CITY OF BEEVILLE
RESOLUTION NO. 2026-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEEVILLE, TEXAS, ADOPTING AND UPDATING THE UTILITY SERVICES BILLING AND COLLECTION POLICY FOR SERVICES PROVIDED BY THE CITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff has been working diligently to provide the City Council with an updated Utility Policy; and

WHEREAS, the City Council of the City of Beeville, TX wishes to use enact new/updated related policies for the collection of utility remittance and administration of the City Utility Administration (Billing) Office; and

WHEREAS, City of Beeville utility customers shall realize an increased uniformity of utility billing procedures through the systematic application of such new policy and procedure; and

WHEREAS, the City Council of the City of Beeville, TX wishes to provide a clear, concise, and uniform payment terms policy for its utility customers.

NOW, THERFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEEVILLE, TEXAS:

Section 1: Findings
The findings attached hereto as Item "1" is hereby adopted as the City of Beeville Utility Services Billing and Collection Policy described in the preamble of this Resolution. A copy of which is on file with the City Secretary's Office.

Section 2: Repeal
All prior ordinances/resolutions or parts thereof in conflict with this Resolution are hereby repealed.

Section 3: Legal Rights
The penal provision imposed under this Resolution shall not preclude the City of Beeville from filing suit to enjoin the violation. The City of Beeville retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 4: Severability
A. Unconstitutional or Invalid Section
Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect.

B. Independent Sections
The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

Section 5: Effective Date
The amendments to this Resolution shall become effective from and after its date of passage and publication as provided by law.

DULY PASSED AND APPROVED by the City Council of the City of Beeville, Texas on this the 13th day of October, A.D , 2026.

CITY OF BEEVILLE

Michael Willow II, Mayor

ATTEST:

Gabriela Hernandez, City Secretary/ACM

APPROVED AS TO FORM:

Frank W. Warner, City Attorney

Item "1"

City of Beeville Utility Services Billing/Collection Policy and Procedures

I. General Purpose

This Administrative Policy and Procedures manual is intended for use as a guide to the City of Beeville's Utility Billing and Collecting methods and practices. When used properly and with common sense, the policies and procedures established herein will enable the City to bill and collect utility services provided by the City of Beeville, fairly, efficiently, and economically while providing great customer service.

While this manual may not answer all questions related to Billing and Collecting, it does provide the foundation for a sound Billing and Collecting process. The purposes of the City' s billing and collecting policy are:

1. To professionally administer billing and collecting practices while complying with legal and ethical requirements.

2. To promote good and effective customer relations, cultivated by informed and fair practices and strict maintenance of ethical standards.

3. To establish and charge reasonable and economical Utility Rates and other charges which are adequate for the City to operate and maintain the Utility Fund as a financially self- sustaining Enterprise and to assure continued, uninterrupted utility service to all customers.

If the procedures and guidelines established in this manual are followed, the Utility Billing and Collections Department can efficiently bill and collect revenues and provide fair and effective customer service to all utility customers. Should the customer have any questions about this manual or its' procedures, please contact the Utility Billing & Collections Department/ Finance Department.

II. Scope of Services

a. Utility Service includes all, or any combination of water, wastewater, and solid waste collection services.

III. Billing Set Up

a. **Initial Contact**: Upon receiving a request for new utility services the Utility Administration Department (Billing) is responsible for determining meter size, if any, having the customer complete the deposit card/ application, collect the appropriate deposit amount, and coordinating connection status.

b. **New utility (sewer) accounts with no consumption history:** Sewer Rates are based on a yearly average of consumption taken from January and February consumption. Information from comparable accounts will be used in absence of historical water consumption (ordinance 1943 Section 2, 2-D). When a yearly average is established the sewer rate will remain the same for the entire year.

c. **Solid Waste (garbage) Only Accounts:** If opening an account for Solid Waste services customers will need to put down a deposit for the cost of one month. See Utility Service Fee Schedule for garbage collection rates.

d. **Connection Requests:** A deposit card or online request for services must be completed and reviewed by the Utility Admin Office prior to the installation of new services or releasing the responsibility of a prior customer if the residence is sold, transferred, or leased to a new tenant.

e. **Customer Deposit:** The purpose of a customer deposit is to try to ensure that all utility charges are collected, which helps keep rates from unduly increasing for those customers who do pay their bills

i. Any person requesting water/ sewer services who has previously had an unpaid bill will be required to repay this amount, plus pay the deposit fee.

