BOARD OF COMMISSIONERS AGENDA
MONDAY, MAY 6, 2024
5:30 PM - COMMISSION ROOM – 116 W CENTER ST

Please join the Zoom meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/89027702103 | Meeting ID: 890 2770 2103
You can also dial in using your phone.
+1 312-626-6799

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPT AGENDA

ACKNOWLEDGEMENTS

1) Recognize Jeremiah Corbin for years of service on Madison City Commission

OATH OF OFFICE - SARAH CRONIN & KELLY DYBDAHL

CONSENT CALENDAR

2) Minutes – April 15, 2024
3) Bills for Approval – May 8, 2024
4) Bills for Ratification – April 24 - May 1, 2024
5) Payroll Bills for Ratification – April 12 - 26, 2024
6) Personnel
7) Set Bid Date - Bid No. 941 - Construction of Trojan Village Electric Distribution
8) Set Bid Date - Bid No. 956 -Fire Department Generator - May 23, 2024
9) Authorize Mayor to Approve and Sign SDDOT Jet Fuel Reimbursement Agreement
10) 2024-2025 Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewals

UNFINISHED BUSINESS

NEW BUSINESS

11) Resolution 2024-12 - Power and Duties of Mayor and Commissioners
12) Resolution 2024-13 - Amend 2024 Employee Compensation Resolution
13) Approve Agreement with Teamsters Local Union No. 120
14) Award Bid - Lakeview Industrial Park Improvements - EDA Award No. ED23DEN0G0040
15) Award Bid - 2024 Multi-Community Asphalt Surface Treatment - Asphalt Surface Technologies Corp.
16) Approve Advertisement for Bid - 115 KV Circuit Switcher and 115 KV Circuit Breaker Green & Southeast Substations
17) Approve Heartland Energy Integrated Resource Plan
18) May Project Updates

PUBLIC COMMENT

ANNOUNCEMENTS

19) Next Regular Commission Meeting – Monday, May 20, 2024

ADJOURN

Anyone wishing to speak to an item on the agenda must be acknowledged by the chair and come to the podium to address the Mayor and City Commission. Addressing other audience members will not be permitted.

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042

April 15, 2024
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 15th day of April with the following members present upon roll call: Commissioners Kelly Dybdahl, Jeremiah Corbin, Jerae Wire and Adam Shaw. Mayor Lindsay was absent.

Motion by Commissioner Corbin, seconded by Commissioner Dybdahl to adopt the April 15, 2024 agenda. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to approve the following items on the consent calendar: Minutes – April 1, 2024; Bills for Approval – April 17, 2024; Bills for Ratification – April 4-10, 2024; Payroll Bills for Ratification – March 29, 2024; Personnel; Appoint board positions: Jacob DeBoer, Donna Fawbush, and John Groce to Planning Commission (5-year terms), Kerry Barlow to Planning Commission (alternate position); Approve Application for Property Tax Abatement 2024-08; Set Bid Date – 2010 25KW Generac Generator Surplus Sale; Set Bid Date – 2001 Ford F150 Pickup 4X4 Surplus Sale; Set Bid Date – Multi-Community Asphalt Surface Treatment – April 30, 2024; Adopt Resolution No. 2024-11 – Approve a Plat – Lots 1A thru 10A in Block 1, Trojan Village Addition to the City of Madison, Lake County, South Dakota.

Bills for Approval – April 17, 2024
APPEARA Mat Rentals $121.49, BANNER ASSOCIATES INC Projects $119,061.43, BORDER STATES ELECTRIC SUPPLY Phase Label $509.65, BROWN/ROY CDL Renewal Reimbursement $33.00, BUTLER MACHINERY CO Inspection/Repairs $16,256.24, CARDIO PARTNERS INC AED Units $2,980.52, CENTURYLINK QC Phone Bill $90.58, CITY OF BROOKINGS March Gate Fees $3,842.46, COLUMN SOFTWARE PBC Publications $372.57, CONTINENTAL RESEARCH CORP Cleaner $1,365.17, DAKOTA PLAYGROUND INC Bubble $1,560.00, DENNE/OAKLEY Meal Reimbursement $11.23, ETTERMAN ENTERPRISES INC Hardware $279.62, F & M COOP OIL CO Propane $41.40, FEDEX Shipping $18.07, FIRST PREMIER BANK Interest Payments $10,423.73, GRAHAM TIRE COMPANY Tires $976.26, HANCO CORPORATION Mower Tires $366.92, JOURNEY GROUP COMPANIES City Admin Bldg $882,831.15, KRUG PRODUCTS INC Parts $40.04, LEWIS DRUGS INC Candy $32.27, LUECK/KILEEY Meals – SOR Conference $114.00, MAC QUEEN EQUIPMENT5 LLC DBA MAC QUEEN EMERGENCY MFD Uniforms $27,065.00, MADISON ACE HARDWARE Field Chalk/Hardware/Parts $1,362.84, MIDCONTINENT COMMUNICATIONS Internet FB&T Sportsplex $148.39, MIDWEST TURF IRRIGATION Mower Parts $573.53, NORTHWESTERN ENERGY Utilities $2,006.41, O REILLY AUTOMOTIVE INC Parts $138.88, OFFICE PEEPS INC Paper/Labels $130.50, PORTA PROS INC DBA A-1 PORTABLE TOILETS Toilet Rental – Memorial Park $175.00, PS GARAGE DOORS BB/Shed Doors $5,485.00, QUALITY TELECOMMUNICATIONS CO City Hall Security $44, 220.50, RUNNINGS SUPPLY INC Fencing Supplies $410.82, SD ONE CALL Services $103.95, STAN HOUSTON EQUIPMENT Trench Box/Shoring $19,567.33, STUART IRBY TOOL CO Protective Cap w/Drain Tail $708.00, STURDEVANTS MADISON INC Filters/Fittings $644.32, SUTTEN/SKYLER Meal Reimbursement $14.00, TALK THE TEE Decals $42.00, TIMMER SUPPLY CO Aerator $7.17, VALIANT LIVING INC Contracted Expenses $8,853.67, WESCO DISTRIBUTION Primary Wire $197,981.62.

Bills for Ratification – April 4-10, 2024
AAA COLLECTIONS INC Collection Services March $144.01, ACTION BATTERY WHOLESALERS INC Hindle Aux Board $360.03, ALPHA MEDIA USA LLC Advertising $384.00; AMAZON CAPITAL SERVICES INC Camera/Games/Purifier $2,911.24, APPEARA Mat Rentals $59.83, AT & T MOBILITY Phone Service $598.34, AVERA HEART HOSPITAL OF SOUTH DAKOTA Employee/Spouse Cardiac Screenings $975.00, BAKER & TAYLOR Books $114.66, BORNS GROUP INC Printing & Postage $1,526.82, BRECK/HATTIE Classes at Community Center $43.00, CARQUEST OF MADISON Chainsaw Gas $60.00, CENTURY BUSINESS PRODUCTS INC Copier Contract $236.97, CHAMBERLAIN OIL CO Brake Cleaner $35.08, CHRISTIANSEN COMPLETE WATER Water Delivery/Cooler Rental $29.00, CIVIC PLUS LLC CivicEngage Central Training $150.00, CIVIL AIR PATROL MAGAZINE Column Inch $105.00, CLASSIC CONVENIENCE INC Fuel $649.78, COLES PETROLEUM INC Av Gas $7,323.60, CORE & MAIN GP LLC Meters $5,330.12, CRAIGS WELDING SERVICE Repair Aluminum Benches $400.00, DAHL/KESTER Part-time Animal Control $400.00, DAKOTA STATE UNIVERSITY Printing/Utilities $15,891.82, DUTTON-LAINSON COMPANY

Itron $9,984.24, ELITE CARD PAYMENT CENTER Purchases through 3/18/24 $10,448.79, ETTERMAN ENTERPRISES INC Retaining Ring $131.81, F & M COOP OIL CO Fuel $613.82, FOX PROMO LLC Service Plaque/T-Shirts $410.15, GALE CENGAGE LEARNING Books $231.07, GALES-LOYD/KATHERINE Mileage $74.37, GRAHAM TIRE COMPANY Tires $1,214.15, GRAYBAR ELECTRIC CO INC Cable Clean $77.04, HAWKINS INC Chemicals $4,325.00, I STATE TRUCK CENTER Belt Tensioner, Pulley $328.77, INGRAM CO Books $542.82, J H LARSON ELECTRICAL CO Pull Boxes $14,233.50, KINGBROOK RURAL WATER SYSTEM INC Water Charges $38.00, KRUG PRODUCTS INC Parts $44.76, LACAL EQUIPMENT INC Broom $1,397.06, LAKE AREA IMPROVEMENT CORP Purchase of FB&T Sportsplex $70,672.41, LAKE COUNTY REGISTER OF DEEDS Utility Easement $30.00, LEWIS & CLARK REGTIONAL WATER SYSTEM March Fees $270.00, MADISON ACE HARDWARE Painting Supplies/Oil/Hardware $260.05, MADISON GROCERY STORE ASP Groceries $208.23, MICROMARKETING LLC Books $385.67, MPOWER TECHNOLOGIES INC Electric Map Work $610.50, NIELSEN/SEAN Meal Reimbursements $70.00, NORTHERN TRUCK EQUIPMENT CORP Vibr #36A $748.44, O REILLY AUTOMOTIVE INC Winch Plug $63.76, OFFICE PEEPS Trash Bags/Toner $177.21, ONE STOP Fuel $104.75, OPEN ACCESS TECHNOLOGY INT'L AMI $8,755.00, PASQ Strategic Planning/Consulting $1,942.50, PATCH/CHAD Meal Reimbursement $6.00, RASMUSSEN/AUTUMN Classes at Community Center $224.00, ROWMAN & LITTLEFIELD Books $120.48, RUNNING SUPPLY INC Animal Shelter Supplies/Jacks/Candy $629.92, SHPIGLER CONSULTING INC Consulting Support $6,000.00, SIOUX VALLEY ENERGY Utilities $135.00, SITEONE LAQNDSCAPE SUPPLY LLC Irrigation Parts $268.21, STREICHERS INC Uniforms $2,820.00, STURDEVANTS MADISON INC Parts/Oil $227.73, TIMMER SUPPLY CO Parts $74.25, TRANSLATELIVE ILA Pro Unlimited $2,499.00, TWO WAY SOLUTIONS INC Replacement Light $109.49, VERIZON WIRELESS ASP Phone $117.03, WEIST/SHERRY Classes at Community Center $525.52, WESTERN BRANCH MARTIAL ARTS Tang Soo Do Classes $350.00, WHEALY/MARK Spin Classes $146.00.

Payroll Bills for Ratification – March 29, 2024
IRS-EFTPS, $49,878.23, OFFICE-CHILD SUPPORT ENFORCE, $835.38, SD RETIREMENT SYSTEM, $25,913.68, SD RETIREMENT SYSTEM, $8,171.96.

Personnel
Aldridge, Daniel $13.17, CC & MAC Lifeguard; Oines, Kylee $13.17, CC & MAC Lifeguard; Heilman, Bernie $15.50, Park Maintenance II; Johnson, Ronald $15.50, Park Maintenance II; Mathison, Scott $18.50, Park Maintenance II; Kahler, Gregory $16.00, Park Maintenance II; Wollmann, Mathew $28.72, Police Officer; Sahr, Calista $13.17, CC & MAC Lifeguard; Wolf, Lily $14.04, Library Assistant I, Srinadha Reddy, Emani, Service Desk.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Approve First Reading of Ordinance No. 1667 – Revising Ordinances Related to Excavations. Motion carried unanimously. This revises existing code related to when contractors need to cut into public right of way, such as requiring a state licensed installer for all work on service lines and mains. The revised ordinance also clarifies seasonal limitations.

Motion by Commissioner Corbin, seconded by Commissioner Wire to reject all bids for Bid No. 951 – Fire Department Generator. Motion carried unanimously. Commissioner Dybdahl abstained as his father was one of the company owners. Two bids were received, but only one was submitted correctly. The generator will be rebid.

Motion by Commissioner Dybdahl, seconded by Commissioner Corbin to Award Bid No. 953 – Surplus Wire/Hardware & Other Miscellaneous Materials to Metal Broker, LLC for $2100. Motion carried unanimously.

Motion by Commissioner Wire, seconded by Commissioner Dybdahl to Award Bid No. 947 – Hay Ground to John Doblar for $900. Motion carried unanimously.

Motion by Commissioner Corbin, seconded by Commissioner Wire to Authorize Mayor to Sign Change Order 9 – NW 9th St/Union Avenue Reconstruction – Winter Contracting, Inc. Motion carried unanimously.

Motion by Commissioner Dybdahl, seconded by Commissioner Wire to Adopt City Commission Policies & Procedures. Motion carried unanimously. This document outlines general procedures for City Commission as members and as a body.

Discussion was held regarding vegetation height requirements. City Administrator Berreth gave an overview of the City's current policy. He mentioned that some other communities participate in No Mow May to benefit pollinators. Residents would not be required to participate if the City decided to do this. No action was taken.

Finance Officer Amy Sad provided the monthly Financial Update for April.

Commissioner Shaw, presiding as Chair, announced the following:

- Next Regular Commission Meeting – Monday, May 6, 2024, at 5:30pm
- City Wide Clean-up – Week of May 6

Motion by Commissioner Corbin, seconded by Commissioner Wire to Adjourn at 6:12pm. Motion carried unanimously.

/s/Amy Sad
Finance Officer

Published once at the approximate cost of $__.

CITY OF MADISON
PERSONNEL
MAY 2024

NAME	EFFECTIVE DATE	PRESENT STATUS	RECOMMENDED STATUS	PRESENT RATE/SALARY	RECOMMENDED RATE/SALARY	POSITION
TERWILLIGER, CASSIDY	4/6/2024	TEMP	PT<20	$14.04	$14.04	LIBRARY ASSISTANT I
BARLOW, KERRY	4/15/2024		PLANNING COMMISSION		25/MTG	PLANNING COMMISSIONER - ALT
LENTSCH, MELODY	4/22/2024		TEMP - SEASONAL		15.00	PARK MAINTENANCE I
SWANSON, MAXINE	4/22/2024		TEMP - SEASONAL		17.50	PARK MAINTENANCE I
KAHLER, GREGORY	4/24/2024 (date correction)		TEMP - SEASONAL		16.00	PARK MAINTENANCE II
KRUSEMARK, KADEN	4/29/2024	PT<20	TEMP	14.81	20.34	MAC MANAGER
KRUSEMARK, KADEN	4/29/2024	PT<20	TEMP	14.81	15.09	CC & MAC LEAD LIFEGUARD
MAXWELL, DELILAH	4/29/2024	PT<20	TEMP	13.17	14.27	CC & MAC LIFEGUARD W/WSI
MAXWELL, DELILAH	4/29/2024	PT<20	TEMP	13.17	14.81	CC & MAC WSI
BRYANT, KENNEDY	4/29/2024	PT<20	TEMP	13.72	14.27	CC & MAC LIFEGUARD W/WSI
BRYANT, KENNEDY	4/29/2024	PT<20	TEMP	13.72	14.81	CC & MAC WSI
HAZLETT, REBECCA	4/29/2024	PT<20	TEMP	13.17	14.81	CC & MAC WSI
HAZLETT, REBECCA	4/29/2024	PT<20	TEMP	13.17	14.27	CC & MAC LIFEGUARD W/WSI
HAZLETT, REBECCA	4/29/2024	PT<20	TEMP	13.17	20.34	MAC MANAGER
BRANCO, JAMAL	4/30/2024		FT		74,630.40	CC DIRECTOR
MINNAERT, JOHN	5/1/2024		TEMP - SEASONAL		17.24	GENERAL LABORER
CRONIN, SARAH	5/6/2024		CITY COMMISSION		371.61/PAYROLL	CITY COMMISSIONER
WOLF, PEYTON	5/6/2024		TEMP - SEASONAL		14.50	PARK MAINTENANCE I
BIG EAGLE, ORLANDO	5/6/2024		DSU - WORK STUDY			SERVICE DESK
GONYO, MIRANDA	5/11/2024		TEMP		13.17	CC & MAC LIFEGUARD

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 14th day of May, 2024, until 1:30 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

BID NO. 941 CONSTRUCTION OF UNDERGROUND ELECTRIC PRIMARY AND STREET LIGHT CIRCUITRY, INCLUDING THE INSTALLATION OF CABLES, BOX PADS, GROUND SLEEVES, PEDESTALS, AND OTHER RELATED EQUIPMENT AND MATERIAL

The above work shall be in accordance with the specifications and proposed form of contract now on file in the City offices in said City of Madison, South Dakota, by this reference made a part hereof, as though fully set out and incorporated herein.

Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for $22.00 by inputting Quest project #**9090769** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of the proposal forms and specifications for individual use may be obtained from the office of the Engineer, DGR Engineering, 1302 South Union, P.O. Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, Fax 712-472-2710, e-mail: dgr@dgr.com, upon payment of $75.00, none of which is refundable.

Each proposal shall be made out on proposal forms furnished by the Engineer and shall be accompanied by either (1) a cashier's check or draft or check certified and drawn on a solvent State or National bank, in an amount equal to five percent (5%) of the amount of the Bid; or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of South Dakota, in an amount not less than ten percent (10%) of the amount of the Bid. The bid security shall be made payable to the City of Madison, South Dakota. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post satisfactory Performance and Payment Bonds.

Bid envelopes must be clearly marked Bid No. 941 - Construction of Trojan Village Electric Distribution.

Payment to the Contractor will be made on the basis of ninety percent (90%) upon certification of work completed; ten percent (10%) thirty-one (31) days after final completion and acceptance.

The construction may be started after the execution of the Construction Agreement. All work shall be fully completed by August 12, 2024. See Section 01 3213 “Construction Schedule” in the Technical Specifications for more details on construction timing requirements.

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jameson Berreth
City Administrator

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 23rd day of May 2024, until 2:00pm., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota at the Office of the Finance Officer and will then be publicly opened and read.

BID NO. 956 – FIRE DEPARTMENT GENERATOR

Specifications for the items to be bid may be obtained from the Office of City Engineering and Community Development, 116 W Center Street, Madison, South Dakota 57042.

Each proposal must be accompanied by a certified check, cashier's check or draft in the amount of five percent (5%) or a bid bond in the amount of ten percent (10%) of the amount of the TOTAL BID in manner and form as by law provided. The sum of a certified check, cashier's check or draft or bid bond is a guarantee that, if the proposal is accepted, a contract will be entered into and its performance properly secured.

Bid envelopes must be clearly marked Bid No. 956 – Fire Department Generator

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Amy Sad
Finance Officer

SD DEPARTMENT OF TRANSPORTATION

Division of Finance & Management
Office of Air, Rail & Transit
700 East Broadway Avenue
Pierre, SD 57501
O: 605.773-3574 | F: 605.773.2804
dot.sd.gov

April 4, 2024

Barb Minnick, Finance Officer
City of Madison
116 West Center Street
Madison, SD 57042

RE: Madison Municipal Airport
Project No. AP0029-2024
State Financial Assistance Agreement

Dear Ms. Minnick:

Please be advised that the South Dakota Aeronautics Commission approved a state financial assistance agreement for the above referenced project. Enclosed you will find two (2) copies of the agreement. If acceptable, please obtain proper signature, date, attach seal and return all copies to this office.

As per Agreement, an executed copy of the minutes of the SPONSOR's commission authorizing the execution of this Agreement by the mayor as the authorized representative for the SPONSOR should be attached hereto.

A fully executed copy will be returned for your files. If you have any questions, please contact me at (605) 773-4430 or email me at nancy.hiller@state.sd.us.

Sincerely,

Nancy Hiller

Nancy Hiller, Transportation Specialist

Enclosures

Agreement Number ________________

Assistance Listings No. 20.106

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE & MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
BECKER-HANSEN BUILDING
PIERRE, SOUTH DAKOTA
FOR
PROJECT NO. AP0029-2024**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Madison, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

A. The STATE and the SPONSOR have entered into an Agency Agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Sections Four (4) and Five (5) of Township One Hundred Six North (106) and Section Thirty Two (32) of Township One Hundred Seven North (107N), Range Fifty Two West (52W) and Fifth (5th) Prime Meridian, Lake County, South Dakota, referred to in this Agreement as the "Airport."

B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.

C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.

D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Reimburse for Jel Fuel purchased in June and July 2023

E. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as Exhibit A.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **March 21, 2024**.

3. PAYMENT

A. Pursuant to and for the purposes of carrying out the provisions of SDCL 50-7-15, the STATE will share in the cost of the Project in the amount of **one hundred percent (100%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Eleven Thousand Seven Hundred Eleven Dollars and Seventy Four Cents ($11,711.74).** The STATE will pay the STATE'S share of the eligible Project costs from the SPONSOR'S allocated fuel tax account.

B. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request.

If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

4. TERMINATION

A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree in writing that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.

B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:

   i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.

   ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.

   iii. The SPONSOR is in default under any provision of this Agreement.

5. SPONSOR ASSURANCES

A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.

B. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.

C. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

D. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.

E. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

The SPONSOR must submit any proposed change affecting the Project to the STATE in writing for the STATE'S approval prior to any change.

7. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

9. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

10. FUNDING AVAILBILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. AUDIT

The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

12. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

13. AMERICANS WITH DISABILITIES ACT

The SPONSOR will provide services in compliance with the American with Disabilities Act of 2016, and any amendments.

14. DISBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

15. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.

B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

16. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The SPONSOR (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the SPONSOR hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

17. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit B**.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed by the STATE and the SPONSOR, acting by and through their duly authorized representatives.

City of Madison, South Dakota

By: Roy J Lindsay Jr

Printed Name: Roy J LINDSAY JR.

Its: Mayor

Date: 4/10/2024

State of South Dakota
Department of Transportation

By: ______________________

Printed Name: ______________________

Its: Program Manager
Office of Air, Rail, and Transit

Date: ______________________

Attest:

By: Amy L. Saul

Printed Name: Amy L. Saul / Finance officer

City Auditor/Clerk

(City Seal)

2024-2025 Retail (on-off sale) Malt Beverage & SD Farm Wine License Renewals

OWNER	BUSINESS NAME	ADDRESS
BALTAZARS LLC	LOS TAPATIOS	204 S EGAN AVE
CASEY'S RETAIL COMPANY	CASEY'S GENERAL STORE #1718	400 S WASHINGTON AVE
CLASSIC CORNER LP	CLASSIC CORNER	500 SE 10TH ST
DAKOTA BUTCHER - MADISON INC	DAKOTA BUTCHER	745B S WASHINGTON AVE
DAKOTA CINEMA LLC	DAKOTA CINEMA	1427 NW 2ND ST
DOLGEN MIDWEST LLC	DOLLAR GENERAL STORE #10937	615 S WASHINGTON AVE
GAYLEN'S GOURMET POPCORN LLC	GAYLEN'S GOURMET POPCORN	118 E CENTER ST
JORGENSON ENTERPRISES INC	CONOCO ONE STOP	1104 NW 2ND ST
MNK LLC	THE BEAUTY BAR	219 S EGAN AVE
PAR FOUR TAVERN LLC	THE OFFICE BAR & GRILL	201 S EGAN AVE
PLAYERS OF MADISON INC	PLAYERS OF MADISON	726 N HIGHLAND AVE
SEVEN INC	LUCKY BUCKS CASINO	1428 NW 2ND ST
SODEXO AMERICA LLC	SODEXO AMERICA #10344	1205 N WASHINGTON AVE
THYTIL ENTERPRISE LLC	MADISON DISCOUNT LIQUOR	123 NW 2ND ST

RESOLUTION NO. 2024-12

A RESOLUTION TO ADOPT THE POWERS AND DUTIES OF THE MAYOR AND COMMISSIONERS

WHEREAS, that pursuant to the provisions of SDCL 9-9-20 to 9-9-24, which govern the powers and duties of a board consisting of five members, the Mayor and the Commissioners shall have the following powers and duties detailed below; and

WHEREAS, these powers and duties must be adopted at the first meeting of the board in the month following the election each year;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That the mayor, Roy Lindsay, may exercise all the powers and perform all the duties provided by the laws of this state or the ordinances of the municipality not in conflict with the laws of the state. The mayor is the chief executive officer of the municipality, presides at all meetings of the board and has general supervision over all departments and officers. In the absence or inability of a commissioner, the mayor shall temporarily take charge of the department of that commissioner. The mayor shall enforce all the laws of the municipality and require that the conditions of the grant of any franchise or privilege are faithfully complied with and performed. The mayor shall grant all licenses or permits, except as are required by ordinance to be granted by the board or by some other department or officer. The mayor shall supervise each public building of the municipality and each city park except in any municipality that has a park board and the lighting of the streets, alleys and public buildings of the municipality. The mayor shall annually and from time to time give the board information relative to the affairs of the municipality and shall recommend for the board's consideration any measure the mayor deems expedient. Under the charge of the mayor shall be City Attorney, Engineering and Community Development department, Board of Health, and Community Center Governing Board. He shall also serve as member or liaison to the 911 Board, Airport Board, East Dakota Transit, and First District Association of Local Governments.

That the commissioner of finance and revenue, Sarah Cronin, shall enforce all laws for the assessment and collection of taxes of every kind and collection of all revenues belonging to the municipality from whatever source derived. The finance and revenue commissioner shall examine into and keep the board informed on the finances of the municipality and its assets and property. She shall oversee Finance and Human Resource departments. She shall also serve as member or liaison to Community Center Advisory Committee, Library Board of Trustees, and Madison Community Foundation.

That the public safety commissioner, Kelly Dybdahl, shall supervise the Police and Fire departments and the departments' officers and employees. He shall serve as member or liaison to the 911 Board, Local Emergency Planning Committee, and Volunteer Fire Department. The commissioner of public safety shall have under his charge animal control within the municipality, including animal impoundments and shelter. He shall also serve as member or liaison to the Madison Area Chamber of Commerce.

