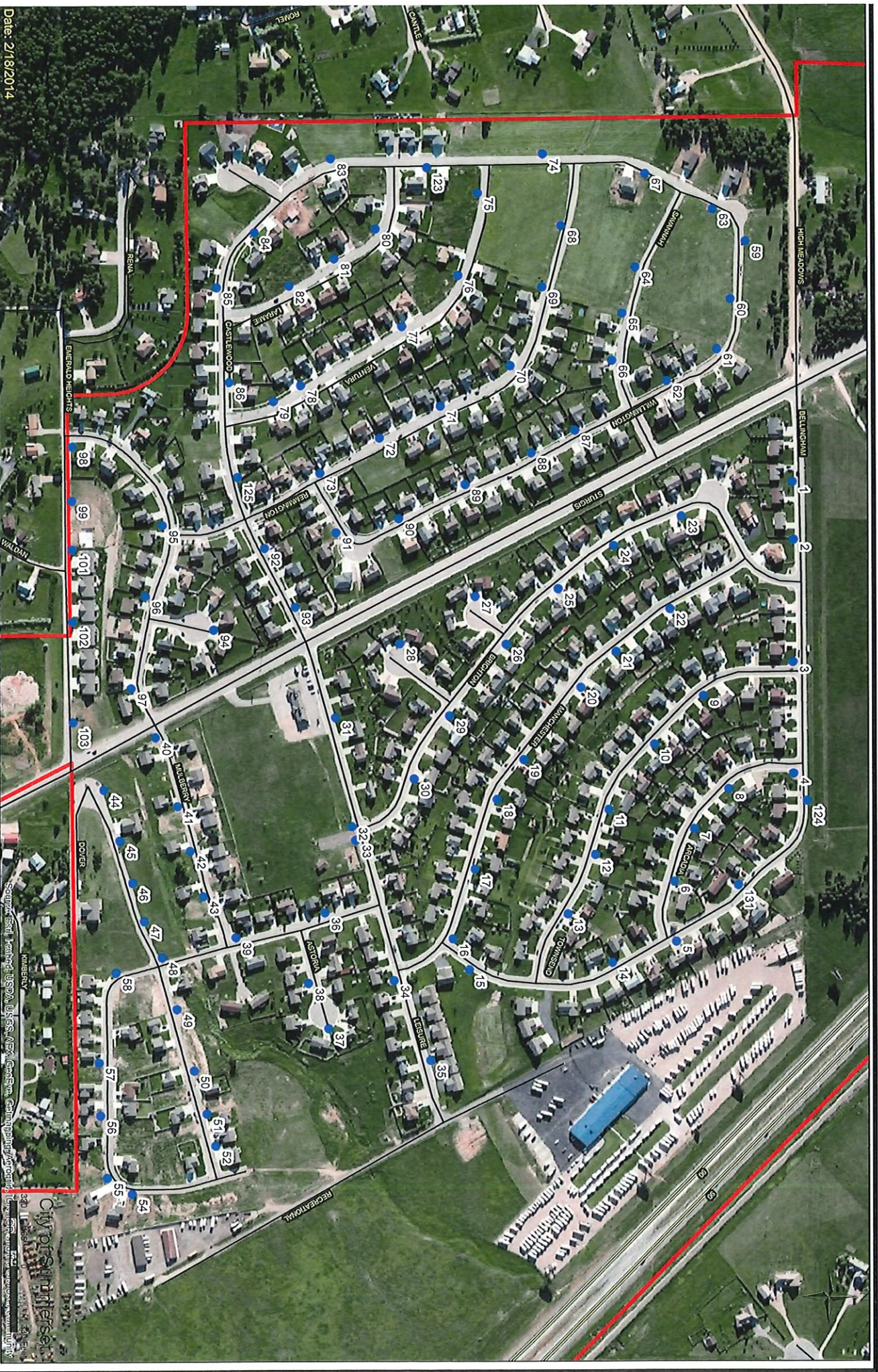


Date: 2/18/2014



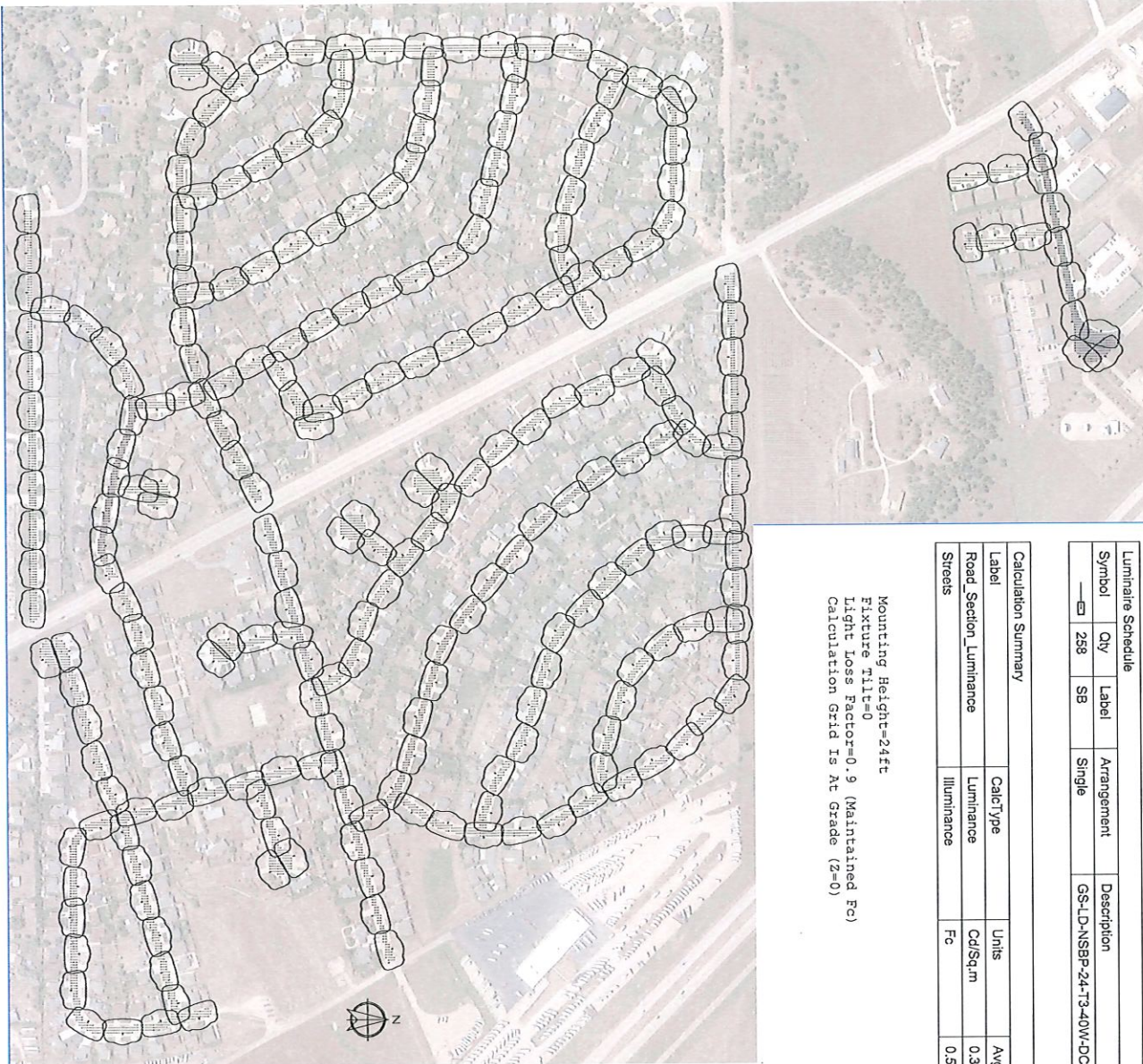
City of Summit
3201
www.summitcity.org



Date: 2/18/2014

Source: Esri, Imagery, USDA, USGS, Aerial, Google, Earth

City of Sumner, Iowa
150 100 50 0



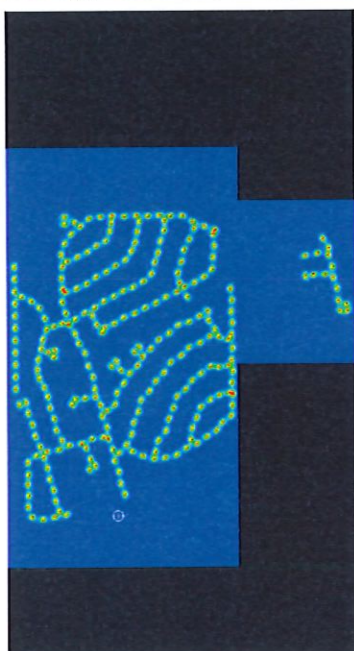
Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Description	LLF	Lum Wats	Mtg Height
—□	258	SB	Single	GS-LD-NSBP-24-T3-40W-DC-4K-G3-DB	0.900	40	24

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Road_Section_Luminance	Luminance	Cd/Sq.m	0.34	0.8	0.1	3.40	8.00
Streets	Illuminance	Fc	0.58	1.8	0.1	5.80	18.00

Mounting Height=24ft
 Fixture Tilt=0
 Light Loss Factor=0.9 (Maintained Fc)
 Calculation Grid Is At Grade (Z=0)



3D RENDERING



PSEUDO COLOR RENDERING

CITY OF SUMMERSET, SD
LIGHTING - SOUTH

Photometric Plan

Draen By: BV
 Checked By:
 Date: 4/10/2023

Scale: 1"=200' (at 24"x36" Print Size)

#	Date	Comments
1		
2		
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23661 Birtcher Dr.
 Lake Forest, CA 92630
 Tel: 949-609-9636
 Email: sales@streetlights-solar.com

PHOTOMETRIC SUMMARY

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Description	LLF	Lum Watts	Mtg Height
—□	258	SB	Single	GS-LD-NSBP-24-T3-40W-DC-4K-G3-DB	0.900	40	24

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Road_Section_Luminance	Luminance	Cd/Sq.m	0.34	0.8	0.1	3.40
Streets	illuminance	Fc	0.58	1.8	0.1	5.80
						18.00

