

City of Colton City Council  
Regular Monthly Meeting Agenda  
Date: 4/13/2026 Time: 6:30 pm  
Colton City Hall 309 E 4th St, Colton, SD, 57018

1) **Call to Order / Roll Call:**

- 2)  Bunde  Bunjer  Evans – absent with cause  Lyon  Vande Voort  Wochnick  
 Pedersen  Pilker

3) **Outstanding City Business:**

- a. Approve agenda for today's meeting & April claims
- b. Approve 03/09/29 regular council meeting minutes & Equalization Board minutes from 03/16/26

4) **Public Time/Public Hearing(s):**

5) **Reports/Other business:**

- a. Fire Department Report & request for \$900.00 toward purchase of shared AED.
- b. Banner Associates, Engineer Report
- c. Minnehaha County Sheriff's monthly hours call log & Quarterly report
- d. Seasonal Park/Pool/Concession updates
- e. Discuss - May open house for 4<sup>th</sup> St project
- f. May 2<sup>nd</sup> Colton Clean-Up Day – shift sign up
- g. Discuss and approve moving forward to set Special City Council Session – City Council Public Hearing for 1<sup>st</sup> reading on Rezoning of property (April 27<sup>th</sup> at 6:30pm)
- h. Quarterly Budget Review
- i. Finance Officer – SEACOG meeting April 15<sup>th</sup> in Humbolt at noon.
- j. Discuss Baseball Field rental amount for use by outside teams.

6) **Quotes:**

- a. Paint needed for Concession Stands, Pool House – price and amount needed.
- b. GeoTek Engineering, review of finalized signed proposal
- c. BRIC funding information – Do we want SECOG to apply for a generator for the city with a motion to send in a Notice of Intent. (benefit cost analysis – loss of power SVE report)
- d. Spring Street Sweeping Quote -

7) **Ordinances, Resolutions, Policies, Motions:**

- a. 2<sup>nd</sup> reading of Resolution #2-2026 proposing an ordinance regulating grading, excavation, filling, and land disturbance – Motion to approve
- b. Motion to approve Joint Agreement for combined election with Minnehaha County
- c. Motion to approve Amendment to Resolution #1-2026 salaries change for Municipal Finance Officer, from City covered Health Insurance to Health Insurance Stipend.
- d. Motion to approve Finance Officer going to Finance Officer School, June 10<sup>th</sup> – June 12<sup>th</sup>, 2026
- e. Review and approve 2025 completed Annual Report
- f. Motion to approve the Antique Macey Safe to be declared surplus
- g. Motion to approve abatement assessment freeze for the elderly & disabled

8) **Executive session and/or adjourn:**



# ENGINEERING REPORT

TO	Colton, SD
DATE	April 10, 2026
SUBJECT	Monthly Engineering Report – April 13 <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 is preparing opinion of costs for all improvements listed on the preliminary IIP priority list.
- 2026 Street Slurry Seal Project
  - Owner/Contractor Agreement, Performance Bond, Payment Bond and Insurance Received by ASTECH
  - City to Sign Agreement and Return to ASTECH

### Council Action for Consideration:

- 1) None

## Colton 4<sup>th</sup> St Roadway and Utility Improvements - 24327.00 (Project Manager – Weston Blasius)

### Project Summary:

- This project consists of 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:

- 4<sup>th</sup> St Roadway and Utility Improvements
  - Bidding Project for Construction
- Project Bid Date: 10:00AM, April 15, 2026
  - Bid is hosted on the SD DOT Website South Dakota Department of Transportation – P TAPR(57) - PCC Shared Use Path - PCN - 09G6

### Council Action for Consideration:

- 1) 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)

# Colton Patrol Hours

March 2026

Patrol Hours

## Blue Days

BARTSCHER, JOSHUA	5.61
LARSON, MATTHEW	9.52
WESTERBUR, DYLAN	5.77

## Blue Nights

DEBERG, JAKOB	2.06
FRANK, KATHERINE	7.21
KAISER, PATRICK	0.47

## Yellow Days

BURNS, JASON	4.32
FEDDERSEN, WAYNE	7.05
MOSER, NATHAN	0.70

## Yellow Nights

BENCOMO, CARLOS	1.18
BULLIS, MATTHEW	0.77
KERZMAN, DAWSON	4.02
WAHL, ALEXANDER	4.55
WILLCOX, STEPHEN	2.48

## Rover

GUERRERO, JUAN	3.65
HENSCH, SKYLER	4.73
MACDONALD, IAN	6.64
OWUSU, CHRISTOPHER	1.23
SINA, KAYCEE	1.45

<b>Contracted Hours</b>	<b>65.00</b>
<b>Total Hours for March</b>	<b>73.41</b>
<b>Over/Under</b>	<b>8.41</b>

**COLTON****MCSO ACTIVITY**

<b>ARRESTS</b>	<b>2026</b>
	<b>JAN - MARCH</b>
DUI	0
DRUG	0
ASSAULT	1

<b>CASE REPORTS</b>	<b>2026</b>
	<b>JAN - MARCH</b>
DRUG	0
ASSAULT	1
THEFT/BURGLARY	0

<b>CITATIONS</b>	<b>2026</b>
	<b>JAN - MARCH</b>
SPEEDING	8
STOP SIGN	1
SEAT BELT	0
NO INSURANCE	6

# ★ CITY OF COLTON ★ CLEAN-UP DAY!

 **MAY 2ND** |  **8:00 AM – 5:00 PM**

It's time to clean up and freshen up our community!  
Bring your unwanted items and help keep Colton looking its best!

