# **Arkansas Game and Fish Commission**

### Code Book

The regulations in this Code Book are hereby adopted by the Arkansas State Game and Fish Commission under authority of Amendment 35 to the Constitution of the State of Arkansas. All laws, rules, regulations, or orders in conflict with the regulations in this Code Book are hereby repealed by the Arkansas State Game and Fish Commission.

# **H1.00** Reciprocal License Agreements

<u>H1.01</u> Reciprocal Hunting And Fishing License Agreement On Lands And Waters Bordering The State Of Mississippi And The State Of Arkansas <u>H1.02</u> Reciprocal License Agreement Between Arkansas And Missouri -- St. Francis River

 $\underline{\text{H1.03}}$  Reciprocal License Agreement On The Mississippi River Between State Of Tennessee And State Of Arkansas

 $\underline{\text{H1.04}}$  White River Border Lakes License/Permit Agreement Between Arkansas Game Fish Commission And Missouri Department Of Conservation

## H1.01 Reciprocal Hunting And Fishing License Agreement On Lands And Waters Bordering The State Of Mississippi And The State Of Arkansas

RECIPROCAL LICENSE AGREEMENT ON THE MISSISSIPPI RIVER BETWEEN
THE STATE OF ARKANSAS
AND
THE STATE OF MISSISSIPPI

The Mississippi Department of Wildlife, Fisheries & Parks and the Arkansas State Game and Fish Commission hereby enter into a cooperative agreement to recognize the resident sport fishing licenses, resident hunting licensesand the resident commercial fishing licenses of the two states on flowing waters of the Mississippi River and all public waters between the main levees of the Mississippi River of the two states, excluding the St. Francis, Whiteand Arkansas Rivers, this exclusion also includes all oxbow lakes whose entrance requires passage through the mouth of the St. Francis, White and Arkansas Rivers.

The following provisions shall apply:

Resident hunting and resident sport fishing licensees of either state shall abide by all laws and/or regulations pertaining to seasons, daily and creel limits, possession limits size limits, tagging requirements and all other laws and/or regulations of the state in which the-hunting or fishing takes place.

### A. Resident Sport Fishing (excludes taking frogs)

A sport fishing licensee shall abide by the creel limits, size limits, and shall use trotlines and other fishing equipment in accordance with the laws and regulations (excluding frogs) of the state in which the person is fishing

### B. Resident Commercial Fishing

A resident commercial fishing licensee shall abide by the creel and size limits, and shall use tackle and other fishing equipment in accordance with the laws and regulations of the state in which the gear is being fished.

### C. Resident Hunting (Migratory Waterfowl Only)

Migratory waterfowl may be hunted upon the flowing waters of the Mississippi River, waters accessible by boat from the main channel of the Mississippi River, and state line lakes [but excluding the St. Francis, White, and Arkansas Rivers and all oxbow lakes whose entrance requires passage through the mouth of the St. Francis, White or Arkansas Rivers]by a licensee of either state during the period when the season is open and coincidental in both states, and according to the laws, bag and possession

limits, and all other rules and regulations promulgated by the state issuing the license.

- D. Resident Hunting (other than Migratory Waterfowl)
- 1. Current Mississippi resident hunting licenses shall be valid only on Arkansas lands that lie east of the main channel of the Mississippi River and on Mississippi lands that lie on the west side of the main channel of the Mississippi River.
- 2. Current Arkansas resident hunting licenses shall be valid only on Mississippi lands that lie west of the main channel of the Mississippi River and on Arkansas lands that lie east of the main channel of the Mississippi River.
- E. Resident licensees of either state shall have unrestricted ingress and egress through the other state for the purpose of hunting and fishing in accordance with the provisions of thisagreement.

For the purposes of this agreement, the state line will be that depicted on the U.S. Department of Interior, Geological Survey quadrangle maps.

Nothing herein shall be construed to allow any person to hunt, fish, or go upon the lands of another landowner or entity without their permission for recreational purposes. Floodwater which has overflowed the natural banks of a public waterway in Mississippi is not a part of the public waterway.

