

City of Colton City Council
Special Session Meeting Agenda
Date: 09/29/2025 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 Wochnick 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 Wochnick 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 4th Street project in 2026. Motion passed with all members voting aye.
- b. A motion was made by Wochnick 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 Wochnick. Motion passed with all members voting aye.

Respectfully Submitted,

Dawn Pilker

Colton Finance Officer

Published once at the approximate cost of \$.



COLTON CITY POOL
501 EAST 6TH STREET
COLTON, SOUTH DAKOTA 57018

Sales: Ross Johnson
Colton City Pool
 501 East 6th Street Colton, South Dakota 57018

Est ID: EST3313795

Date: Sep-29-2025

Extra Services	Visits	Billing Type	Visit Price
Pressure Test All Pool Lines	1	Per Hour/Unit	

Price Includes:

1st hour: Begin Pressure testing all equipment in pump house (\$309)

Additional hours: \$150 per hour to complete pressure testing off all (8) Skimmers and (15) returns, and (2) main drains.

Item Name	Rate	Unit
Service Technician - 2025	\$110.00	per Hours
Pool Service Charge - 2025	\$159.99	per Hours
Pool Service - Full Equipment Set Up	\$40.00	per Hours

PROPOSAL ACCEPTANCE AGREEMENT AND WARRANTIES

This is an agreement between "Client," as listed in "Client Name" on this proposal, and Parklane Pool Company of SD, doing business as Parklane Pool Company. Under the terms set forth below, the Client agrees to purchase the services of Parklane Pool Company in preparing and constructing an in-ground pool as outlined in the project description/estimate, and Parklane Pool Company agrees to render such services. As consideration, the Client agrees to pay Parklane Pool Company

Parklane Pool Company
 27141 S Park Lane Drive
 Sioux Falls, South Dakota
 57106

P.(605) 774-4781

info@parklanepoolco.com

the amount shown as "total" in the project description/estimate. The parties further agree as follows:

P.1) Deposits and Payments

All deposits are refundable up to 90% of the total deposit amount, minus the cost of materials purchased before cancellation. The Client will pay Parklane Pool Company per Ex.1 Estimated Deposit and Payment Schedule. If the Estimated Deposit and Payment Schedule changes before the project start date, Parklane Pool Company will notify the Client via email and include an updated copy of the Estimated Deposit and Payment Schedule which will supersede the original, the Client then agrees to pay Parklane Pool Company based on new Estimated Deposit and Payment Schedule. Parklane Pool Company retains title to all pool equipment, and all material, used on the project until purchase price and any extras are paid for in full. If Client does not make payments in accordance with this contract, Client agrees that Parklane Pool Company may cease all work; and that Parklane Pool Company, or its employees, without notice to Client, may enter the Client's premises and remove any pool equipment, material, and accessories included in or associated with this project

Ex.1) Estimated Deposit and Payment Schedule

Estimated Project Start Timeframe for Deposit and Payment Schedule Basis: _____

Project Invoice Total \$0-\$40,000:

- 1) 50% deposit upon contract execution.
- 2) 50% payment upon completion.

*If the project extends beyond 3 weeks due to unforeseen circumstances, a progress bill will be sent for work completed plus change orders

Project Invoice Total \$40,001 and up:

- 1) 50% deposit upon contract execution.
- 2) 40% deposit on pool excavation day
- 3) Remaining 10% balance plus any change orders approved during construction process up substantial completion of project

Payment Schedule Approved by (Parklane Pool Company): _____

Payment Schedule Approved by (Client): _____

P.2) Estimates

Parklane Pool Company will make reasonable efforts to accurately estimate the materials needed to complete the contract. However, the Client acknowledges that there may be differences in the estimate and the final price. If the actual price is less than the estimated contract price, that amount will be discounted on the final payment due to Parklane Pool Company. If the actual price is more than the estimated contract price, the additional amount will be added to the final payment due to Parklane Pool Company. Client will pay Parklane Pool Company that additional amount. All proposals are good for 30 days from the original proposal date.

P.3) Escalation Clause

In the event of significant delay or price increase of material, equipment, or labor through no fault of Parklane Pool Company, contract price, time of completion, or contract requirements will be adjusted by change order. A change in the

price of material, equipment, or labor will be considered significant when the price increases by 3% between the date of this contract and the project completion date.

Client Signature _____

P.4) Changes

Parklane Pool Company will make reasonable efforts to complete the contract as designed. Circumstances may arise beyond the control of Parklane Pool Company that may prevent the construction of the design exactly as planned. Parklane Pool Company will make reasonable efforts to minimize this impact on the design and construction. The Client acknowledges this possibility and accepts the action Parklane Pool Company will take to minimize the potential change in design. Changes to a concept/design by the Client during construction will require a written change order which will be hand-delivered or emailed to the Client. Change orders will outline the estimated cost and scope of work. Any additional cost resulting from change orders will be invoiced per the "Estimated Deposit and Payment Schedule" and the Client agrees to pay all additional costs.

