Board of Aldermen Request for Action

MEETING DATE: 11/17/2026 **DEPARTMENT:** Finance

AGENDA ITEM: Resolution 1648, Approving a Water and Wastewater Leak Adjustment Request

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REQUESTED BOARD ACTION

Motion to approve Resolution 1648, approving a water and wastewater leak adjustment request for Christie Nance in the amount of $192.80.

SUMMARY

The City has received notice from Christie Nance, a residential utility billing customer, of a repaired water leak and request for a water leak adjustment. All requirements set forth in Section 705.110 of the Code of Ordinances have been met.

On or about September 29, 2026, the Utilities Division obtained electronic reads of water usage for the month of September. Those reads were uploaded to the billing system and staff was alerted to the accounts that had no, little or high usage.

Following the month of the September billing cycle, Christie Nance had started the cycle with a read of 4,710 and finished the billing cycle with a read of 4,955, which resulted in consumption of 24,500 gallons. This amount was more than twice the established monthly average. As required by Section 705.110.

Following the month of the October billing cycle, Christie Nance had started the cycle with a read of 4,955 and finished the billing cycle with a read of 5,246, which resulted in consumption of 29,100 gallons. This amount was more than twice the established monthly average. As required by Section 705.110, Christie Nance has provided proof of repair/maintenance of the service line which caused the high usage during the October billing cycle.

If approved, the leak adjustment would issue a credit of $192.80 to Christie Nance's utility account.

PREVIOUS ACTION

The Board has approved previous leak adjustments in this fiscal year when conditions have been met.

POLICY OBJECTIVE

Per Ordinance residential customers are eligible to apply for water and wastewater adjustments, but non-residential customers are eligible to apply for wastewater adjustments only.

FINANCIAL CONSIDERATIONS
Reduce utility revenues by $192.80.

ATTACHMENTS

☐ Ordinance	☐ Contract
☒ Resolution	☐ Plans
☐ Staff Report	☐ Minutes
☒ Other: Repair Documentation	

RESOLUTION 1648

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST FOR CHRISTIE NANCE IN THE AMOUNT OF $192.80

WHEREAS, the City approved Ordinance No. 2989-18 amending Section 705.110 of the Code of Ordinances on February 6, 2018; and

WHEREAS, Christie Nance, a residential utility billing customer with account 13-001439-02, has notified the City of a water leak and is requesting a leak adjustment; and

WHEREAS, the conditions set forth in Section 705.110 of the Code of Ordinances as amended have been met; and

WHEREAS, the adjustment calculation set forth in 705.110 of the Code of Ordinances as amended has been determined to be $192.80.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:

A water and wastewater leak adjustment in the amount of $192.80 shall be credited to account 13-001439-02 of residential utility billing customer Christie Nance.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 17th day of November, 2026.

_____
Damien Boley, Mayor

ATTEST:

_____
Linda Drummond, City Clerk

SMITHVILLE
missouri

Water and Wastewater Leak Adjustment Request

Utility Customer Name: Christie Nance

Utility Service Address: 1503 NE 196th St

Utility Account Number: 13-001439-02

The residential utility billing customer referenced above has notified City staff of a water leak and is requesting a leak adjustment. City staff has verified the water consumption of the month(s) in question is more than two (2) times the monthly average for this property, no other leak adjustment has occurred in the previous thirty-six (36) month period, covers a single event and repair receipts have been provided.

In accordance with the Leak Adjustment Ordinance No. 705.110, the Board of Alderman may consider a leak adjustment calculated to be $192.80 at the Board of Alderman meeting on 11/17/26.

Upon resolution by the Board of Alderman, I, Christie Nance, shall make payment in full or make formal payment arrangements with City staff no later than ten days (10) following the Board of Alderman consideration. I understand that failure to do so will result in imposition of late fees and/or disconnection of service.

Christie Nance 10/28/26

Customer's Signature Date

Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: Christie Nance

Utility Service Address: 1503 NE 196th St

Utility Account Number: 13-001439-02

Breaking down key figures in Ordinance 2989-18(C), Adjustment Calculations

1. The adjusted bill(s) shall charge the City's normal water rate on all water volume used up to two (2) times the average monthly water use for this property.

City's normal water rate (per 1,000 gallons): $11.96

Average monthly water usage for this property: 3,400 gallons

2. Adjusted bill(s) shall also charge the City's wholesale water rate on all water volume used greater than two (2) times the average monthly water use for this property.

