



City of Sunfish Lake
City Council Agenda Report

9 - b

TO: Mayor O'Leary and Members of the Sunfish Lake City Council
FROM: Kori Land, City Attorney
DATE: June 9, 2026
RE: Metro Bowhunters License 2026-28

BACKGROUND

The City has contracted with Metro Bowhunters for many years to help control the deer population in the City of SFL. Councilmember Hovey recommends continuing with the arrangement through 2028.

DISCUSSION

The only change to the terms is to have the Council adopt the dates of the hunt later by resolution. The exhibits regarding the scope of services, rules of hunting, consent and waiver of private property owners, all remain the same, although they have been updated and streamlined to ensure the terminology is consistent.

RECOMMENDATION

Approve License with Metro Bowhunters for Deer Seasons 2026-2028

ATTACHMENT

License Between City of Sunfish Lake and Metro Bowhunters Resource Base, Inc. for Deer Hunting Seasons 2026-2028

**LICENSE BETWEEN CITY OF SUNFISH LAKE AND
METRO BOWHUNTERS RESOURCE BASE, INC.
FOR DEER HUNTING SEASONS IN 2026-2028**

THIS LICENSE (“License”) is made, entered into and effective this _____ day of _____, 2026 (“Effective Date”) by and between the City of Sunfish Lake, a Minnesota municipal corporation (“City”) and Metro Bowhunters Resource Base, Inc., a Minnesota non-profit corporation (“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 Scope of Services. “Scope of Services” means all the tasks and services set forth on the attached Exhibit A.

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

1.4 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, the City Council Liaison and the Metro Bowhunters Board Member or designee. To be an Eligible Area, the landowner must execute the written consent attached hereto as Exhibit D.

**ARTICLE 2
RECITALS**

2.1 The City has adopted a Deer Population Management Plan for the City of Sunfish Lake, which purpose is to reduce the deer herd in the City.

2.2 Metro Bowhunters possesses the background experience, training and expertise to reduce the deer herd in the City.

ARTICLE 3
PERFORMANCE OF SCOPE OF SERVICES

3.1 Performance of Scope of Services. Metro Bowhunters agrees to perform the Scope of Services and comply with all terms and conditions of this License in the Eligible Areas.

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 and the Hunt Rules.

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:

- a. 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 License.
- b. 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 License, 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 Dates of Deer Hunting. During the term of this License, Metro Bowhunters may only hunt on dates adopted by City Council Resolution, which action shall occur each year as soon as practical after the DNR releases the hunting dates.

3.6 Release of City. Metro Bowhunters, for itself and its volunteers, 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 volunteers, may hereafter have, by reason of or arising out of or resulting from any activity conducted under this License 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 License.

3.7 Release by Metro Bowhunters. Prior to anyone engaging in hunting under this License, Metro Bowhunters will obtain a written release from the archer, releasing the City from liability for participating in the Scope of Services, which Metro Bowhunters shall keep on file.

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 or email 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, the City Liaison will designate parking locations. Through the City Liaison, the City will issue a sufficient number of written parking permits to Metro Bowhunters.

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 Metro Bowhunters. 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. The City will provide signs for the Eligible Areas to post at access points as determined by the City Liaison. The signs must be posted at least 12 hours before the hunt is to occur on a particular date. The signs will be provided to the landowners in the Eligible Areas or Metro Bowhunters for posting the signs in conformance with the directives given by the City Liaison.

ARTICLE 5 **TERM AND TERMINATION**

5.1 Term: Termination of License. This License shall be in effect for three (3) years from the Effective Date. Either party, by five (5) days advance written notice to the other, may terminate this License.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding. The parties mutually recognize and agree that all terms and conditions of this License 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 License. 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 License or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this License, waive compliance by another with any of the covenants contained in this License, 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 License. Any amendment, extension or waiver must be in writing.

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

6.4 Counterparts. This License 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.
7455 France Ave. S. Box #409
Edina, MN 55435
www.mbrb.org

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 this License is governed by the Minnesota Government Data Act.

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CITY OF SUNFISH LAKE

Dan O’Leary, Mayor

ATTEST:

Christy Wilcox, City Clerk

METRO BOWHUNTERS RESOURCE BASE, INC.



