



City of Bellmead City Council Meeting Agenda

Tuesday, March 10, 2026

6:30 PM

Council Chambers, 3015 Bellmead Dr.

Call Meeting To Order

Invocation

Pastor Duane Hoxworth with Connect Church

Pledge Of Allegiance

Citizen Comments

This time is for citizens to address the City Council on issues and items of concern that are not on this agenda. Citizens will have a comment time on any requested agenda item. There will be no City Council discussion or action at this time, and there is a time limit of three (3) minutes per person.

Personal attacks on the Council or Staff will not be tolerated. Doing so will forfeit your remaining time. Persons engaged in disruptive behavior will be escorted from the meeting.

Council & City Manager Reports

- 6th Annual Dog Days Event – Saturday, April 25, 2026, from 12 PM – 4 PM @ Lions Park (Civic Center)
- Dispatch Remodel/Overall Update/Operational Hours
- Update on Wheeler/Pecan Streets
- March 26, 2026, @ 4:00 PM – Wheeler/Pecan Meet and Greet
- Civic Center Remodel – Bridal room, Kitchen, Bathrooms

Proclamations (PC)/Presentation (PR)

1. **PR-2026-03** Texas Police Chiefs Association (TPCA) Accreditation Representative Larry Adams, Chief of Police for Robinson, will present the Bellmead Police Department with an award recognizing its designation as an Accredited Law Enforcement Agency through the Texas Police Chiefs Association Law Enforcement Accreditation Program on January 8, 2026.
2. **PR-2026-04** Presentation on projects currently underway as part of the Public Works Capital Improvement Program. These projects represent coordinated



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investments across multiple funding sources and are focused on asset renewal, system reliability, and infrastructure sustainability.

3. **PR-2026-05** Presentation of GFOA Distinguished Budget Presentation Award for FY 2026.

Consent Agenda

4. **MN-2026-03** Consider Minutes of the Regular City Council Meeting of February 10, 2026.
5. **RS-2026-007** Consider a memorandum/resolution declaring an unopposed candidate for Precinct 3 and Precinct 4 in the May 2, 2026, General Election elected to office and canceling the election for Precinct 3 and Precinct 4.
6. **RS-2026-009** Consider a memorandum/resolution authorizing the expenditure of \$78,000.00 for the purchase of the Axon Taser 7 package for the Police Department and authorizing the City Manager to execute all documents related thereto on behalf of the City of Bellmead.
7. **RS-2026-011** Consider a memorandum/resolution authorizing the City Manager to enter an interlocal agreement for Household Hazardous Waste Collection with the City of Waco and to execute all documents related thereto on behalf of the City of Bellmead.

Regular Agenda

Resolutions

8. **RS-2026-008** Consider a memorandum/resolution accepting the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.
9. **RS-2026-010** Consider a memorandum/resolution nominating a member to the McLennan County 9-1-1 Emergency Assistance District Board of Managers and authorizing the City Manager to execute all related documents.



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Ordinances

- 10. OR-2026-01** Consider a memorandum/ordinance adding Section 22-14 to Article 22 of the Code of Ordinances establishing an Identity Theft Prevention Program ("Program") under the Federal Trade Commission's Red Flags Rule (16 CFR Part 681). **Third and Final Reading**
- 11. PH-2026-02** **Hold** a public hearing regarding an ordinance amending the code of Ordinances, Appendix A-Zoning, to remove restrictions on front yard carports in R-1, R-1A, and R-2 zoning districts.
- 12. OR-2026-02** Consider a memorandum/ordinance amending the zoning ordinance that would remove the prohibition of carports in front yards of R-1, R1-A and R-2 zone properties and add appropriate development standards for new construction. **First and Second Reading**
- 13. OR-2026-03** Consider an ordinance/memorandum authorizing the establishment of an ordinance governing vehicle towing and impoundment to ensure clear standards, public protection, transparency, and fair practices. **First and Second Reading**
- 14. OR-2026-04** Consider an ordinance amending the Master Fee Schedule attached as Exhibit "A" for the City of Bellmead Code of Ordinance, Appendix B; Repealing all ordinances or parts of ordinances in conflict herewith, providing for severability, providing for inclusion in the code; and providing for an effective date. **First and Second Reading**

Adjournment

Certification

I certify that the above notice of meeting was posted on the Internet and the bulletin board at Bellmead City Hall on or before 5:00 p.m. on **March 05, 2026**. This notice will remain posted continuously for at least 3 business days before the scheduled date of said meeting in accordance with Chapter 551.043 of the Texas Government Code.

Shannon Garcia
City Secretary



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In compliance with the Americans with Disabilities Act, the City of Bellmead will provide reasonable accommodations for persons attending and/or participating in this City Council Meeting. To better serve you, the request must be made at least 24 hours prior to the meeting. Contact the City of Bellmead at (254) 799-2436 or by fax at (254) 799-5969. The City Hall building is wheelchair accessible, with parking available at the front and east side of the building.

Notice of Meetings

The Mayor and/or City Council have been invited to attend and/or participate in the following meetings/conferences/events. Although a quorum of the members of the City Council may or may not be available to attend this meeting, this notice is being posted to meet the requirements of the Texas Open Meetings Act and subsequent opinions of the Texas Attorney General's Office. No official action will be taken by the Council.

- **March 26, 2026, @ 4:00 PM – Wheeler/Pecan Meet and Greet.**
- **6th Annual Dog Days Event – Saturday, April 25, 2026, from 12 PM – 4 PM @ Lions Park (Civic Center)**

Notice of Potential Quorum

A Quorum of The Bellmead Economic Development Corporation Board Members May be Present.

6th ANNUAL

DOG DAYS EVENT!

HOSTED BY



**Bellmead
ANIMAL &
CONTROL**

CITY OF BELLMEAD TEXAS



The
**HUMANE
SOCIETY**
OF Central Texas

**FREE
MICROCHIPPING**

**LOW-COST
VACCINES**

**LIONS PARK
(CIVIC CENTER)**

APRIL 25TH • 12PM - 4PM

**BOUNCE HOUSE
FOR THE KIDS**

**VENDORS
& MORE!**

EDUCATION • PET

OF FUN!

VENDORS WANTED!

Booth Cost: \$20 - Please provide your
own table, chairs, tent, etc.

Electricity +\$25 (Electricity is limited)

Email: ACO Miranda at
MHollingsworth@bellmeadtx.gov

254-424-8455

• EMAIL OR CALL TO SIGN UP! •



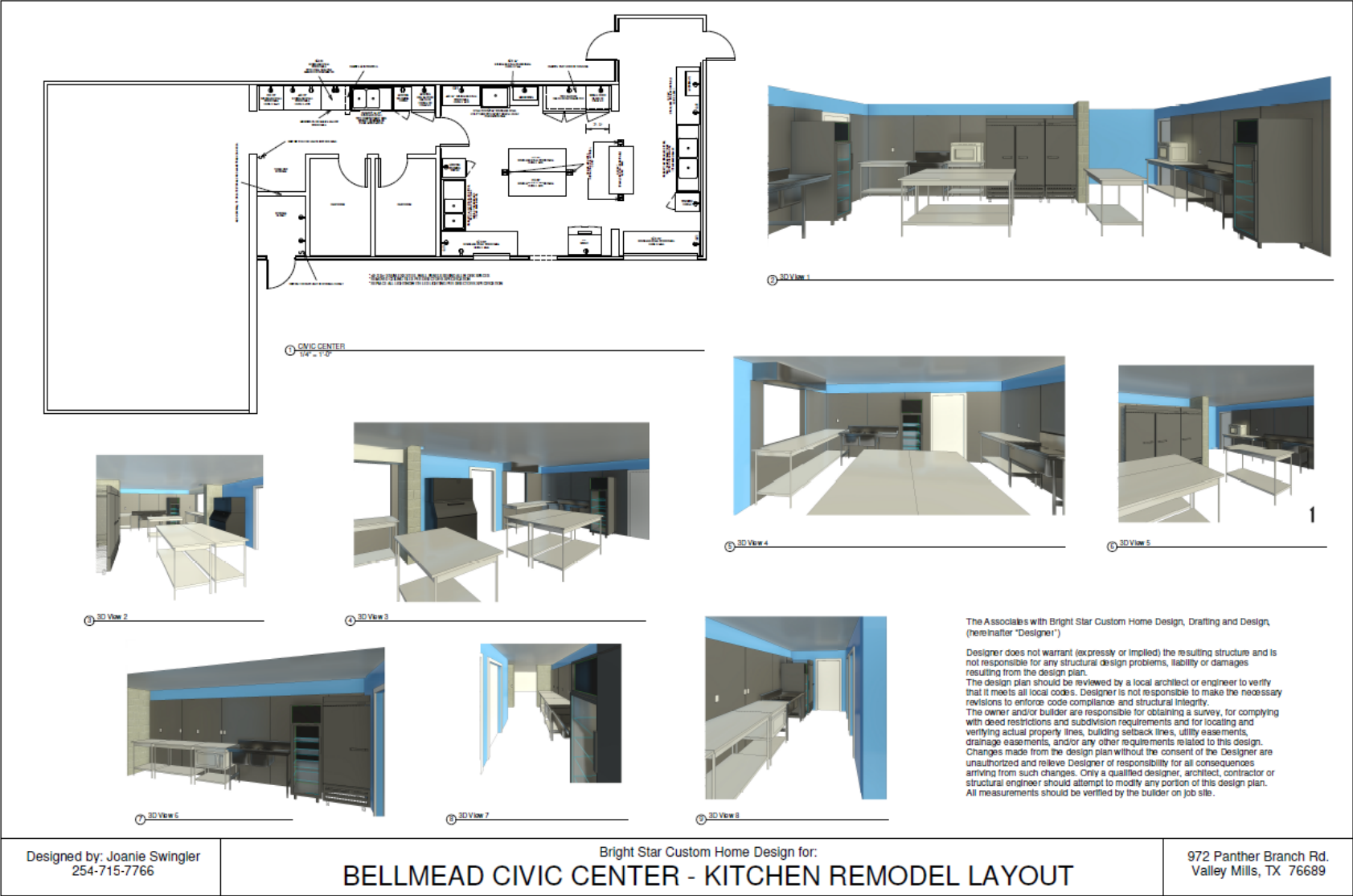
Our Bellmead Civic Center was constructed in 1969, opening its doors to the citizens of Bellmead as the Bellmead Community Center in 1970. It has served as home to Bellmead Municipal Court, Bellmead Chamber of Commerce, Bellmead Lions Club, Bellmead Library, McLennan County Junior College Adult Education and Child Care Center, Bellmead Senior Citizens Center, Bellmead Municipal Swimming Pool and many cherished, long-time customers and family traditions.

The Civic Center has received some updates over the years with a major remodel occurring in 2006; however, that remodel left some areas untouched.

After two decades, it is time for another update

Planning Stages

Months of discussions went into planning the remodel





All color choices were carefully selected to coordinate and build upon the existing wall tile color in the lobby bathrooms

Kitchens



The kitchen was not included in the 2006 remodel and had only received minor updates since it was installed in 1969. Guests would call the space “adequate” and a “nice feature to have” but it was memorable for the wrong reasons. Counters and cabinets were peeling. A sink was unusable and collapsed drains flooded the floor. Wall plugs regularly popped breakers.





A drain had collapsed within the floor, resulting in one of the sinks becoming unusable. That line was terminated and a new line was installed.



The floor drain was moved to the center of the room to make clean-up more efficient.

Changes include new ceiling tiles and LED light panels with updated and expanded electrical access to meet all of our guests' catering needs. Walls are now covered in FRP panels, modernizing the space and providing a clean appearance.





The “Senior Room” kitchenette was dark, with unusable and odd remnants of past uses. Electrical outlets had to be used sparingly with breakers continually needing to be re-set to accommodate renter and guests’ needs.



The wing wall has been removed, expanding the usable kitchen space



The wall paper was removed with the wall receiving new texture and paint. The side entrance hall was closed off to create a trash nook on the venue side. Additional electrical was added and brought up to current standards.

Like the rest of the facility, the venue floors were updated as well



This space is receiving the same lighting, FRP panels and stainless work stations as the main kitchen.





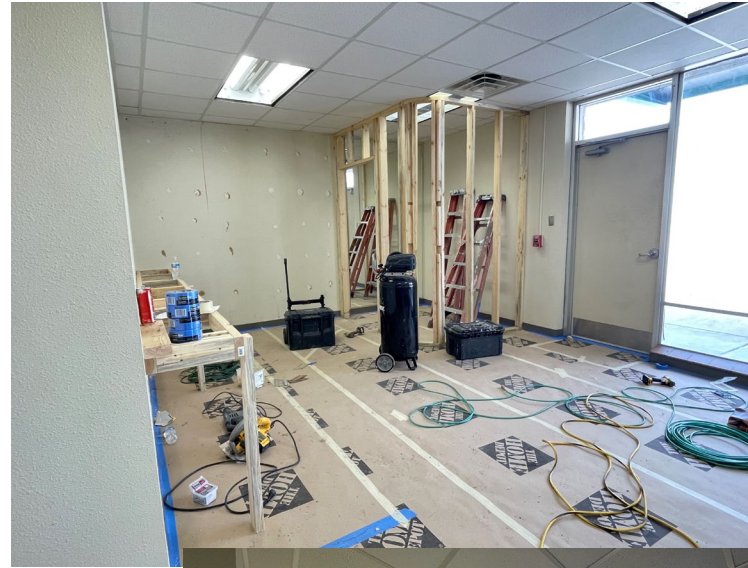
Existing appliances will be repurposed in the kitchens to create three individual spaces dedicated to each of the three event venues.

New appliances include a two-door commercial refrigerator, ice machine and freezer. Catering quality stainless-steel sinks and work stations will complete the updated kitchen spaces.



Bridal Lounge

With limited privacy, electrical outlets and seating, the Bridal Room was once a single dressing area for changing clothes.



It is well on its way to becoming the Bridal Lounge, where Bridal Parties, Quinceañera Courts and others can relax and prepare for their big day!

Lobby Bathrooms



The 2006 counter in the women's lobby restroom had chipped and become discolored. It was replaced with a modern quartz countertop and modern sinks with adjusted spacing, allowing more comfortable simultaneous use.

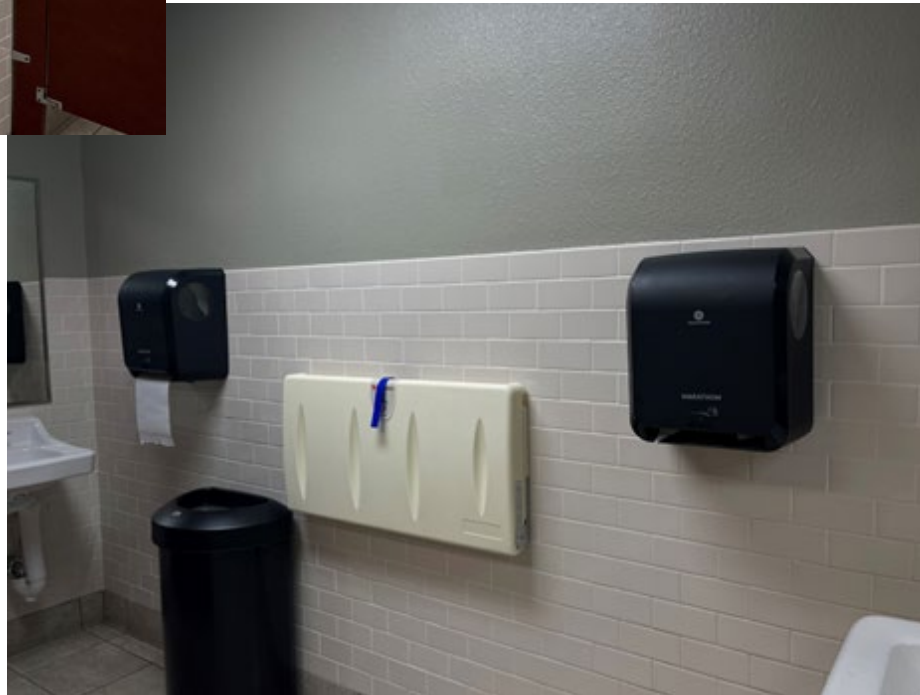


New, ADA compliant, faucets, a baby changing station and modern, touch-free trash can were also installed.





Both restrooms received new paint with the men's restroom also receiving a baby changing station and a touch-free trash can.





During the 2006 remodel, the entrance to the lobby restrooms had been “wallpapered” with carpet. Over the last two decades, this surface had been damaged with bodily fluids, holding unpleasant smells and residues



That carpet has been fully removed, the wall surface floated with drywall compound and textured. It has received the new tri-color paint scheme being implemented throughout the building.



Expanded Scope

As often happens with these types of projects, the scope expanded



The corridor and hallway had peeling wallpaper and out of date wainscoting. The flooring was also outdated. It has all been removed...



Patio entry
hall



...and the walls have received a modern “knockdown” texture with new paint. New floors and cove base moulding have also been installed. Painting of the remaining brick will be included in a future project as time and budget allows



The odd, side hallway
entrance to the Senior Room
has been enclosed, creating
much needed janitorial
storage



Main corridor



The lobby is also getting a refresh with our modern tri-color paint scheme.



Like the rest of the facility, the Auditorium has received new floors and cove base

Due to the wall height, we are unable to fully paint the Auditorium, but have given it a little update by removing the existing (painted) wallpaper, then texturing and painting the wainscoting. Painting the doors will be next on our list.



One of the storage room floors had suffered significant termite and rot damage. Maintenance staff expertly made repairs and resurfaced it using tiles left from the 2006 remodel.



The entry flower bed and flag poles are also getting an update. Over grown bushes have been removed with new plantings planned for later this spring. The leaning flag pole will also be addressed within the month of March.

As time and budget allows...



If time and budget allow, we will also be addressing the remaining wallpaper in the Lions and Senior Rooms as well as the outdated partition color in the lobby restrooms...

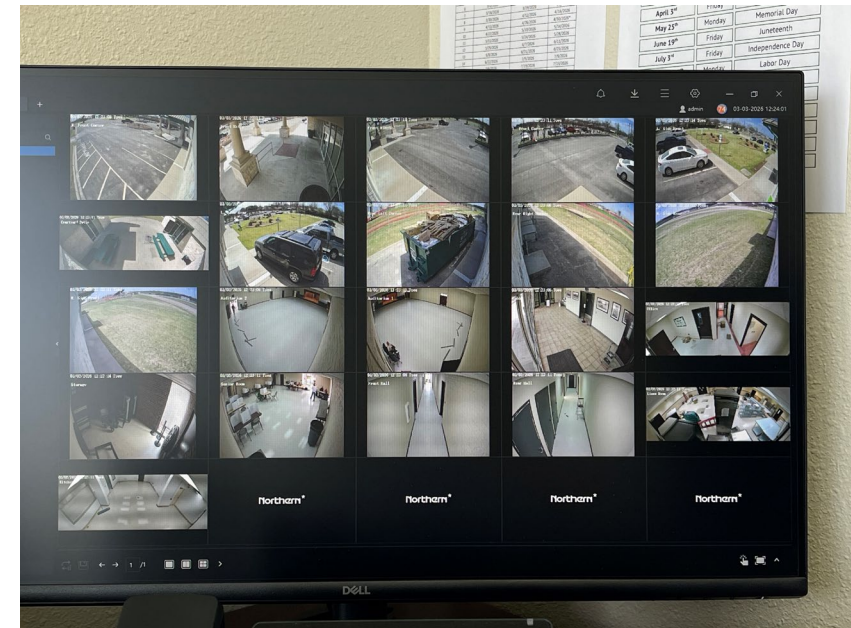


...and will be installing bollards beside the back gate to prevent further use of it as a drive into and out of the high school property and sports facilities.

Additional Completions



The security cameras have all been installed and are fully operational.







Regular 01/13/2026

Item # 1

CC/PR 2026-03

CITY COUNCIL MEMORANDUM

Prepared By: Correy Harrison

Approval: Yousry Zakhary

Bellmead Police Department Receives “Accredited Law Enforcement Agency” Award

DESCRIPTION:

Texas Police Chiefs Association (TPCA) Accreditation Representative Larry Adams, Chief of Police for Robinson, will present the Bellmead Police Department with an award recognizing its designation as an Accredited Law Enforcement Agency through the Texas Police Chiefs Association Law Enforcement Accreditation Program on January 8, 2026.

BACKGROUND:

On January 8, 2026, the Bellmead Police Department was awarded Accredited Law Enforcement Agency status by the Texas Police Chiefs Association Law Enforcement Accreditation Program. Established in 2006, the program evaluates compliance with 173 Best Business Practices designed to ensure effective law enforcement operations while protecting individual rights.

Beginning in May 2025, the Department completed a comprehensive self-review of policies, procedures, facilities, and operations, followed by an on-site audit conducted by trained law enforcement experts. The final review was submitted to the TPCA Accreditation Committee, which granted accreditation on January 8, 2026. This independent evaluation confirms the Department's adherence to current professional standards and reinforces public confidence in its operations.

ATTACHMENT(S):

TPCA Congratulations Letter
TPCA Media Release



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501 (c)(3) organization

P.O. Box 1030

Elgin, Texas 78621

Phone: 512-281-5400 1-877-7 POLICE • Fax: 512-281-2240

E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief Myatt,

On behalf of the Texas Police Chiefs Association Foundation, I want to officially notify you that the Bellmead Police Department achieved "Accreditation Status" for compliance with the Texas Law Enforcement Accreditation Program.

As you know, the accreditation process is extensive and challenging. The BPD is commended for the commitment and professional dedication made toward this success. This outstanding achievement is one that every agency employee and your community members can proudly accept, knowing your Agency has met Texas' Gold Standard in Law Enforcement Accreditation.

We will be in contact with you in the near future to schedule a local public opportunity for acknowledging the Agency's "Accreditation Award" so that your citizens and community leaders can fully appreciate this professional accomplishment.

During the 2026 TPCA Annual Conference, your peers will recognize your Agency. The award ceremony will be held during the Awards and Accreditation Luncheon, which is generally held on Wednesday.

Again, please accept my sincere "Congratulations" on an exceptional job!

Respectfully,

Steve Stanford

Steve Stanford, Chairman
TPCAF Accreditation Committee

Bellmead Police Department

**Press Release
March 10, 2026**

Bellmead Police Department Receives “Accredited Law Enforcement Agency” from the Texas Law Enforcement Accreditation Program

On January 8, 2026, the Bellmead Police Department received the award of *Accredited Law Enforcement Agency* from the Texas Police Chiefs Association Law Enforcement Accreditation Program. Begun in 2006, the Accreditation Program evaluates a law enforcement agency’s compliance with 173 Best Business Practices for Texas Law Enforcement. These standards were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual’s rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of rights, vehicle pursuits, property and evidence management, and patrol and investigative operations, just to name a few.

This voluntary process required the Bellmead Police Department to conduct a critical self-review of the agency’s policies, procedures, facilities and operations. Beginning in May of 2025, the department began the lengthy process to become an “Accredited” Law Enforcement Agency” by preparing proofs of compliance for each of the Texas Law Enforcement Best Business Practices. Upon completion of the internal review, an outside audit and review were requested. This final on-site review took place on December 11, 2026. The on-site review is conducted by trained Police Experts from other areas of our state. The result of this review was then sent to the Texas Police Chiefs Association’s Accreditation Committee for final analysis and decision to award “Accredited” status.

On January 8, 2026, the department was notified that it had been awarded the coveted “Accredited Law Enforcement Agency” award. The Bellmead Police Department has always considered itself to be one of the best in the state. This process provided for an independent review of the department’s operations and should assure the citizens of Bellmead that its Police Department is conforming to the current state of the art in law enforcement.

The actual presentation of the award will take place at Bellmead City Hall March 10, 2026. The department will also be recognized at the Texas Police Chiefs Association annual conference in April.

More information a description of the program may be viewed on the Texas Police Chiefs Association website at <http://www.texaspolicechiefs.org>.

Chief Shawn Myatt will be available for telephone or video interviews or comments. Please contact Chief Shawn Myatt office at 254-799-0251.



Regular 3/10/2026
Item # 2
CC/PR 2026-04

CITY COUNCIL MEMORANDUM

Prepared By: Jim Reed

Approval: Yousry Zakhary

Public Works Projects Updates

DESCRIPTION:

Presentation on projects currently underway as part of the Public Works Capital Improvement Program. These projects represent coordinated investments across multiple funding sources and are focused on asset renewal, system reliability, and infrastructure sustainability.

BACKGROUND:

Several high-impact asset renewal projects are currently under contract and progressing through various phases of implementation. Staff is actively monitoring targeted timelines and coordinating with third-party contractors to maintain schedule performance and minimize service disruptions. These efforts are intended to preserve infrastructure condition and support long-term operational efficiency.

ATTACHMENT(S):

PowerPoint presentation

Public Works Projects Status

City Council Meeting - March 10, 2026

Presented by Jim Reed, Director of Public Works



Active Construction Projects

Nearing Construction Completion

- WMARRS North Interceptor - Phase 1a

On-going Active Construction

- WMARRS North Interceptor - Phase 1b
- WMARRS North Interceptor - Phase 1c
- Brame Park Improvements

Current Design Projects

Bidding Soon

- New Public Works Building
- Wheeler Reconstruction Project
- Pecan Reconstruction Project (Phase 1)
- Pecan Reconstruction Project (Phase 2)

Still Under Review

- Citywide Preservation (Microsurfacing)
- Downtown Redevelopment
- LP 340 Demonstration Grant - MPO Six to Fix
- MPO SS4A Sign Inventory Grant

WMARRS North Interceptor

Phase 1a

Contractor: Lupe Rubio Construction Company

Project Engineer: Walker Partners - Kyle Schulze, PE

Final Total Construction Costs \$2,756,318.41

\$748,340.45 Bellmead's portion (27.15%) + Final Audit of Costs

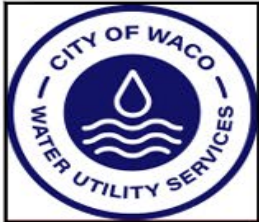
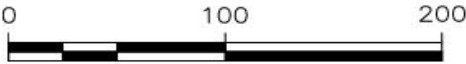
Contract Completion Delayed (160 Calendar Days)

Status: Project is complete. Installed new 30- & 36-inch wastewater line, three manholes, highway bore and casing, bypass system, abandoned old line, and completed road repairs.

