

AN ORDINANCE OF THE CITY OF WILDWOOD, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH WHITE BUFFALO, INC., FOR REDUCTION OF THE DEER POPULATION WITHIN THE CITY OF WILDWOOD.

WHEREAS, within the City of Wildwood (the “City”), the local population of white-tailed deer now exceed healthy and sustainable numbers, resulting in the spread of tickborne illnesses, property damage and an increased concern for public safety; and

WHEREAS, in 2018 the City Council of the City authorized a count of white-tailed deer by the Wildwood Precinct Police; and

WHEREAS, after reviewing the results of the 2018 deer count, the Board of Public Safety (“BPS”) recommended to the City Council, the formation of a citizen committee to develop a deer management plan, with the goal of reducing the deer population to a safer level over time; and

WHEREAS, on September 24, 2018, the City Council rejected the BPS recommendation, and requested that the BPS form a subcommittee (hereinafter “Subcommittee”) to develop the deer management plan; and

WHEREAS, the BPS Subcommittee began work to develop a deer management plan, and during winter 2020 the Subcommittee completed a resident survey of deer management within the City; and

WHEREAS, the resident deer management survey results indicated that 669 of 949 responses (70.5%) favored that the City adopt either a sharpshooter program, or a trap and euthanize program, to periodically manage the deer population in the City; and

WHEREAS, in December of 2020 the BPS recommended, and the City Council approved, an expanded deer count, which encompassed 30.4 square miles of the City and was completed by the Wildwood Precinct Police, which determined that the white tailed deer herd density was approximately 80 deer per square mile; and

WHEREAS, after consulting with the Missouri Department of Conservation (MDC), an initial deer herd density goal of 40 deer per square mile was selected by the Subcommittee, acknowledging that the ideal density in the City is below 20 deer per square mile; and

WHEREAS, based on the deer counts, the resident survey, and consultation with the MDC, the Subcommittee produced a draft deer management plan (the “Plan”) in July 2021, which recommended a gradual reduction in the white-tailed deer herd density to 40 deer per square mile over ten years, to be achieved primarily through expanded archery hunting; and

WHEREAS, the Plan was completed and was approved by the BPS and forwarded to the Administration and Public Works Committee of the City Council (the “Committee”) for review;

and

WHEREAS, after review of the Plan by the Committee, the Committee elected to form another subcommittee, with a goal to modify the Plan (the “Modified Plan”); and

WHEREAS, the Modified Plan, as reviewed by the Committee, established a goal to reduce the white-tailed deer herd density to 40 deer per square mile over five years by utilizing a culling program featuring deer sharpshooting; and

WHEREAS, the Committee requested a proposal from White Buffalo, Inc. to develop the culling program within the City beginning with the winter of 2023-2024; and

WHEREAS, the proposal received from White Buffalo, Inc. (the “Proposal”) would initiate the first year of a five-year culling program to reduce the deer population for the initial cost of \$215,759.00; and

WHEREAS, the Proposal includes pre-baiting of deer, about 26 days of culling an estimated 300 deer using professional sharpshooters, deer processing, travel and a final report; and

WHEREAS, on June 6, 2023, the Committee reviewed the Proposal and recommended the City execute an agreement with White Buffalo, Inc. to complete the Proposal; and

WHEREAS, the City Council of the City hereby finds and determines that it is to the benefit of the residents of the City to enter into an agreement with White Buffalo, Inc. to complete the Proposal.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. That the form, terms, and provisions of the agreement by and between the City of Wildwood, Missouri, and White Buffalo, Inc. for the Project, attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and are hereby approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

Section Two. The total aggregate expense and liability of the City under the Agreement authorized pursuant to Section One of this Ordinance shall not exceed a contract amount of Two Hundred Fifteen Thousand, Seven Hundred Fifty-Nine dollars (\$215,759).

Section Three. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

Section Four. Severability. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the City Council that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

Section Five. This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2023, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two (2) times prior to its passage.