City's wholesale water rate (per 1,000 gallons): $7.14

3. If the leak is inside the home, the wastewater bill(s) shall not be adjusted because the water volume used will have drained into the sanitary system of the home.
If the leak is outside the home, the wastewater bill(s) will be adjusted to reflect the average monthly wastewater usage for this property.

City's normal wastewater rate (per 1,000 gallons): $10.17

Average monthly wastewater usage for this property: 3,400 gallons

Was the leak inside or outside the home: outside

Was the wastewater billed winter average or actual usage: winter average

Calculating the adjustment amount using Ordinance 705.110(C), Adjustment Calculations

MONTH 1		MONTH 2 (if applicable)	
Original Water Bill Amount		Original Water Bill Amount	
24,500 gallons @ 11.96 per 1,000 gallons =	293.02	29,100 gallons @ 11.96 per 1,000 gallons =	348.04
Adjusted Water Bill Amount		Adjusted Water Bill Amount	
6,800 gallons @ 11.96 per 1,000 gallons =	81.33	6,800 gallons @ 11.96 per 1,000 gallons =	81.33
+ 17,700 gallons @ 7.14 per 1,000 gallons =	126.38	+ 22,300 gallons @ 7.14 per 1,000 gallons =	159.22
	207.71		240.55
Water Discount =	85.31	Water Discount =	107.49
Original Wastewater Bill Amount		Original Wastewater Bill Amount	
3,400 gallons @ 10.17 per 1,000 gallons =	34.58	3,400 gallons @ 10.17 per 1,000 gallons =	34.58
Adjusted Wastewater Bill Amount		Adjusted Wastewater Bill Amount	
3,400 gallons @ 10.17 per 1,000 gallons =	34.58	3,400 gallons @ 10.17 per 1,000 gallons =	34.58
Wastewater Discount =	0.00	Wastewater Discount =	0.00

Total Discount = 192.80

Updated with 11/1/2024 Rates



Full Nelson Services
8525 Parallel Parkway
Kansas City, KS 66112
Ph: 816-420-9697
Fax: 816-420-9450

Invoice 115563577
Invoice Date 10/27/2026
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Brandon Kruse
1503 Northeast 196th Street
Smithville, MO 64089 USA

Job Address
Brandon Kruse
1503 Northeast 196th Street
Smithville, MO 64089 USA

Description of Work

Travis: upon arrival verified scope of work. Began by excavating near the water meter. Trenched all the way down the house 42" deep core drilled the concrete wall and ran new water line through with sleeve. Installed new shut off valve and re routed through chase in garage to the mechanical room. Turned water on and tested for leaks. Everything operating properly at this time.

Backfilled yard, raked and put down straw. Will return for grass seed.

3 year parts and labor warranty.

Work performed by your friendly service experts Travis, Collin & chris.

Task #	Description	Quantity	Your Price	Your Total
SEWER3.5	After excavation, Full Nelson Services will not be responsible for final grading, seeding, or planting of grass or plants. Should Full Nelson Services encounter rock, shale, water, frozen ground, or other unusual subsurface conditions at the time of excavation and the cost of correcting these extra challenges conditions exceeds $100.00, the price of the contract shall increase by an appropriate amount to be agreed upon by the parties prior to completion of excavation. Full Nelson Services works in most conditions including rain and snow but these create surface conditions that are slick and hard to work in. Full Nelson will continue to work to get service restored and may cause damages to the property that are not controllable. Full Nelson will not be responsible for fixing the damage to the property in these conditions and the customer has the right to delay the job to avoid these challenges from happening. I hereby acknowledge that in requesting the plumbing repairs recommended to me today, that I understand that the condition of the plumbing system, pipes and/or all of the connecting supporting systems cannot readily be determined and that these systems may be deteriorated by age, exposure to acid or other chemicals, or even wear and tear. Largely, the rest of the plumbing system is in an unknown, concealed condition. Therefore, in consideration of the drains outside the home I have requested to be repaired/or replaced. I hereby release and discharge Full Nelson Services, its parent company, officers, principals, directors, employees, agents and contractors (hereinafter collectively, “Full Nelson Services”) from any claim of property damage, including consequential damages, in connection with or arising out of the plumbing services performed. I further agree to indemnify and hold Full Nelson Services against any such claims made by any third party. I represent and affirm that I am of full age and that I have the right to contract in my own name. I represent and affirm that I have read the foregoing and agree to same. If work is provided by Full Nelson Services, that is backed by a warranty, said warranty will be void if tampered with or worked on by anyone other than Full Nelson Services. I recognize that nature cannot be controlled, and that I cannot hold Full Nelson Services responsible for such acts as freezing, etc. I recognize that delinquent payment will void any warranty to any work provided by Full Nelson Services. I recognize that aged and deteriorated plumbing fixtures, piping and appurtenances may no longer be serviceable, and I agree to hold Full Nelson Services blameless for any damage or destruction to those items as a result of these conventional repair efforts. I agree to pay for all work good and services received at the	1.00	$8,800.00	$8,800.00