1. If it is a rental property/ apartment and more than one person is listed on the lease, those individuals will need to pay any outstanding account balances before services are turned on.

2. Property Owners must have a zero balance on rental/ lease properties prior to new connection.

ii. Any person opening an account that has been residing at the provided address and did not open an account prior, may be billed for any consumption incurred during their occupancy. The applicable billing period may be determined based on the lease or deed date, the date listed by the Appraisal District, or the date shown on the customer's driver's license, as applicable.

iii. Deposit must be paid in full unless the customer is a victim of a natural disaster/ unforeseeable event before services will be granted

iv. Any person wanting a new service to be turned on the same day will need to complete the new account process no later than 12: 00 p. m. that day. Once approved the Meter Reader/ Water M&O staff will have until 4: 30 p. m. that day to connect new services.

1. If there are working hour changes in the Meter Reader/ Water M&O department then the connecting time will change accordingly.

v. Any person requesting water/ sewer/ garbage services will be required to be present and to provide the following (a and b): **Note: Account holder must be 18 or older.**

a. Provide social security number(s) and valid United States photo ID, driver's license, or U S. Visa for the person(s) responsible for payment and pay the deposit based on meter size or renter. See Utility Service Fee Schedule for meter deposit rates.

b. Provide one (1) of the following:

- Rental lease with the name of the person requesting to open new services and the corresponding address. The lease must include the lease dates and signatures of both parties. Handwritten leases will not be accepted.
- Proper documentation proving that the home is being purchased.
- If a homeowner has passed away and the home has been left to a family member; proper legal documentation must be provided with the individual's name listed as a beneficiary to the corresponding address.
    1. If there is litigation pending then the customer must make sure that their Driver' s license has the connecting address as their permanent residence and a copy of another utility bill (i.e., electric, gas, cable) with the connecting address as well.

vi. The City has the right to close any utility account and apply the customer deposit to unpaid water/ sewer/ garbage charges after an account is more than 30 days past due. If the account finals, the account holder will be responsible for re -opening their account and replenishing their deposit, paying the disconnect fee, and their most recent bill posted.

f. **Customer Deposit Assistance**: Although the customer will still be required to pay the entire deposit the Utility Administration will assess the extent of the situation and will set up a payment plan to pay the Utility Deposit. The purpose of Customer Deposit assistance is to help customers open a new Utility Service account that has undergone the following:

a. Any kind of natural disaster/ unforeseeable event that has caused the customer to be displaced.

g. **Refund of Deposit**: The City reserves the right to retain deposits indefinitely to assure payment of water, sewer, and solid waste charges. However, the City will refund the remainder of the deposit after the account is finalized and brought to a zero balance. If a customer receives a refund check it means that when their deposit was applied to the final balance and it resulted in a credit balance. Therefore, the customer received a check for that credit balance. Below are situations in which the customer may not receive a refund check:

i. Once the customer's deposit is applied to the final balance and a debit balance remains, the outstanding balance will be transferred to any new account opened in the future.

ii. If there are outstanding balances on old accounts, the City will apply the remaining credit balance to that account first.

iii. If the customer has not deposited their refund check within a month of mailing it, it will be applied to an active account (if any).

If for any reason the utility customer decides not to reside at the given address when the account was opened, the customer may get a full refund of their deposit if it is declared on the same day the account was opened. Subsequently,

there will be a waiting period for a refund check to be processed.

