



## Board of Alderman Request for Action

**MEETING DATE:** 4/19/2022

**DEPARTMENT:** Finance

**AGENDA ITEM:** Resolution 1050, A Resolution Approving A Water Leak Adjustment Request

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**REQUESTED BOARD ACTION:**

Motion to approve Resolution 1050, approving a water and wastewater leak adjustment request.

**SUMMARY:** The City has received notice from Sara Dejanas, 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 January 26, the Utilities Department obtained electronic reads of water usage for the month of January. Those reads were uploaded to the billing system later and same day which provides warnings for customers with no, little, or high usage.

Following the month of the January billing cycle, Sara Dejanas had started the cycle with a read of 1266 and finished the January cycle with a read of 1435, which resulted in consumption of 16,900 gallons. This amount was more than twice the established monthly average. Following the month of the February billing cycle, Sara Dejanas had started the cycle with a read of 1435 and finished the January cycle with a read of 1707, which resulted in consumption of 27,200 gallons. This amount was more than twice the established monthly average. As required by Ordinance 2989-18, Sara Dejanas has provided proof of repair/maintenance of the leak which caused the high usage during the January and February billing cycles.

If approved, the leak adjustment would issue a credit of \$264.38 to Sara Dejanas' utility account.

**PREVIOUS ACTION:**

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

**POLICY OBJECTIVE:**

Click or tap here to enter text.

**FINANCIAL CONSIDERATIONS:**

Reduce utility revenues by \$264.38.

**ATTACHMENTS:**

- |   |                                   |
|---|-----------------------------------|
| <input type="checkbox"/> Ordinance                              | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution                  | <input type="checkbox"/> Plans    |
| <input checked="" type="checkbox"/> Staff Report                | <input type="checkbox"/> Minutes  |
| <input checked="" type="checkbox"/> Other: Repair Documentation |                                   |

## **RESOLUTION 1050**

### **A RESOLUTION APPROVING A WATER AND WASTEWATER LEAK ADJUSTMENT REQUEST.**

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

**WHEREAS**, Sara Dejanas, a residential utility billing customer with account 02-003291-05, 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 \$264.38;

### **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 \$264.38 shall be credited to account 02-003291-05 of residential utility billing customer Sara Dejanas.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 19<sup>th</sup> day of April, 2022.

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Damien Boley, Mayor

ATTEST:

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Linda Drummond, City Clerk



## Water and Wastewater Leak Adjustment Calculation

Utility Customer Name: **Sara Dejanas**

Utility Service Address: **209 W Meadow**

Utility Account Number: **02-003291-05**

### 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): **\$8.33**  
 Average monthly water usage for this property: **6,650** 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): **\$4.98**

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): **\$6.68**  
 Average monthly wastewater usage for this property: **6,650** gallons  
 Was the leak inside or outside the home: **outside**  
 Was the wastewater billed winter average or actual usage: **actual usage**

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

MONTH 1	
Original Water Bill Amount	
<b>16,900</b> gallons @ 8.33 per 1,000 gallons =	140.78
Adjusted Water Bill Amount	
13,300 gallons @ 8.33 per 1,000 gallons =	110.79
+ 3,600 gallons @ 4.98 per 1,000 gallons =	17.93
	128.72
Water Discount =	
	12.06
Original Wastewater Bill Amount	
16,900 gallons @ 6.68 per 1,000 gallons =	112.89
Adjusted Wastewater Bill Amount	
6,650 gallons @ 6.68 per 1,000 gallons =	44.42
Wastewater Discount =	
	68.47

MONTH 2 (if applicable)	
Original Water Bill Amount	
<b>27,200</b> gallons @ 8.33 per 1,000 gallons =	226.58
Adjusted Water Bill Amount	
13,300 gallons @ 8.33 per 1,000 gallons =	110.79
+ 13,900 gallons @ 4.98 per 1,000 gallons =	69.22
	180.01
Water Discount =	
	46.57
Original Wastewater Bill Amount	
27,200 gallons @ 6.68 per 1,000 gallons =	181.70
Adjusted Wastewater Bill Amount	
6,650 gallons @ 6.68 per 1,000 gallons =	44.42
Wastewater Discount =	
	137.28

**Total Discount = 264.38**



Water and Wastewater Leak Adjustment Request

Utility Customer Name: Sara Dejanas

Utility Service Address: 209 W Meadow

Utility Account Number: 02-003291-05

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 \$264.38 at the Board of Alderman meeting on 4/19/22.

