

## Application for Water and Sewer Service

This is a legally binding contract between the applicant and City of Red Oak for water and sewer services. By signing this agreement you agree to abide by the following rules and regulations. Violation of these rules and regulations will result in your services being discontinued until conditions are satisfactorily met to restore your services.

You may now pay online at [city.redoakiowa.com](http://city.redoakiowa.com)  
Please be sure you are in our Official Site.

### Service Deposit

A service deposit of \$75.00 is required from all customers, **regardless of previous credit.** Customers with multiple properties are required to pay a service deposit for each property they own.

Service deposits are subject to change as deemed necessary by the City Council. Deposits are refunded to *property owners* after one year of timely payments. Deposits for *renters* are transferred from rental property to rental property.

A refund will be given to a renter who has either moved out of Red Oak or who has become a property owner. Once they have become a property owner, procedures for property owner refunds will be followed. Deposits are first applied to a customers' final balance and any remaining deposit will be refunded after it has gone before the City Council for their approval.

### Property Owner's Service Lines & Stop Boxes

Property owners are responsible for the care and repair of their service lines and stop boxes. Any fees required to repair or replace either the service line or the stop box *is the responsibility of the property owner.* **It is your responsibility to maintain the stop box.** (refer to City Code Ordinance 90.12,13)

### Meters and Water Mains

It is the City's responsibility to maintain the proper functioning of the meters and water main. **It is the joint responsibility of the property owner and their tenants to care for and protect the meter.**

Please notify the City immediately if your meter becomes damaged. **DO NOT ATTEMPT TO REPAIR IT YOURSELF.** The City will either

repair or replace it and you will be billed accordingly. (Refer to City Code Ordinance 91.07)

If a meter should malfunction for reasons other than neglect or misuse, we will repair or replace it at no charge to you. If at any time a meter malfunctions and should cause an incorrect reading, the customer's utility bill will be adjusted accordingly.

### Meter Readings & Disputes

Applicant(s)/Property Owners agree to allow our employee's access to the meter on a monthly basis or as needed (refer to City Ordinance 91.08). Applicant(s)/Property Owner can provide the City, or its' employee(s) a proper reading taken from the meter. You agree to allow our employees a time to verify said reading. If you have a dispute over your bill, please contact the billing office before the due date of the bill. All legitimate complaints will be handled and settled as quickly as possible. If a dispute is found to be legitimate, there will be no penalty assessed to the disputed balance. If the bill is correct all account balances will be paid by the customer when due.

### Due Date, Final Notices and Delinquent Accounts

Bills are processed and mailed out on the first of each month. **Bills are due and payable when received and become delinquent after the 20<sup>th</sup> day of the month.** A 10% penalty is applied to your account if payment has not been received in our office by the 20<sup>th</sup>. If your account becomes delinquent, a final notice will be mailed to you. You will have no less than 10 days to bring your account up to date. Failure to pay the delinquent amount will result in your services being discontinued. **In order to have your services restored, your total balance plus a \$75 reconnect fee is required.** Accounts with zero usage are billed according to the fee's set by the City Council. Vacant properties must have the meter removed by the owner or a city employee and cannot be shut off at the curb (refer to City Code Ordinance 92.10). Delinquent outstanding service charges shall constitute a lien upon the premises (refer to City Code Ordinance 92.06).

## Red Oak City Ordinances

- 90.12 Responsibility for water service pipe and stop box. All costs and expenses incident to the installation, connection, and maintenance of the water service pipe and stop box from the main to the building served shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation or maintenance of said water service pipe and stop box.
- 90.13 Failure to Maintain. When any portion of the water service pipe which is the responsibility of the property owner becomes defective or creates a nuisance and the owner fails to correct such nuisance within the number of days specified in written notice to the owner, the City may do so and assess the costs thereof to the property (Code of Iowa Sec 364.12 [3a & h])
- 91.04 Location of Meters. All meters shall be so located that they are easily accessible to meter readers and repairmen and protected from freezing.
- 91.07 Meter Repairs. Whenever a water meter owned by the City is found to be out of order the Superintendent shall have it repaired. If it is found that damage to the meter has occurred due to the carelessness or negligence of the customer or property owner, or the meter is not owned by the City, then the property owner shall be liable for the cost of repairs.
- 91.08 Right of Entry. The Superintendent shall be permitted to enter the premises of any customer at any reasonable time to read, remove, or change a meter.
- 92.06 Lien for Nonpayment. The owner of the premises served and any lessee or tenant thereof shall be jointly and severally liable for water service charges to the premises. Water service charges remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes (Code Of Iowa Sec 384.84)
- 92.07 Lien Exemption. The lien for nonpayment shall not apply to residential rental properties where water service is separately metered and the charges therefore are paid directly by the tenant, providing the landlord has given written notice to the Clerk that the tenant is liable for the charges and a deposit not exceeding the usual cost of ninety (90) days of water service is paid to the City. The landlord's written notice shall contain the name of the tenant responsible for the charges, the address of occupancy and the date of occupancy. A change in tenant shall require a new written notice and deposit. When the tenant moves from the rental property, the Clerk shall refund the deposit if the water service charges are paid in full and the lien exemption shall be lifted from the rental property. (Code of Iowa Sec. 384.84)
- 92.10 Temporary Vacancy. A property owner may request water service be temporarily discontinued and shut off at the curb stop when the property is expected to be vacant for an extended period of time. There shall be no fee collected for shutting the water off at the curb stop and no fee for restoring service. During a period when service is temporarily discontinued as provided herein there shall be no minimum service charge; however, the property owner must remove the water meter and deposit the meter at City Hall for the period of time when the property is expected to be vacant. In the event that the City is hired to remove or reinstall the meter for such temporary vacancies, the property owner will be billed fifteen dollars (\$15.00) for such service.

**Please complete the following information for Applicant & Co-Applicant**

Applicant Name: \_\_\_\_\_ D.O.B : \_\_\_\_\_

Previous Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ SSN#: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Property Location: \_\_\_\_\_ Moving Date: \_\_\_\_\_

Emergency contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Relationship to you: \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

Do you own or rent this property: \_\_\_\_\_

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Co-Applicant Name: \_\_\_\_\_ D.O.B : \_\_\_\_\_

Previous Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ SSN#: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Property Location: \_\_\_\_\_ Moving Date: \_\_\_\_\_

Emergency contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

Relationship to you: \_\_\_\_\_ **EMAIL ADDRESS** \_\_\_\_\_

Do you own or rent this property: \_\_\_\_\_

I, the applicant, have read, understand and will comply with this contract. I understand that it is the City's right to request proper identification, information and signatures of those responsible for the account. I am aware that it is against the law to knowingly use a false name and that using a false name is punishable by two (2) years in prison, a \$5,000 fine or both.

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Co-Occupant Applicant**

\_\_\_\_\_  
**Date**