Date		Time		Location		Weather		Temperature		Humidity		Wind		Pressure		Visibility		Clouds		Precipitation		Sun		Moon		Tide		Notes		
Day	Month	Year	Hour	Minute	City	State	Country	High	Low	Max	Min	Dir	Speed	Bar	Rel	Dir	Speed	Dir	Speed	Dir	Speed	Dir	Speed	Dir	Speed	Dir	Speed	Dir	Speed	
1	1	2023	12	00	New York	NY	USA	32	28	35	25	SE	10	1013	98	120	5	120	5	120	5	120	5	120	5	120	5	120	5	120
2	1	2023	12	01	New York	NY	USA	31	27	34	24	SE	11	1012	97	120	6	120	6	120	6	120	6	120	6	120	6	120	6	120
3	1	2023	12	02	New York	NY	USA	30	26	33	23	SE	12	1011	96	120	7	120	7	120	7	120	7	120	7	120	7	120	7	120
4	1	2023	12	03	New York	NY	USA	29	25	32	22	SE	13	1010	95	120	8	120	8	120	8	120	8	120	8	120	8	120	8	120
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54	1	2023	12	53	New York	NY	USA	-21	-25	-18	-28	SE	63	960	45	120	58													

Mounting Height=24ft
Fixture Tilt=0
Light Loss Factor=0.9 (Maintained Footcandle)
Calculation Grid Is At Grade (Z=0)

#	Date	Comments

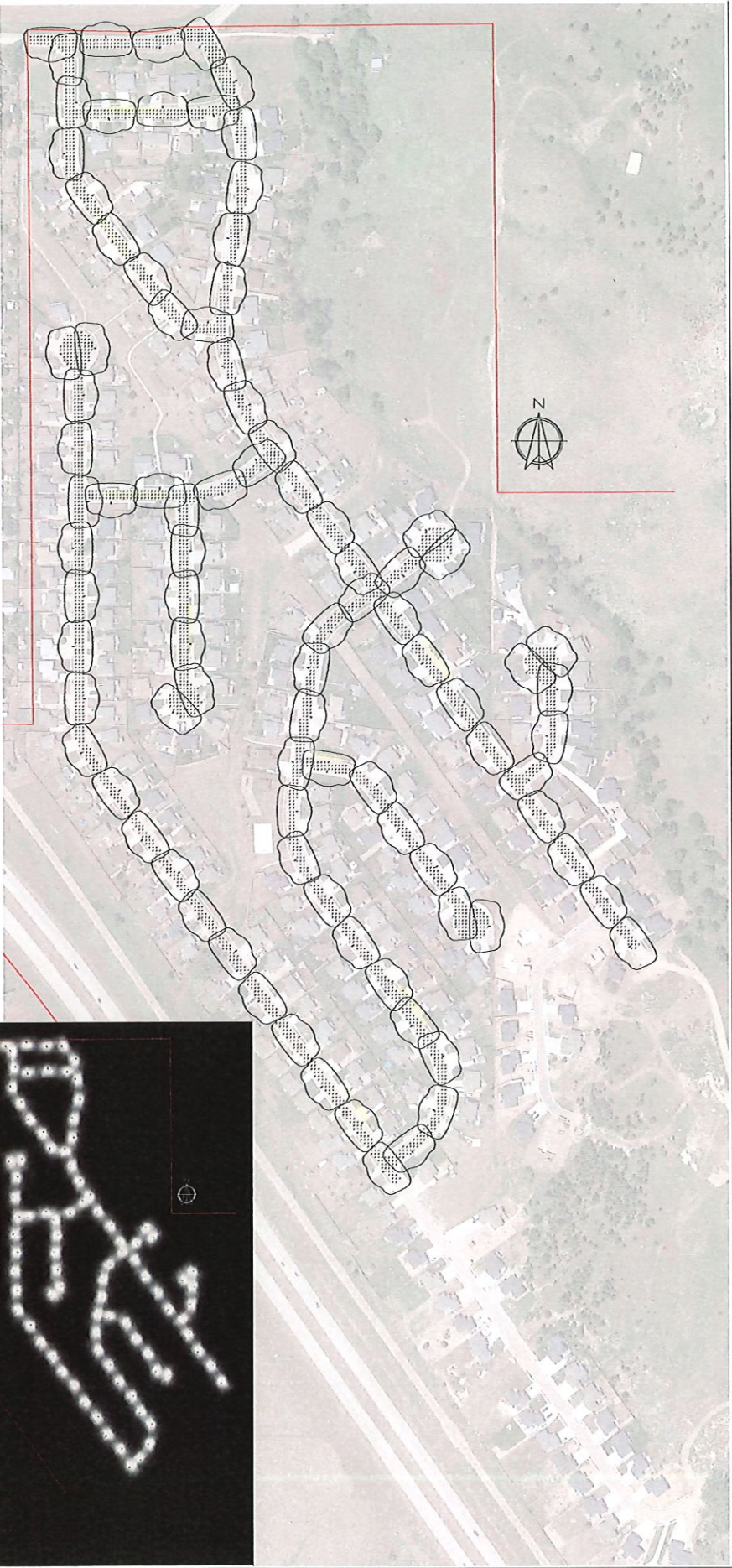
Drawn By: BV
Checked By:
Date: 4/10/2023
Scale: NTS (at 24"x36" Print Size)

CITY OF SUMMERSET, SD
LIGHTING - SOUTH

Photometric Plan



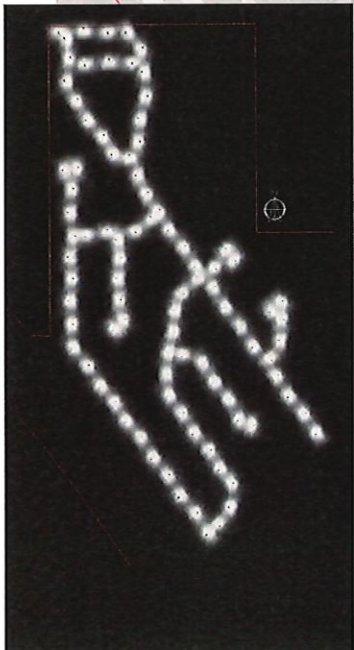
23661 Birtcher Dr.
Lake Forest, CA 92630
Tel: 949-609-9636
Email: sales@streetlights-solar.com



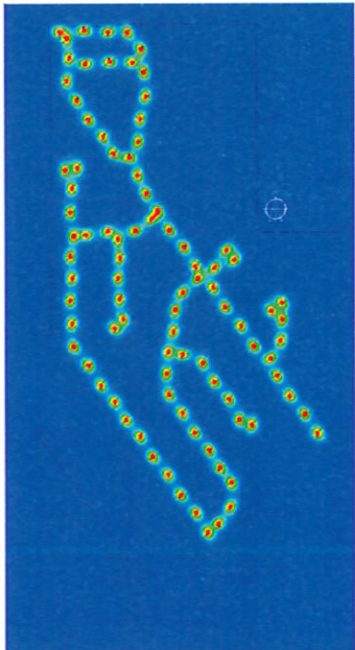
Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Description	LLF	Lum Watts	Mtg Height
—□	92	SB	Single	GS-LD-NSBP-24-173-40W-DC-4K-G3-DB	0.900	40	24

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	AvgMin	MaxMin
Road_Section_Luminance	Luminance	Cd/Sq.m	0.33	0.8	0.1	3.30	8.00
Streets	Illuminance	Fc	0.58	1.7	0.1	5.80	17.00

Mounting Height=24ft
 Fixture Tilt=0
 Light Loss Factor=0.9 (Maintained Fc)
 Calculation Grid Is At Grade (Z=0)



3D RENDERING



PSEUDO COLOR RENDERING

CITY OF SUMMERSET, SD
LIGHTING - NORTH

Photometric Plan

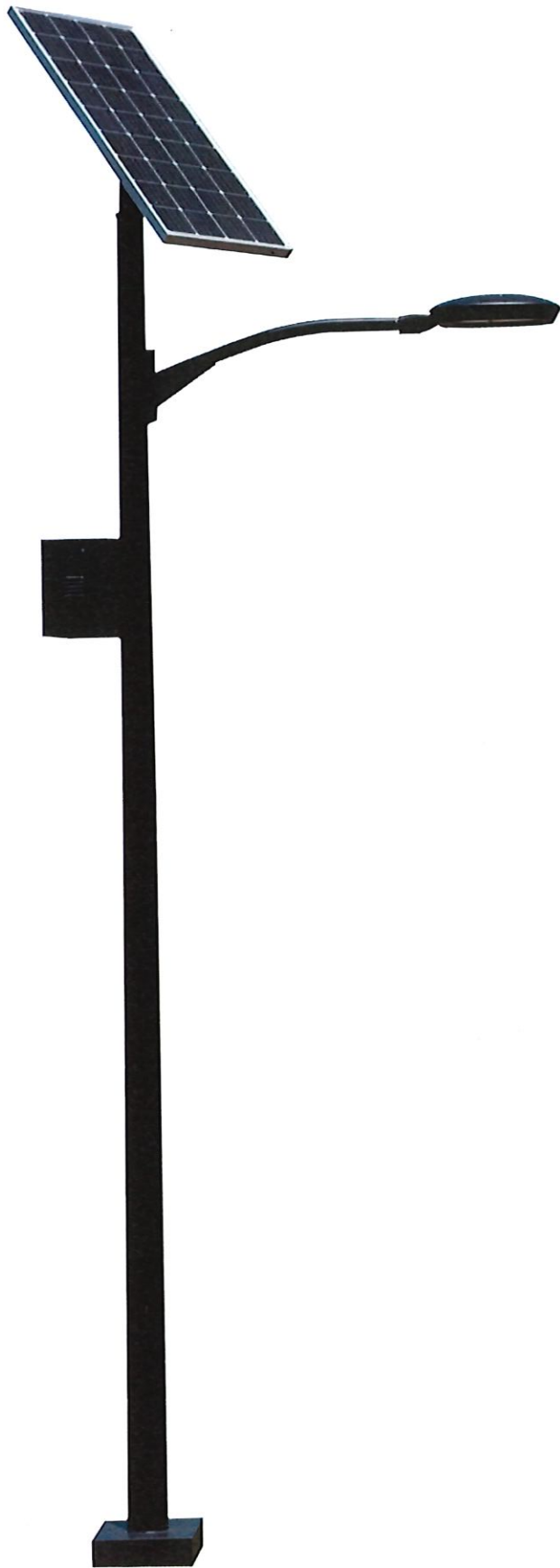
Draen By: BV
 Checked By:
 Date: 4/10/2023