Presiding Officer

ATTEST:

City Clerk

James R. Bowlin, Mayor

ATTEST:

City Clerk

Exhibit A
[attach Agreement]

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Public Works

DATE: June 8, 2023

THIS AGREEMENT, made and effective this ____ day of _____, 2023, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as “City”, and White Buffalo, Inc., hereinafter referred to as “Consultant”, with a business address of: 6B Kings Highway, Chester, CT 06412

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Plan and implement a deer sharp shooting program including setup, pre-baiting, 26 days of culling, deer processing, report preparation, plus travel, as further described on Attachment B.

The above services (hereinafter referred to as the “Work”) shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Two Hundred Fifteen Thousand, Seven Hundred Fifty Nine dollars (\$215,759), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before August 1, 2023, shall be completed on or before April 1, 2024, and shall be performed so as not to delay or hinder City’s schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

Consultant

City of Wildwood

By _____

By _____

Title _____

Title _____

ATTEST:

DATE: _____

- ATTACHMENT A – Consultant/Services Agreement General Conditions
- ATTACHMENT B – Consultant Proposal
- ATTACHMENT C – Progress Payment Schedule (Optional)
- ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood **CONSULTANT/SERVICES AGREEMENT GENERAL CONDITIONS**

- 1. Independent Consultant.** The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.
- 2. Assignment; Subcontracts.** This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.
- 3. Proposals for the Work.** If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.
- 4. Changes to Work and/or Compensation.** No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.
- 5. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.
- 6. Insurance.** Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts

specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination.** The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. **Compliance with Laws.** The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. **Nondisclosure.** The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. **Representations.** Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. **Amendments.** This Agreement may be amended only by written agreement signed by the parties.

19. **Governing Law.** The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. **Severability.** If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. **Notice.** Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. **Good Faith.** The parties shall act in good faith in the performance of their obligations hereunder.

23. **Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. **Non-Waiver.** The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. **Authorization to Enter into Agreement.** Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been

executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.



Attachment B

Sharpshooting for Managing a Suburban White-Tailed Deer Population

Wildwood, Missouri

25 May 2023

Submitted by

Drs. Jason R. Boulanger and Anthony J. DeNicola

White Buffalo Inc.



Introduction

White-tailed deer (*Odocoileus virginianus*) overabundance and associated conflicts are pervasive throughout the eastern U.S. Alternative management techniques (e.g., controlled hunting, sharpshooting, trap and relocation/euthanasia, fertility control research) have been explored from Georgia to Texas, Minnesota to Maine, and nearly all the states contained therein. Throughout this large geographic region, deer are creating social, public safety, and ecological conflicts in suburban, corporate, and park environments. Many federal, state, and local agencies are struggling to address this ever-increasing problem.

Sharpshooting has been proven to be effective at rapidly reducing local deer populations and maintaining the lower densities long-term. In addition to reducing deer vehicle collisions (DeNicola and Williams 2008), sharpshooting can increase survival of sensitive plants (Abella et al. 2022). Sharpshooting (i.e., use of trained professionals using culling techniques outside of permitted recreational hunting methods) can reduce local deer populations lower than what has been achieved historically, in these challenging environments, using recreational hunters. Professional sharpshooting programs have been implemented throughout the U.S. over the past two decades without a public safety incident.

Site Description

The City of Wildwood is in St. Louis County, Missouri and contains approximately 67 miles². The municipality represents one of the most challenging situations for deer managers. The community is nearing the point of being “built out” (as of 2021 census data, there were 35,255 people, 12,755 households) with most of its land area covered by single family homes interspersed with wooded corridors. This provides excellent deer habitat and at the same time can be restrictive to the implementation of some deer management options. Moreover, there are no non-human predators present that can limit a deer population in Wildwood. Despite archery hunting which has been permitted within the community, the deer population has increased to a level that is incompatible with some local land uses.

