

RESOLUTION NO. 38-03

WHEREAS, The City of Brookings is authorized pursuant to South Dakota Codified Law 9-4-1 to annex contiguous territory upon receipt of a written petition, describing said territory sought to be annexed, signed by not less than three-fourths (3/4) of the legal voters and by the owner or owners of not less than three-fourths (3/4) of the value of said territory, and

WHEREAS, The City of Brookings desires to annex the following described property, to wit:

the northwest one quarter (NW 1/4) of Section 6-T109N-R49W except the platted areas thereof, and

WHEREAS, The aforesaid land is contiguous to the present boundaries of the City of Brookings, and

WHEREAS The City of Brookings has received a Petition For Annexation of Territory signed by the owners of greater than three-fourths (3/4) of the value of the aforesaid property and by not less than three-fourths (3/4) of the legal voters residing in said territory, now therefore

BE IT RESOLVED By the City of Brookings, South Dakota, that the property described above is hereby annexed to the City of Brookings.

Dated this 8th day of July, 2003.

ATTEST:



Shari Thornes
Shari Thornes, City Clerk

CITY OF BROOKINGS

Scott D. Munsterman
Scott D. Munsterman, Mayor

AGREEMENT
for SALE OF PROPERTY and
TRANSFER OF SERVICE TERRITORY
between the CITY OF BROOKINGS and
SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.
A03.3
(City of Brookings Resolutions 38-03)

THIS AGREEMENT made and entered into this 17 day of March, 2004 by and between SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative" and the MUNICIPAL UTILITY BOARD for the CITY OF BROOKINGS, SOUTH DAKOTA, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, the Cooperative and the City entered into a Territorial Agreement dated January 19, 1976, pursuant to the provisions of Chapter 49-34A, SDCL, which Agreement was approved and ratified by the Public Utilities Commission for the State of South Dakota, and

WHEREAS, thereafter the City did annex certain territories to the City, which territories were service territory of the Cooperative, and

WHEREAS, the City has proposed to purchase the facilities and assume service to all consumers in the newly annexed areas pursuant to the letter proposal dated September 5, 2003, and the Cooperative is willing to sell said facilities in accordance therewith, now therefore,

FOR AND IN CONSIDERATION of the mutual promises, conditions and terms contained herein, the parties do hereby covenant, contract and agree as follows, to-wit:

I.

The Cooperative hereby relinquishes all service rights to the City in the following described territory, to-wit:

The Northwest quarter (NW ¼) of Section 6-T109N-R49W in the County of Brookings, State of South Dakota.

in accordance with the maps attached hereto as "Exhibit A. ".

II.

The Cooperative hereby agrees to sell and the City hereby agrees to purchase the electric lines, poles, appurtenances and facilities located within and/or near the above described property and to pay for the costs of reintegrating the Cooperative's system. The City will not purchase the transformers or oil circuit reclosers and the City will be responsible to return the transformers and oil circuit reclosures to the Colman headquarters warehouse in Colman, SD, all in accordance with the schedule attached hereto as "Exhibit B".

III.

The purchase price for facilities being sold to the City shall be \$136,561.98, as itemized and set forth in said Exhibit B attached. Said purchase price shall be paid by the City within 30 days of the Date of Possession.

IV.

As and for additional consideration for the purchase of the Cooperative's facilities and the right to serve existing and all future customers within the above described territory assumed by the City, the City furthermore agrees to pay as compensation for service rights an amount each month equal to the sum of twenty-five (25%) percent of the gross revenues received from power sales to all existing or future customers of electric power within the assumed service territory. Said monthly payments shall continue for a period of eighty-four (84) months, commencing on the date that the City takes over said facilities. Gross revenues for the purpose of this paragraph shall be determined by applying the Cooperative's electrical rates in effect as of the date that the City takes over said territory.

V.

The City agrees to apply to the South Dakota Public Utilities Commission of the State of South Dakota for the transfer and assignment of the Cooperative's certified service territory to the City.

VI.

It is understood and agreed that the Date of Possession of said facilities shall be 3/18/2004. The parties agree to work together to effect a smooth transition causing the least inconvenience to electric patrons located within the City.

VII.

