

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

11-0172R

RESOLUTION APPROVING AGREEMENT WITH ARROWHEAD  
BOWHUNTER'S ALLIANCE FOR MANAGEMENT OF THE ANNUAL DEER  
CONTROL HUNT.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to execute and implement an agreement, substantially the same as that on file with the city clerk as Public Document No. \_\_\_\_\_, between the city and Arrowhead Bowhunters Alliance for conducting the annual deer control hunt in 2011, with options to renew for three additional years, at no net cost to the city and establishing the rules to be applied to participants in management of the hunt.

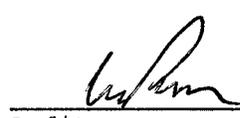
Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

ADM/ATTY GBJ:cjk 4/1/2011

STATEMENT OF PURPOSE: This agreement provides that ABA will manage the annual hunt in 2011 for a cost to the city not to exceed the revenues from registration fees. From these revenues, the city will pay approved expenses of the hunt. The ABA has managed the hunt since 2008. The City Hunt Review Panel has conducted an analysis of the ABA's performance and recommended ABA continue to manage the hunt. The term of the contract is one year with options to renew for three additional years.

**CITY OF DULUTH  
DEER MANAGEMENT SERVICE AGREEMENT  
ARROWHEAD BOWHUNTER'S ALLIANCE**

Parties to this Agreement are City of Duluth (City) and its contracted agent Arrowhead Bowhunter's Alliance, hereinafter Agent, a Minnesota corporation with principal place of business at Duluth, Minnesota.

The parties acknowledge the following:

- A. City, by ordinance, has recognized a need to manage and control the wild deer population in Duluth, and has authorized an annual hunt for that purpose.
- B. Agent has the ability to manage a deer hunt in order to attain the purposes of controlling and containing deer as set out by the Duluth City Council.

In consideration of their mutual promises, the parties agree as follows:

- 1. Agent shall be the contract agent for the City for the purpose of organizing and managing the annual deer hunt in the year 2011 with options for years 2012, 2013 and 2014. Agent shall furnish to City its Articles of Incorporation, Certificate of Incorporation, By-laws, and most recent Federal Form 990 or its accepted equivalent, if so required to file with the Internal Revenue Service. At all times, Agent shall be subject to the authority and control of the Chief Administrative Officer (CAO), or his or her designee. Any such designee shall be appointed in writing, a copy of which shall be provided to Agent.

Agent shall have not authority to bind City to perform acts or services, nor to make payments, nor to transfer or encumber property.

Subject to City approval, Agent shall do all tasks reasonably necessary to organize, conduct, manage, supervise, and record the hunting activities. This shall include, but not be limited to, the following:

- a. selecting, training, evaluating, certifying, and managing participating hunters; and
- b. enforcing the safety standards; and
- c. assigning hunters to hunting areas, adequately informing the participating hunters of the limits, regulations, and conditions of their hunting activities; and
- d. determining the maximum number of certified hunters and the areas where each will hunt. When an area has more applicants than it can hold, a lottery or similar fair process, submitted to the City at least one month before the application deadline and approved in writing by the CAO, or his/her designee, shall be used. The

Agent will be responsible for observing and supervising the hunt, enforcing the applicable rules, regulations, and safety standards, and dispatching wounded deer within the city limits in a manner allowed by law and in accordance with procedures approved by the Duluth Police Department.

e. gathering data about the hunt and the deer harvested, and recording it in a useable form approved by City, and making an annual report to the City of the conduct and result of the hunt by March 15<sup>th</sup>; and

f. performing each task or operation set out for the conduct of the hunt in City Code Section 6-77 and any related City Council Resolutions including 05-0306, 05-0434 and 08-0317, which are attached hereto as Exhibit A; and

g. provide adequate times during the week and on weekends for proficiency tests to maximize the opportunity for hunter participation and a minimum of one orientation to familiarize certified hunters of the details of their Designated Hunting Area and meeting familiar hunters; and

h. Any corporate meeting or meeting of registered hunt participants at which the organization may discuss the hunt, receive input or disseminate information about the hunt, or take any action relating to it, or this City contract, except a meeting called to discuss an allegation of criminal activity, shall comply with the Minnesota Open Meeting Law. Any data related to the hunt, or the performance of this contract, shall be handled in compliance with the Minnesota Government Data Practices Law (addresses, telephone numbers, assigned hunting areas are not public data), notwithstanding, the CAO or his/her designee, and the appropriate enforcement department will receive a copy of assigned hunt areas. Meetings are to be open and public for all matters relating to the management of the hunt and shall be posted in advance on the Agent's webpage and be held at reasonable times at an accessible location in the area; and

i. recommend each hunting area, which areas must be approved by City; and

j. prepare, maintain, and enforce a set of general hunt rules and conditions for each participating hunter to read, understand and follow (Exhibit C); and

k. any other related tasks requested by City.

2. The hunt shall be conducted in compliance with each applicable law (including those mentioned above, which are made applicable by this Agreement). Agent shall determine and enforce that each hunter is properly licensed and certified, and has signed required waivers. Agent may exclude from the hunt any individual who is unqualified or who has violated any rule, law or condition of the hunt.

3. City shall collect the fee that each participating hunter must pay to the City. The identification of each hunter and the amount collected shall be accounted for in the manner approved by the City Finance Director. Agent shall be informed of the identities of each hunter who has paid the fee no later than August 4 or within five

days of the application deadline, whichever comes first. All such fees collected shall be remitted intact to the City.

Agent shall prepare an itemized profit and loss statement that correctly and accurately reports in detail all fees, donations or other revenues collected to run this hunt and all expenses incurred in managing the deer hunt. All revenues and expenses in managing the deer hunt shall be segregated by type. Such statement shall be in a form acceptable to the City Auditor and shall be filed with the City Auditor upon conclusion of the hunt, or no later than January 15<sup>th</sup>.

4. As payment for acceptable performance of this Agreement to a reasonable standard and to the standard of the industry within 30 days after receipt, City shall pay to Agent the sum of the total of the approved expenses itemized in the approved format set out in Exhibit B which sum shall not exceed the total fees collected under Paragraph 3, and which sum is subject to set off for any valid claim City may have against Agent. Final due date for payment of Agent expenses by the City is January 1<sup>st</sup>. Reasonable and necessary expenses, including mileage reimbursement at the current IRS rate, of Agent used to manage the hunt may be paid or reimbursed out of this fund.

5. The term of this Agreement shall be from the date of City Council approval, until March 15, 2012, unless earlier terminated as set out herein. At any time within 90 days of March 15 annually, the CAO or his/her designee, the Mayor, may renew this contract for a period not to exceed three additional year terms, the last of which would end March 15, 2015. Any renewal shall be done by written instrument, dated and executed. A renewal may include modifications. After termination, Agent's obligations under this Agreement, including to indemnify and to insure for incidents occurring during the term of this Agreement, shall continue in force.

The Agent shall have the right, without prejudice to any other right or remedy it may have, to terminate this Agreement if: a) the provision of the services as set forth herein is disrupted to the extent it makes it impossible or impractical to perform such services; b) the Agent reasonable believes that the services cannot be performed safely; c) the City fails to provide reasonable assistance to the Agent so that performance is possible. Upon such termination by the Agent, the Agent shall be entitled to payment for work satisfactorily completed up to the time of termination. The City shall have the right, without prejudice to any other right or remedies it may have, to terminate this Agreement at any time by giving written notice thereof to Agent; provided that the Agent shall be paid for all unpaid services satisfactorily performed as of such termination date, and provided further that the City shall be entitled to a refund of any fees paid in advance which are unearned as of such termination date.

