Contract Summary: No-Cost Fishing Agreement between the ODNR Division of Wildlife and the Cleveland Metropolitan Park District

September 25, 2016

Prepared by Richard Zweifel (richard.zweifel@dnr.state.oh.us)

The ODNR Division of Wildlife (DOW) seeks a no-cost fishing agreement between the ODNR Division of Wildlife, Bay Village, and the City of Avon Lake, located in Cuyahoga County to provide free public fishing in exchange for fisheries management of the Walker Road Park Pond. The agreement is for a period of 10 years and expires July of 2026.

Similar agreements are routinely made by the ODNR Division of Wildlife with controlling authorities such as municipalities and park districts to create and maintain public access to fishing opportunities on waters/lands owned by the controlling authorities. The ODNR Division of Wildlife is interested in creating additional fishing opportunities to the greatest extent possible. Each opportunity is important, and when one of our District Fish Management Supervisors identifies a waterbody with potential, we encourage them to have discussions with controlling authorities and, if doing so benefits Ohio anglers, proceed with development of a fishing agreement.

At present, more than 150 such agreements are active and they provide Ohio’s 1.3 million anglers with access to fishing on over 20,000 acres of water/land in 48 counties. These agreements are often 10 years in duration, but can be longer or shorter depending upon interests of the ODNR Division of Wildlife and the controlling authority. Standard terms for agreements are provided on form DNR 8922 (R0813), but supplemental terms are occasionally agreed upon in an addendum. Fisheries management activities provided by the DOW include fish stocking, fish population assessment, fishery regulation, and communication regarding fishing opportunities or fisheries issues. Most agreements are associated with small water bodies, but all provide important fishing opportunities for Ohio anglers. None of these agreements involve an exchange of funds; hence, they are sometimes referred to as “no-cost fishing agreements.”
Division of Wildlife
Ohio Department of Natural Resources

FISHING AGREEMENT

Agreement No. ______________________________

In consideration of the mutual benefits, this agreement is entered into by the State of Ohio, Department of Natural Resources, Division of Wildlife hereinafter known as the Division and the Owner, this 16th day of August, 2016, and expiring on the 18th day of July, 2026, a period of 10 years.

It is the intent of this agreement to provide for public fishing in the body of water commonly known as Walker Reservoir which is located in Avon Lake Township, Lorain County and more completely described in a deed to the Owner filed in deed book number ______, page ______, of the _______ County Recorder's Office consisting of ______ acres more or less of land and water.

It is mutually agreed between the Division and the Owner as follows:

1. The State shall provide a fisheries management program including the enforcement of fish and wildlife laws and all orders of the Division of Wildlife.
2. The State and the Owner shall enforce the provisions of Section 1533.32 and 3767.32 of the Revised Code.
3. The Owner shall permit free public fishing and reasonable access at all times; during normal hours.
4. Free public fishing shall include, but not be limited to, fishing from a vessel with horsepower limits agreeable to both parties.
5. The State shall have the right to remove all of its property or improvements at any time.
6. Obligations of the State are subject to the provisions of Section 128.07 of the Revised Code.
7. The State or its designee will be permitted to use gasoline-powered outboard motors on boats used to perform routine duties including surveys, research, and law enforcement.
8. The Owner will permit fishing access upon the Owner's shoreline and water to responsible and responsible persons without regard to their race, color, national origin, sex, age, or handicap. If the Owner unilaterally restricts fishing access the Division may terminate this agreement immediately.

In witness whereof, the parties heretofore have caused this instrument to be executed this day and year above written.

Witness to Owner

Witness to Owner

STATE OF OHIO

Cuyahoga County, ss:

Before me, the Notary Public in and for said County and State, personally appeared the above named

______________________ who acknowledged that he did sign the foregoing instrument and that the same is free and clear of encumbrances.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 16th day of August, 2016.

______________________
Notary Public

State of Ohio, Department of Natural Resources, Division of Wildlife

______________________
Chief, Division of Wildlife

______________________
Director, Department of Natural Resources

ODNR Fishing
Division of Wildlife
Ohio Department of Natural Resources

FISHING AGREEMENT

In consideration of the mutual benefits this agreement is entered into by the State of Ohio, Department of Natural Resources, Division of Wildlife, hereinafter known as the Division and the City of Avon Lake, hereinafter known as the Owner, this 18th day of July, 2020, and expiring on the 18th day of July, 2030; a period of 10 years.

It is the intent of this agreement to provide free public fishing in the body of water commonly known as Walker Road Park Pond which is located in Avon Township, Lorain County and more completely described in a deed to the Owner filed in deed book number 1290, page 569-572, of the Lorain County Recorder's Office consisting of 40 acres more or less of land and water.

It is mutually agreed between the Division and the Owner as follows:

1. The State shall provide a fishercare management program including the enforcement of fish and wildlife laws and all orders of the Division of Wildlife.
2. The State and the Owner shall enforce the provisions of Section 1539.32 and 5767.32 of the Revised Code.
3. The Owner shall provide the means to free public fishing and reasonable access at times during park hours.
4. Free public fishing shall include, but not be limited to, fishing from watercraft with horsepower limits agreeable to both parties.
5. The State shall have the right to remove all of its property or improvements at any time.
6. Obligations of the State are subject to the provisions of Section 128.97 of the Revised Code.
7. The State or its designee will be permitted to use gasoline-powered outboard motors on boats used to perform routine duties including survey, research, and law enforcement.
8. The Owner will permit fishing upon the Owner's shoreline and water to responsible and respectful persons regardless of their race, color, national origin, sex, age, or handicap. If the Owner unduly restricts fishing access the Division may terminate this agreement immediately.

In witness, the parties hereto have caused this instrument to be executed this day and year above written.

[Signature]
Witness to Owner

[Signature]
Witness to Owner

STATE OF OHIO

Lorain County, ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named

[Signature]
who acknowledged that

[Signature]
he/she did sign the foregoing instrument and that the same is a free and voluntary deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,

at Lorain County, this 18th day of July, 2020.

[Signature]
Notary Public, State of Ohio

State of Ohio, Department of Natural Resources, Division of Wildlife

By:

[Signature]
Chief, Division of Wildlife

APPROVED:

[Signature]
Director, Department of Natural Resources

DNR 8622 (R1113)

ODNR Fishing
July 13, 2017

Kopf Construction Corp.
420 Avon Belden Road
Avon Lake, Ohio 40012

Re: Vacant Property on Walker Road by Walker Road Park

Based on my visit to the site there are several issues related to erosion and sediment control that need to be resolved immediately. There is a lack of silt protection around the new catch basins which need to be installed immediately because sediment is entering the park retention pond. In addition these disturbed areas must be seeded as soon as possible.

This letter shall serve as notice to cease and desist from any additional drainage connections to the park property. Based on the concerns of both Avon Lake and Bay Village it will be necessary for you to install a plug in the storm sewer going into the park property until we can be satisfied that this will not cause undue harm to the park retention basin. The Cities need you to provide us with detailed drainage areas and drainage calculations showing the additional water that will be draining into the park property based on these improvements. These calculations will need to be reviewed and approved by both cities before the system can be placed in service.

As was stated previously when the project was first proposed this drainage system is only temporary until the site is developed. When this property is further improved these connections into the park must be eliminated.

If you have any questions please call me at 440-930-4101.

Sincerely

Joseph R. Reitz, CPESC, CESSWI
Public Works Director

C: Mayor Zilka
   Mayor Koomar
Staff Gauge Concept (image taken from internet search: blog.uwgb.edu)
Looking from tie in point to the north-west

Looking from center basin to the east

Center basin

Looking from center basin to the west