Mike Klarich, Board President

May 26, 2026

Date

EXHIBIT A
SCOPE OF SERVICES

Metro Bowhunters shall provide the following services:

1. Provide a crew of qualified archers. 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 License.
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 License.
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. 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.
6. Assist in tracking and recovery of deer that are reported as being shot by participants.
7. 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. Report material rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.
9. 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 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. Metro Bowhunters shall ensure that its archers do 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. **Hours of Hunt.** Hunting may only occur one-half hour before sunrise to one-half hour after sunset. Metro Bowhunters may further limit the specific hours during which hunting will occur.
4. **Qualifications of Participants.** The archers from Metro Bowhunters must have achieved “sharp shooter” status as determined by the qualification standards of Metro Bowhunters and have an archery license from the State of Minnesota to hunt deer. The Metro Bowhunters Liaison shall determine the number that participate in the hunt.
5. **Compliance with Hunt Rules and License.** Metro Bowhunters must comply with the Hunt Rules and the License between the City and Metro Bowhunters.
6. **Release of Liability.** Prior to engaging in any hunting, Metro Bowhunters shall obtain a release of liability from each archer, releasing the City from liability for participating in the Scope of Services, which it shall keep on file.
7. **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.
8. **Dead Deer.** Any deer that are killed shall be the property of the hunter that killed the deer.
9. **Identification.** During the hunt, each archer must have a valid archery license to hunt deer, 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 in his or her possession.
10. **Log of Archers On Site.** Each archer from Metro Bowhunters must report to the Metro Bowhunters Liaison before beginning hunting and when leaving the Eligible Areas. The

Metro Bowhunters Liaison must keep a written log of the archers that are at the Eligible Areas each day.

11. **Reports of Trespass or Accident.** Any incidents of trespass or any accident shall be reported to the Metro Bowhunters Liaison, who shall in turn notify the City Liaison.
12. **Hunting from Elevated Stands.** All hunts must be conducted from elevated tree stands. Archers 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. **Ground Blinds.** Hunting may not occur from ground blinds.
14. **Warning Whistle.** Each archer must have a flashlight and warning whistle in possession during the hunt.
15. **No Hunting of Other Animals.** Other than deer, no other animals shall be hunted or killed during the deer hunt.
16. **No Open Fires.** There shall be no open fires.
17. **No Consumption of Alcoholic Beverages.** The consumption of alcoholic beverages is not allowed during the deer hunt.
18. **Shooting Probability.** No archer shall take a shot at a distance that is not likely to result in a clean kill.
19. **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. **Buckthorn Removal.** To prepare the shooting lanes and other open areas, archers 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. **Removal of Trash.** At the end of each day, any bottles, trash or cans that were brought to the Eligible Areas during the day must be removed.
22. **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. **Tracking of Deer.** Hunting may only occur within the Eligible Areas and no deer may be tracked 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. **Parking.** Archers shall park their vehicles only in areas or at locations as designated by the City Liaison and with a permit issued by the City. The archer must display the written parking permit on the dashboard of the vehicle.
25. **Orders of City Council Liaison.** The archers must follow any directions or orders made by the City Council Liaison.
26. **Violation of Hunting Rules.** If an archer does not comply with the Hunt Rules, the City Liaison may demand that the person cease hunting, leave the Eligible Area and not further participate in any hunting. The person shall comply with such demand.
27. **Compliance with Private Landowner Restrictions.** All archers that are 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. **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. **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. 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
CONSENT OF PRIVATE LANDOWNER

1. **Consent.** The undersigned landowner hereby consents to allow the following entities checked below (x) to hunt deer by archery equipment 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), its members and volunteers
_____ 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 archery equipment. 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, its members and volunteers 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 archery equipment within 200 feet of driveways on the landowner's property.
- b. _____. Landowner consents to the discharge of archery equipment within 200 feet of public or private roadways abutting the landowner's property.
- c. _____. Landowner consents to the discharge of archery equipment within 200 feet of the boundaries of the landowner's property.
- d. _____. Landowner consents to the discharge of archery equipment within 200 feet of any residence or other building on the landowner's property.
- e. _____. The archers may field dress the taken deer on the landowner's property.
- f. _____. The archers 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:

