



**Parks Committee Meeting Minutes  
August 24, 2011**

Meeting was called to order at 7:05 p.m.

Roll Call:

Bonnie Gordon, Sue Cox, Kathy Rhoads, Jon Sobczak, Jim Lovejoy and Richard Barbera.

Kathy Rhoads made a motion to approve the minutes of July 27, 2011 and the motion was seconded by Bonnie Gordon. Five aye votes and Richard Barbera abstained. The minutes were approved as written.

Supervisor's Report

Please see attached report. It was discussed how much better the baseball diamonds look with being rototilled verse using just the box scraper.

Unfinished Business:

There will be one more application spray for the mosquitoes on September 2<sup>nd</sup>.

Fallsway Equipment will add the package to the new department truck.

We discovered OOPS (the number you call before you dig) does not always have all of the information. We discovered this with an abandoned placed cable in front of Mr. Boomhour's house. Willie was commended for his hard work in contacting several companies including Frontier and Verizon.

The roof on the Leohr Park Pavilion has been replaced. The damage was due to a storm along with 3 trees lost and three trees with severe limb damage.

Betty<sup>s</sup> Right has a donation for a Memorial for Doc Wolf. Jon looked at custom built granite benches with minimal shipping damage with engraving for \$1000.00. The benches need to be picked up and the location on the Historical Society property will need to be decided and approved.

There<sup>have</sup> been a number of donations for new flags and more are coming in and welcomed. Jon is looking to buy the new flags as a unit with new poles. It has been decided to put up only the amount of new flags for Labor Day weekend.

**Parks Committee Meeting Minutes**

**August 24, 2011**

**Page 2**

Privilege of the Floor:

The Run for Trails has asked for a bump to be removed. Jon is receiving asphalt quotes and trying to combine the work. It has been asked that if it can not be repaired in time it at least be marked.

There has been no response from the Make a Wish Foundation.

Holiday banners can be adjusted for \$25 a pole. The banners last about 5 years and they are sewn with a fishing line. Information will be given to Jon. Kathy Rhodes would like to look at updating holiday decorations for next year.

New Business:

Jon reviewed some highlights on the 2012 proposed Parks Budget.

Jon shared the proposed advertisement for the Seville fire wood. A few changes were discussed and once approved Jon will post the advertisement in both The Medina Gazette and The Post for one week. A copy of a Release is also added for the sealed bidding. An Ordinance will be needed as it is on Village property.

Motion by Jim Lovejoy to adjourn the meeting, Sue Cox seconded. Aye votes all. The meeting was adjourned at 7:49 p.m.

Respectfully Submitted,

Jim Lovejoy  
Chairperson

*Kathy Rhodes*  
acting chair 9/28/2011

# **AUGUST 2011 PARKS REPORT**

- 1. We completely maintain all of the village parks, trails, and right of ways, library and council grounds routinely.**
- 2. We had to restore the shore line at the leohr park pond due to damage done by muskrats by placing rip rap in the affected areas covering with soil and seeding.**
- 3. We cleaned out the French drain along the northeast parking lot at Leohr Park due to diminished drainage.**
- 4. We opened up an area on the west side of the trail allowing the water that was accumulating on that portion of the trail to drain off.**
- 5. We removed a tree at memorial park after our last windstorm that was leaning toward adjacent neighbors home.**
- 6. We added two more barley bales to leohr pond to help control the algae growth.**
- 7. We removed all of the grass in 4 of the 5 infields at our baseball diamonds using Willies Smiths rotary tiller on our tractor; this seems to work very well.**

**8. Respectfully there are so many parks related maintenance/administrative job duties done routinely that time just don't permit them to be listed here.**

**Respectfully submitted by  
Jon Sobczak**

## Seville fire wood ad

1. Run ad for 1 week (trading post advertise weekly) \$10.00 per ad. (This paper is area wide & includes several counties) and the free Tuesday gazette.
2. We only accept sealed bids on the "as is wood" no word of mouth.
3. Bids are only collected one week after last date of advertising appears in paper, bids must include: amount of bid, name, phone number.
4. Once bid is awarded, the bidder must make arrangements to pick up wood (two week allotment)
5. There will be no chainsaw cutting of wood allowed on the property! No exceptions.
6. Parks will assist the loading of wood with our loader into awarded bidders trailer or dump truck, we will not load into pick up trucks with our loader. Loader operation hours are from 7:00am to 3:00pm "no exceptions".
7. Parks department superintendent will be on the premises Monday thru Friday 7:00 am to 3:00 pm and can be contacted by phone.

Village of Seville will not be responsible for any accidents to person or property.

**RELEASE**

This Release ("Release") is made and entered into by and between \_\_\_\_\_ ("Releasor") and The Village of Seville, Ohio, and its elected, appointed officials and employees in their individual and official capacities ("Seville").

WHEREAS, Releasor on behalf of him/herself, and on behalf of his/her respective heirs, executors, administrators, successors, assigns, personal representatives, trustees, attorneys, and all those legally entitled to take by and through him/her has, had, or may have certain claims and/or causes of action, known or unknown, arising at law, in equity or otherwise against Seville and its respective past, present and future officers, employees, agents, representatives, attorneys, successors, assigns and/or elected officials, arising out of the bidding for, sale of, loading of, transportation of and future use of firewood belonging to Seville.

Releasor hereby forever and fully release each other of and from any and all liability, claims, demands, charges, complaints, controversies, actions, causes of action, and suits at law or in equity, of any kind or nature whatsoever, known or unknown, asserted or unasserted, suspected or unsuspected, including without limitation any claim which has or could be raised by Releasor in a court of law or any other forum, and any claim under any local, state or federal statute, and any claim under any other statutory, administrative, constitutional, contractual, tort, common law or other legal or equitable theory whatsoever, which the Releasor at any time may have or claims to have; including without limitation, release, acquit and discharge Seville from any and all liability, and any and all damages, whether compensatory, consequential, punitive, multiple or otherwise, any and all equitable remedies, and any and all claims for attorney fees, expenses, interest, including claims for interest on the settlement under Ohio Revised Code § 1343.03 and *Hartmann v. Duffey*, 95 Ohio St. 3d 456 (2002), costs and any and all subrogated interests, whether known or unknown, which Releasor has, have had, or may have as to Seville concerning, regarding, related to or arising out of the bidding for, sale of, loading of, transportation of and future use of firewood belonging to Seville.

This Release includes the complete and total satisfaction of any claim Releasor has or may have against Seville including without limitation claims for personal injuries, bodily injuries, emotional distress, medical expenses, wage loss, lost benefits, loss of income, loss of services, loss of consortium, loss of property, damage to property, mental anguish, prejudgment interest, post-settlement interest, general damages, liquidated damages, exemplary damages, compensatory damages, punitive damages, and expenses including but not limited to attorney fees and costs, together with any and all other loss, damage, and claim of every kind, nature, and description, resulting from or hereinafter resulting from the acts and omissions of Seville.

Releasor agrees to indemnify, defend and hold Seville harmless from and against any and all liability, claims, demands, actions, causes of action and suits at law or in equity, for injuries, expenses, and damages known or unknown, made against or sustained by Releasor, as a result of any amounts sought, claimed, or recovered by any insurer, person, governmental agency or other entity subrogated to the rights of Releasor, against Seville. Such indemnification shall include without limitation any and all attorney fees, court costs and any and all other costs and expenses.

---

Date:

---