Unless otherwise provided for in the project Specifications, Parklane Pool Company has entered into this contract based upon the following assumptions of fact, and promises of Client:

- a) Client will provide adequate access to Client's property, or through adjacent property, for Parklane Pool Company's construction equipment to do the work.
- b) Soil at the agreed upon pool site is compacted to at least 90% and has a bearing capacity of at least 1,000 pounds per square foot as determined, in writing, by Geotek Engineering & Testing Services, Inc. or other qualified engineering firm.
- c) Soil, and the Water Table, at and around the agreed upon pool site is not of such an unstable nature or so high as to cause the project to be impossible to complete.
- d) There will be no additional load condition that may be imposed on the pool structure by existing or proposed adjacent structures which will require extra engineering. If the project includes a retaining wall, the wall must be engineered by a South Dakota licensed engineer.
- e) There are no rock formations, hard pan conditions, subterranean water, boulders, cesspools, septic tanks, septic tank lines, gas lines, water pipes, sewer pipes, drain pipes, sprinkler systems or components, irrigation pipes, underground electrical conduit, or other underground obstructions, which would require blasting, jack-hammer work, larger than normal excavation equipment, or which would otherwise require work and give rise to costs in excess of what would normally be required. Normal excavation time is eight (8) hours at a pool site.

If any of the foregoing assumptions of fact are not true, Parklane Pool Company may, at its option, terminate this Contract with no further liability to either Client or Parklane Pool Company, except that Client agrees to pay Parklane Pool Company the actual cost of labor, materials, equipment, and permits already furnished, and required to restore the premises. It is understood that the parties may, by mutual agreement in writing, amend this Contract by Change Order to deal with unforeseen events.

P.5) Fuel Surcharge

If the combined average price of regular and premium gasoline rises to the levels stated below within a calendar month, the following fuel surcharge will be added to subsequent invoices until the average price falls below that level. Fuel rates will be determined by using the published rates from the AAA Gas Prices website. www.gasprices.aaa.com

\$4.00 - \$4.50 per gallon - 1% fuel surcharge

\$4.51 - \$4.75 per gallon - 2% fuel surcharge

\$4.76 - \$5.00 per gallon - 3% fuel surcharge

\$5.01 - \$5.25 per gallon - 4% fuel surcharge

P.6) Parklane Pool Company's Marketing

Parklane Pool Company reserves the right to post a sign on client's property while the job is in progress. The job site may be photographed and those photographs may be used in marketing (our company website, photo albums, shows or otherwise)

P.7) Soil Compaction Testing

Parklane Pool Company strongly recommends that a soil compaction test be conducted for all in-ground pool installations to ensure proper foundation stability. By signing below, the Client acknowledges that they have chosen not to have the soil compaction test performed and accepts full responsibility for any risks or liabilities that may arise as a result of this decision.

Client Signature _____

P.8) Clean-Up

Parklane Pool Company will remove from Client's property debris and surplus material created by the pool installation process and leave the property in a neat and broom clean condition.

P.9) Maintenance

Maintenance, water, water treatment, and chemicals are not part of this contract. Once the pool is completed, Parklane Pool Company will complete a final pool cleaning and balance the water. Thereafter, any further maintenance, cleaning, water balancing, water treatment, or other service will be the responsibility of Client. Client understands the risks associated with imbalanced water chemistry, and assumes all liability relating for issues arising from imbalanced water chemistry, including but limited to damage to heaters, pumps, plaster finish and all other pool components, unless client engages Parklane Pool Company in Weekly or Twice-Weekly Valet Pool Service with Parklane Pool Company. If the maintenance is undertaken by Parklane Pool Company at the request of Client, service fees and associated costs will be billed by Parklane Pool Company at their usual and customary rates for such service.

P.10) Sod/Seed

Parklane Pool Company installs lawns according to common industry practices, using quality seed applied at the rate of at least the manufacturer's recommendation. It is the responsibility of the Client to ensure that rough grades have been established according to municipal drainage plans. Once the installation of sod or seed has been completed, Parklane Pool Company has no control over the weather, water, or other cultural practices of the client. Therefore, Parklane Pool Company cannot guarantee the germination rate of the seed or the general success of the sod.

P. 11) Lawn Seeding Agreement

It is understood between Parklane Pool Company and the Client that newly seeded lawns require special care and irrigation. To fully set realistic expectations, Parklane Pool Company and Client agree as follows:

Newly seeded lawns require daily watering. They may require as many as 4 light waterings a day to help combat the dry and windy conditions.

Depending on the type of seed it will take between 7 to 21 days for the seed to germinate.

It is important to keep the seed bed moist, but not overly saturated, until grass reaches mowing heights. Seedbed refers to the top 1-2" of soil. Once grass reaches mowing height waterings can be reduced but not stopped. Mowing height is defined as 4" or greater, this should take about 8 weeks to reach this height.

