

AN ORDINANCE

**AMMENDING SECTIONS OF PART FIVE, GENERAL OFFENSE
CODE, TO AUTHORIZE THE ABATEMENT OF NUISANCE ANIMALS FROM WITHIN THE
VILLAGE.**

WHEREAS, this council believes that the general interests of the Village will be advanced if nuisance animals are abated from within the Village; provided, that the health, safety and welfare of the Village is advanced thereby.

NOW, THEREFORE, BEIT ORDAINED BY ORANGE VILLAGE , CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That Section 505.11 be and the same hereby is amended to read and provide, in its entirety, as follows:

505.11 HUNTING RESTRICTED.

(a) No person hunt, kill or attempt to kill any animal or fowl by the use of firearms, bow and arrow, air rifle or any other means within the corporate limits of the Municipality, except that limited hunting may be permitted upon the following terms and conditions:

(1) council shall have determined that the nuisance condition exists within the Village, the animal or fowl creating the nuisance and the specific area or areas within the Village of not less than five (5) contiguous acres in which the nuisance is located; and

(2) No firearms are used; and

(3) The Chief of Police or his or her designated representative within the Police Department shall have issued a limited hunting permit only after determining that the applicant has complied with laws, rules and regulations of the State and has the written permission of the owner of the property involved. The permit shall be subject to such reasonable requirements as are deemed necessary to preserve and protect the health, safety and welfare of the residents of the Village and shall be conditioned upon the applicant complying with all laws, rules and regulations of the State. All applicants shall agree, in writing, to defend and indemnify the Village for any negligent acts committed by the applicant while exercising rights granted hereunder. This agreement shall be part of the application, and signed by the applicant.

(b) For the purposes of this section:

(1) "Nuisance condition" means an identifiable specie of animal is causing continuing or repeated annoyance, inconvenience, alarm, discomfort, injury or damage to persons or property within the Village.

(2) " Five (5) contiguous acres" means an assemblage of one or more parcels of land which total more than two hundred seventeen thousand eight hundred (217,800) square feet.

(c) Whoever violates this section is guilty of a misdemeanor of the fourth degree.

SECTION 2. That section 549.08 be and the same hereby is amended to read and provide, in its entirety, as follows:

"549.08 POINTING AND DISCHARGING FIREARMS AND OTHER WEAPONS

- (a) Except as provided in subsections (c), (d) and (e) hereof, no person shall discharge any air gun, rifle, shotgun, revolver, pistol or any other firearm, or make use of a sling or arrow, within the corporate limits of the Municipality.
- (b) No person shall, intentionally and without malice, point or aim a firearm at or toward another or discharge a firearm so pointed or aimed.
- (c) This section does not extend to cases in which firearms, slings or arrows are used in self-defense, in the discharge of official duty or in justifiable homicide.
- (d) This section does not extend to cases in which BB guns and other air guns, or slings or arrows, are used in confines of structures, provided such use is under adult supervision and is approved by the Chief of Police.
- (e) This section does not apply to those who have received a limited permit to abate nuisances, pursuant to section 505.11 of the Codified Ordinances.
- (f) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the fourth degree.

ORANGE VILLAGE DEER HUNTING PROGRAM

It shall be lawful to hunt deer, primarily for the purpose of population management, within the corporation limits of Orange Village subject to all of the following terms and conditions.

Hunting shall be confined to an area of at least (5) five acres. Owners of Property less than (5) five acres may join together provided properties are contiguous and all such owners agree in writing that hunting will take place upon their combined properties.

No person shall hunt or take deer by any means except a crossbow and bolt or longbow and arrow.

If the person is not the lawful owner of the land upon which deer shall be hunted or taken, then written permission of the landowner must be secured and be carried with the person at all times while on the land to be hunted.

Any person who hunts or takes deer must first apply to the Chief of Police or his designated representative for a hunting authorization permit. A permit shall be issued only after a determination that the applicant has secured all necessary state licenses and, if necessary, has obtained the written permission of the owner or owners of the land upon which deer will be hunted.

Property owners must comply with all applicable laws and regulations to hunt or take deer on their own property.

Any person who hunts shall comply with the following list of guidelines as listed with the Ohio Division of Wildlife.

I have read the above restrictions and fully understand them.

NAME (PRINT)

ADDRESS

CITY STATE - ZIP

SIGNATURE

HUNTING AGREEMENT

THIS AGREEMENT, entered into this ____ Day of _____ 20____, by and between

_____ (Hereinafter referred to as "Property Owner")

_____ and,

_____ (Hereinafter referred to as "Hunter").

(Print and Sign above)

WITNESSETH

WHEREAS, the PROPERTY OWNER wishes to permit the HUNTER to hunt on the below referenced property in accordance with the rules of the Village of Orange; and

WHEREAS, said real property upon which said hunting shall be permitted is as follows:

A. PROPERTY OWNER'S ADDRESS _____

Orange Village, Ohio 44022

B. Size of lot _____ acres.

WHEREAS, the PROPERTY OWNER and HUNTER wish to set forth herein the terms and conditions under which the hunting shall take place.

NOW, THEREFORE, the PROPERTY OWNER and HUNTER AGREE, as follows.

1. The Property owner hereby grants permission to the Hunter to hunt the above referenced Property Owners land during the State of Ohio Division of Wildlife Bow Season, provided that the terms and conditions set forth herein below are satisfied.
 - A. The Hunter shall provide proof of completion of an Ohio Division of Wildlife Hunter Safety Course, or a current Ohio Hunting License.
 - B. The Hunter shall provide proof of passing an archery proficiency test. The test shall be conducted at the archery shop designated by Police Chief or his designated officer.
 - C. The Hunter shall have a valid hunting license and special deer permit as required by the State of Ohio Division of Wildlife.
 - D. The Hunter shall execute this agreement and have in the Hunter's possession a copy of this agreement providing permission to hunt the above referenced land.
 - E. As a responsible hunter, the Hunter agrees to conduct him or herself in a legal and ethical manner as a guest on the property owner's land the hunter agrees to respect the land as if it were his/ her own; not to litter; to leave the property in the condition as the hunter found it.

