

**AN ORDINANCE OF THE SABINE-NECHES NAVIGATION DISTRICT OF
JEFFERSON COUNTY, TEXAS**

PROHIBITING THE ABANDONMENT, DISCARDING, DEPOSITING, SINKING, OR ALLOWING TO REMAIN OF TANGIBLE ITEMS IN, ON, UNDER, UPON, ACROSS, OR INTO THE WATERWAYS AND CHANNELS WITHIN THE JURISDICTION OR CONTROL OF THE DISTRICT; DECLARING SUCH ITEMS TO BE OBSTRUCTIONS AND/OR PUBLIC NUISANCES; REQUIRING REMOVAL AT THE EXPENSE OF THE RESPONSIBLE PARTY; AUTHORIZING DISTRICT REMOVAL, EMERGENCY REMOVAL, CIVIL RECOVERY OF COSTS, COURT COSTS, ATTORNEY FEES, INTEREST, LIENS, AND OTHER REMEDIES TO THE EXTENT PERMITTED BY LAW; PROVIDING A MISDEMEANOR PENALTY OF NOT MORE THAN \$500 FOR EACH OFFENSE OR VIOLATION; AND PROVIDING FOR NOTICE, PUBLICATION, SEVERABILITY, CUMULATIVE REMEDIES, AND AN EFFECTIVE DATE.

WHEREAS, the Sabine-Neches Navigation District of Jefferson County, Texas (the "District" or "Navigation District"), formerly the Jefferson County Waterway and Navigation District, was created by the Texas Legislature pursuant to Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, and was duly approved by the voters, authorized, and organized as a navigation district under Article XVI, Section 59, of the Texas Constitution;

WHEREAS, the geographical boundaries of the District are coextensive with Jefferson County, Texas, and the District is a governmental agency and a body politic and corporate created to serve a public use and benefit;

WHEREAS, Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, as amended, grants the District the rights, powers, privileges, authority, functions, and duties provided by the general law of this State applicable to navigation districts created under Article XVI, Section 59, of the Texas Constitution, including applicable provisions of Chapters 60 and 62 and 49 of the Texas Water Code;

WHEREAS, Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, as amended, authorizes the District to operate, develop, and improve ship channels and waterways within its boundaries and outside but adjacent to its boundaries and extending into the Gulf of Mexico, and to act as local sponsor for projects developed by the federal government;

WHEREAS, House Bill 3634 of the 80th Legislature, Regular Session, amended Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, by changing the name of the District to the Sabine-Neches Navigation District of Jefferson County, Texas and by adding Section 6A, which authorizes the Board of the District to adopt, amend, repeal, and enforce an ordinance, rule, or police regulation necessary to protect, secure, and defend the ship channels and waterways in the jurisdiction of the District and facilities served by those ship channels and waterways; to promote the health, safety, and general welfare of any person using the ship channels and waterways in the jurisdiction of the District; and to comply with federal law, regulation, directive, or standard relating to securing ship channels and waterways and facilities served by those ship channels and waterways;

WHEREAS, Section 6A of Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, as amended, further authorizes a sheriff, constable, other duly constituted peace officer of this State, or a peace officer employed or appointed by the Board of the District to make arrests,

serve criminal warrants, subpoenas, or writs, and perform any other service or duty that may be performed by a sheriff, constable, or other duly constituted peace officer of this State in enforcing a District ordinance, rule, or police regulation;

WHEREAS, Section 60.043 of the Texas Water Code provides that board of commissioners of a navigation district has absolute control over channels or other waterways within the corporate limits of the district and turning basins, yacht basins, and storage basins, and may prevent or remove any obstructions of those facilities and fix proper fees, charges, and tolls for their use;

WHEREAS, Section 60.078 of the Texas Water Code provides that a violation of Subchapter D of Chapter 60 or of an ordinance, rule, or regulation adopted by a district under that subchapter is a misdemeanor and that the Board of the District may provide for punishment by a fine of not more than \$500 for each offense or violation;

WHEREAS, the District is authorized by law to and serves as local sponsor or nonfederal sponsor with the United States Army Corps of Engineers for the Sabine-Neches Waterway and improvement projects affecting the Sabine-Neches Waterway, and the District has responsibilities relating to the improvement, operation, maintenance, protection, security, improvement, and continued navigability of the Waterway;

WHEREAS, abandoned, discarded, deposited, sunken, submerged, buried, floating, grounded, or unsecured tangible items in, on, under, upon, across, or into the ship channels, waterways, channels, turning basins, anchorage basins, and other facilities within the jurisdiction or control of the District create an immediate and continuing risk to navigation, dredging, channel maintenance, surveying, inspection, security, emergency response, and other waterway operations;