6. a. The Agent shall perform all services under this Agreement as an independent contractor of the City.

b. The Agent shall have the right to employ any person or persons to perform the services under this Agreement or to otherwise assist the Agent, and all such persons shall be paid by the Agent. The Agent shall carry all insurance with respect to its employees and agents as may be required by applicable law including without limitation worker's compensation insurance and shall pay and withhold all required federal, state, and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable by reason of the Agent's employment of such employees.

c. The City agrees that the Agent, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of its services to fulfill and comply with the requirements set forth in this Agreement. As the law allows, the Agent may act to enforce the general hunt rules in order to insure the hunt is conducted in a safe, responsible, and effective way. Sanctions for a violation of the rules will vary according to the degree of the offense (ranging from verbal warning to the suspension of a hunter) for anyone who violates his/her privileges while participating in the Deer Management Hunt.

Rules, Review and Appeal Process. In the event that a hunter is removed from the Duluth bowhunt, or otherwise sanctioned, by the Agent for any violation of the Agent's rules document, or any formal charges of game or non-game violations by the MN Department of Natural Resources or the Duluth Police Department, the hunter has the right to appeal the action. This simple appeals process will be used to resolve appeals:

(1) The affected person must provide a written appeal to the City's CAO within fourteen (14) calendar days of the original suspension or other action complained of. Verbal appeals will not be accepted.

(2) The Agent will provide its written statement and relevant evidence to the Chief Administrative Officer within seven (7) calendar days of receipt of an appeal from affected person.

(3) The CAO will review the information provided, schedule a hearing if he or she determines it necessary, and render a final decision in writing within twenty-one (21) calendar days of receipt of information from both parties.

(4) The CAO's decision is final, and no administrative appeals will be allowed beyond this level.

d. The parties agree that the City will not provide the Agent, its principals, agents, or employees any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, PERA, unemployment, worker's compensation, disability, medical insurance, life insurance or pension benefits, that the City might provide to employees of the City. Unless otherwise required by law, the City does not intend and shall have no obligation to the Agent to withhold any sums due the Agent for, and the Agent retains all obligations and liability relating to, the payment of the Agent's federal, state, and local income and employment taxes, and the Agent shall hold the City harmless from any failure on its part to meet its obligations pursuant to this section.

e. The Agent is not an agent of the City and is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the City or to bind the City in any manner.

f. The Agent agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts:

(1) To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

(2) To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

7. The Agent shall procure and maintain for the duration of this Agreement, at its expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the designated services undertaken by the Agent pursuant to this Agreement.

Coverage shall be in the following forms and amounts:

General Liability: Coverage in the amount of \$750,000 combined single limit per occurrence for bodily injury, personal injury, and property damage for at least the period from July 1 to January 1 during the contract term.

Automobile Liability: Coverage in at least the minimum amount required by the state law.

Such general liability insurance shall require that the City be notified at least 10 days in advance of the cancellation thereof. The Agent shall furnish the City with a certificate or certificates of insurance evidencing the coverage required hereunder prior to commencing any designated services and from time to time as may be

reasonably requested by the City. The City shall be named as an additional insured on the Agent's insurance policy and such coverage shall extend to claims arising out of Agent's ongoing operations for the City. If additional insured coverage is provide under ISO endorsement CG 20 10, it will be provided under a pre-2004 edition of that endorsement.

8. The Agent agrees to indemnify, defend, and save the City and its officers, employees, and agents forever harmless from and against, and to promptly make payment for, any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorneys fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by the City as a result of the Agent's performance of this Agreement, except for those sustained or incurred based on allegations that the services required by this Agreement are unauthorized or illegal.

9. A City Review Panel will evaluate the performance of Agent and Agent's compliance with the terms and conditions of this Agreement. The Review Panel will be comprised of the following five individuals: Director of Parks and Recreation, Police Chief, City Forester, City Contract Administrator, the Chief Administrative Officer or his/her designee. A representative from the Department of Natural Resources may also attend and participate in the review process. If the review panel identifies any issues or concerns about the performance of this contract, it will provide a list of them to Agent, and the Agent shall have reasonable opportunity to respond. The Review Panel shall recommend to the City Administration and City Council whether this contract should be renewed, be modified, or if a new agent should be selected.

10. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to City: Chief Administrative Officer  
City of Duluth  
411 West First Street, Room 402

If to Agent: Arrowhead Bowhunter's Alliance  
P.O. Box 346  
23 W Central Entrance  
Duluth, MN 55811

11. This Agreement and its exhibits, and approvals it authorizes, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement.

12. This Agreement may be amended or modified only by written instrument dated and duly executed by the parties.

13. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota.

14. This Agreement shall be binding upon, and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representations. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

15. Nothing in this Agreement shall be deemed or construed as creating or granting any benefits or rights to third parties or as an admission of liability by either City or Agent. Furthermore, nothing in this Agreement shall be construed as a waiver of any of City's immunities or defenses under state or federal law, as neither party intends that the City shall waive any immunity or defense.

16. No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term, or provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

Dated: \_\_\_\_\_

**CITY OF DULUTH**

**AGENT**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk  
Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

(d) Zoological park. Any facility operated by a person, partnership, corporation, or governmental agency, other than a pet shop or kennel, displaying or exhibiting one or more species of nondomesticated animals. (Ord. No. 9420, 8-9-1999, § 1; Ord. No. 9430, 11-22-1999, § 1.)

**Sec. 6-73. The keeping or selling of nondomesticated animals prohibited.**

(a) No person shall own, possess or have custody on his or her premises any nondomesticated animal for display, training or exhibition purposes, whether gratuitously or for a fee, except as permitted under Chapter 50 of the Duluth City Code;

(b) No person shall keep or permit to be kept any nondomesticated animal as a pet, except as permitted under Chapter 50 of the Duluth City Code;

(c) No person shall offer for sale any nondomesticated animal unless authorized by federal or state law. (Ord. No. 9420, 8-9-1999, § 1.)

**Sec. 6-74. Exceptions.**

(a) Temporary events. A traveling circus, zoological park, or show which keeps nondomesticated animals and is in compliance with zoning requirements under Chapter 50 of the Duluth City Code;

(b) Permanent exhibits. A zoological park or other institution engaged in a permanent display of nondomesticated animals providing the location of the premises complies with all zoning requirements;

(c) Veterinary hospitals. Any bona fide veterinary hospital, acting within the scope of its business, is exempt from Section 6-73 of this Article and may hold such nondomesticated animals, provided protective devices adequate to prevent such animals from escaping or injuring the public are provided;

(d) Wildlife rehabilitators. Persons keeping nondomesticated animals as part of a bona fide institutional program to return such animals to the wild are exempt from Section 6-73 of this Article, provided the location of the premises complies with all zoning requirements. (Ord. No. 9420, 8-9-1999, § 1.)

**Sec. 6-75. Impounding of nondomesticated animals.**

The impoundment of nondomesticated animals shall be in accordance with Section 6-3 of this Chapter. (Ord. No. 9420, 8-9-1999, § 1.)

