

Ordinance amending the Code of Ordinances, Chapter 49, to promote better management of the public rights-of-way for Bond and other infrastructure projects, adding Article VIII - Management of Rights-of-Way to clarify responsibilities for all types of utilities within a public right-of-way, and establishing a penalty.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. City Code of Ordinances, Chapter 49 Streets and Sidewalks is revised to amend Article III Cuts and Excavations to.

“ARTICLE III. – CUTS AND EXCAVATIONS

Sec. 49-39-2. – Definitions

...

Owner means a person, company, partnership, agency or other public or private entity, including the city, who is the owner or will, following the completion of the installation, become the owner of any facility that is installed or is proposed to be installed or maintained in the public way.

...

Right-of-way or public right-of-way or public way means the surface of, and the space above and below, any street, road, highway, freeway, lane, path, trail, drainage way, channel, bridge, tunnel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include but not be limited to all easements now held, or hereafter held, by the city ~~but shall specifically exclude private property.~~ The public right-of-way includes the entire area between the boundary lines of every right-of-way.

...

Sec. 49-43. Removal or relocation of facilities.

All ~~permittees~~ owners who place facilities in public right-of-way thereby obligate and bind themselves to move or change the location of facilities whenever required or instructed to do so by the city in order to accommodate the construction, repair, or relocation of city infrastructure facilities in accordance with Article VIII of this chapter and failure to do so shall be unlawful. ~~Furthermore, the permittees must relocate their facilities in a timely manner and communicate their expected relocation timeline to the city engineer.~~ ”

SECTION 2. City Code of Ordinances, Chapter 49 Streets and Sidewalks is revised to add Article VIII Management of Rights-of-Way to add policies and procedures for certificated telecommunications providers and other private utilities occupying public rights-of-way of the City.

“ARTICLE VIII. – MANAGEMENT OF RIGHTS-OF-WAY.

Sec. 49-102. – Purpose.

The purpose of this article is to manage the public right-of-way, to ensure public health, safety and welfare and to promote the most efficient use of the right-of-way. The primary purpose of public right-of-way is for public access and the distribution of water, wastewater and stormwater services, and secondarily for private utility uses.

Sec. 49-103. – Definitions.

As used in this article, the following terms shall have the meanings ascribed in this section:

Director means the Director of Engineering Services or designee.

Facility means any structure, device or other thing whatsoever that is installed or maintained along, across, in, on, within, over, above or under a public right-of-way.

Owner means a person, company, partnership, agency or other public or private entity who owns, controls, manages or occupies any facility that is installed or maintained in the public way. The term Owner includes permittees, licensees, franchisees, certificated telecommunication utilities and other entities utilizing facilities in public rights-of-way.

Public right-of-way means the surface of, and the space above and below any street, road, avenue, alley, highway, public thoroughfare, bridge, tunnel, sidewalk, path, trail, channel, drainage ditch, public utility easement or other easement now or hereafter held by the city or over which the city exercises any rights of management or control within the present limits of the city and within said limits as may be extended. The public right-of-way includes the entire area between the boundary lines of every right-of-way.

Public works project means any construction, reconstruction, improvement, repair or maintenance project undertaken by or on behalf of the City, including but not limited to projects included on the City’s capital improvement plan regardless of source of funding.

Relocate means to move, remove, alter or replace a facility.

Sec. 49-104. – Registry of facilities and owners.

The Owner of any facility as defined in this article, other than a pipeline that is subject to the provisions of Article VII of this chapter, shall provide to the Director, and thereafter maintain, current (1) contact information indicating the name, address, phone

and email of the Owner of the facility and a designated contact person; and (2) information describing and locating any facilities of the Owner in the public right-of-way. If an Owner does not have contact information on file, the Owner shall provide the contact information at the time application is made for an excavation permit pursuant to Article III of this chapter. It shall be unlawful for any Owner to fail to provide or maintain all current information as required by this section.

Sec. 49-105. – As-built maps and records

The Owner shall maintain accurate maps and other appropriate records of its facilities and equipment as facilities are actually constructed in the Public right-of-way, including the use of Auto CAD/GIS digital format. If requested by Director, Owner shall provide Director with the as-built maps and records within 30 days.

Sec. 49-106. – Relocation required.