 **1st & Glenn Ave**

## ✓ **ACCEPTED:**

- ✓ General Household Trash
- ✓ Junk & Unwanted Items

## ⊘ **NOT ACCEPTED:**

- **NO MATTRESSES**
- **NO CHEMICALS**
- **NO BATTERIES**

## — **IMPORTANT:** —



**MUST LIVE WITHIN CITY LIMITS**

**PROOF OF RESIDENCY REQUIRED**



**NO DUMPING AFTER HOURS – FINES WILL APPLY**

Let's come together and take pride in our town—See you there!

**CITY OF COLTON**  
**\*Revenue Summary\***

<b>FUND</b>	<b>Description</b>	<b>2026 YTD Budget</b>	<b>March 2026 Amt</b>	<b>2026 YTD Amt</b>	<b>YTD Balance</b>	<b>% of YTD Budget</b>
101	General Fund	\$462,080.00	\$35,969.36	\$84,142.70	\$377,937.30	18.21%
211	3rd Penny	\$6,000.00	\$894.73	\$2,353.48	\$3,646.52	39.22%
212	2nd Penny	\$111,000.00	\$8,520.21	\$25,578.76	\$85,421.24	23.04%
602	Water Fund	\$288,628.00	\$28,624.24	\$77,551.48	\$211,076.52	26.87%
604	Sewer Fund	\$107,700.00	\$59,021.56	\$97,453.83	\$10,246.17	90.49%
		\$975,408.00	\$133,030.10	\$287,080.25	\$688,327.75	29.43%

FILTER: None

**CITY OF COLTON**  
**\*Expenditure Summary**

<b>FUND</b>	<b>Description</b>	<b>2026 YTD Budget</b>	<b>March 2026 Amt</b>	<b>2026 YTD Amt</b>	<b>Enc Current</b>	<b>YTD Balance</b>	<b>% YTD Budget</b>
101	General Fund	\$426,709.62	\$47,478.38	\$146,342.61	\$0.00	\$280,367.01	34.30%
211	3rd Penny	\$23,560.00	\$0.00	\$23,560.00	\$0.00	\$0.00	100.00%
212	2nd Penny	\$189,025.95	\$27,229.92	\$121,547.67	\$0.00	\$67,478.28	64.30%
501	5th STREET PROJECET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
602	Water Fund	\$527,329.51	\$25,405.77	\$64,390.15	\$0.00	\$462,939.36	12.21%
604	Sewer Fund	\$363,813.60	\$25,567.18	\$88,764.00	\$0.00	\$275,049.60	24.40%
		<b>\$1,530,438.68</b>	<b>\$125,681.25</b>	<b>\$444,604.43</b>	<b>\$0.00</b>	<b>\$1,085,834.25</b>	<b>29.05%</b>

FILTER: None

**CITY OF COLTON**  
**\*Check Reconciliation©**  
**Cash**  
**10100 CASH**  
**March 2026**

**Account Summary**

Beginning Balance on 3/1/2026	\$1,902,017.40
+ Receipts/Deposits	\$1,689,749.39
- Payments (Checks and Withdrawals)	\$1,824,970.87
Ending Balance as of 3/31/2026	\$1,902,017.40

Cleared	\$1,766,795.92
Statement	<u>\$1,902,017.40</u>
Difference	(\$135,221.48)

**Cash Balance**

Active 101-10100 General Fund	\$47,372.14
Active 211-10100 3rd Penny	\$44,539.55
Active 212-10100 2nd Penny	\$738,515.19
Active 602-10100 Water Fund	\$350,353.69
Active 604-10100 Sewer Fund	\$871,484.00
Cash Balance	\$2,052,264.57

Beginng Balance	\$1,902,017.40
+ Total Deposits	\$1,691,012.03
- Checks Written	<u>\$1,848,042.03</u>
Check Book Balance	\$1,744,987.40
Difference	\$307,277.17



**GEOTEK ENGINEERING  
& TESTING SERVICES, INC.**  
909 East 50<sup>th</sup> Street North  
Sioux Falls, South Dakota 57104  
605-335-5512 Fax 605-335-0773

March 16, 2026

City of Colton  
PO Box 66  
Colton, SD 57108

Attn: Jerrit Petersen

Subj: Cost Proposal  
Soil Borings and Cores  
Existing Pool  
Colton, South Dakota

### **Introduction**

GeoTek Engineering & Testing Services, Inc. ("GeoTek") provides this Cost Proposal pursuant to your recent request to perform a geotechnical exploration program for the referenced project. This proposal is intended to outline our understanding of the project, proposed work scope, cost information, and schedule.

### **Project Information**

We understand that the project will likely consist rehabbing the existing pool in Colton, South Dakota.

### **Work Scope – "Work"**

We plan to perform 4 borings just outside the fence for the pool. Two (2) of the borings are planned on the north side of the pool and 2 borings are planned on the south side of the pool. We plan to extend the borings to a depth of 16 feet. We also plan to perform 4 cores within the pool (1 core in the shallow end, 1 core in the transition area, and 2 cores in the deep end). If the underlying soils allow, we plan to perform a limited soil exploration (hand auger or probe) at the core locations. It is currently planned to perform compression tests on the cores.