Parklane Pool Company is not liable for failure to properly water.

Parklane Pool Company is not liable for "Acts of God" that may cause damage to new grass or cause washout areas.

The Client should expect to have some weeds appear in the newly seeded areas and Parklane Pool Company will not be held responsible for the removal of weeds.

The Client should expect to have some bare and thin spots in the new lawn that will require over-seeding. Parklane Pool Company will not be held responsible for seeding these areas. First mowing should not occur until the new grass has reached a height of 4". No more than 1/3rd of the blade should be cut off during mowing, it is best to mow as high as possible. Clippings should be left behind as long as clumping does not occur.

The above recommendations are based on the best information available, but they do not guarantee a perfect lawn. Some unforeseen events or conditions that cannot be controlled may occur or be present that will affect the outcome of your lawn. Because of this, Parklane Pool Company makes no guarantee of the results of these recommendations.

The parties have executed this Agreement by their duly authorized representatives on the date below.

Client Signature _____

P.12) Damages

Vehicles and equipment may leave marks on concrete driveways, sidewalks, and other hard surfaces. Parklane Pool Company is not responsible for these marks. These marks will fade over time. Vehicles and equipment may damage driveways, sidewalks, and other hard surfaces. Parklane Pool Company is not responsible for these damages. Parklane Pool Company is not responsible for damage to lawn, trees, shrubs, flowers, and sprinkler systems.

Client Signature _____

P.13) Warranty

Parklane Pool Company warrants its work to be free from defects in material and workmanship for a period of 365 calendar days from the date the pool is SUBSTANTIALLY COMPLETED. All pool equipment and accessories installed shall have those warranties provided by the manufacturer or supplier of that item, rather than based on Parklane Pool Company's warranty herein. Parklane Pool Company shall assemble and provide to Purchaser all such manufacturer's or supplier's warranties.

Where Purchaser has work performed by others, Parklane Pool Company does not warrant such work and Parklane Pool Company shall not be held liable for such work or for loss of damages if any, which may result therefrom. The foregoing warranties are effective only if Purchaser has complied with all terms and conditions of the CONTRACT. Parklane Pool Company's WARRANTIES are void if payment of undisputed amounts are not paid pursuant to the terms of this contract.

The warranties become void if the pool is not kept full, except for a one day maintenance period each year; if the pool structure is damaged by reason of the water table rising above the lowest point of the pool; by reason of any earth or fill ground movement; or, acts of God, war, riots, or other civil disturbances. Site excavation anywhere on the property after pool installation will void all warranties unless prior notification and inspection by Combined Pool and Spa, Inc. is completed. Furthermore, modifications to pool design, hardscape additions, and feature changes by anyone other than Parklane Pool Company. will void all warranties.

*The term SUBSTANTIAL COMPLETION when used in this agreement is intended to mean that point during construction

when the pool plumbing is complete, the pool shell been set in place, the pool is backfilled to grade, and the pool is ready for water.

P. 14) Concrete Coping, Decks and Walkways

Although the decks and walks are part of the pool, there is no guarantee or warranty regarding cracking, checking, raising, settling, and discoloration or freezing, expressed or implied. Newly placed concrete can be expected to crack (known as shrink cracks) within the first few days of placement. Shrink cracks are narrow hairline stress cracks in the surface of the concrete caused by the curing process. Control joints (saw cuts or hand grooved joints) encourage the shrink cracks to form along predetermined lines made the day of or the day after placement. The rebar and the high strength of the concrete hold the slab together restricting the shrink cracks from widening. Joints do not prevent shrink cracks, but they may help hide them. Warranty for crack control is limited to any cracking in excess of 1/4" resulting from poor workmanship or use of sub standard materials. This warranty is only in effect for 6 months from the pour date. Any removal or replacement of concrete due to color imperfections or normal cracking will be at the buyer's expense.

P.15) Breach

Failure by the Client to pay the remaining balance within 30 days will constitute a breach of this agreement. Upon breach of this agreement, the Client agrees to pay all costs of collecting any remaining balances, including attorney's fees. Upon breach of this agreement, all aforementioned warranties will be voided

P.16) Marketing and Promotional Use

Client grants Parklane Pool Company the right to photograph, video record, and otherwise document the project—including, but not limited to, the use of drone footage and time-lapse recording—for marketing, advertising, and promotional purposes. Documentation may occur before, during, and after completion of the project.

All resulting media may be used by Parklane Pool Company in perpetuity in various formats, including but not limited to: websites, social media platforms, various forms of print and digital advertisements, and public relations and editorial content. Parklane Pool Company agrees not to disclose the Client's full name, street address, or any other identifying personal information without the Client's prior written consent.

Any access to the property following project completion for the purpose of capturing additional media shall require prior approval from the Client.

Estimate authorized by:	_____	Estimate approved by:	_____
	Ross Johnson		
Signature Date:	_____	Signature Date:	_____
	09/29/2025		
Email:	ross.johnson@parklanepoolco.com		