- (a) If the city engineer determines that a facility must be relocated for the accomplishment of a public works project, the Owner shall relocate the facility at the Owner's sole expense in accordance with this article. If an Owner's failure to timely relocate a facility causes the city to incur expenses, damages or losses, including loss of grant funds, the Owner shall be responsible for the city's expenses, damages or losses.
- (b) The city shall not be obligated to design a public works project to avoid facility relocation.
- (c) Notice provided by the City under this article is not a condition precedent to the city's exercise of its rights and remedies under this article nor to the facility Owner's obligations hereunder.

Sec. 49-107. – Planning and design of public works projects.

- (a) Owners shall review the city's latest adopted capital improvement plan in October of every year to identify potential conflicts and coordination of facility relocations. The capital improvement plan is available on the City website or from the city secretary.
- (b) During the design of a public works project, the Director will provide notice to the Owner's representative at the email address on file with the City pursuant to section 49-104 of this Code. Owner shall review the design, identify potential conflicts and provide the Director with detailed drawings that accurately depict its facilities to enable the Owner and Director to discuss potential design alternatives that could avoid facility relocation. Failure of an Owner to request design alternatives within 30 business days after Director sends the notice shall waive any objection the Owner may have to the design of the public works project.

Sec. 49-108. – Director's final determination and notice.

- (a) The Director may determine before completion of the final design that a facility requires relocation to accomplish the public works project and will provide notice thereof to the Owner of such facility required to be relocated. The notice will be provided to the Owner's representative at the contact information on file with the city pursuant to section 49-104 of this Code.
- (b) The Director will give notice to the Owner of the necessity for relocation if the Director discovers after award of a construction contract for a public works project:
 - (1) That a facility located in the public right-of-way requires relocation if it was not previously known to the Director; or
 - (2) That inaccurate information about the location of the facility was provided and relocation is required which was not previously anticipated.
- (c) Owner may submit a written request to the Director to make design changes to the public works project to avoid the conflict. Owner shall provide additional information if required by the Director. Owner shall pay for the cost of any redesign if the request is approved by the Director. Owner shall pay any additional costs incurred by City due to delay caused by the redesign.

Sec. 49-109. – Relocation schedule.

- (a) Facilities discovered during planning and design for which notice is provided under Sec. 49-108(a).
 - (1) The Owner shall submit a proposed schedule for relocation of its facility to the Director within 45 days of the date of the notice sent from the Director pursuant to Sec 49-108(a). For good cause, the Director may extend the time for submission or re-submission of a relocation schedule for a time period not to exceed an additional 30 days.
 - (2) The schedule shall provide a period for relocation of no longer than 120 days. However, for good cause shown by Owner and with Director's written approval, Owner may extend the period of time for relocation. Relocation shall commence on the date agreed to by the Director and Owner, but no later than the date of the notice to proceed with construction of the public works project, unless extended by the Director for good cause shown by the Owner.
 - (3) It shall be unlawful for an Owner to fail to provide a relocation schedule to the Director that complies with this ordinance within 45 days of the date of the notice sent from the Director pursuant to Sec 49-108(a). It shall be an affirmative defense that an extension was granted in writing

by the Director. City shall be authorized to assess damages for project delay.

- (b) Facilities discovered after award of a construction contract for which notice is provided under Sec 49-108(b).
 - (1) The Owner shall submit a proposed schedule to the Director within five business days of the date of notice sent from the Director pursuant to Sec 49-108(b) and shall diligently prosecute the relocation of such facility until completed.
 - (2) The schedule shall provide for a period of relocation of no longer than 30 days without Director's written approval, who for good cause shown by the Owner, may extend the period of time for relocation by an additional 30 days. Relocation shall commence 10 business days from the date of Director's notice sent pursuant to section 49-108(b).
 - (3) It shall be unlawful for an Owner to fail to provide a relocation schedule to the Director that complies with this ordinance within five business days of the date of the notice sent from the Director pursuant to Sec 49-108(b). City shall be authorized to assess damages for project delay.
- (c) In determining "good cause" as used in this article, the Director may consider such factors, not attributable to any fault or negligence of the Owner, including but not limited to the following:
 - (1) Availability of materials or supplies required for relocation;
 - (2) Any loss or damage to the public or users of the facility to be relocated;
 - (3) Availability of any alternative means of providing to the public or other users the services of the facility to be relocated; or
 - (4) Delays due to inclement weather occurring during the construction period.
- (d) It shall be unlawful for an Owner to fail to comply with the relocation schedule submitted to the Director pursuant to this section. City shall be authorized to assess damages for project delay.

