

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

Approved: 10/10/86


J. Burton Angelle

BOARD MEETING

Friday, October 3, 1986

JACK CAPPEL
CHAIRMAN

Grand Isle, Louisiana

AGENDA

LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA

October 3, 1986

1. Roll Call
2. Approval of Minutes of September 5, 1986
3. Notice of Intent - Fill Material Permits
4. Naming of Newly Acquired Quail and Field Trial Area -
Sandy Hollow Quail Research and Development Area
5. ACI Spirit Award - Hugh Burts (presented by JBA)
6. Discussion of WMA Roads
7. Discussion of Cattle on Saline WMA
8. Set Date for January Meeting

MINUTES OF MEETING OF
LOUISIANA WILDLIFE AND FISHERIES COMMISSION

October 3, 1986

Chairman Jack Cappel presiding:

Mr. George Gray
Mr. Joe Palmisano

Mr. J. Burton Angelle was also present.

Ray Montet gave the Enforcement Report for the month of August at Thursday's meeting.

Harry Schafer presented the Survey Report at Thursday's meeting for the period of September 2-26, 1986. During that time 108 surveys were scheduled, and 16 were unable to be done due to bad weather or fishermen unable to meet surveyor. Lease rental collected was \$1,153.78, survey fees collected was \$2,883.00, 48 applications were filed and 22 new leases were issued.

At Friday's meeting there were only three Commission members present which does not constitute a quorum. All items on the agenda were discussed in detail but not action could be taken.

The notice of intent to update, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana was presented by Corky Perret.

Joe L. Herring presented for Commission consideration the naming of the newly acquired quail and field trial area as the Sandy Hollow Quail Research and Development Area.

Mr. Angelle presented The Association for Conservation Information, Inc. Spirit award to Hugh Burts. This is the first " 'Spirit' of ACI" award.

A discussion was held concerning roads on the wildlife management areas and cattle on Saline Wildlife Management Area.

The floor was open for other business and a discussion was held concerning butterfly net shrimpers.

The meeting was adjourned by Dr. Cappel.

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

Approved: 10/10/86


~~J. Burton Angelle~~

BOARD MEETING

Tuesday, October 7, 1986

JACK CAPPEL
CHAIRMAN

Baton Rouge, Louisiana

AGENDA

LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA

October 7, 1986

1. Roll Call 1
2. Approval of Minutes of September 5, 1986 1
3. Notice of Intent - Fill Material Permits 1
4. Naming of Newly Acquired Quail and Field Trial Area -
Sandy Hollow Quail Research and Development Area 2
5. Discussion of WMA Roads 2
6. Discussion of Cattle on Saline WMA 2
7. Set Date of January Meeting 2
8. Amend Rule 24 of Seismic Rules and Regulations 2

MINUTES OF MEETING OF
LOUISIANA WILDLIFE AND FISHERIES COMMISSION

October 7, 1986

Chairman Jack Cappel presiding:

George Gray
Don Hines
Mark Roberts
Dale Vinet

Mr. J. Burton Angelle was also present.

The minutes of the meeting of September 5, 1986 were approved with a motion from Mr. Vinet and seconded by Mr. Roberts.

Blue Watson presented the Notice of Intent to update, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana.

(The full text of the Notice of Intent is made a part of the record)

The Louisiana Wildlife and Fisheries Commission under its authority as provided in R. S. 56:6(24) announces its intent to update, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana. It is the intent of the Commission to initiate rule making at its regularly scheduled meeting in November, 1986.

The rules and regulations under consideration are as follow:

1. To reaffirm and reenact the currently imposed royalty rate:

Sand, screened	\$0.22 per cubic yard
Gravel, screened and washed.....	\$0.60 per cubic yard
Gravel and sand, unscreened.....	\$0.40 per cubic yard
Fill materials and/or fill sand ...	\$0.20 per cubic yard

2. To abolish the fill material agreement and establish a permit system.
3. To establish a permit fee of \$50.00.
4. To reaffirm the requirement of the \$75,000 performance bond and reduce the \$18,000 minimum guarantee to \$5,000.

5. To establish permit enforcement rules.
6. To establish rules for permit denial or revocation.
7. To define a permitted site.

Joe L. Herring presented a resolution to name the newly acquired quail and field trial area.

(The full text of the resolution
is made a part of the record)

WHEREAS, in April of this year the Department purchased 3,057 acres of land in Tangipahoa Parish for bird dog field trials and wildlife (quail) research and development and

WHEREAS, we have referred to the area as Sandy Hollow Wildlife Management Area; however, since much of our quail research and development will be done on this area in conjunction with bird dog field trials; now

THEREFORE BE IT RESOLVED that this area will be named the Sandy Hollow Quail Research and Development Area.

A motion was made by Dr. Hines, seconded by Mr. Gray and approved unanimously to approved this resolution.

Dr. Hines made a motion that the WMA map showing the designated roads and trails be the same map that we used for the 1985-86 hunting season. Mr. Vinet seconded this motion and a discussion was held. This problem will be discussed at the public hearings prior to setting the 1987-88 hunting seasons and a firm plan will be made before the printing of the hunting, fishing and motorboat regulations pamphlet. All were in favor of this motion.

A lengthy discussion was held concerning cattle on Saline Wildlife Management Area. The regulation appears in the regulations pamphlet and it is just a matter of having it enforced.

The January meeting was set for Baton Rouge on Thursday and Friday, January 8 and 9, 1986.

A Notice of Intent was submitted by Blue Watson concerning seismic rules and regulations.

(The full text of the resolution
is made a part of the record)

The Wildlife and Fisheries Commission advertises its intent to amend Rule 24 of Seismic rules and regulations which concerns the daily rate charged crews working in the State of Louisiana. The commission proposes the rule to read as follows:

"A fee of \$135.00/per Seismic Agent/per day will be charged to Seismic Operators. This fee will be reviewed each January. All payments will be made by the Seismic Operator directly to the Department on or before the 20th of each month. No payments are to be made to the Seismic Agents."

The meeting was adjourned by Dr. Cappel.

State of Louisiana



J. BURTON ANGELLE, SR.
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
P.O. BOX 15570
BATON ROUGE, LOUISIANA 70895
504/342-9267

EDWIN W. EDWARDS
GOVERNOR

October 1, 1986

M E M O R A N D U M

TO: Mr. J. Burton Angelle, Sr., Secretary
FROM: Joe L. Herring, Assistant Secretary
SUBJECT: Sandy Hollow Area

FOR COMMISSION CONSIDERATION

In April of this year the Department purchased 3,057 acres of land in Tangipahoa Parish for bird dog field trials and wildlife (Quail) research and development. Since the purchase we have referred to the area as Sandy Hollow Wildlife Management Area. However, since much of our quail research and development will be done on this area in conjunction with bird dog field trials it is recommended to the Commission to name this area the "Sandy Hollow Quail Research and Development Area".

Joe L. Herring
Assistant Secretary

JLH: sb

NOTICE OF INTENT

The Louisiana Wildlife and Fisheries Commission under its authority as provided in R. S. 56:6(24) announces its intent to update, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana. It is the intent of the Commission to initiate rule making at its regularly scheduled meeting in November, 1986.

