



Johnstown Joint Recreation District Meeting
Thursday, August 12, 2021 - 5:00 PM
AGENDA

1. Welcome and Introductions
 - a. JJRD Intro
2. Background and Creation of the Johnstown Joint Recreation District (JJRD)
 - a. [Governing Ohio Revise Codes - 755.14](#)
 - b. Resolutions 2021-08; 21-028 and Joint Agreement
3. Draft Constitution and Bylaws
 - a. DRAFT Constitution and Bylaws
4. Sunshine Laws and Open Meetings Act
 - a. [2021 Ohio Laws](#)
5. Discussion; appointment of fifth member
6. Resources
 - a. Map of Johnstown Area Parks
 - b. Joint Recreation Districts in Ohio
7. Adjourn

Introduction of the Johnstown Joint Recreation Board

In March 2021, the **Johnstown Joint Recreation Board** (JJRD) was created by mutual agreement of the Village of Johnstown and the Johnstown-Monroe Local School Board of Education. This agreement established a joint recreation district for the control, management, operation, maintenance, and repair of recreational properties and facilities in the community.

The **Johnstown Joint Recreation Board** (JJRB) was formed under Section 755.14(B) of the Ohio Revised Code. There will be five members to this board, two appointed by the Johnstown Village Council and two appointed by the Johnstown-Monroe Board of Education. A fifth member will be chosen by the four appointed members at their first official meeting.

The joint recreation district will be an effective body in providing community programming, which provides athletic, recreational, and quality of life opportunities for the welfare and physical development of the residents of the district.

The **Johnstown Joint Recreation Board** will need to set up a meeting schedule, appoint officers and decide where they might want to hold their public meetings.

The Village of Johnstown Council and the Johnstown-Monroe School Board are pleased to announce the following trustees to the **Johnstown Joint Recreation District Board**:

Ed Baldwin

Jeffrey Barr

Keith Ryan

Susan Suriano



RESOLUTION 2021-08

TO AUTHORIZE THE CREATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT AND AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE JOHNSTOWN-MONROE LOCAL SCHOOL BOARD OF EDUCATION FOR THE FORMATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT.

WHEREAS, the Village of Johnstown, Ohio (the “Village”) desires to create a joint recreation district under R.C. 755.14(C) with the Johnstown-Monroe Local School Board (the “Johnstown-Monroe”) (together, the “Parties”); and

WHEREAS, the joint recreation district will be an effective body in providing community programming, which provide athletic, recreational, and quality of life opportunities for the welfare and physical development of the residents of the district; and

WHEREAS, subject to the mutual agreement of the Parties, the Village desires to establish a joint park district with the Parties for the control, management, operation, maintenance, and repair of recreational properties and facilities; and

WHEREAS, the territory of the proposed joint recreation district will consist of all the territory of each of the Parties.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF JOHNSTOWN, OHIO:

Section 1. Contingent upon the passage of consistent legislation by the Johnstown-Monroe Local School Board, there is hereby established a joint recreation district, pursuant to R.C. 755.14, which shall be known as the Johnstown Joint Recreation District, the boundaries and territories of which shall be the boundaries and territories of the Parties.

Section 2. The Johnstown Joint Recreation District shall have all of those powers enumerated in the Ohio Revised Code, as such powers may change from time to time.

Section 3. The Johnstown Joint Recreation District shall be governed by the Johnstown Joint Recreation District Board of Trustees, which shall consist of the following five (5) voting members: two (2) members shall be appointed by the Johnstown Village Council (“Village Representatives”); two (2) members shall be appointed by of the Johnstown-Monroe Local School District Board of Education (“Johnstown-Monroe Representatives”); and one (1) member shall be appointed by a majority vote of the Village Representatives and Johnstown-Monroe Representatives (the “Joint Representative”). Each appointed individual shall reside within the respective appointing Parties’ territory. The Joint Representative must be either a resident of the Village or reside within the Johnstown-Monroe school district territory.

The terms of the Village Representatives, Johnstown-Monroe Representatives, and the Joint Representative shall be one or two years, as determined by Village Council and Johnstown-Monroe, for

each of their respective members initially, so that the terms will be staggered. After the first term for each Representative, terms shall be two years.

The five (5) voting members shall appoint from such membership a Chairperson and a Vice Chairman/Secretary, who shall each serve in the respective position for one year.

That the Village Manager be and hereby is authorized to enter into an agreement with the Parties, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, with regard to the formation of the Johnstown Joint Recreation District and the priority use of Parties' properties and facilities for the operation and management of recreational programs.

Section 4. Any vacancy on the Board that occurs other than by expiration of a term shall be filled, as applicable, by the Village Council for a vacant Village Representative seat, by Johnstown-Monroe for a vacant Johnstown Monroe Representative seat, or by a majority vote of the Board for a vacant Joint Representative seat, for the remainder of the current, unexpired term.

Section 5. The Parties shall enter into a Joint Recreation District Agreement, which shall set forth any additional terms and may amend or supplement any of the terms provided herein by agreement of the Parties.

Section 6. The Board of the Johnstown Joint Recreation District shall adopt a constitution and bylaws that shall govern the Johnstown Joint Recreation District.

Section 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Date of Introduction/Public Hearing/Passage: March 16, 2021

By: Block

Chip Dutcher
Mayor Charles Dutcher

ATTEST TO:

Teresa Monroe
Teresa Monroe, Clerk of Council

APPROVED AS TO FORM:

Yazan S. Ashrawi
Yazan S. Ashrawi, Law Director

RESOLUTION NO. _____

TO AUTHORIZE THE CREATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT AND AUTHORIZE THE SUPERINTENDENT TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF JOHNSTOWN, OHIO FOR THE FORMATION OF THE JOHNSTOWN JOINT RECREATION DISTRICT.

WHEREAS, the Johnstown-Monroe Local School Board (the “Johnstown-Monroe”) desires to create a joint recreation district under R.C. 755.14(C) with the Village of Johnstown, Ohio (the “Village”) (together, the “Parties”); and

WHEREAS, the joint recreation district will be an effective body in providing community programming, which provides athletic, recreational, and quality of life opportunities for the welfare and physical development of the residents of the district; and

WHEREAS, subject to the mutual agreement of the Parties, Johnstown-Monroe desires to establish a joint recreation district with the Parties for the control, management, operation, maintenance, and repair of recreational properties and facilities; and

WHEREAS, the territory of the proposed joint recreation district will consist of all the territory of each of the Parties.

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF THE JOHNSTOWN-MONROE SCHOOL DISTRICT:

Section 1. Contingent upon the passage of consistent legislation by the Village of Johnstown, Ohio, there is hereby established a joint recreation district, pursuant to R.C. 755.14, which shall be known as the Johnstown Joint Recreation District, the boundaries and territories of which shall be the boundaries and territories of the Parties.

Section 2. The Johnstown Joint Recreation District shall have all of those powers enumerated in the Ohio Revised Code, as such powers may change from time to time.

Section 3. The Johnstown Joint Recreation District shall be governed by the Johnstown Joint Recreation District Board of Trustees, which shall consist of the following five (5) voting members: two (2) members shall be appointed by the Johnstown Village Council (“Village Representatives”); two (2) members shall be appointed by of the Johnstown-Monroe Local School District Board of Education (“Johnstown-Monroe Representatives”); and one (1) member shall be appointed by a majority vote of the Village Representatives and Johnstown-Monroe Representatives (the “Joint Representative”). Each appointed individual shall reside within the respective appointing Parties’ territory. The Joint Representative must be either a resident of the Village or reside within the Johnstown-Monroe school district territory.

The terms of the Village Representatives and the Johnstown-Monroe Representatives shall be one or two years, as determined by Village Council and Johnstown-Monroe, for each of their

respective members initially, so that the terms will be staggered. The initial term of the Joint Representative shall be two years. After the first term for each Representative, terms shall be two years.

The five (5) voting members shall appoint from such membership a Chairperson and a Vice Chairman/Secretary, who shall each serve in the respective position for one year.

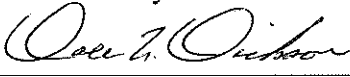
That the Superintendent be and hereby is authorized to enter into an agreement with the Parties, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, with regard to the formation of the Johnstown Joint Recreation District and the priority use of Parties' properties and facilities for the operation and management of recreational programs.

Section 4. Any vacancy on the Board that occurs other than by expiration of a term shall be filled, as applicable, by the Village Council for a vacant Village Representative seat, by Johnstown-Monroe for a vacant Johnstown Monroe Representative seat, or by a majority vote of the Board for a vacant Joint Representative seat, for the remainder of the current, unexpired term.

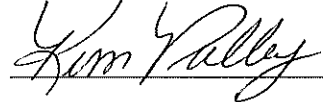
Section 5. The Parties shall enter into a Joint Recreation District Agreement, which shall set forth any additional terms and may amend or supplement any of the terms provided herein by agreement of the Parties.

Section 6. The Board of the Johnstown Joint Recreation District shall adopt a constitution and bylaws that shall govern the Johnstown Joint Recreation District, consistent with the attached Exhibit A.

Section 7. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

By: 
3-9-21

ATTEST TO:



APPROVED AS TO FORM:

AGREEMENT

This Agreement is made and entered into this day 3 of August, 2021 by and between the Village of Johnstown, Ohio, an incorporated village in the State of Ohio (hereinafter referred to as the "Village") and the Johnstown-Monroe Local School District Board of Education (hereinafter referred to as "Johnstown-Monroe"). The Village and Johnstown-Monroe are referred to herein individually as a "Party" or together as the "Parties."

RECITALS

WHEREAS, pursuant to the provisions of Sections 755.14 and 755.16 of the Ohio Revised Code, the Parties desire to furnish priority use of their facilities for the establishment of a Joint Recreation District for the operation and management of its programs.