I, Sara Dejanas, agree to attend the Board of Alderman meeting referenced above, and understand that my failure to be present is cause for the Board of Alderman to deny my request.

Upon resolution by the Board of Alderman, I, Sara Dejanas, 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.

Sara Dejanas  
Customer's Signature

4/12/22  
Date

# RoyalTee Plumbing

8725 N. Lathrop Drive  
Kansas City, MO 64155  
(816)681-1186



**Invoice # :** 10220  
**Acc / Cust # :** 67  
**Technician:** Jasen H  
**Date:** 01/20/2022

## Billing Address:

Takedown Investments  
1721 NE 79th Ct.  
Kansas City MO 64118

(816) 590-3621  
ccinvestments34@gmail.com

## Service Address:

Takedown Investments  
Chad Coons  
209 S. Meadow St  
Smithville MO 64089

(816) 590-3621  
ccinvestments34@gmail.com

TASK	WORK DESCRIPTION	WARRANTY	RATE	QTY	TOTAL
0000	Cleared main line, had to run approximately 200' line is clear and flowing properly now	30 day	200.00	1.00	200.00

Service Agreement:	N/A		
Customer PO/WO:		Customer Auth #:	
Recommendations:	Run jetter in pipe when it warmer outside		

Terms & Conditions / Approval / Start <b>Override:</b> jh  Completion <b>Override:</b> jh	Method of Payment		Change Order:	
	- Billing			
Waiver Of Right <b>Override:</b> jh	<input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Sub Total:	\$ 200.00
			Tax: (0 %)	\$ 0.00
			Estimate:	\$ 0.00
			Grand Total:	\$ 200.00
			Amount Paid / Adjustment:	\$ 0.00
		<input checked="" type="checkbox"/> Other jh _____	Balance Due:	\$ 200.00
			When mailing a check, please include invoice number 10220 on your check.	Thank You!

Make Payable To: RoyalTee Plumbing, 8725 N. Lathrop Drive Kansas City MO 64155

For a copy of Terms & Conditions / Waiver that were signed in the presence of technician, please visit: [royaltee.skyboss.com/TAndC/1](http://royaltee.skyboss.com/TAndC/1)

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# RoyalTee Plumbing

8725 N. Lathrop Drive  
Kansas City, MO 64155  
(816)681-1186  
RoyalTeePlumbing



## Authorization to Start Work

### Home Improvement Contract

I have reviewed the estimated cost of the proposed work to be completed on my property. I agree to pay for all work completed on my property by **RoyalTee Plumbing** at my request. I am aware of the terms and conditions of this agreement and expressly agree to all the terms contained therein. I understand the above is an estimate and not a guaranteed figure for the completion of work on my home. I understand that **RoyalTee Plumbing** will only perform the work outlined above unless it obtains a further agreement from me.

### Terms & Conditions:

**1. RoyalTee Plumbing** does hereby warranty the services provided by it for the period stated on the Contract. This warranty covers service and labor only. Any and all parts installed as part of the work by **RoyalTee Plumbing** is covered by the manufacturer's warranty only. Customer shall have no recourse against **RoyalTee Plumbing** for the defects in parts utilized. This warranty is limited to defects in workmanship not caused by intervening acts such as mistreatment or neglect by customer. If a defect in workmanship is detected, customer shall promptly notify **RoyalTee Plumbing** of the defect and shall allow **RoyalTee Plumbing** the opportunity to complete repairs of the defective workmanship. This remedy is exclusive. If customer fails to notify **RoyalTee Plumbing** of the alleged defect in workmanship and not allow **RoyalTee Plumbing** the opportunity to repair the defect, customer shall have no remedy at law.

**2. Limitations of Liability.** Customer understands and agrees that **RoyalTee Plumbing** shall not be liable for any damage caused as a result of existing improper, worn, rusted or defective plumbing, pipe fixtures, walls, flooring, and/or roofing. Customer further understands and agrees that **RoyalTee Plumbing** shall not be liable for any incidental or consequential damages which result from materials supplied of services rendered.

**3. Resolution of Disputes.** A. Customer agrees that all disputes under this agreement shall be litigated in courts chosen by **RoyalTee Plumbing** . B. Customer further agrees that the Law of the State shall apply to all disputes between the parties hereto.

**4. Attorney's Fees.** It is hereby agreed between the parties hereto that the prevailing party in any action instituted, relating, or referring to this agreement, shall have additional rights to recover his/her attorney's fees and costs in addition to the cost of the action itself.

