

**AN ORDINANCE CONCERNING UTILITY DEPOSITS AND
THE TERMINATION OF UTILITY SERVICES**

ORDINANCE NO. 0408-2019-1

Part 1: Definitions

1. (City) shall mean the City of Shawneetown, Illinois.
2. (Board) shall mean the Board of Trustees of the City of Shawneetown.
3. (Clerk) shall mean the Clerk of the City Board.
4. (Utilities) shall mean any and all equipment, facilities, lines, or distribution plants owned or operated by the City for the handling and furnishing of refined water and/or gas to City customers.
5. (Structure) shall include any dwelling, building or part of the building which contains facilities for the use of utilities supplied by the City.
6. (Customer) shall mean any person, owner or occupant using any structure connected to using utility services.
7. (Collector) shall mean any and all regularly employed office personnel employed by the City of Shawneetown, Illinois.
8. (Owner) shall include and mean any person or persons, including corporations, that hold title to any property receiving utility services supplied by the City in the form of a fee simple estate and/or recorded owners of record of the property receiving the service.
9. (Renter) shall include and mean any person in actual possession of a premise, dwelling or building, or mobile home, receiving utility services supplied by the City of Shawneetown who do not have actual title to the building or dwelling or are under some arrangement or agreement for the rental of the property. For the purpose of this Ordinance, "Renter" shall include those persons in possession of the premises under a contract for deed.
10. (Attorney) shall mean the duly appointed and constituted attorney for the City of Shawneetown, Illinois.

Part II: Utility Deposits

SECTION 1: Application – Those persons or person desiring utility service from the City must make applications at the City Office, N. Lincoln Boulevard, Shawneetown, Illinois. Renters or owners applying for utility service must provide the name and address of the owner of the building. The Collector of the City will cause a copy of this Ordinance to be supplied to the renter and the owner. No application for utility services by a renter or owner will be accepted until and unless the owner of said structure consents to utility service being supplied to that location. Further, the Collector shall notify renters and owners that they are jointly and severally liable for all utility services supplied to the location. The owner and the renter shall sign the acknowledgement identified as Exhibit “A” to this Ordinance and entitled, “Acknowledgement, Contract and Receipt of the Ordinance Number 0408-2019-1” before utility services shall commence.

SECTION 2: Business Locations – The owner or renter of any new business receiving utility service from the City shall deposit the sum of \$225.00 for gas and \$150.00 for water and sewer in the City Office as a security for utility services. This deposit may be waived by the Superintendent of the utility services for and until the next scheduled meeting of the Board of Trustees. Any business owner or renter applying for said waiver shall appear at said Board meeting, request said waiver and state the reasons therefore. The Board thereafter, in its discretion, may by majority vote, approve a waiver for said business. In the event the Board denies said waiver, the utility deposit shall be due within three (3) business days.

1. Utility deposits may be and shall be returned to the owner or renter if the person making the deposit has paid his bills in full. This return of deposit shall be made upon application by the person depositing the monies to secure utility services. The City Collector shall notify those persons eligible for a refund within seven (7) days of said eligibility.
2. No part of this Section of the Ordinance shall apply to municipal organizations, churches or schools.
3. Amounts held as deposits for businesses shall be returned to the persons applying such deposits in the event that the business wishes utility services terminated. This return of utility deposits shall be made only if the utility service bill has been paid in full. Amounts held on deposit may be applied by the City to past due utility services. After said application, monies due the business, if any, shall be immediately returned.

SECTION 3: Residential Property – Is that property such as homes, apartments, mobile homes, permanent structures and trailers that are used primarily for residential purposes.

1. Owner occupied – a utility deposit for gas, water and sewer will be required for those properties wherein the owner is actually residing and dwelling within the property.
2. Renter – persons renting property for the purposes of residing therein shall pay a utility deposit in the amount of \$225.00 for gas and \$150.00 for water and sewer. This

deposit shall be returned to the renter after a period of twelve (12) monthly payments have been made to the City in full, each and every month, for utility services provided. This return of utility deposits shall be made by the City upon application by the renter. All monies deposited by renters for utility services may be applied by the City for past due utility services. All monies not applied shall be returned to the renter in any event at the time that the renter requests utility services be terminated. A notice of said return of deposit shall be supplied to the owner. As previously indicated in Section One, the owner and/or renter shall remain jointly and/or severally liable for utility services. Attachment "A" shall be signed by owner and renter.

