

**AGENDA  
CITY OF MILLER  
TUESDAY, DECEMBER 19, 2023  
7:00 P.M.**

*The City of Miller is an equal opportunity employer.*

**Call to Order  
Pledge of Allegiance**

**Approval of Agenda  
Approval of Minutes .....pgs. 1 - 4**

**Public Input**

**Unfinished Business**

1. Policy Manual Change – Inclement Weather .....pg. 5
2. Blachford Sewer

**New Business**

1. Tony Rangel – Sewer Clarification
2. Mike Werdel – Legion, Snow Removal
3. 2024 Meeting Date Changes.....pg. 6
4. St. Lawrence Intergovernmental Agreement ..... pgs. 7 - 11
5. NorthWestern Corporation.....pgs. 12 - 14
6. Farm and Home Show – January 12-13 .....pg. 15
7. Year-end Meeting – December 28 @ 8:00 a.m.
8. Building Permit – Nathan VanZee - fence

**Approval of Bills**

**Executive Session**

Personnel Pursuant to SDCL 1-25-2(1)

**Adjourn**

Public comments are welcomed during public input, but no action can be taken by the Council on comments received at this meeting. Anyone wishing to have the Council vote on an item should call the Finance Office at 853-2705 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

**CITY OF MILLER  
CITY COUNCIL MEETING  
DECEMBER 6, 2023**

*The City of Miller is an equal opportunity employer.*

The City Council met in regular session at city hall at 7:00 p.m. on Wednesday, December 6, 2023.

**MEMBERS PRESENT:** Mayor Tom McGough, Aldermen: Will Jones, Patrick Price, Dale Hargens, and Mike Wetz. Alderwomen: Tammy Lichty and Susan Hargens.

**CALL TO ORDER:** Mayor McGough called the meeting to order.

Pledge of Allegiance was said by all present.

**AGENDA:** Motion by Alderman Price, seconded by Alderman Hargens to approve the agenda as amended to add Next Meeting Date. All members voted aye. Motion carried.

**MINUTES:** Motion by Alderwoman Hargens, seconded by Alderman Hargens to approve the minutes for the regular meeting held on November 20, 2023. All members voted aye. Motion carried.

**PUBLIC INPUT**

Alderman Jones questioned the cost to cap water and sewer lines at the property line. Alderwoman Lichty also had a resident contact her. This topic was deferred to Terry Manning and the Utility Committee. Alderwoman Hargens mentioned a pickup sitting on blocks parked on the street. Chief Huss said they have been trying to talk to the homeowner. Alderman Price recommended posting a notice and removing the vehicle within 48 hours. It was also mentioned that there are still campers parked on the streets. There is an ad in this week's paper reminding residents to remove all campers parked on the streets. Mayor McGough thanked Alderman Price, Miller C&C, and everyone involved in the successful Christmas on the Prairie. A special thank you to the police and sheriff's departments for deputizing the kids to arrest Mr. Grinch. Alderman Price read the following press release: On 12/4/23 Miller Police Department was contacted by law enforcement in Kansas that a fugitive was residing in Miller. Deputy Chief Ames received a felony warrant for Jordan Russel Lane Bell; bond amount of \$250,000. Jordan Russel Lane Bell is being charged with Rape with a Child Under 14 years of age and Aggravated Indecent Liberties with a child in Ford County Kansas. Deputy Chief Ames contacted Hand County Sheriff Croeni to assist in serving this high-profile warrant. Jordan Russel Lane Bell was located at the Dew Drop Inn and was taken into custody without further incident. Miller Police Department would like to thank the Hand County Sheriff's Office and Game Fish and Parks Officers for their assistance.

**DEPARTMENT HEAD REPORTS**

Mayor McGough thanked the city employees for installing the Christmas lights and the electric department for installing the lights at the armory.

**NEW BUSINESS**

**Ron Hofstiezer – Park Mower:** Ron Hofstiezer requested permission to order a new mower for the park and to send the park mower to the ballpark. Motion by Alderman Price, seconded by Alderman Wetz to have Hofstiezer order a new mower with a hopper dump for \$3,730. All members voted aye. Motion carried.