**Sec. 6-76. Cruelty to nondomesticated animals.**

(a) No person shall sponsor, promote, train a nondomesticated animal to participate in, or contribute to the involvement of a nondomesticated animal in any activity or event in which the animal is a victim of cruelty as defined herein or is induced or encouraged to perform through the use of chemical, electrical or manual devices in a manner that will cause or likely to cause physical injury or suffering to the animal;

(b) All equipment used on a performing nondomesticated animal shall fit properly and be in good working condition. (Ord. No. 9420, 8-9-1999, § 1.)

**Sec. 6-77. Hunting deer by bow and arrow.**

(a) Findings and policy. The city council finds that the peace and safety of the community, and the health of the forest, are threatened by the overabundance of wild deer within the city. Therefore, the population of wild deer must be regulated and managed. The method for the regulation shall be an annual harvesting of wild deer by use of bow and arrow;

(b) State laws. The conduct of any authorized deer hunting within the city must be in compliance with all applicable laws and regulations of the state of Minnesota. This Section is

supplemental to the laws of Minnesota, as they may be amended or changed from time to time;

(c) Enforcement officers. The conduct of any authorized deer hunting within the city shall be regulated by the chief administrative officer or his or her designee or his or her agents, and any state or federal agents with jurisdiction. The council has authority to, by contract approved by resolution, designate the chief administrative officer or his or her designee's agent for the purpose of managing the hunt;

(d) Allowed hunting areas. Deer harvesting will be prohibited in all areas of the city except the following:

(1) Any area designated by the council, by resolution, as a designated hunting area (DHA) or an area determined by the hunt agent to be in special need of deer removal (hot spot) and approved by council resolution or council approved contract;

(2) Any privately-owned property within a DHA that is not owned by the hunter, but that is owned or controlled by a party from whom the hunter has obtained written permission, dated and signed within 12 months of the time of the hunting, to hunt deer on the property;

(A) In a duly designated hunting area, hunting will not be allowed:

1. Within 400 feet of any occupied dwelling or active commercial structure, or structure accessory thereto, or within 200 feet of said buildings with written permission of the landowner to hunt as close as 200 feet from such a building;

2. Any place posted "no hunting" in compliance with the laws of Minnesota;

(e) Authorized hunters. Any person hunting deer by bow and arrow within the city must meet all of the following criteria:

(1) Be qualified to hunt deer by bow and arrow under all the laws and regulations of the state of Minnesota and be licensed to do so by the state;

(2) Be certified to be qualified to harvest deer within the city by the chief administrative officer or his or her designee or the designated agent approved by council resolution. The council has authority to, by contract approved by resolution, designate the chief administrative officer or his or her designee's agent for the purpose of managing the hunt, regulating the hunters, and collecting fees due to the city and giving such fees to the city. Application for a deer hunting qualification certificate shall be made to the chief administrative officer or his or her designee. The agent designated by the council may act for the chief administrative officer or his or her designee to collect the fee. The fee shall be set in accordance with Section 31-6(a) of this Code. The standards and requirements of the program shall be set by resolution of the council. The program shall include each hunter's agreement to behavior and ethical standards, proficiency standards, and a waiver of rights for any liability of the city, its contract agent or landowners;

(f) Conduct of the hunt.

(1) Harvesting of deer shall only be done in compliance with this ordinance, state law, any resolution passed by the council setting standards for conduct of the hunt or contracting for the services of the city's agent for that purpose, the city's hunt agent's rulebook for hunters, and any deer management plan for Duluth adopted by the city council;

(2) Carcasses and entrails must be removed from the site of the kill immediately and completely;

(3) Only hunting by bow and arrow is allowed, except for hunting by the disabled with crossbow, as it is allowed under state rules of the department of natural resources, provided that written proof of disability is provided to the city's hunt agent before hunting;

(4) No permanent stand is allowed on public property;

(5) No hunter may harvest more than one antlered deer. Party hunting, as defined by state law, is limited to antlerless deer only;

(6) No hunter may attempt to shoot or harvest a deer that is beyond the effective range of the hunter;

(7) Each hunter must repair or pay for any damage to the property of another that arises out of the hunting activities;

(g) Violations. A violation of this Section is punishable as set out in Section 1-7, as it may be amended or changed from time to time. In addition, any person convicted of or administratively found to

have violated this Section, or any other law, or the rules of the hunt set by the council or the hunt agent's rulebook, as a result of actions related to deer harvesting authorized by this Section, shall be disqualified, for a period determined to be appropriate by the hunt agent, but not greater than 40 years from the date of conviction, or violation, whichever is later, from being certified as qualified to harvest deer within the city. The city or the city's hunt agent may, by due process, determine the commission of a violation and impose an appropriate period of disqualification, which decision can, within 15 days, be appealed, by written notice, to the city's chief administrative officer;

(h) Reports. Each person who harvests a deer pursuant to this Section shall report that fact to the chief administrative officer or his or her designee or his or her agent within 48 hours of the taking. Each year, the chief administrative officer or his or her designee shall report to the city council about the conduct of the previous year's harvest, including the number of participants, the number of deer taken, any problems encountered and any recommendations. (Reserved by Ord. No. 9420, 8-9-1999, § 1; amended by Ord. No. 9724, 5-9-2005, § 2; Ord. No. 9910, 5-27-2008, § 1.)

**Sec. 6-78. Feeding of pigeons or deer prohibited.**

(a) Feeding of pigeons or deer. Except for operation of the Duluth zoo and its programs, feeding a wild deer on publicly-owned or occupied, or publicly-controlled, land is prohibited. Feeding of a wild deer or allowing one or more of them to be fed on one's privately-owned or occupied property is prohibited within the city. No person shall feed a nondomesticated pigeon, nor place feed in a place or manner that a reasonable person would expect to result in feeding a nondomesticated pigeon, in any area of the city that is not in a district zoned suburban (or its successor designation), as set out in Chapter 50, Article VII, or its successor, of Duluth City Code, except in a designated feeding area of a city park. This Section does not apply to domesticated pigeons such as those kept for racing, entertainment performances or agricultural purposes;

(b) Enforcement. Any employee or agent of the city who is authorized to cite another for violation of Duluth City Code and any peace officer is authorized to enforce this ordinance;

(c) Penalty. The minimum fine for a violation of Section 6-78, or its successor, shall be \$50. (Reserved by Ord. No. 9420, 8-9-1999, § 1; amended by Ord. No. 9723, 5-9-2005, § 1; Ord. No. 9769, 2-27-2006, § 1.)

**Sec. 6-79. Obtaining a license to keep chickens.**

(a) Any person who keeps chickens in the city of Duluth other than areas zoned S suburban districts under Section 50-51 of this Code, shall obtain an annual license prior to acquiring the chickens. The license year commences on January 1 and ends on the following December 31. Applications shall be made to the city clerk. The city clerk shall collect the license fee;

(b) Fees to be charged for the issuance of a license to keep chickens shall be set in accordance with Section 31-6(a) of this Code;

(c) All licenses shall be conditioned upon passing a mandatory inspection by the animal control authority;

(d) The animal control authority may refuse to grant or may revoke a license if the chickens become a nuisance, as evidenced by a third admitted or judicially-determined violation of the Duluth City Code within 12 months of the first of the three admitted or judicially-determined violations;

(e) The animal control authority may refuse to grant or may revoke a license to a person convicted of cruelty to animals under a code, ordinance or statute from this state, or a code, ordinance or statute from another state;

(f) All reports of such inspections and reviews shall be in writing and maintained by the animal control authority. (Ord. No. 9926, 8-25-2008, § 1.)

