

ORDINANCE NO. 4656

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, AMENDING CHAPTER 7 OF THE MESQUITE CODE BOOK, AS AMENDED, BY DELETING ARTICLE III IN ITS ENTIRETY AND ADDING A NEW ARTICLE III THEREBY UPDATING RESIDENTIAL LANDLORD AND TENANT REGULATIONS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS FOR EACH OFFENSE; AND DECLARING AN EFFECTIVE DATE THEREOF.

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

SECTION 1. That Chapter 7 of the Mesquite City Code, as amended, is hereby amended by deleting Article III in its entirety and adding a new Article III to read as follows, in all other respects said Code and Chapter to remain in full force and effect:

ARTICLE III. RESIDENTIAL LANDLORD AND TENANT REGULATIONS

DIVISION I. GENERALLY

Sec. 7-56. Definitions.

In this article, unless the context requires otherwise:

Actor means a person identified in a complaint as having committed an offense under this article or whose criminal responsibility is an issue in a criminal action.

Apartment building means any structure containing four or more dwelling units.

Apartment complex means one or more adjacent apartment units and includes any adjacent real property under control of the owner of the apartment complex.

Bathroom means an area including a basin with one or more of the following: a toilet, a urinal, a tub, a bidet or similar plumbing fixtures.

City means the City of Mesquite.

Department means the City of Mesquite Department of Planning and Development Services.

Dwelling unit means a structure or that part of a structure used as a home, residence or sleeping place by one or more persons maintaining a common household.

Floor space means the total area of all habitable space.

Habitable space means the space occupied by one or more persons while living, sleeping, eating and cooking, excluding kitchenettes, bathrooms, toilet rooms, laundries, pantries, dressing rooms, closets, storage spaces, foyers, hallways, utility rooms, heater rooms, boiler rooms and basement or cellar recreation rooms.

Kitchen means a space, 60 square feet or more in floor area, with a minimum width of five feet containing a sink and permanent provisions for cooking and food preparation.

Kitchenette means a space, less than 60 square feet in floor area containing a sink and permanent provisions for cooking and food preparation.

Landlord means the owner, property manager or resident manager of an apartment building or any other person held out by any owner or property manager as the appropriate person for the tenant to deal with concerning the rental agreement or apartment building.

Lender means any person who holds a mortgage, deed of trust or any other security interest in the premises.

Owner means a person claiming, or in whom is vested, the ownership, dominion or title to real property, including, but not limited to the:

- (1) Holder of fee simple title;
- (2) Holder of life estate;
- (3) Holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagee, receiver, executor or trustee in control of real property; but not including the holder of a leasehold estate or a tenancy for an initial term of less than five years.

Person includes an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or commercial entity.

Plumbing fixtures include gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, dishwashers, garbage disposal units, clothes washing machines, catch basins, wash basins, bathtubs, shower baths, sewer pipes, sewage systems, septic tanks, drains, vents, traps and other fuel-burning or water using fixtures and appliances, together with all connections to pipes.

Premises means a lot, plot or parcel of land, including any structure thereon, as well as a dwelling unit, appurtenances, grounds and facilities held out for the use of tenants, and any other area or facility whose use is promised to the tenant.

Property manager means a person who, for compensation, has managing control of real property for the owner.

Rental agreement means and includes all written agreements, which establish or modify the terms, conditions, rules, regulations or any other provisions concerning the use and occupancy of a dwelling unit in an apartment building.

Resident manager means a property manager or agent of a property manager who resides in an apartment building.

State means the State of Texas and its offices, departments and agencies.

Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Tenant means any person who occupies a dwelling unit in an apartment building for living or dwelling purposes with the landlord's consent.

Sec. 7-57. Building Official, powers and duties.

- (a) The Building Official is hereby designated as the administrator of this article.
- (b) In addition to the powers and duties otherwise prescribed for the Building Official, as administrator of this article, he or she is required to:
 - (1) Administer and enforce all provisions of this article;
 - (2) Keep records of all licenses issued;
 - (3) Adopt rules and regulations, not inconsistent with the provisions of this article, with respect to the form and content of application for licenses, the investigation of applicants, and other matters incidental or appropriate to his or her powers and duties as may be necessary for the proper administration and enforcement of the provisions of this article; and
 - (4) Conduct, on his or her own initiative, periodic investigations of apartment buildings throughout the city, concerning their compliance with this article.

