

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

RESOLUTION NO. 23-__

**RESOLUTION APPROVING A DEER POPULATION MANAGEMENT PLAN FOR
THE CITY OF SUNFISH LAKE FOR THE DEER HUNTING SEASONS IN
THE YEARS 2023, 2024 AND 2025**

WHEREAS, from 2009 through and including 2022, the City of Sunfish Lake sponsored and implemented a Deer Population Management Plan.

WHEREAS, this resolution adopts the Deer Population Management Plan for the deer hunting seasons in the years 2023, 2024 and 2025.

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 Deer Population Management Plan (the Plan) for the deer hunting seasons in the years 2023, 2024 and 2025 consists of three components:

1. An Agreement Between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. For Deer Hunting Seasons In 2023, 2024 & 2025. The agreement is attached as Attachment No. 1.
2. A Resident Volunteer Hunter Program for Deer Hunting Seasons In 2023, 2024 & 2025. The elements of the resident volunteer hunter program are attached as Attachment No. 2.
3. Chapter 601 of the Sunfish Lake City Code.

WHEREAS, the major elements of the Deer Population Management Plan for the deer hunting seasons in the years 2023, 2024 and 2025 contained within the three components of the Plan listed above are as follows:

- The Agreement between the City and Metro Bowhunters Resource Base, Inc. (Metro Bowhunters) will be for a term of three years, namely 2023, 2024 and 2025.
- Deer hunting may only occur on the following dates with respect to the Metro Bowhunters deer hunts in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)
 October 19, 20 and 21, 2023 (MBRB Hunt)
 November 9, 10 and 11, 2023 (MBRB Hunt)
 December 1, 2 and 3, 2023 (MBRB Hunt)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
 October 18, 19 and 20, 2024 (MBRB Hunt)
 November 8, 9 and 10, 2024 (MBRB Hunt)
 December 6, 7 and 8, 2024 (MBRB Hunt)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)
 October 17, 18 and 19, 2025 (MBRB Hunt)
 November 7, 8 and 9, 2025 (MBRB Hunt)
 December 5, 6 and 7, 2025 (MBRB Hunt)

The permitted hunting dates are subject to change. Any changes to the permitted hunting dates must be made by Council resolution.

- 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 the dates approved by the City Council.
- 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 current “sharpshooter” 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 Minnesota.
 - d. Must be a current resident of the City of Sunfish Lake.
 - e. Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.
 - f. Must be the fee owner of the Eligible Area (hereafter defined) where the hunting will occur or must be an invitee of the fee owner and have received from the fee owner, written permission to hunt within the Eligible Area.
- The resident volunteer hunters may hunt deer during the entirety of the annual Minnesota deer archery season in the years 2023, 2024 and 2025, but **no hunting** is allowed by the resident volunteer hunters on the following dates in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)
 October 19, 20, 21, and 22, 2023 (MEA break)
 October 19, 20 and 21, 2023 (MBRB Hunt)
 October 27, 28, 29, 30 2023 (Potential Halloween events)
 November 9, 10 and 11, 2023 (MBRB Hunt)

November 23 and 24, 2023 (Thanksgiving Holiday)
December 1, 2 and 3, 2023 (MBRB Hunt)
December 24 and 25, 2023 (Christmas Holiday)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
October 17, 18, 19, and 20, 2024 (MEA break)
October 18, 19 and 20, 2024 (MBRB Hunt)
October 31 and November 1, 2 and 3 2024 (Potential Halloween events)
November 8, 9 and 10, 2024 (MBRB Hunt)
November 28 and 29, 2024 (Thanksgiving Holiday)
December 6, 7 and 8, 2024 (MBRB Hunt)
December 24 and 25, 2024 (Christmas Holiday)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)
October 16, 17, 18 and 19, 2025 (MEA break)
October 17, 18 and 19, 2025 (MBRB Hunt)
Oct 31 and Nov 1 and 2 2025 (Potential Halloween events)
November 7, 8 and 9, 2025 (MBRB Hunt)
November 27 and 28, 2025 (Thanksgiving Holiday)
December 5, 6 and 7, 2025 (MBRB Hunt)
December 24 and 25, 2025 (Christmas Holiday)

The permitted hunting dates and prohibited hunting dates for the resident volunteer hunters are subject to change. Any changes to the permitted hunting dates or prohibited hunting dates for the resident volunteer hunters must be made by Council resolution.

- 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.
- 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 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 Agreement Between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. for Deer Hunting Seasons in 2023, 2024 & 2025, attached as Attachment No. 1.
2. The Council hereby approves the Resident Volunteer Hunter Program for Deer Hunting Seasons In 2023, 2024 & 2025 as outlined in Attachment No. 2.
3. Chapter 601 as Amended of the Sunfish Lake City Code and the attached Agreement between the City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. and the Resident Volunteer Hunter Program hereby constitute the 2023, 2024 and 2025 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 _____ day of _____, 2023.

Dan O'Leary, Mayor

ATTEST:

Christy Wilcox, City Clerk

ATTACHMENT NO. 1
AGREEMENT BETWEEN CITY OF SUNFISH LAKE AND
METRO BOWHUNTERS RESOURCE BASE, INC.
FOR DEER HUNTING SEASONS IN 2023, 2024 & 2025

ATTACHMENT NO. 2
RESIDENT VOLUNTEER HUNTER PROGRAM
FOR THE DEER HUNTING SEASONS IN 2023, 2024 AND 2025

**AGREEMENT BETWEEN CITY OF SUNFISH LAKE AND
METRO BOWHUNTERS RESOURCE BASE, INC.
FOR DEER HUNTING SEASONS IN 2023, 2024 & 2025**

THIS AGREEMENT (Agreement) is made, entered into and effective this 3rd day of October, 2023, 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.

1.7 Data Practices Act. “Data Practices Act” means the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13

ARTICLE 2

RECITALS

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

2.2 On _____, 2023, the City adopted Resolution No. _____, 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.

2.6 The term of this Agreement shall run for three years for the calendar years 2023, 2024 and 2025. On or before the first regular City Council meeting in September of 2025, the parties may enter into a new agreement with a new term as agreed upon by the parties.

