

MEMORANDUM

APPROVED BOARD OF DIRECTORS JANUARY 31, 2017

TO:

Kent Blumenthal, Chief Executive Officer

THRU:

Jim Conroy, Chief Operating Officer

FROM:

Karen Rans, Club Liaison

DATE:

January 6, 2017

RE:

Request for a new GVR LGBT and Friends Club

I received a formal request for a proposed new club, GVR LGBT and Friends Club. The club states in their application that the purpose of the club shall be to offer opportunities for lesbian, gay, bisexual, and transsexual GVR members and GVR friends to meet, socialize, and support one another.

I verified that the members listed on their application are current GVR members and updated the list with the correct GVR numbers, addresses and phone numbers.

Representatives from this club plan on attending the annual GVR club meeting on January 13, 2017. I ask that Kent review their club application request and place it on the next available Board Affair Committee meeting on January 17, 2017 for consideration for a new GVR club.



Annual GVR Club Agreement to retain GVR "Club Status"

GVR Mission Statement "To provide recreational, social and leisure education opportunities that enhance the quality of our members' lives."

We, the Green Valley Recreation, Inc. (GVR) LGBT & FRIENDS
Club understand that our group is subject to GVR rules and regulations in order to retain our GVR "Club Status" that includes the following benefits:

- Use of GVR logo and trademarks;
- Priority facility reservations and meeting space at no charge;
- Liability insurance coverage at no cost to Club;
- Use of basic utilities at no charge (e.g., electric; gas; water);
- Custodial and maintenance services:
- Essential equipment and/or material storage on a space available basis.

In exchange for aforementioned benefits of having GVR Club Status, the GVR ______Club agrees to the following Terms and Conditions:

- 1. Club agrees to indemnify and hold harmless GVR.
- 2. Club is required to include either "Green Valley Recreation, Inc." or "GVR" in their Club name, effective January 1, 2016. [Note: GVR understands that Club Bylaws may need to be amended to accommodate this requirement with notification to the IRS].
- 3. Club is required to use the official "GVR Clubs & Activities" logo and official color palate provided by GVR in all Club promotional items, printed materials, banners, flyers and advertisements.
- 4. Verify that all GVR Club members are GVR 'Members in Good Standing' as defined by GVR Bylaws.
- 5. Offer Club membership to all GVR 'Members in Good Standing' who shall be entitled to participate in any meeting or activity.
- 6. Maintain at least twenty-five (25) active GVR members in the Club to retain "Club Status"; if Club membership falls below the twenty-five (25) active member minimum, the Club will need to increase its membership or jeopardize losing GVR "Club Status."
- 7. Utilize at least fifty percent (50%) of assigned Club space at all times. GVR has the option of reassigning the Club to another facility, combining the Club with another of similar interest, or releasing the Club from "Club Status", if deemed appropriate.

- 8. At GVR's sole discretion, GVR may consolidate the Club into another group if it is determined that there is a fifty-percent (50%) or more cross-over in membership between two or more GVR clubs.
- 9. Facility meeting space may limit participation in club activities.
- 10. Orientation, training, and instruction will be offered to new Club members when advanced skills or special qualifications might limit membership.
- 11. Grant GVR the right to communicate information to Club members via U.S. Postal Service, email, or other means. [Note: GVR does not sell or otherwise share its mailing lists with third-parties].
- 12. Not affiliate with any national, state, or regional organization that requires GVR members to join.
- 13. Permitted to bring our alcoholic beverages for Club functions on to GVR property, provided that Club obtains prior written approval from GVR;
- 14. Club may not sell alcohol on GVR premises without a state-issued liquor permit.
- 15. GVR guest privileges may be granted at the Club's, as long as the guests are eligible in accordance with GVR Bylaws and policies; GVR guests may not regularly participate in Club activities.
- 16. Honorary Club membership, or the equivalent, may not be granted to a non-GVR member.
- 17. Execute an effective monitoring system to ensure that only GVR members and eligible GVR guests are in attendance at Club meetings and activities.
 - 18. Furnish necessary insurance on any equipment not owned by GVR and brought onto GVR premises (e.g., musical instruments, sound systems, computers, radios, etc.).
- 19. Operate under an IRC 501(c) 4 nonprofit tax status registered with the Internal Revenue Service (IRS).
- ✓ 20. Have an IRS Employer Identification Number (EIN) and provide the number to GVR.
 - 21. Be responsible for any local, state, or federal taxes incurred because of Club activities.
- 22. Maintain a bookkeeping system recording all income and expenses, and retain receipts for expenditures for at least seven (7) years.
- \checkmark 23. Preserve all Club correspondence and meeting minutes for a period of no less than four (4) years.
 - 24. Be self-supporting in providing movable equipment and operating supplies unique to the Club, as well as repair and replacement of such equipment at the Club's expense.
 - 25. The Club accepts that all equipment purchased by the Club or provided by GVR is the property of GVR, whether original equipment, replacement of original equipment, or new and additional equipment.
 - a. Equipment includes, but is not limited to, machines, computers, furniture, machine tools, building fixtures, building improvements, carpeting, and kilns.
 - b. The Club may not lend or borrow any equipment or supplies that are GVR property.
 - c. The Club accepts that all specialized equipment required to meet needs or desires of Club members will not be underwritten or otherwise financially supported by GVR.

