

BOW90FIR

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ROBERT BOWLING, JAMES BRIGHT, WILLIAM CHAMBERLAIN, THOMAS CHAPMAN, GLENN CRESPIAN, RALPH ERSKINE, LEE ROY JOHNSON, DON MCGUIRE, JOHN PATTERSON, RAY ROLAND, DAVID SHAW, BILLIE SMITH, VIRGIL TAYLOR (HERINAFTER "LIEUTENANTS") AND THE HEIRS, SUCCESSORS AND ASSIGNS OF EACH

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: SETTLEMENT AGREEMENT AND GENERAL RELEASE DATED 01-01-1990, FOR CITY TO PAY FOR PENSION CONTRIBUTION OWED TO LIEUTENANTS FOR THE PERIOD BEGINNING OCTOBER 1, 1987 AND ENDING MARCH 1, 1990.

CITY DEPARTMENT: FIRE

YEAR: 1990

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

SETTLEMENT AGREEMENT AND GENERAL RELEASE

1. The parties to this Agreement are the City of Grand Junction (hereinafter "City") and Robert Bowling, James Bright, William Chamberlain, Thomas Chapman, Glenn Crespin, Ralph Erskine, Lee Roy Johnson, Don McGuire, John Patterson, Ray Roland, David Shaw, Billie Smith, Virgil Taylor (hereinafter "Lieutenants") and the heirs, successors and assigns of each.
2. The City will pay the sum of \$11,221.14, plus \$918.34 for pension contribution, which sum represents complete payment for all compensation owed to Lieutenants for the period beginning October 1, 1987 and ending March 1, 1990; the amount attributed to each individual Lieutenant is shown on the attached Exhibits, City/Fire Lieutenants 1, 2, and 3.
3. In consideration of the payment of funds as set forth above and the rights and obligations created by this Agreement, the sufficiency of which are hereby acknowledged, Lieutenants hereby fully and forever release and discharge the City of and from any and all claims they, and each of them, can or may have under the Fair Labor Standards Act, 29 U.S.C. Secs. 201, et seq., including without limitation any claim for wages, minimum wages, overtime payments, overtime, and compensatory time. For purposes of this Agreement, "Claims" means actions, causes of actions, demands, costs and expenses, including attorney fees of every kind and nature whatsoever in law and in equity, whether now known or unknown which Lieutenants, and each of them, now have or claim at any future time to have, based in whole or in part on any action or omission of the City to the date of this Agreement, without regard to present actual knowledge of such actions or omissions.
4. It is understood and agreed that the payment of the funds required above shall not be construed as an admission to any claim or proceeding which exists or may arise or may be pursued by any party or agency or entity, but that the consideration paid is in compromise and settlement only of a disputed claim.
5. Lieutenants represent and warrant to the City that they, nor any of them, have not filed, and agree that they and each of them shall not file any wage, minimum wage, or overtime or compensatory time complaint against the City with any governmental agency or in any court including the United States Department of Labor or the Colorado Division of Employment, concerning any acts or omissions of the City up to the date of this Agreement.
6. Lieutenants agree that they, and each of them, and their agents and attorneys, will keep strictly confidential and will not disclose to any other person the terms of this agreement.

7. Each party to this agreement acknowledges that he, they, or it have read and understand all the provisions of this agreement, and the effect hereof, and signs it freely and voluntarily, having obtained legal advice in this matter, and each agrees that this agreement is in full and final settlement of all issues among them and that no party to this agreement shall hereafter challenge it.

Dated this _____ day of May 1990.

Robert Bowling
Robert Bowling

James Bright
James Bright

William Chamberlain
William Chamberlain

Thomas Chapman
Thomas Chapman

Glenn Crespin
Glenn Crespin

Ralph Erskine
Ralph Erskine

Lee Roy Johnson
Lee Roy Johnson

Don McGuire
Don McGuire

John Patterson
John Patterson

Ray Roland
Ray Roland

David Shaw
David Shaw

Billy Smith
Billy Smith

Virgil Taylor
Virgil Taylor

CITY OF GRAND JUNCTION
By:

Martel Cleben
Title: City Manager

APPROVED:

Thomas Buescher, Attorney at Law

SUMMARY LIABILITY
 OCTOBER 1, 1987 THROUGH MAY 26, 1990
 FIRE LIEUTENANTS

CITY - FIRE LIEUTENANTS 1

NAME	O T LIABILITY	COMP TIME LIABILITY	TOTAL COMP TIME LIABILITY	REVISED 1/7/90 COMP BALANCE HOURS	5/27/90 ADJUSTED COMP HOURS
Bowling	\$538.32	\$600.78	\$1,139.10	13.00	13.00
Bright	\$162.09	\$537.32	\$699.41	8.00	8.00
Chamberlain	\$339.52	\$1,220.44	\$1,559.96	2.00	2.00
Chapman	\$160.71	\$540.58	\$701.29	12.75	12.75
Crespin	\$49.00	\$864.47	\$913.47	0.00	0.00
Erskine	\$141.17	\$348.12	\$489.29	0.50	0.50
Johnson	\$151.90	\$782.35	\$934.25	0.50	0.50
McGuire	\$192.26	\$1,716.71	\$1,908.97	0.00	15.75
Patterson	\$285.46	\$297.78	\$583.24	17.00	17.00
Rowland	\$188.35	\$146.48	\$334.83	0.00	0.00
Shaw	\$50.79	\$623.62	\$674.41	20.75	20.75
Smith	\$292.38	\$344.67	\$637.05	11.75	0.00
Taylor	\$176.26	\$469.61	\$645.87	2.50	2.50
TOTAL	\$2,728.21	\$8,492.93	\$11,221.14		

Original To: Neva Lockhart

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 Mike Thompson
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 Dan Wilson