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 competent 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.

2. The City will reimburse Metro Bowhunters for any actual out-of-pocket copying costs incurred by Metro Bowhunters in connection with requests under the Data Practices Act.

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. At least [4 weeks] prior to the first hunting session, Metro Bowhunters will provide to City the name and contact information of its liaison (the "Metro Bowhunters Liaison") for the purposes of the Hunt Rules.

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**. Upon written request of the City, Metro Bowhunters shall provide to the City the original executed written release from the hunter.

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@wspmn.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 sufficient in number for those hunters participating in the hunt.

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: Mike Hovey 2030 Charlton Road Sunfish Lake, MN 55118
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If to Metro Bowhunters:	Metro Bowhunters Resource Base, Inc. P.O. Box 161 Circle Pines, MN 55104
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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.

6.6 Data Practices. Metro Bowhunters acknowledges and agrees that it will comply with Minn. Stat. § 13.05 subd. 11 and that this Agreement is subject to Minn. Stat. §13.05 subd. 11, which provides as follows:

Privatization. (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section [13.08](#) apply to the private person under this subdivision.

(b) This subdivision does not create a duty on the part of the private person to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract.

IN WITNESS WHEREOF, the City and Metro Bowhunters have executed this Agreement on the day and year first stated above.

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary, Mayor

ATTEST:

Christy Wilcox, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Dan O'Leary and Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

METRO BOWHUNTERS RESOURCE BASE, INC.

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, 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. On or before the 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. Upon the written request of the City Liaison, the selection of the qualified archers that will participate in the deer hunt, as well as the names 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. Metro Bowhunters will monitor hunt results on a daily basis and provide a report to City at the end of each hunt period (each, a “Harvest Report”) with the (i) number and sex of each deer harvested; and (ii) the number and sex (if known) of each deer wounded and not recovered.
7. Assist in tracking and recovery of deer that are reported as being shot by participants.
8. 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 keep City informed of progress and address any issues that may arise during the deer hunt.
9. Report material rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.
10. Send final summary report of hunt data (the “Final Hunt Summary”) to City Liaison by the second Monday in January following the end of the hunt period. The report shall include the following information:
 - a. Number and sex of deer that were harvested.
 - b. Any material infractions of the Hunt Rules.
 - c. Any material accidents, injuries or destruction of property.

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").

Before the first hunt date, 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 with respect to the Metro Bowhunters deer hunts in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)
October 19, 20 and 21, 2023 (MBRB Hunt)
November 9, 10 and 11, 2023 (MBRB Hunt)
December 1, 2 and 3, 2023 (MBRB Hunt)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
October 18, 19 and 20, 2024 (MBRB Hunt)
November 8, 9 and 10, 2024 (MBRB Hunt)
December 6, 7 and 8, 2024 (MBRB Hunt)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)

October 17, 18 and 19, 2025 (MBRB Hunt)

November 7, 8 and 9, 2025 (MBRB Hunt)

December 5, 6 and 7, 2025 (MBRB Hunt)

If there are changes to the above-listed dates, the City Council, by resolution, shall approve the date changes to the list of the permitted hunting dates.

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 to hunt deer with a bow and arrow.

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. Upon written request of the City Liaison, the Metro Bowhunters Liaison shall deliver the executed 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 valid license to hunt deer with a bow and arrow, a Minnesota Driver’s License with 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 notify 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 three days immediately prior to the first hunt date and remain in place three days immediately following the final hunt date. All tree stands must be removed no later than three days following the final hunt date. 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 Manufacturer’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, and the City will provide sufficient parking permits for all the hunters participating in the hunt. 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 on behalf of Metro Bowhunters Resource Base, Inc. ("MBRB") 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 MBRB, 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 MBRB, 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: _____, 20__.

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: _____, 20____

By: _____

Date: _____, 20____

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 _____, 20__
October _____, 20__
November _____, 20__
December _____, 20__

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

**AGREEMENT BETWEEN CITY OF SUNFISH LAKE AND
METRO BOWHUNTERS RESOURCE BASE, INC.
FOR DEER HUNTING SEASONS IN 2023, 2024 & 2025**

THIS AGREEMENT (Agreement) is made, entered into and effective this ~~4th~~-11th day of ~~March~~July, ~~2022~~2023, 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.

1.7 Data Practices Act. “Data Practices Act” means the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13

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ARTICLE 2
RECITALS

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

2.2 On ~~March 1~~, ~~2022~~2023, the City adopted Resolution No. _____, 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.

2.6 The term of this Agreement shall run for three years for the calendar years 2023, 2024 and 2025. On or before the first regular City Council meeting in September of 2025, the parties may enter into a new agreement with a new term as agreed upon by the parties.

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~~competent 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.

~~4.2.~~ The City will reimburse Metro Bowhunters for any actual out-of-pocket copying costs incurred by Metro Bowhunters in connection with requests under the Data Practices Act.

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. At least [4 weeks] prior to the first hunting session, Metro Bowhunters will provide to City the name and contact information of its liaison (the "Metro Bowhunters Liaison") for the purposes of the Hunt Rules.~~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**. Upon written request of the City, Metro Bowhunters shall provide to the City the original executed written release from the hunter.

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@wspmn.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 sufficient in number for those hunters participating in the hunt.

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: 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.

6.6 Data Practices. Metro Bowhunters acknowledges and agrees that it will comply with Minn. Stat. § 13.05 subd. 11 and that this Agreement is subject to Minn. Stat. §13.05 subd. 11, which provides as follows:

Privatization. (a) If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this chapter and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in section [13.08](#) apply to the private person under this subdivision.

(b) This subdivision does not create a duty on the part of the private person to provide access to public data to the public if the public data are

available from the government entity, except as required by the terms of the contract.

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IN WITNESS WHEREOF, the City and Metro Bowhunters have executed this Agreement on the day and year first stated above.

