

PSC77LTS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: PUBLIC SERVICE COMPANY OF COLORADO

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: PURCHASE AGREEMENT AND
BILL OF SALE DATED APRIL 20, 1978 FOR SALE OF GOODS AND CHATTELS (STREET
LIGHT FACILITIES IN PLACE AND STREET LIGHT EQUIPMENT) - \$191,000.00

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1977 AND 1978

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 19 77, by and between PUBLIC SERVICE COMPANY OF COLORADO, a corporation duly organized and existing under the laws of the State of Colorado, hereinafter referred to as "Company," and the CITY OF GRAND JUNCTION, a municipal corporation existing under the laws of the State of Colorado, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, Company is a public utility engaged in the distribution and sale of electric energy and electric service within the corporate limits of the City and heretofore provided street lighting service to the City under the terms of a franchise granted by the City by Peoples Ordinance No. 29 and approved by the taxpaying electors of the City at an election held on August 22, 1950, which franchise expired September 8, 1975, and which franchise provided that City would own certain ornamental street lighting standards and related facilities, and

WHEREAS, in order to facilitate the operation and maintenance of said street lighting service and in the interest of greater economy in the City's operation, the City desires to sell and the Company is willing to purchase said City-owned facilities, with the exception of street lighting facilities for State-Federal Freeways, which sale shall also be contingent upon the approval of the grant of a new franchise to the Company by the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

1. The City agrees to sell and convey to Company and Company agrees to purchase and pay for the ornamental street lighting standards, including standards supporting both street lights and traffic signals, luminaries and related street lighting equipment owned on the effective date of this Agreement by City and used or useful in the illumination of its public streets, alleys or other public ways and places, with certain exclusions as provided following. Said facilities shall include City-owned facilities in place within the city limits or in the streets adjacent to the city limits, facilities in City's warehouse stock, and facilities on order as of this date for street lighting

purposes. Such facilities shall include but are not limited to those described in Exhibit A attached hereto. There shall be excluded from said facilities to be sold any street lighting facilities installed for State-Federal Freeways within the City of Grand Junction.

2. Company agrees to pay for those street lighting facilities purchased pursuant to this agreement a purchase price in the amount of One Hundred Ninety-one Thousand Dollars (\$191,000), such payment to be made on the effective date of this Agreement as set forth in paragraph 4 hereof.

3. The quantity and description of said facilities shall be determined by a physical inventory to be made jointly by representatives of City and Company. The City shall supply the Company with such information as shall be necessary for the determination of the original cost to the City of such facilities.

4. Ownership of the facilities to be sold hereunder shall date from the effective date of this agreement, which effective date shall be coincident with the effective date of that certain franchise granting to Company the right to continue the distribution and sale of electric energy and electric service in the City, to be submitted for the approval of the electors of the City at an election to be held November 22, 1977.

5. On the effective date of this agreement, as provided above, City shall furnish Company a Bill of Sale of said facilities in form satisfactory to Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its duly authorized officials, and City pursuant to due action and authority of its City Council taken and given in the premises, has caused this contract to be executed in its name and signed by its Mayor and City Clerk.

PUBLIC SERVICE COMPANY OF COLORADO

By Jack W. House

ATTEST:

W. O. Hough
Secretary

CITY OF GRAND JUNCTION

By Lawrence J. Hines
Mayor

ATTEST:

Neva D. Lockhart, C.M.C.
City Clerk

03.22.77

BILL OF SALE

RECEIVED of PUBLIC SERVICE COMPANY OF COLORADO, Buyer, the sum of ONE HUNDRED NINETY-ONE THOUSAND DOLLARS (\$191,000.00) in consideration of which the undersigned Seller hereby grants, bargains, sells and conveys to the above named Buyer, its successors and assigns the property, goods and chattels described as follows:

See Exhibits A and B attached hereto.

Said property being located within the city limits of Grand Junction, Colorado, as they existed November 23, 1977.

County of Mesa, State of Colorado:

TO HAVE AND TO HOLD the same unto the Buyer, its successors and assigns, forever.

The Seller hereby warrants that it is the lawful owner of said property but does not warrant the condition of the same.

Seller sells said property without any implied warranties of any type and particularly without any implied warranty of merchantability and the fitness for a particular use. Buyer shall be solely responsible for determining the adequacy of the property for any and all uses to which the Buyer shall apply the property, and the application of the property by Buyer shall not be subject to any implied warranty of fitness for that purpose.

No warranties have been made by Seller in reference to the property unless expressly included in this written Bill of Sale between Buyer and Seller.

EXECUTED this 20 day of April, 1977, at Grand Junction, Colorado.

CITY OF GRAND JUNCTION, Seller

Attest:

Deva B. Lockhart, CME
City Clerk

Lawrence L. Lozisek
President of the Council

EXHIBIT "A"

STREET LIGHT FACILITIES IN PLACE

- 368 - Concrete Street Light Foundations
- 22 - Street Light Standards Aluminum, 25 feet
- 288 - Street Light Standards Aluminum, 27 feet
- 15 - Street Light Standards Aluminum, 37 feet
- 34 - Street Light Standards Steel, 25 feet
- 3 - Street Light Standards Steel, 27 feet
- 6 - Street Light & Traffic Light Combination Standards Steel
- 84 - Street Light Fixtures Brackets, 12 feet and over
- 391 - Street Light Fixture Brackets, under 12 feet
- 1 - Street Light Luminaire, 7000 Lum. Mercury Vapor, Vertical
- 35 - Street Light Luminaires, 20,000 Lum. Mercury Vapor, Vertical
- 422 - Street Light Luminaires, 20,000 Lum. Mercury Vapor, Horizontal
- 16 - Street Light Luminaires, 37,000 Lum. Mercury Vapor, Horizontal

STREET LIGHT EQUIPMENT (STOCK)

- 1-Pkg - Base Bolt Covers (4-ea.) Shims & Aluminum Standard Cap
- 8-Ea. - Aluminum Standard Top Cap 4½" OD
- 7 Sets - (4 ea.) Base Bolt Covers
- 1-Ea. - Steel-Pole Top Cap, 6 3/8 ID
- 1-Ea. - Aluminum-Pole Top Cap, 7½ ID
- 1-Pkg - 3/4 x 3¼" Bolts & Washers
- 8-Ea. - Base Shim 3½ x 4½"
- 18-Ea. - Base Shim 3 x 3
- 33-Ea. - Casting Aluminum, Base Bolt Cover