WHEREAS, the jurisdictional boundaries of the subject Joint Recreation District will encompass the boundaries set forth in the attached Exhibit A; however, the Joint Recreation District may participate in the management, purchase, operation, maintenance, and/or repair of park land outside the boundaries of the Joint Recreation District so long as it functions directly to the benefit to the Joint Recreation District.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Parties agree as follows:

1. **Establishment of Joint Recreation District.** The Parties hereby agree to adopt, within sixty (60) days of the date hereof, resolutions, pursuant to the authority contained in Section 755.14(C) of the Ohio Revised Code, creating a Joint Recreation District for the boundaries depicted on the attached Exhibit A, possessing all powers and subject to all the responsibilities of the Joint Recreation District under Sections 755.12 to 755.18 of the Ohio Revised Code. The Joint Recreation District shall be known as the Johnstown Joint Recreation District (hereinafter referred to as the "District") and shall be organized and operated in the manner provided by mutually agreed upon District Constitution and By-laws, which shall be included in the Parties' resolutions.
2. **Term and Duration of the District.** The District shall be a body politic in the state and exercise of powers conferred by Sections 755.12 to 755.18 of the Ohio Revised Code. The District shall be created on or before January 1, 2022, and shall exist for a term of ten years; provided, however, that the term of the District may be renewed and extended for additional successive terms for ten (10) years by appropriate resolutions adopted by the Parties. Any Party may withdraw from the Joint Recreation District upon certification of a resolution proclaiming a withdrawal to the Joint Recreation District's board of trustees.
3. **Authority of the Joint Recreation District Board.** The Board shall have the Authority to:
 - (a) exercise all power and authority of a Joint Recreation District under Sections 755.12 to 755.18 of the Ohio Revised Code, as may from time to time be

amended, including, without limitation, the issuance of bonds under Section 755.17 and the submission of a tax levy within the current and future boundaries of the District under Section 755.18;

- (b) make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under Sections 755.12 to 755.18 of the Ohio Revised Code and this Agreement;
- (c) hire and discharge, and fix the compensation of, such employees as the Board determines may be required in the management, operation, development, maintenance and repair of land owned and operated by the Board;
- (d) engage consulting engineers, architects, landscape architects, superintendents, managers, accountants, attorneys, management consultants, and other professional and service providers;
- (e) sue and be sued in its own name, plead and be impleaded; provided, however, any actions against the Board shall be brought in the Common Pleas Court of Licking County, and all summonses, executions and notices of every kind shall be served on the Board by leaving a copy thereof at the principal office with the person in charge thereof or the Secretary of the Board;
- (f) operate or provide for the operation of, including the right to contract for, such concessions as may be useful or incidental to the operation of the district active and/or passive park property and its facilities, activities and progress, and to receive and apply the net proceeds thereof solely to the management, operation, development, maintenance and repair of District property, its buildings, facilities, improvements and grounds;
- (g) impose and collect a charge for admission or participation for selective events, exhibits and facilities as shall be deemed appropriate or necessary by the Board, and to receive and apply the net proceeds thereof solely to the management, operation, development, maintenance and repair of District property, its buildings, facilities, improvements and grounds;
- (h) offer memberships of various denominations for selective activities or facilities as shall be deemed appropriate by the Board, and to receive and apply the net proceeds thereof solely to the management, operation, development, maintenance and repair of District property, its buildings, facilities, improvements and grounds;
- (i) form advisory and other support committees to the Board to provide counsel and assistance to the Board in the management, operation, development of, and financial support for, the District property;
- (j) grant licenses, or enter into leases or contracts, for the use of the property owned by the District, including the facilities, buildings, and grounds for such length of time and upon such terms and conditions as the Board deems

appropriate and necessary and within the duration of this Agreement;

- (k) adopt such rules and regulations, as it deems advisable for the protection and preservation of property under its jurisdiction and control, and for the preservation of good order within the property under its control, including the designation of locations for ingress and egress from the premises and for parking;
- (l) receive and accept from any federal, state, county, or local government or agency, any grant or contribution of money, property, labor or other things of value, to be held, used and applied for the purpose for which such grants and contributions are made;
- (m) accept and expend gifts, grants, devises, and bequests of money and property on behalf of the Board and hold, use and apply such gifts, grants, devises and bequests according to the terms thereof; and
- (n) cause to be done any and all other acts of any nature whatsoever as may, in the judgment of the Board, be necessary or desirable for, or incidental to, the ownership, management, operation, maintenance and repair of the District property or other assets, interests or business of the District.