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary, Mayor

ATTEST:

~~Catherine Lago~~Christy Wilcox, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 1st day of ~~March~~, 20222023, before me a Notary Public within and for said County, personally appeared Dan O'Leary and ~~Catherine Lago~~Christy Wilcox, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

METRO BOWHUNTERS RESOURCE BASE, INC.

By: _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

| On this _____ day of _____, ~~2022~~2023, 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. On or before the 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. Upon the written request of the City Liaison, the selection of the qualified archers that will participate in the deer hunt, as well as the names 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. Metro Bowhunters will monitor hunt results on a daily basis and provide a report to City at the end of each hunt period (each, a "Harvest Report") with the (i) number and sex of each deer harvested; and (ii) the number and sex (if known) of each deer wounded and not recovered.

5. On a daily basis, gather hunt data from each participant.

After each coordinated hunt period, provide to the City Liaison an oral report on hunt progress and issues each week.

6.7. Assist in tracking and recovery of deer that are reported as being shot by participants.

7.8. 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 keep City informed of progress and address any issues that may arise during the deer hunt.

8.9. Report material rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.

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10. Send final summary report of hunt data (the “Final Hunt Summary”) to City Liaison by the second Monday in January following the end of the hunt period. The report shall include the following information:

- a. Number and sex of deer that were harvested.
- b. Any material infractions of the Hunt Rules.
- c. Any material accidents, injuries or destruction of property.
- ~~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”).

Before the first hunt date, 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 with respect to the Metro Bowhunters deer hunts in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)

October 19, 20 and 21, 2023 (MBRB Hunt)

November 9, 10 and 11, 2023 (MBRB Hunt)
December 1, 2 and 3, 2023 (MBRB Hunt)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
October 18, 19 and 20, 2024 (MBRB Hunt)
November 8, 9 and 10, 2024 (MBRB Hunt)
December 6, 7 and 8, 2024 (MBRB Hunt)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)
October 17, 18 and 19, 2025 (MBRB Hunt)
November 7, 8 and 9, 2025 (MBRB Hunt)
December 5, 6 and 7, 2025 (MBRB Hunt)

If there are changes to the above-listed dates, the City Council, by resolution, shall approve the date changes to the list of the permitted hunting dates.

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 hunters must meet the following qualifications:

- (a.) Must have achieved current “sharpshooter” 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 Minnesota.
- ~~5.~~(d.) Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.

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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.

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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. Upon written request of the City Liaison, the Metro Bowhunters Liaison shall deliver the executed 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.
- ~~9-10.~~ **Identification.** During the hunt, each hunter must have in the hunter's possession a valid license to hunt deer with a bow and arrow, a Minnesota Driver's License with photo identification and a written letter signed by the Metro Bowhunters that authorizes the hunter to participate in the deer hunt.
- ~~10-11.~~ **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.
- ~~11-12.~~ **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~~ notify the City Liaison.
- ~~12-13.~~ **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 three days immediately prior to the first hunt date and remain in place three days immediately following the final hunt date. All tree stands must be removed no later than three days following the final hunt date. 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.

- ~~13~~.14. **Ground Blinds**. Hunting may not occur from ground blinds.
- ~~14~~.15. **Warning Whistle**. Each hunter must have a flashlight and warning whistle in possession during the hunt.
- ~~15~~.16. **No Hunting of Other Animals**. Other than deer, no other animals shall be hunted or killed during the deer hunt.
- ~~16~~.17. **No Open Fires**. There shall be no open fires.
- ~~17~~.18. **No Consumption of Alcoholic Beverages**. The hunters shall not consume any alcoholic beverages during the deer hunt.
- ~~18~~.19. **Shooting Probability**. No hunter shall take a shot at a distance that is not likely to result in a clean kill.
- ~~19~~.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.
- ~~20~~.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.
- ~~21~~.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.
- ~~22~~.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.
- ~~23~~.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.

~~24,25.~~ **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, and the City will provide sufficient parking permits for all the hunters participating in the hunt. The hunter must display the written parking permit on the dashboard of the vehicle.

~~25,26.~~ **Orders of City Council Liaison.** The hunters must follow any directions or orders made by the City Council Liaison.

~~26,27.~~ **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.

~~27,28.~~ **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.

~~28,29.~~ **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.

~~29,30.~~ **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.

~~30,31.~~ **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 on behalf of Metro Bowhunters Resource Base, Inc. ("MBRB") 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 MBRB, 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 MBRB, 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: _____, 20____.

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: _____, 20____

By: _____

Date: _____, 20____

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 _____, 20__
October _____, 20__
November _____, 20__
December _____, 20__

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

DESCRIPTION OF RESIDENT VOLUNTEER HUNTER PROGRAM FOR THE DEER HUNTING SEASONS IN 2023, 2024 AND 2025

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 Council shall designate the City Liaison. The current 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 shall designate the City Council Liaison. The current 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 and the qualifications of being an Eligible Participant (hereafter defined). 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 Liaison are deemed to be volunteers in a City-sponsored program.
6. **Cooperation with City Liaison.** The Eligible Participants 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 current 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; Eligible Participants.** With respect to the resident volunteer hunter program, the Eligible Participants must meet the following qualifications:
 - a. Must have achieved current "sharpshooter" 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 Minnesota.
 - d. Must be a current resident of the City of Sunfish Lake.
 - e. Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.
 - f. Must be the fee owner of the Eligible Area (hereafter defined) where the hunting will occur or must be an invitee of the fee owner and have received from the fee owner, written permission to hunt within the Eligible Area.

