



Board of Aldermen Request for Action

MEETING DATE: 10/21/2025

DEPARTMENT: Finance

AGENDA ITEM: Resolution 1519, Approving a Water and Wastewater Leak Adjustment Request

REQUESTED BOARD ACTION

Motion to approve Resolution 1519, approving a water and wastewater leak adjustment request for Keely Nolte.

SUMMARY

The City has received notice from Keely Nolte, a residential utility billing customer, of a repaired water leak and his request for a water leak adjustment. All requirements set forth in Ordinance 2989-18 have been met.

On or about August 28, 2025, the Utilities Division obtained electronic reads of water usage for the month of August. 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 August billing cycle, Keely Nolte had started the cycle with a read of 1,541 and finished the August cycle with a read of 1,719, which resulted in consumption of 17,800 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Keely Nolte has provided proof of repair/maintenance of the sprinkler leak which caused the high usage during the August billing cycle.

On or about September 30, 2025, 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, Keely Nolte had started the cycle with a read of 1,719 and finished the September cycle with a read of 2,243, which resulted in consumption of 52,400 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Keely Nolte has provided proof of repair/maintenance of the sprinkler leak which caused the high usage during the September billing cycle.

If approved, the leak adjustment would issue a credit of \$245.17 to Keely Nolte's utility account.

PREVIOUS ACTION

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

POLICY OBJECTIVE

N/A

FINANCIAL CONSIDERATIONS

Reduce utility revenues by \$245.17.

ATTACHMENTS

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

RESOLUTION 1519

A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST FOR KEELY NOLTE

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

WHEREAS, Keely Nolte, a residential utility billing customer with account 06-003480-05, 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 \$245.17.

**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 \$245.17 shall be credited to account 06-003480-05 of residential utility billing customer Keely Nolte.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 21st day of October, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Keely Nolte

Utility Service Address: 623 Harborview Drive

Utility Account Number: 06-003480-05

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 \$245.17 at the Board of Alderman meeting on 11/4/2025.

Upon resolution by the Board of Alderman, I, Keely Nolte, 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.

Keely Nolte 10/10/25

Customer's Signature

Date



Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Keely Nolte**

Utility Service Address: **623 Harborview Drive**

Utility Account Number: **06-003480-05**

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: **4,833 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: **4,833 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	
Original Water Bill Amount	
17,800 gallons @ 11.96 per 1,000 gallons =	212.89
Adjusted Water Bill Amount	
9,666 gallons @ 11.96 per 1,000 gallons =	115.61
+ 8,134 gallons @ 7.14 per 1,000 gallons =	58.08
	173.69
Water Discount =	
	39.20
Original Wastewater Bill Amount	
4,833 gallons @ 10.17 per 1,000 gallons =	49.15
Adjusted Wastewater Bill Amount	
4,833 gallons @ 10.17 per 1,000 gallons =	49.15
Wastewater Discount =	
	0.00

MONTH 2 (if applicable)	
Original Water Bill Amount	
52,400 gallons @ 11.96 per 1,000 gallons =	626.70
Adjusted Water Bill Amount	
9,666 gallons @ 11.96 per 1,000 gallons =	115.61
+ 42,734 gallons @ 7.14 per 1,000 gallons =	305.12
	420.73
Water Discount =	
	205.97
Original Wastewater Bill Amount	
4,833 gallons @ 10.17 per 1,000 gallons =	49.15
Adjusted Wastewater Bill Amount	
4,833 gallons @ 10.17 per 1,000 gallons =	49.15
Wastewater Discount =	
	0.00

Total Discount = 245.17



Hamilton Plumbing, Heating, A/C, & Rooter
8155 Lenexa Dr
Lenexa, KS 66214-1653
(913)888-4262

PLUMBING Contract License:License #
2025-0011121

Billing Address

Ethan Nolte
623 Harborview Dr
Smithville, Missouri 64089

Service Location

Ethan Nolte
623 Harborview Dr
Smithville, Missouri 64089

Invoice

Invoice	20367390	Date	10/1/2025
Reference Number		Technician	Jose Velasquez Zelaya

Diagnosis/Recommendations Notes Section

Repair/Installation Performed

Task / Description	Service Warranty	Book Price	Discount	Your Price
P-SW-X0300 Excavation - Sewer Line Repair		Price as Quoted	0.00	5200.00

Completion Notes

We fixed a lik underneath the sidewalk in front yard.

SubTotal	5200.00
Total Savings	0.00
Total	5200.00
Total Paid	0.00
Payment Method	
Amount Due	5200.00

Customer Declined

Signatures



Hamilton Plumbing, Heating, A/C, & Rooter, part of the ARS Network, is a proud partner of St. Jude Children's Research Hospital®. Since 2018, we have raised \$8 million to support their mission: Finding cures. Saving children®.

Please donate today by visiting www.stjude.org/comfortforacause.

TERMS AND CONDITIONS

Company's Responsibility - Company ("Us") shall do all work in a good and workmanlike manner and endeavor to render prompt and efficient service. Company warrants its work to be free from defects in material and workmanship for the warranty period, if any, set forth on the first page of the Agreement. The work to be performed, the materials to be used and the set of specifications agreed to on the first page of the Agreement cannot be changed without a written change order signed by the Customer ("You") and the Company.

Customer's Responsibility - Customer will operate the equipment in accordance with the manufacturer's instructions and will ensure routine tune-ups and any special tune-ups listed in Customer's manual for the equipment are performed, including the cleaning of the condensate drain, the condenser, the evaporator coil and the cleaning and replacement of filters.

Non-Payment - Interest in the amount of the highest legal rate will be assessed for the period of delinquency that is 60 days from the date on the reverse of the Agreement. Void where prohibited. In the event of non-payment, You agree to pay all costs incurred for collections not limited to attorney fees and court costs. Company may have a right to assert a lien against Your property for any amounts not paid to the Company for services or materials provided or to be provided in connection with the improvement of the property under Company's contract with You.

Electronic Check Authorization - When Customer provides a check as payment, You authorize Us to use information from Your check to process a one-time Electronic Funds Transfer (EFT) or draft drawn from Your account, or process the payment as a check transaction. You also authorize Us to process credit adjustments, if applicable. If Your payment is returned unpaid, You authorize Us to collect Your payment and the maximum return fee amount allowed by state law.

Commercial General Liability Insurance (CGL) - This Contractor carries commercial general liability insurance written by Liberty Mutual. You may call Liberty Mutual at 1-800-227-9887 ext. 346 to check the contractor's insurance coverage.

Workers' Compensation Insurance - This Contractor carries worker's compensation insurance for all employees. Corporate Address - 965 Ridge Lake Blvd., Suite 201, Memphis, TN 38120, E-Mail: wecare@ars.com

Privacy - Company will only use your personal information in accordance with our Privacy Policy, which is located at <https://www.ars.com/privacy-policy>.



Notice of Cancellation

Date of Transaction: 10/1/2025

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, and payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to **Hamilton Plumbing, Heating, A/C, & Rooter**, at **8155 Lenexa Dr, Lenexa KS 66214** no later than midnight of **10/6/2025**

I hereby cancel this transaction. Date ____/____/____

BUYER'S SIGNATURE

PRINTED NAME:

CUSTOMER ADDRESS:

