

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

BOARD MEETING

October 13-14, 1988

DON HINES
Vice-Chairman

Baton Rouge, Louisiana

AGENDA
LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA
October 13-14, 1988

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MINUTES OF MEETING OF
LOUISIANA WILDLIFE AND FISHERIES COMMISSION

October 13-14, 1988

Vice-Chairman Don Hines presiding:

Thursday, October 13, 1988

Jack Cappel, Jr.
James Jenkins
Norman McCall
Warren Pol

Vice-Chairman Don Hines presiding:

Jack Cappel, Jr.
James Jenkins
Norman McCall
Warren Pol

Mrs. Virginia Van Sickle was present at both meetings.

The minutes of the regular monthly meeting of September 8-9, 1988 were unanimously approved at Thursday's meeting with a motion from Mr. Jenkins and seconded by Dr. Cappel.

Phil Bowman presented a resolution which was unanimously approved at Friday's meeting with a motion from Mr. Pol and seconded by Mr. McCall.

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

WHEREAS, the harvest of oysters in Calcasieu Lake and Sabine Lake is regulated by R.S. 56:435.1, and

WHEREAS, the Department may extend the oyster season to compensate for time lost due to health closures as a result of Act 112 of the 1988 Regular Legislative Session, now

THEREFORE BE IT RESOLVED, that the 1988/89 oyster season in Calcasieu and Sabine Lakes will open 1/2 hour before sunrise Tuesday, November 1, 1988, and extend until 1/2 hour after sunset, Wednesday, March 29, 1989, and

BE IT FURTHER RESOLVED, harvest will be by tonging only, and

BE IT FURTHER RESOLVED, that the Department's Secretary has the authority to delay the closing of this season to compensate for health closures, such delay not to extend past April 30, 1989.

Winton Vidrine presented the law enforcement report for the month of September and explained each Region in detail on Thursday. At Friday's meeting

Mr. Jenkins had a question about the law enforcement report regarding the Operation Game Thief reporting. Mr. Keith LaCaze will give a report on this at the next meeting.

Johnnie Tarver presented a rule to ratify the 1988 alligator season. This rule was ratified with a motion from Mr. McCall which was seconded by Dr. Cappel and unanimously approved.

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

The alligator industry of Louisiana represents a renewable resource, valuable to the economy providing income to in excess of 1,000 participants for the 30-day harvesting season. The annual harvest of surplus and nuisance animals is in keeping with wise wildlife management techniques based upon scientific research and resulting management.

The Department Secretary shall be authorized to close or extend the alligator season as biologically justifiable.

Mr. Jenkins asked if the Department had any information on what the alligator hides are selling for. He mentioned that the tags are being sold for \$2.00 and he said he still think we should be working in some fashion towards, at a minimum, recovering our cost of operation and secondly, to get for the state proper value of this resource. Mr. Tarver mentioned that the fiscal impact for this year would be pretty close to \$100,000. Mr. Jenkins stated that he would like to have what it really costs this Department to administer the total alligator program, the whole alligator aspect. Mr. Tarver stated that this information is being worked on at this time in preparation for next year's budget. Mr. Jenkins said he planned to put this item on the agenda at a later time to discuss this with the idea of getting paid the appropriate amount of money, at a minimum, to recover our costs and to obtain whatever fair market value for the tag or for this resource.

Mr. Tarver also presented a rule to ratify the 1988-89 fur harvest season. This rule was ratified with a motion from Mr. Pol, seconded by Mr. Jenkins and unanimously approved.

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

The fur industry of Louisiana is the result of a major wildlife resource and provides supplemental income for many of the citizens of our state; and as this resource is a renewable natural one, which has proven under wise management to increase in importance; annual harvest of the surplus animals is in keeping with sound wildlife management principles.

The creation of a north and south trapping zone continues to allow for the most efficient harvest of prime furbearers in these two diverse habitat types within the state. Therefore, the Department of Wildlife and Fisheries does hereby establish the 1988-89 furbearer trapping season for the south zone as

being December 1, 1988, through February 28, 1989. After carefully considering the market situation for some upland species, especially the raccoon, the Department, in an attempt to provide more opportunity for trapping of bobcat and fox after deer hunting seasons are closed, does hereby establish the 1988-89 furbearer trapping season for the north zone as November 20, 1988, through February 16, 1989, through March 15, 1989, with trapping techniques restricted to the use of Soft-Catch traps (padded jaw traps) or their equivalent. The Department Secretary shall be authorized to close or extend the trapping season in any portion of the state as biologically justifiable.

Hugh Bateman presented a resolution to ratify the 1988-89 Migratory Species Hunting Seasons. Mr. Pol made a motion to ratify, seconded by Mr. McCall which was unanimously passed.

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

WHEREAS, Hugh A. Bateman of the Louisiana Department of Wildlife and Fisheries has attended public hearings in Washington, D. C. on dove and other migratory species including waterfowl, and

WHEREAS, the U. S. Fish and Wildlife Service has established basic frameworks for hunting of migratory birds, and

WHEREAS, the results of meetings held in Washington were discussed with the Louisiana Wildlife and Fisheries Commission, and

WHEREAS, the Louisiana Department of Wildlife and Fisheries staff has presented recommendations for dove and other migratory species including waterfowl hunting seasons, bag limits and shooting hours, and

WHEREAS, it is the constitutional responsibility of the Louisiana Wildlife and Fisheries Commission to establish hunting seasons for migratory birds within the constraints of the U. S. Fish and Wildlife Service framework, now

THEREFORE BE IT RESOLVED, that on this date October 14, 1988, the Louisiana Wildlife and Fisheries Commission does hereby ratify the season dates, bag limits and shooting hours for migratory species.

At Thursday's meeting an update on the anticipated waterfowl prospects was requested by Dr. Hines. Hugh Bateman congratulated the I and E staff on a very fine waterfowl article in the current issue of the Louisiana Conservationist. Robert Helm stated that migration seems to be delayed this year. Weather conditions have been extremely mild. Minnesota reported relatively a good number of ducks. The status of the conditions has reduced hunter participation. Duck stamp sales have been reduced in that area. In the midwest, there was a very extensive drought this past summer, but rains did improve during the latter part of the summer. He stated that we may see an increase in birds as the season progresses because of the relatively poor conditions to the North.

Hugh Bateman presented a resolution to establish rules and regulations for the Louisiana Waterfowl Conservation Stamp and Print Program which was approved unanimously with a motion from Mr. McCall and seconded by Mr. Jenkins.

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

WHEREAS, the Louisiana Legislature has established the Louisiana Waterfowl Stamp and Print Program by Act 632, and

WHEREAS, Act 632 requires the program to be implemented for the 1989-90 hunting season, and

WHEREAS, this program is designed to generate revenue for conservation and enhancement of waterfowl, protection and acquisition of valuable wetlands and other worthy projects that benefit Louisiana ducks and geese, and

WHEREAS, it is the responsibility of the Louisiana Department of Wildlife and Fisheries to develop rules and regulations to govern the art competition and guidelines for the production and marketing of the Louisiana Waterfowl Conservation Stamp and Print Program, and

WHEREAS, the attached proposal meets the requirement of Act 632 and provide for the maximum amount of revenue to be generated for the Louisiana Department of Wildlife and Fisheries to conserve and enhance waterfowl and waterfowl habitat, now

THEREFORE BE IT RESOLVED, that on this date, October 14, 1988, the Louisiana Wildlife and Fisheries Commission does hereby adopt these rules and regulations to govern the Louisiana Waterfowl Conservation Stamp and Print Program, and

BE IT FURTHER RESOLVED, that the Commission authorizes the Louisiana Department of Wildlife and Fisheries to proceed with the program to meet the time schedules established by these rules and regulations.

A lengthy discussion was held at Thursday's meeting for the consideration of requests for opinion of non-opposition to an arrangement for shell dredging between companies. At Friday's meeting Dr. Hines stated that under the terms of the contract signed on September 26, 1988 between the Louisiana Department of Wildlife and Fisheries and Dravo Basic Materials there is a requirement that any time the lessee assigns a sub-contract for removal of shell lease tract, there must be approval by this Department. Yesterday legal counsel for the lessee informed this Commission lessee does not intend to assign a sub-contractor to remove shell with Louisiana Materials. Therefore, if that's the case the chair rules that no action is warranted by the Commission on this matter. He also stated that however, the chair reminds the lessee that terms of the signed contract must be followed in order to prevent default of this contract.

At Friday's meeting the chairman designated Don Hines to serve on the Advisory Panel for Role of Commission vs. Department, Jimmy Jenkins for the Marine Fin Fish Task Force and Warren Pol for the Black Bass Task Force. This was unanimously approved with a motion from Mr. Jenkins which was seconded by Mr. McCall.

The date for the November meeting was set for Thursday and Friday, November 3-4, 1988 at 2000 Quail Drive in Baton Rouge.

A question was brought up by Dr. Cappel. He stated that back in February the Commission adopted rules and regulations on wildlife management areas and refuges. The changes of the rules are just now coming into effect and he has received numerous calls from individuals who are objecting to some of the changes. Two things were brought up regarding the Rockefeller Refuge. One was the use of the Refuge is now allowed from official sunrise to official sunset. Before it had been one-half hour before sunrise and sunset. It was done for safety reasons. To remedy that maybe the size of horsepower motors could be limited. The Refuge was open from the first of March to the first of December. The change was from the first of December to the fifteenth of October. He stated that this cuts out six weeks of the use of the Refuge. In his opinion this was the best time to use the Refuge for recreational purposes.

Johnnie Tarver stated that the recommendation was made in February and all the changes were discussed. He stated that he would ask the personnel at Rockefeller to attend the next Commission meeting and respond to these questions. The changes were recommended by the staff at Rockefeller. This item will be placed on the agenda of the next meeting and explained fully.

Dr. Cappel stated that he objected to the Refuge being closed on October 15th which was the weekend coming up. Mr. Tarver stated that waterfowl was the reason for the early closure, to prevent disturbing the birds. Dr. Cappel made a motion that the Refuge is left open until the next meeting. Mr. Jenkins moved to waive the rules to bring up this matter. Dr. Cappel moved that at our next meeting in November we have presented to the Commission a report from the technicians at Rockefeller to give us information as to why this change from December 1st to October 15th was made. In the meantime, he also included in his motion, that the Refuge stay open as it has in the past. Mr. Pol seconded the motion. It was determined that since the rules have already been ratified, this is just a change in the rule. If a Declaration of Emergency is required by the Administrative Procedure Act, the motion was accepted with that intent. The motion was unanimously passed.

Mr. Jenkins asked about the speckled trout. He wanted to know if we knew anything about the speckled fish population in Louisiana waters. Phil Bowman said they could go back and check the monitoring information to see if there is a dramatic decrease. Mr. Bowman also stated that we are making every effort to get a recreational monitoring program by the first of the year. Mr. Jenkins also asked if we had any way to monitor the commercial quotas that have been raised this year on the speckled trout on a monthly basis. Information will be provided to the members each month.

Mrs. Van Sickle reminded everybody about the dedication of the building on Sunday at 2:00 PM. She mentioned that the paintings in the room were all contributed by Louisiana artists. The fourth floor has the set of the state bird prints displayed. The Wild Turkey Federation presented us with an entire set of framed wild turkey prints and wild turkey stamps.

Mayor Dickey of Oil City came before the Commission. The Fish Division will provide him with the boundaries of Caddo Lake.

The meeting was adjourned with a motion from Mr. Jenkins, seconded by Mr. Pol.

