
**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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•
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1910-1992
•
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1919-2005
•
• ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

TO: Sunfish Lake Mayor, Councilmembers and Consultants
FROM: Timothy J. Kuntz, City Attorney
DATE: June 29, 2016
**RE: 2016 Deer Population Management Plan and Resident Volunteer Program;
July 5, 2016 City Council Meeting; Agenda Item 8(d)**

Section 1. Background. By various ordinance amendments, the Council has determined that a City-sponsored deer management program on private or public property is not subject to the requirements of the base line ordinance. Section 601.04, Subd. 3 of the City Code is the provision that identifies that a City sponsored program is an exception to the restrictions otherwise contained in Section 601.

The Council discussed two components of the 2016 Deer Population Management Plan:

1. The contract between the City and Metro Bowhunters Resource Base, Inc.; and
2. Hunting by volunteer residents on private and/or public land.

The following conditions are reflected in the attached documents:

- Metro Bowhunters Resource Base, Inc. (Metro Bowhunters) will be allowed to hunt deer only in the following areas:
 - a. Within the boundaries of Musser Park;
 - b. Within the boundaries of the Russ Wahl wetland; and
 - c. Within the boundaries of private properties where the city has received permission from the landowner to hunt on the landowner's private property.
- Signs will be posted at Musser Park and at the Russ Wahl Wetland at access points to

alert others to the fact that hunting is occurring.

- With respect to hunting by Metro Bowhunters, signs will be posted at private landowner property where hunting is occurring to alert others to the fact that hunting is occurring. The signs will be located generally at access points.
- Metro Bowhunters will only be allowed to hunt on October 14, 15 and 16, 2016; on November 4, 5 and 6, 2016; on November 18, 19 and 20, 2016; and on December 2, 3 and 4, 2016.
- Hunting by Metro Bowhunters must occur from elevated tree stands; no hunting may occur from ground blinds.
- If a deer has been shot on an eligible area but leaves the eligible area to go on to adjoining properties, Metro Bowhunters will make a reasonable effort to seek permission from the adjoining landowner(s) to track and complete the kill of the deer. If permission is denied, Metro Bowhunters will not proceed on the adjoining property; in such an instance Metro Bowhunters will contact a Minnesota Conservation Officer or other law enforcement personnel to inform them that a wounded deer is in the area.
- With respect to Metro Bowhunters, there is no restriction on the number or gender of the deer that may be killed.
- With respect to the resident volunteer hunter program, the volunteer hunters must meet the following qualifications:
 - a. Must have achieved “sharp shooter” status as determined by the qualifications standards of Metro Bowhunters.
 - b. Must possess a Bowhunter Education Certificate from the Minnesota Department of Natural Resources.
 - c. Must have a valid deer hunting license from the State of MN.
 - d. Must be a resident of the City of Sunfish Lake.
- The resident volunteer hunters may hunt deer from the time period of September 17, 2016 to and including December 31, 2016, but no hunting is allowed by the resident volunteer hunters on the following dates:
 - a. October 14, 15 and 16, 2016 (MBRB Hunt).
 - b. October 20, 21, 22 and 23, 2016 (MEA Break).
 - c. October 28, 29, 30 and 31, 2016 (Halloween Hayride Event and Halloween).
 - d. November 4, 5 and 6, 2016 (MBRB Hunt).
 - e. November 18, 19 and 20, 2016 (MBRB Hunt).
 - f. November 24 and 25, 2016 (Thanksgiving Holiday).
 - g. December 2, 3 and 4, 2016 (MBRB Hunt).
 - h. December 24 and 25, 2016 (Christmas Holiday).

- Resident volunteer hunters may only hunt deer on private properties where the City has received permission from the landowners to hunt on the landowners private property.
- With respect to hunting by resident volunteer hunters, signs will be posted at private landowner property where hunting is occurring to alert others to the fact that hunting is occurring. The signs will be located generally at access points.
- Hunting by resident volunteer hunters must occur from elevated tree stands; no hunting may occur from ground blinds.
- If a deer has been shot on an eligible area but leaves the eligible area to go on to adjoining properties, the resident volunteer hunters will make a reasonable effort to seek permission from the adjoining landowner(s) to track and complete the kill of the deer. If permission is denied, the resident volunteer hunters will not proceed on the adjoining property; in such an instance the resident volunteer hunters will contact a Minnesota Conservation Officer or other law enforcement personnel to inform them that a wounded deer is in the area.
- With respect to the resident volunteer hunters, there is no restriction on the number or gender of the deer that may be killed.
- The resident volunteer hunters will generally follow the same hunt rules contained in the contract between the City and Metro Bowhunters.

The Council directed the City Attorney to prepare the 2016 Deer Population Management Plan and to incorporate the above-listed conditions.

Attached to this memo is a Resolution Approving the 2016 Deer Population Management Plan for the City of Sunfish Lake. The 2016 Deer Population Management Plan consists of two components:

1. A contract between the City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. (Metro Bowhunters). The contract is attached as Attachment No. 1.
2. A resident volunteer hunter program. The elements of the resident volunteer hunter program are attached as Attachment No. 2.

Section 2. Council Action. The Council is asked to consider the attached Resolution Approving the 2016 Deer Population Management Plan for the City of Sunfish Lake at the July 5, 2016 Council meeting.

