



City of Norman, OK

Municipal Building
Council Chambers
201 West Gray
Norman, OK 73069

Master

File Number: SC-1617-1

File ID: SC-1617-1

Type: Special Claim

Status: Consent Item

Version: 1

Reference: Item 15

In Control: City Council

Department: Legal Department

Cost: \$8,232.00

File Created: 10/25/2016

File Name: Special Claim of Jack Morgan

Final Action:

Title: SPECIAL CLAIM SC-1617-1: SUBMITTED BY JACK MORGAN IN THE NEGOTIATED AMOUNT OF \$8,232 FOR DAMAGES TO THE DRIVEWAY, CURB, SIDEWALK, LANDSCAPING AND SPRINKLER SYSTEM AT 1829 DANFIELD DRIVE DUE TO REPLACEMENT OF A BROKEN WATER MAIN BY WATER LINE MAINTENANCE EMPLOYEES.

Notes: ACTION NEEDED: Motion to approve or reject Special Claim SC-1617-1; and, if approved, direct payment in the negotiated amount of \$8,232 contingent upon obtaining a Release and Covenant Not to Sue from Jack Morgan.

ACTION TAKEN: _____

Agenda Date: 11/08/2016

Agenda Number: 15

Attachments: City Clerk Memo, Tort Claim Form, Lowest Estimate

Project Manager: Jeanne Snider, Assistant City Attorney

Entered by: jayme.rowe@normanok.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File SC-1617-1

Body

BACKGROUND: A claim has been filed by Jack Morgan in the amount of \$11,046 for damages to the driveway, curb, sidewalk, landscaping and sprinkler system at his home located at 1829 Danfield Drive due to the replacement of broken water line that occurred in the water main in the area during the month of June, 2016.

DISCUSSION: This claim was investigated by David Hager, Utilities Manager. According to his investigation, City staff repaired an 8" ductile iron water main under the drive approach at Mr. Morgan's residence on May 16, 2016. Following this repair, staff returned to the area and replaced 40 feet of severely deteriorated 8" ductile iron pipe with C-900 PVC in early June, 2016. During this project, staff had to remove the complete drive approach, cut and cap the irrigation line and remove portions of the sidewalk. Mr. Morgan's driveway, curb and sidewalk are in the style of exposed aggregate rock. The City's concrete contractor was unable to match the existing work. Additionally, their contract does not contain any provision requiring them to match this style of concrete.

Mr. Morgan obtained three estimates to replace driveway, sidewalk and curb in the aggregate rock style. While Mr. Morgan's claim asks for \$11,046, one of the estimates he obtained was for \$8,232. Following discussions with both Mr. Morgan and the lowest bidder, Mr. Morgan has agreed to accept \$8,232 to resolve his claim for the concrete work at his home. Additionally, City staff has agreed to work with Mr. Morgan and his concrete contractor to replace the irrigation service line and vegetative cover when the driveway project is complete. As indicated above, there appears to be possible negligence on the part of the City in this matter and, consequently, potential liability on the City. Payment of the settlement amount of \$8,232 appears reasonable.

RECOMMENDATION: Based upon the above and foregoing, it is the recommendation of the City Attorney's office that the claim of Jack Morgan, in the reduced amount of \$8,232 be approved.