Scale: 1"=140' (at 24"x36" Print Size)

#	Date	Comments



23661 Birtcher Dr.
 Lake Forest, CA 92630
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OUTDOOR SOLAR LIGHTING SOLUTIONS



BRIGHTTA

BRIGHTA | GENERAL SPECIFICATIONS



Light Fixtures

Luminaire Input Voltage	DC 12V 24V
Power Consumption	40W
Lumen	5200 lumens
Color Temperature	4000K
IES Lighting Type	Type III
Material	Die-cast aluminum



260P



290D



NSBP

Solar Panel (1 Unit)

180W

Rating Power	180 W
Maximum Power Voltage	18.95 V
Maximum Power Current	9.50 A
Open Circuit Current	22.74 V
Short Circuit Current	9.98 A
Size	58.5" x 27"
Weight	29.5lb

Battery (1 Unit)

Battery Type	GEL Deep Cycle Lead-Acid
Operating Voltage	12 V
Capacity	200 Ah at 20 hr-rate to 1.75 V per cell at 77°F
Dimensions	20.5" x 9.44" x 8.7" (in)
Expected Life	5 ~ 7 years

Solar Charger

Operating Voltage	12 V/24 V auto recognition
Max. Charge / Load Current	5 A/ 10 A/ 20 A (different models)
Night / Day Detection	2.5 V – 10 V
IP Class	IP68

Pole

Height	26 ft
Diameter	6 3/4" at the bottom, 4" at the top
Thickness	5/32"
Material	Galvanized Steel
Finishing	Powder Coating



BRIGHTA | GENERAL SPECIFICATIONS

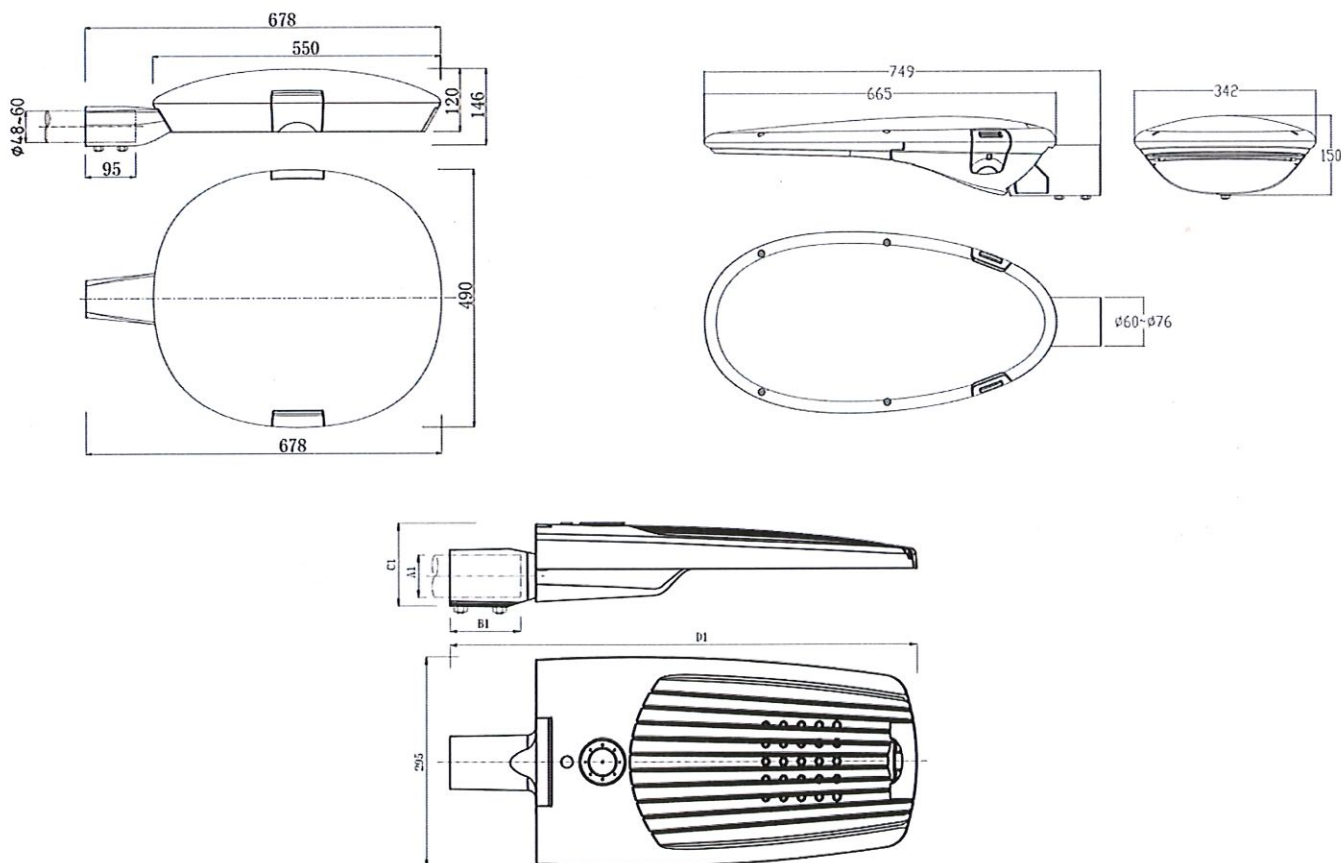


SPECIFICATIONS

Luminaire Input Voltage	DC 12V 24V
Power Consumption	40W
Lumen Output	5200 lumens
Color Temperature	4000 K
IES Lighting Type	Type III
Material	High pressure die-cast aluminum
Lens	5mm toughened glass, optical grade PMMA
IP Class	IP 65
Insulation	Class I
Operating Temperature	-30°C ~+50°C/ -22°F ~+122°F
CRI	≥70

Weight: 8.3 kg | 18.3 lb

DIMENSIONS



AL B1 C1 D1
#601 50 119 663



BRIGHTA SERIES

Solar Powered LED Lighting System



OVERVIEW

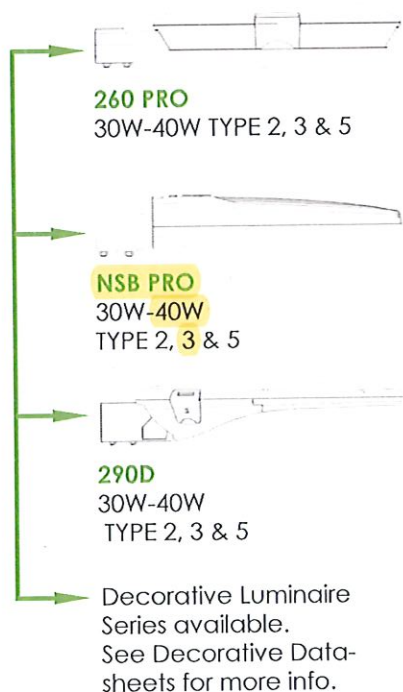
The Brighta Series features customizable outdoor solar light solutions depending on your specific application and an adjustable mounting bracket. Each system is completely customized according to your location, project and lighting requirements; also systems can be configured to run throughout the night or have them dim to save energy when full light is not required and with the option for a motion detection.

PART NUMBER

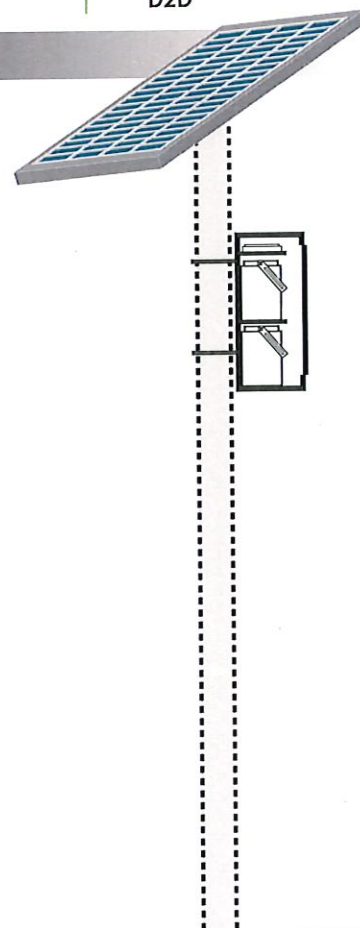
SYSTEM	LUM. QTY.	LUMINAIRE	OPTICS	LOAD	COLOR TEMP.	DRIVER	ARM	BOX QTY.
BR Brighta	1 Single 2 Dual	260P 290D NSBP	T2 Type 2 T3 Type 3 T5 Type 5	30W 40W ##	3K 3000 Kelvin 4K 4000 Kelvin 5K 5000 Kelvin	350MA 525MA 700MA 950MA	A4 4' Arm A6 6' Arm A# Custom	1 1 Box 2 2 Boxes
BATTERY QTY.	BATT. MNT.	BATTERY	PV QTY.	PV WATT	POLE HEIGHT	COLOR	OPERATING PROFILE	
1B 1 Battery 2B 2 Batteries 3B 3 Batteries 4B 4 Batteries	H High L Low	120 120 amp 150 150 amp 200 200 amp	1 Single 2 Dual 4 Quad	110W 180W AC 345W	P20 20ft P26 26ft P# Custom	BK Black C# Custom	5/40 DIM 6/40 DIM 7/40 DIM 8/40 DIM D2D	

FIXTURES

SPECIFICATIONS



- ▶ **Luminaire**
 - 60,000 hours.
 - 3000K - 5000K available with standard 4000K.
 - Turtle Friendly compliant fixtures available.
- ▶ **Panel Mount**
 - Rated to 145mph. 185mph available.
- ▶ **Solar Panel**
 - Mono-crystalline Photovoltaic solar panels.
- ▶ **Battery Enclosure**
 - Vented, corrosion resistant stainless steel battery box.
 - Holds battery and controller.
 - Includes lock.
- ▶ **GEL-Type Battery**
 - Greenshine Battery - Maintenance-free 99% recyclable.
 - 120Ah - 200Ah seal GEL Cell batteries.
- ▶ **Smart Controller**
 - Controller - Solar Charge controller that monitors and regulates charging and discharging of batteries. Also, programable to specific operating profile for project.
- ▶ **5 Year Limited Warranty**
 - Includes 20 year warranty on solar panel. 5 and 10 Year Full Warranty available.