**Building Permit – City Park Addition to Warming House:** Motion by Alderman Price, seconded by Alderman Hargens to approve a building permit for the City of Miller to add an addition to the park warming house pending department head signatures. All members voted aye. Motion carried.

**Ron Blachford – Sewer Problems:** Ron Blachford was present to inform the council that he has sewer problems at his residence. He believes that his sewer runs out to the east and then heads south towards East 7<sup>th</sup> Street. He has hired Olson Construction to put in a clean out in his front yard. He is not asking for anything from the city at this point, just making them aware of the issue.

**Public Hearing**

**New Liquor License Applications:** Mayor McGough called for a public hearing at 7:30 p.m. for two new liquor licenses. Motion by Alderwoman Hargens, seconded by Alderman Jones to approve a new Retail (on-off) Malt Beverage License and a new Retail (on-off) Wine License for Family Dollar Stores of South Dakota, LLC. All members voted aye. Motion carried.

**NECOG Joint Cooperative Agreement:** Motion by Alderwoman Hargens, seconded by Alderman Wetz to sign the Joint Cooperative Agreement with NECOG. They are very instrumental in many of our grant applications and administration. All members voted aye. Motion carried.

**Fuel Bids:** Motion by Alderman Jones, seconded by Alderman Wetz to approve the fuel bid from Agtegra to purchase fuel at the pump price less Federal Fuel Taxes. Agtegra pump prices are typically 10¢ per gallon lower than the other businesses in town. The only other bid we received was for a 6¢ per gallon discount from the pump price plus the Fuel Tax Credit from Cowboy Country Stores. All members voted aye. Motion carried.

**Policy Changes – Inclement Weather:** Motion by Alderman Jones, seconded by Alderman Hargens to table a decision on the Inclement Weather Policy until the next meeting. All members voted aye. Motion carried. **Juneteenth:** Motion by Alderman Jones, seconded by Alderman Wetz to trade the Friday after Thanksgiving for Juneteenth holiday. Five members voted aye. Alderman Hargens voted nay. Motion carried.

**Helms & Associates Agreement:** Motion by Alderman Price, seconded by Alderman Jones sign the Helm's Associates Agreement for the design and construction of the airport connector taxiway and the access road. All members voted aye. Motion carried.

**gWorks – Upgrade to the Cloud:** gWorks is the software the city has used for Utility Billing, Payroll, Accounts Payable, and Accounts Receivable since 2013. Motion by Alderman Price, seconded by Alderwoman Hargens to approve the upgrade to the cloud version of the current software. gWorks is waiving the onboarding fees of approximately \$20,000 if we sign up in 2023. The old software will phase out in the next few years. All members voted aye. Motion carried.

**New Christmas Lights:** Mayor McGough thanked On Hand for their contribution to the new lights at the 4-way.

**Resolution No. 2023-10 – Contingency Transfer:** Motion by Alderwoman Hargens, seconded by Alderman Hargens to approve Resolution No. 2023-10 – Contingency Transfer. All members voted aye. Motion carried.

**Approval of Bills:** Motion by Alderman Hargens, seconded by Alderman Wetz to approve the bills for payment. All members voted aye. Motion carried.

**Meeting Date Change:** Motion by Alderman Price, seconded by Alderman Jones to change the next meeting date to Tuesday, December 19<sup>th</sup> to ensure a quorum will be present. All members voted aye. Motion carried.

**EXECUTIVE SESSION:** Motion by Alderman Wetz, seconded by Alderman Hargens to go into executive session for personnel matters pursuant to SDCL 1-25-2(1) at 8:17 p.m. All members voted aye. Motion carried. Mayor McGough returned the meeting to regular session at 8:45 p.m. No action taken. Alderman Jones left the meeting at 8:40 p.m.

Motion by Alderman Wetz, seconded by Alderwoman Hargens to adjourn the meeting. There being no further business, the meeting was adjourned at 8:46 p.m. All members voted aye. Motion carried.

