

Exhibit A

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

This Agreement, effective as of the date of attestation by the City Clerk (the "Effective Date"), is by and between the City of Duluth, a Minnesota municipal corporation, hereinafter referred to as "City", and the Arrowhead Bowhunter's Alliance Inc., a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as ("Agent").

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 2018 with options for years 2019, 2020 and 2021. 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 no 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 15th; 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 in the ABA Rules & Information Manual (ABA Manual) for each participating hunter to read, understand and follow and attached hereto as 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. Agent 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. City shall be informed of the identities of each hunter who has paid the fee no later than August-1st or within fifteen 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 15th.

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 15th. 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 Effective Date to March 15, 2019, unless earlier terminated as set out herein. At any time within 90 days of March 15 annually, the CAO, his/her designee, or the Mayor, may renew this contract for a period not to exceed three additional year terms, the last of which would end March 15, 2022. 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.

d. The parties agree that 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 in accordance with the rules set forth in the ABA Manuel attached hereto as Exhibit C.

e. 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.

f. 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.

g. 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 \$1,000,000 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 provided 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 attorney's 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, 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
Duluth, MN 55802

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.

CITY OF DULUTH

By _____
Mayor

AGENT

By _____
Its _____

Attest:

City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

Exhibit A

(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:

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.

Arrowhead Bowhunters Alliance
Deer Management Hunt for
Duluth, Minnesota

RULES & INFORMATION MANUAL

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Part I. INTRODUCTION

A. Purpose. The purpose of this document is to outline the rules governing archery deer hunting within the city limits of Duluth, Minnesota.

Archery deer hunting within the City of Duluth is permitted only for hunters who have registered with the Arrowhead Bowhunters Alliance, and successfully completed the application and selection process described in this document and on the Arrowhead Bowhunters Alliance Website, prior to the application deadline for that season. Detailed information can be found at <http://www.bowhuntersalliance.org/> The rules contained in this manual are consistent with those approved by the City of Duluth, authorizing the taking of deer with archery equipment within the City Limits of Duluth, Minnesota as part of its Deer Management Hunt.

The rules outlined in this manual are intended to facilitate a safe, ethical, and effective archery deer hunt within the city limits of Duluth, Minnesota, while minimizing the potential for conflict with the non-hunting public, landowners, or other land users. While all hunters must follow all applicable municipal, local, federal and state laws, including Minnesota game laws, all hunters must also abide by the rules outlined in this manual.

Anyone found in violation of any rule in this manual, or any other applicable law in conjunction with participation of this hunt or other hunting activities, may lose their eligibility to participate in the hunt in the current and/or upcoming season(s). In addition to specific hunt rules stated in this manual, all hunters shall also abide by the Bowhunter's Creed.

B. Bowhunter's Creed. The National Bowhunter Education Foundation (NBEF) Bowhunter's Creed sets the ethical standard that all Hunters participating in this Hunt must follow. The Bowhunter's Creed 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.*

Part II. GENERAL INFORMATION

A. All hunters shall comply with all relevant portions of the current MNDNR "Hunting and Trapping Regulations Handbook" (MNDNR Regulations), and shall possess a current, valid Minnesota archery deer license.

B. In addition to the MNDNR Regulations, hunters shall comply with the rules and regulations contained within this City of Duluth Rules and Information Manual (ABA Manual). In the event there is a conflict between the MNDNR Regulations, the ABA Manual and the City of Duluth Ordinance that pertains to this hunt, the more restrictive regulation will prevail unless an official written communication from the ABA is obtained.

C. The official means of communication in this hunt is email. Hunters are responsible to check email regularly for various notifications.

D. The official source for City of Duluth hunt information is located on the ABA web site located at: <http://www.bowhuntersalliance.org/>

E. The official mailing address of the ABA is:
PMB 346, 23 West Central Entrance, Duluth, MN 55811.

F. Entry into this archery-only hunt requires the completion of the steps identified in the ABA Application Process Requirements section on the ABA web site. These requirements include: passing an annual proficiency test, online application, paper application materials being received at the official ABA mailing address by June 30th, (or postmarked by June 23rd), and attending a mandatory hunter orientation session.