4. **Duties of the Joint Recreation District Board.** In the exercise of the power and authority of the Joint Recreation District, the Board shall:

- (a) take action, apart from daily maintenance and repair, to keep any and all buildings, improvements, parking areas, and recreation facilities used in the operation and management of its programs clean and in good repair;
- (b) observe and comply with all federal, state or local statutes, ordinances, regulations and standards applicable during use in the operation and management of its programs;
- (c) secure and keep in force any and all necessary licenses, certificates, permits, or other authorization as required by law for the operation, use and activities conducted in the use of the operation and management of its programs;
- (d) use and apply all funds received from the Parties, or from any federal, state, county or other local governmental agency, fees from concessions or concessionaires, admission fees, and other revenue sources, solely for the management, operation, development, improvements, and maintenance of District property;
- (e) provide the appropriate insurance for protection of the Joint Recreation District for a minimum of at least \$1,000,000 coverage which shall cover its board members (trustees) and shall provide as an additional insured the Parties to this Agreement;

(f) conduct all meetings of the Board in accordance with the provisions of Section 121.22 of the Ohio Revised Code.

5. **Use of Facilities**. Use of and charges for maintaining and cleaning the Parties' facilities shall be governed by separate agreements between each of the Parties and the Joint Recreation District. The Joint Recreation District will be responsible to the Parties for replacement or repair costs due to damage of facilities caused by Joint Recreation District participants or by any person on the premises or in a building at the time of a Joint Recreation District activity. Programs operated by the Johnstown-Monroe Local Schools will always have priority in the use of school facilities.

6. **Effective Date**. The terms and provisions of this Agreement shall become effective and operative upon the last to occur of (a) the adoption of a resolution by the Village Council establishing the Joint Recreation District; or (b) the adoption of a resolution by Johnstown-Monroe establishing the Joint Recreation District.

IN WITNESS WHEREOF, The Village of Johnstown has caused its name to be subscribed to this Agreement by Jim Lenner, Village Manager of the Village of Johnstown, who is duly authorized to act for the Village by Resolution 2021-08, and passed March 16 2021; and

The Johnstown-Monroe Local School District has caused this Agreement to be executed on behalf of this School Board pursuant to Resolution 21-028, adopted on March 8 2021.

[Signatures on the following page]

FOR THE VILLAGE OF JOHNSTOWN, OHIO

By: 
Jim Lenner, Manager/Planner

Date: 8/3/2021

FOR THE JOHNSTOWN-MONROE LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

By: 
[name, position]

Date: August 2, 2021

Approved as to Form:

4813-5096-8626v5

JOHNSTOWN JOINT RECREATION DISTRICT BOARD CONSTITUTION AND BYLAWS

ARTICLE I — BOARD NAME

The name of the Organization is the Johnstown Joint Recreation District. Hereinafter referred to as the "District" which is organized as a non-union, nonprofit organization under the Ohio Revised Code.

ARTICLE II — DISTRICT PURPOSE

The purpose of the District is to administer programs, which provide athletic, recreational, and quality of life opportunities for the welfare and physical development of the residents of the Village of Johnstown, Ohio and the Johnstown-Monroe Local School District Board of Education. The District will promote the best ideals of athletic competition including the concepts of mutual respect, self-confidence, teamwork, fundamentals, and development of sportsmanlike attitudes toward competition, all in an age appropriate manner.

ARTICLE III — MEETINGS

- Section 1: Regular meetings of the Board of Trustees ("Board") of the District shall be held every month. The Board shall, at its first meeting of each year, set the day and time of the regular meetings for the following year and this shall remain constant insofar as practical.
- Section 2: Special meetings may be called by the Chairperson as the need arises, or by the request of two (2) or more Board members. The purpose or purposes of the special meeting(s) must be stated when the meeting is called and action may be taken only on those items. There must be 24-hour notice to all Board members and any other entities required by law in order for a meeting to be called and action taken to be official.
- Section 3: Under the Ohio Sunshine law, Ohio Revised Code 121.22, at informal gatherings of three (3) or more Board members, no district business will be discussed.
- Section 4: No items can be acted upon at any meeting except setting another meeting or adjournment unless a quorum is present. A quorum shall be three (3) members.
- Section 5: All meetings shall be conducted following Robert's Rules of Order, unless otherwise specified in the Constitution.
- Section 6: During any regular or special meeting any Board member can move to adjourn to executive session for the purposes of discussing personnel (e.g., referees, officials, commissioners, coaches, or players), possible lawsuit, or land acquisition or as otherwise permissible under Ohio law. No action may be taken in executive session.

ARTICLE IV — ORDER OF BUSINESS

The following is the order of business for regular meetings:

1. Call to Order
2. Roll Call
3. Approval of minutes
4. Guest or Speakers
5. Reports of Officers, Boards, Commissioners
6. Old Business
7. New Business
8. Adjournment

ARTICLE V — MEMBERSHIP, TERMS OF OFFICE, AND DUTIES

Section 1: The Board shall consist of the following five (5) voting members: two (2) members of the Johnstown Village Council ("Village Representatives"); two (2) members of the Johnstown-Monroe Local School District Board of Education ("Johnstown-Monroe Representatives"); and one (1) member shall be appointed by a majority vote of the Village Representatives and Johnstown-Monroe Representatives (the "Joint Representative"). The Village Representatives shall be appointed by the Johnstown Village Council; the Johnstown-Monroe Representatives shall be appointed by the Johnstown-Monroe Local School District Board of Education; and the Joint Representatives shall be appointed by a majority vote of the Village Representatives and Johnstown-Monroe Representatives.