RESOLUTION
LOUISIANA WILDLIFE AND FISHERIES COMMISSION
LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES
October 14, 1988

WHEREAS, the Louisiana Legislature has established the Louisiana Waterfowl Stamp and Print Program by Act 632, and

WHEREAS, Act 632 requires the program to be implemented for the 1989-90 hunting season, and

WHEREAS, this program is designed to generate revenue for conservation and enhancement of waterfowl, protection and acquisition of valuable wetlands and other worthy projects that benefit Louisiana ducks and geese and

WHEREAS, it is the responsibility of the Louisiana Department of Wildlife and Fisheries to develop rules and regulations to govern the art competition and guidelines for the production and marketing of the Louisiana Waterfowl Conservation Stamp and Print Program and

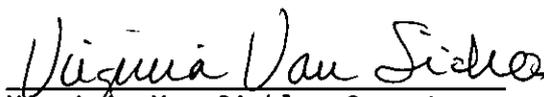
WHEREAS, the attached proposal meets the requirement of Act 632 and provide for the maximum amount of revenue to be generated for the Louisiana Department of Wildlife and Fisheries to conserve and enhance waterfowl and waterfowl habitat, now

THEREFORE BE IT RESOLVED, that on this date, October 14, 1988, the Louisiana Wildlife and Fisheries Commission does hereby adopt these rules and regulations to govern the Louisiana Waterfowl Conservation Stamp and Print Program and

BE IT FURTHER RESOLVED that the Commission authorizes the Louisiana Department of Wildlife and Fisheries to proceed with the program to meet time schedules established by these rules and regulations.



Don Hines
Don Hines, Vice-Chairman
Louisiana Wildlife and
Fisheries Commission



Virginia Van Sickle
Virginia Van Sickle, Secretary
Louisiana Department of Wildlife
and Fisheries

pendicular arrangement may be more of a deterrent than a parallel one, because birds have to fly into a square and not a long row. However, neither of these options would be practical for most blueberry plantings, because people harvesting the berries must walk between the rows of plants.

The tape may be more effective for protecting shorter crops where birds have less room to maneuver under the tape. Growers in Washington reported using Bird-Scaring Reflecting Tape successfully on strawberries (M. Pitzler, U.S. Dep. Agric., pers. commun.). Further studies are needed to elucidate how birds react to the tape in various situations in order to determine its utility on other fruit crops.

Acknowledgments.—We thank M. A. Link, T. A. Ringler, M. Restani, and C. M. Webster for helping to put up the Bird-Scaring Reflecting Tape. T. A. Ringler and C. M. Webster also helped conduct bird counts and assess damage. D. S. Robson of Cornell University, Department of Plant Breeding and Biometry,

advised on statistical analyses. E. H. Borchert, R. G. Greig, and W. Wollerton kindly allowed us to use their blueberry fields.

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REDUCING INJURIES TO TERRESTRIAL FURBEARERS BY USING PADDED FOOTHOLD TRAPS

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The standard foothold trap is used widely in North America as the most common means

of harvesting many furbearers; >66% of all traps purchased in the United States are of this type (Woodstream Corp., Lititz, Pa.). In spite of the introduction of killing traps, such as the Conibear® (reference to trade names or com-

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Table 1. Point scores assigned to limb injuries of furbearers captured in foothold traps. Points were accumulated for each type of unrelated injury.

Description of injury	Points scored
Apparently normal	0
Edematous swelling and hemorrhage	5
Cutaneous laceration <2 cm	5
Cutaneous laceration >2 cm	10
Tendon or ligament laceration	20
Joint subluxation	30
Joint luxation	50
Compression fracture above or below carpus	30
Simple fracture at or below carpus or tarsus	50
Compound fracture at or below carpus or tarsus	75
Simple fracture above carpus or tarsus	100
Compound fracture above carpus or tarsus	200
Amputation of digits	
1 digit	50
2 digits	100
3 digits	150
4-5 digits	200
Amputation above digits	400

panies does not imply endorsement), many species can only be caught routinely with a foothold trap.

In response to concern about leg injuries sustained by animals captured in foothold traps, padded-jaw traps have been developed and tested. Earlier studies (R. G. Linscombe and N. W. Kinler, La. Dep. Wildl. and Fish., Prog. Rep. 1983; Tullar 1984) indicated that padded traps substantially reduced limb injury. The Woodstream Corporation began marketing a padded trap in the U.S. and Canada in 1984 under the trade name Soft Catch®.

The Fur Resources Committee of the International Association of Fish and Wildlife Agencies was formed in 1975 to promote the intelligent use of fur resources through effective wildlife management and to provide direction and coordination for fur resources research. The committee believed wildlife biologists should have information on both the effectiveness of the new padded trap and its capability to reduce injury. Accordingly, a study was undertaken in 9 states, and super-

vised by furbearer biologists in those states, to test the new padded trap under various trapping and weather conditions. We compared the type and magnitude of limb injury sustained by furbearers captured by padded versus standard foothold traps.

METHODS

Bobcats (*Felix rufus*), coyotes (*Canis latrans*), red foxes (*Vulpes vulpes*), gray foxes (*Urocyon cinereoargenteus*), and raccoons (*Procyon lotor*) were caught by cooperating trappers during 1984-1985. Bobcats were caught in Arizona, Georgia, Kansas, Louisiana, and Texas; coyotes in Arizona, Idaho, Kansas, and Texas; and red and gray foxes in Georgia, Louisiana, Minnesota, New York, and Texas. Raccoons were trapped in Georgia, Louisiana, Minnesota, Mississippi, New York, and Texas.

We tested 2 standard foothold traps, Victor coil spring traps Nos. 1½ and 3. These traps were modified by moving the side-mounted 15-cm chain to the bottom and center of the trap. We replaced the (angular) jaws on No. 3 traps with rounded jaws. We also tested 2 padded traps, the "fox" and "coyote" Soft-Catch®. The first corresponded in size to a No. 1½ and was used for raccoons, red foxes, gray foxes, and eastern bobcats, while the second corresponded to a No. 3 and was used for coyotes and western bobcats. Participating biologists indicated that these trap sizes, types, and brands were used most often for taking the above species.

State biologists instructed selected trappers on procedures. Padded and standard traps were alternated along trap lines and all traps were staked.

Captured animals were killed as soon as possible upon approach to the trap site and a numbered aluminum tag was attached to the trapped foot. Before skinning, trappers removed limbs at least 15 cm above the point of trap strike, except for raccoon limbs, which were removed as far as practical above the point of trap strike. Limbs were frozen until analysis.

Limbs were identified by a numbered tag only, assuring that persons performing radiographic and necropsy procedures were unaware of the type of trap that captured the animal. Limbs were thawed and radiographed by taking standard anterior-posterior and lateral views. Limbs were then skinned and dissected, with all traumatic injuries being noted in descriptive terms and given a limb damage score (Table 1), based on a procedure modified from Olsen et al. (1986). Points were assigned for each category only once (e.g., 2 lacerations each <2 cm long would score 5 points). No additional points for skin laceration were awarded if the laceration was, by definition, part of a higher scoring injury (compound fracture or amputation). Likewise, tendon damage or a fracture considered part of an amputation was not scored separately from the amputation. The score for any particular limb was the sum of points assigned for injuries to that limb.

Table 2. Cumulative scores^a assigned to 5 furbearer species captured in padded and standard foothold traps in 9 states in 1984-1985.

Species (Region)	Trap type ^b	n	Injury score classes						P ^c
			0-15	20-45	50-80	85-120	125-395	400+	
Red fox	P	30	26	2	2	0	0	0	0.01
(East)	S	48	22	8	14	3	1	0	
Gray fox	P	27	15	3	7	0	2	0	0.01
(East)	S	38	12	3	12	7	4	0	
Bobcat	P	7	5	0	0	1	1	0	0.30
(East)	S	14	8	4	2	0	0	0	
Raccoon	P	25	10	1	5	1	7	1	0.39
(Northeast)	S	35	12	4	7	5	4	3	
Raccoon	P	75	35	6	9	6	17	8	0.01
(Southeast)	S	98	22	12	11	5	24	16	
Bobcat	P	24	19	2	3	0	0	0	0.02
(West)	S	33	21	4	5	2	1	0	
Coyote	P	31	20	6	3	2	0	0	0.01
(West)	S	36	10	7	14	0	5	0	

^a Point scores given in Table 1.

^b P = padded, S = standard.

^c Mann-Whitney U-test of different injury scores between trap types.

We used a Mann-Whitney U-test (Conover 1980) to compare ranks of summed scores for the 2 types of traps. Data from different states were combined as long as there was no evidence of differences among states. However, data from bobcats in the East and West were kept separate because larger traps were used in the West than in the East. The West was defined as Arizona, Kansas, and Texas for grouping coyote and bobcat data. Coyotes captured in Idaho were grouped into a separate region because of differential visitation rates between trap types (Linscombe and Wright 1988). The only bobcats caught in the East were from Georgia and Louisiana. Red and gray foxes were caught in Georgia, Louisiana, Minnesota, Mississippi, New York, and Texas; these states composed the East region. Raccoon data were separated into Northeast (Minn. and N.Y.) and Southeast (Ga., La., Miss., and Tex.).

RESULTS

The distribution of the cumulative injury scores for all 5 species resulted in natural groupings (Table 2). Obvious clusters occurred at injury scores of 5 and 10, 30-40, 55 and 60, near 100, 155, near 200, and 400-410. The 0-15 range reflected small cuts and bruises. The 30-40 point range represented minor joint damage in addition to cuts and bruises. The 55-60 point scores were primarily a result of dislocated joints or simple fractures below the carpals or tarsals. Simple fractures above the

carpus or tarsus or compound fractures below the carpus or tarsus usually resulted in scores near 100. Scores in the 155-200 range were the result of amputation of ≥ 2 digits or compound fractures of the limb. Scores ≥ 400 resulted from limb amputation.

The "fox" padded trap caused less damage than the No. 1½ standard trap on both red and gray foxes (Table 2). Only 7% of red foxes had ≥ 50 points of damage with the padded trap, but 38% had ≥ 50 points of damage from the standard trap. For gray foxes, 33% caught in padded traps had ≥ 50 points damage, while 61% of those caught in standard traps had this much or more damage. With the standard trap, gray foxes had more damage than red foxes; 29% of gray foxes had > 80 points damage, whereas only 8% of red foxes had this much damage.

Seven bobcats were caught with the "fox" padded trap and 14 with standard traps. There was no difference in the injury level for this species (Table 2).

Raccoons in the Northeast showed no difference in the amount of damage for the 2 trap types; however, raccoons in the Southeast had significantly less damage with the padded trap

than with the standard trap (Table 2). For the padded trap, 47% of raccoons had <15 points of damage, but only 22% had this little damage with the standard trap. Analysis showed that raccoons in the Northeast had less damage from standard traps than those in the Southeast ($P < 0.01$). The degree of injury associated with padded traps was not different ($P = 0.71$) between the Northeast and Southeast.

The "coyote" padded trap used in the West reduced damage to bobcats; only 13% had injuries that scored ≥ 50 points. Twenty-four percent of bobcats captured with the No. 3 standard trap had ≥ 50 points damage (Table 2). The difference in injury associated with trap types was even more striking for coyotes; 53% of coyotes had ≥ 50 points damage with the standard trap, while only 16% had this much damage with the padded trap. Twenty-four coyotes were caught in Idaho with only 4 in padded traps. No significant difference ($P > 0.10$) in damage between trap types was found, although the sample size for padded traps was small.

DISCUSSION

Scores for limb injury > 50 points indicate serious damage, and those > 125 are considered severe damage. Reduction in serious or severe injuries should be 1 goal of any new trap.