G. Hunters requesting clarification of any hunt rule may send an email to the official ABA email address. All official communication with the ABA must come through the official ABA email address. The email address is infoduluthhunt@gmail.com

H. Any hunter finding what they suspect is an illegal stand, or a stand they suspect is on public land after January 15th should send an email to the official ABA email address describing the date the stand was found, the DHA, GPS coordinates of the stand, a photo of the stand, Hunter ID #, stand tag #, and any other pertinent information. **DO NOT** take the stand down.

I. The following rules shall be followed:

1. Baiting / Feeding of Deer. The Duluth City Council has passed an Ordinance banning the feeding of white-tailed deer within the Duluth City limits. This applies to homeowners, landowners, and hunters. Any person that is caught feeding deer within the Duluth City Limits at any time of the year may immediately become ineligible to participate in the Duluth Deer Hunt for two years. If the individual is already a participating ABA bowhunter, they may immediately lose their hunting privileges, and may be ineligible to apply for a minimum of two seasons. All hunters are required to report any incidents of suspected deer baiting to the official ABA email address within 24 hours of observation. Failure to do so may result in the hunter observing the suspected deer baiting losing their privileges as well. Baiting/Feeding of deer is a zero tolerance issue!

2. Parking. Hunters may not park in any area that might disturb the flow of traffic or damage public or private property.

3. Off-highway Vehicles. The use of Off-highway vehicles is prohibited on public lands by Duluth City Ordinance.

4. Cutting of Shooting Lanes. Hunters are required to be as discrete as possible when cutting vegetation for shooting lanes. No gasoline powered equipment may be used for cutting vegetation. On public lands, hunters may not prune woody vegetation larger than 3" diameter at ground level. On private lands, all trimming of shooting lanes must be discussed with the landowner in advance and done with the landowner's knowledge and consent.

5. Stand Safety. Hunters are required to wear a full body harness attached to the tree while on stand. Hunters are encouraged to use a climbing system which attaches to the tree or a safety line while climbing up to or down from their tree stands.

6. Avoid Confrontation. 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. Hunters are encouraged to document all alleged harassment with photographic or video equipment. All confrontations are to be reported to the ABA.

7. Report Violations. If a participating hunter observes another hunter violating any of the hunt rules, or if a suspected unauthorized hunter is observed within the DHA, hunters are required to report it as soon as possible to the HC for that DHA. Either the HC or hunter must notify the ABA through the official ABA email address within 24 hours of the

incident.

8. Earn-a-buck / First Antlerless.

Hunters are required to first harvest and register an antlerless deer prior to harvesting an antlered deer. Hunters are not allowed to harvest or tag another Hunter's first antlerless deer. Any hunter who is found to have registered a fictitious (or "phantom") deer will be removed from the hunt immediately. No Hunter will be allowed to harvest more than one antlered deer per year in this hunt. After November 30th, any ABA authorized hunter who has not harvested an antlerless deer in this hunt may harvest an antlered male without having first harvested an antlerless deer.

9. Retrieve all Deer. All hunters must make every effort legally possible to recover deer they have shot. If a wounded deer's trail becomes sparse, know when to back out and wait, and/or ask others for help. If a wounded deer travels onto private property, hunters must 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 Police Department and have an officer accompany the hunter onto the private land. Deer are to be removed as quickly and as discretely as possible. If a deer is wounded and not recovered within 24 hours, you must notify the ABA through the official ABA email address to report the geographic area where the wounded deer, or wounded deer sign was last observed. Before tracking a deer outside of a DHA or Hotspot, the hunter is required to contact the ABA through the official ABA email address, and the Hotspot Coordinator if applicable. In addition, in all cases, the hunter must contact the Duluth Police Department via 911 and tell the dispatcher this is a non-emergency issue. Tell the 911 Dispatch the approximate location of the deer, and that there may be several individuals out looking. Failure to contact 911 will result in the hunter's immediate removal from the Hunt.

