City of Seward, NE

Tuesday, June 7, 2016

Regular Session

Item G5

CONSIDERATION OF CLAIM FROM SHARON HARTMANN, REPRESENTING PROPERTY LOCATED AT 453 S 1ST ST, FOR ALLEGED SEWER DAMAGE - Bruce Smith

Administrative Report: Sharon Hartmann, Realtor, representing property seller and buyer at 453 S 1st Street, is submitting a claim for alleged sewer backup damage which occurred on April 22, 2016. The request is for lost rent, inspection fee, and plumber fees to clear the line.

Administration recommends denying the claim and forwarding it to the City's insurance carrier.

Staff Contact:

CITY OF SEWARD NEBRASKA
537 MAIN ST P O BOX 38
SEWARD NE 68434-0038
402-643-2928

DAMAGE CLAIM FORM

DATE: 5-18-2016 SUBMITTED BY: Sharon Hartmann / Matt Harre + TJ Jones
Name

AMOUNT OF CLAIM: 403.13
260.00
75.00
$ 738.13

139 N. 3rd Suite 200
Address

Seward NE 68434
City, State, Zip Code

402-643-0776
Telephone Number

Skhartmann@yahoo.com
Email Address

COPIES OF BILLS MUST BE ATTACHED VERIFYING AMOUNT OF CLAIM SUBMITTED

CLAIM IS HEREBY MADE AGAINST THE CITY OF SEWARD, NEBRASKA DUE TO THE FOLLOWING EVENT THAT OCCURRED ON April 22, 2016 (DATE) AT 7:00 (TIME) A.M. (P.M.)

AT 453 S 1st, Seward, NE 68434. (LOCATION)

DESCRIBE WHAT HAPPENED: 4/22 Client that is renting property ~~for~~ prior to Closing Smelled Sewer gas. 4/25 Bank appraisor Came for inspection prior to closing. Inspector went into Cellar basement + found Sewage Coming up through drain. Called Company that has camera on Snake - "Mr Rooter" They arrived Tuesday AM 4/26. He Stated there was no problem from the house - the issue was the main city sewer line. City was called + they cleaned main line + Washed down + Chloxed basement - Sewage smell lingered in the house - home owner came twice to Re Clean - under furnace and Softener area. Client wants a 13 day rent Credit - @$20/day $260. Also had to pay another "Master Plumber" to Reinspect plumbing due to this incident. Closing has also been delayed - Causing expense for owner.

Attach More Pages as Necessary

Sharon Hartmann

Mr. Rooter Plumbing
1700 Saltillo Rd
Roca, NE 68430
(402)423-0320

Invoice 56912603
Invoice Date 4/26/2016
Completed Date 4/26/2016
Technician Nicholas Lorenzen
Customer PO

Billing Address
TJ Jones
453 South 1st Street
Seward, NE 68434 USA

Job Address
TJ Jones
453 South 1st Street
Seward, NE 68434 USA

Description of Work

Main city sewer was backing up. Customers line is in good condition.
Since it was a City problem, the City was called to take care of and repair the problem.

There was an "extra payment" added into this invoice. Customer was not charged twice. Made an adjustment (i.e. Refund) to invoice so it show a balance of $0.00

Task #	Description	Quantity	Your Price	Your Total
C1100	Cable line thru access to clear stoppage	1.00	$328.13	$328.13
991009	trip fee	1.00	$75.00	$75.00

S

Paid On	Type	Memo	Amount
4/26/2016	Check	3781	$403.13
4/26/2016	Check		$403.13
5/2/2016	Refund		$-403.13

Sub-Total	$403.13
Tax	$0.00
Total Due	$403.13
Payment	$403.13
Balance Due	$0.00

Thank you for your business!

SERVICE AUTHORIZATION

I agree that initial price quoted prior to start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Rooter or its assigns harmless for parts deemed corroded, unusable, or unreliable for completion of stated work to be done. I hereby authorize Mr. Rooter to perform proposed work and agree to all agreement conditions as displayed on the face and reverse sides of this document and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise.

