

CAUSE NO. 2020CCV-61094-2

William A. Rickertsen
Plaintiff.

IN THE COUNTY COURT

VS.

AT LAW NO. 2

CITY OF CORPUS CHRISTI,
MAYOR JOE MCCOMB,
&
COUNTY OF NUECES
COUNTY JUDGE BARBARA CANALES.
Defendants.

NUECES COUNTY TEXAS

**PLAINTIFF'S VERIFIED ORIGINAL PETITION AND REQUEST FOR
TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND
DECLARATORY RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

William A. Rickertsen, Plaintiff herein, files this sworn petition and request for injunctive and declaratory relief against the above-named Defendant, and would respectfully show the following:

PARTIES

1. Plaintiff is an individual residing in Nueces County, Texas.
2. Defendant City of Corpus Christi and Mayor Joe McComb may be served at the Corpus Christi city offices located at, 1201 Leopard St., Corpus Christi, TX, 78401. Nueces County and County Judge Barbara Canales, may be served at the Nueces County courthouse located at 901 Leopard St., Corpus Christi, TX 78401. All such addresses are in Nueces County, Texas.

CLERK OF COUNTY &
DISTRICT COURTS
NUECES COUNTY, TEXAS
20 JUL 31 PM 1:54
FILED BY ANNE LORENZEN
BY *William A. Rickertsen*

VENUE

3. Venue is proper in Nueces County, Texas. All parties are in Nueces County, Texas, the events arose in Nueces County, Texas and the real estate that is the subject of the suit is located in Nueces County, Texas.

SWORN FACTS

The following facts and questions support Plaintiff's claim for relief:

4. Plaintiff is a resident, a property owner and a taxpayer of Nueces County Texas.

5. The Plaintiff is alleging the Defendants have conspired to cause a "Breach of Contract" between the City and the Plaintiff and is requesting that a Temporary Restraining Order be issued, restraining these Defendants and all other local officials from denying the Plaintiff vehicle access to the beaches and additionally, from raising Plaintiff's taxes to recoup the expenses of any and all other lost revenue caused by unlawful actions of Defendants, due to the unlawful closing of the beaches, until the court has ruled on this Breach of Contract.

"Texas breach of contract laws provide a legal remedy in instances where one party fails to uphold the terms of a contract. A breach of contract claim is a civil action in Texas. For a successful lawsuit, the plaintiff alleging breach of contract must prove all these elements: A valid oral or written contract exists. To be valid, a contract must contain an offer, acceptance of that offer, and consideration".

6. Sometime in the first several months of 2020, Plaintiff did purchase from the Stripes Store at the corner of Whitecap and PR 22 on North Padre Island, Texas, Two (2) "Beach Parking Permits", at a cost off \$12.00 each. These "Beach Parking Permits" are for entire year of 2020. The fore mentioned "Beach Parking Permits" were and (as of the date of this petition) are still being advertised and sold by the City of Corpus Christi as follows below and as such, are a legal and binding contract between the Defendants and Plaintiff, which the Defendants have now breached on numerous occasions:

Taken from City of Corpus Christi website:

Beach Parking Permits

We invite you to our gulf beaches for...

Endless Play & Relaxation!

Whether you're a visitor to Corpus Christi or a local resident, our beaches provide a place to leave your busy life behind—a time to slow down, relax, play and recharge! Beaches are a great place to spend time with friends and family for a weekend getaway or staycation. Get out there and enjoy life!

The Corpus Christi Parks & Recreation Department has made it convenient for beach visitors to buy their 2020 Beach Parking Permit at various locations throughout the city and on the beach. **The permit gives you access to miles and miles of our local gulf beaches and is required on designated areas where posted.** All the funds from the permit sales will be used to provide clean and safe miles of beaches for all beach visitors to enjoy. **Display the sticker on the windshield of your vehicle—it is your ticket to fun! The permit is only \$12 and is good from January 1–December 31, 2020, so come back and visit us as often as you wish.**

We encourage visitors to buy their permit before heading to the beach.

The permits are sold year-round at the following locations:

- Stripes* (Padre Island, Flour Bluff, & select stores in central Corpus Christi)
- H-E-B (Aransas Pass, Corpus Christi, Portland & Rockport)
- Walmart (Flour Bluff & Aransas Pass)
- Academy Sports (Corpus Christi & Portland)
- Naval Air Station-Corpus Christi/ITT Department
- Corpus Christi Convention & Visitors Bureau
- Nueces County Padre Balli Park Headquarters Office
- Dick's Sporting Goods
- TAMUCC (University Services)
- Central Cashiering at Corpus Christi City Hall
- Circle K (Padre Island & Flour Bluff)
- Murphy Oil USA (Alice, Aransas Pass, Corpus Christi, Portland & Rockport)

