

BY- LAWS OF THE LICKING PARK DISTRICT

ARTICLE I: OFFICE

The principal office of the Licking Park District (Hereinafter referred to as the “Park District”) shall be at 4309 Lancaster Road. SE, County of Licking, State of Ohio.

ARTICLE II: MEETINGS AND NOTICES THEREOF

A. REGULAR MEETINGS: ORGANIZATIONAL MEETING.

1. The Board of Park Commissioners of the Park District (hereinafter called the “Board”) shall hold a regular meeting at least once during each calendar month. At a regular meeting in January of each year the Board shall elect officers, may adopt a schedule of regular meetings for the next twelve months and shall transact such other business as may be properly brought before the meeting. Such January regular meeting is sometimes referred to as the “Organizational Meeting”.

2. The time, place, and date of any regular meeting may be subsequently changed or rescheduled by the Board.

B. SPECIAL AND EMERGENCY MEETINGS.

The Director or any member of the Board may call a Special Meeting of the Board. In an emergency, any member of the board may call an Emergency Meeting of the board.

C. NOTICE OF REGULAR AND SPECIAL MEETINGS.

1. PUBLIC NOTICE

Notice of all regularly scheduled meetings and all special meetings shall be posted in the following described three (3) public buildings:

- a. The Office of the Licking Park District;
- b. The Licking County, Ohio Courthouse; and
- c. The Licking County, Administration Building.

The notice of regularly scheduled meetings shall state the time, date and place of said meetings and shall be posted at least forty-eight (48) hours before the time of said meetings. The Notice of special meetings shall state the time, date, place and purpose of said meetings and shall be posted at least twenty-four (24) hours before the time of said meetings.

2. NEWS MEDIA NOTICE

a. Written notice of all regularly scheduled meetings and all special meetings shall be provided to at least one newspaper of general circulation in Licking County, Ohio and to any other news media that have requested notice of such meetings in the manner provided in paragraph 3a below entitled "Requested Written Notice".

b. Each such notice of a regularly scheduled meeting shall state the time, date and place of such meeting and shall either be:

1. Timely mailed, United State First Class Mail, postage prepaid, with the reasonable expectation that it will be received by said newspaper and by any said requesting news media at least forty-eight (48) hours in advance of such regularly scheduled meeting; or
2. Hand delivered to said newspaper and to any such requesting news media at least forty-eight (48) hours in advance of such regularly scheduled meeting; or
3. Emailed to said newspaper's email address and to any such requesting news media email address at least forty-eight (48) hours in advance of such regularly scheduled meeting.

c. Each said notice of a special meeting shall state the time, date, place and purpose of such meeting and shall either be:

1. Timely mailed, United States First Class Mail, postage prepaid, with the reasonable expectation that it will be received by said newspaper and by any said requesting news media at least twenty-four (24) hours in advance of such special meeting; or
2. Hand delivered to said newspaper and to any said requesting news media at least twenty-four (24) hours in advance of such special meeting.
3. Emailed to said newspaper's email address and to any such requesting news media email address at least twenty-four (24) hours in advance of such regularly scheduled meeting.

3. REQUEST WRITTEN NOTICE.

a. Written notice of all regularly scheduled meetings and of all special meetings shall be given to any person who:

1. Makes written request upon the Board of Commissioners for advanced notification of all regularly scheduled and special meetings;
2. Pays the Board of Commissioners an annual cash fee of Ten (\$10.00) dollars;

3. Furnishes the Board of Commissioners with an adequate and sufficient supply of self-addressed, stamped envelopes.
4. Provides the Board of Commissioners with a working email address to email meeting notices to.

b. Each such notice of a regularly scheduled meeting shall state time, date and place of such meeting and shall either be:

1. Timely mailed, United States First Class Mail, in the self-addressed, stamped envelopes provided by the person requesting such notice, with the reasonable expectation that it will be received by the person requesting such notice at least forty-eight (48) hours in advance of such regularly scheduled meeting; or
2. Hand delivered to the person requesting such notice at least forty-eight (48) hours in advance of such regularly scheduled meeting.
3. Email sent to person's email address at least forty-eight(48) hours in advance of such regularly scheduled meeting.