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

9. **Dates of Deer Hunting.** The Eligible Participants may hunt deer during the entirety of the annual Minnesota deer archery season in the years 2023, 2024 and 2025, but **no hunting** is allowed by the resident volunteer hunters on the following dates in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)
October 19, 20, 21, and 22, 2023 (MEA break)
October 19, 20 and 21, 2023 (MBRB Hunt)
October 27, 28, 29, 30 2023 (Potential Halloween events)
November 9, 10 and 11, 2023 (MBRB Hunt)
November 23 and 24, 2023 (Thanksgiving Holiday)
December 1, 2 and 3, 2023 (MBRB Hunt)
December 24 and 25, 2023 (Christmas Holiday)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
October 17, 18, 19, and 20, 2024 (MEA break)
October 18, 19 and 20, 2024 (MBRB Hunt)
October 31 and November 1, 2 and 3 2024 (Potential Halloween events)
November 8, 9 and 10, 2024 (MBRB Hunt)
November 28 and 29, 2024 (Thanksgiving Holiday)
December 6, 7 and 8, 2024 (MBRB Hunt)
December 24 and 25, 2024 (Christmas Holiday)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)
October 16, 17, 18 and 19, 2025 (MEA break)
October 17, 18 and 19, 2025 (MBRB Hunt)
Oct 31 and Nov 1 and 2 2025 (Potential Halloween events)
November 7, 8 and 9, 2025 (MBRB Hunt)
November 27 and 28, 2025 (Thanksgiving Holiday)
December 5, 6 and 7, 2025 (MBRB Hunt)
December 24 and 25, 2025 (Christmas Holiday)

10. **Eligible Areas.** Eligible Participants 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 Eligible Participants, 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 Eligible Participant, may arrange with the Eligible Participant to have the Eligible Participant 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 Eligible Participants 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 Eligible Participants will not proceed on the adjoining property; in such an instance the Eligible Participants 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 Eligible Participants, there is no restriction on the number or gender of the deer that may be killed.
14. **Shooting Probability.** No Eligible Participant 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 Eligible Participants must execute a release of liability in the form attached as Exhibit A to this Attachment No. 2. The Eligible Participant 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 an Eligible Participant 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 Eligible Participant that killed the deer.
20. **Identification.** During the hunt, each Eligible Participant must have in the Eligible Participant's possession a Minnesota Driver's License with a photo identification and a written letter signed by the City Liaison that authorizes the Eligible Participant to

participate in the deer hunt.

21. **Report to City Liaison.** Each Eligible Participant must report to the City Liaison the days when the Eligible Participant will be hunting.
22. **Reports of Trespass, Accidents or Rule Infractions.** Any incidents of trespass or any accident shall be reported by the Eligible Participant to the City Liaison. The Eligible Participants 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 Eligible Participants must occur from elevated tree stands; no hunting may occur from ground blinds. The Eligible Participants 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 the opening date for deer archery season 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 Eligible Participant must have a five-point fall restraint harness strapped to the hunter while the Eligible Participant 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 Eligible Participant 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 Eligible Participants shall not consume any alcoholic beverages during the deer hunt.
28. **Buckthorn Removal.** To prepare the shooting lanes and other open areas, the Eligible Participants 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 Eligible Participants shall remove any bottles, trash or cans that the Eligible Participants may have brought to the Eligible Areas during the day.
30. **Tracking of Deer.** Hunting may only occur within the Eligible Areas and the Eligible Participants 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 Eligible Participants 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 Eligible Participant shall not proceed to track or kill the deer on the property adjoining the Eligible Area and in such an instance, the Eligible Participant 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 Eligible Participants must follow any directions or orders made by the City Liaison.
32. **Violation of Hunting Rules.** If an Eligible Participant does not comply with the program rules, the City Liaison may demand that the Eligible Participant cease hunting, leave the Eligible Area and not further participate in any hunting. The Eligible Participant shall comply with such demand.
33. **Compliance with Private Landowner Restrictions.** All Eligible Participants 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 Eligible Participants shall send a final summary report of hunt data to the City Liaison by the second Monday in January following the end of the hunting season. 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 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: _____, 20__.

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: _____, 20____

By: _____

Date: _____, 20____

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 _____, 20____
October _____, 20____
November _____, 20____
December _____, 20____

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

**DESCRIPTION OF RESIDENT VOLUNTEER HUNTER PROGRAM
FOR THE DEER HUNTING SEASONS IN 2023, 2024 AND 2025**

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 Council shall designate the City Liaison. The current 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 shall designate the City Council Liaison. The current 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 and the qualifications of being an Eligible Participant (hereafter defined). 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 Eligible Participants ~~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 current 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; Eligible Participants.** With respect to the resident volunteer hunter program, the Eligible Participants ~~volunteer hunters~~ must meet the following qualifications:
 - a. Must have achieved current "sharpshooter" 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 Minnesota~~MN~~.
 - d. Must be a current resident of the City of Sunfish Lake.
 - e. Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.
 - f. Must be the fee owner of the Eligible Area (hereafter defined) where the hunting will occur or must be an invitee of the fee owner and have received from the fee owner, written permission to hunt within the Eligible Area.

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

9. **Dates of Deer Hunting.** The ~~Eligible Participants~~ ~~resident volunteer hunters~~ may hunt deer during the entirety of the annual Minnesota deer archery season in the years 2023, 2024 and 2025, but **no hunting** is allowed by the resident volunteer hunters on the following dates in the years 2023, 2024 and 2025:

2023

October 6, 7 and 8, 2023 (MBRB Hunt)
October 19, 20, 21, and 22, 2023 (MEA break)
October 19, 20 and 21, 2023 (MBRB Hunt)
October 27, 28, 29, 30 2023 (Potential Halloween events)
November 9, 10 and 11, 2023 (MBRB Hunt)
November 23 and 24, 2023 (Thanksgiving Holiday)
December 1, 2 and 3, 2023 (MBRB Hunt)
December 24 and 25, 2023 (Christmas Holiday)

2024

October 11, 12 and 13, 2024 (MBRB Hunt)
October 17, 18, 19, and 20, 2024 (MEA break)
October 18, 19 and 20, 2024 (MBRB Hunt)
October 31 and November 1, 2 and 3 2024 (Potential Halloween events)
November 8, 9 and 10, 2024 (MBRB Hunt)
November 28 and 29, 2024 (Thanksgiving Holiday)
December 6, 7 and 8, 2024 (MBRB Hunt)
December 24 and 25, 2024 (Christmas Holiday)