That the commissioner of public works, Adam Shaw, shall supervise the streets, alleys, public grounds and municipal improvements and all public property, except as otherwise specially provided. The commissioner shall maintain the property in a clean and sanitary condition and enforce all contracts, rules and regulations necessary. The public works commissioner shall have under his charge solid waste, recycling, parks, and Park & Recreation Board. He shall also serve as an appointed member of the Planning Commission and member or liaison to the Business Improvement District Committee and Sidewalk Committee.

That the utilities commissioner, Jerae Wire, shall supervise the construction, maintenance, and operation of the waterworks, sewerage, and electric utility departments of the municipality. The commissioner of utilities shall enforce all regulations with respect to department and its revenue. He shall also serve on the Lake Area Improvement Corporation and Vermillion Basin Water Development District.

Dated this 6th day of May, 2024.

CITY OF MADISON

____
Mayor

ATTEST: ___________________________
Finance Officer

RESOLUTION NO. 2024-13

A RESOLUTION TO AMEND ESTABLISH EMPLOYEE COMPENSATION FOR 2024

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MADISON, SOUTH DAKOTA:

That Section B of Resolution 2023-31 adopted on November 20, 2023 is amended as follows:

That Section D of Resolution 2023-31 adopted on November 20, 2023 is amended as follows:

Dated this _____ day of May 2024.

CITY OF MADISON

/s/Roy Lindsay
Mayor

ATTEST: /s/Amy Sad
Finance Officer

SECTION B

GRADE ASSIGNMENT/SALARY FOR FULL-TIME EXEMPT POSITIONS

<u>Finance</u>	**<u>Grade</u>**
Deputy Finance Officer	18
<u>Parks</u>	**<u>Grade</u>**
Superintendent – Parks	19
<u>Electric</u>	**<u>Grade</u>**
Superintendent – Electric	23
<u>Utilities</u>	**<u>Grade</u>**
Superintendent - Plants	21
Superintendent - Distribution & Collection	21
Utility Services Coordinator	18
<u>Community Center</u>	**<u>Grade/Salary</u>**
Aquatics Coordinator	14

BENEFITS FOR SECTION B

1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
2) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
3) Holidays – 2023 Christmas Eve (4 hours), 2023 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
4) Personal days – 24 hrs to be used per policy.
5) SD Retirement System – 6%. Contribution required.
6) SD Supplemental Retirement – voluntary for employees with an employer match of up to $23.08 per pay period, per policy and SDRS rules.
7) Health Insurance – single $785.02 per month; employee + one $1,210.78 per month; employee + children $1,350.02 per month; family $1,404.34 per month (city benefit towards premium).
8) Dental Insurance – single $37.95 per month; employee + one $70.46 per month; employee + children $70.76 per month; family $92.48 per month (city benefit towards premium).
9) Vision Insurance – voluntary and paid by the employee.
10) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
11) Life Insurance – $30,000 term policy.
12) Flexible Benefits Plan – healthcare and dependent care options.
13) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center. Community Center employees receive single Community Center membership only.
14) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
15) Boot/Clothing Allowance – $150.00 annually with PR#1.

SECTION D

GRADE ASSIGNMENT FOR FULL-TIME NON-EXEMPT
TEAMSTERS LOCAL UNION NO.120 POSITIONS

Streets, Parks, Solid Waste & Recycling	**Grade**
Administrative Coordinator	16
Building Maintenance Operator	16
Mechanic	15
Lead Heavy Equipment Operator	15
Heavy Equipment Operator with Spraying Certification	14
Heavy Equipment Operator	13
Park Technician with Spraying Certification	14
Park Technician	13
Restricted Use Site & Recycling Center Operator with Spraying Certification	14
Restricted Use Site & Recycling Center Operator	13
General Laborer - Recycling	10

Utilities	**Grade**
Distribution & Collection Operator II	15
Water & Wastewater Operator II	15
Distribution & Collection Operator I	14
Water & Wastewater Operator I	14
Distribution & Collection Operator	13
Water & Wastewater Operator	13
Administrative Assistant *	12

BENEFITS FOR SECTION D

1) Vacation – 80 hours per year through 5th year; 6-13 years - 120 hours per year; 14-25 years - 160 hours per year; 25+ years - 200 hours per year.
2) Sick – 104 hours per year. 25% payable upon resignation or retirement if hired before January 1, 2005. If hired after January 1, 2005, 25% payable upon resignation or retirement up to a total of 480 hours.
3) Holidays – 2023 Christmas Eve (4 hours), 2023 Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day. Holidays hours based on shift scheduled.
4) Personal days – 24 hours. to be used per policy.
5) SD Retirement System – 6%. Contribution required.
6) SD Supplemental Retirement – voluntary for employees with an employer match of up to $23.08 per pay period, per policy and SDRS rules.
7) Health Insurance – single $785.02 per month; employee + one $1,210.78 per month; employee + children $1,350.02 per month; family $1,404.34 per month (city benefit towards premium).
8) Dental Insurance – single $37.95 per month; employee + one $70.46 per month; employee + children $70.76 per month; family $92.48 per month (city benefit towards premium).
9) Vision Insurance – voluntary and paid by the employee.
10) Retired Health/Dental Insurance – able to retain group health and dental coverage by paying 100% of each monthly premium if eligible for SDRS benefits and has 15 years of full-time cumulative service. Coverage may continue until retiree reaches the age of 65 or otherwise qualifies for the Medicare program.
11) Life Insurance – $30,000 term policy.
12) Flexible Benefits Plan – healthcare and dependent care options.
13) Wellness – $10.00 bi-weekly if employee is member of Community Center or local fitness center.
14) Severance – 40 hours per each 5 years of service to begin after 5 years of service.
15) Boot/Clothing Allowance – $150.00 annually with PR#1.
16) Others as negotiated by union contract.
17) * This position is listed in section D and E and is eligible to be a member of up to one union while working in the capacity of the utility departments.
18) Compensation time per policy.

AGREEMENT BY AND BETWEEN

CITY OF MADISON

And

TEAMSTERS LOCAL UNION NO. 120

Agreement regarding Restricted Use Site and Recycling Center Operator

This AGREEMENT is by and between the City of Madison ("City") and Teamsters Local Union No. 120 ("Union") and regarding the creation of a position within the City of Madison titled Restricted Use Site and Recycling Center Operator ("Operator").

WHEREAS, the City and the Union have entered into a Collective Bargaining Agreement (CBA); and

WHEREAS, Article 4 of the CBA states that the City has control over the direction and control of its work force as to size and composition and assignment of employees including hiring and determining work schedules; and

WHEREAS, Article 36 of the CBA states that all new job postings subject to this bargaining agreement shall be negotiated between the City and the Union prior to any such jobs being posted or published; and

WHEREAS, the City has determined the need for a new position within the Streets, Parks, Solid Waste, and Recycling Department focused on operations at the Restricted Use Site and Recycling Center as well as other duties as needed; and

WHEREAS, responsibilities for the new operator position require working hours contrary to that which is stated in Article 23 of the CBA;

NOW, THEREFORE, be it agreed upon and understood by the City and Union hereto as follows:

(1) The regular working hours for the Operator shall be Tuesdays through Saturdays 7:30 a.m. to 4:30 p.m. with one hour given for lunch. City reserves the right to modify work hours in case of emergencies.
(2) The daily schedule may be altered by no more than one hour for Saturdays.
(3) Any other changes necessary to the CBA to reflect the new operator position will be made during the next negotiation period.

TEAMSTERS LOCAL UNION NO. 120	CITY OF MADISON
______________________________	______________________________
Business Manager	Mayor
	______________________________
	Attest

Sayre Associates
Engineering Solutions
216 S. Duluth Avenue, Sioux Falls, SD 57104 • Phone: (605) 332-7211 • www.sayreassociates.com

April 25, 2024

Mayor Roy Lindsay
City of Madison
116 W Center Street
Madison, South Dakota 57042

Re: Lakeview Industrial Park Improvements – Madison, South Dakota
EDA Award No. ED23DEN0G0040
Recommendation of Bid Award

Dear Mayor Lindsay:

On Thursday, April 18th, 2024 at 2:00 PM in the City of Madison Commission Room., sealed bids were opened and read aloud for the aforementioned project. Ryan Hegg of the City of Madison, Brooke Rollag of the Lake Area Improvement Corporation and several bidders were present to observe the public bid opening. The bids were opened and read aloud by Ray Pierson of Sayre Associates and recorded by Paul Korn of Sayre Associates, Inc. A total of nine (9) bids were received.

The apparent low bid was submitted by Bowes Construction Inc. of Brookings, SD with a bid of $2,873,862.09, which is below the engineer's estimate of $4,049,466.60. The low bidder met the bid requirements of providing a 5% bid bond and acknowledged Addendum 1. Sayre Associates reviewed all submitted bids and verified the low bid by Bowes Construction Inc. in the amount of $2, 873,862.09. Sayre Associates has prepared a bid abstract for all nine of the bids received with bid items, unit prices with extensions, and totals.

Pending EDA's approval, we recommend awarding the Lakeview Industrial Park Improvements Project to Bowes Construction Inc. They are a local, reputable firm and have several years of experience on public works projects in the region.

Sincerely,
SAYRE ASSOCIATES, INC.

Ray Pierson

Ray Pierson, P.E.
Project Engineer

Cc: Ryan Smith – Economic Development Administration, Denver Office
Brooke Rollag – Lake Area Improvement Corporation

Engineers • Surveyors

BID TABULATION (AS READ AND CHECKED)

PROJECT: Lakeview Industrial Park Improvements
16th Street, Industry Ave & Washington Ave in Madison, SD
EDA Award No. ED23DEN0G0040

ENGINEER: Sayre Associates, Inc.
216 S. Duluth Avenue
Sioux Falls, SD 57104
(605) 332-7211

BID DATE: Thursday, April 18, 2024 at 2:00 p.m.

CONTRACTOR	BID BOND	ADDENDUM 1	ADDENDUM	ADDENDUM	TOTAL BASE BID
Bowes Construction	X	X			$2,873,862.09
Soukup Construction	X	X			$3,082,338.00
Double H Paving	X	X			$3,092,143.24
Alliance Construction	X	X			$3,186,547.21
Winter Contracting	X	X			$3,362,000.00
Lidel Construction	X	X			$3,529,439.97
Menning Excavating	X	X			$3,661,669.33
H & W Contracting	X	X			$3,850,987.76
First Rate Excavate	X	X			$4,771,516.02

May 2, 2024

Ryan Hegg
City of Madison
116 W Center Street
Madison, SD 57042

RE: 2024 Multi-Community Chip Seal Project

Dear Ryan,

Bids were opened on April 30, 2024, at 2 PM CT at the City of Madison Commission Room. Two bids were received with AsTech being the lowest bid received. Brosz Engineering recommends awarding the project to AsTech for a total amount of $722,476.60 and a prorated amount for Madison of $330,174.40.

The following spreadsheet excerpt is a tabulation of the bid items as they apply to the City of Madison:

Multi-Community 2024 Asphalt Surface Treatment					
City of Madison UPDATED 4/30/24					
Bid Item No.	Item	Quantity	Unit	Unit Cost, $	Extended Cost, $
009E0010	Mobilization - Madison	1	LS	$13,000.00	$ 13,000.00
330E0300	SS-1h or CSS-1h Asphalt for Fog Seal	29.2	Ton	$ 1,500.00	$ 43,725.00
330E3000	Sand for Fog Seal or Prime Coat	5.0	Ton	$ 10.00	$ 50.00
360E0042	CRS-2P Asphalt for Surface Treatment	165.4	Ton	$ 875.00	$ 144,725.00
360E1030	Cover Aggregate, Type 2A	1389.6	Ton	$ 89.00	$ 123,674.40
634E0120	Traffic Control, Miscellaneous - Madison	1	LS	$ 5,000.00	$ 5,000.00
				Contract Amount:	$ 330,174.40

This serves as the Bid Tabulation for the project.

BROSZ ENGINEERING, INC.

Eric Prunty
Area Manager
o (605) 597-4700
e ericp@broszeng.com

ADVERTISEMENT FOR BIDS

Notice is hereby given that on the 28th day of May 2024, until 2:00 p.m., sealed bids will be received by the Board of Commissioners of the City of Madison, South Dakota, at the Office of the Finance Officer, 116 W Center Street, Madison, South Dakota 57042 and will then be publicly opened and read.

The material required is as follows:

BID NO. 957

One (1) 115 kV Circuit Switcher with required anchor bolt sets and one (1) 115 kV Circuit Breaker.

The equipment shall be in accordance with the specifications and proposed form of contract now on file at the City of Madison, by this reference made a part hereof, as though fully set out and incorporated herein: Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker – Green & Southeast Substations.

Material suppliers desiring a copy of the bid forms and specifications for individual use may obtain them from the Office of the Engineer, DGR Engineering, 1302 South Union, PO Box 511, Rock Rapids, Iowa 51246, telephone 712-472-2531, fax 712-472-2710, website www.dgr.com, e-mail dgr@dgr.com, no deposit required.

Each bid shall be made out on a bid form furnished by the Engineer and shall be accompanied by either a certified check, cashier's check or bank draft payable to the City of Madison in a sum equal to five percent (5%) of the total bid and drawn on a state or national bank or by bid bond in a sum equal to ten percent (10%) of the total bid issued by a surety authorized to do business in the State of South Dakota and made payable to the City of Madison. The bid security must not contain any conditions either in the body or as an endorsement thereon. Such bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post satisfactory Performance and Payment Bonds.

Bid envelopes must be clearly marked Bid No. 957 – Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker – Green & Southeast Substations.

Upon shipment of the completed equipment, the Supplier shall submit to the Owner a detailed statement of the equipment shipped. The Owner shall, within thirty (30) days after delivery receipt of the material and associated invoice, pay the Supplier one hundred percent (100%) of the contract price of the material.

The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids as it shall be deemed to be in the best interest of the City.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jameson Berreth
City Administrator

Bidding Documents

Furnishing 115 kV Circuit Switcher
and 115 kV Circuit Breaker
Green & Southeast Substations

City of Madison
Madison, South Dakota
City Bid Number 957

May 2024

DGR Project No. 415935

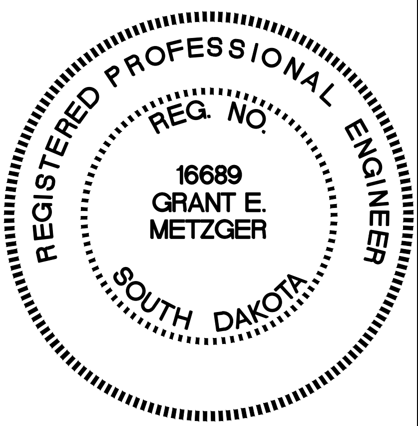
DGR ENGINEERING

Bidding Documents

Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker Green & Southeast Substations

City of Madison
Madison, South Dakota

May 2024



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.

By Grant Metzger 5-1-2024
Grant E. Metzger, P.E. (date)

Registration Number 16689

My license renewal date is 9-30-25

Pages or sheets covered by this seal: All bound pages.

DGR Project No. 415935

DGR Engineering
1302 South Union Street
Rock Rapids, IA
(712) 472-2531

P:\04\159\35\Doc\Spec\Ckt Sw & Ckt Bkr\Spec Front Ends.docx

Bidding Documents

Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker Green & Southeast Substations

City of Madison
Madison, South Dakota

Contact persons for this project are as follows:

Owner's Representative:	City of Madison PO Box 308 Madison, SD 57042 Phone: 605-256-7500 Jayson Limmer Electric Superintendent eMail: jayson.limmer@cityofmadisonsd.com
Engineer:	DGR Engineering 1302 S Union Street Rock Rapids, Iowa 51246 Phone: 712-472-2531 Alex Richter, P.E. Project Engineer eMail: alex.richter@dgr.com Grant Metzger, P.E. Project Engineer eMail: grant.metzger@dgr.com

Bidding Documents

Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker Green & Southeast Substations

City of Madison
Madison, South Dakota

Table of Contents

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The Board of Commissioners reserves the right to defer acceptance of any bid for a period not to exceed thirty (30) days after the date bids are received and no bid may be withdrawn during this period. The Board also reserves the right to waive irregularities and to reject any or all bids as it shall deem to be in the best interest of the City.

By Order of the Board of Commissioners
City of Madison
Madison, South Dakota
Jameson Berreth
City Administrator

INSTRUCTIONS TO BIDDERS

1.01 FAMILIARITY OF CONDITIONS.

A. Bidders are required to examine to their satisfaction, the plans and specifications and to make sure that the requirements are fully understood. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation regarding their bid.

1.02 BIDDERS QUALIFICATIONS.

A. Bidder must be capable of performing the work bid upon. The lowest responsive Bidders will be required to satisfy the Owner as to their integrity, experience, number of employees, equipment, personal, and financial ability to perform and ability to finance the cost of the work.

B. If the information and data requested by the Owner is not furnished, the Owner may consider the Bidder non-responsive or non-responsible. The Owner reserves the right, in its sole and absolute discretion, to accept the bid of a Bidder despite the fact that said Bidder has not submitted any information, list, data or statement requested.

C. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the Contract. Conditional bids will not be accepted.

1.03 METHOD OF BIDDING.

A. Bids shall be submitted on a unit price or lump sum basis as stated on the Bid form. In preparing a bid, the Bidder shall specify the price, written legibly in ink or typewritten, at which the Bidder proposes to do each item of work. The price shall be stated with respect to each and every alternate item, whether an add alternate, or a deduct alternate. Failure to state a price for any alternate bid item shall constitute a non-responsive bid that will not be considered. The prices shall be stated in figures. In items where unit price is required, the total amount for each item shall be computed at the unit prices bid for the quantities given in the estimate. In the event of discrepancies in the unit price extensions listed in the bid, unit prices shall govern.

B. For all work let on a unit price basis, the Engineer's estimate of quantities shown on the bid is understood to be approximate only and will be used only for the purpose of comparing bids. For work let on a lump sum basis, any estimate of quantities provided is furnished for the convenience of Bidders and is not guaranteed.

1.04 BID SECURITY.

A. Each bid shall be accompanied by bid security as specified in the Advertisement for Bids and made payable to the Owner. Should the bidder receiving the award fail to execute a satisfactory contract and file acceptable bonds within ten (10) days after the award of contract, the Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.

B. The bid security of unsuccessful Bidders will be returned promptly after the award has been made. In no case will the bid security be held longer than thirty (30) days without written permission of the Bidder, except that the bid security of the Bidder to whom the contract is awarded will be retained until he or she has entered into contract and filed an acceptable bond.

1.05 TAXES.

A. The unit prices for material items in all Bids shall not include provisions for the payment of any taxes payable to the State of South Dakota or any other taxing authority.

1.06 ALTERNATE MATERIALS.

A. Requests for approval of 'or-equal' materials and equipment shall be submitted to the Engineer in writing at least fifteen days prior to receipt of bids. Each request shall conform to the terms and conditions of the bidding documents and to the type, function, and quality standards of approved materials and equipment. The burden of proof of the merit of proposed 'or-equal' materials and equipment is upon the Bidder. The engineer's decision of approval or disapproval of a proposed 'or-equal' item will be final. No substitution shall be approved except by a written addendum issued to all prospective Bidders.

B. Bidders may submit bids for alternate materials which do not meet all the detailed requirements of the specifications. Such submissions shall be in addition to the basic bid which shall comply with all requirements of the specifications. Bid evaluation and contract award will be made on the basis of the base bid. Alternate materials will then be considered, and the final contract amount adjusted accordingly if the Owner decides to accept bids for alternate materials. In submitting bids for alternate materials, Bidders shall submit manufacturer's data and note the exceptions to the requirements of the plans and specifications.

1.07 TERMS AND CONDITIONS.

A. The Bidder is invited to attach their standard patent protection and liability limitation conditions but shall not include any other terms and conditions to this bid. Attachment of additional terms and conditions shall be grounds for disqualification of the submitted bid.

1.08 CHANGES IN QUANTITIES.

A. The Owner may elect to purchase multiple units of the proposed equipment. Bidder understands and agrees that the quantities stated in the bid are estimated, and that the total number of units upon which payment shall be made shall be set forth in the materials contract and purchase order.

1.09 SUBMISSION OF BIDS.

A. Bidders will be furnished with bid form(s) giving the estimate of quantities needed to complete the work. Two (2) copies of the completed bid form(s) and all supporting documentation shall be included with the bid.

B. If the bid is made by an individual, his or her name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the bid must name the state under the laws of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a bid as agent may be required to submit satisfactory evidence of his or her authority to do so.

C. Any changes or alterations made in the official bid form, or any additions thereto, may result in the rejection of the bid. No bid will be considered which contains a clause in which the Bidder reserves the right to accept or reject a contract awarded by the Owner. Bids in which the unit prices are obviously unbalanced may be rejected.

D. Should the Bidder find discrepancies, ambiguities, or omissions from these documents, they should immediately notify the Engineer and an addendum will be sent to all known entities holding copies of the Bidding Documents.

E. Two copies of each bid form and all supporting documentation shall be provided. Bids shall be placed in an opaque envelope and the envelope sealed and marked "Bid Enclosed – Bid 957 – Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker – Green & Southeast Substations" to indicate its contents. If forwarded by mail, the envelope shall be mailed to the following address:

City of Madison
Finance Officer
City Hall
116 West Center Street
Madison, South Dakota 57042

F. Receipt of any Addenda must be acknowledged on the bid form or a copy of any addenda relating to the bid shall be signed and attached to the bid.

G. No oral, facsimile, e-mail, telegraphic or telephonic bids or modifications will be considered.

1.10 MODIFICATION OR WITHDRAWAL OF BIDS.

A. A bid may be withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids. Upon receipt of such notice, the unopened bid will be returned to the Bidder.

B. If a Bidder wishes to modify its bid prior to bid opening, Bidder must withdraw its initial bid and submit a new bid prior to the date and time for the opening of bids.

C. No bid may be withdrawn for a period of thirty (30) days after the scheduled date and time for the receipt of bids.

1.11 CONTRACT AWARD.

A. Award of the Contract, if an award is made, will be on the basis of the base bid and/or any alternate bid(s) chosen by the Owner, as is in the best interest of the Owner. It is the intent of the Owner to award one (1) Contract for each of the bids as is deemed to be in the best interest of the Owner. The Owner reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the Owner. In addition to cost, other items that will impact the award decision include the following:

1. Relevant experience with installations of similar size and type.

2. Support capabilities.

3. Ability to meet specified delivery schedule.

4. Conformance to project specifications.

5. Life cycle and maintenance costs.

6. The Owner’s and Engineer’s past experience with units manufactured by the Bidder.

1.12 PERFORMANCE BOND.

A. The Bidder to whom the contract is awarded shall furnish a Performance Bond in an amount equal to the total amount of the bid guaranteeing the faithful performance of the work in accordance with the terms of the contract. Such bond shall be with a surety company authorized to do business in the State of South Dakota and in form acceptable to the Owner. Any costs associated with procuring the necessary bond shall be included in the bid prices.

1.13 EXECUTION OF CONTRACT.

A. The Bidder to whom the contract has been awarded shall enter into contract with the Owner within ten (10) days after the award has been made.

B. No bid shall be considered binding upon the Owner until the contract is properly executed by both parties and all required bonds are filed.

C. The contract, when executed, shall be combined with all the Contract Documents identified in the Material Agreement representing the entire agreement between parties. The Bidder shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

1.14 PROJECT SCHEDULE.

A. Delivery of the circuit switcher is desired to be no later than **October 10, 2025**. Delivery of the circuit breaker is desired to be no later than **June 6, 2026. Based on current material availability, both earlier and later delivery dates will be considered by the Owner.**

B. The Bidder shall provide in their bid a guaranteed delivery date. The Owner reserves the right to deduct from the contract price $250 per day for each calendar day after the contracted delivery date that the circuit switcher or circuit breaker is not delivered to the site. This price reduction shall be in lieu of proving an actual loss via legal or arbitration proceeding.

C. The Owner agrees to indemnify the Supplier for circumstances beyond their control, including acts of God, acts of government, and related circumstances. Actions that cause delivery delays that are under the control of the Supplier are failure to allow sufficient time for manufacturing, failure to inform the Engineer of changes in the manufacturing schedule, or lack of cooperation in establishing effective measures by which delays could be minimized.

D. The Supplier shall provide monthly progress reports to the Engineer during the manufacturing of the equipment.

* * * END OF SECTION * * *

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name— Include Location)*:

BOND
Bond Number:
Date:
Penal sum ______________________________ $ ______________
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER		**SURETY**	
______________________ (Seal)		______________________ (Seal)	
Bidder's Name and Corporate Seal		Surety's Name and Corporate Seal	
By:	Signature	By:	Signature (Attach Power of Attorney)
	Print Name		Print Name
	Title		Title
Attest:	Signature	Attest:	Signature
	Title		Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

<u>BID FORM No. 1</u>
115 kV Circuit Switcher

TO: City Commission
Madison, South Dakota

FROM: Bidder's Name____

Address____

____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
____________________	____________________
____________________	____________________

1. The prices set forth herein <u>do</u> <u>not</u> include any sums which are or may be payable by the seller on account of taxes imposed by the State of South Dakota upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.

2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.

3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Madison, South Dakota, F.O.B. Offloading and installation will be completed by Others. The guaranteed delivery date of the equipment shall be included in this Bid.

4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.

5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the circuit switcher, in strict conformance with the specifications and Bidding Documents, to-wit:

Item	Qty	Description	Unit Price	Extended Price
BID ITEMS:				
A	1	115 kV Circuit Switcher, 3Ø, with Horizontal Interrupters, Vertical-Break Disconnect, and Steel Stand (ea.)	$_____________	$_____________
B	2	Anchor Bolt Set for Circuit Switcher (ea.)	$_____________	$_____________
		TOTAL BID AMOUNT:		$_____________

7. Manufacturer: ____

8. Manufacturing Location: ____

9. Dimensions: Attach a drawing of the proposed equipment with all dimensions and weights.

10. Anchor Bolt Size and Template Information:_____________________________

11. Guaranteed Delivery Date - Anchor Bolts: _____________________________

12. Guaranteed Delivery Date - Circuit Switcher and Steel Stand: __________________

13. Security Enclosed: ____

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ________ day of _______________, 2024.

Bidder______________________________________

Address_____________________________________

Authorized Officer_____________________________

Signature____________________________________

Title____

Telephone No._______________________________

E-mail______________________________________

<u>BID FORM No. 2</u>
115 kV Circuit Breaker

TO: City Commission
Madison, South Dakota

FROM: Bidder's Name____

Address____

____

Pursuant to and in compliance with the Advertisement for Bids and the Instructions to Bidders relating thereto, the terms of which are incorporated herein by reference thereto, the undersigned as bidder offers and agrees, if this offer is accepted, to furnish and deliver the equipment and materials in strict conformance with the Specifications forming a part of these contract documents and in accordance with following addenda for the sum indicated on the following bid schedule.

<u>Addendum Number</u>	<u>Addendum Date</u>
___________________________	___________________________
___________________________	___________________________

1. The prices set forth herein <u>do</u> <u>not</u> include any sums which are or may be payable by the seller on account of taxes imposed by the State of South Dakota upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase or use of the equipment, the amount thereof shall be paid by the Owner.

2. The prices included herein are firm without regard for time of delivery, increase in cost from manufacturer, or any other factor.

3. The price of the equipment set forth herein shall include the cost of delivery to the job site in Madison, South Dakota, F.O.B. Offloading and installation will be completed by Others. The guaranteed delivery date of the equipment shall be included in this Bid.

4. Title to the equipment shall pass to the Owner upon completion of the contract and acceptance by the Owner.

5. This bid is void unless a materials contract based on this bid is entered into by the Owner and the Supplier within 30 days after the date hereof.

6. The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish the circuit breaker, in strict conformance with the specifications and Bidding Documents, to-wit:

Item	Qty	Description	Unit Price	Extended Price
BID ITEMS:				
A	1	115 kV SF_6 Circuit Breaker (ea.)	$____________	$____________
		TOTAL BID AMOUNT:		$____________

7. Manufacturer: ____

8. Manufacturing Location: ____________________________________

9. Dimensions: Attach a drawing of the proposed equipment with all dimensions and weights.

10. Recommended Anchor Bolt Size: Diameter: ____________Length:____________

11. Guaranteed Delivery Date:____________________________________

12. Security Enclosed: ____

The undersigned bidder certifies that this bid is made in good faith without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this bid is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this bid and the Specifications, the provisions of the latter shall prevail.

Dated this ________ day of ______________, 2024.

Bidder________________________________

Address_______________________________

Authorized Officer_______________________

Signature______________________________

Title__________________________________

Telephone No.__________________________

E-mail________________________________

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
______________________ *(seal)*	______________________ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: ______________________	**By:** ______________________
Signature	Signature *(attach power of attorney)*
______________________	______________________
Print Name	Print Name
______________________	______________________
Title	Title
Attest: ______________________	**Attest:** ______________________
Signature	Signature
______________________	______________________
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
   - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     - 5.4.1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
     - 5.4.2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
   - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
   - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
    - 14.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 14.2. Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
    - 14.3. Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
    - 14.4. Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
    - 14.5. Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY:

A. Materials shall be supplied as specified herein, and shall be in accordance with the applicable NEMA, ANSI, IEEE, IPCEA, ASTM Standards, NEC, and the Standards of the Underwriter’s Laboratory.

1.02 CONTRACT AWARD:

A. The following dates represent the proposed schedule:

May 28, 2024	Bid Opening
June 3, 2024	Board Awards Contract
October 10, 2025+	Bid Form No. 1 - Delivery of Circuit Switcher
June 6, 2026+	Bid Form No. 2 - Delivery of Circuit Breaker

+ Contract price deductions (liquidated damages) apply to these dates.

Delivery of the circuit switcher is desired to be no later than October 10, 2025. Delivery of the circuit breaker is desired to be no later than June 6, 2026. Based on current material availability, both ealier and later delivery dates will be considered by the Owner.

1.03 SUBMITTALS:

A. In addition to any drawings and data submitted with the bid, the Supplier, after award of the contract and before proceeding with the manufacture of the material, shall furnish the Engineer electronic copies of all design calculations, data sheets and drawings covering the design and installation of the material for approval.

B. The Supplier shall submit structural details and drawings of the equipment outline, schematics, and wiring diagrams for approval. All drawings shall be approved prior to fabrication.

C. The Supplier shall be responsible for all drawings required to fully document the function of all equipment internal to the control panels. The Supplier shall also note external equipment connections on the wiring diagrams.

D. The Supplier shall supply to the Engineer an electronic copy in .pdf and an AutoCAD compatible format of each of the above-mentioned drawings for all submittals.

E. Drawings submitted shall be in 11 x 17 format.

F. Drawings shall be transmitted with a cover letter and such letter shall indicate the submittal numbers, drawings included in transmittal, and date sent.

G. Approval of final Supplier's drawings or data by the Engineer shall not relieve the Supplier of any part of his responsibility to meet all the requirements of this specification or as to the correctness of his drawings and data. Further, approval of the Engineer does not relieve the Supplier of responsibility for the adequacy of the design.

H. Shop drawings for all material shall be submitted within 6 weeks of award.

I. Allow 2-3 weeks for the Engineer's review of the shop drawings.

J. See the Technical Specifications for additional submittal requirements.

1.04 SHIPPING AND DELIVERY PROCEDURES:

A. The Bid(s) shall include F.O.B to the project locations in Madison, South Dakota. The project site addresses are as follows:

Green Substation
Near the Intersection of 11th Street NE and Washington Ave
Madison, SD 57042

Southeast Substation
909 SE 10th Street
Madison, SD 57042

B. Supplier shall notify the Owner and Engineer when equipment is ready for shipment **at least <u>7 days</u> prior to delivery**. In addition, seller shall advise the Owner of method of shipment, projected routing, and estimated time in shipment.

C. Supplier shall notify the Electric Superintendent (Jayson Limmer – (605) 427-1965) by telephone when equipment is ready for shipment, **AT LEAST 48 HOURS PRIOR TO DELIVERY.**

D. Title to the equipment shall pass to the Owner upon acceptance testing and checkout of the equipment and receipt of all required documentation.

E. Deliveries Accepted: Monday-Friday, 8:00 AM – 3:00 PM, working days only.

F. Supplier shall also coordinate delivery in advance with the Owner's substation construction Contractor to ensure that site preparations are complete, and the Contractor can schedule to be on-site during delivery of the equipment.

G. The Supplier shall coordinate delivery locations with the Owner and Engineer.

H. Offloading and installation will be completed by Others.

1.05 INSURANCE REQUIREMENTS:

A. Casualty Insurance: Except when the risk of loss of the Equipment is with Owner, Supplier shall maintain on the Equipment insurance against loss or damage by fire, lightning and all other risks covered by the so-called extended coverage insurance endorsement in an amount equal to the full insurable value of the Equipment. Upon the request of Owner, Supplier shall deliver to Owner a certificate of insurance evidencing the insurance required by this section.

1.06 WARRANTY:

A. Supplier shall furnish a standard warranty package with the material.

B. **The warranty shall be in effect a minimum of 60 months from energization or 66 months after date of shipment, whichever comes first.**

C. The Supplier shall provide a warranty for a period of five (5) years for any SF6 leaks. Any gas leaks greater than 0.5% per year found during this warranty period shall be repaired by the Supplier, at the Supplier's expense.

D. Shall be comprehensive, without deductibles, and shall cover all equipment furnished by Supplier, whether or not it was manufactured by the Supplier.

E. All repair parts, labor, and travel expenses necessary for repairs at the job site shall be included.

F. The Supplier shall repair or replace any materials found to be defective at no cost to the Owner.

G. Any costs incurred by the Owner due to defective materials supplied by the Supplier shall be reimbursed to the Owner by the Supplier.

1.07 TERMS AND CONDITIONS:

A. The Bidder is invited to attach their standard patent protection and liability limitation conditions but shall not include any other terms and conditions to this bid. **Any terms or conditions submitted with the Bid other than the terms or conditions herein listed shall be grounds for disqualification of bid. All additional costs required to meet this specification shall be deemed to be included in the base price.**

* * * END OF SECTION * * *

CIRCUIT SWITCHER SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE:

A. The Advertisement for Bids, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this Section.

B. Work under this Section includes supplying the equipment as herein specified.

1.02 PAYMENT:

A. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.03 DRAWINGS AND MANUALS

A. Approval drawings:

1. Submit as electronic files in AutoCAD and .pdf compatible formats via e-mail to the Engineer.

2. Drawings shall be no larger than 11 x 17 with lettering size no smaller than 0.05 in.

3. Drawings and instructions shall be submitted to the Engineer prior to manufacture of the circuit switcher.

4. All drawings, manuals, nameplates, including nameplates for auxiliary devices shall be printed in English.

B. Final Drawings and Images:

1. Furnish three (3) paper sets and one (1) electronic .pdf and AutoCAD files of the following:

a. Nameplate drawing.

b. Outline of equipment.

c. Control schematics and wiring diagrams of all equipment.

d. Connection diagrams.

e. Instruction books for circuit switcher and all equipment.

2. Provide maintenance schedule of all the circuit switcher components. The supplier shall furnish a complete schedule of the maintenance items. The schedule shall state how often and what steps shall be performed during maintenance.

3. Furnish all final drawings no later than 10 days following the final test of equipment.

4. Submit electronic files on a CD or via a secure cloud file sharing service.

C. All drawings, manuals, nameplates, including nameplates for auxiliary devices shall be printed in English.

1.04 REFERENCES:

A. Circuit switcher shall comply but not limited to the following documents:

1. American National Standards Institute.

2. Institute of Electrical and Electronics Engineers

3. National Electrical Code.

4. National Electrical Safety Code.

5. American Society for Testing and Materials.

PART 2 - PRODUCTS

2.01 SWITCHER CONSTRUCTION:

A. Switcher to include the following:

1. Horizontal three (3) pole, porcelain unit with three (3) single gap interrupting contacts.

2. Three (3) series integral disconnect switches that are coordinated with the opening and closing of the interrupting contacts.

3. Motor operator for operation of the disconnect switches.

4. Rigid interphase coupling steel frame for mounting on double legs.

5. Gas (SF6) type interrupter with a spring operator mechanism.

6. Gas pressure gauge that is visible from the ground to indicate the presence of normal pressure.

7. Target to indicate interrupter position.

8. Two coats, 3 mils, of ANSI #70, light gray, rust and oil resistant paint.

9. Four (4) hole termination pads, capable of withstanding 200 lbs of downward force, with NEMA standard spacing.

10. Anchor bolts to mount the switcher.

11. Ratings:

Nominal Voltage -	115 kV
Insulation Level -	550 BIL
Continuous Current -	1,200 A
Momentary Current -	64,000 A
Fault Interrupting Current (min.) -	25,000 A
Maximum Interrupting Time -	6 cycles
Phase Spacing -	84 in.
Mounting Pedestal Height -	144 in.
Min. Operating Temperature -	- 40º C

B. The interrupter control cabinet shall include the following features:

1. Manual trip and close pushbuttons.

2. Mechanical position indicator

3. 240 VAC heater and thermostat.

4. 120 VAC cabinet light with door actuated switch and outlet.

5. Operation counter.

6. Local/remote selector switch.

7. 125 VDC control.

8. Auxiliary switch contacts – a minimum of eight (8) poles for customer usage.

9. ANSI #70, light gray, interior and exterior finish.

10. Attachment to the mounting pedestal.

11. Hinged door for access.

12. Relays to monitor AC and DC voltage at the interrupter. Supply Potter & Brumfield KRP relays or equal.

13. Red and green indicating lamps.

    a. Red indicating lamp shall be wired in series with the trip coil.

2.02 ACCEPTABLE MANUFACTURERS:

A. All bids will be evaluated on the basis of compliance with the Specifications, cost, delivery, and the Owners and Engineer's past experience with units manufactured by the Supplier.

B. The following list of manufacturers shall only be furnished unless written permission is obtained from the Engineer or Owner.

    1. S&C – Model 2010 – 197738-B-E12-H2-K-M-T2-V-W1-Y.

    2. Southern States – Model CSH-B

    3. Or approved equal prior to bid.

* * * END OF SECTION * * *

CIRCUIT BREAKER SPECIFICATIONS

PART 1 - GENERAL

1.01 SCOPE:

A. The Advertisement for Bids, Instructions to Bidders, Bid Form, and General Requirements of the Contract are hereby made part of this Section.

B. Work under this Section includes supplying the equipment as herein specified.

1.02 PAYMENT:

A. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.03 DRAWINGS AND MANUALS:

A. Approval drawings:

1. Submit as electronic files in AutoCAD and .pdf compatible formats via e-mail to the Engineer.

2. Drawings shall be no larger than 11 x 17 with lettering size no smaller than 0.05 in.

3. Drawings and instructions shall be submitted to the Engineer prior to manufacture of the circuit breaker.

B. Final Drawings and Images:

1. Each gas circuit breaker shall be shipped with an instruction manual including the certified factory test reports and a complete set of certified "as built" drawings, stored within a compartment in the control cabinet. As-built drawings shall include the following:

a. Nameplate drawing

b. Outline of circuit breaker and associated equipment.

c. Control schematics and wiring diagrams for all equipment.

d. Connection diagrams.

e. Outline of bushings

f. CT curves

g. Instruction books for all equipment.

2. In addition, the successful bidder shall, under separate cover, furnish two (2) paper sets and one (1) electronic .pdf and AutoCAD files of the certified as-built drawings and instruction manuals.

3. Provide maintenance schedule of all the circuit breaker components. The supplier shall furnish a complete schedule of the maintenance items. The schedule shall state how often and what steps shall be performed during maintenance.

4. Furnish all final drawings no later than 10 days following the final test of equipment.

5. Submit electronic files on a CD or via a secure cloud file sharing service.

C. All drawings, manuals, nameplates, including nameplates for auxiliary devices shall be printed in English.

1.04 REFERENCES:

A. Circuit breaker shall comply but not limited to the following documents:

1. American National Standards Institute.

2. Institute of Electrical and Electronics Engineers

3. National Electrical Code.

4. National Electrical Safety Code.

5. American Society for Testing and Materials.

PART 2 - PRODUCTS

2.01 GENERAL:

A. These specifications are intended to cover the requirements for three-phase, 60 Hertz, outdoor, SF6 gas circuit breakers. These circuit breakers shall be designed, constructed, and tested in accordance with the latest revision of all applicable ANSI/IEEE and NEMA Standards. These standards specifically are but not limited to the following standards:

IEEE C37.04	Standard Rating Structure for AC High-Voltage Circuit Breakers
ANSI C37.06	Standard for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis - Preferred Ratings and Related Required Capabilities
IEEE C37.09	Standard Test Procedure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis
IEEE C37.010	Standard Application Guide for AC High-Voltage Circuit Breakers Rated Symmetrical Current Basis
IEEE C37.011	Standard Application Guide for Transient Recovery Voltage for AC High-Voltage Circuit Breakers Rated Symmetrical Current Basis
IEEE C37.012	Application Guide for Capacitance Current Switching for AC High-Voltage Circuit Breakers Rated Symmetrical Current Basis
ANSI C37.12	Guide to Specifications for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis and a Total Current Basis
ANSI C2	National Electrical Safety Code
NEMA SG4	Alternating Current High Voltage Circuit Breakers

2.02 RATINGS:

A. For gang-operated breakers: breakers will be used for switching and protection of transmission lines and transformers. Ratings as follows:

Nominal Voltage, RMS	115 kV
Rated Continuous Maximum Voltage, RMS	123 kV
Rated Voltage Range Factor, K	1.0
Rated Continuous Current, RMS, 60 Hz	2000 A
Rated Short Circuit Current (at Rated Max. Voltage)	40 kA
Rated Interrupting Time	3 Cycles
Maximum Symmetrical Interrupting Capability, RMS	40 kA
Closing and Latching Capability, RMS	108 kA
Low Frequency Insulation Level, RMS	260 kV
Impulse Crest (BIL) Insulation Level, RMS	550 kV
Maximum Ambient Temperature	40° C
Minimum Ambient Temperature**	-40° C

** with thermostatically controlled tank heaters

2.03 CONSTRUCTION:

A. The circuit breaker shall be dead tank, three pole, single throw, and mechanically and electrically trip free.

B. The circuit breaker shall be mounted on a rigid hot dipped galvanized steel frame.

1. Breaker frame must provide minimum clearance from supporting surface to lowest live part in accordance with Section 124A1 of the NESC.

2. Breaker frame must provide minimum clearance of 8 feet 6 inches from the supporting surface to the lowest part of indeterminate voltage as defined in Section 124A3 of the NESC.

3. Breaker frame shall provide a minimum clearance of two (2) feet between the foundation and the bottoms of the control and equipment cabinets and all maintenance devices such as valves, gauges, etc.

4. Breaker frame shall provide a maximum height of 7 feet 0 inches to the top of the control and equipment cabinets when measured from the top of the foundation.

C. The circuit breaker shall include provisions for lifting the assembled breaker.

D. The aluminum SF6 phase tanks shall be horizontal cylindrical construction with aluminum end covers, aluminum flanged bushing mounting openings, and aluminum CT covers.

E. The bushings shall be ANSI #70, light gray porcelain and shall be equipped with NEMA 4-hole flat vertically mounted aluminum terminal pad.

F. The breaker housing shall be permanently marked near each bushing with the bushing identification 1, 3, 5 and 2, 4, 6.

G. The external finish for the breaker, including accessories shall be unfinished aluminum except for the painted control cabinet and galvanized frame.

H. All painted surfaces shall be prepared according to acceptable industry standards for surface preparation. The paint shall be oil & rust resistant and a minimum of two coats, 3 mils total thickness, applied.

I. A plainly visible, mechanical position indicator showing actual position of the main circuit breaker contacts shall be provided. The position indicator shall be visible while standing on the ground with the control cabinet door closed.

J. Provisions for travel recorder and mounting device.

K. The circuit breaker shall include a mechanical closing device and any special tools required for slow closing of operator for maintenance.

L. Two copper or stainless steel faced ground pads shall be provided at diagonally opposite corners of the circuit breaker frame. An additional ground pad shall be located on the exterior of the control cabinet and be connected to the internal cabinet ground bar. Each ground pad shall be designed for NEMA 2 hole pad, ½" X 13 UNC, grounding connection.

M. Provide sufficient quantity of gas to fill each breaker, provided in refillable, non-returnable, gas cylinder for SF6 transport and storage.

N. All necessary SF6 high and low pressure gauges, cut-off sampling and filling valves, and travel switches shall be clearly identified. Alarm contacts shall be included for each monitoring device. There shall be a method to permit visual monitoring of the SF6 gas system pressure.

O. The circuit breaker shall have a conveniently located external emergency trip handle which trips the breaker and operates a switch that prevents electrically closing of the breaker until after the switch has been manually reset. Trip handle shall be red in color. Critically low SF6 must prevent this device from tripping the breaker, and the trip handle shall have a protective cover to prevent inadvertent operation.

P. The following dry contact closure alarms shall be wired to the terminal block for Owner's use:

1. For any condition that requires immediate maintenance
2. For any condition that leads to blocking of tripping
3. For any condition that causes blocking of tripping
4. Spring not fully charged condition, time delayed to allow for normal spring charging operation without alarming.
5. SF6 tank heater failure

Q. The circuit breaker and accessories shall be designed to withstand seismic Zone 1 stresses as defined in the Uniform Building Code and in accordance with IEEE 693-1984, 'IEEE Recommended Practices for Seismic Design of Substation'.

2.04 INTERRUPTERS:

A. The stationary and movable contacts shall be easily changed out when tanks are opened.

2.05 OPERATING MECHANISM:

A. The mechanism shall be compression spring stored energy type, and shall be equipped with anti-pumping control features. Shall have means to prevent overcharging of spring and insufficiently charged springs from attempting a close operation. Shall have mechanical indication that the spring is charged, not fully charged, or discharged if applicable.

B. The spring operators must be in compliance with applicable ANSI standards covering the spring operating mechanism and associated breaker. The breaker must also be capable of an open - close - open operation without recharge from motor.

C. The breaker must be capable of the ANSI standard reclosing duty cycle. One immediate reclose operation will be followed by a series of close operations, each delayed by 15 seconds.

D. SF6 pressure switches shall be installed to keep the system within normal pressures, to prevent closing and tripping during critically low pressure, and to provide a two-stage low pressure alarm for Owner's use.

2.06 CURRENT TRANSFORMERS:

A. Each circuit breaker shall be equipped with two (2) bushing current transformers per bushing. Taps of the current transformers shall be in accordance with NEMA SG4, Table 3-5. Current transformer ratings shall be as identified below:

115 kV breaker:

Bushing Number	CTs per Bushing	Ratio	Rating Factor	Accuracy Class
1, 3, 5	2	2000:5 MR	2.0	C-800
2, 4, 6	2	2000:5 MR	2.0	C-800

B. All leads of all current transformers shall be wired to shorting type terminal blocks in the control cabinet. All current transformer wiring shall be #10 AWG (minimum) switchboard wire. All switchboard wire shall be XL insulated, stranded wire, type SIS.

C. A separate, plainly marked, shorting type terminal block shall be installed for each current transformer and shall contain four brass screws per terminal block.

D. Full winding CT grounding wiring shall be installed on the CT side of the shorting terminal blocks. Grounding screws shall be installed on the shorting blocks. The opposite side of the shorting terminal block shall be left open for Owner's external connections.

E. Weather-proof conduits and fittings shall be used for all leads from the current transformers to the control cabinet.

2.07 CONTROL CABINET:

A. The operating mechanism/control cabinet shall be rated NEMA 3S, dust tight, rain tight, and sleet and ice proof with a three point latching mechanism.

B. An operating handle shall be furnished on the exterior of the cabinet doors for latching and unlatching the doors and shall have provisions for padlocking.

C. The control cabinet shall be painted ANSI #70 gray on the outside and white on the inside.

D. The cabinet shall contain, as a minimum, the following equipment:

1. Operating mechanism, including gauges, pressure switches and alarms.

2. Removable conduit plate of sufficient area to bring in conduits.

3. Auxiliary switch with at least ten (10) "a" contacts and ten (10) "b" contacts for Owner's use.

4. A positive temperature coefficient heater to minimize condensation. Provide PTC2, or equal.

5. Mechanical operation counter.

6. Low SF6 pressure lockout auxiliary relays for each trip circuit. The control circuit(s) for blocking of tripping for interrupter low SF6 gas pressure shall be redundant and independently powered from the trip circuit 1 and trip circuit 2 DC sources. The loss of one trip circuit DC source shall not prevent the control circuit(s) from blocking tripping in trip circuit 1 or trip circuit 2. The control circuit for blocking of closing for interrupter low SF6 gas pressure shall be powered from the closing circuit source.

7. Local trip and close push buttons shall be provided in the circuit breaker.

8. Dual 125 VDC trip coils.

9. All necessary SF_6 high and low pressure gauges, cut-off and filling valves, and travel switches shall be mounted in the control cabinet and clearly identified. Alarm contacts shall be included for each monitoring device.

10. Terminal blocks for all alarms, auxiliary switches, customer contacts, and A.C. and D.C. supply voltages. All blocks shall be easily accessible, and shall be clearly marked.

11. Terminal blocks for customer control connections shall be General Electric type EB-25, no equal, and for current transformer connections shall be General Electric shorting type EB-27, no equal. Provide a minimum of 25% spare terminals.

12. Separate fused knife switches for control circuits, heater circuits, and motor circuits.

13. All wiring in the cabinet shall be neat in appearance. All connectors used for terminating control and secondary wiring shall be full circle lugs with seamless barrels and uninsulated, visible crimping. The size of the cabinet shall be large enough, to permit easy access to all parts and terminal blocks.

14. Duplex 120 VAC, 20-amp, GFCI outdoor weatherproof convenience outlet shall be furnished on the outside of the control cabinet.

15. Mechanism housing light with door switch. Light shall automatically come on when door is open and automatically turn off when door is closed.

16. All contacts furnished for customer use shall be rated for 125 VDC.

17. The operating mechanism motor shall be 120 volts single phase AC/125 volts DC universal motor with AC/DC transfer switch.

18. General purpose relays for remote indication of the "Loss of DC Power" or "Loss of AC Power". Provide one relay for the DC charging motor circuit, the DC close circuit, and each DC trip circuit. Provide one relay for the AC power circuit. The relays shall be located on the load-side of the input fuses. General purpose relays shall be Potter & Brumfield type KRP or equal.

E. Control and auxiliary circuits shall be wired with #14 AWG (minimum) switchboard wire. Switchboard wire shall be as specified in Section 2.06.B.

F. The pressure switches, relays, switches, fuses, terminal blocks, gauges, etc., shall be clearly marked with the designation given to them on the drawings.

G. Trip circuits shall be wired to easily configure the circuit breakers to auto trip or block trip on a low SF6 lockout condition with the addition or removal of a jumper wire. Auto trip shall be disabled by default on a low SF6 lockout condition.

2.08 CONTROL POWER:

A. Control power shall be ungrounded 125 VDC. All equipment, coils, and contacts shall be capable of being operated at 140 VDC when the station battery is being equalize charged.

