

## **CITY OF DALTON GARDENS WILDLIFE DEPREDATION STANDARD OPERATING PROCEDURE**

The purpose of this Standard Operating Procedure (“SOP”) is to make available an archery deer hunting standard operating procedure that provides guidelines and safety requirements to residents and Hunters who wish to participate in deer hunting opportunities in Dalton Gardens (the “City”). The safety of all person(s) is of the utmost importance and all rules/procedures will be followed. All hunting in the City must be approved by the Mayor or his/her designee. All residential property hunting locations must be approved by the property owner and the City. All Hunters must be approved by the Mayor and The Coeur d’ Alene Bowmen (the “CDA Bowmen”). The Mayor or his/her designee will assign Hunters to specific properties where they will be permitted to hunt. Failure to comply with any standard operating procedures will result in suspension or revocation of all hunting privileges within the City.

It shall be lawful to hunt deer within the city limits of the City of Dalton Gardens, subject to **all** of the following terms and conditions:

1. It is recommended that hunting be confined to areas of at least one (1) Dalton acre. Property owners of less than one (1) Dalton acre may join together, provided that properties being joined are contiguous and not separated by a road and all owners agree in writing that hunting may take place upon their combined properties. Although properties smaller than one (1) Dalton acre will not normally be approved, the Mayor or his/her designee may approve those properties if safety issues are not a factor.
2. No person shall hunt or take deer by any means except through the use of a crossbow or bow and arrow. There will be no hunting with firearms of any kind. Discharge of firearms within the Dalton Gardens City limits is prohibited by law.
3. A list of approving landowners will be provided to each qualified Hunter and shall be considered secure permission to hunt on any listed approving landowners property. Prior to any hunt, face to face liaison between approving landowners and the approved person wanting to hunt, must be accomplished.
4. Any person who hunts or takes deer must first apply to the City for a Hunting Authorization Permit. A permit shall be issued only after a determination is made that the applicant has secured all necessary state licenses, tags and provides a certificate of having passed an archery and safety proficiency test within the last year.
5. Property owners must comply with all applicable laws and regulations to permit hunting on their own property and register their property with the City.
6. All Hunters shall comply with the regulations and guidelines of the Idaho Department of Fish and Game (“IDFG”).
7. Hunters must be at least 18 years of age.

## **REQUIRED PROCEDURES**

1. The Hunter must provide the City with all licenses, tags and certificates in order to be given authorization to hunt in the City.
2. The Hunter must complete the archery and safety proficiency test conducted by The Coeur d' Alene Bowmen (location, times and dates to be announced). Proficiency will require a Hunter to shoot from an elevated platform using IDFG approved archery hunting equipment. Three (3) broadhead tipped arrows will be shot and all must hit within the approved kill zone of a 3-D, life like deer target (provided by CDA Bowmen). Safety requirements will include but not be limited to; stand placement, climbing into the stand, fall restraint, bow/crossbow retrieval, balance, fields of fire, errant shots, non-lethal hits, tracking, communications, and emergency procedures. A certificate will be provided by the Bowmen and a list of successful applicants will be provided to the City.
3. Upon completion of steps one and two, the Mayor or his/her designee will review and select Hunters for the program. All decisions made by the Mayor or his/her designee will be final and the fees incurred up to that point will be non-refundable. If more Hunters are approved than can reasonably be expected to hunt, a lottery will be utilized prior to the hunting season and selected applicants will be notified.

Upon approval:

4. The Mayor or his/her designee will issue the Hunter a City hunting permit and a map with the Hunter's designated zone. All permits are valid only for the person named on the permit. Permits are not transferable.
5. The Hunter must adhere to all necessary agreements with the landowner(s) on whose property he/she wishes to hunt which must be handled through the City.
6. The Hunter must make an appointment with the landowner(s) for an inspection of the property, possible stand placement and discussion of expectations prior to hunting the property (this requirement may be included in the archery qualification process). The prospective Hunter must comply with all State of Idaho regulations in addition to all provisions set forth by the City's controlled hunting program.