For red foxes the padded trap substantially reduced the frequency of serious and severe injuries resulting in only relatively minor injuries. However, the smaller gray fox was more likely to receive serious injury than the red fox with padded traps. Tullar (1984) also reported that padded traps were effective for reducing injury in foxes (red and gray fox samples were combined).

The small sample size for bobcats taken with the smaller traps makes conclusions concerning the padded trap premature; however, most bobcats were not seriously injured even with the No. 1½ standard trap. This low level of

injury may be a result of the relatively large size of the foot, the shape of the foot, or the passive response of a trapped bobcat.

Raccoons in the Southeast appeared to be injured more frequently than Northeast raccoons when caught in standard traps. This difference could be related to the larger size of the Northeast raccoons or behavioral response at different temperatures. Tullar (1984) concluded that resulting injuries were not different with standard and padded traps ($P > 0.05$) for raccoons in New York. However, we examined Tullar's data using a 1-tailed statistical test (appropriate because we were interested only in identifying traps that caused *less* damage) and concluded that the padded traps caused less damage than the standard ($P = 0.05$). The frequency and severity of injury to raccoons in the Southeast was reduced using padded traps; however, injury scores are still high and more work is needed to further improve padded traps for raccoons.

The "coyote" padded trap caused less injury to both coyotes and bobcats than the No. 3 standard trap. This finding agrees with the results of another recent study of coyotes captured with several different types of padded traps in Western states (Olsen et al. 1986). The difference in results for bobcats in the East and the West is due to the greater damage caused by the larger standard trap used in the West. However, 2 bobcats captured with the larger standard trap had only minor damage.

Results of this study indicated that padded traps can substantially reduce limb injury to coyotes, bobcats, red and gray foxes, and raccoons as compared to injuries from standard foothold traps. Properly used, the padded trap has the potential for reducing injury. Thus, padded traps are a more humane method for harvesting these terrestrial furbearers.

Acknowledgments.—This study was conducted for the International Association of Fish and Wildlife Agencies and coordinated by members of the Fur Resources Committee and the following state biologists: G. R. Parsons

(N.Y.), E. K. Boggess (Minn.), T. Hon (Ga.), J. W. Lipe (Miss.), R. G. Linscombe (La.), B. C. Thompson (Tex.), L. B. Fox (Kans.), J. S. Phelps (Ariz.), and N. F. Johnson (Id.). Louisiana Department of Wildlife and Fisheries partially funded the study.

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EFFICIENCY OF PADDED FOOTHOLD TRAPS FOR CAPTURING TERRESTRIAL FURBEARERS

ROBERT G. LINSKOMBE, *Louisiana Department of Wildlife and Fisheries, New Iberia, LA 70560*

VERNON L. WRIGHT, *Department of Experimental Statistics, Louisiana State University, Baton Rouge, LA 70803*

In recent years trapping of furbearers has been criticized as being inhumane, and numerous attempts have been made to abolish trapping in the United States (Gentile 1987). One reaction in the wildlife profession has been to encourage and support the development and use of more humane traps. The Soft-Catch® trap (Woodstream Corp., Lititz, Pa.) is designed to reduce injuries while maintaining acceptable capture efficiency (reference to trade names or companies does not imply endorsement). The Fur Resources Committee of the International Association of Fish and Wildlife Agencies designed and implemented a study, which was conducted in 9 states, to evaluate the efficiency of the Soft-Catch trap. We report on a comparison of capture efficiency between padded-jaw foothold traps and standard steel-jaw traps.

METHODS

We compared Victor "fox" and "coyote" Soft-Catch padded traps and Nos. 1½ and 3 Victor coil spring

traps. Minor modifications to the standard traps included moving the side-mounted chain to the center and replacing the square jaws with rounded jaws on the No. 3 traps.

Furbearer biologists in each state were responsible for selecting trappers and supervising record keeping. Fifty-one trappers participated in the study during 1984-1985. Each trapper was supplied with 12 Soft-Catch traps and 12 standard traps, which were alternated along traplines. Trapping procedures (lures and type of set) varied among trappers and even along a trapline, but care was taken to insure that equal numbers of both trap types were used with each technique. All traps were set on dry ground and staked securely. Each trapper was assigned a quota for each trap type for 1 species and was instructed to continue trapping with both types of traps until the quota was reached. This requirement insured that both trap types were used in about equal numbers for all weather conditions encountered.

We pooled results where statistical tests indicated that no differences could be detected between states. Georgia, Louisiana, Minnesota, Mississippi, New York, and Texas (partial) composed Region 1. Region 2 was defined as Arizona, Kansas, and Texas (partial); and Region 3 included only Idaho.

Region 1 alternated the No. 1½ standard and "fox" padded traps for the capture of bobcats (*Felis rufus*), red foxes (*Vulpes vulpes*), gray foxes (*Urocyon cinereoargenteus*), and raccoons (*Procyon lotor*). Trappers in

Resolution

Louisiana Wildlife and Fisheries Commission
Louisiana Department of Wildlife and Fisheries
October 13, 1988

WHEREAS, Hugh A. Bateman of the Louisiana Department of Wildlife and Fisheries has attended public hearings in Washington, D.C. on dove and other migratory species including waterfowl and

WHEREAS, the U. S. Fish and Wildlife Service has established basic frameworks for hunting of migratory birds and

WHEREAS, the results of meetings held in Washington were discussed with the Louisiana Wildlife and Fisheries Commission and

WHEREAS, the Louisiana Department of Wildlife and Fisheries staff has presented recommendations for dove and other migratory species including waterfowl hunting seasons, bag limits and shooting hours and

WHEREAS, it is the constitutional responsibility of the Louisiana Wildlife and Fisheries Commission to establish hunting seasons for migratory birds within the constraints of the U. S. Fish and Wildlife Service framework, now

THEREFORE BE IT RESOLVED, that on this date October 13, 1988, the Louisiana Wildlife and Fisheries Commission does hereby ratify the season dates, bag limits and shooting hours for migratory species.

Joe Palmisano, Chairman
La. Wildlife and Fisheries
Commission

Virginia Van Sickle, Secretary
La. Department of Wildlife and
Fisheries

* Minutes noted are of Friday, Oct 14 Meeting

AGENDA
LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA
October 13-14, 1988

1. Roll Call
2. Approval of Minutes of September 8-9, 1988
Approved 10/13/88
3. Calcasieu Lake Oyster Season IV 225
4. Law Enforcement Report ~~IV~~ 40 OGT Discussion - Jenkins
Approved 10/13/88
5. Ratify 1988 Alligator Season IV 115
6. Ratify 1988-89 Fur Harvest Season IV 197
7. Ratify Migratory Species Hunting Seasons IV 224
8. Discussion of Declaration of Emergency to Establish Rules and Regulations to Govern the Louisiana Waterfowl Conservation Stamp and Print Program and Notice of Intent to meet Requirements of the Administrative Procedure Act IV 340
9. Update on Anticipated Waterfowl Prospects ~
10. ~~IV~~ Consideration of Requests for Opinion of Non-opposition to Lease of Dredge Equipment IV 398 ~~to end~~ → IV 003
11. Representatives from Commission Designated by Chairman for Advisory Panel for Role of Commission vs. Department and Marine Fin Fish Task Force IV - 153
12. Set November Meeting Date IV 165
NOV 344

OTHER BUSINESS

IV-179 → DR: Cappel Re: Rules & Regs changes on Refuges

TARVER

IV-370 → Jenkins/Bowman: "Where are the specs?"

IV-540 → Address board by _____? (inched chair)

AGENDA
LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA
October 13-14, 1988

1. Roll Call
2. Approval of Minutes of September 8-9, 1988
Approved 10/13/88 *Jenkins Cappel*
3. Calcasieu Lake Oyster Season - *resolution*
Pal McCall
4. Law Enforcement Report
Approved 10/13/88
5. Ratify 1988 Alligator Season - *Johnnie*
McCall Cappel
6. Ratify 1988-89 Fur Harvest Season - *Johnnie*
Pal - Jenkins
7. Ratify Migratory Species Hunting Seasons -
Pal McCall
9. Discussion of Declaration of Emergency to Establish Rules and Regulations to Govern the Louisiana Waterfowl Conservation Stamp and Print Program and Notice of Intent to meet Requirements of the Administrative Procedure Act - *McCall Jenkins - Resolution*
8. Update on Anticipated Waterfowl Prospects -
Robert Helm
10. Consideration of Requests for Opinion of Non-opposition to Lease of Dredge Equipment - *Susan Clade - Durant Jemat -*
11. Representatives from Commission Designated by Chairman for ¹Advisory Panel for Role of Commission vs. Department and ²Marine Fin Fish Task Force *O'Don Hines O'Jimmy Jenkins*
12. Set November Meeting Date ³*Warren Pal - Black Bras*
3 + 4 Jenkins McCall

OTHER BUSINESS

Cappel - Feb meeting, in Home rules + regulations - umm's + refuges
Rockefeller -
Cappel - make motion
(2/3 Jenkins all in favor
→ next meeting Nov 3+4
report from techs at Rockefeller
why change waive closure
refuge stay open - Pal
emergency declaration - accept motion w/ that
intent

AGENDA
LOUISIANA WILDLIFE AND FISHERIES COMMISSION
BATON ROUGE, LOUISIANA
October 13-14, 1988

1. Roll Call
2. Approval of Minutes of September 8-9, 1988 *Jenkins Cappel*
approved 10-13-88
- ~~3. Introduction of Fur Institute of Canada Representatives - *Johnnie*
Ken Bennett~~
4. Calcasieu Lake Oyster Season *Phil - 10-14*
5. Law Enforcement Report - *Winton -*
10-13-88
6. Ratify 1988 Alligator Season - *Johnnie -*
7. Ratify 1988-89 Fur Harvest Season - *Greg*
8. Ratify Migratory Species Hunting Seasons - *Butch*
9. Discussion of Declaration of Emergency to Establish Rules and Regulations to Govern the Louisiana Waterfowl Conservation Stamp and Print Program and Notice of Intent to meet Requirements of the Administrative Procedure Act - *Dave Morrison*
10. Set November Meeting Date *3+4*

OTHER BUSINESS

* Update on Ant Waterfowl Projects
idigted

Brynaert

*Jenkins Cappel - proposed rules for
shell dredging*

Susan ^(Chadler) Cappel

* Consideration ^{opinion} of request for letter of non-opposition
to lease dredging equip.

* Rep. from
Com. *Task Force - Advisory Panel
role of Com vs. Dept.*

Marine Fin Fish ^{Task} Panel Nov 1

RESOLUTION

Louisiana Wildlife and Fisheries Commission
Louisiana Department of Wildlife and Fisheries

WHEREAS, the harvest of oysters in Calcasieu Lake and Sabine Lake is regulated by R.S. 56:435.1, and

WHEREAS, the Department may extend the oyster season to compensate for time lost due to health closures as a result of Act 112 of the 1988 Regular Legislative Session, now

THEREFORE BE IT RESOLVED, that the 1988/89 oyster season in Calcasieu and Sabine Lakes will open 1/2 hour before sunrise Tuesday, November 1, 1988, and extend until 1/2 hour after sunset, Wednesday, March 29, 1989, and

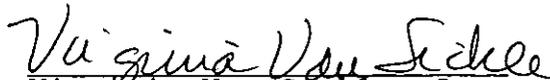
BE IT FURTHER RESOLVED, harvest will be by tonging only, and

BE IT FURTHER RESOLVED, that the waters of Calcasieu Lake and Sabine Lake will be open only when the state Department of Health and Hospitals classifies these waters as safe for the harvest of oysters, and

BE IT FURTHER RESOLVED, that the Department's Secretary has the authority to delay the closing of this season to compensate for health closures, such delay not to extend past April 30, 1989.