The Cooperative agrees to refund to its customers, as of, or prior to the Date of Possession, any refundable deposits and there shall be no assumption by the City of such refundable deposits. From and after the Date of Possession, the Cooperative agrees to indemnify, and save harmless the City against any and all claims based upon transactions occurring prior to the Date of Possession with respect to refundable deposits.

VIII.

At the time of transfer of individual consumers, the consumer meters shall be jointly read by representatives of the City and the Cooperative. This reading shall be used to determine the final bill to be issued by the Cooperative and the initial reading for use by the City. The Cooperative shall be entitled to all revenues derived from sales prior to said meter reading, and shall be responsible for collection of those revenues, except: any receivables still outstanding 60 days following the transfer date shall be purchased by the City, and further collection shall be the responsibility of the City. The Cooperative shall make diligent effort to collect its revenues within the 60 day period.

IX.

The Cooperative's cash retirement of consumers' retained capital credits shall be consistent with Cooperative policy.

X.

The Cooperative shall assign to the City all right-of-way easements of record pertaining to the facilities to be purchased by the City through this Agreement. The City shall prepare the assignment documents.

XI.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

(SEAL)

By *Hester Ellison*
President

ATTEST:

Bonnie Bartels
Secretary

CITY OF BROOKINGS UTILITIES BOARD

(SEAL)

By *Robert Lamberton*
Chairman

ATTEST:

Aimee P. Myers
Secretary

City of Brookings

Exhibit A

A03.3

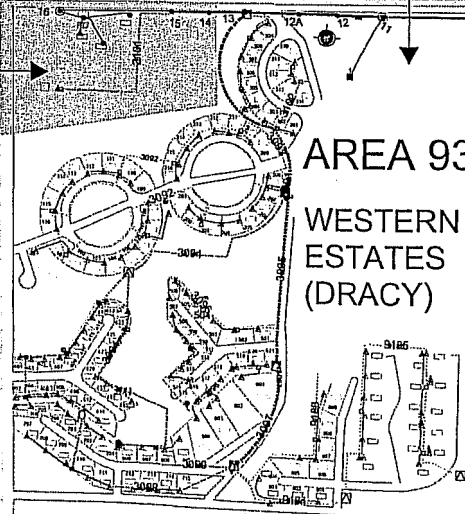
Existing
City of
Brookings
Territory

ABC



Annexation

Additional
Territory



AREA 93
WESTERN
ESTATES
(DRACY)

NW1/4 Sec 6-T109N-R49W
Trenton Township
Brookings, South Dakota

4.86800

RESOLUTION NO. 19-04

WHEREAS, The City of Brookings is authorized pursuant to South Dakota Codified Law 9-4-1 to annex contiguous territory upon receipt of a written petition, describing said territory sought to be annexed, signed by not less than three-fourths (3/4) of the legal voters and by the owner or owners of not less than three-fourths (3/4) of the value of said territory, and

WHEREAS, The City of Brookings desires to annex the following described property, to wit:

Lot 1, Clark Addition and Outlot A excluding the N444' thereof, all in the SW 1/4 of Section 20-T110N-R49W.

WHEREAS, The aforesaid land is contiguous to the present boundaries of the City of Brookings, and

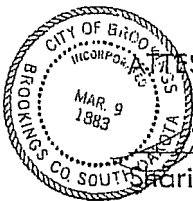
WHEREAS The City of Brookings has received a Petition For Annexation of Territory signed by the owners of greater than three-fourths (3/4) of the value of the aforesaid property and, by the owner or owners of not less than three-fourths (3/4) of the value of said territory, now therefore;

BE IT RESOLVED By the City of Brookings, South Dakota, that the property described above is hereby annexed to the City of Brookings.