**Sec. 6-79.1. Keeping of chickens.**

(a) Each person holding a license to keep chickens within the city of Duluth shall comply with the following:

05-0306R

RESOLUTION GOVERNING THE SEASONAL DEER HUNT IN DULUTH;  
SETTING RULES AND STANDARDS; PROVIDING FOR A MANAGING  
AGENT.

BY COUNCILORS STAUBER, STEWART AND STOVER:

WHEREAS, the ordinances of the city allow a limited and controlled archery deer harvest in the city; and

WHEREAS, the standards and rules for each hunt are determined by resolutions of the council.

NOW, THEREFORE, BE IT RESOLVED, that the following rules and standards shall govern the deer harvest authorized by Chapter 6 of the Duluth City Code, 1959, as amended:

(a) Deer hunting by archery will be conducted in strict conformance with each and every applicable law, rule and regulation of the United States government, and the state of Minnesota, and the city of Duluth;

(b) Each participating hunter shall be licensed by the state and certified by the designated agent of the city of Duluth and shall have paid all required fees and met the standards for certification. The fee for each city certificate for each year's hunt shall be set in accordance with Section 6-77(e)(2) of the Duluth City Code, payable before any hunting is undertaken by the certificate holder. Payment shall be made to the administrative assistant or his/her designee, or to the collecting agent designated by the council in a hunt management contract;

(c) Each hunter shall execute and legally bind himself or herself to an agreement, on a form approved by the city attorney, to repair or pay for any injury to person or damage to property of another that arises out of the hunter's activities in hunting for deer, and to defend and indemnify the city and its agent for any claims against them which arise out of the hunter's activities in hunting for deer;

(d) Within 48 hours of taking a deer, each hunter shall report, on a form acceptable to the hunt manager or, if none, the administrative assistant or his/her designee, the time and place taken, gender of deer and any other relevant

information requested;

(e) The hunt shall run concurrent with the state of Minnesota's bow hunting season;

(f) The areas within which, subject to the laws and ordinances that apply, hunting can take place are those indicated on the map or maps on file with the clerk as Public Document No. \_\_\_\_\_;

(g) The hunt shall be managed by a person or organization chosen by the city council and awarded, by council resolution, a contract to manage the hunt. This contractor shall be the designated agent for the administrative assistant or his/her designee in managing the hunt. If there is no such hunt management contractor, then the hunt shall be managed by the administrative assistant or his/her designee. Under any circumstances, the law enforcement officers of the city, state and federal government retain their jurisdiction;

(h) During a season, no person shall be allowed to harvest a buck deer unless that person has previously harvested at least one antlerless deer within Duluth city limits and in complete accordance with the hunt's regulations. Antlerless is defined by the state as those deer without an antler greater than three inches long;

(i) Only hunting from treestands is allowed. Each stand platform must be a minimum of 12 feet above ground;

(j) This resolution continues in force until superceded by another resolution governing the seasonal deer hunt in the city.

BE IT FURTHER RESOLVED, that the city council hereby directs the city attorney to negotiate a deer management contract with the Arrowhead Bowhunter's Alliance or report to the council if that task cannot be completed.

Approved as to form:

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Attorney

COUNCIL/ATTY    BFB:nmj    5/5/2005

STATEMENT OF PURPOSE: This resolution sets standards and rules, times and places for the annual deer hunt and provides for a managing agent.

05-0434R

RESOLUTION APPROVING CONTRACT WITH ARROWHEAD BOWHUNTERS  
ALLIANCE TO CONDUCT THE ANNUAL DEER HUNT AND AMENDING  
RESOLUTION 05-0306.

BY COUNCILORS STAUBER, STEWART AND STOVER:

BE IT RESOLVED, that the proper city officials are authorized to execute and implement an agreement, containing substantially the same terms as that on file with the city clerk as Public Document No. \_\_\_\_\_, between the city and Arrowhead Bowhunters Alliance, for an amount not to exceed actual, approved costs or the revenues generated by the annual deer hunt, whichever is less.

BE IT FURTHER RESOLVED, that Resolution 05-0306 is amended by adding a paragraph (k) to read as follows:

(k) The total number of certified hunters participating and the number allowed to hunt in any area shall be limited to that needed to attain the objective and that can do so safely, as determined by the manager of the hunt. If there are more qualified hunters than are needed, a lottery or similar fair process shall be used to select which individuals will participate.

The manager of the hunt shall assign certified hunters to hunting areas which shall be done by a lottery or similar fair process.

Approved:

Approved for presentation to council:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Administrative Assistant

Approved as to form:

Approved:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Auditor

ATTY BFB:nmj 6/15/2005

STATEMENT OF PURPOSE: This resolution contracts with a qualified non-profit to manage the deer hunt. It also provides for a lottery to choose hunters if too many apply for permits, which is similar to what Mn/DNR does.

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

08-0317R

RESOLUTION GOVERNING THE SEASONAL DEER HUNT IN DULUTH;  
SETTING RULES AND STANDARDS; PROVIDING FOR A MANAGING  
AGENT; SUPERSEDING RESOLUTION 05-0306, AS AMENDED BY  
RESOLUTION 05-0434.

CITY PROPOSAL:

The city council finds:

(a) The ordinances of the city allow a limited and controlled archery deer harvest in the city; and

(b) The standards and rules for each hunt are determined by resolutions of the council.

NOW, THEREFORE, BE IT RESOLVED, that this resolution supercedes Resolution 05-0306, as amended by Resolution 05-0434, and the following rules and standards shall govern the deer harvest authorized by Chapter 6 of the Duluth City Code, 1959, as amended:

(a) Deer hunting by archery will be conducted in strict conformance with each and every applicable law, rule and regulation of the United States government, and the state of Minnesota, and the city of Duluth;

(b) Each participating hunter shall be licensed by the state and certified by the designated agent of the city of Duluth and shall have paid all required fees and met the standards for certification. The fee for each city certificate for each year's hunt shall be set in accordance with Section 6-77(e)(2) of the Duluth City Code, payable before any hunting is undertaken by the certificate holder. Payment shall be made to the chief administrative officer or his/her designee, or to the collecting agent designated by the council in a hunt management contract;

(c) Each hunter shall execute and legally bind himself or herself to an agreement, on a form approved by the city attorney, to repair or pay for any injury to person or damage to property of another that arises out of the hunter's activities in hunting for deer or related to participating in the deer hunt, and to defend and indemnify the city and its agent for any claims against them which

arise out of the hunter's activities related to participating in the deer hunt, directly or indirectly;

(d) Within 48 hours of taking a deer, each hunter shall report, on a form acceptable to the hunt manager or, if none, the chief administrative officer or his/her designee, the time and place taken, gender of deer and any other relevant information requested;

(e) The hunt shall run concurrent with the state of Minnesota's bow hunting season;

(f) The areas within which, subject to the laws and ordinances that apply, hunting can take place are those indicated on the map or maps on file with the clerk as Public Document No. \_\_\_\_\_;

(g) The hunt shall be managed by a person or organization chosen by the city council and awarded, by council resolution, a contract to manage the hunt. This contractor shall be the designated agent for the chief administrative officer or his/her designee in managing the hunt. If there is no such hunt management contractor, then the hunt shall be managed by the chief administrative officer or his/her designee. Under any circumstances, the law enforcement officers of the city, state and federal government retain their jurisdiction. The hunt management agent's rules and rule book apply and are enforceable regulations of the hunt;

(h) During a season, no person shall be allowed to harvest a buck deer unless that person has previously harvested at least one antlerless deer within Duluth city limits and in complete accordance with the hunt's regulations. Antlerless is defined by the state as those deer without an antler greater than three inches long;

(i) Hunting from tree stands is allowed. Each stand platform must be a minimum of 12 feet above ground except in areas where ground blinds have been approved for use by the city council and described in the hunt management agent's ground blind policy and the agent's rule book;

(j) The total number of certified hunters participating and the number

allowed to hunt in any area shall be limited to that needed to attain the objective and that can do so safely, as determined by the manager of the hunt. If there are more qualified hunters than are needed, a lottery or similar fair process shall be used to select which individuals will participate.