Next Steps: Final change order approved January 20, 2026. Stakeholders will complete an audit to reconcile final costs.

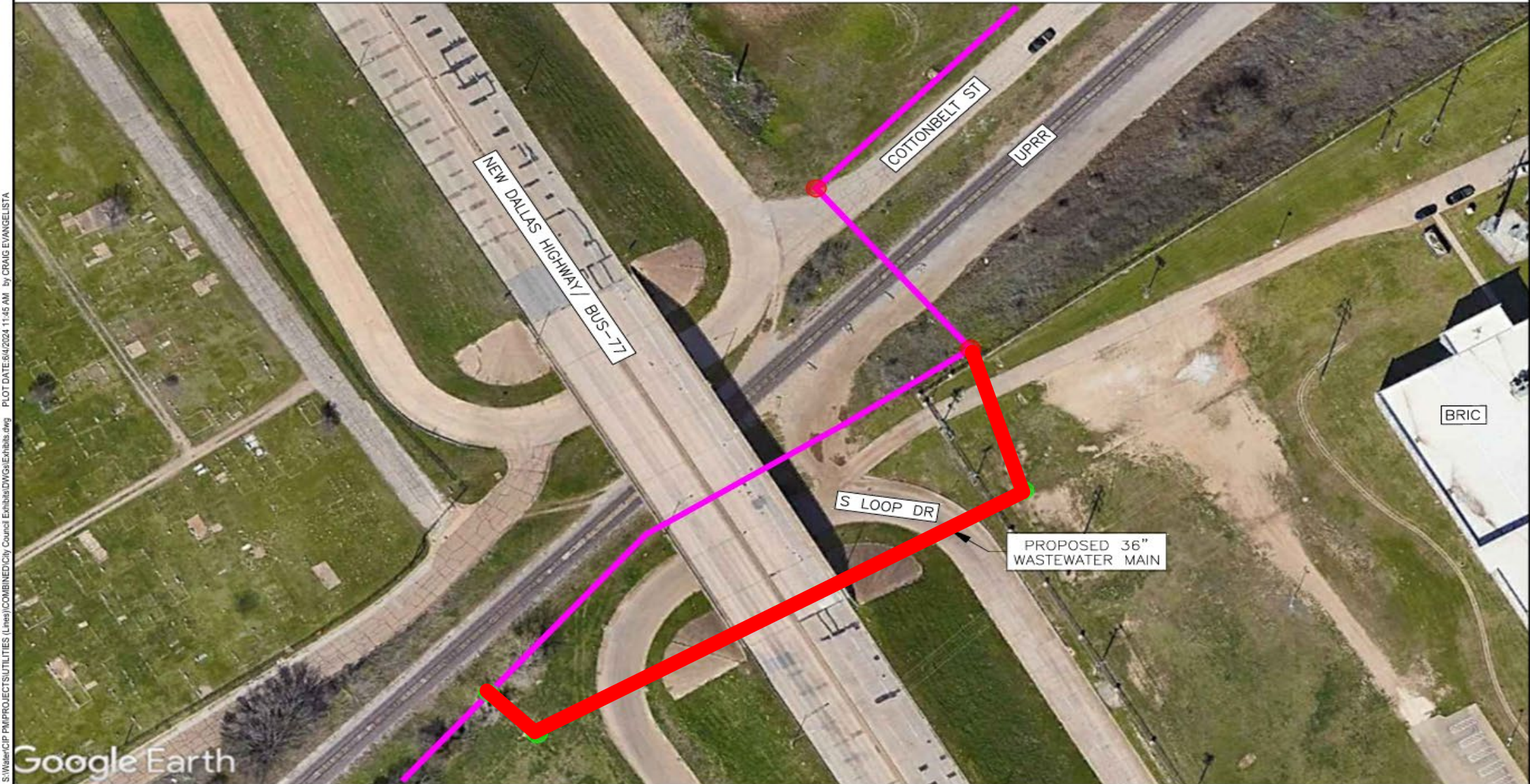
Completion Date Pending Audit of Final Costs

NORTH INTERCEPTOR PHASE 1A



LEGEND

- EXIST SANITARY SEWER MAIN
- EXIST SANITARY SEWER MANHOLES
- NEW SANITARY SEWER MAIN
- NEW SANITARY SEWER MANHOLES



WMARRS North Interceptor Phase 1b

Contractor: Mountain Cascade of Texas

Project Engineer: Walker Partners - Kyle Schulze, PE

Current Construction Amount \$10,199,780.69

\$3,410,924.16 Bellmead's portion (27.15%)

NTP Issued February 17, 2025

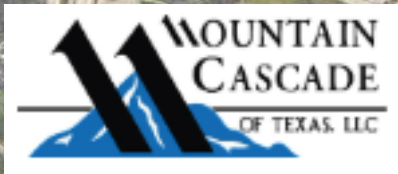
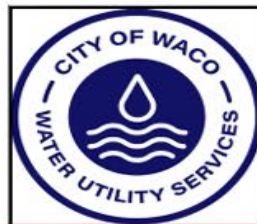
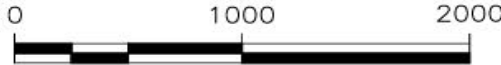
Working Days: 360 calendar days

Status 75% complete. Replaced a section of the North Interceptor Sewer Line serving southeast Bellmead and North Waco.

Next Steps: Clear the railroad crossing and repair the water line. Commence with final paving.

Estimated Completion Date May 2026

NORTH INTERCEPTOR WASTEWATER IMPROVEMENTS
PHASE 1(B)



LEGEND

- PROPOSED SEWER LINE ALIGNMENT
- RAILROAD CROSSING
- RAILROAD ENCROACHMENT



S:\Water\CIIP PM\PROJECTS\Utilities (Lines)\COMBINED\City Council Exhibits\DWG\Exhibits.dwg PLOT DATE:11/22/2024 1:43 PM by CRAIG EVANGELISTA

WMARRS North Interceptor Phase 1c

Contractor: Cash Construction Company

Project Engineer: Walker Partners - Kyle Schulze, PE

Current Construction Amount \$10,259,132.80

\$3,689,295.20 Bellmead's portion (27.15%)

NTP Issued August 4, 2025

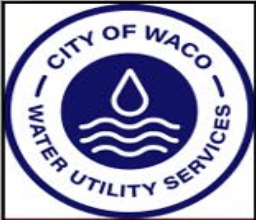
Working Days = 450 calendar days

Status: 60% complete. Replaced a major section of the North Interceptor Sewer Line serving southeast Bellmead and North Waco.

Next Steps: Extend the line to Hwy 84 and adjust construction to resolve conflicts with the railroad and Atmos.

Estimated Completion Date October 2026

NORTH INTERCEPTOR WASTEWATER IMPROVEMENTS
PHASE 1(C)



LEGEND

PROPOSED
SEWER LINE
ALIGNMENT

REVISION 1



Brame Park Improvements

Contractor: HCS Commercial - Terri Haskell, PM

Project Engineer: Covey Planning & Landscape - Tyler Richburg, PLA

Bid Amount \$405,897

NTP Issued January 12, 2026

Working Days 120 Calendar Days (4 months)

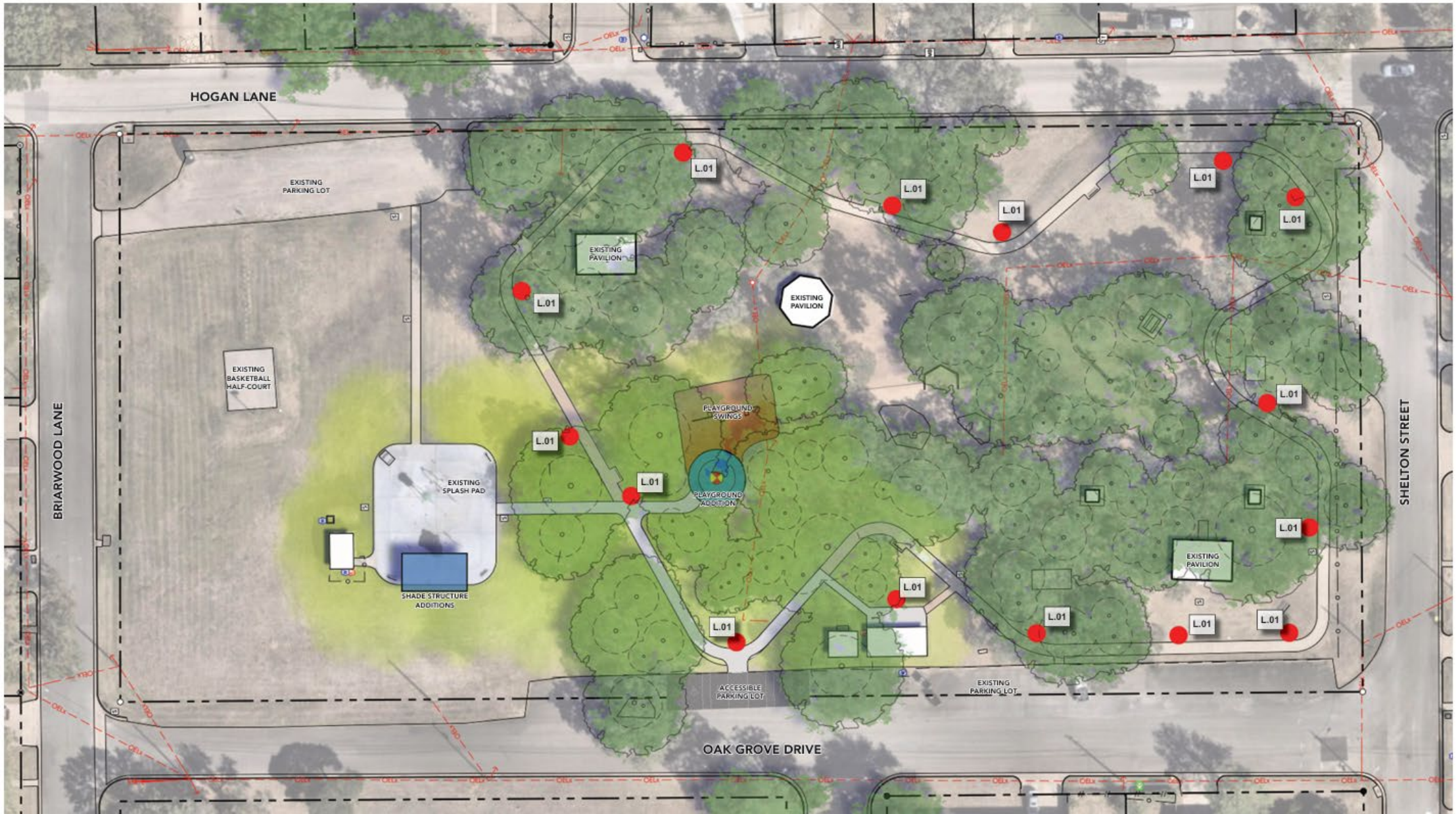
Progress to Date: Mobilized, surveyed, SWPPP in place. Demo started Jan. 19. Site prep underway.

Next Steps: Sidewalks, paving, striping, signs, curb stops, electrical sleeves, and conduit layout. Light pole drilling begins after hardware delivery.

Estimated Completion Date May 2026



HCS
Inc.
General Contractor



PEDESTRIAN LIGHT



ARM MOUNT



Duggar Public Works Building

Contractor: TBD

Nisbet Architecture, LLC

Estimated Construction Costs Amount \$1,000,000

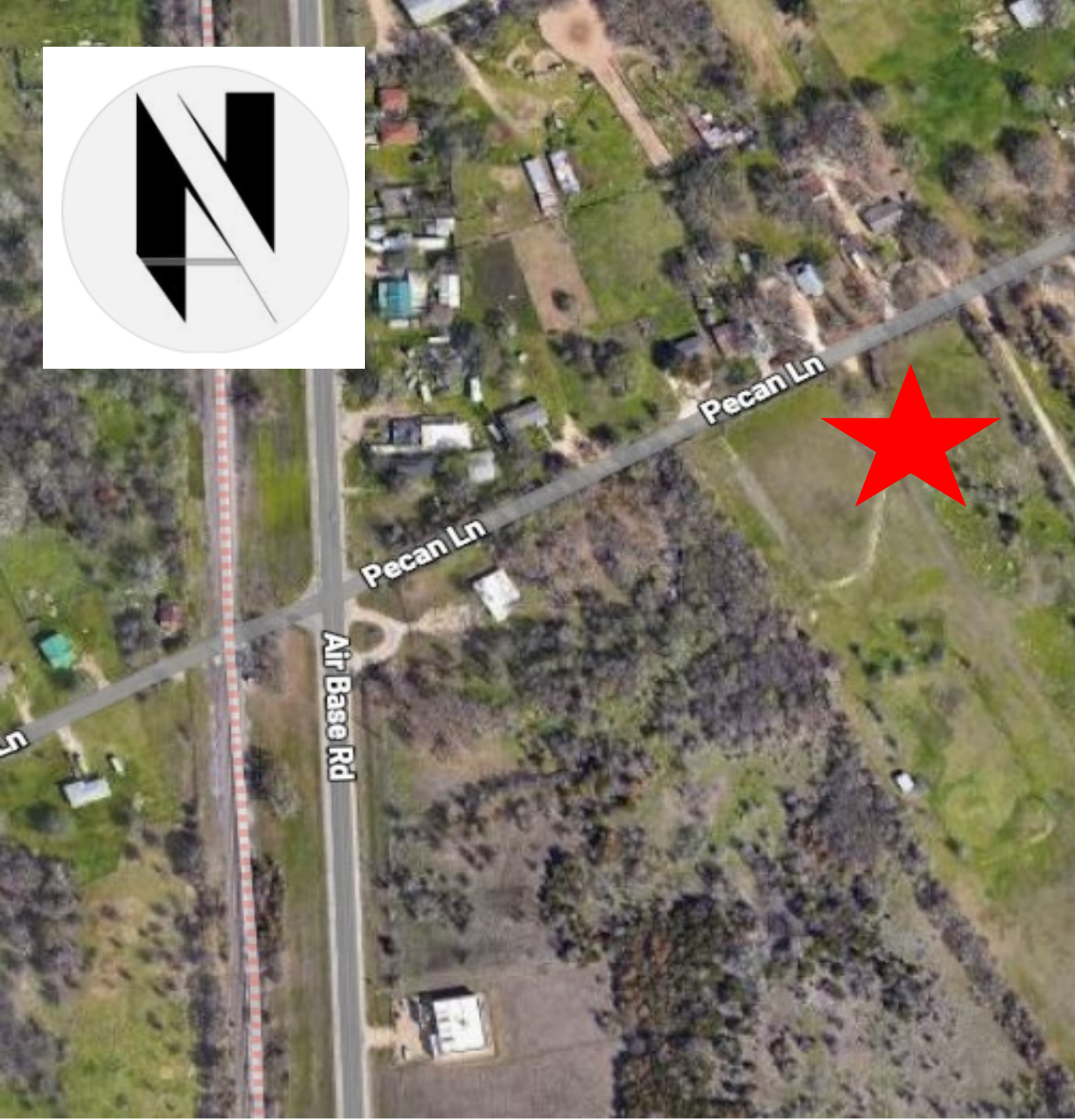
Scope of Work: Development of a modern, efficient facility for operations, staff, and equipment.

Key Components:

- Site & Infrastructure: Utilities, grading, drainage, parking, stormwater management.
- Building: Offices, meeting rooms, maintenance bays, storage - safe & energy-efficient.
- Systems: HVAC, plumbing, fire protection, electrical, IT, communications.
- Safety & Compliance: ADA/OSHA, emergency systems, secure storage.
- Future-Proofing: Space for growth, adaptable workspaces, technology-ready.

Next step - Final plan comments under internal review for release to bid

Estimated Bid Date April 2026



Site View



Elevation

Pecan and Wheeler Reconstruction

Contractor: TBD

Project Engineer: KPA Engineers - John Simcik, PE

Estimated Construction Cost Amount	\$290,000 Pecan Lane - Phase 1
	\$390,000 Pecan Lane - Phase 2
	\$750,000 Wheeler Street

Scope of Work

Pecan Street will be reconstructed in two phases: Phase 1 from Air Base Road to the Dugger Street driveway and Phase 2 from the driveway to Cloverleaf Road. Work includes roadway reconstruction, widening to 21 feet, culvert and utility adjustments. Phase 1 also adds a right-turn lane and requires Oncor overhead utility relocation, which may affect the bid date.

Wheeler Street will be reconstructed from Maxfield to Barlow, including intersection improvements at Fisher Street, utility adjustments, drainage work, and limited curb replacement.

Next step - Final plan comments under internal review for release to bid

Estimated Bid Date April 2026

Pecan Lane

Bellmead, Texas



Legend

-  Gritten Wrecker Services
-  Lavega Mobile Home Estates #2

Phase 2
Approx. 1,600 ft.

Phase 1
Approx. 975 ft.



Wheeler Street

Bellmead, Texas as Waco North



Legend

-  Gritten Wrecker Services
-  Lavega Mobile Home Estates #2



Detail Topo of this area

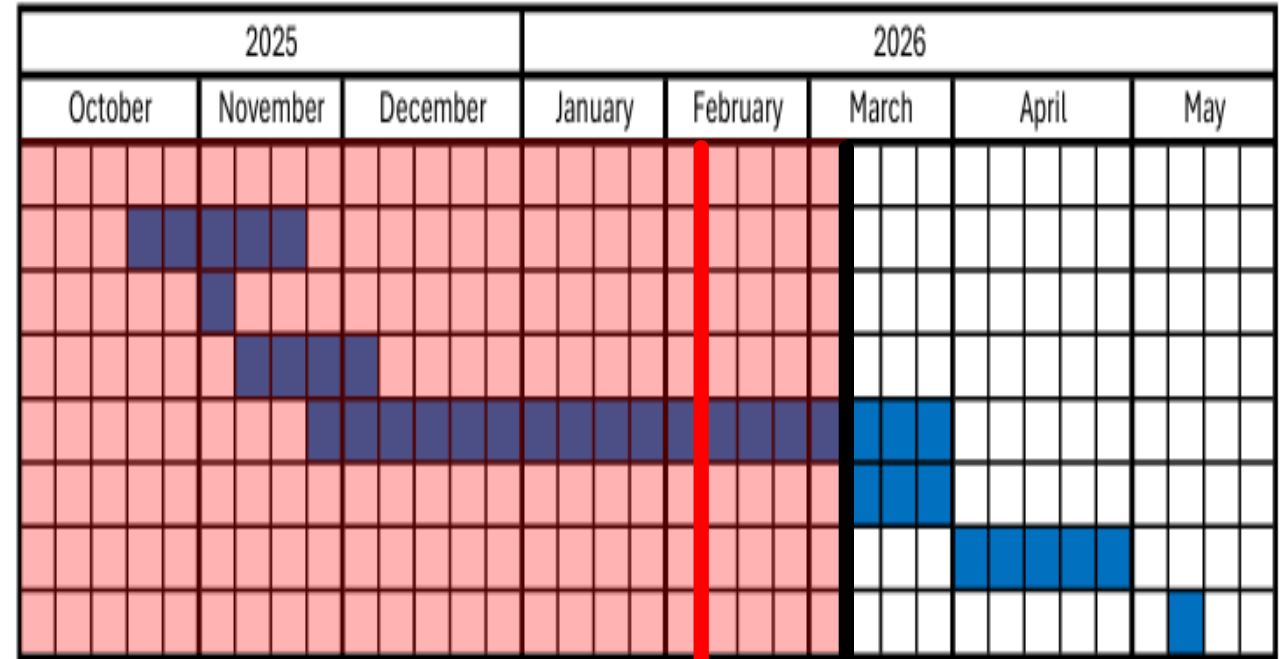
Total Length
Approx. 3,050 ft.

Wheeler Street / Pecan Lane Street Improvements

Project Schedule



<u>Task No.</u>	<u>Task Description</u>	<u>Firm</u>	<u>Start Date</u>	<u>Completion Date</u>
1	Topographic & Boundary Survey	ACS	10/20/25	11/21/25
2	Geotechnical Field Work	Langerman Engr	11/3/25	11/7/25
3	Geotechnical Lab Analysis & Report	Langerman Engr	11/10/25	12/1/25
4	Final Design - Plan Preparation	KPA	11/24/25	3/27/26
5	Bid Manual Preparation	KPA	3/9/26	3/27/26
6	Advertising & Bidding	KPA	4/2/26	4/30/26
7	Council Award		5/12/26	



95% Plans Received

Preservation Program

Microsurfacing

Contractor: TBD

Project Engineer: Streets Division

Estimated Construction Costs Amount

FY26 Estimated Costs \$4.04 SY

Approx. \$280K to \$320K investment

Total Miles 4.88 Miles

22 Strategically selected city streets

Scope of Work - The project involves preparing the existing pavement and applying a microsurfacing treatment to improve durability, skid resistance, and appearance. Work includes traffic control, protecting nearby improvements, cleanup, and final inspection.

Next Steps - In-House Surface Prep

- Clean pavement: remove dirt, debris, loose material.
- Remove vegetation; seal or repair cracks.
- Patch localized pavement failures.
- Correct minor surface irregularities for proper microsurfacing adhesion.

Estimated Bid Date Summer 2026

TOTAL BUDGET REQUEST

\$300,000

PRECINCT #1

Work Limits	Length	Width	SF	SY
Blackwell - Pawnee to Timberline	1930	28	54040	6004
Pawnee - Ridgecrest to Blackwell	676	28	18928	2103
Victoria - Ridgecrest to Dugger	966	28	27048	3005
Nickey Lane - Victoria to Dead End	577	20	11540	1282
Sams Drive - Air Base Road to Dead End	553	29	16037	1782
TOTAL			127593	14177
COSTS			\$	4.04
BUDGET			\$	57,275.08

PRECINCT #2

Work Limits	Length	Width	SF	SY
Harrison - Williams to Hwy 84	1713	23	39399	4378
Polk - Penton to Wilson	1800	20	36000	4000
Fannin - Concord to Meyers	1577	20	31540	3504
May - Wisconsin to Michigan	350	20	7000	778
TOTAL			113939	12660
COSTS			\$	4.04
BUDGET			\$	51,145.95

PRECINCT #3

Work Limits	Length	Width	SF	SY
Harrison - Kane to Bellmead Dr.	1315	32	42080	4676
Polk - Loop 340 to Camp Ground	686	20	13720	1524
Ida - Harrison to Torrence	377	18	6786	754
Cove - Loop 340 to Paradise	1080	22	23760	2640
TOTAL			86346	9594
COSTS			\$	4.04
BUDGET			\$	38,759.76

PRECINCT #4

Work Limits	Length	Width	SF	SY
Hatchet - Hogan to Maxfield	698	29	20242	2249
Lewis - Hatcher to Paris	690	29	20010	2223
Fisher - Hatcher to Wheeler	1544	29	44776	4975
Janaury - Hatcher to Parrish	687	29	19923	2214
TOTAL			104951	11661
COSTS			\$	4.04
BUDGET			\$	47,111.34

PRECINCT #5

Work Limits	Length	Width	SF	SY
Hogan - Shelton to Wheeler	1935	28	54180	6020
Firefly - Butterfly to Dead End	450	29	13050	1450
Cricket - Pecan to Dead End	684	29	19836	2204
Strickland - Montrost to Dead End	1300	29	37700	4189
Hogan - I35 to New Dallas	1842	22	40524	4503
TOTAL			165290	18366
COSTS			\$	4.04
BUDGET			\$	74,196.84

Dugger Street
AFTER Microsurfacing



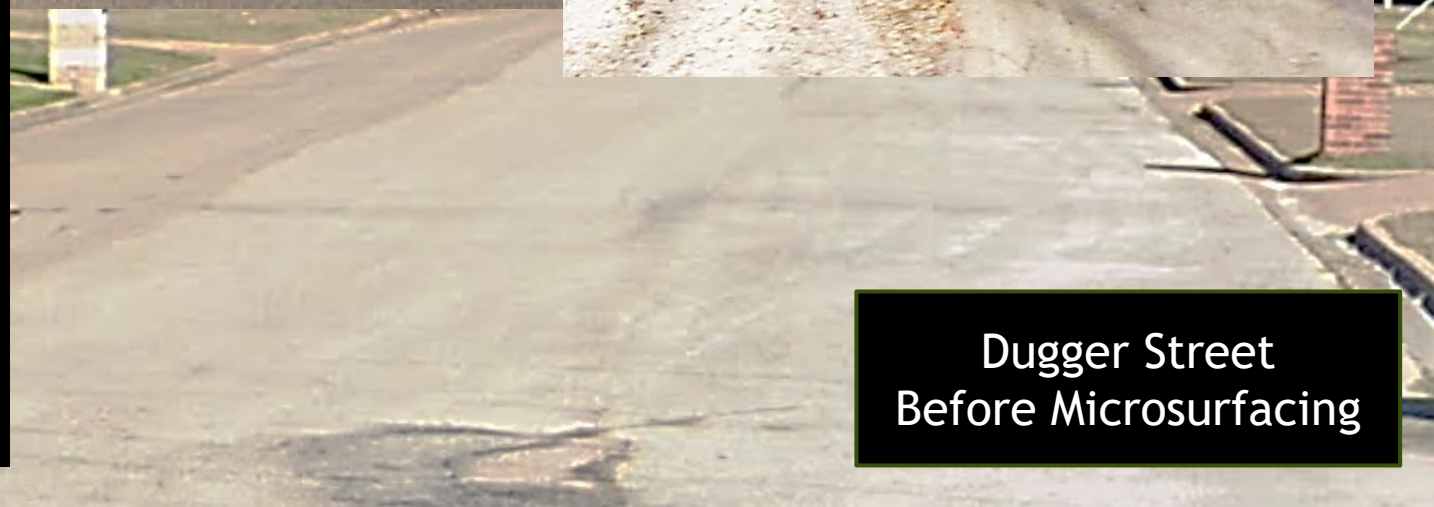
BEFORE



VIKING
CONSTRUCTION

A
Pavement
PRESERVATION GROUP
COMPANY

Dugger Street
Before Microsurfacing



Timberline Street
AFTER Microsurfacing



BEFORE



Timberline Street
Before Microsurfacing



Corridor Safety Improvement Project

Contractor: TBD

Project Engineer: TBD

Federal Award Amount TBD

Actual financial terms will be outlined in FHWA's agreement

Scope of Work

Bellmead Drive will consist of enhancing the corridor with the installation of medians, improved access, new street lighting, parking lanes, bus stops, sidewalks, crosswalks, and speed feedback signs.

