



# City of Grand Island

Tuesday, July 8, 2014

Council Session

## Item G-6

**#2014-185 - Approving Agreement with Nebraska Game & Parks  
for Youth Bow Hunting Program at the Platte River Wellfield**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Todd McCoy, Parks and Recreation Director  
Stacy Nonhof, Assistant City Attorney

**Meeting:** July 8, 2014

**Subject:** Youth Bow Hunting Program at the Platte River Wellfield

**Item #'s:** G-6

**Presenter(s):** Timothy Luchsinger, Utilities Director

## Background

The Utilities Department owns approximately 1200 acres on an island between two channels of the Platte River south of Grand Island for use as the Platte River Wellfield, which is the main supply of water to the City. Access to the property is restricted due to the need of maintaining a secure water source for the City, however, previously use of portions of the property has been allowed in controlled conditions to organizations such as skeet/sporting clays shooting and radio controlled model airplane clubs. The Department was recently approached by the Nebraska Game and Parks Commission to participate in their youth hunter education program by allowing eligible youth hunters and their mentors to utilize the Platte River Wellfield for archery hunting. Eligible youth hunters are required to complete the Bow Hunter Education program and are assigned to qualified mentors who provide instruction regarding proper hunting methods and conservation education. This instruction includes respect of landowner rights, scouting of animal movements, placement and removal of hunting stands, game processing, and emphasis of safe hunting practices. Mentors are screened by the NGPC and law enforcement agencies, and typically devote several hundred hours each year to youth hunter education. Although the program is open to all Nebraska residents, youth and mentors who are active in local hunter education programs will be given preference in the event of an excess of applicants. Participating youth must be accompanied by their mentors at all times while on City property, and coordinated with Utilities Department operations staff.

## Discussion

The Utilities, Parks and Recreation, and Legal Departments have reviewed the proposed

Mentored Hunt Agreement with the Nebraska Game and Parks Commission. The City is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limits liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner. This program provides a valuable recreation and education opportunity to youth, as well as wildlife conservation and an additional observation presence to the Platte River Wellfield.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve execution of the Mentored Hunt Agreement between the City of Grand Island and the Nebraska Game and Parks Commission.

### **Sample Motion**

Move to approve execution of the Mentored Hunt Agreement between the City of Grand Island and the Nebraska Game and Parks Commission.

# **MENTORED HUNT AGREEMENT**

**Between City of Grand Island  
and  
Nebraska Game and Parks Commission**

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## **I. INTRODUCTION:**

The entities listed above are interested in the Mentored Youth Hunting Program, and this Memorandum of Understanding (Agreement) outlines general hunt guidelines and the obligations and responsibilities of the City of Grand Island, on behalf of the Grand Island Utilities Department (City), and the Nebraska Game and Parks Commission (NGPC) regarding mentored hunting on City properties located at 101 Wellfield Road. This Agreement shall remain in place until termination upon ninety (90) days written notice by either party.

## **II. PURPOSE:**

The goals of the Nebraska Game and Parks Commission are to:

- Provide youth hands-on application of Hunter Education course principles and concepts;
- Teach youth, by example, the techniques, ethics and sportsmanship of hunting;
- Encourage the importance of practice and preparation;
- Instill in youth an excitement for hunting and outdoor related activities; ;
- Assist youth in developing a personal understanding of hunting success which rests in the experience rather than the harvest;
- Provide hunting opportunities for youth who otherwise lack a mentor and opportunity; and
- Utilize hunting as an appropriate conservation practice to manage game populations on private property.

The joint goal of Landowner and NGPC is to manage the game populations on the City Property and provide local youth with educational based recreation through appropriate conservation practices.

## **III. RESPONSIBILITIES OF PARTIES:**

### **A. NGPC RESPONSIBILITIES**

1. Coordinate mentored youth archery deer and turkey hunts on the City Property
2. Develop hunt criteria, in concert with the City, to include seasons and eligibility for youth and mentors under the Program.
3. Recruit, select and assign youth and mentors.
4. Develop mechanism for, and provide written permission to, selected youth and mentors to hunt the Property.
5. Provide Landowner with adequate signage.
6. Provide Landowner with padlock & key as mutually agreed upon.
7. Provide the City with list of selected hunters and hunters' vehicle descriptions and license plates.
8. Provide the City with a list of assigned mentors and the youth they are assigned to mentor.
9. Nebraska Conservation Officers will patrol the area in the course of routine duties and respond to

calls regarding problems relating to the Program.