The manager of the hunt shall assign certified hunters to hunting areas which shall be done by a lottery or similar fair process;

(k) This resolution continues in force until superceded by another resolution governing the seasonal deer hunt in the city.

Approved:

Approved for presentation to council:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

Approved:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Auditor

PARKS & REC/ATTY    BFB:nmj    5/13/2008

STATEMENT OF PURPOSE: This resolution sets standards and rules, times and places for the annual deer hunt and provides for a managing agent.

DEER MANAGEMENT SERVICE AGREEMENT  
EXPENSE REIMBURSEMENT FORM

Date Of Expense	Vendor	Amount
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Total Reimbursement Request

0.00

I declare under the penalties of law the expenses listed above are just and correct and that no part of it has been paid.

Date	Agent Authorized Signature
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Make Reimbursement Request With Supporting Documentation to:  
City Auditor's Office  
411 West 1st Street, Room 107  
Duluth, Minnesota 55802

**REIMBURSEMENTS**

Requests must exceed \$100 except for the final request which must be submitted no later than January 1, 2007.

**SUPPORTING DOCUMENTATION**

Include copies of vendor issued receipts. Credit card receipts are not acceptable

Requests for mileage reimbursement must include a detailed log listing origin, destination, travel date, miles traveled and an explanation of the business purpose of the travel.

# Deer Management Hunt, City Limits of Duluth, MN

## RULES & INFORMATION

**The Duluth City Council established requirements for archery hunters wishing to participate in a Deer Management Hunt within the city limits of Duluth, Minnesota.**

Hunters are required to:

1. Register as a member on the Arrowhead Bowhunters Alliance (ABA) website ([www.bowhuntersalliance.org](http://www.bowhuntersalliance.org)) and apply online for the Deer Management Hunt. Within the application process, hunters may select up to two (2) designated hunt areas (DHAs) in order of preference, provide their National Bowhunter Education Foundation (NBEF) confirmation number, and other such information as requested. Hunters will receive an ABA hunter confirmation number, which will be used to assign hunters to DHAs in a lottery and throughout the hunt to track harvest and DHA placement. This ID number must also be placed on each hunter's tree stands.
2. Successfully pass a NBEF approved Bowhunter Education course. The NBEF will provide the hunter with a card and ID#, which will be required in the application process.
3. Pass a shooting proficiency test established by the ABA. Hunters will be required to take the test using the same bow and arrows they intend to use during the actual hunt. At this point in time, hunters will be required to test with field tips instead of the broadheads they intend to use in the field.
4. Attend a mandatory orientation meeting to learn of the general hunt rules and to coordinate with other hunters and the Hunt Coordinator for the hunter's assigned DHA.
5. Read, understand and follow the rules outlined on the following pages.
6. Hunters will personally sign a statement and unconditionally agree to follow the Bow Hunters creed, as well as other conditions set forth in this rulebook.
7. Hunters will sign a waiver of liability against both the ABA Board and all individuals and officers operating on the behalf of the ABA Board. Hunters will waive the right to sue the ABA Board, all officers of the Board, and all individuals operating on behalf of the ABA Board.

## EXHIBIT C

**Arrowhead Bowhunters Alliance**  
**Deer Management Hunt**

**Rules & Information**

This hunt is being held to reduce the overall deer population within the Duluth City Limits. The Duluth City Council has created Ordinances and Resolutions allowing archery hunting within the Duluth City limits in approved areas, as designated and delineated in DHA maps, specifically for the use of managing and controlling the whitetail deer population. The Duluth City Council, as well as the general public, is closely monitoring this hunt. All participating bowhunters are required to follow the rules and to demonstrate through their actions a positive image of bowhunting and of hunters. Any hunter found in violation of the rules established by the Duluth City Council, the MN DNR, and / or by the ABA will have their privilege of participating in this Deer Management Hunt revoked immediately. Further, any hunter cited by either MN DNR Conservation or Duluth Police for any violation whatsoever, be it a game or even a non-game violation, while participating in any activity related to this hunt will have their privilege of hunting in Duluth revoked immediately, pending a review by the ABA Board. Hunters will not be allowed to hunt in any future hunts within the Duluth City limits for an indefinite period of time. The ABA Board will determine the duration of any suspension after a review of the circumstances and severity of the violation. Even if found not guilty in a court of law, hunting privileges within Duluth may, or may not, be reinstated depending upon the circumstances of the offense and the decision of the ABA Board. All decisions by the Board are final and will be accepted by the hunter.

**Board Member Authority.**

- Any member of the ABA Board may immediately suspend any participating hunter(s) hunting privileges if they have reason to believe a safety violation has occurred or will occur if the hunter continues to hunt; a law violation has occurred or will likely occur, relating to hunt participation in any way; or the hunter is becoming a nuisance hunter with other hunters and/or the ABA Board.
- The ABA Board will subsequently review any such actions and render a final decision as soon as is feasible but not before the next scheduled Board meeting.
- Any hunter removed for cause from the hunt has 72 hours to remove all their hunting equipment (stands, stairs, climbing sticks, ground blinds, etc) from all DHAs, both public and private.

**Appeals Process.**

- Any hunter that believes they have been unfairly treated or removed from the hunt may appeal their case in writing to the ABA Rules Committee Chairman within 15 days of their suspension.
- Hunter requesting further clarification of hunt rules may also present a written request to the Rules Committee to seek clarification on any rule contained in the ABA Rule Book.
- The Rules Committee will review all written requests and render decisions on them on not less than a monthly basis. Until they have issued a ruling, the original Rule Book or decision will stand in effect.
- In the event the Committee upholds a Board decision to remove a hunter, then a hunter may appeal the decision to the City Administrator / Chief Administrative Officer of the City or his/her written designee.
- The decision of the City Administrator will be final.

The ABA website ([www.bowhuntersalliance.org](http://www.bowhuntersalliance.org)) includes a link to the Duluth City Council Ordinance and Resolution pertaining to this hunt. All participating hunters are responsible for reading both documents and following the rules. Hunters are further required to report any violations of these rules to their Hunt Coordinator (HC) and the appropriate authorities immediately.

Violations of the following Rules are categorized as either A, B, or C, and are further identified at the end of this document.