Don Hines
Don Hines, Vice-Chairman
Louisiana Wildlife and
Fisheries Commission



Virginia Van Sickle
Virginia Van Sickle, Secretary
Louisiana Department of Wildlife
and Fisheries

SEPTEMBER 1988 CASE REPORT

REGION I

TOTAL CASES-120

ENFORCEMENT-117
OTHER - 3

- 7-Boating
- 12-Angle Without a License (Resident or Non-Resident)
- 6-Fish Without Resident Pole License
- 13-Take Undersize Bass
- 1-Sell And/Or Buy Fish Without Wholesale/Retail Dealer's License
(Resident or Non-Resident)
- 3-Possess Exotic Fish
- 1-Hunting W/O Resident License
- 1-Possession of Wild Quadrupeds or Wild Birds Without Permit
- 4-Hunting Migratory Game Birds With Unplugged Gun
- 1-Hunting Migratory Game Birds Illegal Hours
- 63-Hunting Migratory Game Birds Over Baited Area
- 3-Hunting Migratory Game Birds From Vehicle
- 1-Rallying Migratory Game Birds
- 2-Possess Over Limit Of Doves (Field Possession)
- 1-Taking Or Possession Of Other Non-Game Birds No Season
- 1-Other Than Wildlife and Fisheries

CONFISCATIONS:

82 Ducks, 1 owl, 52 black bass.

Page (2)

REGION 2

TOTAL CASES-65

ENFORCEMENT-65
OTHER - 0

- 4-Boating
- 2-Angle Without a License (Resident or Non-Resident)
- 8-Fish Without Resident Pole License
- 8-Possess Exotic Fish
- 4-Hunting W/O Resident License
- 1-Hunting W/O Non-Resident License
- 5-Hunt Or Discharge Firearm From Road Or Highway Right-Of-Way
- 2-Hunt Or Take Deer Or Bear Closed Season
- 3-Hunting Migratory Game Birds With Unplugged Gun
- 17-Hunting Migratory Game Birds Over Baited Area
- 2-Hunting Migratory Game Birds From Vehicle
- 1-Possess Over Limit of Doves (Field Possession)
- 1-Resisting Arrest
- 3-D.W.I.
- 4-Littering

CONFISCATIONS:

101 doves

REGION 3

TOTAL CASES-92

ENFORCEMENT- 90
OTHER - 2

- 12-Boating
- 18-Angle Without a License (Resident or Non-Resident)
- 4-Fish Without Resident Pole License
- 2-Use Gear W/O Recreational Gear License (Resident or Non-Resident)

Page (3)

REGION 3 CONT'D.

- 1-Take Game Fish Illegally
- 1-Sell And/Or Buy Fish W/O Wholesale/Retail Dealer's License
(Resident or Non-Resident)
- 6-Possess Exotic Fish
- 6-Hunting W/O Resident License
- 1-Hunting W/O Non-Resident License
- 2-Hunting W/Unplugged Gun or Silencer
- 2-Hunt Squirrel Closed Season
- 1-Possess Squirrels Closed Season
- 3-Hunt Raccoons Or Opossums Illegally
- 3-Possess Over Limit of Doves (Field Possession)
- 27-Hunting Migratory Game Birds Over Baited Area
- 2-Not Abiding By Rules and Regulations On WMA
- 1-Resisting Arrest

CONFISCATIONS:

NONE

REGION 4

TOTAL CASES-63

ENFORCEMENT-57
OTHER - 6

- 3-Boating
- 7-Angle Without a License (Resident-or Non-Resident)
- 7-Fish Without Resident Pole License
- 1-Fail To Have Commercial License in Possession
- 1-Possess Exotic Fish
- 4-Hunting Without Non-Resident License

REGION 4 CONT'D.

- 2-Hunting With Unplugged Gun Or Silencer
- 5-Hunt or Discharge Firearm From Road or Highway Right-of-Way
- 1-Hunt Squirrel Closed Season
- 2-Hunting Migratory Game Birds With Unplugged Gun
- 20-Hunting Migratory Game Birds Over Baited Area
- 3-Hunting Doves Closed Season
- 1-Possess Over Limit of Doves (Field Possession)
- 5-Not Abiding By Rules and Regulations on WMA
- 1-Other Than Wildlife and Fisheries

CONFISCATIONS:

1 fox squirrel, 1 kestrel, 47 dove, 1 shotgun.

REGION 5

TOTAL CASES-190

ENFORCEMENT-125
OTHER - 65

- 37-Boating
- 40-Angle Without a License (Resident or Non-Resident)
- 2-Angle Without Saltwater License (Resident or Non-Resident)
- 1-Take Game Fish Illegally
- 1-Possess O/L Of Spotted Sea Trout or Red Drum
- 22-Take Or Possess Undersize Red Drum Or Spotted Sea Trout
- 1-Fail To Have Commercial License In Possession
- 4-Take Or Sell Commercial Fish or Bait Species Without Commercial License
- 1-Take Commercial Fish Without Commercial Gear License
- 2-Take Or Possess Commercial Fish Without A Vessel License
(Resident or Non-Resident)

REGION 5 CONT'D.

3-Sell And/Or Buy Fish Without Wholesale/Retail Dealer's License

(Resident or Non-Resident)

2-Possess Over Limit of Red Drum Over 30 inches

1-Take Or Possess Undersize Commercial Fish

2-Take Or Possess Undersize White Shrimp

7-Hunting W/O Resident License

1-Hunting With Unplugged Gun or Silencer

1-Possession of Wild Quadrupeds or Wild Birds Without Permit

1-Possess Rabbits Closed Season

2-Hunt Squirrel Closed Season

1-Possess Squirrels Closed Season

3-Hunt or Take Deer or Bear Closed Season

3-Possession of Illegally Taken Deer or Bear (O/S or C/S)

3-Hunting Migratory Game Birds Over Baited Area

4-Hunting Migratory Game Birds From a Vehicle

4-Not Abiding By Rules and Regulations on WMA

CONFISCATIONS

2 motors, 55 redbfish, 11 doves, 7 squirrels, 1 rabbit, 47 speckled trout, 117 pounds of shrimp, 8 bass, 200 pounds of crabs.

REGION 6

TOTAL CASES-219

ENFORCEMENT-187
OTHER - 32

32-Boating

29-Angle W/O A License (Resident or Non-Resident)

4-Fish W/O Resident Pole License

REGION 6 CONT'D.

- 3-Angling Without Saltwater License (Resident or Non-Resident)
- 3-Take Game Fish Illegally
- 6-Take or Sell Commercial Fish or Bait Species W/O Commercial License
- 11-Take Commercial Fish W/O Commercial Gear License
- 5-Take Or Possess Commercial Fish W/O a Vessel License
- 1-Sell And/or Buy Fish W/O Wholesale/Retail Dealer's License
(Resident or Non-Resident)
- 1-Possess Exotic Fish
- 4-Use Illegal Nets
- 2-Leave Nets Unattended
- 29-Take or Possess Undersize Commercial Fish
- 1-Buy Commercial Fish from Un-licensed Fisherman
- 1-Possess Crabs In Berry Stage
- 3-Destroy Legal Crab Traps Or Removing Contents
- 2-Allow Another To Use Commercial License
- 1-Fail To Have Commercial Fish Intact
- 1-Fail To Mark Containers
- 16-Take Or Possess Undersize White Shrimp
- 12-Hunting W/O Resident License
- 5-Hunting From Moving Vehicle And/Or Aircraft
- 1-Hunting W/Unplugged Gun Or Silencer
- 4-Hunt Or Discharge Firearm From Road Or Highway Right-Of-Way
- 3-Hunt Squirrel Closed Season
- 1-Possession Of Illegally Taken Deer Or Bear (O/S Or C/S)
- 1-Fail To Tag Alligator Upon Taking

Page (7)

REGION 6 CONT'D.

- 1-Take Alligators From Other Than Approved Area
- 3-Hunt Alligators At Night With Firearm
- 2-Fail To Comply With Alligator Parts Tagging Required
- 1-Possessing F.B.A. Without License
- 1-Take Non-Game Quadrupeds Illegally
- 5-Hunting Migratory Game Birds With Unplugged Gun
- 2-Hunting Migratory Game Birds Illegal Hours
- 2-Hunting Migratory Game Birds Over Baited Area
- 3-Hunting Doves Closed Season
- 1-Take Herons-No Season
- 13-Not Abiding By Rules and Regulations On WMA
- 2-Resisting Arrest
- 1-Illegal Possession Of Drugs Or Marijuana

CONFISCATIONS:

NONE

REGION 7

TOTAL CASES-113

ENFORCEMENT-107
OTHER - 6

- 6-Boating
- 10-Fish W/O License
- 3-Sell Or Buy Seafood W/O Wholesale/Retail License
- 1-Possess Red Fish C/S
- 1-Buy Commercial Fish From Un-Lic. Fisherman (2 cou)
- 14-Hunt W/O Basic License
- 1-Hunt Migratory G B W/Unplugged Gun

REGION 7 CONT'D.

- 2-Hunt Squirrels in C/S
- 2-Possess Squirrels in C/S
- 1-Take Turkey in C/S
- 2-Fail To Tag Alligator Upon Taking
- 2-Hunt Alligator At Night W/Gun
- 4-Hunt Doves W/Unplugged Gun
- 33-Hunt Doves Over Bait
- 6-Hunt M G B (Doves) From Moving Vehicle
- 5-Hunt M G B (Doves) C/S
- 8-Possess Untagged M G B
- 1-Possess Over Limit of Doves
- 1-Littering
- 6-Not Abiding By Rules and Regulations On WMA
- 3-Hunt Wild Quadrupeds And/or Wild Birds
- 1-Resisting Arrest

CONFISCATIONS

1 hen turkey, 3 squirrels, 139 doves.

REGION 8

TOTAL CASES-596

ENFORCEMENT-388
OTHER -208

- 80-Boating
- 134-Angle Without a License (Resident or Non-Resident)
 - 6-Fish Without Resident Pole License
 - 4-Use Gear Without Recreational Gear License (Resident or Non-resident)
- 74-Angle Without Saltwater License (Resident Or Non-Resident)

REGION 8 CONT'D.

- 1-Take Game Fish Illegally
- 4-Taking and/or Possessing Over Limit of Game Fish
- 25-Possess O/L of Spotted Sea Trout or Red Drum
- 71-Take Or Possess Undersize Red Drum or Spotted Sea Trout
- 1-Not Abiding By Commission Rules and Regulations
- 8-Fail To Have Commercial License In Possession
- 16-Take Or Sell Commercial Fish or Bait Species Without Commercial License
- 9-Take Commercial Fish Without Commercial Gear License
- 2-Unlawfully Take Oysters Off A Private Lease
- 15-Take Or Possess Commercial Fish Without a Vessel License
- 1-Sell And/Or Buy Fish Without Wholesale/Retail Dealer's License
(Resident or Non-Resident)
- 1-Fail To Maintain Records
- 5-Leave Nets Unattended
- 29-Take Or Possess Undersize Commercial Fish
- 2-Possess Crabs in Berry Stage
- 1-Use Crab Traps Without Required Floats
- 1-Fail To Have Commercial Fish Intact
- 8-Trawling Inside Water With Double Rig (Over 50 feet)
- 5-Failure To Have Written Permission
- 1-Unlawfully Take Oysters
- 1-Unlawfully Take Oysters From State Water Bottoms
- 8-Taking Oysters From Unapproved Area (Polluted)
- 20-Take Undersize Oysters From Natural Reef

REGION 8 CONT'D.