SECTION 4: Transfer – No part of any funds deposited by utility services by a customer may be assigned. However, the renter or owner may request that the City transfer the monies held by utility deposit and apply said monies to a new location within the City at the customer's request.

PART III: Termination of Utility Services

SECTION 1: Policy – It is the policy of the Board of Trustees of the City of Shawneetown, in conformance with the Statutes and applicable case law, the utility services provided to a structure are provided to that location. Therefore, the owner of the premises and any and all renters of the premises are jointly and severally liable for all utility bills and services supplied to the residence or business. In the event of nonpayment of utility services, the City may, at its option, proceed against the owner or the renter of the structure, jointly or severally, to collect utility bills for services that have not been paid.

SECTION 2: Remedies – Termination of utility services shall be considered an addition to and not to the exclusion of any other legal remedy or collection process. In the event that utility services have not been paid for a period of 30 days following the termination of said services, the City attorney shall file a complaint in the appropriate court seeking relief for the City concerning utility services. All notices of termination, delinquency, and notice of filing a lawsuit shall be mailed to all owners of record of the property and shall be mailed to the customer receiving the services. This shall be in addition to legal process service.

SECTION 3: Protest – Upon receipt of the notice of termination, the customer, renter, or owner receiving the notice of termination may protest such termination to the Board of Trustees of the City of Shawneetown. Said protest shall be made within three (3) days of receipt of the notice of termination. Said protest must be in writing and directed to the Mayor and Board of Trustees of the City of Shawneetown. In the event, utility termination will not be accomplished until the Board of Trustees meets at their next meeting and holds a hearing for the customer and considers the evidence or arguments of the customer. The Board of Trustees may grant the relief requested by the customer or the Board of Trustees may order immediate termination of the utility services. The Board may also in its option, allow the customer to execute a contract for payment of past due services with the City attorney and stay termination only so long as the contract is not breached. In the event of breach, the City shall terminate utility services within 2 business days of said breach.

PART IV: Applicability

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed, and this Ordinance shall take effect and be in full force and effect upon its passage, approval, and publication as provided by law. In addition, this Ordinance will follow and adhere to all state statutes and regulations concerning termination of utility services. In the event that the temperature does not allow for termination of utility services, the City will not terminate utility services until such time as the temperature allows for same.



President of the Board of Trustees
of the City of Shawneetown



Clerk

APPENDIX "A"
WATER AND GAS APPLICATION
(CONTRACT AND RECEIPT)

NOW COMES the City of Shawneetown and _____
(Owner) and _____ (Renter) of the premises located at _____
Shawneetown, Illinois,
and in consideration of the mutual promises as set forth below mutually agree as follows:

1. The City of Shawneetown shall supply utility services to the premises located at _____
Shawneetown, Illinois according to the terms of
Ordinance Number 0408-2019-1
2. Ordinance Number 0513-2019 is incorporated by reference herein, as if same were
fully set forth herein.
3. Renter and/or Owner acknowledge receipt of Ordinance Number 0408-2019-1 and agree
to abide by the terms thereof; understand the contents thereof; and shall receive utility
services as long as the terms and conditions of said Ordinance have been fully
complied with.
4. The City acknowledges receipt of the sum of _____ for a gas deposit and
_____ for a water deposit from _____
concerning the premises.
5. The Owner and Renter understand that they are mutually and severally liable for the
costs of providing utility services to the premises and in the event of default, the City
may terminate services and proceed in court to collect the cost of service from the
Owner or the Renter, or both individually and severally.
6. That in the event it becomes necessary for the City to prosecute an action in court to
collect past due utility bills, the Owner and/or the Renter shall be liable for all
attorney fees and costs in addition to any other liability, and the court shall award said
costs and attorney fees to the successful plaintiff City.

DATE: _____

CITY OF SHAWNEETOWN, ILLINOIS

RENTER

OWNER