The rules and regulations under consideration are as follows:

1. To reaffirm and reenact the currently imposed royalty rate:
Sand, screened.....\$0.22 per cubic yard
Gravel, screened and washed.....\$0.60 per cubic yard
Gravel and sand, unscreened.....\$0.40 per cubic yard
Fill materials and/or fill sand.....\$0.20 per cubic yard
2. To abolish the fill material agreement and establish a permit system.
3. To establish a permit fee of \$50.00.
4. To reaffirm the requirement of the \$75,000 performance bond and reduce the \$18,000 minimum guarantee to \$5,000.
5. To establish permit enforcement rules.
6. To establish rules for permit denial or revocation.
7. To define a permitted site.

PROPOSED RULE

Louisiana Wildlife and Fisheries Commission

The Louisiana Department of Wildlife and Fisheries has adopted, via resolution of the Wildlife and Fisheries Commission, the following rule relative to the dredging of fill material, sand and gravel and royalties thereon.

WHEREAS, the Louisiana Department of Wildlife and Fisheries is charged with the responsibility of administering the dredging of fill material, sand and gravel, and;

WHEREAS, the Commission, through its Secretary, is directed by Act 845 of the 1986 Legislature to promulgate rules for the regulation of the dredging of fill sand and fill material; now

Therefore Be It Resolved, that the current fill material agreement is abolished and reinstated with appropriate changes as a fill material permit. The contents and terms of said permit as they were with the fill material agreement constitute rules of this commission.

Further Be It Resolved, that the royalty on fill material shall be twenty cents per cubic yard, the royalty on screened sand shall be twenty-two cents per cubic yard, the royalty on unscreened sand and gravel combined shall be forty cents per cubic yard and the royalty on screened and washed gravel shall be sixty cents per cubic yard;

Further Be It Resolved, that no person or firm shall dredge fill material, sand or gravel from the waterbottoms of this state without a permit from this Department, the fee for which shall be set at \$50.00, non-refundable. A performance bond in the amount of \$75,000.00 shall be executed by the permittee within thirty (30) days of the issuance of the permit. The Department shall act on the permit application either favorably or unfavorably within a period of thirty working days.

Further Be It Resolved, that a permit shall not be issued to an applicant who is not currently in good standing with the Department, whose fill material permit has been revoked or suspended within the past twelve (12) months, who has an outstanding, unresolved royalty debt to the Department, or who has habitually violated the provisions of previous permits or agreements.

Further Be It Resolved, that the quantity of sand, gravel and/or fill material removed by the permittee shall yield to the Department of Wildlife and Fisheries a guaranteed sum of not less than \$5,000.00 annually for each permit obtained. If for any reason the permittee does not remove sufficient permitted material to aggregate in total the guaranteed yield to the Department of \$5,000.00, the permittee shall pay to the Department an amount sufficient to total \$5,000.00.

Further Be It Resolved, that the extent of a single permitted site in the Mississippi River, the Atchafalaya River, the Red River, the Calcasieu River below the saltwater barrier, the Ouachita/Black River south of the confluence of Bayou Bartholomew shall not exceed one linear mile and shall not extend across the center line of the stream.

Further Be It Resolved, that any person or firm found to be dredging without or in violation of a validly issued permit from this Department shall be subject to criminal or civil penalty. Additionally, any firm or person violating the provision shall be prohibited from conducting dredging operations and shall be refused a permit from this Department for a period of one year from the day of said violation.

STATE OF LOUISIANA

PARISH OF ORLEANS

SAND, GRAVEL, OR FILL MATERIAL PERMIT NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the Department of Wildlife and Fisheries of the State of Louisiana, herein acting through its duly appointed Secretary, hereinafter referred to as DEPARTMENT, by the authority vested in said DEPARTMENT and in the Secretary hereof, and subject to the reservations, terms, and conditions hereinafter provided for, does hereby sell and grant unto

_____ resident(s) of the Parish of _____

duly authorized, herein referred to as PERMITTEE the right and privilege of taking and removing sand, gravel, and fill material (hereinafter referred to as the permitted material) from the beds or water bottoms of that portion of _____ described as:

The reservations, terms and conditions of this permit are as follows:

(1) The rights and privileges herein granted shall begin on the _____ day of _____, 19____, and end upon cancellation by the Department or within one (1) year from said date.

(2) The consideration for which this permit has been made is the payment by aforesaid PERMITTEE to the DEPARTMENT a minimum royalty at the following rates, to-wit:

- Sand, screened.....\$0.22 per cubic yard
- Gravel, screened and washed.....\$0.60 per cubic yard
- Gravel and sand, unscreened\$0.40 per cubic yard
- Fill materials and/or fill sand\$0.20 per cubic yard

removed by permittee from the beds of the above described water bottoms during the time this permit is in effect. The royalty on permitted material is as above unless changed by action of the Legislature of the State of Louisiana. If such change occurs, the new price will become effective on the effective date of the Legislative Act.

PERMITTEE agrees that the quantity of sand, gravel and/or fill material removed by PERMITTEE pursuant to this permit, shall yield to the DEPARTMENT not less than \$5,000 DOLLARS during the life of this permit. PERMITTEE further agrees that in the event that for any reason PERMITTEE does not remove sufficient sand, gravel and/or fill material to aggregate in total at the price per yard stipulated above, the guaranteed yield to the DEPARTMENT of \$5,000 DOLLARS, PERMITTEE shall pay to the DEPARTMENT an amount sufficient to total \$5,000 DOLLARS. In the event that this agreement is terminated for any reason by the DEPARTMENT prior to the expiration of its one-year term the above amount shall be prorated based upon the portion of the one-year term that this agreement has been in effect.

(3) It is understood the PERMITTEE shall, within thirty (30) days after the expiration of the monthly period expiring on the last day of each month, file with the DEPARTMENT a sworn statement of the amount of yardage of all permitted material removed from the leased premises herein, showing the kind and gross quantity of each so produced and/or removed and shall at the same time make payment of all royalty and royalties due the DEPARTMENT at the minimum rates above set forth or as may be increased by the Legislature or DEPARTMENT as foresaid. Monthly reports shall indicate the exact location or pit from which material was dredged. The monthly report shall be accompanied with full payment of all royalty and/or royalties then due and owing; said statement shall not be conclusive upon the DEPARTMENT. Upon failure to pay royalty when due, a penalty of one and one-half percent (1.5%) per month calculated upon the royalty due, shall be levied and collected by the DEPARTMENT in addition to the royalty due. This penalty shall become due without demand for payment by the DEPARTMENT. Any monthly report with false information will be cause for permit revocation or suspension.

(4) PERMITTEE further agrees, binds and obligates itself to supply and provide all of the boats, barges, scows, machinery, tools and implements of every kind of character, macherinery, tools and implements of every kind of character, which may be necessary to take and remove the permitted material from such water bottoms, without cost, expense, or liability of any kind to the DEPARTMENT.

(5) PERMITTEE agrees that it shall be liable and responsible for any and all damage or damages done, or which may be done by it, its agent, directors, or

employees of any kind, whether such damage or damages be done to the property of the State or the property of an individual, firm or corporation, or to any person or persons.