For purposes of creating the Board, the terms of the Village Representatives, Johnstown-Monroe Representatives, and the Joint Representative at the outset shall be one or two years, as determined by Village Council and Johnstown-Monroe, for each of their respective members initially, so that the terms will be staggered. After the first term for each Representative, terms shall be two years.

The five (5) voting members shall appoint from such membership a Chairperson and a Vice Chairman/Secretary, who shall each serve in the respective position for one year.

Section 2: Duties of Board Members

- A. Chairperson: The Chairperson shall have charge of and shall preside at all meetings of the Board and shall perform all duties incidental to such an office and such other duties as may be required. It shall be the Chairperson's duty to open and close all meetings.
- B. Vice Chairperson/Secretary: The Vice Chairperson/Secretary shall perform all duties of the Chairperson in case of his/her absence; shall act

as Secretary and keep an accurate record of all actions at Board meetings, regular and special; shall provide Board members with minutes for approval; shall keep all reports, letters and other communications sent or received by the Board; shall be in charge of developing new or improve existing recreation programs.

- C. Fiscal Officer: The Board shall either appoint one of its members to act as the Board's Fiscal Officer or shall employ an individual to act as the Board's Fiscal Officer. The Fiscal Officer shall keep a complete and accurate record of all monies received and distributed by the Board and maintain this record in the ledger provided by the Board; shall act as purchasing agent: sign all purchase orders drawn against the funds of the Board; then disburse all funds upon approval of the Board; shall furnish a financial statement at each regular meeting, to include but not limited to all income and expenditures; shall be in charge of fund raising activities of the Board; and maintain records and arrange for audits in accordance with all government requirement; shall deliver to any successor in office all documents and other property of the Board in his/her possession to such Fiscal Officer by the first meeting in January.
- D. The Village Representatives shall act as the representatives of Village Council and act as the liaisons between this Board and Village Council. The Village Representatives shall attend meetings of Village Council and keep Village Council informed of the actions and requests of this Board.
- E. The Johnstown-Monroe Representatives shall act as the representatives of the Johnstown-Monroe Local School District Board of Education and act as the liaisons between this Board and the Board of Education. The Johnstown-Monroe Representatives shall attend meetings of the Board of Education and keep the Board of Education informed of the actions and requests of this Board.

ARTICLE VI — RECREATION DISTRICT SERVICE PROVIDERS

- Section 1: Referees, Officials, and Umpires: fees shall be set prior to each season by the Board. Referees, officials, and umpires will be responsible for games being played by league rules; shall maintain discipline among teams, coaches, and spectators; shall have the right to take action against unruly individual(s) up to and including forfeiture of the game; shall have the responsibility of postponing and/or canceling the game due to adverse weather condition or field conditions.
- Section 2: Coaches: Because of the special nature of some sports, professional fees are required to be paid. These fees will be set and/or approved by the Board prior to each season. These professionals shall be responsible to the Commissioner of that sport and to this Board.

ARTICLE VII — ELECTION OF COMMISSIONERS, COACHES, ASSISTANTS

Section 1: Commissioners: The Chairperson shall appoint the Commissioners, subject to approval by the Board. The term of office shall be for one year. At the end of the term, if Commissioners desire, they may be reappointed for another term, subject to the approval of the Board. The Commissioners are responsible for the following duties and shall perform all other duties as may be required by the Chairperson or the Board.

- A. Arranging sport registrations of all sign-up dates and times.
- B. Any registrations collected outside of on-line signups must be turned in within one week of receiving funds to the Fiscal Officer.
- C. Prior to the beginning of each season turning in copies of all registration forms to the Fiscal Officer.
- D. Organizing fair drafting procedures, scheduling games and locations for said games.
- E. Attending meetings of the Board and providing information so the Board can make informed decisions on the programs under its supervision.
- F. Soliciting and recommending qualified coaches/assistants for approval by the Board.
- G. Supervising and educating coaches on the objectives of the program for the applicable level of play and to ensure compliance with the coaches responsibilities. Any issues with coaches must be reported to the Chairman, Vice Chairman or Director immediately.
- H. Submitting a yearly budget request to the Board at the regular November meeting for recommendation of approval by the Board.
- I. Completing "Recreation District Quotes" for any requested purchases and/or coaches or referee fees, and turning in said quotes to the Fiscal Officer for approval by the Board.
 - 1. Requests for referee *and/or coaches* fees should show each person's name, address, *date of birth, social security number*, game dates and amounts owed.
 - 2. All purchasing will be handled through an authorized purchasing of the Board.
- J. Working with the District Scheduler (if used by your sport) to furnish the board with game dates and times before the season begins.
- K. Collecting all equipment within thirty (30) days at the end of each sport season, storing it in appropriate facility, and furnishing the Board with a written report of the inventory and its condition.
- L. Delivering to the Board all documents and other information pertaining to the sport and the running of the sport at the end of the current commissioner's term if reappointment is not desired or approved.
- M. Working with incoming Commissioner to make sure all information is shared to provide for a smooth transition.
- N. Submitting to the Board a written program for each level of play for the applicable sport. This written program should explain the goals and objectives and what is being taught to the participants by coaches (fundamentals, etc.) for each level of play.
- O. Working cooperatively with Commissioners of other sports that coincide or

run parallel to their programs to schedule practice and game dates, times, etc. to prevent conflicts in scheduling.

