

City of Colton City Council  
Special Session Meeting Minutes  
Date: 04/27/2026 Time: 6:30pm

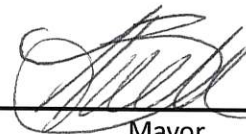
- 1) **Call to order / Roll call:** At 6:31pm the meeting was called to order by Mayor Bunde at Colton City Hall. Council Members Bunjer, Evans, Vande Voort, and Wochnick answered the roll call. Lyon was absent with cause. Finance Officer Pilker was present for city staff. Public Works Superintendent Pedersen was absent with cause.
- 2) **Approve agenda & meeting minutes:** A motion to approve the Special Session agenda for 04/27/2026 was made by Evans and seconded by Wochnick. Motion passed with all members voting aye.
- 3) **Public Time/Public Hearing:** No public joined for the Public Hearing of rezoning proposal.
- 4) **Reports/Other Business.**
  - a. Mayor Bunde read the first reading of Ordinance No. 3-2026: An Ordinance of the City of Colton, SD, rezoning the property at lots 1 to 4 & pt lot 5 NE or RR Block 11 Colton City 4<sup>th</sup> Addn – From R-1 to GB and amend the official zoning map of the City of Colton.
  - b. Council reviewed the Parklane Pool Company proposal for patchwork on the GeoTek boring holes, visible cracks in pool shell, prep work and labor, dye test pool shell and fittings. A motion to approve the 50% payment for \$4,693.97 to begin the project to get the pool ready for the season was made by Bunjer and seconded by Vande Voort. Roll call was taken and motion passed with all members voting aye.
  - c. Council reviewed the SD DOT 4<sup>th</sup> Street project bids and award letter. No action is needed at this time.
- 5) **Adjourn:**
  - A. The meeting was adjourned at 7:00pm by a motion made by Wochnick and seconded by Evans. Motion passed with all members voting aye.



Finance Officer  
Dawn Pilker

05-11-26

Date



Mayor  
Trevor Bunde

City of Colton City Council  
Special Session Meeting Agenda  
Date: 04/27/2026 Time: 6:30 PM  
Colton City Hall 309 E 4th St, Colton, SD, 57018

- 1) Call to order / Roll call:
- 2)  Bunde  Bunjer  Evans  Lyon  Vande Voort  Wochnick  
 Pedersen  Pilker
- 3) **Approve Agenda:** Special Session 04/27/2026
- 4) **Public Time/Public Hearing:**
  - a.
- 5) **Reports/Other Business:**
  - a. First reading of Ordinance No. 3-2026, regarding rezoning.
  - b. Review Parklane Pool Company proposal and approve 50% payment of \$4,693.97 to begin project.
  - c. Review SD DOT 4<sup>th</sup> St project bids and award letter.
- 6) **Adjourn/ Executive Session:**

ORDINANCE NO. 3-2026

AN ORDINANCE OF THE CITY OF COLTON, SD, REZONING THE PROPERTY AT LOTS 1 TO 4 & PT LOT 5 NE OF RR BLOCK 11 COLTON CITY 4<sup>TH</sup> ADDN FROM THE R-1: RESIDENTIAL DISTRICT TO THE GB: GENERAL BUSINESS DISTRICT AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COLTON.

BE IT ORDAINED BY THE CITY OF COLTON, SD:

*Section 1. That the property at Lots 1 To 4 & Pt Lot 5 NE of RR Block 11 Colton City 4<sup>th</sup> Addn is hereby rezoned from the R-1: Residential District to the GB: General Business District, and the official zoning map of the City of Colton shall be amended to include this rezoning.*

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

Seal

First Reading: 04/27/2026  
Second Reading & Adoption: \_\_\_\_\_  
Publication: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

Published once at the approximate cost of \_\_\_\_\_.



# Proposal

## Parklane Pool Company

Client Name: Colton City Pool

Project Name: Colton Pool Project #1

Jobsite Address: 501 East 6th Street Colton, South Dakota 57018

Billing Address: 501 East 6th Street Colton, South Dakota 57018

Estimate ID: EST6035019

Date: Mar 10, 2026

**Pool Shell Patch Work** \$8,388.95

Price includes:

- Patch work on Geotech boring holes
- Visible cracks in pool shell
- All prep work and labor included

Patches will not match existing pool finishes.

- Pool plumbing was diagnosed early last fall and those findings suggested 90-100% of those lines were not holding pressure. Therefore, water will still be lost through the plumbing. These patches in the shell will only be temporary.

- A new finish will be recommended at the end of season, along with new plumbing.

**Dye Test Pool Shell & Fittings** \$777.79

Price includes:

- 1 - full day of dye testing the following:
  - light niches
  - return fittings
  - skimmers
  - drains
  - any visible cracked spots in shell

Pool to be full prior to dye test.

	Subtotal	\$9,166.65
	Taxes	\$221.29
	<b>Estimate Total</b>	<b>\$9,387.94</b>

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 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) 30% deposit upon contract execution.
- 2) Progress billings every three weeks for work completed plus change orders and any additional materials required to complete the project.
- 3) Final completion payment plus change orders not yet billed

Signed by:  
  
 SD19CB955456425

Payment Schedule Authorized 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](http://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



All,  
 Below are the bid results for the Colton 4<sup>th</sup> Street Improvements Project.  
 Double H Paving was low bid at \$1,339,168.01. These were very competitive bids.