- 3-Use Illegal Gear For Taking Oysters On Public Grounds (Natural Reef)
- 1-Possession Of Untagged Oysters
- 1-Illegal Fish Closed Area Lake Ponchartrain
- 5-Hunting W/O Resident License
- 2-Possession Of Illegally Taken Deer Or Bear (O/S Or C/S)
- 5-Fail To Tag Alligator Upon Taking
- 1-Take Alligators From Other Than Approved Area
- 1-Not Abiding By Rules And Regulations
- 2-Take Alligators Without License
- 1-Illegal Possession Of Alligators, Eggs Or Their Skins
- 3-Not Abiding By Rules And Regulations On WMA
- 3-Hunting Ducks Or Geese Without Federal Stamp
- 1-Hunting Migratory Game Birds With Unplugged Gun
- 8-Hunting Migratory Game Birds Illegal Hours
- 2-Hunting Migratory Game Birds Over Baited Area
- 2-Possess Untagged Migratory Game Birds
- 3-Field Possession of Freshly Killed Migratory Game Birds (Closed Season)
- 2-Wanton Waste Of Migratory Birds
- 5-Possess Over Limit of Doves (Field Possession)
- 3-Hunting Ducks Closed Season
- 2-Hunting Gallinules Closed Season
- 2-Taking Cranes No Season
- 1-Taking Or Possession Of Other Non-Game Birds No Season
- 3-Illegal SpotLighting From Public Road
- 1-Interfering With A Officer

Page (11)

REGION 8 CONT'D.

3-Possession/Take Of Undersize Federal Controlled Fish

CONFISCATIONS

1 hawk, 79 black bass, 1 egret, 14 trawls, 2811 lbs. of shrimp, 18 gill nets, 5 guns, 733 redfish, 58 speckled trout, 7 boats, 9 doves, 1 bow and arrow, 4 gallinules, 8 alligator, 43 alligator tags, 1 cobia, 357 sacks of oysters, 13 barrels of oysters, 134 boxes of crabs and 84 separate crabs, 50 lbs. of deer meat, 669 catfish, 14 oyster dredges

Page (12)

S.W.E.P.

DELTA TIDE

ENGINE HOURS 35 HOURS

TOTAL CASES: 8

BOATS CHECKED 37

7-Trawling Using Oversize Trawl

1-Taking Commercial Fish Without Commercial License

CONFISCATIONS

Seized 14 Trawls

NOTE: RIP TIDE IN REPAIR

Page (13)

<u>TOTAL CASES S.W.E.P.</u>	<u>8</u>
<u>TOTAL CASES ENFORCEMENT</u>	<u>1136</u>
<u>TOTAL CASES OTHER DIVISIONS</u>	<u>330</u>
<u>GRAND TOTAL</u>	<u>1474</u>

OPERATION GAME THIEF

STATEWIDE

September, 1988

During the month of September OGT and the Communications Section received 321 calls ont he Toll Free Number. This makes a total of 1,568 calls since January 1, 1988. The September calls resulted in two cases.

The first case was on September 20, in Beauregard Parish where one person was cited for possession of a wild quadruped w/o permit. 1 doe deer (live) was seized.

The second case was on September 21, in Pointe Coupee Parish where two people were cited for hunting squirrel in closed season, resisting an officer by flight, hunting w/o resident hunting license and 6 squirrels were seized.

The calls broken down by Region are as follows:

REGION 1

13

REGION 2

10

REGION 3

45

REGION 4

6

REGION 5

51

REGION 6

33

REGION 7

55

REGION 8

112

RULE

Department of Wildlife and Fisheries
Louisiana Wildlife and Fisheries Commission

The alligator industry of Louisiana represents a renewable resource, valuable to the economy providing income to in excess of 1,000 participants for the 30-day harvesting season. The annual harvest of surplus and nuisance animals is in keeping with wise wildlife management techniques based upon scientific research and resulting management.

The Department Secretary shall be authorized to close or extend the alligator season as biologically justifiable.

RULE

Department of Wildlife and Fisheries
Louisiana Wildlife and Fisheries Commission

The fur industry of Louisiana is the result of a major wildlife resource and provides supplemental income for many of the citizens of our state; and as this resource is a renewable natural one, which has proven under wise management to increase in importance; annual harvest of the surplus animals is in keeping with sound wildlife management principles.

The creation of a north and south trapping zone continues to allow for the most efficient harvest of prime furbearers in these two diverse habitat types within the state. Therefore, the Department of Wildlife and Fisheries does hereby establish the 1988-89 furbearer trapping season for the south zone as being December 1, 1988, through February 28, 1989. After carefully considering the market situation for some upland species, especially the raccoon, the Department, in an attempt to provide more opportunity for trapping of bobcat and fox after deer hunting seasons are closed, does hereby establish the 1988-89 furbearer trapping season for the north zone as November 20, 1988, through February 16, 1989, through March 15, 1989, with trapping techniques restricted to the use of Soft-Catch traps (padded jaw traps) or their equivalent. The Department Secretary shall be authorized to close or extend the trapping season in any portion of the state as biologically justifiable.

State of Louisiana



Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
September 19, 1988
Baton Rouge, Louisiana 70895

Buddy Roemer
GOVERNOR

MEMORANDUM

TO: Assistant Secretary and Division Chiefs
FROM: Virginia Van Sickle *VVS*
RE: Commission Meeting Agenda - October 13-14, 1988

Please write on the bottom of this memo and return to me by Wednesday September 28th any agenda items your division may have for the meeting in Baton Rouge at Quail Drive on October 13th & 14th, 1988. If you do not have anything for the agenda, please return memo to me and indicate this on the bottom of this memo. We cannot add anything to the agenda that requires commission action after we have published the agenda in the state journal.

Thank you for your cooperation!

VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

FISH DIVISION!
I have nothing on the agenda. Thanks!

Bennett

RECEIVED
LA. DEPT. WILDLIFE & FISHERIES

SEP 19 1988

FISH DIVISION

State of Louisiana



Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
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VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

*1 - set regular alligator season for the remainder of the year
1 - final ratification of alligator season? Oct 14 - Nov
2 - final ratification of fur season?*

RECEIVED
SEP 19 88
DEPT. OF WILDLIFE
BATON ROUGE



RECEIVED

SEP 19 1988

INFORMATION &
EDUCATION DIV.

Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
Baton Rouge, Louisiana 70895

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VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

*nothing at this time
Bet Wennie 9/19/88*



Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
Baton Rouge, Louisiana 70895

Buddy Roemer
GOVERNOR

M E M O R A N D U M

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Thank you for your cooperation!

VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

Case Report
W. Vidini

State of Louisiana



Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
Baton Rouge, Louisiana 70895

Buddy Roemer
GOVERNOR

to VVS

MEMORANDUM

TO: Assistant Secretary and Division Chiefs
FROM: Virginia Van Sickle *VVS*
RE: Commission Meeting Agenda - October 13-14, 1988

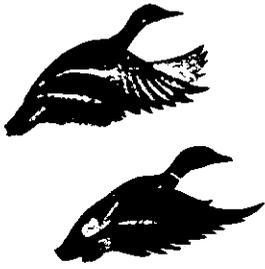
Please write on the bottom of this memo and return to me by Wednesday September 28th any agenda items your division may have for the meeting in Baton Rouge at Quail Drive on October 13th & 14th, 1988. If you do not have anything for the agenda, please return memo to me and indicate this on the bottom of this memo. We cannot add anything to the agenda that requires commission action after we have published the agenda in the state journal.

Thank you for your cooperation!

VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

none



Virginia Van Sickle
SECRETARY

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

Buddy Roemer
GOVERNOR

September 28, 1988

MEMORANDUM

TO: Chairman and Member of Commission
FROM: Virginia Van Sickle *VVS*
RE: October Board Meeting

Touws
no additions needed.
Bettsie

The next regular public board meeting as set by the Commission will be at 2:00 PM on Thursday, October 13, 1988 at the 2000 Quail Drive in Baton Rouge.

On Friday, October 14th, the meeting will be continued at the same location at 10:00 AM.

1. Roll Call
2. Approval of Minutes of September 8-9, 1988

PHIL BOWMAN

3. Calcasieu Lake Oyster Season

WINTON VIDRINE

4. Law Enforcement Report

JOHNNIE TARVER

5. Ratify 1988 Alligator Season
6. Ratify 1988-89 Fur Harvest Season

HUGH BATEMAN

7. Ratify Migratory Species Hunting Seasons

VVS/pc

cc: Bob Misso
Don Puckett
Kell McInnis
Bettsie Baker
Guy LaBranche
Division Chiefs



Virginia Van Sickle
SECRETARY

DEPARTMENT OF WILDLIFE AND FISHERIES
OFFICE OF WILDLIFE
GAME DIVISION
P.O. BOX 15570
Baton Rouge, Louisiana 70895

Buddy Roemer
GOVERNOR

MEMORANDUM

TO: Assistant Secretary and Division Chiefs
FROM: Virginia Van Sickle *VVS*
RE: Commission Meeting Agenda - October 13-14, 1988

Please write on the bottom of this memo and return to me by Wednesday September 28th any agenda items your division may have for the meeting in Baton Rouge at Quail Drive on October 13th & 14th, 1988. If you do not have anything for the agenda, please return memo to me and indicate this on the bottom of this memo. We cannot add anything to the agenda that requires commission action after we have published the agenda in the state journal.

Thank you for your cooperation!

VVS/pc

cc: Don Puckett
Kell McInnis
Bettsie Baker

Sfd
Enf
Jrk
JE Rome
Bettsie Rome
Fisk
Drme

State of Louisiana



DEPARTMENT OF WILDLIFE AND FISHERIES

September 27, 1988

VIRGINIA VAN SICKLE
SECRETARY

BUDDY ROEMER
GOVERNOR

COASTAL & MARINE RESOURCES SURVEY SECTION 03 - 04 ACTIVITY REPORT

From September 2, 1988 thru September 25, 1988

During this period field activity consisted of:

133 Surveys that were scheduled.
35 Surveys that were unable to be done due to bad weather
or fishermen unable to meet surveyor.

Surveys that were completed consisted of:

37 Leases that were tied into the monument control system.
5 Applications for new area.
51 15-year limitations.
5 Restake applications.

Total field activity:

<u>1986</u>	<u>1987</u>	<u>1988</u>	
<u>1246</u>	<u>1013</u>	<u>1195</u>	- Surveys scheduled.
<u>967</u>	<u>565</u>	<u>764</u>	- Surveys performed.
<u>270</u>	<u>447</u>	<u>415</u>	- Surveys unable to be done due to bad weather or fishermen unable to meet surveyor.
<u>2</u>	<u>0</u>	<u>0</u>	- Survey where fishermen refused to survey.
<u>0</u>	<u>2</u>	<u>2</u>	- Disputes settled.
<u>22</u>	<u>1</u>	<u>16</u>	- No shows.
<u>3</u>	<u>0</u>	<u>2</u>	- Applications cancelled by request.

Office activity during this period:

\$713.28 - Lease rental collected.
\$ 65.00 - Survey fees collected.
0 - Applications filed.
178 - New leases issued.
3 - Surveys - Private Surveyor
76 - Surveys - Private Surveyor, 1988



DRAFT

10/7/88

CHARTER OF DREDGES AND OPERATING AGREEMENT

BY: LOUISIANA MATERIALS COMPANY, INC.
Owner/Operator

TO: DRAVO BASIC MATERIALS COMPANY, INC.
Charterer

This Charter of Dredges and Operating Agreement ("Agreement") is entered into as of this _____ day of _____, 1988, by and between Louisiana Materials Company, Inc. ("Owner/Operator") and Dravo Basic Materials Company, Inc. ("Charterer").