GREENSHINE SOLAR PANEL

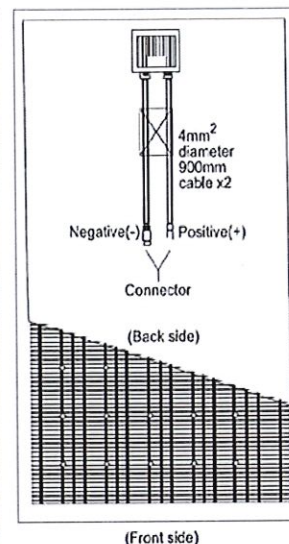
Solar Powered LED Lighting System



Greenshine

OVERVIEW

- Mono-Crystalline solar cells
- Aluminum frame with a unique design to withstand strong winds
- Highly resistant tempered glass
- Multilayer EVA encapsulation with triple layer back sheet
- 25-year power output warranty: 5 years/95%, 12 years/90%, 25 years/80%.



Rating Power	110W	180W
Product Tolerance	± 3%	± 3%
Maximum Power Voltage	17.60V	18.95V
Maximum Power Current	6.25A	9.50A
Open Circuit Voltage	21.7 V	22.74 V
Short Circuit Current	6.71 A	9.98 A
Frame	Anodized aluminum, 4mm thickness	
Dimensions	1208mm x 682mm 47.5" x 27" 10.6kg 23.4lb	1486mm x 682mm 58.5" x 27" 13kg 29.5lb
Test Temperature	25°C 77°F, 1000w/m², Air Mass 1.5	
Junction Box / Wiring	IP65 Junction box with 900mm cable with MC4 connectors	



BRIGHTA SERIES

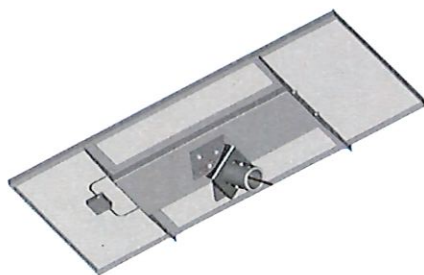
Solar Powered LED Lighting System



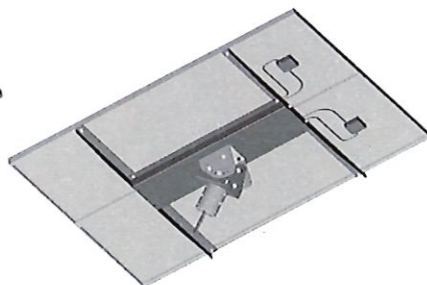
TECHNICAL

Description	Mount Dimensions (L x W)	Solar Panel	PV Dimensions (L x W)	EPA @ 45° Power Unit	System Weight	Pole Tenon
SINGLE	1208mm x 682mm 47.5" x 27"	110W	1208mm x 682mm 47.5" x 27"	0.8 sq meter	25kg 55lb	3" O.D 76mm O.D
	1486mm x 682mm 58.5" x 27"	180W	1486mm x 682mm 58.5" x 27"	1 sq meter	38kg 83lb	3" O.D 76mm O.D
DUAL	1208mm x 1400mm 47.5" x 55"	110W	1208mm x 682mm 47.5" x 27"	1.6 sq meter	27kg 60lb	3" O.D 76mm O.D
	1486mm x 1400mm 58.5" x 55"	180W	1486mm x 682mm 58.5" x 27"	2 sq meter	43kg 94lb	3" O.D 76mm O.D
QUAD	1208mm x 3000mm 47.5" x 118"	110W	1208mm x 682mm 47.5" x 27"	3.2 sq meter	54kg 120lb	3" O.D 76mm O.D
	1486mm x 3000mm 58.5" x 118"	180W	1486mm x 682mm 58.5" x 27"	4 sq meter	86kg 188lb	3" O.D 76mm O.D

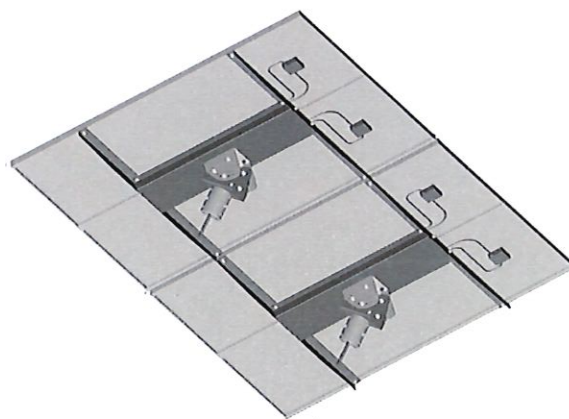
MOUNTS



SINGLE MOUNT



DUAL MOUNT

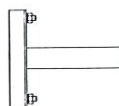


QUAD MOUNT

ARMS



Universal - 4', 6', 8'



Straight - 6", 1', 2'

GREENSHINE GEL-TYPE BATTERY

Solar Powered LED Lighting System



OVERVIEW

GEL deep cycle battery with a 12 years floating design life is especially designed for frequent cyclic discharge under extreme temperature.



GS-GEL-H120

GS-GEL-H150

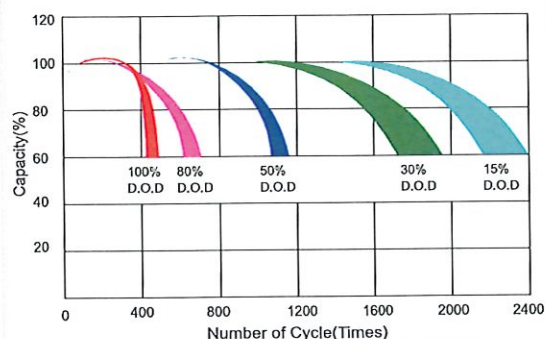
GS-GEL-H200

Cells per unit	6	6	6
Voltage per unit	12V	12V	12V
Capacity	120Ah @ 20hr-rate to 1.75V per cell @ 25°C / 77°F	150Ah @ 20hr-rate to 1.75V per cell @ 25°C / 77°F	200Ah @ 20hr-rate to 1.75V per cell @ 25°C / 77°F
Weight	38kg / 84lb	46kg / 100lb	59.2kg / 131.5lb
Dimensions L x W x H	406 x 173 x 233(mm) 16" x 7" x 9.2"	483 x 170 x 240(mm) 19" x 6.7" x 9.5"	522 x 240 x 218(mm) 20.5" x 9.44" x 8.7"
Max Discharge Current	1200A (5 Sec)	1500A (5 Sec)	2000A (5 Sec) ²
Operating Temp. range	-40°C~60°C -40°F~140°F		
Flot Charging Voltage	13.6 to 13.8 VDC / unit average at 25°C / 77°F		
Recommended max. charging current	24A	30A	40A
Self-discharge	Valve Regulated Lead Acid can be stored for more than 6 months at 25°C/77°F. Self-discharge ratio less than 3% per month at 25°C/77°F. Please charge batteries before using.		
Equalization and cycle service	14.6 to 14.8 VDC / unit average at 25°C / 77°F		
Terminal type	5ft cooper wire leads from the battery case		

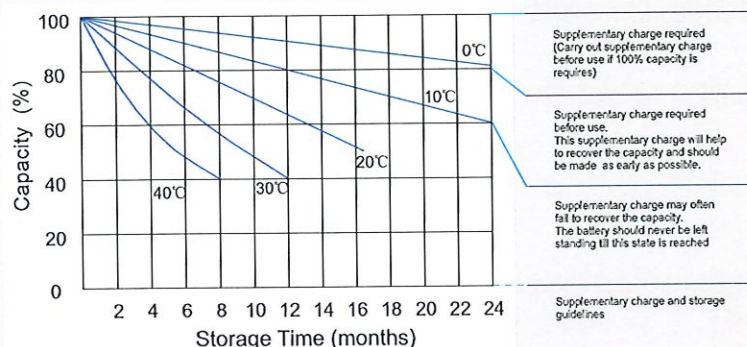
GREENSHINE GEL-TYPE BATTERY



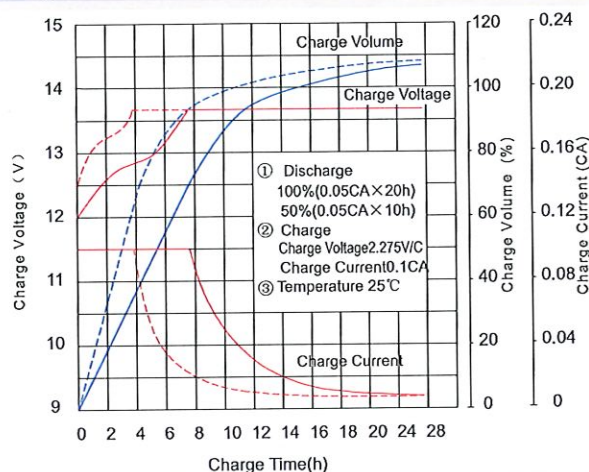
Life characteristics of cyclic use



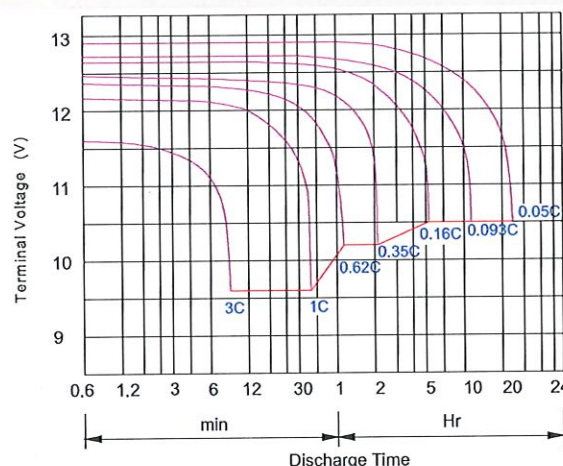
Storage characteristic



Charge characteristic curve for cyclic use



Discharge characteristic curve



Capacity Factors With Different Temperature

Battery Type		-20°C	-10°C	0°C	5°C	10°C	20°C	25°C	30°C	40°C	45°C
GEL Battery	6V&12V	50%	70%	83%	85%	90%	98%	100%	102%	104%	105%
	2V	60%	75%	85%	88%	92%	99%	100%	103%	105%	106%
AGM Battery	6V&12V	46%	66%	76%	83%	90%	98%	100%	103%	107%	109%
	2V	55%	70%	80%	85%	92%	99%	100%	104%	108%	110%

Discharge Current VS. Discharge Voltage

Final Discharge Voltage V /cell	1.75V	1.70V	1.60V
Discharge Current (A)	(A) ≤ 0.2C	0.2C < (A) < 1.0C	(A) ≥ 1.0C

Charge the batteries at least once every six months, if they are stored at 25°C.

