

City of Fayetteville Item Review Form

2014-0231

Legistar File Number

June 3, 2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

Submitted By

Utilities

Department

Action Required:

Approving a claim settlement for wastewater damage with Bonnie G. Turner, 1532 Hillcrest, for \$24,445.61, and approving a budget adjustment.

Does this item have a cost?

\$25,552.15

Cost of this request

\$25,417.98

Category or Project Budget

Self Insurance - Non Vehicle

Program or Project Name

5400.4410.5311.04

Account Number

Funds Used to Date

Sewer Mains Maintenance

Program or Project Category

N/A

Project Number

-\$134.17

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? Yes

V20130812


Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

 5/20/14



Along Man 5/20/14


CITY COUNCIL AGENDA MEMO
MEETING DATE OF June 3rd, 2014

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: Tim Nyander, Interim Director for Water and Sewer Functions

Date: May 19th, 2014

Subject: Claim Settlement – Mrs. Bonnie G. Turner, 1532 Hillcrest

RECOMMENDATION

City Administration recommends approving a claim settlement for water damage with Bonnie G. Turner, 1532 Hillcrest, for \$25,552.15 and approving a budget adjustment.

BACKGROUND

At approximately 11:30 AM on Saturday, April 5, 2014, there was a wastewater blockage caused by roots in the sewer main on Hillcrest. The blockage caused the sewer main to backup surcharge. 1532 Hillcrest has a basement that is at or below grade of sewer main. Wastewater began to flow from the City sewer main into the private sewer line at 1532 Hillcrest and into the basement of the residence. Sewer poppers were previously installed by the City in the residential clean out, but due to the grade of the basement were ineffective. The owners contacted a plumber and later contacted the City. City Staff removed the blockage returning the sewer main to normal flow. City crews later televised, root cut and applied root killer to the sewer main.

Ordinance 5504 identifies the water and wastewater claims process. Normally in a situation as this, City Crews will contact a licensed, accredited restoration service company to clean and disinfect the affected areas, and the Water and Sewer Division will be directly billed by the restoration service contractor. Mrs. Turner however informed City Staff on site that she had already contacted a restoration service company that she had a previous relationship with and would be using them. In that the restoration service Mrs. Turner contacted me the licensed, accredited criteria, the company affected the cleanup and disinfection, as well as provided a quote for restoration construction.

DISCUSSION

City Staff have worked out with Mrs. Turner to pay for the restoration service and replacement construction costs. Per the attached acceptance document, Mrs. Turner agrees to this settlement, provided it is approved by the City Council.

BUDGET IMPACT

The budget adjustment moves funds into the sewer mains maintenance self-insurance account. This single claim is higher than normal annual funding provided for these type of events.

RESOLUTION NO. _____

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY \$25,552.15 TO BONNIE G. TURNER IN SETTLEMENT OF A DAMAGE CLAIM ARISING AT 1532 N. HILLCREST AVENUE, AND TO APPROVE A BUDGET ADJUSTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to Fayetteville Code of Ordinances subsection 39.10(C)(4), authorizes the Mayor to pay \$25,552.15 to Bonnie G. Turner in settlement of a wastewater damage claim arising at 1532 N. Hillcrest Avenue.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer



May 19, 2014

Bonnie G. Turner
1532 Hillcrest
Fayetteville, Arkansas 72703

Subject: Residential Claim, Wastewater Incident

Dear Mrs. Turner:

The City of Fayetteville offers to settle your claim for the amount of the adjusted rate of \$25552.15 in accordance with the City of Fayetteville Ordinance Number 5504. This offer is contingent upon approval by the Mayor and City Council. In order to take this to the City Council, the attached acceptance of offer needs to be signed and returned to me.

This offer is to reimburse you for restoration services to your basement that was caused by a backflow of wastewater from a City sewer main into your private sewer service. The event occurred approximately 11:30 AM on Saturday, April 5, 2014.

This offer does not include reimbursement for the installation of the backflow device that you installed on your private sewer service. Previously, City Staff had installed sewer poppers on your clean-out as is Division policy, but due to the depth of the private sewer line the poppers were ineffective in preventing a backflow incident in your basement.

