



CITY OF IONA
3548 N. Main Street (208) 523-5600
Iona, Idaho 83427 cityclerk@cityofiona.org

APPLICATION FOR WATER SERVICE (Title 8, Ch. 2)

Please Check All that Apply:

- ☐ New Account ☐ Transfer Account ☐ Realtor ☐ Owner/Landlord
☐ Residential ☐ Commercial ☐ New Construction

APPLICANT INFORMATION (MUST INCLUDE A COPY OF DRIVER'S LICENSE)

Applicant's Full Name: _____
Driver's License # or Business EIN: _____ Date of Birth: _____
Primary Telephone: (____) _____ Other Telephone: (____) _____
Applicant's Email: _____ Last 4 SSN/Fed Tax ID: _____
Work Phone: (____) _____ Employer: _____

Are you the owner of the real estate at the Service Address listed below? ☐ Yes ☐ No

CO-APPLICANT INFORMATION (MUST INCLUDE A COPY OF DRIVER'S LICENSE)

☐ Co-Applicant ☐ Emergency Contact ☐ Additional Account Contact
Full Name: _____
Driver's License # or Business EIN: _____ Date of Birth: _____
Primary Telephone: (____) _____ Other Telephone: (____) _____
Applicant's Email: _____ Last 4 SSN/Fed Tax ID: _____
Work Phone: (____) _____ Employer: _____

SERVICE INFORMATION

Service Address: _____
Mailing Address: _____
Start Date: _____ Have you previously had water service from Iona: ☐ Yes ☐ No
If transferring services, what is the current service address? What date would you like to terminate your current account (1 to 2 business days)? _____

I certify (or declare) under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct. I agree with all of the Terms of Service contained on page 2.

Signature: _____	Date: _____
Co-Applicant: _____	Date: _____

OFFICE USE ONLY

Accepted by: _____ Date Received: _____

TERMS OF SERVICE

In consideration of Water Service to be provided to the Service Address listed on this application by the City of Iona (the “City”), the City and the Applicant and/or Co-Applicant named above (who are jointly liable hereunder and are referred to as “Applicant”) agree as follows:

1. Incorporation and Definitions. The Parties hereby incorporate the Iona City Code as presently enacted or hereafter amended into these Terms of Service. Unless otherwise defined herein, all capitalized terms used herein have the meaning defined in chapter 2, title 8, of the Iona City Code.

2. Applicant’s Warranty of Prerequisites. The Applicant warrants that all of the applicable consents to annexation have been provided to the City, the Water System Connection Fee has been paid, the Service Address is physically connected to the Water System, the Service Line and any Water Meter have been dedicated to and accepted by the City, and all other fees/charges/conditions specified in the Iona City Code as prerequisites for Water Service have been satisfied—any such fees/charges/conditions not heretofore completed shall be completed or paid immediately.

3. Connection and Service for One House only. The connection to the Water System and the Water Service provided to the Service Address shall serve only one single-family residence, together with any ancillary buildings or other uses associated with that residence, as allowed by applicable law.

4. Water Service, Fees, and Charges. For as long as the Service Address is provided with Water Service from the City and as a condition of such Water Service to the Service Address, Applicant specifically agrees to pay the Monthly Water Service Fee and all other fees and charges associated with Water Service as specified in the Iona City Code as now enacted or as hereafter amended. Water Service will be provided to the Service Address in accordance with the Iona City Code and any other applicable law.

4.1. Applicant agrees to observe all City ordinances and regulations related to utility service and to promptly pay all bills when presented. Service may be discontinued if the account becomes delinquent. A reconnect fee will be charged if a disconnect order is issued, regardless of whether utility service is terminated. Applicant is financially responsible for all utility charges until the account is paid and transferred to another person, regardless of whether a subsequent owner or tenant used the water services.

4.2. Any duties and benefits hereunder may not be assigned by either Party to any other person, property, building, or residence without the express written consent of the other Party.

5. Lien Authorization; Attachment; Enforcement.

5.1. In consideration for the provision of municipal water service by the City, the Applicant expressly agrees that all charges, rates, fees, penalties, interest, and costs incurred for water service provided to the real property described herein at the Service Address provided above shall constitute a contractual obligation of the Applicant and, in addition, a lien against the real property of the Service Address. This

lien shall arise by written agreement and shall attach to the real property at the Service Address as of the date such charges become delinquent.

5.2. The lien created hereunder is a consensual, contractual lien running with the land, intended to secure payment for utility services furnished to the Service Address, and is independent of any statutory lien authority. The lien shall encumber the Applicant’s fee interest in the real property of the Service Address and shall include all unpaid water service charges, together with applicable late fees, administrative costs, recording fees, and reasonable attorney fees incurred in collection.

5.3. The City may, upon delinquency and after providing written notice to the Applicant at the address on file, record a Notice of Lien in the office of the county recorder in the county where the Property is located. Upon recording, the lien may be enforced in the same manner as other contractual liens under Idaho law, including foreclosure or other judicial collection proceedings.

5.4. This lien provision is entered into voluntarily and is intended to provide a definite and enforceable mechanism for securing payment for water services, consistent with the City’s authority to operate and collect charges for municipal utilities under Idaho Code §§ 50-301, 50-323, and 50-1030. The Applicant acknowledges and agrees that this provision clearly defines (a) the basis for the lien, (b) the charges secured, (c) the property subject to the lien, and (d) the method of enforcement.

6. Collection and Communication. You agree that the City or any company affiliated with the City, including a collection agency hired by the City, may use various dialing and communication methods to contact using the contact information provided above, including, but not limited to dialing or texting your wireless telephone number.

7. General Provisions.

7.1. Waiver. Failure of either Party to require performance of any provision hereunder shall not affect either Party’s right to require full performance thereof at any time thereafter and the waiver by either party of a breach of any provisions hereof shall not constitute a waiver of a similar breach in the future or of any other breach or nullify the effectiveness of such provision.

7.2. Severability. If any provision hereof or any portion of any provision hereof is determined to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability may not alter the remaining portion of such provision, or any other provision hereof, as each provision hereof is deemed severable from all other provisions hereof.



The City of Iona

3548 North Main Street, Iona, ID 83427
Phone: (208)-523-5600 Fax: (208)-535-0087
E-mail: cityclerk@cityofiona.org

INSTRUCTIONS FOR SUBMITTING THE APPLICATION FOR WATER SERVICE

To establish a water services account with the City of Iona, the following items are required:

1. Signed and completed application
2. Copy of lease or tenant agreement, if renting.
3. Copy of driver's license of each person named on the account.

**WATER DEPARTMENT
CUSTOMER SERVICE HOURS:
MONDAY – THURSDAY 9:00 AM TO 5:00 PM**