Charging Method:

Constant Voltage	-0.2Cx2h+14.4-14.7Vx24h,Max. Current 0.2C
Constant Current	-0.2Cx2h+0.1Cx12h
Fast	-0.2Cx2h+0.2Cx6h

Bolt	M5	M6	M8
Terminal	F3 F4 F13 F18 T25 T26	F8 F11 F12-1 F15	F5 F9 F10 F12 F14 F16
Torque	6-7N-m	8-10N-m	10-12N-m

Maintenance & Cautions

Cycle service

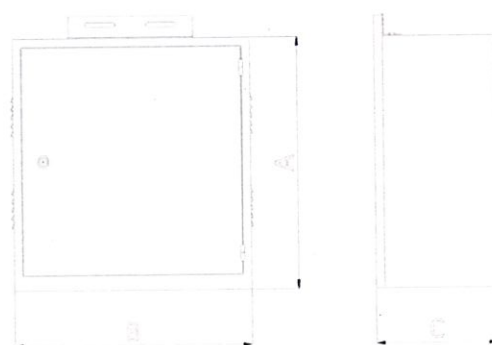
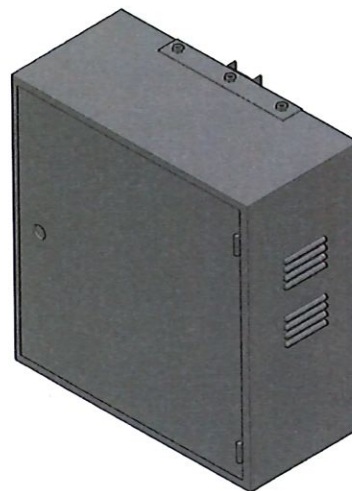
- ※ Avoid battery over discharge, especially battery series connection use.
- ※ Charged with recommend voltage, ensure battery can be full recharged.
- In general, recharge capacity should be 1.1-1.15 times discharge capacity.
- ※ Effect of temperature on cycle charge voltage: -4mV/°C/Cell.
- ※ There are a number of factors that will affect the length of cyclic service.
- The most significant are depth of discharge, ambient temperature, discharge rate, and the manner in which the battery is recharged.
- Generally speaking, the most important factors is depth of discharge.



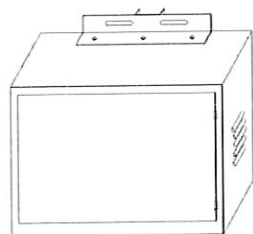
BATTERY ENCLOSURE

OVERVIEW

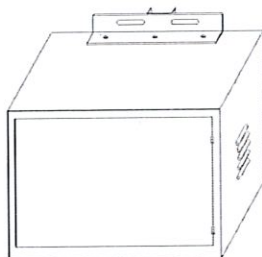
- **Housing** - Made of 201 stainless steel with powder coating finish unit that holds battery and smart controller. Vented to allow air circulation around batteries. Easy access through hinged/removable front cover to allow quick servicing or battery replacement. Maintenance-free 99% recyclable.
- **Mounting** - Mounted to Pole at low, mid or high placements.
- **Battery** - Our battery enclosures are designed to fit our 80Ah, 120Ah, 150Ah and 200Ah GEL TYPE batteries.
- **Five Year System Warranty** - Includes five year limited warranty on batteries.
- **Controller** - Mounted inside of hinged battery enclosure for ease of maintenance.
- **The Battery Box** is a stainless steel enclosure that has a lock for additional security.



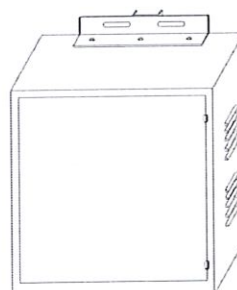
TYPE	# OF BATTERIES	DIMENSIONS: L x W x D (A x B x C)	WEIGHT	EFFECTIVE PROJECTED AREA (EPA)
1150	1 X 150AH	15.75"x22.4"x10.6" (inch) 40x57x27 (cm)	30 lb 13.6 kg	3.43 sq ft 0.319 m2
1200	1 X 200AH	15.75"x23.6"x12.2" (inch) 40x60x31 (cm)	35 lb 15.8 kg	3.61 sq ft 0.336 m2
2150	2 X 150AH	23.5"x22.4"x10.6" (inch) 60x57x27 (cm)	40 lb 18.1 kg	5.11 sq ft 0.476 m2
2200	2 X 200AH	24.4"x23.6"x12.6" (inch) 62x60x32 (cm)	45 lb 20.4 kg	5.58 sq ft 0.518 m2



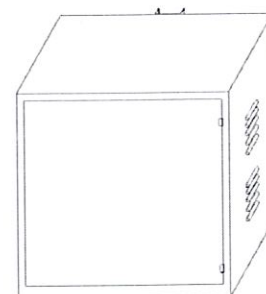
1 X 150AH



1 X 200AH



2 X 150AH



2 X 200AH

GREENSHINE CONTROLLER

Solar Powered LED Lighting System



FEATURES

- Corrosion-proof epoxy-encapsulated PCB (IP68)
- Four-stage battery charging (main, float, boost, equalization)
- Temperature compensated
- Automatic system voltage recognition (12V/24V)
- Customized by Greenshine to fit specific needs of clients
- Easy to install

SPECIFICATIONS

System Voltage

Max. charge / load current

Deep discharge protection:

Cut-off Voltage

Reconnect Level

Overvoltage Protection

Undervoltage Protection

Max. Panel Voltage

Temperature compensation

(Charge Voltage)

Ambient Temperature

Max. Altitude

Battery Type

Adjustment Range:

Evening / Morning Hours

Night / Day Detection

Wire Cross Section

Type of Protection

12V | 24 Auto Recognition

5A | 10A | 20A (Different Models)

11V - 12V | 22V - 24V

12.8V | 25.6V

15.5V | 31.0V

10.5V | 21V

$U_{BATmin} + 30V$ (if module and battery are connected with correct polarity)

-25mV | K at 12V

-50mV | K at 24V

-40°C to +60°C, -40°F to +140°F

4,000m above sea level

Lead acid (GEL, AGM, flooded)

0 - 15h | 0 - 14h

2.5V - 10V

1.5mm²/ 1.5mm²/ 2.5mm², 15 (AWG)

IP68 (1.5 m, 72 h)



GREENSHINE NEW ENERGY



5 YEAR LIMITED WARRANTY

Greenshine New Energy provides a 5 year limited warranty on its solar lighting system. Greenshine will, at its option, repair or replace any Greenshine system that is defective. Additionally, certain components within Greenshine's system have extended warranty protection against failure as defined below:

COMPONENT	WARRANTY
*Solar Panel	20 Years
Pole and Mounting Brackets	5 Years
LED Light Fixture	5 Years
Electronics (Controller, driver)	5 Years
**Battery	5 Years

* Greenshine New Energy warrants that the power output of the PV Modules will be at least 80% of the minimum Peak Power rating for 20 years, and warrants that for 20 years beginning on the Warranty Start Date, its photovoltaic modules, shall be free from defects in materials and workmanship under normal application, installation, use and service conditions.

Specific restrictions may apply due to site-specific conditions, please check quote's details for more information.

This warranty does not cover damage or malfunction, as determined by Greenshine service technicians or engineers, due to abuse, misuse, incorrect installation, or accident such as, but not limited to:

- Failure to follow storage, installation, operation, and maintenance instructions provided by Greenshine
- Vandalism, theft, lightning, flood, "Acts of God", and other problems beyond the control of Greenshine
- Unauthorized or improper repairs or adjustments including use of any replacement parts not provided by Greenshine.
- Deployed in an abnormal or inconsistent manner from Greenshine New Energy written and verbal instructions
- Greenshine New Energy liability and Purchaser's remedy under Greenshine New Energy warranty is limited to the replacement of any defective item, but under no circumstance shall exceed the purchase price of the goods. Other warranties may be available for an additional cost with additional coverage and/or labor allowance included.
- Any repair cost not approved by Greenshine New Energy will not be reimbursed.
- Purchaser is responsible for any and all costs involved to service and/or replace defective good including labor, shipping, and rental of equipment.

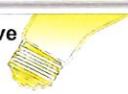
**Greenshine New Energy provides a limited warranty for battery replacement with the following prorated coverage:

- 0 to 2 years: 100% credit (user pays 0% of the replacement battery price)
- 2 to 3 years: 60% credit (user pays 40% of the replacement battery price)
- 3 to 4 years: 40% credit (user pays 60% of the replacement battery price)
- 4 to 5 years: 20% credit (user pays 80% of the replacement battery price)

Lighting Maintenance Co.

2221 Bridge View Drive
Rapid City SD 57701

(P) 605-343-1386
(F) 605-343-1836



Price Quotation

Date	Quotation #
4/21/2023	29440

Name / Address
CITY OF SUMMERSET 7055 LEISURE LANE SUMMERSET SD 57718

P.O. No.	Terms	Project
	15 DAYS	

Description	Qty	Cost	Total
PROVIDE AND INSTALL NEW SOLAR LED STREET LIGHTING			
BREAKOUT OF OLD BASES, INCLUDES REMOVAL AND DELIVERY OF OLD LIGHT POLES TO CITY YARD.	134	905.00	121,270.00
INSTALLATION OF NEW LIGHTS, DIRECT BURY POLES.	350	875.00	306,250.00
Model:BR LED Fixture Quantity:1.0 LED Fixture Model&Distribution Type-Wattage-Color Temperature:NSBP-T3-40W-4K LED Driver Current:525MA Arm Type:A4 Quantity of Battery Boxes:1.0 Battery Box-MountingHeight:1B-H Quantity of Batteries:1.0 Battery Type:200 Solar Panel Quantity:1.0 Solar Panel Wattage/Type:180W Pole Type:P26 System Color: BK Operating Profile/Charge Controller:7/40DIM, Black Color	350	4,943.40	1,730,190.00
TERMS WILL BE DISCUSSED PRIOR TO CONTRACT.			
		Subtotal	\$2,157,710.00
		Sales Tax (6.5%)	\$0.00
		Total	\$2,157,710.00



GENPRO
ENERGY SOLUTIONS

GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#2577

2/15/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$2,082,079.75

Expires: 4/15/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/15/2023	7/1/2023	Concrete Foundations	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
249	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Anchored Base-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,119.95	\$1,274,867.55
1	GES-111111 Project Installation Includes Delivery, Assembly, and Installation of 249 Solar Lights and New Concrete Foundations for 249 Solar Lights.	\$730,287.00	\$730,287.00
1	Fonroche Fonroche Fonroche Connect System	\$36,000.00	\$36,000.00

PRICES ARE GOOD FOR THIRTY DAYS (30) FROM DATE ON ESTIMATE. ALL INVOICES ARE FOB FACTORY UNLESS OTHERWISE NOTED ON LINE ITEM. TERMS ARE PER GENPRO'S STANDARD TERMS AND CONDITIONS. PRICES IN US DOLLARS. FREIGHT CHARGES TO BE ADDED AT TIME OF INVOICE UNLESS ALREADY LISTED ON LINE ITEM.