The City retains the option of completing refunds in a check or by applying the outstanding balance to future water/ sewer/ garbage charges.

h. **Disconnection of Services**: A customer will remain responsible for any water/ sewer/ garbage charges until a properly completed Application for Termination has been received and accepted by the Utility Administration (Billing) Department. A copy of the form is provided in Appendix 2, or the application may be completed online through the City's website. A Meter Reader/ Water M&O staff member may visit a location where service has been terminated without a new customer assuming responsibility to verify that the location is and remains vacant.

i. **Temporary Termination of Service**: In the event that a customer will not be occupying a residence for at least six (6) months, the customer may contact the Utility Admin (Billing) Department to ask about suspending services for the length of time the building will be vacant. There will be two (2) options:

    i. Option 1: The customer wishes for the account to remain open during the time of vacancy therefore they will be billed a minimum bill depending on if any water is used; or

    ii. Option 2: The customer will notify the Utility Admin Department that they want to place their account on hold (all services will be turned off, but the account will remain open). The customer shall notify the Utility Admin (Billing) Department if the date provided to resume services has changed at least two (2) business days prior to the restoration date.

Note: Customer account will be taken off hold after six (6) months unless the customer notifies the Utility Admin (Billing) Department of the hold extension.

j. **Permanent or Indefinite Termination of Service**: In the event that a customer abandons/ demolishes or otherwise permanently/ indefinitely discontinues service to a residential/ commercial property, the water/ sewer/ garbage next month's charges may be waived upon notification to the Utility Admin (Billing) Department. The City, at its discretion, may disconnect the service and/or reroute collector lines.

    i. If the service is not disconnected and the customer resumes using water/ sewer services, the City retains the right to bill for past services for the period the service was discontinued, but not to exceed three (3) years.

    ii. If the customer abandons/demolishes or otherwise permanently/indefinitely discontinues service to a residential/commercial property to water/ sewer/ garbage without notification the account will remain active and will be charged accordingly until the customer notifies the Utility Admin (Billing) Department.

IV. Administrative Procedures for Prepared Bills

a. Billing/Payments

    i. Bills shall be prepared monthly and mailed between the 6th and 8th day of the month.

    ii. Bills are due at the end of each month. The **Due Date** is printed on the bill. If the due date falls on a weekend or City-observed holiday, the bill will be due the next business day.

        1. Payment may be made by cash, check, money order, bank ACH draft, or credit card (online, phone, in person).

            a. If a check or bank draft is returned by the financial institution or a chargeback is initiated, a $40.00 returned payment fee will be assessed for each returned payment. A notification letter will be mailed to the customer's current mailing address on file. The customer will have seven (7) business days from the date of the letter to contact the Utility Administration Office. If no contact or repayment is made, the account may be subject to disconnection.

    iii. Any charges not paid within the billing date are considered delinquent.

        1. There is a four (4) day grace period before late fee charges are incurred (this is calendar days, not business days).

iv. If a bill is returned to the City by the post office as undeliverable, the Utility Admin (Billing) Department shall contact the customer by phone, e-mail, or letter, to obtain the correct mailing address. In the event the bill becomes delinquent, the Utility Admin (Billing) Department shall follow the non-payment of charges as described in section IV. b.

1. If you do not receive a utility bill in the mail, it does not exempt you from receiving a late fee, as the City has alternate means to receive a bill/obtain bill information.

2. If there is an email tied to a returned bill address, then the email will become the primary source of bill delivery until the customer requests a mailing address change.

v. If the Credit Card Machine, Online Payment System, or Phone System is down on the due date before the cutoff/ disconnect date. The customer will have to pay by cash, check (if allowed), money order, or cashier's check.

1. If payment is received after the grace period without proper notification to Utility Billing, the payment is considered late and will be subject to penalty.

b. Non-Payment of Charges and Disconnection of Services

i. The City of Beeville has the right to disconnect services for the following reasons:

1. Payment by check which has been rejected for insufficient funds, closed account, or a stop payment order has been issued is not deemed to be paid to the utility.

2. Violation of the utility's rules pertaining to the use of service in a manner that interferes with the service of others.

