

Muskingum Valley Park District
Board of Park Commissioners
AMENDED BYLAWS

I. Officers of the Board

The officers of this Board shall consist of a President and one or two Vice Presidents all of whom shall be Board members. Officers shall be elected at the first meeting in January, each to serve one year or until their successors are elected.

The President shall preside at all Board meetings at which he/she is present.

The Vice President with more seniority as a Commissioner shall preside at Board meetings when the President is absent. Such Vice President shall also have the authority and powers of the President when the President is unavailable.

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

II. Meetings and Public Notices

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 Board. Such a meeting is sometimes referred to as the “Organizational Meeting”.

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

The notice of regularly scheduled meetings, stating the time, date, and place, shall be posted in the office of the Muskingum County Commissioners and the Welcome Center at least 48 hours before the meeting.

The Executive Director or any member of the Board may call a Special Meeting of the Board. The notice of special meetings, stating the time, date, place, and purpose, shall be posted in the office of the Muskingum County Commissioners and the Welcome Center at least 24 hours before the meeting. In the event that any news media or any individuals have requested advance notification of special meetings, the Executive Director shall provide notification by U.S. first class mail, hand delivered notice, fax transmission, e-mail, or telephone.

In an emergency, any member of the Board may call an Emergency Meeting of the Board. In the event of an emergency requiring immediate official action, the Executive Director shall immediately notify the news media and any individuals that have requested notification of emergency meetings. This may be by hand delivered notice, fax transmission, e-mail, or telephone.

Written notice of all regularly scheduled meetings shall be provided to at least one newspaper of general circulation in Muskingum County, Ohio, and to any other news media that have requested notice of such meetings in the manner provided immediately below.

Any person (this includes anyone from the media) who desires to receive advance notice of any regular meeting of the Board may receive such advance notice by making written request to the Board for advanced notification of all regularly scheduled meetings. The request must be accompanied by an annual cash fee of \$10 or a year's supply of self-addressed, stamped envelopes.

III. Employees

The Board may employ an Executive Director who shall be responsible for the administration of the Park District's operations, its property, and its employees. The Executive Director is authorized and required to implement all orders and resolutions of the Board or to cause the same to be implemented.

The President of the Board shall serve as the ex-officio Executive Director so long as the position is vacant.

Unless otherwise directed by the Board, the same person shall serve as both Secretary and Executive Director, and shall perform the duties of both offices.

The Executive Director shall be the chief executive officer of the Park District.

The Executive Director shall be responsible for recommending the hiring and/or discharging of Park District personnel.

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.

The Board may also employ an Administrative Assistant. Under the supervision of the Executive Director, the Administrative Assistant 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 other such duties as pertain to his/her office or as assigned to him/her by the Board or the Executive Director.

IV. Proceedings of the Board

An accurate and permanent public record of the proceedings of all meetings, regular and special, shall be kept by the Executive Director and entered in a book to be known as "Minutes of the Board". The record of any meeting in the "Minutes of the Board" shall be and constitute the only evidence of the acts of the Board at such meetings, when signed by the presiding officer and the Executive Director.

The Executive Director shall be responsible for and shall be the official custodian of all the records of the Board and shall be the proper person to certify any action of the Board.

The minutes of the Board shall be recorded and open for public inspection after they have been read and approved by the Board. The minutes need only reflect the general subject matter of discussions in executive sessions which have been called and held pursuant to the applicable law.

Every meeting of the Board shall be open to the public unless an executive session is held pursuant to applicable state law.

V. Quorum

Three members shall constitute a quorum of the Board for any meeting. The action of the Board may be by motion or resolution. The affirmative votes of at least three members shall be necessary to adopt any motion or resolution.

VI. Parliamentary Procedure

“Robert’s Rules of Order” shall govern the proceedings of the Board when not expressly covered or provided for herein.

The President shall appoint committees as necessary. The Board shall create all boards and commissions as deemed necessary by the Board of Park Commissioners.

VII. Communications

All petitions, applications, communications, and business intended for consideration (other than those presented by the members of the Board and the Executive Director) shall be in writing and shall not be considered or acted upon by the Board at any of its meetings unless delivered to the Executive Director at least 24 hours prior to the meeting at which such matter is intended to be considered, although the Board may, at its discretion, waive such requirement.

VIII. Agenda

Unless at the meeting the President of the Board in his/her discretion otherwise directs, the business of the Board shall be considered as follows:

- Roll call by the Executive Director.
- Approval or amendment of minutes of previous meeting.
- Presentation of financial statement.
- Approval of expenditures.
- Reports by the Executive Director and Board members if necessary.
- Consideration of unfinished business and new business.
- Public portion of the meeting; time limitations may be imposed by the Board.
- Adjournment to Executive Session if required.
- Schedule for the next meeting.
- Adjournment.

IX. Park District Records

No paper, document, or other matter which is 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 Board member or the Executive Director without authorization of a Board member or upon legal process.

X. Payment of Claims, Costs, and Expenses

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

The Executive Director or President of the Board is authorized to pay routine bills, enter into contracts, purchase materials, supplies, and equipment used in the normal course of operation of the Board. This authorization is for expenditures of \$5,000 or less. Sums in excess of \$5,000 but less than \$10,000 shall require the approval of the Executive Director or President of the Board and the written consent of the President or the Vice-President of the Board. Sums of \$10,000 or more require Board approval.

The Executive Director is authorized to transfer funds between line items when necessary.

XI. Contracting for Professional, Technical, Consulting, and Other Special Services

In obtaining and contracting for professional, technical, consulting, or other special services, the Board may, after considering the competence, ability, and availability of any person, firm, or corporation, and upon the recommendation of the Executive Director, approve the hiring of any such person, firm, or corporation and authorize a contract. Such contract may be in the form of a written acceptance of a proposal submitted to the Board by such person, firm, or corporation.

XII. Contractual Agreements

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;

- 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;
- The Board is satisfied that such evidence is reasonably reliable and is a reasonable representative of charges for similar service in the State of Ohio;
- 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 \$10,000.00.

XIII. Authorized and Facsimile 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 President, Vice Chairman, Executive Director, and may be attested by either the Executive Director or the Administrative Assistant.

Facsimile signatures of any Board member(s) or of the Executive Director may be used whenever and as authorized by the Board.

XIV. 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 a Commissioner, Director, employee, or agent of the Park District, against expenses (including

attorneys' 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 expenses 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 proceedings 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. Any 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) if not possible, by the Prosecuting Attorney for Muskingum 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, Muskingum 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 expenses 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 of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, 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 benefits of the heirs, executors, and administrators of such a person.

The Bylaws of the Muskingum County Park District shall remain in full force and effect and are confirmed and ratified.

Commissioner, President

Commissioner

Commissioner

Commissioner

Commissioner

ATTEST:

Executive Director Date