Concord Road will consist of upgrading critical infrastructure, including new pedestrian connections, speed feedback signs, and improved pavement markings,

Next steps - Federal Highway Administration (FHWA) must execute an agreement before the city can commence with any work.

Estimated Bid Date TBD

Bellmead Drive
198 Total Collisions
8 Fatality

Concord Road
16 Total Collisions
1 Fatality

**10 Year
 Analysis**

Crash by Severity

- Fatal Injury
- Suspected Serious Injury
- Suspected Minor Injury
- Possible Injury
- Project Roadways Segments
- Primary Highway
- Roadways
- Park or Open Areas
- School Boundary

Crash by Severity

- Fatal Injury
- Suspected Serious Injury
- Suspected Minor Injury
- Possible Injury
- Project Roadways Segments
- Primary Highway
- Roadways
- Park or Open Areas
- School Boundary

LP 340 Demonstration Grant

– MPO Six to Fix

Contractor: TBD

Project Engineer: Toole Design Group

Estimated Costs Amount

Scope of Work

The purpose of the project is to showcase proven safety strategies while gathering feedback from the community at each site. The insights gained will help local staff and elected leaders replicate these efforts in more locations, making the region safer for everyone.

Next steps - Concepts have been developed and provided to TxDOT for feedback.

Estimated Bid Date TBD



Community Priorities for Loop 340- Bellmead

more signals & controls

slower speeds

safer crossings

safer school access

proactive design



Loop 340 between Interstate-35 & US 84

- Linear Issue
- Point Issue

0 0.25 0.5 mi



Sign Inventory Grant - MPO SS4A Grant

Contractor: TBD

Project Engineer: TBD - RFQ Issued April 2026

Estimated Inventory Costs Amount \$1,000,000 - \$10,000 Bellmead's portion

Scope of Work

Create asset inventory to assist city in surveying, assessing, and upgrading traffic signs with high-visibility materials, enhancing safety and compliance. These grants typically support comprehensive, citywide projects aimed at improving sign visibility.

Next steps - Procure Engineering Services from a qualified by means of a competitive qualifications-based process approved by the Federal Highway Administration.

Inventory Completion Date Spring 2027

Horizontal Alignment Signs



W1-1



W1-2



W1-3



W1-4

Type 1 Object Markers (obstructions within the roadway)



W1-3

way)

OM2-2H

No Pa



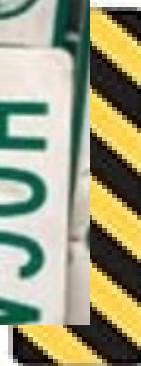
W1-1-C



R2-1

W3-5

Type 3 Object Markers (obstructions adjacent to or within the roadway)



OM3-L



OM3-C



OM3-R

Next 90 Days

Immediate Operational Priorities

- Critical utility infrastructure repairs (water/wastewater/storm)
 - EXAMPLE: Parrish Well Restoration
- Street preservation & pothole response
 - EXAMPLE: Surface prep to support preservation
- Service level commitments (work orders, response times)
 - EXAMPLE: Drainage repairs to eliminate standing water

Coordination of Responsibilities w/ Other Agencies

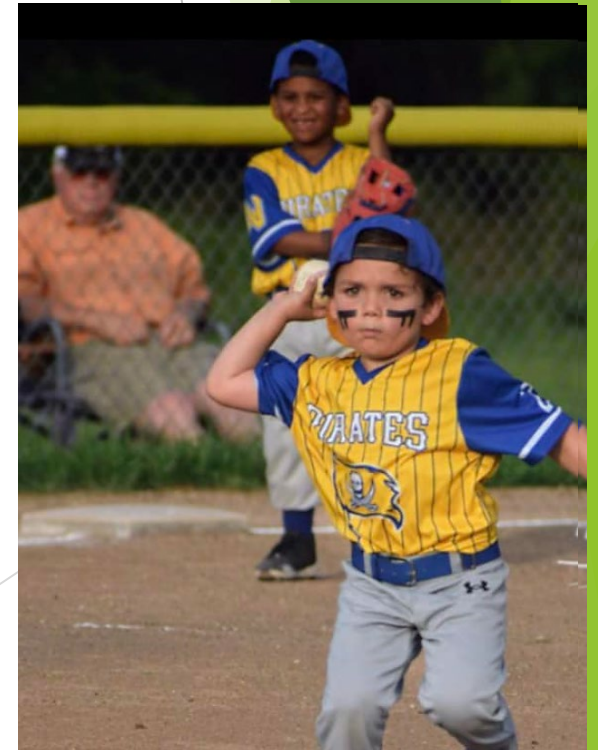
- Discuss traffic warrant study with TxDOT - US 84 and LP 340 Crashes and Fatalities
- Prepare schedule with McLennan County for gravel road rehabilitation efforts
- Explore grant opportunities with TDA and TxDOT to leverage budgeted funding

Advance Design Projects to Construction Bidding

- New Public Works Building
- Citywide Preservation (Microsurfacing)
- Pecan and Wheeler Reconstruction



Questions





Regular 03/10/2026

Item # 3

CCPR 2026-05

CITY COUNCIL MEMORANDUM

Prepared By: Karen Evans

Approval: Yousry Zakhary

GFOA Distinguished Budget Presentation Award

DESCRIPTION:

Presentation of GFOA Distinguished Budget Presentation Award for FY 2026.

BACKGROUND:

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the City of Bellmead with the Distinguished Budget Presentation Award for the FY 2026 Annual Budget. In addition to receiving this award, the city's budget also received special recognition in one category:

- Performance Measures

To receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device. To receive special recognition, the budget document must be rated outstanding by all three reviewers in that category.

This award reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting.

This is the seventh time in the City's history that it has earned this award, the first being for the FY 2020 budget document and the third time that the city's budget has been awarded special recognition.

ATTACHMENT(S):

Award Letter – with Special Recognition
Press Release
Camera Ready Award
Certificate of Recognition for Budget Preparation



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

February 11, 2026

Karen Evans
ACM/CFO
City of Bellmead, Texas

Dear Karen:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning October 2025. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition:

Performance measures

Special recognition is given when all three reviewers give the highest possible score in particular categories.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

2/11/2026

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **City of Bellmead, Texas** received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,900 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Bellmead
Texas**

For the Fiscal Year Beginning

October 01, 2025

Christopher P. Morill

Executive Director



**The Government Finance Officers Association
of the United States and Canada**

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Finance Department
City of Bellmead, Texas**



The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director

Christopher P. Morill

Date: **2/11/2026**

CITY OF BELLMEAD

City Council Regular Meeting Minutes

Tuesday, February 10, 2026

6:31 PM – 7:59 PM

Bellmead City Hall, 3015 Bellmead Drive, Bellmead, Texas

CALL TO ORDER

Mayor Bryan Winget called the meeting to order at 6:31 PM.

ATTENDANCE

<u>Council Member</u>	<u>Present</u>	<u>Absent</u>
Mayor Bryan Winget	X	
Councilman James Cleveland	X	
Councilman Travis Gibson	X 6:33 pm	
Councilman Tommy Bainbridge	X	
Councilman Gary Moore	X	
Councilman Bruce Flachsbart	X	

STAFF PRESENT

Yost Zakhary – City Manager
Shannon Garcia – City Secretary
Fred Morris – Community Development Director
William Hlavenka – Fire Chief
Shawn Myatt – Police Chief
Jim Reed – Public Works Director
Adam Miles – City Attorney
Kathleen Dow – City Attorney

INVOCATION

Pastor David Ives of Praisewind Church on the Rock led the invocation.

PLEDGE OF ALLEGIANCE

All attendees participated in the Pledge of Allegiance.

ACKNOWLEDGEMENT OF GUESTS AND PUBLIC COMMENTS

- There were no guest or public comments.

COUNCIL/CITY MANAGER REPORTS

City Manager Yost Zakhary provided updates on the following:

- Racial Profiling Report - The City Manager updated the Council on the Racial Profiling Report that is attached in the packet.
- Dispatch Remodel Update - Remodeling of the Police Department Dispatch areas is underway and progressing well. At this time, the front doors are temporarily locked, with signage posted to direct the public. Operations have been relocated to the 9-1-1 Operations Center in Woodway, and citizens should not experience any disruption in services. Staff will continue normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m.; however, beginning Friday at 5:00 p.m. through Monday morning, the front doors will remain closed. Chief Myatt is available and welcomes any questions or concerns.
- Tree Trimming Update - As part of our ongoing communication efforts, you should have received an email regarding upcoming tree trimming activities. We want to keep everyone informed and will also be posting notices in affected areas. We strongly encourage property owners to continue regular tree trimming, as proactive maintenance plays an important role in preventing power outages and maintaining reliable utility service for the community.
- Study of Hwy 77- The City will be participating in a regional mobility study through MPO in coordination with the Cities of Waco and Lacy Lakeview, focused on the 15-mile corridor along Interstate 77. This corridor is viewed as critical to the future growth and development of Bellmead and the surrounding area. The total cost of the study is approximately \$1,000,000, with Bellmead's portion estimated at \$5,000 to \$6,000. As a reminder, prior approval positioned the City to pursue nearly \$10 million in potential grant funding with matching funds for improvements along Bellmead Drive and Concord. There is also the possibility of an amendment to expand the scope of funding. The Public Works Director, Director of Community Development, and Assistant City Manager will attend an upcoming meeting to explore available options and determine whether additional funds, particularly for Concord, can be secured. The city has a strong and experienced team in place to carefully evaluate opportunities and advocate for the best possible outcome for Bellmead.

- Sign Inventory Update - The City will also participate in an MPO-funded Sign Inventory Program to develop a comprehensive, GIS-based inventory of all traffic control signs throughout the community, including stop signs and regulatory signage. We currently do not have a fully accurate, up-to-date inventory of every sign on every street. This study, estimated to cost over \$100,000, will be funded primarily through the MPO, with the City contributing approximately 10% of the total. The completed GIS inventory will provide the Public Works Director with a strong foundation for managing, tracking, and planning sign maintenance and replacements. It will also allow the city to monitor updates as signs are replaced or modified, representing a significant and positive step forward in infrastructure management and public safety.
- Civic Center Remodel Update - The Civic Center remodel is progressing well and nearing completion. As previously discussed, the bridal room is being fully renovated, and the kitchen, which had not been significantly updated since the mid-1960s, is undergoing a complete remodel. The restrooms are also being fully updated. The improvements represent a significant investment in modernizing the facility, and the project is expected to be completed within the next two weeks. We look forward to inviting everyone to attend the official reopening celebration once the renovations are finished.
- Brame Park Update - Construction at Brame Park is progressing well, with approximately three and a half months remaining in the project timeline. We have received very positive feedback from the community regarding the improvements.

Mayor Winget asked for an update on the Angel Tree Ministry in partnership with the Bellmead Police Department. Specifically inquiring about how many families the city assisted.

Chief Myatt reported that 50 families throughout the community were helped last year. All gifts were personally delivered to each family, ensuring a smooth and meaningful distribution. Unlike last year, when items were distributed at the Civic Center, this year's effort focused entirely on coordinated home deliveries to better serve participating families.

PRESENTATION

1. Community Development Director, Fred Morris, presented the council with a PowerPoint of current and ongoing community development efforts within the City of Bellmead.
 - Councilman Flachsbart had several questions regarding the community development update.

- Mr. Morris explained that generally 80% of residents cooperate when contacted, often citing reasons like a broken lawnmower or simply appreciating the reminder. About 20% initially resist, and only around 2% of cases escalate to court. When asked about the projects he is most proud of, the focus was on seeing residents invest in their properties, buy lots, build homes, and improve the community for their families. Regarding enforcement challenges, particularly with properties hidden behind fences, the use of drones or Google Street View was mentioned. However, Mr. Morris pointed out that state law limits observation to public areas, so any aerial or street-level inspection would need legal guidance. Structures or fences that are falling and visible from public property are considered fair game for enforcement. City Attorney Adam Miles agreed.
- Councilman Gibson asked Mr. Morris about development challenges in areas east of Sam's and Colin Street Bakery, highlighting flooding and stormwater management concerns. Mr. Morris stated that some locations are naturally low-lying and require careful planning to address drainage before any development can occur. While there are a few large property owners, many parcels are small and individually owned, making it difficult to assemble developable tracts. Flooding occurs across both private and public property, with major drainage ways carrying substantial water toward lower areas, including ditches near Collin Street Bakery and Sam's, ultimately flowing under railroad tracks and along Katy Lane. Despite these challenges, development is possible with proper elevation and drainage solutions, as demonstrated by a recently constructed home on 21st Street that was elevated to prevent flooding. The best short-term approach is to clean and maintain the area to make it presentable and potentially attract future development interest.
- Mayor Winget shared with the council that about six months ago, a site visit was conducted with Commissioner Wilson and others to assess drainage and ditches in the Bellmead area. Commissioner Wilson indicated that work cannot begin until the North Interceptor Project is completed, as access is required to perform the work. Mayor Winget stated that drainage in this particular area is complex, crossing railroad property, county land, the City of Waco, and multiple private parcels before ultimately flowing into the Brazos River behind McClain Stadium and Baylor's track complex. Because the water passes through multiple jurisdictions, including Bellmead, Waco, and the county, any efforts to address blockages or improve flow require coordination among many entities. While recent freezing and dry conditions have helped temporarily, ongoing monitoring is necessary. The complexity of the drainage system underscores the need for detailed analysis, and tools like drones may assist in identifying issues in hard-to-access areas.

- Councilman Gibson asked for clarity on the medical warehouse. Mr. Morris clarified that the facility is a distribution warehouse, not a medical clinic. The warehouse will supply surgical and medical equipment to smaller hospitals and facilities that often struggle to obtain necessary supplies, rather than larger hospitals, which typically have sufficient resources.

CONSENT AGENDA

CONSENT AGENDA ITEM 2

2. Consider the Minutes of the Regular City Council Meeting of January 13, 2026.
3. Consider a resolution approving the City of Bellmead Investment Report for the quarter ended December 31, 2025.
4. Consider a resolution appointing Bruce Flachsbart to the Bellmead Economic Development Corporation.
5. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement with McLennan County for the provision of semi-annual gravel street maintenance services and to execute all documents related thereto on behalf of the City of Bellmead.

CONSENT AGENDA ITEMS 2 THROUGH 5.

MOTION: Mayor Pro-Tem Cleveland motioned to approve Consent Agenda Items 2 through 5.

SECONDED: Councilman Bainbridge

AYES: Bainbridge, Winget, Gibson, Moore, Cleveland, Flachsbart

NAYS:

ABSENT:

Motion Carried 6-0.

REGULAR AGENDA

6. Consideration and approval of an ordinance adding Section 22-14 to Article 22 of the Code of Ordinances establishing an Identity Theft Prevention Program (“Program”) under the Federal Trade Commission’s Red Flags Rule (16 CFR Part 681). **First Reading**

ORDINANCE 2026-01, SECTION 22-14 TO ARTICLE 22 OF THE CODE OF ORDINANCES ESTABLISHING AN IDENTITY THEFT PREVENTION

**PROGRAM (“PROGRAM”) UNDER THE FEDERAL TRADE COMMISSION’S
RED FLAGS RULE (16 CFR PART 681). FIRST READING**

MOTION: Councilman Bainbridge motioned to approve an ordinance adding Section 22-14 to Article 22 of the Code of Ordinances establishing an Identity Theft Prevention Program (“Program”) under the Federal Trade Commission’s Red Flags Rule (16 CFR Part 681).

SECONDED: Flachsbart

AYES: Bainbridge, Winget, Gibson, Moore, Cleveland, Flachsbart

NAYS:

ABSENT:

Motion Carried 6-0.

Consideration and approval of an ordinance adding Section 22-14 to Article 22 of the Code of Ordinances, establishing an Identity Theft Prevention Program (“Program”) under the Federal Trade Commission’s Red Flags Rule (16 CFR Part 681). **Second Reading**

**ORDINANCE 2026-01, SECTION 22-14 TO ARTICLE 22 OF THE CODE OF
ORDINANCES ESTABLISHING AN IDENTITY THEFT PREVENTION
PROGRAM (“PROGRAM”) UNDER THE FEDERAL TRADE COMMISSION’S
RED FLAGS RULE (16 CFR PART 681). SECOND READING**

MOTION: Councilman Moore motioned to approve an ordinance adding Section 22-14 to Article 22 of the Code of Ordinances establishing an Identity Theft Prevention Program (“Program”) under the Federal Trade Commission’s Red Flags Rule (16 CFR Part 681).

SECONDED: Gibson

AYES: Bainbridge, Winget, Gibson, Moore, Cleveland, Flachsbart

NAYS:

ABSENT:

Motion Carried 6-0.

EXECUTIVE SESSION

The City Council may consult with legal counsel and receive legal advice as permitted by Section 551.071 of the Texas Government Code.

Council entered Executive Session at 7:09 PM.

RECONVENE INTO REGULAR SESSION

Council reconvened into Regular Session at 7:58 PM.

ADJOURNMENT

Regular 03/10/2026

Item # 4

CC/MN 2026-03

Mayor Winget adjourned the meeting at 7:59 PM.

APPROVED:

Bryan Winget
Mayor

ATTEST:

Shannon Garcia
City Secretary



CITY COUNCIL MEMORANDUM FOR RESOLUTION

Prepared By: Shannon Garcia

Approval: Yousry Zakhary

Order of Cancelation for Unopposed Candidates

DESCRIPTION:

Consider a memorandum/resolution declaring an unopposed candidate for Precinct 3 and Precinct 4 in the May 2, 2026, General City Election elected to office and canceling the election for Precinct 3 and Precinct 4.

BACKGROUND:

The General City Election was called for May 2, 2026, to elect members to the City Council for Precinct 3, Precinct 4, and At-Large.

The city secretary has certified in writing that no person has declared a write-in candidacy and that the candidate on the ballot for Precinct 3 and Precinct 4 is unopposed for election to office.

Section 2.053(a) of the Texas Election Code authorizes the City Council to declare the candidate elected to office and cancel the election for Precinct 3 and Precinct 4.

The following candidates are unopposed in the May 2, 2026, General City Election, and are declared elected to office and shall be issued a certificate of election following the time the election would have been canvassed:

James Cleveland – Precinct 3
Warren T. Bainbridge – Precinct 4

The May 2, 2026, General City Election is canceled for Precinct 3 and Precinct 4, and the city secretary is directed to cause a copy of this Resolution to be posted on election day at each polling place used, or that would have been used in the election.

FISCAL IMPACT / FUNDING SOURCE:

There is no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends approving the memorandum/resolution to declare the unopposed candidates in Precinct 3 and Precinct 4 in the May 2, 2026, General City Election elected to office and to cancel the election for Precinct 3 and Precinct 4.

ATTACHMENT(S):

Certification of Unopposed Candidate – Precinct 3

Certification of Unopposed Candidate – Precinct 4

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bellmead, Texas, this the _____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Bryan Winget
Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Shannon Garcia
City Secretary

Certification of Unopposed Candidate

By the City Secretary

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate is unopposed for election to office for the election scheduled to be held on Saturday, May 2, 2026. I further certify that no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Como autoridad a cargo de la preparacion de la boleta de votacion official, por la presente certifico que los siguiente candidato son cadidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 2 de mayo de 2026. Además, certifico que ninguna persona ha hecho una declaración de candidatura por escrito, y el siguiente candidato no tiene oposición:

Precinct 3 – James Cleveland

Shannon Garcia
City Secretary
City of Bellmead

Dated this _____ day of _____, ____.

(seal) (sello)

Certification of Unopposed Candidate

By the City Secretary

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate is unopposed for election to office for the election scheduled to be held on Saturday, May 2, 2026. I further certify that no person has made a declaration of write-in candidacy, and the following candidate is unopposed:

Como autoridad a cargo de la preparacion de la boleta de votacion official, por la presente certifico que los siguiente candidato son cadidatos unicos para eleccion para un cargo en la eleccion que se llevara a cabo el 2 de mayo de 2026. Además, certifico que ninguna persona ha hecho una declaración de candidatura por escrito, y el siguiente candidato no tiene oposición:

Precinct 4 – Warren T. Bainbridge

Shannon Garcia
City Secretary
City of Bellmead

Dated this _____ day of _____, ____.

(seal) (sello)



Regular 3/10/2026
Item # 6
CCM/R 2026-009

CITY COUNCIL MEMORANDUM FOR RESOLUTION

Prepared By: Correy Harrison

Approval: Yousry Zakhary

Purchase of Axon Taser 7 Package

DESCRIPTION:

Consider a memorandum/resolution authorizing the expenditure of \$78,000.00 for the purchase of the Axon Taser 7 package for the Police Department and authorizing the City Manager to execute all documents related thereto on behalf of the City of Bellmead.

BACKGROUND:

Axon Taser 7 Package Purchase Request:

The City of Bellmead Police Department is requesting approval to replace the 26 currently issued Taser X26 less-lethal devices with the Taser 7, the manufacturer's current and fully supported model.

The Taser X26 units presently in service have exceeded their recommended service life and have reached the end of availability of replacement parts, cartridges, and batteries. Manufacturer support has become limited and this has created significant operational and maintenance concerns.

The bundled package provides a cost-effective solution while ensuring that officers receive proper training and that the Department maintains operational readiness with supported equipment.

The Taser 7 represents the current generation of conducted energy weapons and provides improved reliability, enhanced safety features, and increased effectiveness. Additionally, the Taser 7 platform ensures continued manufacturer support and long-term availability of replacement parts, allowing the department to maintain consistent training, deployment, and readiness.

The purchase of the Axon Taser package will be made through Buy Board under Contract 698-23 for a total cost of \$78,000.00 and meets all competitive purchasing requirements. The contract will be for a five-year term beginning March 2026. The first payment will be \$600.00 in March 2026, followed by \$15,000.00 in November 2026, and \$15,600.00 for each remaining year of the contract.

Approval of this purchase will allow the department to maintain modern, supported equipment, remain aligned with current law enforcement practices, and ensure consistent less-lethal capabilities in support of public and officer safety. Proceeding at this time supports continuity of operations and long-term equipment planning.

FISCAL IMPACT / FUNDING SOURCE:

The contract will be for a five-year term beginning in April 2026. An initial payment of \$600 will be made at the start of the contract. Subsequent payments will be made as follows:

November 2026: \$15,000

November 2027: \$15,600

November 2028: \$15,600

November 2029: \$15,600

November 2030: \$15,600

The total contract amount is \$78,000. Asset seizure account will be utilized to fund this contract.

STAFF RECOMMENDATION:

Staff recommends authorizing the contract for five-years to expend \$78,000.00 for the purchase of the Axon Taser 7 package and authorizing the City Manager to execute all documents related thereto on behalf of the City of Bellmead.