(6) PERMITTEE further agrees to provide legal defense and representation to the DEPARTMENT and/or Louisiana Wildlife and Fisheries Commission for any and all lawsuits and legal claims which may arise as a result of this permit or operations hereunder. Permittee further agrees to fully indemnify the DEPARTMENT for any and all claims for damages to property or bodily injury (including death) which may arise through the above said lawsuits and legal claims.

(7) PERMITTEE further agrees, binds and obligates itself to notify the DEPARTMENT through the Secretary of the Louisiana Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and every dredge, barge, scow, boat or pit used in the removal of the permitted material, together with the capacity of each, and the DEPARTMENT may thereupon verify the measurements of said barges, scows, or pits.

(8) PERMITTEE further agrees, binds and obligates itself, before commencing operations in accordance with this agreement, to furnish the DEPARTMENT a map, plat, or chart of the area of the beds and water bottoms hereinabove described and from which PERMITTEE shall take and remove permitted material, which map, plat or chart shall have marked hereon the location(s) at which PERMITTEE shall commence its operations; and PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations as well as each and every former operation location under this permit.

(9) PERMITTEE binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other operator holding a similar permit from the Department of Wildlife and Fisheries.

(10) DEPARTMENT reserves the right, and the said PERMITTEE so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of PERMITTEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said permitted material.

(11) The DEPARTMENT further reserves the right, and PERMITTEE so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or pits by which the said permitted material is removed, and to keep a check on the number thereof, and also to determine by whatever means it

may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

(12) PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations which are subject to this agreement, within five (5) days of said change of location.

(13) It is distinctly understood and agreed the Secretary may immediately and without notice of any character, terminate, cancel and revoke or suspend this permit at any time during the operation of removing permitted material from the leased premises if, in the judgement of the Secretary, said operation results in the pollution of the river or stream or otherwise is harmful to fish and wildlife.

(14) In case PERMITTEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should PERMITTEE fail and refuse to comply herewith, the DEPARTMENT shall have the right to revoke, terminate and cancel this agreement by written notice of such revocation and termination to PERMITTEE. The DEPARTMENT shall send a copy of the said notice to the Clerk(s) of Court in the Parish(es) wherein the hereinabove described beds or water bottoms are located, by United States Mail, postage prepaid.

(15) Upon the termination of this agreement, either by expiration of its term or by forfeiture or revocation, or for any other cause, the said PERMITTEE agrees and binds itself immediately to turn over to the DEPARTMENT all maps, records or borings, and other data relative to said permitted material which it may have obtained and such maps, records and other data shall be and remain the property of the DEPARTMENT.

(16) The PERMITTEE cannot assign this permit without prior written consent of the DEPARTMENT.

(17) PERMITTEE further agrees and obligates itself to execute and furnish to the DEPARTMENT, within thirty (30) days from the date of the signing hereof, a bond in the manner prescribed by law, in the sum of \$75,000.00 DOLLARS designating the DEPARTMENT as payee or beneficiary with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this permit, including but not limited

to the payment of all royalties and the \$5,000.00 minimum guarantee provided in paragraph (2) hereof, if applicable.

(18) PERMITTEE further agrees that an annual physical inventory by a certified engineer showing the amount of material in the stockpile and/or pit shall be submitted to the DEPARTMENT no later than thirty (30) days after the last day of PERMITTEE'S fiscal year.

(19) This permit is subject to renewal upon the same terms and conditions at the option of the DEPARTMENT.

(20) It is agreed that PERMITTEE, and not DEPARTMENT, shall be liable for any and all state, local, and Federal taxes and fees due for any and all materials taken pursuant to this agreement including state severance taxes. It is further understood and agreed that the royalties paid pursuant to this agreement shall be in addition to, and not in lieu of, any and all state, local and Federal taxes and fees, including state severance taxes.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto in triplicate originals, on the _____ day of _____, 19 ____ in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES TO THE SIGNATURE
OF THE SECRETARY OF THE
LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

WITNESSES TO SIGNATURE OF
PERMITTEE

LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

BY _____

PERMITTEE

BY _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this day personally appeared J. Burton Angelle, Secretay, Department of Wildlife and Fisheries of Louisiana, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expresses.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF

On this _____ day of _____, 19 ____, before me appeared _____, to me personally known, who being sworn did say that he is the _____ and a duly authorized agent and representative of the _____, and that the foregoing instrument was signed and sealed by deponent, the said _____ acknowledged said instrument to be the free act and deed of said _____.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC



J. BURTON ANGELLE, SR.
SECRETARY
(504) 925-3617

DEPARTMENT OF WILDLIFE AND FISHERIES
POST OFFICE BOX 15570
BATON ROUGE, LA. 70895

EDWIN W. EDWARDS
GOVERNOR

September 24, 1986

Mr. Francis P. Bonura
Kenner Land and Development
339 River Road
St. Rose, Louisiana 77087

Dear Mr. Bonura:

The Louisiana Department of Wildlife and Fisheries has determined that you are in violation of Revised Statute 56:2011 (A), for dredging fill sand or fill material without a permit. Therefore, pursuant to Revised Statute 56:2014, you are hereby ordered to cease and desist from further dredging operations in water bottoms of the State of Louisiana. You are further ordered to appear before the Louisiana Wildlife and Fisheries Commission at its regularly scheduled meeting on Friday, October 3, 1986 at the Community Center, Grand Isle, Louisiana at 10 a.m. At the hearing you are to show cause why the Commission should not hold an adjudicatory hearing to assess damages and civil penalties against you.

Failure to cease and desist dredging operations and/or failure to present yourself before the Commission will result in further enforcement action.

By Order Of:


J. Burton Angelle
Secretary

JBA:MBW:fsb

State of Louisiana

J. BURTON ANGELLE, SR.
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
DISTRICT VIII
400 ROYAL ST.
NEW ORLEANS, LA 70130

EDWIN W. EDWARDS
GOVERNOR

COASTAL & MARINE RESOURCES

SURVEY SECTION 03 - 43 ACTIVITY REPORT

SEPTEMBER 2, 1986 THRU SEPTEMBER 26, 1986

During this period field activity consisted of:

- 108 - Surveys that were scheduled
- 16 - Surveys that were unable to be done due to bad weather or fishermen unable to meet surveyor.

Surveys that were completed consisted of:

- 17 - Leases that were tied into the monument control system.
- 29 - Applications for new area.
- 30 - Restake applications.
- 12 - 15 year limitations.

Total field activity:

<u>1984</u>	<u>1985</u>	<u>1986</u>	
1008	1140	1246	- Surveys scheduled
605	619	967	- Surveys performed
337	483	270	- Surveys unable to be done due to bad weather or fishermen unable to meet surveyor
0	1	2	- Survey where fishermen refused to survey
3	0	0	- Disputes settled
63	37	22	- No shows
0	0	3	- Applications cancelled by request

Office activity during this period:

\$1,153.78	- Lease rental collected
\$2,883.00	- Survey fees collected
48	- Applications filed
22	- New leases issued





State of Louisiana



J. BURTON ANGELLE, SR.
SECRETARY
1504) 925-3617

DEPARTMENT OF WILDLIFE AND FISHERIES
POST OFFICE BOX 15570
BATON ROUGE, LA. 70895

EDWIN W. EDWARDS
GOVERNOR

September 18, 1986

M E M O R A N D U M

TO: Assistant Secretaries and Division Chiefs
FROM: Paula B. Callais
SUBJECT: October Commission Meeting Agenda - October 2 & 3

Please let me know by Wednesday or Thursday of next week if you have any items for the agenda. The meeting will be held at the Community Center on Grand Isle Thursday at 2:00 PM and Friday at 10:00 AM.