The Wildwood herd density was estimated at approximately 73 deer/mi² overall, as determined by the most recent survey conducted by Wildwood Police Department (WWPD) in 2020. However, estimated deer densities were as high as 95 deer/mi² in the northeastern area of Wildwood. The original draft Deer Management (DM) Plan from the DM subcommittee of the Board of Public Safety (BPS) set an initial herd density goal of 40 deer/mi² in a 10-year Phase-1 program. These deer densities have contributed to deer-vehicle collisions (DVCs), along with property and environmental damage, human and pet health, and animal welfare concerns. A



2020 DM Public Opinion survey found that 72.6% of responding residents supported the use of lethal methods to humanely reduce the herd.

Estimated Number of Deer to be Removed

Based on distance sampling conducted by WWPDP for a 2020 report, deer densities were estimated and ranked by severity per Table 1 (below) with associated areas depicted in Figure 1.

| Severity | Section | Area/mi ² | Deer/mi ² | Excess deer/mi ² | Removal # goal |
|----------|-------------|----------------------|----------------------|-----------------------------|----------------|
| 1 | Northeast 1 | 6 | 94 | 54 | 297 |
| 2 | West 1 | 6 | 82 | 42 | 244 |
| 3 | Southeast 2 | 5 | 77 | 37 | 196 |
| 4 | Northeast 2 | 5 | 64 | 24 | 130 |
| 5 | West 2 | 4 | 57 | 17 | 75 |
| 6 | Southeast 1 | 4 | 40 | 0 | 0 |

Objectives

The goal of this project is to reduce the deer density to approximately 40 deer/mi² from the Wildwood Deer Survey management area Northeast 1 (NE1).

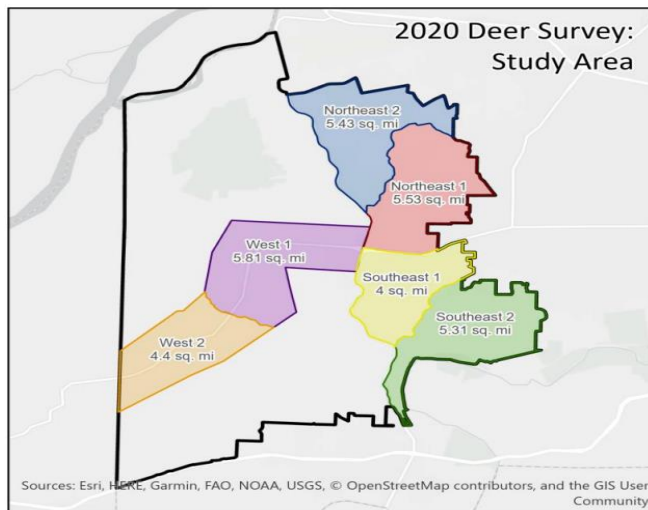


Figure 1. Map of 2020 deer density sampling efforts by survey sections in Wildwood, Missouri, USA.



Field Methods

Planning and Permitting

We will partner with City staff, who will coordinate property access. Private property access throughout the community will be invaluable to the success of this program given the limited amount of public land. It also would be beneficial to have access to all suitable public properties.

We will assist obtaining all necessary permitting from the Missouri Department of Conservation (MDC).

Pre-baiting and Site Selection

Deer will be drawn to select areas using bait. Access is preferably on private property to limit impacts on public land users and minimize disturbances by the public during culling operations.

Baiting should commence at a minimum of 2 weeks in advance of culling efforts. All baiting should be conducted daily for stationary elevated sharpshooting locations or for mobile shooting locations. For mobile operations, baiting should be conducted from the same vehicle at a consistent time in the late afternoon or evening. This acts as positive conditioning for the deer; they recognize the vehicle and person baiting and associate it with the appearance of food. With landowner permission, some vegetation may need to be thinned or pruned to ensure optimal sharpshooting removal conditions.