WHEREAS, under the provisions of La.R.S. 56:441 and other applicable laws, the Louisiana Wildlife & Fisheries Commission ("Commission") advertised for bids for a lease covering fossil shells and shell materials on all waterbottoms located within the entirety of Lake Maurepas, situated within Tangipahoa, Livingston and St. John the Baptist Parishes, containing approximately 58,191 acres, and all waterbottoms located within the entirety of Lake Pontchartrain, situated within St. Tammany, Tangipahoa, St. John the Baptist, St. Charles, Jefferson and Orleans Parishes, containing approximately 394,127 acres, as shown on the chart attached to the Lease identified hereinafter and designated as Attachment A thereto, and subject to all restrictions reflected thereon (identified by the Commission as Shell Lease No. 1); and

WHEREAS, in response to the required advertisements, bids were received and a lease agreement was entered into between the

Commission and Charterer as of September 26, 1988 ("the Lease"), copy of which Lease is attached hereto and made a part hereof; and

WHEREAS, in order to effectuate the purposes of the Lease and operate more efficiently thereunder, Charterer desires to enter this Agreement providing for the charter of certain dredges from Owner/Operator and the operation of same; and

WHEREAS, Owner/Operator desires to enter into this Agreement and charter the dredges described herein to Charterer and operate same pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Louisiana Department of Wildlife & Fisheries ("Department") has accepted this Agreement as a charter and operating agreement and has consented to its execution (copy of which consent is attached hereto);

NOW, THEREFORE, Owner/Operator and Charterer do hereby agree as follows:

A. CHARTER OF DREDGES

1. DREDGES

Owner/Operator does hereby charter to Charterer, and Charterer leases from Owner/Operator, upon the terms and conditions stated hereinafter, the following described dredges (the "Dredges"):

The Dredge CHICKASAW, Official Number 297593, with all equipment thereon, but without any attendant craft, tugs or boats (but including necessary crewboat).

The Dredge A. W. SHUCKS, Official Number 297591, with all equipment thereon, but without any attendant craft, tugs or boats (but including crewboat).

2. TERM

The initial term of this Agreement shall be a period of eighteen months, beginning _____ and ending _____. This Agreement shall terminate immediately if the Lease is terminated for any reason. However, Charterer shall not voluntarily consent to the termination of the Lease without the prior written consent of Owner/Operator. Provided Owner/Operator is not in violation of any of the terms of this Agreement or the Lease, this Agreement shall be extended for an additional period of eighteen months (or for the remaining term of the Lease if said term is less than eighteen months) unless either party gives written notice to the other of its intent to terminate not less than sixty days prior to the expiration of the primary term hereof.

3. CHARTER HIRE

Charterer shall pay to Owner/Operator as full charter hire for the charter of the Dredges the sum of _____ per cubic yard for all shells and shell deposits removed from the above described waterbottoms by Owner/Operator pursuant to this Agreement. The foregoing charter hire shall be subject to no escalation during the term of this Agreement or any extensions

thereof. Said rental payments shall be made within 30 days after Charterer's receipt of invoice covering production for each calendar month of the term of this Agreement. In the event of any dispute concerning amounts due the undisputed amounts shall be paid as set forth herein.

4. SUBJECT TO CHARTER AND OPERATING AGREEMENT

The foregoing Charter is expressly made subject to all of the other terms and conditions of this Agreement, and to all of the terms and conditions of the underlying Lease between Charterer and the Commission. Without in any way limiting the generality of the foregoing, Owner/Operator agrees to conduct all of its operations hereunder in conformity with the obligations imposed on the Charterer in the Lease, and warrants and covenants with Charterer that it will indemnify and hold Charterer harmless from all damages and claims of any kind (including attorneys' fees) arising from Owner/Operator's operations under this Agreement. It is also specifically agreed that this Agreement (including both the Charter and the Operating Agreement) may be terminated by Charterer upon the same terms and conditions governing termination of the Lease as provided in Paragraph 9 thereof. Nothing herein shall be deemed to make Owner/Operator an assignee, subcontractor or sublessee under the Lease, nor to obligate Owner/Operator to perform Charterer's obligations under the Lease, except as specifically provided herein.

5. LOSS OF DREDGES

In the event of a total loss or constructive total loss of either of the Dredges, this charter shall terminate as to such Dredge, provided that Owner/Operator shall have the option of substituting another Dredge of at least fifty percent (50%) of the capacity of the lost Dredge, provided notice of intent to substitute is given within thirty (30) days of the loss. However, any substitute dredge must be fully licensed and permitted and comply with all of the requirements of this Agreement. In the event of casualty or other damage to the Dredge, not resulting in a total loss, Owner/Operator shall commence repairs within fifteen (15) days and shall prosecute such repairs to completion with due diligence.

6. VESSEL INSURANCE

Owner/Operator shall provide and pay for hull and P&I insurance to the fair market value of the Dredges, such insurance to name Charterer, the Department, the Commission and their officers and employees as additional insureds, as their interest may appear. Such insurance may be placed through Lloyd's of London, London Underwriters, or through other companies, provided such other companies shall be rated at least "B" by A. M. Best & Company. All such policies shall provide for waivers of subrogation in favor of the aforementioned additional insureds.

7. BENEFIT OF LIMITATION OF LIABILITY

Notwithstanding any other provisions hereof, Owner/Operator and Charterer shall have the benefit of all exemptions from any limitations of liability to which an owner or charterer of a dredge is entitled under the laws of the United States including but not limited to 46 U.S.C.A., Sec. 183, et seq.

8. CHARTER SUBJECT TO MORTGAGE

The Dredges shall be subject to the lien of the Owner/Operator's mortgage, in favor of Whitney National Bank, and this charter and the rights of Charterer hereunder are hereby made subject and subordinate at all times to the lien of the mortgage; provided, however, that the mortgage does not lose its status as a "preferred" mortgage under the Ship Mortgage Act, 1920, as amended.

9. CHARTERER'S CITIZENSHIP

Charterer represents that it is, and will continue to be during the term of this Charter, a citizen of the United States within the contemplation of the dredge documentation laws of the United States. If Charterer should lose its United States citizenship for any reason during the term hereof, this Agreement shall terminate with no further liability on the part of either party, unless approval of the change in status has been obtained from the United States Maritime Administration ("MARAD"). However, Charterer shall provide Owner/Operator with as much advance

notice as practicable of any such change in its citizenship, and Charterer and Owner/Operator shall cooperate in seeking MARAD approval for such change of status.

B. OPERATING AGREEMENT

10. OPERATION OF DREDGES

Owner/Operator will furnish all crews, fuel, supplies and anything else that may be necessary for the safe and efficient operation of the Dredges, and shall operate the Dredges to produce shells and shell materials from the above described water-bottoms. Owner/Operator shall at all times coordinate operations with and act at the reasonable direction of Charterer, except that Owner/Operator shall retain control of repairs, safety matters and supervision of crews and all personnel. All costs of operation, production and delivery as provided herein shall be borne by Owner/Operator, and the payments by Charterer to Owner/Operator provided in Paragraphs 3 and 11 of this Agreement shall be full and complete compensation for all of Owner/Operator's obligations hereunder. Charterer shall have the right at all times to inspect the Dredges.

11. PAYMENTS BY CHARTERER

In consideration of Owner/Operator's agreement to operate the Dredges at its cost and expense and deliver shell and shell product to Charterer as provided herein, Charterer shall pay Owner/Operator the sum of _____ per cubic yard of shell actually

produced and delivered to Charterer on monthly production up to _____ cubic yards, and _____ on all monthly production in excess of _____ cubic yards. Said payments shall be made within 30 days after Charterer's receipt of invoice covering production for each calendar month of the term of this Agreement.

Notwithstanding the provisions of the preceding paragraph, annually, within thirty (30) days of the end of September of each year, Owner/Operator shall calculate production for the preceding year, and production up to _____ cubic yards shall be paid for at _____ per cubic yard. Production in excess of _____ cubic yards shall be at the rate of _____. Additional amounts due, or overpayments due to be refunded, shall be paid within thirty (30) days of acceptance of Owner/Operator's calculation by Charterer.

In the event of any dispute as to amounts due, undisputed amounts shall be paid as provided herein.

The foregoing sums shall be fixed and non-escalatable for the term of this Agreement and any extensions thereof, except for the following fuel adjustment, which shall be calculated on a monthly basis and not be subject to any annual adjustment:

12. ALL SHELL TO BE DELIVERED TO CHARTERER

It is expressly understood and agreed that all shells and shell materials produced by Owner/Operator in the above described waterbottoms shall be accepted by Charterer at Owner/Operator's cost on Charterer's barges adjacent to the producing dredge. Owner/Operator shall not produce any shell for its own account or for any person or entity other than Charterer.

Charterer shall in no event be liable to Owner/Operator for demurrage, delay charges or any damages of any kind as a result of Charterer's failure to have its barges available at the dredge sites timely or as requested by Owner/Operator. Owner/Operator may provide back-up delivery service to Charterer's Seabrook Yard or to the fleet in the general vicinity of the intersection of the Industrial Canal and the Mississippi River Gulf Outlet, and Charterer shall pay Owner/Operator _____ per cubic yard of shell for such back-up delivery service. Such back-up delivery service shall be provided only upon Charterer's specific request or with its express written consent, which consent shall not unreasonably be withheld. When Owner/Operator's barges are used for backup delivery service pursuant to this paragraph, Charterer shall unload such barges within 24 hours, in default of which Charterer shall pay charter hire for such barge at the rate equal to McDonough Marine Service (New Orleans) quoted spot or short term rate to Charterer for barges per day, or pro rata portion thereof.

13. GOOD FAITH EFFORT AND REPAIR OF DREDGES

Owner/Operator shall make a good faith effort to produce shells and shell materials from the above described waterbottoms continually and efficiently pursuant to this Agreement. Owner/Operator is further bound specifically to act as a prudent producer of shells and shell materials, and to coordinate all of its activities and operations with Charterer. Owner/Operator shall be responsible for the repair and maintenance of all of the Dredges, which shall be maintained in good working condition and operated so as to insure good production rates. Notwithstanding the provisions of this paragraph, there is neither a minimum nor a maximum amount of shell production required. Any breach of the obligations contained in this Paragraph by Owner/Operator shall give Charterer the right to terminate this Agreement for cause as provided in Paragraph 4 hereof, and to recover all damages occasioned by Owner/Operator's breach.

14. OTHER CONDITIONS

a - Owner/Operator shall have the right to produce mixed clam and oyster shell when such product is needed by Charterer and with the express written consent of Charterer. Charterer agrees that it will not use its own dredges to produce such mixed shell without first giving Owner/Operator five days' notice and the first right to produce such mixed shell from the area in question, which right shall be exercised by notice from Owner/Operator within 48 hours after Charterer's notice of

Charterer's intent to produce such mixed shell. Charterer reserves the right to produce mixed shell to the extent that Owner/Operator cannot produce the volumes required by Charterer.

b - Charterer shall have the right at all times to inspect all of Owner/Operator's production records and documents directly related to this Agreement, and all reports, returns and submissions of any kind to any governmental agency bearing directly on Owner/Operator's production.

c - Neither party's rights under this Agreement may be assigned or subchartered to any other party.

d - Owner/Operator shall accept and be bound by all barge measurements and calculations of shell volumes as accepted by Charterer's customers or as made at Charterer's yards. Owner/Operator may at its option have a representative in attendance for all such measurements, but it shall be the sole responsibility of Owner/Operator to have its representative available at the time the measurement is to be made, and such representative shall observe only and shall direct all comments to Charterer. Notwithstanding the foregoing, it is expressly agreed that measurements made at Charterer's yards and not in the presence of a customer may be made jointly by representatives of Owner/Operator and Charterer. In the event that said representatives cannot agree on a measurement, either party may cause a mutually acceptable independent surveyor to be called, whose measurement shall be final and whose costs shall be borne equally by the parties.

e. Notwithstanding any other provision herein to the contrary, this Agreement shall terminate immediately if it is determined by any court or governmental agency with jurisdiction (after exhaustion of any applicable appeal rights) to be not a charter and operating agreement, but rather an assignment or subcontract as contemplated in Paragraph 10 of the Lease.