Attachments

2016
AGREEMENT BETWEEN CITY OF SUNFISH LAKE AND
METRO BOWHUNTERS RESOURCE BASE, INC.

THIS AGREEMENT (Agreement) is made, entered into and effective this 5th day of July, 2016, by and between the City of Sunfish Lake, a Minnesota municipal corporation (hereafter referred to as “City”) and Metro Bowhunters Resource Base, Inc., a Minnesota non-profit corporation (hereafter referred to as “Metro Bowhunters”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Sunfish Lake, a Minnesota municipal corporation.

1.3 Metro Bowhunters. “Metro Bowhunters” means Metro Bowhunters Resource Base, Inc., a Minnesota non-profit corporation.

1.4 Scope of Services. “Scope of Services” means all the tasks and services set forth on the attached **Exhibit A**.

1.5 Hunt Rules. “Hunt Rules” means all the regulations, restrictions and protocols set forth on the attached **Exhibit B**.

1.6 Eligible Areas. “Eligible Areas” shall mean the following locations within the City of Sunfish Lake, State of Minnesota, Dakota County:

- Within the boundaries of Musser Park;
- Within the boundaries of the Russ Wahl Wetland;
- Within the boundaries of private properties where the City has received permission from the landowners to hunt on the landowners’ private property. Each private property must be at least two acres in size. To be an Eligible Area, the private property must be approved by the City Liaison and the City Council Liaison. To be an Eligible Area, the landowner must execute the written consent attached hereto as Exhibit D.

ARTICLE 2
RECITALS

2.1 The City is a municipal corporation. Metro Bowhunters is a Minnesota non-profit corporation.

2.2 On December 1, 2009, the City adopted Resolution No. 09-20, Approving Deer Population Management Plan for the City of Sunfish Lake.

2.3 Part of the Deer Population Management Plan is to reduce the deer herd in the City.

2.4 Metro Bowhunters possesses the background experience, training and expertise to perform the Scope of Services.

2.5 Metro Bowhunters, as a party to this Agreement, is an independent contractor and is not an employee of the City.

ARTICLE 3
PERFORMANCE OF SCOPE OF SERVICES

3.1 **Performance of Scope of Services.** The City hereby contracts with Metro Bowhunters to perform the Scope of Services. Metro Bowhunters agrees to perform the Scope of Services.

3.2 **Manner of Performance.** Metro Bowhunters shall perform the Scope of Services in a manner consistent with the level of care and skill ordinarily exercised by professional archers performing services under similar conditions.

Metro Bowhunters must meet and comply with the following:

1. Scope of Services.
2. Hunt Rules.
3. Other terms of this Agreement.

3.3 **Payment.** Metro Bowhunters acknowledge good and sufficient consideration from the City in exchange for performance of the Scope of Services. The City is not required to pay Metro Bowhunters any monetary consideration except the following:

1. City will reimburse Metro Bowhunters for the additional cost incurred by Metro Bowhunters to add the City as an additional insured party on the general liability insurance policy held by Metro Bowhunters. Reimbursement will be made upon execution of this Agreement.

3.4 Insurance. Upon execution of this Agreement, Metro Bowhunters will cause the City to be named as an additional insured on the general liability insurance policy held by Metro Bowhunters.

3.5 Metro Bowhunters Liaisons. For purposes of the Hunt Rules, the Metro Bowhunters Liaison is Joe Palen, with a telephone number of 612-889-5692.

3.6 Release of City. Metro Bowhunters, for itself and its members, accepts full responsibility for and releases and holds harmless the landowners on whose land the deer hunting occurs and the City, its elected officials, agents, advisors, successors and assigns from any and all liability, losses, damages, claims, demands, actions or causes of action whatsoever that Metro Bowhunters, or its members, may hereafter have, by reason of or arising out of or resulting from any activity conducted under this Agreement or any activity conducted under the Scope of Services or any activity or participation in the deer hunt.

This section survives any termination of this Agreement.

3.7 Release by Metro Bowhunters. Prior to any hunter engaging in hunting under this Agreement, Metro Bowhunters will obtain a written release from the hunter; the form of the written release is attached as **Exhibit C**.

3.8 Notice by Telephone as to When Hunting Will Occur. The Hunt Rules state limitations as to when hunting may occur. Within the parameters of the limitations, Metro Bowhunters may select the actual dates and hours when hunting may occur. At least 24 hours in advance of the time that hunting will occur on any given date, Metro Bowhunters Liaison must notify City Liaison as to when the hunting will occur. This particular notice shall be given by telephone call to City Liaison.

ARTICLE 4 **CITY OBLIGATIONS**

4.1 City Liaison. For purposes of the Hunt Rules, the City Liaison is Matt Muellner, West St. Paul Police Officer, with a telephone number of 651-552-4200 and an e-mail address of mmuellner@wspm.gov.

4.2 City Council Liaison. For purposes of the Hunt Rules, the City Council Liaison is Councilmember Mike Hovey, with a telephone number of 651-554-0433 and an e-mail address of mhovey@hmcc.com.

4.3 Parking. On the days that hunting occurs, City Liaison will designate locations or areas where parking may occur with respect to the vehicles of the hunters. Through the City Liaison, the City will issue written parking permits to the hunters.

4.4 Posting of Musser Park and Russ Wahl Wetland. At access points to the properties as so determined by the City Liaison, the City will post signs in Musser Park along Salem Church Road and in the Russ Wahl Wetland that indicate that the park and wetland are closed and that no one is to be in the park or wetland other than designated hunters. These signs

will be posted at least 12 hours before the hunt is to occur on a particular date, provided the City receives the notice from the Metro Bowhunters Liaison pursuant to Section 3.8.