The City sincerely regrets the incident. To help prevent a possible recurrence of a backflow event, City staff televised the sewer main, root-cut the sewer main, and added root killing chemicals to the sewer main.

Sincerely,

City of Fayetteville

Tim Nyander
Water and Sewer Operations Manager

cc: City Attorney



ACCEPTANCE OF OFFER

The undersigned does hereby accept the offer of \$25,552.15 in full settlement and satisfaction of, and as sole consideration for, the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences following therefrom, as a result of the event which occurred on or about the 5th day of April, 2014 at or near 1532 Hillcrest, Fayetteville, Arkansas, and for which the undersigned claims the above-named parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise the immunity afforded the City of Fayetteville and the Constitution and Statutes of the State of Arkansas, and;

The undersigned agrees as further consideration and inducement for this settlement, that is shall apply to all known, unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as those now asserted and disclosed.

Signed this _____ day of _____, 2014

By: _____
Bonnie G. Turner
1532 Hillcrest
Fayetteville, Arkansas 72703



CITY OF FAYETTEVILLE CLAIM FORM

INSTRUCTIONS: Complete this form clearly stating the reason for the claim, amount you are claiming, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Substantive documentation (written estimates and/or receipts, proof of incident, etc.) **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being rejected. Filing a claim does not imply approval; claims will be investigated before a decision is rendered; claims received more than 30 days after the incident will be rejected. Claims containing inaccurate or fraudulent information will be rejected. Please mail to or hand-deliver documents to:

City Administration Building, Attention: Mayor's Office
 113 W. Mountain, Fayetteville, AR 72701
 Phone 479-575-8330 Fax 479-575-8257

RECEIVED

APR 23 2014

CITY OF FAYETTEVILLE
 MAYOR'S OFFICE

CLAIMANT INFORMATION
 (please print neatly)

Full Name: TURNER BONNIE G Email Address: BONNIE@EUREKAPIZZA.COM
Last Name, First Name, Middle Initial

Street Address: 1532 Hillcrest

City, State & Zip: Fayetteville AR 72703

Daytime Phone Number: 479-466-2045 Alternate Phone Number: 479-444-7467

INCIDENT INFORMATION

Address/Location of Occurrence: 1532 Hillcrest, Fayetteville AR 72703

Date and Time of Occurrence: 4/5/14 11:30 AM Amount Being Claimed: \$ _____

Nature of Occurrence: Sewer Backup Water Street Related Other: _____

Do you have insurance which covers your damage in this incident? Yes Deductible Amt. \$ 0
 The City will not pay a claim in an amount exceeding a Claimant's insurance deductible, if covered.

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):
 (attached additional sheet if necessary)

THE CITY OF FAYETTEVILLE SEWER LINE BACKED UP AND FLOODED OUR BASEMENT WITH RAW SEWAGE, RUINING CARPET, LOWER WALLS, FIXTURES AND CONTENTS AND REQUIRING PROFESSIONAL CLEAN UP.

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

Bonnie Turner _____ Date 4/22/14
 Claimant's Signature

<u>Pam Herson</u>	Shaded area for City staff use only		<u>4/23/14</u>
Received by		Date Received	
<u>Tim W. Will Winn</u>		<u>4/23/14</u>	
Referred to		Date	
<u>Tommy Gade</u>	<u>19 MAY 14</u>	Accepted	
Department Director Signature	Date	Amount	Account # Denied
		<u>\$25,552.15</u>	<u>5400-4410-</u>

5311.04

Bonnie & Stephen Turner 1532 Hillcrest, Fayetteville 72703

Complete Restoration											
Repair			Baseboard					Move			
	Cabinetry	Toilet	Trim	Drywall	Paint	Carpet	Casing	Salvaged	Misc	Tax	Total
Bathroom **	290.99	282.48	41.65				35.26		103.52	1074.92	
Closet			104.72	156.27	108.28	116.65					
Laundry Room			15.04	35.34			36.00				
Kitchen (Sewing Room)	140.34		143.69	242.52	177.39		35.62	183.43			
Sunroom			133.25	262.60	207.28						
Hallway			158.47	65.79		99.79					
Bedroom			292.51	182.81	129.78	811.43	36.00				
Gameroom (Music Studio & Den)	3,500.60		339.46	64.82	31.08	2,018.94	176.16				
Stairs			13.36	18.48		233.00					
Totals	3,931.93	282.48	1,242.15	1,028.63	653.81	3,279.81	319.04	183.43	103.52	1,074.92	12,099.72
Adjustment for Vanity & Toilet	1,106.54										1,106.54
	5,038.47										13,206.26

