



MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

MEMORANDUM

TO: MPCBPAA

FROM: Lewie Lawrence, Director of Regional Planning

DATE: January 28, 2009

RE: February 13th PAA Meeting

This announcement serves as notice to call a meeting of the Public Access Authority on Friday, February 13th, 2008 at **11:00 a.m.** The meeting will be held in the MPPDC Regional Board Room. Lunch will be provided.

All materials related to this agenda are attached. If you have any questions, please call (804-758-2311) or e-mail (LLawrence@mpppc.com) me at your convenience.

AGENDA

1. Welcome and Introductions
2. Approval of October and December 2008 Minutes
3. Financial Report
4. Public Comment
5. Appoint a new treasurer and vice chair to fill unexpired terms
6. Clay Tract-Boy Scout trail project
7. Thurston-Haworth Recreation Area -Draft Land Management Plan
8. Discuss policy on hunting violations
9. Review proposal for legal counsel services
10. VDOT Road Ending Transfer Update
 - Bill Hogs Landing
 - Request for information on 12 road endings
11. Wetlands Banking Update
12. Aide to local Ports Funding Opportunity
 - Dredging and public access needs
13. VACO Public Liability Insurance
14. Public Outreach
15. Other Business
16. Chairman Observations
17. Next Meeting
18. Adjourn

MEMBERS

Essex County

Mr. David S. Whitlow

Gloucester County

Hon. Louise Theberge

King and Queen County

Hon. Milton W. McDuff

King William County

Mr. Frank Pleva

Chairman

Mathews County

Mr. Steve Whiteway

Town of Tappahannock

Mr. G. Gayle Belfield, Jr.

Town of Urbanna

Hon. Janet S. Smith

Town of West Point

Mr. Trenton Funkhouser

Saluda Professional Center

125 Bowden Street

P. O. Box 286

Saluda, VA 23149-0286

Phone: (804) 758-2311

FAX: (804) 758-3221

email:

PublicAccess@mppdc.com

**MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
NORTHERN NECK CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY
JOINT MEETING MINUTES**

**December 17, 2008
Northern Neck Planning District Commission
Warsaw, Virginia**

The Middle Peninsula Chesapeake Bay Public Access Authority and the Northern Neck Chesapeake Bay Public Access Authority held a joint meeting in the Northern Neck Planning District Commission Board Room in Warsaw, Virginia, at 11 am on December 17, 2008.

The meeting was called to session by the Jerry Davis of the NNPDC.

Mr. Lewie Lawrence gave a presentation to the group about "Working Waterfront infrastructure: Preserving Sustainable Dilapidation" (See slides below). Following the presentation there was some discussion in regards to how other states have been dealing with this issue and how that may fit within the context of the MPPDC and the NNPDC.

There was then a motion to adjourn the meeting by Frank Pleva. Mr. David Whitlow seconded the Motion. Motion carried by unanimous vote.

MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY MINUTES

**October 10, 2008
Middle Peninsula Planning District Commission
Saluda, Virginia**

1. Welcome and Introductions

The Middle Peninsula Chesapeake Bay Public Access Authority held its meeting in the Middle Peninsula Planning District Commission Board Room in Saluda, Virginia, at 11 a.m. on October 10, 2008.

Chairman Pleva called the meeting to order. Members and Alternates present were Steven Whiteway, Mathews County Administrator; Charles "Rick" Allen, Gloucester County Board of Supervisors; and Trenton Funkhouser, Town of West Point Town Manger. Also present were Lewis Lawrence, Director of Regional Planning MPPDC; Sara Stamp, MPPDC Dragon Run SAMP Director; Scott Kudlas, Manager, Office of Water Supply Planning at Virginia Department of Environmental Quality; Brenda Garton, Gloucester County Administrator; and Janet S. Smith, Urbanna Town Council.

2. Approval of June 2008 Minutes

Chairman Pleva requested a motion to approve the October 2008 minutes. Mr. Funkhouser moved that the minutes be approved. Mr. C. Allen seconded the motion. Motion carried by unanimous vote.

3. Financial Report

Chairman Pleva requested a motion to approve the February 2008 Revenue and Expenditure Report. Mr. Funkhouser moved that the Report be approved. Mr. Whiteway seconded the motion. Motion carried by unanimous vote.

4. Public Comment

None

5. CELCP Update

- a. Clay Tract: Mr. Lewis Lawrence reported that a Boy Scout trail project that will occur on the tract.
- b. Thurston-Haworth Recreation Area: The Board discussed the Haworth Management Plan and reviewed prior mock-up versus new designs. The Board also discussed that hunting zones had been redesigned and that the track was now open for bow hunting. There was motion request to adopt a temporary hunting zone map. Mr. Funkhouser moved that the temporary hunting zone map be adopted. Mr. C. Allen seconded the motion. Motion carried by unanimous vote.

Ms. Garton asked how people knew where hunting zone boundaries were and was concerned about horseback riders using the path simultaneous. The group discussed this concern. Horseback riders should wear blaze vests.

6. VDOT Road Ending Transfer Update

- a. Bill Hoggs Landing: There was a brief overview of the Hoggs Landing for Ms. Smith. Also according to VDOT the Board will be provided with an update. Mr. Lawrence asked whether the county was ready for the opening of this Landing.
- b. Kings Landing on the Perrin River is similar to Auburn Landing in that it has a chain at the end of the road that has been used for public access. The records of Kings Landing are spotty, however in 1944 it was referenced as a right-of-way to water, but there is no deed or survey plat. This road ending transfer will require special legal counsel.
- c. Road endings were identified in Urbanna. There was discussion about the road ending litigation that has occurred. Ms. Smith requested a copy of road ending files of Urbanna.

7. Wetland Banking Update

There was discussion that Gloucester County needed to move forward with the transfer if that is what the Gloucester board wanted. There was also discussion in regards to the Put-in Creek Project. Currently there is a VHB plan for this project and mitigation cost will be approximately \$500,000 to \$1 million. Moreover there are no resources for banking offsets. However there was mention that the PAA has the Shank property which is acreage that could be used as a banking offset. There was mention the PAA needs to set policy direction on how to manage and partition its property for wetlands banking purposes. Issues to consider include: (1) management approach for public access projects may be different from residential projects, (2) this project will take several years, and (3) could be divvied up by locality pro rata. Moreover it was mentioned that Mathews is the only locality of the PAA with significant in-lieu funds collected.

8. Middle Peninsula Coastal Access Survey Update

Mr. Lawrence shared survey responses that came from the Middle Peninsula respondents only. He noted that the collected data could be identified by locality, if desired, through the use of zip codes, and could identify where there are problems, such as dredging and then prioritize the need. There was discussion that there is no master plan for Access and Dredging. Mr. Whiteway suggested that the PAA should be looking at public landings, boating and beach areas.

9. Public Outreach

Mr. Lawrence reported that due to the current economic downturn, the ads for the PAA have not yet been run. Janet S. Smith suggested providing informational brochures about the PAA to foundations interested in providing funding.

10. Other Business

Chairman Pleva announced that the PAA won an award from the Citizens Planning Education Association of Virginia (CPEAV) for its work to enhance water access in the region for use by Citizens.

11. Chairman Observations

None

12. Next Meeting

The next meeting of the Middle Peninsula Chesapeake Bay Public Access Authority will be a joint meeting with the Northern Neck tentatively scheduled for Friday, December 12th at 11:00 am.

13. Adjournment

Chairman Pleva requested a motion to adjourn the meeting. Mr. Steven Whiteway moved that the motion be approve; Mr. Charles "Rick" Allen, seconded the motion. Meeting was adjourned

Revenue and Expenditure Report by Element

Middle Peninsula Planning District Commission

Run Date: 01/07/2009
Run Time: 1:28:52 pm
Page 26 of 34

Period 07/01/08 to 12/31/08

32007 PAA Administration

Project Period 7/1/2007 to 6/30/2009

Element Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
Revenues							
41700 VDCR	75,000.00	30,844.48	0.00	44,155.52	75,000.00	0.00	100.00%
Revenues	75,000.00	30,844.48	0.00	44,155.52	75,000.00	0.00	100.00%
Expenses							
57500 Miscellaneous Other	6,254.08	6,233.58	0.00	0.00	6,233.58	20.50	99.67%
Expenses	6,254.08	6,233.58	0.00	0.00	6,233.58	20.50	99.67%
Balance:	68,745.92	24,610.90	0.00	44,155.52	68,766.42		

320070 Administration

Revenues

44010 MPLT/BFI Award	12,160.27	12,160.27	0.00	0.00	12,160.27	0.00	100.00%
44012 PAA Prior Year's Unspe	9,782.58	166.43	0.00	0.00	166.43	9,616.15	1.70%
44900 Miscellaneous Income	1,342.25	1,342.25	0.00	0.00	1,342.25	0.00	100.00%
Revenues	23,285.10	13,668.95	0.00	0.00	13,668.95	9,616.15	58.70%

Expenses

50000 SALARIES	2,895.14	2,895.14	0.00	0.00	2,895.14	0.00	100.00%
50500 FRINGE BENEFITS	956.24	956.24	0.00	0.00	956.24	0.00	100.00%
53400 Office Supplies	1,023.67	523.67	19.47	138.18	661.85	361.82	64.65%
53500 Meeting Supplies	474.94	474.94	0.00	51.01	525.95	-51.01	110.74%
54100 Private Mileage	63.54	63.54	0.00	105.25	168.79	-105.25	265.64%
54500 Lodging/ Staff Expense	2.90	2.90	0.00	61.04	63.94	-61.04	2,204.83
56300 Legal Services	60.00	60.00	0.00	0.00	60.00	0.00	100.00%
56400 Consulting/Contractual S	10,000.00	3,750.00	0.00	6,250.00	10,000.00	0.00	100.00%
56600 Construction	413.11	413.11	0.00	0.00	413.11	0.00	100.00%
57400 Public Officials Insuranc	2,836.00	1,412.00	0.00	1,424.00	2,836.00	0.00	100.00%
59700 INDIRECT COSTS	1,775.19	1,775.19	0.00	0.00	1,775.19	0.00	100.00%
Expenses	20,500.73	12,326.73	19.47	8,029.48	20,356.21	144.52	99.30%
Balance:	2,784.37	1,342.22	-19.47	-8,029.48	-6,687.26		

320071 Land Acquisition

Expenses

50000 SALARIES	3,030.00	0.00	0.00	0.00	0.00	3,030.00	0.00%
50500 FRINGE BENEFITS	995.00	0.00	0.00	0.00	0.00	995.00	0.00%
56300 Legal Services	17,870.69	2,870.69	92.00	92.00	2,962.69	14,908.00	16.58%
59700 INDIRECT COSTS	1,975.00	0.00	0.00	0.00	0.00	1,975.00	0.00%
Expenses	23,870.69	2,870.69	92.00	92.00	2,962.69	20,908.00	12.41%

Revenue and Expenditure Report by Element

Middle Peninsula Planning District Commission

Period 07/01/08 to 12/31/08

Run Date: 01/07/2009

Run Time: 1:28:52 pm

Page 27 of 34

32007 PAA Administration

Project Period 7/1/2007 to 6/30/2009

Element Code & Description	Budget	Prior Year	Current	YTD	Proj Tot	Un/Ovr	% Bud
Balance:	-23,870.69	-2,870.69	-92.00	-92.00	-2,962.69		

320072 Access Infrastructure Improvements

Revenues

41700 VDCR	900.00	500.00	0.00	400.00	900.00	0.00	100.00%
44012 PAA Prior Year's Unspe	0.00	0.00	0.00	9,616.15	9,616.15	-9,616.15	0.00%
Revenues	900.00	500.00	0.00	10,016.15	10,516.15	-9,616.15	1,168.46

Expenses

53400 Office Supplies	500.00	498.99	152.22	208.33	707.32	-207.32	141.46%
54100 Private Mileage	0.00	0.00	12.61	64.51	64.51	-64.51	0.00%
56400 Consulting/Contractural S	400.00	0.00	0.00	0.00	0.00	400.00	0.00%
Expenses	900.00	498.99	164.83	272.84	771.83	128.17	85.76%
Balance:	0.00	1.01	-164.83	9,743.31	9,744.32		