4.5 Posting of Private Land. A private landowner of an Eligible Area must post signs along the landowner's property in conformance with directives given by the City Liaison at access points determined by the City Liaison; in the alternative, the private landowner, with the consent of Metro Bowhunters, may arrange with Metro Bowhunters to have Metro Bowhunters post the landowners property in conformance with directives given by the City Liaison. The signs will be provided by the City at the expense of the City. The signs must be posted at least 12 hours before the hunt is to occur on a particular date.

ARTICLE 5 **TERMINATION**

5.1 Termination of Agreement. Either party, by five (5) days advance written notice to the other, may terminate this Agreement.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6.5 Notice. Except as otherwise stated in Section 3.8, "Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:

City of Sunfish Lake
Attention: Councilmember Mike Hovey
2030 Charlton Road
Sunfish Lake, MN 55118

If to Metro Bowhunters:

Metro Bowhunters Resource Base, Inc.
P.O. Box 161
Circle Pines, MN 55104

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[the remainder of this page has been intentionally left blank]

METRO BOWHUNTERS RESOURCE BASE, INC.

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of July, 2016, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of Metro Bowhunters Resource Base, Inc., the Minnesota non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by _____ and that said _____ acknowledged said instrument to be the free act and deed of the non-profit corporation.

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Metro Bowhunters shall provide the following services:

1. Provide a crew of qualified archers who are members of Metro Bowhunters. Each of the archers must have “sharpshooter status” designation as determined by Metro Bowhunters qualification standards.
2. The crew of qualified archers provided by Metro Bowhunters shall engage in the hunting of deer pursuant to the Hunt Rules and the Agreement.
3. Metro Bowhunters shall supervise, administer, monitor and control the activities of the qualified archers to provide for a safe and orderly deer hunt in compliance with the Hunt Rules and the Agreement.
4. By October 14, 2016 (first hunt date), Metro Bowhunters must provide to the City Liaison a certificate of general liability insurance with the City listed as an additional insured. No hunting shall occur until the certificate of general liability insurance has been provided to the City.
5. The selection of the qualified archers that will participate in the deer hunt, as well as the names and addresses of the qualified archers that will participate in the deer hunt will be provided to the City Liaison prior to the commencement of the first scheduled deer hunting event.
6. On a daily basis, gather hunt data from each participant.
7. After each coordinated hunt period, provide to the City Liaison an oral report on hunt progress and issues each week.
8. Assist in tracking and recovery of deer that are reported as being shot by participants.
9. The Metro Bowhunters Liaison shall communicate and cooperate with the City Liaison so that there is a clear point of contact between the parties to address any issues that may arise during the deer hunt.
10. Report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.
11. Send final summary report of hunt data to City Liaison by January 6, 2017. The report shall include the following information:
 - a. Number of deer that were killed.
 - b. Gender of deer killed.
 - c. Any infractions of the Hunt Rules.
 - d. Report of any accidents or injuries.

EXHIBIT B
HUNT RULES

1. **Type of Deer Hunting.** Deer hunting shall only occur by the type of archery legal for taking deer during the regular deer season in a safe manner.

2. **Location of Deer Hunt.** Deer hunting may only occur within the following boundaries:
 - Within the boundaries of Musser Park;
 - Within the boundaries of the Russ Wahl Wetland;
 - Within the boundaries of private properties where the City has received permission from the landowners to hunt on the landowners' private property. Each private property must be at least two acres in size. To be an Eligible Area, the private property must be approved by the City Liaison and the City Council Liaison. To be an Eligible Area, the landowner must execute the written consent attached hereto as Exhibit D.

(hereafter collectively referred to as "Eligible Areas").

By October 7, 2016, the City Liaison and the Metro Bowhunters Liaison shall conduct a field inspection of the Eligible Areas to generally identify the boundaries of the Eligible Areas. The Metro Bowhunters Liaison is responsible for providing information to the archers so that each archer knows where the boundaries of the Eligible Areas are located. The hunters shall not enter property other than the Eligible Areas unless written permission is obtained from the landowner and only if the purpose is for tracking a wounded deer pursuant to the provisions of Section 24 of these Hunt Rules.

3. **Dates of Deer Hunting.** Deer hunting may only occur on the following days:
 - Friday, October 14, 2016; Saturday, October 15, 2016; and Sunday, October 16, 2016
 - Friday, November 4, 2016; Saturday, November 5, 2016; and Sunday, November 6, 2016
 - Friday, November 18, 2016; Saturday, November 19, 2016; and Sunday, November 20, 2016
 - Friday, December 2, 2016; Saturday, December 3, 2016; and Sunday, December 4, 2016

4. **Hours of Hunt.** Hunting may only occur during the following hours:

One-half hour before sunrise to one-half hour after sunset.

Subject to the limitations set forth above, Metro Bowhunters may select the specific hours during which hunting will occur.

5. **Qualifications of Participants.** The hunters must be members of Metro Bowhunters. The hunters must have achieved “sharp shooter” status as determined by the qualification standards of Metro Bowhunters. The hunters must have a hunting license from the State of Minnesota.

The Metro Bowhunters Liaison shall determine the number of hunters that participate in the hunt.