Sec. 7-58. Minimum standards; responsibilities of landlord.

- (a) *Property standards.* A landlord shall comply with the following requirements.
 - (1) Eliminate a hole, excavation, sharp protrusion and other objects or conditions that exist on the premises and are reasonably capable of causing injury to a person.
 - (2) Securely cover or close a well, cesspool or cistern.
 - (3) Provide an adequate number of solid waste receptacles or containers on the premises.

- (4) Provide drainage to prevent standing water and flooding on the land or in a structure.
 - (5) Keep the premises clean and remove from the premises abandoned items, including but not limited to an abandoned motor vehicle, ice box, refrigerator, stove, glass, building material and fixtures, building rubbish or similar items, weeds, dead trees, trash or garbage.
 - (6) Keep the doors and windows of a vacant dwelling unit or vacant portion of an apartment building securely closed to prevent unauthorized entry.
 - (7) Maintain the doors and windows of a vacant structure or vacant portion of a structure in sound working condition, weather tight, watertight and rodent-proof. Doors and windows of a vacant structure or vacant portion of a structure may not be covered up, boarded over or otherwise enclosed for more than 30 days unless approved by the Building Official.
 - (8) Keep all areas of the building, grounds, facilities and appurtenances in a clean, safe and sanitary condition.
 - (9) Maintain parking lots, fire lanes, driveways, sidewalks, porches, patios and other paved areas free from deterioration, holes, excavations, sharp protrusions or any other object or condition which may cause injury to a person.
 - (10) Maintain legible parking and fire lane markings and wheel stops to provide for orderly and safe loading, unloading and parking of vehicles.
 - (11) Maintain vehicular and pedestrian control devices in good condition.
 - (12) The landlord shall remove all graffiti on any of the facilities as soon as practical but no later than 14 days from the date the landlord receives notice. The foregoing shall not relieve the landlord from complying with any visual blight ordinance or regulation.
 - (13) Maintain fences, gates and screening walls in good condition.
- (b) *Structural standards.* A landlord shall comply with the following requirements.
- (1) Protect the exterior surfaces of a structure that are subject to decay by application of paint or other coating.
 - (2) Provide and maintain railings for stairs, steps, balconies, porches and elsewhere as specified in the Mesquite City Code as well as the International Building Code, International Residential Code or International Property Maintenance Code, as amended by the Mesquite City Code.

- (3) Repair holes, cracks and other defects reasonably capable of causing injury to a person in stairs, porches, steps and balconies.
- (4) Maintain a dwelling unit or apartment building in a weather tight and watertight condition.
- (5) Maintain floors, walls, ceilings and all supporting structural members in a sound condition, capable of bearing imposed loads safely.
- (6) Repair or replace chimney flue and vent attachments that do not function properly.
- (7) Repair holes, cracks, breaks and loose surface materials that are health or safety hazards in or on floors, walls and ceilings.
- (8) Provide and maintain the building foundation system so it is capable of supporting the load which normal use may cause to be placed thereon.
- (9) Provide roofs so that they are structurally sound, maintained in a safe condition and have no defects which might admit rain or cause dampness in the walls or building interior.
- (10) Provide and maintain all portions, additions and sections of a roof system including, but not limited to: fascia, eaves, soffit, sheathing, rafter tails, barge rafter, vent screening, gutters, downspouts, roof jacks and lead or metal flashing. The roof system shall be complete with all trim strips, moldings, brackets, braces and supports. No component of the roof system shall display signs of deterioration, abuse or improper installation that could affect the purpose of that item or cause damage to the immediate area or roof structure, or create dampness or admit rain to the interior of the building.
- (11) Provide and maintain every dwelling unit with a safe, unobstructed means of egress.
- (12) Construct inside and outside stairs, porches and their appurtenances in a manner capable of supporting the load that normal use may cause to be placed thereon and maintain them in sound condition and good repair.
- (13) Provide and maintain every window and exterior door so it is weather tight, watertight and rodent-proof, and kept in sound working condition and good repair.
- (14) Provide every exterior door with properly installed hardware that is maintained to insure reasonable ease of operation to open, close and secure in an open or closed position, as intended by the manufacturer of the door and the attached hardware.
- (15) Provide and maintain garages, storage buildings and all other accessory structures in good repair and sound structural condition.

