

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

THIS AGREEMENT (Agreement) is made, entered into and effective this 2nd day of October, 2012, 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 _____ Park;
- Within the boundaries of private properties where the City has received permission from the landowners to hunt on the landowners’ private property.

ARTICLE 2
RECITALS

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

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

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

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

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

ARTICLE 3 **PERFORMANCE OF SCOPE OF SERVICES**

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

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

Metro Bowhunters must meet and comply with the following:

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

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

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

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

3.5 **Metro Bowhunters Liaisons.** For purposes of the Hunt Rules, the Metro Bowhunters Liaisons are Joe Palen, with a telephone number of 612-889-5692 and Lee Murphy with a telephone number of 651-324-4879.

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

This section survives any termination of this Agreement.

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

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

ARTICLE 4 **CITY OBLIGATIONS**

4.1 City Liaison. For purposes of the Hunt Rules, the City Liaison is Matt Muellner, West St. Paul Police Officer, with a telephone number of 651-552-4200 and an e-mail address of Matt.Muellner@ci.west-saint-paul.mn.us.

4.2 City Council Liaison. For purposes of the Hunt Rules, the City Council Liaison is Mayor Richard Williams, with a telephone number of 651-554-1201 and an e-mail address of rwilliams@williamsiversen.com.

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

4.4 Posting of Musser Park. City will post signs in Musser Park along Salem Church Road that indicate that the park is closed and that no one is to be in the park 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 and City Council 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 and City Council

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: Mayor Richard A. Williams, Jr.
1 Acorn Drive
Sunfish Lake, MN 55077

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.

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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: _____
Richard A. Williams, Jr., Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 2nd day of October, 2012, before me a Notary Public within and for said County, personally appeared Richard A. Williams, Jr. and Catherine Iago, 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 in 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 October, 2012, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of Metro Bowhunters Resource Base, Inc., the Minnesota non-profit corporation named in the foregoing instrument, and that said instrument was signed on behalf of said non-profit corporation by _____ and that said _____ acknowledged said instrument to be the free act and deed of the non-profit corporation.

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Metro Bowhunters shall provide the following services:

1. Provide a crew of qualified archers who are members of Metro Bowhunters. Each of the archers must have “sharpshooter status” designation as determined by Metro Bowhunters qualification standards.
2. The crew of qualified archers provided by Metro Bowhunters shall engage in the hunting of deer pursuant to the Hunt Rules and the Agreement.
3. Metro Bowhunters shall supervise, administer, monitor and control the activities of the qualified archers to provide for a safe and orderly deer hunt in compliance with the Hunt Rules and the Agreement.
4. By October 3, 2012, provide to the City Liaison a certificate of general liability insurance with the City listed as an additional insured. No hunting shall occur until the certificate of general liability insurance has been provided to the City.
5. The selection of the qualified archers that will participate in the deer hunt, as well as the names and addresses of the qualified archers that will participate in the deer hunt will be provided to the City Liaison prior to the commencement of the first scheduled deer hunting event.
6. On a daily basis, gather hunt data from each participant.
7. After each coordinated hunt period, provide to the City Liaison an oral report on hunt progress and issues each week.
8. Assist in tracking and recovery of deer that are reported as being shot by participants.
9. The Metro Bowhunters Liaison shall communicate and cooperate with the City Liaison so that there is a clear point of contact between the parties to address any issues that may arise during the deer hunt.
10. Report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the City Liaison.
11. Send final summary report of hunt data to City Liaison by January 4, 2013. The report shall include the following information:
 - a. Number of deer that were killed.
 - b. Gender of deer killed.
 - c. Any infractions of the Hunt Rules.
 - d. Report of any accidents or injuries.

EXHIBIT B
HUNT RULES

1. **Type of Deer Hunting.** Deer hunting shall only occur by the type of archery legal for taking deer during the regular deer season in a safe manner.
2. **Location of Deer Hunt.** Deer hunting may only occur within the following boundaries:
 - Within the boundaries of Musser Park;
 - Within the boundaries of _____ Park;
 - Within the boundaries of private properties where the City has received permission from the landowners to hunt on the landowners' private property.