2025

October 10, 11 and 12, 2025 (MBRB Hunt)
October 16, 17, 18 and 19, 2025 (MEA break)
October 17, 18 and 19, 2025 (MBRB Hunt)
Oct 31 and Nov 1 and 2 2025 (Potential Halloween events)
November 7, 8 and 9, 2025 (MBRB Hunt)
November 27 and 28, 2025 (Thanksgiving Holiday)
December 5, 6 and 7, 2025 (MBRB Hunt)
December 24 and 25, 2025 (Christmas Holiday)

10. **Eligible Areas.** ~~Eligible Participants~~ ~~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 ~~Eligible Participants~~~~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 ~~Eligible Participant~~~~hunter~~, may arrange with the ~~Eligible Participant~~~~hunter~~ to have the ~~Eligible Participant~~~~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 ~~Eligible Participants~~~~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 ~~Eligible Participants~~~~resident-volunteer hunters~~ will not proceed on the adjoining property; in such an instance the ~~Eligible Participants~~~~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 ~~Eligible Participants~~~~resident-volunteer hunters~~, there is no restriction on the number or gender of the deer that may be killed.
14. **Shooting Probability.** No ~~Eligible Participant~~~~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 ~~Eligible Participants~~~~hunters~~ must execute a release of liability in the form attached as Exhibit A to this Attachment No. 2. The ~~Eligible Participant~~~~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 an ~~Eligible Participant~~~~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 Eligible Participant~~volunteer hunter~~ that killed the deer.
20. **Identification.** During the hunt, each Eligible Participant~~hunter~~ must have in the Eligible Participant~~hunter~~'s possession a Minnesota Driver's License with a photo identification and a written letter signed by the City Liaison that authorizes the Eligible Participant~~hunter~~ to participate in the deer hunt.
21. **Report to City Liaison.** Each Eligible Participant~~hunter~~ must report to the City Liaison the days when the Eligible Participant~~hunter~~ will be hunting.
22. **Reports of Trespass, Accidents or Rule Infractions.** Any incidents of trespass or any accident shall be reported by the Eligible Participant~~hunter~~ to the City Liaison. The Eligible Participant~~s~~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 Eligible Participants~~resident volunteer hunters~~ must occur from elevated tree stands; no hunting may occur from ground blinds. The Eligible Participants~~s~~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 the opening date for deer archery season 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 Eligible Participant~~hunter~~ must have a five-point fall restraint harness strapped to the hunter while the Eligible Participant~~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 Eligible Participant~~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 Eligible Participants~~s~~hunters shall not consume any alcoholic beverages during the deer hunt.
28. **Buckthorn Removal.** To prepare the shooting lanes and other open areas, the Eligible Participants~~s~~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.

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29. **Removal of Trash.** At the end of each day, the ~~Eligible Participants~~hunters shall remove any bottles, trash or cans that the ~~Eligible Participants~~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 ~~Eligible Participants~~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 ~~Eligible Participants~~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 ~~Eligible Participant~~hunter shall not proceed to track or kill the deer on the property adjoining the Eligible Area and in such an instance, the ~~Eligible Participant~~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 ~~Eligible Participants~~hunters must follow any directions or orders made by the City Liaison.
32. **Violation of Hunting Rules.** If an ~~Eligible Participant~~hunter does not comply with the program rules, the City Liaison may demand that the ~~Eligible Participant~~hunter cease hunting, leave the Eligible Area and not further participate in any hunting. The ~~Eligible Participant~~hunter shall comply with such demand.
33. **Compliance with Private Landowner Restrictions.** All ~~Eligible Participants~~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 ~~Eligible Participants~~hunters shall send a final summary report of hunt data to the City Liaison by the second Monday in January following the end of the hunting season. 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.

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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 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: _____, 20 ____.

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: _____, 20

By: _____

Date: _____, 20

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 _____, 20____
October _____, 20____
November _____, 20____
December _____, 20____

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

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

ORDINANCE NO. 23-_____

**AN ORDINANCE AMENDING THE SUNFISH LAKE CITY CODE, CHAPTER 601
RELATING TO FIREARMS**

The City Council of Sunfish Lake does hereby ordain:

Section 1. Amendment of Chapter 601 of City Code. Chapter 601 of the Sunfish Lake City Code is hereby amended to read as follows (The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code):

SEE ATTACHED EXHIBIT A, which is hereby incorporated by reference.

Section 2. Summary Publication. Pursuant to Minnesota Statutes, Section 412.191, in the case of a lengthy ordinance, or in the case of an ordinance containing charts, a summary ordinance may be published. State law requires that all ordinances be adopted and published prior to becoming effective. Pursuant to Minnesota Statutes, Section 412.191 subd.4, the Council may, by 4/5th vote, direct that only the title and a summary of the ordinance be published.

On July 11, 2023, the City of Sunfish Lake adopted Ordinance 23-____, titled as:

**AN ORDINANCE AMENDING THE SUNFISH LAKE CITY CODE, CHAPTER 601
RELATING TO FIREARMS**

Ordinance 23-____ is lengthy and may be published in summary form.

The Council has reviewed the summary of Ordinance 23-____, which follows hereafter, and the Council has determined that publication of the title and summary of Ordinance 23-____ as stated below would clearly inform the public of the intent and effect of the Ordinance.

The Council approves the summary text of Ordinance 23-____ set forth below and authorizes publication of the summary in lieu of publication of the entirety of Ordinance 23-____.

The Council directs the City Clerk to ensure that a full and complete printed copy of Ordinance 23-____ is available for inspection during regular business hours at the office of the City Clerk, or by standard mail, or electronic mail; the Clerk may be contacted at cwilcoxclerk@gmail.com. A printed copy of the complete Ordinance shall also be posted on the City's official bulletin board at the First Calvary Baptist Church, 5495 S. Robert Trail, Sunfish Lake, MN 55077. A full and complete copy of Ordinance 23-____ shall also be posted on the City's official website: www.sunfishlake.org.