320073 Water Access Strategic Planning

Expenses

50000 SALARIES	14,483.48	11,198.48	182.26	1,884.25	13,082.73	1,400.75	90.33%
50500 FRINGE BENEFITS	4,775.77	3,698.77	61.81	607.12	4,305.89	469.88	90.16%
56400 Consulting/Contractural S	2,819.70	1,319.70	0.00	59.85	1,379.55	1,440.15	48.93%
59700 INDIRECT COSTS	9,004.49	6,866.49	120.68	1,185.34	8,051.83	952.66	89.42%
Expenses	31,083.44	23,083.44	364.75	3,736.56	26,820.00	4,263.44	86.28%
Balance:	-31,083.44	-23,083.44	-364.75	-3,736.56	-26,820.00		

320076 WL Mitigation

Expenses

56400 Consulting/Contractural S	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00%
Expenses	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0.00%
Balance:	-10,000.00	0.00	0.00	0.00	0.00		
Project Revenues:	99,185.10	45,013.43	0.00	54,171.67	99,185.10	0.00	100.00%
Project Expense:	92,608.94	45,013.43	641.05	12,130.88	57,144.31	35,464.63	61.70%
Project Balance:	6,576.16	0.00	-641.05	42,040.79	42,040.79		

Whitney Lake Hunting

[Home](#) » [Resources](#) » [Hunting policy](#)

Whitney & Aquilla Lake hunting policy

Areas

Approximately 14,000 acres in parts of Bosque and Hill Counties are available for public hunting. Hunting is not the exclusive use of these areas. Some areas may be cattle grazing leases or used by hikers, equestrian riders, bird watchers, etc so exercise caution. While much of the boundary is fenced and marked, some areas are not. It is the hunter's responsibility to become familiar with the area and the limits of public lands. Hunting on public land does not give any person the right to cross or enter private property and you could be charged with trespassing. The hunting areas of Whitney lake are broken into individually numbered zones. These zones are separated for tracking harvest and hunter density. **Special Hunting area:** An area of about 600 acres is marked as special hunting for Corps of Engineers sponsored hunts for youth or the disabled. This area is closed to hunting the first 14 days of the general season in November.

Permits

All hunters must obtain a permit each year. Permit periods will be concurrent with the Texas Parks and Wildlife hunting license renewal dates. This requirement applies to all hunters regardless of season or game hunted. A single permit is good for all zones and all legal game during the permit period. Permit requires a valid state hunting license, hunter safety card, signed liability waiver, identification. Returning hunters must also complete a hunter survey from previous season. Hunters should visit the [Whitney lake website](#). The web site will allow returning permitted hunters to register on line and complete a hunter activity report as well as generate their own permit and vehicle tag. Hunters without access to the internet or first time hunters may register for a permit by sending a copy of the required documentation, and a self-addressed stamped envelope to: Whitney Lake Office, 285 CR 3602, Clifton, Tx 76634. No applications via fax will be accepted. You may register in person at the Whitney Lake Office, at the west end of the dam on State Hwy 22 in Laguna Park, Mon thru Fri from 8:00 a.m. till 4:30 p.m. All permitted hunters will receive a permit card and vehicle tag. Hunters must have this card on their person when hunting at Whitney Lake. By accepting this card hunters acknowledge receipt and understanding of hunting regulations and applicable state laws. Hunting without a valid hunting permit may constitute trespassing.

Hunter Safety Course

All persons hunting on Corps managed land must have proof of completion of a State Hunter Safety Course if born on or after 2 September 1971. Certifications from other states or the U.S. military will be accepted. Concealed handgun permits do not satisfy this requirement. TPWD one-time safety certification waivers are honored.

Age Requirements

Children 12 to 17 years of age must be accompanied by an adult with a hunter's safety certification and valid Texas hunting license. Children under 12 may accompany an adult, but are not allowed to hunt.

Blaze Orange

All hunters are required to wear a minimum of 400 square inches of daylight fluorescent orange above the waist (at least 144 square inches must be visible on both the chest and back) and some type of orange head wear when walking in a designated hunting area. Persons hunting deer, turkey, or feral hog during state archery only season and persons hunting turkey, waterfowl, or migratory birds may remove the orange outerwear when they reach their blind or immediate hunting area.