** Complete Restoration made an error on the Bathroom Vanity and toilet. These will not be "reset" because they were torn out in the mitigation and destroyed. The quote I have for the vanity and the built ins is \$4,898.13 for both. I have not priced out the toilet and installation yet.



Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * crcadmin@cox-internet.com

Client: Stephen Turner (Sewer Mitigation)
Home: Hillcrest Ave
Fayetteville, AR 72703

Home: (479) 444-7467

Operator: CRCADMIN

Estimator: Bob Lively
Position: Project Manager
Company: Complete Fire & Water Damage Inc.
Business: P. O. Box 162
Springdale, AR 72765

Business: (479) 756-5383
E-mail: Genek@cox-internet.com

Type of Estimate: Sewage
Date Entered: 4/7/2014 Date Assigned: 4/5/2014
Date Est. Completed: 4/10/2014 Date Job Completed:

Price List: ARFA8X_APR14
Labor Efficiency: Restoration/Service/Remodel
Estimate: TURNER4404REPAIR

THIS IS A STATEMENT FOR EMERGENCY SEWER DAMAGE CLEANUP.



Complete Restoration Inc.

P.O. Box 162
 Springdale, AR. 72765
 800-242-4414 or 479-756-5383 - Fax(479) 751-6401
 Tax ID 71-0710869 * crcadmin@cox-internet.com

TURNER4404REPAIR

Basement

Bathroom

Height: 8'

Door 2' 4" X 6' 8" **Opens into HALLWAY**
Window 2' 10" X 1' 6" **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Toilet - Detach	1.00 EA @	29.25 =	29.25
2. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	76.91 SF @	1.02 =	78.45
3. Apply anti-microbial agent - after hours	364.57 SF @	0.23 =	83.85
4. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42
5. Dehumidifier (per 24 hour period) - 1 D.H. - 3 days	3.00 EA @	57.12 =	171.36
6. Deodorize building - Ozone treatment	615.31 CF @	0.03 =	18.46

Heat, Vent, & Cool

Height: 8'

Door 2' 8" X 6' 8" **Opens into GAME_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
7. Apply anti-microbial agent - after hours	124.89 SF @	0.23 =	28.72
8. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42

Closet

Height: 8'

Door 2' 6" X 6' 8" **Opens into GAME_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
9. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	30.61 SF @	0.42 =	12.86
10. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	30.61 SF @	0.20 =	6.12
11. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	21.07 LF @	4.34 =	91.44
12. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	30.61 SF @	1.02 =	31.22
13. Baseboard - Detach	21.07 LF @	0.71 =	14.96
14. Apply anti-microbial agent - after hours	202.48 SF @	0.23 =	46.57
15. Air mover (per 24 hour period) - 1 dryer - 3 days	3.00 EA @	26.14 =	78.42
16. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	30.61 SF @	1.34 =	41.02
17. Apply anti-microbial agent	202.48 SF @	0.16 =	32.40
Apply second trip after vinyl tile removal			
18. Deodorize building - Ozone treatment	244.91 CF @	0.03 =	7.35



Complete Restoration Inc.