6. **Compliance with Hunt Rules and Agreement.** Metro Bowhunters and the hunters must comply with the Hunt Rules and the Agreement between the City and Metro Bowhunters.
7. **Release of Liability.** Prior to engaging in any hunting, Metro Bowhunters shall obtain from each hunter a release of liability in the form attached as Exhibit C to the Agreement. The Metro Bowhunters Liaison shall deliver the written releases to the City Liaison.
8. **Field Dressing.** All field dressing shall occur at Musser Park, unless the private landowner allows field dressing to occur on the landowner’s private property. All field dressing at Musser Park shall occur in a specific designated area to be determined by the City Liaison.
9. **Dead Deer.** Any deer that are killed shall be the property of the hunter that killed the deer.
10. **Identification.** During the hunt, each hunter must have in the hunter’s possession a Minnesota Drivers License with a photo identification and a written letter signed by the Metro Bowhunters that authorizes the hunter to participate in the deer hunt.
11. **Log of Hunters On Site.** Each hunter must report to the Metro Bowhunters Liaison before beginning hunting. Each hunter must report to the Metro Bowhunters Liaison when leaving the Eligible Areas and when ceasing hunting. The Metro Bowhunters Liaison must keep a written log of the hunters that are at the Eligible Areas each day.
12. **Reports of Trespass or Accident.** Any incidents of trespass or any accident shall be reported by the hunter to the Metro Bowhunters Liaison, who shall in turn make a report to the City Liaison.
13. **Hunting from Elevated Stands.** The hunters must hunt from elevated tree stands. Metro Bowhunters may erect only a temporary ladder or “strap-on stand” to be used as an elevated tree stand. The tree stands may be installed from and after October 13, 2016, and remain in place until December 5, 2016. All tree stands must be removed no later than December 5, 2016. The tree stands shall be constructed in such a manner as to not

cause damage to the trees. No “screw-in tree steps” or permanent tree stands are allowed. If practicable, the elevated tree stands shall be located on trees that are not visible from residences adjoining Musser Park or adjoining the Russ Wahl Wetland or adjoining the private land where permission has been granted. The hunter must have a five-point fall restraint harness strapped to the hunter while the hunter is on the tree stand. Only Treestand Manufacture’s Association approved stands/steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.

14. **Ground Blinds**. Hunting may not occur from ground blinds.
15. **Warning Whistle**. Each hunter must have a flashlight and warning whistle in possession during the hunt.
16. **No Hunting of Other Animals**. Other than deer, no other animals shall be hunted or killed during the deer hunt.
17. **No Open Fires**. There shall be no open fires.
18. **No Consumption of Alcoholic Beverages**. The hunters shall not consume any alcoholic beverages during the deer hunt.
19. **Shooting Probability**. No hunter shall take a shot at a distance that is not likely to result in a clean kill.
20. **Removal of Entrails**. All entrails shall be disposed of at Musser Park at the field dressing location to be designated by the City Liaison. All entrails at Musser Park shall be placed into a disposal container to be provided by the City at the City’s expense. Provided however, if a hunter kills a deer on private property and the private landowner consents to allow field dressing on the private property and consents to allow the entrails to remain on the private property, then the entrails may be left at the kill site on the landowner’s private property.
21. **Buckthorn Removal**. To prepare the shooting lanes and other open areas, the hunters may cut and remove buckthorn. The buckthorn that is cut may remain at the site. No trees or other vegetation shall be cut or damaged. Buckthorn shall not be removed on private property unless the landowner has given consent for removal.
22. **Removal of Trash**. At the end of each day, the hunters shall remove any bottles, trash or cans that the hunters may have brought to the Eligible Areas during the day.

23. **Transportation of Deer.** A killed deer shall be transported from the kill site to the parking area only by means of a vehicle authorized by the City Liaison or by means of physically dragging the deer to the parking area.
24. **Tracking of Deer.** Hunting may only occur within the Eligible Areas and the hunters may not track deer outside of the Eligible Areas unless the deer has been first shot within the Eligible Areas and then the deer leaves the Eligible Areas. In such an instance, the hunter must contact the Metro Bowhunters Liaison and the City Liaison and the two liaisons may make arrangements where practicable with adjoining landowners for permission to track the deer and complete the kill on the adjoining property. No tracking or killing of deer shall occur on property adjoining the Eligible Areas unless reasonable effort is made to first obtain permission from the landowner; if permission is denied, the hunter shall not proceed to track or kill the deer on the property adjoining the Eligible Area and in such an instance, the City Liaison shall notify law enforcement personnel or a Minnesota Department of Natural Resources Conservation Officer that a deer has been shot and still remains within the area.
25. **Parking.** Hunters shall park their vehicles only in areas or at locations as designated by the City Liaison. The City will issue a written parking permit to each hunter. The hunter must display the written parking permit on the dashboard of the vehicle.
26. **Orders of City Council Liaison.** The hunters must follow any directions or orders made by the City Council Liaison.
27. **Violation of Hunting Rules.** If a hunter does not comply with the Hunt Rules, the City Liaison may demand that the hunter cease hunting, leave the Eligible Area and not further participate in any hunting. The hunter shall comply with such demand.
28. **Compliance with Private Landowner Restrictions.** All hunters hunting on private property must comply with any restrictions placed on hunting by the landowner. Such restrictions may include the areas to be hunted, the hours to hunt, the days to hunt or restrictions relating to field dressing and removal of entrails on the private property.
29. **Discharge Near Driveways.** No discharge shall be made within 200 feet of driveways and no discharge shall be made within 200 feet of any public or private roadways on or abutting an Eligible Area unless the owner of the land closest to the driveway or adjoining the public or private road consents in writing to a lesser restriction.
30. **Discharge Near Boundaries of Private Property.** No discharge shall be made within 200 feet of the boundaries of an Eligible Area unless the owner of the land adjoining the boundary of the Eligible Area consents in writing to a lesser restriction.

31. **Discharge Near Residences.** No discharge shall be made within 200 feet of any residence or other building on an Eligible Area unless the owner of the Eligible Area consents in writing to a lesser restriction.