Hunters are required to know, understand, and to follow explicitly the following rules:

1. **Archery Only (CAT: A).** Participating hunters are allowed to use only archery equipment consistent with the rules and regulations established by the Minnesota Department of Natural Resources (MN DNR) to harvest deer from within the Duluth City limits. No firearms are allowed due to city Ordinances. Only whitetail deer may be lawfully harvested in this hunt. No other animals or birds may be harvested.
2. **MN DNR Regulations (CAT: A).** Hunters are required to observe all game regulations and laws established by the MN DNR, as outlined in the Archery Deer Hunting section of their regulation booklet. All hunters must possess a current valid MN Archery license to participate in the hunt.
3. **Bowhunter's Creed (CAT: B).** Each hunter is required to have passed a Bowhunter Education Course. Part of that course includes signing a pledge to follow the National Bowhunter Education Foundation (NBEF) Bowhunter's Creed, which states:

*I firmly resolve, without reservation, to uphold the following bowhunting principles:*

- *I will support the national, state, and provincial regulatory agencies and conservation organizations in the propagation and management of all game.*
- *I will, at all times, actively support and promote hunting with the bow.*
- *I will abide by current game regulations and at all times conduct myself as a sportsman so as not to bring discredit to the bowhunting community.*
- *I will respect all landowners' rights.*
- *I will assist all bowhunters in locating places to hunt, but I will not impose myself knowingly on another bowhunter.*
- *I will enjoy the challenge of the hunt and will study the habits of the game I hunt.*
- *I will use legal archery equipment and will search long and diligently to track down and recover any wounded game.*
- *I will not undertake or commit any act that could be considered as detrimental to the ancient and honorable art of bowhunting.*

The Bowhunter's Creed outlines the basis for many of the ABA rules that apply to this hunt.

4. **Designated Hunting Area (DHA) (CAT: B).** Each hunter will be assigned to one DHA (hunting zone) in a lottery process established by the ABA and approved by the City.
  - Hunters are allowed to hunt only within their assigned DHA, unless the hunter has signed permission to hunt on private land within any of the other DHAs established by the Duluth City Council. This permission slip must be in possession of the assigned DHA Hunt Coordinator prior to hunting the private lands.
  - If the hunter has permission to hunt on private land within a DHA other than their assigned one, the hunter will be restricted to hunting only within the borders of that private land. They will not be allowed to hunt on public land within the DHA where the private, permission-granted land is located unless authorized in writing by the ABA and the HC of the respective DHA.
  - Hunters may be allowed to change zones after a set date, to be determined by the ABA. The hunter must contact the HC for the DHA they wish to move into and hunt. The HC will determine if the zone can support an additional hunter. (See also "Hunt Zones Vacancies" requirements listed below as well.

- In the event a DHA becomes overly burdensome to manage because it has too many hunter conflicts or it is presenting a negative image of the hunt to the public, the ABA Board reserves the right to reduce the number of hunters in the DHA or to close it for up to the remainder of the season.
  - The ABA Board reserves the right to not reassign hunters from a closed DHA for the remainder of the hunting season. Hunter conduct must be beyond reproach and the welfare of the entire hunt will not be sacrificed for a “problem” zone.
- 5. Trespass Law (CAT: B).** The Duluth City Council has established the DHAs for the Deer Management Hunt. These DHAs include both public and private land.
- All participating hunters are required to be aware of public and private land borders within the DHAs that they will be hunting.
  - MN Trespass Law is outlined clearly within the MN Hunting Regulations booklet. All participating hunters are responsible for understanding MN Trespass Law, and may be subject to fines or prosecution if found in violation of MN Trespass Law.
  - The maps provided to the hunters by the City contain the most current land information available, and differentiate between public and private land ownership. These maps are not guaranteed to be 100% accurate. It is the hunter’s responsibility to know the ownership of the land they are hunting.
- 6. Tree Stands (CAT: B).**
- Tree stands can be installed no earlier than 1 September on public lands.
  - Within the Late Season DHAs, stands are not allowed to be placed in the woods until after the Late Season DHA opens, and not prior.
  - No more than 2 stands may be installed per hunter per zone on public land. There are no restrictions on the number of stands allowed on private land.
  - Climbing stands and ground blinds will not be counted in this total. The intent is to encourage harvest of deer. If left in the public woods overnight, e.g. chained to the base of a tree, then they will count against the hunter’s limit of two stands on public lands.
  - The ABA and the National Bowhunter’s Education Foundation (NBEF) strongly recommends that only TMA rated tree stands be used by hunters.
  - Hunters are only allowed to hunt from tree stands installed a minimum of twelve (12) feet up from the base of the stand tree. Ground blinds are excluded from this requirement, but are subject to additional regulations in Section 7.
  - No tree stand or ground stand may be located within 50 feet of the border of the private land for which the hunter has written landowner permission, without the written landowner permission of the adjacent land owner. If the hunter has permission from the adjacent landowner, the hunter may erect a permanent or portable tree or ground stand within 50 feet of the property line for which the hunter has written Landowner Permission.
  - Hunters are required to place their hunter ID# on their stand, visible from either the ground or from climbing up the tree, but in an obvious spot.
  - Further, hunters are required to remove their tree stands either;
    - 1) When done hunting for the season;
    - 2) When making a permanent move to another DHA; or
    - 3) **At the end of the State season, no later than 15 January.**
  - **Any stand or hunting equipment, not including deer cameras, left on public property after 15 January following the end of the season will be considered abandoned and it may be confiscated by the ABA or its designee, and the**

**owner may receive up to a one year suspension from the Duluth Bowhunt.**

7. **Ground Blinds (CAT A).** The ABA will allow ground blinds only within DHAs 1, 2A, 3A, 4A, 7B, 20A, 20B, and 20C on public lands. Ground blinds will be allowed on private property as described below. Hunters are reminded that the use of ground blinds is a privilege, one that can be revoked at any time by the ABA Board and / or the City of Duluth. **Safety of both the hunter and the City residents is paramount and under no conditions should safety be jeopardized for the sake of taking a deer.** If a hunter is in doubt, don't setup.

*Ground blinds must comply with the following constraints:*

- Only commercially produced, portable, tent-type, blinds in good repair, will be allowed.
- The Hunter ID Number will be visibly and clearly attached to the exterior of the blind.
- Duct Tape, or similarly durable tape, with large printed numbers will be used, with Hunter ID numbers clearly written in permanent black ink.
- Numbers will be a minimum of 1.5" high. The intent is to clearly and easily identify the hunter who is using the blind.

*Ground blinds must comply with the following Setbacks:*

- Blinds must be at least 200 feet from the nearest trail, road, or other route routinely used by humans.
- Blinds will not be set within 200 feet of any dwelling or other building occupied by or for human habitation or the storing of animals without that property owners consent.
- No tree stand or ground stand may be located within 50 feet of the border of the private land for which the hunter has written landowner permission, without the written landowner permission of the adjacent land owner. If the hunter has permission from the adjacent landowner, the hunter may erect a permanent or portable tree or ground stand within 50 feet of the property line for which the hunter has written Landowner Permission.

*Hunter Declaration:*

- Every hunter that intends to use a ground blind must notify in writing their intent to the ABA Board and receive explicit approval to use ground blinds from the ABA Board prior going afield with a blind. Notification will identify the DHA, approximate location within the DHA, and / or the address of the private land along with the DHA where the ground blind will be erected.
- Hunt Coordinators will be provided complete listings of all hunters permitted to hunt with a ground blind in their DHA.
- Only one ground blind is allowed per approved hunter on public property, and will be removed every evening.
- Hunting within 50' feet of private land to which you don't have access is not permitted and may subject you to removal from the hunt.
- **Again safety and fairness to other hunters is paramount.**

*Use of Ground blinds on Private Property:*

- All of the above placement and identification conditions apply to ground blinds used on private property.