10. Party Hunting. Party hunting will only be allowed for hunters already having harvested and registered their first antlerless deer from within the City of Duluth. Hunters are not allowed to harvest deer for non-participating hunters, or non-current year authorized ABA hunters. All deer harvested must be tagged by current year ABA authorized hunters. **No party hunting for bucks is allowed.**

11. Be Discreet in Transport. 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 transport.

12. Remove Gut Piles. Hunters are required to remove the entire deer from the woods, including the entrails. This applies to all lands, public and private.

13. Reporting Harvest. Hunters are required to report their harvest within 48 hours of recovery. Registration of harvested deer is a two-step process: first with the MNDNR, second with the ABA through the official ABA web site.

Part III. LANDS OPEN TO HUNTING

Hunting will **ONLY** be allowed in the lands described below. **ALL** other Public and Private lands

are **CLOSED** to hunting.

A. Designated Hunt Areas (DHAs) – Within the City of Duluth there are approximately 39 DHAs. Within most DHAs, there are both public and private lands. There are two options for hunting within DHAs:

1. Public Lands. Hunting access to the public lands within individual DHAs is capped with restrictions on the number of hunters who can hunt the public land within that DHA. No hunter may hunt public land within a DHA unless they were successfully drawn for that DHA in the lottery, placed in that DHA prior to the lottery, permitted by the ABA to hunt a late season DHA when open, or permitted to switch DHAs late-season as described below.

Public Land Vacancies. No DHA zone switching will be permitted prior to the Saturday after Thanksgiving Day. Hunters should notify their Hunt Coordinator when they are done hunting for the year if prior to the end of the season. DHA vacancies may or may not be filled at the discretion of the ABA Board.

2. Late Season DHA's. There are several DHA's that do not open for hunting until after November 15th or December 1st. See the ABA web site for details.

3. Private Lands. Unless precluded by some previous enforcement action, any current year ABA authorized Hunter may hunt private lands within any DHA, provided the hunter can meet the hunting setback distances identified in this manual, and provided they follow the Landowner Permission requirements identified below.

B. Hotspots. Hotspots are areas outside of established DHA's where the ABA has received permission from landowners to hunt. Hunting access to Hotspots is highly regulated and few Hunters will be allowed to hunt Hotspots. Hotspot rules are as follows:

1. Hunters selected will be returning hunters with demonstrated past success in the Duluth Hunt. Hunters selected will be expected to represent the bowhunting community in a positive way, and be expected to be a positive liaison between the ABA and the Duluth community.

2. Hunters will be responsible for contacting the Hotspot Coordinator to be considered for a future placement. Each Hotspot will have an individual that acts as the coordinator, and will ultimately be responsible for the placement of hunters into the Hotspot. Hotspot Coordinators are not responsible for tracking down hunters. Interested hunters are responsible for contacting the coordinator.

3. Contacting the Coordinator does not guarantee placement into the Hotspot.

4. Hotspot hunts are antlerless deer only hunts.

5. Because of the often tight quarters and the need for being discreet and unobtrusive, shots will be limited to 20 yards. Hunting spots (i.e. setback distances) will be established in coordination with the landowner and Hotspot Coordinator, and may be relaxed based upon circumstances as they arise. Safety will **ALWAYS** be paramount.

6. In many cases, hunters may be told in which exact tree stands may be hung, and can be hung nowhere else. In other cases, hunters may be limited to using ABA-placed stands and ground blinds. In fewer cases, hunters will be allowed to scout and hang their own stands. Each hunter is responsible for verifying the safety of any stand or setup that they may use.

7. Hunters will be able to use ground blinds in Hotspots only when approved by the ABA Board or the Hotspot Coordinator.

8. Each Hotspot coordinator will set up specific requirements for the reporting of harvest. Hunters participating in Hotspots unconditionally agree to file these reports with the Hotspot Coordinator. Failure to do so will result in the removal from the Hotspot, and loss of all Hotspot hunting.

9. The Hotspot Coordinator, in coordination with the landowner, will also establish and control the period(s) when the hunter will be permitted to hunt the Hotspot. The goals of these hunts are efficient harvest, safety, and minimum impact.

C. LANDOWNER PERMISSION (LOP). A hunter who wishes to hunt private land must complete Landowner Permission requirements for each private parcel prior to hunting or setting up a stand or ground blind in that parcel. The LOP requirements has two parts:

1. On-Line Registration. The parcel must be registered with the ABA on line through the ABA website prior to establishing a Hunter Setup Location.

2. Downloaded Paper LOP Form. The hunter must have a paper copy of the LOP form, signed by the landowner, in their possession or in their vehicle available for inspection immediately upon request of law enforcement or ABA officials. This form is available on the ABA website.

Part IV. HUNTER AND EQUIPMENT IDENTIFICATION

All hunting equipment identified below must comply with the Hunter and Equipment Identification requirements. The identifying Hunter ID Number must be legible, clearly visible and in a conspicuous location with numbers at least 3/4" high. Duct tape or similarly durable tape can be used with numbers clearly written in permanent ink. Alternatively, the hunter number can be written directly onto stands and climbing sticks with a metallic silver permanent marker (such as a "Sharpie").

A. Armband. An ABA-issued armband with hunter number must be in possession and visible while participating in the Hunt or related activities such as stand preparation or tracking/recovery of a wounded deer.

B. Equipment Identification. Equipment Identification requirements apply to both public and private lands.

C. Tree Stands and Climbing Sticks. An ABA Hunter ID number and a current year color coded locking tag must be on all tree stands. If climbing sticks or climbing tree stands are used and left unattended, the Hunter's ID number and locking tag shall be placed on a climbing stick or the climbing tree stand, to indicate to others that spot is hunted by another ABA hunter.

D. Ground Blinds. An ABA Hunter ID number and a current year color coded locking tag must be on all ground blinds if left unattended.

E. Arrows. All Arrows must be labeled with the Hunter's ID number. The number shall be clearly legible in a contrasting color, on both the arrow shaft within approximately 1" of the broadhead, **and** on the arrow shaft within approximately 1" of the fletching, or directly on the fletching. Acceptable methods of marking include using a permanent ink marker in a colored ink that contrasts with the arrow shaft, e.g. with a silver metallic permanent marker such as a Sharpie™ Marker, or applying a custom "arrow wrap" with the Hunter's ID number.

Part V. HUNTING METHODS

A. Archery Only. Participating hunters are allowed to use only archery equipment compliant with the rules and regulations established by the Minnesota Department of Natural Resources (MN DNR) to harvest deer from within the Duluth City limits. Only white-tailed deer may be lawfully harvested in this hunt. No other animals or birds may be harvested.

All hunting will be restricted to tree stands, or in some instances, ground blinds as identified below. Under no circumstance will hunting on foot be permitted.

B. Setback Distances. It is every hunter's responsibility to know the ownership of the land they are hunting, and where the property lines are located. On both public and private lands, no hunting is allowed within 400 feet from occupied buildings without written permission from the occupants of those buildings. No hunting is allowed within 200 feet from designated walking or hiking trails. Additionally, no hunting is allowed within 100 feet of any designated mountain bike trails. Under no circumstances will any hunter be allowed to shoot across or down any designated walking, hiking or mountain bike trails. No tree stand or ground blind may be located closer than 50 feet to a private property line unless permission is obtained from the adjacent landowner. For setback distances in Hotspots, see the Hotspot Hunts Section of this manual.

C. Hunter Setup Locations. Collectively, tree stands and ground blinds are referred to as Hunter Setup Locations. Except as expressly permitted in this manual, a Hunter Setup Location on either public or private property is considered hunting.

1. Hunter Setup Locations can be installed no earlier than the last Saturday in August on public lands.

2. Within the Late Season DHAs, Hunter Setup Locations are not allowed to be placed in the woods until after the Late Season DHA opens.

3. No more than two (2) Hunter Setup Locations may be installed per hunter on

public land. There are no restrictions on the number of Hunter Setup Locations allowed on private land.

4. Hunter Setup Locations not left in the woods overnight will not be counted in this total.

5. The ABA strongly recommends that only TMA rated tree stands be used.

6. Tree stands must be installed a minimum of twelve (12) feet up from the base of the stand tree.

D. Ground blinds. The use of ground blinds within the City of Duluth is a privilege that is permitted on a case-by-case basis. Usage of ground blinds may not be permitted whatsoever in certain DHA's.

1. Only commercially produced, portable, tent-type, blinds in good repair, will be allowed on either public or private property.

2. Every hunter that intends to use a ground blind on either public or private property must first get written permission from the ABA, and the landowner, if applicable. Hunters must request permission from the ABA through the official ABA email address detailing the location where they want to set up the ground blind, including DHA and GPS coordinates and the dates the blind will be left in the field. In some cases, a representative of the ABA Board, or its designee may need to review the site of placement prior to granting permission.

3. Hunt Coordinators may be provided complete listings upon request of all hunters permitted to hunt with a ground blind in their DHA.

4. Safety of both the hunter and the public is paramount and under no circumstances should safety be jeopardized for the sake of attempting to take a deer.

Part VI. END OF SEASON REQUIREMENTS

All hunters are required to check in with their originally assigned Hunt Coordinator (even if there has been a DHA change) by no later than January 15th following the end of the Hunt. Hunters are required to verify the number and type of deer harvested, and the DHA of harvest. Even if zero deer were harvested, hunters are still required to check in and verify this with their HC. Failure to do so will result in the loss of "Returning Hunter" status during the next bow hunt. Repeat violations may result in removal from the Hunt.

All stands and hunting equipment (not including deer cameras) must be removed from public lands by January 15th of the following year. Any stand or hunting equipment left on public property after January 15th of the following year will be considered abandoned and may become property of the City of Duluth. At a minimum, the owner of a stand or hunting equipment found on public property after January 15th of the following year will lose "Returning Hunter" status for the following year, and the owner may receive up to a one year suspension from the Hunt.

Part VII. ENFORCEMENT

The Rules of this hunt may be enforced by the MNDNR, Duluth Police Department, and/or the ABA Board of Directors.

A. Revocation of Hunting Privileges. Any hunter found in violations of these Rules or cited by either MN DNR 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, may have their privilege of hunting in Duluth revoked. Additionally, they may face other disciplinary action otherwise restricting their participation in this hunt, pending a review by the ABA Board. The ABA also reserves the right to deny entry into the hunt, and/or revoke hunting privileges for hunters convicted of game law violations in the State of Minnesota and/or other States, Territories, or Provinces. The ABA Board will determine the duration of any suspension after a review of the circumstances and severity of the violation.

B. ABA Board Authority. Any member of the ABA Board may immediately suspend any Hunter's privileges if they have reason to believe a violation has occurred relating to the Hunt, or if the Hunter is becoming a nuisance to other hunters, landowners, the public, and/or the ABA Board. The ABA Board will subsequently review any such actions and render a decision as soon as is possible but not before the next scheduled Board meeting.

Any Hunter removed from the Hunt has 72 hours to remove all their hunting equipment (stands, climbing sticks, ground blinds, etc.) from all lands, both public and private.

Any Hunter notified by the ABA during the Season to remove any hunting equipment from a location where it is deemed unacceptable by the ABA, will have 72 hours to remove all such equipment, or the equipment will be considered abandoned and may become property of the City of Duluth or its designee.