c. Each such notice of a special meeting shall state the time, date, place and purpose of such meeting and shall either be:

1. Timely mailed, United States First Class Mail, in a self-addressed stamped envelope provided by the person requesting such notice, with the reasonable expectation that it will be received by said person at least twenty-four (24) hours in advance of such special meeting; or
2. Hand delivered to the person requesting such notice at least twenty-four (24) hours in advance of such special meeting.
3. Email sent to person's email address at least twenty-four (24) hours in advance of such special scheduled meeting.

D. NOTICE OF EMERGENCY MEETINGS.

1. Notice of all emergency meetings, stating the time, date, place and purpose thereof, shall be given to the news media that have requested notification. Such notice shall be given either by telephone or in person to the designated representative of said news media at least three (3) hours before the time established for the emergency meeting. Each news media which has requested notification shall file with the Park District the name, telephone number and address of its designated representative or representatives, and the time or times when such designated representative or representatives may be reached by telephone or at his or her address. If the news media fails to file such name and information, notice of an emergency meeting may then be given the news media in any manner or form deemed proper and adequate by the Board member or members who called the emergency meeting.

E. PROOF OF NOTICE

Written proof of the service, mailing, email receipt or giving of Notice of all meetings shall be made by the Secretary, Assistant Secretary or by any Commissioner.

F. PUBLIC ATTENDANCE - EXECUTIVE SESSIONS.

All meetings of the Board, other than Executive Sessions, shall be open to the public. Executive Sessions may be held only for those purposes set forth in the Ohio Revised Code.

G. AGENDA.

Unless at the meeting the Chairman of the Board in his or her discretion otherwise directs, the business of the Board shall be considered in the following order:

1. Roll call.
2. Comments from the public.
3. Approve Agenda
4. Approve Minutes of the previous meeting or meetings
5. Financial status reports of the Park District.
6. Approval/disapproval of expenditures, payrolls, and PO's.
7. Old business
8. New business.
9. Adjournment

ARTICLE III: QUORUM

Three Commissioners shall constitute a quorum of the Board for any meeting; any action of the Board shall be by motion or resolution; the affirmative votes of at least three (3) Commissioners shall be required for the adoption of any motion or resolution.

ARTICLE IV: PARLIAMENTARY PROCEDURE

"Robert's Rules of Parliamentary Procedure" shall govern the proceedings of the Board when not otherwise expressly covered or provided for herein.

ARTICLE V: APPLICATIONS TO BOARD - ADVANCED NOTICE

All petitions, applications, communications or business intended for consideration by the Board (other than those presented by the members of the Board, or the

Director) shall be in writing and shall not be considered nor acted upon by the Board at any of its meetings unless delivered to the Secretary or to the principal office of the Park District at least twenty-four (24) hours prior to the meeting at which such matter is intended to be considered; the Board may at its discretion waive such requirements.

ARTICLE VI: OFFICERS AND EXECUTIVE EMPLOYEES

A. OFFICERS

The Board shall elect a Chairman and two Vice Chairmen all whom shall be Board Members.

1. The Chairman shall preside at all Board meetings at which he or she is present.

2. The Vice Chairman with the most seniority as a Commissioner shall preside at Board meetings when the Chairman is absent. Such Vice Chairman shall also have the authority and powers of the Chairman when the Chairman is ill, or otherwise unavailable.

3. Board Member Expectations:

If the Board has concerns whether another Board Commissioner is not fulfilling, or unable to fulfill the duties and responsibilities expectations the individual agreed to when appointed to the Board, the Board Chair will discuss the issue with the individual and report to the Board. Pending mitigating circumstances, the Board will then vote to request the resignation of the Board member in question. If the Board member does not voluntarily resign, the Board Chair will advise with the appointing authority of the individual's inability to carry out his/her commitment as a Board Commissioner. Not fulfilling expectations includes, but is not limited to the following:

Attendance

1. The member has two un-notified absences in a row ("un-notified" means the member did not call ahead to a reasonable contact in the organization before the upcoming meeting to indicate they would be gone from the upcoming meeting).