Section 2: Coaches Responsibilities

- A. Promoting sportsmanlike conduct.
- B. Providing equal opportunities for all players to participate.
- C. Teaching fundamentals of the sport, including respect for officials.
- D. Maintenance and accounting for equipment.
- E. Maintaining medical release statements of the team.
- F. Getting own assistants.
- G. Compliance with the written program submitted by the Commissioner to the Board.

Section 3: Assistants shall help the coach in all aspects of the game and in the absence assume his/her duties.

ARTICLE VIII — RESIGNATION, REMOVAL, AND VACANCIES

Section 1: All officers, appointees, or Board members shall have the right of resignation at any time. Written notice of resignation must be given to the Chairperson and considered by the Board at the next meeting.

Section 2: Any officer, appointee, or employee of the Board who commits any acts of misfeasance, malfeasance, or neglect in the performance of his/her duties shall be removed from office and may be prohibited from participating in any way in all programs administered by the Board. Notice stating the reason for seeking removal shall be filed with the Chairperson; then notice shall be given to the officer/appointee whose removal is being sought; complaint will be heard by the Board as soon as practical, preferably at the next regular meeting. Affirming removal of an appointee or officer shall require three (3) votes of the Board.

Section 3: Any vacancy on the Board that occurs otherwise than by expiration of a term shall be filled, as applicable, by Village Council, Johnstown-Monroe, or the Board (for the Joint Representative), depending on which Representative seat was vacated (*i.e.*, the Village Council shall fill a vacancy of a Village Representative; Johnstown-Monroe shall fill a vacancy for a Johnstown-Monroe Representative; and the Board shall fill a vacancy for the Joint Representative), for the remainder of the current, unexpired term.

ARTICLE IX — REVENUE, FINANCES, AND EXPENDITURES

Section 1: Budgets for each individual sport are set by the amount of revenue generated by the individual sport. Planning budgets are filed with the Board at the regular November meeting. Following review by the Board, the planning budgets are then distributed to each Commissioner.

- Section 2: This Joint Recreation District shall exercise all power and authority of a joint park district under Sections 755.12 to 755.18 of the Ohio Revised Code, without limitation, the Issuance of bonds under Section 755.17 and the submission of a tax levy within the Village or Johnstown-Monroe under Section 755.18.
- Section 3: All revenue and expense shall be tracked and recorded in a ledger kept by the Fiscal Officer of this Board.
- Section 4: Only those persons authorized by the Board may collect and/or solicit sponsorship fees. Sponsorship fees shall be set in November during the budget review and approval process.
- Section 5: No person shall solicit funds in the name of the Board from any person or business for any project or reason unless said person(s), project, and/or reason has first been approved by the Board.
- Section 6: The Board must approve all fundraising activities that are in any way affiliated with the Board.
- Section 7: Proceeds from fund-raising activities by and for each individual sport will be turned into the Fiscal Officer and reserved for that sport in the Joint Recreation Districts' account. Commissioners shall provide the Fiscal Officer with a ledger or record of fundraising monies received and spent along with receipts. All sponsorship fees collected must be turned into the Joint Recreation District Fund. Monies from fundraising activities by and for the Board will be used to contribute to the overall Board budget.

ARTICLE X — REGISTRATION FEES AND ELIGIBILITY REQUIREMENTS

- Section 1: Registration fees for each sport shall be determined and approved by the Board at each regular January meeting. Families with more than one child participating in the same sport may pay a lesser amount, as set by the Board.
- Section 2: The Board on an individual basis shall consider Hardship cases. The information for a hardship case can be given to any Board member and will be considered by the Board in the strictest of confidence.
- Section 3: Refunds of registration fees after the draft and/or equipment/uniform purchases will require recommendation by the Commissioner and approval by the Board.
- Section 4: To participate in the Johnstown Joint Recreation District programs, persons must reside within either the Village of Johnstown or the Johnstown-Monroe Local School District. When every effort has been made to fill a team with said residents is unsuccessful, only then will outside residents be considered for participation in any programs. Acceptance, rejection, and/or dismissal are the sole responsibility of the Board.