Dated this 20th day of April, 2004

CITY OF BROOKINGS

[Handwritten Signature]
Scott D. Munsterman, Mayor



[Handwritten Signature]
Sari Thornes, City Clerk

STATE OF SOUTH DAKOTA COUNTY OF BROOKINGS
FILED THIS 2nd DAY OF April 2004 AT 10:45 O'CLOCK A M
BOOK 174 Misc PAGE 1937
[Handwritten Signature] BY _____

REGISTER OF DEEDS

DEPUTY



RESOLUTION NO. 44-04

WHEREAS, The City of Brookings is authorized pursuant to South Dakota Codified Law 9-4-1 to annex contiguous territory upon receipt of a written petition, describing said territory sought to be annexed, signed by not less than three-fourths (3/4) of the legal voters and by the owner or owners of not less than three-fourths (3/4) of the value of said territory, and

WHEREAS, The City of Brookings desires to annex the following described property, to wit:

Outlot B in the NW 1/4, SW 1/4 of Section 20-T110N-R49W and
Outlots B and E in the SW 1/4, SW 1/4 of Section 20-T110N-R49W, and

WHEREAS, The aforesaid land is contiguous to the present boundaries of the City of Brookings, and

WHEREAS, The City of Brookings has received a Petition For Annexation of Territory signed by the owners of greater than three-fourths (3/4) of the value of the aforesaid property and by not less than three-fourths (3/4) of the legal voters residing in said territory, now therefore

BE IT RESOLVED By the City of Brookings, South Dakota, that the property described above is hereby annexed to the City of Brookings.

Dated this 13th day of July, 2004.

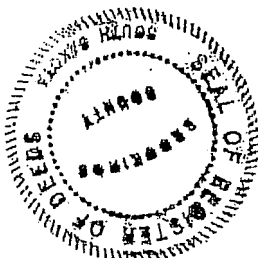


ATTEST:

Mari Thorges
City Clerk

CITY OF BROOKINGS
[Signature]
Mayer

STATE OF SOUTH DAKOTA, COUNTY OF BROOKINGS



FILED THIS SEP 14 2004
AT 3:25 O'CLOCK P M BOOK 124 PAGES 2340
[Signature] BY _____
REGISTER OF DEEDS

107697

CITY LIMITS

LOT 1
OF BLOCK 7

BLOCK 7

LOT 2
OF BLOCK 7

VACATED

BLOCK 6

WIESE ADDITION

BLOCK 3

MULTIPLY ACCESS DRIVE
BLOCK 4 BLOCK 5

BLOCK 1

BLOCK 2

THIRTY-SECOND AVE.

34TH AVENUE

CITY LIMITS

CITY LIMITS

CITY LIMITS

CITY LIMITS

CITY LIMITS

RES # 44-04

RES # 19-04

RES # 44-04

O.L. 'B'

O.L. 'C'

O.L. 'D'

O.L. 'A'

O.L. 'B'

O.L. 'E'

O.L. 'F'

1 CLARK ADDITION

HIGHWAY 14

6TH STREET

ANNEXATION
SW 1/4, SEC. 20 T110N R49W
JULY 2004
SCALE: 1"=300'

AGREEMENT
for SALE OF PROPERTY and
TRANSFER OF SERVICE TERRITORY
between the CITY OF BROOKINGS and
SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

A05.1
(City of Brookings Resolutions 19-04 and 44-04)

THIS AGREEMENT made and entered into this 23 day of February, 2005 by and between SIOUX VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative" and the MUNICIPAL UTILITY BOARD for the CITY OF BROOKINGS, SOUTH DAKOTA, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, the Cooperative and the City entered into a Territorial Agreement dated January 19, 1976, pursuant to the provisions of Chapter 49-34A, SDCL, which Agreement was approved and ratified by the Public Utilities Commission for the State of South Dakota, and

WHEREAS, thereafter the City did annex certain territories to the City, which territories were service territory of the Cooperative, and

WHEREAS, thereafter the parties have identified an adjacent area within the service territory of the Cooperative that would be best served by the Utility serving the annexed area, and

WHEREAS, the City has proposed to purchase the facilities and assume service to all consumers in the newly annexed areas (Brookings Resolution No. 19-04 and 44-04) pursuant to letter proposals dated November 17, 2004, and the area adjacent to the annexed area, and the Cooperative is willing to relinquish all service rights in accordance therewith, now therefore,

FOR AND IN CONSIDERATION of the mutual promises, conditions and terms contained herein, the parties do hereby covenant, contract and agree as follows, to-wit:

I.

The Cooperative hereby relinquishes all service rights to the City in the following described territory, to-wit:

Lot 1, Clark Addition and Outlot A excluding the N444' thereof, all in the SW $\frac{1}{4}$ of Section 20-T110N-R49W, all in the County of Brookings, State of South Dakota. (Brookings Resolution No. 19-04)

Also, Outlot B in the NW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 20-T110N-R49W and Outlots B and E in the SW $\frac{1}{4}$, SW $\frac{1}{4}$, of Section 20-T110N-R49W, all in the County of Brookings, State of South Dakota (Brookings Resolution No. 44-04).