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Tom McGough, Mayor

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Sheila Coss, Finance Officer

# LEGAL NOTICE OF RECEIPT

Copy of the official proceedings  
was received on: \_\_\_\_\_  
Published once at the  
approximate cost of: \_\_\_\_\_

## Bills December 2023 (1)

A & B Business	Supplies	204.46
Arbor Day Foundation	Membership	15.00
BDS	Garbage	350.00
BSE	Supplies	738.77
Builders Solutions	Supplies	362.66
City Utilities	Utilities	7,109.27
CES	Prof Fees	198.48
First Bank & Trust	Loan	412,492.51
Hand County Publishing	Publications	1,156.56
John Deere Financial	Supplies	1,419.68
MARC	Supplies	1,732.67
Miller Rexall Drug	Supplies	16.15
MMUA	Prof Fees	1,866.20
Napa	Parts	540.24
Oakley Farm & Ranch	Supplies	13.98
OHED	80% BBB	4,046.78
Oswald Trucking	Hauling	11,147.08
Postmaster	Postage	385.00
Riter Rogers Law	Prof Fees	385.00
Servall	Service	118.59
Twin Valley Tire	Tires	1,746.00
Wesco	Supplies	6,009.93
	Accounts Payable Total	<u>\$452,055.01</u>

## Payroll Salary plus

### Benefits by Department:

		12/7/2023		
	Department	w/o OT	OT	Total
41402	FINANCE OFFICE	3,293.15	0.00	3,293.15
42101	POLICE	13,727.03	1,646.13	15,373.16
43101	STREET	8,553.91	0.00	8,553.91
43201	SEWER	5,621.08	0.00	5,621.08
43305	WATER	5,620.98	0.00	5,620.98
43403	ELECTRIC	13,112.17	0.00	13,112.17
		<u>\$49,928.32</u>	<u>\$1,646.13</u>	<u>\$51,574.45</u>

**CITY OF MILLER  
CITY COUNCIL MEETING  
DECEMBER 8, 2023**

*The City of Miller is an equal opportunity employer.*

The City Council met in special session at city hall at 1:00 p.m. on Friday, December 8, 2023.

**MEMBERS PRESENT:** Mayor Tom McGough, Aldermen: Dale Hargens, Will Jones, Patrick Price, and Mike Wetz. Alderwomen: Susan Hargens and Tammy Lichty (via phone).

**CALL TO ORDER:** Mayor McGough called the meeting to order.

Pledge of Allegiance was said by all present.

**AGENDA:** Motion by Alderman Wetz, seconded by Alderman Hargens to approve the agenda. All members voted aye. Motion carried.

**PUBLIC INPUT**

None.

**NEW BUSINESS**

**Blachford Sewer – Missed on Phase II:** Ron Blachford hired Olson Construction to put in a cleanout in his front yard. It was discovered in this process that his sewer was most likely not hooked up when Phase II sewer went by on East 7<sup>th</sup> Street. Olson quoted not more than \$13,500 to hook up the Blachford residence to the sewer main on East 3<sup>rd</sup> Street which is approximately 16.7 feet deep. Motion by Alderman Price, seconded by Alderman Wetz to proceed with the project and add further discussion to the next meeting. All members voted aye. Motion carried.

Motion by Alderman Hargens, seconded by Alderman Wetz to adjourn the meeting. There being no further business, the meeting was adjourned at 1:11 p.m. All members voted aye. Motion carried.

\_\_\_\_\_  
Tom McGough, Mayor

\_\_\_\_\_  
Sheila Coss, Finance Officer

**LEGAL NOTICE OF RECEIPT**

Copy of the official proceedings  
was received on: \_\_\_\_\_  
Published once at the  
approximate cost of: \_\_\_\_\_

**Original Wording:**

**5.9 Inclement Weather**

All closures proclaimed as weather related or acts of God by the Governor of South Dakota or as deemed necessary by the Mayor will be paid as standard workdays. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workday (12 hours for police officers).