## **HUNTER'S AGREEMENT**

1. The City of Dalton Gardens hereby grants permission to the Hunter to hunt in a location designated by the Mayor or his/her designee during the State of Idaho Deer Season in Unit 3; provided the terms and conditions set forth herein below are satisfied:
  - A. The Hunter shall provide proof of passing an archery and safety proficiency test.
  - B. The Hunter shall have a valid hunting license and deer tag as required by the State of Idaho Hunting regulations.
  - C. The Hunter agrees to hunt only on the property designated by the City of Dalton Gardens.
  - D. The Hunter agrees to park his/her vehicle in areas designated by the Property Owner.
  - E. As a responsible Hunter, the Hunter agrees to conduct himself/herself in a legal, professional and ethical manner as a guest on the Property Owner's land. The Hunter agrees to respect the Property Owner's land as if it were his/her property; not to litter and to leave the property in the condition found.
  - F. The Hunter agrees to report any form of harassment to the Mayor or his/her designee. If there should be a disagreement of any type, contact the Mayor or his/her designee.
  - G. The Hunter further agrees that he/she shall not:
    - 1) Shoot an arrow across a highway, roadway, sidewalk, bike path, walkway or beyond the approved area, to include within 500' of a school;
    - 2) Shoot an arrow from within a motor vehicle;
    - 3) Hunt for any deer by aid of light or electronic calling device;
    - 4) Hunt without his/her state licenses, City provided hunting permit, a photo identification card (All of this documentation must be provided to any police officer or game official upon request and as prescribed by the Idaho Fish and Game Department);
    - 5) Trespass on any property adjoining the approved hunting zone.
  - H. The Hunter agrees to assume responsibility and liability for any injury or damage to property or persons while a guest on the Property Owner's land during the hunt.
  - I. The Hunter agrees to transport the deer in a discrete manner.
  - J. The Hunter agrees to not be under the influence of alcohol or drugs prior to the start of the hunt and will not consume/ingest them while on the Property Owner's land during the hunt.

- K. The Mayor or his/her designee shall have the right to refuse or revoke any hunting permits he/she deems necessary to ensure the safety of the City and its residents.
- L. The Mayor or his/her designee has the right to modify or change necessary provisions to allow qualified individuals to participate in this program.

2. The Hunter agrees to the following provisions:

- A. The Hunter is encouraged to hunt from an elevated stand, which shall be a minimum of ten (10) feet off the ground and use necessary safety and harness equipment. Temporary, removable, ladder, fixed, and climbing-type tree stands are permitted. Tree stands must not damage the tree. Screw in steps, spikes, nails, or other objects that are driven into the tree to gain access to tree stands are prohibited. Strap-on steps are permitted. Hunting from a permanently constructed tree stand is prohibited, unless the stand was constructed by the Property Owner and is used with permission. Tree stands may be left in the hunting area at the Property Owner's discretion. Tree stands must be removed the last day of hunting season.
- B. Ground blinds may be appropriate in certain locations and will be approved or disapproved by the Mayor or his/her designee in consult with the Coeur d Alene Bowmen.
- C. Hunters are encouraged to take an antlerless/doe deer before taking an antlered deer/buck.
- D. The Property Owner shall be required to register their property with the City of Dalton Gardens prior to a Hunter hunting on their property.
- E. The Hunter shall remove entrails from the Property Owner's land unless the Property Owner agrees to burial on the Property Owner's land and said disposal meets all requirements outlined by the Idaho Fish and Game Department.
- F. The Property Owner(s), Hunter and Program Administrator, shall review the property for suitability, concerns, stand placement and boundaries. This review may be completed without all parties being present, but prior to any hunt.
- G. The number of Hunters on any area will be determined by the City of Dalton Gardens.
- H. All deer harvested must be tagged and reported /checked per IDFG requirements.
- I. The Hunter shall notify the Program Administrator immediately if a deer is wounded or killed and unable to be retrieved because the deer has left the designated zone. The Hunter may retrieve a deer that has left the designated zone only after obtaining that property owner's approval and after contacting the

Program Administrator. If the property owner is not home, the Hunter must be accompanied by a proper authority (IDFG, Police, Animal Control) prior to retrieving the deer. Special consideration may be given to those that have participated in the program in the past and those who work or reside within the geographical limits of the City of Dalton Gardens.