10. Provide each authorized mentor a vehicle placard.
11. Complete Criminal History checks on all mentors participating in the Program.

#### **B. CITY'S RESPONSIBILITIES**

1. Work together with NGPC staff to develop hunt criteria under the Program, including seasons and eligibility for youth and mentors.
2. Identify designated hunting areas on the Property.
3. Erect and maintain signs provided by NGPC.
4. Seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general. City retains the right to decline or not pursue prosecution in individual cases.
5. Designate vehicle access and parking areas on the Property.
6. Provide access during the youth hunting seasons and pre-hunt scout dates, as provided below, to selected youth hunters and mentors.
7. Allow access to the City Property to those listed as: (1) NGPC employees assigned, scheduled or authorized access by Landowner or NGPC; (3) Selected mentors or youth, (4) Nebraska Conservation Officers or other security personnel, as outlined in this agreement; or (5) other persons based on mutual agreement between NGPC and Landowner.

#### **IV. LIABILITY:**

City is entering into this agreement under provisions of Nebraska Revised Statutes § 13-910(13)(a) of the Political Subdivisions Tort Claims Act. This Act in part limit liability for recreational activities on land leased, owned or controlled by a political subdivision when those participating in such recreational activities have not provided monies for their participation to the landowner.

City is providing access to the City Property for youth mentored hunts without out any form of compensation from the NGPC, its agents or volunteers and as such, shall have limited liability under Neb. Rev. Stat. § 13-910. All hunters accessing the City Property as part of the Mentored Youth Hunting Program shall carry volunteer liability insurance coverage as provided to them by NGPC.

Except as limited by Article XIII, Section 1 of the Nebraska Constitution, each party shall indemnify and hold harmless the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies, of insurance (or a self-insurance program) to cover any claims to the extent the parties are liable and not subject to any limits on judgment. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

## V. PROGRAM OVERVIEW:

Youth Archery Deer & Turkey Program. Youth, 12 through 17 years of age who have successfully completed Bow Hunter Education and who reside in Hall, Buffalo, Hamilton, Howard, and/or Adams counties, will be mailed information packets by NGPC outlining the youth mentored hunt opportunities. If an excess number of youth apply for the hunt openings, youth participating in local Bow Hunter Education programs and new to the program will be given priority. Youth will be assigned a mentor by NGPC. Each mentor will be assigned youth hunters by NGPC. One youth must accompany the mentor to access the City Property during the hunting season; neither the mentor nor youth shall have access to the City Property without the other during the archery season unless mentors need to move stands or trail wounded game. Mentors shall be within 70 yards and visual range of their youth on the City Property for the first three outings and within 70 yards of their youth at all times for the archery program.

## VI. SEASONS

### A. HUNTING SEASONS.

1. The archery deer hunt shall fall within the regular statewide archery deer season and/or the appropriate seasons choice deer season in accordance with the dates established in NGPC orders and rules and regulations, unless otherwise altered by the NGPC or the City.
2. The archery turkey hunt shall fall within the regular statewide fall archery turkey season and the regular statewide spring archery turkey season established by NGPC orders and rules and regulations, unless otherwise altered by the NGPC or the City.

B. SCOUTING TRIPS/PREPARATION. Mentors and their assigned youth shall have access to the Property Saturdays and Sundays for Spring Scouting Trips. Scouting Trips will take place from dawn to dusk to familiarize participants with the property, observe animal sign, select hunting areas and erect hunting stands or blinds. Mentors may invite their assigned youth's parents to accompany the mentor and youth on one scouting trip prior to the Archery season opening date. Youth family members shall have no other access to Landowner's property.