Employees designated as essential, e.g. street department, electric department, and police department, will work a standard workday if possible.

Employees not scheduled will not receive any pay for such proclaimed closures.

**New Wording:**

**5.9 Inclement Weather**

All closures proclaimed as weather related or acts of God as deemed necessary by the Mayor (upon recommendations from the police officer on duty, Hand County Emergency Manager, and acting street department head) will be paid as standard workdays. No overtime will be paid to employees who are required to work unless the employees work over the number of hours in a standard workday (12 hours for police officers).

If an employee cannot make it to work due to inclement weather, and a closure is not proclaimed by the Mayor, sick leave may be used upon department head approval.

Employees designated as essential, e.g. street department and police department, will work a standard workday if possible.

Employees not scheduled will not receive any pay for such proclaimed closures.

Notice of office closures will be posted on close lines (Keloland, KABY) and social media.

## 2024 meeting date changes

Date	Holiday	New Meeting Date
January 1	New Year's	January 2
January 15	Martin Luther King Jr. Day	January 16
February 19	Presidents' Day	February 20
September 2	Labor Day	September 3

2024 Spring Concerts do not affect any council meetings. 2024 Christmas concerts are not on the calendar yet.

**INTERLOCAL AGREEMENT FOR  
CITY FINANCE OFFICER SERVICES**

**THIS AGREEMENT** is effective the 1<sup>st</sup> day of January 2024, between the City of St. Lawrence, South Dakota, a municipal corporation ("St. Lawrence"); and the City of Miller, South Dakota, a municipal corporation ("Miller").

**WITNESSETH:**

**WHEREAS**, St. Lawrence does not currently have a finance officer and is desirous of contracting with Miller for the performance of certain duties of the city finance office through the office of the City Finance Office of Miller; and

**WHEREAS**, Miller is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and

**WHEREAS**, such services agreements are authorized and provided for by the provisions of South Dakota Codified Law SDCL § 9-12-4 et al.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1. Term of Agreement.**

This Agreement shall be in effect on the 1st of January 2024 and continue through the 31st of December 2024.

**2. Services—General.**

Miller shall provide the following general administrative and support services:

a. Administration.

Miller shall employ, train, and supervise all necessary personnel to perform the services required by this contract.

b. Office Location/Hours/Availability.

The primary location for delivery of services and storage of all St. Lawrence documents, records, data, and other materials (hereinafter "records") shall be St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD 57373. For so long as this Agreement remains in effect, for convenience Miller may maintain a secondary location at its regular place of business within the Municipal Building in Miller, South Dakota; it is expressly understood that immediately upon termination of this Agreement, all records that constitute the property of St. Lawrence must be returned to the St. Lawrence City Hall, at 106 N. Commercial Ave., St. Lawrence, SD. Miller, unless otherwise directed by the Board of Trustees of St. Lawrence. Miller shall post and maintain regular business hours at the Municipal Building in Miller, SD; events at the St. Lawrence City Hall may be by appointment or notice only, and either party may schedule and appear at those events to ensure regular public access to records. Miller shall allow members of the Board of Trustees of St. Lawrence access to St. Lawrence records at any reasonable time, without delay, and notwithstanding the location of said records.



c. Employee Training and Policies and Procedure.

Miller shall be primarily responsible for all activities and expenses related to employee training; however, from time to time the Parties may agree in advance to provide certain training and allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

d. Facilities/Equipment/Inventory.

St. Lawrence shall be primarily responsible to provide such facilities, equipment, and inventory of supplies as are necessary to fully provide the services required herein; however, from time to time the Parties may agree otherwise to allocate the respective expenses. Nothing in this Agreement shall be construed to waive or otherwise circumvent regular procedures for the approval of expenditures.

**3. Litigation and Civil Hearing Support.**

Upon reasonable notification thereof by St. Lawrence, Miller staff shall appear in court in connection with any criminal enforcement or civil hearing, and for all other hearings on municipal matters. Subpoenas shall not be necessary to ensure such appearance of Miller staff. Miller staff shall also bring all necessary records and documents with them to the court and/or other hearings without the requirement of a Subpoenas Duces Tecum.