I also need to know if you will attend so arrangements can be made for you to stay at Grand Terre.

Thanks for your cooperation, as usual!

pc

PS List items below!



ACI

The Association for Conservation Information, Inc.

PRESIDENT

Kay Morton Ellerhoff
Montana Department of Fish, Wildlife and Parks
930 Custer Ave. W.
Helena, MT 59620
406/444-2474

VICE PRESIDENT

Ross Harrison
Iowa Conservation Commission
Wallace State Office Building
Des Moines, IA 50319
515/281-5973

TREASURER

David L. Watts
Mississippi Department of Wildlife Conservation
P.O. Box 451
Jackson, MA 39205
601/961-5369

SECRETARY

Hugh M. Burts
Louisiana Department of Wildlife and Fisheries
2156 Wooddale, Suite 900
Baton Rouge, LA 70806
504/922-0247

IMMEDIATE PAST PRESIDENT

Bill Brown
Rocky Mountain Conservation Fund
P.O. Box 750
Wellington, CO 80549
303/568-7920

BOARD OF DIRECTORS

1986

Jeff Butler, Colorado
Jeremy Dreier, Kentucky
Susan Fippin, Ohio

1987

Mike Cox, Kansas
Rod Green, Missouri
Gary Thomas, Illinois

1988

Bob Campbell, South Carolina
Michael F. O'Malley, Washington Dept. of Game
David Rice, Nevada

THE BALANCE WHEEL

Rob Manes, Editor
Kansas Fish and Game
Box 54A, R.R. 2
Pratt, KA 67124

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Albany, MO 64402
816/726-3677

CANADA

Cathy Tardi
Manitoba Dept. of Natural Resources
Box 22, 1495 St. James St.
Winnipeg, Manitoba R3H 0W9
204/945-6789

August 29, 1986

Mr. J. Burton Angelle, Sr.
Secretary, Department of Wildlife and Fisheries
P.O. Box 15570
Baton Rouge, Louisiana 70895

Dear Mr. Angelle,

As you may recall, we met briefly at the Southeastern Association of Fish and Wildlife Agencies meeting in New Orleans. I enjoyed meeting you then, and I hope I can prevail on you to do a small favor for me.

As the outgoing president of the Association for Conservation Information, Inc., I wanted to institute an award that would note not only the professional achievements of the recipient, but also the personal care and concern that he or she was willing to put into the organization. Such generosity of spirit, sense of friendship, and camaraderie have contributed to the professional status that ACI now enjoys; in fact, such stature would be impossible without the personal commitments that many of our members are willing to make.

Nobody has given more than Mr. Hugh M. Burts. It is entirely appropriate that he received the first " 'Spirit' of ACI" award at our banquet in Jackson, Wyoming, in July. I recently had the plaque engraved, and I thought it might be very meaningful for Hugh if you presented it at an upcoming Commission or Division meeting.

I want to thank you once again for the support you and your agency have shown ACI. And I'm very much looking forward to attending the Annual Conference in Baton Rouge in 1987.

Sincerely yours,

Kay Morton Ellerhoff
immediate past president



ACI

**The Association
for Conservation
Information, Inc.**

PRESIDENT

Kay Morton Ellerhoff
Montana Department of Fish, Wildlife and Parks
930 Custer Ave. W.
Helena, MT 5620
406/444-2474

VICE PRESIDENT

Ross Harrison
Iowa Conservation Commission
Wallace State Office Building
Des Moines, IA 50319
515/281-5973

TREASURER

David L. Watts
Mississippi Department of Wildlife Conservation
P.O. Box 451
Jackson, MA 39205
601/961-5369

SECRETARY

Hugh M. Burts
Louisiana Department of Wildlife and Fisheries
2156 Wooddale, Suite 900
Baton Rouge, LA 70806
504/922-0247

IMMEDIATE PAST PRESIDENT

Bill Brown
Rocky Mountain Conservation Fund
P.O. Box 750
Wellington, CO 80549
303/568-7920

BOARD OF DIRECTORS

1986
Jeff Butler, *Colorado*
Jeremy Dreier, *Kentucky*
Susan Fippin, *Ohio*

1987
Mike Cox, *Kansas*
Rod Green, *Missouri*
Gary Thomas, *Illinois*

1988
Bob Campbell, *South Carolina*
Michael F. O'Malley, *Washington Dept. of Game*
David Rice, *Nevada*

THE BALANCE WHEEL

Rob Manes, Editor
Kansas Fish and Game
Box 54A, R.R. 2
Pratt, KA 67124

MEMBERSHIP

U.S.
Rod Green
Missouri Dept. of Conservation
808 S. Polk
Albany, MO 64402
816/726-3677

CANADA
Cathy Tardi
Manitoba Dept. of Natural Resources
Box 22, 1495 St. James St.
Winnipeg, Manitoba R3H 0W9
204/945-6789

August 29, 1986

*ACI
Included
Institute Award*

Mr. J. Burton Angelle, Sr.
Secretary, Department of Wildlife and Fisheries
P.O. Box 15570
Baton Rouge, Louisiana 70895

Dear Mr. Angelle,

As you may recall, we met briefly at the Southeastern Association of Fish and Wildlife Agencies meeting in New Orleans. I enjoyed meeting you then, and I hope I can prevail on you to do a small favor for me.

As the outgoing president of the Association for Conservation Information, Inc., I wanted to institute an award that would note not only the professional achievements of the recipient, but also the personal care and concern that he or she was willing to put into the organization. Such generosity of spirit, sense of friendship, and camaraderie have contributed to the professional status that ACI now enjoys; in fact, such stature would be impossible without the personal commitments that many of our members are willing to make.

Nobody has given more than Mr. Hugh M. Burts. It is entirely appropriate that he received the first " 'Spirit' of ACI" award at our banquet in Jackson, Wyoming, in July. I recently had the plaque engraved, and I thought it might be very meaningful for Hugh if you presented it at an upcoming Commission or Division meeting.

I want to thank you once again for the support you and your agency have shown ACI. And I'm very much looking forward to attending the Annual Conference in Baton Rouge in 1987.

Sincerely yours,

Kay Ellerhoff

Kay Morton Ellerhoff
immediate past president

NOTICE OF INTENT

The Louisiana Wildlife and Fisheries Commission under its authority as provided in R. S. 56:6(24) announces its intent to update, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana. It is the intent of the Commission to initiate rule making at its regularly scheduled meeting in November, 1986.

The rules and regulations under consideration are as follows:

1. To reaffirm and reenact the currently imposed royalty rate:

Sand, screened.....	\$0.22 per cubic yard
Gravel, screened and washed.....	\$0.60 per cubic yard
Gravel and sand, unscreened.....	\$0.40 per cubic yard
Fill materials and/or fill sand.....	\$0.20 per cubic yard
2. To abolish the fill material agreement and establish a permit system.
3. To establish a permit fee of \$50.00.
4. To reaffirm the requirement of the \$75,000 performance bond and reduce the \$18,000 minimum guarantee to \$5,000.
5. To establish permit enforcement rules.
6. To establish rules for permit denial or revocation.
7. To define a permitted site.