Subtotal \$2,041,154.55

Tax Total \$40,925.20
(2.041%)

Total \$2,082,079.75



2577



GenPro Energy Solutions
PO Box 30
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United States

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2/15/2023

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Name: _____

Signature of Acceptance _____



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GenPro Energy Solutions
PO Box 30
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United States

Estimate

#2577

2/15/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$1,562,220.81

Expires: 4/15/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/15/2023	7/1/2023	Direct Bury	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
249	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Direct Bury-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,219.95	\$1,299,767.55
1	GES-111111 Project Installation Includes Delivery, Assembly, and Installation of 249 Solar Lights Direct Bury 6' Depth, Packed with Gravel.	\$195,926.15	\$195,926.15
1	Fonroche Fonroche Fonroche Connect System	\$36,000.00	\$36,000.00

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Subtotal \$1,531,693.70

Tax Total \$30,527.11
(2.041%)

Total \$1,562,220.81



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GenPro Energy Solutions
PO Box 30
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United States

Estimate

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2/15/2023

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Name: _____

Signature of Acceptance _____



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GenPro Energy Solutions
PO Box 30
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United States

Estimate

#3419

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$644,582.01

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 1 North	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
75	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Anchor Base-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,119.95	\$383,996.25
1	GES-111111 Project Installation Includes 75 new concrete foundations, Installation of solar lights.	\$235,933.00	\$235,933.00
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

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Subtotal \$631,929.25

Tax Total (2.041%) \$12,652.76

Total \$644,582.01

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1 of 2



3419



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3419

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3419



GENPRO
ENERGY SOLUTIONS

GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3419

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$494,035.28

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 1 North	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
75	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Direct Bury-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,219.95	\$391,496.25
1	GES-111111 Project Installation Includes Installation of 75 Direct Bury Solar Lights. Packed with Gravel.	\$80,897.47	\$80,897.47
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

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Subtotal \$484,393.72

Tax Total \$9,641.56
(2.041%)

Total \$494,035.28

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1 of 2



3419



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3419

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3419



GenPro Energy Solutions
PO Box 30
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United States

Estimate

#3420

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$862,104.54

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 2 South East	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
101	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Anchor Base-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,119.95	\$517,114.95
1	GES-111111 Project Installation Includes 101 new concrete foundations, Installation of solar lights.	\$315,986.00	\$315,986.00
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

PRICES ARE GOOD FOR THIRTY DAYS (30) FROM DATE ON ESTIMATE. ALL INVOICES ARE FOB FACTORY UNLESS OTHERWISE NOTED ON LINE ITEM. TERMS ARE PER GENPRO'S STANDARD TERMS AND CONDITIONS. PRICES IN US DOLLARS. FREIGHT CHARGES TO BE ADDED AT TIME OF INVOICE UNLESS ALREADY LISTED ON LINE ITEM.

Subtotal \$845,100.95

Tax Total \$17,003.59
(2.041%)

Total \$862,104.54

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1 of 2



3420



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3420

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3420



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3420

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$649,359.97

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 2 South East	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
101	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Direct Bury-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,219.95	\$527,214.95
1	GES-111111 Project Installation Includes Installation of 101 Direct Bury Solar Lights. Packed With Gravel	\$97,396.70	\$97,396.70
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

PRICES ARE GOOD FOR THIRTY DAYS (30) FROM DATE ON ESTIMATE. ALL INVOICES ARE FOB FACTORY UNLESS OTHERWISE NOTED ON LINE ITEM. TERMS ARE PER GENPRO'S STANDARD TERMS AND CONDITIONS. PRICES IN US DOLLARS. FREIGHT CHARGES TO BE ADDED AT TIME OF INVOICE UNLESS ALREADY LISTED ON LINE ITEM.

Subtotal \$636,611.65

Tax Total (2.041%) \$12,748.32

Total \$649,359.97

Product Return Policy: If you are not satisfied with your GenPro purchase of a regularly stocked item, please call 1-605-341-9920 for a Return Material Authorization (RMA) request within ten (10) business days of the purchase transaction of the product. If the item is returned unopened in the original box, with all documentation, we will offer you a refund based on your original method of payment less a 25% restocking fee. The product must be returned to GenPro within ten

1 of 2



3420



GENPRO
ENERGY SOLUTIONS

GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3420

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3420



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3421

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$627,849.42

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 3 South West	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
73	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/ control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Anchor Base-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,119.95	\$373,756.35
1	GES-111111 Project Installation Includes 73 new concrete foundations, Installation of solar lights	\$229,775.00	\$229,775.00
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

PRICES ARE GOOD FOR THIRTY DAYS (30) FROM DATE ON ESTIMATE. ALL INVOICES ARE FOB FACTORY UNLESS OTHERWISE NOTED ON LINE ITEM. TERMS ARE PER GENPRO'S STANDARD TERMS AND CONDITIONS. PRICES IN US DOLLARS. FREIGHT CHARGES TO BE ADDED AT TIME OF INVOICE UNLESS ALREADY LISTED ON LINE ITEM.

Subtotal \$615,531.35

Tax Total (2.041%) \$12,318.07

Total \$627,849.42

Product Return Policy: If you are not satisfied with your GenPro purchase of a regularly stocked item, please call 1-605-341-9920 for a Return Material Authorization (RMA) request within ten (10) business days of the purchase transaction of the product. If the item is returned unopened in the original box, with all documentation, we will offer you a refund based on your original method of payment less a 25% restocking fee. The product must be returned to GenPro within ten

1 of 2



3421



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3421

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3421



GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3421

2/20/2023

Bill To

Tanner Fenenga
City of Summerset
7055 Leisure Ln
Summerset SD 57718
United States

TOTAL

\$481,197.11

Expires: 4/1/2023

Expires	Exp. Close	Title	Sales Rep	Payment Terms	Est. Lead Time
4/1/2023	7/1/2023	Solar Lights Phase 3 South West	Holsworth, Jonathan R		

Quantity	Item	Rate	Amount
73	365 Solar Lighting System - 936Wh-24V SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery SmartLight Power 365 Solar Lighting System with 936Wh-24V NiMH Battery , special extreme temperature (from -40°C to +70°C), 260W solar module with Top of Pole assembly and Intelligent management/control system. Single RFS 35W16LED-24V for SmartLight Fixture 4K Color Temp.- Type TR2M - . System color is black. High wind and enhanced marine coating. 20Ft. Pole-Black. Pole-Direct Bury-1-6FT Arm-BK Fixture Color - BK 45 Degrees Tilt 100% =28 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @50% T-AM: 1 hrs. @100% 5 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions	\$5,219.95	\$381,056.35
1	GES-111111 Project Installation Includes Installation of 73 Direct Bury Solar Lights. Packed with gravel.	\$78,755.99	\$78,755.99
1	Fonroche Fonroche Fonroche Connect System	\$12,000.00	\$12,000.00

PRICES ARE GOOD FOR THIRTY DAYS (30) FROM DATE ON ESTIMATE. ALL INVOICES ARE FOB FACTORY UNLESS OTHERWISE NOTED ON LINE ITEM. TERMS ARE PER GENPRO'S STANDARD TERMS AND CONDITIONS. PRICES IN US DOLLARS. FREIGHT CHARGES TO BE ADDED AT TIME OF INVOICE UNLESS ALREADY LISTED ON LINE ITEM.

Subtotal \$471,812.34

Tax Total \$9,384.77
(2.041%)

Total \$481,197.11

Product Return Policy: If you are not satisfied with your GenPro purchase of a regularly stocked item, please call 1-605-341-9920 for a Return Material Authorization (RMA) request within ten (10) business days of the purchase transaction of the product. If the item is returned unopened in the original box, with all documentation, we will offer you a refund based on your original method of payment less a 25% restocking fee. The product must be returned to GenPro within ten

1 of 2



3421



GENPRO
ENERGY SOLUTIONS

GenPro Energy Solutions
PO Box 30
Piedmont SD 57769
United States

Estimate

#3421

2/20/2023

business days of the issuance of the RMA. Buyers are responsible for all return shipping charges incurred. Please note that GenPro does not permit the return of or offer refunds for the following products: 1) Electronic Components such as PCB boards, charge controllers etc 2) Opened Fluids (oil, coolants or hydraulic).

Name: _____

Signature of Acceptance _____



3421

Ordinance 2023-06

**AN ORDINANCE AMENDING ORDINANCE TITLE IX GENERAL REGULATIONS,
CHAPTER 91- ANIMALS, SUBSECTION 91.024 -KENNELS.**

§ 91.024 KENNELS.

(A) License required. Any person owning, possession, keeping, or desiring to keep or maintain with the city a kennel composed of four or more animals of any one species shall obtain from the city a license therefor before such kennel may be kept or maintained. For purpose of this provision, anyone keeping four or more of any animal species shall be deemed to operate a kennel and shall comply with specifically all provisions of this chapter relating to and in addition to all requirements of this section.

(B) License fee for kennel. License or animal renewal inspection fee shall be \$25 per year. The Animal Control Officer shall do annual inspection and renewals.