Miller staff shall further provide all necessary administrative support for appeals before the Board of Trustees of St. Lawrence. Such support shall include, but is not limited to, scheduling of hearings, payment of necessary fees, maintaining records of hearing proceedings and decisions, and provision of adequate hearing facilities.

**4. Consideration.**

- a. In consideration for Miller's performance of the duties listed herein, St. Lawrence shall pay Miller \$1,000.00/month = \$12,000/year for Sheila Coss, Finance Officer, Christi Danburg, Deputy Finance Officer and Cindy Deuter, Executive Assistant:

b. Access to Employment Information.

St. Lawrence shall have access to the employment records of Miller staff for the purposes of 1) verifying invoices, charges, duties performed, and hours worked, 2) ensuring compliance with applicable laws and regulations, and 3) ensuring compliance with contracts or other agreements that St. Lawrence may engage in or enter into from time to time.

c. Dispute Procedures.

If St. Lawrence disputes a charge or does not believe it has sufficient information to approve a charge when invoiced, it shall notify Miller of the dispute or question prior to the date payment is due. The parties agree to address the matter in good faith and without delay. Charges not in question or dispute shall be paid in a timely manner; payment for charges in dispute or in question shall be suspended until such time as the dispute is resolved or the charges are sufficiently clarified.

**5. Accountability.**

Miller shall provide St. Lawrence with monthly reports concerning Miller's performance under this contract. At a minimum, such reports shall reflect the following information:

- Reconciled Bank Statements
- YTD Expense and Revenue Budget Reports
- Cash Report
- Trial Balance Report
- Other financial reports as requested

**6. St. Lawrence to Provide Miller Copy of Code.**

On an annual basis, St. Lawrence agrees to provide Miller with the most recent copy of the code. If the code is amended during the year, St. Lawrence shall supply a copy of the amendments prior to the time the amendment is to be enforced.

**7. Duty to Follow South Dakota Codified Law.**

Both parties shall follow South Dakota Codified Laws. Should either party refuse to abide by SDCL governing municipal government functions, this contract will be null and void immediately upon written documentation of the indiscretion. Such written documentation shall include a description of the indiscretion, be signed by both parties, and filed with this agreement upon such termination. Unintentional infractions will be recognized and remedied immediately to avoid termination of this contract.

**8. Renewal.**

In order to facilitate the orderly performance of St. Lawrence's constitutional and statutory duties, as well as the duties anticipated in this Agreement, St. Lawrence shall submit to Miller by the first day of October, in the year of this Agreement's execution or renewal, a letter of intent 1) to renew this Agreement on its existing terms, 2) to renew this Agreement with certain specified modifications, or 3) to terminate the Agreement at the end of the calendar year; such notice shall include a list of any proposed modifications for the coming year, if any. Upon notice of St. Lawrence's intent to renew this Agreement, Miller may present any proposed modifications of its own. Both parties must take action to enforce any renewal of this contract, whether on the existing terms or as modified; failure of either party to take action will be deemed a refusal to renew this Agreement on any terms beyond the calendar year, and the parties shall then go about the business of wrapping-up the association and returning all records to their primary location without delay.

**9. Subcontracting.**

Miller shall not assign or subcontract this agreement, or any part of the subject matter thereof, to any person, firm, or corporation without securing prior consent from St. Lawrence or its designee.

**10. Insurance.**

**a. Worker's Compensation.**

Miller will be responsible for providing and paying for all workers compensation insurance coverage for that city's employees, and St. Lawrence shall reimburse Miller upon the conclusion of this agreement for a prorated portion of workers compensation premiums. As such, Miller will give notice to

its workers compensation carrier intending that coverage will be extended to employee(s) providing services hereunder, even when providing services to St. Lawrence.