Standard penetration sampling (ASTM:D1586) will be conducted at each of the test boring locations. The sampling procedure will be conducted at vertical intervals of 2 ½ feet in the upper 15 feet and at vertical intervals of 5 feet below a depth of 15 feet, if needed. Where soft cohesive soils (silt and clay) are encountered, supplemental 3-inch Shelby tube samples (ASTM:D1587) may be taken. The subsurface conditions encountered at the test boring locations will be illustrated by means of individual logs for each test boring. Measurements for groundwater levels will be made at the test boring locations both at the time they are completed and just before being

backfilled. The boreholes will be backfilled with on-site materials. Some settlement of these materials can be expected to occur. Final closure of the boring holes and patching the core holes is the responsibility of the client or property owner.

The retrieved samples will be returned to the laboratory for review and analysis. The soils will be classified in accordance with the Unified Soils Classification System (ASTM:D2487). A laboratory-testing program will be conducted on select samples to characterize the index and strength properties of the soils. The index tests may consist of Atterberg limits, moisture content and dry density. The strength tests may consist of unconfined compressive strength. We would like to point out that only moisture tests are planned for the septic drain field borings. We will perform the tests in accordance with the appropriate ASTM procedures.

A written report will be prepared by a licensed professional engineer. The report will contain the results of the field and laboratory tests as well as our geotechnical engineering opinions and recommendations regarding the following:

- Soil classification and general discussion on the soils encountered at the boring and coring locations;
- General discussion on frost protection (if applicable);
- General comments regarding factors that may impact the final performance of the project.

### Fees

The fees for our services will be charged on a time and materials basis. For the scope of work discussed, we estimate the cost of our services to be \$5,800. Our costs are based on an estimated total boring footage of 64 feet and 4 concrete cores. Should the boring depths vary from our estimate, the change in boring footage will be charged or credited at a unit rate of \$18/foot. Sales tax will be added to our fees if applicable. We would like to point out that these costs are based on the site being accessible with our truck mounted drill rig, if our track rig is needed then additional costs will apply.

### Conditions

We assume that access to the drill sites with a truck-mounted drill rig and auxiliary pickup will be possible. Our “General Conditions” are attached and are considered part of our proposal. GeoTek will be responsible for contacting public underground utilities through the One Call system. The Client or, if different, the property owner is responsible for locating and marking private underground utilities and any site clearing (tree removal, brush removal, snow removal, etc.) required to access the site. GeoTek is not responsible for locating and/or marking private underground utilities or for clearance of the Job Site to allow for the Work to be performed.

### Schedule

Weather permitting; we will be able to begin the fieldwork within 1 ½ weeks to 2 ½ weeks after receiving authorization to proceed. We anticipate that the field work will be conducted over a period of 1-2 days. A written report will be submitted approximately 1 week after completion of the field work.

**Acceptance**

If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area and returning 1 copy. The undersigned agrees to be responsible for payment for the Work performed by GeoTek.

**Remarks**

GeoTek appreciates the opportunity of being considered for this work and looks forward to providing our services on this project. If you have any questions or need additional information, please contact our office at (605) 335-5512.

GeoTek Engineering & Testing Services, Inc.

*Shawn Maassen*

Shawn Maassen, PE  
Project Manager

**Acceptance**

Client: City of Colton

Authorized Signature: 

Title: Mayor

Printed Name: Trevor Beund

Date: 3/16/26

The above signed Client constitutes "Client" as referenced in the General Conditions.

## Notice of Funding Opportunity (NOFO)

### Building Resilient Infrastructure and Communities (BRIC) Fiscal Year 2024 and 2025 (FY24/25)

#### SUMMARY:

The Building Resilient Infrastructure and Communities (BRIC) program makes federal funds available to states, U.S territories, federally recognized tribal governments, and local communities for hazard mitigation activities. It does so with a recognition of the growing hazards associated with climate change, and of the need for natural hazard risk mitigation activities that promote climate adaptation and resilience with respect to those hazards. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in the future.

Subsequently, a total of **\$2,000,000** of funding is now available exclusively for local governments in South Dakota to apply for hazard mitigation projects. These projects shall reduce the loss of life and property by lessening the impacts of future disasters. The BRIC Program aligns with the general goal of promoting resilience and adaptation in light of current risks, and the 2022-2026 Department of Homeland Security (DHS) Strategic Plan through pursuing Goal 5: Strengthen Preparedness and Resilience. Therefore, BRIC application priorities will include:

- Increase resources to eliminate disparities in equitable outcomes across disadvantaged communities,
- Identify and mitigate the risks to natural hazards and their own threats from climate change,
- Develop and complete more innovative risk-informed hazard mitigation projects, such as multi-hazard resilience or nature-based solutions,
- Increase climate literacy among the emergency management community, including awareness of natural hazard risks and knowledge of best practices for hazard mitigation, and
- Cost-effective projects designed to increase resilience and public safety.
- In the posted FEMA NOFO it states, Hazard Mitigation Plan development or updates, and other project scoping activities not directly supporting infrastructure **are not** eligible.