EXHIBIT C
RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS
AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the City of Sunfish Lake Deer Population Management Plan and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "Releasor") does hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk, and to the terms hereof, as follows:

1. The undersigned acknowledges that the tasks associated with deer hunting are subject to mishap and even injury. The undersigned understands and acknowledges that these tasks have inherent dangers to which no amount of care, caution, instruction or expertise can eliminate; and the undersigned expressly and voluntarily assumes all risk of personal injury sustained while performing the tasks and participating in the deer hunting event.
2. The undersigned understands and agrees that the landowners on whose property the deer hunting occurs and the City of Sunfish Lake, its elected officials, agents and advisors do not assume any responsibility or legal obligation whatsoever including, without limitation, any obligation to provide financial assistance or other assistance of any kind whatsoever, including but not limited to medical, health or disability insurance, in the event of injury resulting from the deer hunting event.
3. The undersigned accepts full responsibility for, and releases and holds harmless the landowners on whose property the deer hunting occurs and the City of Sunfish Lake, its elected officials, agents, advisors, successors and assigns, of and from any and all liability, losses, damages, claims, demands, actions or causes of action whatsoever, that the undersigned may hereafter have, or which the Releasor, her/his heirs, executors, administrators or assigns or any of them hereafter can, shall or may have by reason of or arising out of or resulting from participation in the deer hunting event.
4. Releasor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Releasor agrees that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Dated: _____, 2016.

RELEASOR

(signature)

(print name)

EXHIBIT D
CONSENT OF PRIVATE LANDOWNER

1. **Consent.** The undersigned landowner hereby consents to allow the following entities checked below (x) to hunt deer by bow and arrow on the landowner's property on the dates set forth in the attached Exhibit A:

(check (x) here)

_____ City of Sunfish Lake (City) and its officials, agents and volunteers
_____ Metro Bowhunters Resource Base, Inc. (Metro Bowhunters) and its members
_____ The following volunteers that are participating in the resident volunteer hunter program:

_____, _____, _____

2. **Special Conditions.** The undersigned landowner acknowledges that the deer hunting will only take place by means of bow and arrow. Any additional special conditions imposed by the landowner with respect to this Consent are set forth on Exhibit A.

3. **Release.** In consideration of being allowed to participate in the City of Sunfish Lake Deer Population Management Plan (the Plan) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner releases, discharges and holds harmless Metro Bowhunters and its members and the City and its officials, agents and volunteers and those volunteers that are participating in the resident volunteer hunter program as identified above from any and all liability, claims, demands, actions or causes of action whatsoever, that may arise or result from the Plan or from deer hunting on landowners property or from being present on landowners property.

4. **Optional Waivers.** To the extent checked below (x), the landowner consents to the provisions stated below (if the landowner has not checked the provisions below, then the landowner has not consented to the provisions):

- a. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of driveways on the landowner's property.
- b. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of public or private roadways abutting the landowner's property.
- c. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of the boundaries of the landowner's property.
- d. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of any residence or other building on the landowner's property.
- e. _____. The hunters may field dress the taken deer on the landowner's property.
- f. _____. The hunters may leave the entrails on the landowner's property after the deer have been field dressed.

5. **Execution of Consent.** The landowner has executed this Consent on the date set forth below.

LANDOWNER:

By: _____

Date: _____, 2016

By: _____

Date: _____, 2016

EXHIBIT A TO CONSENT OF PRIVATE LANDOWNER

A. Address of Landowners Property:

B. Approximate Acreage of Landowners Property:

_____ Acres

C. Dates that Hunting May Occur:

September _____, 2016
October _____, 2016
November _____, 2016
December _____, 2016

D. Special Conditions (if any) Imposed by Landowner:

2016
RESIDENT VOLUNTEER HUNTER PROGRAM

1. **City-Sponsored Program.** The resident volunteer hunter program is a City-sponsored program that has the objective of reducing the deer population in the City of Sunfish Lake.
2. **City Liaison.** For purposes of the program, the City Liaison is Matt Muellner, West St. Paul Police Officer, with a telephone number of 651-552-4200 and an e-mail address of mmuellner@wspmn.gov.
3. **City Council Liaison.** For purposes of the program, the City Council Liaison is Councilmember Mike Hovey, with a telephone number of 651-554-0433 and an e-mail address of mhovey@hmcc.com.
4. **Qualifications Demonstrated to City Liaison.** No volunteer may participate in the program unless the volunteer has provided the volunteer's name and address to the City Liaison and has demonstrated to the satisfaction of the City Liaison that the volunteer meets the qualifications of the program. This information must be provided prior to any hunting occurring.
5. **Status as Volunteers.** Those persons participating in the program with the approval of the City Council Liaison are deemed to be volunteers in a City-sponsored program.
6. **Cooperation with City Liaison.** The volunteer hunters shall cooperate with the City Liaison so that there is a clear point of contact between the parties to address any issues that may arise during the deer hunting times.
7. **Resident Requirement.** Only residents of Sunfish Lake are allowed to participate in the program. Those participating are deemed to be volunteers assisting the City in the program.
8. **Qualifications of Hunters.** With respect to the resident volunteer hunter program, the volunteer hunters must meet the following qualifications:
 - a. Must have achieved "sharp shooter" status as determined by the qualifications standards of Metro Bowhunters.
 - b. Must possess a Bowhunter Education Certificate from the Minnesota Department of Natural Resources.
 - c. Must have a valid deer hunting license from the State of MN.
 - d. Must be a resident of the City of Sunfish Lake.