Sec. 49-110. – Abandoned facilities; removal authorized.

- (a) Owner of a facility located in the public right-of-way shall remove the facility and related equipment when such facility is abandoned as defined in section 49-39-2, regardless of whether it receives notice from the city. Removal must comply with Chapter 49, Article III. If, in the judgment of the Director,

removal of underground facilities would cause damage, this requirement may be waived by the Director in writing.

- (b) Owner must remove all abandoned facilities within the earlier of 90 days of it being abandoned or upon issuance of written notice by the Director. If the facilities are not removed after the 90 day notice to remove, the City may remove the facilities 30 days after notice of a final finding of abandonment.
- (c) When the Owner of a facility removes or abandons permanent structures in the public right-of-way, the Owner shall notify the Director in writing of such removal and shall file with the Director the location and description of the abandoned facilities. The Director may require the Owner to complete additional remedial measures necessary for public safety, health, welfare and the integrity of the public right-of-way.
- (d) Director may deem a facility to be abandoned and send notice of a final finding of abandonment to the Owner if:
 - (1) An Owner does not provide a relocation schedule to the Director that complies with this article within 45 days from the date of the Director's notice to the Owner pursuant to subsection 49-108(a) or within five business days from the date of the Director's notice pursuant to subsection 49-108(b), or any extension approved by the Director;
 - (2) An Owner does not comply with the terms of a relocation schedule, and the unfinished relocation of the facility will delay completion of a public works project;
 - (3) An Owner does not relocate facilities as required by this Article;
 - (4) An Owner fails to maintain current registration as required by section 49-104; or
 - (5) An Owner cannot be found or contacted.
- (e) Failure of an Owner to comply with this Article shall constitute a waiver by the Owner of any claim for damages against the city, and further constitute authorization for the city to assess damages, including removal costs, expenses or losses for project delay. The Director's certification of the cost of removal of any facility shall constitute prima facie evidence of the reasonableness of the costs chargeable to the Owner."

Sec. 49-111. – Violations.

- (a) It shall be unlawful for an Owner to:

- (1) Fail to register a facility or maintain current registration information about such facility as required by this article.
 - (2) Fail to submit a relocation schedule as required by this article.
 - (3) Fail to comply with a relocation schedule as required by this article.
 - (4) Fail to relocate a facility as required by this chapter.
 - (5) Fail to remove abandoned facilities as required by this article.
- (b) Each day that any violation of this article continues constitutes a separate offense.
 - (c) A violation under this article is a Class C misdemeanor. Any person that violates any provision of this article shall be subject to a fine of not more than \$500 per violation per day. The culpable mental state required by V.T.C.A., Penal Code 6.02 is specifically negated and dispensed with and a violation of this article is a strict liability offense.
 - (d) An individual is criminally responsible for conduct that the individual performs in the name of or on behalf of a corporation, an association, a limited liability company, a partnership or another business entity to the same extent as if the conduct were performed in the individual's own name or behalf.
 - (e) An agent having primary responsibility for the discharge of a duty to act imposed by law on a corporation, an association, a limited liability company or another business entity is criminally responsible for omission to discharge the duty to the same extent as if the duty were imposed by law directly on the agent.
 - (f) If an individual is convicted of conduct constituting an offense performed in the name of or on behalf of a corporation, an association, a limited liability company or another business entity, the individual is subject to the sentence authorized by law for an individual convicted of the offense.
 - (g) Administrative, civil and criminal enforcement are alternative remedies that may be sought independently of each other. Criminal prosecution may occur regardless of pursuit of civil or administrative remedies and vice versa.

SECTION 3. City Code of Ordinances, Chapter 55 Utilities is revised as follows to remove Article XIV Telephone Ordinance Agreement.

“ARTICLE XIV. – RESERVED.