ATTACHMENT(S):

Axon Quote

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bellmead, Texas, this the _____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Regular 3/10/2026
Item # 6
CCM/R 2026-009

Bryan Winget, Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Shannon Garcia
City Secretary



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-794188-46064RS

Issued: 02/11/2026

Quote Expiration: 03/13/2026

Estimated Contract Start Date: 05/15/2026

Account Number: 109471

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Bellmead Police Dept.- TX 701 Maxfield St Waco, TX 76705-3062 USA	Bellmead Police Dept.- TX 701 Maxfield St Waco TX 76705-3062 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Shawn Myatt Phone: (979) 412-0513 Email: smyatt@bellmeadtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$78,000.00
ESTIMATED TOTAL W/ TAX	\$78,000.00

Discount Summary

Average Savings Per Year	\$13,131.57
TOTAL SAVINGS	\$65,657.86

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	\$600.00	\$0.00	\$600.00
Nov 2026	\$15,000.00	\$0.00	\$15,000.00
Nov 2027	\$15,600.00	\$0.00	\$15,600.00
Nov 2028	\$15,600.00	\$0.00	\$15,600.00
Nov 2029	\$15,600.00	\$0.00	\$15,600.00
Nov 2030	\$15,600.00	\$0.00	\$15,600.00
Total	\$78,000.00	\$0.00	\$78,000.00

Quote Unbundled Price:	\$143,660.40
Quote List Price:	\$133,504.80
Quote Subtotal:	\$78,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	BUNDLE - TASER 7 CERTIFICATION	26	60	\$92.09	\$85.58	\$50.00	\$78,000.00	\$0.00	\$78,000.00
Total							\$78,000.00	\$0.00	\$78,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	26	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	31	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	25	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	130	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	130	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	52	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	52	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	26	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	26	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	04/15/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	52	1	04/15/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	52	1	04/15/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	52	1	04/15/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	52	1	04/15/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	52	1	04/15/2028
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	52	1	04/15/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	52	1	04/15/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	52	1	04/15/2029
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	52	1	04/15/2030
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	52	1	04/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	26	05/15/2026	05/14/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	26	05/15/2026	05/14/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	05/15/2026	05/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	26
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	26

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	31	04/15/2027	05/14/2031
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	26	04/15/2027	05/14/2031
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	04/15/2027	05/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	701 Maxfield St	Waco	TX	76705-3062	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Part 1	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$600.00	\$0.00	\$600.00
Total				\$600.00	\$0.00	\$600.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$15,000.00	\$0.00	\$15,000.00
Total				\$15,000.00	\$0.00	\$15,000.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$15,600.00	\$0.00	\$15,600.00
Total				\$15,600.00	\$0.00	\$15,600.00

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$15,600.00	\$0.00	\$15,600.00
Total				\$15,600.00	\$0.00	\$15,600.00

Nov 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$15,600.00	\$0.00	\$15,600.00
Total				\$15,600.00	\$0.00	\$15,600.00

Nov 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	C00018	BUNDLE - TASER 7 CERTIFICATION	26	\$15,600.00	\$0.00	\$15,600.00
Total				\$15,600.00	\$0.00	\$15,600.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/11/2026





CITY COUNCIL MEMORANDUM FOR RESOLUTION

Prepared By: Shannon Garcia

Approval: Yousry Zakhary

Household Hazardous Waste Event

DESCRIPTION:

Consider a memorandum/resolution authorizing the City Manager to enter an interlocal agreement for Household Hazardous Waste Collection with the City of Waco and to execute all documents related thereto on behalf of the City of Bellmead.

BACKGROUND:

Each year, the City of Waco hosts a county-wide household hazardous waste collection event with participation from the Cities of Bellmead, Woodway, Hewitt, and Lacy Lakeview. This is a wonderful opportunity for our citizens to safely remove excess paint, chemicals, and other hazardous items that they have accumulated throughout the year and ensure that they do not end up in our waterways. This year's event will be tentatively set for May 16, 2026, at 501 Schroeder Drive in Waco.

We are budgeting for 10 participants this year at a cost of \$125-\$150, totaling \$1,375. We will have a representative onsite for the event.

City	Pop. (2024 Census)	Number of Households (2024 Census)	HHW 2019	HHW 2021	HHW 2022	HHW 2023	HHW 2024	HHW 2025
Bellmead	10,620	3,553	-	10	22	15	22	2
Hewitt	16,749	6,010	144	122	86	92	100	79
Lacy Lakeview	7,274	2,774	18	14	17	13	17	12
Waco	146,608	53,906	531	517	450	498	595	538
Woodway	9,686	3,719	226	269	126	171	220	121
TOTAL	190,937	69,962	919	932	701	789	954	752

FISCAL IMPACT / FUNDING SOURCE:

\$1,375 – 15-5-80-5572

STAFF RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to enter an interlocal agreement for Household Hazardous Waste Collection with the City of Waco and to execute all documents related thereto on behalf of the City of Bellmead.

ATTACHMENT(S):

2026 Household Hazardous Waste (HHW) Event Letter
2026 Interlocal Agreement

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bellmead, Texas, this the _____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Bryan Winget
Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Shannon Garcia
City Secretary



3015 BELLMEAD DR. • BELLMEAD, TEXAS 76705-3030

254-799-2436 • FAX 254-799-5969 • www.bellmead.com

Kody Petillo
Director of Solid Waste Department
PO Box 2570
Waco, TX 76702-2570

RE: 2025 Household Hazardous Waste (HHW) Event

Dear Mr. Petillo:

The City of Waco will be hosting an HHW Event, tentatively set for March 22, 2025. The event will be held at the following location:

Waco Solid Waste Operations Office 501 Schroeder Dr. Waco, TX 76710

The City of Bellmead wishes to participate in this Event and will enter an interlocal agreement for Waco to conduct the Event as stated above. As the event coordinator, Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event.

The City of Bellmead agrees to pay the cost for Bellmead residents estimated at \$1,800. Given the estimate of cost per participating household of \$110 - \$130 this funding will provide for approximately 15 households to participate. The City of Bellmead also agrees to have representatives present at the HHW Event to monitor the number of citizens from its city who bring household hazardous waste to the Event, so that the representative can determine whether to continue receiving items once the City of Bellmead funding limit is reached.

We appreciate the opportunity to have this event and should you need more information please contact me or The City of Bellmead.

Sincerely,

Yost Zakhary
City Manager
City of Bellmead

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COUNTY OF McLENNAN

20

2026 INTERLOCAL AGREEMENT FOR **HOUSEHOLD HAZARDOUS WASTE COLLECTION**

THIS AGREEMENT ("Agreement") is entered into by and between the City of Waco, Texas ("Waco"), the City of Woodway, Texas ("Woodway"), the City of Hewitt, Texas ("Hewitt"), the City of Lacy-Lakeview, Texas ("Lacy-Lakeview") and the City of Bellmead, Texas ("Bellmead") acting herein by and through their duly authorized City Managers and collectively known and referred to herein as the "Participating Cities".

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties; and

WHEREAS, Texas Government Code, Sec. 791.011 provides that a local government may contract with another to perform governmental functions and services, and Sec. 791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code Sec. 791.025 provides that a local government may contract with another local government to purchase services; and

WHEREAS, the Participating Cities desire to enter into an interlocal agreement whereby Waco will purchase the services of a disposal firm and administer a regional household hazardous waste collection event ("Event"); and

WHEREAS, each city agrees to pay the cost provided in this Agreement and will have representatives present at the event to monitor the number of citizens from their respective cities who bring household hazardous waste to the Event, so that the representative can turn away any citizens once the city's funding limit is reached; and

WHEREAS, the Participating Cities mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act;

NOW THEREFORE, it is agreed as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- A. Environmental Damages shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of

waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, other than any imposed by Waco, and including without limitation:

1. Damages for personal injury and death or injury to property or natural resources;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements, including but not limited to, the preparation of any feasibility studies, or reports, or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration, or monitoring work required by any federal, state, or local governmental agency or political subdivision, other than as imposed by Waco, or otherwise expended in connection with the existence of such waste or violation of environmental requirements, including without limitation, any attorney's fees, costs and expenses incurred in enforcing this contract, or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (2) herein.

B. Environmental requirements shall mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, or bureaus of the United States, states, and political subdivisions thereof (other than any imposed by Waco), and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and,
2. All requirements pertaining to the protection of the health and safety of employees or the public (other than imposed by Waco).

C. Force majeure shall include decrees of, or restraints by, a governmental instrumentality, acts of God, work stoppages due to labor disputes or strikes, failure of Waco's contractor(s) to perform pursuant to their agreements with

Waco for the conduct of the Event, fires, explosions, epidemics, pandemics, riots, war, rebellion, and sabotage.

- D. Household hazardous waste shall mean any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR Sec. 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261. The term has the same meaning as "hazardous household waste" and may also be referred to as "HHW."
- E. Participating Cities shall mean the Cities of Waco, Woodway, Hewitt, Lacy-Lakeview, and Bellmead.
- F. Person shall mean an individual, corporation, organization, government, governmental subdivision or agency, business trust, partnership, association, or other legal entity.
- G. Waste, depending on the context, shall refer to the material presented for collection at the event and/or the actual materials accepted at the event.

2. PURPOSE

The purpose of this Agreement is to enter into an agreement between the Participating Cities whereby, subject to the terms and conditions specified below, Waco agrees to purchase the services of a household hazardous waste disposal firm and administer and supervise a regional Event that will be available to households within the corporate limits of the Participating Cities.

3. DUTIES OF WACO

Waco will serve as the Event coordinator and agrees to perform the following duties:

- A. Designate one of its employees to serve on the Event planning committee;
- B. Recruit its citizens to volunteer as workers at the Event;
- C. Coordinate Event advertising targeted to its own citizens as well as some advertising designed to alert citizens within all of the Participating Cities;
- D. Administer and supervise an Event on **SATURDAY, MAY 16, 2026**, in the parking lot of the City of Waco Solid Waste Operations Center at 501 Schroeder Drive. If weather does not permit the Event to be held on May 16, 2026, then Waco will identify a date in the month of May 2026 to hold the Event;
- E. Chair a planning committee comprised of Participating Cities;
- F. Provide a centrally located collection site within Waco for the Event;
- G. Employ personnel, perform administrative activities, and provide administrative services necessary to perform this Agreement;
- H. Cause the Event to be advertised in the local media;
- I. Enter into a contract with a household hazardous waste disposal firm ("contractor") for the handling, collection, transportation, storage, disposal,

treatment, recovery, and/or reuse of household hazardous waste collected at the Event. Such contractor shall be required pursuant to the contract:

1. to assume generator status for the waste collected at the Event, excluding materials recycled pursuant to subsection J. below;
 2. to use the storage, recycling, treatment and disposal sites set forth in the contract in performing its services under the contract. All storage, treatment, recycling and disposal sites used by the contractor shall be licensed by the EPA and/or TCEQ as required by law;
 3. to indemnify all Participating Cities; and,
 4. to name all Participating Cities as additional insureds;
- J. Arrange for recycling vendors for used oil, used oil filters, automobile batteries, household batteries, LED and fluorescent bulbs, and anti-freeze for Participating Cities;
- K. Attempt to reduce the overall expenditures of the event by implementing cost saving measures that may include bulking oil-based paint and arranging for local reuse of usable latex paint;
- L. During the term of this Agreement is in force, Waco shall provide appropriate documentation that funding has been committed and will be available to pay disposal, set up, and transportation costs as required by the contract with the contractor;
- M. This Agreement is conditioned upon Waco funding the expenditures set forth herein in Waco's budget.

4. DUTIES OF CITIES OTHER THAN WACO

Cities participating in this Event (except Waco, whose duties are set out above) agree to perform the following duties:

- A. Designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact whom Waco may communicate with in advance of the Event.
- B. Coordinate and fund advertising targeted to its own citizens related to the Event. This advertising may include such things as inclusion in water, sewer, and/or garbage bills. Such advertising shall include the type of wastes that will be accepted at the HHW Day, the requirement of proof of residency, and date, location and hours of operation.
- C. Pay for the services provided to each Participating City from current revenues available to the Participating City, as provided in Article 6.

5. RIGHT OF REFUSAL OF WASTE

Waco and its contractor shall have the right to refuse to accept waste at the Event from any individual if, in their reasonable judgment, Waco or its contractor, determine that:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other criteria established for the Event;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of any of the Participating Cities; or
- D. The waste or the resident presents a hazard to the Event or to persons or property at the Event.

Participating Cities shall provide instructions to residents regarding preparation of the hazardous household waste materials to be brought for disposal to the Event. Details concerning acceptable disposable materials and proper preparation of disposing of such materials shall be provided by the contractor.

6. COMPENSATION

- A. Waco shall provide the Participating Cities with detailed statements of all expenses incurred for the Event. The sum due Waco under this paragraph shall be an amount calculated on a per household cost basis. With the execution of this Agreement, each city shall provide Waco with a letter stating its level of participation in dollars. Those letters shall be attached to the executed agreement as Exhibits A through D and shall be incorporated herein as though set out in their entirety. Reimbursement of such expenses shall be paid to Waco no later than thirty (30) calendar days following receipt of said expenses by the Participating Cities.
- B. The above sum is based upon an estimated one thousand (1,000) total households from the Participating Cities taking part in the Event, provided, if, after the conclusion of the Event, there remains unexpended, committed Event funds as set out above from Participating Cities, the sum agreed to be paid above shall be reduced on a pro rata basis, provided the actual cost for the number of households from the Participating Cities did not exceed the sum agreed to be paid above.
- C. The cost accounting provided by Waco shall include figures for the total number of households participating in the Event, the number of households from each participating city, and the total waste collected at the Event.
- D. Within thirty (30) calendar days of receipt of the final invoice from the contractor, Waco shall separately account for all expenses on an itemized basis and shall provide a final accounting of the pro rata share of expenses of all Participating Cities.

7. WAIVER OF CLAIMS

- A. **Waiver of Claims:** Each of the Participating Cities agrees to waive any and all claims against the other Participating Cities to the extent of the liability limits under the Texas Tort Claims Act, as amended.
- B. **Environmental Waiver**
1. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the other Participating Cities and their officers, agents, employees, and volunteers, against any and all environmental damages resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse, by any person, of waste which was collected pursuant to Event.
 2. To the extent of its allocated liability as set forth in paragraph (B)(3) below, each of the Participating Cities does hereby release, waive any and all claims, against the Participating Cities and their officers, agents, employees, and volunteers, against any and all violations by any person of any environmental requirements pertaining to the handling, collection, transportation, storage, disposal, treatment recovery, and/or reuse of waste collected pursuant to the Event.
 3. Participating Cities recognize that it will not be practical to distinguish between the HHW collected at the Event once the waste has been aggregated. They further recognize that it is necessary to create an equitable allocation of liability among the Participating Cities for the waste collected at the Event. Therefore, the Participating Cities agree that the allocated liability of each of the Participating Cities under this paragraph (B) shall be calculated as follows:
 - (a) The actual number of a participating city's households contributing waste to the Event divided by the actual number of total households contributing waste to the event = X percent.
 - (b) Participating Cities' Allocated Liability = X percent multiplied by the total volume of waste collected at the Event.
- C. The individual obligation of each Participating City under this Agreement shall be limited to the burden and expense of defending only itself against all claims, suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due and owing against the said respective city.

8. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

9. FORCE MAJEURE

A delay or failure of Waco to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Waco and not due to its gross negligence. Waco will make reasonable efforts to reschedule the Event if possible with the Contractor and the Participating Cities. The Participating Cities shall not have, and hereby waive, any and all claims whatsoever for any damages resulting from delays or failure to perform caused by a force majeure event.

10. TERMINATION

The Participating Cities shall each have the individual right to terminate this Agreement upon thirty (30) calendar days written notice to the other Participating Cities, but such termination shall apply only to that Participating City giving such written notice.

11. NOTICE

Any notice given under this Agreement shall be delivered to those listed in Exhibit E incorporated by reference herein for all intents and purposes.

12. ENTIRETY

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

13. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

14. VENUE

Should any action arise out of the terms and conditions of this Agreement, venue for said action shall be in McLennan County, Texas.

15. AUTHORITY

This Agreement is made by the Participating Cities as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

16. AUTHORIZATION

The undersigned officers and/or agents of the Participating Cities hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

EXECUTED in multiple counterparts, each intended as an original.

[Remainder of page intentionally left blank]

CITY OF WACO, TEXAS

By: _____
Ryan E. Holt, City Manager

ATTEST:

Michelle Hicks, City Secretary

Date Signed: _____

APPROVED AS TO FORM & LEGALITY

Lauren Jaynes Olivarez, Assistant City Attorney II

[Remainder of page intentionally left blank]

CITY OF WOODWAY

By: _____
Adam Niolet, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF HEWITT

By: _____
Bo Thomas, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF LACY-LAKEVIEW

By: _____
Calvin Hodde, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

[Remainder of page intentionally left blank]

CITY OF BELLMEAD

By: _____
Yousry “Yost” Zakhary, City Manager

ATTEST:

City Secretary

Date Signed: _____

APPROVED:

City Attorney

Exhibit A

Letter from Woodway stating its level of participation in dollars

Exhibit B

Letter from Hewitt stating its level of participation in dollars

Exhibit C

Letter from Lacy Lakeview stating its level of participation in dollars

Exhibit D

Letter from Bellmead stating its level of participation in dollars

EXHIBIT E

Waco:
P. O. Box 2570
Waco, Texas 76702-2570
750-5640, fax 750-5880
RyanH@wacotx.gov

Ryan E. Holt, City Manager

Woodway:
922 Estates Drive
Woodway, Texas 76712
772-4480, fax 772-0695
aniolet@woodwaytexas.gov

Adam Niolet, City Manager

Hewitt:
200 Patriot Court
Hewitt, Texas 76643
666-6171, fax 666-6014
bthomas@cityofhewitt.com

Bo Thomas, City Manager

Lacy Lakeview:
P.O. Box 154549
Waco, Texas 76715-4549
799-2458, fax 799-6265
calvin.hodde@lacylakeview.org

Calvin Hodde, City Manager

Bellmead:
3015 Bellmead Dr.
Bellmead, TX 76705
799-2436 ext. 6116, fax 799-5969
yzakhary@bellmead.com

Yost Zakhary, City Manager



Regular 03/10/2026

Item # 8

CCM/R 2026-008

CITY COUNCIL MEMORANDUM FOR RESOLUTION

Prepared By: Karen Evans

Approval: Yousry Zakhary

FY 2025 Audit Report

DESCRIPTION:

Consider a memorandum/resolution accepting the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.

BACKGROUND:

The City Council previously approved the engagement of BrooksWatson & Co. to perform the independent audit of the City's financial records for the fiscal year ended September 30, 2025.

BrooksWatson & Co. has completed its audit of the City of Bellmead, as well as a Federal Single Audit. Representatives of BrooksWatson & Co. will present the results of the audit to the City Council.

The City's audits are required to be performed in accordance with generally accepted auditing standards set forth in the General Accounting Office's (GAO) Government Auditing Standards, the provision of the Single Audit Act Amendments of 1996, the U.S. Office of Management and Budget (OMB) Uniform Guidance, and Audits of State and Local Governments.

The audit provides reasonable assurance that the financial statements of the City of Bellmead for fiscal year ended September 30, 2025, are free from material misstatement. The audit report has been compiled to meet all required provisions of the Governmental Accounting Standards Board.

STAFF RECOMMENDATION:

Staff recommends that the City Council accept the Annual Comprehensive Financial Report for the fiscal year ended September 30, 2025.

ATTACHMENT(S):

To be presented at the meeting

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD:

2026

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bellmead, Texas, this the _____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

APPROVED

Bryan Winget
Mayor

APPROVED AS TO FORM:

ATTEST:

Charles Buenger
City Attorney

Shannon Garcia
City Secretary



Regular 3/10/2026
Item # 9
CCM/R 2026-010

CITY COUNCIL MEMORANDUM FOR RESOLUTION

Prepared By: Shannon Garcia

Approval: Yousry Zakhary

McLennan County 9-1-1 Emergency Assistance District

DESCRIPTION:

Consider a memorandum/resolution nominating a member to the McLennan County 9-1-1 Emergency Assistance District Board of Managers and authorizing the City Manager to execute all related documents.

BACKGROUND:

Members of the McLennan County 9-1-1 Emergency Assistance District Board of Managers are appointed to serve a two-year term per the Texas Health & Safety Code, Section 772.306 Board of Managers. The municipalities within the district jointly appoint these two (2) members in even-numbered years.

Currently, Ryan Holt, Seat One (1), and James Devlin, Seat Two (2) hold these appointments. Both have expressed a desire to continue to serve on the Board of Managers.

This request is for an appointment for Seat One (1) and Seat Two (2).

STAFF RECOMMENDATION:

Staff recommends that the City Council nominate Ryan Holt to Seat One (1) and James Devlin to Seat Two (2) and authorize the City Manager to execute all related documents.

ATTACHMENT(S):

Ballot Letter
Ballot for Seat One (1) and Seat Two (2)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD:

That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Bellmead, Texas, this the ____ day of _____, _____, at which meeting a quorum was present, held in accordance with provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

Regular 3/10/2026
Item # 9
CCM/R 2026-010

APPROVED

Bryan Winget
Mayor

APPROVED AS TO FORM:

ATTEST:

City Attorney

Shannon Garcia
City Secretary



McLennan County 9-1-1 Emergency Assistance District

Proudly serving the citizens of McLennan County for over 35 years!

February 24, 2026

City of Bellmead
The Honorable Bryan Winget
3015 Bellmead Drive
Waco, TX 76705

Re: Appointment of 9-1-1 Board Members

Dear Mayor Winget:

In alternating years, members of the McLennan County 9-1-1 Emergency Assistance District Board of Managers are appointed to serve a two-year term, as stated in the *Texas Health & Safety Code section 772.306 **Board of Managers***. The municipalities (incorporated cities) within the district jointly appoint these two (2) members in even-numbered years.

Currently, Ryan Holt and James Devlin hold these respective appointments. Both have expressed a desire to continue to serve on the Board of Managers. If your city would like to nominate one of the above or a different individual(s), please do so by using the attached nomination form and returning it to the 9-1-1 District office.

If there are any questions, please feel free to call this office.

Respectfully,


Jesse A. Harrison
Executive Director

Enclosure

cc: MCEAD 9-1-1 Board of Managers

*** TIME SENSITIVE NOMINATION FORM**

**McLennan County 9-1-1
Emergency Assistance District**

9-1-1 Board Nominations

Each municipality may re-nominate the current Board Members or may submit a new nominee for each seat (no more than one nomination per seat per municipality):

Seat One (Currently held by Ryan Holt, seeking re-appointment)

(Nomination) _____

Seat two (Currently held by James Devlin, seeking re-appointment)

Nomination _____

Please return this completed nomination form to:

McLennan County 9-1-1 Emergency Assistance District
Attention: Jesse A. Harrison, Executive Director
107 Burnett Ct.
Woodway, TX 76712

either by U S Postal Service,
or by fax to (254) 732-0544,
or by e-mail to rquest@mcead911.org.

If an election is necessary each city will receive a ballot to cast votes.

*** Please return nomination form so that it is received at the
above address no later than Wednesday, April 15, 2026.**

City of _____

Mayor or designee please sign: _____

Date: _____



CITY COUNCIL MEMORANDUM FOR ORDINANCE

Prepared By: Karen Evans, Assistant City Manager

Approval: Yousry Zakhary

Adoption of Section 22-14 – Identity Theft Prevention Program

DESCRIPTION:

Consider a memorandum/ordinance adding Section 22-14 to Article 22 of the Code of Ordinances establishing an Identity Theft Prevention Program (“Program”) under the Federal Trade Commission’s Red Flags Rule (16 CFR Part 681). **Third Reading**

BACKGROUND:

In 2003, Congress enacted the Fair and Accurate Credit Transactions Act (“FACT Act”). Section 114 of the Act directed the Federal Trade Commission to adopt rules requiring financial institutions and creditors to implement identity theft prevention programs. The FTC finalized the Red Flags Rule in 2007 and compliance became mandatory for municipal utilities beginning in 2008–2009.

Under the Rule, municipal water and wastewater utilities are considered “creditors” because utility services are provided prior to billing. As a result, cities are required to adopt an Identity Theft Prevention Program tailored to the size, complexity, and nature of their utility operations.

While many Texas municipalities adopted Red Flags Rule programs during the 2008–2009 compliance period, Bellmead did not formally adopt such a program. Adoption of Section 22-14 will bring the City into compliance with federal regulatory requirements, establish uniform internal procedures for detection and mitigation of identity theft, and align the City with current industry best practices for utility operations and account management.

The Program includes required federal definitions, identification of relevant “red flags,” detection and response procedures, customer information protections, training and reporting requirements, service provider obligations, and an oversight and review structure.

FISCAL IMPACT / FUNDING SOURCE:

No direct fiscal impact. Program implementation will be handled within existing Finance and Utility Billing operations.

STAFF RECOMMENDATION:

Staff recommends adoption of Section 22-14, Identity Theft Prevention Program, as presented.

ATTACHMENT(S):

Ordinance 2026-01

ORDINANCE 2026-01

AN ORDINANCE BY THE CITY OF BELLMEAD, TEXAS, PROVIDING A NEW SECTION 14 TO ARTICLE 22, ESTABLISHING AN IDENTITY THEFT PREVENTION PROGRAM, TO SET OUT DEFINITIONS, POLICIES, AND PROCEDURES FOR IMPLEMENTATION OF THE IDENTITY THEFT PREVENTION PROGRAM; TO PROVIDE A REPEALING CLAUSE, TO PROVIDE A SAVINGS AND SEVERABILITY CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Federal Trade Commission adopted rules pertaining to an Identity Theft Prevention pursuant to the Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003, which requires that creditors adopt an Identity Theft Prevention Program; and

WHEREAS, the Red Flags Rule defines creditor to include all utility companies and the City owns and provides utility services and/or accepts payments for municipal utility services and is therefore classified as a creditor; and

WHEREAS, the City Council has reviewed the Program and believes it fulfills, complies and implements the Red Flags Rule and other requirements outlined by the Federal Trade Commission; and

WHEREAS, the City Council finds that it is in the public interest to approve the Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Implementation. All procedures and requirements of The Identity Theft Prevention Program shall be implemented.

Sec. 22-14. Identity theft prevention program.