WHEREAS, such tangible items present a risk to the health and safety of the users and maintainers of the waterways covered by this Ordinance and present a risk to the citizens of Jefferson County who could be impacted by navigation incidents, collisions, allisions, groundings, flooding, environmental harm, interruption of commerce, interruption of emergency response, or other incidents caused by or related to abandoned or discarded tangible items;

WHEREAS, the Board of Commissioners finds that the abandonment, discarding, depositing, sinking, or allowing to remain of tangible items in, on, under, upon, across, or into the Waterway constitutes an obstruction, hazard, and public nuisance when such items are not lawfully authorized, maintained, secured, and timely removed, and that prompt removal and full cost recovery are necessary to protect the Waterway and the public;

WHEREAS, the Board of Commissioners finds that persons who create, cause, contribute to, own, control, operate, maintain, permit, or benefit from such tangible items should bear the cost of removal and should not shift those costs to the District, waterway users, or the taxpayers and citizens of Jefferson County; and

WHEREAS, the Board of Commissioners finds that this Ordinance is necessary and advisable to protect, secure, defend, maintain, and preserve the ship channels and waterways in the jurisdiction of the District, to promote the health, safety, and general welfare of persons using or affected by the Waterway, to prevent or remove obstructions, to facilitate navigation and

commerce, and to recover the District's costs when the District must remove or pay others to remove abandoned or discarded tangible items.

**NOW, THEREFORE, BE IT ORDAINED BY THE DIRECTORS OF THE SABINE-NECHES
NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS:**

SECTION 1. AUTHORITY AND JURISDICTION.

The Board of Commissioners of the Sabine-Neches Navigation District of Jefferson County, Texas is authorized and empowered to adopt and enforce this Ordinance by Article XVI, Section 59, of the Constitution of the State of Texas; Chapter 1472, Acts of the 77th Legislature, Regular Session, 2001, as amended, including Sections 5, 6, 6A, and 6B; Chapter 60 of the Texas Water Code, including Sections 60.043, 60.074, 60.075, and 60.078; Chapter 62 of the Texas Water Code, to the extent applicable; and all other applicable law.

The geographical boundaries of the District are coextensive with Jefferson County, Texas. The District exercises jurisdiction and authority over the Sabine-Neches Waterway, adjacent waterways, ship channels, channels, turning basins, anchorage basins, and other facilities and areas within the District's jurisdiction or control, including facilities served by those ship channels and waterways and all vessels and users using the Waterway to the extent allowed by law.

The use of the Waterway constitutes acceptance by each User of the rules, regulations, duties, charges, and remedies stated in this Ordinance, as they exist or may be amended from time to time. This Ordinance applies to every Person and to every Tangible Item within the jurisdiction or control of the District, to the maximum extent permitted by law.

SECTION 2. PURPOSE; LIBERAL CONSTRUCTION.

The purpose of this Ordinance is to prohibit the abandonment, discarding, depositing, sinking, or allowing to remain of Tangible Items in, on, under, upon, across, or into the Waterway; to require Responsible Parties to remove such items promptly and safely; to authorize the District to remove such items when necessary; to allow the District to recover all Costs incurred in investigation, enforcement, removal, storage, disposal, restoration, and civil collection; and to provide criminal penalties for violations.

This Ordinance is remedial and protective. It shall be liberally construed to protect navigation, commerce, public health, public safety, Waterway improvement, Waterway maintenance, security, and the general welfare, and to place the financial burden of removal and enforcement on the Responsible Parties rather than on the District, the public, or other Waterway users.

This Ordinance does not authorize any act prohibited by federal or state law, does not relieve any Person from compliance with federal or state law or any permit, license, easement, lease, agreement, or order, and supplements all remedies available to the District under law.

SECTION 3. DEFINITIONS.

For purposes of this Ordinance, the following terms have the meanings assigned below. Terms used in the singular include the plural, and terms used in the plural include the singular, as the

context requires. The word "including" means "including, but not limited to," unless a different meaning is expressly stated.