- In addition, providing the parcel is at least 5 acres or larger, ground blinds may be used by a hunter who has permission to hunt the property inside a designated DHA but the blind must be set up so as not to infringe upon those hunters drawn to hunt on the public property of the DHA.
- Hunters will not erect a ground blind on private property within 50' feet from the property edge, as this would likely be an encroachment of others hunting on the public land within the DHA. An Exception to this would be, if the hunter is hunting private property abutting public property, and he/she is also one of the hunters drawn for that particular DHA, then he/she may set up within 50 feet of the private / public property edge within a that particular DHA.

*Additional Cautions and Warnings:*

- Under no circumstance will make-shift or improvised blinds or hunting on foot be permitted. Violation of this rule will result in immediate suspension from the hunt and possible loss of future hunting privileges in the Duluth Hunt.
  - In addition, no hunter, except for the designated hunter may hunt from the blind unless it is approved by the ABA Board in advance thru the respective Hunt Coordinator.
  - The ABA Board reserves the right to revoke or rescind any and all ground blind hunting in a DHA or all DHAs, if it is deemed to be a threat to safety.
  - Any ABA Board member may immediately revoke a hunter's permission to hunt from a ground blind. The Board member will then notify the other Board members and a final decision will be rendered.
  - Hunt Coordinators may also suspend any hunter from otherwise permitted ground blind hunting in their DHA if a safety violation is present. The Hunt Coordinator will immediately notify the ABA Board of the factual details of the situation and the ABA Board will make a final determination on the matter.
8. **Clearing of Shooting Lanes (CAT: B).** Hunters may prune saplings up to 3" when creating shooting lanes for hunting. Participating hunters in this hunt are encouraged to perform a **minimum** amount of pruning to open up shooting lanes. Hunters are asked to use natural shooting openings as much as possible and to minimize any pruning and impacts to the vegetation surrounding the stand location. Hunters are to make as little impact on property as is possible while hunting. If hunting private land, a hunter must obtain landowner permission before any trimming or pruning is done-be respectful of others property.
  9. **Stand Safety (CAT: A).** Hunters are required to wear a full body harness attached to the tree while on stand. Hunters are encouraged to use a climbing belt or climbing system which attaches to the tree or a safety line while climbing up to or down from their tree stands. All hunters are to positively identify their target, and to be aware of what is beyond their target, prior to taking any shot.
  10. **Buffer Zones (CAT: B).** On public lands within the DHAs, hunters may set-up no closer than 400 feet from occupied buildings, or 200 feet from designated walking or hiking trails. On private lands, permission must be received from the landowner to hunt closer than 400 ft. from occupied buildings.
  11. **Arm Bands (CAT: C).** All participating hunters are required to wear an arm band that is visible at all times while involved in any hunting activity related to the Deer Management Hunt.

- These bands have a clear plastic pocket to hold an identification card, which includes the hunter number and assigned DHA.
  - Hunters will wear their arm bands while involved in activities including, hiking to and from tree stands, scouting hunt areas, and while sitting on stand.
  - There is a \$20 replacement fee for lost or stolen armbands.
- 12. Parking (CAT: C).** Hunters may not park in any area that might disturb the flow of traffic or damage public or private property. Likewise, hunters are not allowed to park within designated and posted no parking zones.
- 13. Cooperation (CAT: C).** Hunters need to keep in touch with fellow hunters within their DHA, and to coordinate hunting efforts. Hunters should be aware of where fellow hunters are hunting. By keeping in touch, hunter crowding can be avoided so that the maximum number of deer may be harvested. Hunters are to be respectful and cooperative with their fellow hunters.
- 14. Earn-A-Buck Requirement (CAT: A).** The primary purpose of this hunt is to reduce the deer population within the Duluth City Limits. The most effective way to achieve this result is to reduce the number of females within the herd. In order to produce the greatest reduction on future deer populations within the Duluth City Limits, the Duluth City Council is requiring hunters to first harvest, register, and report to the ABA an antlerless individual. Only after a hunter personally harvests and reports an antlerless animal to his/her assigned Hunt Coordinator will that hunter be allowed to harvest an antlered buck. *“Antlerless” is defined by the MNDNR as those deer without an antler at least three (3) inches long, and is meant to include adult and fawn females, and fawn males.*
- 15. First Doe Harvest (CAT: A).** Hunters are required to harvest their own first antlerless deer. Hunters are not allowed to harvest or tag another participating hunters first antlerless deer. *Violation of this clause will result in forfeiture of hunting privileges for both parties for the remainder of the season.*
- 16. Party Hunting (CAT: A).** Participating hunters will be required to adhere to MN DNR regulations regarding party hunting.
- Specifically, in order to party hunt, hunters will have to be out in the field together and be within vocal contact.
  - Party hunting will only be allowed for hunters already having harvested and registered their first doe from within the City of Duluth.
  - Participating hunters are not allowed to harvest and tag deer with tags owned by hunters not registered with the ABA and participating in the Deer Management Hunt.
  - **Furthermore, the Duluth City Council has passed an Ordinance stating that participating hunters will not be allowed to party hunt for bucks.**
- 17. Shot Placement (CAT: B).** Hunters are to only take shots that are within personal capabilities, i.e. know your effective range and stick to it.
- *Hunters must not attempt shots beyond known effective ranges; doing so risks needless wounding of animals and may jeopardize support for this hunt by the general public.*
  - Hunters are strongly encouraged to practice regularly and to be confident in their

equipment and in their capabilities.

- Hunters are asked to shoot as many antlerless deer as they have tags for and to make sure they do so only when a good, ethical shot opportunity presents itself.

**18. Retrieve all Deer (CAT: B).** All deer need to be recovered. Hunters are required to use all available means to ensure that all arrow-hit deer are retrieved.

- Hunters are asked to recruit fellow hunters to help track deer, or to contact their HC if they are having difficulty finding assistance.
- If wounded deer travel onto private land, hunters are asked to contact the landowner for permission to enter their property to retrieve the deer.
- If permission cannot be obtained, hunters will need to contact the Duluth City Police Department and have an officer accompany the hunter onto the private land.
- Deer are to be removed as quickly and as discreetly as possible. Landowners need to be thanked for allowing hunters to enter their property.
- Un-recovered deer: If a deer is wounded and not recovered within 24hrs, you must notify your hunt coordinator and report the geographic area where the animal was last seen.

**19. Remove Gut Piles (CAT: B).** Hunters are required to remove the entire deer from the woods, including the entrails. If it is not possible to remove the deer in the whole, hunters are required to haul out the entrails and remove them from the area after field dressing. Always have a supply of contractor-grade garbage bags available in your vehicle. If field dressing a deer on sight, hunters should use leaves and dirt to cover blood spilled on the ground. The goal is to avoid other animals dragging gut piles onto city streets or into public use areas. Note, even when hunting on private lands you are expected to remove gut piles. This is a volatile issue with the non-hunting public and violation of this rule risks jeopardizing the entire hunt concept for all hunters.

**20. Be Discreet in Transport (CAT: C).** Hunters are to avoid making dead deer visible to the general public while in transit. This includes covering deer with a tarp, if necessary, while in your vehicle. The goal is to keep the public unaware that the hunt is taking place.