2. The member has three notified absences in a row.

3. The member misses one fourth of the total number of board meetings in a twelve-month period.

Lack of Contribution

A "lack of contribution" occurs when a Board member

1) does not prepare for Board meetings.

- 2) does not engage in Board discussion.
- 3) does not occasionally volunteer to assist with Park programs or make other contributions to the park outside of regular Board meetings.

Conduct unbecoming that negatively reflects on Park District

B. EX OFFICIO OFFICERS.

The Treasurer and Auditor of Licking County are ex officio officers of the Board and have the duties and responsibilities set forth in the Ohio Revised Code.

C. EXECUTIVE EMPLOYEES.

1. Secretary, Director, Director/Secretary.

- a. The Board may employ a Director and a Secretary. The Secretary shall be the official custodian of all the records of the Board and Park District and shall perform such duties as prescribed by law and the Board.
- b. Subject to the direction of the Board, the Director shall be responsible for the administration of the Park District's operations, its property, and its employees. The Director is authorized and required to implement all orders and resolutions of the Board or to cause the same to be implemented.
- c. Unless otherwise directed by the Board, the same person shall serve as both Secretary and Director, perform the duties of both offices and be nominated the Director/Secretary of the Board. When the titles, Secretary and Director appear in these By-Laws or other proceedings of the Board they mean and include the Director/Secretary when the same person is serving as both Secretary and Director.

2. Assistant Secretary.

The Board may also employ an Assistant Secretary. Under the supervision of the Secretary, the Assistant Secretary shall keep the minutes of all meetings of the Board (except the minutes of Executive Sessions), keep records of all Park District affairs as may be required by law or by the Board, give notice of meetings, and perform such other duties as pertain to his/her office or as assigned to him/her by the Board, or the Secretary.

ARTICLE VII: EXECUTION OF DOCUMENTS

A. AUTHORIZED SIGNATURES:

Any document evidencing or implementing a resolution or other action approved by the Board may be executed in the name of the Park District for or on behalf of the Board by the Chairman, Vice Chairman, other Commissioner, Director/Secretary and may be attested by either:

1. The Secretary when not executed by the Director/Secretary or
2. The Assistant Secretary

B. FACSIMILE SIGNATURES.

Facsimile signatures of any Commissioner or Commissioners or of the Director/Secretary may be used whenever and as authorized by the Board.

ARTICLE VIII: PAYMENT OF CLAIMS, COSTS, AND EXPENSES

A. AUTHORIZING AND APPROVAL

The Board of Park District Commissioners shall have the authority to contract, make purchases, and/or lease real estate, goods and services for park purposes. The Director shall have authority to execute and deliver contracts on behalf of the Park District after prior Board authorization.

All claims and statements for costs and expenditures shall be presented to the Board in the form of a voucher for its consideration and approval or disapproval. The Director shall examine such claims and statements for authenticity and accuracy prior to the time they are presented to the Board and present his recommendations as to whether such claims and statements should be approved. No payment of Park District funds shall be made without authorization or approval by the Board. Board approval may be given in advance for anticipated claims and statements subject to such conditions, limitations, and restrictions as the Board may establish.

B. AUTHENTICATION AND EVIDENCE OF BOARD APPROVAL

After a claim or statement has been approved by the Board, the Secretary shall execute a certificate (in such manner as the bureau of inspection and supervision of public offices prescribes) evidencing or attesting to such approval. Such certificate shall be presented to the county auditor with a request that the auditor issue a warrant(s) to the county treasurer to disburse sufficient funds of the Park District to pay and discharge such claim or statement.

ARTICLE IX: DEPOSIT OF FUNDS RECEIVED

All funds received by or for the benefit of the Park District by way of donations or otherwise shall be deposited with the Licking County Treasurer as custodian of the funds of the Park District.

ARTICLE X: PARK DISTRICT RECORDS

No paper, document or other matters which are a part of the permanent records and files of the Board shall be taken out of the office of the Park District by anyone other than a Commissioner or the Director, without authorization of a Commissioner, or upon legal process.