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

By October 3, 2012, 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 26 of these Hunt Rules.

3. **Dates of Deer Hunting.** Deer hunting may only occur within the following period:
 - From October 4, 2012, to and including December 16, 2012

Deer hunting may only occur on the following days of the week:

_____.

Subject to the limitations set forth above, Metro Bowhunters may select the specific days that hunting will occur.

No hunting shall occur on the following dates:

- October 18, 19, 20, and 21, 2012
- October 31, 2012
- November 22, 2012
- November 23, 2012

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

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

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

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

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

6. **Compliance with Hunt Rules and Agreement.** Metro Bowhunters and the hunters must comply with the Hunt Rules and the Agreement between the City and Metro Bowhunters.

7. **Release of Liability.** Prior to engaging in any hunting, Metro Bowhunters shall obtain from each hunter a release of liability in the form attached as Exhibit C to the Agreement. The Metro Bowhunters Liaison shall deliver the written releases to the City Liaison.

8. **Field Dressing.** All field dressing shall occur at Musser Park, unless the private landowner allows field dressing to occur on the landowner’s private property. All field dressing at Musser Park shall occur in a specific designated area to be determined by the City Liaison.

9. **Dead Deer.** Any deer that are killed shall be the property of the hunter that killed the deer.

10. **Identification.** During the hunt, each hunter must have in the hunter’s possession a Minnesota Drivers License with a photo identification and a written letter signed by the Metro Bowhunters that authorizes the hunter to participate in the deer hunt.

11. **Log of Hunters On Site.** Each hunter must report to the Metro Bowhunters Liaison before beginning hunting. Each hunter must report to the Metro Bowhunters Liaison when leaving the Eligible Areas and when ceasing hunting. The Metro Bowhunters Liaison must keep a written log of the hunters that are at the Eligible Areas each day.

12. **Reports of Trespass or Accident.** Any incidents of trespass or any accident shall be reported by the hunter to the Metro Bowhunters Liaison, who shall in turn make a report to the City Liaison.
13. **Hunting from Elevated Stands.** The hunters may hunt from elevated tree stands. Metro Bowhunters may erect a ladder or “strap-on stands” to be used as an elevated tree stand. The tree stands may be installed from and after October 3, 2012, and remain in place until December 19, 2012. All tree stands must be removed no later than December 19, 2012. 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. If a hunter uses a tree stand, the hunter must have a five-point fall restraint harness strapped to the hunter while the hunter is on the tree stand. Only Treestand Manufacture’s Association approved stands/steps are acceptable. Use of any homemade stands/steps is prohibited for safety reasons.
14. **Ground Blinds.** Hunting may 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 at Musser Park.
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 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 written permission from the landowner is first obtained.
25. **Parking.** Hunters shall park their vehicles only in areas or at locations as designated by the City Liaison. The City will issue a written parking permit to each hunter. The hunter must display the written parking permit on the dashboard of the vehicle.
26. **Orders of City Liaison.** The hunters must follow any directions or orders made by the City 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. **Number of Deer and Gender of Deer Killed.** No more than the number of deer set by the City Council shall be killed during the time period from October 4, 2012, through

December 16, 2012. The City Liaison shall notify the Metro Bowhunters Liaison of the number of deer to be taken set by the City Council.

As referenced in paragraph three of this Exhibit B, deer hunting may only occur during the following days of the week:

_____.

Only antlerless deer may be killed during the following time period:

_____.

The restriction relating to antlerless deer does not apply during the following time period:

_____.

30. **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.
31. **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.
32. **Discharge Near Residences.** No discharge shall be made within 200 feet of any residence or other building on an Eligible Area unless the owner of the Eligible Area consents in writing to a lesser restriction.

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

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

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

Dated: October _____, 2012.

RELEASOR

(signature)

(print name)

CONSENT

1. **Consent.** The undersigned landowner consents to allow the City of Sunfish Lake (City) and its agents and volunteers, and _____ (Sunfish Lake resident) to hunt deer by bow and arrow on the landowner's property on the dates set forth in the attached Exhibit A.