C. CLOSING PROPERTY DURING SEASONS. The City and the NGPC retain the right to close the Property, or any portion of the Property, during the Seasons, from hunting, as they deem appropriate. Specific hunt details will be developed jointly by NGPC, the City, volunteers, mentors, and youth hunters. All hunting dates are to be mutually agreed upon by the City and NGPC. The City reserves the right to exclude hunting on approved dates, at their discretion.

D. APPLICABLE LAWS. During the Seasons, all applicable Nebraska laws and hunting rules, regulations and Commission Orders apply. All hunters and mentors must carry the required permits, stamps and certification in their possession while hunting. Additional conditions or restrictions must be adhered to by all hunters as developed by the NGPC and/or Landowner.

E. ACCESS TO PROPERTY DURING SEASONS. No other NGPC personnel shall have access to the Property, except for Nebraska Conservation Officers, law enforcement personnel, NGPC Education

Staff or persons assigned, scheduled or authorized by the City.

## **VII. GENERAL REQUIREMENTS AND GUIDELINES**

- A. Participant youth hunters and mentors must attend a mandatory visit to the Property, prior to hunting, to be held on a mutually agreed date between the City, participants and NGPC.
- B. The archery season shooting hours are one-half hour before sunrise to one-half hour after sunset for deer and one-half hour before sunrise to sunset for turkey. Youth hunters and their mentor may access the Property one hour before shooting hours begin and depart one-half hour after shooting hours close. Hunters harvesting game near the close of shooting hours will remain on the Property until the game is recovered or tracking efforts become futile.
- C. Authorized personnel, including youth hunter and mentor, shall only access City Property through the designated entrances. .
- D. All authorized personnel entering or leaving the Property shall display a placard provided by NGPC in a visible location, or other official markings, on the vehicle.
- E. Hunting shall only be conducted in areas designated by the City.
- F. All vehicles shall remain on City approved roadways while accessing the Property, unless the City provides permission for off-road use and such use will not cause undue damage to roads. If the City allows off-road travel, only ATV's will be allowed off-road for the retrieval of game or movement of stands. The City will not assist with stuck vehicles.
- G. NGPC will provide signage for the Property which signs are to be erected and maintained by the Landowner.
- H. The City agrees to seek prosecution of individuals, with assistance from NGPC personnel and local law enforcement agencies, found hunting without permission or trespassing in general.
- I. Hunting stands and blinds must be removed from the Property by the mentor or youth hunter no later than January 30, weather permitting. The name of the hunter/owner must be permanently marked on each stand. The City shall not have responsibility or liability for any stand or their use in cases pertaining to theft, personal injury or property damage.
- J. All game harvested shall be reported to the NGPC Outreach Coordinator.

K. Participants in the Program may harvest either an antlered or antlerless deer on the Property. If a mentor harvests an antlered deer during the mentored hunt, the mentor's following deer must be antlerless deer. Youth and mentors possessing a second archery deer permits may fill the second archery deer permit on the Property.

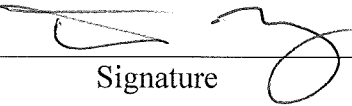
**VIII. MEMORANDUM OF UNDERSTANDING CONTACTS:**

- **Aaron Hershberger**, Outdoor Education Specialist, Nebraska Game and Parks Commission
  - 402-471-6144 office
  - 402-326-8452 cell
  
- **Timothy Luchsinger**, Utilities Director, City of Grand Island
  - (402) 441-7867 office
  - (402) 416-0208 cell

**ATTEST**

Nebraska Game and Parks Commission

City of Grand Island

  
\_\_\_\_\_  
Signature  
  
*Deputy Director*  
\_\_\_\_\_  
Title  
  
*6/26/2014*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date



RESOLUTION 2014-185

WHEREAS, the following parties are interested in the Mentored Youth Hunting Program; and

WHEREAS, the Mentored Youth Hunting Program provides a valuable recreation and education opportunity to youth, as well as wildlife conservation and an additional observation presence to the Platte River Wellfield; and

WHEREAS, the Utilities, Parks and Recreation, and City Attorney's offices have reviewed the proposed Mentored Hunt Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mentored Hunt Agreement, by and between the City and the Nebraska Game and Parks Commission, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 8, 2014.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 3, 2014	☒ City Attorney