- 26. Club will obtain GVR approval before installation of any equipment or any rearrangement of equipment that may affect floors, walls, air conditioning, electrical equipment, or additional consumption of gas and electricity. Outside costs incurred for installation or relocation of equipment will be charged to the Club.
- 27. The Club understands GVR will provide essential storage for GVR Clubs at no cost, on a space-available basis only.
 - a. Club may store only those items that are critical to ongoing Club needs.
 - b. Storage of perishable foods, liquor, and highly flammable material is prohibited.
 - c. GVR is not responsible for any loss or damage to Club items stored on GVR property.
- 28. The Club understands and agrees that GVR facility space is based on space availability and is not guaranteed each year.
 - a. The Club will designate only one (1) Club contact person to schedule Club facility space reservations. Facility space reservations by unauthorized Club members will be denied.
 - b. A draft copy of the Club's regularly scheduled reservations will be provided to the Club President or his/her designee the day of the Annual GVR Club Workshop for review.
 - c. A signed copy of the Club's regularly scheduled reservations must be returned to the GVR Facility Reservations Coordinator within two (2) weeks of receipt by the Club President.
- 29. No later than January 31st, the Club agrees to submit the following documents to GVR:
 - a. A comprehensive Club Membership Roster. The Club Membership Roster shall include: name, street/mailing address, email address, and GVR membership number for each Club member;
 - b. An annual fiscal year operating budget with a financial statement indicating cash on hand;
 - c. A copy of IRS E-postcard/990 EZ form for the previous calendar year;
 - d. A list of Club officers for the current calendar year;
 - e. An equipment/storage inventory list.

The Club President, Officers, and Board of Directors have read and understand this Agreement to retain its "Club Status" and acknowledge that failure to comply with the aforementioned GVR Terms and Conditions risks revocation of its "Club Status".

Signatures:

Club President

GVR Club Liaison

Date 4 2017

Date

The GVR LGBT & FRIKADS Club Bylaws

ARTICLE I - Name

The official name of the organization shall be the LGBTZ FRIZADD, hereinafter known as the Club.

ARTICLE II - Purpose

The purpose of the Club shall be: (1) to provide an opportunity for GVR members <u>sociallize</u>; (2) to provide <u>furport</u> and (3) to provide an opportunity for members to meet socially. All activities conducted by the Club and its members shall be in accordance with the GVR Bylaws, Corporate Policy Manual and GVR Code of Conduct.

ARTICLE III - Membership

- A. All members holding GVR membership or tenant cards in good standing with GVR are entitled to join and participate in any meeting or activity, until the maximum capacity of the facility being used is reached. Membership shall not be denied to GVR members in good standing.
- B. Any member who has not paid dues, fees or assessments to GVR or the Club as of the time such payment becomes delinquent shall be removed from the Club's roster.
- C. For the safety of users and the protection of GVR property, proficiency training or demonstration of proficiency may be required by the Club membership.
- D. The Club shall not grant honorary membership or the equivalent to anyone NOT a GVR member.
- E. Guest policies and guest cards are privileges extended to GVR members to use all GVR facilities subject to the current rules and regulations put forth through Board policy and as defined in the GVR Bylaws. Up to two eligible guests may accompany a Club member only one time during a calendar year.
 - F. A GVR member may attend a Club activity one time prior to joining the Club.
- G. All members and guests shall abide by the published GVR Rules and Regulations and the member Code of Conduct. Violations will jeopardize the privileges of the offending individual through removal from the Club's membership roster and/or possible GVR suspension procedures.

ARTICLE IV - Board of Directors

A. The governing body shall consist of four (4) Directors who are elected by the current members. The Officers shall perform duties as prescribed by these Bylaws and by the parliamentary authority adopted by this Club. The Board shall handle the general supervision of the affairs of the Club between Annual meetings, fix the hour and place of the Annual meeting, make recommendations to the membership and perform other duties as desired by the Club.