PROPOSED RULE

Louisiana Wildlife and Fisheries Commission

The Louisiana Department of Wildlife and Fisheries has adopted, via resolution of the Wildlife and Fisheries Commission, the following rule relative to the dredging of fill material, sand and gravel and royalties thereon.

WHEREAS, the Louisiana Department of Wildlife and Fisheries is charged with the responsibility of administering the dredging of fill material, sand and gravel, and;

WHEREAS, the Commission, through its Secretary, is directed by Act 845 of the 1986 Legislature to promulgate rules for the regulation of the dredging of fill sand and fill material; now

Therefore Be It Resolved, that the current fill material agreement is abolished and reinstated with appropriate changes as a fill material permit. The contents and terms of said permit as they were with the fill material agreement constitute rules of this commission.

Further Be It Resolved, that the royalty on fill material shall be twenty cents per cubic yard, the royalty on screened sand shall be twenty-two cents per cubic yard, the royalty on unscreened sand and gravel combined shall be forty cents per cubic yard and the royalty on screened and washed gravel shall be sixty cents per cubic yard;

Further Be It Resolved, that no person or firm shall dredge fill material, sand or gravel from the waterbottoms of this state without a permit from this Department, the fee for which shall be set at \$50.00, non-refundable. A performance bond in the amount of \$75,000.00 shall be executed by the permittee within thirty (30) days of the issuance of the permit. The Department shall act on the permit application either favorably or unfavorably within a period of thirty working days.

Further Be It Resolved, that a permit shall not be issued to an applicant who is not currently in good standing with the Department, whose fill material permit has been revoked or suspended within the past twelve (12) months, who has an outstanding, unresolved royalty debt to the Department, or who has habitually violated the provisions of previous permits or agreements.

Further Be It Resolved, that the quantity of sand, gravel and/or fill material removed by the permittee shall yield to the Department of Wildlife and Fisheries a guaranteed sum of not less than \$5,000.00 annually for each permit obtained. If for any reason the permittee does not remove sufficient permitted material to aggregate in total the guaranteed yield to the Department of \$5,000.00, the permittee shall pay to the Department an amount sufficient to total \$5,000.00.

Further Be It Resolved, that the extent of a single permitted site in the Mississippi River, the Atchafalaya River, the Red River, the Calcasieu River below the saltwater barrier, the Ouachita/Black River south of the confluence of Bayou Bartholomew shall not exceed one linear mile and shall not extend across the center line of the stream.

Further Be It Resolved, that any person or firm found to be dredging without or in violation of a validly issued permit from this Department shall be subject to criminal or civil penalty. Additionally, any firm or person violating the provision shall be prohibited from conducting dredging operations and shall be refused a permit from this Department for a period of one year from the day of said violation.

STATE OF LOUISIANA

PARISH OF ORLEANS

SAND, GRAVEL, OR FILL MATERIAL PERMIT NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the Department of Wildlife and Fisheries of the State of Louisiana, herein acting through its duly appointed Secretary, hereinafter referred to as DEPARTMENT, by the authority vested in said DEPARTMENT and in the Secretary hereof, and subject to the reservations, terms, and conditions hereinafter provided for, does hereby sell and grant unto

_____ resident(s) of the Parish of _____ duly authorized, herein referred to as PERMITTEE the right and privilege of taking and removing sand, gravel, and fill material (hereinafter referred to as the permitted material) from the beds or water bottoms of that portion of _____ described as:

The reservations, terms and conditions of this permit are as follows:

(1) The rights and privileges herein granted shall begin on the _____ day of _____, 19____, and end upon cancellation by the Department or within one (1) year from said date.

(2) The consideration for which this permit has been made is the payment by aforesaid PERMITTEE to the DEPARTMENT a minimum royalty at the following rates, to-wit:

Sand, screened.....	\$0.22 per cubic yard
Gravel, screened and washed.....	\$0.60 per cubic yard
Gravel and sand, unscreened	\$0.40 per cubic yard
Fill materials and/or fill sand	\$0.20 per cubic yard

removed by permittee from the beds of the above described water bottoms during the time this permit is in effect. The royalty on permitted material is as above unless changed by action of the Legislature of the State of Louisiana. If such change occurs, the new price will become effective on the effective date of the Legislative Act.

PERMITTEE agrees that the quantity of sand, gravel and/or fill material removed by PERMITTEE pursuant to this permit, shall yield to the DEPARTMENT not less than \$5,000 DOLLARS during the life of this permit. PERMITTEE further agrees that in the event that for any reason PERMITTEE does not remove sufficient sand, gravel and/or fill material to aggregate in total at the price per yard stipulated above, the guaranteed yield to the DEPARTMENT of \$5,000 DOLLARS, PERMITTEE shall pay to the DEPARTMENT an amount sufficient to total \$5,000 DOLLARS. In the event that this agreement is terminated for any reason by the DEPARTMENT prior to the expiration of its one-year term the above amount shall be prorated based upon the portion of the one-year term that this agreement has been in effect.

(3) It is understood the PERMITTEE shall, within thirty (30) days after the expiration of the monthly period expiring on the last day of each month, file with the DEPARTMENT a sworn statement of the amount of yardage of all permitted material removed from the leased premises herein, showing the kind and gross quantity of each so produced and/or removed and shall at the same time make payment of all royalty and royalties due the DEPARTMENT at the minimum rates above set forth or as may be increased by the Legislature or DEPARTMENT as foresaid. Monthly reports shall indicate the exact location or pit from which material was dredged. The monthly report shall be accompanied with full payment of all royalty and/or royalties then due and owing; said statement shall not be conclusive upon the DEPARTMENT. Upon failure to pay royalty when due, a penalty of one and one-half percent (1.5%) per month calculated upon the royalty due, shall be levied and collected by the DEPARTMENT in addition to the royalty due. This penalty shall become due without demand for payment by the DEPARTMENT. Any monthly report with false information will be cause for permit revocation or suspension.

(4) PERMITTEE further agrees, binds and obligates itself to supply and provide all of the boats, barges, scows, machinery, tools and implements of every kind of character, macherinery, tools and implements of every kind of character, which may be necessary to take and remove the permitted material from such water bottoms, without cost, expense, or liability of any kind to the DEPARTMENT.

(5) PERMITTEE agrees that it shall be liable and responsible for any and all damage or damages done, or which may be done by it, its agent, directors, or

employees of any kind, whether such damage or damages be done to the property of the State or the property of an individual, firm or corporation, or to any person or persons.

(6) PERMITTEE further agrees to provide legal defense and representation to the DEPARTMENT and/or Louisiana Wildlife and Fisheries Commission for any and all lawsuits and legal claims which may arise as a result of this permit or operations hereunder. Permittee further agrees to fully indemnify the DEPARTMENT for any and all claims for damages to property or bodily injury (including death) which may arise through the above said lawsuits and legal claims.

(7) PERMITTEE further agrees, binds and obligates itself to notify the DEPARTMENT through the Secretary of the Louisiana Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and every dredge, barge, scow, boat or pit used in the removal of the permitted material, together with the capacity of each, and the DEPARTMENT may thereupon verify the measurements of said barges, scows, or pits.