Authorized Signature X_____

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due.
Customer Signature X_____
I do hereby state that the above wok has been done in a workmanlike manner and to applicable codes.
Technician Signature X_____

Current USA, Inc. 1-800-848-7848 www.CurrentCatalog.com

JON HARTMANN
SHARON HARTMANN
2720 Little Salt Road
Seward, NE 68434
402-643-0776

76-136/1049
EZShield™ Check Fraud Protection

3781

DATE 4-26-2016

PAY TO THE ORDER OF Mr. Rooter $403.13

Four hundred three + 13/100 DOLLARS

JONES
NATIONAL BANK AND TRUST CO
SEWARD, NE & MILFORD, NE

MEMO 453 S. 1st

Sharon Hartman

⑆104901364⑆ 679⑈806⑈ 3781

PRINTED ON RECYCLED PAPER

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

01 3921 20160426 00150 00041 ⑆104000016⑆

FIRST NATIONAL BANK OF OMAHA
01 3921 20160426 0150 0041
⑆104000016⑆

The security features listed below, as well as those not listed, exceed industry guidelines. RS-52

Security Features:
MicroPrint Line
Chemically Sensitive Paper
Security Screen

Results of document alteration:
• MP Small type in line appears as dotted line when photocopied
• Sta or spots may appear with chemical alteration
• Absence of "Original Document" verbiage on back of check

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Nissen Plumbing
1166 North 6th Ave
Seward, NE 68434

INVOICE

Seward Title
TJ Jones

453 S 1st
Seward, NE 68434

Invoice #	4531
Invoice Date	05/17/2016
Due Date	05/31/2016

Item	Description	Unit Price	Quantity	Amount
Service	Inspected property at 453 South 1st Street. Plumbing system in good working order. No signs of problems with drain system or sewage backing up.	75.00	1.00	75.00

NOTES: Address these issues:
According to a report by Mr. Rooter Plumbing the City Main Sewer backed up into property and was reported April 26. At that time, the city resolved the problem then cleaned and sanitized the basement.

Mr. Rooter Plumbing reported that the "city line was backing up. Customers line is in good condition."

City of Seward
PLUMBING REGISTRATION MASTER

The City of Seward certifies that
David A. Nissen Jr.
Has been duly registered as a Plumber under the ordinances of said city and has passed any exam, filed any necessary documents and paid all fees and taxes required therefore.

Registration Expires December 31, 2016
Date 4-20-16 By Gonzalez
Adm. Official

Subtotal	75.00
Total	75.00
Amount Paid	0.00
Balance Due	$75.00

Loss of Rental Income
453 S 1st Street
Seward, NE 68434

April 24, 2016 - May 6, 2016 13 days of rent at $20/day

Tenant is unwilling to pay rent for the days that the home smelled like sewage. It was cleaned by the city, and then two additional times, but since the floor was covered around the furnace, the smell went through the vents and directly into the house. A fan and is being used to pull the old air out of the basement. There is still a faint smell, but it is not overpowering.

Total Rent adjustment $260.00

Sharon Hartmann for TJ Jones and Matt Harre

KELLER WILLIAMS REALTY

Buyer Occupancy Before Closing

Addendum to Purchase Agreement

(This addendum is legally binding. If not understood, seek legal advice.)

REALTOR®

This Addendum shall be an integral part of the Purchase Agreement described below.
Buyer and Seller agree that the Purchase Agreement is expressly conditioned upon the terms of this addendum.
To the extent that this modifies the Purchase Agreement, this Agreement controls.

Buyer: T.J. Jones

Seller: Matt Harre

Property Location: 453 So. 1st Seward, NE 68434

Purchase Agreement Dated: 4-6-2016

The Buyer's Duties and Responsibilities under this Agreement:

1. Buyer shall pay an occupancy fee of $ 20.00 per day or any part thereof.

   Buyer shall begin paying the fee and occupy the property on 4-9-2016.
   The occupancy fee will end upon the closing date under the Purchase Agreement.

   Estimated occupancy fee due from Buyer is $ 600.00.
   The occupancy fee is non-refundable and is paid directly to Seller.
2. Buyer shall pay: (*select one*)

   ☐ **Security Deposit**

   Pay $ _____ directly to Seller as a security deposit against any damage that may occur to the property during the occupancy. This shall be a credit to the Buyer at closing.