- Section 5: There will be no sign-ups after the day of the draft, except at the discretion of the Commissioner. However, in no case will sign-ups after the draft be for the preferential placement of a player on a specific team.
- Section 6: If the recreation district provides comparable boys' and girls' sports programs, individuals are encouraged to participate on same sex teams. If no comparable program is available, girls or boys are permitted to play on either boys or girls teams.
- Section 7: All participants must fill out a release of liability form that is included in the Registration form. In the event the participant is a minor a parent or guardian signature must appear on the registration forms.

ARTICLE XI — SELECTION OF PLAYERS (CHILDRENS PROGRAMS)

- Section 1: The selection of players, both male and female, for sports requiring a draft shall be as follows:
- A. Coaches will select new teams each season.
 - B. Coaches shall select all players from the top grade level, proceeding downward by grade level within each grouping level.
 - C. Coaches will then review teams to ensure an equal distribution of ability and age level of players has been selected to promote equality of teams.

ARTICLE XII — SEASON START-UPS AND COMPLETIONS

- Section 1: Approximate start and end dates vary by program. Some programs start and completion dates run parallel. Each Commissioner is responsible for working with Commissioners of other sports that coincide or run parallel to their program to ensure there are no conflicts in practice and/or game schedules, times, etc. Start and completion dates should remain consistent for each sport every year and/or season.

ARTICLE XIII — EQUIPMENT

- Section 1: All equipment and uniform purchases shall be recommended by the appropriate Commissioner and approved by the Board before funds are issued. The Commissioner will submit all equipment/uniform inventories to the Board. No one may loan out or give away equipment for the approved sports, unless approved by the Board. The Board shall determine the manner of disposal of unusable equipment and/or uniforms.
- Section 2: Access to the Board's secured storage areas will be given only to persons approved by the Board. The keys will not be loaned, given to, or placed in any other person's possession.

ARTICLE XIV — CODE OF CONDUCT

1. No foul language or obscene gestures.
2. No physical or mental abuse.
3. No alcohol or other drugs.
4. No tobacco use by coaches, officials, or players during scheduled practices or games on the playing fields and by Board members at meetings.
5. No team member shall use tobacco, alcohol, or drugs. They will be removed from the team
6. Individuals held responsible for any damage to equipment or property.
7. Proper apparel worn to all practices and games by coaches and participants.
8. Address officials by appropriate titles.
9. Address coaches by appropriate titles.
10. Sportsmanlike conduct at all times.

Any alleged violation results in immediate suspension from the program pending an investigation by the Board.

ARTICLE XV — SAFETY

1. Coaches should make a reasonable effort to provide for the safety of team players at any and all planned activities.
2. Coach or assistant shall have knowledge at all times of player's whereabouts.
3. All appointees and employees shall be responsible for the safety of players as pertains to adverse weather conditions.
4. In the event of a tornado warning (siren), all play will cease and the premises vacated immediately.
5. Drivers shall transport players in a safe and legal manner.
6. **Concussions and Head Injuries in Youth Sports:** the provisions of House Bill 143 and Senate Bill 26 relating to concussions and head injuries, as applicable and as such law(s) may from time to time be amended, shall be followed, including but limited to:
 - a. All individuals acting as coaches and/or referees will be informed of the requirement that they must hold a pupil-activity program permit or present evidence that he/she has successfully completed a training program in recognizing the symptoms of concussion and head injuries, in compliance with R.C. 3707.511, and all such coaches and referees shall comply with this requirement.
 - b. Parents, guardians and/or other person(s) having care or charge of an individual who wishes to practice for or compete in an athletic activity organized by the Joint Recreation District shall be provided annually for each sport or other athletic activity the information sheet published by the Ohio Department of Health, per R.C. 3707.511 and 3707.52.

ARTICLE XVI — AMENDMENTS

- Section 1: Alterations and amendments to the constitution and bylaws shall be presented, in writing, to the Board. A two-thirds (2/3) majority vote of the Board shall be required to make said changes or amendments effective.

ARTICLE XVII — IMPLEMENTATION

Section 1: All Board members, appointees, and service providers of the Johnstown Joint Recreation District will follow the constitution and bylaws at any and all sport events sanctioned by the said Board.

ARTICLE XVIII — GRIEVANCE PROCEDURES

Section 1: If any participant, parent, coach or commissioner has a complaint against any individual(s), procedure, or play associated with any program sponsored by the Johnstown Joint Recreation District, and if that complaint cannot be resolved by the parties involved, then either party to the complaint may file a grievance with the Board. Any such grievance must be submitted in letter form within 30 days of the date of the original dispute, provide a complete account of the dispute and must be signed by the individual(s) filing the grievance. The letter shall be addressed and sent to the address of the Board.

Section 2: All grievances shall be considered by the Board at their next scheduled meeting or earlier if a special meeting is called. Any member of the Board that is a party to the dispute shall recuse themselves from ruling on the grievance. A quorum of the Board is required to hear and rule on the grievance.

The Constitution of the Johnstown Joint Recreation District have been voted on and approved on this _____ day of _____, _____. The terms and provisions of these By-Laws and Constitution shall become effective and operative upon the official formation of this Joint Recreation District.