Additionally, a total of **\$1,000,000** of funding is now available exclusively for local governments and certain private-non-profit organizations in South Dakota to apply for hazard mitigation projects that will carry out eligible building code adoption and enforcement activities. Eligible activities include:

- Evaluate adoption and/or implementation of codes that reduce risk,
- Enhance existing adopted codes to incorporate more current requirements or higher standards (excluding construction), and
- Develop professional workforce capabilities relating to building codes through technical assistance and training.

In addition to the State Allocations listed above, there is a total of **\$757,000,000** of funding available for the National Competition. This competitive program is open across the nation to states and tribes, encouraging innovative, multi-hazard mitigation projects that address multiple program priorities. Projects are evaluated using a standardized scoring system based on Evaluation Criteria outlined in the NOFO.

The full version of the BRIC FY24/25 NOFO can be found [here](#), or you can request to have a PDF version emailed to you. To receive a copy, or if you are interested in discussing eligibility of mitigation projects, beginning the application process, or any other aspect of the BRIC program, please contact the State Hazard Mitigation Officer, Jim Poppen, at 605-773-3231 or [jim.poppen@state.sd.us](mailto:jim.poppen@state.sd.us)

## PROJECT TIMELINE:

- **May 1<sup>st</sup>, 2026:** Notice of Intent to apply for BRIC funding MUST be submitted. NOI is located [here](#). If no NOI is submitted, your project will not be considered.
- **June 5<sup>th</sup>, 2026:** Applications are due to the State Office of Emergency Management (SD OEM) using [FEMA GO](#); it is highly encouraged and welcomed to submit applications prior to this deadline.
- **June 2026:** SD OEM reviews all applications; *late or incomplete applications will not be considered for funding.*
- **July 23<sup>rd</sup>, 2026 by 3:00PM EST:** SD OEM reviewed and approved projects must be submitted to FEMA Region VIII.
- Project cost shares are as follows: **75% Federal Match / 10% State of SD OEM Match / 15% Local Applicant Match.**
  - A cost share of 90% Federal Match / 10% State of SD OEM Match is available if project primarily benefits a Small impoverished communities as defined at [42 U.S.C. § 5133\(a\)](#)
- Subrecipients will be eligible for up to **5%** of the project award amount for management costs.

## STATE OF SD OEM CONSIDERATIONS:

- Applications submitted past the deadline will not be considered for funding.
- Subrecipients may apply for up to 5% of their total project cost as Subrecipient Management Cost (SRMC). SRMC ***must*** be included in the application as a separate line-item within the budget section of the application. No SRMC funding will be available to the applicant until all final expenses are reconciled and their SRMC expense log has been submitted for verification. Mitigation staff will then process the reimbursement for the SRMC and close the subgrant.
- All agencies that have a stake in environmental and historical preservation for your project will need to have an environmental letter sent to them for their response on your project. These response letters ***must*** accompany the application. If construction is taking place on or near tribal property, it is a possibility the Tribal Historic Preservation Office may request a Class III Archeological Survey to be completed prior to award. This survey is an eligible expense.
- Support documentation and application requirements are located on the OEM website [HMA 101](#) story map.

## FEMA RESOURCES:

- FEMA Hazard Mitigation Assistance (HMA) Guidance: [Hazard Mitigation Assistance Grants | FEMA.gov](#)
- FEMA Mitigation Planning Guidance: [Hazard Mitigation Planning | FEMA.gov](#)
- FEMA Building Resilient Infrastructure and Communities: [Building Resilient Infrastructure and Communities | FEMA.gov](#)
- FEMA Management Cost Guidance: [https://www.fema.gov/sites/default/files/2020-07/fema\\_DRRRA-1215-hazard-mitigation-grant-program-management-costs-interim-policy.pdf](https://www.fema.gov/sites/default/files/2020-07/fema_DRRRA-1215-hazard-mitigation-grant-program-management-costs-interim-policy.pdf)
- FEMA has released a new version of the Benefit Cost Analysis software to version 6.0 and can be downloaded at [FEMA BCA Version 6.0](#)

**Popham Construction, LLC**  
 PO Box 227  
 Castlewood, SD 57223  
 +16057932757  
 pconstruction09@gmail.com

# Estimate

**ADDRESS**  
 City of Colton  
 309 E 4th St  
 Colton, SD 57018

**SHIP TO**  
 City of Colton  
 309 E 4th St  
 Colton, SD 57018

**ESTIMATE # 3187**  
**DATE 04/01/2026**

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	City of Colton Street Sweeping	1	0.00	0.00T
	Approximately 100 Blocks of curblin sweeping - per occurrence	1	4,225.00	4,225.00T
	We would require a close in town dump site or city dump truck for material to be placed into, access to water for dust control and a notice to the city residents for when the street sweeping is scheduled.	1	0.00	0.00T
	Garbage Day Pickup - Monday	1	0.00	0.00T
	Chip Seal and milling sweeping are at a rate of .18 per sq yard plus mobilization.	1	0.00	0.00T

SUBTOTAL	4,225.00
TAX	0.00
<b>TOTAL</b>	<b>\$4,225.00</b>

Accepted By

Accepted Date

# CITY OF COLTON, SOUTH DAKOTA

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OFFICE OF THE MAYOR

## MEMORANDUM

To: City Council

From: Trevor Bunde, Mayor

Re: Proposed Grading Ordinance & Permit Program Adoption

Date: *2nd Reading 04-13-2026*

This proposed ordinance establishes standards for grading, excavation, filling, and land disturbance activities within the City of Colton. The purpose is to protect public infrastructure, prevent drainage disputes, ensure proper stormwater control, and provide clear permitting standards for both residential and commercial projects.