completion of and/or receipt of same said work good and/or services unless prior arrangements have been agreed upon. Payments will be in the form of cash, check, credit card, debit card, or financing. A service charge of 1.5% per month or 18% per annum will be charged on balances 30 days or more past due. In case of suit by Full Nelson Services to enforce this contract or any of the obligations, terms and conditions hereof, then, in addition to damages and other relief, Full Nelson Services shall be entitled to recover reasonable attorneys fees and expenses, including efforts to collect and fees for liens and time spent to file any documents to put a lien on property.

We collect half down before we will pull permits, order parts, and equipment. If the contract is signed and commitment was understood Full Nelson Services reserves the right to refund a cancelation or not. At Minimum Full Nelson Services will take out the amount for the parts and labor to get to that point. The remainder of the total will be collected at the end of the job.

Paid On	Type	Memo	Amount
10/20/2026	Visa	Deposit	$4,400.00
10/27/2026	Visa		$4,400.00

Sub-Total	$8,800.00
Tax	$0.00
Total Due	$8,800.00
Payment	$8,800.00
Balance Due	$0.00

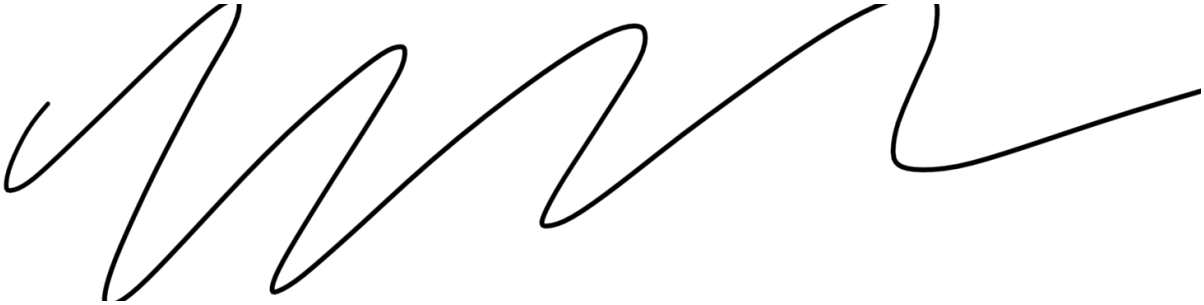
Thank you for choosing Full Nelson Services. We appreciate your business!

I hereby authorize the work described above and agree to the terms and conditions. I have read all terms & conditions of this contract. NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



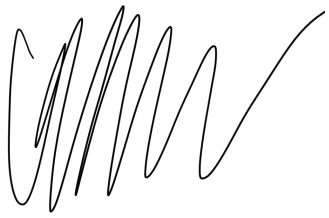
10/27/2026

I have inspected all of the work done by Full Nelson Plumbing, Inc. pursuant to the contract terms agreed by me. I find that all work has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed by Full Nelson Plumbing, Inc. to my satisfaction. I acknowledge that I have 72 business hours Right To Cancel, without penalty or fees- for non-HVAC projects. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed.



10/27/2026

I authorize Full Nelson Services to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.



10/27/2026



Terms and Conditions

After excavation, Full Nelson Services shall backfill holes and trenches. Full Nelson Services will not be responsible for final grading, seeding, or planting of grass or plants.

Should Full Nelson Services encounter rock, shale, water, frozen ground, or other unusual subsurface conditions at the time of excavation and the cost of correcting these conditions exceeds $100.00, the price of the contract shall increase by an appropriate amount to be agreed upon by the parties prior to completion of excavation.

If work is provided by Full Nelson Services, that is backed by a warranty, said warranty will be void if tampered with or worked on by anyone other than Full Nelson Services.

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In case of suit by Full Nelson Services to enforce this contract or any of the obligations, terms and conditions hereof, then, in addition to damages and other relief, Full Nelson Services shall be entitled to recover reasonable attorneys fees and expenses, including efforts to collect and fees for liens and time spent to file any documents to put a lien on property.