**b. General Liability and Personal Injury Liability.**

St. Lawrence shall provide general liability and personal injury liability coverage with limits equal to those regularly provided to Miller by its insurer or provider, covering actions or inaction of any Miller employee during the portions of time she is providing services to St. Lawrence. St. Lawrence shall ensure that its general liability and personal liability coverage includes actions or inactions of Miller's employee(s) during the time services are being provided to St. Lawrence and that this coverage would be the primary coverage for actions or inaction of those individuals. St. Lawrence will provide notice to its liability carrier or coverage entity regarding its primary coverage assumed hereunder, so as to ensure such coverage exists during all times that services are being provided to St. Lawrence.

**11. Hold Harmless.**

St. Lawrence agrees to indemnify, defend, save and hold harmless Miller for any liability arising from any action or inaction not otherwise covered by general liability insurance of any Miller employee who performs any services at the request of St. Lawrence during all times she is performing those services for St. Lawrence.

**12. Termination.**

This Agreement may be terminated at will by either party prior to its expiration date by giving thirty (30) days written notice of intent to terminate. No cause for such termination need be shown. In addition, this Agreement may be terminated by either party for a material breach of nonperformance of contract requirements upon thirty (30) days' written notice. Efforts on the part of either party to negotiate a resolution of any breach of the Agreement shall not constitute a waiver of the right to terminate the contract upon thirty (30) days' notice.

**13. Disposition of Assets or Equipment upon Termination or Expiration.**

Upon the expiration or termination of this contract, each Party shall be entitled to keep or receive the assets, equipment and other material previously identified as the separate property of each municipality. This Agreement shall not give rise to any claim of ownership, interest, or unjust enrichment for either party with respect to assets, equipment, or other material. To the extent that the parties contribute jointly to the acquisition of any asset, equipment, or other material, the parties' respective ownership interest shall be determined by each party's respective initial contribution to the acquisition, unless otherwise agreed by the parties.

**14. Funding-Out Provision.**

It is specifically understood and agreed that a multi-year agreement of this nature is binding upon the Municipality if, and only if, each year's financial obligations are approved and authorized by the governing body then holding office. If at any time during the life of this Agreement, the governing body of either party shall fail or refuse to approve or authorize the funds due hereunder for the following municipal fiscal year, then this agreement shall terminate upon the end of the fiscal year for which funds were approved and authorized. Such a termination shall be without penalty to the parties.

**15. Ratification.**

Acts, taken pursuant to this contract, but prior to its execution are hereby ratified and confirmed.

City of St. Lawrence

Shirley Peck  
President Shirley Peck

ATTEST:

\_\_\_\_\_  
Trustee Dean Kolda

City of Miller

\_\_\_\_\_  
Mayor Tom McGough

ATTEST:

\_\_\_\_\_  
President Mike Wetz



November 1, 2023

via Email to [dustin.graham@cityofmiller.com](mailto:dustin.graham@cityofmiller.com)

Dustin Graham, Electric Superintendent  
City of Miller  
120 West 2<sup>nd</sup> Street  
Miller, SD 57362

Re: Request for Consent to Assignment

Dear Dustin:

NorthWestern Corporation conducts utility operations across our service territories under a single entity. We are restructuring, and as of January 1, 2024, our Montana and South Dakota-Nebraska utility operations will separate and become affiliates and subsidiaries of a holding company, NorthWestern Energy Group, Inc. As part of this restructuring, ownership of NorthWestern's South Dakota and Nebraska assets and related contractual obligations will be transferred to a new subsidiary, NorthWestern Energy Public Service Corporation. Our restructuring plan was approved by the South Dakota Public Utilities Commission (GE22-002), the Nebraska Public Service Commission (NG-114), the Montana Public Service Commission (D2022.06.064) and the Federal Energy Regulatory Commission (EC22-72-000).

NorthWestern Corporation and the City of Miller are parties to the agreement listed below. NorthWestern Corporation requests your consent to assign this agreement to NorthWestern Energy Public Service Corporation, effective January 1, 2024. NorthWestern Energy Public Service Corporation will assume all existing and future rights and obligations under the agreement.