P.O. Box 162
 Springdale, AR. 72765
 800-242-4414 or 479-756-5383 - Fax(479) 751-6401
 Tax ID 71-0710869 * crcadmin@cox-internet.com

Laundry Room **Height: 8'**

Door **2' 8" X 6' 8"** **Opens into KITCHEN**
Window **3' 1" X 4'** **Opens into Exterior**
Door **2' 8" X 6' 8"** **Opens into Exterior**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
19. Apply anti-microbial agent - after hours	260.78 SF @	0.23 =	59.98
20. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84
21. Deodorize building - Ozone treatment	464.00 CF @	0.03 =	13.92

Kitchen **Height: 8'**

Door **2' 6" X 6' 8"** **Opens into HOT_WATER_TA**
Missing Wall **14' 10 5/8" X 8'** **Opens into GAME_ROOM**
Missing Wall **1' 10" X 8'** **Opens into GAME_ROOM**
Door **2' 8" X 6' 8"** **Opens into LAUNDRY_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
22. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	26.50 LF @	4.34 =	115.01
23. Drill holes for wall cavity drying	8.00 EA @	0.34 =	2.72
24. Baseboard - Detach	48.39 LF @	0.71 =	34.36
25. Apply anti-microbial agent - after hours	636.57 SF @	0.23 =	146.41
26. Air mover (per 24 hour period) -3 dryers - 3 days	9.00 EA @	26.14 =	235.26
27. Deodorize building - Ozone treatment	1,892.36 CF @	0.03 =	56.77

Sun Room **Height: 8'**

Missing Wall - Goes to Floor **8' 8" X 6' 8"** **Opens into GAME_ROOM**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Door **5' 11" X 6' 8"** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**
Window **1' 4" X 6'** **Opens into Exterior**



Complete Restoration Inc.

P.O. Box 162
 Springdale, AR. 72765
 800-242-4414 or 479-756-5383 - Fax(479) 751-6401
 Tax ID 71-0710869 * crcadmin@cox-internet.com

Window		1' 4" X 6'		Opens into Exterior	
DESCRIPTION	QTY	UNIT PRICE	TOTAL		
28. Apply anti-microbial agent - after hours	342.72 SF @	0.23 =	78.83		
29. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84		
30. Deodorize building - Ozone treatment	863.56 CF @	0.03 =	25.91		

Hallway **Height: 8'**

Missing Wall		2' 7 1/2" X 8'		Opens into STAIRS	
Door		2' 4" X 6' 8"		Opens into BATHROOM	
Missing Wall		4' 2" X 8'		Opens into GAME_ROOM	
DESCRIPTION	QTY	UNIT PRICE	TOTAL		

31. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	30.99 SF @	0.42 =	13.02	
32. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	30.99 SF @	0.20 =	6.20	
33. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	5.67 LF @	4.34 =	24.61	
34. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	30.99 SF @	1.02 =	31.61	
35. Baseboard - Detach	14.37 LF @	0.71 =	10.20	
36. Apply anti-microbial agent - after hours	149.09 SF @	0.23 =	34.29	
37. Air mover (per 24 hour period) - 3 dryers - 3 days	9.00 EA @	26.14 =	235.26	
38. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	30.99 SF @	1.34 =	41.53	
39. Apply anti-microbial agent	149.09 SF @	0.16 =	23.85	
Apply second trip after vinyl tile removal				
40. Deodorize building - Ozone treatment	247.95 CF @	0.03 =	7.44	

Bedroom **Height: 8'**

Window		2' 10" X 1' 6"		Opens into Exterior	
Window		2' 10" X 1' 6"		Opens into Exterior	
Door		2' 8" X 6' 8"		Opens into GAME_ROOM	
DESCRIPTION	QTY	UNIT PRICE	TOTAL		

41. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	212.97 SF @	0.42 =	89.45	
42. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	212.97 SF @	0.20 =	42.59	
43. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	25.75 LF @	4.34 =	111.76	
44. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	212.97 SF @	1.02 =	217.23	
45. Baseboard - Detach	55.83 LF @	0.71 =	39.64	
46. Apply anti-microbial agent - after hours	654.69 SF @	0.23 =	150.58	
47. Air mover (per 24 hour period) - 2 dryers - 3 days	6.00 EA @	26.14 =	156.84	



Complete Restoration Inc.