<b>Item Nbr:</b> 2	<b>Project Nbr:</b> P TAPR(57)	<b>PCN:</b> 09G6
<b>County:</b> Minnehaha	<b>Engineer's Estimate:</b> \$1,981,458.40	
<b>Location:</b> Colton - Along 4th St fm Dakota Ave to Charles Ave		
<b>Improvement Type:</b> PCC Shared Use Path; Roadway Reconstruction, AC Surfacing & Watermain Utility Replacement		

<b>Contractor</b>	<b>Total Bid Amount</b>
DOUBLE H PAVING, INC	\$1,339,168.01
Kesteloot Excavation & Dirt Work Services	\$1,390,466.50
Katzner Concrete Inc	\$1,412,999.63
Lidel Construction Company, Inc.	\$1,475,367.31
Big AI's Contracting Inc.	\$1,483,719.55
BX CIVIL & CONSTRUCTION, INC.	\$1,488,409.75
Alliance Construction LLC	\$1,672,370.56
DUININCK, INC	\$1,826,923.40

Thank you,  
 Weston Blasius | Project Manager





**DEPARTMENT of AGRICULTURE  
and NATURAL RESOURCES**

JOE FOSS BUILDING  
523 E CAPITOL AVE  
PIERRE SD 57501-3182  
danr.sd.gov

April 23, 2026

Re: City of Colton  
C461135-05, C462135-05  
4th Street Sewer & Water Infrastructure Improvements

The Honorable Trevor Bunde  
Mayor of Colton  
PO Box 66  
Colton, SD 57018-0066

Dear Mayor Bunde:

In reference to the 4th Street Sewer & Water Infrastructure Improvements project, the Department of Agriculture and Natural Resources authorizes you to award the construction contract to Double H Paving, Inc, the low responsive, responsible bidder. The total amount of this contract is \$1,339,168.01, of which \$30,233.00 will be eligible for Clean Water SRF participation and \$276,412.00 will be eligible for Drinking Water SRF participation.

Construction may now begin at your convenience. **Please advise this Office as soon as the Preconstruction Conference is scheduled.** In addition, please furnish the following to our office:

1. A projected construction progress schedule.
2. One copy of the authorization of the contractor to begin construction and one copy of the signed contract documents including payment and performance bonds.

You are also reminded that the contractor is required to submit "award of contract" information to the Department of Labor. A form was provided in the specifications that can be used for this purpose (page EEO-7 of the SRF General Conditions). If you have any questions about the above stated requirements, please contact Bailey McTigue of our office.

Sincerely,

Andy Bruels, P.E.  
Division Director  
Division of Financial and Technical Assistance  
Phone: (605) 773-4216

cc: Sean Hegyi, SECOG  
Weston Blasius, Banner Associates



Banner Associates, Inc.  
 409 22nd Avenue South  
 Brookings, SD 57006  
 Tel 605.692.6342  
 Toll Free 855.323.6342  
[www.bannerassociates.com](http://www.bannerassociates.com)

April 20, 2026

Mayor Trevor Bunde and City Council  
 City of Colton  
 309 E 4<sup>th</sup> Street  
 Colton, SD 57018

RE: Contract Award  
 Colton 4<sup>th</sup> Street Improvements  
 BAI. No. 24327.00

Dear Mayor and City Council:

Below is a Bid Summary for the 4<sup>th</sup> Street Improvements Project. Bids were received and opened for the unit price bid schedule on April 15, 2026.

<b>Contractor</b>	<b>Total Bid Amount</b>
<b>Double H Paving, Inc</b>	<b>\$1,339,168.01</b>
Kesteloot Excavation & Dirt Work Services	\$1,390,466.50
Katzer Concrete, Inc	\$1,412,999.63
Lidel Construction Company, Inc.	\$1,475,367.31
Big Al's Contracting, Inc.	\$1,483,719.55
BX Civil & Construction, Inc.	\$1,488,409.75
Alliance Construction, LLC	\$1,672,370.56
Duininck, Inc	\$1,826,923.40

A total of eight (8) Bids were received and opened for the project and ranged from \$1,339,168.01 to \$1,826,923.40. The engineer's estimate was \$1,981,458.40.

The low bid was submitted by Double H Paving, Inc from Tea, SD. Banner has worked on past projects with this contractor and finds them to be a responsive and responsible bidder. All the items submitted with the Bid appear to be in order, and Banner Associates recommends awarding the Contract to Double H Paving, Inc in the amount of \$1,339,168.01. Please note that the award of the Contract should be made contingent upon funding agency approval.

We have contacted Kris Huwe with Double H Paving to confirm their bid and informed them of the upcoming bid presentation to the Council at the May 11, 2026, meeting.

If you have any questions or need anything further, please do not hesitate to contact me at (855) 323-6342 or by email at [westonb@bannerassociates.com](mailto:westonb@bannerassociates.com).