ARTICLE XIV. ~~TELEPHONE ORDINANCE AGREEMENT~~

Sec. 55-170. ~~Construction and maintenance of telephone plant and service.~~

- (a) ~~The poles, wires, anchors, cables, manholes, conduits and other plant construction and appurtenances used in or incident to the giving of telephone service and to the maintenance of a telephone business and system by the telephone company in the city shall remain as now constructed subject to such changes as under the limitations and conditions herein prescribed may be considered necessary by the city in the exercise of its lawful powers and by the telephone company in the exercise of its business of furnishing telephone service; and the telephone company shall continue to exercise its right to place, remove, construct and reconstruct, extend and maintain its poles, wires, anchors, cables, manholes, conduits, plant construction and appurtenances and other similar facilities for said purposes as it may from time to time require along, across, on, over, through, above and under all the public streets, avenues, alleys, highways, public thoroughfares, public utility easements which have been or may be dedicated, deeded or otherwise granted to the city and public ways within the present limits of the city and within said limits as the same from time to time may be extended subject to the regulations, limitations and conditions herein prescribed.~~
- (b) ~~The city and the telephone company hereby agree that, in order to expedite the construction, widening and repair of public streets and places, it is necessary for both the city and the telephone company to make every effort to coordinate their construction and utility relocation efforts as early and as often as reasonably possible. The city herein expressly reserves the right to change the grade, install, relocate or widen the public streets, sidewalks, bikeways, avenues, alleys, utility and other public easements which have been or may be dedicated, deeded or otherwise granted to the city and public grounds and places within the present limits of the city and within said limits as same may from time to time be extended, and the telephone company herein agrees to relocate at no expense to the city its poles, wires, cables, anchors, manholes, conduits and other plant construction and appurtenances located in said public areas in order to accommodate the installation, relocation, widening or changing of the grade of any such public street, sidewalk, bikeway, avenue, alley, utility or other public easement which have been or may be dedicated, deeded or otherwise granted to the city, public ground or public place, including, if necessary, relocating such poles, wires, cables, anchors, manholes, conduits and other plant construction and appurtenances to a sufficient distance from the edge of the pavement to permit a reasonable work area for the machinery and individuals engaged in installing, relocating, widening or changing the grade of any public street, sidewalk, bikeway, avenue, alley, utility or other public easement which has been or may be dedicated, deeded or otherwise granted to the city, public ground or public place. The city also herein reserves the right to require the telephone company to relocate, at no expense to the city, any of the facilities erected or maintained pursuant to the consent granted herein, if said relocation is deemed reasonable and necessary for traffic safety purposes, including traffic signals, or for the accommodation of other necessary water, sewer or gas utilities owned and operated by the city for the public service, by the city council or city official to whom such duties have been or may be~~

~~delegated. When the city requests the company to relocate for the purpose of gas, water and sewer utilities, the company shall have the right to suggest alternatives; and the city agrees in good faith to consider the same.~~

- ~~(c) The telephone company shall comply with all reasonable rules and regulations of the city relative to the construction, widening and relocation of public streets and utilities or other street excavations and permits therefor except the telephone company shall not be required to pay any fee to obtain any such permit and provided, further, that no such permit shall be unreasonably delayed or withheld. The telephone company shall comply with all reasonable rules and regulations of the city relative to the submission of information describing the location, nature and estimated duration of any significant activity which will result in the disturbance of any street, highway, alley or public place. This information shall be submitted prior to the activity except in the case of emergencies; in which case, the information shall be submitted as soon as practical. No information requirement shall be deemed to apply to the telephone company's installation of service or drop wires.~~

~~Sec. 55-171. — Supervision by city of location of poles and conduits.~~

~~All poles, stubs, guys, anchors and other above ground facilities to be placed or relocated shall be set so that they shall not interfere with the flow of water in any gutter or drain and so that the same shall not interfere with ordinary travel on the street and so that the same shall interfere as little as practical with ordinary travel on the sidewalks and bikeways and so that they shall not compromise public safety at public street intersections. The city herein reserves the right to require the telephone company to install or relocate as reasonably necessary its above ground facilities as far from the vehicular travel lanes as reasonably possible for traffic safety purposes. The city also herein reserves the right to request the telephone company to install or relocate above ground facilities to an underground location. Payment of the additional expense to install or relocate facilities to an underground location in excess of the cost which would have been incurred, if any, for overhead installation shall be determined in advance by mutual written agreement between the telephone company and the city. The location and route of all pole, stubs, guys, anchors and cables to be placed and constructed by the telephone company in the construction and maintenance of its telephone system in the city and the location of all conduits to be laid by the telephone company within the limits of the city under this article shall be subject to the reasonable and proper regulation, control and direction of the city council or city official to whom such duties have been or may be delegated.~~