P.O. Box 162
 Springdale, AR. 72765
 800-242-4414 or 479-756-5383 - Fax(479) 751-6401
 Tax ID 71-0710869 * crcadmin@cox-internet.com

CONTINUED - Bedroom

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	212.97 SF @	1.34 =	285.38
49. Apply anti-microbial agent Apply second trip after vinyl tile removal	654.69 SF @	0.16 =	104.75
50. Deodorize building - Ozone treatment	1,703.78 CF @	0.03 =	51.11

Game room

Height: 8'

Window	3' X 4'	Opens into Exterior
Missing Wall - Goes to Floor	8' 8" X 6' 8"	Opens into SUN_ROOM
Missing Wall	1' 10" X 8'	Opens into KITCHEN
Missing Wall	14' 10 5/8" X 8'	Opens into KITCHEN
Door	2' 8" X 6' 8"	Opens into HEAT_VENT_
Missing Wall	4' 2" X 8'	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into CLOSET
Door	2' 8" X 6' 8"	Opens into BEDROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
51. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	505.16 SF @	0.42 =	212.17
52. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	505.16 SF @	0.20 =	101.03
53. Tear out wet drywall, cleanup, bag, LF - 2' Cat 3 aft hrs	34.85 LF @	4.34 =	151.25
54. Apply anti-microbial agent - after hours	1,013.43 SF @	0.23 =	233.09
55. Baseboard - Detach	62.28 LF @	0.71 =	44.22
56. Air mover (per 24 hour period) - 4 dryers - 3 days	12.00 EA @	26.14 =	313.68
57. Tear out non-salv. vinyl tile, cut & bag for disp. Cat 3	505.16 SF @	1.34 =	676.91
58. Apply anti-microbial agent Apply second trip after vinyl tile removal	1,013.43 SF @	0.16 =	162.15
59. Dehumidifier (per 24 hour period) - 1 D.H. - 3 days	3.00 EA @	57.12 =	171.36
60. Deodorize building - Ozone treatment	4,041.30 CF @	0.03 =	121.24

Stairs

Height: 17'

Missing Wall	2' 7 1/2" X 17'	Opens into HALLWAY
---------------------	------------------------	---------------------------



Complete Restoration Inc.

P.O. Box 162
 Springdale, AR. 72765
 800-242-4414 or 479-756-5383 - Fax(479) 751-6401
 Tax ID 71-0710869 * crcadmin@cox-internet.com

Subroom: Landing (2)			Height: 17'
Missing Wall	2' 9 1/2" X 17'	Opens into STAIRS	
Missing Wall	2' 10 11/16" X 17'	Opens into HOT_WATER_TA	
Subroom: Hot Water Tank (1)			Height: 17'
Missing Wall	2' 10 11/16" X 17'	Opens into LANDING	
Missing Wall	2' 5/16" X 17'	Opens into STAIRS	
Door	2' 6" X 6' 8"	Opens into KITCHEN	

DESCRIPTION	QTY	UNIT PRICE	TOTAL
61. Tear out wet non-salv. cpt, no bag -Cat 3 wtr-aft bus. hrs	33.03 SF @	0.42 =	13.87
62. Tear out wet carpet pad, no bag - Cat 3 wtr - aft.bus.hrs	33.03 SF @	0.20 =	6.61
63. Apply anti-microbial agent - after hours	247.58 SF @	0.23 =	56.94

General Provisions

DESCRIPTION	QTY	UNIT PRICE	TOTAL
64. Emergency service call - after business hours	1.00 EA @	164.76 =	164.76
65. Haul debris - per pickup truck load - including dump fees	2.00 EA @	92.94 =	185.88
66. Equipment decontamination charge - per piece of equipment	1.00 EA @	26.94 =	26.94
67. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR @	39.23 =	117.69
68. Add for personal protective equipment - 5 persons 2 trips	10.00 EA @	17.78 =	177.80
69. Personal protective gloves - Disposable (per pair)	15.00 EA @	0.34 =	5.10
70. Add for HEPA filter (for negative air exhaust fan)	1.00 EA @	182.44 =	182.44
71. Water Extraction & Remediation Technician - per hour	40.00 HR @	78.36 =	3,134.40
72. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA @	385.30 =	385.30
Vinyl tile and content debris			
73. Content Manipulation charge - per hour move contents for vinyl tile removal.	8.00 HR @	24.37 =	194.96
74. Cleaning & Remediation - Supervisory - per hr	10.00 HR @	82.38 =	823.80



Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * crcadmin@cox-internet.com

Grand Total Areas:

2,916.91 SF Walls	1,317.61 SF Ceiling	4,234.51 SF Walls and Ceiling
1,345.07 SF Floor	149.45 SY Flooring	329.86 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	383.94 LF Ceil. Perimeter
1,345.07 Floor Area	1,413.58 Total Area	2,445.60 Interior Wall Area
1,238.53 Exterior Wall Area	155.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



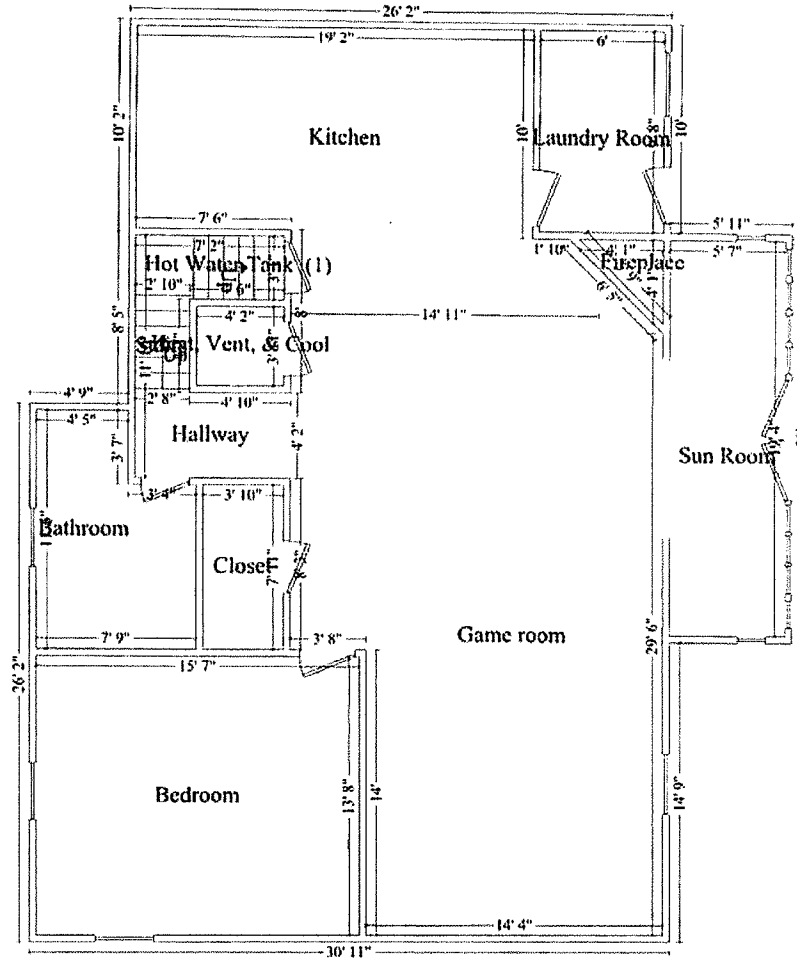
Complete Restoration Inc.

P.O. Box 162
Springdale, AR. 72765
800-242-4414 or 479-756-5383 - Fax(479) 751-6401
Tax ID 71-0710869 * creadmin@cox-internet.com

Summary

Line Item Total	11,353.07
Total Sales Tax	992.82
	<hr/>
Replacement Cost Value	\$12,345.89
Net Claim	\$12,345.89
	<hr/> <hr/>

Bob Lively
Project Manager





OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Bonnie
mer Se
Page
D. 1
ent
4

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Paul Becker, Finance Director

FROM: **Kit Williams**, City Attorney

DATE: **May 27, 2014**

RE: **Water damage claim in excess of \$20,000.00**

Pursuant to § 39.10(C)(4):

“The Mayor may request the City Council to authorize an amount greater than \$8,000.00 by Resolution, but in no case shall the City pay more than \$20,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds majority approves an exemption from the \$20,000.00 damage cap and approves a payment up to \$40,000.00.”