3. City of Dalton Gardens Deer Hunting Program, Application for Bow Hunting Permit Personal Information:

- Name:
- Date:
- Address:
- State:
- City:
- ZIP:
- Home #:
- Cell #:
- Emergency Contact Information: (You must provide at least one (1) emergency contact person)
- Name:
- Relationship:
- Home #:
- Cell #:
- Hunter Vehicle Information:
- Plate:
- Year:
- Make:
- Model:
- Color:

By signing below, I agree that I have read, understand, and will abide by all of the rules and regulations applicable to the hunting program outlined by the Program Administrator. I also understand that I may hunt at the pleasure of the Mayor or his/her designee and that the City of Dalton Gardens reserves the right to revoke any permit for noncompliance or for any other just cause.

Applicant  
\_\_\_\_\_

Date:  
\_\_\_\_\_

Approved By:  
\_\_\_\_\_

## **RELEASE AND INDEMNIFICATION AGREEMENT**

In connection with the exercise of a permit to hunt within the City of Dalton Gardens or in connection with allowing property to be used for the hunting of deer, in accordance with the provisions of the City Code of City of Dalton Gardens and any permits and license issued by or on behalf of the City, the undersigned agrees as follows:

1. Release and Discharge: The undersigned does hereby forever completely release and discharge the City of Dalton Gardens, its agents, employees, officers, representatives, and consultants from any and all charges, claims, damages, demands, obligations, actions, causes of action, expenses, costs, attorneys' fees, and liabilities and compensation of any kind whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, in law or in equity or otherwise, which the undersigned had, now has, or may have against the City of Dalton Gardens for or on account of any matter, cause, action, or thing whatsoever: (a) arising out of or in any way relating to hunting within the City; (b) in the case of a property owner, for allowing and permitting the property to be used for hunting; (c) an action by a third party. The undersigned, as an assigned Hunter, expressly assumes the risk of any and all harm, injury, claims, or damages that may arise out of hunting within the City of Dalton Gardens.

2. Agreement to Indemnify and Hold Harmless: The undersigned agrees to defend, indemnify, save, and hold harmless the City of Dalton Gardens, its agents, officers, employees, representatives, and consultants from and against any and all damages, costs and expenses, including reasonable attorneys' fees and from any and every claim, lawsuit, lien, or demand of every kind or character which has been or may be asserted against the City, or its agents, officers, employees, representatives, and attorneys, which in any way arises out of: (a) the undersigned's actions in hunting within the City; (b) in the case of a property owner, for allowing and permitting the property to be used for hunting; or (c) an action by a third party.

Please select appropriate classification:

Hunter \_\_\_\_\_

Property Owner \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ARCHERY PROFICIENCY TEST**

The Hunter listed below took the following archery proficiency test. The criterion for this test is three (3) shots at the target at a distance of twenty (20) yards with no shots exceeding the standard kill zone on a whitetail deer as presented on a 3-D target of a life size whitetail deer. All shots were taken from an elevated stand at least ten (10) feet high, arrows were tipped with broadheads IAW IDFG. (There will be no practice shots taken prior to the test). **A photo ID must be presented along with this form at: (wherever the CDA Bowmen set up the archery proficiency test and safety education)**

**Test Taken At:**

**Employee Signature:**

**Date:**

**Identification of applicant verified: YES NO**

**Notes or additional comments:**

**THIS FORM MUST BE RETURNED WITH YOUR COMPLETED APPLICATION. Hunter's Agreement Signature Page, Archery Proficiency Test, Rules and Regulations for hunting in the City of Dalton Gardens, Safety brief and hunting area (s) familiarization.**