Authorized Weapons

Deer hunting is restricted to archery only. Shotguns are authorized for hunting other game during legal seasons in areas open for hunting. Anyone hunting with a shotgun may not use, or possess any shot larger than #2. The use of non-toxic USFW approved shot is required for waterfowl hunting. All weapons must be unloaded when transported to or from or between hunting sites. Target practice or the "sighting in" of any weapon is prohibited. Rifles, handguns, and muzzleloaders are prohibited. Crossbows may be authorized in the case of a permanent upper limb disability that prevents use of traditional bows. The Corps of Engineers must approve the claim of medical necessity when issuing the permit.

Feeding/Baiting

Installation of feeders is prohibited. Hand scattering of corn or feed, and use of feed or mineral blocks are allowed. It is illegal to hunt migratory game birds in a baited area. Construction of feeder pens is prohibited.

Use of Calls

The use of distress calls, whether electronic, manual, or windblown, to attract any species of wildlife for any purpose is prohibited. Non-electronic duck or goose calls are permitted during waterfowl hunting. Rattling horns and grunt tubes are permitted. Manual or electronic turkey calls are permitted during turkey season.

600 Foot Buffer

Hunting is prohibited anywhere signs are posted stating "No Hunting" as well as within 600 feet of adjoining land with occupied dwellings, or within 600 feet of the boundaries of developed parks.

Hunting Blinds

Natural hunting blinds made of loose materials or portable blinds are authorized for hunting deer or waterfowl. No standing vegetation, live or dead, may be cut for any purpose. Hunting blinds may not be built in, nailed or screwed to trees. Tree stands are restricted to portable, non-bark penetrating types only. Stands must be removed when not in actual use. Screw in or nail in tree steps and spikes are prohibited.

Sport Chasing/Trapping

Dogs may be used to hunt rabbits, squirrels, game birds, and migratory game birds in compliance with Texas Parks and Wildlife regulations. Any hunter using dogs in legal hunting activities must exercise control over their dog(s). Sport chasing is prohibited. Sport chasing is defined as using or allowing dogs to pursue, harass, chase, catch, injure, or kill wildlife. Trapping or snaring game or furbearers is prohibited.

Legal Game/Seasons

Dove, squirrel, rabbit, waterfowl, turkey, whitetail deer, feral hogs. Hunting seasons and bag limits are determined by the State of Texas. All state hunting laws apply on Corps of Engineers managed lands. Furbearers and non-game species may not be hunted or taken.

Camping

Camping is not allowed within the hunting areas or at access points. Camping is available only in designated campsites at public parks at Lake Whitney. No camping is permitted at Lake Aquilla.

Vehicles/Parking

All vehicles must be parked at the designated access points identified on the map or at a boat ramp if accessing the area by boat. Vehicles should not be parked blocking gates. All vehicles must visibly display the vehicle parking tag while parked in the area. It is a violation of Federal regulations to drive a vehicle through, around or beyond a restrictive sign, recognizable barricade, fence, or traffic control barrier. Use of off-road vehicles is prohibited in hunting areas. Unauthorized use of vehicles or ATV's may constitute trespassing and/or revocation of hunting permit.

Reporting

Each permitted hunter must complete an online hunter activity survey within 12 months of the issue date of the permit. This survey will be used to generate a hunter success report that will be available to interested hunters. Failure to complete a hunter activity survey will be grounds for denial of future permits.

Violations

Violators of any of these provisions are subject to a fine and/or loss of hunting privileges. By accepting a hunter registration card, hunters agree that they have been furnished a copy of and understand this policy and agree to comply with it and all applicable state laws.

Information

Additional information may be obtained by calling the Whitney Lake Office at 254-622-3332. This condensed hunting policy statement may not be all-inclusive. If a specific question or situation is not addressed here, contact the Whitney Lake Office for more information or clarification. Hunting information may also be obtained by visiting the [Whitney Lake website](#).

[Welcome](#)

[Log in](#)

[What's new](#)

[Contact the lake office](#)

[Resources](#)

[Generate a permit](#)

[Hunting policy](#)

TPE Policy

Hunting & Fishing on TPE Properties

The Prairie Enthusiasts (TPE) is neutral on the subjects of hunting and fishing. We neither promote nor discriminate against hunting or fishing as recreational activities. Hunting or fishing may or may not be allowed on TPE held lands, depending upon the site. TPE recognizes the value of hunting as a useful management tool, and therefore we permit its use on our lands where we deem it is necessary to control problem species, or where we deem it is not in conflict with the goals and uses of a given property. Fishing is allowed where we deem it is not a detriment to the natural resources that we are protecting.