2.09 AUXILIARY POWER:

A. All Auxiliary Power Equipment shall be single phase and will be supplied from a 120/240 VAC source.

2.10 ACCEPTABLE MANUFACTURERS:

A. All bids will be evaluated on the basis of compliance with the Specifications, cost, delivery, and the Owners and Engineer's past experience with units manufactured by the Supplier.

B. The following list of manufacturers shall only be furnished unless written permission is obtained from the Engineer or Owner.

1. GE (Alstom)

2. Hitachi Energy

3. Mitsubishi

4. Siemens

5. Or approved equal prior to bid.

* * * END OF SECTION * * *

MATERIAL AGREEMENT

THIS AGREEMENT made as of ____, 2024 between ________________(hereinafter called the "Supplier"), and **City of Madison, South Dakota** (hereinafter called the "Owner"),

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named agree as follows:

1.01 SCOPE OF WORK.

A. The Supplier agrees to sell and deliver to the Owner and the Owner agrees to purchase and receive from the Supplier equipment in strict accordance with the documents entitled "**Furnishing 115 kV Circuit Switcher and 115 kV Circuit Breaker – Green & Southeast Substations**" for the City of Madison, South Dakota.

1.02 THE CONTRACT DOCUMENTS.

A. The Contract Documents shall consist of this written Agreement, Bid Form, Advertisement for Bids, Instructions to Bidders, Addendums issued numbers ____, Insurance Policies and Certificates, General Requirements, Performance Bond, drawings and specifications, tests and engineering data, approved change orders, Supplier's Requests for Payment, and all addenda issued by the Owner prior to the awarding of the Contract (collectively, the "Contract Documents"). All of the Contract Documents listed in this Material Agreement are hereby incorporated by this reference as fully as if they were set out in this Agreement in full, all of which documents and instruments are incorporated by the signature of the parties hereto.

1.03 TIME OF COMPLETION.

A. The work to be performed under this contract shall be commenced upon execution of this Agreement. Material shall be fully delivered by _________*[To be updated with Supplier's guaranteed delivery date]*.

1.04 THE CONTRACT SUM.

A. The Owner shall pay the Supplier for the equipment, in current funds: The Owner shall pay to the Supplier for performance of the work encompassed by this Agreement, and the Supplier will accept as full compensation therefore the lump sum of $______ ________, subject to adjustment as provided by the Contract Documents, to be paid by progress payments in cash or its equivalent in the manner provided for in the Contract Documents.

1.05 PAYMENT.

A. Payment to the Supplier will be made on the basis of one hundred percent (100%) of the base bid within thirty (30) days of receipt of the materials in acceptable condition and associated invoice.

1.06 TERMINATION.

A. This Agreement may be terminated by either party upon seven (7) days written notice should the other party breach the terms of this Agreement and, that party fails to initiate and diligently pursue a cure to such breach within the seven (7) day period after receiving such written notice.

1.07 ASSIGNMENT.

A. The Supplier shall not assign all of his rights or obligations under this Agreement without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Supplier shall remain liable for the performance of the work under this Agreement.

1.08 PARTIAL INVALIDITY.

A. If any provisions of this Agreement are in violation of any statute or rule of law of the State of South Dakota, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

1.09 WAIVER.

A. No waiver of any breach of any one of the agreements, terms, conditions, or covenants of this Agreement by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition, or covenant of this Agreement. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Supplier to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

1.10 ENTIRE AGREEMENT.

A. The within Agreement, together with the Contract Documents, constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.

1.11 COUNTERPARTS.

A. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

1.12 GOVERNING LAW.

A. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Lake County, State of South Dakota or the United States District Court for the State of South Dakota. This transaction shall be governed by the laws of the State of South Dakota.

1.13 INSURANCE REQUIREMENTS.

A. The Supplier shall secure and maintain such insurance policies as specified in the General Requirements of this Contract.

1.14 NOTICES.

A. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:	If to Supplier:
City of Madison	
116 W Center Street	
Madison, SD 57042	

1.15 RISK OF LOSS.

A. Risk of loss of the Equipment shall remain with Supplier until the Equipment has been unloaded, inspected, and accepted by the Owner or Owner's Representative, at which time risk of loss shall pass to Owner. Notwithstanding the foregoing, if Owner rejects the Equipment as non-conforming, risk of loss of the Equipment shall be and remain with Supplier until Supplier corrects the non-conformity or Buyer accepts the Equipment.

1.16 LIQUIDATED DAMAGES.

A. Supplier and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Substantial Completion: Contractor shall pay Owner $250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

City of Madison, South Dakota	
Owner	Supplier
Sign: ______________________	Sign: ______________________
Print: ______________________	Print: ______________________
ATTEST	ATTEST
Sign: ______________________	Sign: ______________________
Print: ______________________	Print: ______________________

Integrated Resource Plan

Prepared for
Heartland Energy
Integrated Resource Plan Cooperative
Small Customer Plan Cooperative

June 2024

Contents

Introduction

Heartland Consumers Power District (dba Heartland Energy) is a public corporation and political subdivision of the state of South Dakota. It was created in 1969 under the Consumers Power District Law. Heartland's purpose is to supply electric energy and encourage and extend its use both within and outside the state of South Dakota. Heartland is empowered by the Consumers Power District Law to finance, own and operate anywhere, singly or jointly, any electric light and power plants, lines or systems for the generation, transmission or transformation of electric power and energy. Heartland is also authorized to sell, transmit, and deliver electric power and energy at wholesale to distributors within and outside the boundaries of South Dakota.

Heartland is governed by an eleven-member board of directors. Directors are elected on a non-partisan basis in the general election for terms of six years, representing a designated subdivision within the district. Heartland's original nine subdivisions were established in 1969 and include virtually all rural areas of the 36 counties in eastern South Dakota. The cities of Groton, Madison, Volga, Arlington, Howard, Miller and Plankinton, South Dakota later elected to be annexed into the district. Two new subdivisions were created to accommodate the new territory.

Heartland has entered into power sales agreements to supply firm power and energy to nineteen municipal electric systems in South Dakota, six in Minnesota, three in Iowa, and one in Nebraska. Heartland has also contracted with the State of South Dakota to provide similar service to six state institutions including South Dakota State University, University of South Dakota, Northern State University, South Dakota State Training School, South Dakota Human Services Center and Mike Durfee State Prison. Heartland also serves a portion of the needs of North Iowa Municipal Electric Cooperative Association (NIMECA), based in Humboldt, Iowa through a contract sales arrangement.

The primary source of electric power and energy utilized by most Heartland customers is the hydropower generated at the six federal dams on the Missouri River. Western Area Power Administration (WAPA), an agency of the U.S. Department of Energy, markets this resource. In 1977, WAPA allocated its maximum availability of federal hydropower among its customers. The load growth of communities with WAPA resources after 1977 thereby produced a need for supplemental electric power and energy, now supplied by Heartland.

Some of Heartland's customers do not have a hydropower allocation from WAPA.

New Ulm Public Utilities, a Heartland customer and member of the Heartland IRP Cooperative, has a power supply arrangement unique among other IRP Cooperative members. New Ulm's power supply includes a fixed federal hydropower allocation from WAPA, a fixed supply of power and energy from Heartland, and then relies on its own capacity resources and market energy purchases from the Mid-Continent Independent System Operator (MISO) to meet its load requirements.

The power and energy Heartland supplies to its customers is generated by a diverse mix of resources including coal-fired, fuel oil and wind generation. This resource mix includes an ownership entitlement, through membership in the Public Power Generation Agency (PPGA), in Whelan Energy Center Unit 2 (WEC2). PPGA is an interlocal agency established under Nebraska law. PPGA owns and operates WEC2, a 220MW coal-fired unit located near Hastings, Nebraska.

Other components of Heartland's resource mix include an exclusive purchased power agreement for the entire output of the 51 MW Wessington Springs Wind Energy Center (WSWEC), operated by Next Era Energy Resources and located near Wessington Springs, South Dakota. Heartland meets the rest of its power supply requirements through short-term market purchases and power supply contracts with area utilities in the MISO and Southwest Power Pool (SPP) regions.

Integrated Resource Plan Cooperative

Heartland and its customers, that were also WAPA customers, formed an Integrated Resource Plan (IRP) Cooperative in 1996 as permitted in paragraph (c), section 2 of 905.12 Submittal Procedures of Part 905 – Energy Planning and Management Program. Heartland, acting as an IRP Cooperative on behalf of its customers, submitted and updated an IRP as required by WAPA. The original IRP was approved, and each subsequent update has also been approved by WAPA.

Heartland submits this Cooperative Integrated Resource Plan on behalf of the customers listed below:

Heartland Customers in the Integrated Resource Plan Cooperative:

Madison, South Dakota
Volga, South Dakota
New Ulm Public Utilities Commission
Sioux Falls, South Dakota
Valentine, Nebraska

All customers included in the IRP Cooperative are municipal utilities. Please see Appendices A and B for detailed information on each Heartland customer included in the IRP Cooperative.

Small Customer Plan Cooperative

Heartland and its customers became aware of the Small Customer Plan (SCP) alternative established under WAPA's May 1, 2000 amendment to the IRP regulations. After review of previous purchases and sales data, Heartland identified several customers that qualified for eligibility in the SCP alternative. Heartland requested and received approval from WAPA to create a SCP Cooperative in July of 2007.

Although a formal 5-year IRP plan is not required for the SCP Cooperative, Heartland includes all customers in its resource planning process. Thus, the SCP Cooperative customers are included in this IRP and this plan will be referenced in annual SCP reports and updates.

Heartland Customers in the Small Customer Plan Cooperative:

Arlington, South Dakota	Aurora, South Dakota
Bryant, South Dakota	Colman, South Dakota
Estelline, South Dakota	Groton, South Dakota
Hecla, South Dakota	Howard, South Dakota
McLaughlin, South Dakota	Miller, South Dakota
Parker, South Dakota	Plankinton, South Dakota
Tyndall, South Dakota	Wessington Springs, South Dakota
White, South Dakota	Langford, South Dakota
Tyler, Minnesota	Akron, Iowa
Auburn, Iowa	

All customers included in the SCP Cooperative are municipal utilities. Please see Appendices D and E for detailed information on each Heartland customer included in the SCP Cooperative.

Load Forecast

The first step in developing the resource plan is preparing a long-range demand and energy forecast. Heartland has developed and is constantly updating and refining multiple long-range forecasts for both resource planning and financial planning purposes. Heartland's load and resources are split amongst two Regional Transmission Organization's (RTOs): Mid-Continent Independent System Operator (MISO) and Southwest Power Pool (SPP). Due to this split, Heartland forecasts loads and plans resources separately for each RTO.

Heartland's load forecasts are based on an econometric model that considers multiple variables including weather data, market price data and population data, along with local and national economic indicators. Multiple iterations of regression analysis are completed for each forecast to determine what variables should be included to produce the most accurate and reasonable model. The results of the regression analysis and future variable projections were used to produce a net energy forecast for each year. Adjustments were made where necessary to account for project-based future new load increases (outside of historical growth projections).

Base case forecasts are weather normalized and based on a 50/50 weather model. In a 50/50 model, future weather is assumed to be at historical average levels based on degree day analysis. High and low load forecast cases are based on 90/10 weather models along with a range of values for future project-based load increases.

Peak demand forecasts are developed from the econometric energy forecasts based on historical monthly and annual load factor data.

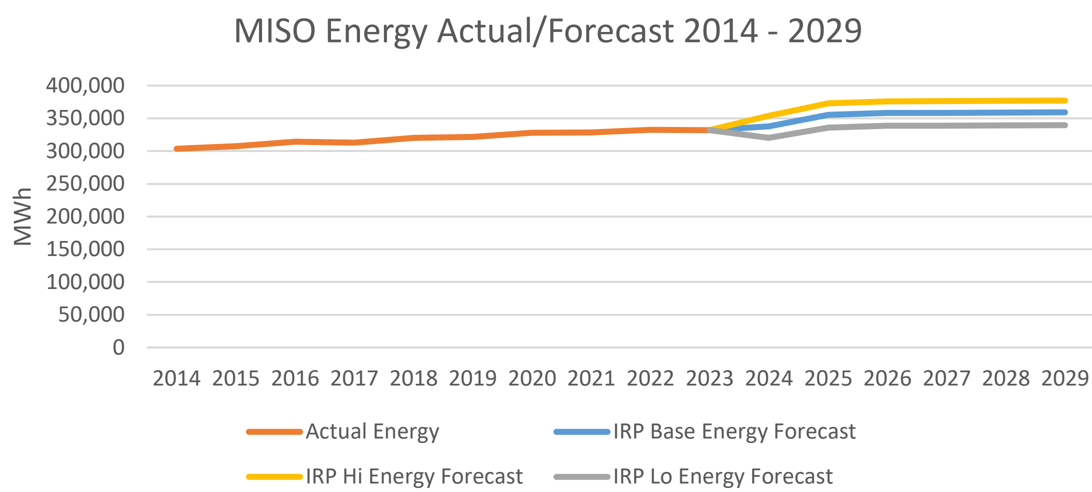


Figure 1: Heartland MISO Energy History and Forecast

Figure 1 is a plot of the historic energy usage of Heartland customers within the MISO RTO for the period of 2014 – 2023 along with a range of energy forecasts for 2024 – 2029. Heartland customer aggregate energy use in MISO is expected to increase from 337 GWH in 2024 to 359 GWH in 2029. Most of this increase is due to a large industrial project in one of our customer communities. Outside of this one project, long-term energy growth in Heartland's MISO communities has been relatively stable at approximately 1.1% annually.

When planning power supplies Heartland does consider a range of possible load forecasts, which are reflected in the high and low forecast cases shown in Figure 1. The high and low cases consider both more extreme weather conditions (90/10 forecast) along with varying levels of project-based load growth. Future resource needs are planned based on the base forecasts but do consider a range of load levels reflective of the trends in Figure 1.

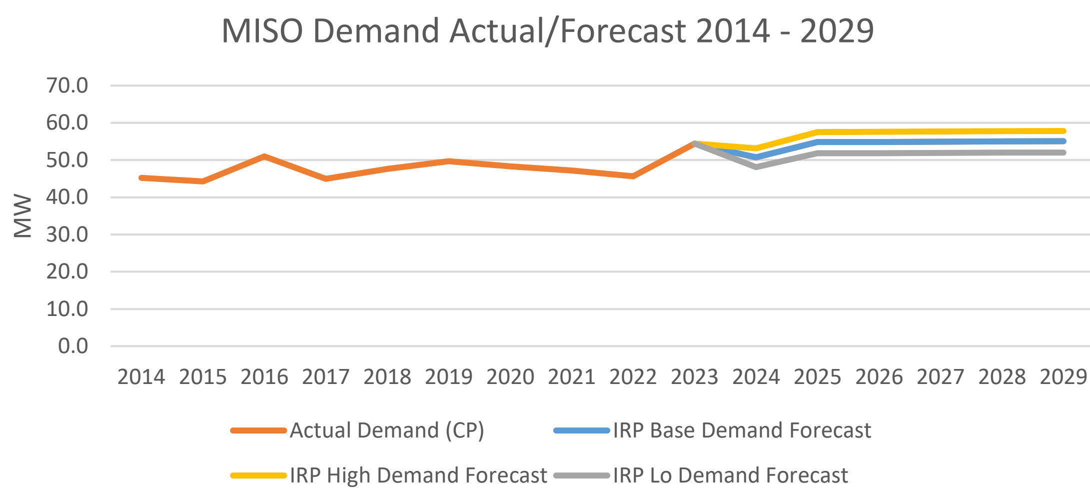


Figure 2: Heartland MISO Demand History and Forecast

Figure 2 is a plot of historic peak demand of Heartland customers within the MISO RTO for the period of 2014 - 2023 along with peak demand forecasts for 2024 – 2029. Heartland customer aggregate peak demand in MISO is expected to increase slightly from 50.7 MW in 2024 to 55.1 MW in 2029. This increase is in line with energy projections that show a relatively small amount of load growth during the IRP period outside of the large industrial project in 2024/25.

The base forecast results in a compound annual growth rate in the peak demand forecast of approximately 0.29 percent for Heartland customers throughout the IRP planning period of 2024 - 2029. When planning power supplies Heartland does consider a range of possible load forecasts, which are reflected in Figure 2. Future resource needs are planned based on the base forecast but do consider a range of load levels reflective of the trends in Figure 2.

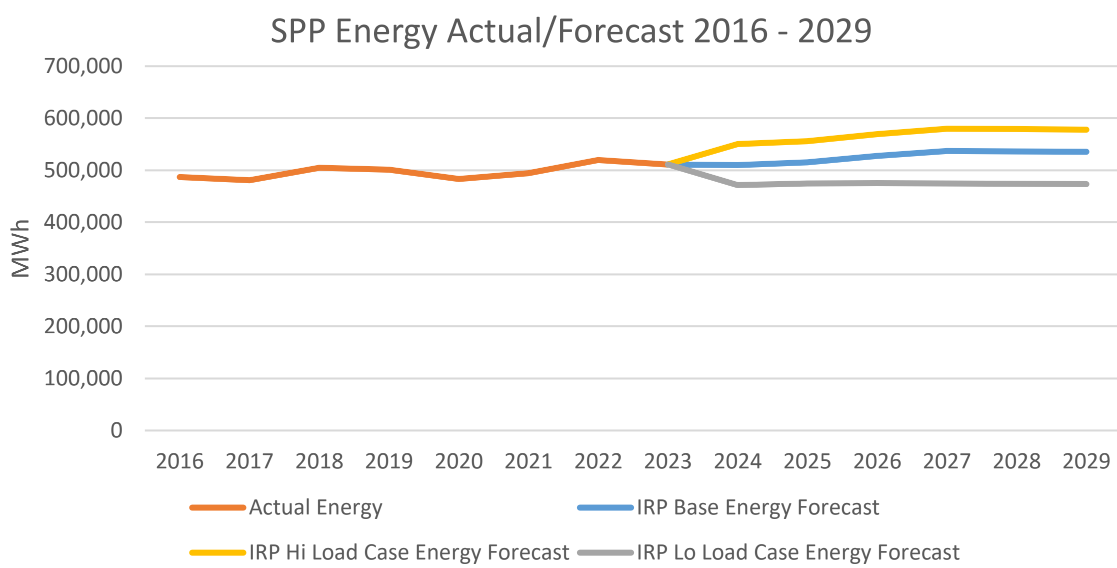


Figure 3: Heartland SPP Energy History and Forecast

Figure 3 is a plot of historic energy use for Heartland customers within the SPP for the period of 2016 – 2023 along with a range of energy forecasts for 2024 – 2029. In the base case, Heartland customer aggregate energy use in SPP is expected to increase from 510 GWH in 2024 to 536 GWH in 2029. This increase in energy usage over the planning period is representative of long-term load trends collectively in Heartland customer communities along with the addition of project-based load growth over the IRP period. The base forecast results in an energy use compound annual growth rate of approximately 0.9 percent for Heartland customers throughout the IRP planning period of 2024 - 2029.

When planning power supplies Heartland does consider a range of possible load forecasts, which are reflected in the high and low forecast cases shown in Figure 3. The high and low cases consider both more extreme weather conditions (90/10 forecast) along with varying levels of project-based load growth. Future resource needs are planned based on the base forecasts but do consider a range of load levels reflective of the trends in Figure 3.

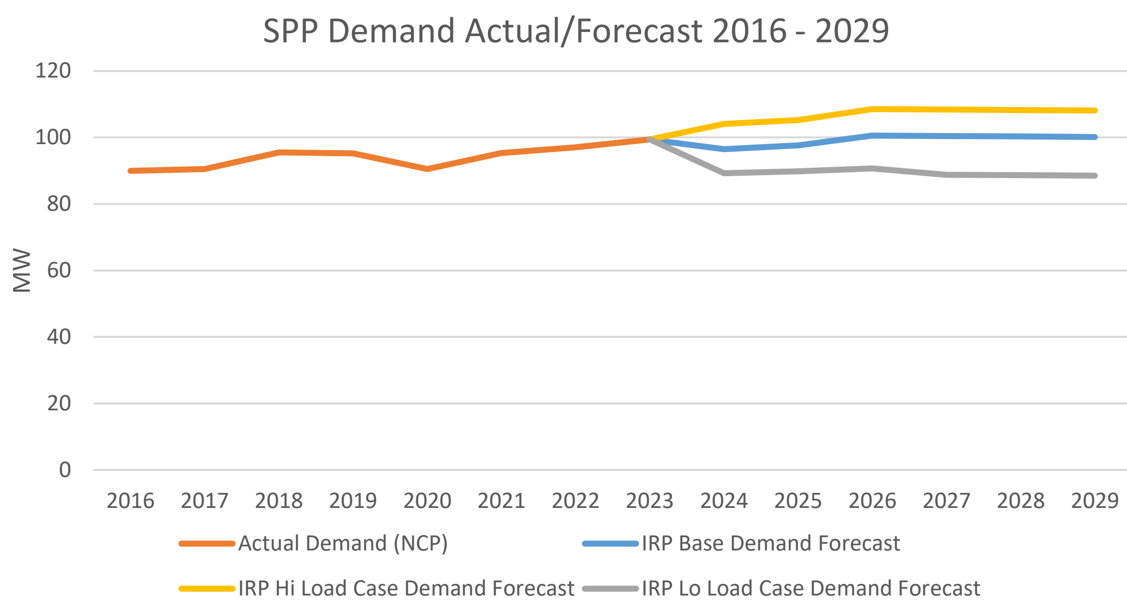


Figure 4: Heartland SPP Demand History and Forecast

Figure 4 is a plot of historic peak demand for Heartland customers within the SPP RTO for the period of 2016 – 2023 along with peak demand forecasts for 2024 – 2029. In the Base case forecast, Heartland customer aggregate peak demand in SPP is expected to increase from 96.5 MW in 2024 to 100.1 MW in 2029. As with the energy forecast, this moderate reduction is representative of long-term load trends collectively in Heartland customer communities along with some project-based load growth during the IRP period. The base forecast results in a compound annual growth rate in the peak demand forecast of approximately 0.8 percent for Heartland customers throughout the IRP planning period of 2024 - 2029.

As with the SPP energy forecasts, Heartland considered multiple load forecast cases that consider the possibility of additional industrial load in customer communities along with extreme weather scenarios. The demand forecast results of both high and low growth cases can also be seen in Figure 4. As with the energy forecasts, these growth cases show a range of possibilities in SPP customer demand over the IRP period.

In development of its load forecasts, Heartland created an econometric model that considered several possible variables including weather data, market price data, population data, and local economic indicators. Historical and forecast data was gathered from various sources for all variables along with load history. Data was inspected and manipulated, if necessary, to remove any statistical outliers.

A regression analysis was then done to determine the overall accuracy of the model along with statistical significance of each variable. Multiple iterations of the regression analysis were completed for each forecast to determine what variables should be included to produce the most accurate model. The results of the regression analysis and future variable projections were used to produce a net energy forecast for each year. This annual net energy forecast was distributed into monthly values (where necessary) by using an average monthly distribution calculated from historical data.

To forecast a peak demand, an annual load factor (calculated from historical load data) was applied to the annual net energy forecast. A monthly peak demand was calculated by using an average monthly distribution calculated from historical data. Demand response, energy efficiency, and/or behind-the-meter (BTM) customer generation are not considered independent of the load forecast. All Heartland's base forecasts are weather normalized. Heartland's load forecasts have historically been quite accurate, usually within +/- 2%.

Supply Side Resource Summary

Heartland customers have a diverse mix of resources including hydro-electric generation served by Western Area Power Administration (WAPA). The WAPA power is provided through customer allocations of hydro-electric power supplied by the six federal dams of the Missouri River. Customer allocations from WAPA for 2024 equal approximately 64 MW and 344 GWH. In most cases, Heartland is responsible for supplying any power needed by these customers in excess of their allocation.

The power and energy Heartland supplies to its customers is generated by a diverse mix of resources including coal-fired, fuel oil, and wind generation. This resource mix includes an ownership entitlement, through membership in the Public Power Generation Agency (PPGA), in Whelan Energy Center Unit 2 (WEC2). PPGA is an interlocal agency established under Nebraska law. PPGA owns and operates WEC2, a 220 MW coal-fired unit located near Hastings, Nebraska.

Heartland holds an entitlement share of 80 MW from WEC2 through its participation in PPGA. Heartland has sold 20 MW of capacity and energy from its 80 MW share to North Iowa Municipal Energy Cooperative Association (NIMECA) since WEC2's commercial operation date. The contract will continue through the entire life of WEC2.

Another component of Heartland's resource mix includes an exclusive purchase power agreement for the entire output of the 51 MW Wessington Springs Wind Energy Center (WSWEC), operated by NextEra Energy Resources and located near Wessington Springs, South Dakota. Heartland sells a 10 MW share of its entitlement of WSWEC, through 2039, to Municipal Energy Agency of Nebraska (MEAN).

Heartland also contracts with a portion of its customers for the output of local generation capacity. These generators currently consist of approximately 28 MW of fuel-oil fired reciprocating engine generators in four customer communities. Twenty-four MW of this capacity is part of the MISO RTO located in the communities of Madelia, Lake Crystal, and Truman, MN. An additional 3. 6 MW is part of the SPP RTO located in Wessington Springs, SD. These contracts have varying terms and lengths, and quantities do vary during the IRP planning period.

Heartland meets the rest of its power supply requirements through short-term market purchases and power supply contracts with area utilities in the MISO and SPP regions. The terms of these purchase and sales contracts vary and are made to balance Heartland's resource portfolio with the goal of increasing resource diversity and mitigating financial risks.

In addition to its federal hydropower allocation and supply from Heartland, New Ulm Public Utilities Commission (New Ulm) relies on its own local capacity along with energy purchases from the MISO market to complete its power supply portfolio. New Ulm's owned capacity includes 51 MW of fuel oil fired combustion turbine generation and 21 MW of natural gas fired steam turbine generation.