ARTICLE XI: CONTRACTING FOR PROFESSIONAL, TECHNICAL, CONSULTING AND OTHER SPECIAL SERVICES

No contract or agreement for professional, technical or other special services (hereinafter called "Service Contracts") shall be authorized or approved by the Board unless and until:

- A. Evidence is submitted to the Board that the proposed charge for such service does not exceed the prevailing rate for services of comparable kind and quality in the State of Ohio. If the service to be performed is to be based on an hourly or other time-related rate, evidence shall also be submitted estimating the time it will take to complete the desired service;
- B. The Board is satisfied that such evidence is reasonably reliable and is reasonable representative of charges for similar service in the State of Ohio; and
- C. The person who is to perform such service represents, in writing, that such proposed charge does not exceed said prevailing rate.

The Board may invite proposals for the performance of such Service Contracts from two or more persons and may consider such proposals as evidence of such prevailing rate. However, the Board shall not be required to invite or accept such proposals, but may rely, in whole or in part, on other evidence which it deems to be reasonably reliable and reasonably representative in making its determination.

The Board, in its discretion, may waive compliance with the above procedure, in whole or in part, when the estimated cost of the Service Contract is less than Five Thousand (\$5,000.00) Dollars.

ARTICLE XII: EMPLOYMENT POLICY

The Board shall recognize the Licking County Personnel Manual as the Districts employment standards and policies. Addition policies may be developed and adopted by the board to compliment the most current copy of the Licking County Personnel Manual.

ARTICLE XIII: EMPLOYEE COMPENSATION

The Board shall fix the length of service, compensation and other terms of employment for all employees and no person shall be employed in any position unless and until all of the same has been fixed for such position.

ARTICLE IX: INDEMNIFICATION OF COMMISSIONERS, DIRECTORS AND OTHERS

A. The Park District shall indemnify, to the full extent permitted by law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Park District) by reason of the fact that he is or was Commissioner, Director, employee or agent of the Park District, against expense (including attorney's fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Park District, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed in or not opposed to the best interests of the Park District, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful; provided, however that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Park District unless and only to the extent that the Court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the Court shall deem proper.

B. To the extent that a Commissioner, Director, employee or agent of the Park District has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Section A., or in the defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. An indemnification hereunder shall be made by the Park District only as authorized in the specific case upon a determination that indemnification of the Commissioner, Director, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section A. Such determination shall be made (1) by the Board of Commissioners by a majority vote of Commissioners who were not parties to such action, suit or proceeding, or (2) is not possible, by the Prosecuting Attorney for Licking County, Ohio in a written opinion, or (3) if writing such an opinion would create a conflict of interest for the Prosecuting Attorney, by a ruling of the Judge for the Probate Court, Licking County, Ohio.

D. Expenses incurred by a Commissioner or Director in defending a civil or criminal action, suit or proceeding shall be paid by the Park District in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Commissioner or Director to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Park District as authorized in this ARTICLE. Such expense incurred by other employees or agents may be so paid upon such terms and conditions, if any, as the Board of Commissioners deems appropriate.

E. The indemnification or advancement of expenses provided by, or granted pursuant to, the other sections of this ARTICLE shall not be deemed exclusive or any other rights to which those seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of the Board of Commissioners or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

F. The Park District shall have power to purchase and maintain insurance on behalf of any person who is or was a Commissioner, Director, employee or agent of the Park District, or is or was serving at the request of the Park District as a Commissioner, Director, employee or agent of any other legal entity against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Park District would have the power to indemnify him against such liability under the provisions of this ARTICLE.

G The indemnification and advancement of expenses provided by, or granted pursuant to, this ARTICLE shall continue as to a person who has ceased to be a Commissioner, Director, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The By-Laws of the Licking Park District shall remain in full force and effect and are confirmed and ratified.

BOARD OF PARK COMMISSIONERS

Commissioner date

Commissioner date

Commissioner date

Commissioner date

Commissioner date