- (1) **"Abandon," "Abandoned," or "Abandonment"** means to leave, desert, relinquish, forsake, surrender, dispose of, cast away, sink, ground, bury, release, or permit to remain a Tangible Item in, on, under, upon, across, or into the Waterway without lawful authority and without prompt and complete removal. The term includes: (a) failure to retrieve or remove a Tangible Item after a loss, casualty, breakaway, sinking, collapse, grounding, failure, severance, release, or other event; (b) failure to remove a Tangible Item within the time stated in a District notice or removal directive; (c) leaving a Tangible Item unattended, unsecured, unmarked, unidentified, submerged, buried, partially buried, floating, grounded, inoperative, unmaintained, or not reasonably capable of safe movement; and (d) allowing a Tangible Item to remain after any permit, easement, lease, license, contract, or written authorization has expired, terminated, been revoked, or no longer authorizes the item in its actual condition or location.
- (2) **"Allow to remain"** means to own, operate, control, maintain, manage, use, benefit from, possess, permit, suffer, fail to remove, fail to secure, fail to mark, fail to identify, fail to report, or fail to take reasonable steps to remove a Tangible Item after a Person knows or reasonably should know that the Tangible Item is in, on, under, upon, across, or into the Waterway in violation of this Ordinance.
- (3) **"Barge"** means a non-self-propelled or self-propelled floating vessel, craft, scow, lighter, deck barge, tank barge, hopper barge, spud barge, crane barge, work barge, dredge barge, material barge, or other floating platform or structure used or capable of being used for transportation, storage, construction, dredging, repair, maintenance, or any waterborne purpose, whether afloat, grounded, sunken, dismantled, or inoperative.
- (4) **"Board" or "Commission"** means the Navigation and Canal Commissioners of the Sabine-Neches Navigation District of Jefferson County, Texas, acting as the governing body of the District.
- (5) **"Cable"** means any cable, line, hawser, rope, chain, electrical cable, communications cable, fiber optic cable, conduit, umbilical, towline, mooring line, guy line, wire rope, or similar item, whether active, inactive, abandoned, buried, exposed, severed, bundled, spooled, attached, detached, floating, suspended, or submerged.
- (6) **"Channel"** means any ship channel, navigable channel, authorized channel, maintained channel, access channel, entrance channel, turning channel, berth approach, slip, canal, basin, turning basin, anchorage basin, storage basin, yacht basin, or other waterway or navigation feature within the jurisdiction or control of the District.
- (7) **"Civil Action" or "Court Action"** means any lawsuit, claim, counterclaim, cross-claim, third-party claim, intervention, collection proceeding, enforcement proceeding, injunctive proceeding, declaratory action, attachment, arrest, foreclosure, administrative proceeding, appeal, or other judicial or quasi-judicial proceeding brought by or against the District to enforce this Ordinance or to recover Costs.

- (8) "**Costs**" means all actual, reasonable, necessary, or incidental costs, expenses, charges, fees, liabilities, and obligations incurred, paid, or obligated to be paid by the District, directly or indirectly, because of or in connection with a Tangible Item or a violation of this Ordinance. Costs include investigation, inspection, surveying, hydrographic surveying, sonar, dive operations, engineering, planning, permitting, environmental review, legal review, safety measures, security, notice, publication, marking, lighting, buoying, raising, salvage, cutting, plugging, capping, disconnecting, de-energizing, draining, cleaning, containment, mitigation, remediation, decontamination, dredging, excavation, removal, towing, hauling, loading, unloading, storage, custody, preservation, demolition, recycling, sale, disposal, site restoration, repair, replacement, administrative time, overhead, consultant fees, contractor charges, equipment charges, staff time, law enforcement assistance, emergency response, expert fees, court costs, litigation expenses, reasonable attorney fees, pre-judgment interest, post-judgment interest, and any other related cost or expense.
- (9) "**Debris**" means any Tangible Item, fragment, remnant, scrap, waste, refuse, rubbish, dunnage, wreckage, construction material, demolition material, cargo residue, equipment part, pipeline segment, wire, cable, pipe, anchor, stone, concrete, piling, timber, metal, plastic, container, drum, box, or other material, whether large or small, whole or partial, natural or man-made, useful or useless, hazardous or nonhazardous.
- (10) "**Deposit, "Discard," or "Discharge"** means to throw, dump, drop, release, spill, cast, place, put, push, pull, launch, lower, sink, scuttle, jettison, drain, store, bury, leave, abandon, or otherwise cause, allow, or permit a Tangible Item to enter, be placed in, or remain in, on, under, upon, across, or into the Waterway.
- (11) "**District**" or "**Navigation District**" means the Sabine-Neches Navigation District of Jefferson County, Texas, formerly the Jefferson County Waterway and Navigation District, including its Board, officers, employees, agents, contractors, representatives, and authorized designees when acting on behalf of the District.
- (12) "**District Property or Facility**" means any property, easement, right-of-way, channel, waterway, basin, placement area, spoil area, improvement, facility, structure, work, project, right, interest, or other asset owned, leased, sponsored, operated, maintained, improved, regulated, protected, secured, controlled, or used by the District, to the extent of the District's lawful authority.
- (13) "**Emergency**" means any condition, occurrence, or circumstance that in the judgment of the District, the United States Coast Guard, the United States Army Corps of Engineers, or another governmental authority presents or may present an imminent, immediate, continuing, or substantial risk to navigation, life, health, safety, property, the environment, waterway maintenance, security, flood control, drainage, commerce, or the public welfare.
- (14) "**Equipment**" or "**Machinery**" means any tool, machine, engine, motor, pump, generator, compressor, vehicle, crane, dredge, excavator, loader, vessel equipment, construction equipment, maintenance equipment, industrial equipment, appurtenance, attachment, component, spare part, or item used or capable of being used in construction, maintenance, transportation, dredging, industrial, marine, commercial, or utility operations.