Heartland currently serves customers in the MISO and SPP RTOs separately with different resources located in each respective RTO. Heartland customers in both MISO and SPP utilize their WAPA hydropower allocations to meet load requirements in their specific RTO. In addition, Heartland utilizes WEC2 and WSWEC, along with customer generation, to meet its needs in SPP. In MISO, Heartland utilizes customer generation, along with capacity and energy purchases to meet its needs.

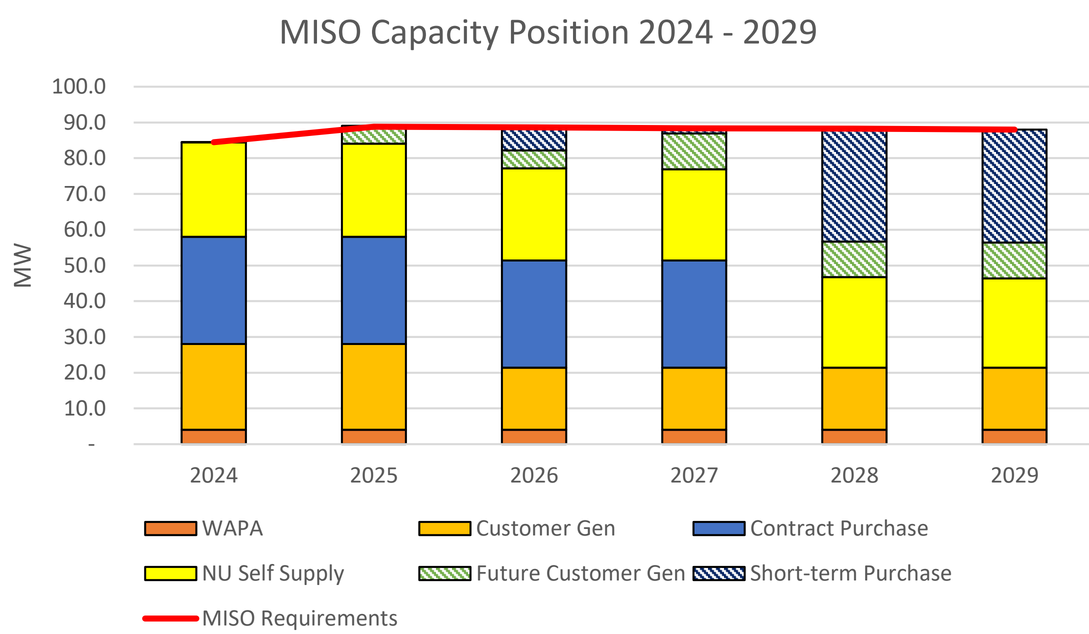


Figure 5: Heartland MISO Supply-Side Resources

Figure 5 is a plot of Heartland's MISO supply side capacity resource plan, overlaid with forecasted demand plus reserve requirements for the years 2024 – 2029. The plan plotted above is an annual snapshot of Heartland's requirements in MISO. The seasonal resource adequacy construct implemented by MISO has impacted Heartland's resource planning process and is considered in the IRP plan. The annual values shown in Figure 5 represent the highest seasonal need in MISO for Heartland. In the MISO RTO, Heartland's highest seasonal requirements and resource need come in the summer season.

The solid bars in Figure 5 (WAPA, Customer Gen, Contract Purchase, and NU Self Supply) represent resources that are currently contracted and available for Heartland's use. The hatched bars in Figure 5 (Future Customer Gen and Short-term Purchase) are resource additions/contracts that are planned during the IRP period.

Outside of contracted resources, Heartland has an increasing need for MISO capacity starting in 2025 through the end of the planning period in 2029. This need increases from approximately 5 MW in 2025 to 40 MW in 2028 and 2029. Resource needs beyond the IRP planning period are less certain due to contractual uncertainties.

Due to these unknowns, Heartland will use multiple options to meet its future resource needs during the IRP planning period and beyond. To meet resource needs starting in 2025, Heartland plans to contract for additional BTM generation located within Heartland customer's service territories. This BTM generation is expected to provide an additional 5 MW of capacity in 2025 and 2026 and increase to 10 MW in 2027 and beyond.

Due to resource need uncertainties in 2030 and beyond, Heartland intends to utilize a short-term capacity purchase(s) to meet its remaining resource needs during the IRP planning period. This purchase would primarily meet the additional 30 MW resource need in 2028 and 2029.

Additional short-term purchases would also potentially be used to meet any additional needs during the planning period. These needs could be driven by additional load growth modeled in the forecast high load growth case or any unexpected changes in seasonal requirements. It is expected that any additional needs would be less than 5 MW in any year of the planning period.

Heartland has strategically chosen to utilize short-term bilateral arrangements to meet MISO resource needs. This decision is based on the extreme volatility seen in the MISO PRA auction clearing prices over the past 3 – 4 years, along with an expectation of high auction prices in the future due to a tightening capacity position within MISO overall.

Outside of the future contractual uncertainty mentioned previously, Heartland does expect a need for an additional 10 – 20 MW of long-term capacity in MISO beyond the current IRP planning period. Based on this need, Heartland will begin a long-term resource planning process in MISO to address this need. The availability and timing of these potential future resources could impact Heartland's need at the end of the IRP planning period.

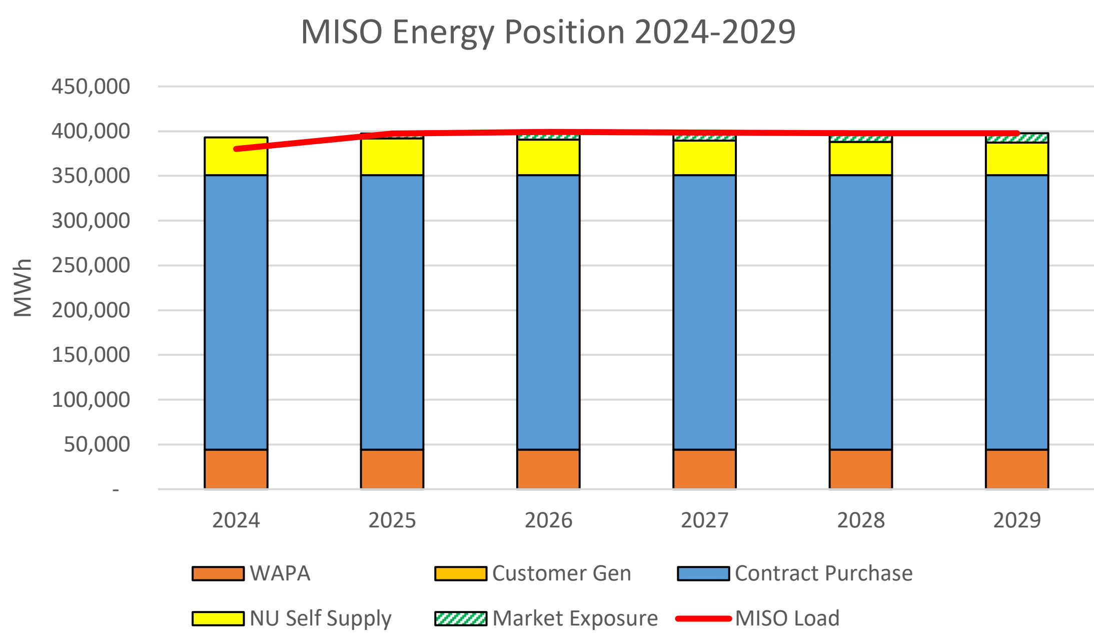


Figure 6: Heartland MISO Energy Resources

Figure 6 is a plot of Heartland's supply side energy resource plan in MISO, overlaid with forecasted energy usage, for the years 2024 – 2029. Unlike its capacity position during the planning period, Heartland's energy position is well hedged over the entirety of the period. In addition to customers' WAPA allocations and a portion of self-supply from New Ulm Public Utilities, Heartland has contracted with a third party for most of its energy needs with a firm contract through 2029.

Outside of these firm energy resources, Heartland's market exposure is expected to be less than 10 GWh in any year of the planning period. This exposure represents less than 2% of Heartland's total energy needs (around 400 GWh annually) through 2029.

As with Heartland's capacity needs, future energy needs beyond the IRP planning period are unknown due to contract uncertainties. Regardless of these uncertainties, Heartland will have a need for additional energy resources in 2030 and beyond. Based on this need, Heartland intends to address this need within the long-term resource planning process mentioned above.

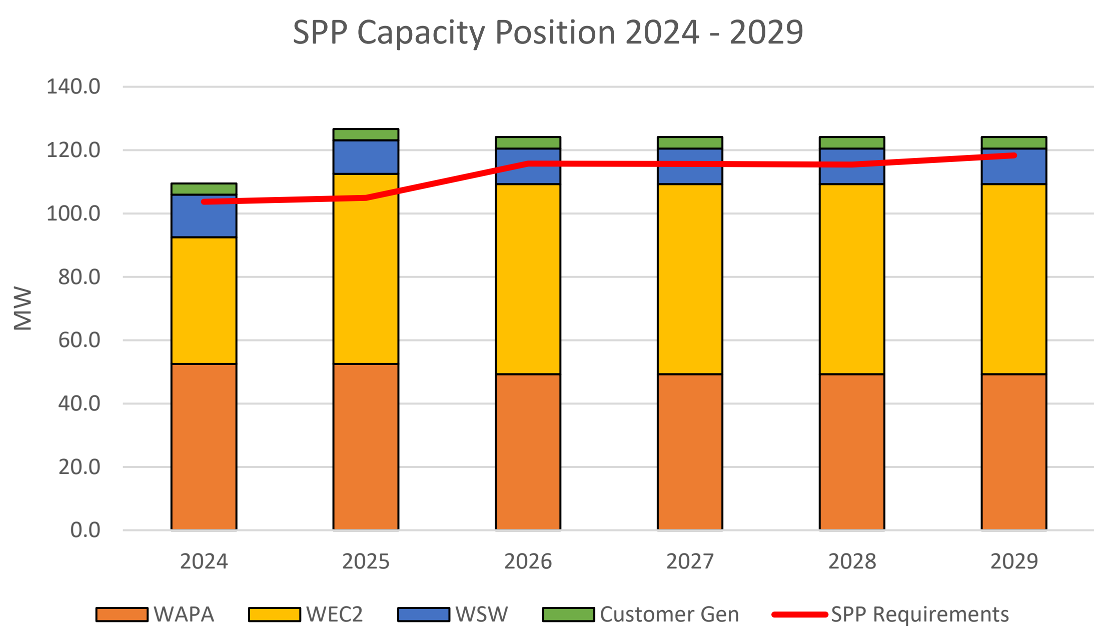


Figure 7: Heartland SPP Supply-Side Resources

Figure 7 is a plot of Heartland's SPP supply side capacity resource plan, overlaid with forecasted demand and reserve requirements for the years 2024 – 2029. Heartland anticipates having adequate resources to meet its SPP capacity requirements during the entire IRP planning period. Heartland relies on 3 primary resources to meet its needs in SPP. These include customers' WAPA hydropower allocations (52 MW), WEC2 (60 MW), and WSWEC (11 MW). In addition, Heartland also contracts for approximately 4 MW of BTM fuel-oil generation in SPP.

In line with MISO, SPP is currently in the process of updating its Resource Adequacy process to implement both a performance-based accreditation (PBA) approach for resources and a seasonal resource adequacy construct. SPP's proposed construct will be a 2-season system focusing on the summer and winter seasons. The impacts of both the currently proposed PBA system and seasonal RA construct are included in Heartland's IRP plan.

As with MISO, the annual values shown in Figure 7 reflect the highest seasonal need in SPP for Heartland. In the SPP RTO, Heartland's highest seasonal requirements and resource need will shift from the summer season in 2024 – 2025, to the winter season in 2026 - beyond. This is primarily due to the impact of higher winter planning reserve margins expected in SPP upon implementation of a winter season PRM requirement in 2026. Heartland expects to have 5 – 10 MW of surplus resource in SPP in all years of the planning period. Heartland will market any additional capacity resource on a short-term basis in SPP to the financial benefit of its customers.

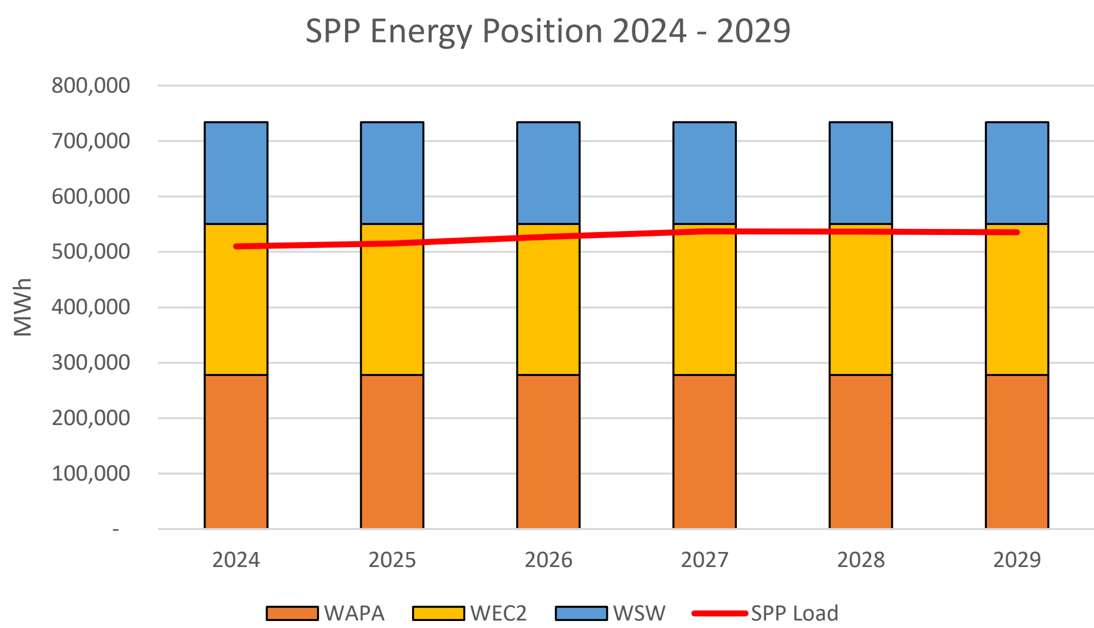


Figure 8: Heartland SPP Energy Resources

Figure 8 is a plot of Heartland's supply side energy resource plan in SPP, overlaid with forecasted energy usage, for the years 2024 – 2029. Energy available from resources can change annually due to market dispatch of resources, scheduled maintenance outages, and contract sales already in place. As can be seen in the plot, Heartland has adequate energy resources to meet customers' needs for all years in the planning period. In times when excess energy is available, it is marketed and sold in regional energy markets or through short-term bilateral contracts.

Heartland continues to consider all adverse environmental effects of the process of generating and delivering energy to end-use customers. As part of this commitment to the environment, Heartland and its customers purchase the entire output of the WSWEC. This project contributes approximately 185 GWH of clean and renewable energy to Heartland's resource mix.

In addition, Heartland has a net-metering program in place for retail level customer generation systems in line with state and federal requirements. The current level of energy supplied by these resources on Heartland's system is quite small (100 MWh in 2023). However, these installations have been increasing every year on Heartland customer systems. Currently, although growing, we do not expect retail level systems (primarily solar) to make up a significant part of Heartland's resource plan during the IRP planning period.

Figures 9 and 10 detail fuel sources as they contribute to Heartland's capacity and energy resource mix.

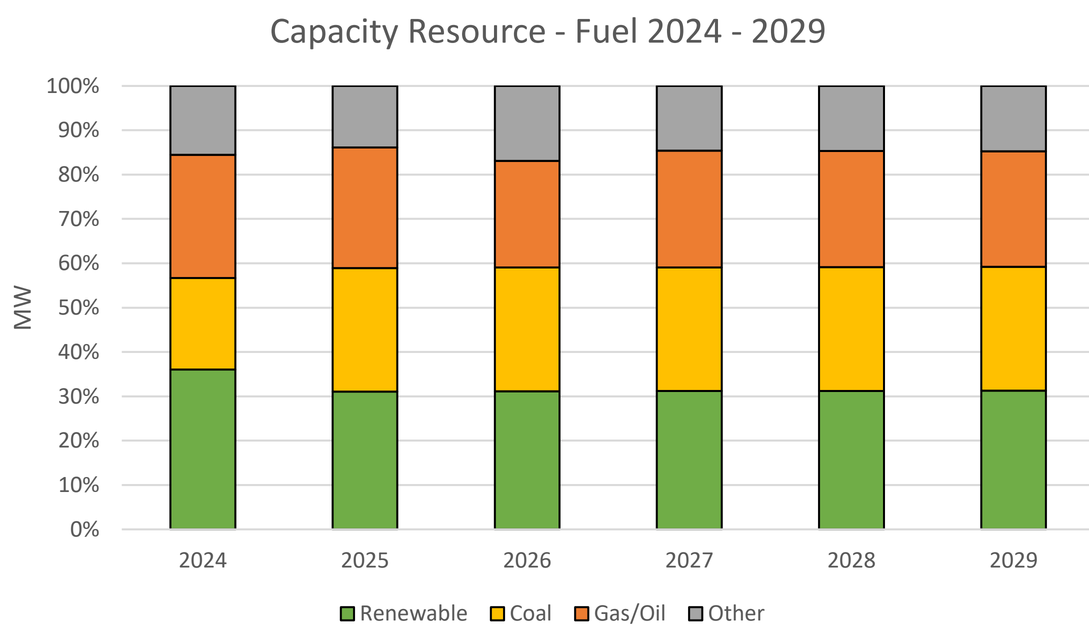


Figure 9: Heartland Capacity Resource Mix – Fuel Type (%)

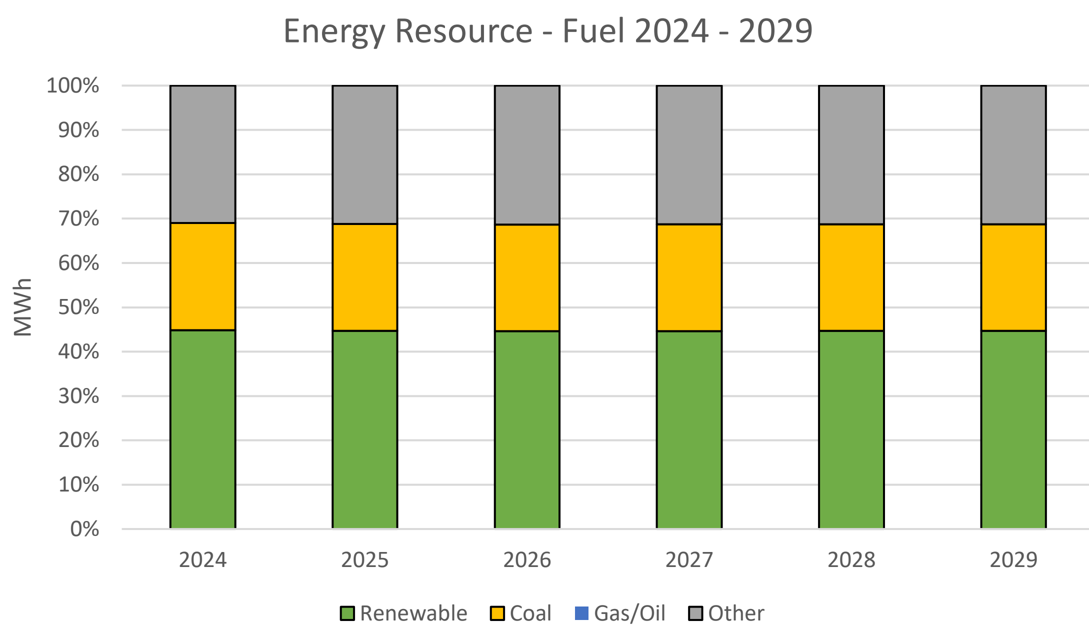


Figure 10: Heartland Energy Resource Mix – Fuel Type (%)

The plots in Figures 9 and 10 show that as a group, Heartland customers' total renewable resources (including WAPA hydropower and wind) make up approximately 33% of its capacity resources and 45% of its energy resources during the planning period. This renewable aspect of Heartland's resource mix continues to make it one of the most environmentally friendly utilities in the region.

When additional resource needs are identified and options evaluated, consideration is made to use renewable resources and demand management programs whenever possible. The positive attributes of renewables and DSM are evaluated alongside other factors including cost, future regulatory and market risks, resource diversity, resource adequacy needs, etc.

As mentioned previously, Heartland has begun to evaluate options for long-term resource needs in MISO. Renewable projects, specifically solar and/or battery storage, will be considered as strongly viable options for this need. At this time, the short-term resource needs identified in the IRP did not present a viable opportunity for additional renewable resources. This was due to future uncertainty in the capacity accreditation of renewable resources and the lack of need for additional energy and/or renewable attributes during the planning period.

Demand Side Resource Summary

Heartland and its customers have been and continue to be supporters and users of various types of demand side programs to promote efficient energy usage, reduce peak demand, and increase load factors. Heartland and its customers support and implement various programs including direct load management, energy efficient appliance and lighting rebates, energy efficiency grant opportunities, EV programs, and others.

Heartland has continued with its Power Forward program to facilitate a cooperative, coordinated DSM program for all of Heartland's customers. Along with cooperative planning and administration of DSM programs, Power Forward facilitates the measurement and verification of DSM programs, both cooperative and individual customer programs.

The Power Forward program is funded collectively through Heartland's rate base and thus equally funded by all customers on a pro-rata basis. Participation in individual Power Forward programs is voluntary for all customers but based on the funding structure all customers participate monetarily. Most Heartland customers participate in some or all of the Power Forward programs.

In addition to the IRP and SCP Cooperative members' participation in Heartland's Power Forward programs, New Ulm offers a comprehensive slate of energy efficiency and education programs to its customers. Details on New Ulm's programs are included in the Action Plan.

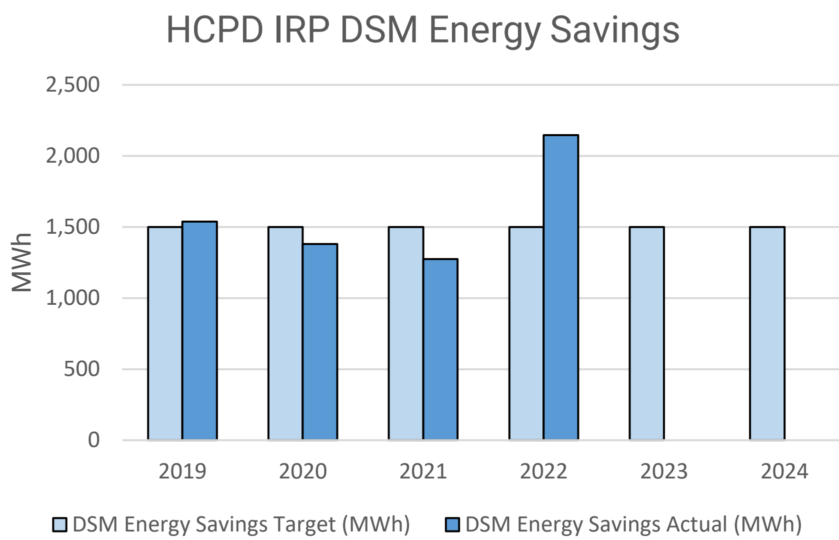


Figure 11: DSM Energy Savings Targets vs. Actual

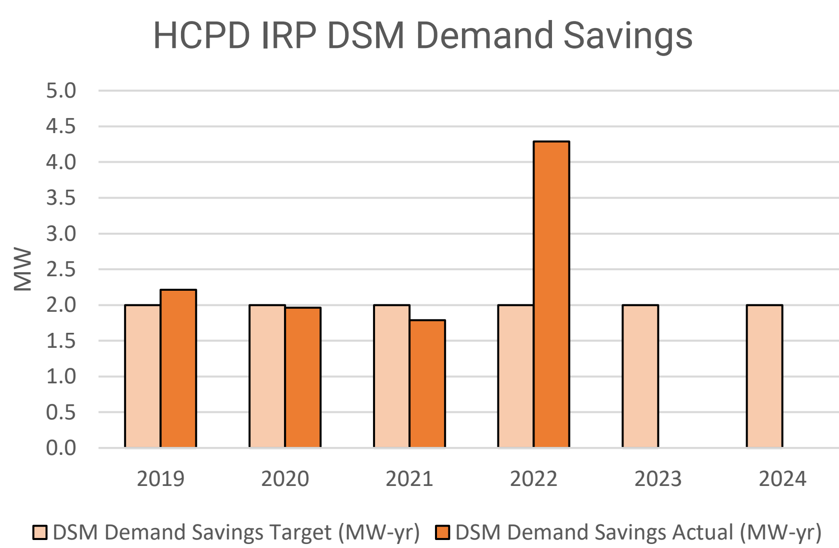


Figure 12: DSM Demand Savings Targets vs. Actual

Figures 11 and 12 compare the energy and demand savings targets set forth by the IRP cooperative in its last IRP to the actual savings achieved by the collective programs. Figures 11 and 12 show a substantial increase in both demand and energy savings in 2022. These increases are reflective of both increased DSM program funding along with a refinement in the measurement and verification program used by Heartland to assess programs more accurately.