This agreement may be cancelled by either the Director of the Arkansas State Game and Fish Commission or the Executive Director of the Mississippi Department of Wildlife, Fisheries and Parks upon sixty dayswritten notice.

/s/ Steve N. Wilson, Director

ARKANSAS GAME & FISH COMMISSION

June 9, 2000

/s/ Dr. Sam Polles, Executive Director

MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES & PARKS

March 28, 2000

# H1.02 Reciprocal License Agreement Between Arkansas And Missouri -- St. Francis River

RECIPROCAL LICENSE AGREEMENT ON THE ST. FRANCIS RIVER

between the

STATES OF MISSOURI AND ARKANSAS

The Missouri Department of Conservation and the Arkansas Game and Fish Commission hereby enter into a cooperative agreement to recognize the sport fishing and resident commercial fishing and commercial musseling licenses of the two states on the flowing waters of the St. Francis River, forming a common boundary between the State of Missouri and the State of Arkansas, in accordance with the following provisions:

A. A sport fishing licensee or resident of either state legally exempt from license requirements shall abide by the creel limits, size limits and shall use trotlines and other fishing equipment in accordance with the laws and regulations of the state in which the license is issued or exemption authorized.

- B. A resident commercial fishing licensee shall abide by the creel and size limits and shall use tackle and other fishing equipment in accordance with the laws and regulations of the state in which the license is issued.
- C. A resident commercial musseling licensee shall abide by the seasons and size limits and shall use only methods and equipment in accordance with the laws and regulations of the state in which the license is issued.
- C. A person holding a nonresident license (ecept commercial licensees) issued by either state shall be accorded the same privileges as a licensed resident of that state.
- D. Licensees of either state shall have unrestricted ingress and egress through the other state for the purpose of fishing in accordance with the provisions of the agreement.

Fishermen or musselers licensed in only one state cannot fish or take mussels in the tributaries, bayous or backwaters of the St. Francis River in the other state except as specifically provided herein.

This agreement, to become effective January 1, 1993, and may be canceled by the Director of the Missouri Department of Conservation or the Director of the Arkansas Game and Fish Commission upon 60 days written notice.

/s/ STEVE N. WILSON, Director

Arkansas Game and Fish Commission

November 5, 1992

/S/ JERRY J. PRESLEY, Director

Missouri Department of Conservation

October 15, 1992

# H1.03 Reciprocal License Agreement On The Mississippi River Between State Of Tennessee And State Of Arkansas

RECIPROCAL LICENSE AGREEMENT ON THE MISSISSIPPI RIVER

**BETWEEN** 

THE STATE OF TENNESSEE AND THE STATE OF ARKANSAS

The Tennessee Wildlife Resources Agency and the Arkansas Game and Fish Commission hereby enter into a cooperative agreement to recognize the sport fishing and hunting licenses and the commercial fishing licenses of the two states on the flowing waters of the Mississippi River, adjacent sloughs, bayous, and old river runs which are accessible by boat from the River proper, and the old river chutes forming a common boundary, excluding wildlife management areas established by either state and the Wolf, Loosehatchie, Hatchie, Forked Deer, and Obion Rivers, in accordance with the following provisions:

### A. Sport Fishing

A sport fishing licensee shall abide by all laws, rules, regulations and proclamations of the state in which they are fishing. Exception to that being Tennessee/Arkansas sportfishers on Ikes Chute, Hopefield Chute (Dacus Lake), Mosquito Lake, Mound City Lake, Island 40 Chute and Lake Neark, who shall comply with Arkansas Game & Fish Commission regulations governing sportfish creel and size limits, trolines and other sportfishing equipment requirements.

### B. Commercial Fishing

A resident commercial fishing licensee shall abide by all laws, rules, regulations and proclamations of the state in which they are fishing. Arkansas resident commercial fishers fishing commercial tackle in Tennessee waters under the terms of this Agreement shall comply with Tennessee commercial tackle tagging requirements. Tennessee resident commercial fisher's tackle tagging requirements are legal in Arkansas under the terms of this Agreement.

### C. Hunting (Migratory waterfowl only)

Migratory waterfowl may be hunted upon the waters described herein by a licensee of either state during the period when the season is open and coincidental in both states, and shall abide by the laws, rules andregulations and proclamations of the state in which they are hunting. For the purpose of waterfowl hunting, the state line will be that depicted on the Department of Interior's Geological Survey quadrangles.

D. A person holding a non-resident license/permit issued by either state shall be afforded the same privileges as a licensed/permitted resident of that state except for commercial fishing purposes. Persons holding non-resident Tennessee commercial fishers licenses are not allowed to commercial fish or to assist/help in commercial fishing in Arkansas under the terms of this Agreement.

E. Licensees of either state shall have unrestricted ingress and egress through the other state for the purpose of hunting and fishing in accordance with the provisions of this Agreement, except for areas and ramps closed by law to commercial fishing gear or activities. Hunters and fishermen licensed in only one state cannot hunt or fish in the tributaries, bayous, or backwaters of the Mississippi River in the other state except as specifically provided herein. Hunters or fishers cannot hunt or fish from, nor attach any device or equipment to private property, in either statewithout the landowner's permission.

Nothing herein shall be construed to allow any person to hunt, fish, or go upon the lands of another landowner or entity without their permission. Floodwater which has overflowed the natural banks of a public waterway is not part of the public waterway and permission of the landowner must be obtained.

It shall be incumbent on each individual hunter or fisherman to identify the state line.

This agreement represents the entire agreement between the parties and supersedes all prior negotitations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Furthermore, this Agreement may be cancelled by the Tennessee Wildlife Resources Agency's Executive Director or the Arkansas Game and Fish Commission's Director upon sixty (60) days written notice.

Executed this the 16th day of January 2007

Gary T. Myers, Executive Director

Tennessee Wildlife Resources Agency

Scott Henderson, Executive Director

Arkansas Game and Fish Commission

### H1.04 White River Border Lakes License/ Permit Agreement Between Arkansas Game Fish Commission And Missouri Department Of Conservation

WHITE RIVER BORDER LAKES LICENSE/PERMIT AGREEMENT

between the

#### STATES OF MISSOURI AND ARKANSAS

The Missouri Department of Conservation (MDC) and the Arkansas Game and Fish Commission (AGFC) hereby establish a White River Border Lakes License/Permit to fish the impounded waters of Bull Shoals, Norfork and Table Rock Lakes with the following provisions (throughout thisagreement "license" refers to fishing licenses sold in Arkansas or coparable fishing permits sold in Missouri):

A. Any person age 16 and older possessing a valid Missouri resident fishing permit or Arkansas resident fishing license, or who is legally exempted from those license requirements, and possessing the White River Border Lakes License may fish in the Missouri and Arkansas impounded waters of Bull Shoals, Norfork, and Table Rock Lakes. This license will not negate either state's right to issue resident and/or nonresident fishing licenses for waters within their boundary.

- B. All anglers shall abide by the laws and regulations of the state in which they are fishing.
- C. The White River Border Lakes License is not valid for possession of trout.
- D. The White River Border Lakes License is valid for all impounded portions of these lakes except for the designated trout waters on Table Rock Lake upstream from the Highway 62 Bridge in Arkansas.
- E. The annual cost of the White River Border Lakes License will be \$10 and may be changed annually throughmutual agreement of both parties.
- F. All funds generated through the sale of the White River Border Lakes License to Missouri residents by MDC are due to the AGFC and all funds generated through the like sale to Arkansas residents by the AGFC are due to the MDC. MDC and AGFC will meet to perform an annual accounting of license sales and execute such fund transfers.

This agreement will become effective March 1, 2001. It may be cancelled by the Missouri Conservation Commission or the Arkansas Game and Fish Commission or modified by mutual agreement.

/s/ HUGH C. DURHAM IV, Director

Arkansas Game and Fish Commission

August 7, 2000

/s/ JERRY M. CONLEY, Director

Missouri Department of Conservation

July 31, 2000