3. Operation of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

4. Failure to comply with deposit or guarantee arrangements where required by § 24. 159 (TX PUC Water & Sewer Substantive Rules), relating to Service Applicant and Customer Deposits.

5. Failure to pay charges for sewer service provided by another retail public utility.

6. Failure to pay solid waste disposal fees collected under contract with a county or other public agency.

7. Excessive water consumption, including consumption resulting from a new or ongoing water leak.

ii. Accounts that remain in a "delinquent status" for 5-10 days will be mailed a "Disconnect Notice" (red bill) that allows customers an additional ten (10) days to make payment arrangements or resolve disputed charges before service is disconnected. The "Notice" will indicate the delinquent amount due and the scheduled disconnection date. If services are disconnected there will be a service charge to reconnect services. **Note**: Disconnect fees are added at the time of disconnect.

iii. Customers will be given the opportunity for a face-to-face meeting with a City representative during regular business hours prior to the pending disconnection date to discuss the status of their account and work out a mutually acceptable agreement to resolve the problem. The City will take into consideration personal problems that may have contributed to the customer's account delinquency. Provided that the Customer makes a good faith effort to pay the delinquent charges within a reasonable amount of time, disconnection of services will be postponed. In most cases, a payment plan will be established in accordance with Appendix 1. Payment plans must be established **prior** to the scheduled disconnection date. Once an account has reached the disconnection date, the full past due balance must be paid before utility services can be reestablished.

iv. Customers should not disregard disconnection Notices. If the customer feels a mistake has been made, they should contact the City's Utility Administration Office as soon as possible to resolve the problem before their utility services are disconnected.

v. Disconnection work orders will not be done on a day immediately preceding a weekend or holiday.

vi. Customers are reminded that for connection, disconnection, or other non-emergency utility service matters requiring personnel to be dispatched to the service address, the customer must contact the City's Utility Administration Office no later than **12:00 p.m.** to request **same-day service**. Same-day service is not guaranteed and is subject to staff availability and scheduling.

1. Example of an emergency service is a water leak. .

vii. If a customer's meter is pulled for non-payment, then their Solid Waste (garbage) services will be paused until payment is made.

c. After-Hour Meter Reconnections

i. If water was disconnected for non-payment and it's after regular business hours, on a weekend, or on holiday the customer may visit the City's website at www.beevilletx.gov to make an online payment and call the City of Beeville's non-emergency Police line (361) 358-8100. The customer will need to provide proof of payment to the on-call M&O Technician to have the water restored. If the entire past due is not paid the customer will be subject to their water being cut off again on the next business day.

ii. For after -hour water emergencies please call the Beeville Police department at 361-358-8100.

V. Fines and Fees

a. Disconnections

i. If your account has been disconnected, then a disconnect fee will be charged to your account at the time disconnects are processed.

b. Meter Tampering

i. If you have tampered with your meter a Meter Tampering Fee will be applied to your account.

1. This applies to meters that were disconnected for non-payment and/or you try to fix the meter yourself.

c. Meter Removal

i. If your meter has been removed (pulled) due to non-payment/tampering, a Meter Removal Fee will be applied to your account.

d. Theft of Water

i. If you tampered with a disconnected meter, straight hook up to a water line, or hooked up to a neighboring property's meter, a Theft of Water Fine will be applied to your account.

1. On top of the Theft of Water fine you will be charged for consumption used during the unauthorized period

e. Broken Meter

i. If a meter is broken due to tampering or accidental (i.e., driving over the meter with your vehicle) then you will be charged for the cost to replace the meter rounded to the nearest dollar.

f. All fees are subject to change depending on ordinances approved by the City Council.

VI. Miscellaneous

a. Utility customers are required to comply with the City's Drought Contingency Pan and all water use restrictions set by the City, including customers located outside the City limits, such as Blueberry Hill.

b. The City of Beeville reserves the right to access and maintain water meters and service lines as necessary. The City shall not be responsible for compensation for damage or loss resulting from routine maintenance or access, including damage to grass, landscaping, or other improvements located around the meter or service line.