The City Liaison shall determine whether a person has met the qualifications.

9. **Dates of Deer Hunting.** The resident volunteer hunters may hunt deer from the time period of September 17, 2016 to and including December 31, 2016, but **no hunting** is allowed by the resident volunteer hunters on the following dates:
- a. October 14, 15 and 16, 2016 (MBRB Hunt).
 - b. October 20, 21, 22 and 23, 2016 (MEA Break).
 - c. October 28, 29, 30 and 31, 2016 (Halloween Hayride Event and Halloween).
 - d. November 4, 5 and 6, 2016 (MBRB Hunt).
 - e. November 18, 19 and 20, 2016 (MBRB Hunt).
 - f. November 24 and 25, 2016 (Thanksgiving Holiday).
 - g. December 2, 3 and 4, 2016 (MBRB Hunt).
 - h. December 24 and 25, 2016 (Christmas Holiday).
10. **Eligible Areas.** Resident volunteer hunters may only hunt deer on private properties where the City has received permission from the landowners to hunt on the landowners private property (“Eligible Areas”). Each private property must be at least two acres in size. To be an Eligible Area, the private property must be approved by the City Liaison and the Council Liaison. To be an Eligible Area, the landowner must execute the written consent attached hereto as Exhibit B.
11. **Posting of Property.** With respect to hunting by resident volunteer hunters, signs will be posted at private landowner property where hunting is occurring to alert others to the fact that hunting is occurring. The signs shall be located generally at access points. A private landowner of an Eligible Area must post signs along the landowner’s property in conformance with directives given by the City Liaison at access points determined by the City Liaison; in the alternative, the private landowner, with the consent of the hunter, may arrange with the hunter to have the hunter post the landowners property in conformance with directives given by the City Liaison. The signs will be provided by the City at the expense of the City. The signs must be posted at least 12 hours before the hunt is to occur on a particular date.
12. **Tracking of Deer.** If a deer has been shot on an Eligible Area but leaves the Eligible Area to go on to adjoining properties, the resident volunteer hunters will make a reasonable effort to seek permission from the adjoining landowner(s) to track and complete the kill of the deer. If permission is denied, the resident volunteer hunters will not proceed on the adjoining property; in such an instance the resident volunteer hunters will contact a Minnesota Department of Natural Resources Conservation Officer or other law enforcement personnel to inform them that a wounded deer is in the area.
13. **Restriction on Number or Gender of Deer.** With respect to the resident volunteer hunters, there is no restriction on the number or gender of the deer that may be killed.
14. **Shooting Probability.** No hunter shall take a shot at a distance that is not likely to result in a clean kill.

15. **Type of Hunting.** Deer hunting shall only occur by the type of archery legal for taking deer during the regular deer season in a safe manner.
16. **Hours for Hunting.** Hunting may only occur during the following hours:

One-half hour before sunrise to one-half hour after sunset.
17. **Release of Liability Form.** Prior to engaging in any hunting, the hunters must execute a release of liability in the form attached as Exhibit A to this Attachment No. 2. The hunter shall deliver the written release to the City Liaison.
18. **Field Dressing.** All field dressing shall occur in accord with the directives given by the landowner. If a hunter kills a deer on private property and the private landowner consents to allow field dressing on the private property and consents to allow the entrails to remain on the private property, then the entrails may be left at the kill site on the landowner's private property.
19. **Dead Deer.** Any deer that are killed shall be the property of the volunteer hunter that killed the deer.
20. **Identification.** During the hunt, each hunter must have in the hunter's possession a Minnesota Drivers License with a photo identification and a written letter signed by the City Liaison that authorizes the hunter to participate in the deer hunt.
21. **Report to City Liaison.** Each hunter must report to the City Liaison the days when the hunter will be hunting.
22. **Reports of Trespass, Accidents or Rule Infractions.** Any incidents of trespass or any accident shall be reported by the hunter to the City Liaison. The hunters shall report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.
23. **Hunting From Elevated Stands.** Hunting by resident volunteer hunters must occur from elevated tree stands; no hunting may occur from ground blinds. The hunters may erect only a temporary ladder or "strap-on stand" to be used as an elevated tree stand. The tree stands may be installed from and after September 16, 2016, and remain in place until the end of the hunting season. All tree stands must be removed by the end of the hunting season. The tree stands shall be constructed in such a manner as to not cause damage to the trees. No "screw-in tree steps" or permanent tree stands are allowed. If practicable, the elevated tree stands shall be located on trees that are not visible from residences adjoining the property where hunting is occurring. The hunter must have a five-point fall restraint harness strapped to the hunter while the hunter is on the tree stand. Only Treestand Manufacture's Association approved stands/steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.
24. **Warning Whistle.** Each hunter must have a flashlight and warning whistle in possession

during the hunt.