The Hunter further agrees he or she **shall not** :

- Shoot an arrow across a highway, roadway
- Shoot an arrow from a motor vehicle
- Hunt for any deer by aid of light, or electronic calling device.
- Hunt before sunrise or after sunset.
- Trespass on any property adjoining the above referenced land.

The Hunter, and Property Owner agrees further:

- To assume responsibility for liability for any injury or damage to property or persons while a guest on the Property Owner's land during the hunt, and defend and indemnify Orange Village for any negligent acts committed while exercising the rights granted hereunder.
 - There will be no alcoholic beverages consumed by the Hunter within eight hours prior to the hunt nor consumed on the Property Owner's land during the hunt.
 - Transport the deer whole not to leave internal organs on the Property Owner's land and transport the deer in an inconspicuous manner, not to cause inconvenience or alarm to others.
2. Additionally, the Property Owner and the Hunter agree to the following provisions:
- A. The Hunter agrees to hunt from a portable climbing tree stand of good working condition, which shall be a minimum of (10) ten feet off the ground.
 - B. The Hunter agrees to take (2) two does before (1) one buck is taken during the special bow permit season.
 - C. The Property Owner agrees to post the lands which the hunt will take place.
 - D. The Property Owner and the Hunter shall preview the property boundaries prior to the hunt.
 - E. The Property Owner and Hunter shall limit hunting to (2) two hunters per (5) five-acre parcel at a time.
 - F. The Hunter shall notify the Chief of Police or his designee in –person or by phone and register the amount of deer taken.
 - G. The hunter shall mark his/her arrows with an identifiable mark registered with the Police Department Designee. (paint stripe, cresting etc.)

I have read and understand the above conditions.

PERMIT ISSUED _____

PROPERTY OWNER-PHONE # _____

PERMIT NUMBER HUNTER- PHONE # _____

DATE OF BIRTH _____

CHIEF OF POLICE _____

ADDRESS _____

OR DESIGNEE CITY STATE ZIP _____

***Please note: Applications will only be accepted after Sept 1st, 2011.**

2011-2012

APPLICATION FOR DEER HUNTING IN

THE VILLAGE OF ORANGE

NAME _____ TELEPHONE NUMBER _____

ADDRESS CITY ZIP _____

DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

VEHICLE YR (1) MAKE MODEL STATE LIC # _____

VEHICLE YR (2) MAKE MODEL STATE LIC # _____

PROPERTY OWNERS NAME ADDRESS

(Property owner granting permission to hunt on his / her property.)

Hunters and Property Owners signature required

I understand by signing this application that I will abide by all the state laws, Village ordinances and any local rules applicable to bow hunting for deer in the Village of Orange.

I further understand I have permission to hunt **ONLY** on the property named above, and that I **CANNOT** bring anyone else with me who has not properly applied for, and received a Village of Orange permit

I further realize that I will be prosecuted to the fullest extent of the law for any violations I incur.

I further agree to defend and indemnify the Village of Orange for any negligent acts committed by me (Hunter) while exercising rights granted hereunder.

PROPERTY OWNER _____

BOW HUNTER _____

POLICE CHIEF OR DESIGNEE _____

DATE _____

ORANGE VILLAGE ARCHERY PROFICIENCY TEST

The following archery proficiency test was taken by the Hunter listed below. The criteria for the test is ten (10) shots at an NFAA 40 centimeter target at a distance of twenty (20) yards with no shots to exceed the four (4) ring. There will be no practice shots prior to this test.

NAME: _____

ADDRESS _____

CITY, STATE, ZIP: _____

HUNTER SIGNATURE: _____

PERFECT SCORE: 50 – MINIMAL ALLOWABLE SCORE : 45

PARTICIPANT'S SCORE: _____

TEST WITNESSED BY ARCHERY RANGE OWNER:

_____ DATE: _____

THE ARCHERY PROFICIENCY TEST WILL BE CONDUCTED AT:
GREAT LAKES OUTDOOR SUPPLY
14908 N. STATE AVE.
MIDDLEFIELD, OHIO 44062
Please call for an appointment (440) 632-9151 or (440) 632-5334

AND

GEAUGA BOW
15622 WEST HIGH STREET
MIDDLEFIELD, OH 45342
Please call for an appointment (440) 632-1245

HAVE WITH YOU THE PROVIDED PROFICIENCY TEST SIGN OFF SHEET

**VILLAGE OF ORANGE
2011/2012
SPECIAL PARKING PERMIT
FOR DEER HUNTING ONLY**

Chief of Police or Designee

**DEER HUNTING PERMIT
VILLAGE OF ORANGE
2011/2012 SEASON**

THE HOLDER OF THIS PERMIT, HAVING COMPLIED WITH ALL STATE AND LOCAL LAWS, IS BY VIRTUE OF THE ISSUANCE OF THIS DEER (BOW) HUNTING PERMIT, AUTHORIZED TO BOW HUNT ONLY ON THE PROPERTY DESIGNATED TO THIS BOW HUNTER .

**HARVESTED DEER MUST BE REPORTED TO THE ORANGE VILLAGE POLICE DEPARTMENT
WITHIN 24 HOURS (440) 498-4401 EXT 5212 (LEAVE A DETAILED VOICE MAIL MESSAGE)**

***** BOW HUNTING ONLY*****

Bow Hunter Date

Chief of Police or Designee

Property Address