

# EVANSDALE WATER WORKS

## Utility Billing Policy

**STARTING SERVICE:** When service is desired at a service location in the city, the customer shall make a deposit, complete a service application, and sign a contract card as shown in Exhibit B of the Evansdale Water Works Rules and Regulations. If construction of a building is being built on a speculation basis and water service is desired after a meter is installed, in place of a deposit, a signed Property Owner Agreement form must be on file with the Water Works.

### **DEPOSIT FOR SERVICES:**

**Tenant's Deposit:** A deposit for services of water (meter), sewer, and garbage is required and is based on applicable services of the service location. The amount for each meter, sewer, and garbage deposits is set forth as listed in the Rates and Charges of the most recently approved Rules and Regulations and of the ordinances set forth by the City of Evansdale. Deposits are held until service has ended and applied to a final bill.

**Property Owner's Deposit:** A deposit for services of water (meter), sewer, and garbage is required and is based on applicable services of the service location. The amount for each meter, sewer, and garbage deposits is set forth as listed in the Rates and Charges of the most recently approved Rules and Regulations and of the ordinances set forth by the City of Evansdale. Deposits will be refunded automatically after Good Credit has been established (see Good Credit Policy listed below) The property owner will designate when signing up for services, if their refund should be credited to their utility account or refunded by check.

**Commercial Deposit:** Deposits for all commercial buildings will be based upon anticipated quarterly usage for water and sewer services. City garbage pickup is not available to commercial customers.

### **Good Credit Policy:**

- **Quarterly Customers:** Any customer who has received a minimum of two (2) years of service AND has paid eight (8) out of the nine (9) most recent quarterly bills payments on time AND in full, will have achieved "Good Credit" status.
- **Monthly Customers:** Any customer who has received a minimum of one (1) year of service AND has paid eleven (11) out of the twelve (12) most recent monthly bills on time AND in full, will have achieved "Good Credit" status.

**Waived Deposits:** A deposit for services may be waived when transferring service if the property owner has established Good Credit at a current service address and will begin services at another service address in the City.

A deposit may also be waived if **ALL** the following criteria are met:

- When ownership and services are transferred among family members (family member is explicitly defined as spouse, child, parent, grandparent, or grandchild), and
- The current property owner has established Good Credit, and
- There will not be a disruption of services between the previous owner and the new owner.

**Transfer of Deposit:** A deposit may be transferred when moving to a new location within the city provided that applicable deposits of services are updated to the current rate(s), and service at both locations is less

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than one calendar week, otherwise a new deposit for services is required to begin services at the new location.

**Forfeiture of Deposit:** A deposit will be forfeited in the following scenarios:

- The customer fails to give notification of moving (including a valid forwarding address).
- The customer fails to cash their deposit refund check within one (1) year from the date the check was issued.
- The remaining balance of a deposit refund is less than \$5.00.

**ACCOUNT NAME CHANGES:** A “Name Change” means any request to change the person or entity financially responsible for utility services at a service address, whether due to divorce, marriage, business reorganization, death, or internal household change. A name change **does not occur automatically** – it must be processed through the Water Works Office.

A name change is treated as either an **Account Update** or a **New Account**, depending on the circumstances described below.

### 1. General Rules for All Name Changes

- All name changes require a completed Service Application. If an application is already on file for the individual, it will be updated.
- All name changes require a signed Service Contract. If a contract is already on file, it will be updated.
- The prior account holder remains financially responsible for all charges incurred through the effective date of the name change.
- A name change does not erase or transfer unpaid balances unless expressly authorized by this policy.
- Evansdale Water Works will not place an account into a new name for the purpose of avoiding payment of a delinquent balance.

### 2. Name Changes Due to Marriage, Divorce, or Legal Name Change

This applies when the same person(s) remains responsible for the account, but their legal name changes.

- The existing account remains active.
- Deposits remain on the account and are not reset.

### 3. Adding a Person to an Account (Creating a Joint Account)

An existing account holder may request to add a person to their account. The account holder requesting the addition must:

- Make the request in person, in writing, or through a verified identity process
- Provide the full legal name of the person being added
- Bring any required deposits up to current levels prior to the change

The person being added must:

- Complete a Service Application
- Sign a Service Contract

Once added, both parties become jointly and severally responsible for all charges.

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### 4. Account Change Due to Death of an Account Holder

Service will not remain in the name of a deceased person. The surviving spouse, estate, or responsible occupant must:

- For surviving spouse only: Request a name change, complete a service application and sign contract
- For estate only: Complete a Service Application and notify office when estate has settled to end services and a final bill will be issued for the deceased account holder. Any deposit will be applied to that final bill.
- For responsible occupant: Treated as new occupant – deposit required, complete service application and sign the contract. A final bill will be issued for the deceased account holder as of the date of death or notification, whichever is later. Any deposit will be applied to that final bill.

### 5. Business or Entity Name Changes

If a business changes its legal name, ownership, or tax ID:

- A new Service Application is required
- A new deposit may be required
- The prior business remains responsible for all charges incurred before the change

### 6. Removal of a Party From a Joint Account

When two or more persons are listed on an account, all are jointly and severally responsible. If one party wishes to be removed, that party must personally request their own removal. Requests from the remaining party or any third party will not be accepted.

The person requesting removal of themselves must:

- Submit the request in person, in writing, or through a verified identity process
- Provide the date their responsibility is to end
- The person requesting removal of themselves further agrees and understands that any remaining deposit on file is forfeited to the remaining account holder.

**PROPERTY OWNER AGREEMENT FORM:** A property owner may complete, sign, and have on file with the Water Works a Property Owner Agreement form to have services automatically transferred into their name when their tenant notifies the Water Works to discontinue services that are in the tenant's name, or if construction of a building is being built on a speculation basis and water service is desired after a meter is installed.

Currently, this option does not require a deposit from the owner and is designed solely to allow services to remain on and available for the purpose of cleaning, painting, remodeling, etc. No one shall be allowed to occupy the said property unless a deposit has been paid, and possession of the property shall not be given to a tenant until services have been transferred into their name. The property owner further understands that it is their obligation to maintain sufficient heat to avoid possible freezing of water lines, and Evandale Water Works will not be responsible for any damage and/or breakages that may occur due to possible freezing.

The Property Owner Agreement shall become inactive and voided when the property has been sold, or when the property is no longer considered rental property (i.e., the property owner occupies the property themselves), or when the property owner requests the agreement to be voided.

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**LIEN EXEMPT FORM:** In accordance with Iowa Code 384.84 as amended, and with the Evansdale Water Works Rules and Regulations, a property owner may file with Evansdale Water Works a Lien Exemption form on their tenant for exemption from the possibility of a lien for unpaid water, sewer, garbage, and storm water rates and charges incurred by the tenant.

The Lien Exemption does not apply to charges for repairs to a water service if the repair charges become delinquent.

The property owner will receive a copy of their tenant's Disconnect Notice each time their tenant becomes delinquent on their utility bill.

A change in tenant requires a new form filed with the Water Works within 30 business days from the date the new tenant begins occupancy. A change in ownership of the property requires a new form filed with the Water Works within 30 business days from the date the completion of ownership occurred. Forms filed after the 30-days will be accepted only if the tenant's current balance is zero.

A Filing Fee, as set forth in the Rates and Charges of the most recently approved Rules and Regulations, is required at the time the form is submitted to the Water Works.

**BILLING PROCESS:** All customers of the Water Works will be billed at the applicable water rates as set forth in the Rates and Charges of the most recently approved Rules and Regulations, and by ordinance of the City of Evansdale for rates and charges related to sewer, garbage, and storm water. A reading is obtained by Water Works' employees two (2) weeks prior to the bill's due date. If a reading is unable to be obtained, water bills will be estimated using an average of the last twelve (12) months' consumption. After two (2) consecutive estimated readings, a verified reading is required. Water service may be discontinued until such reading is obtained.

All bills are due on the first day of the month as follows: For Section 1, in February, May, August and November; For Section 2, in March, June, September and December; And for Section 3, in April, July, October and January. Charges will cover the preceding three (3) months.

All customers with present quarterly billings of \$500.00 or more will be changed to a monthly billing procedure.

Utility bills are mailed on or before the last business day of the month prior to the billing month and are due on the 1<sup>st</sup> of the billing month.

**PAYMENT OPTIONS:** The Water Works Office accepts cash, checks, money orders, card payments, and offers automatic bank draft. Receipts are not issued unless payment is made in-person in the Water Works Office.

**Checks/Money Order Payments:** Checks and money orders are to be made payable to EVANSDALE WATER WORKS and may be placed in an envelope in the drop slot (Library Book Drop - located on the front side of Evansdale City Hall), or mailed to Evansdale Water Works, 123 North Evans Rd, Evansdale, IA 50707.

**Cash Payments: (*Please do not place cash in the drop slot.*)** Cash payments made with coins comprising \$10.00 or more, or cash payments made with one-dollar bills comprising \$25.00 or more, will incur an administrative charge of \$30.00.

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**Cash Payments, Rounding, and De Minimis Overpayments:** The United States Mint discontinued production of the one-cent penny coin on November 12, 2025. As a result, the Evansdale Water Works is unable to provide pennies as change for CASH transactions.

For CASH PAYMENTS ONLY ON ACTIVE ACCOUNTS, when the amount due results in a fraction of a dollar that cannot be returned without pennies, the total cash payment received will be rounded up to the nearest five cents (\$0.05). Any difference will be applied to the customer's account as a small overpayment credit.

For CASH PAYMENTS ONLY ON FINALED ACCOUNTS, when the amount due results in a fraction of a dollar that cannot be returned without pennies, the total cash payment received will be rounded up to the nearest five cents (\$0.05). Cash overpayments of \$0.04 or less made on a final bill are considered de minimis and non-refundable, consistent with the customer service agreement provision allowing forfeiture of remaining deposits under \$5.00.

**Credit/Debit Card Payments:** Credit/Debit card payments have a 2.95% service fee on the transaction amount, regardless of paying in our office or online.

The **ALLPAID.COM** website is mobile-friendly and can be easily used from a cell phone. ALLPAID.COM is a third-party payment center not tied to our billing software, nor do they store customers' card information. Therefore, customers must have their utility account information and credit/debit card handy when accessing the website each time.

Immediately following a card payment submitted, Water Works will receive an email notification (which is date and time stamped) and the account is considered paid at that time.

**Bank Draft Payment Agreement:** A Bank Draft Payment Agreement form must be completed and submitted to the Water Works Office along with supporting documentation of the customer's designated checking or savings account, no later than the 15<sup>th</sup> of the month prior to the customer's next billing month (forms received after the 15<sup>th</sup> will be processed for the customer's next available billing month).

Supporting documentation may be either a voided check (if the account to draft is a checking account) or official documentation from your bank that includes all the Bank Account Information on the Bank Draft Payment Plan Agreement form.

The utility bill will still be mailed out by the 1<sup>st</sup> of each of their normal billing months showing the amount due. The amount of the customer's utility bill is automatically withdrawn (ACH drafted) from the customer's designated checking or savings bank account on the 7<sup>th</sup> of the billing month. **Final bills will not be drafted.**

**RETURNED CHECKS AND ACH BANK DRAFT PAYMENTS:** A check or draft payment returned due to any reason will be subject to a returned fee as set forth in the Rates and Charges of the Rules and Regulations, and no additional attempts will be made to the returned check or draft payment. Accounts with a returned check or draft payment are considered unpaid and will be subject to late charges, collection fees, and/or disconnection, if applicable. Payment for a returned check or draft, along with the returned check/item fee, must be made using cash, money order, certified bank check, or a credit/debit card. No personal checks accepted.

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**LATE CHARGES:** All charges will be delinquent (late) after the fifteenth (15<sup>th</sup>) day of the billing month. Late charges are calculated at 10% on current water, sewer, and garbage charges.

All payments must be received in the Water Works office by 4:30 p.m. on the 15<sup>th</sup> of the billing month to avoid a penalty fee. Utility payments arriving after 4:30 p.m. will be considered late.