(8) PERMITTEE further agrees, binds and obligates itself, before commencing operations in accordance with this agreement, to furnish the DEPARTMENT a map, plat, or chart of the area of the beds and water bottoms hereinabove described and from which PERMITTEE shall take and remove permitted material, which map, plat or chart shall have marked hereon the location(s) at which PERMITTEE shall commence its operations; and PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations as well as each and every former operation location under this permit.

(9) PERMITTEE binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other operator holding a similar permit from the Department of Wildlife and Fisheries.

(10) DEPARTMENT reserves the right, and the said PERMITTEE so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of PERMITTEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said permitted material.

(11) The DEPARTMENT further reserves the right, and PERMITTEE so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or pits by which the said permitted material is removed, and to keep a check on the number thereof, and also to determine by whatever means it

may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

(12) PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations which are subject to this agreement, within five (5) days of said change of location.

(13) It is distinctly understood and agreed the Secretary may immediately and without notice of any character, terminate, cancel and revoke or suspend this permit at any time during the operation of removing permitted material from the leased premises if, in the judgement of the Secretary, said operation results in the pollution of the river or stream or otherwise is harmful to fish and wildlife.

(14) In case PERMITTEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should PERMITTEE fail and refuse to comply herewith, the DEPARTMENT shall have the right to revoke, terminate and cancel this agreement by written notice of such revocation and termination to PERMITTEE. The DEPARTMENT shall send a copy of the said notice to the Clerk(s) of Court in the Parish(es) wherein the hereinabove described beds or water bottoms are located, by United States Mail, postage prepaid.

(15) Upon the termination of this agreement, either by expiration of its term or by forfeiture or revocation, or for any other cause, the said PERMITTEE agrees and binds itself immediately to turn over to the DEPARTMENT all maps, records or borings, and other data relative to said permitted material which it may have obtained and such maps, records and other data shall be and remain the property of the DEPARTMENT.

(16) The PERMITTEE cannot assign this permit without prior written consent of the DEPARTMENT.

(17) PERMITTEE further agrees and obligates itself to execute and furnish to the DEPARTMENT, within thirty (30) days from the date of the signing hereof, a bond in the manner prescribed by law, in the sum of \$75,000.00 DOLLARS designating the DEPARTMENT as payee or beneficiary with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this permit, including but not limited

to the payment of all royalties and the \$5,000.00 minimum guarantee provided in paragraph (2) hereof, if applicable.

(18) PERMITTEE further agrees that an annual physical inventory by a certified engineer showing the amount of material in the stockpile and/or pit shall be submitted to the DEPARTMENT no later than thirty (30) days after the last day of PERMITTEE'S fiscal year.

(19) This permit is subject to renewal upon the same terms and conditions at the option of the DEPARTMENT.

(20) It is agreed that PERMITTEE, and not DEPARTMENT, shall be liable for any and all state, local, and Federal taxes and fees due for any and all materials taken pursuant to this agreement including state severance taxes. It is further understood and agreed that the royalties paid pursuant to this agreement shall be in addition to, and not in lieu of, any and all state, local and Federal taxes and fees, including state severance taxes.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto in triplicate originals, on the _____ day of _____, 19 ____ in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES TO THE SIGNATURE
OF THE SECRETARY OF THE
LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

WITNESSES TO SIGNATURE OF
PERMITTEE

LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

BY _____

PERMITTEE

BY _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this day personally appeared J. Burton Angelle, Secretary, Department of Wildlife and Fisheries of Louisiana, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expresses.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF

On this _____ day of _____, 19 ____, before me appeared _____, to me personally known, who being sworn did say that he is the _____ and a duly authorized agent and representative of the _____, and that the foregoing instrument was signed and sealed by deponent, the said _____ acknowledged said instrument to be the free act and deed of said _____.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC

NOTICE OF INTENT

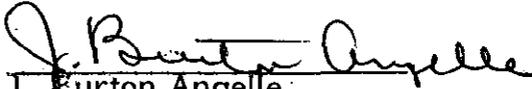
The Louisiana Wildlife and Fisheries Commission under its authority as provided in R. S. 56:6(24) announces its intent to up date, reinstate and promulgate rules for the regulation of the dredging of fill sand and fill material from waters of the State of Louisiana. It is the intent of the Commission to initiate rule making at its regularly scheduled meeting in November 1986.

The rules and regulations under consideration are as follows:

1. To reaffirm and reenact the currently imposed royalty rate:

Sand, screened	\$0.22 per cubic yard
Gravel, screened and washed	\$0.60 per cubic yard
Gravel and sand, unscreened	\$0.40 per cubic yard
Fill materials and/or fill sand	\$0.20 per cubic yard

2. To abolish the fill material agreement and establish a permit system.
3. To establish a permit fee of \$50.00.
4. To reaffirm the requirement of the \$75,000 performance bond and the \$18,000 minimum guarantee.
5. To establish permit enforcement rules.
6. To establish rules for permit denial or revocation.
7. To define a permitted site.


J. Burton Angelle

PROPOSED RULE

Louisiana Wildlife and Fisheries Commission

The Louisiana Department of Wildlife and Fisheries has adopted, via resolution of the Wildlife and Fisheries Commission, the following rule relative to the dredging of fill material, sand and gravel and royalties thereon.

WHEREAS the Louisiana Department of Wildlife and Fisheries is charged with the responsibility of administering the dredging of fill material, sand and gravel, and;

WHEREAS the Commission, through its Secretary is directed by Act 345 of the 1986 Legislature to promulgate rules for the regulation of the dredging of fill sand and fill material; now

Therefore Be It Resolved, that the royalty on fill materials shall be twenty-two cents per cubic yard, the royalty on unscreened sand and gravel combined shall be forty cents per cubic yard and the royalty on screened and washed gravel shall be sixty cents per cubic yard;

Further Be It Resolved, that no person or firm shall dredge fill material, sand or gravel from the waterbottoms of this state without a permit from this Department, the fee for which shall be set at \$50.00, non-refundable. A performance bond in the amount of \$75,000.00 shall be executed by the permittee within thirty (30) days of the issuance of the permit. The Department shall act on the permit application either favorably or unfavorably within a period of thirty working days.

Further Be It Resolved that a permit shall not be issued to an applicant who is not currently in good standing with the Department, whose fill material permit has been revoked or suspended within the past twelve (12) months, who has an outstanding, unresolved royalty debt to the Department, or who has habitually violated the provisions of previous permits or agreements.

Further Be It Resolved that the quantity of sand, gravel and/or fill material removed by the permittee shall yield to the Department of Wildlife and Fisheries a guaranteed sum of not less than \$18,000.00 annually for each permit obtained. If for any reason the permittee does not remove sufficient permitted material to aggregate in total the guaranteed yield to the Department of \$18,000.00, the permittee shall pay to the Department an amount sufficient to total \$18,000.00.

Further Be It Resolved that the extent of a single permitted site in the Mississippi River, the Atchafalaya River, the Red River, the Calcasieu River below the salt water barrier, the Ouachita/Black River south of the confluence of Bayou Bartholomew shall not exceed one linear mile and shall not extend across the center line of the stream.

Further Be It Resolved, that any person or firm found to be dredging without or in violation of a validly issued permit from this Department shall be subject to criminal and civil penalty. Additionally, any firm or person violating the provision shall be prohibited from conducting dredging operations and shall be refused a permit from this Department for a period of one year from the day of said violation.