25. **No Hunting of Other Animals.** Other than deer, no other animals shall be hunted or killed during the deer hunt.
26. **No Open Fires.** There shall be no open fires.
27. **No Consumption of Alcoholic Beverages.** The hunters shall not consume any alcoholic beverages during the deer hunt.
28. **Buckthorn Removal.** To prepare the shooting lanes and other open areas, the hunters may cut and remove buckthorn. The buckthorn that is cut may remain at the site. No trees or other vegetation shall be cut or damaged. Buckthorn shall not be removed on private property unless the landowner has given consent for removal.
29. **Removal of Trash.** At the end of each day, the hunters shall remove any bottles, trash or cans that the hunters may have brought to the Eligible Areas during the day.
30. **Tracking of Deer.** Hunting may only occur within the Eligible Areas and the hunters may not track deer outside of the Eligible Areas unless the deer has been first shot within the Eligible Areas and then the deer leaves the Eligible Areas. In such an instance, the hunter must make arrangements where practicable with adjoining landowners for permission to track the deer and complete the kill on the adjoining property. No tracking or killing of deer shall occur on property adjoining the Eligible Areas unless reasonable effort is made to first obtain permission from the landowner; if permission is denied, the hunter shall not proceed to track or kill the deer on the property adjoining the Eligible Area and in such an instance, the hunter shall notify law enforcement personnel or a Minnesota Department of Natural Resources Conservation Officer that a deer has been shot and still remains within the area.
31. **Orders of City Liaison.** The hunters must follow any directions or orders made by the City Liaison.
32. **Violation of Hunting Rules.** If a hunter does not comply with the program rules, the City Liaison may demand that the hunter cease hunting, leave the Eligible Area and not further participate in any hunting. The hunter shall comply with such demand.
33. **Compliance with Private Landowner Restrictions.** All hunters hunting on private property must comply with any restrictions placed on hunting by the landowner. Such restrictions may include the areas to be hunted, the hours to hunt, the days to hunt or restrictions relating to field dressing and removal of entrails on the private property.
34. **Discharge Near Driveways.** No discharge shall be made within 200 feet of driveways and no discharge shall be made within 200 feet of any public or private roadways on or abutting an Eligible Area unless the owner of the land closest to the driveway or adjoining the public or private road consents in writing to a lesser restriction.

35. **Discharge Near Boundaries of Private Property.** No discharge shall be made within 200 feet of the boundaries of an Eligible Area unless the owner of the land adjoining the boundary of the Eligible Area consents in writing to a lesser restriction.
36. **Discharge Near Residences.** No discharge shall be made within 200 feet of any residence or other building on an Eligible Area unless the owner of the Eligible Area consents in writing to a lesser restriction.
37. **Summary Report.** The hunters shall send a final summary report of hunt data to the City Liaison by January 6, 2017. The report shall include the following information:
 - a. Number of deer that were killed.
 - b. Gender of deer killed.
 - c. Any infractions of the hunt rules.
 - d. Report of any accidents or injuries.

EXHIBIT A
RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS
AND ASSUMPTION OF RISK

In consideration of being allowed to participate in the City of Sunfish Lake Deer Population Management Plan and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (the "Releasor") does hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk, and to the terms hereof, as follows:

1. The undersigned acknowledges that the tasks associated with deer hunting are subject to mishap and even injury. The undersigned understands and acknowledges that these tasks have inherent dangers to which no amount of care, caution, instruction or expertise can eliminate; and the undersigned expressly and voluntarily assumes all risk of personal injury sustained while performing the tasks and participating in the deer hunting event.
2. The undersigned understands and agrees that the City of Sunfish Lake, its elected officials, agents and advisors do not assume any responsibility or legal obligation whatsoever including, without limitation, any obligation to provide financial assistance or other assistance of any kind whatsoever, including but not limited to medical, health or disability insurance, in the event of injury resulting from the deer hunting event.
3. The undersigned accepts full responsibility for, and releases and holds harmless the City of Sunfish Lake, its elected officials, agents, advisors, successors and assigns, of and from any and all liability, losses, damages, claims, demands, actions or causes of action whatsoever, that the undersigned may hereafter have, or which the Releasor, her/his heirs, executors, administrators or assigns or any of them hereafter can, shall or may have by reason of or arising out of or resulting from participation in the deer hunting event.
4. Releasor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. Releasor agrees that in the event that any clause or provision of this Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Dated: _____, 2016.

RELEASOR

(signature)

(print name)

EXHIBIT B
CONSENT OF PRIVATE LANDOWNER

1. **Consent.** The undersigned landowner hereby consents to allow the following entities checked below (x) to hunt deer by bow and arrow on the landowner's property on the dates set forth in the attached Exhibit A:

(check (x) here)

_____ City of Sunfish Lake (City) and its officials, agents and volunteers
_____ Metro Bowhunters Resource Base, Inc. (Metro Bowhunters) and its members
_____ The following volunteers that are participating in the resident volunteer hunter program:

_____, _____, _____

2. **Special Conditions.** The undersigned landowner acknowledges that the deer hunting will only take place by means of bow and arrow. Any additional special conditions imposed by the landowner with respect to this Consent are set forth on Exhibit A.

3. **Release.** In consideration of being allowed to participate in the City of Sunfish Lake Deer Population Management Plan (the Plan) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner releases, discharges and holds harmless Metro Bowhunters and its members and the City and its officials, agents and volunteers and those volunteers that are participating in the resident volunteer hunter program as identified above from any and all liability, claims, demands, actions or causes of action whatsoever, that may arise or result from the Plan or from deer hunting on landowners property or from being present on landowners property.

4. **Optional Waivers.** To the extent checked below (x), the landowner consents to the provisions stated below (if the landowner has not checked the provisions below, then the landowner has not consented to the provisions):

- a. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of driveways on the landowner's property.
- b. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of public or private roadways abutting the landowner's property.
- c. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of the boundaries of the landowner's property.
- d. _____. Landowner consents to the discharge of a bow and arrow within 200 feet of any residence or other building on the landowner's property.
- e. _____. The hunters may field dress the taken deer on the landowner's property.
- f. _____. The hunters may leave the entrails on the landowner's property after the deer have been field dressed.

5. **Execution of Consent.** The landowner has executed this Consent on the date set forth below.

