

City of Scottsbluff, Nebraska

Tuesday, September 5, 2023

Regular Meeting

Item Consent4

Council to acknowledge receipt of and take no action on a liability claim from Ralph Paez for property located at 1605 Ave. A, Scottsbluff, NE. The claim will be forwarded to the City's insurance carrier.

Staff Contact: Kim Wright, City Clerk

City of Scottsbluff
CITIZEN INCIDENT REPORT

All tort claims under the Political Subdivisions Tort Claims Act and [sections 16-727, 16-728, 23-175, 39-809, and 79-610](#) shall be filed with the clerk, secretary, or other official whose duty it is to maintain the official records of the political subdivision, or the governing body of a political subdivision may provide that such claims may be filed with the duly constituted law department of such subdivision. It shall be the duty of the official with whom the claim is filed to present the claim to the governing body. All such claims shall be in writing and shall set forth the time and place of the occurrence giving rise to the claim and such other facts pertinent to the claim as are known to the claimant.

Date: 8/17/2023

Date and location of Incident: December 26, 2022

Claimant Name: Ralph Paez Phone: 308 672 3279

Address: 602 Hillcrest Drive City: Scottsbluff State and Zip: NE 69361

City Department Contact: Water Dept

Narrative of what happened: See attached info

Estimated amount of damages \$ _____ (attach estimates) attached appraisal

Attachments: Photos: Estimates: _____ Medical Bills: _____

Witnesses: water dept fire marshal Contact Information: _____

Citizen insurance information: N/A

Reported by (city staff): _____

Received Date: _____

Signature of Claimant(s): _____

SUBMIT TO: KIM WRIGHT, CITY CLERK, CITY OF SCOTTSBLUFF
2525 CIRCLE DRIVE, SCOTTSBLUFF, NE 69361

In approximately September of 2022 the city of Scottsbluff negligently allowed us to terminate our water service with them. After speaking to the City of Scottsbluff Fire Marshall, She informed me that the city wrongly allowed me to terminate the service to the building due to the fact the building is connected to city water supply for it's fire suppression system. Since I was under the understanding that the water was disconnected from the building, I also disconnected the gas since I wouldn't need heat through the winter.

It was reported during the week of December 26th when the wind chill levels reached 50+ below zero. These weather conditions caused the fire suppression system (which still had water supply from the city of Scottsbluff) to freeze & burst, which caused a serious amount of damage throughout the building. At this time we had a buyer that was in the process of buying our building for the amount of \$345,000. After this unnecessary event the buyer decided to void his offer and not purchase the building.

Due to lack of communication within the city of Scottsbluff, as the fire marshal stated the city should have never turned our water off due to the building having a fire suppression system. I was forced to reduce the price on the sale of my building and try to salvage as much as I possibly could, due to still having a loan on the property. On July 31, 2023 I was lucky enough to sell the building for an amount of \$155,000. That is a difference for me of \$190,000 for an event that I had no control over.

I was informed from the previous building owner that city documents were falsified by a city employee, Gary Batt. My understanding after speaking with the Fire Marshal, alarms were supposed to go off when this fire suppression system was in operation. No such alarms were activated. Previous owner (Jesse Martinez) informed me that when the fire suppression was originally installed to the city water main, the company (CST) did not have a master plumber employed at that time. City employee, Gary Batt falsified the permit saying a master plumber made the connection from the fire suppression system of the building to the city water main.

Could this connection not being done correctly be why the alarms did not activate to warn everyone that the building was

being flooded? If city employee Gary Batt would have required a qualified person to make the connection, could this have been avoided?

As of July 31, 2023 nobody every came back to the hydrant to put the safety lock on the fire suppression system hydrant after the city worker cut it off on December 26, 2022. I went to inform Kevin Spencer on August 3, 2023 about this issue. At any time, anyone could have turned the water back on and filled the building full of water again.

My insurance is not a factor due to the building being vacant for more than 30 days and since the gas was shut off. However, the gas would not have been shut off if we had known there was still a water source to our building. Therefore, there is no insurance claim. The property owners from adjacent businesses have contacted me for payment for damage on their buildings.

I'm requesting \$180,000 to myself for money still owed to the bank even after the sale of the building and \$10,000 to the adjacent building owners for damages for a total of \$190,000.

Ralph Paez