- (15) "**Hazard to Navigation**" means any Tangible Item or condition that obstructs, impedes, restricts, endangers, delays, interferes with, or may obstruct, impede, restrict, endanger, delay, or interfere with navigation, vessel traffic, dredging, surveying, inspection, waterway maintenance, berth access, anchorage use, turning basin use, emergency response, aids to navigation, security operations, or any lawful use of the Waterway.
- (16) "**Notice**" means written notice issued by or on behalf of the District by personal delivery, mail, courier, electronic mail, posting on or near the Tangible Item, posting at a terminal or facility reasonably associated with the Tangible Item, publication in any newspaper of general circulation within District, or any other method reasonably calculated to inform a Responsible Party under the circumstances. Notice to the last address shown in District records, governmental records, permit records, vessel documentation, pipeline records, contract records, terminal records, real property records, or records of the Texas Secretary of State is sufficient unless another method is required by law.
- (17) "**Obstruction**" means any Tangible Item or condition that is located in, on, under, upon, across, or into the Waterway and that obstructs, impedes, restricts, endangers, delays, interferes with, or may obstruct, impede, restrict, endanger, delay, or interfere with the Waterway, a Channel, a District Property or Facility, navigation, improvement, maintenance, dredging, surveying, inspection, drainage, flood control, security, emergency response, commerce, or the health, safety, or general welfare of any Person.
- (18) "**Operator**" means any Person who operates, manages, navigates, directs, controls, charters, leases, maintains, supervises, uses, has custody of, or exercises control over a Tangible Item, Vessel, Barge, Vehicle, Equipment, Machinery, Pipe, Pipeline, Wire, Cable, Anchor, Stone, Debris, facility, construction activity, maintenance activity, dredging activity, terminal operation, or waterway operation; or in the case of Abandoned Tangible Item, Vessel, Barge, Vehicle, Equipment, Machinery, Pipe, Pipeline, Wire, Cable, Anchor, Stone Debris, facility, construction activity, maintenance activity, dredging activity, terminal operation, or waterway operation, the last known Person who operated, managed, navigated, directed, controlled, chartered, leased, maintained, supervised, used, had custody of, or exercised control over a Tangible Item, Vessel, Barge, Vehicle, Equipment, Machinery, Pipe, Pipeline, Wire, Cable, Anchor, Stone Debris, facility, construction activity, maintenance activity, dredging activity, terminal operation, or waterway operation.
- (19) "**Owner**" means any Person having legal title, equitable title, beneficial ownership, possessory rights, a leasehold interest, a security interest, a lien interest, a permit interest, an easement interest, a right of control, or any other ownership, possessory, operational, or beneficial interest in a Tangible Item. The term includes any person identified as owner, operator, lessee, charterer, permittee, applicant, licensee, easement holder, grantee, contractor, or responsible party in District records, governmental records, vessel documentation, pipeline records, real property records, permit records, contract records, terminal records, insurance records, or other reliable records.
- (20) "**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, trust, estate, receiver, trustee, owner, operator, master, charterer, lessee, agent, contractor, subcontractor, terminal owner, terminal operator, facility owner, facility

operator, pipeline owner, utility owner, cargo owner, shipper, consignee, governmental entity, political subdivision, or other legal or commercial entity of any kind.