By approving an agenda item to pay \$25,552.15 for this water/sewer damage claim, the mayor is recommending this payment to the City Council. If the City Council believes that this is “**an extraordinary case**” justifying an exemption of the normal limitation of \$20,000.00, the “City Council by two-thirds majority” may approve this Resolution to pay \$25,552.15. **Six aldermen must vote in favor to pass the Resolution.** Four aldermen with the Mayor supplying the fifth vote could pass a Resolution to pay \$20,000.00.

RESOLUTION NO. _____

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY \$25,552.15 TO STEPHEN AND BONNIE G. TURNER FOR A WASTEWATER DAMAGE CLAIM ARISING AT 1532 N. HILLCREST AVENUE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to the Fayetteville Code of Ordinances Section 39.10(C)(4), the City Council may, in extraordinary cases, approve an exemption from the normal cap of \$20,000.00 for payment of water or wastewater damage claims; and

WHEREAS, the City Council of the City of Fayetteville, Arkansas has determined by a two-thirds majority vote that this claim constitutes such an extraordinary case.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to Fayetteville Code of Ordinances subsection 39.10(C)(4), authorizes the Mayor to pay \$25,552.15 to Stephen and Bonnie G. Turner for a wastewater damage claim arising at 1532 N. Hillcrest Avenue.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and APPROVED this 3rd day of June, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

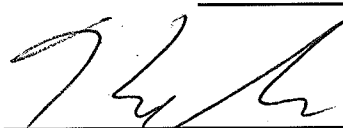
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year	Division: Water & Sewer Maintenance	Adjustment Number
2014	Dept.: Utilities	
	Requestor: Cheryl Partain	

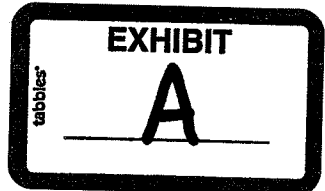
BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BA is needed in the sewer claims operations account to cover the sewer overflow claim at 1532 N Hillcrest.

<p>RESOLUTION/ORDINANCE</p>	<p>COUNCIL DATE: <u>6/3/2014</u></p> <p>LEGISTAR FILE ID#: <u>2014-0231</u></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Budget Director </div> <div style="text-align: center;"> <p>5/19/2014 4:26 PM</p> Date </div> </div> <p>TYPE: _____</p> <p>DESCRIPTION: _____</p> <p>GLDATE: _____</p> <p>POSTED: <u> / </u></p>
-----------------------------	--

v.20140428

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
TOTAL	-	-				
5400.4410.5311.04	4,000	-			EX	Insurance Self - Non Vehicle Damage
5400.4310.5311.04	(4,000)	-			EX	Insurance Self - Non Vehicle Damage
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				



RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned do hereby acknowledge the receipt of Twenty Five Thousand Five Hundred Fifty Two dollars and Fifteen cents (\$25,552.15), which sum is accepted in full compromise settlement and satisfaction of, and as sole consideration for the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever, that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences flowing therefrom, as a result of an accident, casualty or event which occurred on or about the 5th day of April 2014, at or near 1532 N. Hillcrest Avenue, in the City of Fayetteville, Arkansas, and for which the undersigned claims the above-named parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas, and;

The undersigned warrants that no promise or inducement has been offered except as herein set forth; that this Release is executed without reliance upon any statement or representation by the party or parties released or their representatives or physicians concerning the nature and extent of any injuries or damages or legal liability therefor; that the undersigned are of legal age, are competent to execute this Release, and accept full responsibility therefor, and;

The undersigned agree, as further consideration and inducement for this compromise settlement that it shall apply to all known, unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now asserted and disclosed.

Witness our hands this _____ day of June, 2014, at the City of Fayetteville, Arkansas, County of Washington.

BY: _____
Stephen Turner
1532 N. Hillcrest Avenue
Fayetteville, AR 72701

BY: _____
Bonnie Turner
1532 N. Hillcrest Avenue
Fayetteville, AR 72701

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

On this the _____ day of June 2014, before me, _____, a Notary Public, personally appeared STEPHEN TURNER and BONNIE TURNER, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires: _____