   ☒ **Liquidated Damage Deposit**

   It is agreed that breach of this agreement would cause significant harm, which would be difficult to measure in economic terms. Should Buyer breach this agreement, then the Seller shall be entitled to liquidated damages in an amount equal to $ 300.00.
   This amount is reasonably calculated to ease harm, which Seller will suffer, by breach of the agreement by Buyer. This money will be forwarded to the escrow company. The money shall be forfeited to Seller if the purchase does not close. The escrow company shall pay such money to the Seller. Upon payment to the Seller the escrow company and the real estate companies involved will have no further liability to the Buyer, even though there may be a dispute over paying the deposit to the Seller. This money shall not be considered an earnest deposit. When the purchase does close, this amount will be credited to the Buyer at closing.

   Broker acknowledges receipt of that amount. ☒ (Broker initials)

   ☐ **No Deposit**

   No deposit is due to the Seller. The Purchase Agreement earnest deposit is not an occupancy security deposit. It is controlled by the terms of the Purchase Agreement.
3. Accept the premises in it's 'as is' condition, without warranty by the Seller.
4. Transfer all utilities and services into their name, and pay all of the utilities and services during the occupancy.
5. Maintain the house, repair leaks and keep all of its systems and appliances in good working order. Buyer agrees to pay to the Seller the cost to restore the house to its condition prior to Buyer's occupancy, normal wear and tear excluded.
6. Maintain the grounds in neat and tidy fashion.
7. Maintain all personal property in the same condition, as it was at the beginning of the occupancy, normal wear and tear excluded.
8. Upon receiving a twenty-four hour prior notice, the Buyer agrees to admit Seller or their agent to inspect the property

KELLER WILLIAMS REALTY

Buyer Occupancy Before Closing

Addendum to Purchase Agreement

(This addendum is legally binding. If not understood, seek legal advice.)

REALTOR® EQUAL HOUSING OPPORTUNITY

9. Agrees to purchase and maintain a renter's policy for personal property and liability, and indemnify and hold harmless the Seller from any claims for injury to property or persons not covered by insurance.
10. Use the property as a single-family residence.
11. Pay to Seller any costs of repair to the house and grounds for any damage not covered above.
12. Vacate the property within three (3) days following the termination of this agreement.
13. Pay all costs and attorney fees allowed by law for any action necessary by Seller to enforce this agreement.
14. Except for normal maintenance and minor breakdowns, and despite any language in this agreement to the contrary, Seller shall repair and replace any major breakdowns in the electrical systems, heating and cooling systems, plumbing systems and repair or replace any major structural items.
15. Buyer shall not make any changes of any kind to the house or grounds without the prior written consent of the Seller. Buyer agrees to pay to the Seller any cost to restore the property to its condition before the change.
16. Buyer will not violate any laws, covenants, rules or regulations applying to the property.
17. Buyer will not assign the agreement, nor rent or sublet the property.
18. Buyer will not take any action that would cause a lien, judgment or encumbrance against the property.
19. Any risk of loss to personal property shall be borne by the Buyer, from the date of occupancy to the time of closing. The parties to this Agreement should consult their insurance agent.
20. The Buyer ☐ May ☒ May Not keep domestic pets on the property. If neither box is selected, the Buyer May Not keep pets of any kind. If the buyer may keep domestic pets, an additional deposit of $ _____ shall be paid to the Seller for any damage the pet(s) may cause. This deposit shall be a credit to the Buyer at closing.
21. If the Buyer fails to perform as required under this agreement, Seller may terminate this Agreement. If the Buyer does not close in accordance with the Purchase Agreement, Seller may demand that the Buyer vacate the property within three (3) days of the Seller's written notice either delivered personally to the property or Buyer, or mailed to the property or Buyer.
22. Any change or modification or waiver of any provision of this Agreement must be in writing and signed by all parties in order to be valid.
23. This agreement is not intended to create a landlord tenant relationship and is specifically excluded from the Nebraska Landlord and Tenant Act.
24.

#4. Utilities will remain in owners name until closing.

Buyer	Date	Seller	Date 4-6-2016
Buyer	Date	Seller	Date
Witness Sharon Hartmann	Date 4-8-2016	Witness Sharon Hartmann	Date 4-6-2016

REV 4/12