

City Council Staff Report

April 20, 2016

Applicant: Mapleton City
Location: City-wide
Prepared by: Sean Conroy,
Community Development
Director
Public Hearing: Y
Zone: All
Attachments:

1. Contract.

REQUEST

Consideration of a Resolution authorizing the City Administrator to apply for a Certificate of Registration (COR) for an Urban Deer Control Plan with the Division of Wildlife Resources (DWR) and to enter into a contract with Humphries Archery for assistance with implementing the plan.

BACKGROUND AND PROJECT DESCRIPTION

The City has recognized that the urban deer population has become a nuisance. Excessive deer within the City creates the potential for increased vehicle accidents, damage to crops, gardens and property, conflicts with household pets and livestock and other negative consequences. Since 2014 the City has allowed property owners that have property in green belt (5 acres or more) to apply for mitigation permits with the DWR to harvest deer on their property. Approximately 40 deer were through this program each of the last two years. However, no options have been available for property owners on property that does not qualify as green belt.

In 2015, the DWR revised their administrative code to allow cities to adopt specific urban deer control plans if certain standards were met. The City is proposing to submit a Certificate of Registration (COR), which will allow the City to implement its own deer control plan. The purpose of the plan is to reduce the deer population to a more manageable level, not to eliminate deer from the City completely.

Staff is recommending that the City contract with Humphries Archery to assist with implementing the plan. Humphries Archery will provide the following services:

- Prepare a deer survey to determine the best locations for harvesting;
- Coordinate with property owners to set up blinds, baiting, etc.;
- Provide archery specialists that will harvest the deer; and
- Remove the deer from the City to be processed and donated.

The following charges will be included in the contract:

- \$5,000 annual plan implementation fee. Includes specialists time, deer harvesting and removal;
- \$800 annual fee for bait; and
- \$30 a month for each trail camera used.

RECOMMENDATION

Adopt the attached Resolution.

RESOLUTION NO. 2016-

CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPLY FOR A CERTIFICATE OF REGISTRATION (COR) FOR AN URBAN DEER CONTROL PLAN WITH THE DIVISION OF WILDLIFE RESOURCES (DWR) AND TO ENTER INTO A CONTRACT WITH HUMPHRIES ARCHERY FOR ASSISTANCE WITH IMPLEMENTING THE PLAN.

WHEREAS, the urban deer population in Mapleton City creates the potential for increased traffic accidents, damage to crops, gardens and property as well as other negative impacts; and

WHEREAS, Urban Deer Control Rule R657-65 allows cities to apply for a Certificate of Registration (COR) for an Urban Deer Control Plan with the Division of Wildlife Resources (DWR); and

WHEREAS, the City desires to apply for a COR and implement an urban deer control plan; and

WHEREAS, The City also desires to enter into a contract with Humphries Archery for assistance implementing the deer control plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, to authorize the City Administrator to apply for a Certificate of Registration (COR) for an Urban Deer Control Plan with the Division of Wildlife Resources (DWR) and to enter into a contract with Humphries Archery for assistance with implementing the plan (see exhibit "A").

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH, This 20th Day of April, 2016.

Brian Wall, Mayor

ATTEST:

Camille Brown
City Recorder
Publication Date:
Effective Date:

Exhibit "A"

DEER CONTROL AGREEMENT

This agreement is made _____, 20_____, by and between Humphries Archery, LLC, a Utah limited liability company, with its principal office in Highland, Utah (hereinafter referred to as "Humphries"), and _____ City, a municipality of the State of Utah (hereinafter referred to as "City").

Whereas, deer within the boundary of City are causing significant property damage and threatening public safety, and

Whereas, City desires to reduce the population of deer within its boundaries pursuant and in compliance with an Urban Deer Control Plan approved by Utah Division of Wildlife Resources (hereinafter "UDWR"), and

Whereas, Humphries desires to act as City's agent in reducing the deer population using lethal methods,

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. City will apply to UDWR for a Certificate of Registration (hereinafter "COR") of an Urban Deer Control Plan. In conjunction with that application, City will develop a control plan with input from UDWR, the public, interested businesses and organizations, and other local, state and federal government agencies. Humphries will assist City in developing the plan.

2. The control plan will provide that archery will be the only allowed lethal method of reducing the population of urban deer. Humphries is hereby appointed as the sole agent of City to use such lethal method.

3. Humphries may employ such individuals as it shall determine to harvest deer and shall be solely responsible for their training, activities and methods. In harvesting deer, Humphries and said individuals shall act strictly in compliance with the Certificate of Registration issued by UDWR, including without limitation (a) dates of harvest, (b) restrictions on baiting and spotlighting, (c) tagging of carcasses, (d) protocols for removing and disposing of carcasses, and (e) procedures for returning antlers to UDWR. Humphries shall also be responsible for filing all harvest reports required by UDWR and provide copies of all such reports to City.

4. Locations within the boundary of City where deer are harvested shall be as specified in the control plan and as agreed upon from time to time by the parties.

5. City shall maintain general liability insurance in the amount of at least \$1,000,000 and shall cause Humphries to be named as an additional insured under such

policy for the acts of Humphries and the individuals employed by Humphries to carry out the control plan.

6. If City has an ordinance or other regulation prohibiting hunting or otherwise restricting the use of archery as a lethal method to carry out the control plan, City will amend the ordinance or regulation so that the activities of Humphries under this agreement shall not be unlawful. City specifically agrees that it will not prosecute Humphries or any of the individuals employed by Humphries for any of their acts done pursuant to this agreement.

7. City shall designate an agent as supervisor of the control plan. Humphries shall notify that agent in advance of all intended activities, including location, of Humphries in harvesting deer pursuant to the plan and again after the conclusion of the activity.

8. (a) City shall, upon execution of this agreement pay to Humphries the amount of \$2,500 with an additional \$2,500 payable on Jul 1, 2016 as compensation for the services of Humphries provided herein. If the term of this agreement is extended as provided in paragraph 10 below, City shall pay to Humphries \$5,000 on July 1 of each additional year of the agreement.

(b) The parties acknowledge that Humphries may use cameras to monitor the number and locations of deer and the activities of the individuals who are authorized by Humphries to harvest deer. The cameras will be the sole property of Humphries. City will pay to Humphries the sum of \$30 per camera per month.

(c) City shall also reimburse Humphries its actual cost of bait used in carrying out the control plan in an amount not to exceed \$800 for each year of the agreement.

(d) The amounts required by subparagraphs (b) and (c) above shall be in addition to the amount specified in subparagraph (a) above.

10. The term of this agreement shall be one year from the date hereof. It shall be automatically renewed thereafter for two successive terms of one year each unless either party gives to the other written notice of nonrenewal at least sixty (60) days prior to expiration of the original or any renewal term. Provided, however, this agreement shall terminate if the COR expires or is cancelled for any reason by UDWR.

11. This document contains the entire agreement of the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. This agreement cannot be changed except by written agreement of the parties.

SIGNED effective as of the date first above written.

MAPLETON CITY

By: _____
Cory Branch, City Administrator

HUMPHRIES ARCHERY, LLC

By: _____
Brian Cook, Manager