C. Game Violations. Hunters cited for any violation, either game or non-game, in the Duluth Hunt by either the MNDNR or by the Duluth Police Department (DPD) must notify the ABA via the official ABA email address within 24 hours of given notice by either the MNDNR or the DPD explaining in detail why the hunter is being investigated. Failure to notify the ABA may result in immediate revocation of privileges to participate in this Hunt.

Upon receiving a citation from any law enforcement officer, privileges to participate in the Hunt are immediately suspended until the case has been adjudicated. The cited hunter must notify the ABA via the official ABA email address within 72 hours of their case being adjudicated. If applicable, the term of the hunter's suspension will begin on the date the case is concluded by the law enforcement authority. Failure to notify the ABA within 72 hours of the adjudication date will result in a delay of reinstatement. The term of the suspension will begin upon the hunter notifying the ABA via the official ABA email address.

Reinstatement into the Hunt may or may not occur, and it will depend upon a review of the circumstances and a decision rendered by the ABA Board. Even if found not guilty in a court of law, hunting privileges within Duluth may, or may not, be reinstated. The hunter will not be reinstated to the Hunt if, in the opinion of the City and the ABA, the hunter is still found to be

guilty of a hunt ethics violation or deemed to be non-compliant with the rules in the ABA rulebook. A not-guilty verdict or a dismissal in a court of law does not necessarily guarantee reinstatement back into the hunt. Suspended hunters will not be reinstated until the next hunting season following the end of their suspension.

D. Appeals Process. Any hunter that believes they have been unfairly treated or removed from the hunt may appeal their case to the ABA within 15 calendar days of the written notification of the violation by the ABA.

1. Deposit. All appellants are required to submit a \$100 deposit to the ABA. If the appellant is successful in overturning the ABA Board's decision, the \$100 deposit will be returned. Unsuccessful appellants will forfeit their \$100.00 deposit. The deposit must be in the form of a money order or certified check made payable to the "Arrowhead Bowhunters Alliance". The hunter's written appeals must be addressed to The ABA Appeals Committee, at the official ABA mailing address: PMB 346, 23 West Central Entrance, Duluth, MN 55811.

2. Notice of Appeal. In addition, the appellant must send a Notice of Appeal email to the official ABA email address.

3. ABA Appeal Review. The ABA Appeals Committee will consist of a group of citizens who have no direct affiliation with the ABA. The Committee will meet in a timely manner to review the written appeal and render a decision on whether or not to uphold, reduce, or dismiss the ABA's decision. Until they have issued a ruling, the original enforcement decision will stand in effect. The ABA Board will attempt to contact the appellant within 48 hours of the Appeal Committee's decision to inform the hunter of the outcome of the appeal.

4. City Appeal. In the event the Appeals Committee upholds the ABA Board's disciplinary action, the appellant may further appeal the Appeals Committee's decision, in writing, to the City's Chief Administrative Officer (CAO), or his/her designee, within fifteen (15) calendar days of the notification by the ABA. The ABA will provide its written statement and relevant evidence to the CAO within seven (7) calendar days of receipt of an appeal from the appellant. The CAO will review the information provided, schedule a hearing if he or she determines it necessary, and will render a final decision in writing within seven (7) calendar days of receipt of information from both parties.

5. CAO Ruling. The CAO's decision is final, and no administrative appeals will be allowed beyond this level.

6. Refunds. If the CAO and/or the Appeals Committee finds the accusations against the hunter do not warrant any disciplinary action, the hunter will be reinstated immediately back into the hunt and the \$100 deposit will be returned to the hunter. If the Appeals Committee and/or the CAO uphold the ABA's original decision and enforcement action, or recommend a more severe enforcement action, the hunter will not be refunded the \$100 deposit. Should the Appeals Committee and/or the CAO still find the hunter guilty, but issue a less severe enforcement action, the hunter will be entitled to receive a refund on the \$100 deposit.

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. In addition, the ABA strongly supports and requires ethical conduct of its Hunters participating in this Hunt.