- B. The Officers of the Club shall consist of a President, Vice President, Secretary and Treasurer and shall be elected by a majority vote of the members in attendance at the Annual Meeting. The Board shall enforce the Club's Rules and Regulations, the Club's Bylaws, GVR Bylaws, the Corporate Policy Manual and GVR Club Rules and Regulations.
- C. The initial Directors of the Club shall be determined in any manner necessary to establish the Club and shall serve until the first Annual Meeting. Thereafter, the term of each Director shall be for no more than three years starting at the close of the Annual meeting at which they were elected. The first Board of Directors to be elected shall be composed of the President serving a one-year term, the Vice President serving a two-year term, the Secretary serving a three-year term and the Treasurer serving a two-year term. Each term will be in addition to the partial term from the date of organization to the first Annual meeting. No Director shall serve more than two consecutive terms. All elections shall take place at the Annual Meeting and shall be by closed ballot. Nominations for election to the Board of Directors may be made by any member in attendance at the Annual meeting.

D. Responsibilities of Officers:

<u>President</u>-The President shall preside at all meetings of the Club and shall carry out all orders and resolutions of the Club. The President shall be the executor of all Club funds and may approve all individual expenditures up to \$100.00. Expenditures over and above this amount must be approved by a quorum of the Board of Directors. (See last paragraph in this section for Board quorum).

<u>Vice President</u>- In the absence of the President, the Vice President shall perform all duties of the President and when so acting shall have all powers of the President.

<u>Secretary</u>- Prepares minutes of the Annual Meeting. Must retain routine correspondence and other administrative records for three years prior to the current year. Certain permanent records such as membership lists, year end financial statement, <u>Employer</u> Identification Number, <u>tax</u> exemption, etc. shall be retained for the life of the Club. The Secretary shall sign all formal written communications.

<u>Treasurer</u>- Makes all authorized disbursements, records and deposits in the bank accounts all monies of the Club, prepares a current financial report for the Annual Meeting,

ARTICLE IX - Amendments

The Board of Directors of the Club may make amendments to these Bylaws with a majority affirmative vote of the membership. The Club must submit any amendments proposed to GVR staff for approval, prior to adoption.

ARTICLE X - Monitoring

An effective monitoring system shall be maintained by Club Officers to ensure that <u>only</u> members and <u>eligible</u> guests are in attendance at meetings and activities of the Club. All participants shall register on a log sheet provided by GVR each time they attend any meeting, program or activity. Monitors at GVR serve as host/hostess to members, guests and visitors. Monitors are empowered to enforce <u>all</u> Club and <u>all</u> GVR rules and regulations.

ARTICLE XI - Dissolution

Upon dissolution of the Club all assets, after all bills are paid, shall be transferred to GVR.

ARTICLE XII - Bylaws

A copy of these approved Bylaws shall be available to the general membership at the Annual Meeting. All elected Officers and Committee Chairpersons shall be furnished with a copy of the GVR Bylaws and the current approved Club Bylaws after each election.

Approving signatures.

Green Valley Recreation

Club

Date

4-21

1-11-2017

1/2016

prepares a year end financial report on an annual basis and has books, records and papers available upon request of any member.

E. A quorum for transaction of business at a Board meeting shall be three (3) directors.

ARTICLE V - Committees

A. The President, with the approval of the Club's Board of Directors shall appoint any Committee deemed necessary.

ARTICLE VI - Membership Meetings

- A. The Club's Annual Meeting shall be during the month of November of each fiscal year.
- B. Notice of the Annual Meeting shall be made by mail at least fourteen days in advance of the meeting and shall set forth, specifically, the nature of the business to be transacted.
- C. A quorum for transaction of business at the Annual Meeting shall be one-tenth or 10% of the entire membership in good standing.
- D. Robert's Rules of Order shall govern the Club in all cases in which they are applicable and in which they are not inconsistent with the Club's Bylaws or any special rules of order the Club may adopt.

ARTICLE VII - Dues and Fiscal Period

- A. The fiscal year shall be January 1 through December 31. The Club shall prepare a year end financial statement within 30 days following close of the fiscal year. Such statement shall be available to all members at any reasonable time.
- B. The Board of Directors shall recommend an annual budget with final approval from the general membership at the Annual Meeting.
- C. Dues shall be due by January 1st. Non-payment of dues shall result in removal of the member's name from the Club's membership roster.

ARTICLE VIII - Vacancies

The Vice President shall perform the duties and exercise the powers of the President during absence or disability. If any other office should become vacant, the remainder of the term shall be filled by appointment by the President with approval from the Board of Directors.