**5. Entire Contract.** This agreement replaces and supersedes any and all previous agreements, written or oral, with respect to the work to be performed by **RoyalTee Plumbing** . Should any one or more of the contract provisions be determined illegals and/or unenforceable, all remaining provisions shall nevertheless remain effective.

**6. Amendments.** Amendments to this agreement may only be made in writing and signed by Change Order.

**7. Warranty of Ownership.** Customer does hereby represent that he or she is the owner or the authorized agent of the owner of the real property which **RoyalTee Plumbing** will commence work.

**8. Force Majeure.** **RoyalTee Plumbing** shall not be liable under the provisions of this agreement for damages on account of strikes, lockouts, accidents, fires, delays in manufacturing, delays of carriers, acts of God, governmental actions, state of war, or any other cause beyond the control of the manufacturer whether or not similar to those enumerated.

**9. Mold Release.** **RoyalTee Plumbing** makes no representation or warranty, express, implied, or otherwise regarding mold, fungi, rust, corrosion or other bacteria or organisms. Contractor shall have no duty or responsibility or liability all of which is expressly waived by you for losses, fines, penalties, testing, analysis, monitoring, cleaning, removal, disposal, abatement, decontamination, remediation, repair,

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replacement, relocation, loss of use of building, or building equipment and systems, or personal injury, sickness or disease associated with mold, fungi, rust, corrosion or other bacteria or organisms. Any implied warranty of workmanlike construction, implied warranty of habitability or an implied warranty of fitness for a particular use hereby waived and disclaimed.

## Mechanic's Lien Warning

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record a mechanic's lien and sue you in court to foreclose the lien. If a court finds the lien is valid, you preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 20 Day Preliminary Notice this notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. **Protect yourself from liens.** You can protect yourself from liens by getting a list of all subcontractors, laborers and suppliers that work on your project. Make sure every person has been paid in full after completion of each phase in writing. **Remember, If you do nothing, You risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

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### COMPLETION ACCEPTANCE OF WORK PERFORMED

I acknowledge satisfactory completion of the work designated on this invoice and that the premises have been left in a satisfactory condition. I understand that if my check does not clear, I am liable for the check and any and all charges from the bank. I agree to pay 1.75% per month for past due amounts (minimum charge \$30). In the event that the collection efforts are initiated against me, I shall pay for all associated fees at the posted rates as well as all attorney's fees and collection costs. I agree that the amount set forth in the space marked "Total" is the total price I have agreed to pay today. In the event if I am unsatisfied with the work, I will contact this company prior to posting to any online forums, websites, social media, or review sites. I agree to give **RoyalTee Plumbing** the opportunity to address my un-satisfaction. Any comment or review posted anywhere on the internet must be removed immediately until **RoyalTee Plumbing** is contacted via phone call to **RoyalTee Plumbing**, and you have spoken directly with The OWNER to address the issue. In the event that my grievances cannot be resolved to my satisfaction, I agree to post the full story of our conversation and interaction with any social media posting (which includes reviews to Yelp!, Home Advisor, Angie's List, Google, Facebook etc.). If my comments and/or reviews are missing the complete story, the post must be immediately removed and will result in legal action by **RoyalTee Plumbing**.

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## Waive your right to cancel

**You the consumer can waive your right to cancel the contract if it is a real emergency in which you the consumer needs the goods or services immediately and cannot wait for the cancellation period to end. ( Waive means to give up a right with knowledge of the right and the effect of the waiver.) All of the following must be true in order for the waiver to be valid: I. The contract must be for emergency or immediate necessity repairs or services which are necessary for the immediate protection of people or property; II. The consumer, the consumer's agent, or the consumer's insurance representative must have initiated the contract; and The consumer must sign the signature box approving the work to be started and acknowledges and waives the consumer's right to cancel. By acknowledging you read this form, you agree to let this take the place of the hand written statement being this is a paperless transaction. I will notify [ COMPANY NAME ] of any alleged damages incurred as a result of the work completed within 24 Hours, in writing by mail or by email. Mailing Address: [ FULL ADDRESS ] email: [ COMPANY EMAIL ]**

## Right of Cancellation

**Three day right to cancel: You, the Homeowner, who enter into contracts with contractors to improve, remodel or repair your home, have a right to cancel the contract, without any penalty or obligation, within three business days after signing the contract by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you have received a signed and dated copy of the contract that includes this notice. Include your name, address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 TEN days of receiving the notice of cancellation. You must return any and all goods provided by the contractor in the condition you received them. Contractor has 20 days to remove all goods from your property. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.**