- (a) *Program adoption.* The city developed this identity theft prevention program ("program") pursuant to the Federal Trade Commission's Red Flags Rule ("rule"), which implements section 114 of the Fair and Accurate Credit Transactions Act of 2003, 16 CFR Part 681. This program was developed for the water and sewer department of the city ("utility") with oversight and approval of the city council. After consideration of the size and complexity of the utility's operations and account systems, and the nature and scope of the utility's activities, the city council determined that this program was appropriate for the city's utility.
- (b) *Purpose and definitions.*
 - (1) *Establish an identity theft prevention program.* To establish an identity theft prevention program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the program in compliance with part 681 of Title 16 of the Code of Federal Regulations.
 - (2) *Establishing and fulfilling requirements of the red flags rule.*

-
- a. The red flags rule defines the term "identity theft" as fraud committed using the identifying information of another person and a red flag as a pattern, practice, or specific activity that indicates the possible existence of identity theft.
 - b. Under the rule, every financial institution and creditor is required to establish an identity theft prevention program tailored to its size, complexity and the nature of its operation. The program must contain reasonable policies and procedures to:
 1. Identify relevant red flags for new and existing covered accounts and incorporate those red flags into the program;
 2. Detect red flags that have been incorporated into the program;
 3. Respond appropriately to any red flags that are detected to prevent and mitigate identity theft; and
 4. Ensure the program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from identity theft.
 - (3) *Red flags.* Red flags rule definitions used in this program include the term "covered account." The term "covered account" means:
 - a. Any account the utility offers or maintains primarily for personal, family or household purposes, that involves multiple payments or transactions; and
 - b. Any other account the utility offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the utility from identity theft.
 - (4) *Creditors.* The rule defines creditors "to include finance companies, automobile dealers, mortgage brokers, utility companies, and telecommunications companies. Where nonprofit and government entities defer payment for goods or services, they, too, are to be considered creditors."
 - (5) *Identifying information.* Identifying information is defined under the rule as "any name or number that may be used, alone or in conjunction with any other information, to identify a specific person," including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.
 - (6) *Program.* The term "program" refers to the identity theft prevention program for the city.
 - (7) *Program administrator.* The finance director is the program administrator for the program.
 - (c) *Identification of red flags.* In order to identify relevant red flags, the utility considers the types of accounts that it offers and maintains, the methods it provides to open its accounts, the methods it provides to access its accounts, and its previous experiences with identity theft. The utility identifies the following red flags, in each of the listed categories:
 - (1) *Notifications and warnings from consumer credit reporting agencies.* Red flags from notifications and warnings from consumer credit reporting agencies include:
 - a. Report of fraud accompanying a consumer credit report;
 - b. Notice or report from a consumer credit agency of a credit freeze on a customer or applicant;
 - c. Notice or report from a consumer credit agency of an active duty alert for an applicant; and

-
- d. Indication from a consumer credit report of activity that is inconsistent with a customer's usual pattern or activity, including, but not limited to:
 - 1. Recent and significant increase in volume of inquiries;
 - 2. Unusual number of recent credit applications;
 - 3. A material change in use of credit;
 - 4. Accounts closed for cause or abuse.
- (2) *Suspicious documents.* Red flags from suspicious documents include:
- a. Identification document or card that appears to be forged, altered or inauthentic;
 - b. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
 - c. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
 - d. Application for service that appears to have been altered or forged.
- (3) *Suspicious personal identifying information.* Red flags from suspicious personal identifying information include:
- a. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates, lack of correlation between Social Security Number range and date of birth);
 - b. Identifying information presented that is inconsistent with other sources of information (for instance, Social Security Number or an address not matching an address on a credit report);
 - c. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
 - d. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
 - e. Social Security Number presented that is the same as one given by another customer;
 - f. An address or phone number presented that is the same as that of another person;
 - g. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law Social Security Numbers must not be required) or an applicant cannot provide information requested beyond what could commonly be found in a purse or wallet; and
 - h. A person's identifying information is not consistent with the information that is on file for the customer.
- (4) *Suspicious account activity or unusual use of account.* Red flags from suspicious account activity includes:
- a. Change of address for an account followed by a request to change the account holder's name;
 - b. Payments stop on an otherwise consistently up-to-date account;
 - c. Account used in a way that is not consistent with prior use (example: very high activity);
 - d. Mail sent to the account holder is repeatedly returned as undeliverable;

-
- e. Notice to the utility that a customer is not receiving mail sent by the utility;
 - f. Notice to the utility that an account has unauthorized activity;
 - g. Breach in the utility's computer system security; and
 - h. Unauthorized access to or use of customer account information.
- (5) *Alerts from others.* Red flags from alerts from others include notice to the utility from a customer, identity theft victim, fraud detection service, law enforcement or other person that it has opened or is maintaining a fraudulent account for a person engaged in identity theft.
- (d) *Detecting red flags.*
- (1) *New account.* In order to detect any of the red flags identified above associated with the opening of a new account, utility personnel will take the following steps to obtain and verify the identity of the person opening the account. Utility personnel will detect the following:
- a. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
 - b. Verify the customer's identity (for instance, review a driver's license or other identification card);
 - c. Review documentation showing the existence of a business entity,
 - d. Request additional documentation to establish identity; and
 - e. Independently contact the customer or business.
- (2) *Existing accounts.* In order to detect any of the red flags identified above for an existing account, utility personnel will take the following steps to monitor transactions with an account. Utility personnel will:
- a. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
 - b. Verify the validity of requests to close accounts or change billing addresses; and
 - c. Verify changes in banking information given for billing and payment purposes.
- (e) *Preventing and mitigating identity theft.* In the event utility personnel detect any identified red flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the red flag:
- (1) *Prevent and mitigate.*
- a. Continue to monitor an account for evidence of identity theft;
 - b. Contact the customer, sometimes through multiple methods;
 - c. Change any passwords or other security devices that permit access to accounts;
 - d. Not open a new account;
 - e. Close an existing account;
 - f. Reopen an account with a new number;
 - g. Notify the program administrator for determination of the appropriate step to take;
 - h. Notify law enforcement; or

-
- i. Determine that no response is warranted under the particular circumstances.
- (2) *Protect customer-identifying information.* In order to further prevent the likelihood of identity theft occurring with respect to utility accounts, the utility will take the following steps with respect to its internal operating procedures to protect customer identifying information:
- a. Ensure that its website is secure or provide clear notice that the website is not secure;
 - b. Where and when allowed, ensure complete and secure destruction of paper documents and computer files containing customer information;
 - c. Ensure that office computers are password protected and that computer screens lock after a set period of time;
 - d. Change passwords on office computers on a regular basis;
 - e. Ensure all computers are backed up properly and any backup information is secured;
 - f. Keep offices clear of papers containing customer information;
 - g. Request only the last four digits of social security numbers (if any);
 - h. Ensure computer virus protection is up to date; and
 - i. Require and keep only the kinds of customer information that are necessary for utility purposes.
- (f) *Program updates.* This program will be periodically reviewed and updated to reflect changes in risks to customers and the soundness of the utility from identity theft. At least annually, the program administrator will consider the utility's experiences with identity theft situation, changes in identity theft methods, changes in identity theft detection and prevention methods, changes in types of accounts the utility maintains and changes in the utility's business arrangements with other entities, consult with law enforcement authorities, and consult with other city personnel. After considering these factors, the program administrator will determine whether changes to the program, including the listing of red flags, are warranted. If warranted, the program administrator will update the program or present the city council with his recommended changes and the city council will make a determination of whether to accept, modify or reject those changes to the program.
- (g) *Program administration.*
- (1) *Oversight.* Responsibility for developing, implementing and updating this program lies with an identity theft committee for the utility. The committee is headed by a program administrator who may be the head of the utility or his appointee. Two or more other individuals appointed by the head of the utility or the program administrator comprise the remainder of the committee membership. The program administrator will be responsible for the program administration, for ensuring appropriate training of utility staff on the program, for reviewing any staff reports regarding the detection of red flags and the steps for preventing and mitigating identity theft, and determining which steps of prevention and mitigation should be taken in particular circumstances.
- (2) *Staff training and reports.*
- a. Initially, all utility staff shall be trained either by or under the direction of the program administrator in the detection of red flags, and the responsive steps to be taken when a red flag is detected. Thereafter, all utility staff shall undergo update training not less than annually. Additionally, all new utility employees shall undergo training.
 - b. All utility staff shall submit reports monthly concerning the utility's compliance with the program, the training that has been given and the effectiveness of the policies and

procedures in addressing the risk of identity theft, including recommendations for changes to the program. While incidents of identity theft are to be reported immediately to the program administrator, the monthly reports shall contain a recap of the incident and include the steps taken to assist with resolution of the incident.

- (3) *Service provider arrangements.* In the event the utility engages a service provider to perform an activity in connection with one or more accounts, including, but not limited to, franchise utility providers, the utility will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft:
- a. Require, by contract or contract amendment, that service providers have such policies and procedures in place; and
 - b. Require, by contract or contract amendment, that service providers review the utility's program and report any red flags to the program administrator.
- (4) *Specific program elements and confidentiality.* For the effectiveness of identity theft prevention programs, the red flag rule envisions a degree of confidentiality regarding the utility's specific practices relating to identity theft detection, prevention and mitigation. Therefore, under this program, knowledge of such specific practices are to be limited to the identity theft committee and those employees who need to know them for purposes of preventing identity theft. Because this program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the program's general red flag detection, implementation and prevention practices are listed in this document.

Section 3. All provisions of the Code of Ordinances of the City of Bellmead in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, and all other provisions of the Ordinances of the City of Bellmead not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Capt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on this 10th day of February 2026.

PASSED AND APPROVED on this 10th day of February 2026.

PASSED AND APPROVED on this ____ day of March 2026.

CITY OF BELLMEAD, TEXAS

_____,
Bryan Winget, Mayor

ATTEST:

_____,
Shannon Garcia, City Secretary

APPROVED AS TO FORM:

_____,
City Attorney



CITY COUNCIL MEMO

Prepared By: Fred Morris

Approval: Yousry Zakhary

Public Hearing on Carports

DESCRIPTION:

Hold a Public Hearing regarding an Ordinance amending the Code of Ordinances, Appendix A-Zoning, to remove restrictions on front-yard carports in R-1, R-1A, and R-2 zoning districts.

BACKGROUND:

Much discussion has previously occurred with the citizens and City Council concerning carports.

The zoning ordinance of the City of Bellmead was amended in 2002 to prohibit carports in the required 25' front yard setback in R-1, R-1-A and R-2. The reasoning for the restriction is unclear, as the minutes of the City Council meeting simply refer to the amendment as "housekeeping".

Beginning in 2024, surveys were conducted of citizens and council members but these did not yield clear sentiment either way. The Planning and Zoning Commission received a presentation on the carport ordinance in September 2025. The Commission discussed the survey information and regulations currently utilized by surrounding communities but did not take any formal action.

This change, as proposed, would repeal the previously adopted Ordinance 2002-001 that stated "no carport may be constructed on the front of any building" and remove this language from the use regulations in R-1. Removing the prohibition language will again allow front yard carports but they cannot be allowed without controls to protect the public and the neighborhood from bad design and poor-quality construction.

To provide a minimal level of protections, the R-1 district will be amended to add design criteria which will control structure location, size and construction. The standards will mandate an all-weather parking surface and limit a property to one (1) carport only. The same design standards are added to R-1A and R-2.

The Planning and Zoning Commission conducted a public hearing at their February 17, 2026 meeting.

STAFF RECOMMENDATION:

Conduct a Public Hearing in association with amending Appendix A – Zoning, repealing Ordinance 2002-001, Carport Ordinance, to remove restrictions on carport construction in R-1, R-1-A and R-2 zoning districts and amend Appendix A – Zoning, Section V, R-1 to add development standards for carport location and construction.

ATTACHMENTS:

Public Hearing Notice



CITY OF BELLMEAD PUBLIC NOTICE

Notice is hereby given that the City of Bellmead Planning and Zoning Commission and Bellmead City Council will conduct Public Hearings at Bellmead City Hall, 3015 Bellmead Dr., Bellmead, Texas, on the following dates:

- Planning and Zoning Commission Meeting – February 17, 2026, at 6:30 PM
- City Council Meeting – March 10, 2026, at 6:30 PM

The Public Hearings are to consider the following request:

CONSIDER AN ORDINANCE AMENDING THE CODE OF ORDINANCES, APPENDIX A-ZONING, TO REMOVE RESTRICTIONS ON FRONT YARD CARPORTS IN R-1, R-1A, AND R-2 ZONING DISTRICTS.

The city of Bellmead is holding a public hearing to provide the opportunity for community input and comment.

For questions or information regarding the requests, please contact the Bellmead Community Development Director at 254-799-2436, ext. 6120, or fmorris@bellmeadtx.gov.



Regular 03/10/2026
Item # 12
CCM/O 2026-02

CITY COUNCIL MEMORANDUM FOR ORDINANCE

Prepared By: Fred Morris

Approval: Yousry Zakhary

Carport Ordinance Amendment

DESCRIPTION:

Consider a memorandum/ordinance amending the zoning ordinance that would remove the prohibition of carports in front yards of R-1, R1-A, and R-2 zoned properties, and add appropriate development standards for new construction.

BACKGROUND:

Much discussion has previously occurred with the citizens and City Council concerning carports.

The zoning ordinance of the City of Bellmead was amended in 2002 to prohibit carports in the required 25' front yard setback in R-1, R-1-A and R-2. The reasoning for the restriction is unclear, as the minutes of the City Council meeting simply refer to "housekeeping". That ordinance is included as Attachment A.

Beginning in 2024, surveys concerning carports were conducted of citizens and council members but these did not yield clear sentiment either way. The matter has also been presented and discussed by the Planning and Zoning Commission in September 2025.

This change, as proposed, would repeal the previously adopted Ordinance 2002-001 that stated "no carport may be constructed on the front of any building" and remove this language from the use regulations in R-1. Removing the prohibition language will again allow front yard carports but they can not be allowed without controls to protect the public and the neighborhood from bad design and poor-quality construction.

To provide a minimal level of protections, the R-1 district will be amended to add design criteria which will control structure location, size and construction. The standards will mandate an all-weather parking surface and limit a property to one (1) carport only. The same design standards are added to R-1A and R-2.

There was discussion at the Planning and Zoning Commission related to the allowable construction materials for carports. The intent of the amendment is to insure safe and durable design and construction that can withstand wind and weather. This is consistent with the requirement to meet standard codes as adopted by the city and the requirements for permitting and inspections.

Regular 03/10/2026
Item # 12
CCM/O 2026-02

The Planning and Zoning Commission considered the item, conducted the required public hearing and voted unanimously to recommend to the City Council approval of the proposed amendment. The vote was 3-0 in favor of the amendment.

ATTACHMENT(S):

Ordinance 2026-02

CITY OF BELLMEAD
ORDINANCE NO.
2026-02

AN ORDINANCE OF THE CITY OF BELLMEAD, TEXAS, AMENDING APPENDIX A – ZONING OF THE CODE OF ORDINANCES; AMENDING SECTION V "R-1" ONE-FAMILY DWELLING DISTRICT TO ADD DEVELOPMENT STANDARDS FOR CARPORTS; AMENDING SECTION V-1 "R-1A" AND SECTION VI "R-2" TO REMOVE FRONT-YARD CARPORT RESTRICTIONS; REPEALING ORDINANCE 2002-001; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that regulating the construction and placement of carports is necessary to protect neighborhood character, ensure safe access, and prevent substandard, unsafe, or visually incompatible structures; and

WHEREAS, the Planning and Zoning Commission has reviewed the issue of front-yard carports and recommended adding minimum development and construction criteria to allow such improvements while protecting public safety and aesthetics; and

WHEREAS, the City Council desires to repeal outdated provisions and adopt clear standards consistent with current residential needs, community feedback, and building code practices.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD, TEXAS:

SECTION 1. Findings.

That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. Amendment to Section V ("R-1") – One-Family Dwelling District.

Appendix A – Zoning, Section V, R-1 adding development standards for carport location and construction of the Code of Ordinances of the City of Bellmead, Texas, is amended, to read as follows:

Section V. "R-1" One Family Dwelling District.

The following regulations shall apply to the "R-1" One Family Dwelling District:

- A. *Use regulations:* A building or premises shall be used only for the following purposes:

-
1. Single-family dwellings.
 2. Church (except temporary revival).
 3. School, public or private, having a curriculum equal to a public elementary, high school, or institution of higher learning.
 4. Public parks, playgrounds, golf courses (except miniature golf), public recreation, and community buildings.
 5. Municipal buildings, nonprofit libraries or museums, police and fire stations.
 6. Farms, nurseries, truck gardens, and greenhouses provided no sales office is maintained.
 7. Customary home occupations.
 8. Accessory buildings and accessory uses customarily incident to the above uses (not involving the conduct of a business) when located on the same lot, including a private garage for one or more cars, bona fide servants' quarters not for rent or used for commercial purposes.
 9. (Reserved).
 10. Beauty shop.
- B. *Height regulations:* No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height except as provided in Section XI hereof.
- C. *Area regulations:*
1. *Front yard.* The minimum front yard setback shall be twenty-five feet (25').
 2. *Side yards.* The minimum side yard setback shall be five feet (5').
 3. *Rear yard.* The minimum rear yard setback shall be thirty feet (30').
- D. *Intensity of use:* Every lot or tract of land having an area of not less than 7,700 sq. ft. and an average width of not less than seventy feet (70'), except that if a lot or tract should have less area or width than is herein required and its boundary lines along their entire length should touch lands under other ownership on the effective date of this ordinance and shall not have been changed since said date, such parcel of land may be used for a single family dwelling.
- E. *Additional use, height, and area regulations :* Additional use, height, and area regulations and exceptions are found in Section XI of this ordinance.

(Ord. of 9-10-63, § 1; Ord. No. 2001-001, § 1, 1-8-02; Ord. No. 2013-002 (5-14-13), § 1, 5-14-13; Ord. No. 2025-005, § 2, 6-10-2025)

Section V-C. Carport Development Standards – Applicable to R-1, R-1A, and R-2 Districts.

- A. Permit Required.
No carport shall be constructed or installed without first obtaining a building permit.
- B. Definitions.
- “All-weather surface” = concrete, asphalt, concrete pavers (not gravel).
 - “Open on all sides” = no walls or enclosures; support posts only.
 - “Visibility triangle” = sight-clearance triangle as defined in Section XI.
- C. Location.
- Minimum 10-foot setback from front property line (overhang included).
 - Minimum 5-foot setback from side property line.
 - No encroachment into public easements.

D. Safety & Traffic.

Carports shall not obstruct corner-lot visibility and must comply with Section XI.

E. Construction Standards.

- Structure shall remain open on all sides.
- Parking surface under carport must be all-weather.
- Must meet applicable ICC building & fire codes.
- Maximum width or depth = 24 feet.
- Only one (1) carport per dwelling unit permitted.

F. Non-Conforming.

Legal carports existing prior to adoption of this ordinance are legal non-conforming but may not be enlarged or rebuilt unless compliant with this section.

Section V-1. "R-1A" Duplex and Two-Family Dwelling District.

The following regulation shall apply to the "R-1A" Duplex and Two-Family Dwelling District.

A. *Use regulations:* A building or premises shall be used only for the following purposes:

1. Any use permitted in the "R-1" One-Family Dwelling District.
2. Duplex and Two-Family Dwellings.

B. **One (1) carport per dwelling unit is permitted within a required front yard subject to compliance with Section V-C.**

(Ord. of 7-7-81, § 1; Ord. No. 2001-001, § 1, 1-8-02)

Section VI. "R-2" Duplex and Apartment District.

The following regulations shall apply to the "R-2" Duplex and Apartment District:

A. *Use regulations:* A building or premises shall be used for the following purposes:

1. Any use permitted in the "R-1", One Family Dwelling District.
2. Two family or duplex dwellings.
3. Apartment houses or multiple family dwellings.
4. Boarding, lodging and rooming houses.
5. Hospitals, except tubercular, liquor, narcotic, insane, feeble-minded, or animal hospitals.
6. Private clubs, fraternities, sororities, and lodges, excepting those the chief activity of which is a service customarily carried on as a business.
7. Institutions of a religious, educational or philanthropic nature.
8. Short-term rentals.
9. Bed and breakfast.

B. *Height regulations:* No building shall exceed two and one-half (2½) stories or thirty-five (35) feet in height.

C. *Yard regulations:*

1. *[Front yard.]* There shall be a front yard along the front line of the lot. The minimum depth of such front yard shall be twenty-five (25) feet.

-
2. *Side yards.* There shall be a side yard on each side of a building of not less than ten (10) percent of the width of the lot, but such side yard need not exceed five (5) feet and shall not be less than four (4) feet.
 3. *Rear yard.* The depth of the rear yard shall be at least twenty-five (25) percent of the depth of the lot but such depth need not be more than twenty-five (25) feet.
- D. *Intensity of use:* Except as hereinafter provided, all dwellings hereafter erected, enlarged, relocated or reconstructed shall be located on lots containing the following areas:
1. A lot on which there is erected a single family dwelling shall contain an area of not less than 6,000 square feet.
 2. A lot on which there is erected a two family dwelling shall contain an area of not less than 6,000 square feet.
 3. A lot on which there is erected an apartment house or multiple family dwelling shall contain an area of not less than 1,800 square feet per dwelling unit.
 4. Where a lot or tract has less area than herein required and its boundary lines along their entire length touched lands under other ownership on the effective date of this ordinance and have not been changed, such parcel of land may be used for a single family dwelling.
- E. *Parking regulations:* Whenever a structure is erected, converted or structurally altered for a two family dwelling or a multiple family dwelling, one (1) parking space shall be provided and maintained on the lot for each dwelling unit in the building. Such parking space shall be on the lot and so arranged as to permit satisfactory ingress and egress of an automobile and such parking area shall be in addition to driveways.
- F. *Additional use, height and area regulations:* Additional use, height and area regulations and exceptions are found in Section XI herein.
- G. **One (1) carport per dwelling unit is permitted within a required front yard subject to compliance with Section V-C.**

(Ord. No. 2001-001, § 1, 1-8-02; Ord. No. 2021-003, § 9, 2-9-21)

Section 3. Cumulative Repealer Clause.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict. The remainder of such ordinances not in conflict herewith shall remain in full force and effect.

Section 4. Severability Clause.

If any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5. Savings Clause.

That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

Section 6. Effective Date.

This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

Section 7. Open Meetings Compliance.

It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by Chapter 551, Texas Government Code, and that public notice of the time, place, and subject of said meeting was given as required by law.

PASSED AND APPROVED ON FIRST READING _____.

PASSED AND APPROVED ON SECOND READING _____.

PASSED AND APPROVED ON THIRD READING _____.

Bryan Winget
Mayor

ATTEST:

City Secretary
Shannon Garcia

APPROVED AS TO FORM & LEGALITY:

City Attorney



Regular 03/10/2026

Item # 13

CCM/O 2026-03

CITY COUNCIL MEMORANDUM FOR ORDINANCE

Prepared By: Correy Harrison

Approval: Yousry Zakhary

Vehicle Towing and Impoundment Ordinance

DESCRIPTION:

Consider a memorandum/ordinance authorizing the establishment of an ordinance governing vehicle towing and impoundment to ensure clear operational standards, public protection, transparency, and fair practices. **First and Second Reading**

BACKGROUND:

The proposed ordinance is intended to provide clear and consistent standards for vehicle towing and impoundment. As towing practices and enforcement needs have evolved, concerns may arise related to non-consensual towing, fee transparency, consumer protections, and uniform enforcement procedures.

The proposed ordinance establishes a comprehensive framework to regulate vehicle towing and impoundment within the City. Its purpose is to define applicable standards and procedures, promote transparency and fair practices, protect the public, and support consistent enforcement in accordance with applicable law.

Adoption of this ordinance will clarify expectations for towing operators, property owners, and vehicle owners, while enhancing public safety and accountability.

FISCAL IMPACT / FUNDING SOURCE:

None

STAFF RECOMMENDATION:

Staff recommends approval of the proposed memorandum/ordinance establishing an ordinance for vehicle towing and impoundment in accordance with applicable TDLR guidelines.

ATTACHMENT(S):

Ordinance 2026-xx
Vehicle Towing, Impoundment, and Wrecker Rotation List

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE CITY OF BELLMEAD, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 13, ARTICLE IV - VII, RELATING TO NUISANCES, JUNKED, ABANDONED, AND WRECKED VEHICLES, TOWING, IMPOUNDMENT, STORAGE FACILITIES, WRECKER ROTATION LISTS, PERMIT REQUIREMENTS, AND ENFORCEMENT; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR OPEN MEETINGS COMPLIANCE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Bellmead is a Home-Rule municipality operating under its Charter and the laws of the State of Texas; and

WHEREAS, the City Council has determined that Chapter 13, Article IV-VII of the Code of Ordinances requires amendment and update to improve enforceability, incorporate towing and impoundment procedures, and align with current law; and

WHEREAS, the City Council finds that the amendments herein are necessary to protect the public health, safety, and welfare of residents and businesses;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLMEAD, TEXAS:

SECTION 1. Amendment.

Chapter 13, Article IV-VII of the Code of Ordinances is hereby amended, repealed, and restated in its entirety as written herein.

Chapter 13 NUISANCES¹

ARTICLE I. IN GENERAL

Sec. 13-1. Authority.

Pursuant to section 217.042 of the Texas Local Government code, the city hereby exercises its authority to define and prohibit nuisances within the city limits and within its extraterritorial jurisdiction and further adopts ordinances necessary to prevent and summarily abate and remove nuisances.

Secs. 13-2—13-19. Reserved.

ARTICLE II. TALL GRASS AND WEEDS

Sec. 13-20. Application of Article.

No person may allow weeds, grass or other vegetation to grow in excess of twelve (12) inches on property within the city limits.

Sec. 13-21. Vacant Urban Lots.

No person may allow weeds, grass, or other vegetation to grow in excess of twelve (12) inches on platted lots, either single or grouped, within developed areas of the city. Platted lots, either single or grouped, within developed areas of the city and lots or tracts, must be cleared of any brush.

Sec. 13-22. Vacant Undeveloped Properties.

No person may allow weeds, grass or other vegetation to grow in excess of twelve (12) inches on undeveloped properties of more than an acre in size in areas of the city which have not been fully developed. Undeveloped properties of more than an acre in size in areas of the city which have not been fully developed must be cleared of any brush within twenty (20) feet of any adjoining right-of-way or property line.