Chairperson

Vice Chair

Fiscal Officer

Johnstown Village Council Representative

Johnstown Village Council Representative

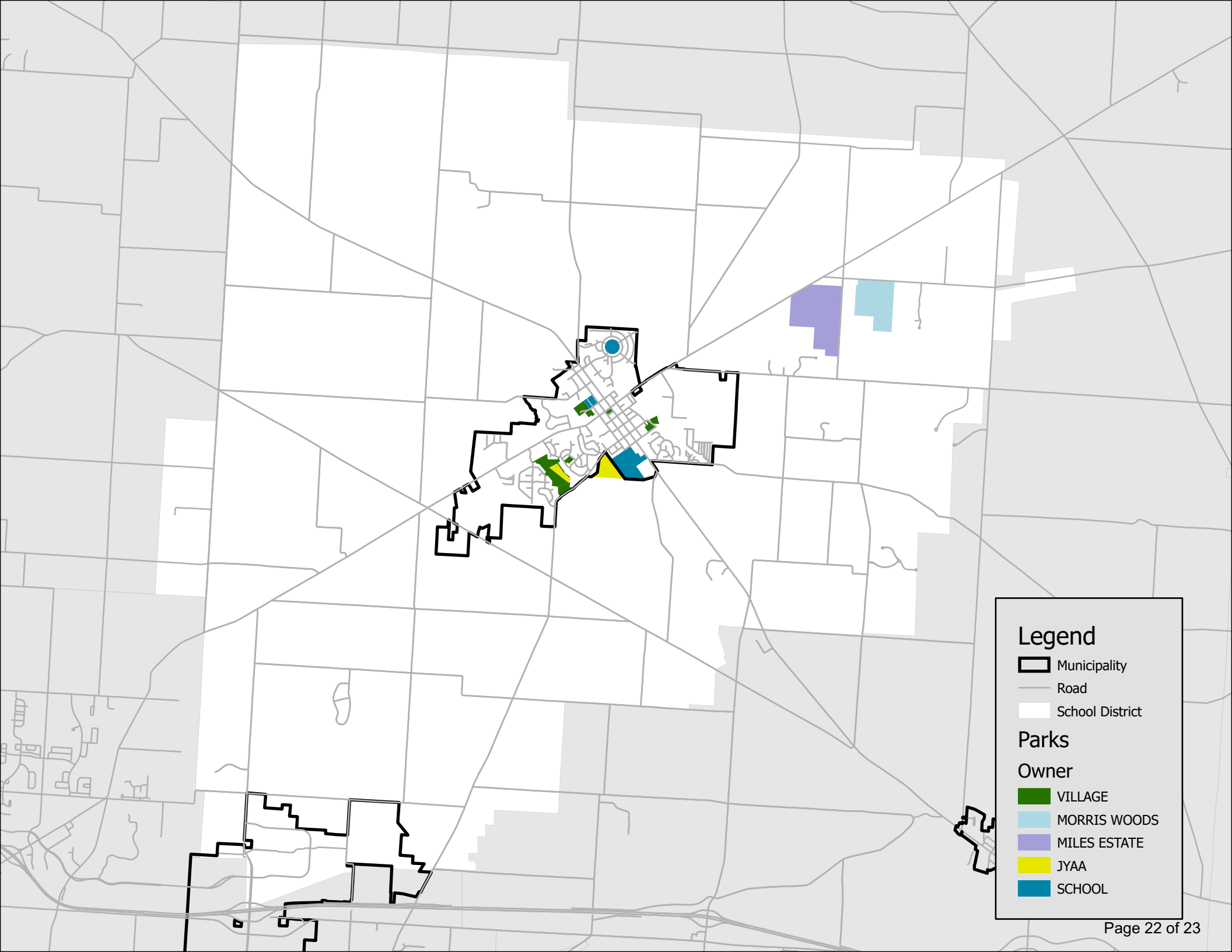
Johnstown-Monroe Local School District Board of Education Representative

Johnstown-Monroe Local School District Board of Education Representative

Joint Representative

4839-3312-8603v4

DRAFT



Legend

-  Municipality
-  Road
-  School District

Parks

Owner

-  VILLAGE
-  MORRIS WOODS
-  MILES ESTATE
-  JYAA
-  SCHOOL

Joint Recreation Districts in Ohio

The following resources may be helpful in getting the JJRD board up and running.

- Bellfontaine Joint Recreation District: <https://bellefontaineoh.myrec.com/info/default.aspx>
- Canal Winchester Joint Recreation District: <https://www.cwrecreation.com/>
- Fredericktown Recreation District: <http://fredericktownparks.org/>
- Richfield Joint Recreation District: <https://www.rjrd.org/>
- Sylvania Joint Recreation District: <https://www.playsylvania.com/>
- Union County Joint Recreation District: <http://www.ucjrd.com/index.php>