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 and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned landowner releases, discharges, and holds harmless the City and its officials, and agents and volunteers from any and all liability, claims, demands, actions, or causes of action whatsoever, that may arise or result from the City and its officials, agents, and volunteers, and _____ (Sunfish Lake resident) hunting deer on landowner's property or being present on landowner's 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 has been field dressed.

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

LANDOWNER:

BY: _____

Date: _____

BY: _____

Date: _____

EXHIBIT A

A. Address of Landowner's Property:

B. Approximate Acreage of Landowner's Property:

_____ Acres

C. Dates that Hunting May Occur:

September _____, 2012
October _____, 2012
November _____, 2012
December _____, 2012

Entire Minnesota Deer Hunting Season 2012 _____

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

Sunfish Lake Deer Management Background:

The city council has recognized that the City deer population is at an excessively high level.

An excessively high deer population leads to issues such as: increased car/deer incidents, increased resident landscape damage, 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 winter.

The City Council has adopted a Deer Management Plan.

There are Sunfish Lake residents concerned about the high deer population and desire to be part of the plan to reduce the deer population to more acceptable levels. These residents have volunteered to serve on the Deer Management Committee.

Deer Management Committee Tasks:

The Deer Management Committee shall supervise, administer, monitor, and collect data on the activities of the qualified resident archery hunters to provide for a safe and orderly deer hunt in compliance with the Hunt Rules.

Collect the names and addresses of the qualified resident archery hunters that plan to participate in the deer hunt and provide this list to the Deer Management Committee Chairperson prior to the commencement of the first scheduled deer hunting event.

Collect hunt data from each resident hunter following each hunting event including: number of deer seen, shots taken, deer shot, and deer recovered and report this to the Deer Management Committee Chairperson.

Assist in tracking and recovery of deer that are reported as being shot by resident hunters.

Report rule infractions and other pertinent incidents (such as unauthorized hunt area visitors) to the Deer Management Committee Chairperson.

Work with the Deer Management Committee Chairperson to help create a summary report of hunt data by January 10, 2013. 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.

City Obligations:

City Liaison. For the purposes of the Hunt Rules, the City Liaison is Matt Muellner, West St. Paul Police Investigator, with a telephone number of 651-552-4205 and an email address of mmuellner@cityofwsp.org

City Council Liaison. For the purposes of the Hunt Rules, the City Council Liaison is Mayor Richard Williams with a telephone number of 651-554-1201 and an email address of rwilliams@williamslawmn.com.

Posting of Musser Park , Wahl Wetland, and Harmon Park. City will post signs that indicate that the park or wetland is closed and that no one is to be in the park or wetland other than qualified resident hunters. These signs will be posted at least 12 hours before the hunt is to occur on a particular date.

Posting of Private Land. Not required.

Hunt Rules:

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

2. Location of Deer Hunt An Eligible Area may be as small as 2 acres if after a field inspection by the City Liaison, it is determined to be a safe and effective location. Deer hunting may only occur within the following Eligible Areas:

- Within the boundaries of Musser Park; and
- Within the boundaries of Wahl Wetland; and
- Within the boundaries of Harmon Park north of the driveway bisecting Harmon Park; or
- Within the boundaries of a resident's own private property; or
- Within the boundaries of private property that a resident hunter has permission to hunt.

These will be called "Eligible Areas". By September 12, 2012 the City Liaison and Resident hunters will conduct field inspections to generally identify boundaries of Eligible Areas.

3. Dates of Deer Hunting. Deer hunting may only occur within the following period: From September 15, 2012, to and including December 31, 2012.

Public land deer hunting may only occur on a Friday, Saturday or Sunday (a three-day weekend) and deer hunting may only occur on three (3) three-day weekends. Subject to the limitations set forth above, the Deer Management Committee may select the specific days that hunting will occur.