The ordinance includes:

- Clear permitting thresholds
- Residential and commercial grading standards
- Stormwater/MS4 compliance language
- Fee schedule
- Stop work authority
- Enforcement provisions

**CITY OF COLTON ORDINANCE NO. 2-2026**

**AN ORDINANCE REGULATING GRADING, EXCAVATION, FILLING, AND LAND DISTURBANCE**

**SECTION 1 – PURPOSE**

To protect public health, safety, drainage patterns, streets, utilities, and stormwater systems; to prevent erosion and sedimentation; and to ensure orderly development within the City of Colton.

**SECTION 2 – PERMIT REQUIRED**

- Movement exceeding 100 cubic yards
- Disturbance over 1,000 square feet
- Any alteration of drainage patterns
- Any work in City right-of-way

**SECTION 3 – STORMWATER & MS4 COMPLIANCE**

All projects shall comply with applicable State of South Dakota stormwater regulations and EPA MS4 requirements where applicable.

Commercial projects disturbing one (1) acre or more must obtain coverage under the South Dakota General Construction Stormwater Permit and submit a SWPPP prior to permit issuance.

**SECTION 4 – RESIDENTIAL STANDARDS**

- Maintain positive drainage away from structures (6 inches fall within first 10 feet)
- Not discharge water onto neighboring property
- Maximum slope of 3:1 unless engineered
- Restore disturbed areas within 14 days

**SECTION 5 – COMMERCIAL STANDARDS**

- Engineered drainage plans when required
- Stabilized construction entrances
- Protect sidewalks and streets from sediment
- Provide detention/retention if required
- Permanent stabilization within 7 days

**SECTION 6 – FEE SCHEDULE**

Residential Grading Permit	\$50.00
Commercial Grading Permit (Under 1 Acre)	\$150.00
Commercial Grading Permit (1 Acre or More)	\$300.00
Re-Inspection Fee	\$50.00
After-Hours Inspection	\$75.00

**SECTION 7 – STOP WORK AUTHORITY**

The City may issue a Stop Work Order when work violates this ordinance, creates unsafe conditions, or lacks required permitting. Work shall not resume until compliance is achieved and written authorization is issued.

**SECTION 8 – PENALTIES**

Violations are punishable by fine up to \$500 per day per violation. Each day constitutes a separate offense.

## JOINT AGREEMENT FOR COMBINED ELECTION

THIS AGREEMENT, to be made effective this 13<sup>th</sup> day of April, 2026, by and between Minnehaha County, South Dakota, hereinafter referred to as "Minnehaha County" and the City of Colton, South Dakota, hereinafter referred to as "City".

### WITNESSETH:

WHEREAS, pursuant to SDCL §9-13-37 a governing body of a municipality shall, in even-numbered years, hold the general municipal election in conjunction with the regular June Primary Election or the regular November General Election;

WHEREAS, the governing body of City has decided to hold its general municipal election in conjunction with the regular November election date;

WHEREAS, the expenses and governmental responsibilities of a combined election must be shared in a manner agreed upon by the City Council and the Minnehaha County Board of Commissioners;

NOW THEREFORE, in compliance with South Dakota Laws, particularly SDCL §§9-13-37 and 12-2-6, City and Minnehaha County do hereby agree to conduct a combined election as follows:

#### A. RESPONSIBILITIES OF THE PARTIES

1. The City shall provide to the Auditor, no later than sixty (60) days prior to any election for which this Agreement applies, a Certificate of Ballot certifying office, terms, spelling of candidate names and candidate order as they should appear on each ballot, including any applicable ballot question language.
2. The County shall publish the following Notices:
  - a. Notice of Voter Registration Deadline consistent with ARSD 5:02:04:04;
  - b. Notice of Election pursuant to SDCL §§ 9-13-13, 12-12-1, and ARSD 5:02:04:08 and Facsimile Ballot;
  - c. The cost of jointly published notices shall be shared proportionately by eligible voters within the shared precinct(s).
  - d. All other mandated publications shall be the responsibility of the City.
3. If necessary, salaries and expenses of additional precinct election workers within the City shall be shared proportionately by the Parties based upon the number of eligible voters therein, which shall include the school district(s) if applicable. The County and the school districts, if applicable, shall be responsible for the salaries and expenses of precinct election workers in the rural precincts within their respective jurisdictions.
4. Polling place rent within the City shall be shared proportionately by the Parties based upon the number of eligible voters therein, which shall include the school district(s), if applicable. The County and the school districts, if applicable, shall

be responsible for the rental costs in the rural precincts within their respective jurisdictions.