- Electric Service Agreement – Emergency-Type Service by and among NorthWestern Energy, East River Electric Power Cooperative, Inc., and the City of Miller dated November 30, 2018 (NWE Rate Schedule No. 41-SD)

NorthWestern Corporation will continue to conduct utility operations in Montana. We will continue to conduct business under the name "NorthWestern Energy" in all service territories. The assignment will not modify the terms and conditions of the agreement, other than the identification of the parties, and we do not anticipate changes in the working relationship of our respective companies. *After January 1, direct all invoices or payments to "NorthWestern Energy Public Service Corporation."*

To indicate your consent to this assignment, please have the appropriate representative sign below and return an electronic copy to Dori Quam at [dori.quam@northwestern.com](mailto:dori.quam@northwestern.com).



Attached is additional information for your records. Please reach out to your primary NorthWestern Energy business partner or Dori Quam at (605) 978-2830 with any questions.

Best regards,

**Brad Wenande**

*Director - SD/NE Operations*

cc: John Knofczynski, [jknofczynski@eastriver.coop](mailto:jknofczynski@eastriver.coop)

**Consent to Assignment**

The City of Miller hereby consents to the assignment of the Electric Service Agreement -- Emergency-Type Service listed above from NorthWestern Corporation to NorthWestern Energy Public Service Corporation.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

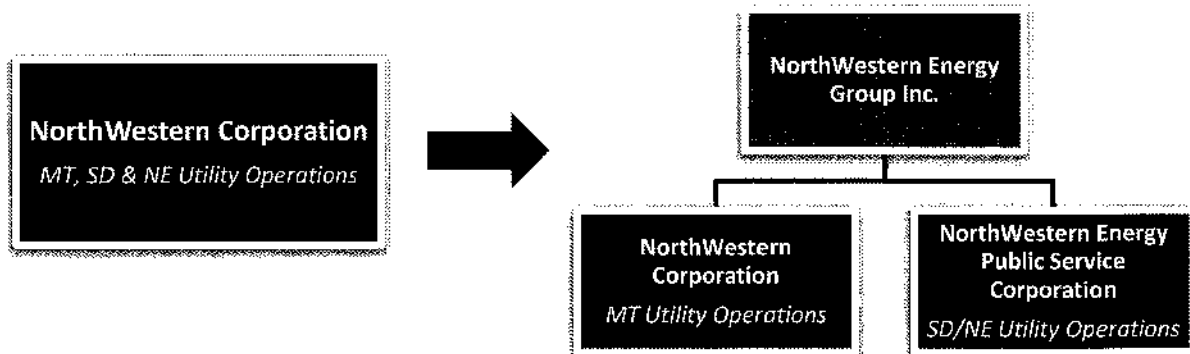
Title: \_\_\_\_\_

Date: \_\_\_\_\_



Updated Information for your Records, effective January 1, 2024

	Montana Utility	South Dakota-Nebraska Utility
<b>Name</b>	NorthWestern Corporation	NorthWestern Energy Public Service Corporation
<b>d/b/a</b>	NorthWestern Energy	NorthWestern Energy
<b>State of Incorporation</b>	Delaware	South Dakota
<b>Tax ID Number</b>	46-0172280	93-1621058
<b>DUNS® Number</b>	00-792-0291	12-928-7403
<b>LEI</b>	3BPWMBHR1R9SHUN7J795	2945005BWNTMASH6XX81
<b>Principal Address</b>	11 E. Park Street Butte, MT 59701	3010 West 69 <sup>th</sup> Street Sioux Falls, SD 57108
<b>Banking Information</b>		
<b>Account Name</b>	NorthWestern Corporation General Account	NorthWestern Energy Public Service Corporation - General
<b>Bank</b>	U.S. Bank N.A. 800 Nicollet Mall Minneapolis, MN 55402	U.S. Bank N.A. 800 Nicollet Mall Minneapolis, MN 55402
<b>Account No.</b>	153910224325	153912161061
<b>Routing/Transit No.</b>	123000848	123000848
<b>SWIFT No.</b>	USBKUS44IMT	USBKUS44IMT
<b>Key Contacts</b>		
<b>Accounts Payable</b> <a href="mailto:accountspayable@northwestern.com">accountspayable@northwestern.com</a>		<b>Accounts Receivable</b> 11 E. Park Street, Butte, MT 59701
<b>Wire Instructions</b> Kellie Sandquist, Lead - Cash Management (605) 978-2841 <a href="mailto:Kellie.Sandquist@northwestern.com">Kellie.Sandquist@northwestern.com</a>		<b>Credit</b> Dennis Heinz, Manager - Credit (605) 353-7517 <a href="mailto:Dennis.Heinz@northwestern.com">Dennis.Heinz@northwestern.com</a>
<b>Contract Administration</b> Shane Sutton, Manager - Supply Chain (406) 497-2113 <a href="mailto:contractadministration@northwestern.com">contractadministration@northwestern.com</a>		<b>Legal</b> Jonathan M. Oostra, Senior Corporate Counsel (605) 978-2940 <a href="mailto:Jon.Oostra@northwestern.com">Jon.Oostra@northwestern.com</a>