(C) License maintained. Every person desiring to obtain a kennel license provided for herein shall make application on a form by the city. Along with the application, the applicant shall also provide to the city the written consent of the majority of the persons of full age residing within 400 feet of the exterior boundaries of the premises where such kennel is proposed to be located and kept. The city's designee shall make a site inspection and submit in writing the site inspection report, application, and written consent to the Board of Commissioners. The report shall state the name and place where such kennel is to be located and the size of the kennel proposed to be kept. Then, upon payment of the license fee as herein provided and upon the approval of the Board of Commissioners, the license shall be issued. The approval of Board of Commissioners shall be conditional upon compliance with all applicable zoning laws, all provisions of this chapter relating to the keeping of animals generally, and all other properly promulgated rules and regulations of the state and the city relating to the keeping of animals.

(Ord. 33, passed 7-8-2010)

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____-2023 at the total approximate cost of \$_____.

Ordinance 2023-07

**AN ORDINANCE AMENDING ORDINANCE TITLE IX GENERAL REGULATIONS,
CHAPTER 91- ANIMALS, SUBSECTION 91.007 -DANGEROUS ANIMALS**

§ 91.007 DANGEROUS ANIMALS.

(A) It shall be unlawful for any person to allow or maintain, run at large, or display in a crowded area within the city any animal of a venomous, vicious, ferocious, or dangerous habit, nature, or disposition. Any such found running at large within the city may be impounded or disposed of by the Animal Control Officer. All persons or organizations authorized by the city are excluded from this provision.

(B) An animal may be declared to be a vicious animal by the Police Chief under the following:

(1) An animal which, in a vicious or terrorizing manner, approaches in apparent attitude of attack, or bites, inflicts injury, assaults, or otherwise attacks a person or other animal upon any public ground or place;

(2) An animal which on private property in a vicious or terrifying manner approaches in apparent attitude of attack, or bites, inflicts injury, or otherwise attacks a person or other animal who is on private property by reason of permission of the owner or occupant of such property or who is on private property by reason of course of dealing with the owner or occupant of such property; or

(3) Any animal of a known propensity, tendency, or otherwise threaten the safety of human beings or animals.

(4) No animal may be declared vicious if the injury or damage is sustained to any person or animal who was tormenting, abusing, or assaulting the animal or who was trespassing on the property by committing or attempting to commit a crime.

(5) When the Police Chief declares an animal to be vicious, the officer shall notify the owner of such declaration in writing that such animal must be registered as a vicious animal. Said notice shall be served either in person or by mailing such notice by certified mail.

(C) The owner of an animal that has been declared vicious shall make application to Police Chief to register said vicious animal and shall comply with the following:

(1) Annually renew a vicious animal application at a fee of \$75.

(2) Maintain \$250,000 in liability insurance;

(3) The owner of the animal shall notify the Police Department of any changes in the following:

(a) Ownership of the animal;

(b) Name, address, and telephone number of a new owner;

(c) Address change of the owner or any change in where the animal is housed;

(d) Any change in the health status of the animal or death of the animal.

(4) If the animal is outdoors and attended, the animal shall be muzzled, on a leash no longer than four feet, and under the control of a person over the age of 18 years of age; and

(5) If the animal is outdoors and unattended, the animal must be locked in an escape-proof kennel approved by the city with the following conditions.

(a) Fencing material shall not have openings with a diameter of more than two inches.

(b) Any gates within such pen or structure shall be lockable and such design to prevent the entry of children or escape of the animal.

(c) The pen or structure shall have secure sides and top. If the pen or structure has no bottom secured to the sides, the sides shall be embedded in the ground or concrete.

(d) The pen or structure shall protect the animal from the elements.

(e) The pen or structure may be required to have a double exterior wall to prevent the insertion of fingers or other objects.

(f) A universal sign denoting a vicious animal shall be displayed on the pen or structure visible from the sidewalk/street.

(g) The kennel or structure shall be inspected annually by the Police Department. A fee of \$50 for the inspection will be responsibility of the owner.

(h) The owner of the animal shall present proof to the Police Department that the animal has been altered to prevent reproduction.

(I) The vicious animal shall be impounded at the owner's expense until such time as the provisions of this chapter are complied with.

Penalty, see § 91.999

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023-08

**AN ORDINANCE AMENDING ORDINANCE TITLE IX GENERAL REGULATIONS,
CHAPTER 92- HEALTH AND SANITATION; NUISANCES, SUBSECTION 92.019 -NOTICE OF
REVIEW**

§ 92.019 NOTICE OF REVIEW.

(A) Any person who disagrees with the determination of a violation by the Code Enforcement Coordinator or Code Enforcement Officer and/or agent shall have the right to have the Public Safety Commissioner review the decision.

(B) The process shall be as follows.

(1) An aggrieved person shall first file a written request for review with the Code Enforcement Coordinator setting forth the basis for which he or she believes the decision that a violation exists to be in error. The writing shall also include the person's name and mailing address.

(2) Upon receipt of the written request for review, the Code Enforcement Coordinator shall notify the Public Safety Commissioner.

(3) The Public Safety Commissioner shall have 30 days to review the case and give his or her decision in writing to the landowner.

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023-09

**AN ORDINANCE AMENDING ORDINANCE TITLE IX GENERAL REGULATIONS,
CHAPTER 92- HEALTH AND SANITATION; NUISANCES, SUBSECTION 92.037 – NOTICE
TO CUT VEGETATION**

§ 92.037 NOTICE TO CUT VEGETATION.

(A) The Code Enforcement Officer, at any time during the growing season, shall notify landowners in writing by certified mail or in person with a return of service. Upon service, the landowner shall have ten days in which to remove the violation, unless the city determines that a shorter period of time is necessary, in which case the notice shall so state.

(B) This notice shall, in addition, inform the landowner that she or he is required to keep all vegetation cut and in compliance with the city's ordinances throughout the growing season.

(C) After receiving the initial notice to cut any grass, overhanging limbs, weeds, trees, and the like, then landowner shall be required to abate any similar nuisance within five days of written notification. Nothing in this subchapter shall be construed as requiring the city to give subsequent notices and the city may proceed to abate similar nuisances without giving subsequent notices if cleaned appropriate in its discretion.

(D) Notices shall include the following information:

- (1) Landowner's name and address;
- (2) Address of property in violation;
- (3) Legal description of property;
- (4) Ordinance section violated;
- (5) Requirements of the ordinance; and
- (6) Required completion date.

(E) The landowner may appeal the case in writing to the Finance Officer within the time frame set for removal of the nuisance. If the landowner fails to make a written appeal within this time frame, the nuisance may be abated as stated in § 92.038.

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmilller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023-10

**AN ORDINANCE AMENDING ORDINANCE TITLE IX, GENERAL REGULATIONS,
CHAPTER 91, ANIMALS, SUBSECTION 91.999 - PENALTY**

§ 91.999 PENALTY.

(A) Any violation of the provisions of this chapter is a Class II misdemeanor and is subject to the maximum punishment set forth by the laws of the state pursuant to SDCL § 22-6-2. Citations and fines will be issued in accordance with the General Penalty provision at Ordinance Section 10.99 or as established by Resolution of the Board of Commissioners. Said punishment may also include payment of any costs and/or restitution authorized by this chapter and/or state law.

(B) (1) In addition to the remedies provided in this chapter, any person violating any provision of this chapter shall be subject to the general penalty provision as set forth in division (A) above unless otherwise specifically provided, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(2) Any citation for an ordinance issued by the city pursuant to the terms of the city's ordinances may be appealed to the Board of Commissioners in writing and within 15 days of the issuance of the citation. Such written notice of appeal shall be submitted to the city's Finance Office. All appeals shall be heard and decided by the Board of Commissioners.

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmillar:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023 – 11

AN ORDINANCE AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 93,
INOPERABLE, ABANDONED VEHICLES, SUBSECTION 93.01 - DEFINITIONS

§ 93.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED MOTOR VEHICLE. Any motor vehicle as deemed hereinafter which is left unattended on any public street, alley, other public right of way, place, or parking lot within the municipality for a longer period than five (5) consecutive days without notifying local law enforcement and making arrangements for the parking of such motor vehicle.

JUNKED MOTOR VEHICLE. Any car bodies, wrecked cars, abandoned and unusable cars, car bodies, or equipment of any type, except in authorized junk vehicles.

MOTOR VEHICLE. Any vehicle which is self-propelled and designed to travel along the ground and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, go-carts, golf-carts, campers, trailers, construction equipment, and agricultural equipment.

PERSON. Any person, firm, partnership, association, corporation, company, or organization of any kind.

PRIVATE PROPERTY. Any real property within the municipality which is privately owned and which is not public property as defined herein.

PUBLIC PROPERTY. Any street, alley, or highway, or boulevard which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and also means any other publicly owned property or facility.

REMOVAL AGENCY. Any public body, private, or nonprofit organization authorized by the municipality to remove and salvage abandoned or inoperable motor vehicles.

VEHICLE. Any conveyance which is designed to travel along the ground, in the air, or in the water, either powered or non-powered, and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor scooters, trucks, tractors, pull trailers, go-carts, golf carts, boats, campers, trailers, construction equipment, and agricultural equipment.

(Prior Code, § 91.01)

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$ _____.

Ordinance 2023-12

AN ORDINANCE AMENDING ORDINANCE TITLE I, CHAPTER 10, GENERAL PROVISIONS, CHAPTER 10, SUBSECTION 10.99 – GENERAL PENALTY

§ 10.99 GENERAL PENALTY.

Municipalities are authorized to provide for the punishment of each violation of an ordinance, resolution, or regulation with a fine not to exceed \$500 or by imprisonment not exceeding 30 days or by both such fine and imprisonment. In issuing citations and fines for various offenses, the City adopts the Fourth Judicial Circuit Court Fine and Bond Schedule for use by Magistrate Courts. The Board of Commissioners may set fines for offenses not included on the Fourth Judicial Circuit Court Fine Schedule by Resolution.

Cross-reference:

Administrative penalties, see §§ [10.28](#) and [10.30](#)

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmilller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023-13

**AN ORDINANCE AMENDING TITLE IX, GENERAL REGULATIONS, CHAPTER 93,
INOPERABLE ABANDONED VEHICLES, SUBSECTION 93.02 – STORING,
PARKING, OR LEAVING VEHICLES AS A NUISANCE**

§ 93.02 STORING, PARKING, OR LEAVING VEHICLES AS A NUISANCE.

(A) The presence of an unlicensed, abandoned, discarded, wrecked, burned, dismantled, inoperable, junked, or partially dismantled vehicle or parts thereof on private or public property is hereby declared a nuisance, which may be abated as such in accordance with the provisions of this chapter.