5. The cost of all jointly used materials (ballot stamps, ballots, poll books, etc.) will be shared proportionality among the applicable political subdivisions based upon the number of eligible voters within the precinct. Each entity shall pay the cost of its individually used materials and supplies.
6. Data processing costs for nonpolitical ballots including setup, test run, ballot count and e-poll book support shall be shared proportionately by the number of eligible voters within the precinct.
7. If any Party to this Agreement is not required to have an election on the regular June Primary Election or the regular November General Election such Party will not be required to pay any shared or proportional expenses of such election. The remainder of the election costs will be the responsibility of the remaining Party or Parties conducting an election.
8. All joint election materials shall be maintained and stored by the County Auditor as the officers in charge of the election. Nonfederal election materials may be destroyed within sixty (60) days following the election at which such ballots were voted, except if any recount or contest of such an election is pending. Costs of material destruction shall be the responsibility of each respective party. If materials of multiple parties are destroyed at the same time, then such costs shall be proportionate to the number of stored ballots.

**B. ABSENTEE BALLOTS**

1. The Minnehaha County Auditor's Offices shall maintain an absentee polling location at the Minnehaha County Administration Building at 415 N Dakota Ave, Sioux Falls, South Dakota.
2. Absentee ballots shall be available at the County Auditor's Office, or by mail, for all eligible voters who wish to vote absentee in the election.
3. Costs of salaries, expenses, materials, and data processing shall be shared proportionately amongst the parties based upon the eligible voters within the shared precinct.

**C. RECOUNTS**

1. All recounts will be conducted and supervised by the Minnehaha County Auditor's Office.
2. All costs associated with a recount election will be the responsibility of the political subdivision responsible for the recount election. In the event where multiple recounts are required for multiple political subdivisions, the cost shall be proportionate to the amount of ballots that are required to be recounted.

**D. RUNOFF ELECTION**

All runoff elections, all publication requirements therefore, and all expenses therefore, including, without limitation, all salaries and expenses of election workers shall be the responsibility of the City unless otherwise agreed upon by addendum to this Agreement.

**E. CANVASSING OF THE VOTE**

1. Each party shall be responsible for canvassing the votes of their respective election in accordance with South Dakota Law.
2. Each party is responsible for ensuring that the canvass of the votes is completed within the statutory timeframes required by law. The officer in charge of the election, with the assistance of a majority of the applicable governing board as the canvassing board, shall make the canvass of votes. Minnehaha County shall ensure that all necessary elections materials be made available to the City; however, sealed election materials shall remain sealed absent court order, and such materials shall be retained by Minnehaha County in accordance with federal and state law.

**F. PAYMENT OF COSTS**

1. Proportionate costs referenced in this Agreement shall be estimated by a percentage of total costs set forth by example in Exhibit A. The County Auditor shall provide an estimate of total cost in writing to the Municipal Clerk a minimum of thirty (30) business days prior to any election for which this Agreement applies. City costs exceeding the estimated costs set forth in Exhibit A by more than five percent (5%) shall require additional City approval. The City approval of such costs shall be provided in writing within fifteen (15) business days of the election. If additional funding is needed due to unforeseen circumstances, the County shall notify the City Clerk in writing of the excess costs prior to any services being performed and the City shall have the option to fund such excess costs, or the level of service may be limited by the County. The City agrees to pay the actual costs incurred.
2. The County agrees to pay all upfront costs associated with the election in accordance with the provisions of this Agreement. The City and any applicable school district shall reimburse the County for such costs as determined in this Agreement.
3. The County shall submit an invoice of reimbursable costs to the City within thirty (30) days following the state certification of election results.
4. The City shall submit payment to the County of such reimbursement costs no later than thirty (30) days after receipt of the invoice set forth above.

**G. TERMINATION**

Any Party may terminate this Agreement upon not less than ninety (90) days' written notice to the other Parties prior to any contemplated joint election. Upon notice of

termination, this Agreement is null and void except as to any payment for any proportionate costs already incurred by the County.

**H. INDEMNIFICATION**

Each party agrees to defend, indemnify, and hold harmless the other from all any and all claims or liabilities, arising from or in any way related to the negligence or intentional acts of any employee or agent of that party.

**I. JURISDICTION AND VENUE**

This Agreement is governed by the laws of the State of South Dakota. Jurisdiction and venue of any legal proceeding(s) involving the Parties in connection with this Agreement shall lie exclusively with the state courts or federal courts located within the South Dakota Second Judicial Circuit.

**J. SEVERABILITY**

If any provision in this Agreement is held to be illegal, invalid, or unenforceable in full or in part, for any reason, by any court of competent jurisdiction, then such provision shall be modified to the minimum extent necessary to make the provision legal, valid, and enforceable. The illegality, invalidity, or unenforceability of any such provision shall in no way affect any other provisions in this Agreement, provided that the illegality, invalidity, or unenforceability of any such provision does not materially prejudice either Party with regard to the respective rights and obligations of each Party contained in the valid terms and conditions of this Agreement.

**K. ENTIRE AGREEMENT**

This Agreement, including any exhibits attached hereto, contains and embodies the entire understanding and agreement between the Parties and supersedes and replaces any and all prior understandings and agreements, written or oral, expressed or implied, relating to this Agreement.

**L. TIME IS OF THE ESSENCE**

It is mutually agreed by the Parties that time is of the essence in the performance of the terms and conditions to be kept and performed under this Agreement.

(Signatures appear on following pages)

IN WITNESS WHEREOF, the City of Colton has executed this Agreement on  
this 13<sup>th</sup> day of April 2026.