***Below are all the participating STRIPES stores:**

- 6901 South Padre Island Drive, Corpus Christi, TX 78412
- 6101 Ocean Drive, Corpus Christi, TX 78411
- 14526 S. Padre Island Drive, Corpus Christi, TX 78418
- 10361 South Padre Island Drive, Corpus Christi, TX 78418
- 15233 South Padre Island Drive, Corpus Christi, TX 78418
- 9602 South Padre Island Drive, Corpus Christi, TX 78418
- 15302 South Padre Island Drive, Corpus Christi, TX 78418
- 11201 IH-37, Corpus Christi, TX 78410
- 4754 South Padre Island Drive, Corpus Christi, TX 78411
- 5939 South Padre Island Drive, Corpus Christi, TX 78412
- 601 South Padre Island Drive, Corpus Christi TX 78417

(List of vendors updated on 3-2-2020)

7. On Easter Sunday of this year, the Defendants did individually and/or collectively deny the Plaintiff and his family access to the "miles and miles" of beaches listed in the fore mentioned advertisement, put out by the City of Corpus Christi. Again, on the extended Fourth of July holiday of 2020, these same defendants again denied Plaintiff and family and friends access to said "miles and miles" of beaches. This time, from Thursday thru Monday, not just one day. On July 15th, these same defendants have again denied Plaintiff, my family and friends access to said "miles and miles" of beaches for two weeks. At this time, it would only be speculation on the plaintiff's part,

but the odds are these Defendants, will deny Plaintiff access to the "miles and miles of beaches" several more times over the next many months.

8. The Defendants have alleged that people going to the beach may be contributing to the spread of a virus. Do the Defendants contend that the beach is the only place in the City and/or County that citizens get together over holidays and weekends and can contract said virus?

9. The Defendants cannot produce any factual proof that going to the beach increases the number of cases of the virus, only speculation.

10. The Defendants are politicians and as such they feel the need to "do something", even if it is wrong just be able to say they "did something" at the next press conference.

11. If the Defendants had factual proof that citizens going to the beach on Easter Sunday was going to cause an increase of virus-related cases, why did they continue to sell Beach Parking Permits after Easter Sunday, if they knew they were going to close the beaches to vehicles over and over again? The locations listed above were still sell permits as of the date of this petition.

12. The Defendants, selling Beach Parking Permits to citizens after Easter Sunday, while knowing they were going to order additional "parking on the beach restrictions" (Breaching the Contracts). Accepting compensation for said Beach Parking Permits after Easter Sunday, should be considered "Fraud with the Intent to Deceive. Taking compensation for a service or product that one party of a contract (Defendants) knew they were not going to deliver to the other party of a contract (purchasers of said Beach Parking Permits) is Fraud.

13. Defendant Barbara Canales does not have the authority to void and/or nullify legally binding contracts (Beach Parking Permits) entered into by the City of Corpus Christi.

14. The Plaintiff is a tax paying citizen of Nueces County and as such is, in all likelihood, going to be required by the Defendants to pay increased taxes in future years, to offset the negative effects on the local economy, caused by the actions of the Defendants. Closing the beaches to vehicle traffic, causes business to be interrupted, causing local businesses to go out of business or lost business due to tourists and locals not going to the beaches and as such not shopping at said local businesses. Defendant Canales actually went on local television requesting tourist NOT come to Nueces County. Padre Island (a part of the City of Corpus Christi and Nueces County) is one of the premier tourist attractions in the State of Texas, if not the country.

15. The Plaintiff, as a taxpayer of the City and County is also, in all likelihood, is in the future, going to be required by the Defendants to pay additional taxes to fund all of the expenses to not only erect all of the gates and barriers on many access locations to the beaches, but also all of the overtime payroll expenses. On Easter Sunday alone, the Plaintiff witnessed 30-40 law enforcement vehicles along with the personnel to man said vehicles "guarding" the entrances to the beaches from Beach Access Rd 6 all the way to Port Aransas.

16. During the extended Fourth of July weekend, the Defendants caused local law enforcement personnel to issue parking tickets to citizens parked on local streets and Access Roads due to the fact that Defendants denied vehicle beach parking. Local citizens and tourist had little or no notice that the beaches were going to be closed, creating an extreme hardship on people coming to the beaches and then giving parking tickets to some or all of those who were rudely inconvenienced by the actions of the Defendants. Parking tickets were in the range of \$250.00.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff William A. Rickertsen is requesting that a Temporary Restraining Order be issued, restraining these Defendants and any and all other local officials from denying Plaintiff access to the beaches until the court has ruled on the Breach of Contract matter; and that Defendants be ordered to refund any and all money receive as a result of parking tickets; and that the Defendants be ordered to ""NOT"" increase any taxes for the period of Five (5) years to recover any costs or lost revenue due to the unlawful and misguided actions of the Defendants; and that Defendants be cited to appear and show cause and that on such hearing , a temporary Injunction be issued, enjoining Defendants as requested; and that Plaintiff have judgement against Defendants for the requested declarations, orders and decrees or any other such declarations and decrees ordered by the Court to protect the interest of the plaintiff; costs of court; and any such other further relief, at law or in equity, as the which Plaintiff may be justly entitled.

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'W' followed by a long, horizontal, slightly wavy line that tapers off to the right.

WILLIAM A. RICKERTSEN

July 23, 2020