

RECEIVED

NOV 28 2007

KOLKER LAW OFFICE

P.O. Box 467 - 102 N. Main  
Groton, South Dakota 57445

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Richard L. Kolker  
Kari A. Bartling

605-397-8464  
Fax - 605-397-8497  
email: tdlaw@nvc.net

November 27, 2007

Kara Semmler  
Staff Attorney  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501-5070

Re: In the Matter of LW Sales/LW Seed's Failure to Obtain Necessary Licensure Prior to  
Operation as a Grain Dealer in the State of South Dakota - Docket GD 07-001

Dear Kara:

Enclosed please find check #4115 in the amount of \$1,000.00 made payable to the Public Utilities Commission. The amount of this check constitutes the \$1,000.00 civil fine that was agreed to by Larry Wheeting in the stipulation dated November 20, 2007, a copy of which is attached hereto. If you would kindly apply this check to that civil fine I would greatly appreciate it.

Best regards.

Sincerely,



Kari A. Bartling  
KAB/gz

Pc: Larry Wheeting

**RECEIVED**

NOV 28 2007

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF LW SALES/LW SEED'S )  
FAILURE TO OBTAIN NECESSARY )  
LICENSURE PRIOR TO OPERATON AS A )  
GRAIN DEALER IN THE STATE OF SOUTH )  
DAKOTA )

GD07-001

**STIPULATION**

COMES NOW, LW Sales, Inc. a/k/a LW Seed (hereinafter "LW Sales") and any other entity owned, controlled or operated by Larry Wheeting and the Public Utilities Commission of the State of South Dakota (hereinafter "PUC") and hereby stipulate and agree as follows:

1. That the above-captioned matter arises out of a complaint filed with the PUC that LW Sales was selling millet, and other products that can be classified as grain, to certain entities in the mushroom industry, and that such sales were being made without LW Sales having a South Dakota grain dealers license.
2. That the parties have agreed that, in order to settle this matter, LW Sales will stipulate to a civil fine of \$1,000.00 pursuant to SDCL 49-45-1.
3. In exchange, the PUC will dismiss any and all complaints it has or may bring against LW Sales for any and all alleged sales of millet, or any other products classified as grain, it sold to any mushroom entity which were sold up to the date of this agreement.
4. That LW Sales agrees that, from the date of this agreement forward, if LW Sales desires to purchase millet, or any other products that can be classified as grain, and resell it to any entities engaged in the mushroom industry or to any other entities that would use the millet or other products as grain rather than seed, it will follow all PUC rules and regulations. Further LW Sales agrees that from the date of this Agreement forward sales, of millet, rye or any other seeds that could be classified as grain will constitute grain sales requiring a

license from the PUC except seed sales to producers who intend to plant the seed for reproduction of the species being planted.

5. That LW Sales shall cooperate with the PUC grain warehouse division on any future compliance inspection.

6. That the parties agree that this Stipulation may be memorialized in a Commission order, a violation of which constitutes contempt.

Dated this 20<sup>th</sup> day of November, 2007.

LW Sales, Inc.

South Dakota Public Utilities Commission

By: Larry Wheeler  
Its: President

By: Karl Smith  
Its: Staff Attorney