CITY OF Colton

By: \_\_\_\_\_  
          , Mayor

Attest

By: \_\_\_\_\_  
Finance Officer

IN WITNESS WHEREOF, the Minnehaha County Board of County Commissioners has executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

MINNEHAHA COUNTY

By: \_\_\_\_\_  
Dean Karsky, Chair

Attest

By: \_\_\_\_\_  
Leah G Anderson, Auditor

## CITY OF COLTON

### AMENDMENT TO RESOLUTION #1 - 2026 SALARIES

WHEREAS, SDCL 9-13-28 requires that the governing body of every municipality shall fix and determine by ordinance or resolution, the amount of salaries and compensation of all municipal officers and the time at which the same shall be paid;

WHEREAS, it is in the best interests of the City of Colton to pay a competitive wage to attract and retain the best employees and elected officials to serve the community;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colton that the following resolution, repealing all prior salary and wage resolutions, be passed and approved. The Mayor, City Council, and Planning and Zoning Members shall be paid once a month, and all other officers and employees shall be paid bi-weekly at the following yearly salary or hourly wage.

PROVIDED, HOWEVER, the Council may make wage increases for the following: completion of education requirements, certification tests, fulfillment of job requirements set at the date of employment, and length of service to the city. The Council may also exceed set wage limits if agreed to by the City Council.

Mayor	\$ 6,000.00 annually
Council Members	\$ 2,100.00 annually
City Administrator/ Municipal Finance Officer	\$ 30.00 hourly + comp time+ Health Insurance Stipend+ Cell Phone Reimbursement + SDRS Retirement
Public Works Supt.	\$ 34.00 hourly + comp time + Cell Phone Reimbursement + Health Insurance Stipend + SDRS Retirement
Summer Help (mowing, etc)	\$ 17.00 hourly 1 <sup>st</sup> yr +.50 each add'l year with a maximum of \$18.50/hr
Pool Manager	\$ 17.00 hourly 1 <sup>st</sup> year + .50 each add'l year with a maximum of \$18.50/hr

Lifeguards	\$ 14.00 hourly 1 <sup>st</sup> year + .50 each add'l year with a maximum of \$16.50/hr
Concession Stand Workers	\$ 13.00 hourly 1 <sup>st</sup> year + .50 each add'l year with a maximum of \$15.50/hr
Election Workers	\$250.00 Election Superintendent \$200.00 Deputy Superintendent
Laborers	Minimum wage
Planning & Zoning Members	\$600.00 annually

BE IT RESOLVED that the Mayor and Council hereby authorize these salaries and wages to take effect January 1st, 2026.

BE IT FURTHER RESOLVED that the Mayor and Council shall determine all foregoing salaries and wages.

The foregoing resolution was introduced by \_\_\_\_\_, who moved for its passage and adoption; \_\_\_\_\_ seconded the motion. The motion passed with all members voting aye.

Whereupon Mayor Bunde declared the resolution passed and adopted and instructed the Municipal Finance Officer to publish this resolution in the official newspaper of the city and to comply otherwise with all applicable notice requirements of the law.

Adopted this 13<sup>th</sup> day of April 2026.

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

ATTEST:

\_\_\_\_\_  
Dawn Pilker  
Municipal Finance Officer

Adopted: April 13, 2026  
Published: April 17, 2026  
Effective: April 27, 2026

ANNUAL REPORT FOR CITY OF COLTON  
AS OF AND FOR THE YEAR ENDED December 31, 2025

**GOVERNMENTAL FUNDS--MODIFIED CASH BASIS**

	General Fund	3rd Penny Fund	2nd Penny Fund	Total Governmental Funds
Beginning Balance	246,830.35	53,715.42	725,255.90	1,025,801.67
Revenues and Other Sources:				
Taxes:				
Property Taxes	251,997.16			251,997.16
General Sales and Use Taxes	107,854.50	12,030.65	109,228.20	229,113.35
Penalties and Interest on Delinquent Taxes	461.01			461.01
Licenses and Permits	5,443.93			5,443.93
Intergovernmental Revenues:				
State Shared Revenue	56,101.67			56,101.67
County Shared Revenue:	2,361.47			2,361.47
Charges for Goods and Services:				
General Government	3,645.98			3,645.98
Sanitation	4,281.13			4,281.13
Culture and Recreation	22,821.51			22,821.51
Miscellaneous Revenue and Other Sources:				
Investment Earnings	48,811.38			48,811.38
Contributions and Donations from Private Sources	19,385.00			19,385.00
Other Revenues	13,089.09			13,089.09
Sale of Municipal Property	1,340.70			1,340.70
Total Revenue and Other Sources	537,604.53	12,030.65	109,228.20	658,863.38
Expenditures and Other Uses:				
Legislative	27,742.40			27,742.40
Executive	1,108.36			1,108.36
Financial Administration	118,713.97			118,713.97
Other General Government	15,732.28			15,732.28
Police	33,719.40			33,719.40
Fire	17,325.68			17,325.68
Highways and Streets	262,885.68			262,885.68
Sanitation	1,658.86			1,658.86
Health	7,409.90			7,409.90
Ambulance	6,000.00			6,000.00
Recreation	92,833.81			92,833.81
Parks	27,089.05			27,089.05
Libraries	2,608.53			2,608.53
Economic Development and Assistance	38,197.15			38,197.15
Debt Service	20,000.00			20,000.00
Total Expenditures and Other Uses	673,025.07	0.00	0.00	673,025.07
Increase/Decrease in Fund Balance	(135,420.54)	12,030.65	109,228.20	(14,161.69)
Ending Balance:				
Restricted		65,746.07		65,746.07
Committed			834,484.10	834,484.10
Unassigned	111,409.81			111,409.81
Total Ending Fund Balance	111,409.81	65,746.07	834,484.10	1,011,639.98
Governmental Long-term Debt				74,479.15