This synopsis enumerates the changes that we have proposed in the fill material agreement to convert that agreement to a permit with conditions and stipulations. There have been no substantial changes except in Section (3) as noted below.

1. The term "PURCHASER" has been changed to "PERMITTEE".
2. The term "Agreement" has been changed to "Permit".
3. The blank lines found in the original agreement document wherein the type of material was to be listed have been eliminated and the term "permitted material" has been substituted.
4. Section (2): Page 2, lines 6 and 7: the term "pursuant to this permit" has been added.
5. Section (3): The term "monthly" has been substituted for "quarter annual", and the term "each month" has replaced the stipulated months.
6. Section (3): Line 10: The language "monthly reports shall indicate the exact location or pit from which material was dredged. The monthly report...", has replaced "In lieu of said sworn statement as aforesaid, the purchaser may file a copy of the severance tax report required by and submitted to the collector of revenue for the State of Louisiana, and it shall accompany same with..."
7. Section (3): Page 3, last line paragraph 1: The language "Any monthly report with false information will be cause for permit revocation.", has been added.
8. Section (13): The language "river or" has been inserted before the word "stream" in the last sentence of this section.
9. Section (14): the term "herewith" has been substituted for, "with any provisions of this agreement, on or after ten (10) days from the date said payments are due, or said failure or refusal to comply herewith."
10. Section (17): The language, "and furnish to the Department" has been added after the word "execute" in the first sentence. The language "in the manner prescribed by law" was moved to follow the word "bond" and the language "designating the Department as payee or beneficiary" was added after \$75,000.00.
11. Section (18): The language "no later than thirty (30) days after the last day of PERMITTEE'S fiscal year.", was substituted for "on or before June 30 of each year."

The above constitutes the sum total of the changes. The only thing that is actually new is the change from quarterly to monthly reporting. There is no change in the fee schedule nor in the bond amount.

STATE OF LOUISIANA
PARISH OF ORLEANS

SAND, GRAVEL, OR FILL MATERIAL PERMIT NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the Department of Wildlife and Fisheries of the State of Louisiana, herein acting through its duly appointed Secretary, hereinafter referred to as DEPARTMENT, by the authority vested in said DEPARTMENT and in the Secretary hereof, and subject to the reservations, terms, and conditions hereinafter provided for, does hereby sell and grant unto

_____ resident(s) of the Parish of _____ duly authorized, herein referred to as PERMITTEE the right and privilege of taking and removing sand, gravel, and fill material (hereinafter referred to as the permitted material) from the beds or water bottoms of that portion of _____ described as:

The reservations, terms and conditions of this permit are as follows:

(1) The rights and privileges herein granted shall begin on the _____ day of _____, 19____, and end upon cancellation by the Department or within one (1) year from said date.

(2) The consideration for which this permit has been made is the payment by aforesaid PERMITTEE to the DEPARTMENT a minimum royalty at the following rates, to-wit:

Sand, screened.....	\$0.22 per cubic yard
Gravel, screened and washed.....	\$0.60 per cubic yard
Gravel and sand, unscreened	\$0.40 per cubic yard
Fill materials and/or fill sand	\$0.20 per cubic yard

removed by permittee from the beds of the above described water bottoms during the time this permit is in effect. The royalty on permitted material is as above unless changed by action of the Legislature of the State of Louisiana. If such change occurs, the new price will become effective on the effective date of the Legislative Act.

PERMITTEE agrees that the quantity of sand, gravel and/or fill material removed by PERMITTEE pursuant to this permit, shall yield to the DEPARTMENT not less than \$18,000 DOLLARS during the life of this permit. PERMITTEE further agrees that in the event that for any reason PERMITTEE does not remove sufficient sand, gravel and/or fill material to aggregate in total at the price per yard stipulated above, the guaranteed yield to the DEPARTMENT of \$18,000 DOLLARS, PERMITTEE shall pay to the DEPARTMENT an amount sufficient to total \$18,000 DOLLARS. In the event that this agreement is terminated for any reason by the DEPARTMENT prior to the expiration of its one-year term the above amount shall be prorated based upon the portion of the one-year term that this agreement has been in effect.

(3) It is understood the PERMITTEE shall, within thirty (30) days after the expiration of the monthly period expiring on the last day of each month, file with the DEPARTMENT a sworn statement of the amount of yardage of all permitted material removed from the leased premises herein, showing the kind and gross quantity of each so produced and/or removed and shall at the same time make payment of all royalty and royalties due the DEPARTMENT at the minimum rates above set forth or as may be increased by the Legislature or DEPARTMENT as foresaid. Monthly reports shall indicate the exact location or pit from which material was dredged. The monthly report shall be accompanied with full payment of all royalty and/or royalties then due and owing; said statement shall not be conclusive upon the DEPARTMENT. Upon failure to pay royalty when due, a penalty of one and one-half percent (1.5%) per month calculated upon the royalty due, shall be levied and collected by the DEPARTMENT in addition to the royalty due. This penalty shall become due without demand for payment by the DEPARTMENT. Any monthly report with false information will be cause for permit revocation or suspension.

(4) PERMITTEE further agrees, binds and obligates itself to supply and provide all of the boats, barges, scows, machinery, tools and implements of every kind of character, macherinery, tools and implements of every kind of character, which may be necessary to take and remove the permitted material from such water bottoms, without cost, expense, or liability of any kind to the DEPARTMENT.

(5) PERMITTEE agrees that it shall be liable and responsible for any and all damage or damages done, or which may be done by it, its agent, directors, or

employees of any kind, whether such damage or damages be done to the property of the State or the property of an individual, firm or corporation, or to any person or persons.

(6) PERMITTEE further agrees to provide legal defense and representation to the DEPARTMENT and/or Louisiana Wildlife and Fisheries Commission for any and all lawsuits and legal claims which may arise as a result of this permit or operations hereunder. Permittee further agrees to fully indemnify the DEPARTMENT for any and all claims for damages to property or bodily injury (including death) which may arise through the above said lawsuits and legal claims.

(7) PERMITTEE further agrees, binds and obligates itself to notify the DEPARTMENT through the Secretary of the Louisiana Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and every dredge, barge, scow, boat or pit used in the removal of the permitted material, together with the capacity of each, and the DEPARTMENT may thereupon verify the measurements of said barges, scows, or pits.

(8) PERMITTEE further agrees, binds and obligates itself, before commencing operations in accordance with this agreement, to furnish the DEPARTMENT a map, plat, or chart of the area of the beds and water bottoms hereinabove described and from which PERMITTEE shall take and remove permitted material, which map, plat or chart shall have marked hereon the location(s) at which PERMITTEE shall commence its operations; and PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations as well as each and every former operation location under this permit.

(9) PERMITTEE binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other operator holding a similar permit from the Department of Wildlife and Fisheries.

(10) DEPARTMENT reserves the right, and the said PERMITTEE so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of PERMITTEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said permitted material.

(11) The DEPARTMENT further reserves the right, and PERMITTEE so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or pits by which the said permitted material is removed, and to keep a check on the number thereof, and also to determine by whatever means it

may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

(12) PERMITTEE shall notify the DEPARTMENT in writing of any and every change of location of its operations which are subject to this agreement, within five (5) days of said change of location.