Appendix 1 - Extended Payment Agreement/Payment Plan

Payment Plan Agreement for Outstanding Balance

Account #_____ Customer Name: _____

Delinquent/Service Address: _____

Current/Mailing Address _____

Cell Phone _____ Home Phone _____ Work Phone: _____

For value received, the undersigned City of Beeville Utility Billing and Customer hereby acknowledge and agree that:

1. The Customer presently owes City of Beeville the sum of $ _____, said sum being presently due and payable.

2. In consideration of additional time to pay the amounts presently due and payable as outlined in #1 and of continued providing water and sewer services, the Customer agrees to pay the amounts due and payable as follows:

    a. $_____will be paid by the _____day of each month for _____months, with any outstanding amounts to be paid the following month

    b. Along with your payment from the plan (described above) you will be required to continually **pay** on your **current monthly bill** as well.

3. In the event the Customer fails to make any one payment punctually on the agreed extended terms, the City of Beeville shall have full rights without notice to discontinue (disconnect or pull meter} services and to proceed with the collection of the entire outstanding balance due to the City at that time.

4. This agreement shall be binding upon and inure to the benefit of both parties, their successors, and personal representatives.

_____ _____

Customer's Signature Date

_____ _____

Customer's Signature (Spouse/Partner) Date

City of Beeville, Texas Representative:

_____ _____

Name Date

_____

Title

Appendix 2- Application for Termination of Services

Application for Termination of Services

Customer Name: _____

Service Address: _____

_____

Driver's License Number: _____

Office Use:
Deposit Refund Amt: _____
Refund Check #: _____
Date Mailed: _____

I hereby wish to:

☐ **Terminate Services**

Date Water Services to be Disconnected: _____

Address to mail final bill and/or deposit refund as applicable:

Address: _____

_____

City: _____

State: _____

Zip: _____

Note: Your deposit will be applied against your final bill and you will receive a refund or bill for the difference.

I hereby certify that the above information is true and accurate.

I hereby certify that if a refund check is issued and the check goes uncashed for one (1) month then the City reserves the right to void check and apply to new/old balances if found.

_____ _____

Customer's Signature Date

_____

Printed Name

Appendix 3- Landlord (Owner)/Tenant Utility Payment Agreement

Landlord (Owner)/Tenant Utility Payment Agreement

Section 1. Account/Customer Information

Account#_____ Service Address _____

Landlord (Owner) Name: _____ Phone Number: _____

Tenant's Name: _____ Phone Number: _____

Section 2. Terms of Payment for Each Party

This agreement is to hold the Landlord (Owner) and/or Tenant responsible for the deposit and/or monthly billing as described in the policy and this agreement.

Please check what each party will agree to.

1. The Landlord (Owner) is responsible for
   a. ___ Deposit Fee
   b. ___ In charge of paying monthly bills

2. The Tenant is responsible for:
   a. ___ Deposit Fee
   b. ___ In charge of paying monthly bills

Section 3. Terms of Responsibility

1. Each party is responsible for payment as selected in section 2 above. There may be instances where one party is still responsible even if there was no selection of responsibility.

   a. The landlord (owner) may be responsible for payment if the service account Is left open and the tenant has already vacated the premises

Section 4. Terms of Agreement

1. This agreement is on a month-to-month basis unless otherwise noted.

2. This agreement becomes effective once signed and submitted to the Utility Billing department.

3. Landlord (Owner) and/or Tenant must notify the Utility Billing department if there are any changes to the agreement or if both parties are withdrawing from the agreement **(i.e.** Renter's lease is ending, etc).
   a. In which case it must be in writing.
4. In most cases a notarized document may be needed as well to confirm who the actual tenant is.

_____ _____

Landlord (Owner) Signature Date

_____ _____

Tenant's Signature Date

City of Beeville, Texas Representative:

_____ _____

Name Date

_____

Title