**ON-TIME PAYMENTS:** Payments received after 4:30 p.m. on the 15<sup>th</sup> of their billing month are considered late (this includes payments received in drop slot after 4:30 p.m. on the 15<sup>th</sup>), **EXCEPT** in the following circumstances:

- If the 15<sup>th</sup> of the billing month falls on Saturday, Sunday, or a holiday — payments are extended to the next business day at 4:30 p.m.
- Card payments received by 11:59pm (CENTRAL TIME) on the 15<sup>th</sup> of the billing month.
- Payments postmarked the 15<sup>th</sup> of the billing month or prior.
- Online checks (customers using the bill pay service through their bank) dated the 15<sup>th</sup> of the billing month or prior.

**DISCONNECT:** A Disconnect Notice will be sent out by ordinary mail no later than the 23<sup>rd</sup> of the billing month, indicating accounts due by 4:30 p.m. on the 10<sup>th</sup> of the following month. If the 10<sup>th</sup> of the month falls on a Saturday or Sunday or a holiday, payments are extended until the next business day.

A balance of \$25.00 or less (for monthly accounts-\$50.00 or less) may be carried over to the next billing and will not be subject to disconnection.

Accounts with balances of more than \$25.00 (for monthly accounts-more than \$50.00) that are not paid by the 10<sup>th</sup> of the following month will have a Collection Fee added to the account for non-payment and the water may be shut off the following business day.

In lieu of immediate shut off, a door hanger may be left the following day noting the impending shut off of water.

**PAYMENT METHODS AND EXTENSIONS:** All payments received after the 10<sup>th</sup> of the following billing month must be cash, money order, certified check, or credit/debit card; no personal checks are accepted.

Requests for a hearing for an extension of time must be received by the 8<sup>th</sup> of the following billing month.

Requests made by the 10<sup>th</sup> of the following billing month may be granted an extension of up to one week. If the account is not paid by 4:30 p.m. on the 17<sup>th</sup> of the following billing month will have a Collection Fee added to the account for non-payment and the water will be shut off the following business day.

Payment arrangements for requests of more than one week may be granted at the discretion of the Office Manager and an Arrangement Agreement will be mailed to the account holder. Failure to comply with the agreed terms may result in the collection fee added to the account for non-payment and water service disconnected.

If the shut off valve (pave box) is defective and preventing us from shutting off the water service, a 30-day Shutoff Repair Notice will be mailed to the property owner, and the pave box will be replaced at the property owner's expense. If unauthorized water usage occurs, caused by freezing, vandalism, or any action or lack of

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action on the property owner's part, the cost for service calls, emergency repairs, and the estimated value of lost water will be charged to the property owner. If repairs are not completed within 30 days, the Water Works will hire a contractor to repair the pave box and will bill the property owner.

If the shut off valve is not accessible or cannot be found, which prevents us from shutting off the water service, a 30-day Shutoff Access Notice will be mailed to the property owner. If the shut off is not accessible within the 30 days, the Water Works will hire an excavator to dig up the area to locate it, repair/replace it (if applicable), and will bill the property owner.

Once the water has been shut off for non-payment of bills, or for violation of any of the rules of the Water Works, it will not be turned on again until all arrears are paid, including any additional changes as per Exhibit A of the Evansdale Water Works Rules & Regulations for turning on the water and renewing service.

**DELINQUENT NOTICE:** Accounts that have an unpaid balance of more than \$25.00 after the 17<sup>th</sup> of the following billing month will be mailed a 30-day Delinquent Notice of the unpaid balance. If the balance is not paid within the 30 days, the unpaid balance will be turned over for collection through processes such as property tax assessment or filing a claim against state funds payable to the customer.

**FINAL BILLS:** When services cease in the customer's name, a final bill will be issued. Account holders must notify the Water Works Office of the date services are to end, on which a final meter reading is obtained, and must provide a valid forwarding address. Final bills for water, sewer, garbage, and storm water charges will be prorated using the Water Works billing software. If a deposit is on file, the deposit will be applied to the final balance. If a balance remains after the deposit has been applied, the customer will have 15 days to pay the remaining final balance.

**DELINQUENT NOTICE FOR FINAL BILLS:** Accounts that are not paid after 15 days will be mailed a 30-day Delinquent Notice of the unpaid balance. If the balance is not paid within the 30 days, the unpaid balance will be turned over for collection through processes such as property tax assessment or filing a claim against state funds payable to the customer.