Also, Outlot F in the SW $\frac{1}{4}$ of Section 20-T110N-R49W and Outlot G in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 20-T110N-R49W, all in the County of Brookings, State of South Dakota (adjacent to the annexed area).

in accordance with the map attached hereto as "Exhibit A".

II.

The Cooperative hereby agrees to sell and the City hereby agrees to purchase the electric lines, poles, appurtenances and facilities located within and/or near the above described property and to the City agrees to pay for the costs of reintegrating the Cooperative's system (if any), all in accordance with the schedule attached hereto as "Exhibit B".

III.

The purchase price for facilities being sold to the City shall be \$2,466.60, as itemized and set forth in said Exhibit B attached. Said purchase price shall be paid by the City within 30 days of the Date of Possession.

IV.

As and for additional consideration for the purchase of the Cooperative's facilities and the right to serve existing and all future customers within the above described territory assumed by the City, the City furthermore agrees to pay as compensation for service rights an amount each month equal to the sum of twenty-five (25%) percent of the gross revenues received from power sales to all existing or future customers of electric power within the assumed service territory. Said monthly payments shall continue for a period of eighty-four (84) months, commencing on the date that the City takes over said facilities. Gross revenues for the purpose of this paragraph shall be determined by applying the Cooperative's electrical rates in effect as of the date that the City takes over said territory.

V.

The City agrees to apply to the South Dakota Public Utilities Commission of the State of South Dakota for the transfer and assignment of the Cooperative's certified service territory to the City.

VI.

It is understood and agreed that the Date of Possession of said facilities shall be _____. The parties agree to work together to effect a smooth transition causing the least inconvenience to electric patrons located within the City.

VII.

The Cooperative agrees to refund to its customers, as of, or prior to the Date of Possession, any refundable deposits and there shall be no assumption by the City of such refundable deposits. From and after the Date of Possession, the Cooperative agrees to indemnify, and save harmless the City against any and all claims based upon transactions occurring prior to the Date of Possession with respect to refundable deposits.

VIII.

At the time of transfer of individual consumers, the consumer meters shall be jointly read by representatives of the City and the Cooperative. This reading shall be used to determine the final bill to be issued by the Cooperative and the initial reading for use by the City. The Cooperative shall be entitled to all revenues derived from sales prior to said meter reading, and shall be responsible for collection of those revenues, except: any receivables still outstanding 60 days following the transfer date shall be purchased by the City, and further collection shall be the responsibility of the City. The Cooperative shall make diligent effort to collect its revenues within the 60 day period.

IX.

The Cooperative's cash retirement of consumers' retained capital credits shall be consistent with Cooperative policy.

X.

The Cooperative shall assign to the City all right-of-way easements of record pertaining to the facilities to be purchased by the City through this Agreement. The City shall prepare the assignment documents.

XI.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and date first above written.

SIoux VALLEY-SOUTHWESTERN ELECTRIC COOPERATIVE, INC.

(SEAL)

By *Don L. Mark*
President

ATTEST:

John G. Nelli
Secretary

CITY OF BROOKINGS UTILITIES BOARD

(SEAL)

By *Harold E. Lamb*
Chairman

ATTEST:

Strom Myers
Secretary

Exhibit A

A05.1

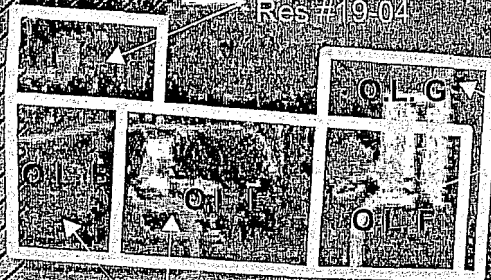


Annexation
Res #44-04

Existing
City of
Brookings
Territory

SW 1/4 Sec 10, T42N, R10W, S20E
Brookings County, South Dakota

Annexation
Res #19-04



Adjacent Area
to be transferred
OL and OLG

Annexation
Res #44-04