Sec. 13-23. Lots and Properties with Structures.

No person may allow weeds, grass or other vegetation to grow in excess of twelve (12) inches on lots or properties that have structures on them. Lots or properties that have structures on them must be cleared of all brush.

Sec. 13-24. Property Adjoining Public Right-of-Way.

Any right-of-way adjoining private property within the city must be maintained by the owner, occupant, lessee or person in control of such adjoining private property. Any growth of weeds and grass may not exceed twelve (12) inches in height, and all brush must be cleared from such right-of-way.

Sec. 13-25. Defense to Violations; Nature of Offense.

It shall be an affirmative defense to any violation of section 13-24 that the adjoining right-of-way had not been used by and is unusable by the owner, occupant, lessee or person in control of the adjoining private property.

Secs. 13-26—13-29. Reserved.

ARTICLE III. GARBAGE, JUNK AND LITTER

Sec. 13-30. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meaning ascribed to them in this section except where the context clearly indicates a different meaning.

Brush shall mean the cuttings or trimmings from trees, shrubs or lawns or similar materials.

Garbage shall mean solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

Hand bill shall mean any printed or written matter, any sampler or devise, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature.

Junk shall mean all worn out, worthless and discarded material, including odds and ends, old iron, steel or other metals, glass, and plastic.

Litter shall mean garbage, refuse, and rubbish and all other waste material which, if thrown or deposited as prohibited in this article, tends to create a danger to the public health, safety, and welfare, stifle economic development, create unsightly esthetics, or reduce property values.

Sec. 13-31. Declaration of Nuisance.

- (a) It shall be unlawful for any owner, lessee, occupant, or any person in charge of any premises in the city to allow brush, garbage, handbills, junk, or litter, as those terms are defined herein, to accumulate upon such premises to such an extent that:
 - (1) Is reasonably calculated to create a fire hazard,
 - (2) Is to be injurious to the health of the citizens of the city,
 - (3) Reduces the property values of adjacent and surrounding properties,
 - (4) Creates unsightly esthetics to the reasonable person, or
 - (5) Creates breeding and living places for insects and rodents as defined in article VI. This duty shall extend to any sidewalk or parkway abutting the property thereon.
- (b) Any violation of the subdivision is hereby declared to constitute a public nuisance and is subject to the enforcement and penalty provisions as defined in article X[V].

Secs. 13-32—13-39. Reserved.

ARTICLE IV. ~~STORAGE OF JUNKED, ABANDONED, DISABLED WRECKED, AND~~ RACING VEHICLES; VEHICLE PARTS AND RACING VEHICLES

Sec. 13-40. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned motor vehicle means a vehicle that is inoperable, over five (5) years old, and left unattended on public property more than forty-eight (48) hours; or remains illegally on public property more than forty-eight (48) hours, or remains on private property without the consent of the owner or person in control of the property more than forty-eight (48) hours; or is left unattended on the rights-of-way of any highway in this state in excess of forty-eight (48) hours, as defined by the Texas Transportation Code, Chapter 683.

Antique auto means a passenger car or truck at least thirty-five (35) years old.

Boundary shall mean the property line of the tract or lot upon which a particular use is being made.

Collector means the owner of one (1) or more antique or special interest vehicles who collects, purchases, acquires, trades or disposes of such vehicles or parts for the purpose of restoring or preserving them.

Demolisher means any person whose business is to convert a motor vehicle into scrap metal or otherwise dismantle or wreck motor vehicles.

Disabled vehicle shall mean a vehicle which, because of mechanical or body damage, cannot be operated on its own or is not properly licensed or registered.

Garage keeper means the owner or operator of a parking place, storage facility, or vehicle repair facility.

Junked vehicle means a self-propelled vehicle that does not have lawfully attached unexpired plates and valid inspection (if required), and is wrecked, dismantled, discarded, or inoperable more than 72 consecutive hours on public property or 30 consecutive days on private property.

Motor vehicle means a vehicle subject to registration under state law.

Police department means the Bellmead Police Department or other law enforcement agency with jurisdiction.

Screening device means wall or fence constructed of masonry, reinforced concrete, or other suitable permanent materials which does not contain openings constituting more than forty (40) square inches in each one (1) square foot of wall or fence surface, and the surface of such wall or fence shall constitute a visual barrier. All wall or fence openings shall be equipped with gates equal in height and screening characteristics to the wall or fence. All required screening walls shall be equally finished on both sides of the wall. All screening walls and fences shall be a minimum of six (6) feet in height but less than eight (8) feet in height.

Sightproof barrier shall mean either an enclosed building, opaque fence or some type of perennial plant or vegetation or combination of fencing and perennial plant or vegetation of a sufficient height that is so placed such that the items and materials governed in this article are screened from public view. Plans for the sightproof barrier, including a time schedule within which all plants or vegetation will be planted and/or construction completed, must be submitted to and approved by the building official. Any deviation from the approved plans without the prior written approval of the building official shall be a violation of this chapter. All plants or vegetation used for such a barrier must be maintained in a healthy condition and/or replaced when needed to maintain the sightproof character of the barrier. This sightproof barrier has no application to the nuisances declared in Articles II or III.

Special interest vehicle means a motor vehicle of any age, unmodified from original manufacturer's specifications, preserved because of historic interest.

Sec. 13-41. Exemptions.

This article shall not apply to:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard;
- (3) Unlicensed, operable or inoperable antique and special interest vehicles stored by a collector on his property, provided that the vehicles and the outdoor storage areas are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view by means of a fence, rapidly growing trees, shrubbery or other appropriate means.

Sec. 13-412. Junkyards, Wrecking Yards and Other Salvage Operations.

All junkyards, wrecking yards and salvage yards located within the city which:

- (1) Have a boundary along a roadway; or
- (2) Are within twenty-five (25) feet of property zoned for or used for residential or office purposes may only store, collect or otherwise keep disabled vehicles, scrap metals, parts and other materials within an enclosed building or within a storage area which has been erected along such boundary or sightproof barrier. Areas outside buildings and along the sightproof barrier must be kept clean of weeds, tall grass, garbage, junk and litter so as to comply with articles II and III.

Sec. 13-4~~23~~3. Storage of Vehicles and Parts.

Junkyards, salvage yards, service stations, auto repair facilities, including body shops, and used car lots may not park, store or keep, or allow to be parked, stored or kept upon any right-of-way, any vehicle or parts of any kind or condition. Additionally, disabled vehicles and parts being kept for repair or sale must be kept within an enclosed structure or within a storage area which has a sightproof barrier erected along any boundary along a roadway or within twenty-five (25) feet of property zoned for or used for residential or office purposes. Areas outside buildings and along the sightproof barrier must be kept clean of weeds, tall grass, garbage, junk and litter so as to comply with articles II and III.

Sec. 13-4~~34~~4. Other Repair Facilities.

Businesses which repair and service anything other than automobiles, including, but not limited to, lawn mowers, appliances and televisions, may not store materials used to repair such items, materials salvaged from such items, or items awaiting repair, except within an enclosed structure or within a storage area which has a sightproof barrier erected along any boundary along a street or highway or within twenty-five (25) feet of property zoned for or used for residential or office purposes. Areas outside of any building, and along the sightproof barrier must be kept clean of weeds, tall grass, garbage, junk and litter so as to comply with articles II and III.

Sec. 13-4~~45~~5. Racing Vehicles.

Any motor vehicle in operable condition that may not otherwise be defined as a junked vehicle, but which has been specifically adapted or constructed for racing or operation on privately-owned drag strips or raceways may be stored or parked on private property if:

- (1) Maintained in an orderly manner
- (2) Does not constitute a health hazard;
- (3) Is screened from ordinary public view by an adequate sightproof barrier as defined in section 13-40; and
- (4) Complies with other ordinances governing the ~~off-street~~off-street parking of vehicles.

Sec. 13-46. Enforcement Officer.

- (a) The provisions of this article shall be administered and enforced by the inspection department who, for the purposes of this article, shall be referred to as the enforcement officer. Such officer shall have the powers stated in Article V of the Texas Litter Abatement Act. Removal of vehicles or parts thereof from property may be made by any person authorized by the city council.
- (b) The enforcement officer may enter upon private property for the purposes specified in this article to examine vehicles or parts thereof, obtain information as to the identity of vehicles and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this article.

Sec. 13-47. Violations.

- (a) If the nuisance declared in this article is not removed and abated, and a hearing is not requested, within the ten-day period provided in section 10-36, a complaint shall be filed in the municipal court for violation of

maintaining a ~~public~~ public nuisance. If a person is found guilty of maintaining a public nuisance, he shall be guilty of a misdemeanor and the court shall order removal and abatement of the nuisance.

(b) The municipal court shall have authority to issue all orders necessary to enforce this article.

Sec. 13-48. Nuisance Declared.

Junked vehicles which are located in any place where they are visible from a public place or public right-of-way are detrimental to the safety and welfare of the general public, tending to reduce the value of private property, to invite vandalism, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, and are detrimental to the economic welfare of the city, by producing urban blight which is adverse to the maintenance and continuing development of the city are hereby declared to be a nuisance.

~~Secs. 13-45—13-49. Reserved.~~

ARTICLE V. ~~ENFORCEMENT, ABATEMENT, AND REMOVAL, AND DISPOSAL~~

Sec. 13-50. Notice of Violation.

An owner of property in the city that does not comply with any of the requirements set forth in sections 13-20, 13-21, 13-22, 13-23 or 13-24, 13-31, 13-41, 13-42, 13-43 or 13-44 may be given notice of said violation and given ten (10) days to comply with the requirements.

- (1) The notice may be given:
 - a. Personally to the owner in writing;
 - b. By letter addressed to the owner at the owner's address as recorded in the McLennan County Appraisal District Records; or
 - c. If personal service cannot be obtained or the owner's post office address is unknown:
 1. By publication in the official newspaper of the city at least once within ten (10) consecutive dates;
 2. By posting the notice on or near the front door of each building on the property to which the violation relates; or
 3. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates.
- (2) The notice, if given, will contain:
 - a. An identification of the property;
 - b. A description of the violation that is present on the property;
 - c. A statement that if the owner commits another violation of the same kind or nature on or before the first anniversary of the date of the notice, and the city has not been informed in writing by the owner of an ownership change, the city without further notice may correct the violation at the owner's expense and assess the expense against the property; and
 - d. A statement that if the owner of the property in the city does not comply with the requirements within ten (10) days after receiving the notice of violation the city will either:
 1. Refer the property to municipal court for criminal prosecution as stated in section 13-63; or

2. Abate the nuisance as stated in section 13-51 or section 13-52.

Sec. 13-51. Abatement by City.

- (a) If an owner or person in charge of the premises fails to comply with this article, and allows a nuisance to be created, such nuisance may be abated by the city. The expense incurred in abating such nuisance shall be charged against the property and a lien created for the amount of such charges, including salary and wages of all employees and reasonable charges for machinery, tools and vehicles used, and any filing fees. Such lien shall be set forth in a statement of the expenses incurred, signed by ~~the city~~ the city manager or their designee, and filed in the county deed records in accordance with V.T.C.A., Health and Safety Code § 342.007 et seq. Interest shall accrue on the lien at the rate of ten (10) percent per annum, beginning on the date that work by the city is completed. Payment of all liens created in accordance with the article shall be made to the city. For payments made subsequent to the filing of a lien with the county clerk, an appropriate release will be prepared and the city manager is hereby authorized to sign all such releases for the city.
- (b) Suit may be filed by the city for collection of any lien so created and foreclosure had in the name of the city. The statement of the mayor or city health authority shall be prima facie proof of the amount of money expended to abate any accumulation of trash or rubbish that constitutes a public nuisance.

Sec. 13-52. Abatement of Tall Grass and Weeds, Without Notice.

- (a) The city may abate, without notice, weeds, grass, and other vegetation:
 - (1) That have grown higher than forty-eight (48) inches; and
 - (2) Are an immediate danger to the health, life or safety of any person.
- (b) Not later than the tenth (10th) day after the date the city abates weeds, grass or other vegetation pursuant to section 13-52, the city will give notice to the property owner of the abatement.
 - (1) The notice will be given in the manner required by section 13-50; and
 - (2) The notice will contain:
 - a. An identification, which is not required to be a legal description of the property;
 - b. A description of the violation of the ordinance that occurred on the property;
 - c. A statement that the city abated the weeds, grass, or other vegetation; and
 - d. An explanation of the property owner's right to request a hearing about the city's abatement.
- (c) The Municipal Court of Record for the City of Bellmead will conduct a public hearing on the city's abatement of the weeds, grass, or other vegetation pursuant to subsection (a) if, not later than the thirtieth (30th) day after the date of the abatement, the property owner files with the city a written request for a hearing. The Municipal Court of Record for the City of Bellmead will conduct a public hearing not later than the twentieth (20th) day after the date a request for a hearing is filed in accordance with V.T.C.A. Health and Safety Code § 342.008(d) and (e). The property owner may testify or present any witnesses or written information relating to the city's abatement.
- (d) The Municipal Court of Record for the City of Bellmead may assess expenses and create liens under this section as the city assesses expenses and creates liens under section 13-61, with such lien subject to the same conditions as a lien created under section 13-61 in accordance with V.T.C.A. Health and Safety Code § 342.008 (f).

Sec. 13-53. Actions before Municipal Court.

In addition to or in lieu of the notice described in section 13-50, any person who violates article II (tall grass and weeds), article III (garbage, junk and litter) or article IV (storage of disabled vehicles, parts and racing vehicles) may be issued a citation by the city requiring that the person appear before the municipal court within ten (10)

days. Failure to appear before the court within that ten (10) day period shall be a separate offense under this chapter. It shall not be a defense to any action initiated by a citation that a prior notice was not issued.

In addition to or in lieu of the notice of the citation described above, where a person violates any provision of articles II, III or IV, a summons may be issued through the municipal court requiring that such person appear before the court at a specific time in regard to that violation. It shall not be a defense to any action initiated by a summons that a prior notice or citation was not issued.

Sec. 13-54. Penalty.

- (a) A person commits an offense if that person creates, cause or allows to be created or caused a public nuisance as set forth herein. Each separate occurrence and each separate day of the commission of the offense is a separate offense under this section. A person who commits an offense hereunder shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each such offense.
- (b) If it is shown at the trial of the defendant that the defendant has been previously convicted of an offense under article II, article III or article IV, the defendant may be punishable by a fine of not less than two hundred dollars \$200.00 or more than one thousand dollars (\$1,000.00).
- (c) Notwithstanding subsections (a) and (b), the penalty for the violation of any defined nuisance herein that governs fire safety, public health or sanitation, including dumping of refuse, may not exceed two thousand dollars (\$2,000.00).

Secs. 13-55—13-59. Reserved.

~~Sec. 13-60. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.~~

~~*Antique auto* means a passenger car or truck that is at least twenty-five (25) years old.~~

~~*Junked vehicle* means a vehicle that is self-propelled and:~~

~~(1) — Does not have lawfully attached to it:~~

~~(a) — An unexpired license plate; or~~

~~(b) — A valid motor vehicles' inspection certificate; and~~

~~(2) — Is:~~

~~(a) — Wrecked, dismantled or partially dismantled, or discarded; or~~

~~(b) — Inoperable and has remained inoperable for more than:~~

~~(i) — Seventy-two (72) consecutive hours, if the vehicle is on public property; or~~

~~(ii) — Thirty (30) consecutive days, if the vehicle is on private property.~~

~~*Motor vehicle collector* means a person who:~~

~~(1) — Owns one (1) or more antique or special interest vehicles;~~

~~(2) — Acquires, collects or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.~~

~~*Special interest vehicle* means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.~~

~~{Ord. No. 05-001, § 1, 2-8-05}~~

~~Sec. 13-61. Enforcement generally.~~

~~The city manager and his designees are authorized to administer the provisions of this article and may enter upon private property to examine vehicles or parts thereof, obtain information as to the identity of vehicles or parts thereof, and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this article. The municipal court shall have authority to issue all orders necessary to enforce this article.~~

~~{Ord. No. 05-001, § 1, 2-8-05}~~

~~Sec. 13-62. Junked vehicle declared to be public nuisance.~~

~~A junked vehicle that is located within the city in a place where it is visible at any time of the year from a public or private place or public right-of-way:~~

- ~~(1) — Is detrimental to the safety and welfare of the public;~~
- ~~(2) — Tends to reduce the value of private property;~~
- ~~(3) — Invites vandalism;~~
- ~~(4) — Creates a fire hazard;~~
- ~~(5) — Is an attractive nuisance creating a hazard to the health and safety of minors;~~
- ~~(6) — Produces urban blight adverse to the maintenance and continuing development of municipalities; and~~
- ~~(7) — Is a public nuisance.~~

~~{Ord. No. 05-001, § 1, 2-8-05}~~

Sec. 13-63. Notice Requirements.

- (a) The procedures for the abatement and removal of a public nuisance under this subchapter must provide not less than ten (10) days notice of the nature of the nuisance. The notice must be personally delivered or sent by certified mail with a five (5) day return requested to:
 - (1) The last known registered owner of the nuisance;
 - (2) Each lienholder of record of the nuisance; and
 - (3) The owner or occupant of:
 - (A) The property on which the nuisance is located; or
 - (B) If the nuisance is located on a public right-of-way, the property adjacent to the right-of-way.
- (b) The notice must state that:
 - (1) The nuisance must be abated and removed not later than the 10th day after the date on which the notice was personally delivered or mailed; and
 - (2) Any request for a hearing must be made before that ten (10) day period expires.
- (c) If the post office address of the last known registered owner of the nuisance is unknown, notice may be placed on the nuisance or, if the owner is located, personally delivered.
- (d) If notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

~~Sec. 13-64. Inapplicability of ordinance.~~

~~(a) Procedures adopted herein may not apply to a vehicle or vehicle part:~~

- ~~(1) That is completely enclosed in a building in a lawful manner and is not visible from the street or private property; or~~
- ~~(2) That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - ~~(A) Maintained in an orderly manner;~~
 - ~~(B) Not a health hazard; and~~
 - ~~(C) Screened from ordinary public view by an appropriate sightproof barrier, including a fence, rapidly growing trees or shrubbery, as defined in more detail in section 13-40.~~~~

Sec. 13-65. Hearing.

If a request for a hearing is made by a person served with a notice pursuant to the provisions of this article within ten (10) days of the service of the notice, the judge of the municipal court shall hold the hearing. If after reviewing the evidence presented at the hearing the judge determines that the vehicle or vehicle part is a public nuisance, he shall enter an order requiring removal of the vehicle or vehicle part. The order must include a description of the vehicle and the correct identification number and license number of the vehicle if the information is available at the site.

Sec. 13-66. Disposal of Junked Motor Vehicle; Administration.

Junked motor vehicles not removed as required by this article shall be removed by the city manager, or his duly authorized agent. A junked motor vehicle which has been removed under this article shall not be reconstructed or made operable. Within five (5) days after the date of removal, notice shall be given to the state department of highways and public transportation identifying the vehicle or part thereof so the department may cancel the certificate of title to the vehicle. Motor vehicles removed under this article shall be disposed of in accordance with law.

Sec. 13-67. Penalty.

Unless stated otherwise, violations of this article shall be punished as provided in section 1-8.

Secs. 13-68—13-69. Reserved.

ARTICLE VI. RODENT CONTROL

Sec. 13-70. Purpose.

The purpose of this article is the control and reduction of rodents within the city through the modification and elimination of conditions which allow for the continued reproduction, colonization, and existence of rodents.

Sec. 13-71. Definitions.

Building means any structure, whether public or private, that is for a residential, office, commercial or industrial use.

Burrow means a below ground nest or harborage for rodents.

Debris means the worthless remains that result from the destruction or breaking down of anything.

Director means the Director of the McLennan County Public Health District. The terms also mean the authorized representative of the director.

Enforcement officer shall mean director or a designated representative. The term also means a law enforcement officer, code enforcement officer, and/or any representative under the City of Bellmead city manager.

Evidence of rodents means the natural presence of rodent runs, burrows, fecal droppings, rub marks, gnaw marks, tail drag marks, tracks or other signs which may be associated with the presence of rodents, as well as the visual sighting, hearing, smelling, or otherwise sensing of the presence of rodents.

Harborage means any place which provides shelter or protection for rodents, thus favoring their reproduction, presence, or continued existence on the premises.

Occupant means the person who has the use of or occupies any building or any part thereof or who has the use or possession, actual or constructive, of the premises, whether the actual owner or tenant. In the case of vacant buildings or vacant portions of a business building, or in case of occupancy in whole or in part by the owner, the owner of the building shall be deemed to be and shall have the responsibility of an occupant of such building.

Opening means any opening in the foundation, sides of walls, ground or first floor, basement, chimneys, eaves, grills, windows, ventilators, walk grates, elevators of a building, and any pipes, wires, or other installations through which a rodent may enter.

Owner means the person owning the building or premises.

Person means individuals, firms, partnership, associations, public or private institutions, municipalities, political subdivisions of the State of Texas, governmental agencies, and public or private corporations.

Premises means a parcel or real property, including all buildings located thereon.

Rodent means rats and mice in the order Rodentia. This shall include, but is not limited to, rats and mice belonging to the family Muridae (which includes the Norway rat, roof rat, and house mouse) and belonging to the family Cricetidae (which includes the deer mouse, the white footed mouse, and the cotton rat).

Rodent eradication means the elimination or extermination of rodents from premises and from rodent harborages of any kind by measures such as baiting, fumigation, or trapping and, where necessary, rodent proofing such that the premises and rodent harborages are completely freed of rodents, and there is no evidence of rodent infestation remaining.

Rodent proof container shall mean a garbage can or other container reasonably impervious to rodents.

Rodent proofing means to prevent the ingress of rodents into buildings from the exterior or from one building to another. It consists of the closing, with material impervious to rodent gnawing, or all openings in the exterior walls, ground or first floors, basements, roofs, and foundations that may be reached by rodents from the ground by climbing or by burrowing.

Rodent tight condition of sewers means the condition achieved by the construction and maintenance of sewer lines, manholes, and all other parts of the sewer system in such a manner as to prevent rodents from exiting through openings or breaks.

Refuse means material rejected or thrown aside as worthless.

Rub mark means a dark, sometimes greasy mark formed from contact by the rodent's body.

Run means a narrow pathway of beaten earth and vegetation swept clear of debris by the frequent travel of a rodent.

Trash means any accumulation of waste materials no longer of any use, including, but not limited to paper, sweepings, dust, rags, bottles, cans, or cardboard.

Sec. 13-72. General Provisions.

All premises within the city shall be free of rodents and maintained in a rodent-free condition. Rodent harborages shall be eliminated, buildings shall be maintained in a rodent-proof condition, foods and foodstuffs shall be stored and handled to be inaccessible to rodents, and, where rodent infestation is evident, effective measures of rodent eradication shall be instigated by the occupant of the premises or in the absence of an occupant, by the owner.

Sec. 13-73. Storage and Handling of Food and Foodstuffs.

All food for human consumption and feed for animals and fowl shall be stored in rodent-free and rodent-proof containers, compartments, or rooms unless stored in a rodent-free and rodent-proof building. Feed for animals and fowl shall not be left on the ground, on the floor or left in feed pans, trough, and other feeder containers any longer than necessary to feed the animals and fowl unless such feeder equipment is made inaccessible to rodents. Foods for human consumption shall not be left on floors, counters, or otherwise exposed to provide food for rodents. When feeding birds, the feed should be kept at all times on raised platforms which are made inaccessible to rodents. Bird food shall not be placed on the ground when there is evidence of rodents on the premises or on nearby premises.

Sec. 13-74. Storage and Disposal of Garbage, Refuse, and Debris.

No person shall place, leave, dump, or permit to accumulate any garbage, refuse, debris, or trash on any premises, alley, or roadway, to afford food or harborage for rodents. All garbage, including dead animals, shall be placed, and stored in rodent-proof containers until collected.

Sec. 13-75. Rodent Harborage.

- (a) Conditions which provide rodent harborage shall not exist on any premises. No person shall accumulate or permit the accumulation of boxes, bottles, cans, containers, junk appliances, or other similar objects which afford rodent harborage.
- (b) When there is evidence of rodents upon premises, the following persons shall be jointly and severally responsible to remove from such premises objects of the type described in the immediately foregoing paragraph, upon request of the enforcement officer:
 - (1) The person who placed such objects upon the premises; and,
 - (2) The occupant of the premises, if the objects are in or on a part of the premises which the occupant occupies or controls; and,
 - (3) The owner of the premises if the owner leased the part of the premises containing such objects with such objects upon the premises, or the objects are in or on a part of the premises which are vacant or occupied by the owner, or the objects are upon a part of the premises which the owner maintains or controls even though the premises are occupied by another.
- (c) When there is evidence of rodents in and around useful materials, such as firewood, lumber, or building material, indicating the presence of a rodent harborage, and the enforcement officer requests, the owner of such useful material shall store them at least fifteen (15) inches above ground.

Sec. 13-75. Rodent Proofing.

- (a) The owner of any building shall be responsible to rodent-proof that building when evidence of rodents exists in, under, or around said building, and the enforcement officer gives notice to the owner or to the owner's rental agent for the building of said condition. Nothing contained in the foregoing sentence shall bar any right of action the owner of the building may have against the lessee for breach of the lease, but the owner may not plead the terms of any such lease in bar of the owner's responsibility set forth in the foregoing sentence. Methods and materials used for rodent-proofing shall be sufficient to stop the ingress of rodents into buildings from the exterior and from one building to another.