Population Control Strategy

WBI's strategic approach to urban deer management is specifically designed to address and avoid the most common cause of failure; creating an "educated" residual deer population that is skilled in avoiding deer management activities. Well before the first deer is euthanized, we focus on how to meet the final objective. The defining strategic characteristic of every population control effort is the management team's singular focus on preventing the remaining deer from being educated to avoid humans, even as the population is rapidly reduced. An urban deer management team must remove a high percentage of a population and potentially repeat this process for years into the future, so maintaining the naïveté of the select population is strategically paramount and is the most important means of reducing risk of failure and minimizing long-term costs. For this standard to be met, the team must possess superior technical ability (e.g., to shoot with precision in suboptimal conditions), field intuition (e.g., to determine whether animals encountered should be engaged), and discipline (e.g., to refrain from engaging if conditions are not conducive). In summary, the behavioral characteristics of the deer at low density, and the ability to subsequently harvest them, will be shaped by events unfolding from the first day of the management activities.



WBI's methods are humane and address concerns for animal welfare by following the American Veterinary Medical Association's stringent guidelines for humane euthanasia of animals. We have spent more than 25 years committed to improving both technology and techniques to maximize safety and efficiency for the management of white-tailed deer (i.e., ballistics testing, bullet development, baiting techniques, adaptation of other technologies for use in deer management, including night vision/thermal scopes and suppressors). We have the best available equipment with numerous hours of hands-on use to ensure precise shot placement. This results in safe use of equipment and humane treatment of target animals. We have thoroughly tested and selected bullets, in addition to having developed specialized bullets. As a result of our extensive testing, we have found that no bullet fragments with significant size or inertia exit the target animal, therefore ensuring public safety. We have extensive experience in both lethally removing (>10,000 deer) and capturing deer (>4,000 deer) in a variety of human occupied environments without incident. We have used our discretion in the selection of shooting sites with complete satisfaction of both local/state/Provincial officials and property owners. Finally, we have trained 6 U.S. law enforcement agencies, and one Canadian Provincial law enforcement agency how to professionally sharpshooting deer as part of government authorized deer management programs. In conclusion, although safety is the primary issue to be considered when implementing a program to reduce deer numbers, with the above precautionary measures and the expertise of WBI, it need not be a concern.

In summary, the management of Wildwood's deer will require a comprehensive effort by a very skilled and experienced group of wildlife control professionals. A strategic use of methods will be necessary to ensure that the deer are removed in a timely, safe, and humane manner. Moreover, the plan will have to be adaptive to allow for methodological adjustments as deemed necessary during the project tenure.

Sharpshooting

Deer are to be removed by means of shooting. Deer are to be removed only by those means approved by MDC.

We intend to use suppressed .223 caliber bolt-action rifles for sharpshooting applications. All rifles are match-grade and specially designed for sharpshooting deer. We will shoot from elevated positions to ensure a steep angle of trajectory. All deer will be shot in the center of the brain (~95%) or the cervical spine (~5%). Cervical spine shots are taken only when there is an obstruction between the shooter and the deer's brain, or if CWD testing is required.



We have all the necessary equipment with years of hands-on use including several U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) registered, suppressed, match-grade firearms (using highly frangible, projectiles), all necessary vehicles (including ATVs), and accessories (e.g., night-vision/thermal optics, spotlights, rangefinders, mobile shooting platforms, etc.).

Subsequent to a decision by Wildwood to implement a controlled deer reduction using WBI the following procedures are used:

- 1) Prior to initiating any field activities the target area/s and surrounding properties are thoroughly surveyed using digital aerial images followed by field confirmation. By knowing the location of every occupied structure and areas of human use we are better able to work safely, discreetly, and efficiently;
- 2) Bait sites are selected with the involvement of Wildwood. Each site is selected based on safety concerns, discretion, and deer activity;
- 3) We try to prioritize field operations during hours of lowest human activity when possible. In addition, during the removal operation we search intensively for people and non-target animals to avoid mishaps;
- 4) Deer of all ages and sexes are harvested, however, adult does are prioritized. Deer are shot over bait from an elevated position with a rifle during the day or at night. Night-vision equipment and suppressed firearms (only in states where they are legal to possess) are used to expedite field procedures and to ensure discreet operations;
- 5) During deer reductions, there will be continuous open communication between Wildwood staff and WBI to keep people well informed regarding field activities to avoid conflicts;
- 6) When in doubt, never shoot;
- 7) All deer carcasses are transported with the highest degree of discretion;
- 8) We collect all pertinent data related to herd health, advancements in management techniques, and other aspects of each removal program which will be included in scientific journals, professional conferences, or written reports submitted to the community/landowner and cooperating agency.



Drop Nets

Drop nets and captive bolt guns may be considered. Deer are to be removed only by those means approved by MDC.

Conclusion

Of primary importance and recognition is that field methods are only as good as the personnel implementing them. This is not an expression of arrogance, but a point of clarity and great significance. It is critical for success to have extensive experience to make day to day decisions and adjustments beyond the established general guidelines and protocols. WBI has been actively involved in wildlife population control programs for over 25 years. With our experience, we are confident that our proposed methods/strategy will provide the greatest likelihood of a successful management program. Our approach will be the safest, most efficient, and humane solution to this management challenge.

Report Submission

We will be responsible for the submission of annual reports to a designated agent of MDC. All data will be made available upon request at any time to authorized agents of the State and/or City of Wildwood. A final report will be submitted to the MDC and the City of Wildwood at the conclusion of the management project.

Principal Contractor

White Buffalo, Inc. is a nonprofit research and management organization that specializes in wildlife population control. White Buffalo, Inc. is recognized nationally for its efforts to resolve wildlife management conflicts and for the development of new techniques and technologies. Ryan Rodts, the Project Manager, has extensive experience in deer population control projects. Additional White Buffalo, Inc. personnel will serve as wildlife biologists and marksmen for this project. White Buffalo, Inc. is at the forefront of deer management techniques, and all projects are thoroughly documented, and data generated are published in professional journals or presented at professional conferences for the benefit of other wildlife management professionals.

Principal Staff

Dr. Jason “Jay” R. Boulanger is President of White Buffalo, Inc., a non-profit research organization dedicated to conserving ecosystems through wildlife population control. He received his Ph.D. in Wildlife Science from Cornell University, M.S. in Wildlife and Fisheries



Sciences from South Dakota State University, and B.S. in Natural Resources from the University of Vermont. His dissertation and post-doctoral research focused on controlling suburban raccoon rabies via a novel bait station and overabundant deer populations via fertility control, respectively. Jay also served as a tenured wildlife professor at the University of North Dakota where he conducted applied research and taught courses on mammalogy, large mammal ecology and management, and human dimensions of wildlife. Jay is a long-standing member of The Wildlife Society and a Certified Wildlife Biologist®.

Dr. Anthony J. DeNicola is CEO of White Buffalo, Inc. He received a M.S. degree from the Yale School of Forestry and Environmental Studies and a Ph.D. from Purdue University. Dr. DeNicola has conducted contraceptive and sterilization projects throughout the United States over the last 25 years. Dr. DeNicola's research interests include ecological approaches to control wildlife damage, control of introduced vertebrate species, and wildlife reproductive control.

Literature Cited

- Abella, S. R., T. A. Schetter, and T. D. Gallaher. 2022. Rapid increase in sensitive indicator plants concurrent with deer management in an oak forest landscape. *Wildlife Society Bulletin* 46:e1377.
- DeNicola, A. J., and S. C. Williams. 2008. Sharpshooting suburban white-tailed deer reduces deer-vehicle collisions. *Human-Wildlife Conflicts* 2:28-33.



White Buffalo Inc.