~~Sec. 55-172. — Streets to be restored to good condition.~~

~~The surface of any street, alley, highway or public place disturbed by the telephone company in building, constructing, renewing or maintaining its telephone plant and system shall be restored within a reasonable time after the completion of the work to as good a condition as before the commencement of work to the satisfaction of the city council or city official to whom such duties have been or may be delegated. The telephone company shall be responsible for all maintenance costs incurred as a result of any defects, impairments or other substandard condition in the street, alley, highway or~~

~~public place caused by the construction, maintenance or restoration work of the telephone company for a period of one (1) year from the date the surface of the street, alley, highway or public place is restored by the telephone company; after which time, responsibility for such maintenance shall become the duty of the city. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.~~

~~Sec. 55-173. - Temporary removal of wires.~~

~~The telephone company on the request of any person shall remove or raise or lower its wires temporarily to permit the moving of houses or other bulky structures. The expense of such temporary removal, raising or lowering of wires shall be paid by the benefitted party or parties, excluding reasonable expense for the city; and the telephone company may require such payment in advance. The telephone company shall be given reasonable and advance notice to arrange for such temporary wire changes.~~

~~Sec. 55-174. - Tree trimming.~~

~~The right, license, privilege and permission is hereby granted to the telephone company, its successors and assigns to trim trees upon and overhanging the streets, alleys, sidewalks and public places of the city so as to prevent the branches of such trees from coming in contact with the wires or cables of the telephone company; and when so ordered by the city, said trimming shall be done under the supervision and direction of the city council or city official to whom such duties have been or may be delegated.~~

~~Sec. 55-175. - Cash consideration to be paid by the telephone company.~~

~~In consideration for the rights and privileges herein granted, the administration of this article by the city, the temporary interference with the use of public rights-of-way and other costs and obligations undertaken by the city herein, the telephone company hereby agrees to pay the city during the term of this Ordinance a sum of money equal to three and eight-tenths (3.8) per cent of annual gross receipts as herein defined. The total sum of money paid hereunder shall not in any event exceed the amount allowed by the public utility commission of Texas as a reasonable and necessary expense of operation for rate-making purposes; provided, however, the company shall use its best efforts to defend the provisions of this agreement before the PUC; provided, further, any PUC finding shall in no way affect or require repayment of any payments which have already been made by or billed to customers, and all such monies shall be paid to the city; provided, further, that, should the PUC not find the amount of payment provided herein to be a reasonable and necessary expense for rate-making purposes, the city may, anytime at its option upon at least thirty (30) days' written notice to the company, terminate this agreement. Such ordinance fee payment shall be made in five (5) payments. The first four (4) payments shall be made on April 15, July 15, October 15 and January 15 and shall be in the amount of twenty-five (25) per cent of the prior year's gross receipts payment. The fifth payment shall be a true-up payment to reflect the annual gross receipts for the entire year and will be made on April 15 of the following~~

~~year. The telephone company shall file with the fifth payment to the city a financial statement prepared according to generally accepted accounting principles as applied in the telephone industry showing in detail the applicable gross receipts collected during the preceding calendar year. The term annual gross receipts shall mean all revenues received by the telephone company for the year from the rendition of certain local exchange telephone services provided by the telephone company to its customers located within the corporate limits of the city as follows:~~

~~(1) Recurring charges—Local exchange access arrangements.~~

- ~~a. Business.~~
- ~~b. Residence.~~
- ~~c. Semipublic.~~
- ~~d. Public announcement.~~
- ~~e. Other business.~~
- ~~f. Other residence.~~

~~(2) Message charges—Local exchange.~~

- ~~a. Business.~~
- ~~b. Residence.~~
- ~~c. Public announcement.~~
- ~~d. Other business.~~
- ~~e. Other residence.~~

~~(3) Public telephone—Local exchange.~~

- ~~a. Public sent paid.~~
- ~~b. Semipublic sent paid.~~

~~(4) Nonrecurring charges associated with local exchange access arrangements.~~

- ~~a. Business.~~
- ~~b. Residence.~~
- ~~c. Semipublic.~~
- ~~d. Public announcement.~~
- ~~e. Other business.~~
- ~~f. Other residence.~~

~~Only the foregoing services provided by the telephone company shall be included within the definition of the term *annual gross receipts* for purposes of the cash consideration set forth herein. The initial payment hereunder shall be made July 15, 1990, and this payment along with the October 15, 1990, and January 15, 1991, partial advance payments shall be computed at twenty-five (25) per cent of three and eight-tenths (3.8)~~