No hunting shall occur on the following dates:

October 18, 19, 20 and 21, 2012 MEA weekend

October 31, 2012 – Halloween

November 22, and 23, 2012 -- Thanksgiving

December 24, and 25, 2012 -- Christmas

4. Hours of Hunt. Hunting may occur from one-half hour before sunrise to one-half hour after sunset.

5. Qualifications of Participants.

- a. The hunters must be current residents of the City of Sunfish Lake. A resident must have a Sunfish Lake mailing address.
- b. The hunters must have achieved “sharp shooter” status as defined by the qualification standards of Metro Bowhunters Resource Base.
- c. The hunters must have a deer hunting license from the state of Minnesota.
- d. Hunters must agree to comply with the Hunt Rules.

6. Release of Liability. Prior to engaging in any hunting the hunter will sign a Release of Liability form and deliver it to a Deer Management Committee member or the City Liaison.

7. Field Dressing. Field Dressing may occur in Musser Park or Wahl Wetland and shall occur in a specific area designated by the City Liaison. A private landowner may allow field dressing on their private property.

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 hunter must have in the hunter’s possession a Minnesota Drivers License proving resident status.

10. Log of Hunters Data. Each hunter will keep a record of hunting activity and turn that information in to the Deer Management Committee Chairperson at the end of the season. The Chairperson will compile that information and present a report to the City Council in January 2013.

11. Reports of Trespass or Accident. Any incidents of trespass or any accident shall be reported to the City Liaison.

12. Hunting from Elevated Stands. Hunters must hunt from elevated tree stands. No “screw-in tree steps” or permanent tree stands are allowed on City property.

13. No Hunting of Other Animals. Other than deer, no other animals shall be hunted or killed during the deer hunt.

14. No Open Fires. There shall be no open fires on public land.

15. No Consumption of Alcoholic Beverages. Hunters shall not consume any alcoholic beverages during the deer hunt.

16. Shooting Probability. No hunter shall take a shot at a distance that is not likely to result in a clean kill.

17. Removal of Entrails. All entrails shall be disposed of at Musser Park and Wahl Wetland at field dressing locations to be designated by the City Liaison. 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.

18. Buckthorn Removal. To prepare the shooting lanes and other open areas, the hunters on City property may cut buckthorn and leave it on site. No other Public Park or Wetland trees or vegetation shall be cut or damaged. Landowner consent is required for any vegetation pruning or removal on private property.

19. Removal of Trash. At the end of each day, hunters shall remove any bottles, trash or cans that the hunter may have brought into the Eligible Area during the day.

- 20. Transportation of Deer.** A deer killed on public land 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.
- 21. Tracking of Deer.** Hunting may only occur within Eligible Areas and the hunters may not track deer outside of 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 Deer Management Committee and the City Liaison to make arrangements with adjoining landowners for permission to track the deer and complete the kill on adjoining property. No tracking or killing of deer shall occur on property adjoining the Eligible Areas unless written permission from the landowner is first obtained.
- 22. Parking.** While hunting on public land, hunters shall park their vehicles only in areas designated by the City Liaison.
- 23. 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 private property.
- 24. Gender of Deer Killed.** Only antlerless deer may be taken up to and during the first three-day weekend resident hunt. The restriction relating to antlerless deer does not apply after the first three day weekend hunt.
- 25. 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 public or private road consents in writing to a lesser restriction.
- 26. Discharge Near Boundaries of Private Property.** No discharge shall be made within 200 feet of 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.
- 27. 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.

**RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS,
AND ASSUPTION OF RISK**

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

1. The undersigned acknowledges that the tasks associated with deer hunting are subject to mishap and even injury. The undersigned understands and acknowledges that these tasks have inherent dangers to which no amount of care, caution, instruction or expertise can eliminate; and the undersigned expressly and voluntarily assumes all risk of personal injury sustained while performing the tasks and participating in the deer hunting event.

2. The undersigned understands and agrees that the City of Sunfish Lake, its elected officials, agents, advisors, **and private landowners** do not assume any responsibility or legal obligation whatsoever including, without limitation, any obligation to provide financial assistance or other assistance of any kind whatsoever, including but not limited to medical, health, or disability insurance, in the event of injury resulting from the deer hunting event.

3. The undersigned accepts full responsibility for, and releases and holds harmless the City of Sunfish Lake, its elected officials, agents, advisors, successors and assigns, **and private landowners** 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: _____, 2012

RELEASOR

(signature)

(print name)