

SVA93MAN

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT (REIMBURSEMENT AGREEMENT)

NAME OF AGENCY OR CONTRACTOR: STEVEN ALLEN

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MANTEY HEIGHTS
SUBDIVISION SEWER REIMBURSEMENT

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

*Final Agreement
Steven E. Allen*

MEMORANDUM AGREEMENT


THIS AGREEMENT is made this 30th day of January, 1993, between the City of Grand Junction and Steven E. Allen.


IT IS HEREBY AGREED:

1. That Steven E. Allen, hereinafter referred to as Allen, hereby agrees to indemnify and hold harmless the City of Grand Junction and its respective officers, agents and employees from and against any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the City's payment to Allen of certain funds contemplated by letter agreement dated February 8, 1982, also known as sewer reimbursement funds. Allen's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall apply to any and all claims, made by any and all persons claiming a right to said funds, through law or equity. This provision shall survive the fulfillment of sewer reimbursement payments provided for under said letter agreement.
2. That Allen shall provide written confirmation to the City, from Mike and Sharon Adamo, that they (Adamos) have no interest in and otherwise release any claims to receive, sewer reimbursement funds.
3. That Allen shall provide written notice to the City of any other claims or demands to said sewer reimbursement funds as such, if any, are made on Allen.
4. Furthermore Allen represents that he is unaware of any other person who has, or claims to have, rights to receive said sewer reimbursement funds.

IN CONSIDERATION of the foregoing mutual understandings, the parties sign and acknowledge this agreement as of the day and year first written above.

CITY OF GRAND JUNCTION

by: 
MARK K. ACHEN
CITY MANAGER


STEVEN E. ALLEN



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

February 8, 1982

Mr. Steve Allen - 245-0505
2150 Apple Court
Grand Junction, CO 81501

Dear Mr. Allen:

This letter of agreement will confirm our previous discussions in which it was agreed that you would construct the water and sewer lines in Mantey Heights Subdivision. Upon receiving final approval from the City Engineer you are authorized to proceed with construction. Compensation for the water and sewer lines will be as follows:

Water

The City agrees to purchase the water system upon acceptance of the system for ownership, operation, and maintenance by the City Engineer. You should have your contractor construct the system according to the plans approved by the City Engineer. Upon completion of the construction, your engineer must submit reproducible as-built drawings to the City Engineer with a statement by your engineer that the system was built according to the plans. The City agrees to the amount of compensation based on the proposal you received from Arthur Rose Construction dated February 2, 1982, in the amount of \$16,950.00, plus engineering costs. In the event you have not paid your contractor at the time the City accepts the waterline, then the City will make payment directly to your contractor. Your contractor will be responsible for construction defects for a period of one year from completion of construction.

Sewer

The City agrees to reimburse you in the amount of the capital cost portion of each sewer tap fee collected for service connections to the sewer mains that you construct, upon acceptance of the system for ownership, operation, and maintenance by the City Engineer. You should have your contractor construct the system according to the plans approved by the City Engineer. Upon completion of the construction, your engineer must submit reproducible as-built drawings to the City Engineer with a statement by your engineer that the system was built according to the plans. As sewer taps are sold by the City on the sewer main, you will be reimbursed for the capital cost portion of the tap fee which is currently \$1050.00 for a single family residence. The City will retain the plant investment fee portion of the tap fee

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which is currently \$750.00 for a single family residence. It is anticipated that your cost for constructing the sewer system will be approximately \$12,870.00 as given in a proposal to you from Arthur Rose Construction dated February 2, 1982, plus engineering costs. Your contractor will be responsible for construction defects for a period of one year from completion of construction.

If this letter of agreement is acceptable to you, please sign below. Thank you for your cooperation.

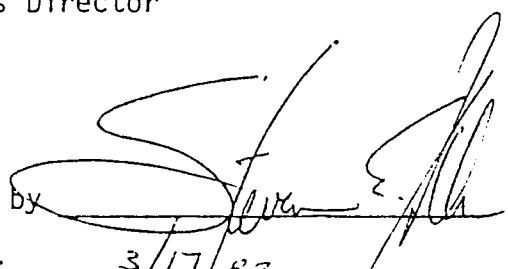
Sincerely,


James E. Patterson, Jr.
Utilities Director

JEP/hm

Accepted by

Date:


3/17/82

Attest:

Date:


3/17/82