**PROPRIETARY FUNDS--MODIFIED CASH BASIS**

	Water Fund	Sewer Fund
Beginning Balance	338,633.34	860,303.16
Revenues	250,216.90	488,012.29
Expenses	254,766.83	482,810.50
Ending Balance:		
Unrestricted	334,083.41	865,504.95
Enterprise Long-term Debt	980,159.72	2,176,247.52

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

Municipal funds are deposited as follows:

Depository	Amount
Reliabank	843,342.69
CorTrust Bank	1,233,206.01

**Abatement Number 2026-0104**

Abatement Status En route

Parcel ID

Legal Description

Property Location

School District TRI VALLEY SCHOOL DISTRICT #49-6

Applicant

Refund Payable To

Reason

Applicant, having otherwise qualified for the Assessment Freeze for the Elderly and Disabled, but missed the deadline as prescribed in 10-6A-4.  
 DOE RECOMMENDS APPROVAL: APPLICANT WAS PREVIOUSLY APPROVED BUT MISSED CURRENT DEADLINE FOR FREEZE.  
 REQUESTING TO ABATE ELDERLY FREEZE VS NON ELDERLY FREEZE. L = \$17,600 I = \$152,200 T = \$169,800.

Levy Year 2025 Taxable Value \$302,100.00 Tax \$5,080.72 Abatement Amount \$2,376.39 Interest Bill Number 14242

Office	Recommendation	Signed By	Entered By	Entered Date
States Attorney	Legally Sufficient		RYAN, KATHERYN	04/02/2026
Equalization	Recommend Approval		LILLA, CHRISTOPHER	02/03/2026
Treasurer	Recommend Approval	See Scanned Document	SWANSON, KRISTIN	01/28/2026
Equalization	Recommend Approval		LILLA, CHRISTOPHER	01/08/2026

Recommend Approval

Recommend Not Approving

*[Handwritten Signature]*



Treasurer Tax Records Maintenance

File Edit Options Help Chat



Pllog VCS P-View



Parcel Number \_\_\_\_\_ Type Year Bill #  
 RE 2025 14242.0 Lookup Recent

Names Legal Info Taxes Accounts Receivable Values Comments

Property Taxes

Taxing District	53496	TIF District	_____
	ASSESSED	EQUALIZED	Taxes
Ag	0	0	.00
Owner Occupied	319000	302100	5080.72
Other	0	0	.00
NAZ	0	0	.00
Addition 1	0		.00
Total Property Tax	319000	302100	5080.72
Specials Etc.			.00

Record Type Real Estate   
 Record Status Active

Adjustment Table

Type	Number	Date	Amount

Add Adjustment  Adjusted to zero  
 Distribution  After deduction maximum

Land	Buildings	ASSESSED	Equalized	Exempt	EQUALIZED
26400	292600	319000	302100	0	302100
Utility Miles	.00				

Edit this record    \*\*Notes    DOE    Auditor    Exit

Key Entry    jwhite    MNTTAX

L 17600  
 I 152200    EF  
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 169800

2019

Treasurer Tax Records Maintenance

File Edit Options Help Chat



Plog VCS P-View



Parcel Number \_\_\_\_\_ Type Year Bill # \_\_\_\_\_  
 RE 2025 14242.0 \$ Lookup Recent

Names Legal Info Taxes Accounts Receivable Values Comments

Class	NADS	NAD1S	Totals
ASSESSED	26400	292600	319000
Equalized	25000	277100	302100
Assessor Final	26400	292600	319000

Acres	.00	.00	.00 ACR
Units	1.00	.00	1.00 UNIT
			0

Exempt Value	0	0	0
EQUALIZED	25000	277100	302100
Taxes	420.45	4660.27	5080.72

Comments \_\_\_\_\_

Exemptions: ELDERLY ELDERLY

Edit this record    \*\*Notes    DOE    Auditor    Exit

Key Entry    jwhite    MNTTAX

Treasurer Tax Records Maintenance

File Edit Options Help Chat



Plog VCS P-View Sort Order: Parcel



Parcel Number \_\_\_\_\_ Type Year Bill #  
 RE 2019 13180.0 Lookup Recent

Names Legal Info Taxes Accounts Receivable Values Comments

Class	NADS	NAD1S	Totals
ASSESSED	17556	152215	169771
Equalized	16520	143234	159754
Assessor Final	17556	152215	169771

Acres	.00	.00	.00 ACR
Units	.00	1.00	1.00 UNIT
			0

Exempt Value	0	0	0
EQUALIZED	16520	143234	159754
Taxes	307.64	2667.30	2974.94

Comments \_\_\_\_\_

Exemptions:

Edit this record    \*\*Notes    DDE    Auditor    Exit

Key Entry    jwhite    MNTTAX