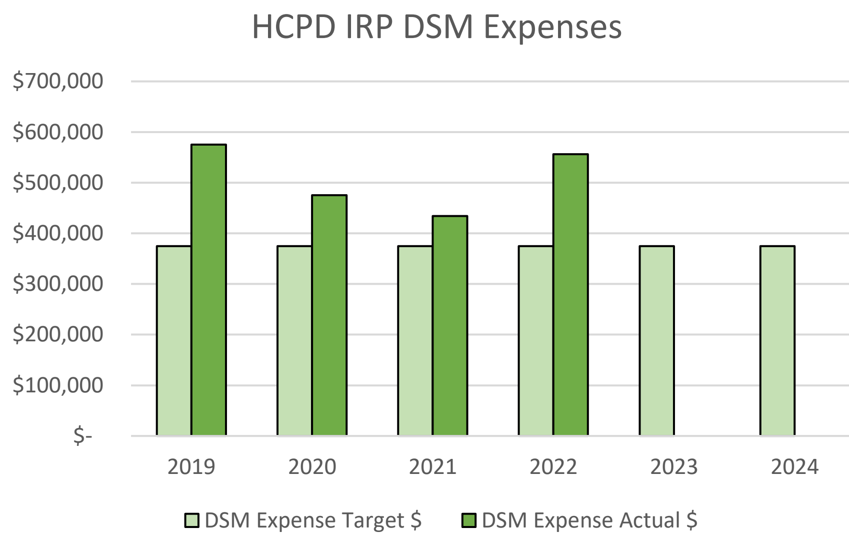


Figure 13: DSM Expense Targets vs. Actual

Figure 13 details the DSM expense targets set forth by the IRP cooperative in its last IRP submittal to the actual expenditures during that period. Like the demand and energy savings, DSM expenses saw a substantial increase in 2022. This increase is due to both increased investments among customers and changes in program measurements.

The historical performance of Heartland and customer programs, including Power Forward and planning for future programs that focus on Beneficial Electrification were considered when setting our future targets and goals. Figure 14 details DSM/EE program spending and savings targets for the IRP planning period. These targets are specific only to those customers included in the IRP and SCP cooperatives, respectively.

IRP Cooperative Targets	2024	2025	2026	2027	2028	2029
DSM Expense Target $	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000
DSM Demand Savings Target (MW-yr)	3.0	3.0	3.0	3.0	3.0	3.0
DSM Energy Savings Target (MWh)	2,000	2,000	2,000	2,000	2,000	2,000

SCP Cooperative Targets	2024	2025	2026	2027	2028	2029
DSM Expense Target $	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000
DSM Demand Savings Target (MW-yr)	2.0	2.0	2.0	2.0	2.0	2.0
DSM Energy Savings Target (MWh)	100	100	100	100	100	100

Figure 14: DSM Program Spending and Savings Targets

All DSM programs administered through the Power Forward program are individually evaluated annually to determine program demand and energy savings as accurately as possible. For programs that can be directly audited, such as lighting retrofits or energy audits, program savings will be determined by a review and/or audit performed by a professional engineer, certified energy manager, or other qualified individual either on Heartland staff or independently.

For DSM programs that cannot be directly audited, such as direct load management (LM), Heartland will assist its customers in estimation and verification of energy and demand savings through other methods. These methods will include using real-time monitoring (where available) to determine the real-time effect of LM and similar systems. This data will be verified and supplemented by utilizing the Minnesota Deemed Savings Database for estimation of the effects of DSM programs, including LM systems. Heartland will work with its customers to assist in reviewing their DSM programs independent of Power Forward to determine demand and energy savings through similar methods as described above.

Each customer will be responsible for reporting their total annual DSM spending along with demand and energy savings each year. Heartland will assist customers in calculating these values as needed. Heartland will then collectivize these reported values for use in annual IRP/SCP reports that Heartland is responsible for submitting to WAPA. Heartland will also use these values to evaluate Power Forward programs annually to assess the effectiveness of individual programs and provide information to use in the enhancement and creation of programs in the future.

Environmental Effects

Heartland and its customers have been and will continue to be active stewards of the environment. Through the operation of its generation resources and existing programs promoting energy efficiency and conservation, Heartland and its customers have demonstrated this commitment.

Whelan Energy Center Unit 2 (WEC2) was designed and is being operated using Best Available Control Technologies (BACT) to regulate emissions to meet all state and federal emissions requirements. WEC2's air quality control system includes an electrostatic precipitator to remove fly ash, a scrubber to remove sulfur dioxide, selective catalytic reduction (SCR) to reduce NO_2, and a baghouse for additional particulate removal, as well as mercury removal controls.

In 2023, significant upgrades were made at WEC2 to meet updated Coal Combustion Residuals (CCR) requirements set by the Environmental Protection Agency (EPA). These updates included removing all wet-sluicing systems from the site and lining all on-site ash storage facilities. In addition, Heartland has worked with its partners in PPGA to develop multiple markets for beneficial reuse of coal combustion byproducts. These efforts have drastically reduced the amount of CCR material in storage on site. WEC2 continues to be well-positioned to meet many existing and future rules pending with the EPA.

Heartland and its customers have also made a commitment to developing and producing energy from renewable resources to provide a diverse and environmentally conscious resource mix. Heartland and its customers are fulfilling this commitment through their participation in the Wessington Springs Wind Energy Center. With the energy, and associated renewable attributes, produced by the WSWEC, Heartland and its customers currently meet and will continue to meet all current and future Renewable Energy Objectives (REO) and Renewable Portfolio Standards (RPS) in the states where Heartland customers operate. In addition to WSWEC, Heartland also operates a net metering program on behalf of its customers to purchase renewable energy produced by PURPA qualified facilities within their respective service areas.

Along with the steps taken as part of its supply-side resources, Heartland and its customers are also administering existing and implementing new Demand Side Management (DSM) programs to reduce energy usage and increase the efficient use of energy. A detailed description of these programs and how they will be implemented can be found in the Demand Side Resource Summary and the Action Plan.

Action Plan

Heartland and its customers have developed the following Action Plan as a set of guidelines to assist in the development of programs and operations for the next 5 years. To the extent that assumptions pertaining to resources, costs and any other pertinent information would change, Heartland and its customers will review and modify this plan accordingly.

	Class	2025	2026	2027	2028	2029
Economic Development						
Energy Once Incentive	C/I	CP	CP	CP	CP	CP
Growth Incentive	C/I	CP	CP	CP	CP	CP
Economic Development Grants	N/A	CP	CP	CP	CP	CP
Revolving Loan Fund	C/I	CP	CP	CP	CP	CP
Beneficial Electrification/EE/DSM						
Electric Water Heater Rebate Program	R/C	CP	CP	CP	CP	CP
Energy Star Partnership	R/C	CP	CP	CP	CP	CP
Energy Efficiency Education Program	R/C/I	CP	CP	CP	CP	CP
Direct Load Management Program(s)	R/C	CP	CP	CP	CP	CP
LED Lighting Program(s)	C/I	CP	CP	CP	CP	CP
HVAC Program(s)	R/C	CP	CP	CP	CP	CP
Refrigeration/Freezer Program	C	CP	CP	CP	CP	CP
Energy Efficiency Grants	N/A	CP	CP	CP	CP	CP
Residential EV Charger Rebate	R	CP	CP	CP	CP	CP
Municipal EV Charger Program	N/A		EPP	EPP	EPP	EPP
New Ulm PUC Programs*	R/C/I	CP	CP	CP	CP	CP
Operations						
Real-time Metering System	N/A	CP	CP	CP	CP	CP
Market Operations	N/A	CP	CP	CP	CP	CP
Surplus Power Marketing	N/A	CP	CP	CP	CP	CP
Renewable/Green Energy Sales/Rate	N/A	CP	CP	CP	CP	CP
Workforce Development Program	N/A	CP	CP	CP	CP	CP
Customer Cybersecurity Program	N/A	CP	CP	CP	CP	CP
PPE Program	N/A	CP	CP	CP	CP	CP

Residential	R
Commercial	C
Industrial	I

DP	Develop Program
IP	Implement Program
CP	Continue Program
ACP	Assess Current Program
EPP	Evaluate Potential Program

*See below for list and details of New Ulm programs

Figure 15: Action Plan

Economic Development

Energy One Incentive (Large Customer) – Discounted energy only rate fixed for three years to qualified new or expanding businesses of 1 MW or larger. No demand charge during incentive period.

Energy One Incentive (Small Customer) - Discounted energy only rate fixed for three years to qualified new or expanding businesses of .5 MW or larger. No demand charge during incentive period.

Growth Incentive – Equivalent of one year's worth of energy rebated over a three-year period to qualifying businesses in Heartland customer communities (new or expanding retail loads only).

Economic Development Grants – Grants provided to Heartland customers or their economic development corporations for the purpose of fostering economic growth and community development.

Revolving Loan Fund – Revolving loan fund administered by Heartland to finance business ownership and expansion, job creation and retention, and entrepreneurial enterprises.

Beneficial Electrification/EE/DSM

Electric Water Heater Rebate Program – Provide incentives to residential and commercial customers for purchasing lifetime warranty electric water heaters or Energy Star rated heat pump water heaters.

Energy Star Partnership – Heartland has partnered with the national Energy Star program to promote the efficient use of electricity – particularly the purchase of Energy Star rated products.

Energy Efficiency Education Program – Heartland works to educate consumers about the benefits of energy efficiency and how to make more efficient choices. This is done through our website, social media, print material and by partnering with our customers to promote efficiency in their communities.

Direct Load Management Programs – Aid customers in operation and monitoring individual direct load management system. Investigate future program enhancement including coordinated load management for use as a collective Heartland resource.

LED Lighting Program(s) – Provide incentives to commercial and industrial businesses for upgrading lighting to more efficient fixtures. A variety of prescriptive rebates are available as well as custom incentives.

HVAC Program – Provide incentives to residential and commercial customers for purchasing an Energy Star qualified air-source heat pump, geothermal heat pump or mini split heat pump.

Refrigeration/Freezer Program – Provide incentives to commercial customers for purchasing energy efficient refrigeration and freezer equipment.

Energy Efficiency Grants – Grants are administered to Heartland customers to improve efficiency at city facilities and promote beneficial electrification.

Beneficial Electrification/EE/DSM – New Ulm Public Utilities Programs

Air Conditioner Rebate (NU) – Provide incentive for customers purchasing energy efficient cooling equipment. Includes central air, mini-split, and ductless systems.

Air Conditioner Cleaning (NU) – Provide discount to customers who have their air conditioner inspected/serviced for efficient operation.

Furnace Cleaning Rebate (NU) – Provide discount to customers who have their furnace or boiler inspected/serviced for efficient operation.

Energy Star Appliance Rebate (NU) – Provide incentive for customers purchasing Energy Star certified appliances. Includes clothes washers, dishwashers, refrigerators, freezers, room air conditioners, and refrigerator/freezer decommission.

Furnace Rebate (NU) – Provide incentive for customers purchasing high efficiency furnaces or boilers. Incentive also offered for variable speed motor.

Programmable Thermostat (NU) – Provide incentive for customers purchasing programmable thermostats.

Residential Lighting Rebate (NU) – Provide incentive for customers purchasing Energy Star qualified lighting. Includes CFL and LED bulbs.

LED Holiday Light Rebate (NU) – Provide incentive for customers purchasing LED lighting during the months of October through December.

Releaf Tree Program (NU) – Provide incentive for customers planting tree for shade or windbreak purposes. Trees must provide an energy savings.

Electric Water Heater Rebate (NU) – Provide incentive to customers who purchase electric water heaters.

Gas Water Heater/Heater Blanket Rebate (NU) – Provide incentive to customers who purchase Energy Star qualified natural gas water heaters.

Energy Audit (NU) – Provide rebate for business customers who conduct an energy audit using an independent firm.

High Efficiency Lighting (NU) – Provide funding for energy conservation improvements to the homes of qualified low-income customers.

Low Income Program (NU) – Provide incentive for business customers who install efficient lighting and or lighting sensors.

Motor & Variable Speed Drive Program (NU) – Provide incentive for customers who install high efficiency motors or variable speed drives.

Custom Rebate (NU) – Provide incentive based on kWh savings per year of an implemented project or measure. To be used for projects that do not fall under currently available rebates.

Operations

Real-time Metering System – Monitor customer loads and resource production in real-time to assist in market operations, forecast, and power supply planning activities.

Market Operations – Perform all hourly, daily, monthly, and annual tasks associated with operating within local Regional Transmission Organizations (including MISO and SPP) and the associated organized energy markets.

Surplus Power Marketing – Market excess resource on a short- and long-term basis to optimize power supply and ensure lowest costs possible to customers.

Renewable/Green Energy Sales/Rate – Provide energy and renewable attributes for purchase by wholesale customers at a specific renewable/green energy rate.

Workforce Development Program – Provide scholarships for customer staff training along with funding for workforce recruitment and retention in Heartland customer communities.

Customer Cybersecurity Program – Work with industry partners to provide Heartland customers professional services to ensure their utility systems are secure.

PPE Program – Provide funding and supply of PPE equipment for Heartland customer community line workers.

Along with the programs and processes described in the Figure 15 Action Plan, Heartland and its customers plan on accomplishing the following tasks in all years of the plan.

- Heartland will assist its customers with meeting all reporting requirements of regional, state, and federal entities.
- Heartland will assist its customers with any studies needed to assess power delivery, infrastructure upgrades and additions, and other areas of need in their electric utilities as appropriate.
- Heartland will assist its customers with meeting all regional, state, and national renewable energy and energy conservation goals and requirements.

Heartland and its customers will review the Action Plan on an annual basis to assess the performance and effectiveness of each program/project. The Beneficial Electrification/DSM/EE programs will be assessed based on estimated energy impacts and calculations will be done to estimate the financial effectiveness of each program. Each program will also be evaluated based on actual estimated energy savings versus projected energy savings if applicable. Heartland and its customers will then reassess the overall Action Plan and make decisions on changes to existing programs and addition or subtraction of new programs.

Public Participation

While developing the Integrated Resource Plan, Heartland and its customers took special care to ensure ample opportunity was provided for public participation. The following is a list of steps taken to provide the opportunity for public participation in the IRP process:

- Multiple correspondence sent to Heartland customers defining the IRP, its timeline and process.
- A newspaper advertisement, example seen below, was placed in the following publications to advertise for written comments pertaining to the IRP process in all IRP Cooperative member communities: Madison Daily Leader, Sioux Falls Argus Leader, Volga Tribune, Valentine Midland News, and New Ulm Journal.
- A newspaper advertisement, example seen below, was placed in the following publications to advertise for written comments pertaining to the IRP process in all SCO Cooperative member communities: Miller Press, The Arlington Sun, Brookings Register, Hamlin County Herald Enterprise, Moody County Enterprise, Groton Daily Independent, Marshall County Journal, Tyndall Tribune and Register, Miner County Pioneer, Tri-City Star, Estelline Journal, True Dakotan, Akron Hometowner, South Dakota Mail, Tyler Tribute, Corson/Sioux County News Messenger, Parker New Era, and Carroll Times Herald.
- Responses received from the newspaper solicitation were reviewed and considered in development of the IRP plan. Copies of responses were sent to the individual IRP and SCP customers for their review.
- Official agenda notice of IRP discussions and formal commission or council action for “approval” included in the IRP Cooperative customer communities was noted in all established legal publications.

Example of Newspaper Advertisement Seeking Public Comment

NOTICE OF SOLICITATION OF WRITTEN COMMENTS

NOTICE is hereby given that Heartland Energy, on behalf of the City of Volga, is requesting written comments from the customers of the Volga Municipal Electric System.

Comments can relate to:

- Current electric conservation measures that are being used in the City of Volga
- Both power supply and energy conservation options for meeting the future electric needs of Volga, including but not limited to:
    - Preferred generation resources/fuel types
    - Use of demand side resources including load management and time-based rates
    - Relative importance of outcomes (cost, reliability, environmental impacts, etc.)
- Offer ideas and promote the efficient use of electricity in Volga

This public solicitation for written comments is being conducted to comply with a federal regulation, which requires the City of Volga to seek public participation regarding the implementation of an Integrated Resource Plan (IRP). Comments will be considered in the development of the IRP. Volga must adopt an IRP in order to continue to receive its allocation of electric hydropower from Western Area Power Administration. Heartland Energy, one of Volga's power suppliers, is assisting with this project and will accept comments for 10 days following this notice.

Please send written comments to Heartland Energy, PO Box 248, Madison, SD 57042; Attn: Adam Graff. Heartland will also be accepting comments electronically via the email address, *IRP@heartlandenergy.com*.

Appendix A: IRP Cooperative Customer Information

City of Madison, South Dakota
116 W. Center St.
P.O. Box 308
Madison, SD 57042-0308

Ph: (605) 256-7521
Email: nathan.zimmerman@cityofmadisonsd.com
Contact: Nathan Zimmerman, Utilities Director

City of Sioux Falls, South Dakota
224 W. 9th St.
P.O. Box 7402
Sioux Falls, SD 57117-7402

Ph: (605) 373-6979
Email: jjongeling@siouxfalls.org
Contact: Jerry Jongeling, Light and Power Superintendent

City of Volga, South Dakota
226 Kasan Ave.
P.O. Box 217
Volga, SD 57071-0217

Ph: (605) 627-9113
Email: michael@volgacity.com
Contact: Michael Schulte, City Administrator

New Ulm Public Utilities
310 First North St.
New Ulm, MN 56073

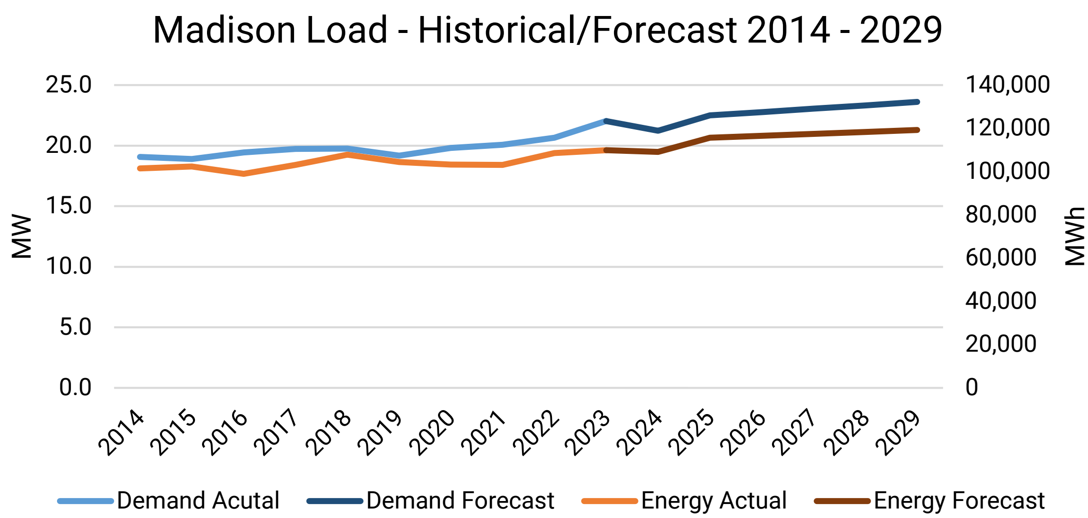
Ph: (507) 359-8264
Email: krism@newulmmn.gov
Contact: Kris Manderfeld, Utility Dir.

City of Valentine, Nebraska
323 N. Main St.
Valentine, NE 69201

Ph: (402) 376-2323
Email: ssiewert@cityofvalentine.com
Contact: Shane Siewert, City Manager

Appendix B: IRP Cooperative Customer Load Information – Historical/Forecast

Madison, SD – Load History/Forecast



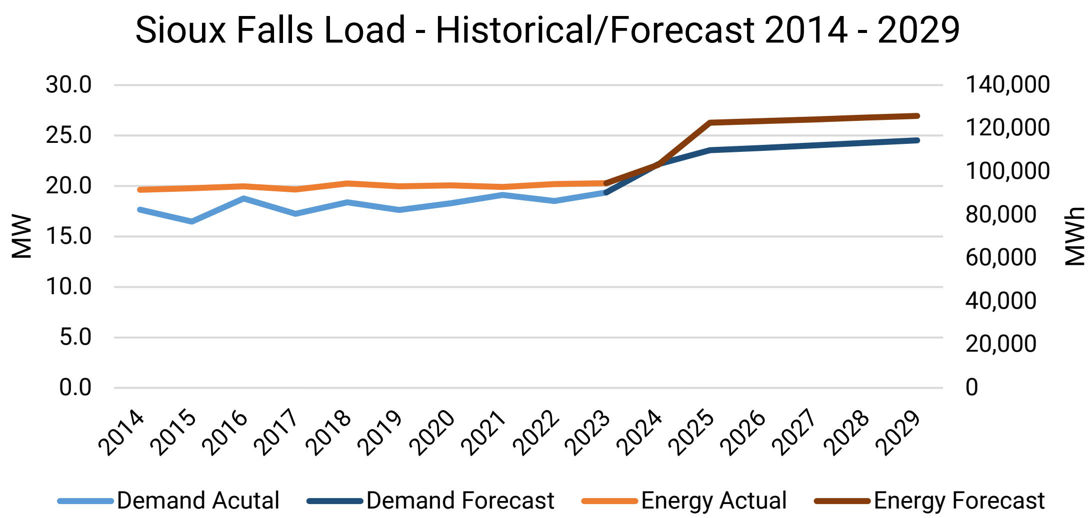
Madison Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	19.1	101,505
2015	18.9	102,429
2016	19.4	98,962
2017	19.7	103,054
2018	19.8	107,790
2019	19.2	104,467
2020	19.8	103,191
2021	20.1	103,091
2022	20.7	108,545
2023	22.0	109,877

Madison Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	21.2	109,112
2025	22.5	115,674
2026	22.8	116,551
2027	23.0	117,438
2028	23.3	118,334
2029	23.6	119,240

Sioux Falls, SD – Load History/Forecast



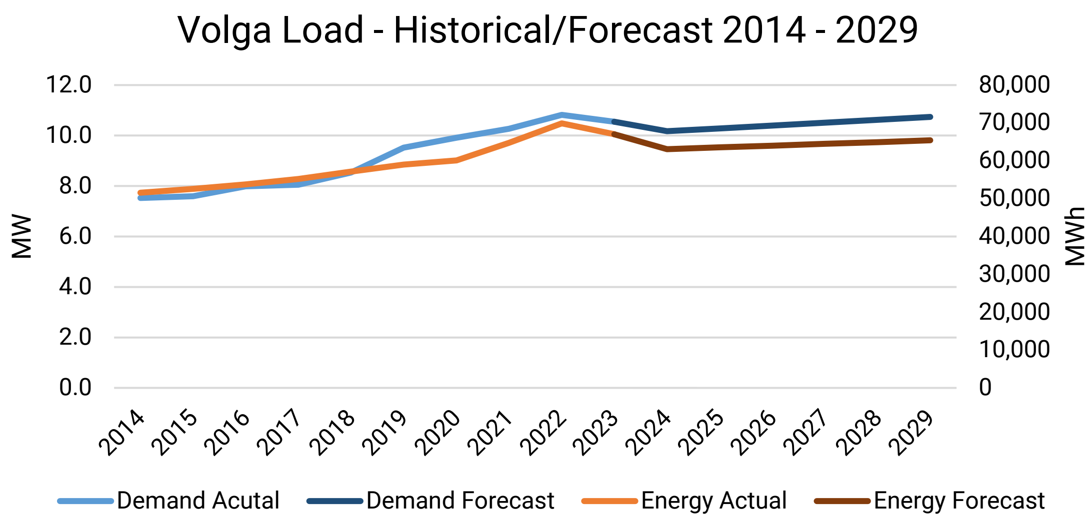
Sioux Falls Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	17.7	91,593
2015	16.5	92,282
2016	18.8	93,156
2017	17.3	91,723
2018	18.4	94,531
2019	17.6	93,182
2020	18.3	93,647
2021	19.1	92,897
2022	18.5	94,191
2023	19.4	94,644

Sioux Falls Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	22.1	103,078
2025	23.5	122,531
2026	23.8	123,320
2027	24.0	124,117
2028	24.3	124,922
2029	24.5	125,737

Volga, SD – Load History/Forecast



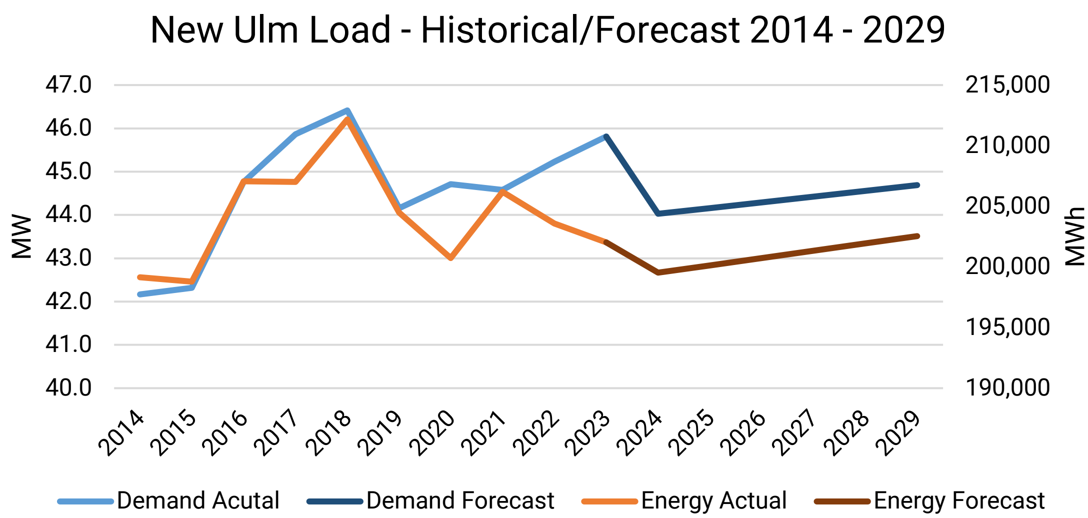
Volga Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	7.5	51,567
2015	7.6	52,552
2016	8.0	53,787
2017	8.1	55,168
2018	8.5	57,170
2019	9.5	58,973
2020	9.9	60,113
2021	10.3	64,772
2022	10.8	69,887
2023	10.5	66,998

Volga Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	10.2	63,066
2025	10.3	63,528
2026	10.4	63,996
2027	10.5	64,468
2028	10.6	64,946
2029	10.7	65,428

New Ulm, MN – Load History/Forecast



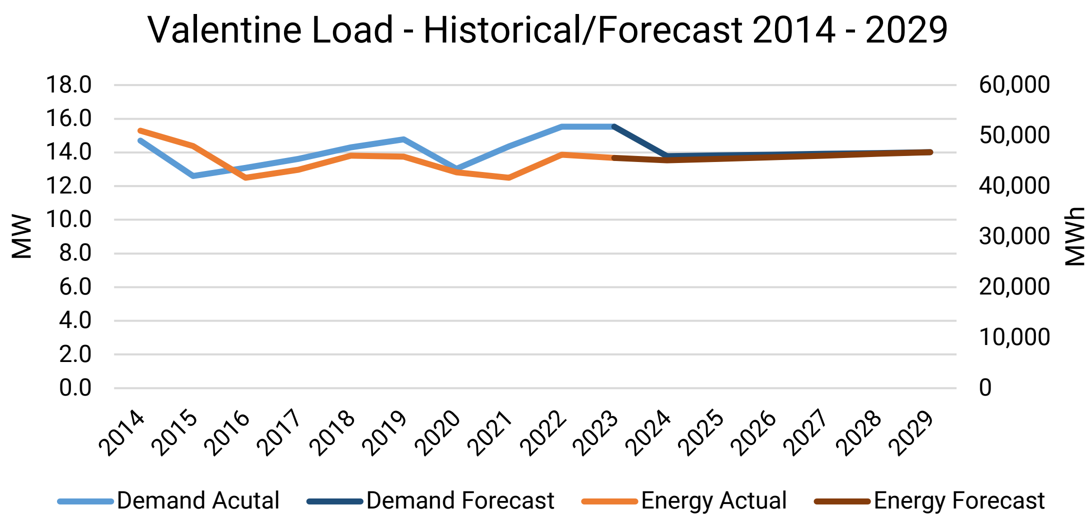
New Ulm Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	42.2	199,153
2015	42.3	198,786
2016	44.8	207,073
2017	45.9	207,023
2018	46.4	212,167
2019	44.2	204,470
2020	44.7	200,740
2021	44.6	206,199
2022	45.2	203,593
2023	45.8	202,024

New Ulm Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	44.0	199,529
2025	44.2	200,128
2026	44.3	200,728
2027	44.4	201,331
2028	44.6	201,935
2029	44.7	202,540

Valentine, NE – Load History/Forecast



Valentine Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	14.7	50,966
2015	12.6	47,900
2016	13.1	41,682
2017	13.6	43,259
2018	14.3	46,002
2019	14.8	45,855
2020	13.0	42,697
2021	14.4	41,653
2022	15.5	46,193
2023	15.5	45,558

Valentine Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	13.8	45,102
2025	13.8	45,416
2026	13.9	45,733
2027	13.9	46,053
2028	14.0	46,377
2029	14.0	46,703

Appendix C: Governing Body Approvals

Appendix C contains copies of the resolutions/minutes of the IRP Cooperative Governing Bodies that document the passage of approval for the Integrated Resource Plan and confirmation that all requirements of the IRP process have been met.