- (21) **"Pipe" or "Pipeline"** means any pipe, pipeline, flowline, gathering line, transmission line, distribution line, utility line, casing, conduit, culvert, tube, hose, riser, valve, fitting, flange, meter, support, marker, coating, wrapping, anode, appurtenance, or segment or component of any of the foregoing, whether active, inactive, idle, out of service, abandoned, plugged, capped, buried, exposed, severed, collapsed, floating, suspended, or submerged, and whether used or formerly used for oil, gas, water, wastewater, stormwater, chemicals, communications, electricity, or any other commodity, substance, or service.
- (22) **"Public Nuisance"** means a condition, act, or omission that endangers or may endanger life, health, safety, property, navigation, commerce, waterway maintenance, security, drainage, flood control, the environment, or the general welfare of the public or of persons using or affected by the Waterway.
- (23) **"Remove" or "Removal"** means to investigate, locate, mark, secure, survey, raise, salvage, cut, cap, plug, disconnect, de-energize, drain, clean, contain, remediate, excavate, dredge, pull, lift, tow, haul, move, relocate, store, preserve, demolish, recycle, sell, dispose of, restore the site of, or otherwise abate a Tangible Item, Obstruction, Hazard to Navigation, or Public Nuisance.
- (24) **"Responsible Party"** means each Person who, directly or indirectly: (a) owns, owned, operates, operated, controls, controlled, maintains, maintained, possesses, possessed, uses, used, installed, placed, constructed, repaired, altered, severed, abandoned, discarded, deposited, discharged, released, sank, grounded, lost, or allowed to remain a Tangible Item; (b) caused, contributed to, permitted, authorized, directed, contracted for, benefited from, or failed to prevent a violation of this Ordinance; (c) is an Owner, Operator, master, charterer, lessee, permittee, licensee, easement holder, contractor, subcontractor, terminal owner, terminal operator, facility owner, facility operator, pipeline owner, utility owner, cargo owner, shipper, consignee, agent, successor, or assign associated with the Tangible Item or the activity that caused the violation; or (d) has a legal duty by law, permit, contract, easement, lease, license, or agreement to remove, maintain, secure, mark, repair, or control the Tangible Item.
- (25) **"Stone" or "Concrete"** means any rock, stone, aggregate, riprap, ballast, gravel, sandbag, concrete, asphalt, brick, block, rubble, pavement, masonry, or similar natural or manufactured material, whether loose, bagged, bundled, poured, cast, broken, whole, or partial.
- (26) **"Tangible Item" or "Item"** means any tangible, physical, solid, semi-solid, floating, sunken, submerged, buried, partially buried, suspended, grounded, attached, detached, whole, partial, broken, cut, dismantled, active, inactive, operational, inoperative, useful, scrap, natural, or man-made object, article, structure, material, substance, equipment, property, cargo, appurtenance, or thing of any kind or description. The term includes Vessels, Barges, boats, Vehicles, Equipment, Machinery, Wire, Cable, Pipe, Pipeline, anchors, chains, Stone, Concrete, pilings, timber, dredge material not lawfully placed, construction material,

demolition material, containers, drums, boxes, cargo, wreckage, refuse, rubbish, waste, and Debris of every kind.

- (27) **"User"** means any Person who uses, causes the use of, benefits from, travels upon, transits, occupies, operates in, conducts activity in, places items in, maintains items in, or receives services from the Waterway, a Channel, a District Property or Facility, or facilities served by the Waterway.
- (28) **"Vehicle"** means any car, truck, trailer, tractor, excavator, loader, crane, forklift, mobile equipment, construction vehicle, maintenance vehicle, railcar, container chassis, all-terrain vehicle, or other device designed or used for transportation, hauling, lifting, construction, maintenance, or industrial operations, whether operable or inoperable, whole or partial.
- (29) **"Vessel"** means every description of watercraft or artificial contrivance used or capable of being used as a means of transportation on water or for any waterborne commercial, industrial, construction, dredging, maintenance, recreational, security, or governmental purpose. The term includes ships, tankers, towboats, tugboats, Barges, boats, dredges, floating cranes, floating equipment, floating platforms, floating docks, and any part, appurtenance, equipment, or cargo of a vessel, whether afloat, moored, anchored, grounded, sunken, dismantled, or inoperative.
- (30) **"Violator"** means a Person whose act or omission violates this Ordinance, and includes each Responsible Party liable for civil enforcement, removal, and cost recovery under this Ordinance.
- (31) **"Waterway"** means the Sabine-Neches Waterway, the Sabine-Neches Waterway Channel, the ship channels and waterways in the jurisdiction of the District, and all Channels, turning basins, anchorage basins, storage basins, yacht basins, canals, slips, berthing areas, approaches, waters, submerged areas, adjacent areas, facilities served by those ship channels and waterways, and other navigation facilities within the jurisdiction or control of the District, including areas within the District boundaries and areas outside but adjacent to the District boundaries and extending into the Gulf of Mexico to the extent of the District's lawful authority.
- (32) **"Wire"** means any wire, cable, strand, rope, electrical conductor, communications conductor, guy wire, wire rope, fencing wire, reinforcing wire, mesh, bundle, spool, or similar item, whether active, inactive, abandoned, energized, de-energized, buried, exposed, severed, attached, detached, floating, suspended, or submerged.

SECTION 4. GENERAL APPLICATION; PERMITS AND AUTHORIZATIONS.

This Ordinance applies to all Persons, Users, Responsible Parties, and Tangible Items within the jurisdiction or control of the District to the maximum extent permitted by law.

A Tangible Item that is present in the Waterway pursuant to a current and valid written authorization, permit, easement, lease, license, contract, or governmental approval is not prohibited solely because of its authorized presence, but the item becomes subject to this Ordinance if it is Abandoned, Discarded, not maintained, not secured, not marked, outside the scope of the authorization, in violation of any applicable term or condition, a Hazard to

Navigation, an Obstruction, a Public Nuisance, or not removed when required by law or by the District.

No District permit, consent, authorization, or tolerance shall be implied by silence, inaction, passage of time, prior knowledge, or prior failure to enforce. The District may require removal of a Tangible Item even if another governmental agency has issued a permit or authorization, to the extent removal is within the District's lawful authority and not prohibited by applicable law.