This policy does not cover specific, targeted measures aimed at removing targeted problem species as might be authorized by the State under special permit, for example control measures such as sharp shooting over bait or live trapping.

The following conditions must be adhered to before hunting or fishing may occur on TPE property:

Property Size and Context Hunting or fishing may only be authorized where the size of the property, its topographic composition, and the surrounding land use can safely accommodate the type of hunting or fishing being considered.

Use Conflicts Hunting or fishing must be done in such a way as to minimize conflict and interference with management activities and other uses of the land, such as hiking or bird watching. For example, a permit or reservation system may be employed to regulate hunter numbers, and certain days may be designated off limits for hunting during the hunting season. The approach taken will vary depending upon the types and level of uses a property receives.

Who May Hunt or Fish On TPE properties in Wisconsin, any member of the public with a valid hunting/fishing license must be given equal opportunity to hunt the land, or access the water, under the rules set forth for the given property. The TPE website will be the primary means of letting the general public know that hunting or fishing on a given property is allowed and under what conditions.

On TPE properties in Illinois and Minnesota, access for hunting or fishing may be open to the public or it may be by invitation only to selected individuals or groups that have valid licenses. In the latter case, a written agreement, that holds TPE harmless and stipulates who may hunt or fish and under what conditions, must be established between TPE and the individuals or groups that are granted the rights to hunt or fish.

Violations of Regulations Individuals in violation of State or Federal hunting or fishing regulations, or the rules set forth for a given TPE property, may be expelled from the property and denied future opportunity to hunt or fish on TPE lands. TPE volunteers and staff are not responsible for enforcement of hunting regulations. Rather, they should collect information and inform local law enforcement officials of any observed violations of regulations.

Fees Hunters and fishers may not be charged a fee to hunt, or for access to water, on TPE lands. However, in the case of a permit or reservation system, a reasonable application fee may be charge to cover administration costs. Hunters and fishers may, however, be asked to make donations to TPE or be asked to volunteer time to land management, but such contributions may not be a requirement for obtaining a permit.

User Notice If hunting is allowed on a property, a notice to that effect must be placed at the primary points of entry to warn all users as to what type of hunting may be occurring and when. There should also be notice informing perspective hunters what the procedures are for hunting on the property and where to obtain more information.

Posting Boundaries The boundary of the property must be posted so as to inform hunters of the location of the property lines.

Authorizing Hunting and Fishing The TPE board authorizes the local TPE chapter responsible for managing a given property to determine if hunting may occur on the property, what species may be hunted and by who, when hunting may occur during the season, and if a permitting or reservation system is to be used. However, the board reserves the right to supersede the local chapter if the local hunting program, or absence of hunting, is in violation of the policies as stated above.

Adopted at the meeting of the Board of Directors on September 5th, 2007

Demerits and Penalties

The vast majority of hunters, trappers, and anglers do their best to abide by the wildlife laws and regulations. For those people who fail to follow the law, convictions of wildlife law may carry serious penalties including criminal fines up to \$5000, jail, civil penalties up to \$5,000, loss of equipment, and loss of license privileges.

Demerits and License Revocations

Hunting, fishing and trapping license privileges are revoked when a person accumulates 12 demerit points within a 60-month period. When a person is convicted of a wildlife violation, a certain number of demerits are assessed for that crime. The more serious the crime, the greater the number of demerits that are assessed.

Demerit-based revocations may last up to three years. Under some circumstances a person's tag privileges may be revoked for up to 10 years.

Criminal Penalty Provisions (NRS 501.376) - Unlawful killing or possession of bighorn sheep, mountain goat, elk, deer, pronghorn antelope, mountain lion or black bear; criminal penalties. 1. Except as otherwise provided in this section, a person shall not intentionally kill or aid and abet another person to kill a bighorn sheep, mountain goat, elk, deer, pronghorn antelope, mountain lion or black bear:

(a) Outside of the prescribed season set by the Commission for the lawful hunting of that animal;

(b) Through the use of an aircraft, helicopter or motor-driven vehicle in violation of 503.010;

(c) By a method other than the method prescribed on the tag issued by the Department for hunting that animal;

(d) In a manner, during a time or in a place otherwise prohibited by a specific statute or a regulation adopted by the Commission; or

(e) Without a valid tag issued by the Department for hunting that animal. A tag issued for hunting any animal specified in this subsection is not valid if knowingly used by a person:

(1) Other than the person specified on the tag;

(2) Outside of the management area or other area specified on the tag; or

(3) If the tag was obtained by a false or fraudulent representation.