Appendix D: SCP Cooperative Customer Information

City of Arlington, South Dakota
202 W. Elm
P.O. Box 379
Arlington, SD 57212-0379

Ph: (605) 983-5251
Email: marshallmix40@yahoo.com
Contact: Marshall Mix, Utility Supt.

City of Aurora, South Dakota
102 W Front St.
P.O. Box 335
Aurora, SD 57002-0335

Ph: (605) 693-3548
Email: publicworks@itctel.com
Contact: Collin Kneip, Utility Manager

City of Bryant, South Dakota
P.O. Box 145
Bryant, SD 57221-0145

Ph: (605) 628-2931
Email: cityworks@itctel.com
Contact: Ryan Sikkink, Electric Supt.

City of Colman, South Dakota
112 N. Main
P.O. Box 54
Colman, SD 57017-0054

Ph: (605) 534-3611
Email: cityman572@hotmail.com
Contact: Grant Groos, Electric Supt.

City of Estelline, South Dakota
109 Main
P.O. Box 278
Estelline, SD 57234-0278

Ph: (605) 873-2388
Email: gilbertsonzeb@gmail.com
Contact: Zeb Gilbertson, Electric Maint.

City of Groton, South Dakota
120 N. Main
P.O. Box 587
Groton, SD 57445-0587

Ph: (605) 397-8422
Email: grotonelectric@nvc.net
Contact: Todd Gay, Light Supt.

City of Hecla, South Dakota
206 Main
P.O. Box 188
Hecla, SD 57446-0188

Ph: (605) 994-7334
Email: heclasd@heartlandpower.org
Contact: Jacob Lilla, Utility Supt.

City of Howard, South Dakota
100 S. Main St.
P.O. Box 705
Howard, SD 57349-0705

Ph: (605) 772-4391
Email: dawsonkody@gmail.com
Contact: Kody Dawson, Utility Supt.

City of McLaughlin, South Dakota
106 First Ave., W.
P.O. Box 169
McLaughlin, SD 57642-0169

Ph: (605) 926-9101
Email: justinyellowhorse@mclsd.city
Contact: Justin Yellow Horse, Utility Mgr.

City of Miller, SD
120 W 2nd St.
Miller, SD 57362-0069

Ph: (605) 853-2705
Email: dustin.graham@cityofmiller.com
Contact: Dustin Graham, Electric Supt.

City of Parker, South Dakota
115 N. Main Ave.
P.O. Box 265
Parker, SD 57053-0265

Ph: (605) 297-4453
Email: trauenhorst@parkersd.org
Contact: Tom Rauenhorst, Electric Supt.

City of Plankinton, South Dakota
102 S. Main St.
P.O. Box 517
Plankinton, SD 57368-0517

Ph: (605) 942-7767
Email: chance@cityofplankinton.com
Contact: Chance Boyd, Electric Supt.

City of Tyndall, South Dakota
110 N. Main
P.O. Box 29
Tyndall, SD 57066-0029

Ph: (605) 589-3481
Email: tynutility@hci.net
Contact: Bob Brattmiller, Light Supt.

City of Wessington Springs, South Dakota
107 Wallace Ave. N.
P.O. Box 443
Wessington Springs, SD 57382-0443

Ph. (605) 539-1691
Email: wessprsd@heartlandpower.org
Contact: Phil LaBore, Light Supt.

City of White, South Dakota
303 Patrick Ave., PO Box 682
White, SD 57276-0682

Ph: (605) 629-3661
Email: landmark@itctel.com
Contact: Chad Landmark, Utility Mgr.

Town of Langford, South Dakota
P.O. Box 191
Langford, SD 57454-0191

Ph: (605) 493-6457
Email: langfordcity@venturecomm.net
Contact: Sean Kramer, Utility Mgr.

City of Tyler, Minnesota
230 N. Tyler St.
Tyler, MN 56178-0398

Ph: (507) 247-5556
Email: jguida@heartlandpower.org
Contact: Judd Guida, Electric Supt.

City of Akron, Iowa
220 Reed St., P.O. Box 318
Akron, IA 51001

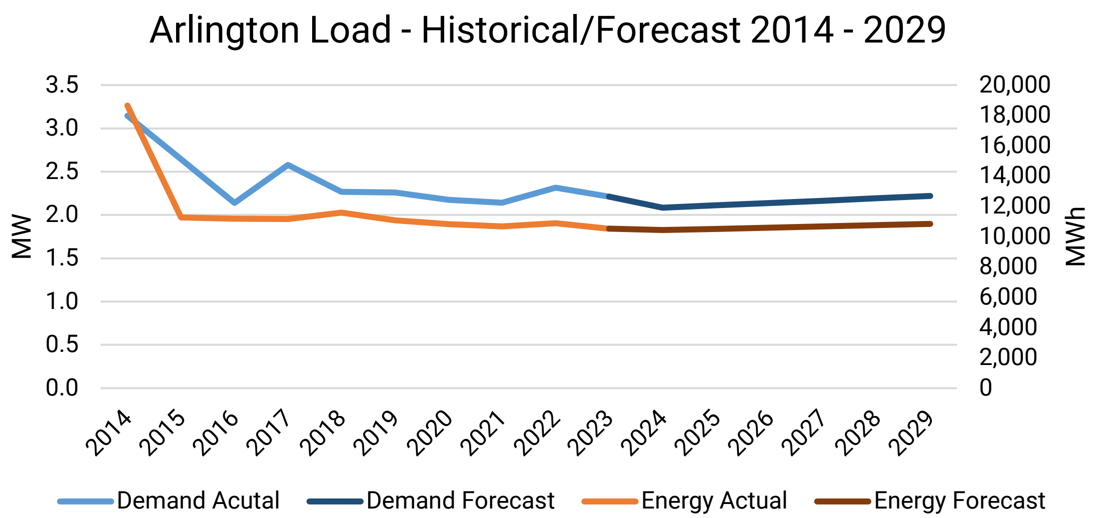
Ph: (712) 568-2041
Email: drolfes@akronia.org
Contact: Dan Rolfes, City Administrator

City of Auburn, Iowa
209 Pine St.
Auburn, IA 51433-0238

Ph: (712) 688-2264
Email: auburnpublicworks@gmail.com
Contact: Robert Rath, Public Works Supt.

Appendix E: SCP Cooperative Customer Load Information – Historical/Forecast

Arlington, SD – Load History/Forecast



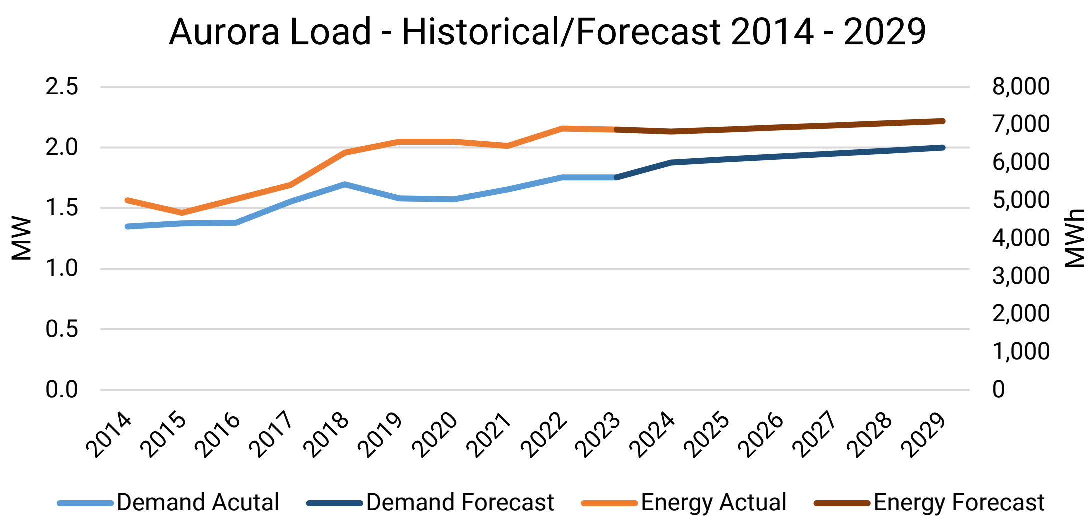
Arlington Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.1	18,648
2015	2.6	11,257
2016	2.1	11,172
2017	2.6	11,169
2018	2.3	11,572
2019	2.3	11,080
2020	2.2	10,814
2021	2.1	10,667
2022	2.3	10,882
2023	2.2	10,519

Arlington Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	2.1	10,435
2025	2.1	10,514
2026	2.1	10,595
2027	2.2	10,676
2028	2.2	10,758
2029	2.2	10,841

Aurora, SD – Load History/Forecast



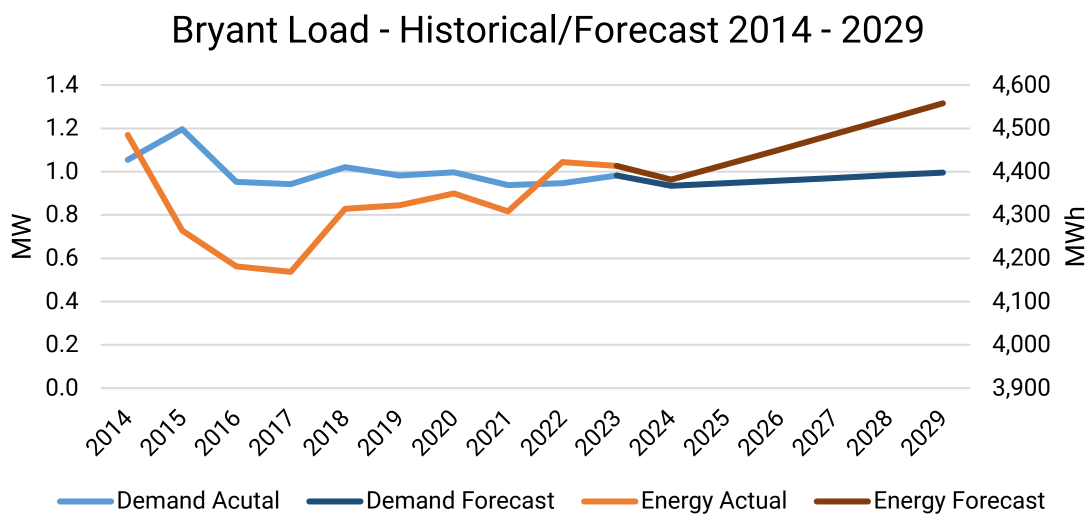
Aurora Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.3	5,002
2015	1.4	4,674
2016	1.4	5,036
2017	1.6	5,410
2018	1.7	6,260
2019	1.6	6,552
2020	1.6	6,547
2021	1.7	6,441
2022	1.8	6,899
2023	1.8	6,869

Aurora Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	1.9	6,820
2025	1.9	6,874
2026	1.9	6,928
2027	1.9	6,983
2028	2.0	7,038
2029	2.0	7,094

Bryant, SD – Load History/Forecast



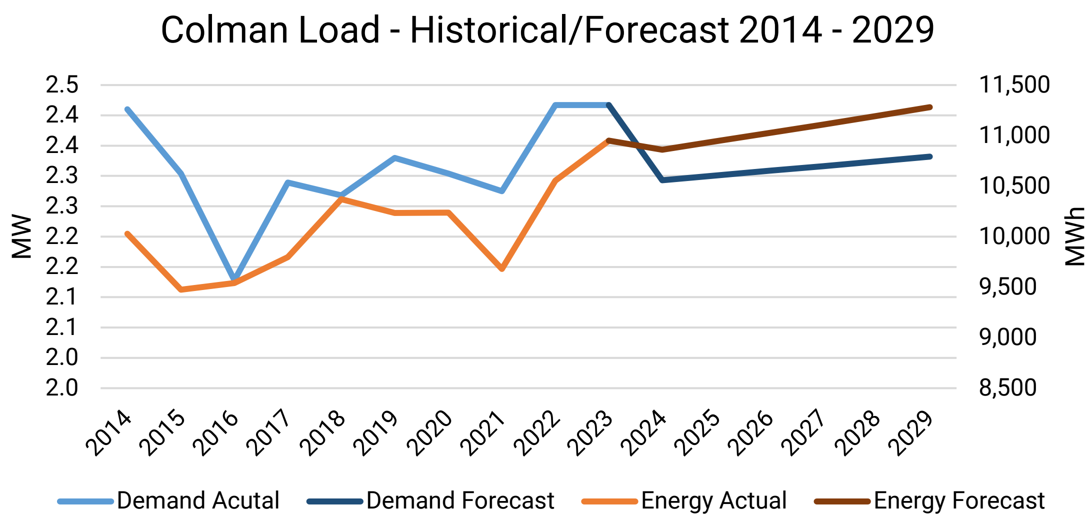
Bryant Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.1	4,485
2015	1.2	4,264
2016	1.0	4,181
2017	0.9	4,169
2018	1.0	4,315
2019	1.0	4,322
2020	1.0	4,349
2021	0.9	4,308
2022	0.9	4,422
2023	1.0	4,414

Bryant Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	0.9	4,382
2025	0.9	4,416
2026	1.0	4,451
2027	1.0	4,486
2028	1.0	4,522
2029	1.0	4,558

Colman, SD – Load History/Forecast



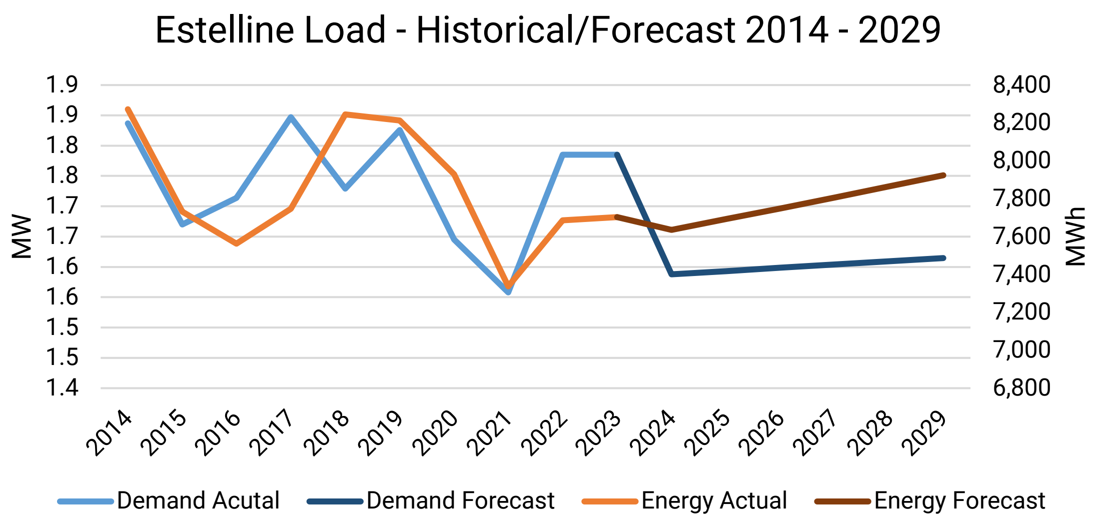
Colman Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	2.4	10,028
2015	2.3	9,475
2016	2.1	9,540
2017	2.3	9,798
2018	2.3	10,370
2019	2.3	10,233
2020	2.3	10,236
2021	2.3	9,679
2022	2.4	10,555
2023	2.4	10,949

Colman Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	2.3	10,860
2025	2.3	10,942
2026	2.3	11,026
2027	2.3	11,110
2028	2.3	11,195
2029	2.3	11,281

Estelline, SD – Load History/Forecast



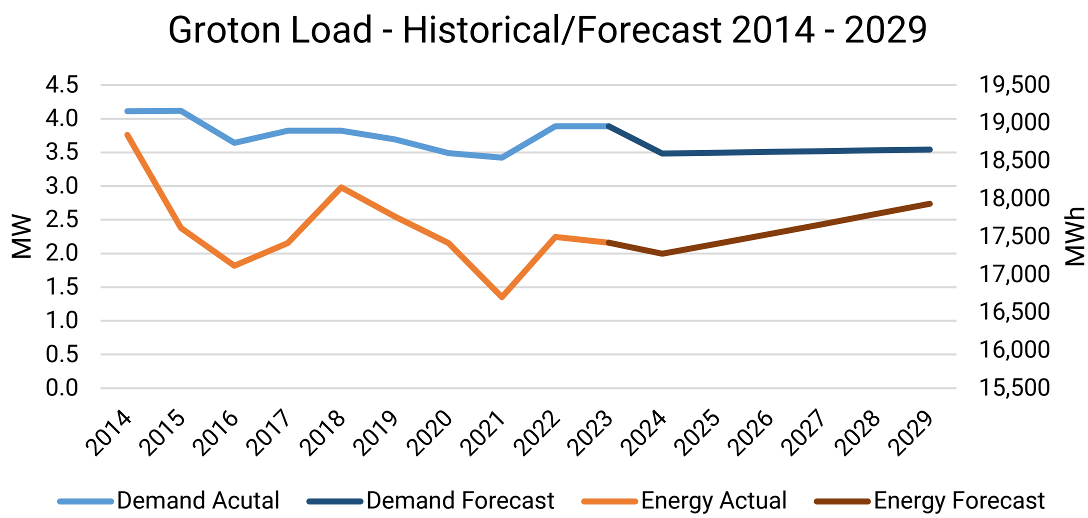
Estelline Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.8	8,272
2015	1.7	7,732
2016	1.7	7,563
2017	1.8	7,746
2018	1.7	8,246
2019	1.8	8,214
2020	1.6	7,929
2021	1.6	7,337
2022	1.8	7,686
2023	1.8	7,703

Estelline Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	1.6	7,636
2025	1.6	7,692
2026	1.6	7,749
2027	1.6	7,807
2028	1.6	7,865
2029	1.6	7,924

Groton, SD – Load History/Forecast



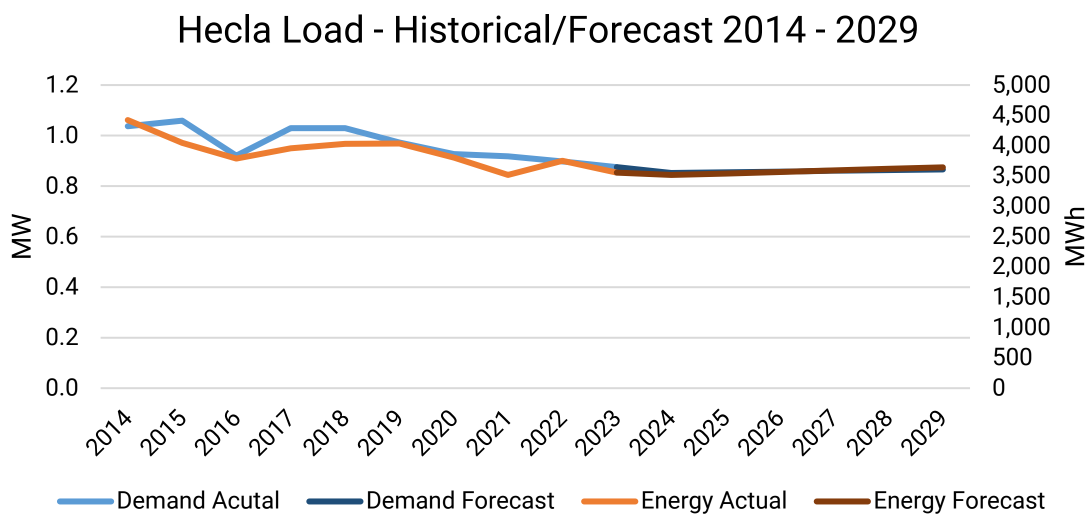
Groton Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	4.1	18,843
2015	4.1	17,612
2016	3.6	17,117
2017	3.8	17,415
2018	3.8	18,150
2019	3.7	17,764
2020	3.5	17,417
2021	3.4	16,701
2022	3.9	17,497
2023	3.9	17,422

Groton Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.5	17,274
2025	3.5	17,403
2026	3.5	17,534
2027	3.5	17,666
2028	3.5	17,799
2029	3.5	17,933

Hecla, SD – Load History/Forecast



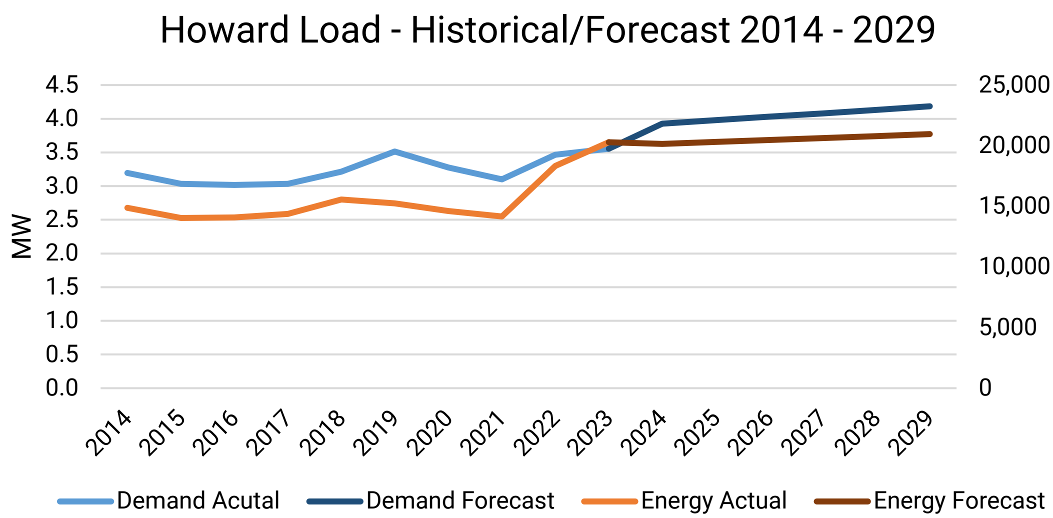
Hecla Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.0	4,422
2015	1.1	4,048
2016	0.9	3,789
2017	1.0	3,958
2018	1.0	4,031
2019	1.0	4,037
2020	0.9	3,801
2021	0.9	3,518
2022	0.9	3,752
2023	0.9	3,553

Hecla Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	0.9	3,517
2025	0.9	3,542
2026	0.9	3,567
2027	0.9	3,592
2028	0.9	3,617
2029	0.9	3,642