- (16) Maintain every structural element of the dwelling in a structurally sound condition, showing no evidence of deterioration that would render it incapable of carrying normal loads.
 - (17) Provide and maintain the privacy of bathrooms by installing doors with privacy hardware intended by manufacturer for that purpose.
 - (18) Maintain painted exterior surfaces free of flaking, chipping, peeling and fading paint.
 - (19) Provide every window and exterior door with security devices complying with Chapter 92 of the Texas Property Code.
- (c) *Utility standards.* A landlord shall comply with the following requirements.
- (1) Provide and maintain in working order connections to discharge sewage from a structure or land into a public sewer system.
 - (2) Provide and maintain in working order a toilet connected to a water source and to a public sewer in each dwelling unit.
 - (3) Provide and maintain in working order connections and pipes to supply potable water at adequate pressure to a dwelling unit.
 - (4) Provide and maintain a device to supply hot water of a constant minimum temperature of 120 degrees Fahrenheit within each dwelling unit.
 - (5) Provide and maintain in working order a kitchen sink, bathtub or shower and lavatory in each dwelling unit and connect them to a cold and hot water source.
 - (6) Connect plumbing fixtures and heating equipment that the landlord supplies in accordance with the plumbing code and mechanical code.
 - (7) Provide heating equipment capable of maintaining a minimum inside temperature of 68 degrees Fahrenheit in each room of a dwelling unit.
 - a. If, within a twelve-month period, more than six notices of violation are issued to a landlord under this section, a rebuttable presumption is created that all or part of the heating system is in system failure. In this event, the landlord shall provide a report to the Building Official, signed and sealed by a professional engineer registered in the State of Texas that delineates corrective action to be taken by the landlord to ensure the heating system will function without continuing interruptions or violations. The Building Official shall establish a reasonable compliance date for completion of repair or installation of no less than seven days and provide written notice to the landlord of the compliance date and that failure to take corrective

- action will result in the initiation of procedures for revocation of the certificate of occupancy for the use.
- b. Cooking appliances shall not be used to provide space heating to meet the requirements of this subsection.
 - c. Nothing in this section limits the City’s authority to take any other available action to enforce a violation, including but not limited to citations in municipal court or actions in civil court.
- (8) Provide and maintain air conditioning equipment capable of maintaining a maximum inside temperature at least 20 degrees cooler than the outside temperature. In no event, shall the inside temperature exceed 85 degrees Fahrenheit.
- a. If, within a twelve-month period, more than six notices of violation are issued to a landlord under this section, a rebuttable presumption is created that all or part of the air conditioning system is in system failure. In this event, the landlord shall provide a report to the Building Official, signed and sealed by a professional engineer registered in the State of Texas that delineates corrective action to be taken by the landlord to ensure the air conditioning system will function without continuing interruptions or violations. The Building Official shall establish a reasonable compliance date for completion of repair or installation of no less than seven days and provide written notice to the landlord of the compliance date and that failure to take corrective action will result in the initiation of procedures for revocation of the certificate of occupancy for the use.
- (9) Provide and maintain supply lines for electrical service to each dwelling unit.
- (10) Connect each heating device that burns solid fuel to a chimney or flue.
- (11) Provide and maintain electrical circuits and outlets sufficient to safely carry a load imposed by normal use of appliances and fixtures.
- (12) Maintain all electrical, plumbing, heating, cooking, refrigeration and other facilities supplied by the landlord in good working condition at all times.
- (13) Provide and maintain approved smoke detectors in each dwelling unit. The smoke detectors must be among those on an approved list maintained by the Building Official, and must be installed in accordance with local adopted codes.
- (14) Provide and maintain exterior illumination in the following areas:
- a. At appropriate points adjacent to all building entrances including individual dwelling units. Lighting shall be sufficient to illuminate areas where hazards may reasonably exist.