- (b) All buildings shall be maintained free of rodents and in a rodent-free condition.
 - (1) It shall be the responsibility of each and every occupant of a building to maintain that portion of the building which he or she occupies or controls free of rodents and in a rodent-free condition. It shall be an affirmative defense that the occupant has provided the enforcement officer with a current lease agreement with the owner clearly showing that the owner has responsibility for the repairs required to maintain the building in a rodent-free condition.
 - (2) It shall be the responsibility of the owner of a building to maintain free of rodents and in rodent-free condition the unoccupied parts of his or her building, the parts of such building over which a non-owner occupant does not exert control, and the parts of such building which any lease or agreement makes the owner responsible for maintaining.

Sec. 13-76. Failure to Restore Rodent Proofing Materials—New Opens to be Sealed.

No person shall remove rodent-proofing from any building for any purpose and fail immediately thereafter to restore the same in a rodent-proof condition or to make any new openings that are not immediately thereafter closed or sealed against the entrance of rodents.

Sec. 13-77. Entry for Inspection and Notice by Enforcement Officer.

- (a) The enforcement officer shall have the right of entry upon any premises where entry is necessary to carry out the provisions of this article. If consent for entry is not given or obtained, an administrative search and inspection warrant shall be obtained. If an imminent hazard exists, no warrant is required for entry upon the premises.
- (b) The enforcement officer shall give notice in writing that generally identifies the problem observed and states the number of days within which the problem must be corrected. The enforcement officer shall normally allow at least seven (7) calendar days for a problem to be corrected. However, if the problem presents an imminent health hazard to persons occupying or using the building, that time may be reduced.
- (c) If the occupant, owner, or other responsible person receiving said notice needs additional time to correct the problem, at least three (3) days before the end of the time period stated in the notice, he or she must file a written request with the enforcement officer explaining why additional time is needed, stating the amount of time needed, and providing a mailing address and telephone number or email address where he or she may be reached. The enforcement officer may deny the request or allow a different number of additional days. The decision may be made by telephone or email followed by delivery of a written notice of the enforcement officer's decision delivered to the person filing the request either by hand delivery or by mail.

Sec. 13-78. Health Department Action.

Where the existence of a rodent population presents an imminent threat to the health of the community, the director is authorized to take action to enforce this article. The director may notify the owner, occupant, or other person responsible for the conditions of actions required to eliminate rodent harborage or other conditions that allow continued reproduction and colonization by rodents. Failure to comply with said notice within forty-eight (48) hours of receiving said notice shall constitute a violation of this article.

Sec. 13-79. Notice.

Whenever this article provides for notice to be given to a person according to section 13-50, Notice of violation.

Sec. 13-80. Penalties.

Any person who violates any provision of this article shall be guilty of a class C misdemeanor. Each day the violation exists shall be a separate violation.

ARTICLE VII. VEHICLE TOWING, IMPOUNDMENT, AND WRECKER ROTATION LIST

DIVISION 2. GENERAL

Sec. 13-90. Definitions.

For the purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given herein:

Hook-up shall mean the completed connection of chain hooks or the tie-down of wheels to a wheel lift, completing the connection of the tow truck to the vehicle to be towed, not to include the actual lifting of the vehicle to be towed.

Incident management tow means any tow of a vehicle in which the tow truck is summoned because of a traffic accident or to an incident.

Non-consent tow means any tow of any vehicle that is not a consent tow including an incident management tow or a private property tow.

Owner means a person:

- (1) Named as the purchaser or transferee in the certificate of title issued for the vehicle under V.T.C.A., Transportation Code, ch. 501.
- (2) In whose name the vehicle is registered under V.T.C.A., Transportation Code, ch. 502, or a member of the person's immediate family;
- (3) Who holds the vehicle through a lease agreement;
- (4) Who is an unrecorded lien holder entitled to possess the vehicle under the terms of a chattel mortgage; or
- (5) Who is a lien holder holding an affidavit of repossession and entitled to repossess the vehicle.

Repossession means a tow made by, or on behalf of a lien holder taking possession of collateral.

Rotation list means the list prepared in accordance with the provisions of this chapter, of tow companies which have applied and qualified to appear thereon, and which maintain inspected tow trucks of a capacity required to be on said list.

Tow service means a person engaged in the business of the wrecker or towing service, whereby motor vehicles are towed or otherwise removed at the direction of officers of the city police department by the use of a wrecker or motor vehicle designed for that purpose.

Vehicle means every device in, upon, or by which any person or property is or may be transported on a public roadway. The term includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle storage facility means a garage, parking lot, or any type of facility other than a governmental facility for storing or parking ten (10) or more vehicles.

Wrecker means a vehicle properly permitted to recover, haul, or transport any other vehicle, trailer, or motorcycle not capable of propelling itself in a safe manner. It shall have the same meaning as "tow truck."

Wrecked motor vehicle means a motor vehicle not capable of, or safe for, self-propulsion.

Sec. 13-91. Police Rotation List.

The chief of police is hereby authorized to establish a rotation list of tow services desiring to provide towing and storage services upon request of police officers. No more than five (5) wrecker companies shall be authorized to be placed on the rotation list. Wreckers and vehicle storage facilities which desire to be placed upon and remain on a rotation list shall comply with the requirements of all applicable state laws and administrative rules regulating tow trucks and vehicle storage facilities. A permit may be issued to wreckers and storage services found in compliance of this article for a period of one (1) year.

Response Time Requirements. As a condition of placement on and continued participation in the police department's wrecker rotation list, each approved wrecker company shall be capable of responding to the scene within twenty-five minutes of notification by the police department for light-duty tows. Medium-duty and heavy-duty towing and recovery services are exempt from the twenty-five (25) minute response requirement; however, such services shall be required to respond within a reasonable time under the circumstances, taking into consideration the nature of the incident, availability of equipment, traffic conditions, and safety considerations. Failure to meet response time requirements may result in suspension or removal from the rotation list in accordance with this ordinance.

Sec. 13-92. Selection of Tow Services During Police Investigations.

In all police-initiated towing of vehicles except for emergencies and arrests, the operator of the vehicles, if present and not incapacitated, has the right to select a tow service of their choice to perform the service, if permitted by the city to perform wrecker services. If the operator of the vehicle to be towed is not present or is incapacitated or has no preference as to any towing services, the police officer ordering the tow shall request that the towing service be performed by the tow service first on the rotation list maintained in the police communications center. When emergency circumstances exist which require the immediate removal of the vehicle from the roadway, the police officer may request towing services from any tow service nearest to the scene regardless of the rotation list. A police officer may also request towing service from any company operating large cranes or other heavy equipment if same is necessary to remove traffic obstructions involving large trucks, heavy equipment, or debris.

Sec. 13-93. Towing and Impounding Vehicles.

- (a) The police department or any officer thereof may, at his discretion, order any vehicle parked in violation of any provision of this code or any state or federal law to be removed by a tow service. The fees for the towing and impoundment of any vehicle ordered moved by the police department shall be paid by the owner of the vehicle.
- (b) If a vehicle has been moved and placed in a storage facility without consent of the owner, the owner is entitled to a hearing to determine whether or not probable cause existed for removal and placement of the vehicle. A hearing under this article must be requested in writing within six (6) days of notification to the owner and shall be before the municipal judge. ~~or justice of the peace in whose jurisdiction the storage facility is located.~~

Sec. 13-94. Authority for Non-Consent Tow.

- (a) A police officer is authorized to remove or cause the removal of a vehicle or other property of any description from a street to a vehicle storage facility when:
 - (1) An officer arrests any person driving or in control of a vehicle for an alleged offense and the officer is by law required to take the person arrested before a magistrate;
 - (2) The vehicle is in an ~~accident~~ crash and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code, ch. 601, as amended; or

- (3) The vehicle is stopped by a police officer for an alleged violation of a city or state traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle's owner or operator fails to show evidence of financial responsibility as required under V.T.C.A., Transportation Code, ch. 601, as amended; or
- (4) The vehicle is abandoned as defined in V.T.C.A., Transportation Code, ch. 683, as amended; or
- (5) The vehicle or other property is standing, parked, or stopped in any portion of a street, alley, right-of-way, or other public place, and the officer has reason to believe that the vehicle or other property constitutes a hazard or interferes with the safety of life or property.

Sec. 13-95. Towing Fee and Study.

- (a) The police department will biannually conduct a towing fee study to establish the fee schedule for all non-consent and incident management tows to determine the fair value of towing services. The study will be done by a designee of the chief of police and reviewed by the chief of police and the city manager.
- (b) Permissible fees allowed for towing services shall include:
 - (1) Towing fee;
 - (2) Winching/Overtown fee;
 - (3) Dolly use;
 - (4) Deep-water recovery;
 - (5) Storage fee;
 - (6) Cleanup fee for large debris;
 - (7) Waiting fee;
 - (8) Fuel surcharge;
 - (9) Driveshaft removal fee;
 - (10) Charges for specialized equipment needed for towing or cleanup.
 - (11) Government Fee. The city hereby imposes a government fee to be assessed on each incident management tow or non-consent tow conducted at the request of the police department. The governmental fee shall be collected by the wrecker company at the time services are rendered and shall be remitted to the city on a monthly basis. The amount of the governmental fee shall be established and set forth in the city's adopted fine and fee schedule, as amended from time to time. This governmental fee is separate and distinct from any towing, recovery, storage, or related charges regulated by the Texas Department of Licensing and Regulation (TDLR) and shall be considered part of the charges and itemized in the bill as a government fee. Payment of the government fee to the city shall be due no later than the end of the month for all applicable tows conducted during that month.
- (c) The chief of police shall provide a copy of the towing fee schedule on file in the city clerk's office to each permitted tow service and shall display it in the public area of the police building. Each tow service shall have a copy of the fee schedule prominently displayed in the office area of their business and shall provide a copy of the schedule to the owner of a towed vehicle upon request.

Sec. 13-96. Notice to Owner and Lien Holders.

- (a) After a motor vehicle or other property is impounded, the storage facility shall send notice not later than the 10th day after the date thereof, by certified mail, to the last-known registered owner of the motor vehicle or other property, and all lien holders recorded under V.T.C.A., Transportation Code, ch. 501, as amended, or

V.T.C.A., Parks and Wildlife Code, ch. 31, as amended, that the vehicle or other property has been taken into custody.

(b) The notice under subsection (a) must:

- (1) Specify the year, make, model and identification number of the impounded motor vehicle or other property, if applicable;
- (2) Give the location of the facility where the motor vehicle or other property is being held;
- (3) Inform the owner and any lien holders of the right to claim the motor vehicle or other property not later than the twentieth (20th) day after the date of the notice upon payment of all towing, preservation, storage, notice and publication fees; and
- (4) State that the failure of the owner or lien holders to exercise their right to claim the vehicle or other property within the time provided shall be deemed a waiver by the owner and all lien holders of all right, title, and interest in the vehicle or other property and their consent to the sale of the vehicle or other property at a public auction.

(c) If the identity of the last-registered owner cannot be determined, or if the registration contains no address for the owner; or if it is impossible to determine with reasonable certainty the identity and addresses of all lien holders, notice by publication in one (1) newspaper of general circulation in the area where the vehicle or other property was impounded shall be sufficient to meet all requirements of notice pursuant to this section.

(d) Notice by publication under subsection (c):

- (1) May contain multiple listings of impounded vehicles or other property;
- (2) Must be published within the time requirements prescribed for notice under subsection (a); and
- (3) Must contain the same contents required for notice under subsection (b).

Sec. 13-98. Claim of Impounded Vehicle or Other Property.

(a) To claim an impounded vehicle or other property, satisfactory evidence of ownership or right of possession and proof of financial responsibility as required under V.T.C.A., Transportation Code, ch. 601, as amended, must be presented to the place of storage.

(b) The requirement to provide proof of financial responsibility may be waived by the impounding facility if, after satisfactory evidence of ownership or right of possession has been presented, the owner or individual claiming right of possession:

- (1) Provides an affidavit showing no intent to operate the motor vehicle until proof of financial responsibility can be attained; and
- (2) The vehicle is towed or carried from the impound facility by a licensed tow operator authorized to conduct operations from an impoundment facility.

Sec. 13-99. Duties of Police Rotation List Tow Services.

(a) Tow services shall maintain towing equipment which is adequate to perform such towing services in a reasonably workmanlike manner and proper equipment to tow vehicles in such a manner as to minimize any damage to tow vehicles.

(b) Any catastrophic cleanup or cleanup requiring the use of leased, rented, or specialized equipment will be itemized on the tow service bill and become the responsibility of the vehicle or property owner.

(c) No tow service shall arrive at the scene of the police investigation as a result of monitoring or intercepting police calls by radio or other device.

- (d) Any tow service operating under this article must keep and maintain, for two (2) years from the date of towing, all records relating to the towing or storage of each vehicle as required by the Texas Vehicle Storage Facility Act (Article 6687-9a V.T.C.S).
- (e) Any motor vehicles towed must be stored in a yard with adequate security against intruders and must be lighted at night to facilitate visual inspection of vehicles released at night in accordance with requirements of the Texas Vehicle Storage Facility Act.
- (f) Storage facilities must comply with all state law concerning the facilities and sign postings, in accordance with Texas Vehicle Storage Facility Act and have a valid permit from the City of Bellmead.
- (g) The person operating any tow service shall make every reasonable effort to minimize damage to towed and stored vehicles. Where appropriate, such reasonable effort shall include, but shall not be limited to:
 - (1) Use of a dolly or carriage for towing;
 - (2) Disconnection of the drive shaft;
 - (3) Release of brakes; or
 - (4) Towing at a reasonable speed.
- (h) No towed vehicle may be dismantled, have parts removed, or tires deflated, except as necessary for towing.
- (i) The bill for towing and storage of any vehicle shall be itemized to reflect services performed, labor, or other materials required, and any storage or other charges including a government fee in accordance with the towing fee schedule.
- (j) Tow companies shall notify consumers and recipients of services of all information required for the purpose of directing complaints to the state department of licensing and regulations, as required by the Texas Vehicle Storage Facility Act.
- (k) Tow services shall maintain appropriate permits, valid certificates of registration, and tow license plates for all tow vehicles, and a valid license to operate storage facility as required by the state department of licensing and regulation.
- (l) The tow service representative must have approval from the requesting officer prior to leaving the scene, to ensure no further cleanup will be required.
- (m) The tow service may not charge rates in excess of those established in the City's Fee Schedule adopted pursuant to the authority contained in V.T.C.A. Occupations Code, § 2308.202.

Sec. 13-100. Reserved.

DIVISION 2. PERMIT

Sec. 13-101. Required; Fee.

- (a) No tow service shall engage in the business of towing vehicles at the direction of a city police officer or on a public roadway without the owner's consent or incident management tows, without first obtaining a City of Bellmead Tow Service Permit. Each tow service must apply for its own permit.
- (b) A storage facility permit will be issued separate from tow service permits.
- (c) All fees associated with the issuance of the permits will be established, approved, and amended by the city council in the annual fee schedule.

Sec. 13-102. Application.

An application for a permit is non-refundable and shall be submitted on forms prepared and made available by the chief of police or his designee. The application shall contain the following information:

- (1) The name, home address and business address of each owner, part owner or partner, silent or active.
- (2) The business address, telephone number, night telephone number, and the location of, and telephone number of any storage area.
- (3) A description of the size and capacity of all tow trucks used by the tow service.
- (4) A description of the storage area for towed vehicles.
- (5) A copy or certificate of proof of financial responsibility as required in the V.T.C.A., Occupations Code, §§ 2308.103 and 2308.104.
- (6) Proof of current state sales tax permit.
- (7) The application shall be signed by each owner, part owner or partner, active or silent.
- (8) Documentation showing the proposed storage area is located in a properly zoned area within the city limits of Bellmead or the extra-territorial jurisdiction (ETJ), with the exception of specialized heavy duty tow services.

Sec. 13-103. Insurance Required.

The insurance enumerates as directed by V.T.C.A., Occupations Code, § 2308.103, shall be required for all tow services. The policy showing such coverage to be in effect shall be filed with the application for a permit. On or before the expiration date of the current policy, the tow service shall file a new policy with the Bellmead Police Department. Failure to do so will result in the automatic termination of the permit.

Sec. 13-104. Required Equipment.

- (a) Tow trucks operating under this article must conform to the following specifications:
 - (1) The tow truck shall be in good working condition capable of safely handling tow services that minimize damage to towed vehicles.
 - (2) Be a factory wrecker with a minimum one-ton-rated capacity and dual rear wheels.
 - (3) Be equipped with hydraulics, a hydraulic wheel lift with a minimum three thousand (3,000) pound capacity, have all safety articles required by law, and proper equipment to recover and safely tow any vehicles designated by the police department to tow.
 - (4) Be equipped with emergency lighting visible from all directions and roadside safety equipment such as flares, cones, and reflective vests.
 - (5) Tow trucks must maintain basic cleanup and debris response equipment to include:
 - a. Broom;
 - b. Shovel;
 - c. Bucket for small debris;
 - d. Trash bags;
 - e. Absorbent;
 - f. Rope or cargo straps;

- g. Safety chains;
- h. Fire extinguisher;
- i. Tow dolly;
- j. Tow lights.

Sec. 13-105. Investigation by Chief of Police.

- (a) Within five (5) business days after receipt of each application, the chief of police or his representative, shall cause an investigation to be made of the applicant and of his operation. Such investigation shall be made for the purpose of verifying the information in the application and to ensure compliance with the provisions of the article. The investigation shall include the following items:
 - (1) That all applicants, owners, and partners are fit and proper persons to conduct or work in the proposed business and have never been convicted of any theft, felony assault, or any other crime involving the taking, use, tampering with or conversion of a motor vehicle.
 - (2) That the tow service will use only tow trucks equipped with adequate emergency lights and equipment for safe towing and preventing damage to towed vehicles.
 - (3) That the tow service will provide twenty-four-hour-a-day, seven-day-a-week, on-call service.
 - (4) That the tow service will arrive at the location of the vehicle to be towed within thirty (30) minutes after receiving a request for towing and tow the vehicle called upon to tow.
 - (5) That the tow service will provide and use a storage area, that has been permitted by the Bellmead Police Department, for towed vehicles that is enclosed by a chain link fence or equally secure fence or enclosure which shall be illuminated at night and in compliance with the Texas Storage Facility Act and Texas Occupations Code.
 - (6) That the requirements of all governing laws, rules established by the state department of licensing and regulations, and city ordinances are met.
 - (7) ~~That the storage yard is located in the city limits or within the extraterritorial jurisdiction of the city and the storage facility has been permitted and inspected by the Bellmead Police Department.~~
 - (8) The applicant must provide the registration for all vehicles and a sales tax certificate. No person shall be allowed to have more than one (1) listing on the wrecker list, whether in his own name or any other assumed name. However, no towing service shall be disqualified under this provision if the tow truck is leased from another person but the lessee tow service provides the tow truck driver and otherwise has control and management of the tow service.
 - (9) On-site inspection of the wreckers to be used and the facilities where the vehicles or other property may be stored.

Sec. 13-106. Issuance.

- (a) The chief of police shall issue a permit and add a tow-service to the rotation list when:
 - (1) The police investigation confirms compliance with state and local law.
 - (2) The insurance policies as required by this article have been produced.
 - (3) The permit fee has been paid.
 - (4) City requirements for zoning and/or special use permits are met.
- (b) The chief of police will notify communications personnel of the addition to the rotation list.

Sec. 13-107. Suspension Authorized.

- (a) The chief of police shall suspend a police rotation list privilege permit if he determines that:
- (1) A permit holder gave false or misleading information in the material submitted during the application process.
 - (2) The permit holder illegally solicited tow or repair services at a police investigation.
 - (3) The permit holder has charged fees in excess of those allowed by the fee schedule.
 - (4) The tow company has missed three (3) rotation calls in a thirty (30) day period. The penalty for this violation shall be a suspension from the rotation list for a period of thirty (30) calendar days for the first violation and sixty (60) days for the second violation in a twelve (12) month period. The chief of police shall have the discretion upon the third such violation by a tow company in a twelve (12) month period to set the suspension period, up to and including indefinite suspension from the rotation list. A tow service that responds to a scene and is unable to tow the vehicle called for due to circumstances beyond the normal control of the tow truck operator (i.e., vehicle size mandates heavy-duty wreckers), will not have the call counted against the company and will return to the top of the rotation list.
 - (5) The permit holder has violated any of the regulations of these articles, any of the laws of the facilities or tow truck owners, or any of the rules and regulations as established by the police department or the city council.
 - (6) A tow company may voluntarily remove themselves from the rotation list for a temporary time by notifying the police department of the date and times they are not available. Following this voluntary period, the tow company will be placed at the bottom of the rotation list.

Sec. 13-108. Procedure on Suspension.

- (a) Notice. If the chief of police suspends a permit, he shall send to the permit holder, by certified mail, written notice of the suspension, the reason therefore, and the right to appeal.
- (b) Period of suspension. The period of suspension shall be:
- (1) For the first violation, not more than thirty (30) days.
 - (2) For the second violation, not more than sixty (60) days.
 - (3) For the third or subsequent violation, such a period of suspension as the chief of police may determine, including permanent suspension which shall constitute revocation.
- (c) Appeal. The permit holder may appeal to the municipal court judge the decision of the chief of police, such appeal to be in writing, filed with the court, and clearly setting out the basis of such appeal. The permit holder shall be given at least ten (10) calendar days' written notice of the date of the hearing and shall be allowed to present relevant facts and legal argument regarding the pending suspension or revocation. Upon hearing all relevant evidence, the municipal court judge may lift the suspension, affirm the suspension, or suspend for a period different than that period designated in the letter from the chief of police.

Sec. 13-109. Renewal.

The City of Bellmead Tow Service permit shall be valid for one (1) year from the date of issuance. Each application for renewal shall contain adequate assurances that the applicant continues to comply with all standards, rules, and regulations prescribed by this article and all other standards, rules, and regulations issued hereunder. Such renewals shall be on a form furnished by the chief of police and shall contain the names of any new owners, part owners or partners and the names of any new employees. There will be an annual renewal fee which shall be established and adopted by the city council in the annual fee schedule.

Sec. 13-110. Penalty.

It is unlawful for any person(s) to perform non-consent or incident management tows in the City of Bellmead without a city permit. The penalty for an offense under this section is a Class C misdemeanor.

Sec. 13-111. Unlawful for Police to Influence Selection.

It shall be prohibited for a police officer to directly or indirectly recommend to any person, the name of any towing company, auto repair shop, automobile dealer, or automobile club engaged in the towing business; nor shall any such police officer influence or attempt to influence in any manner, the decision of any person in choosing or selecting a towing company, auto repair shop, automobile dealer, or automobile club.

Sec. 13-112. Parking of Tow Truck at the Scene of a Crash.

Whenever a tow truck arrives at the place where a motor vehicle has been disabled by a crash, the tow truck driver shall park his tow truck as close to the street curb as possible in order not to interfere with traffic. The tow truck driver shall not park the tow truck within a distance of fifty (50) feet from a wrecked or disabled vehicle, unless permitted to do so by a police officer.

Sec. 13-113. Tow Truck Drivers to Obey Orders of Police Officer.

It shall be prohibited for the driver of any tow truck arriving at the place where any crash has occurred or when a police officer has summoned a tow truck for a non-consent or incident management tow, to disobey any lawful order given him by any police officer of the city investigating such crash or to interfere in any manner with such officer in the performance of his/her duty.

Sec. 13-114. Duty to Remove Debris.

It shall be the duty of each tow service driver that removes a wrecked, damaged, or disabled vehicle from the place where a crash has occurred, to clear and remove any and all debris, parts, fluids, or glass accumulated as a result of the crash from the street, right of way, or adjacent properties.

Sec. 13-115. Solicitation Prohibited.

It shall be prohibited for any tow service or its employees to solicit in any manner, directly or indirectly, on the streets of the city, for towing business involving any vehicle which is crashed or disabled on a public street. This prohibition applies regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading, selling, or purchasing such vehicle. Proof of the presence of any person engaged in the towing business or of the presence of any tow truck, whether or not certified or identified under the provisions of this chapter, except a tow truck called pursuant to the provisions of this chapter, at or near the scene or site of a crash on any public street in the city after the crash occurs and prior to removal of all disabled or damaged vehicles shall be prima facie evidence of a solicitation in violation of this subsection.

Sec. 13-116. Removal of Motor Vehicles from Private Property.

A tow service driver who removes a vehicle from private property under this chapter shall notify the Bellmead Police Department within two (2) hours of such removal and the registered owner within five (5) days if registered in Texas, or fourteen (14) days if registered in another state. The information to be provided in such notification shall include:

- (1) The date, time and location of the removal;

- (2) The physical description and license or registration number of the vehicle;
- (3) The name of the certificate holder which performed the removal; and
- (4) The storage location of the vehicle.

Sec. 13-117. Repossession of Vehicles.

A tow service driver who removes a vehicle for the purpose of repossessing the vehicle shall be required to do the following:

- (1) Contact the police department prior to making such repossession; and
- (2) Present a written notice from the lien holder requesting such repossession which shall include the following information:
 - a. Name of owner of said vehicle;
 - b. Date, time, and location of the removal;
 - c. The physical description and license or registration number of the vehicle;
 - d. The name of the certificate holder which is to perform the removal; and
 - e. The storage location of the vehicle.

Sec. 13-118. Vehicle Owner Notification and Documentation.

It shall be the responsibility of the vehicle storage facility, which stores vehicles in the City of Bellmead or the Bellmead extraterritorial jurisdiction, to comply with Vehicle Storage Facilities, V.T.C.A., Occupations Code, § 2303, and as appropriate Abandoned Motor Vehicles, V.T.C.A., Transportation Code, ch. 683, as now enacted or as hereafter amended.