**21. Reporting Harvest (CAT: B).** The hunter must report the harvest of all deer within 48 hours to their originally assigned HC. If hunters are participating in the hunt on private lands within several DHAs, the hunters are still responsible for reporting their harvest to their originally assigned HC. *Failure to report your harvest is a serious violation of one of the key tenets of this hunt. Every effort must be made by the hunter to report a harvested animal to his/her HC* **Filling out the on-line Registration Form does not satisfy the requirements of notifying and reporting to your HC.**

**22. Avoid Confrontation. (CAT : A)** If a hunter is approached by anti-hunters or others who attempt to engage the hunter in a debate about hunting or the Deer Management hunt, participating hunters are not to argue or debate the public. This means both in and out of the woods. This is a losing battle. Hunters are to say nothing and leave the area. The goal is to avoid any bad publicity that may reflect poorly on the Management Hunt, on bowhunting, or on all hunters. All confrontations are to be reported to the hunter's HC. Be aware that the MN DNR Regulations state that hunter harassment is illegal and any harassment should be reported to the MN DNR. The hunter and their HC can decide whether the confrontation merits an official report to the MN DNR. Review the DNR

harassment information on the MN DNR website or in the regulations booklet.

- 23. Report Violations (CAT: B).** If a participating hunter observes another hunter violating any of the hunt rules, or if an unauthorized hunter is observed within the DHA, hunters are required to report it as soon as possible to the HC for that DHA. The hunter and the HC may decide to contact the area DNR Conservation Officer or the Duluth City Police. Either the HC or hunter needs to notify the ABA Board of any violations.
- 24. Hunt Zone Vacancies (CAT: A).** If hunters change DHAs by ABA and HC approval, or discontinue hunting in their assigned DHA, hunters are required to notify their original HC as soon as possible. The HC can then allow other hunters to be assigned into any vacancies. This will maximize hunter coverage in all hunt zones throughout the hunt period.
- If hunter has not taken **three antlerless** deer prior to switching to a new zone or to a Special Late Season Hunting Zone, he or she must **personally** harvest an antlerless deer in their new zone before they may harvest an antlered deer.
  - Unauthorized zone switching is strictly prohibited.
  - Only properly assigned hunters may hunt within a DHA.
  - Guest hunters are not allowed.
- 25. Game Violations (CAT: A).** Participating hunters cited for any violation, either game or non-game, in the Duluth Hunt by either the MN DNR or by the Duluth Police Department must to notify their HC within 24 hours. The HC will notify the ABA Board.
- Failure to notify the HC and the ABA Board will result in immediate termination of the rights and privileges to participate in this Deer Management Hunt.
  - Upon receiving the citation from the officer, hunt privileges are immediately suspended until the case has been adjudicated. Reinstatement into the Duluth Hunt is not guaranteed and it will depend upon a review of the circumstances by the ABA Board.
- 26. Baiting / Feeding of Deer ( CAT: A).** The Duluth City Council has passed an Ordinance banning the feeding of whitetail deer within the Duluth City limits. This applies to homeowners, landowners, and hunters. Hunting over bait, as defined by MN State Statute and outlined in the MN DNR regulation booklet, is a crime.
- Any landowner / homeowner living within the Duluth City limits that is caught feeding deer at any time of the year will immediately become ineligible to participate in the Duluth Deer Management Hunt for two years. If the individual is already a participating bowhunter, they will immediately lose their hunting privileges, and will be ineligible to apply for two seasons.
  - Being “caught” feeding does not imply that the Duluth Police Department has issued a citation for such offense. Being “caught” can simply be having an ABA Board member visually observe a feeding pile, taking a picture, and confronting the offender. At that time, the offender will be notified of their loss of hunting privileges.
  - Any hunter caught hunting over or in the vicinity of bait by the ABA, their Hunt Coordinator or by a Law Enforcement official will immediately forfeit their hunting privileges. The ABA Board and / or the Hunt Coordinators will immediately notify the MN DNR of any suspected baiting issues, and are expected to fully cooperate with law enforcement throughout the investigation.

- In the event a hunter is convicted of baiting, or an ABA Board Member personally witnesses the baiting activity, or it can be reasonably proven it occurred, a hunter will permanently forfeit their Duluth Hunting privileges.
- Fellow hunters are required to report any incidents of baiting to the MN DNR (TIP Line) immediately. Failure to do so may result in the hunter losing their privileges as well.
- **This is a zero tolerance issue!**

**27. Hunt Code Violations (CAT: Depends on Issue).** The ABA Board reserves the right to conduct its own investigations regarding possible violations of the rules of the hunt, the hunters Code of Conduct, as well as any violations of the City of Duluth Code or MN DNR. The ABA may remove and/or bar hunters from current or future hunts, regardless of formal legal proceedings, or charging, for which the ABA is or would potentially be under contract with the City. It is a privilege to hunt in this hunt, not right and the ABA will hold participating hunters to the highest standards of ethical hunting conduct possible.

Any hunter removed for cause from the hunt has 72 hours to remove all their hunting equipment (stands, stairs, climbing sticks, ground blinds, etc) from all DHAs, both public and private.

**28. Hunter Orientation Night (CAT: A).** All participating hunters must attend a mandatory hunter orientation briefing which will be scheduled by the ABA prior to the opening of the annual hunting season. Exceptions may be made on a case-by- case basis by the ABA President with prior knowledge of the ABA Board of Directors, if the requesting hunter has been a successful and highly responsible participating hunter in prior Duluth hunts that were managed by the ABA. Such requests must be made in writing and received at least two days prior to the scheduled orientation meeting. Active duty military personnel who are deployed overseas and/or valid family emergencies will also receive special consideration by the ABA Board.

The focus of these meeting is to ensure each hunter personally meets with fellow hunters who will be in their DHA and to help build the spirit of cooperation as well as geographic awareness of where other hunters plan to be. Special note: If a hunter is granted an exemption from the orientation meeting and then proceeds to create problems with a zone, that hunter will be immediately removed for the season.

**CATEGORY A Offense:** Compliance is critical to success of hunt, ensures the safety of hunter and/or general public, and helps maintain the image of the hunt within the community.

**Penalty:** Immediate suspension from hunt for remainder of season and possibly a subsequent season(s) depending on severity of incident and if there were aggravating circumstances or multiple offenses by the hunter(s).

**CATEGORY B Offense:** Compliance is necessary to ensure a safe and effective hunt yet violations itself does not seriously jeopardize the safety of the hunter or severely tarnish the public image of the hunt.

**Penalty:** Verbal Warning up to a single season suspension. Aggravating circumstances or multiple offenses could result in use of more serious punishments.

**CATEGORY C Offense:** Relatively minor in nature, and does not risk safety of hunter or others and poses very low possibility of harming the public image of the hunt. These offenses focus on hunter behavior during the hunt and while transporting game.

**Penalty:** Verbal warning on first offense. Verbal warning up to 1-week suspension on 2<sup>nd</sup> offense. Full season removal and possibly an additional season for three or more violations. Aggravating circumstances or multiple offenses may result in more stringent punishment such as those used in CAT B or A may be invoked.

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**Final Note:** These rules are designed to help layout a framework for a safe and effective hunt. The ABA Board reserves the right to act on any matter regarding the safety and/or effectiveness of this hunt without the prior consent of participating hunters. Our goal is to safely reduce the Duluth deer herd in a highly responsible and cost efficient manner. We believe this can be done while also insuring fair and equal opportunity for our hunters.

Have a safe and effective hunt. We hope you enjoy this wonderful hunting opportunity.

Good luck.