15. REPRESENTATIONS BY OWNER/OPERATOR

As further consideration for this Agreement, and to induce Charterer to enter into this Agreement, Owner/Operator hereby represents and warrants to Charterer as follows:

a - Owner/Operator is currently in possession of all necessary permits, licenses and other governmental permissions of any type necessary to operate the Dredges, and is in compliance with all applicable laws, regulations and permit conditions affecting the operation of the Dredges. The validity and existence of all such licenses and permits, and compliance with all such laws, regulations and permit conditions, shall be the sole responsibility of Owner/Operator.

b - Owner/Operator agrees to be bound specifically as Charterer under the Liability, Hold Harmless, Defense and Insurance provision of the underlying Lease (Paragraph 5) to Charterer as well as to the Department and Commission, and is obligated to obtain insurance coverage of the indemnity provision contained in said Paragraph 5 to the extent insurable and shall at all times

provide Charterer and the Department with satisfactory evidence of such insurance, from Underwriters at Lloyd's of London or from a company that A. M. Best & Company has given a "B" or better rating, of not less than \$15,000,000. Owner/Operator agrees to name Charterer, the Department and the Commission and their officers and employees as additional insureds under this policy of insurance, and to furnish Charterer and the Department a copy of the same, and to cause underwriters to waive subrogation in favor of Charterer, the Department, the Commission and their officers and employees.

c -

d - Owner/Operator specifically warrants that it has, or will obtain, all of the personnel, fuel, supplies and other material necessary to perform under this Agreement; that it has all necessary worker's compensation and other insurance coverages in

effect with respect to its personnel; and that all costs and expenses incurred by it in connection with this Agreement will be solely for its account and will not be charged in any way to Charterer.

e - Owner/Operator represents and warrants that it has paid or will pay timely to the Department and to the State of Louisiana all royalties, severance taxes and other charges and payments of any kind that are owed under Owner/Operator's previous lease for the removal of shells and shell materials.

f - Charterer shall maintain its barges and tugs in good operating condition at its expense, and shall provide hull and P&I insurance thereon at its expense, to the fair market value of such vessels. All such insurance shall name Owner/Operator as an additional insured and shall waive subrogation against Owner/Operator, its agents, and employees.

16. RESERVATION OF RIGHTS AND FURTHER LIMITATION OF LIABILITY

The parties to this Agreement specifically acknowledge that this Agreement is entered into to facilitate Charterer's performance under the Lease; that this Agreement is in all ways subordinate to the Lease; and that Charterer retains all of its rights to operate and produce shells and shell materials and all other rights granted by the Lease except as expressly modified herein. Owner/Operator also acknowledges that Charterer has made or may make a partial assignment of its rights under the Lease to

Pontchartrain Materials Corporation. Charterer shall not in any event be liable to Owner/Operator for any damages whatsoever arising from Owner/Operator's operations under this Agreement, or from Owner/Operator's inability for any reason to operate under this Agreement, or from the modification, suspension, revocation or termination of this Agreement or the Lease for any reason.

17. FORCE MAJEURE

In the event either party is prevented from performing this Agreement by reason of unusual and unanticipated natural causes, such as hurricane, storm or other such cause beyond the control and without fault on the part of the party claiming force majeure, or by order of court or governmental agency, the party suffering such force majeure shall be excused from performance hereunder during the period of such force majeure and such party shall not be deemed in default of this Agreement. In the event any action or requirement of a court or governmental agency causes an increase in operating costs, or requires an increase in investment in the dredges, in the event such requirement makes performance under this Agreement economically unfeasible to Owner/Operator, then Owner/Operator may give notice thereof to Charterer; in such event Charterer shall have the option of paying such added costs, or of terminating this Agreement.

18. AMENDMENT OR TERMINATION BY AGREEMENT OF PARTIES

This document contains the entire agreement between the parties and cannot be changed or terminated orally but only by an

agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

19. DEFAULT

In the event of any claimed default by any party to this Agreement, written notice of default shall be given and the alleged defaulting party shall, in the event the default is the failure to pay money, make all payments due within five working days. In the event the claimed default is anything other than the payment of money, the defaulting party shall, within five working days of the receipt of notice of the default, commence and use due diligence to complete all actions necessary to cure the default.

In the event the party receiving the notice of default disagrees with the notice and contends that it is not in default, then the matter shall be referred first to the chief executive officer of each party or his designee, and if not resolved at that level within three days, it shall be referred to arbitration in accordance with Paragraph 20 hereof, such arbitration to be commenced within five working days and with the arbitrator to be instructed to issue his decision within two working days after the completion of the presentation of evidence. In the event the arbitrator's decision confirms that there has been a default, then action to cure the default shall commence within two working days thereof.

In the event a default is not cured as set forth herein, then the other party shall, at its option, be entitled to terminate the Agreement and claim damages, or may demand specific performance, or seek any other remedies available at law.

20. ARBITRATION

In the event of any disagreement or dispute arising out of the performance of this Agreement, such dispute shall be referred first to the chief executive officer of each party or his designee; and if not resolved at that level within three days, it shall be referred to arbitration, pursuant to the commercial rules of the American Arbitration Association. As set forth in Paragraph 19, in the event any dispute relates to an alleged default under the Agreement, the arbitrator shall be instructed to commence hearing and to render this decision as set forth in that paragraph. Any other disputes shall be heard and decided in accordance with the commercial rules of the American Arbitration Association.

The arbitrator shall have the authority to assess costs and attorney's fees against the losing party or, in his discretion, in the event of an award partially in favor of one party, to allocate a portion of the costs and attorney's fees in favor of the prevailing party.

The award of the arbitrator shall be final, and judgment may be entered thereon and there shall be no appeal to the courts therefrom, except in respect of claims that the dispute brought

before the arbitrator was not properly the subject of arbitration or for fraud or for conflict of interest of the arbitrator.

21. NOTICES

All notices under this Agreement shall be sent by United States mail, postage prepaid, certified return receipt as follows:

Charterer: Dravo Basic Materials Company, Inc.
Post Office Box 2150
Kenner, Louisiana 70063
Attention: H. Donovan Ross, President

With a copy to:
James A. Burton, Esq.
Simon, Peragine, Smith & Redfearn
1100 Poydras St., Suite 3000
New Orleans, Louisiana 70163-3000

Owner/Operator: Louisiana Materials Company
Post Office Box 8214
New Orleans, Louisiana 70182
Attention: Robin Durant, President

With a copy to:
Neal D. Hobson, Esq.
Milling, Benson, Woodward,
Hillyer, Pierson & Miller
909 Poydras Street, Suite 2300
New Orleans, Louisiana 70112-1017

Thus done, read, accepted and signed by the parties hereto in the presence of the respective undersigned witnesses, as of this _____ day of _____, 1988, which shall be date

of this assignment for all purposes.

WITNESSES:

DRAVO BASIC MATERIALS COMPANY, INC.,
Charterer

By: _____
H. Donovan Ross, President

LOUISIANA MATERIALS COMPANY,
Owner/Operator

By: _____
Robin Durant, President

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, came and appeared H. DONOVAN ROSS, who after being sworn, deposed that he is the President of Dravo Basic Materials Company, Inc., Charterer in the foregoing agreement, and that he executed said agreement in his capacity as President with full authority for the uses and purposes expressed therein.

H. Donovan Ross

SWORN TO AND SUBSCRIBED.
BEFORE ME ON THIS _____
DAY OF _____, 1988.

Notary Public

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, came and appeared ROBIN DURANT, who after being sworn, deposed that he is the President of Louisiana Materials Company, Inc., Owner/Operator in the foregoing agreement, and that he executed said agreement in his capacity as President with full authority for the uses and purposes expressed therein.

Robin Durant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____
DAY OF _____, 1988.

Notary Public

HLS 88B-58

REENGROSSED

Second Extraordinary Session, 1988

HOUSE BILL NO. 13

BY REPRESENTATIVES THOMPSON, JOHN, MARTIN AND PATTI

WILDLIFE/FISHERIES DEPARTMENT: Requires the Department of Wildlife and Fisheries to reproduce, distribute, and market Louisiana duck stamp prints

1 AN ACT

2 To amend and reenact R.S. 56:153, as enacted by Act 632 of the 1988
3 Regular Session and to amend and reenact Section 3 of Act Number
4 632 of the 1988 Regular Session, relative to the Louisiana Duck
5 Stamp program, to provide for the reproduction, distribution,
6 and marketing of the duck stamp prints, to provide for contract
7 limitations, to provide for an effective date for the provisions
8 of this Act and those of Act 632 of the 1988 Regular Session,
9 and to provide for related matters.

10 Be it enacted by the Legislature of Louisiana:

11 Section 1. R.S. 56:153, as enacted by Act Number 632 of the
12 1988 Regular Session, is hereby amended and reenacted to read as
13 follows:

14 §153. Design and sale of prints

15 The department shall provide by regulation for the
16 reproduction, distribution, and marketing of prints of the duck
17 stamp design. ~~However,~~ The reproduction, distribution, and
18 marketing of the print shall be the responsibility of the ~~artist~~
19 department, which may use a contracted publisher, in accordance
20 with state regulations, provided that minimum royalties shall be
21 guaranteed to each artist whose work is selected and further
22 provided that a minimum royalty per print shall be guaranteed to

Page 1 of 3

REENGROSSED

CODING: Words in ~~struck through~~ type are deletions from existing law; words underlined are additions.

1 the department and paid into the Louisiana Duck Stamp Fund. Any
2 contract for the reproduction, distribution, and marketing of a
3 print shall be for a period not to exceed three years, and may
4 provide an option to renew for a period not to exceed three
5 years.

6 Section 2. Section 3 of Act 632 of the 1988 Regular Session is
7 hereby amended and reenacted to read as follows:

8 Section 3. The provisions of R.S. 56:152(B) of this Act
9 shall become effective on the same day that the provisions of
10 House Bill No. 13 of the Second Extraordinary Session of 1988
11 become effective; all other provisions of this Act shall become
12 effective on September 1, 1989.

13 Section 3. This Act shall become effective upon signature by
14 the governor or, if not signed by the governor, upon expiration of
15 the time for bills to become law without signature by the governor,
16 as provided in Article III, Section 18 of the Constitution of
17 Louisiana.

DIGEST

The digest printed below was prepared by House Legislative Services.
It constitutes no part of the bill.

Thompson, et al. Act HB No. 13

Present law provides that the reproduction, distribution, and
marketing of the duck stamp print is the responsibility of the
artist.

Proposed law provides that the Department of Wildlife and Fisheries
instead of the artist will be responsible for the reproduction,
distribution, and marketing of prints of the Louisiana Duck Stamp
program. The department may use a contracted publisher in accordance
with state regulations. Adds that any contract to reproduce,
distribute, and market a print shall not exceed three years and an
option to renew may not exceed three years.