Sec. 13-119. Prohibited Charges.

A towing company may not charge or attempt to charge a fee related to non-consent or incident management towing under this chapter:

- (1) In excess of the fee established by the City of Bellmead;
- (2) For a service not performed or equipment not used; or
- (3) That is not authorized by this article.

Section 3. Cumulative Repealer Clause.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict. The remainder of such ordinances not in conflict herewith shall remain in full force and effect.

Section 4. Severability Clause.

If any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

Section 5. Savings Clause.

That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Code of Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

Section 6. Effective Date.

This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

Section 7. Open Meetings Compliance.

It is officially found and determined that the meeting at which this ordinance was passed was open to the public as required by Chapter 551, Texas Government Code, and that public notice of the time, place, and subject of said meeting was given as required by law.

PASSED AND APPROVED ON FIRST READING _____.

PASSED AND APPROVED ON SECOND READING _____.

PASSED AND APPROVED ON THIRD READING _____.

**Mayor
Bryan Winget**

ATTEST:

**City Secretary
Shannon Garcia**

APPROVED AS TO FORM & LEGALITY:

City Attorney



CITY COUNCIL MEMORANDUM FOR ORDINANCE

Prepared By: Correy Harrison

Approval: Yost Zakhary

Master Fee Schedule

DESCRIPTION:

Consider an Ordinance amending the Master Fee Schedule attached as Exhibit "A" for the City of Bellmead Code of Ordinance, Appendix B; Repealing all ordinances or parts of ordinances in conflict herewith, providing for severability, providing for inclusion in the code; and providing for an effective date. **First and Second Reading.**

BACKGROUND:

Vehicle Towing, Impoundment, and Wrecker Rotation Fees

The Vehicle Towing, Impoundment, and Wrecker Rotation List Master Fee will be established in accordance with guidelines set forth by the Texas Department of Licensing and Regulation (TDLR). Towing and impoundment fees are set in accordance with applicable state standards to promote consistency, transparency, and compliance with regulatory requirements.

As towing practices and enforcement needs have evolved, concerns may arise related to non-consensual towing, fee transparency, consumer protections, and uniform enforcement procedures.

As part of the FY 2026 budget process, a comprehensive review of the City's Master Fee Schedule was conducted. Updates were made to align local towing and impoundment fees with TDLR guidelines and to ensure consistency with surrounding jurisdictions. Notable updates include:

- **Application:** A rate of \$100 is introduced as a registration fee for participating towing companies.
- **Government Fee:** A rate of \$25 is introduced as a fee for each non-consent tow and incident management tow.
- **Private Property Tow:** A rate of \$272 is introduced for vehicles 10,000 lbs. or less.
- **Private Property Tow:** A rate of \$380 is introduced for vehicles 10,001 – 24,999 lbs.
- **Private Property Tow:** A rate of \$489 (Max \$978) is introduced for vehicles 25,000 lbs. or more.
- **Daily Storage Fee:** A rate of \$22.85 per day is introduced for daily storage fees for vehicles 25 feet in length or less.
- **Daily Storage Fee:** A rate of \$39.99 per day is introduced for the daily storage fee for vehicles over 25 feet in length.
- **Notification Fee:** A rate of \$50 is introduced as a one-time notification fee.
- **Impoundment Fee:** A rate of \$22.85 is introduced as a one-time impoundment fee.

Civic Center Rental Rate Revisions

As part of the Civic Center renovation and modernization project, improvements have been made to the facility including upgraded amenities, interior enhancements, and improved event accommodations.

In order to align rental options with operational needs and current market conditions, the Civic Center rental structure is revised as follows:

- The 4-hour rental option is eliminated.
- The 8-hour rental option is eliminated.
- A new 6-hour rental period is established.
- A new 12-hour rental period is established.
- The 16-hour rental period is retained exclusively for the Auditorium.
- Rental rates and deposit amounts are adjusted to reflect the remodeled facility and enhanced amenities.
- Minimum security staffing hours are increased to six (6) hours.
- Associated fees including Bridal Room, Extra Hours, Reset Fee, and Alcohol Fee are updated accordingly.

These updates modernize the Civic Center rental structure while ensuring appropriate cost recovery and long-term operational sustainability.

FISCAL IMPACT or FUNDING SOURCE:

This ordinance supports the revenue assumptions included in the FY 2026 Budget and helps ensure the financial viability of City services and enterprise funds.

RECOMMENDED MOTIONS:

Staff recommends amending the Master Fee Schedule attached as Exhibit "A" for the City of Bellmead Code of Ordinance, Appendix B; Repealing all ordinances or parts of ordinances in conflict herewith, providing for severability, providing for inclusion in the code; and providing for an effective date.

ATTACHMENT(S):

Master Fee Schedule

Master Fee Schedule

General

Category	Description	Fee
Payment-Related Fees	Returned Checks, Bank Drafts, and Credit Card Fees	\$35 per occurrence
Municipal Court Fees	Municipal Court Credit Card Processing Fee	5% of charge
Bound Publications	Budget	\$35
	Annual Comprehensive Financial Report (ACFR)	\$35
	City Charter	\$15
	Comprehensive Plan	\$25
Notary Services	Notary (Non-City Business Related)	\$5
Publication Information Fees	Fees per Government Code, Chapter 552	As applicable

Public Safety

Category	Description	Fee
Fire Department	Fire Report	\$6.00 per copy
Police Department Records	Accident Reports	\$6.00 per copy
	Solicitor's Permit	\$100 per person
	Replacement Permit	\$20 per person
Animal Control	Registration for Potbellied Pigs	\$5.00 per pet
	Microchip Fee	\$15.00 per pet
	Kennel Fee (<i>SUP required in R-1, R-1A, R-2 Zoning</i>)	\$150 per breeding pet, per year (up to 3 breeding pets per residence)
	Animal Reclaim Fee (Impounded at Contracted Shelter)	\$100 per claim
	Animal Reclaim Fee (Impounded with Bellmead)	1+ hrs. \$50; \$25 charge per additional day per claim
	Surrender Fee	\$250 per animal

Vehicle Towing, Impoundment & Wrecker Rotation Fees

<u>Category</u>	<u>Description</u>	<u>Fee</u>
<u>Wrecker Rotation</u>	<u>Annual Registration Fee (per towing company)</u>	<u>\$100</u>
<u>Non-Consent Tow</u>	<u>Government Fee (per tow)</u>	<u>\$25</u>
<u>Incident Management Tow</u>	<u>Government Fee (per tow)</u>	<u>\$25</u>
<u>Private Property Tow</u>	<u>Vehicles 10,000 lbs. or less</u>	<u>\$272</u>
<u>Private Property Tow</u>	<u>Vehicles 10,001 – 24,999 lbs.</u>	<u>\$380</u>
<u>Private Property Tow</u>	<u>Vehicles 25,000 lbs. or more</u>	<u>\$489 (Maximum \$978)</u>
<u>Storage Fees</u>	<u>Daily Storage – 25 feet or less</u>	<u>\$22.85 per day</u>
<u>Storage Fees</u>	<u>Daily Storage – Over 25 feet</u>	<u>\$39.99 per day</u>
<u>Notification Fee</u>	<u>One-time certified notice fee</u>	<u>\$50</u>
<u>Impoundment Fee</u>	<u>One-time impoundment administrative fee</u>	<u>\$22.85</u>

Emergency Response Rates

Category	Description	Fee
Emergency Response Vehicles	Engine	\$250 per hour <i>(1-hour minimum)</i>
	Command Vehicle	\$100 per hour <i>(1-hour minimum)</i>
	Police Vehicle	\$100 per hour <i>(1-hour minimum)</i>
	Other (Public Works, barricades, etc.)	\$100 per hour <i>(1-hour minimum)</i>
	Additional Personnel	\$50 per hour <i>(1-hour minimum)</i>
City Supplied Water	<i>(Calculated by pumping time & rate)</i>	\$8.85 per 1,000 gallons
Heavy Equipment (Includes Operator)	Bulldozer	\$100 per hour <i>(2-hour minimum)</i>
	Backhoe	\$100 per hour <i>(2-hour minimum)</i>
	Dump Truck	\$100 per hour <i>(2-hour minimum)</i>
Materials & Disposal	Sand <i>(Per cubic yard, minimum 3 yards)</i>	\$25 per yard
	Other Approved Absorbent <i>(As needed/required)</i>	Actual cost + 10%
	Other Items Necessary to Control/Contain Incident	Actual cost + 10%
	Disposal of Debris	Actual cost + 10%
Equipment Damage	Damaged Fire Hose <i>(Per 100' section + shipping & handling)</i>	\$800

Code Enforcement

Category	Description	Fee
Nuisance Abatement (By City)	Grass Mowing / Lot Cleanup <i>(Includes personnel)</i>	\$100 per hour <i>(2-hour minimum)</i>
	Debris Removal / Haul Costs <i>(Includes operator)</i>	\$100 per hour per piece of City equipment + disposal cost + 20% of disposal cost
	Additional Personnel	\$50 per hour
Nuisance Abatement (By Vendor)	Grass Mowing / Lot Cleanup / Debris Removal	Actual cost + 20%
Other Fees	Shopping Cart Retrieval Fee	\$75 per cart

Utilities

Utility Deposits

Type	Residential	Non-Residential	Outside City Limits
30-Day Temporary Account	\$100.00	\$350	175%
Non-Owner	\$250	\$350	175%
Homeowner	\$200	\$350	175%
¾" Meter		\$350	175%
1" Meter		\$425	175%
1 ½" Meter		\$650	175%
2" Meter		\$900	175%
4" Meter		\$1100	175%
6" Meter		\$1300	175%
Fire Hydrant Meter		\$1300	175%
Dumpster/Compactor		Monthly Haul Charge	

Utility Service Charges

Service	Fee
Initial Connection Fee	\$50
Disconnect & Reconnect Fees	\$50
After Hours Service Fee	Additional Fee After 3:00 PM \$25
Transfer Fee	\$50
Service Fee	\$50
Re-read Fee	Performed by Field Technician \$50
Meter Testing Fee	Per Statute \$25
Late Penalty	Per Statute 10%
Tampering - Meter Fee	\$500
Tampering – Fire Hydrant	\$1,250
Damaged Meter Repair Fee	Actual Cost + 20%
Damage Fire Hydrant Fee	Actual Cost + 20%
Meter Box Replacement Fee	\$50
Meter Lid Replacement Fee	\$25

Water Rates (Based on Monthly Billings)

Water Consumption	Residential	Sprinkler	Non-Residential	Outside City Limits
0 - 2,000	\$23.29	Based on meter size	Based on meter size	175%
2,001 - 5,000	\$4.24/1,000	\$7.51/1,000	\$5.70/1,000	175%
5,001 - 15,000	\$5.18/1,000	\$7.51/1,000	\$5.70/1,000	175%
15,001 - 25,000	\$6.14/1,000	\$8.88/1,000	\$6.75/1,000	175%
>25,000	\$7.07/1,000	\$10.21/1,000	\$7.79/1,000	175%
Meter Size	Demand Charge		Demand Charge	
3/4" or less		\$25.00	\$38.47	
1"		\$40.29	\$59.54	
1.5"		\$78.47	\$116.76	
2"		\$124.29	\$185.54	
3"		\$231.21	\$345.87	
4"		\$383.95	\$574.77	
6"		\$729.32	\$1,092.70	
8"		\$1,165.71	\$1,747.00	
10"		\$1,674.83	\$2,510.40	
12"		\$3,129.47	\$4,691.40	

Wastewater Rates (Based on Monthly Billings)

Water Consumption	Residential	Non-Residential	Outside City Limits
0-1,000	\$22.00	\$27.81	175%
1,001-7,500	\$4.29/1,000	\$5.16/1,000	175%
7,501-10000	\$4.93/1,000	\$5.93/1,000	175%
>10,000	\$0.00/1,000	\$5.93/1,000	175%

Garbage Rates (Based on Monthly Billings)

Carts	Residential	Non-Residential
1	\$20.27	\$41.74
2-3	6.25/Cart	\$15.00/Cart
Replacement	\$79.00/Cart	\$79.00/Cart

Dumpster Rates (Based on Monthly Billings)

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
2 yard	\$95.39	\$145.48	\$201.95	\$257.55	\$311.20	\$419.70	\$46.82
3 yard	\$102.55	\$147.86	\$214.62	\$269.48	\$349.36	\$432.83	\$51.78
4 yard	\$109.70	\$187.19	\$224.16	\$288.55	\$357.71	\$494.83	\$55.58
6 yard	\$175.28	\$311.20	\$444.74	\$555.64	\$647.45	\$832.27	\$89.37
8 yard	\$217.01	\$333.86	\$476.94	\$608.97	\$733.30	\$994.42	\$110.39
Dumpster Swap Out					\$60.65 per Container		
Lock/Enclosure Service					\$17.64 monthly		
Wheels/Casters					\$28.94 monthly		
Caster/Lock Installation Fee					\$86.82 per Container		

Compactor Rates (Based on Monthly Billings)

Size	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	Extra
6 yard	\$258.15	\$516.29	\$774.44	\$1,032.58	\$1,290.72	\$1,548.86	\$154.89
8 yard	\$309.77	\$619.55	\$929.32	\$1,239.09	\$1,548.86	\$1,858.65	\$154.89

Drainage Rates (Based on Monthly Billings)

ERU	Residential	Non-Residential
2,600 SF	\$4.61	\$4.61 per ERU

Tapping Fees

Tap Size	Water Tap Fee	Sewer Tap Fee
¾"	\$2,000	
1"	\$2,250	
1 ½"	\$2,750	
2"	\$3,150	
4"	Actual Cost-plus 20%	\$2,000
6"	Actual Cost-plus 20%	\$3,000
8"	Actual Cost-plus 20%	Actual Cost-plus 20%
Manhole Set		Actual Cost-plus 20%

Planning & Development

Category	Description	Fee
Subdivision Fees	Minor Plats (<i>Per Plat</i>)	\$400
	Preliminary Plat Fee	\$400 per plat + \$5 per lot
	Final Plat (<i>Per Plat</i>)	\$400
	Plat Amendment (<i>Per Plat</i>)	\$200
	Replat (<i>Per Replat, if no Preliminary Plat</i>)	\$500
Traffic Control Devices & Street Name Signs	Placement or Replacement (<i>Due to accidents or vandalism</i>)	\$300 per sign assembly (<i>Includes pole, stop/yield sign, and street name sign</i>)
Third-Party Review	Review by external party	Actual cost + 10%
Zoning Fees	Zoning Change Application	\$500
	Variance Application	\$500
	Specific Use Permit	\$500
	Zoning Verification Letter	\$75
	Intent to Serve Letter	\$75
Planned Unit Development (PUD) Fees	PUD Concept Plan (<i>Zoning</i>)	\$500
	PUD Preliminary & Final Plan (<i>Subdivision</i>)	\$500
Additional Charges	<i>City may add actual engineering and attorney charges to the customer.</i>	Actual cost + 10%
New Wireless Tower Construction		\$200
Wireless Tower Modification		\$75

License Fees (Annual Fees)

Business Licenses

Business Type	Annual Fee
Manufactured Home Park	\$20 per space (<i>Minimum charge: \$300</i>)
Recreational Vehicle Park	\$20 per space (<i>Minimum charge: \$300</i>)
Hospital	\$250
Nursing Home	\$250
Overnight Rehabilitation Facility	\$250
Retirement Center	\$250
Sexually Oriented Business	\$750
Short-Term Rental	\$300
Indoor Amusement Facility	\$100
Unattended Donation Collection Bin License	\$75
Certificate of Occupancy	\$150
Temporary Certificate of Occupancy (<i>Valid for 30 days</i>)	\$150

Restaurant Licenses

Seating Capacity	Annual Fee
0 - 10	\$75
11 - 30	\$100
31 - 50	\$150
51 - 100	\$250
101+	\$350
Late Payment Fee	\$10 per month
License Reinstatement Fee	\$50

Alcoholic Beverage Licenses

- **Alcohol License and Permit Fees** – One-half ($\frac{1}{2}$) of the **state license and permit fees** for each permit issued for premises within the **City of Bellmead**.

Coin Operated (Amusement) Machines (Annual Fee) - [Chapter 10 Article V Division 3](#)

Category	Description	Annual Fee
Coin-Operated Machine	Legal video games or electronic amusement machines	$\frac{1}{4}$ of the state occupation tax per Texas Tax Code § 2153.451(b)
Individual Machine License	Required for each coin-operated amusement machine	\$15 per machine

Permit Fees

Mobile Food Unit (MFU) Permits

TYPE	Fee
Bond for permits requiring payment before service (<i>Individual Permit or Master Permit</i>)	\$1,000 or \$5,000 per permit
Mobile Food Vendor Permit (Food Truck)	\$265 per unit
Central Preparation Facility/Commissary	\$165
Re-Inspection Fee	\$125 per re-inspection

Temporary Food Establishment Permits

Event Duration	Fee
Single Event (1-3 days)	
Submitted 5 business days prior to the event	\$75
Submitted within 5 business days of the event	\$150
Late Payment Fee	Double the original amount

Garage Sale Permits

Description	Fee
Garage Sale (Valid for 3 days)	\$10 per permit
Garage Sale Sign Violation	\$50 per violation per day

Special Event Permits

Description	Fee
Application Fee	\$100
Damage & Cleaning Deposit	\$500
Bellmead Fire Department	\$250 per hour per fire company
Bellmead Police Department	\$50 per hour per officer (<i>Minimum 4 hours</i>)
Public Works Traffic Control	\$50 per hour per worker (<i>Minimum 4 hours</i>)
Enclosed Tent/Bounce House (<i>Flame retardant certificate required</i>)	\$75
Sales Vendor	\$75
Alcohol Sales (<i>Temp TABC License required for location</i>)	\$150

Parade Permits

Description	Fee
Application Fee	\$100
Damage & Cleaning Deposit	\$500
Bellmead Fire Department	\$250 per hour per fire company
Bellmead Police Department	\$50 per hour per officer (<i>Minimum 4 hours</i>)
Public Works Traffic Control	\$50 per hour per worker (<i>Minimum 4 hours</i>)

Building Permits

New Construction & Additions

Description	Residential	Commercial
Construction Permit	\$200 for first 1,000 sq. ft. + \$0.25 per sq. ft.	\$250 for first 1,000 sq. ft. + \$0.25 per sq. ft.
Electrical Permit	\$0.25 per square foot (<i>Minimum \$200</i>)	\$200 base fee + \$0.25 per SF
Plumbing Permit	\$0.25 per square foot (<i>Minimum \$200</i>)	\$200 base fee + \$0.25 per SF
Mechanical Permit	\$0.25 per square foot (<i>Minimum \$200</i>)	\$200 base fee + \$0.25 per SF
Plan Review	\$50	\$250
Plan Review (Subdivisions & Developments)	\$250	\$250
Third-Party Review	Actual Cost + 10%	Actual Cost + 10%

Repairs/Remodel

Description	Residential	Commercial
Building Permit	\$125 for first 1,000 sq. ft. + \$0.25 per sq. ft.	\$125 for first 1,000 sq. ft. + \$0.25 per sq. ft.
Electrical	\$150 for first 1,000 sq. ft. + \$0.25 per sq. ft.	\$90 base fee + \$12 up to 400 amps; \$26.50 up to 401-1,000 amps; \$40 over 1,000 amps
Mechanical	\$150 for first 1,000 sq. ft. + \$0.25 per sq. ft.	\$90 base fee + \$20 per unit up to 5 tons; \$5 per air handler unit up to 10,000 CFM; \$8 per air handler unit over 10,000 CFM; \$20 per heating unit up to 250,000 BTU; \$45 per heating unit over 250,000 BTU; \$10 per PTAC/VTAC unit
Plumbing	\$150 for first 1,000 sq. ft. + \$0.25 per sq. ft.	\$90 base fee + \$5 per drain, trap, fixture; \$35 water line/sewer

General Permits

Description	Residential	Commercial
Carport Permit	\$100	
Concrete Flatwork	\$75	\$150 for first 1,000 sq. ft + \$0.05 per additional sq. ft.
Deck/Patio Enclosure	\$150	
Demolition	\$100	\$200
Fence Permit	\$50	\$50
Gas Test	\$50	\$50
Grading/Clearing/Filling	\$200	\$200
Irrigation System w/ Backflow	\$50 per permit	\$50
Irrigation Heads		\$1 per head
Moving a Building/Structure	\$250	\$250
Non-Permit Inspection	\$35 per inspection	\$35
Re-Inspection	\$55 per re-inspection	\$55
Roof Permit	\$100	\$100 for the 1 st 1,250 sq. ft. + \$0.10 per additional sq. ft.
Storage Building	\$75	
Accessory Building		\$75 + \$9 per \$1,000 valuation
Solar Photovoltaic System	\$200	\$250
Swimming Pool/Spa	\$100	\$150
Temporary Pole (T-Pole)	\$50	\$50
Backflow Device – Annual Permit		\$30
Backflow Device - Installation		\$50 base fee + \$10 for each device

Fire Protection Permits

Description	Fee
Fire Sprinkler System	\$75 + \$0.50 per head
Fire Underground Main	\$65 + \$10 per fire main backflow device
Fire Pump	\$75
Standpipe System	\$75 + \$5 per outlet
Fire Alarm System	\$75 + \$1.50 per device
Hood & Duct System	\$50 + \$3 per nozzle
Paint Spray Booth	\$75 + \$2.50 per head
Other Fire Suppression System	\$50 + \$2.50 per head
Fireworks Storage	\$300 with a Specific Use Permit
Burn Permit	\$500 + \$500/hour standby

Sign Permits

Size	Fee
Signs up to 50 sq. ft.	\$50
Signs 51-100 sq. ft.	\$75
Signs over 100 sq. ft.	\$100
Sign Demolition	\$150
Sign Electrical Permit	\$150
Commercial/Billboard Sign	\$150

Storage Tank Permits

Description	Fee
First Tank - Installation	\$80
Additional Tanks (at same location)	\$25 each
<i>Each Dispensing Nozzle</i>	\$2
First Tank - Removal	\$75
Additional Tanks (at same location)	\$50 each
<i>Each Dispensing Nozzle</i>	\$2
Re-Inspection (Flat Fee for Any Permit Issued)	\$165 per inspection
After Hours/Partial Inspection	\$200

Public ROW Permits

Description	Fee
Driveway, Sidewalk, Curb or Street Construction	\$50
Excavation/Boring/Trenching in ROW	\$75 per dig
Utility Installation (Non-Excavation Work)	\$50 per location
Traffic Control Plan Review	\$50 per plan
ROW Re-Inspection Fee	\$55

Small Cell Node Permits

Description	Fee
Permit Application Fee	\$500 for up to 5 Network Nodes, and \$250 for each additional Network Node, and \$1,000 for each support pole
Small Cell Network Nodes	\$250/network node site/year
Small Cell Node Support Poles	\$250/pole/year
Small Cell Transport Facility	\$28/transport facility/month
Collocation on Service Poles	\$20 per service pole/year

Civic Center

Rental Rates

Room	Max Capacity	Mon-Thur	Fri-Sun & Holidays	City	Deposit Amount	Rental Length
Lions Room	100	\$205		\$290	\$200	4 Hours
Senior Room	100	\$225		\$380	\$200	4 Hours
Auditorium	300	\$385		\$770	\$250 300	6 8 Hours
Lions Room	100	\$275		\$385	\$200 250	6 8 Hours
Senior Room	100	\$300		\$495	\$200 250	6 8 Hours
Auditorium	300	\$525 750	\$1,050	\$1,500	\$300 500	16-12 Hours
Lions Room	100	\$375		\$525	\$250	16-12 Hours
Senior Room	100	\$425		\$675	\$250	16-12 Hours
<u>Auditorium</u>	<u>300</u>	<u>\$1,000</u>		<u>\$2000</u>	<u>\$750</u>	<u>16 Hours</u>
Bridal Room		\$50 200		\$50 200		
<u>Patio</u>		<u>\$150</u>		<u>\$200</u>		
Extra Hours		\$ 100-150 Per Hour		\$ 100-150 Per Hour		
Reset Fee		\$100 150		\$100 150		
Alcohol (Security Required)					\$300 500	

Non-Profit Rental Rates

Room	Max Capacity	Mon-Thur (No Holidays)	Deposit Amount	Rental Length
Auditorium	300	\$50 100	\$100	Hourly
Lions Room	100	\$25 50	\$100	Hourly
Senior Room	100	\$25 50	\$100	Hourly
Reset Fee		\$100		

Security Rates

Room	Minimum Officers	Minimum Hours	Hourly Fee/Officer
Auditorium	2	46	\$50
Lions Room	1	46	\$50
Senior Room	1	46	\$50

Parks

Rental Rates

Pavilion/Field	Park	Rental Fee	Deposit Amount	Rental Length
A	Brame	\$25	\$100	Hourly
B	Brame	\$25	\$100	Hourly
C	Brame	\$15	\$100	Hourly
D	Brame	\$25	\$100	Hourly
E	Brame	\$15	\$100	Hourly
Full Park	Brame	\$600	\$300	All Day
F	Lions	\$15	\$100	Hourly
G	Devorsky	\$25	\$100	Hourly
H	Devorsky	\$25	\$100	Hourly
Practice Field – Without Lights	Lions	\$40	\$150	Hourly
Practice Field – W/Lights	Lions	\$100	\$150	Hourly
Concession Stand	Lions	\$100	\$150	Hourly

Parks Memorial Program

Item	Includes	Price
Rosebush	Stake marker	\$50
10 ft. Tree	Stake marker	\$300
10 ft. Tree	Marker	\$450
6 ft. Bench	Marker	\$1,500
Memorial Brick		\$100