- b. Locate and provide parking areas, walkways, stairs, steps, doorways and garbage storage areas of the apartment complex so that the facial features of a person at least five feet tall are distinguishable from a distance of 35 feet.
 - c. Provide security lighting in compliance with all applicable city ordinances and state law.
- (d) *Health standards.* A landlord shall comply with the following requirements.
- (1) Eliminate rodents and vermin in or on the land.
 - (2) Maintain the interior of a vacant structure or vacant portion of a structure free from rubbish and garbage.
 - (3) Keep the interior of a structure or portion of a structure free from insects, rodents and vermin.
 - a. The landlord shall maintain those portions of the interior of a structure under his or her control free from rubbish, garbage and other substances that may encourage infestation by insects, rodents or vermin and from all other unsanitary conditions, and shall cause the structure to be exterminated of insects, rodents and other pests by an exterminator licensed by the state within five days after receiving notice from the City that extermination is necessary.
 - b. All structures in which insects, rodents or vermin are found shall be exterminated by approved processes that will not be injurious to human health. After extermination, the landlord and occupant shall take proper precautions to prevent re-infestation.
 - (4) Provide and maintain appropriate receptacles and conveniences for the removal of ashes, rubbish, garbage and other waste materials and arrange for frequent removal of such waste materials.
 - (5) Provide and maintain food-contact surfaces that are smooth and easily cleanable; impermeable to liquid; unpainted; not resurfaced; free from areas which are inaccessible to cleaning and inspection; free from breaks, seams, cracks, chips, pits or similar imperfections; and free from difficult-to-clean internal corners or crevices.
 - (6) Take immediate action to clear stoppages and partial blockages of all sanitary sewer systems. The landlord shall within 24 hours after notice of a malfunctioning sewer system:
 - a. Reinstate properly functioning sewer service; and

- b. Complete removal of all residue and complete treatment of all affected areas with a suitable disinfectant, including but not limited to, all area inside structures, underneath structures and all premises under the control of the landlord.
- (7) Maintain in operable condition, in compliance with the International Fire Code, all systems, devices and equipment provided on the property to detect fire, smoke and carbon monoxide, to actuate an alarm or to suppress or control a fire, or any combination thereof.
- (8) Remove all mold using methods acceptable to the Building Official.
- a. Smooth, hard surfaces, easily cleanable and generally resilient to mold growth and development may be cleaned for the abatement of mold.
 - b. Rough and porous surfaces, including wall coverings and finishes may be cleaned, treated and painted for the abatement of mold as so long as the mold growth does not reappear in the same location after the initial treatment. If the initial treatment fails to prohibit the growth of mold, the coverings and finish systems shall be replaced, including paneling, gypsum board and any other surface to which the growth is attached.
- (9) Maintain the shared or common areas of the dwelling and premises in a clean and sanitary condition.
- (e) *Defense to prosecution.* It is a defense to prosecution under Subsection (a) of this section that the premises concerned is the site of new construction and reasonable and continuous progress is being made to complete the construction.

Sec. 7-59. Responsibilities of tenant.

A tenant shall comply with the following requirements.

- (1) Maintain the interior of a dwelling unit free from rubbish and garbage.
- (2) Remove an animal from a dwelling unit if the presence of the animal is a health hazard to a tenant.
- (3) Report in writing to the landlord any defective conditions in the premises or dwelling unit.
- (4) Place ashes, rubbish, garbage and any other waste material in the appropriate receptacles provided by the landlord.
- (5) Not alter a structure or its facilities so as to create a nonconformity with Section 7-58.

- (6) Use in a reasonable manner, as provided in the manufacturer's instructions, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, in the premises.
- (7) Not intentionally destroy, deface, damage, impair or remove any part of the premises or permit or suffer any other person to do so.
- (8) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that will not disturb any neighbors' peaceful enjoyment of the premises. For purposes of this article, such unpermitted conduct includes, but is not limited to, any loud playing of music, television, radio, instrument or any other mechanical device.
- (9) When vacating the apartment, remove all trash and debris.
- (10) Comply with Section 7-85 for occupancy limitations.
- (11) Not alter or remove any smoke detector, heat detector, fire alarm initiating or notification device, or any other life safety device located in the premise or dwelling unit.
- (12) Not alter or remove any window or door security hardware.