~~per cent of the gross receipts specified herein received for the year 1989 and the true-up adjustment for the year 1990, and shall be based on the difference between three and eight tenths (3.8) per cent of the gross receipts specified herein received from the effective date of this article through December 31, 1990, and the three (3) advance payments. Thereafter, payment shall be made quarterly as herein provided.~~

~~Sec. 55-176. -- Payment of cash consideration in lieu of certain other payments; exceptions.~~

~~The city agrees that the consideration set forth in the preceding section hereof shall be paid and received in lieu of any tax, license, charge, fee, street or alley rental or other character of charge for the use and occupancy of the streets, alleys and public places of the city; in lieu of any pole tax or inspection fee tax; in lieu of any easement or franchise tax whether levied as an ad valorem, special or other character of tax; and in lieu of any imposition other than the usual general or special ad valorem taxes now or hereafter levied or sales tax now or hereafter levied by the city in accordance with state law. Should the city not have the legal power to agree that the payment of the foregoing cash consideration shall be in lieu of the taxes, licenses, charges, fees, rentals and easement or franchise taxes aforesaid, then the city agrees that it will apply so much of said payments as may be necessary to the satisfaction of the telephone company's obligation, if any, to pay any such taxes, licenses, charges, fees, rentals and easement or franchise taxes.~~

~~Sec. 55-177. -- Duration of article; termination.~~

~~This article shall be in force and effect from April 15, 1991, through April 14, 1992, to give the city and the telephone company additional time to negotiate a new ordinance.~~

~~Sec. 55-178. -- Indemnity.~~

~~The telephone company, as a condition of the city's consent given in this article and in consideration thereof, shall protect, indemnify and hold the city, its agents and employees harmless for the telephone company's share of all claims for damages to persons or property arising out of the construction, maintenance and operation of its facilities and the conduct of its business or any way growing out of the consent given in this article, directly or indirectly, when injury is caused or alleged to have been caused wholly or in part by any act, omission, negligence or misconduct of the telephone company or any of its contractors, officers, agents or employees or by any person for whose act, omission, negligence or misconduct the telephone company is by law responsible; provided, however, that the city shall not be entitled to any indemnification for its own negligence or the negligence or willful misconduct of any of its contractors, officials, agents or employees. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of the telephone company and the city.~~

~~Sec. 55-179. -- No exclusive privilege.~~

~~Nothing herein contained shall be construed as giving to the telephone company any exclusive privilege.~~

~~Sec. 55-180. - Successors and assigns.~~

~~The rights, powers, limitations, duties and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors and assigns.~~

~~Sec. 55-181. - Governing law; limitations.~~

~~This agreement shall be governed by and construed in accordance with the laws of the State of Texas; provided, however, should either party desire to pursue any claim or cause of action against the other relating to this agreement notwithstanding any provision of any statute, law, court decision, municipal charter or ordinance to the contrary, the party desiring to assert such claim or cause of action must do so in a forum with appropriate jurisdiction within four (4) years of the date that such claim or cause of action first arose or said claim or cause of action shall be forever barred. The company shall annually provide the city with a copy of its statewide audit of accounts subject to municipal agreements. In addition, the city or its agent may examine and audit during regular business hours the company's accounts and records necessary to enforce this agreement.~~

~~Secs. 55-182—55-189. - Reserved.~~

Secs. 55-170 – 55-189. – Reserved.

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SECTION 4. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION 5. Publication shall be made one time in the official publication of the City of Corpus Christi by publishing the caption stating the purpose of the ordinance. This ordinance to become effective upon such publication.

SECTION 6. A violation of this ordinance, or requirements implemented under this ordinance, constitutes an offense punishable as provided in Section 1-6 of the Corpus Christi Code of Ordinances.

That the foregoing ordinance was read for the first time and passed to its second reading on this the ____ day of _____, 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

That the foregoing ordinance was read for the second time and passed finally on this the _____ day of _____ 2021, by the following vote:

Paulette M. Guajardo _____
Roland Barrera _____
Gil Hernandez _____
Michael Hunter _____
Billy Lerma _____

John Martinez _____
Ben Molina _____
Mike Pusley _____
Greg Smith _____

PASSED AND APPROVED on this the _____ day of _____, 2021.

ATTEST:

Rebecca Huerta
City Secretary

Paulette M. Guajardo
Mayor