2. The provisions of subsection 1 do not prohibit the killing of an animal specified in subsection 1 if:

(a) The killing of the animal is necessary to protect the life or property of any person in imminent danger of being attacked by the animal; or

(b) The animal killed was not the intended target of the person who killed the animal and the killing of the animal which was the intended target would not violate the provisions of subsection 1.

3. A person who violates the provisions of **subsection 1 shall be punished for a category E felony** as provided in NRS 193.190 or, if the court reduces the penalty pursuant to this subsection, for a gross misdemeanor.

4. A person shall not willfully possess any animal specified in subsection 1 if the person knows the animal was killed in violation of subsection 1 or the circumstances should have caused a reasonable person to know that the animal was killed in violation of subsection 1.

5. **A person who violates the provisions of subsection 4 is guilty of a gross misdemeanor.**

Unlawful acts; criminal penalties (NRS 501.385) Except as otherwise provided by specific statute: 1. Any person who: (a) Performs an act or attempts to perform an act made unlawful or prohibited by a provision of this title;

(b) Willfully fails to perform an act required of him by a provision of this title;

(c) Obstructs, hinders, delays or otherwise interferes with any officer, employee or agent of the Department in the performance of any duty while enforcing or attempting to enforce any provision of this title;

(d) Violates any order issued or regulation adopted by the Commission under the provisions of this title; or

(e) Having been granted a privilege or been licensed or permitted to do any act under the provisions of this title, exercises the grant, license or permit in a manner other than as specified, **is guilty of a misdemeanor.**

2. Every person who is guilty of a misdemeanor under this title shall be punished by a fine of not less than \$50 nor more than \$500, or by imprisonment in jail for not more than 6 months, or by both fine and imprisonment.

Forfeitures (NRS 501.3857) Any gun, ammunition, trap, snare, vessel, vehicle, aircraft or other device or equipment used, or intended for use: 1. To facilitate the unlawful and intentional killing or possession of any big game mammal; or

2. To hunt or kill a big game mammal by using information obtained as a result of the commission of an act prohibited by NRS 503.010 or a regulation of the Commission which prohibits the location of big game mammals for the purpose of hunting or killing by the use of:

(a) An aircraft, including, without limitation, any device that is used for navigation of, or flight in, the air;

(b) A hot air balloon or any other device that is lighter than air; or

(c) A satellite or any other device that orbits the earth and is equipped to produce images, or other similar devices; or

3. Knowingly to transport, sell, receive, acquire or purchase any big game mammal which is unlawfully killed or possessed, is subject to forfeiture pursuant to NRS 179.1156 to 179.119 inclusive.

Civil penalties In addition to the criminal penalties, every person who unlawfully kills or possesses a big game mammal, bobcat, swan or eagle is liable for a civil penalty of not less than \$250 nor more than \$5,000.

For unlawfully killing or possessing fish or wildlife not mentioned above, the court may order the defendant to pay a civil penalty of not less than \$25 nor more than \$1,000.

For hunting, fishing or trapping without a valid license, tag or permit, the court may order the defendant to pay a civil penalty of not less than \$50 nor more than \$250.

Failure to pay a penalty within 90 days may result in license suspension or revocation and denial of privileges.

CLIENT ENGAGEMENT AGREEMENT

THIS CLIENT ENGAGEMENT AGREEMENT, dated as of _____, 2008 (this "Agreement"), by and between SANDS, ANDERSON, MARKS & MILLER, A PROFESSIONAL CORPORATION (the "Firm"), and MIDDLE PENINSULA CHESAPEAKE BAY PUBLIC ACCESS AUTHORITY

(the "Client"), provides as follows:

1. Legal Services. The Firm agrees to represent the Client in connection with: General advice on an as needed basis in connection with legal matters that come to the attention of the Authority and its officers and Board members (the "Representation"), and shall perform such other related services as the Firm and Client deems necessary to carry out the Representation. The Representation shall be contingent upon the Firm's receipt of a fully-executed copy of this Agreement. Notwithstanding the foregoing, in the event that legal services have been or are rendered by the Firm prior to the execution and delivery of this Agreement, the Client shall pay for such services rendered in accordance with the terms of this Agreement.