SECTION 5. PROHIBITION.

- (1) It shall be unlawful for any Person to Abandon, Discard, Deposit, Discharge, sink, release, throw, dump, place, lower, push, pull, drop, cast, jettison, bury, leave, maintain, or Allow to Remain any Tangible Item in, on, under, upon, across, or into the Waterway.
- (2) It shall be unlawful for any Person to create, cause, contribute to, maintain, permit, or Allow to Remain any Obstruction, Hazard to Navigation, or Public Nuisance in, on, under, upon, across, or into the Waterway.
- (3) It shall be unlawful for any Responsible Party to fail or refuse to remove a Tangible Item within the time required by this Ordinance or by a written notice, order, or removal directive issued by or on behalf of the District.
- (4) It shall be unlawful for any Person to interfere with, obstruct, delay, prevent, or increase the cost of inspection, investigation, marking, securing, Removal, storage, disposal, restoration, or enforcement undertaken by the District, its contractors, law enforcement officers, or other governmental authorities under this Ordinance.
- (5) For civil Removal and Cost recovery, liability under this Ordinance is remedial and does not require proof that a Responsible Party intended to Abandon or Discard a Tangible Item. For criminal prosecution, the culpable mental state, if any, required by applicable Texas law applies.

SECTION 6. DECLARATION OF OBSTRUCTION AND PUBLIC NUISANCE; REBUTTABLE PRESUMPTIONS.

Each Tangible Item in violation of this Ordinance is declared to be an Obstruction and a Public Nuisance and may be abated by Removal by the Responsible Party or, if necessary, by the District at the expense of the Responsible Party.

The following circumstances constitute prima facie evidence that a Tangible Item is Abandoned, an Obstruction, a Hazard to Navigation, or a Public Nuisance, subject to rebuttal by competent evidence:

- (1) the Tangible Item is sunken, grounded, submerged, buried, partially buried, floating free, drifting, broken, severed, collapsed, inoperative, unmarked, unidentified, unsecured, unattended, not maintained, or not reasonably capable of safe movement or intended use;
- (2) the Tangible Item is located outside the limits of any current and valid authorization, permit, easement, lease, license, or contract, or is maintained in a condition not authorized by such instrument;

- (3) a permit, easement, lease, license, contract, berthing assignment, project authorization, or written approval relating to the Tangible Item has expired, terminated, been revoked, been abandoned, or no longer authorizes the Tangible Item in its actual location or condition;
- (4) the Tangible Item interferes or may interfere with navigation, dredging, maintenance, inspection, surveying, security, emergency response, drainage, flood control, or any District Property or Facility;
- (5) the Owner, Operator, permittee, lessee, contractor, facility owner, terminal operator, pipeline owner, utility owner, or other Responsible Party fails to remove the Tangible Item after Notice or fails to provide satisfactory proof of lawful authorization and a timely removal plan after request by the District;
- (6) a Person is identified as an Owner, Operator, permittee, applicant, licensee, easement holder, lessee, contractor, subcontractor, terminal owner, terminal operator, facility owner, facility operator, pipeline owner, utility owner, cargo owner, shipper, consignee, agent, successor, or assign in District records, governmental records, vessel documentation, pipeline records, permit records, real property records, contract records, terminal records, insurance records, or other reliable records associated with the Tangible Item or the activity that caused the Tangible Item to be present in the Waterway.

SECTION 7. DUTY TO REPORT, MARK, SECURE, AND REMOVE.

A Person who Abandons, Discards, Deposits, Discharges, sinks, loses, releases, or Allows to Remain a Tangible Item in, on, under, upon, across, or into the Waterway, or who owns, operates, controls, or is responsible for such an Item, shall immediately notify the District and the United States Coast Guard Captain of the Port of Port Arthur, and shall notify any other governmental authority required by law.

A Responsible Party shall, to the extent it can be done safely and lawfully, immediately mark, light, buoy, identify, secure, contain, or otherwise protect the Tangible Item to reduce risk to navigation, health, safety, property, the environment, and Waterway operations pending Removal.

Unless the District determines that Emergency action or a shorter time is required, a Responsible Party shall begin Removal immediately and shall complete Removal within the time specified by the District in a written notice or removal directive. The District may specify any reasonable deadline based on the circumstances, and a non-emergency deadline shall not exceed fifteen (15) days after Notice unless the District grants a written extension.

The District may require a Responsible Party to submit a Removal plan, proof of ownership or authority, proof of insurance, proof of contractor qualifications, proof of required governmental permits or approvals, safety procedures, environmental procedures, a schedule for Removal, and any other information reasonably necessary to protect the Waterway and the District. District review of a Removal plan does not shift responsibility for Removal, safety, compliance, or Costs to the District.

SECTION 8. DISTRICT REMOVAL; EMERGENCY REMOVAL; STORAGE, DISPOSAL, OR SALE.