The summary for publication shall be as stated on the attached **Exhibit B**.

Section 3. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2023.

Dan O'Leary, Mayor

ATTEST:

Christy Wilcox, City Clerk

EXHIBIT A TO ORDINANCE 23-____

AN ORDINANCE AMENDING THE SUNFISH LAKE CITY CODE, CHAPTER 601
RELATING TO FIREARMS

Sunfish Lake Minnesota

ARTICLE VI
POLICE REGULATIONS

CHAPTER 601
FIREARMS

SECTION 601.01 DEFINITIONS:

The following definitions shall apply in the interpretation and enforcement of this ~~Ordinance~~Chapter 601:

Subd. 1 Firearm~~:-~~ A firearm is any mechanical device or weapon from which a missile or object is discharged by use of gunpowder, compressed air, or string bow (i.e., rifle, pistol, air rifle, bow and arrow, etc.).

Subd. 2 Discharge of Firearm~~:-~~ The operation or use of any firearm by which any object or missile is discharged including the use of blanks.

SECTION 601.02 VIOLATION:

Subd. 1 Discharge: Any discharge of any firearm in the City of Sunfish Lake is prohibited, except as provided in Section 601.04 subparagraphs 1, 2, 3 and 4 below.

Subd. 2 Firearms to Minor~~:-~~ No person shall sell, give, loan or in any way furnish any firearm or ammunition to a minor under the age of eighteen (18) years without the express written consent of his or her parents or guardian, police officer or magistrate.

SECTION 601.03 PENALTY:

Any person found guilty of violating the provisions of this Chapter 601 shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine, or imprisonment, or both, but in either case including the costs of prosecution thereof.

SECTION 601.04 EXCEPTIONS:

Subd. 1 Persons Required to Discharge Firearms~~—~~ Section 601.02 Subd. 1 shall not apply to those representatives of the City, County, State and or Federal government who may, in the course of their duties, be required to discharge their firearms.

Subd. 2 Discharge for Defense or Enforcement~~—~~ Section 601.02 Subd. 1 shall not apply to any individual who discharges a firearm when done in the lawful defense of person, property, or family, or the necessary enforcement of the law.

Subd. 3 Discharge Pursuant to City Agreement Between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. as Extended and Amended from Time-to-Time sponsored Deer Management Program on City Property or on Private Lands Where the City Has Been Authorized to Hunt~~—~~ Section 601.02 Subd. 1 shall not apply to any individual who discharges a firearm pursuant to and in accordance with and under the authorization of the Agreement Between the City of Sunfish Lake and Metro Bowhunters Resources Base, Inc. on City owned property pursuant to a City approved Deer Management Program or on any private land where the City has been authorized by the owner to hunt and conduct a City approved Deer Management Program when the individual is a participant in discharging the firearm pursuant to the City approved Deer Management Program. If the City approved Deer Management Program the Agreement between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. requires the approval or a permit from the Minnesota Department of Natural Resources (DNR) then the authorized discharge must also comply with the conditions imposed by the Minnesota Department of Natural Resources.

Subd. 4 In the following areas of the City only: Discharge by Eligible Participant in Eligible Area.

a.) ~~any parcel of ten (10) acres or more of contiguous land under single ownership; or~~ Notwithstanding Section 601.02 Subd. 1, an Eligible Participant (as defined in this Section 601.04 Subd. 4) within an Eligible Area (as defined in this Section 601.04 Subd. 4) may discharge a firearm by way of a bow and arrow for the purpose of shooting deer subject to the conditions set forth in this Section 601.04 Subd. 4, and in the Resident Volunteer Hunter Program as adopted and amended by the City Council from time-to-time.

The City Council shall adopt from time-to-time, a Resident Volunteer Hunter Program. The Resident Volunteer Hunter Program and the rules, regulations, requirements and mandates of the Program are hereby incorporated and made a part of this Chapter 601, together with such amendments which are made from time-to-time. The Eligible Participant must comply with the Resident Volunteer

Hunter Program. A copy of the Program shall be on file with the City Clerk, and a copy of the Program shall be given to any person upon request.

For purposes of this Section 601.04 Subd. 4, an Eligible Participant means that the person meets all of the following qualifications:

- a. Must have achieved current "sharpshooter" status as determined by the qualifications standards of Metro Bowhunters Resource Base, Inc.
- 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 Minnesota.
- d. Must be a current resident of the City of Sunfish Lake.
- e. Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.
- f. Must be the fee owner of the Eligible Area, or must have received in writing from the fee owner of the Eligible Area, written permission to hunt deer within the Eligible Area.

For purposes of Section 601.04 Subd. 4, Eligible Area means a parcel of private property of at least two (2) acres in size that has been inspected by the City Liaison and the City Council Liaison and has been determined by the City Liaison and the City Council Liaison, subject to the conditions hereafter set forth, to be suitable for hunting by reason of its configuration, size, topography, vegetative cover, and location of improvements and buildings.

The discharge of a firearm by way of a bow and arrow for the purpose of hunting deer is subject to the following conditions which must be met by the Eligible Participant.

b.) any parcel of less than ten (10) acres in size where all adjoining owners have consented in writing to the discharge of a firearm for the purpose of shooting deer.

The fee owner of the parcel and those persons that have received written permission from the fee owner may discharge a firearm for the purpose of hunting only deer on the parcel subject to the following conditions:

i.) The only firearm allowed shall be bow and arrow unless the Council by resolution approves use of other firearms on a specific parcel under conditions specified by the Council in the resolution; all such conditions must be met.