2. Fees. The fees ("Fees") that the Firm shall charge the Client for the Representation shall be calculated by multiplying (i) the total number of hours and any fraction thereof, rounded to the nearest one-tenth (1/10th) of an hour, that each of the Firm's attorneys and staff spend working on the Representation, by (ii) the respective billing rates, which are subject to change from time to time, and shall initially be as follows:

Initial Billing Rates

Shareholders:	\$250.00
Counsel:	\$225.00
Associates:	\$205.00
Paralegals:	\$125.00
Law Clerks:	\$150.00

Notwithstanding these stated billing rates, it is understood that the Client, on occasion will call with routine matters that may be answered quickly without the necessity of extensive research or analysis. This matters will be charged at a rate of \$200.00 per hour and the circumstances of the assignment will be clarified between the parties at the time the advice or analysis is sought. The primary point of contact for these inquiries will be John B. Catlett, Jr., with the back-up being James E. Cornwell.

3. Expenses. The Client shall fully reimburse the Firm for all out-of-pocket costs and expenses of any kind or character (collectively, the "Expenses") incurred by the Firm in connection with the Representation. The Firm may, as it deems appropriate, forward one or more vendor invoices related to the Representation directly to the Client for payment, and the Client hereby agrees to fully pay all such invoices in accordance with their respective terms.

4. Payment Terms.

(a) Invoice; Net 30. The Firm may send to the Client a monthly statement (“Invoice”) of all outstanding Fees and Expenses due and owing as of the last day of the previous calendar month, and the Client shall pay all such Fees and Expenses thirty (30) days following the date of each such Invoice understanding that the fiscal policies of the client may require payment beyond 30 days but in no event later than 60 days. In the event that the Client fails to pay any Fees and/or Expenses when due and owing, the Client shall reimburse the Firm for any and all attorneys’ fees and related costs and expenses incurred in collecting any outstanding Fees and/or Expenses hereunder. Anything herein to the contrary notwithstanding, the Firm shall be permitted to require, at any time during the Representation, that the Client pay to the Firm Advanced Fees in such amount as the Firm deems sufficient under the circumstances to fully satisfy the Fees and Expenses anticipated to be expended in connection with the Representation going forward.

5. No Guarantee of Result. The Firm makes no representation or assurance regarding the result or outcome of the Representation, and the Client hereby acknowledges that no such representation or assurance has been made, and agrees that there is no guarantee of the result or outcome of the Representation.

6. Termination. Either party may terminate this Agreement at any time, with or without cause, by providing written notice of such termination to the other, provided, however, that such a termination shall not release the Client or any Guarantor, as identified below, from their respective payment obligations hereunder, with respect to any Fees and/or Expenses accrued or incurred under this Agreement, including those necessary to formally withdraw from the Representation.

7. File Retention. During the Representation, the Firm will provide to the Client, where applicable, copies of certain documents generated or received by the Firm. At the conclusion of the Representation, the Firm will retain the Client’s file for a period of seven (7) years. The Client agrees that after seven years, the Firm may destroy the Client’s file without further notice.

8. Miscellaneous. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one original. A facsimile or .pdf scanned electronic copy of any signature to this Agreement shall have the same force and effect as the original. If the Client consists of more than one party, then all of the Client’s obligations hereunder shall be joint and several among such parties. The section headings herein are for convenience of reference only, and shall not affect the interpretation of this Agreement. This Agreement shall not be construed against the drafting party. The invalidity of any portion of this Agreement shall not invalidate the remainder of this Agreement. All understandings and agreements of the parties with respect to the Representation are merged into this Agreement. This Agreement may not be assigned by either party. This Agreement shall be binding on the Client’s heirs, personal representatives, and successors. As used in this Agreement, the singular of any word shall include the plural, and vice versa.

WITNESS the following signatures as of the date first above written.

The Firm:

SANDS ANDERSON MARKS & MILLER,
A PROFESSIONAL CORPORATION

By: _____
Printed Name: _____
Title: _____

The Client:

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____