Sec. 7-60. Repair duties.

- (a) The landlord has the duty to furnish and maintain the premises in accordance with the standards enumerated in Section 7-58.
- (b) The landlord shall provide to all tenants an emergency telephone number which is answered at all times during night or day.
- (c) Upon notice by the tenant in writing of any defective condition in the premises or dwelling unit in noncompliance with the standards stated in Section 7-58, the landlord shall repair such condition within a reasonable period of time. Except as otherwise provided for emergency situations, if the landlord fails to complete repairs within seven days, the tenant may file a complaint in writing to the Building Official for enforcement of the article. The Building Official shall establish a time in which the repair must be completed, based upon the nature of repair and the difficulty involved, and shall issue a citation if the defect is not corrected within such reasonable time.
- (d) In emergency situations, the tenant shall notify the landlord immediately by way of the emergency telephone number. For purposes of this article, "emergency situations" are defined as a stopped up commode, overflowing bathtub or sink, broken pipes, leaking roof, emergency electrical malfunction, heating and air conditioning systems that do not meet the utility standards as specified in Section 7-58(c)(7) and (8) or other situations having immediate adverse effects on the health or safety of the tenant or the subject property. Upon notification, the landlord shall respond immediately and furnish assistance to the tenant

within one hour from such notification, where possible. If the landlord fails to complete repairs within 24 hours after notice, the tenant may file a complaint with the Building Official.

- (e) When any portion of an apartment building is damaged by fire and rendered uninhabitable the landlord, shall, within 24 h, secure the building to prevent entry from unauthorized persons; and, within thirty (30) days after notice from the Building Official or designee, remove all refuse, debris, charred and partially burned lumber and material from the premises, and begin making the necessary repairs to the building.
- (f) A landlord shall comply with Section 92.055 of the Texas Property Code when a rental unit is closed as provided by that section.

Sec. 7-61. Notice requirements.

- (a) A person "notifies" or "gives a notice or notification" to another person by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know it. A person "receives" a notice or notification when:
 - (1) It comes to his or her attention; or
 - (2) In case of the landlord, it is delivered at the place of business of the landlord through which the rental agreement was made or at any place held out by the landlord as the place for receipt of the communication, or in the case of the tenant, it is delivered in hand to the tenant or mailed by registered or certified mail to the tenant at the place held out by him or her for receipt of the communication, or in the absence of such designation, to the tenant's last known place of residence.
- (b) Except as provided in Paragraph (1) of this subsection, a tenant may not file a complaint with the Building Official under the terms of this article until seven days have elapsed following written notice to the manager.
 - (1) For failure of the landlord to repair air conditioning, heating or sanitary sewer systems, a tenant may file a complaint with the Building Official 24 hours after the tenant gives notice to the landlord.

Sec. 7-62. Affirmative defenses.

Notwithstanding all other sections of this article, it will be an affirmative defense to a complaint if the defendant landlord is able to establish that:

- (1) The noncomplying condition described in the complaint was repaired within the prescribed time limits set forth in Section 7-60;
- (2) The noncomplying condition was repaired within the time limits established by the Building Official, or that the period for repair was unreasonable due to circumstances beyond the control of the landlord;

- (3) The required notice in Section 7-61 was not provided;
- (4) The noncomplying condition was caused by the deliberate or intentional conduct of the complaining party; or
- (5) The noncomplying condition could have been corrected but for the tenant's refusal to permit access to his or her apartment.

Sec. 7-63. Rental agreement; disclosure; administrative responsibilities.

- (a) A landlord shall disclose to the tenant, by properly posting in the office, the name and address of:
 - (1) Each property manager and resident manager; and
 - (2) The management company responsible for the operation of the company.
- (b) A landlord shall leave notice of entry, whenever it is necessary to enter an apartment without the specific permission of the tenant. Such notice shall include date, time, purpose and the person who has entered the apartment unit.
- (c) A landlord shall distribute to all tenants a copy of this article, describing the rights and responsibilities of the tenants, and shall keep a log book with name, date and signature of the person receiving same, for a period of one year, for official use by the City. The Building Official or other representative of the City may inspect the log book upon request, with the consent of the landlord; or through a warrant, subpoena or any other remedy provided by law.