LANDOWNER:

By: _____

Date: _____, 2016

By: _____

Date: _____, 2016

EXHIBIT A TO CONSENT OF PRIVATE LANDOWNER

A. Address of Landowners Property:

B. Approximate Acreage of Landowners Property:

_____ Acres

C. Dates that Hunting May Occur:

September _____, 2016
October _____, 2016
November _____, 2016
December _____, 2016

D. Special Conditions (if any) Imposed by Landowner:

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 16-___

**RESOLUTION APPROVING 2016 DEER POPULATION MANAGEMENT PLAN FOR
THE CITY OF SUNFISH LAKE**

WHEREAS, in 2009, 2010, 2011, 2012, 2013, 2014 and 2015, the City of Sunfish Lake sponsored and implemented a deer population management plan.

WHEREAS, this resolution adopts the 2016 Deer Population Management Plan.

WHEREAS, high deer populations in the City of Sunfish Lake pose a safety risk due to auto-deer accidents, cause damage to and destruction of landscaping and yard plantings, and further disrupt the already altered ecosystem of the City. High deer populations also lead to issues such as increased potential for Lyme disease, reduced forest regeneration following storms, disease or insect events, increased likelihood of disease spreading through the deer population and starvation of deer during the winter.

WHEREAS, the density of deer in the City of Sunfish Lake exceeds the recommended norm of twenty (20) deer per square mile of habitat area.

WHEREAS, natural habitat for deer in the City of Sunfish Lake and in surrounding areas is being continuously reduced.

WHEREAS, the Sunfish Lake City Council's goal is to create an acceptable environmental balance that will facilitate the peaceful co-existence of citizens and wildlife.

WHEREAS, the 2016 Deer Population Management Plan consists of two components:

1. A contract between the City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. (Metro Bowhunters). The contract is attached hereto as Attachment No. 1.
2. A resident volunteer hunter program. The elements of the resident volunteer hunter program are attached hereto as Attachment No. 2.

WHEREAS, the major elements of the 2016 Deer Population Management Plan contained within the two components of the Plan listed above are as follows:

- Metro Bowhunters Resource Base, Inc. (Metro Bowhunters) will be allowed to hunt deer only in the following areas:
 - a. Within the boundaries of Musser Park;
 - b. Within the boundaries of the Russ Wahl Wetland; and

c. Within the boundaries of private properties where the City has received permission from the landowner to hunt on the landowner's private property.

- Signs will be posted at Musser Park and at the Russ Wahl Wetland at access points to alert others to the fact that hunting is occurring.

- With respect to hunting by Metro Bowhunters, signs will be posted at private landowner property where hunting is occurring to alert others to the fact that hunting is occurring. The signs will be located generally at access points.

- Metro Bowhunters will only be allowed to hunt on October 14, 15 and 16, 2016; on November 4, 5 and 6, 2016; on November 18, 19 and 20, 2016; and on December 2, 3 and 4, 2016.

- Hunting by Metro Bowhunters must occur from elevated tree stands; no hunting may occur from ground blinds.

- If a deer has been shot on an eligible area but leaves the eligible area to go on to adjoining properties, Metro Bowhunters will make a reasonable effort to seek permission from the adjoining landowner(s) to track and complete the kill of the deer. If permission is denied, Metro Bowhunters will not proceed on the adjoining property; in such an instance Metro Bowhunters will contact a Minnesota Department of Natural Resources Conservation Officer or other law enforcement personnel to inform them that a wounded deer is in the area.

- With respect to Metro Bowhunters, there is no restriction on the number or gender of the deer that may be killed.

- With respect to the resident volunteer hunter program, the volunteer hunters must meet the following qualifications:

- a. Must have achieved "sharp shooter" status as determined by the qualifications standards of Metro Bowhunters.

- b. Must possess a Bowhunter Education Certificate from the Minnesota Department of Natural Resources.

- c. Must have a valid deer hunting license from the State of MN.

- d. Must be a resident of the City of Sunfish Lake.

- The resident volunteer hunters may hunt deer from the time period of September 17, 2016 to and including December 31, 2016, but **no hunting** is allowed by the resident volunteer hunters on the following dates:

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- Resident volunteer hunters may only hunt deer on private properties where the City has received permission from the landowner to hunt on the landowners' private property.

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- If a deer has been shot on an eligible area but leaves the eligible area to go on to adjoining properties, the resident volunteer hunters will make a reasonable effort to seek permission from the adjoining landowner(s) to track and complete the kill of the deer. If permission is denied, the resident volunteer hunters will not proceed on the adjoining property; in such an instance the resident volunteer hunters will contact a Minnesota Department of Natural Resources Conservation Officer or other law enforcement personnel to inform them that a wounded deer is in the area.

- With respect to the resident volunteer hunters, there is no restriction on the number or gender of the deer that may be killed.

- The resident volunteer hunters will generally follow the same hunt rules contained in the contract between the City and Metro Bowhunters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SUNFISH LAKE:

1. The Council hereby approves the contract between the City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. attached as Attachment No. 1.
2. The Council hereby approves the resident volunteer hunter program as outlined in Attachment No. 2.

3. The contract between the City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. and the resident volunteer hunter program hereby constitute the 2016 Deer Population Management Plan and such Plan is hereby approved.

Passed and duly adopted by the City Council of the City of Sunfish Lake this 5th day of July, 2016.

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

ATTACHMENT NO. 1
2016 CONTRACT WITH METRO BOWHUNTERS
RESOURCE BASE, INC.

ATTACHMENT NO. 2
2016 RESIDENT VOLUNTEER HUNTER PROGRAM