If a Responsible Party fails to remove a Tangible Item within the time required by this Ordinance or a District notice or removal directive, or if the District determines that District action is necessary or advisable to protect the Waterway, the District may remove the Tangible Item or contract with any qualified Person to remove the Tangible Item. The Responsible Party shall be jointly and severally liable for all Costs incurred by the District.

In an Emergency, or when prior Notice is impracticable, ineffective, unsafe, or likely to increase risk or Costs, the District may take immediate action without prior Notice to inspect, mark, secure, remove, store, dispose of, sell, recycle, destroy, or otherwise abate a Tangible Item, Obstruction, Hazard to Navigation, or Public Nuisance. The District may provide Notice after such action as practicable. The Responsible Party shall remain jointly and severally liable for all Costs.

The District may take custody of a Tangible Item removed under this Ordinance. The District may store, preserve, move, demolish, recycle, dispose of, sell, or otherwise handle the Tangible Item in any commercially reasonable manner and in compliance with applicable law. To the extent permitted by law, proceeds of any sale or salvage may be applied first to the District's Costs, and any remaining proceeds shall be handled as required by applicable law.

The District has no duty to preserve, repair, restore, return, or protect the value of any Tangible Item that is an Obstruction, Hazard to Navigation, Public Nuisance, or violation of this Ordinance, except to the extent required by applicable law. Removal by the District is a protective and remedial action and does not make the District an owner, operator, possessor, bailee, or insurer of the Tangible Item.

SECTION 9. COST RECOVERY; RESPONSIBILITY FOR PAYMENT; INTEREST.

Each Responsible Party and Violator is jointly and severally liable to the District for all Costs. The District may recover all Costs from any one or more Responsible Parties without first proceeding against any other Person, the Tangible Item, any security, any insurance, or any other property.

Costs assessed by the District constitute a debt due and owing to the District. The District may issue an invoice, statement, demand, or written assessment to any Responsible Party. Unless a different due date is stated in the invoice, statement, demand, assessment, agreement, or court order, all Costs are due and payable thirty (30) days after the date of the invoice, statement, demand, or assessment.

Any unpaid amount shall accrue interest from the date due until paid at the rate of twelve percent (12%) per annum, calculated on a 365-day year, or at the maximum lawful rate if a lower rate is required by applicable law.

The District is entitled to recover, as part of its Costs, reasonable attorney fees, court costs, expert fees, litigation expenses, collection expenses, and all other Costs incurred in any Civil Action to enforce this Ordinance or recover Costs, to the fullest extent permitted by law.

The payment of a criminal fine, administrative charge, fee, settlement, insurance proceeds, sale proceeds, or any other amount does not limit or satisfy the Responsible Party's liability for Costs unless the District expressly agrees in writing that the payment fully satisfies the liability. The District shall not obtain duplicate recovery for the same Cost.

SECTION 10. CIVIL ACTION; VENUE; LIENS; OTHER REMEDIES.

The District may file a Civil Action to enforce this Ordinance, to require Removal, to recover Costs, to abate an Obstruction, Hazard to Navigation, or Public Nuisance, to obtain injunctive relief, to obtain declaratory relief, to collect a debt, to recover damages, to enforce a lien, or to pursue any other remedy available by law or equity.

Each User of the Waterway, by such use, and each Responsible Party, by causing, allowing, owning, operating, maintaining, or benefiting from a Tangible Item in the Waterway, consents to venue and jurisdiction for any Civil Action brought by the District in a court of competent jurisdiction in Jefferson County, Texas, including a Judicial District Court in Jefferson County, Texas or, when applicable, the United States District Court having jurisdiction over Jefferson County, Texas. This consent is cumulative of, and does not limit, any venue or jurisdiction otherwise available to the District.

To the fullest extent permitted by law, the District may assert, record, retain, and enforce any statutory lien, constitutional lien, maritime lien, common-law lien, contractual lien, possessory lien, salvage claim, claim for necessities, claim for abatement costs, claim against sale proceeds, claim against insurance proceeds, attachment, arrest, sequestration, garnishment, or other security or remedy available for Costs or for enforcement of this Ordinance.

The remedies provided by this Ordinance are cumulative. The District may pursue criminal enforcement, civil enforcement, injunctive relief, Removal, Cost recovery, liens, sale, disposal, claims against insurance, claims against proceeds, and any other remedy concurrently or separately.

SECTION 11. CRIMINAL PENALTIES.

A violation of this Ordinance is a misdemeanor punishable by a fine of not more than Five Hundred Dollars (\$500.00) for each offense or violation, as authorized by Section 60.078 of the Texas Water Code and other applicable law.

Each act, omission, Tangible Item, Responsible Party, Violator, location, and day that a violation occurs or continues may constitute a separate offense or violation. Failure to comply with a District notice, order, or removal directive within the time required is a separate offense or violation for each day the failure continues.

