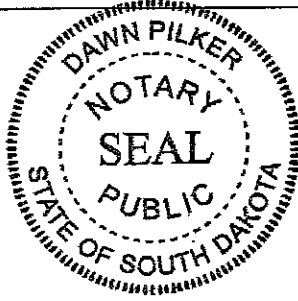
Dated: \_\_\_\_\_

BY: Authorized Client Signature / Title

Print Name

Mailing Address:

City/State/Zip Code:



**State of South Dakota**  
**Notary Public Application & Oath**  
**Filing Fee: \$30.00 (Must be included to file)**

Submit Application and Filing Fee to:  
 South Dakota Secretary of State  
 500 E Capitol Avenue, Pierre, SD 57501

Revised 20250701

**Make Imprint of Seal Here** (Imprint Required for Processing)

To the Secretary of State of South Dakota, I hereby respectfully apply to be commissioned as a Notary Public for the State of South Dakota.

**Notary Applicant** (Print EXACTLY as found on seal imprint)  
 Dawn Pilker

<b>Residential Address</b> (CANNOT be a business address or PO BOX) 205 E 6th St	<b>City</b> Colton	<b>State</b> SD	<b>Zip</b> 57018	<b>County</b> Minnehaha
<b>Mailing Address</b> (if different from residential address) P.O. Box 204	<b>City</b> Colton	<b>State</b> SD	<b>Zip</b> 57018	
<b>Phone</b> 605-254-2500	<b>Email (Optional)</b> dawnpilker@gmail.com			

**Required Questions**

**Have you ever been a SD Notary?**  Yes  No. If yes, when did/does your commission expire?

What name(s) was commission under?

**Date of Birth** 09-04-1977 **Have you ever been convicted of a felony?**  Yes  No

**Will you be providing e-notary services?**  Yes  No. If yes, also provide an image of your electronic seal, above or on a separate sheet of paper.

If providing these services, you must list the tamper-evident notarization vendor(s). (if additional space is needed, please provide an additional sheet.)

**Complete the following if you reside in an out-of-state county bordering South Dakota**

**Employer/Business Name**  
City of Colton

<b>South Dakota Business Address</b> 309 E 4th St	<b>City</b> Colton	<b>State</b> SD	<b>Zip</b> 57018
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**Oath (MUST be completed and signed)**

**State of South Dakota**  
 County of Minnehaha  
 I, Dawn Pilker  
**Notary Applicant** (Print EXACTLY as found on seal imprint)  
 being first duly sworn, depose and state that the answers to the questions on this application are true and complete to the best of my knowledge and that I am of legal age and meet the state residency requirements of SDCL 18-1-1. I do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of South Dakota and that I will faithfully and impartially perform the duties of a NOTARY PUBLIC within and for the State of South Dakota according to the law and to the best of my ability.

**Applicant Signature** (Sign name EXACTLY as found on your seal imprint)  
 Dated this 11 Day of August, 2025 Dawn Pilker

**For Internal Use Only**

<b>Receipt Number</b>	<b>File Date</b>
-----------------------	------------------