

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Complaint Filed by)	
City of North Sioux City and North Sioux)	
City Economic Development Corporation)	
North Sioux City, South Dakota,)	
)	
Complainant)	
)	
vs.)	Docket No. CE19-001
)	
MidAmerican Energy Company,)	
)	
Respondent.)	

STIPULATED AGREEMENT

It is hereby stipulated and agreed by and between MidAmerican Energy Company (“MidAmerican”), the city of North Sioux City and North Sioux City Economic Development Corporation North Sioux City, South Dakota (NSCEDC, or collectively, the “City”), and the Staff of the South Dakota Public Utilities Commission (Staff) (jointly referred to as, the “Parties”), and request that the following Settlement Stipulation (“Stipulation”) may be adopted by the South Dakota Public Utilities Commission (“Commission”) as the settlement and resolution of all of the issues in this proceeding in the above-captioned matter.

I. INTRODUCTION

On November 4, 2019, the City filed a consumer complaint against MidAmerican concerning the new commercial development in the Flynn Business Park. Specifically, regarding MidAmerican’s current electric tariff and the interpretation of the tariff

regarding reimbursement to the City for costs to build the electric infrastructure. On November 25, 2019, MidAmerican filed its Answer and Motion to Dismiss along with associated Exhibits, in response to the Complaint filed by the City.

The Parties have been able to resolve all issues between them in this proceeding and have entered into this Stipulation, which, if accepted and ordered by the Commission, the City withdraws its formal complaint against MidAmerican, and MidAmerican will file requesting approval from the Commission of revised tariff language.

II. PURPOSE

This Stipulation has been prepared and executed by the Parties for the sole purpose of resolving Docket No. CE19-001. The Parties acknowledge that they may have differing views that justify the end result, which they deem to be just and reasonable, and, in light of such differences, the Parties agree that the resolution of any single issue, whether express or implied by the Stipulation, should not be viewed as precedent setting. In consideration of the mutual promises hereafter set forth the Parties agree as follows:

1) Upon execution of this Stipulation, the Parties shall file this Stipulation with the Commission, together with a joint motion, requesting that the Commission issue an order approving this Stipulation in its entirety without condition or modification.

2) This Stipulation includes all terms of settlement and is submitted with the condition that in the event the Commission imposes any changes in or conditions to this Stipulation which are unacceptable to any Party, this Stipulation may, at the option of any Party, be withdrawn and shall not constitute any part of the record in this proceeding or any other proceeding nor be used for any other purpose.

3) This Stipulation shall become binding upon execution by the Parties, provided however, that if this Stipulation does not become effective in accordance with Paragraph 2 above, it shall be null, void, and privileged. This Stipulation is intended to relate only to the specific matters referred to herein; no Party waives any claim or right which it may otherwise have with respect to any matter not expressly provided for herein; no Party shall be deemed to have approved, accepted, agreed, or consented to any ratemaking principle, or any method of cost of service determination, or any method of cost allocation underlying the provisions of this Stipulation, or be advantaged or prejudiced or bound thereby in any other current or future rate proceeding before the Commission. No Party nor a representative thereof shall directly or indirectly refer to this Stipulation or that part of any order of the Commission relating to this Stipulation as precedent in any other present or future proceeding before the Commission.

4) The Parties to this proceeding stipulate that all filings be made a part of the record in this proceeding. The Parties understand that if this matter had not been settled, additional record evidence from all the parties would have been developed.

III. ELEMENTS OF THE SETTLEMENT STIPULATION

The Parties agree that the resolution of the instant proceeding is global in nature and that each and every element of the Stipulation is reliant on each and every other element of this Stipulation, unless otherwise specified herein.

1. Complaint Withdrawal

The City agrees to the Withdrawal of its formal complaint against MidAmerican in Docket No. CE19-001. The City agrees, contingent upon approval of the revised tariff language, all outstanding issues have been resolved and it will not bring another

complaint against MidAmerican, regarding the same core issues contemplated in this docket.

2. Tariff Modification

MidAmerican agrees to file requesting approval of revised tariff language to allow refunds to flow back to the feeder line extension, as shown in Exhibit II of MidAmerican's Answer and Motion to Dismiss. MidAmerican further agrees to provide the City a revised Refundable Advance contract reflecting the revised tariff language for the Flynn Business Park Two project, contingent upon approval of the revised tariff language by the Commission.

This Stipulation is entered into effective this ^{23rd}~~21st~~ day of January, 2020.

MIDAMERICAN ENERGY COMPANY

CITY OF NORTH SIOUX CITY, a
South Dakota Municipal Corporation

BY: /s/ Katelyn M. Lynch-Butcher
Katelyn M. Lynch-Butcher
Attorney
MidAmerican Energy Company
666 Grand Avenue, Suite 500
P.O. Box. 657
Des Moines, IA 50306-0657

BY: _____
Randy Fredericksen, Mayor

ATTEST:

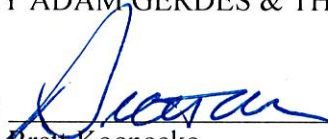
BY: _____
Mike Hamm, Finance Officer

Dated: 1/21/2020

Dated: _____

MAY ADAM GERDES & THOMPSON LLP

OLINGER LAW FIRM

BY: 
Brett Koenecke
503 South Pierre Street
P.O. Box 160
Pierre, SD 57501

BY: _____
William M. Van Camp, Jr.
117 E. Capitol Avenue
P.O. Box 66
Pierre, South Dakota 57501

Dated: 1/23/20

Dated: _____

SOUTH DAKOTA PUBLIC UTILITIES
COMMISSION STAFF

BY: /s/ Kristen Edwards
Kristen Edwards
Staff Attorney
South Dakota Public Utilities
500 E. Capitol Avenue
Pierre, SD 57501

Dated: 1/23/2020

This Stipulation is entered into effective this ~~21st~~^{23rd} day of January, 2020.

MIDAMERICAN ENERGY COMPANY

CITY OF NORTH SIOUX CITY, a.
South Dakota Municipal Corporation

BY: /s/ Katelyn M. Lynch-Butcher

Katelyn M. Lynch-Butcher
Attorney
MidAmerican Energy Company
666 Grand Avenue, Suite 500
P.O. Box. 657
Des Moines, IA 50306-0657

BY: [Signature]

Randy Fredericksen, Mayor
ATTEST:
BY: [Signature]

Mike Hamm, Finance Officer

Dated: 1/21/2020

Dated: 01/23/20

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