Budget for pre-baiting, 26 days of culling , deer processing, report, plus travel

| Personnel Costs | | | | | | Total |
|------------------------|--------------------------|----------------|--------------|--------------|-------------|--------------|
| Name | Title | Role | Days | Hours | Rate | |
| | Project Manager | Travel/Setup | 2 | 12 | \$130.00 | \$3,120 |
| | | Sharpshooting | 26 | 10 | \$130.00 | \$33,800 |
| | | Report Writing | 0.5 | 4 | \$130.00 | \$260 |
| | Wildlife Biologists (2X) | Travel/Setup | 4 | 12 | \$115.00 | \$5,520 |
| | | Sharpshooting | 52 | 11 | \$115.00 | \$65,780 |
| | Wildlife Biologist (1x) | Travel/Setup | 2 | 12 | \$115.00 | \$2,760 |
| | | Pre-baiting | 14 | 8 | \$115.00 | \$12,880 |
| Direct Expenses | | | | | | |
| | | | Deer | | Rate | |
| Sharpshooting | | | | | | |
| | Sharpshooting Supplies | | 300 | | \$8.00 | \$2,400 |
| Other Supplies | | | | | | |
| | Corn | | 790 | | \$14.49 | \$11,447 |
| | Miscellaneous | | | | | \$2,000 |
| Mileage | | | | | | |
| | | | Miles | | Rate | |

| | | | | | | | |
|---------------------------|---|--|--------------------|--|-------------|----------|----------------------|
| | 2x WBI vehicles: Mileage to/from project site; mileage during field ops | | 10000 | | \$0.655 | \$6,550 | 1120 miles one way x |
| | | | <u>Flights</u> | | <u>Rate</u> | | |
| Flights | | | 2 | | \$750.00 | \$1,500 | |
| | | | <u>Days</u> | | <u>Rate</u> | | |
| Airport Parking | | | 52 | | \$25.00 | \$1,300 | |
| | | | <u>Person Days</u> | | <u>Rate</u> | | |
| Lodging | | | 96 | | \$150.00 | \$14,400 | |
| | | | | | | | |
| Per diem | | | 100 | | \$64.00 | \$6,400 | |
| | | | <u>Number</u> | | <u>Cost</u> | | |
| Carcass Processing | | | 300 | | \$125.00 | \$37,500 | |

| | |
|-------------------------------|------------------|
| Total Estimated Budget | \$207,617 |
|-------------------------------|------------------|

Assumptions:

Assume the municipality is providing assistance securing property access.
 Assumes fairly accurate 2020 density estimate. However, we note wide confidence intervals for NE1.

\$692.06 cost per deer
\$567.06 cost per deer minus processing



White Buffalo Inc.

2023 Budget for site visit

| Personnel Costs | | | | | | Total |
|------------------------|--|--|--------------------|--------------|-------------|--------------|
| Name | Title | Role | Days | Hours | Rate | |
| | Project Manager | Communications, travel, property access and overview | 5 | 10 | \$130.00 | \$6,500.00 |
| Direct Expenses | | | | | | |
| Mileage | | | Miles | | Rate | |
| | Mileage to/from project site; mileage during visit | | 1200 | | \$0.655 | \$786.00 |
| | | | Person Days | | Rate | |
| Lodging | | | 3 | | \$200.00 | \$600.00 |
| | | | | | | |
| Per diem | | | 4 | | \$64.00 | \$256.00 |

| | |
|-------------------------------|-------------------|
| Total Estimated Budget | \$8,142.00 |
|-------------------------------|-------------------|

Attachment C

(Optional)

**Consultant/Services Agreement
Progress Payment Schedule**

Consultant: _____

Date: _____

Project: _____

Basic Compensation: \$_____

Phase of Work (Describe)

% of Total

Progress Payment

Phase I:

_____ %

\$_____

Phase II:

_____ %

\$_____

Phase III:

_____ %

\$_____

Phase IV:

_____ %

\$_____

Phase V:

_____ %

\$_____

Total Basic Compensation: \$_____

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*
- (d) Professional Liability
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.