

BY-LAWS OF THE BELLBROOK SUGARCREEK PARK DISTRICT

ARTICLE I: OFFICE

The principal office of the Bellbrook Sugarcreek Park District (hereinafter referred to as the “Park District”) shall be at 2751 Washington Mill Road, County of Greene, State of Ohio.

ARTICLE II: PURPOSE

To improve the quality of life for the residents of our community through:

- **Conservation:** To provide outstanding stewardship of parks and open space through land use and conservation planning for the Bellbrook and Sugarcreek communities.
- **Programming:** To deliver innovative, customer-focused programming promoting lifelong leisure that reflects the District’s core values.
- **Recreation:** To align recreation services to meet the current and future needs and desires of the community.

ARTICLE III: TERRITORY

The principal territory for the Park District shall be the city of Bellbrook and Sugarcreek Township located in the County of Greene, State of Ohio.

ARTICLE IV: OPERATING GUIDELINES

The Park District shall abide by the Ohio Revised Code, Section 511 in operating the Park District and will either meet or exceed those established guidelines.

ARTICLE V: AMENDMENTS

These By-Laws may be amended by a two-thirds affirmative vote of the Commission. Any such amendments shall be presented by resolution and voted upon by the Commission.

ARTICLE VI: MEETINGS AND NOTICES THEREOF

A. REGULAR MEETINGS: ORGANIZATIONAL MEETING

1. The Board of the Park Commissioners of the Park District (hereinafter called the “Board”) hold a regular meeting at least once during each calendar month.
2. At a regular meeting each year the Board may make recommendations to the Greene County Common Pleas Court for Board appointments, 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.

3. The time, place, and date of any regular meeting may be subsequently canceled for unforeseen events, 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, The Director or any member of the Board may call an Emergency Meeting of the Board.

C. NOTICE OF REGULAR AND SPECIAL MEETINGS

1. 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 Greene 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 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 forty-eight (48) hours in advance of such regularly scheduled meeting; or
 2. Hand delivered or e-mailed to said newspaper and to any such requesting news media 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 or e-mailed to said newspaper and to any said requesting news media at least twenty-four (24) hours in advance of such special meeting.

2. Requested 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 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.
- 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 or emailed to the person requesting such notice 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 or e-mailed to the person requesting such notice at least twenty four (24) hours in advance of such special meeting.

D. NOTICE OF EMERGENCY MEETINGS

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, email, 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 proper and adequate by the Board member or members who called the emergency meeting.

E. PROOF OF NOTICE

Written proof of the service, mailing, or giving of Notice of all meetings shall be made by the Park District staff, or by a 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 Commissioner presiding over the meeting of the Board in his or her discretion otherwise directs, the business of the Board shall be considered in the following order:

1. Approval of Minutes of the previous meeting or meetings
2. Comments from the public
3. Financial status of the Park District
4. Approval or disapproval of expenditures, payrolls, and purchase orders
5. Old/New Business/Staff Reports
6. Executive Session
7. Adjournment

ARTICLE VII: QUORUM

The Board shall consist of three (3) Commissioners appointed by the Common Pleas Court per ORC 511.19. The Board of Commissioners shall always consist of a minimum of one member who resides in the City of Bellbrook and one member who resides in Sugarcreek Township to ensure proper representation to the citizens of both communities. Two (2) Commissioners shall constitute a quorum for any meeting; any action of the Board shall be by motion or resolution; the affirmative votes of at least the majority of those Commissioners present shall be required for the adoption of any motion or resolution.

ARTICLE VIII: 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 IX: 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 Director or to the principle 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 X: BOARD TERMS OF SERVICE AND EXECUTIVE EMPLOYEES

A. BOARD MEMBERS

The Board shall elect a President, Vice President and Treasurer, all of whom shall be Board members. The length of the initial appointment depends on any time left in the term of the person departing the position and ends on the second Monday of May. Should the incumbent continue as a Board member and is reappointed, the length of the term is 3 years, starting and ending the second Monday of May.

1. The President shall preside at all Board meetings at which he is present.
2. The Vice President or Treasurer shall preside at Board meetings when the President is absent. Such Vice President or Treasurer shall also have the authority and powers of the President when the President is ill, or otherwise unavailable.

B. EXECUTIVE EMPLOYEES

1. Director
 - a. The Board may employ a Director. The Director 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.

ARTICLE XI: 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 President, Vice President, Treasurer and the Director and may be attested by either.

B. ELECTRONIC SIGNATURES

Electronic signatures of any Commissioner or of the Director may be used whenever and as authorized by the Board.

ARTICLE XII: PAYMENT OF CLAIMS, COSTS, AND EXPENSES

A. AUTHORIZING AND APPROVAL

All claims and statements for costs and expenditures shall be presented to the Board in the form of a voucher, purchase order or statement 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/her 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.

ARTICLE XIII: 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 Executive Director, without authorization of a Commissioner, or upon legal process.

ARTICLE 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/ she is or was a Commissioner, Director, employee, or agent of the Park District, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she 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/her 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/she 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/her 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 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 proceeding referred to in Section A., or in the defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her 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/she met the applicable standard of conduct set forth in Section A.
- a. Such determination shall be made 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 Greene County, Ohio in a written opinion, or (3) if writing such an opinion would create a conflict of interest for the Prosecuting Attorney, by ruling of the Probate Court, Greene 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/she 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 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/her 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/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Park District would have the power to indemnify him/her 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 person.