Howard, SD – Load History/Forecast



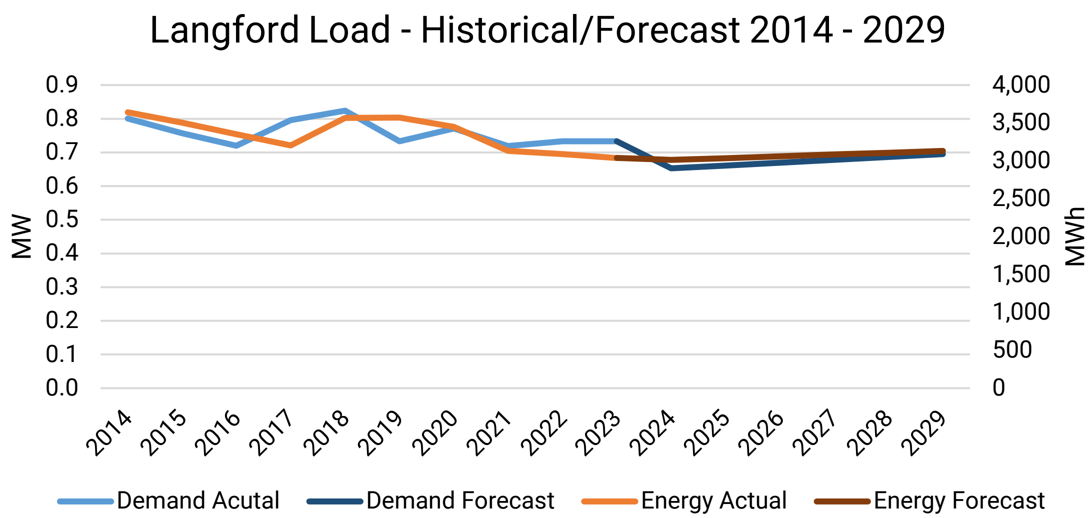
Howard Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.2	14,868
2015	3.0	14,036
2016	3.0	14,094
2017	3.0	14,375
2018	3.2	15,563
2019	3.5	15,242
2020	3.3	14,600
2021	3.1	14,159
2022	3.5	18,344
2023	3.6	20,290

Howard Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.9	20,145
2025	4.0	20,305
2026	4.0	20,465
2027	4.1	20,628
2028	4.1	20,792
2029	4.2	20,958

Langford, SD – Load History/Forecast



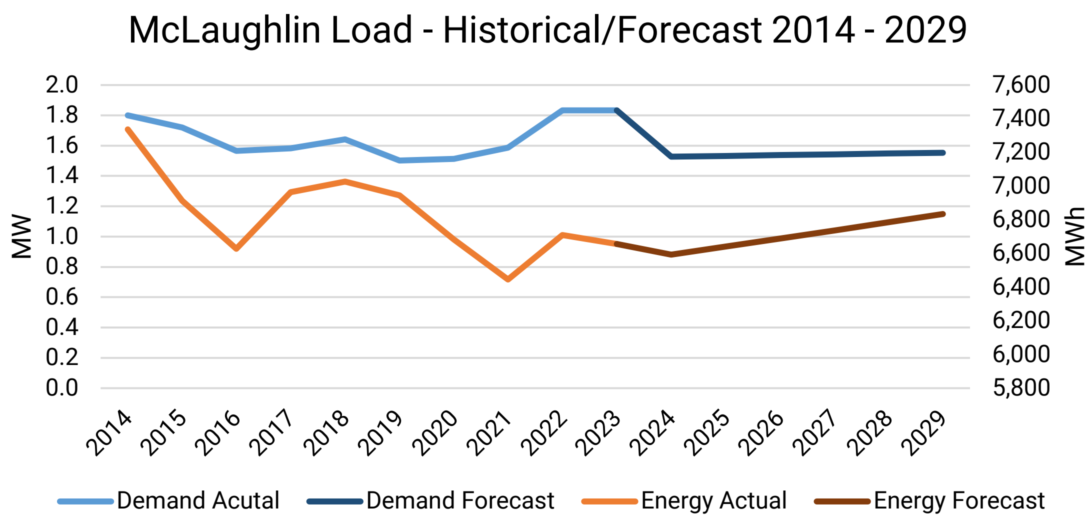
Langford Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	0.8	3,641
2015	0.8	3,504
2016	0.7	3,352
2017	0.8	3,203
2018	0.8	3,566
2019	0.7	3,571
2020	0.8	3,447
2021	0.7	3,133
2022	0.7	3,088
2023	0.7	3,037

Langford Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	0.7	3,013
2025	0.7	3,036
2026	0.7	3,059
2027	0.7	3,083
2028	0.7	3,107
2029	0.7	3,131

McLaughlin, SD – Load History/Forecast



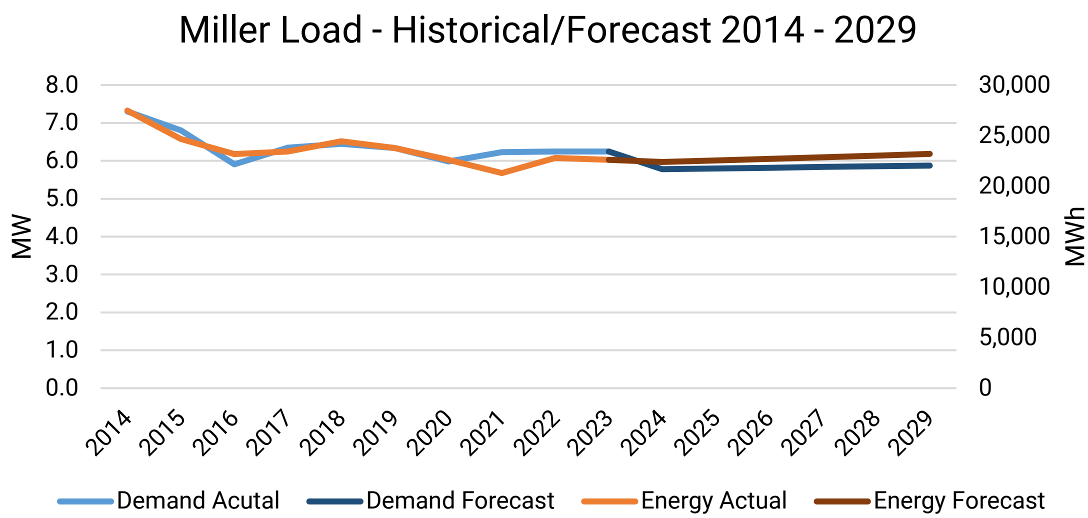
McLaughlin Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.8	7,337
2015	1.7	6,913
2016	1.6	6,628
2017	1.6	6,964
2018	1.6	7,027
2019	1.5	6,944
2020	1.5	6,682
2021	1.6	6,445
2022	1.8	6,709
2023	1.8	6,655

McLaughlin Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	1.5	6,593
2025	1.5	6,640
2026	1.5	6,688
2027	1.5	6,736
2028	1.5	6,785
2029	1.6	6,834

Miller, SD – Load History/Forecast



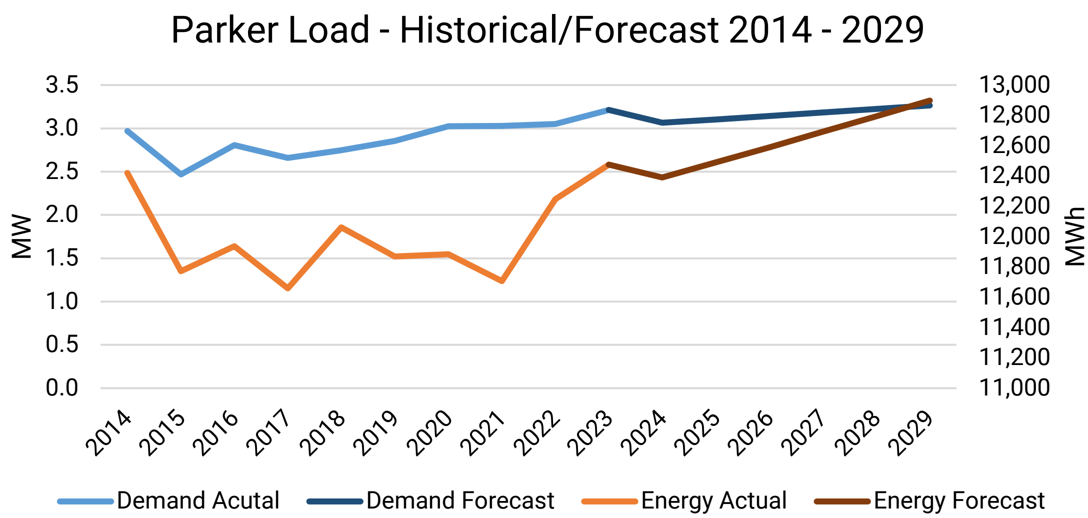
Miller Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	7.3	27,473
2015	6.8	24,670
2016	5.9	23,166
2017	6.3	23,408
2018	6.4	24,451
2019	6.3	23,759
2020	6.0	22,605
2021	6.2	21,291
2022	6.2	22,782
2023	6.2	22,610

Miller Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	5.8	22,387
2025	5.8	22,544
2026	5.8	22,703
2027	5.8	22,863
2028	5.9	23,025
2029	5.9	23,189

Parker, SD – Load History/Forecast



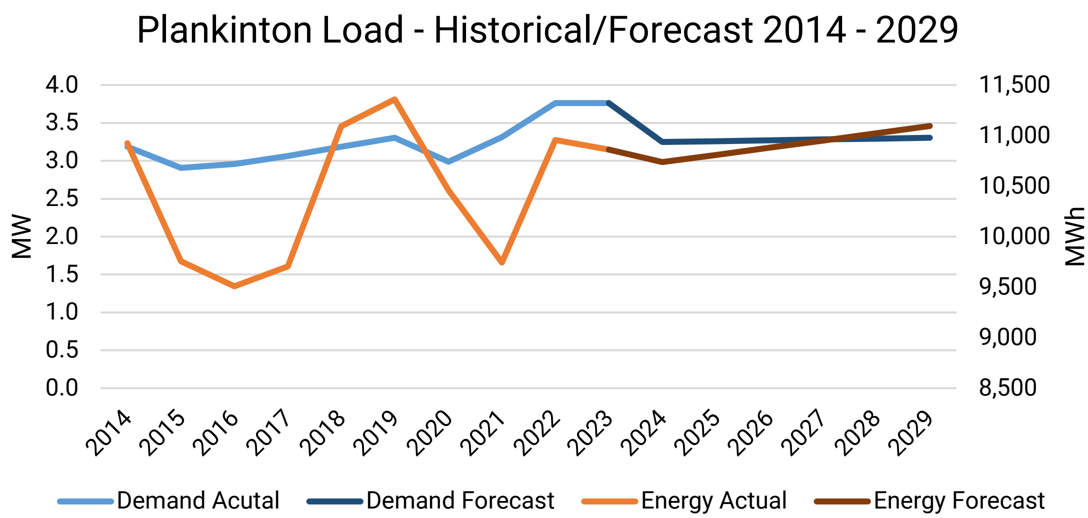
Parker Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.0	12,420
2015	2.5	11,771
2016	2.8	11,937
2017	2.7	11,658
2018	2.7	12,061
2019	2.9	11,869
2020	3.0	11,883
2021	3.0	11,707
2022	3.1	12,246
2023	3.2	12,475

Parker Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.1	12,390
2025	3.1	12,490
2026	3.1	12,590
2027	3.2	12,691
2028	3.2	12,794
2029	3.3	12,898

Plankinton, SD – Load History/Forecast



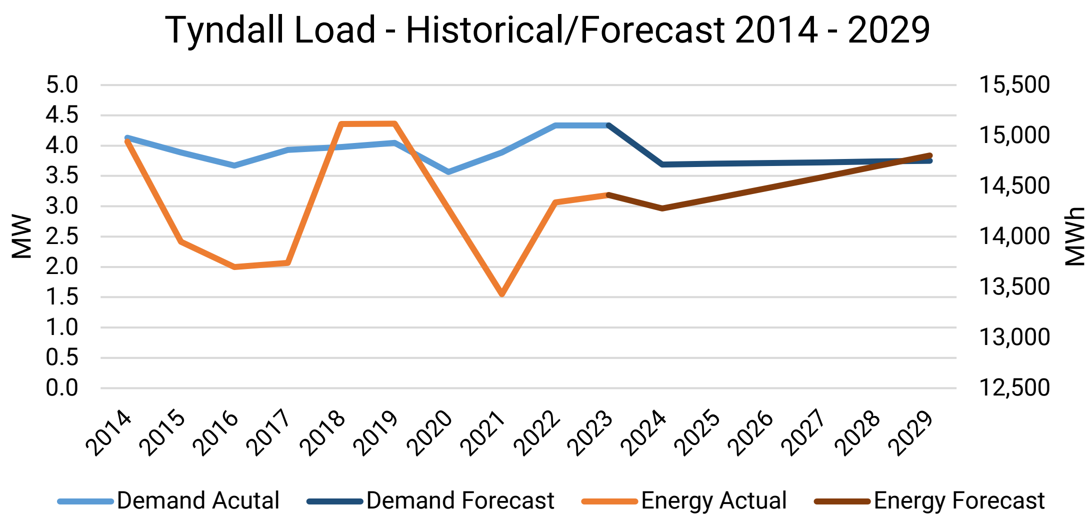
Plankinton Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.2	10,925
2015	2.9	9,755
2016	3.0	9,508
2017	3.1	9,706
2018	3.2	11,094
2019	3.3	11,358
2020	3.0	10,458
2021	3.3	9,742
2022	3.8	10,957
2023	3.8	10,862

Plankinton Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.2	10,738
2025	3.3	10,808
2026	3.3	10,879
2027	3.3	10,950
2028	3.3	11,022
2029	3.3	11,095

Tyndall, SD – Load History/Forecast



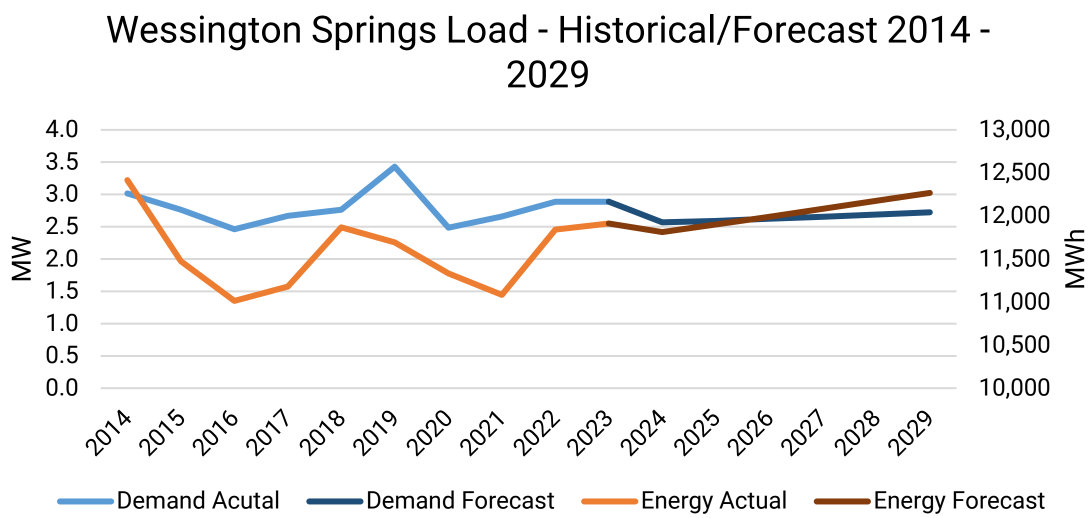
Tyndall Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	4.1	14,939
2015	3.9	13,949
2016	3.7	13,700
2017	3.9	13,739
2018	4.0	15,113
2019	4.0	15,118
2020	3.6	14,271
2021	3.9	13,430
2022	4.3	14,339
2023	4.3	14,413

Tyndall Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.7	14,279
2025	3.7	14,381
2026	3.7	14,485
2027	3.7	14,590
2028	3.7	14,696
2029	3.8	14,803

Wessington Springs, SD – Load History/Forecast



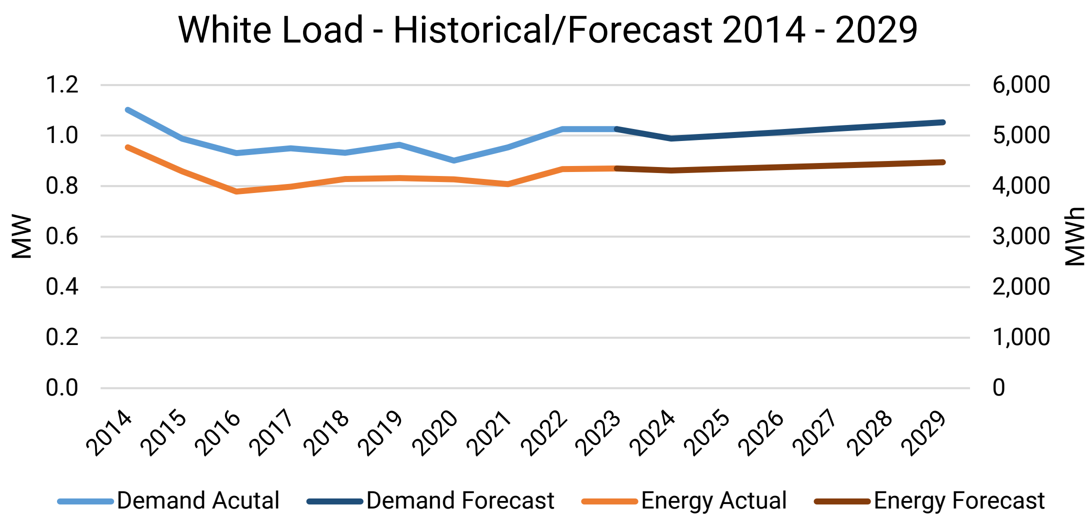
Wessington Springs Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.0	12,416
2015	2.8	11,475
2016	2.5	11,014
2017	2.7	11,180
2018	2.8	11,868
2019	3.4	11,692
2020	2.5	11,333
2021	2.7	11,084
2022	2.9	11,843
2023	2.9	11,911

Wessington Springs Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	2.6	11,813
2025	2.6	11,902
2026	2.6	11,992
2027	2.7	12,083
2028	2.7	12,175
2029	2.7	12,268

White, SD – Load History/Forecast



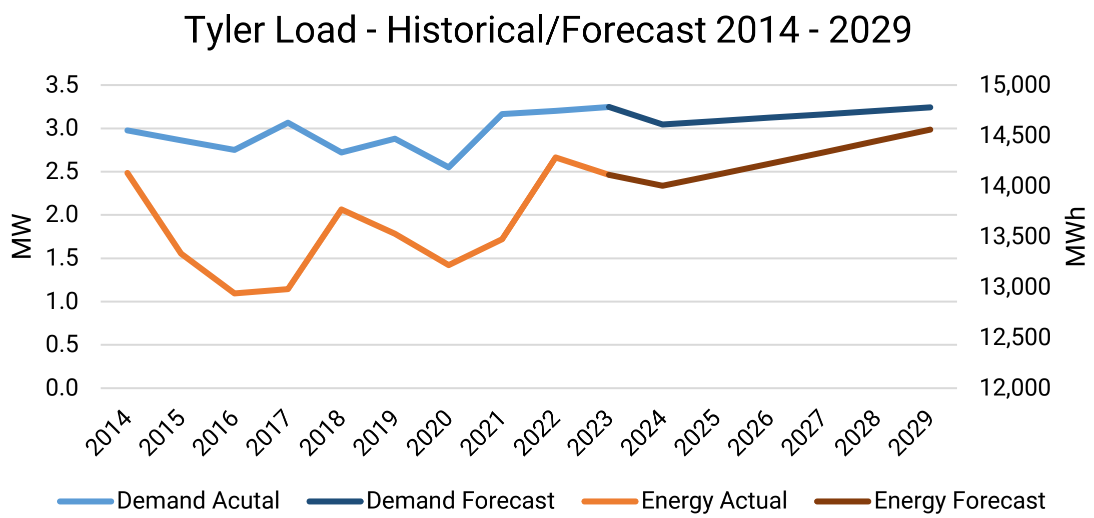
White Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	1.1	4,768
2015	1.0	4,291
2016	0.9	3,892
2017	1.0	3,991
2018	0.9	4,139
2019	1.0	4,159
2020	0.9	4,131
2021	1.0	4,039
2022	1.0	4,334
2023	1.0	4,346

White Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	1.0	4,309
2025	1.0	4,341
2026	1.0	4,373
2027	1.0	4,406
2028	1.0	4,439
2029	1.1	4,472

Tyler, MN – Load History/Forecast



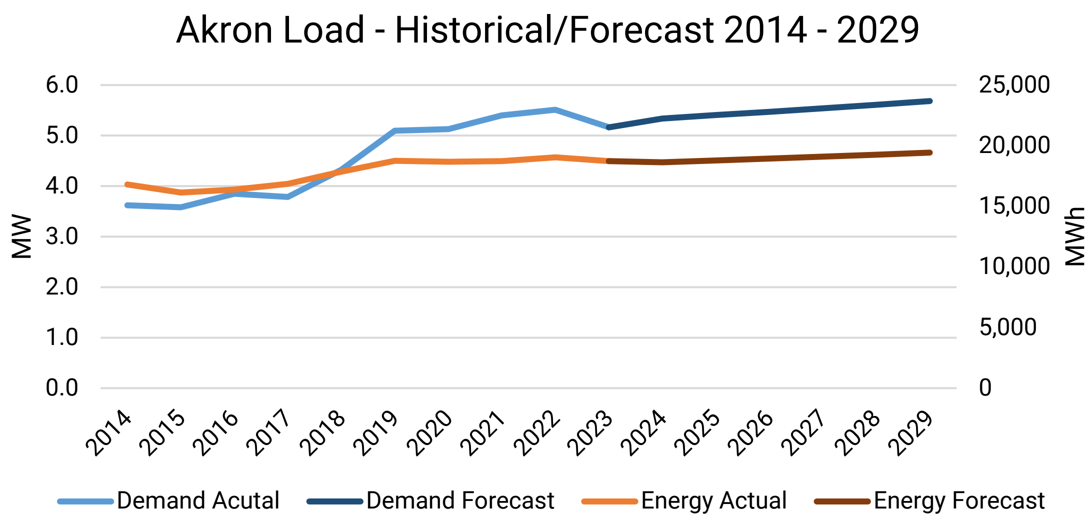
Tyler Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.0	14,129
2015	2.9	13,333
2016	2.8	12,938
2017	3.1	12,979
2018	2.7	13,769
2019	2.9	13,527
2020	2.6	13,217
2021	3.2	13,475
2022	3.2	14,284
2023	3.2	14,110

Tyler Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	3.0	14,003
2025	3.1	14,112
2026	3.1	14,222
2027	3.2	14,333
2028	3.2	14,445
2029	3.2	14,559

Akron, IA – Load History/Forecast



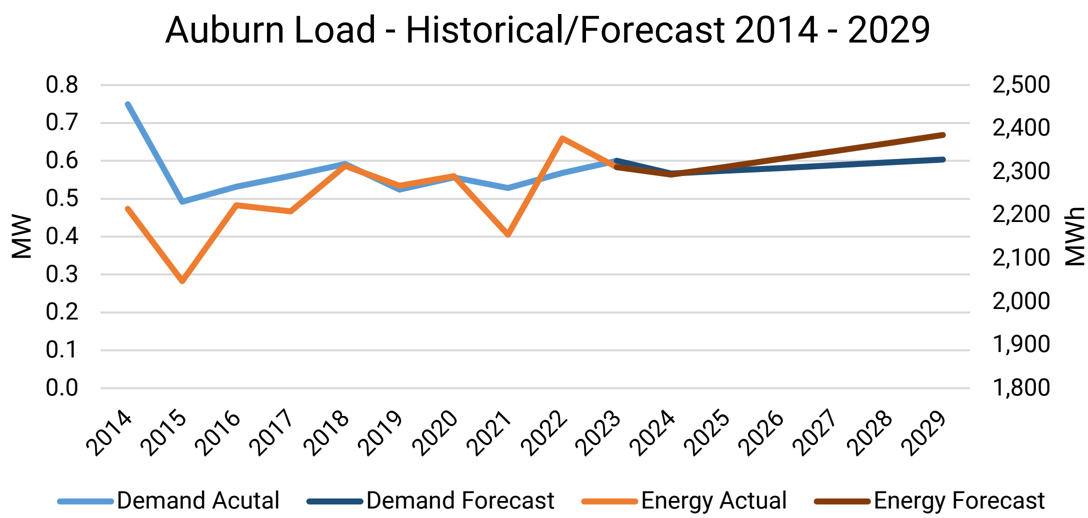
Akron Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	3.6	16,801
2015	3.6	16,135
2016	3.9	16,380
2017	3.8	16,851
2018	4.3	17,852
2019	5.1	18,761
2020	5.1	18,671
2021	5.4	18,733
2022	5.5	19,040
2023	5.2	18,735

Akron Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	5.3	18,630
2025	5.4	18,786
2026	5.5	18,944
2027	5.5	19,104
2028	5.6	19,266
2029	5.7	19,429

Auburn, IA – Load History/Forecast



Auburn Load - Historical 2014 - 2023

	Demand (MW)	Energy (MWh)
2014	0.7	2,214
2015	0.5	2,047
2016	0.5	2,222
2017	0.6	2,208
2018	0.6	2,313
2019	0.5	2,268
2020	0.6	2,290
2021	0.5	2,155
2022	0.6	2,377
2023	0.6	2,310

Auburn Load - Forecast 2024 - 2029

	Demand (MW)	Energy (MWh)
2024	0.6	2,293
2025	0.6	2,311
2026	0.6	2,329
2027	0.6	2,348
2028	0.6	2,366
2029	0.6	2,385