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ii.) If the firearm discharge occurs pursuant to a Deer Management Program approved by the Minnesota Department of Natural Resources (DNR) and by the City, then all conditions imposed by the DNR and the City must be met. The Council by resolution shall specify the parcels where firearm discharge shall be allowed under the deer management program and the Council may impose conditions. Discharge shall only occur on such parcels.

iii.) Discharge of the firearm must be only for the purpose of hunting deer.

iv.) The person discharging the firearm must have passed a safety training course by the Minnesota Bow Hunters Association or a firearm safety training course of similar scope and purpose.

v.) No discharge shall be made within 200 feet of driveways on the ~~subject parcel~~ Eligible Area and no discharge shall be made within 200 feet of any public or private roadways on or abutting the ~~subject parcel~~ Eligible Area unless the owner of the land closest to the driveway or adjoining the public or private road and the City Council consent in writing to a lesser restriction.

vi.) No discharge shall be made within 200 feet of the boundaries of the ~~Eligible Area subject parcel~~ unless the owner of the land adjoining the boundary and the City Council consent in writing to a lesser restriction.

vii.) No discharge shall be made within 200 feet of any residence or other building on the ~~Eligible Area subject parcel~~ unless the owner of the ~~Eligible Area subject parcel~~ and the City Council consent in writing to a lesser restriction.

viii.) The person discharging the arrow must have a valid State of Minnesota deer hunting license and the license must be in possession of the person at all times while hunting on the ~~Eligible Area subject parcel~~.

ix.) The person discharging the firearm must comply with all the laws and regulations of the State of Minnesota relating to deer hunting. The person discharging the firearm must comply with the rules, regulations, requirements, and mandates of the Resident Volunteer Hunter Program.

x.) If the discharge is to occur by the fee owner, then prior to any discharge the fee owner shall file with the City Clerk the following information in writing: name, address and telephone number of the fee owner; the dates and times when hunting is to occur; a general description of the location of the ~~Eligible Area subject parcel~~; evidence that the person has passed an archery safety training course; evidence that the person has met the qualifications of an Eligible Participant.

xi.) If the discharge is to occur by a person who has received written permission from the fee owner, then prior to any discharge that person shall file with the City Clerk the following information in writing: name, address and telephone number of the fee owner and of the persons receiving the permission; the dates and times when hunting is to occur; a general description of the location of the subject parcel; a copy of the written permission received from the fee owner; the license plate number of the vehicle that the person will be driving to the subject parcel; evidence that the person has passed a safety training course; evidence that the person has met the qualifications of an Eligible Participant.

xii.) The written permission from the fee owner must specifically state the names of the individuals that have the permission and must state the dates and times for which permission has been granted. The person receiving such permission must have the written permission in possession at all times while hunting on the Eligible Areas~~subject parcel~~. Discharge of the firearm and hunting on the Eligible Areas~~subject parcel~~ shall only occur on the dates and at those times stated on the written permission. No discharge of a firearm and no hunting shall occur on the Eligible Area ~~subject parcel~~ if the fee owner revokes the written permission.

xiii.) No discharge shall occur except during the following times:

- one-half (1/2) hour before sunrise to two (2) hours after sunrise
- ~~from two~~ (2) hours before sunset to sunset

xiv.) No discharge of a firearm shall occur prior to September 15 or such earlier date as approved by the Minnesota Department of Natural Resources (DNR) for a specific parcel. In each hunting season no discharge shall occur after either of the following events, whichever comes first:

- December 31 or in lieu thereof that later date set by the DNR as part of an approved DNR deer management program;
- when the number of deer killed in that hunting season equals the respective deer kill limits by gender set by the City Council for that hunting season.

xv.) Any person killing a deer on any of the Eligible Areas ~~eligible parcels~~ shall report the deer killing to the City Clerk and to the fee owner within twenty-four (24) hours after the killing has occurred. The gender of the deer shall also be reported.

xvi.) No discharge of firearms shall occur on ~~October 31~~the dates listed in the Resident Volunteer Hunter Program when hunting and discharge of firearms are prohibited.

When the Clerk receives notice that the limits stated in paragraph (xiv) above have been reached, the Clerk shall notify the fee owners of the Eligible Areas ~~eligible parcels~~ and those that have received permission from the fee owners that no further discharge of arrows can occur. Violation of this Chapter 601 shall be a misdemeanor. Notwithstanding anything to the contrary herein contained, any person that violates this ~~Ordinance~~Chapter 601 shall not be allowed to discharge a firearm.

Each year at the August regular Council meeting, the Council, by written resolution, shall set the deer kill limits for each gender of deer for the Eligible Areas ~~eligible parcels~~. In setting such limits, the Council shall consider the density and location of the deer in the City as shown by surveys either from the Department of Natural Resources or from other organizations. The Council shall consider all other relevant factors in setting the deer limits. After passage, the Council's written resolution shall be sent by mail to the owners of all the Eligible Areas ~~eligible parcels~~ and the written resolution shall be on file with the City Clerk.

EXHIBIT B

CITY OF SUNFISH LAKE DAKOTA COUNTY, MINNESOTA

SUMMARY PUBLICATION

Notice is hereby given that on _____, 2023, the City Council of the City of Sunfish Lake passed and adopted Ordinance 23-____, an Ordinance Amending the Sunfish Lake City Code Chapter 601 Relating to Firearms. The Council directed that the title of the Ordinance and a summary of the Ordinance be published. The title is set forth above.

A summary of the ordinance is as follows:

SECTION 601.01 DEFINITIONS.

The following definitions shall apply in the interpretation and enforcement of this Chapter 601:

Subd. 1 Firearm. A firearm is any mechanical device or weapon from which a missile or object is discharged by use of gunpowder, compressed air, or string bow (i.e., rifle, pistol, air rifle, bow and arrow, etc.).

Subd. 2 Discharge of Firearm. The operation or use of any firearm by which any object or missile is discharged including the use of blanks.

SECTION 601.02 VIOLATION:

Subd. 1 Discharge: Any discharge of any firearm in the City of Sunfish Lake is prohibited, except as provided in Section 601.04 subparagraphs 1, 2, 3 and 4 below.

Subd. 2 Firearms to Minor. No person shall sell, give, loan or in any way furnish any firearm or ammunition to a minor under the age of eighteen (18) years without the express written consent of his or her parents or guardian, police officer or magistrate.

SECTION 601.03 PENALTY.