Criminal prosecution or payment of a criminal fine does not bar, limit, or reduce the District's right to require Removal, remove the Tangible Item, recover Costs, obtain civil relief, or pursue any other remedy available by law.

SECTION 12. ENFORCEMENT; COOPERATION WITH OTHER AUTHORITIES.

The District may enforce this Ordinance through its Board, officers, employees, agents, contractors, attorneys, peace officers employed or appointed by the Board, and any sheriff, constable, or other duly constituted peace officer of this State authorized by law.

The District may coordinate with, request assistance from, and provide information to the United States Coast Guard, the United States Army Corps of Engineers, the Railroad Commission of Texas, the Texas Commission on Environmental Quality, Jefferson County, municipalities, law enforcement agencies, emergency response agencies, and any other governmental authority with jurisdiction or relevant information.

Nothing in this Ordinance shall be construed to limit any authority of the United States Coast Guard, the United States Army Corps of Engineers, the Railroad Commission of Texas, the Texas Commission on Environmental Quality, Jefferson County, any municipality, or any other governmental authority.

SECTION 13. NO ASSUMPTION OF DUTY; NO WAIVER OF IMMUNITY.

This Ordinance is adopted for the protection of the public and the Waterway and does not create a private cause of action against the District or a duty owed by the District to any particular Person. Nothing in this Ordinance waives or limits any governmental immunity, official immunity, limitation of liability, defense, privilege, or exemption of the District or its Board, officers, employees, agents, contractors, or representatives.

SECTION 14. SEVERABILITY.

If any provision, section, subsection, sentence, clause, phrase, word, or application of this Ordinance to any Person, Tangible Item, circumstance, or location is held invalid, unconstitutional, preempted, or unenforceable by a court of competent jurisdiction, the invalidity does not affect the remaining provisions or applications of this Ordinance that can be given effect without the invalid provision or application. The provisions of this Ordinance are severable.

SECTION 15. CUMULATIVE EFFECT; CONFLICTS.

This Ordinance is cumulative of all other ordinances, rules, regulations, tariffs, permits, contracts, leases, easements, licenses, and remedies of the District. If this Ordinance conflicts with a more specific written agreement, permit, lease, easement, license, or Board order of the District, the more specific provision shall control to the extent of the conflict unless the Board determines that application of this Ordinance is necessary to protect the Waterway, public health, safety, navigation, maintenance, security, or the public interest.

This Ordinance shall be applied consistently with federal and state law. If federal or state law preempts a particular application of this Ordinance, the Ordinance shall continue to apply to all non-preempted persons, items, conduct, costs, and circumstances.

SECTION 16. NOTICE AND PUBLICATION.

Pursuant to Section 60.075(c) of the Texas Water Code, in lieu of publication of the entire Ordinance, the Board directs that a descriptive caption or title stating in summary the purpose of

this Ordinance and the penalty for violation shall be published for the time and in the manner required by law in the Beaumont Enterprise, a newspaper of general circulation in the District. Proof of publication shall be made and filed as required by Section 60.075(b) of the Texas Water Code.

SECTION 17. EFFECTIVE DATE.

This Ordinance shall take effect and be in force from and after publication for 10-consecutive days, beginning after this Ordinance is adopted by Board vote as required by Section 60.075 of the Texas Water Code, unless a later effective date is stated in the Board's adopting motion or order.

DESCRIPTIVE CAPTION FOR PUBLICATION.

AN ORDINANCE OF THE SABINE-NECHES NAVIGATION DISTRICT OF JEFFERSON COUNTY, TEXAS PROHIBITING THE ABANDONMENT, DISCARDING, DEPOSITING, SINKING, OR ALLOWING TO REMAIN OF TANGIBLE ITEMS IN, ON, UNDER, UPON, ACROSS, OR INTO THE WATERWAYS AND CHANNELS WITHIN THE JURISDICTION OR CONTROL OF THE DISTRICT; REQUIRING REMOVAL AT THE EXPENSE OF THE RESPONSIBLE PARTY; AUTHORIZING DISTRICT REMOVAL AND CIVIL RECOVERY OF REMOVAL COSTS, COURT COSTS, ATTORNEY FEES, INTEREST, AND OTHER REMEDIES; AND PROVIDING THAT A VIOLATION IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN \$500 FOR EACH OFFENSE OR VIOLATION.

PASSED AND APPROVED.

PASSED AND APPROVED by the Navigation and Canal Commissioners of the Sabine-Neches Navigation District of Jefferson County, Texas at a Regular Meeting held on the 9th day of June, 2026.

SABINE-NECHES NAVIGATION
DISTRICT OF JEFFERSON COUNTY,
TEXAS

By: 
Commission President

ATTEST:


Secretary, Board of Commissioners

[Simple Majority Vote Required with Quorum Present]