The 2024 Farm & Home Show is scheduled for January 12-13 at the National Guard Armory in Miller, SD. We would like to take this opportunity to invite you to join us as an exhibitor. **On Friday, the show opens at 3:00 p.m. and runs until 8:00 p.m. On Saturday, the show is open from 9:00 a.m. until 1:00 p.m.** Setup for the event will be on Friday from 12 noon until 3:00 p.m.

If you would like a booth, you are encouraged to respond as soon as possible. **You, or someone from your organization, must be present both days of the show to man your booth.** Booth rent is \$100 for an 8-foot space, which includes one table and two chairs, and is **non-refundable**. Rental fees are due January 1, 2024. Booths will be filled on a first come, first served basis. If you have exhibited with us before and would like to request a spot you would prefer, please make note of that on your registration form and best efforts will be made to accommodate you. Electricity is available, but you will need to bring your own extension cords (please bring several as it may be a distance to an outlet) and power strips. You are also welcome to bring additional tables and chairs. If something should change and you are unable to attend the show, you may find a substitute vendor to take your spot. If you are unable to find a substitute vendor, please contact us so we may contact vendors on our waiting list. If vendors from the waiting list are substituted, your rent will be refunded.

**You must have a tax ID number if you plan on selling any products at the show.** All exhibitors will be required to fill out a form from the SD Dept. of Revenue, regardless if they sell things or not. Vendors are responsible for sending the form to the Dept. of Revenue.

Please **COMPLETELY** fill out the form below and return it with your booth rental fee as soon as possible. When your registration form and booth rent is received you will be added to the show floor plan. If you have questions, please contact LCIA president Aaron Stevens at the number/email listed below. Thank you and we look forward to seeing you on January 12-13, 2024!

Aaron Stevens  
Hand County LCIA President  
605-870-1649  
aaronstevens17@hotmail.com  
118 East 5<sup>th</sup> Street, Miller, SD 57362

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**MILLER FARM & HOME SHOW – JANUARY 12 -- 13, 2024**

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- ☐ I would like a booth. Checks are payable to Hand County LCIA and need to be returned by January 1, 2024.
- ☐ I would like to help sponsor the pancake feed. ☐ \$25 ☐ \$50 ☐ \$100 ☐ other
- ☐ I will be using electricity. Please note what size voltage you need. \_\_\_\_\_
- ☐ I would like to donate a door prize for the show to be given away at the LCIA booth.
- ☐ Please list your donation here: \_\_\_\_\_
- ☐ No thanks, I'll give door prizes at my booth at my own discretion.
- ☐ Check if you need a receipt.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **CONTACT PHONE #** \_\_\_\_\_

**PRODUCT/SERVICES:** \_\_\_\_\_

**RETURN BOTTOM PORTION OF FORM & BOOTH RENT (payable to Hand County LCIA) TO: Hand County LCIA, 118 East 5<sup>th</sup> St., Miller, SD 57362**