Sec. 7-64. Retaliatory eviction.

Compliance with Section 92.331 of the Texas Property Code, “Retaliation by Landlord” is required.

Sec. 7-65. Penalties.

Any person violating any provision of this article shall, upon conviction thereof, be subject to enforcement and a fine as specified in Section 1-6 of this Code.

Secs. 7-66—7-80. - Reserved.

DIVISION 2. LICENSE

Sec. 7-81. Required; trade name registration.

- (a) No person shall maintain, conduct, operate or rent a dwelling unit in an apartment complex for compensation within the City, or act as agent for another who is renting dwelling units in an apartment complex, without first obtaining an apartment license from the Building Official. Should a person own or maintain an apartment complex at more than one location,

a duplicate license is required for each additional location. The license issued to an owner authorizes such owner and its bona fide agents or employees to rent dwelling units to tenants.

- (b) An owner shall register with the Building Official the trade name of his or her apartment complex, and shall not use or permit to be used more than one trade name at a single location.

Sec. 7-82. Application; place of business; issuance, renewal and expiration.

- (a) Applications for a license shall be filed with the Building Official on a form provided for that purpose. Should an applicant own an apartment complex at more than one location, a separate application must be filed for each location. The following information shall be required on the application: Name, primary address, telephone number of the owner, property manager, resident manager and lender, the street address of the apartment building and the name of the registered agent on file with the Secretary of State.
- (b) The apartment complex licenses expire on May 31 of each year.
- (c) The Building Official may, at any time, require additional information of the owner or property manager, to clarify items on the application.
- (d) When the resident manager, address, trade name, ownership, lender or management of an apartment complex is changed, notice of such change together with updated information, including but not limited to name, address and telephone number of the new agent, owner, lender or management, shall be provided to the Building Official within 10 days.

Sec. 7-83. Apartment license fee.

The annual fee for an apartment complex license is \$13.00 per unit. The fee is payable to the City of Mesquite and is due on May 31 of each year.

Sec. 7-84. Display, replacement and transferability.

- (a) Each license issued pursuant to this article together with a copy of this article must be posted and displayed in a conspicuous place in the leasing office or other office location to which the tenant has access to during reasonable hours of operation.
- (b) An apartment complex license is not assignable or transferable.

Sec. 7-85. Occupancy limits.

- (a) A landlord shall not allow a structure or dwelling unit to exceed the occupancy limits in Texas Property Code Section 92.010, as amended.
- (b) The landlord shall keep records that reflect the number of occupants in each dwelling unit. The Building Official or other representative of the City may inspect the occupancy records

upon request, with the consent of the landlord; or through a warrant, subpoena or any other remedy provided by law.

SECTION 2. That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 3. That should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

SECTION 4. That any person (as defined in Chapter 1, Section 1-2 of the Code of the City of Mesquite, Texas, as amended) violating any of the provisions or terms of this ordinance shall be deemed to be guilty of a Class C Misdemeanor and upon conviction thereof, shall be subject to a fine not to exceed Two Thousand (\$2,000.00) Dollars for each offense, provided, however, if the maximum penalty provided for by this ordinance for an offense is greater than the maximum penalty provided for the same offense under the laws of the State of Texas, the maximum penalty for violation of this ordinance for such offense shall be the maximum penalty provided by the laws of the State of Texas. Each day or portion of a day any violation of this ordinance continues shall constitute a separate offense.

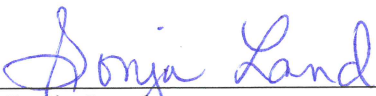
SECTION 5. That this ordinance shall take effect and be in force from and after five days after publication.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas, on the 18th day of March 2019.



Stan Pickett
Mayor

ATTEST:



Sonja Land
City Secretary

APPROVED:



David L. Paschall
City Attorney