(13) It is distinctly understood and agreed the Secretary may immediately and without notice of any character, terminate, cancel and revoke or suspend this permit at any time during the operation of removing permitted material from the leased premises if, in the judgement of the Secretary, said operation results in the pollution of the river or stream or otherwise is harmful to fish and wildlife.

(14) In case PERMITTEE fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should PERMITTEE fail and refuse to comply herewith, the DEPARTMENT shall have the right to revoke, terminate and cancel this agreement by written notice of such revocation and termination to PERMITTEE. The DEPARTMENT shall send a copy of the said notice to the Clerk(s) of Court in the Parish(es) wherein the hereinabove described beds or water bottoms are located, by United States Mail, postage prepaid.

(15) Upon the termination of this agreement, either by expiration of its term or by forfeiture or revocation, or for any other cause, the said PERMITTEE agrees and binds itself immediately to turn over to the DEPARTMENT all maps, records or borings, and other data relative to said permitted material which it may have obtained and such maps, records and other data shall be and remain the property of the DEPARTMENT.

(16) The PERMITTEE cannot assign this permit without prior written consent of the DEPARTMENT.

(17) PERMITTEE further agrees and obligates itself to execute and furnish to the DEPARTMENT, within thirty (30) days from the date of the signing hereof, a bond in the manner prescribed by law, in the sum of \$75,000.00 DOLLARS designating the DEPARTMENT as payee or beneficiary with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this permit, including but not limited

to the payment of all royalties and the \$18,000.00 minimum guarantee provided in paragraph (2) hereof, if applicable.

(18) PERMITTEE further agrees that an annual physical inventory by a certified engineer showing the amount of material in the stockpile and/or pit shall be submitted to the DEPARTMENT no later than thirty (30) days after the last day of PERMITTEE'S fiscal year.

(19) This permit is subject to renewal upon the same terms and conditions at the option of the DEPARTMENT.

(20) It is agreed that PERMITTEE, and not DEPARTMENT, shall be liable for any and all state, local, and Federal taxes and fees due for any and all materials taken pursuant to this agreement including state severance taxes. It is further understood and agreed that the royalties paid pursuant to this agreement shall be in addition to, and not in lieu of, any and all state, local and Federal taxes and fees, including state severance taxes.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto in triplicate originals, on the _____ day of _____, 19 ____ in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES TO THE SIGNATURE
OF THE SECRETARY OF THE
LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

WITNESSES TO SIGNATURE OF
PERMITTEE

LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES

BY _____

PERMITTEE

BY _____

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, on this day personally appeared J. Burton Angelle, Secretay, Department of Wildlife and Fisheries of Louisiana, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expresses.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF

On this _____ day of _____, 19 ____, before me appeared _____, to me personally known, who being sworn did say that he is the _____ and a duly authorized agent and representative of the _____, and that the foregoing instrument was signed and sealed by deponent, the said _____ acknowledged said instrument to be the free act and deed of said _____.

Given under my hand and seal of office this _____ day of _____, 19 ____.

NOTARY PUBLIC

ENROLLED

Regular Session, 1986

HOUSE BILL NO. 1365

BY MR. BENOIT AND SENATORS LAURICELLA AND MCPHERSON

*Act No.
845* 

AN ACT

To enact R.S. 56:6(24) and Chapter 12 of Title 56 of the Louisiana Revised Statutes of 1950, consisting of R.S. 56:2011 through 2015; relative to the dredging of fill sand and fill material; to provide for the authority of the Louisiana Wildlife and Fisheries Commission and Louisiana Department of Wildlife and Fisheries; to require permits to dredge; to provide for royalties; to provide for penalties; injunctive relief, and hearings; to provide for revocation and suspension of permits; to provide for emergency cease and desist orders and mandamus, and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 56:6(24) and Chapter 12 of Title 56 of the Louisiana Revised Statutes of 1950, consisting of R.S. 56:2011 through 2015, are hereby enacted to read as follows:

§6. Special powers and duties; statistics; rules and regulations; reports

The commission, through its secretary:

* * *

(24) Shall promulgate rules and regulations for the regulation of the dredging of fill sand and fill material, to effectuate the provisions of Chapter 12 of this Title.

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CHAPTER 12. FILL SAND AND FILL MATERIAL

§2011. Permit to dredge, royalties

A. No person, firm, or corporation shall dredge fill sand or fill material from the water bottoms of this state without first

obtaining a permit from the Louisiana Department of Wildlife and Fisheries, at a fee not to exceed one hundred dollars. The department shall act on the permit application either favorably or unfavorably within a period of thirty working days.

B. The Louisiana Wildlife and Fisheries Commission shall set, by rule, a schedule of royalty payments for said fill sand and fill material; and shall require a bond to insure the permittee's performance under the permit.

§2012. Violations and penalties; injunctive relief

A. The commission may assess a civil penalty of not more than one thousand dollars for each violation of the provisions of this Chapter or of the rules and regulations adopted by the commission. Each day on which a violation occurs shall be considered a separate offense.

B. Additionally, the commission may assess damages in an amount not to exceed the estimated fair market value of the fill sand or fill material dredged by any person without a valid permit or otherwise in violation of this Part or the rules and regulations of the commission.

C. Penalties and damages may be assessed only by a ruling of the commission based on an adjudicatory hearing held in accordance with the provisions of the Administrative Procedure Act; however, the permittee has the option to waive the adjudicatory hearing upon payment of the penalties and damages assessed by the department and upon his providing evidence of compliance.

D. The secretary may institute civil proceedings to enforce the rulings of the commission in the district court for the Nineteenth Judicial District.

E. The secretary may institute civil proceedings seeking injunctive relief to restrain and prevent the violation of the provisions of this Chapter, or of the rules and regulations adopted by the commission, in the Nineteenth Judicial District Court.

§2013. Revocation of licenses and permits

A. The department may revoke or suspend any permit issued under the provisions of this Chapter upon a determination by the department that the holder of the license or permit has violated the provisions of this Chapter or the rules and regulations of the commission; however, the permittee shall be entitled to an appeal from his revocation or suspension through an adjudicatory hearing before the commission.

B. The department shall notify each person whose license has been revoked or suspended, by certified mail, return receipt requested.

C. Each person whose license or permit has been revoked or suspended shall return the license or permit to the commission within fifteen days of the date on which the notice of revocation or suspension was received.

§2014. Emergency cease and desist orders

Upon a determination that any person, firm, or corporation is dredging fill sand or fill material without a valid permit from the department, the secretary may issue an emergency cease and desist order. The issuance of such an emergency cease and desist order shall not be subject to the limitations and formalities relating to notice and hearings imposed with regard to adjudications under R.S. 49:950 et seq., but shall be subject to all other applicable provisions of law. The emergency cease and desist order shall remain in force until a hearing can be held concerning the situation which prompted the emergency order, but in no event shall such an emergency order remain in force longer than fifteen days.

§2015. Mandamus to compel issuance of license or permit

Any person who is denied a permit or license by the commission may institute legal proceedings against the commission in the Nineteenth Judicial District Court. If the court finds that the license or permit should have been issued, the court may issue a writ of mandamus to compel the commission to issue the license or permit.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____