Proposed law provides that the provisions of Act 632 of the 1988
Regular Session which authorize the department to adopt rules for the
form and design of the duck stamp shall be effective on the same day
the provisions of this proposed law are effective.

Page 2 of 3

REENGROSSED

CODING: Words in ~~struck through~~ type are deletions from existing
law; words underlined are additions.

HLS 88B-58
DIGEST

Proposed law provides that minimum royalties shall be guaranteed to each artist whose work is selected.

Present law is effective on September 1, 1989. Proposed law is effective on the signature of the governor.

(Amends R.S. 56:153 and Section 3 of Act 632 of the 1988 Regular Session)

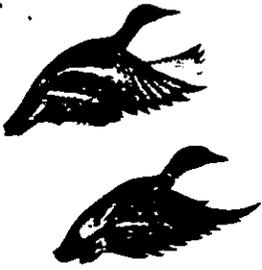
Summary of Amendments Adopted by House

Committee Amendments Proposed by House Committee on Natural Resources to the original bill

1. Provide that the department may use a contracted publisher in accordance with state regulations.
2. Provide that certain provisions of Act 632 of the 1988 Regular Session which authorize the department to adopt rules for the form and design of the duck stamp will be effective when the proposed law is effective.
3. Provide that proposed law is effective on signature of governor instead of September 1, 1989.

House Floor Amendments to the engrossed bill

1. Provide for minimum royalties for each artist



Virginia Van Sickle
SECRETARY
(504) 925-3617

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

Buddy Roemer
GOVERNOR

October 7, 1988

Mr. James H. Jenkins, Jr.
La. Wildlife and Fisheries Commission
P.O. Box 15279
Baton Rouge, LA 70815

Dear Mr. Jenkins:

Reference is made to your request for budget information on the Fur and Alligator Advisory Council (FAAC). Included for your reference is the expenditures for fiscal year 1987-88 and legislation setting up the Louisiana Fur and Alligator Public Education and Marketing Fund.

If you have any further questions or if I can be of any further assistance, please do not hesitate to call.

Sincerely yours,

Virginia Van Sickle
Secretary

VVS:JWT/plh
cc: Bob Misso
Johnnie Tarver
Greg Linscombe
Blue Watson

10/08/88 22:58 001
LOUISIANA FUR AND ALLIGATOR ADVISORY COUNCIL

Monies Committed to since July, 1988

MEMORANDUMS OF AGREEMENT:

Crocodylian Trade Study (Ashley)	\$15,000
Alligator Grading Study (Ashley)	12,500
Alligator Point-of-Sale (Ashley)	17,500
Media Awareness Project (Riley, CPR)	20,850
Fur Market Development (Consiglio)	46,000
Montreal Fur Fair (Booth Rental)	5,000
Travel (Bob, James & Greg)	3,300
Books (Ontario Trappers Association)	5,000
Miscellaneous	1,000
Karl Turner (Travel)	1,300
Furs	5,000
	<u>\$132,450</u>

MONEY IN FUND AS OF July 1, 1988	\$171,203
MONEY COMMITED TO SINCE July 1, 1988	<u>132,450</u>
Balance in Fund for (1988-89)	\$ 38,753

Part V. Trapping Fur-Bearing Animals or Alligators

§252. Licenses; possession limit for nonresident alligator hunter; deposit as guarantee of payment of severance tax; penalties

A. There is levied the following license fees on each fur trapper, alligator hunter, fur buyer, and fur dealer:

(1) Every resident fur trapper, fifteen years of age or older, before commencing the business of trapping furbearing animals, shall secure annually from the department through the tax collector's office, a trapper's license, which shall be furnished upon the payment of twenty-five dollars. Every resident fur trapper under the age of fifteen years, before commencing the business of trapping furbearing animals, shall secure annually from the department through the tax collector's office, a trapper's license, which shall be furnished upon the payment of five dollars. Every nonresident fur trapper before commencing the business of trapping furbearing animals, shall secure annually from the department through the tax collector's office a nonresident trapper's license, which shall be furnished upon the payment of two hundred dollars. Every resident and nonresident fur trapper must at all times have this license in possession while trapping or selling pelts or animals. On the first of each month the tax collector shall pay over collections, with reports, less the usual commission paid in the case of state ad valorem taxes in payment for his services, to the state treasurer. The secretary of the department is hereby authorized to enter into reciprocal agreements with any state with respect to nonresident license fees for the trapping of furbearing animals. Violation of this Paragraph is a class two violation.

* * *

Acts 1986, No. 455.

§280. Louisiana Fur and Alligator Public Education and Marketing Fund

A. Purposes

Recognizing that the Louisiana fur and alligator industry is a vital aspect of Louisiana's coastal economic base and that in recent years worldwide fur markets and prices have been severely depressed creating extreme hardships not only for trappers, but also for coastal landowners, fur buyers and fur dealers; and recognizing world trends questioning the consumptive utilization of wildlife species, and recognizing that these trends and economic conditions can have a severe impact on the fur and alligator industry; and recognizing that raw and

finished fur and alligator products are largely consumed outside of the United States; and recognizing the need to educate the public concerning fur trapping and alligator hunting as sound wildlife management practices; and recognizing that the trapping of certain species of furbearers such as nutria and muskrat is the only realistic means for coastal landowners to effectively manage and protect over four million acres of invaluable coastal wetlands and protect adjacent agriculture; and recognizing that there is no cohesive, coordinated, and comprehensive effort to: educate the public concerning the Louisiana fur and alligator industry or stabilize and strengthen domestic and international markets for Louisiana fur and alligators, the Legislature of Louisiana does hereby establish the Louisiana Fur and Alligator Public Education and Marketing Fund.

B. Specific goals

(1) To educate the public regarding the need for trapping as a sound wildlife management tool and regarding the logic of managing furbearing species and alligators as renewable resources.

(2) To identify the current consumers of Louisiana furs and alligators hides.

(3) To identify present and potential Louisiana fur and alligator marketing problems, obstacles, and related significant issues.

(4) To strengthen existing markets and develop new markets and marketing strategies for raw and finished Louisiana fur and alligator products.

(5) To develop and implement an international advertising campaign to promote the utilization of raw and finished Louisiana fur and alligator products.

(6) To examine, evaluate, and make recommendations concerning any aspect of the fur and alligator industry including habitat management, harvest, and marketing which will enhance the future of the industry and perpetuate the conservation of these species.

C. The Louisiana Fur and Alligator Advisory Council

Pursuant to R.S. 36:605(B)(2), the secretary may create the Louisiana Fur and Alligator Advisory Council, which shall be within the Department of Wildlife and Fisheries. The Louisiana Fur and Alligator Advisory Council shall be responsible for reviewing and approving recommended procedures and programs to be funded from the Louisiana Fur and Alligator Public Education and Marketing Fund, to ensure that any monies from the fund are expended for the

specific goals of the council. At least one member of the council shall be designated by the speaker of the House of Representatives and another member shall be designated by the president of the Senate.

D. Appropriations

(1) All revenues received by the state from license fees imposed on trappers and alligator hunters as required in R.S. 56:252 shall be credited to the Bond Security and Redemption Fund. After a sufficient amount is allocated from that fund to pay all obligations secured by the full faith and credit of the state which become due and payable within any fiscal year, the state treasurer is authorized and directed to transfer annually the amount of twenty dollars for each twenty-five dollar trapping and alligator hunting license sold, from revenues derived from the sale of said licenses, into a special fund designated as the Louisiana Fur and Alligator Public Education and Marketing Fund.

(2) The state treasurer shall invest the monies in this fund in the same manner as monies in the state general fund. Any surplus monies remaining to the credit of the fund, after all appropriations of the preceding fiscal year have been made, shall remain to the credit of the fund. The state treasurer shall prepare and submit to the department on a quarterly basis a printed report showing the amount of money contained in the fund from all sources.

(3) Any amounts earned through investment of the monies in the fund shall remain to the credit of the fund and shall not revert to the state general fund.

E. Expenditures

(1) The monies made available by the legislature from the fund as provided in this Section or from any other source shall be used solely for the programs, purposes, and specific goals enumerated in this Section.

(2) The Department of Wildlife and Fisheries shall maintain records of the sources of money received and the purposes therefor, as well as the person or persons to whom money is paid and the purpose therefor. Vouchers or receipts shall be kept for all money paid out. Money appropriated or otherwise made available to the department for authorized purposes shall be withdrawn from the treasury on warrant of the secretary of the department.

(3) The Department of Wildlife and Fisheries in utilizing monies from the fund may contract, with the approval of the Louisiana Fur

and Alligator Advisory Council, for any services relating to the specific goals enumerated in this Section. The secretary is hereby authorized and empowered to carry out any and all contracts entered into in order to achieve these goals.

F. Annual reports

The Department of Wildlife and Fisheries shall make a written operating report to the legislature at the end of each fiscal year. This report will contain a summary of revenues received, expenditures made, and the status of achievement of specific goals. This report shall be submitted to the House and Senate Committees on Natural Resources not later than thirty days after the end of the fiscal year.

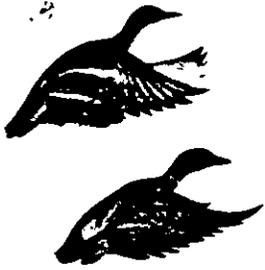
Acts 1986, No. 455

FUR AND ALLIGATOR ADVISORY COUNCIL

EXPENDITURES

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Alligator Marketing Campaign (Vermilion Coop. Extension Service)	271.69
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Labeling Campaign (Rosenberg & Lenhart)	5,000.00
Video Supplies	712.40
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(Montreal Fur Fair - Linscombe)	
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(FIC Annual Meeting-Watson)	
TOTAL	\$122,898.10

\$160,841.00	Revenue for 86-87 fiscal year
<u>122,898.10</u>	Expenditures through 6-17-88
\$ 37,942.90	Balance
<u>113,059.00</u>	Partial Revenue for 87-88 fiscal year (Received during period Aug. 87 - April 88)
\$151,001.90	Total in fund 6-17-88



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VVS:JWT/plh
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18/03/88 22:38 001
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State of Louisiana



DEPARTMENT OF WILDLIFE AND FISHERIES

September 27, 1988

VIRGINIA VAN SICKLE
SECRETARY

BUDDY ROEMER
GOVERNOR

COASTAL & MARINE RESOURCES

SURVEY SECTION

03 - 04

ACTIVITY REPORT

From September 2, 1988 thru September 25, 1988

During this period field activity consisted of:

133 Surveys that were scheduled.
35 Surveys that were unable to be done due to bad weather or fishermen unable to meet surveyor.

Surveys that were completed consisted of:

37 Leases that were tied into the monument control system.
5 Applications for new area.
51 15-year limitations.
5 Restake applications.

Total field activity:

<u>1986</u>	<u>1987</u>	<u>1988</u>	
1246	1013	1195	- Surveys scheduled.
<u>967</u>	<u>565</u>	<u>764</u>	- Surveys performed.
<u>270</u>	<u>447</u>	<u>415</u>	- Surveys unable to be done due to bad weather or fishermen unable to meet surveyor.
<u>2</u>	<u>0</u>	<u>0</u>	- Survey where fishermen refused to survey.
<u>0</u>	<u>2</u>	<u>2</u>	- Disputes settled.
<u>22</u>	<u>1</u>	<u>16</u>	- No shows.
<u>3</u>	<u>0</u>	<u>2</u>	- Applications cancelled by request.

Office activity during this period:

\$713.28 - Lease rental collected.
\$ 65.00 - Survey fees collected.
0 - Applications filed.
178 - New leases issued.
3 - Surveys - Private Surveyor
76 - Surveys - Private Surveyor, 1988