(B) It is unlawful to keep or place any of such vehicles or vehicle parts:

(1) Upon public streets or property except on an emergency basis; or

(2) Upon private property of any person owning, in charge of, or in control of any real property in the municipality, whether as an owner, tenant, occupant, lessee, or otherwise, for longer than 14 days unless it is within a carport or fully enclosed building or structure. A tarpaulin, tent, or other similar temporary structure shall not be deemed to satisfy the requirements of this section.

(C) In no event shall an inoperable vehicle that constitutes an imminent health, safety, or fire hazard be kept located on any premises.

(D) The City may issue fines for a violation of this Chapter in accordance with the General Penalty provision at section 10.99 of these Ordinances.

(Prior Code, § 91.02) Penalty, see § [10.99](#)

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$_____.

Ordinance 2023 – 15

AN ORDINANCE AMENDING TITLE VII, TRAFFIC CODE, CHAPTER 71 TRAFFIC REGULATIONS, SUBSECTION 71.999 - PENALTY

§ 71.999 PENALTY.

(A) Any violation of the provisions of this chapter is a Class II misdemeanor punishable by the maximum punishment set forth by the laws of the state pursuant of SDCL § 22-6-2. Fines for violations of the provisions of this chapter will be issued by the City in accordance with the General Penalty provision at section 10.99 of these Ordinances. Said punishment may also include payment of any costs and/or restitution authorized by this chapter and/or state law.

(B) A person convicted of violating § [71.081](#) shall be punished by a mandatory fine of not less than \$100. The Police Department is hereby authorized to remove any vehicle at the expense of the owner of the vehicle from stall or a space designated for physically handicapped persons, if the vehicle is parked in violation of the above provisions.

(C) (1) In addition to the cost of removal and/or storage and assessment of any charges related thereto, any person who violates this chapter, except in the event where the violation involves parking a vehicle in a stall or space designated for physically handicapped persons, shall, within 72 hours from the time when the notice of violation was attached to the vehicle, pay to the city the sum of \$10. If any person fails to pay sum within 72 hours, he or she shall pay to the city the sum of \$20.

(2) Any person who parks a vehicle in a stall or space designated for physically handicapped persons as prohibited by the chapter shall, within 72 hours from the time when the notice of violation was attached to the vehicle, pay to the city the sum \$100. If any person fails to pay the sum within 72 hours, he or she shall pay to city the sum of \$110.

(Ord. 22, passed 7-8-2010)

Passed and adopted this _____ day of July 2023.

Melanie Torno, Mayor

ATTEST:

Stephany Baumeister, Finance Officer

VOTE:

Torno:

Kitzmiller:

Butler:

Hirsch:

Reade:

First Reading: July 6th, 2023

Second Reading: July 20th, 2023

Adoption:

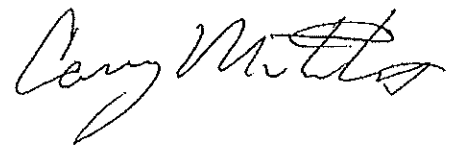
Publication:

Effective:

Published once _____ 2023 at the total approximate cost of \$ _____.

Chief Nasser,

I, Casey Montileaux, want to thank The City of Summerset for the amazing experience and opportunity to serve the community. Unfortunately, my time as a law enforcement officer has come to an end. Chief Nasser has been a great mentor to me as well as all the former and current officers. I will miss serving the community and the camaraderie at the Summerset Police Department. My last day is going to be on July 21st, 2023. My best wishes to everyone at the City of Summerset.

A handwritten signature in black ink, reading "Casey Montileaux". The signature is written in a cursive, flowing style with a large initial 'C' and 'M'.

REQUEST FOR PROPOSALS (RFP)

Sealed proposals for REAL ESTATE BROKER SERVICES for the City of Summerset will be received by the City Auditor's Office, 7055 Leisure Lane, Summerset, South Dakota 57718 until _____, 2023, at 5:00 p.m.

Any questions regarding the Request for Proposals should be directed to City Administrator or emailed to: lschieffer@summerset.us. All interested firms or individuals are invited to submit a proposal in accordance with the terms and conditions stated in this Request for Proposals.

City of Summerset

Submittal Signature for:

REAL ESTATE BROKER SERVICES

The firm submitting this proposal is required to submit those items listed in the RFP in full as a part of the package.

Failure to submit any of the documents listed below with your proposal, or failure to acknowledge any addendum, or submitting your proposal with any limitations, condition or provision not requested, may be cause for rejection of your proposal. By signing the form below, the authorized representative affirms that the information contained in this document is true and accurate, and that the firm indicated below is capable of providing services as described in their response to this RFP.

Company: _____

Telephone Number: _____

Authorized Representative: _____

Title: _____

Authorized Signature: _____

Date: _____

GENERAL SPECIFICATIONS FOR REAL ESTATE BROKER SERVICES

Summerset is seeking proposals from local real estate brokers/firms to sell certain real property owned by the City and that the City has recently decided to surplus pursuant to applicable statutes and ordinances. Specifically, SDCL 6-13-5.2 authorizes municipalities to engage the services of a licensed real estate broker to list surplus property for sale, the description of which properties are attached hereto. It is the intent of this RFP to have the successful broker/firm enter into a Professional Services Contract with the City to supply real estate services as outlined herein relating to the described real estate.

A. SCOPE OF SERVICES

The successful firm or individual shall agree to contract with the City to provide the following:

1. Perform a market analysis and/or other research to determine an appropriate listing price for the attached properties. The subject property has been "appraised" pursuant to SDCL 6-13-2.
2. Providing the City with activity reports concerning the listing(s).
3. Provide Broker's Opinions for all attached properties
4. Provide Marketing materials for the properties to be listed
5. Negotiating with buyers on behalf of the City
6. Coordinating real estate appraisals if necessary
7. Coordinating real estate transaction closings
8. Handling all other customary activities and services associated with real estate transactions

Services will include consultation with City staff relating to reporting efforts/strategies to market the real estate. Presentations at public meetings will be required.

B. BROKER'S QUALIFICATIONS – Respondents to this RFP shall have the following qualifications:

1. Must be licensed and in good standing with the State of South Dakota.
2. Must have an excellent reputation in the real estate community.
3. Must be knowledgeable in the local real estate market and have experience with selling similar property.
4. Must be knowledgeable in the use of all public real estate records.
5. Work with other local municipalities is recommended although not required.

C. INSURANCE REQUIREMENTS – For proposal purposes, proposers must submit copies of certificates of insurance for professional liability. The successful contractor must provide original certificates prior to commencing services.

D. FEE SCHEDULE – The proposed fee schedule shall include the following items:

1. State your proposed commission rate for the selling of the attached properties.
2. State any other costs the City may anticipate relating to the real estate services to be provided.

E. TERM OF CONTRACT – The contract period for the successful broker/firm will be from date of award through the closing(s) on the sale(s) of the attached property unless terminated by either party in accordance with the terms of the listing agreement. Please provide with this RFP a copy of your proposed real estate listing agreement. The contract will include a negotiated commission rate agreed to in writing by both the broker/firm and the City of Summerset.

F. EVALUATION AND AWARD PROCESS – Issuance of this RFP and receipt of proposals does not commit the City to any course of action. The City reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

G. ORAL PRESENTATION/INTERVIEWS – Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City Board of Commissioners. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted. Interviews are optional and may or may not be conducted.

H. SELECTION CRITERIA – Selection of a broker/firm will be made based on the following criteria:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP,
2. Experience, qualifications and references,
3. Knowledge of local real estate market,
4. Local reputation,
5. Fee/Commission Schedule,
6. Completeness of response to RFP as outlined in this solicitation, and
7. Experience with working with municipalities.

I. RFP SUBMITTAL REQUIREMENTS – By submitting a proposal, you represent that you have (1) thoroughly examined and became familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City's objectives.

The following information must accompany your proposal:

- A. List years in business, previous names of the firm, if any.
- B. Description of your firm including size of firm, location, number and nature of the professional staff; staff experience and training, including a brief resume for each key person listed.
- C. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.

- D. Experience in assisting similar size entities, including any and all services for government agencies.
- E. List of at least three (3) references where and when you or your firm provided similar services. Please provide names and telephone numbers of contact persons for each reference.
- F. Additional services offered through your firm.
- G. Listing of current litigation, outstanding judgments and liens, if any.
- H. Fee schedule:
 - 1. State your proposed commission rate for listing and selling the properties.
 - 2. State any other costs the City may anticipate relating to the real estate services to be provided.

To (Owner):	City of Somerset	Application Period:	12/14/2022 to 5/26/2023	Application Date:	5/26/2022
Project:	Infinity Drive Roadway Improvements	From (Contractor)	Simon	Via (Engineer)	HDR Engineering
Owner's Contract No.:	2022-03	Contract:		Contractor's Project No.:	10346858

APPLICATION FOR PAYMENT


Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CCO #1	\$ 81,545.56	
TOTALS	\$ 81,545.56	0
NET CHANGE BY CHANGE ORDERS		\$ 81,545.56

- | | | | |
|----|---|----|------------|
| 1. | ORIGINAL CONTRACT PRICE | \$ | 243,276.00 |
| 2. | Net change by Change Orders | \$ | 81,545.56 |
| 3. | CURRENT CONTRACT PRICE (Line 1 ± 2) | \$ | 324,821.56 |
| 4. | TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) | \$ | 224,416.00 |
| 5. | RETAINAGE: | | |
| a. | 10 % x \$ 224,416.00 Work Completed | \$ | 22,441.60 |
| b. | % x \$ _____ Stored Material | \$ | - |
| c. | Total Retainage (Line 5a + Line 5b) | \$ | 22,441.60 |
| 6. | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | \$ | 201,974.40 |
| 7. | LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | 77,327.32 |
| 8. | AMOUNT DUE THIS APPLICATION | \$ | 124,647.09 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE | \$ | 163,642.57 |
| | (Column G on Progress Estimate + Line 5 above) | | |

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$	124,647.09	
(Line 8 or other - attach explanation of other amount)			
is recommended by:			07/06/2023 (Date)
Payment of:	\$	124,647.09	
(Line 8 or other - attach explanation of other amount)			
is approved by:			(Date)
Approved by:			(Date)
			Funding Agency (if applicable)