Any person found guilty of violating the provisions of this Chapter 601 shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine, or imprisonment, or both, but in either case including the costs of prosecution thereof.

SECTION 601.04 EXCEPTIONS.

Subd. 1 Persons Required to Discharge Firearms. Section 601.02 Subd. 1 shall not apply to those representatives of the City, County, State and or Federal government who may, in the course of their duties, be required to discharge their firearms.

Subd. 2 Discharge for Defense or Enforcement. Section 601.02 Subd. 1 shall not apply to any individual who discharges a firearm when done in the lawful defense of person, property, or family, or the necessary enforcement of the law.

Subd. 3 Discharge Pursuant to City Agreement Between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. as Extended and Amended from Time-to-Time: Section 601.02 Subd. 1 shall not apply to any individual who discharges a firearm pursuant to and in accordance with and under the authorization of the Agreement Between the City of Sunfish Lake and Metro Bowhunters Resources Base, Inc. If the Agreement between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. requires the approval or a permit from the Minnesota Department of Natural Resources (DNR) then the authorized discharge must also comply with the conditions imposed by the Minnesota Department of Natural Resources.

Subd. 4 Discharge by Eligible Participant in Eligible Area. Notwithstanding Section 601.02 Subd. 1, an Eligible Participant (as defined in this Section 601.04 Subd. 4) within an Eligible Area (as defined in this Section 601.04 Subd. 4) may discharge a firearm by way of a bow and arrow for the purpose of shooting deer subject to the conditions set forth in this Section 601.04 Subd. 4, and in the Resident Volunteer Hunter Program as adopted and amended by the City Council from time-to-time.

The City Council shall adopt from time-to-time, a Resident Volunteer Hunter Program. The Resident Volunteer Hunter Program and the rules, regulations, requirements and mandates of the Program are hereby incorporated and made a part of this Chapter 601, together with such amendments which are made from time-to-time. The Eligible Participant must comply with the Resident Volunteer Hunter Program. A copy of the Program shall be on file with the City Clerk, and a copy of the Program shall be given to any person upon request.

For purposes of this Section 601.04 Subd. 4, an Eligible Participant means that the person meets all of the following qualifications:

- a. Must have achieved current “sharpshooter” status as determined by the qualifications standards of Metro Bowhunters Resource Base, Inc.

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- 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 Minnesota.
- d. Must be a current resident of the City of Sunfish Lake.
- e. Must have passed a safety training course by the Minnesota Bow Hunters Association or firearm safety training course of similar scope and purpose.
- e.f. Must be the fee owner of the Eligible Area, or must have received in writing from the fee owner of the Eligible Area, written permission to hunt deer within the Eligible Area.

For purposes of Section 601.04 Subd. 4, Eligible Area means a parcel of private property of at least two (2) acres in size that has been inspected by the City Liaison and the City Council Liaison and has been determined by the City Liaison and the City Council Liaison, subject to the conditions hereafter set forth, to be suitable for hunting by reason of its configuration, size, topography, vegetative cover, and location of improvements and buildings.

The discharge of a firearm by way of a bow and arrow for the purpose of hunting deer is subject to the following conditions which must be met by the Eligible Participant. (Including other conditions set forth in the full version of said Ordinance 23-____.)

The only firearm allowed shall be bow and arrow unless the Council by resolution approves use of other firearms on a specific parcel under conditions specified by the Council in the resolution; all such conditions must be met.

If the firearm discharge occurs pursuant to a Deer Management Program approved by the Minnesota Department of Natural Resources (DNR) and by the City, then all conditions imposed by the DNR and the City must be met. The Council by resolution shall specify the parcels where firearm discharge shall be allowed under the deer management program and the Council may impose conditions. Discharge shall only occur on such parcels.

Discharge of the firearm must be only for the purpose of hunting deer.

The person discharging the firearm must have passed a safety training course by the Minnesota Bow Hunters Association or a firearm safety training course of similar scope and purpose.

No discharge shall be made within 200 feet of driveways on the Eligible Area and no discharge shall be made within 200 feet of any public or private

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roadways on or abutting the Eligible Area unless the owner of the land closest to the driveway or adjoining the public or private road and the City Council consent in writing to a lesser restriction.

No discharge shall be made within 200 feet of the boundaries of the Eligible Area unless the owner of the land adjoining the boundary and the City Council consent in writing to a lesser restriction.

No discharge shall be made within 200 feet of any residence or other building on the Eligible Area unless the owner of the Eligible Area and the City Council consent in writing to a lesser restriction.

The person discharging the arrow must have a valid State of Minnesota deer hunting license and the license must be in possession of the person at all times while hunting on the Eligible Area.

The person discharging the firearm must comply with all the laws and regulations of the State of Minnesota relating to deer hunting. The person discharging the firearm must comply with the rules, regulations, requirements, and mandates of the Resident Volunteer Hunter Program.

No discharge shall occur except during the following times:

- one-half (1/2) hour before sunrise to two (2) hours after sunrise
- from two (2) hours before sunset to sunset

No discharge of firearms shall occur on the dates listed in the Resident Volunteer Hunter Program when hunting and discharge of firearms are prohibited.

This is a summary only. A full and complete printed copy of Ordinance 23-____ is available for inspection during regular business hours at the office of the City Clerk, or by standard mail, or electronic mail; contact the City Clerk at cwilcoxclerk@gmail.com to make arrangements for inspection of the Ordinance, or to obtain a copy of the Ordinance. A printed copy of the complete Ordinance is also posted on the City's official bulletin board at the First Calvary Baptist Church, 5495 S. Robert Trail, Sunfish Lake, MN 55077. A full and complete copy of Ordinance 23-____ is also posted on the City's official website: www.sunfishlake.org. The postings on the official bulletin board and the City website shall remain for thirty (30) days.

This Summary Publication has been approved by the City Council of the City of Sunfish Lake on _____, 2023.

This Summary Publication shall be published in the City's official newspaper.

ATTEST:

Christy Wilcox, City Clerk

Dan O'Leary, Mayor

